



**CITY OF CEDARBURG  
A MEETING OF THE COMMON COUNCIL  
MONDAY, JUNE 8, 2026 – 7:00 PM**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, June 8, 2026 at 7:00 PM. The meeting will be held in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting can be viewed via the City's YouTube channel: <https://www.youtube.com/@cityofcedarburgwi8412>

AGENDA

1. CALL TO ORDER

2. ROLL CALL

A. Mayor Patricia Thome, Council Members Melissa Bitter, Jim Fitzpatrick, Andrew Mammen, Amanda Didier, Robert Simpson, Kristian Lindo, Mark Mueller

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

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. Written public comment regarding agenda or non-agenda items may be submitted to [cityhall@cityofcedarburg.wi.gov](mailto:cityhall@cityofcedarburg.wi.gov) by noon on the day of the meeting for distribution to the Common Council.

7. PUBLIC HEARING

A. Review, discussion, and possible action on the request of Coach House Homes LLC (in c/o Kate Schley) for approval of a 7-lot single-family residential Preliminary Subdivision Plat within a Planned Unit Development Rezoning. Eden Preserve Subdivision is proposed to be located on ~1.8 acres of land located at W59 N367 Hilbert Avenue and directly west/northwest thereof. This property, owned by Wendell Lee LLC in c/o Paula Motte, is currently zoned Rs-5 Single Family Residential.

8. NEW BUSINESS

A. Discussion and possible action on Resolution 2026-03, Accepting the

Compliance Maintenance Annual Report (CMAR) for the Cedarburg Water Recycling Center.

- B. Discussion and possible action on Ordinance No. 2026-09 amending section 10-1-27(a) of the code of ordinances to remove prohibited parking zones on the north and south side of Mill Street east of Washington Avenue.
- C. Discussion and possible action on contract with E Plan Exam for plan review for commercial projects.
- D. Discussion and possible action on an access agreement between Joseh Schreiner, owner of record of the real property identified as Parcel No. 050-380800-200 in the Town of Grafton, and the City of Cedarburg through city-owned property at 1838 Pioneer Road.
- E. Discussion and possible action on hiring a Construction Manager at Risk (CMaR) services for public safety building renovations.
- F. Discussion and possible action on an agreement with the Wisconsin Department of Natural Resources (WDNR) to facilitate future EPA supported funding for the Amcast Superfund cleanup.
- G. Discussion and possible action on Baker Tilly's Forensic Accounting Review Proposal of the Amcast TID#4/developers incentives.
- H. Discussion and possible action on approval of a change of Agent and renewal of Class "B" Beer and "Class B" Liquor License for P.J. Piper LLC, W64N514 Washington Avenue, Cedarburg, WI 53012, Despina Tsioutsopoulos, Agent, premise to be licensed: W64N514 Washington Avenue, known as P.J. Piper.
- I. Discussion and possible action on the Mayoral appointment of Megan Olsen to the Light & Water Commission.

9. CONSENT AGENDA

- A. Discussion and possible action on approval of May 11, 2026 Common Council Meeting Minutes.
- B. Discussion and possible action on approving Alcohol License renewal applications, effective July 1, 2026 - June 30, 2027.
- C. Discussion and possible action on approval of Application for Amplified Music/Sound in an Outdoor Alcohol Beverage Seating Area for the following businesses, effective July 1, 2026, through June 30, 2027: Blind Horse, Camp Bar, Blanca's Commercial Kitchen, Cedarburg Art Museum, Lime Cantina, North 48, Stagecoach Inn, The Cheese Wedge, Brunch, and Union House Cedarburg.
- D. Discussion and possible action on payment of bills dated 05/02/2026-06/01/2026 and payroll from 04/26/2026-05/09/2026 and 05/10/2026-05/23/2026.

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

A. Administrator's Report

2026 Distinguished Budget Presentation Award

11. COMMUNICATIONS

A. Comments and suggestions from Council Members

B. Mayor's Report

12. ADJOURN TO CLOSED SESSION

A. It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically to be discussed are items 12.A.1 and 12.A.2.

1. Discussion on the enforcement of the Amcast developers agreement.

2. Discussion on claim from Acuity Insurance regarding a DPW incident from 2025.

3. Approval of April 13, 2026 Closed Session minutes.

13. RECONVENE TO OPEN SESSION

A. Discussion and possible action regarding enforcement of the Amcast developers agreement.

B. Discussion and possible action regarding a claim from Acuity Insurance regarding a DPW incident in 2025.

14. 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](mailto:cityhall@cityofcedarburg.wi.gov)

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**ORDINANCE NO. 2026-10**

**ORDINANCE TO AMEND the Official Zoning Map of the City of Cedarburg as regards Tax Parcel Numbers 13-050-22-03-003 and 13-111-02-09-000, rezoning them both from existing Rs-5 Single-Family Residential Zoning District, to Rs-5 Single-Family Residential Zoning District w/ Planned Unit Development (PUD) Overlay Zoning.**

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**WHEREAS**, the City of Cedarburg Plan Commission did, on May 4, 2026, review, discuss, and recommend approval to rezone these properties as stated above in order to facilitate development of the Eden Preserve Subdivision in accordance with the Eden Preserve Preliminary Plat which is attached hereto and made a part hereof by reference as Exhibit "A"; and

**WHEREAS**, rezoning these properties to Rs-5 Single-Family Residential District w/ Planned Unit Development (PUD) Overlay will be consistent with the existing "Medium Density Residential" Land Use Classification of both properties; and

**WHEREAS**, the City of Cedarburg Common Council did, on June 8, 2026 conduct a public hearing on this matter;

**NOW, THEREFORE**, the City Council of the City of Cedarburg, Ozaukee County, Wisconsin does ordain as follows:

**SECTION I**

City of Cedarburg Tax Parcel Numbers 13-050-22-03-003 and 13-111-02-09-000 are hereby rezoned from existing Rs-5 Single-Family Residential Zoning District to Rs-5 Single-Family Residential Zoning District with Planned Unit Development (PUD) Overlay Zoning; and

The attached Eden Preserve Preliminary Plat (Exhibit "A") shall dictate the design and platting of the Eden Preserve Planned Unit Development subdivision, including as to the following specific waivers from the standard City Code requirements and Rs-5 Single Family Residential Zoning District standards:

- Lot Sizes (Calculated from the outside edge of street pavement in the case of this private road)
  - Lot 5 7,974 sq. ft. (vs 8,400 sq. ft. as would otherwise be required under the straight Rs-5 underlying zoning)
  - Lot 6 8,086 sq. ft. (vs 8,400 sq. ft. as would otherwise be required under the straight Rs-5 underlying zoning)
  - Lot 7 8,022 sq. ft. (vs 8,400 sq. ft. as would otherwise be required under the straight Rs-5 underlying zoning)
- Lot Widths (Calculated at the 15-foot building setback from the outside edge of pavement in the case of this private road)
  - Lot 1 44.43 ft (vs 50-feet as would otherwise be required under the straight Rs-5 underlying zoning)
  - Lot 2 40.57 ft. (vs 50-feet as would otherwise be required under the straight Rs-5 underlying zoning)
  - Lot 6 38.46 ft. (vs 50-feet as would otherwise be required under the straight Rs-5 underlying zoning)

- The requirement, as set forth in Section 14-1-72(e) of the City Code (i.e., “Every lot shall front or abut for a distance of at least 30 feet on a public street.”) has been waived by the Plan Commission in accordance with [Sec. 14-1-90 - Variances and exceptions](#).

## SECTION II

- Additional Terms and Conditions of this PUD shall be as follows:
  - Each new structure proposed to be constructed in this development shall be subject to review and approval by the Site and Architectural Review Board prior to issuance of a building permit. Such review and approval shall be made in keeping with the standards and procedures set forth in [Article F of the City Code](#) as for ‘Infill lots’.
  - Compulsory landscaping (to be paid for, installed, and permanently maintained by the developer) shall be required in the rear yard setback area of each lot including not less than 1 deciduous tree (at least 2” caliper at chest height at planting) installed at spacing of not more than 50 feet center-to-center throughout the backyards of all lots in the plat. These trees shall be placed in a manner that will not to interfere with the drainage/stormwater management system. The species of tree shall be proposed by the developer in consultation with an arborist and approved by City staff.
  - Compulsory landscaping (to be paid for, installed, and permanently maintained by the developer) shall be required in the front lawn/landscaping terrace area located between the back of curb and the sidewalk. It shall contain turf grass plus no less than 1 deciduous tree (at least 2” caliper at chest height at planting) installed at a spacing of not more than 40 feet center-to-center throughout the terrace area on both sides of the street throughout the plat. The species of tree shall be proposed by the developer in consultation with an arborist and approved by City staff.
  - Compulsory landscaping (to be paid for, installed, and permanently maintained by the developer) for Outlot 1 and the center of the cul de sac bulb shall be designed by the applicant in consultation with a landscape architect and/or arborist and submitted to the City staff for approval.

## SECTION III

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed;

## SECTION IV

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

**SECTION V**

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of Cedarburg and shall indicate the date and number of this amending Ordinance therein.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2026 by the City of Cedarburg Common Council.

APPROVED:

\_\_\_\_\_  
City of Cedarburg Mayor, Patricia Thome

COUNTERSIGNED:

\_\_\_\_\_  
City Clerk, Jessica Campolo

DRAFT





**LAND DEVELOPMENT APPLICATION**

PROPERTY LOCATION/ADDRESS: W59N367 Hilbert Avenue, Cedarburg, WI 53012

APPLICANT/BUSINESSNAME: Coach House Homes, LLC

APPLICANT/BUSINESS ADDRESS: \_\_\_\_\_

STATUS OF APPLICANT:  OWNER  AGENT  BUYER  OTHER \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PROPERTY OWNER (IF DIFFERENT): Paula Motte

PROPERTY OWNER MAILING ADDRESS: \_\_\_\_\_

PROPERTY OWNER PHONE: \_\_\_\_\_ PROPERTY OWNER EMAIL: \_\_\_\_\_

**REQUEST FOR (CHECK ALL THAT APPLY):**

- CONCEPT REVIEW
- SITE/ARCHITECTURAL PLAN APPROVAL
- SUBDIVISION PLAT OR CSM REVIEW
- ZONING DISTRICT CHANGE
- CONDITIONAL USE ZONING
- ANNEXATION REQUEST
- VARIANCE/BOARD OF APPEALS
- OTHER PUD

DESCRIBE REQUEST: Conditional Approval of PUD for a 7- Single Family Home, Fee Simple Development.

Coach House Homes is requesting the conditional approval of the proposed PUD and Preliminary Plat to be reviewed at the next Common Council Meeting on May 25th, 2026

PLEASE SUBMIT: **FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC**

**ELECTRONIC COPIES MAY BE SENT TO [THANAMAN@CITYOCFEDARBURG.WI.GOV](mailto:THANAMAN@CITYOCFEDARBURG.WI.GOV)**

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: *Paula J Motte* *Kathryn Schley* DATE: 04.06.2026 4-23-2026

**FOR CITY STAFF USE ONLY**

TOTAL FEE: \$ \_\_\_\_\_ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: \_\_\_\_\_

APPLICATION AND FEE RECEIVED BY: \_\_\_\_\_ PLAN COMMISSION MEETING DATE: \_\_\_\_\_

ATTACHMENTS (CHECK IF RECEIVED):

- FIVE DESCRIPTIONS
- FIVE FULL-SIZE SETS
- THIRTEEN PLAN SETS

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: \_\_\_\_\_

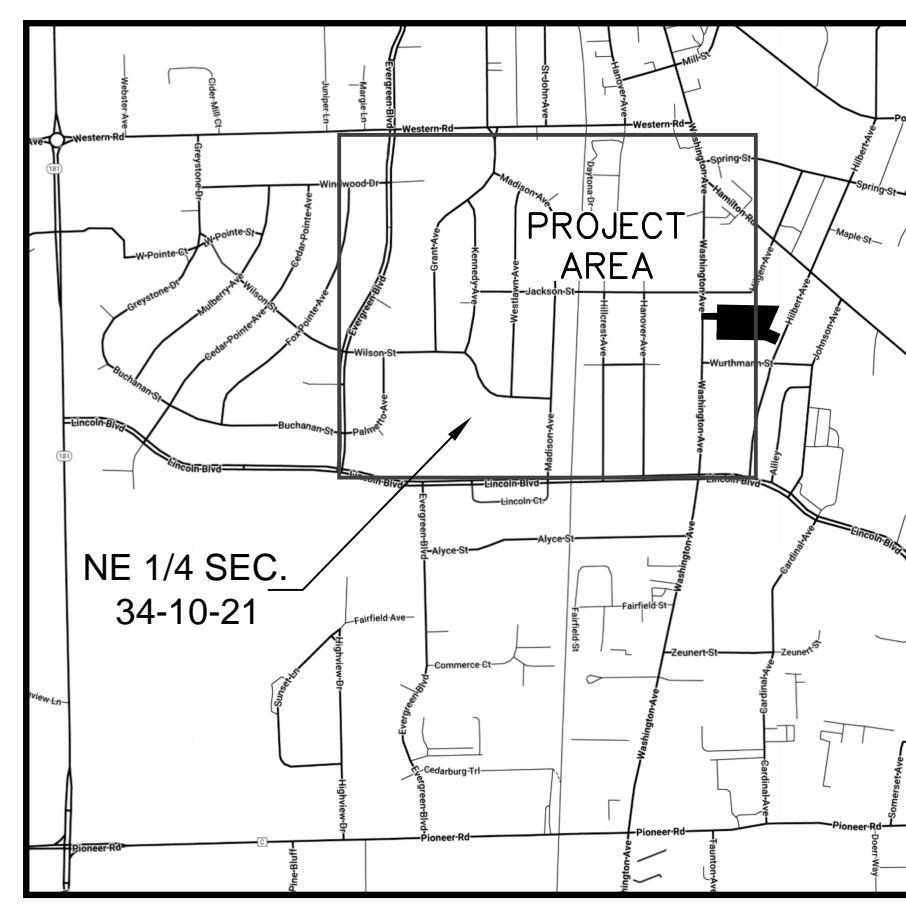
ZONING: \_\_\_\_\_ ALDERMANIC DISTRICT: \_\_\_\_\_ PREVIOUS MEETING: \_\_\_\_\_

# EDEN PRESERVE PRELIMINARY PLAT

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AND PART OF THE PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

CONTAINING 75,995 SQUARE FEET /  
1.745 ACRES OF LAND, MORE OR LESS.  
EXISTING ZONING: Rs-5  
PROPOSED ZONING: PUD

NOTE:  
PER FEMA FLOOD INSURANCE RATE MAP,  
MAP NUMBER: 55089C0186G, EFFECTIVE  
DATE: JULY 31, 2024, THE AREA INCLUDED  
WITHIN THE BOUNDARY OF THIS PLAT LIES  
WITHIN ZONE "X", AREA OF MINIMAL FLOOD  
HAZARD.



VICINITY MAP  
NOT TO SCALE

BEARINGS ARE REFERENCED TO WISCRS  
NAD83 (2011) - SOUTH ZONE  
VERTICAL DATUM IS NAVD 88



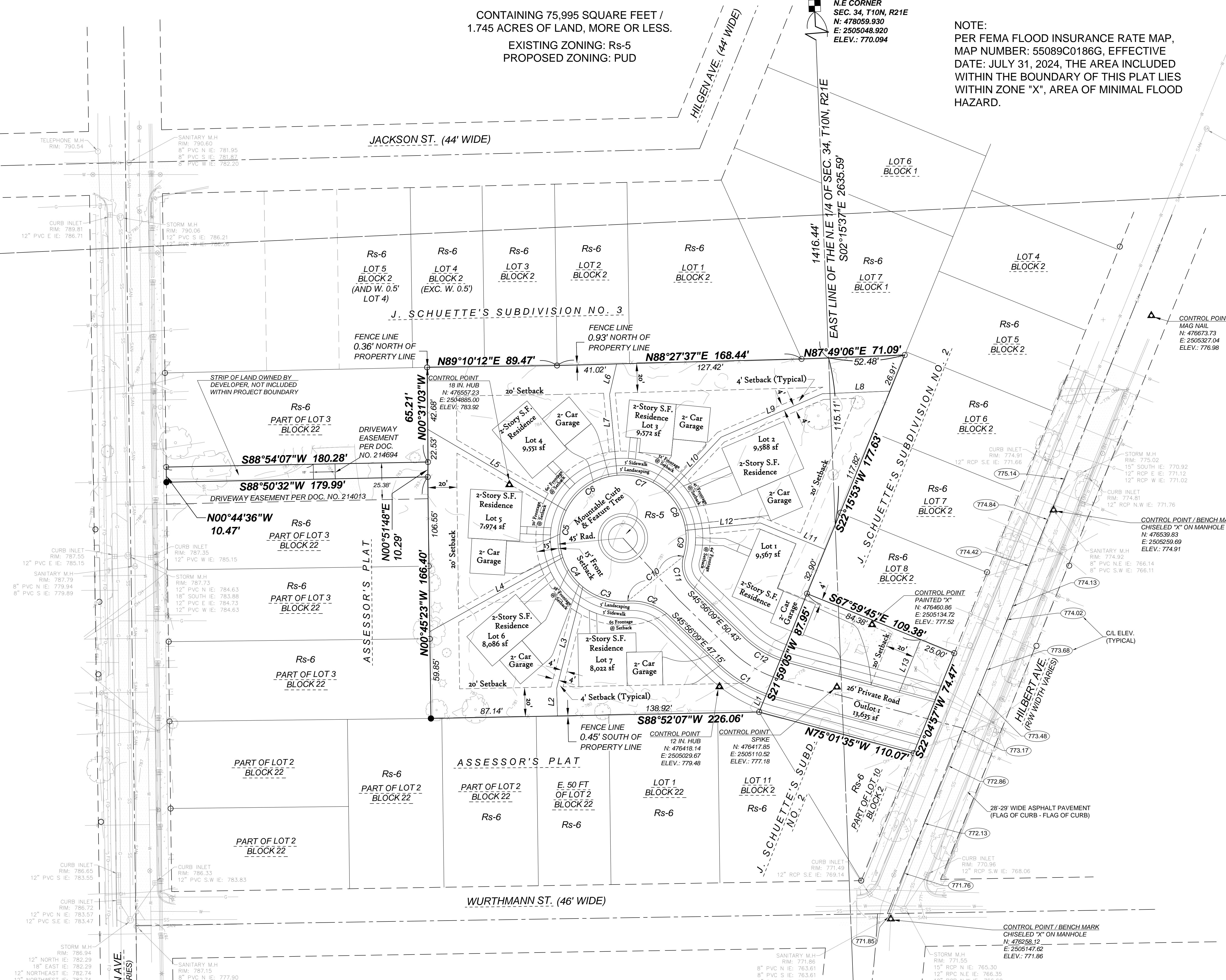
Toll Free (800)242-8511  
Milwaukee Area (414)259-1811  
Hearing Impaired TDD (800)542-2289  
www.DiggersHotline.com

REGISTERS HOTLINE TICKETS:  
20253709532, 20253709542, 20253709591, 20253709600,  
20253709626, 20253709630, 20253709661, 20253709654.

ALTHOUGH DIGGERS' HOTLINE WAS NOTIFIED THIS SURVEY DOES NOT GUARANTEE THAT ALL UTILITIES HAVE BEEN LOCATED ON SITE. SOME OF THE UTILITIES MAY HAVE BEEN DRAWN IN PER PLAN BASED ON MAPS RECEIVED FROM MEMBERS NOTIFIED. LACKING EXCAVATION THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

## LEGEND

- ▲ = BENCH MARK
- = CONTROL POINT
- = 1" IRON PIPE O.D. FOUND OR AS NOTED
- = 1-1/4" O.D. x 18" LONG. IRON PIPE SET, WEIGHING 1.68 LBS./FT.
- = SECTION CORNER MON.
- (R.A.) = RECORDED AS
- O.D. = OUTSIDE DIAMETER
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = SPOT ELEVATION
- ⊕ = BUSH, SHRUB
- ⊕ = POLE/POST/BOLLARD
- = BOULDER
- = PULLBOX
- ⊕ = MANHOLE TYPE NOTED
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = STORM SEWER MANHOLE
- ⊕ = ELECTRIC MANHOLE
- ⊕ = TELEPHONE MANHOLE
- ⊕ = WATER MANHOLE
- ⊕ = UTILITY METER
- ⊕ = GUY WIRE POLE
- ⊕ = LIGHT POLE
- ⊕ = PEDESTAL
- ⊕ = POWER POLE
- ⊕ = INLET
- ⊕ = CURB INLET
- ⊕ = GAS VALVE
- ⊕ = LIGHT POLE WITH MAST
- ⊕ = TREE (CONIFEROUS) DRIP LINE SCALABLE
- ⊕ = TREE (DECIDUOUS) DRIP LINE SCALABLE
- ⊕ = CLEANOUT
- ⊕ = FLAG POLE
- ⊕ = UTILITY MARKER POST
- ⊕ = SIGN ON POST
- ⊕ = UTILITY CONTROL BOX
- ⊕ = UNKNOWN UTILITY VALVE
- FL, EL. = FIRST FLOOR ELEVATION
- ⊕ = BUILDING OUTLINE
- 3 --- = MINOR CONTOUR
- 5 --- = MAJOR CONTOUR
- = FENCE
- = BEAM GUARD
- = CHAINLINK FENCE
- = WOODED AREA/SHRUB EDGE
- W = WATER MAIN
- ST = STORM SEWER
- SAN = SANITARY SEWER
- G = NATURAL GAS MAIN
- T = UNDERGROUND TELEPHONE
- E = UNDERGROUND ELECTRIC
- OH = OVERHEAD UTILITY LINES
- FO = UNDERGROUND FIBER OPTIC
- TV = UNDERGROUND CABLE TV
- C = COMMUNICATION CONDUIT
- (P) = UTILITIES PER PLAN
- ⊕ = ASPHALT SURFACE
- ⊕ = CONCRETE SURFACE
- ⊕ = GRAVEL/SAND/CRUSHED AGG. SURFACE



### CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH. LENGTH	CH. BEARING	TAN. BEARING IN	TAN. BEARING OUT
C1	94.50'	23°39'27"	39.02'	38.74'	N57°45'52"W	N69°35'36"W	N45°56'09"W
C2	37.50'	48°22'21"	31.66'	30.73'	N70°07'19"W	N45°56'09"W	S85°41'31"W
C3	43.50'	43°47'56"	33.25'	32.45'	N72°24'31"W	S85°41'31"W	N50°30'33"W
C4	43.50'	32°41'00"	24.81'	24.48'	N34°10'03"W	N50°30'33"W	N17°49'33"W
C5	43.50'	43°40'58"	33.17'	32.37'	N04°00'56"E	N17°49'33"W	N25°51'25"E
C6	43.50'	58°48'17"	44.65'	42.71'	N55°15'33"E	N25°51'25"E	N84°39'42"E
C7	43.50'	50°20'30"	38.22'	37.00'	S70°10'03"E	N84°39'42"E	S44°59'49"E
C8	43.50'	37°55'15"	28.79'	28.27'	S26°02'11"E	S44°59'49"E	S07°04'34"E
C9	43.50'	23°43'49"	18.02'	17.89'	S04°47'21"W	S07°04'34"E	S16°39'15"W
C10	43.50'	290°57'45"	220.90'	49.30'	S51°10'23"W	S85°41'31"W	S16°39'15"W
C11	21.00'	62°35'24"	22.94'	21.82'	S14°38'27"E	S16°39'15"W	S45°56'09"E
C12	69.50'	29°05'27"	35.29'	34.91'	S60°28'52"E	S45°56'09"E	S75°01'35"E

### LINE TABLE

L1	S 21°59'05" W	13.48'
L2	N 01°35'00" W	18.99'
L3	N 14°25'00" E	72.23'
L4	N 60°51'42" E	104.90'
L5	S 59°34'37" E	110.57'
L6	S 12°55'51" W	21.69'
L7	S 05°21'46" E	55.83'
L8	S 87°49'06" W	46.56'
L9	S 66°46'12" W	76.01'
L10	S 43°24'42" W	53.35'
L11	N 67°44'07" W	48.15'
L12	S 84°19'38" W	51.68'
L13	S 22°04'57" W	39.31'

7711 N. Port Washington Road  
Milwaukee, Wisconsin 53217  
kapurinc.com

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PROJECT: THE PROMINADE

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LOCATION: W61N394 WASHINGTON AVE., CEDARBURG, WI 53012

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CLIENT: COACH HOUSE HOMES

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RELEASE: PRELIMINARY PLAT

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REVISIONS:

#	DATE	DESCRIPTION

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NORTH ARROW:

SCALE: 1" = 30'

SEAL:

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SHEET: PRELIMINARY PLAT

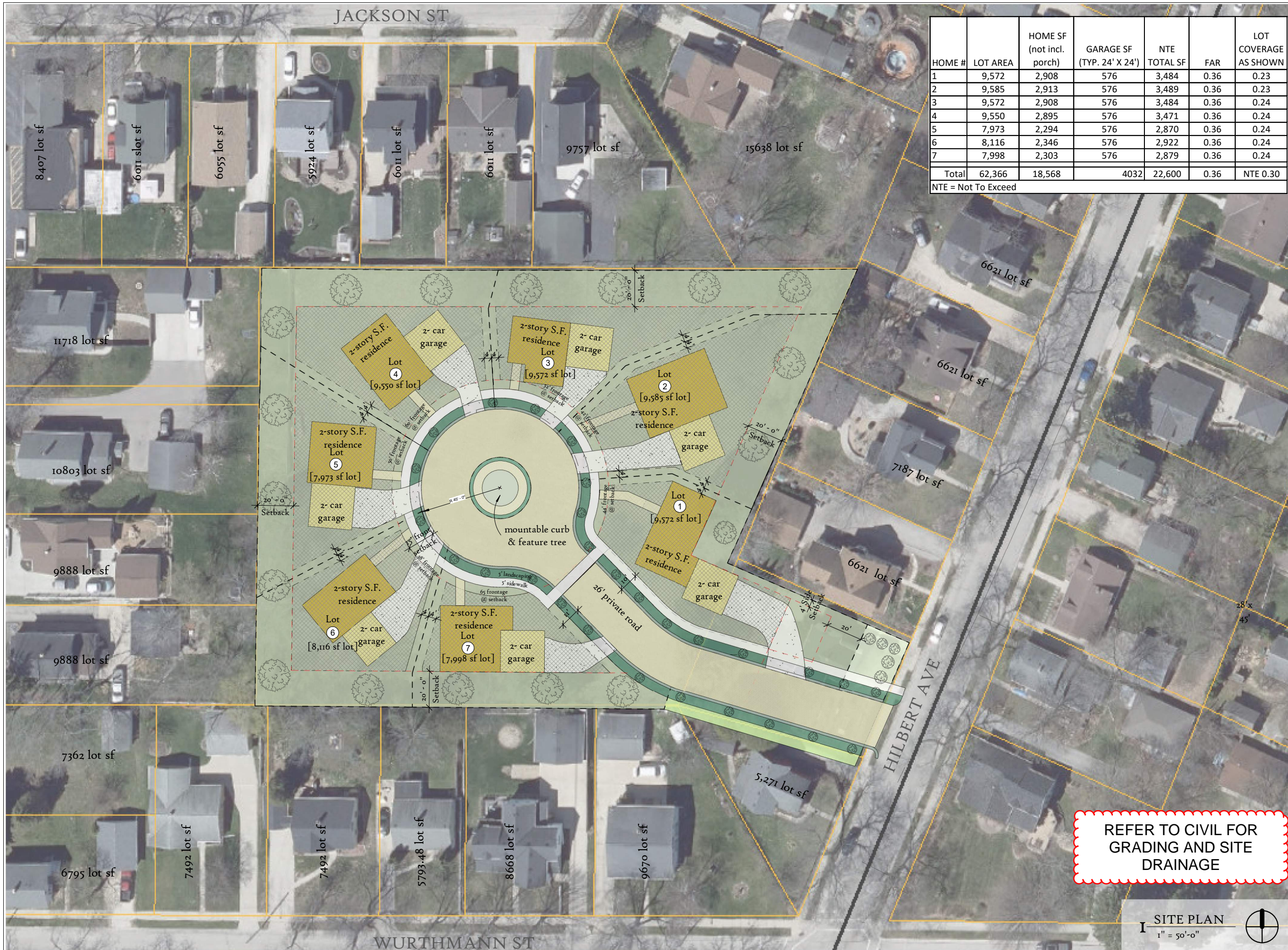
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PROJECT MANAGER: T.P.  
PROJECT NUMBER: 25.0921  
DATE: 04/01/2026

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SHEET NUMBER: 1

FILENAME: S:\SitaDesign\Coach House Homes LLC\250921 The Promenade Cedarburg\Survey\DWG\250921\_Preliminary\_Plat.dwg



HOME #	LOT AREA	HOME SF (not incl. porch)	GARAGE SF (TYP. 24' X 24')	NTE TOTAL SF	FAR	LOT COVERAGE AS SHOWN
1	9,572	2,908	576	3,484	0.36	0.23
2	9,585	2,913	576	3,489	0.36	0.23
3	9,572	2,908	576	3,484	0.36	0.24
4	9,550	2,895	576	3,471	0.36	0.24
5	7,973	2,294	576	2,870	0.36	0.24
6	8,116	2,346	576	2,922	0.36	0.24
7	7,998	2,303	576	2,879	0.36	0.24
<b>Total</b>	<b>62,366</b>	<b>18,568</b>	<b>4032</b>	<b>22,600</b>	<b>0.36</b>	<b>NTE 0.30</b>

NTE = Not To Exceed

REFER TO CIVIL FOR  
GRADING AND SITE  
DRAINAGE

I SITE PLAN  
1" = 50'-0"



**Coach House Homes**  
W63N671 Washington Avenue,  
Cedarburg, WI, 53012  
PHONE: (414) 422-5952  
EMAIL: kate@coachhousehomes.com  
WEB: www.coachhousehomes.com



**KCB Architects**  
400 E. Wisconsin Ave #205,  
Milwaukee, WI 53202  
PHONE: (608) 669-4923  
EMAIL: keith@kcb-architects.com  
WEB: www.kcb-architects.com

**PROJECT:**  
**Eden Preserve**  
W59N367 Hilbert Ave  
Cedarburg, WI 53012

CONCEPT SITE PLAN

DATE: 02/17/2026  
SCALE: 1" = 50'-0"

**A-100**

# *Eden Preserve*

## PRELIMINARY PLAT AND PUD PETITION



Presented by:

Coach House Homes, LLC and

KCB Architecture and Design

May 04, 2026

## Land Development Proposal for "Eden Preserve"

### An Exceptional Community in Historic Downtown Cedarburg

March 02, 2026

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#### Overview

We propose the creation of *Eden Preserve*, a special, intimate, and thoughtfully designed pocket community located in the heart of downtown Cedarburg. Nestled just steps from Washington Avenue, this development will consist of seven custom homes blending historical Cedarburg architecture with modern amenities. Eden Preserve will appeal to growing families, as well as empty nesters, who value proximity to downtown, a strong sense of community, and updated living standards. This intimate community celebrates the historic charm, architectural integrity, and walkability that define Cedarburg.

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#### Development Vision

- **Safety First:** Ensuring easy access for the Cedarburg Fire Department, a properly designed Cul-de-Sac, with required turning radius. The court will also promote a safe playing and community gathering area for the community.
- **Sense of Community:** The "Gathering Tree", centered in the Island, promotes the community gathering place of the Cul-de- Sac as well as to promote a sense of "pleasure/delight" aka "Eden".
- **Historic Architecture:** Uniquely designed Historical Homes, adorned with gas-lit coach lights; built with quality and natural materials. The homes will draw inspiration from early 20th-century architecture—Craftsman, Colonial Revival, and Victorian farmhouse styles—with character and charm.
- **Modern Living:** Interiors will include energy-efficient systems, functional floor plans, and natural quality finishes. Modern floorplans allowing for first floor living spaces, including potential first floor Master Suites, Mudroom, Laundry, and office space. Attached garages are key to Modern Functionality.
- **Fee Simple:** All Seven homes will be a part of a Fee Simple Ownership with an HOA to manage costs for maintaining the private drive and front green space.

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## Site Features

- **Number of Homes:** 7 single-family homes
- **Park-Like Green Space:** Green space at the entry, furnished with benches, and native plant landscaping for a cohesive transition from Hilbert Avenue into Eden Preserve.
- **Sidewalks:** A private sidewalk around the development, with crosswalk, will connect the neighborhood directly to Hilbert Avenue, making all of downtown Cedarburg's amenities easily accessible by foot or bicycle.
- **Street Tree's and Green Space:** a 5' width of terraced green space between curb and sidewalk will be lined with grass and tree's to mimic the surrounding neighborhood.
- **Private Driveway:** A shared private driveway, including the Cul du Sac, will be maintained and managed by the seven properties through a Fee Simple Community Plan.
- **Rear Tree Planting:** All lots will be required to plant 2" caliper trees every 50'.

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## Target Residents

- **Families:** Seeking walkable access to schools, parks, and community resources.
- **Empty Nesters:** Downsizing without compromising lifestyle or proximity to downtown, while achieving an "Aging-in-Place" home.
- **Community-Minded Residents:** Individuals and couples who value shared green spaces, social engagement, and local charm.

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## Planning and Zoning:

While the proposed development would require a Re-zoning as a Planned Unit Development, the design intent for the development is to create seven single family homes that contextually integrate into the surrounding single-family residential neighborhood and RS-5 Zoning:

### Maintains the following RS-5 Zoning Requirements:

- ✓ Density- Under Density with 3.9 units per acre vs. 5.2
- ✓ All minimum required home sizes will be met, with all future homes to be larger than 1,100sf. All First Floor area shall be greater than 800sq, per R5 zoning. (The actual home sizes will be further designed and developed with the future owners/residents)

- ✓ All Seven lots meet the .30 ratio.
  - ✓ All Seven lots meet the FAR of less than .36
  - ✓ All Side Set Backs meet- 4' minimum required Side yard setback will be maintained on all parcels
  - ✓ Fire Safety- The required 45' radius turnaround space needed to accommodate fire rescue vehicles.
- 

### Planned-Unit Development Requested Necessities:

The following Zoning Modification Requests are critical to the development. While each custom home design will be presented to the SARB Board for future review, Eden Preserve is seeking the following Zoning adjustments:

- I. **Minimum Lot Sizes-** Three of the lots do not meet the current minimum lot size requirement due to the uniqueness of the infill lot. Lots 7, 6 and 5. However, it is important to note that a majority of the adjoining existing lots do not meet the current code as well.

**Home Sizes:** The proposed home sizes are “space savers” for potential homeowners. While each lot on the plan is showing a potential footprint, each of these homes will be custom designed to homeowner’s needs.

- I. These potential home sizes may range from 2000-2913.
  - II. The largest homes assume all square footage would be livable space, however that does not include the potential of larger garages, storage bays, or 3 season porches.
    - a. Ie: Lot 2 could potentially have a 600 sq. foot rear enclosed porch and 100 sq. foot storage bay, leaving only a 2200 sq. foot livable home.
- 

### Conclusion

*Eden Preserve* will be more than a housing development—it will be a true neighborhood. With its blend of historical character, quality building materials, modern amenities, and community-focused design, this quaint community will enrich Cedarburg’s downtown and serve as a model for thoughtful, human-scale development. Truly highlighting Coach House Home’s motto of “Bringing Character Back to Construction”!

2024 Ozaukee County GIS Aerial Map View – EDEN PRESERVE SITE



Stormwater Management/Maintenance Agreement concurrently, only upon/following completion (and certification by the City Engineer/Director of Public Works) of the required improvements (ref recorded Development Agreement).  
The motion passed unanimously.

- C. *Review, discussion, and possible action/recommendation to the Common Council on the request of applicant/property owner Stone Lake Development, Inc. (in c/o Craig Caliendo) for approval of the Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium, a 19 building/38 unit expansion of the existing Stone Lake Condominium (1st phase) development located at Stone Lake Circle. This property is zoned Rd-1 (PUD) Two-Family Residential District with Planned Unit Development Overlay District.*

Commissioner Strautmanis discussed the limitations on the number of front-facing garage doors, and Commissioner Hayes suggested the applicant implement a landscaping plan to address screening concerns between Stone Lake Condominiums and the Business Park since they have removed all of the volunteer tree and scrub growth that was there and had offered some screening.

Council Member Fitzpatrick made a motion, seconded by Commissioner Publitz, to recommend approval to the Common Council on the request for Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium and to include the following conditions as recommended by the Planner:

- 1) Applicant must enter into a development agreement and stormwater management/maintenance agreement with the City for the construction/installation of all required improvements.
- 2) Final review and approval by the City Engineer as to any sewer, water, drainage, access, or utility plans and/or easements as may be required, prior to recording the Condominium Plat.
- 3) The applicant is strongly encouraged to develop a replacement planting buffer using large trees to address screening concerns between Stone Lake Condominiums and the Business Park since Stone Lake developers chose to remove all of the volunteer tree and scrub growth that was there previously which had offered some screening.

The motion passed unanimously.

- D. *Review, discussion, and possible action/recommendation to the Common Council on the request of Coach House Homes LLC (in c/o Kate Schley) for approval of a 7-lot single-family residential Preliminary Subdivision Plat with Planned Unit Development Rezoning. Eden Preserve Subdivision is proposed to be located on ~1.8 acres of land located at W59 N367 Hilbert Avenue and directly west/northwest thereof. This property, owned by Wendell Lee LLC in c/o Paula Motte, is currently zoned Rs-5 Single Family Residential.*

The commission discussed concerns about private streets, hoping the developer makes it clear to future owners that they can't come back and ask for it to become a public

street. They also strongly encouraged that SARB will require architectural compatibility for the new homes in the midst of this existing neighborhood. Commissioner Hayes emphasized the need for detailed, well designed and engineered stormwater management plans including proper rear yard tree placement that will not conflict with stormwater plans and to avoid drainage issues.

### Public Comment

Scott Soukup W59 N396 Hilbert Avenue — Wanted to confirm that the lot lines are no longer showing in the middle of the private road. Planner Censky confirmed they are not.

Doug Baade W59 N377 Hilbert Avenue — Thanked Commissioners Hayes and Bublitz for their comments about stormwater management.

Grant Witte W59 N364 Hilbert Avenue — Expressed concern about headlights creating a glare in his living room from the new road.

A motion was made by Commissioner Scholz, seconded by Council Member Fitzpatrick, to recommend to the Common Council for approval of the 7-lot single-family residential Eden Preserve Preliminary Subdivision Plat with Planned Unit Development Rezoning subject to the following conditions as recommended by the Planner:

1) Applicant to make technical plat additions/modifications/corrections prior to Common Council review/consideration of this Preliminary Plat as follows:

- a. Add Lot #'s.
- b. Add Lot Square Footages to verify above.
- c. Add vision clearance triangles (15' x 15') on both sides of private street intersection with Hilbert Avenue.
- d. The 10.47-foot-wide strip of land to be retained by the developer should be an Outlot.
- e. Eliminate "typical" references and provide all actual/absolute figures as to side/front/rear setbacks, all easements, width of pavement, width of curbing, and width of lots at the setback.
- f. The existing zoning note should read 'Rs-5 Single-Family Residential District' and the proposed zoning note should read 'Rs-5 Single-Family Residential District with PUD Planned Unit Development Overlay District'.
- g. The boundaries of Outlot 1 and Lot 1 are confusing as drawn. The entire private road isn't clearly depicted as being in an Outlot. This needs to be cleaned up.

2) Prior to Final Plat consideration/approval, applicant shall:

- a. Satisfy any/all comments/objections as may be/been received from the Wisconsin Department of Administration Plat Review.
- b. Design grading, drainage, erosion control, stormwater management, and sewer utility plans for review and approval by the City Engineer.
- c. Design the detailed private street specifications, from back-of-curb to back-of-curb, for review and approval by the City Engineer and Fire Department.
- d. Design electric and water utility plans for review and approval by the Cedarburg Light & Water Utility.

e. Grant back to the City and Cedarburg Light & Water Utility, all required easements for long-term access, care, and maintenance over all public facilities.

f. Grant a public access easement over the street, terrace, sidewalk, and all of Outlot 1

g. Enter into a Development Agreement and a Stormwater Management/Maintenance Agreement with the City.

3) As a condition of the PUD rezoning, each new structure proposed to be constructed in this development shall be subject to review and approval by the Site and Architectural Review Board prior to issuance of a building permit. Such review and approval shall be made in keeping with the standards and procedures set forth in Article F of the City Code as for 'Infill lots'.

4) As a condition of the PUD rezoning, compulsory landscaping shall be required in the rear yard setback area of each lot including not less than 1 deciduous tree (at least 2" caliper at chest height at planting) installed at spacing of not more than 40 feet center-to-center throughout the backyards of all lots in the plat. These trees shall be placed as not to interfere with the drainage/stormwater management system. The species of tree shall be proposed by the developer in consultation with an arborist, and approved by City staff.

5) As a condition of the PUD rezoning, compulsory landscaping shall be required in the front lawn/landscaping terrace area located between the back of curb and the sidewalk shall contain grass plus no less than 1 deciduous tree (at least 2" caliper at chest height at planting) installed at a spacing of not more than 40 feet center-to-center throughout the terrace area on both sides of the street throughout the plat. The species of tree shall be proposed by the developer in consultation with an arborist, and approved by City staff.

6) As a condition of the PUD rezoning, compulsory landscaping for Outlot 1 and the center of the cul de sac bulb shall be designed by the applicant in consultation with a landscape architect and/or arborist and submitted to the City staff for approval.

The motion passed unanimously.

*E. Review discussion, and possible action/recommendation to the Common Council for updates to "Chapter 1 – Issues and Opportunities" as currently set forth in the City of Cedarburg Smart Growth Comprehensive Land Use Plan-2025.*

Planner Censky highlighted updates to census data and population projections, considering growth rates of 1% and 1.3% for future planning. She also discussed tools for managing development pace, such as annexation, pre-annexation agreements, infrastructure concurrency, and development agreements.

The commission was satisfied with the Chapter 1 updates. They request revision dates be included on future Chapter updates.

Commissioner Bublitz made a motion, seconded by Commissioner Hayes, to recommend approval to the Common Council for updates to "Chapter 1 – Issues and Opportunities" as presented. The motion passed unanimously.



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

NOTICE IS HEREBY GIVEN THAT the Common Council of the City of Cedarburg, WI will hold a PUBLIC HEARING on **Monday, June 8, 2026, at 7:00 p.m.** in the Council Chambers at City Hall, W63 N645 Washington Avenue, to consider the following matter:

- 1) Review, discussion, and possible action on the request of Coach House Homes LLC (in c/o Kate Schley) for approval of a 7-lot single-family residential Preliminary Subdivision Plat within a Planned Unit Development Rezoning. Eden Preserve Subdivision is proposed to be located on ~1.8 acres of land located at W59 N367 Hilbert Avenue and directly west/northwest thereof. This property, owned by Wendell Lee LLC in c/o Paula Motte, is currently zoned Rs-5 Single Family Residential.

More detailed information on this Preliminary Plat and Rezoning 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 May 2026.

Jessica Campolo  
City Clerk

Publish: May 21, 2026  
May 28, 2026

## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** A.

**TITLE:**

Discussion and possible action on Resolution 2026-03, Accepting the Compliance Maintenance Annual Report (CMAR) for the Cedarburg Water Recycling Center.

**ISSUE SUMMARY:**

The Compliance Maintenance Annual Report (CMAR) is a DNR evaluation tool used to assess the effectiveness of the wastewater collection system and treatment facility, identify operational issues, and determine areas that may require improvement.

For 2025, the Cedarburg Water Recycling Center received a deduction of 10 points in the Biosolids Quality and Management category due to a mercury concentration of 31.5 mg/kg, which exceeded the High Quality Limit of 17 mg/kg but remained below the Ceiling Limit of 57 mg/kg. An additional 9 points were deducted in the Influent Flow and Loading category due to influent BOD loadings exceeding 90% of design capacity during the months of February, March, and December. The facility experienced zero exceedances above 100% of design BOD loading during the reporting year. The final CMAR GPA score was 3.86, which is considered acceptable by DNR standards; therefore, no corrective action plan is required at this time.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

None

**ATTACHMENTS:**

1. CMAR Council 2026
2. Cedarburg\_Resolution

**INITIATED/REQUESTED BY:**

Craig Obry

**FOR MORE INFORMATION CONTACT:**

Craig Obry, Water Recycling Center Superintendent

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

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

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	1.6967	x	289	x	8.34	=	4,090
February	1.5998	x	316	x	8.34	=	4,210
March	2.1272	x	244	x	8.34	=	4,322
April	2.5774	x	184	x	8.34	=	3,965
May	2.6027	x	146	x	8.34	=	3,179
June	2.6539	x	154	x	8.34	=	3,399
July	2.2538	x	183	x	8.34	=	3,432
August	3.3765	x	105	x	8.34	=	2,953
September	1.9218	x	184	x	8.34	=	2,948
October	1.7262	x	215	x	8.34	=	3,100
November	1.6242	x	261	x	8.34	=	3,529
December	1.6918	x	294	x	8.34	=	4,148

### 2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	5.788	x	90	=	5.2092
		x	100	=	5.788
Design BOD, lbs/day	4587	x	90	=	4128.3
		x	100	=	4587

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

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	1	0
March	1	0	0	1	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	1	0
Points per each		2	1	3	2
Exceedances		0	0	3	0
Points		0	0	9	0
<b>Total Number of Points</b>					<b>9</b>

9

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 2025

### 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?  
 Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

### 4. Sewer Use Ordinance

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

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

### 5. Septage Receiving

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

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

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

Septic Tanks

Yes  gallons

No

Holding Tanks

Yes  gallons

No

Grease Traps

Yes  gallons

No

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

### 6. Pretreatment

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

Yes

No

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

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

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

Yes

No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

<b>Total Points Generated</b>	<b>9</b>
<b>Score (100 - Total Points Generated)</b>	<b>91</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	15	13.5	3	1	0	0
February	15	13.5	4	1	0	0
March	15	13.5	2	1	0	0
April	15	13.5	2	1	0	0
May	10	10	3	1	0	0
June	10	10	3	1	0	0
July	10	10	4	1	0	0
August	10	10	4	1	0	0
September	10	10	3	1	0	0
October	10	10	3	1	0	0
November	15	13.5	3	1	0	0
December	15	13.5	3	1	0	0

\* Equals limit if limit is <= 10

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

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

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

N/A

### 2. Flow Meter Calibration

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

- Yes

Enter last calibration date (MM/DD/YYYY)

2025-07-29

- No

If No, please explain:

### 3. Treatment Problems

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

None

### 4. Other Monitoring and Limits

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

- Yes

- No

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	12	10.8	1	1	0	0
February	12	10.8	2	1	0	0
March	12	10.8	1	1	0	0
April	12	10.8	1	1	0	0
May	12	10.8	2	1	0	0
June	12	10.8	1	1	0	0
July	12	10.8	2	1	0	0
August	12	10.8	1	1	0	0
September	12	10.8	1	1	0	0
October	12	10.8	2	1	0	0
November	12	10.8	2	1	0	0
December	12	10.8	3	1	0	0

\* Equals limit if limit is <= 10

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

0

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

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

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

N/A

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Effluent Quality and Plant Performance (Ammonia - NH3)

### 1. Effluent Ammonia Results

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

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	6.4	13	.355	0	.096	.183	.655	.56	0
February	6.4	13	.348	0	.044	.236	1.024	.089	0
March	6.4	13	.063	0	.133	.024	.016	.032	0
April	4	8	.02	0	.02	.019	.028	.013	0
May	3.3	5.3	.028	0	.023	.024	.045	.024	0
June	3.3	5.3	.127	0	.093	.405	.022	.034	0
July	3.3	5.3	.042	0	.065	.035	.034	.04	0
August	3.3	5.3	.17	0	.041	.66	0	.022	0
September	3.3	5.3	.033	0	.008	.027	.063	.027	0
October	5.7	11	.036	0	.039	.037	.034	.035	0
November	6.4	13	.022	0	.037	.025	.019	.005	0
December	6.4	13	.027	0	.011	.018	.03	.025	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
<b>Total Number of Points</b>									<b>0</b>

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.  
1.2 If any violations occurred, what action was taken to regain compliance?

N/A

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

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

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.8	0.148	1	0
February	.8	0.152	1	0
March	.8	0.106	1	0
April	.8	0.075	1	0
May	.8	0.125	1	0
June	.8	0.313	1	0
July	.8	0.398	1	0
August	.8	0.442	1	0
September	.8	0.474	1	0
October	.8	0.457	1	0
November	.8	0.169	1	0
December	.8	0.144	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

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

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

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

N/A

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

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

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

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

1.1.1 If you checked Other, please describe:

N/A

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

#### Outfall No. 002 - AEROBIC LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75											4			0	0
Cadmium		39	85											.85			0	0
Copper		1500	4300											922			0	0
Lead		300	840											14.5			0	0
Mercury		17	57											31.5			1	0
Molybdenum	60		75											9.5		0		0
Nickel	336		420											20.8		0		0
Selenium	80		100											8.7		0		0
Zinc		2800	7500											625			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 1

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

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3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

The November mercury concentration (31.5 mg/kg) exceeded the high quality limit. The facility does not directly land apply biosolids; all sludge is hauled offsite by a contracted hauler and managed in a regional storage facility where it is blended with biosolids from other municipalities. The hauler performs required sampling and analysis prior to land application to ensure biosolids are within acceptable limits for land application.

Upon notification of the elevated mercury result, the facility contacted the biosolids hauler to confirm that the blended material met land application requirements. The hauler confirmed that the final biosolids were within acceptable limits for land application.

At this time, a specific source of the elevated mercury has not been identified. The facility will continue to monitor biosolids data and will evaluate potential sources if elevated concentrations persist. No exceedance of ceiling limits occurred.

0

4. Pathogen Control (per outfall):

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

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	320,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	323,057
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

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Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	237,063
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	300,453
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	316,439
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	315,836
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

# Compliance Maintenance Annual Report

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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Outfall Number:</td><td style="text-align: center; padding: 2px;"><b>002</b></td></tr> <tr><td style="padding: 2px;">Biosolids Class:</td><td style="text-align: center; padding: 2px;">B</td></tr> <tr><td style="padding: 2px;">Bacteria Type and Limit:</td><td style="text-align: center; padding: 2px;">Fecal Coliform</td></tr> <tr><td style="padding: 2px;">Sample Dates:</td><td style="padding: 2px;">01/01/2025 - 12/31/2025</td></tr> <tr><td style="padding: 2px;">Density:</td><td style="padding: 2px;">263,995</td></tr> <tr><td style="padding: 2px;">Sample Concentration Amount:</td><td style="padding: 2px;">CFU/G TS</td></tr> <tr><td style="padding: 2px;">Requirement Met:</td><td style="padding: 2px;">Yes</td></tr> <tr><td style="padding: 2px;">Land Applied:</td><td style="padding: 2px;">No</td></tr> <tr><td style="padding: 2px;">Process:</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Process Description:</td><td style="padding: 2px;"></td></tr> </table>	Outfall Number:	<b>002</b>	Biosolids Class:	B	Bacteria Type and Limit:	Fecal Coliform	Sample Dates:	01/01/2025 - 12/31/2025	Density:	263,995	Sample Concentration Amount:	CFU/G TS	Requirement Met:	Yes	Land Applied:	No	Process:		Process Description:		0
Outfall Number:	<b>002</b>																				
Biosolids Class:	B																				
Bacteria Type and Limit:	Fecal Coliform																				
Sample Dates:	01/01/2025 - 12/31/2025																				
Density:	263,995																				
Sample Concentration Amount:	CFU/G TS																				
Requirement Met:	Yes																				
Land Applied:	No																				
Process:																					
Process Description:																					
<p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Yes (40 Points)</li> <li><input checked="" type="radio"/> No</li> </ul> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; padding: 2px; width: 80%;">N/A</div>																					
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Outfall Number:</td><td style="text-align: center; padding: 2px;"><b>002</b></td></tr> <tr><td style="padding: 2px;">Method Date:</td><td style="text-align: center; padding: 2px;">12/31/2025</td></tr> <tr><td style="padding: 2px;">Option Used To Satisfy Requirement:</td><td style="text-align: center; padding: 2px;">Injection when land apply</td></tr> <tr><td style="padding: 2px;">Requirement Met:</td><td style="padding: 2px;">Yes</td></tr> <tr><td style="padding: 2px;">Land Applied:</td><td style="padding: 2px;">No</td></tr> <tr><td style="padding: 2px;">Limit (if applicable):</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Results (if applicable):</td><td style="padding: 2px;"></td></tr> </table>	Outfall Number:	<b>002</b>	Method Date:	12/31/2025	Option Used To Satisfy Requirement:	Injection when land apply	Requirement Met:	Yes	Land Applied:	No	Limit (if applicable):		Results (if applicable):		0						
Outfall Number:	<b>002</b>																				
Method Date:	12/31/2025																				
Option Used To Satisfy Requirement:	Injection when land apply																				
Requirement Met:	Yes																				
Land Applied:	No																				
Limit (if applicable):																					
Results (if applicable):																					
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Yes (40 Points)</li> <li><input checked="" type="radio"/> No</li> </ul> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; padding: 2px; width: 80%;">N/A</div>																					
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"> <li><input checked="" type="radio"/> &gt;= 180 days (0 Points)</li> <li><input type="radio"/> 150 - 179 days (10 Points)</li> <li><input type="radio"/> 120 - 149 days (20 Points)</li> <li><input type="radio"/> 90 - 119 days (30 Points)</li> <li><input type="radio"/> &lt; 90 days (40 Points)</li> <li><input type="radio"/> N/A (0 Points)</li> </ul> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; padding: 2px; width: 80%;">N/A</div>	0																				
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p>																					

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No issues with biosolids.	
---------------------------	--

<b>Total Points Generated</b>	10
<b>Score (100 - Total Points Generated)</b>	90
<b>Section Grade</b>	<b>B</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
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## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points) <input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes<ul style="list-style-type: none"><li>○ Paper file system</li><li>○ Computer system</li><li>● Both paper and computer system</li></ul></li><li>○ No (10 points)</li></ul>	<b>0</b>
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>○ Very good</li><li>● Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p> <div style="border: 1px solid black; padding: 5px;">Plant has been operating efficiently, but is showing signs of age.</div>	

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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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Cedarburg Wastewater Treatment Facility

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## Operator Certification and Education

1. Operator-In-Charge  
 1.1 Did you have a designated operator-in-charge during the report year?  
 Yes (0 points)  
 No (20 points)  
 Name:   
 Certification No:

**0**

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

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

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)  
 Yes (0 points)  
 No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?  
 Yes  
 No  
 N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?  
 Yes  
 No  
 N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

**0**

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

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<input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) If "None of the above" is selected, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
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<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p> <ul style="list-style-type: none"> <li><input type="radio"/> Averaging 6 or more CECs per year.</li> <li><input type="radio"/> Averaging less than 6 CECs per year.</li> </ul> <p>Advanced Certification:</p> <ul style="list-style-type: none"> <li><input checked="" type="radio"/> Averaging 8 or more CECs per year.</li> <li><input type="radio"/> Averaging less than 8 CECs per year.</li> </ul>	
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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Maureen Hartjes"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="262-376-3907"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="mahartjes@cityofcedarburg.wi.gov"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="4,840,448.09"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="4,840,448.09"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">+</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="658,804.47"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="4,840,448.09"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="4,840,448.09"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="658,804.47"/>	
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="4,840,448.09"/>											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="4,840,448.09"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="658,804.47"/>											

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

\$ 732,781.56

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

\$ 4,766,471.00

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

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

New Jetter/Vac Truck. Repair two aerator trains on the oxidation ditch. New gear boxes on the oxidation ditch. New VFD's for raw pumps. New flow meter at Garfield lift station. New skimmer arms on gravity thickner.

3.3 What amount should be in your Replacement Fund? \$ 1,272,014.00

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

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

- Yes
- No

If No, please explain.

## 4. Future Planning

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

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sanitary collection repairs on St. John Ave., Madison Ave, and Westlawn Ave.	\$600,000	2027
2	Upgrade Evergreen lift station.	\$1,600,000	2026
3	Sanitary collection repairs on Fair St., Franklin Ave., Madison Ave., St. John Ave., Elm St., and Cedar Ridge Dr.	\$730,000	2026
4	CIPP lining.	\$118,000	2026
5	Complete reconstruction of Washington Ave.	\$600,000	2026
6	WWTP plant remodel phase 1 - High priority improvements. Includes Garfield lift station upgrade.	\$24,840,000	2027
7	WWTP plant remodel phase 2 - Biosolids stabilization and handling	\$33,393,000	2030
8	WWTP plant remodel phase 3 - Lower priority improvements.	\$25,137,000	2033
9	CIPP Lining	\$100,000	2027

## 5. Financial Management General Comments

The city has decided to renovate the current wastewater treatment plant, do upgrades to Garfield lift station, and move biosolids to an offsite location that the city owns. The plan for this project is to be 3 phases over the next 10 years.

ENERGY EFFICIENCY AND USE

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## 6. Collection System

### 6.1 Energy Usage

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

#### COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	21,491	33
February	18,351	95
March	19,006	75
April	18,669	66
May	17,823	48
June	16,562	39
July	16,464	28
August	19,001	32
September	15,854	31
October	16,825	28
November	18,954	33
December	21,713	48
<b>Total</b>	<b>220,713</b>	<b>556</b>
<b>Average</b>	<b>18,393</b>	<b>46</b>

#### 6.1.2 Comments:

N/A

## 6.2 Energy Related Processes and Equipment

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

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

#### 6.2.2 Comments:

N/A

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

- No
- Yes

Year:

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By Whom:

Describe and Comment:

## 6.4 Future Energy Related Equipment

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

Upgrading two lift stations to more energy efficient pumps.

## 7. Treatment Facility

### 7.1 Energy Usage

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

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	102,513	52.60	1,949	126.79	809	692
February	90,250	44.79	2,015	117.88	766	844
March	99,639	65.94	1,511	133.98	744	887
April	99,987	77.32	1,293	118.95	841	536
May	103,541	80.68	1,283	98.55	1,051	279
June	97,163	79.62	1,220	101.97	953	6
July	102,038	69.87	1,460	106.39	959	0
August	109,352	104.67	1,045	91.54	1,195	0
September	89,275	57.65	1,549	88.44	1,009	0
October	87,679	53.51	1,639	96.10	912	0
November	87,114	48.73	1,788	105.87	823	147
December	98,415	52.45	1,876	128.59	765	768
<b>Total</b>	<b>1,166,966</b>	<b>787.83</b>		<b>1,315.05</b>		<b>4,159</b>
<b>Average</b>	<b>97,247</b>	<b>65.65</b>	<b>1,552</b>	<b>109.59</b>	<b>902</b>	<b>520</b>

7.1.2 Comments:

N/A

## 7.2 Energy Related Processes and Equipment

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

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping

# Compliance Maintenance Annual Report

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Mechanical Sludge Processing

Nitrification

SCADA System

UV Disinfection

Variable Speed Drives

Other:

## 7.2.2 Comments:

None

## 7.3 Future Energy Related Equipment

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

The city has decided to renovate the current wastewater treatment plant and move biosolids to an offsite location that the city owns. The plan for this project is to be 3 phases over the next 10 years. Energy efficient equipment will be part of this project.

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

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

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

## 9. Energy Efficiency Study

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

No

Yes

Entire facility

Year:

2017

By Whom:

Focus on Energy

Describe and Comment:

None

Part of the facility

Year:

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**2025**

By Whom: <input type="text"/>
Describe and Comment: <input type="text"/>

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
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## Sanitary Sewer Collection Systems

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

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

- Yes
- No

If No, explain:

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

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

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

- Goals [NR 210.23 (4)(a)]

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

Clean 50% of the collection system. Clean all storm catch basins in the city. Clean and inspect all lift stations. Clean lift station wet wells twice per year. Clean headworks channel.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

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

Cedarburg Sewer Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2025-07-28

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

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance
- Operation and Maintenance [NR 210.23 (4) (d)]

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

- Equipment and replacement part inventories
- Up-to-date sewer system map

# Compliance Maintenance Annual Report

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- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

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

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

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

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

Does your emergency response capability include:

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

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

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

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

0

## 2. Operation and Maintenance

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

Cleaning	<input style="width: 60px;" type="text" value="50.6"/>	% of system/year
Root removal	<input style="width: 60px;" type="text" value="0.2"/>	% of system/year
Flow monitoring	<input style="width: 60px;" type="text" value="10"/>	% of system/year
Smoke testing	<input style="width: 60px;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 60px;" type="text" value="15"/>	% of system/year
Manhole inspections	<input style="width: 60px;" type="text" value="47"/>	% of system/year
Lift station O&M	<input style="width: 60px;" type="text" value="52"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 60px;" type="text" value="1.6"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 60px;" type="text" value="2"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 60px;" type="text" value="0"/>	% of system/year

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Private sewer I/I removal  % of private services

River or water crossings  % of pipe crossings evaluated or maintained

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

### 3. Performance Indicators

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

<input type="text" value="31.9"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34"/>	Annual average precipitation (for your location)
<input type="text" value="60"/>	Miles of sanitary sewer
<input type="text" value="11"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="13"/>	Number of complaints
<input type="text" value="2.150"/>	Average daily flow in MGD (if available)
<input type="text" value="12.341"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.02"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.22"/>	Complaints (number/sewer mile)
<input type="text" value="5.7"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

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

Date	Location	Cause	Estimated Volume
8/10/2025 2:30:00 AM - 8/10/2025 7:00:00 PM	W54 N370 Park Lane	Rain, Flooding	250,000

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

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

The city is continuing its program to line and replace deteriorated sewer mains as needed to reduce the I&I within the collection system. In addition, the city is currently conducting a facility study to evaluate improvements throughout the wastewater treatment plant and collection system to help reduce the likelihood of future TFO events during wet weather conditions.

### 5. Infiltration / Inflow (I/I)

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

- Yes
- No

# Compliance Maintenance Annual Report

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If Yes, please describe:

Wet weather events resulted in elevated flows within the collection system and treatment plant. The city continues to identify and address sources of infiltration and inflow throughout the system.

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

- Yes
- No

If Yes, please describe:

Significant rainfall events contributed to increased flows within the collection system and treatment facility, including a reported TFO. Elevated flows can impact treatment processes and increase operational demands during wet weather conditions.

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

No significant changes in overall I/I conditions were observed compared to previous years. The city continues ongoing maintenance and rehabilitation efforts to reduce I/I throughout the collection system.

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

The city continues televising sanitary sewer mains to identify sources of I/I. When defects are identified, corrective actions including CIPP lining, sewer main replacement, and manhole grouting/rehabilitation are completed as feasible. In addition, the city is conducting a facility study to evaluate improvements throughout the collection system and wastewater treatment plant related to wet weather flow management.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 **2025**

## Grading Summary

WPDES No: 0020222

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	B	3	5	15
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>37</b>	<b>143</b>
<b>GRADE POINT AVERAGE (GPA) = 3.86</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
5/7/2026 2025

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of Cedarburg

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

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

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = B

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

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

One treatment facility overflow (TFO) occurred on August 10, 2025, during a significant wet weather event. Total rainfall from August 9 through August 11 was approximately 6.8 inches. Due to excessive influent flows exceeding the hydraulic capacity of the influent piping, wastewater discharged through the storm outfall near the wet well and entered Cedar Creek. Elevated flows also caused wastewater to surface near the septage receiving area and PistaGrit system. Immediate corrective actions included increased monitoring of known high I/I areas within the collection system and manual operation of the step screen and PistaGrit equipment during high flow conditions. Long-term corrective actions include continued rehabilitation, replacement, and lining of deteriorated sewer infrastructure to reduce inflow and infiltration. A facility plan is currently in progress to evaluate and implement upgrades at the existing treatment facility.

# Compliance Maintenance Annual Report

Cedarburg Wastewater Treatment Facility

Last Updated: Reporting For:  
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**ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS**

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

**G.P.A. = 3.86**

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**CITY OF CEDARBURG  
RESOLUTION NO. 2026-03**

2025 Compliance Maintenance Annual Report – Water Recycling Center

**WHEREAS**, the Wisconsin Department of Natural Resources requires that the City of Cedarburg submit an annual Compliance Maintenance Report for its Water Recycling Center; and

**WHEREAS**, the compliance maintenance program requires the adoption of a resolution by the governing body of the entity operating the wastewater treatment facility;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Cedarburg authorizes the appropriate municipal officers to inform the Department of Natural Resources that the following actions were taken by the City of Cedarburg Common Council:

1. Reviewed the Compliance Maintenance Annual Report which is attached to this resolution.
2. No further action is necessary.

Passed and adopted this 8th day of June, 2026.

---

Patricia Thome, Mayor

Attest:

---

Jessica Campolo, City Clerk

## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** B.

**TITLE:**

Discussion and possible action on Ordinance No. 2026-09 amending section 10-1-27(a) of the code of ordinances to remove prohibited parking zones on the north and south side of Mill Street east of Washington Avenue.

**ISSUE SUMMARY:**

In an effort to add additional parking in the downtown area, the Public Works and Sewerage Commission looked at removing prohibited parking zones on the north and south sides of Mill Street east of Washington Avenue.

The current code lists Parking Prohibited Zones on Mill Street east of Washington Avenue as follows:

- On the north side of Mill Street between Washington Avenue and Portland Road (Ord. 96-21)
- On the south side of Mill Street for a distance of forty (40) feet east from the intersection with Washington Avenue and commencing two-hundred (200) feet east from the intersection with Washington Avenue and Portland Road (Ord. 96-21)

The attached exhibit shows the removal of the Parking Prohibited Zone on the north side of Mill Street west of the west Cultural Center Driveway and between the two Cultural Center driveways could add 12 spaces. Also, removal of the Parking Prohibited Zone on the south side of Mill Street east of the Creekside Center driveway could add 5 parking spaces. The proposed parking addition on the south side of Mill Street was shortened from the initial proposal at Fire Department request to keep the Mill Street and Portland Road intersection from becoming congested.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

The Public Works and Sewerage Commission approved the removal of the proposed Parking Prohibited zones subject to Fire Department approval.

**BUDGETARY IMPACT:**

None

**ATTACHMENTS:**

1. Mill Street Parking Exhibit Updated
2. Ord 2026-09 Removing Prohibited Parking Zones

**INITIATED/REQUESTED BY:**

Mike Wieser

**FOR MORE INFORMATION CONTACT:**

Mike Wieser, Engineer/Public Works Director

# Mill Street (Washington to Portland)



\* THE PROPOSED PARKING ADDITION WAS SHORTENED AT FIRE DEPT REQUEST

**ORDINANCE NO. 2026-09**

**An Ordinance Removing Prohibited Parking Zones  
North Side and South Side of Mill Street East of Washington Avenue.**

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

**SECTION 1.** Section 10-1-27(a) of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

**SEC. 10-1-27 Parking Prohibited Zones**

(a) Parking Prohibited Zones

(69) On the north side of Mill Street, for a distance of eighty (80) feet from the intersection with Washington Avenue and commencing four-hundred forty (440) feet east from the intersection with Washinton Avenue to Portland Road.

(70) On the south side of Mill Street for a distance of forty (40) feet east from the intersection with Washington Avenue and commencing two-hundred ten (210) feet east from the intersection with Washington Avenue for one-hundred thirty (130) feet to the east and commencing four-hundred fifty-five (455) feet east from the intersection with Washington Avenue to Portland Road.

**SECTION 2.** Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity of 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 8<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Patricia Thome, Mayor

Attest:

\_\_\_\_\_  
Jessica Campolo, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** C.

**TITLE:**

Discussion and possible action on contract with E Plan Exam for plan review for commercial projects.

**ISSUE SUMMARY:**

E-Plan Exam is a Wisconsin-based company that provides third-party commercial plan review services for municipalities. Their services include Building, HVAC, Fire Alarm, Fire Sprinkler, and Plumbing plan reviews while ensuring compliance with State of Wisconsin building codes and local municipal requirements.

Of the more than 1,000 municipalities in Wisconsin, only a small fraction are authorized to review building plans of unlimited size, and even fewer are capable of performing full Building, HVAC, Fire Alarm, Fire Sprinkler, and Plumbing plan reviews at the local level. E-Plan Exam assists communities either by serving as a backup plan review provider or by helping municipalities achieve full delegated authority from the State.

The company works directly with local Building Inspection Departments and provides expedited plan reviews with a guaranteed fifteen-business-day turnaround. Municipal staff also have full access to the review system for transparency throughout the process.

Partnering with E-Plan Exam would allow the City to remove much of the time-intensive commercial plan review workload from staff, allowing inspectors to focus more on inspections, customer service, and department operations. The service would also help streamline commercial projects, improve turnaround times, and keep a portion of the plan review revenue at the local level that would otherwise go directly to the State.

Overall, E-Plan Exam serves as a professional extension of the City's Building Inspection Department while providing efficient, transparent, and locally focused plan review services.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

Positive

**ATTACHMENTS:**

1. PSA - Cedarburg - E-Plan Exam V2.2 - 3-18-26

2. E Plan Exam Sample Invoice

**INITIATED/REQUESTED BY:**

Jeff Thoma

**FOR MORE INFORMATION CONTACT:**

Jeff Thoma, Building Inspector

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into by and between City of Cedarburg, a Wisconsin municipality ("Client") and EPLEX, LLC, a Wisconsin limited liability company (DBA E-Plan Exam) ("Consultant"), as of the date on which the last Party hereto executes this Agreement (as set forth on the signature page of this Agreement) (the "Effective Date"). Client and Consultant may each be referred to herein as a "Party", and collectively as the "Parties".

### RECITALS

WHEREAS Client desires to retain Consultant to perform the services listed in **Exhibit A**, attached hereto (the "Services"), and Consultant is willing to perform the Services, in accordance with the terms of this Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. **CERTAIN DEFINITIONS**. In addition to other terms defined throughout this Agreement, the following capitalized terms used herein shall have the following meanings:
  - a. "**Accepted Project**" means a Project for which Consultant has agreed to perform Services. Consultant shall be deemed to have agreed to perform Services for a Project if, and upon such time that, (i) Consultant has accepted such Project, (ii) Consultant is in receipt of all information and documentation required to perform the Services with respect to such Project (as determined in Consultant's sole discretion), (iii) Consultant has been paid all applicable Fees that are payable to Consultant with respect to such Project, and (iv) if such Project is a Client Reserved Project, Client has elected not to (or is deemed to have elected not to), perform plan reviews or other actions that would otherwise fall within the scope of the Services with respect to such Project in accordance with Section 3(a) (the date on which such acceptance occurs is the "**Project Acceptance Date**").
  - b. "**Base Fees**" means, collectively, the Commercial Plan Base Fees, the Stormwater Base Fees and the Exterior Plumbing Base Fees (as such terms are defined on **Exhibit B**).
  - c. "**Client Reserved Project**" means any Project described on **Exhibit C**. For the avoidance of doubt, no Client Reserved Project will include or consist of any Project (i) involving any building or structure that exceeds any Project Review Threshold, (ii) unless expressly set forth on **Exhibit C**, listed in Table 382.20-2 of Section 382.20 of the Wisconsin Administration Code or (iii) involving the reviewing of plans for fire alarm and/or sprinkler systems.
  - d. "**Consultant Exclusive Project**" means any Project (i) involving any building or structure that exceeds any Project Review Threshold, (ii) listed in Table 382.20-2 of Section 382.20 of the Wisconsin Administration Code, (iii) involving the reviewing of plans for fire alarm and/or sprinkler systems, and/or (iv) that is not a Client Reserved Project.
  - e. "**Department**" means the Wisconsin Department of Safety and Professional Services.

- f. “Project” means any individual construction, addition, relocation, alteration, change of occupancy and/or repair project with respect to any building, structure, parking lot, building component and/or building system within Client’s jurisdictional boundary for which a plan review request is submitted to Consultant and that meets the definition and criteria of a “Place of Employment” or “Public Building” as such terms are defined in Wis. Stat. §§ 101.01(11) and 101.01(12), respectively.
- g. “Project Review Threshold” means (i) with respect to any Project involving any new construction of a building or structure, 5,000 square feet of the floor area of such building or structure (as applicable), (ii) with respect to any Project involving an addition to an existing building or structure, 5,000 square feet of the floor area of such addition and (iii) with respect to any Project involving solely alteration work of an existing building or structure, 10,000 square feet of floor area of such building or structure (as applicable).

2. SCOPE OF SERVICES.

- a. Consultant shall perform the Services for the Accepted Projects (i) using one or more service providers that are licensed in the State of Wisconsin and (ii) in accordance with industry-standard levels of competency in the state and municipality in which the Services are to be performed.
- b. Subject to Section 4(e), Consultant shall complete the Services with respect to any Accepted Project within fifteen (15) business days following the Project Acceptance Date. For the avoidance of doubt, if Consultant requires additional documentation or information to complete the Services with respect to an Accepted Project (as determined in Consultant’s sole discretion), then such fifteen (15) business day period may be tolled by Consultant and such period shall only resume once Consultant is in receipt of such additional documentation or information.
- c. Unless otherwise allowed herein, Client shall exclusively use Consultant to perform the Services with respect to any Consultant Exclusive Project, and Client agrees that it shall not perform (or engage any other person or entity to perform, other than the Department) any plan reviews or take any other action that would otherwise fall within the scope of the Services for any Consultant Exclusive Project.
- d. Client is not required to accept Consultant’s approval or disapproval of the plans for any Project for which Consultant performs Services hereunder. Notwithstanding the foregoing, Consultant will be entitled to retain all applicable Fees paid to Consultant hereunder with respect to the Services that Consultant performed.

3. CLIENT RESERVED PROJECTS.

- a. Client shall have the right to independently perform plan reviews and take any other action that would otherwise fall within the scope of the Services with respect to any Client Reserved Project. Within five (5) business days following the submission of a plan review to Consultant for a Project that constitutes a Client Reserved Project, Consultant shall notify Client of such submission. Within five (5) business days following such notice, Client shall notify Consultant

in writing whether Client elects to perform the plan review and/or any other action that would otherwise fall within the scope of the Services with respect to such Client Reserved Project. If Client either (i) fails to provide such notice within such five (5) business day period, or (ii) elects not to perform such plan review and/or other action, Consultant shall commence with services. If Client elects to perform such plan review and/or other actions with respect to such Project, then Client shall be solely responsible and liable for all plan reviews and all other obligations, and Consultant shall have no obligations of any kind or nature, with respect to any Project that Client has elected to perform (and such Project shall not constitute an Accepted Project).

- b. Notwithstanding anything to the contrary in this Agreement, Client may only perform plan reviews with respect to any Project if Client conducts such plan reviews using one or more qualified individuals that maintain the license(s) required to perform such plan reviews (without reliance on any of Consultant's or any of its personnel's licenses, or any requirement for Consultant to oversee such plan reviews) for the applicable Project and are in good standing with the applicable licensing authority.
- c. Client may request that the Department perform any plan review with respect to any Project in lieu of Consultant, in which case Consultant shall have no obligations of any kind or nature with respect to such Project.

#### 4. CLIENT OBLIGATIONS.

- a. Client shall take all actions necessary to either (i) receive delegated authority from the Department to perform building inspection services, or (ii) become an appointed agent of the Department to examine plans and make inspections for building and alterations for Projects of unlimited size, in each case pursuant to the applicable provisions of Wis. Stat. § 101.12 (in either such case, an "Appointed Agent"). Client shall comply in all respects with all applicable statutes, codes and regulations pertaining to obtaining or maintaining its status as an Appointed Agent including, without limitation, adopting or amending any applicable ordinances. Consultant agrees to provide commercially reasonable assistance to Client with respect to obtaining Appointed Agent status, provided that (y) all out of pocket fees and expenses incurred by Consultant shall be promptly reimbursed by Client, and (z) Consultant shall have no obligation to commence or participate in any legal action or similar proceeding in connection therewith.
- b. Client shall be solely responsible for determining the requirements for the commencement of any Project including, without limitation, any and all required documentation, approvals, permits, bonds, zoning compliance, historical review and architectural review board approvals with respect to any such Project.
- c. Client shall provide (whether or not requested by Consultant), in a timely manner and (if applicable) promptly upon Consultant's request, all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation and information reasonably required to perform the Services.
- d. Client shall employ or retain, at its sole cost and expense, a sufficient number of licensed and credentialed inspectors to the extent required by the Department to obtain, or maintain (as applicable), Appointed Agent status.

- e. Notwithstanding anything to the contrary, any deadline for the performance of Services by Consultant shall be extended to the extent, and for the duration, that Client fails to comply with any provision of this Section 4.

5. FEES; INVOICES.

- a. In consideration of Consultant performing the Services, Consultant shall be entitled to the applicable fees for the Services performed as set forth on **Exhibit B** (the “Fees”). Fees are payable in full to Consultant by the applicant of a Project (an “Applicant”) prior to Consultant’s commencement of Services with respect to such Project; provided, however, that if such applicant fails to pay the applicable Fees with respect to any Project for which Consultant performs Services for any reason as reasonably determined by Consultant (including, without limitation, in the event of a bounced or fraudulent check or credit charge), then Client shall be responsible for paying and shall promptly pay the Fees for such Services directly to Consultant. For the avoidance of doubt, Consultant shall not be required to (i) initiate any litigation or collections proceeding against any Applicant, (ii) engage any collections agency or other third party, or (iii) otherwise incur any out-of-pocket fees or expenses of any kind or nature, in each case for the purpose of collecting any amounts owed by any Applicant.
- b. On each three (3) year anniversary of the Effective Date (each, a “Fee Escalation Anniversary”), Consultant and Client agree to negotiate in good faith a reasonable increase in the Base Fees. If Consultant and Client are not able to agree on a reasonable increase in the Base Fees within the ninety (90) day period following an applicable Fee Escalation Anniversary, then the Base Fees will automatically increase upon the expiration of such ninety (90) day period based on the most recent increase of the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) from the last time that Base Fees were increased or established (as applicable), as determined by Consultant in its reasonable discretion.
- c. Within fifteen (15) days following the end of each month during the term of this Agreement, Consultant shall deliver to Client an invoice (which shall include applicable supporting documentation) setting forth (i) the amount of Fees owed to Consultant for Services performed during the previous month, (ii) the amount of Fees actually collected by Consultant during the previous month, (iii) Client’s portion of the Base Fees (as set forth on **Exhibit A**) actually collected by Consultant during the previous month and (iv) any incidental charges or out-of-pocket expenses that are reimbursable by Client in accordance with the terms of this Agreement and the Exhibits hereto (collectively, “Reimbursable Costs”). Client shall have the right to dispute any item set forth on any such invoice during the fifteen (15) day period following the date such invoice was issued, in which case the Parties agree to negotiate in good faith to attempt to resolve such dispute. If Client does not dispute any item on an invoice within such fifteen (15) day period, then Client shall be deemed to have waived its right to dispute such invoice.
- d. Within thirty (30) days following the date of such invoice, Consultant shall remit to Client its portion of the Base Fees (as set forth on **Exhibit A**) actually collected by Consultant during the previous month in accordance with the written instructions of Client.

- e. Within fifteen (15) days following Consultant's delivery of an invoice to Client, Client shall pay to Consultant the amount of any Reimbursable Costs set forth on such invoice.
6. DOCUMENT AND PLAN SUBMISSIONS. Client shall take all reasonable efforts necessary, including, without limitation, adopting any ordinances, to permit and enable the electronic submission of plans and other associated documents for review (collectively, "Submitted Documents") in .pdf format. If the electronic submission of Submitted Documents in .pdf format is not possible after Client has taken all such reasonable efforts, then the submission thereof in paper format shall be permissible. In such case, Client and Consultant shall create and implement a procedure for the shipping and handling of Submitted Documents to Consultant to enable Consultant to perform the Services with respect to such Submitted Documents. Any direct or indirect charges, fees or expenses associated with labor, material, or other costs arising from or in connection with the delivery of Submitted Documents to approved third party couriers to ship materials, whether to Consultant, Client or any third party, shall be the sole responsibility of Client, and shall be included in the Reimbursable Costs.
7. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year periods, unless a Party notifies the other Party in writing at least thirty (30) days prior to the date on which the term of this Agreement will renew of such Party's election not to renew this Agreement. Notwithstanding the foregoing, if the time for performance of any Services has not expired as of the date the term of this Agreement would otherwise expire, then the term of this Agreement shall automatically extend to the date on which the time for performances of such Services expires.
8. TERMINATION.
- a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, with or without cause at any time.
  - b. Each Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
    - i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days after receipt of written notice of such breach; or
    - ii. (I) becomes insolvent or admits its inability to pay its debts generally as they become due; (II) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- c. In the event of termination, Consultant shall retain its portion of the Fees for Services completed up to and including the effective date of termination. In addition, Consultant shall have the right to return to Client or otherwise dispose of any Submitted Documents without comments or the performance of any Services with respect thereto.
  - d. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 9 (Indemnification), 10 (Limitation of Liability), 14 (Ownership of Documents), 15 (Confidentiality), 19 (Dispute Resolution), 20 (Choice of Forum), 21 (Waiver of Jury Trial), 22 (Governing Law), and any other term or condition under this Agreement which by its nature should survive the termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.
9. INDEMNIFICATION. Client agrees to defend, indemnify and hold Consultant and its members, directors, managers, officers, employees, affiliates, agents and representatives (each, a "Consultant Indemnified Party") harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees), penalties, damages, liabilities, losses, taxes, demands, lawsuits, claims, proceedings and/or causes of action incurred by or asserted against any Consultant Indemnified Party arising from or in connection with or otherwise related to (a) any breach by Client of any representation, covenant, agreement or obligation set forth in this Agreement, (b) personal injury (including death) or damage to real or personal property resulting from any act or omission of Client or any of its employees, affiliates, agents, and/or representatives, (c) any negligent or more culpable act or omission of Client or any of its employees, affiliates, agents and or representatives (including any reckless or willful misconduct), (d) any failure by Client or any of its employees, affiliates, agents and representatives to comply with any applicable federal, state, or local laws, statutes, regulations, or codes, (e) any Project for which Consultant did not perform any Services (including, without limitation, any Client Reserved Project or any Project for which Client or the Department performed plan reviews), and/or (f) any failure of Client to adequately inspect any Project. Nothing contained in this Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained in Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, neither the Client nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.
10. LIMITATION OF LIABILITY.
- a. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - b. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE),

OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. SUBCONTRACTORS. Consultant shall have the right to subcontract all or portions of the Services without notice to Client; provided that Consultant shall not be relieved of any of its obligations under this Agreement. Upon completion of the Services for an applicable Project, Consultant shall provide Client a list of all personnel utilized in the completion of the Services (whether or not such personnel are subcontractors), including applicable license information for such personnel and the portion of the Services performed by such personnel.
  
12. INSURANCE.
  - a. Consultant shall procure and maintain the following insurance policies with at least the minimum insurance coverages listed below:
    - i. Commercial general liability insurance with a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate, which shall include coverage for all premises and operations of Consultant, bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
    - ii. Professional liability insurance with a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate.
    - iii. Umbrella insurance with a limit of five million dollars (\$5,000,000).
  - b. Consultant's insurance policies will not cover subcontractors as named insureds. Subcontractors that perform any Services shall be required to maintain their own insurance coverage for the same limits and requirements as set forth in this Agreement, covering their respective portion of the Services performed. Consultant shall be solely responsible for confirming the existence of each Subcontractor's insurance coverage at identical coverage and coverage amounts as required of Consultant herein prior to Subcontractor performing any Services under this Agreement.
  - c. Consultant shall provide certificates of insurance reflecting the above coverages, for itself and all Subcontractors, to Client upon request.
  
13. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. The details of the method and manner for performance of the Services by Consultant shall be under its own control. Consultant shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.

14. OWNERSHIP OF DOCUMENTS.

- a. All intellectual property rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Consultant in performing the Services and developed or acquired by Consultant prior to or independently of this Agreement shall be owned exclusively by Consultant and its licensors.
- b. Client hereby grants Consultant a nonexclusive, nontransferable and fully-paid license to use and display Client's name in Consultant's marketing materials, on its website, and for other similar purposes.

15. CONFIDENTIAL INFORMATION.

- a. All non-public, confidential or proprietary information of Consultant ("Confidential Information"), including, but not limited to, information about Consultant's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Client in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by Consultant in writing. Client shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this Agreement; (ii) is obtained by Client on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Client establishes by documentary evidence, was in its possession prior to Consultant's disclosure hereunder; (iv) was or is independently developed by Client without using any of the Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, including but not limited to the Wisconsin Open Records Law, in which case Client shall provide Consultant with prompt written notice thereof to permit Consultant an opportunity to appeal or challenge any such purportedly required disclosure.
- b. Client shall be responsible for any breach of this Section 15 caused by any of its employees, contractors, agents, or representatives. At any time during or after the term of this Agreement, at Consultant's written request, Client shall promptly return to Consultant all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Consultant that the Confidential Information has been destroyed. Client's obligations under this Section 15 will survive termination or expiration of this Agreement for a period of three (3) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

16. **REQUIRED AUTHORIZATIONS.** Each of the Parties represents that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
17. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
18. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail. A Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18:

If to Client:	If to Consultant:
Name: <u>City of Cedarburg</u> Attn: <u>Mikko Hilvo</u> Address: <u>W63N645 Washington Avenue</u> <u>P.O. Box 49</u> Email: <u>Cedarburg, WI 53012</u>	EPLEX, LLC (d/b/a E-Plan Exam) Attn: David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005 Email: damattox@eplanexam.com

19. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a “Dispute”), shall be submitted for negotiation and resolution to the Consultant and to the Client (as set forth in Section 18, above), by delivery of written Notice (each, a “Dispute Notice”) from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within 90 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 20, 21 and 22 hereunder.
20. **CHOICE OF FORUM.** Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
21. **WAIVER OF JURY TRIAL.** Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to

this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

22. GOVERNING LAW. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.
23. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Consultant hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns; and (i) other similar events beyond the reasonable control of the impacted Party.
24. AMENDMENTS. Any changes to Services, and any other proposed amendments to this Agreement, exhibits, schedules, attachments, and appendices attached to this Agreement, shall be mutually agreed upon between the Parties and shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed (by both Parties) amendment to this Agreement.
25. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
26. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement, and any amendments hereto, may be executed by electronic means (e.g., via DocuSign, .portable document format or any other electronic signature) and in any number of counterparts, and each such counterpart and electronic executed copy hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.
27. ASSIGNMENT. Neither Party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No assignment or delegation shall relieve the assigning Party of any of its obligations under this Agreement. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consultant's assets with Client's prior consent.

28. ENTIRE AGREEMENT. This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. The Parties expressly agree that no terms or conditions set forth in any form or document issued by Client and/or the Applicant shall be deemed to modify or amend the terms of this Agreement (all of which are hereby rejected by Consultant) unless expressly agreed to in writing by Consultant. The acceptance of any Accepted Project by Consultant is expressly made conditional on, and subject to, the acceptance of the terms and conditions set forth in this Agreement, notwithstanding any terms or conditions in any other form or document that may be different from, or in addition to, the terms and conditions set forth herein.

*[Signature Page Follows]*

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: \_\_\_\_\_ Consultant: EPLEX, LLC \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: David Adam (DA) Mattox, P.E. \_\_\_\_\_

Title: \_\_\_\_\_ Title: President \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit A – Services

### 1. PLAN REVIEW SERVICES

Plan review is limited to Building, HVAC, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines for Accepted Projects.

### 2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler plan review Fees shall be based upon the fee schedule set forth on **Exhibit B**.
- Base Fees will be split with Client as follows:
  - **90%** of Base Fees that are collected by Consultant are retained by Consultant and **10%** are remitted to Client, in each case in accordance with the terms of the Agreement.
    - Out of Consultant's retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

## Exhibit B – Fees

<b>COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION</b>				
1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.				
2. A separate plan review fee is charged for each type of plan review.				
<b>Base Fee Schedule (“Commercial Plan Base Fees”)</b>				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 500 sf	\$200	\$150	\$150	\$150
501 sf - 2,500	\$300	\$180	\$150	\$150
2,501 - 5,000	\$350	\$250	\$150	\$150
5,001 – 7,500	\$600	\$350	\$150	\$150
7,501 - 10,000	\$750	\$400	\$200	\$200
10,001 – 15,000	\$850	\$500	\$200	\$200
15,001 - 20,000	\$1,100	\$550	\$200	\$200
20,001 - 30,000	\$1,350	\$600	\$250	\$250
30,001 - 40,000	\$1,700	\$1,000	\$450	\$450
40,001 - 50,000	\$2,300	\$1,350	\$600	\$600
50,001 - 75,000	\$3,200	\$1,700	\$850	\$850
75,001 - 100,000	\$4,000	\$2,400	\$1,200	\$1,200
100,001 - 200,000	\$6,500	\$3,200	\$1,450	\$1,450
200,001 - 300,000	\$11,400	\$7,300	\$3,600	\$3,600
300,001 - 400,000	\$16,800	\$10,600	\$5,300	\$5,300
400,001 - 500,000	\$20,000	\$13,000	\$6,700	\$6,700
Over 500,000	\$22,000	\$14,500	\$7,700	\$7,700
<b>BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES</b>				
Note:	1. A Plan Entry Fee of \$100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.			
	2. Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be \$150.00.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant’s Plan Examiner and Client’s Inspection Services Department may result in additional charges as appropriate			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

<b>Plumbing Plan Review Fee Schedule</b>	
<b>Plumbing Site work - Stormwater Review Base Fees (“Stormwater Base Fees”)</b>	
Acres (area of drained to a plumbing system)	Fee
up to 5	\$400.00
greater than 5 up to 10	\$600.00
greater than 10 up to 15	\$750.00
Each acre beyond 15 (rounded up)	\$750.00 base plus \$50.00 per acre
<b>Plumbing Sanitary Drain and Water Supply Laterals Base Fees (“Exterior Plumbing Base Fees”)</b>	
\$45.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
<b>Interior Plumbing Plan Review Fee Base Fees (“Interior Plumbing Base Fees”)</b>	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	\$250.00 + \$4.00 per fixture
<b>Plumbing Plan Review Fee Schedule Notes</b>	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	\$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant’s Plan Examiner and Client’s Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be \$150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.

Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

3. Supplemental Services as Required by Client:

- The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at \$225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
  - This hourly rate is not intended for plan review services, but rather for incidental supplemental “on call” professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review.
- ✓ Consultation via phone during duration of Project regarding reviews performed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
  - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

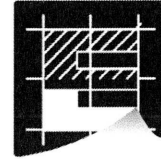
414-635-3274

damattox@eplanexam.com

Exhibit C – Client Reserved Projects

None

# INVOICE



**E-PLAN**  
EXAM

**2/1/2026**

E-Plan Exam  
12605 W North Ave., #189  
Brookfield, WI 53005  
414-736-4721  
[damattox@eplanexam.com](mailto:damattox@eplanexam.com)

**INVOICE TO:** Attn: Bill Nichols  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220  
(608) 254-2558

**INVOICE NO 26-0059**

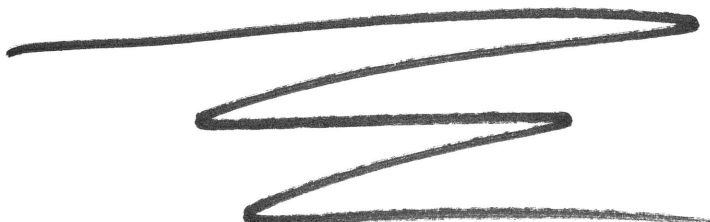
PLAN REVIEW #	ADDRESS	PLAN REVIEWER	REVIEW TYPE	PROJECT SIZE (SF)	FEES COLLECTED	FEE OWED
PR-9532	815 E Albert Dr	Kevin Bierce	FIRE SPRINKLER	21,387	\$300.00	\$30.00
PR-9423	5875 West Dr	Calvin Miller	BUILDING	75,500	\$350.00	\$35.00
PR-9395	1416 Grand Ave	Kevin Bierce	FIRE SPRINKLER	500	\$200.00	\$20.00
PR-9386	1433 N 6th St	Brian Juarez	BUILDING & HVAC	14,482	\$1,200.00	\$120.00
PR-9287	1441 Memorial Dr	Ron Soquet	PLUMBING	37,126	\$660.00	\$66.00
PR-9034	4315 Expo Dr	Dan Hatch	BUILDING	5,000	\$350.00	\$35.00
PR-8901	1441 Memorial Dr	Calvin Miller	BUILDING & HVAC	21,600	\$1,700.00	\$170.00

**Net Total Fees Owed to City of Manitowoc**

**\$476.00**

From all of us at E-Plan Exam, we thank you for your continued business and support!

*Sample Invoice*



## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** D.

**TITLE:**

Discussion and possible action on an access agreement between Joseph Schreiner, owner of record of the real property identified as Parcel No. 050-380800-200 in the Town of Grafton, and the City of Cedarburg through city-owned property at 1838 Pioneer Road.

**ISSUE SUMMARY:**

**Purpose:**

The proposed Access Agreement provides Joseph and Kelsey Schreiner (“Owners”) with a revocable, non-exclusive license to use an existing access road located on City-owned property at 1838 Pioneer Road. The Owners’ parcel (Exhibit A) is currently landlocked and requires access across the City parcel in order to reach a public roadway.

**Key Components of the Agreement**

1. Nature of the Access

The agreement grants limited access rights over an existing road shown in the attached survey (Exhibit B).

This authorization is a revocable license, not an easement or any permanent property right. Any future permanent easement would require separate Council approval.

Access rights are personal to the Owners and cannot be transferred without City consent.

2. Permitted Uses

The license allows the Owners to use the access road for:

- Pedestrian and vehicle travel to and from their parcel.
- General care, upkeep, and recreational use of their parcel, including vegetation management and land stewardship.
- Use of standard maintenance equipment (pickup trucks, tractors, etc.).
- Short-term staging of materials/equipment during active maintenance work.
- Construction and use of a storage shed on the Owners’ parcel for storing maintenance equipment.

3. Restrictions

The agreement prohibits:

- Long-term storage or unattended vehicles on City property.
- Any grading, paving, widening, or altering of the access road without prior City approval.
- Activities outside reasonable daylight hours or those that interfere with City operations or neighboring properties.
- Any activity that harms wetlands, watercourses, or sensitive environmental areas.

- Heavy-equipment access without prior notice to the City.

#### 4. Maintenance & Restoration

- The Owners must use the road without causing damage beyond normal wear.
- Any damage caused must be repaired at the Owners' expense.
- The City may temporarily restrict access for maintenance, repair, or emergencies.

#### 5. Liability & Insurance

- Owners assume full responsibility for all activities conducted under the agreement.
- They must indemnify and hold harmless the City for claims arising from their use (except those caused by the City's sole negligence or misconduct).
- A homeowner's insurance policy with \$1,000,000 liability coverage naming the City as an additional interest is required.

#### 6. Term & Termination

- Either party may terminate the agreement with 30 days' written notice.
- The license terminates automatically if the Owners sell the parcel or abandon their access rights.
- Upon termination, all access ends immediately and any materials or equipment must be removed from City property within ten days.

#### 7. General Provisions

Standard provisions include governing law (Wisconsin), notice requirements, severability, and authority to execute.

Agreement was drafted by Carroll Law Office.

#### **Council Considerations**

- This license does not convey any permanent property rights and may be terminated by the City.
- It provides the Owners with necessary access while protecting the City's operational flexibility and liability exposure.
- Environmental protections and limitations on vehicle staging help safeguard the City parcel.
- Ensures that any future permanent interest (easement) returns to Council for review.

\*This agreement was drafted and reviewed by an outside attorney recommended by the City Attorney, as the City Attorney's office has a staff member that is a relative of the requesting party.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

None

**ATTACHMENTS:**

1. 3616522-Access Agreement (clean 5-28-26)
2. Exhibit A
3. Exhibit B

**INITIATED/REQUESTED BY:**

Mikko Hilvo

**FOR MORE INFORMATION CONTACT:**

Mikko Hilvo, City Administrator

## ACCESS AGREEMENT

### Between the City of Cedarburg and Joseph Schreiner

This Access Agreement (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Cedarburg**, a Wisconsin municipal corporation (“City”), whose principal offices are located at W63 N645 Washington Avenue, Cedarburg, Wisconsin 53012, and **Joseph Schreiner and Kelsey Schreiner** (“Owner”), owner of record of the real property identified as Parcel No. 050-360800-200, located in the Town of Grafton, Ozaukee County, Wisconsin (“Owner’s Parcel”), whose address is 1913 Howard Drive, Cedarburg, Wisconsin 53012.

### RECITALS

WHEREAS, the Owner holds title to Owner's Parcel, which is landlocked and lacks direct access to a public road; and

WHEREAS, the City owns certain real property located at 1838 Pioneer Road, Cedarburg, Wisconsin 53012 ("City Property") as more particularly described on attached Exhibit A, upon which an existing access road is situated; and

WHEREAS, the City is willing to grant the Owner limited, non-exclusive, revocable access over the City Property, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Grant of Access

1.1 Subject to the terms and conditions of this Agreement, the City hereby grants to the Owner a non-exclusive, revocable license to use the existing access road located on the City Property ("Access Road"), as more particularly shown on the Survey attached hereto as Exhibit B, solely for the purposes set forth in Section 2 below.

1.2 This Agreement constitutes a revocable license only and does not create, convey, or establish a permanent easement, prescriptive easement, or any other interest in real property. No property rights of any kind are conveyed to the Owner by virtue of this Agreement. Any grant of a permanent easement or conveyance of a property interest shall require separate approval by the Cedarburg Common Council.

1.3 The access rights granted herein are personal to the Owner and may not be assigned, transferred, or sublicensed without the prior written consent of the City.

## **2. Permitted Uses**

Access on, over and across the City Property and use of the Access Road is granted solely for the following purposes:

(a) Pedestrian and vehicular access, ingress and egress to and from Owner's Parcel and Pioneer Road on, over and across the Access Road;

(b) General upkeep, stewardship, use and maintenance of Owner's Parcel as recreational land, including vegetation management, tree planting, land clearing, and preservation of the property's natural condition and its access to Cedar Creek;

(c) Operation of standard maintenance equipment, including but not limited to pickup trucks, tractors, and small maintenance equipment, and other equipment reasonably necessary for the purposes described herein;

(d) Temporary staging or short-term storage of equipment or materials directly related to and necessary for active, ongoing maintenance activities on Owner's Parcel; and

(e) Construction of a storage shed on Owner's Parcel which will be large enough to store the equipment described in Section 2(c) above.

## **3. Restrictions**

The Owner shall comply with the following conditions at all times:

(a) No long-term storage or unattended parking of vehicles, equipment, or materials shall be permitted on the City Property;

(b) No grading, widening, paving, or other alteration of the Access Road or the City Property shall occur without the prior written approval of the City;

(c) Access shall be limited to reasonable daylight hours and shall not interfere with the City's operations, the City's use of the City Property, or the reasonable use and enjoyment of neighboring properties;

(d) The Owner shall ensure that all access activities on the City Property comply with applicable federal, state, and local environmental laws and regulations, and shall not negatively impact wetlands, watercourses, floodplains, or other environmentally sensitive areas on or adjacent to the City Property; and

(e) The Owner shall provide the City with reasonable advance notice prior to any access that involves heavy equipment or that is expected to extend over multiple consecutive days.

#### **4. Maintenance and Restoration**

4.1 The Owner shall use the Access Road in a manner that does not cause damage to the City Property beyond ordinary wear and tear attributable to the permitted uses described herein.

4.2 In the event the Owner's use of the Access Road causes damage to the City Property, the Owner shall, at the Owner's sole cost and expense, promptly restore the Access Road and any affected areas of the City Property to a condition at least equal to their condition immediately prior to the damage, as reasonably determined by the City.

4.3 The City retains the right to temporarily restrict or suspend access to the City Property at any time for purposes of maintenance, repair, safety, emergency response, or other operational needs. The City shall provide the Owner with reasonable advance notice of any such restriction or suspension, except in the case of emergency.

#### **5. Liability and Indemnification**

5.1 The Owner shall be solely responsible for all activities conducted by the Owner, the Owner's employees, contractors, agents, and invitees on or about the City Property pursuant to this Agreement.

5.2 The Owner agrees to defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, and agents from and against any and all claims, demands, actions, damages, losses, costs, and liabilities, including reasonable attorneys' fees, arising out of or relating to the Owner's use of the Access Road or the City Property under this Agreement, except to the extent such claims or liabilities are caused by the sole negligence or willful misconduct of the City.

5.3 The Owner shall, prior to commencing any access under this Agreement, obtain and maintain throughout the term hereof a homeowner's policy of insurance which provides liability coverage in the total amount of \$1,000,000, naming the City as an additional interest. Evidence of such insurance shall be provided to the City upon request.

#### **6. Term and Termination**

6.1 This Agreement shall become effective upon execution by both parties and shall continue until terminated as provided herein.

6.2 Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. In exercising its right of termination, the City shall act in good faith and shall reasonably consider the impact of termination on the Owner's access to Owner's Parcel.

6.3 This Agreement shall terminate automatically and immediately upon the sale or transfer of Owner's Parcel or upon the Owner's written notice of abandonment of the access rights granted herein.

6.4 Upon termination of this Agreement for any reason, all access rights granted herein shall cease on the effective date of termination, and the Owner shall remove any equipment, materials, or personal property from the City Property within ten (10) days following the effective date of termination.

## 7. General Provisions

7.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the parties with respect thereto.

7.2 **Amendments.** This Agreement may not be modified, amended, or supplemented except by a written instrument duly executed by authorized representatives of both parties.

7.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.4 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered or when sent by certified mail, return receipt requested, to the addresses set forth in the preamble of this Agreement, or to such other address as either party may designate in writing.

7.5 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.7 **Authority.** Each party represents and warrants that the person executing this Agreement on its or their behalf has full authority to do so and to bind such party to the terms hereof.

*[Signatures are on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**CITY OF CEDARBURG**, A Wisconsin Municipal Corporation

By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_ Date: \_\_\_\_\_

Joseph Schreiner

**STATE OF WISCONSIN)**

)SS.

**COUNTY OF OZAUKEE)**

Personally, came before me this \_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of the City of Cedarburg.

\_\_\_\_\_

Print Name \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

**STATE OF WISCONSIN)**

)SS.

**COUNTY OF OZAUKEE)**

Personally, came before me this \_\_\_ day of \_\_\_\_\_, 2026, the above-named Joseph Schreiner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_

Print Name \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Robert A. Carroll, Carroll Law Office, S.C.

**EXHIBIT A**

LEGAL DESCRIPTION OF CITY PROPERTY

**EXHIBIT B**

**SURVEY SHOWING ACCESS ROAD**

[To be attached.]

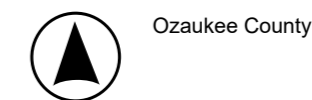
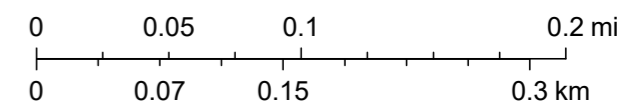
# Schreiner Property



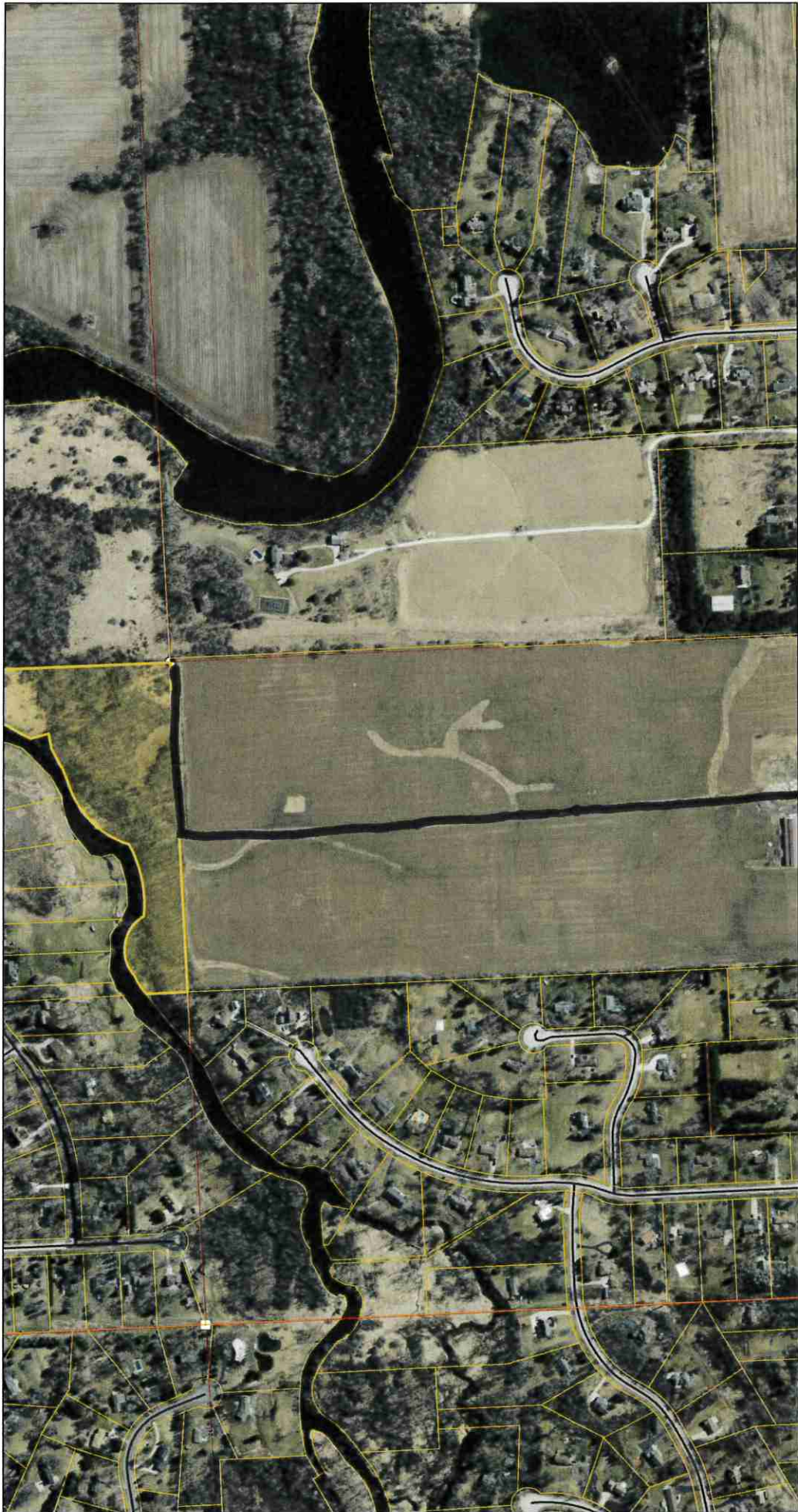
6/3/2026, 11:22:07 AM

1:4,599

- |                   |                   |                        |                        |
|-------------------|-------------------|------------------------|------------------------|
| Parcels           | Overlap           | Quarter Section Corner | PLSS Sections          |
| Road Reservation  | Tax Parcel        | Local Roads            | PLSS Quarter Sections  |
| Road Right-of-Way | Asset Tax Parcel  | Local                  | Control Survey Diagram |
| Condominium       | PLSS Corners      | PLSS Townships         |                        |
| Gap               | Center of Section |                        |                        |



# Schreiner Property



6/3/2026, 11:22:07 AM

Parcels

Road Reservation

Road Right-of-Way

Condominium

Gap

Overlap

Tax Parcel

Asset Tax Parcel

PLSS Corners

Center of Section

Quarter Section Corner

PLSS Sections

Local Roads

Local

PLSS Townships

Control Survey Diagram

PLSS Quarter Sections

PLSS Quarter Sections

Access

Road

0

0.05

0.1

0.15

0.2 mi

0.3 km

1:4,599

Ozaukee County

North Arrow

0

0.07

0

## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** E.

**TITLE:**

Discussion and possible action on hiring a Construction Manager at Risk (CMaR) services for public safety building renovations.

**ISSUE SUMMARY:**

Earlier this year the council received a study done by FGM-Architects on costs associated with building new or renovating/expanding our public safety facilities. Staff was directed to further evaluate costs of renovating of both facilities at their current locations. Based on further research staff has determined that the best approach is to utilize CMaR services. The purpose of hiring a Construction Manager at Risk (CMaR) for this project is to provide the City with expert pre-construction services that will help determine the most cost-effective and operationally feasible path forward for the Police and Fire Department facilities. Phase I specifically focuses on developing a reliable cost estimate and a rough conceptual plan for renovating the existing buildings. This information will be presented to the Common Council in August, at which time the Council will have the opportunity to evaluate multiple options—including moving forward with full renovations (Phase II and Phase III) using the CMaR, renovating only one facility and constructing a new building for the other, constructing two new standalone facilities, considering a joint public safety building, or deciding to take no further action. The CMaR process provides the clarity, cost predictability, and planning support needed to make an informed decision among these options.

**Why the CMaR Method Is the Preferred Delivery Model**

The attached CMaR vs. General Contractor comparison highlights several advantages that make CMaR the most appropriate method for a complex public safety renovation project:

- Collaborative Pre-construction: The owner, architect, and CMaR work together early, ensuring cost, phasing, and constructability issues are addressed proactively.
- Transparent Cost Control: CMaR uses an open-book approach where savings return to the City, unlike the GC model.
- Continuous Budget Verification: Ongoing design-phase cost estimation keeps the project aligned with financial expectations.
- Higher Quality Assurance & Fewer Change Orders: Early involvement reduces design conflicts and improves coordination.
- Risk Mitigation via Guaranteed Maximum Price (GMP): Cost overrun risk (excluding scope changes) is transferred away from the City.

These advantages are particularly important because renovations must be carefully staged to maintain essential Police and Fire operations throughout construction.

**Proposal Evaluation and Scoring**

All three proposers—Kraus-Anderson, Keller, and Hoffman—scored equally in categories assessing qualifications, team experience, preconstruction approach, and project management. Differentiation occurred in pricing and added value.

CMAr Fee Comparison for a \$10M–\$15M Project

• **Kraus-Anderson: 1.95%**

• Keller: 2.5%

• Hoffman: 2.0%

Hourly Project Manager Rates

• Kraus-Anderson: \$160/hr

• Keller: \$125/hr

• Hoffman: \$190/hr

Phase I Preconstruction Costs

• **Kraus-Anderson: \$0**

• Keller: \$5,000

• Hoffman: \$10,000

Because of its no-cost Phase I and competitive percentage rate, Kraus-Anderson scored highest in the fee category.

**Additional Reasons for Recommending Kraus-Anderson**

1. Prior Work and Existing Knowledge

Kraus-Anderson previously completed the deferred maintenance plan for both facilities and has already worked directly with Police and Fire personnel. They understand operational needs, building constraints, and renovation challenges—positioning them to begin Phase I without duplicating work or adding cost.

2. No-Cost, Low-Risk Phase I

Their existing historical data and building familiarity allow them to perform Phase I at no cost, saving the City money and accelerating the timeline.

3. Flexibility to Support Any Direction the Council Chooses

Kraus-Anderson understands that moving to Phase II or Phase III is not guaranteed. They are prepared to support whichever path the Council selects in August—renovation, partial replacement, full replacement, joint facility considerations, or no action.

4. Strong Value and Competitive Fee Structure

With the lowest percentage fee and a proven public sector track record, Kraus-Anderson presents the most cost-effective option.

**Recommendation**

City staff recommends selecting Kraus-Anderson as the Construction Manager at Risk for Phase I of the public safety building planning and renovation project, with any movement to Phase II or Phase III contingent on Council evaluation and direction following the August presentation.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

None

**ATTACHMENTS:**

1. KA Response City of Cedarburg Public Safety Renovations 05.29.2026
2. CMaR vs GC Process with Comparison Table\_converted

**INITIATED/REQUESTED BY:**

Mikko Hilvo

**FOR MORE INFORMATION CONTACT:**

Mikko Hilvo, City Administrator



# **Police Department Renovation + Addition and Fire Department Improvements**

**City of Cedarburg**

Request For Proposal for  
Construction Management at Risk  
(CMaR) Services

May 29, 2026



**KRAUS-ANDERSON®**

May 29, 2026

MIKKO HILVO  
City Administrator

Via Email:

[mhilvo@cityofcedarburg.wi.gov](mailto:mhilvo@cityofcedarburg.wi.gov)

Dear Mr. Hilvo and Selection Committee,

Kraus-Anderson (KA) appreciates the opportunity to respond to the City of Cedarburg's RFP for public safety facility improvements. Our Milwaukee team, led by Mike Timmers, has been working closely with the City to conduct a thorough facility analysis of the public safety space. This collaborative effort has provided valuable insight into operational needs, infrastructure challenges, and opportunities for future growth.

Kraus-Anderson brings extensive experience in public safety and municipal facility projects throughout the region. **Our approach is rooted in partnership, transparency, and a commitment to delivering solutions that support long-term operational excellence.**

We understand the importance of maintaining uninterrupted public safety services and will leverage our expertise to guide the City of Cedarburg from planning through successful project delivery.

Thank you for considering Kraus-Anderson as your trusted partner. We look forward to building on our existing relationship and supporting the City's vision for a modern, efficient, and resilient public safety facility.

Sincerely,

KRAUS-ANDERSON<sup>®</sup> CONSTRUCTION COMPANY

*Mike Timmers*

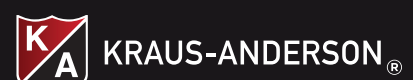
Michael J. Timmers  
Director of Operations

C: 414-216-7249  
[mike.timmers@krausanderson.com](mailto:mike.timmers@krausanderson.com)

Kraus-Anderson<sup>®</sup> Construction  
Company

126 N. Jefferson Street  
Suite 402  
Milwaukee, WI 53202

Office: 414-216-7249  
[www.krausanderson.com](http://www.krausanderson.com)



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- 3.5 SCHEDULING APPROACH . . . . . 20
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**3.1**

**PROJECT TEAM**



**MARK KOTTEN**  
National Director Public Sector



**MIKE TIMMERS**  
Project Director



**STEVE SANFILIPPO**  
Client Relations



**JOE KOLAVO**  
Preconstruction Manager



**JORDAN GUTH**  
Project Manager



**JIM BERGREN**  
General Superintendent



**RAY ZAUNER**  
Project Superintendent

**IN-HOUSE TECHNICAL EXPERTS**



**KYLE GOW, PE (MN)**  
MEP Systems Group Manager



**JON PORTER, PE (MN)**  
Director, Building Science



**ANDREA BLAIR**  
BIM/VDC Group Manager



**JAY VANDER LEEST**  
Director of Safety

Kraus-Anderson recognizes that continuity builds trust and supports project success. The same team will remain engaged and dedicated from start to finish, supporting schedule, quality, and a strong working relationship with the City of Cedarburg.

Through careful planning and upfront resource commitment, Kraus-Anderson delivers a team that is prepared to engage immediately and remain focused on the City's objectives throughout the duration of the project.



## MIKE TIMMERS

*Project Director*

### ROLE

Mike Timmers, will serve as the Project Director, providing overall project leadership and strategic oversight. He will direct cross-functional teams, manages client expectations, oversees all phases of project planning and execution, monitors budgets and schedules, and resolves high-level issues to achieve project objectives and client satisfaction.

### RELEVANT PROJECTS

- » Enerpac - Corporate Headquarters Build Out, Milwaukee, WI
- » City of Cedarburg - Police and Fire Station Facility Assessment, Cedarburg, WI
- » Village hall and Police Department, Mount Pleasant, WI
- » City hall, Waukesha, WI
- » Olympia Fields VA Clinic, Oconomowoc, WI

### EDUCATION

B.S., Civil Engineering  
University of Wisconsin-Madison, Madison, WI  
Specialization, Construction Engineering + Management  
University of Wisconsin-Madison, Madison, WI

### INDUSTRY EXPERIENCE

Kraus-Anderson | 18 years      Industry | 23 years

## STEVE SANFILLIPO

*Client Relations*

### ROLE

Steve brings KA's expertise to projects like the Cedarburg Police Department Renovation and Addition and Fire Department Improvements, championing the City's vision and confirming every aspect meets expectations. Through team coordination and relationship-building, he keeps Kraus-Anderson's commitment to excellence on track at every stage.

### RELEVANT PROJECTS

- » City of Mequon - Public Safety Building Facility Assessment, Mequon, WI

### EDUCATION

Masters, Sports Administration  
Canisius University, Buffalo, NY  
B.S., Applied Communication  
University of Wisconsin-Milwaukee, Milwaukee, WI

### INDUSTRY EXPERIENCE

Kraus-Anderson | 1 years      Industry | 34 years



## JOE KOLAVO

*Preconstruction Manager*

### ROLE

Joe Kolavo will serve as the Preconstruction Manager, leading project planning, cost estimating, value management, and constructability reviews. He collaborates with clients, design teams, and subcontractors to develop accurate budgets, mitigate risks, and support a smooth transition to construction.

### CURRENT WORKLOAD + AVAILABILITY

Joe is available to complete all preconstruction work for Phase 1, delivering a full report by the August 3 deadline, and will remain available through construction documents on both projects.

### RELEVANT PROJECTS

- » City of Eau Claire - Training Facility  
Preconstruction Services, Eau Claire, WI
- » City of Cedarburg - Police and Fire Station  
Facility Assessment, Cedarburg, WI
- » Southern Ozaukee Fire Department Headquarters  
Concept Estimating, Mequon, WI
- » Breck Athletic Facility-Conceptual  
Estimating, Big Bend, WI
- » STERIS Laboratories Conceptual  
Estimating, Gurnee, IL

### EDUCATION

Milwaukee School of Engineering, Milwaukee, WI

### INDUSTRY EXPERIENCE

Kraus-Anderson | 1 years      Industry | 14 years

## JORDAN GUTH

*Project Manager*

### ROLE

Jordan Guth will serve as the project manager, providing comprehensive management oversight from preconstruction through construction completion. His responsibilities include managing all project elements such as budget, schedule control, and overall project communication. Jordan oversees subcontractor performance review, negotiation and award, monitors and updates progress schedules, and administers job site staff.

### CURRENT WORKLOAD + AVAILABILITY

Jordan is currently 50% available for project management, which is sufficient to support Phase 1. After August, Jordan is fully available to manage both projects through construction completion.

### RELEVANT PROJECTS

- » Enerpac - Corporate Headquarters  
Build Out, Milwaukee, WI
- » City of Cedarburg - Police and Fire Station  
Facility Assessment, Cedarburg, WI
- » Olympia Fields VA Clinic, Oconomowoc, WI

### EDUCATION

B.S., Civil Engineering  
Milwaukee School of Engineering, Milwaukee, WI

### INDUSTRY EXPERIENCE

Kraus-Anderson | 3 years      Industry | 10 years



## JIM BERGREN

*General Superintendent*

### ROLE

As General Superintendent, Jim is responsible for managing the field operations for Kraus-Anderson. In conjunction with our Project Superintendents, he will coordinate and monitor all field labor, trade contractors, suppliers, project scheduling, and quality control issues for the owner. Jim will provide project coordination and scheduling input and review construction and site issues at weekly job site meetings.

### RELEVANT PROJECTS

- » Maplewood North Fire Station, Maplewood, MN
- » Minnetonka Police Station Renovation and Fire Station Addition, Minnetonka, MN
- » Washington County Public Works - North Shop Expansion, Stillwater, MN

### EDUCATION

Apprenticeship  
Carpenters Apprenticeship Program

### INDUSTRY EXPERIENCE

Kraus-Anderson | 39 years      Industry | 46 years

## RAY ZAUNER

*Project Superintendent*

### ROLE

Ray will serve as Project Superintendent, overseeing daily on-site construction activities, managing field operations, coordinating logistics, and serving as the main contact for users. He will prepare schedules, leads contractor meetings, monitors safety, and maintains quality control to deliver successful project outcomes.

### CURRENT WORKLOAD + AVAILABILITY

Ray is currently fully committed to on-site supervision at the Scheels retail store in Wauwatosa. That project will be complete before construction begins in Cedarburg, making Ray fully available for on-site supervision on both projects.

### RELEVANT PROJECTS

- » Fidelity Investments - Branch Facility, Brookfield, WI
- » Scheels - Retail Store, Wauwatosa, WI
- » Fox 6 TV Renovations, Brown Deer, WI
- » Cambelsport School Revovation, Cambelsport, WI

### EDUCATION

Associate, Liberal Arts  
University of Wisconsin-Oshkosh, Oshkosh, WI

### INDUSTRY EXPERIENCE

Kraus-Anderson | 3 years      Industry | 34 years

## Technical Experts

Our technical experts are available to offer support across various areas, including market trends, cost estimating, value management, Building Information Modeling (BIM), constructability, quality management, and safety. Their invaluable contributions are immediately apparent during the preconstruction phase, where they efficiently identify and resolve conflicts and challenges long before they can manifest in the field, potentially causing cost overruns and delays. With a proven track record of successfully planning and executing numerous construction projects similar to yours, our technical experts have become an indispensable asset to our clients.



### **MARK KOTTEN**

*National Director of Public Sector*

Mark leads and oversees the organization’s public sector strategy on a national scale. He builds partnerships with government agencies, drives business development, manages successful project delivery, and acts as the primary liaison to public sector clients.



### **JAY VANDER LEEST**

*Director of Safety*

Jay Vander Leest, as Director of Safety, leads the company’s safety program with a prevention-first strategy. He is responsible for developing and managing site-specific safety plans, confirming compliance with OSHA and industry standards, and overseeing safety training and corrective actions. Jay also investigates incidents and drives ongoing improvements to maintain a superior safety record across all projects.



### **KYLE GOW, PE (MN)**

*MEP Systems Group Manager*

Kyle specializes in long-term growth strategies, mechanical system design, and MEP coordination. Known for his cost estimating and preconstruction expertise, he provides options analysis, constructability review, and project scheduling, while overseeing installation, commissioning, and occupancy planning.



### **JON PORTER, PE (MN), ASSOCIATE AIA**

*Director of Building Science*

Jon’s 29 years of commercial building expertise bring invaluable building science knowledge to Kraus-Anderson. He advises on constructability, materials, workflow, installation techniques, and testing protocols. Jon also oversees Kraus-Anderson’s quality control and assurance programs.



### **ANDREA BLAIR**

*BIM/VDC Group Manager*

Andrea plays a crucial role within the team by using Building Information Modeling and Virtual Design and Construction (BIM/VDC) tools to enhance project efficiency. She applies Lean thinking to identify system conflicts before construction, streamline clash detection, and prevent rework. Andrea also leverages drone flying and laser scanning services to capture accurate existing conditions and facilitate design, quality control, and progress documentation. Her contributions significantly improve project outcomes while saving time and resources.

# 3.2 PRECONSTRUCTION APPROACH



# Kraus-Anderson's preconstruction approach is built on a foundation of transparency, collaboration, and technical rigor.

From the earliest Phase I engagement through GMP development, our team functions as a true partner to the City of Cedarburg, meeting staff where they are, validating conditions in the field, developing actionable cost intelligence, and delivering the clarity the Common Council needs to make confident decisions. The subsections below describe each component of the preconstruction methodology Kraus-Anderson will bring to both the Police Department and Fire/EMS building renovation projects.

## *Cost Estimating Methodology*

Estimating at Kraus-Anderson is more than just a bottom-line number. The team transparently delivers detail in a collaborative environment that drives decisions to maximize value and align project goals with the available budget. Kraus-Anderson customizes the structure and detail of each estimate to give the City the data it needs to make informed decisions focused on value and project performance.

For Phase I, the preconstruction team will begin with a structured kick-off meeting with City staff to review facility needs, operational requirements, and project goals for both the Police Department and Fire/EMS buildings. Working with the City previously, KA will utilize the thorough assessment of existing building conditions, documenting envelope deficiencies, aging MEPFP systems, and spatial constraints, and develop separate, facility-specific conceptual cost estimates. Estimates at this stage are structured around Kraus-Anderson's historical cost database, adjusted for time and location using Modelogix software, and organized by trade and building system so the City can see where dollars are concentrated across each building.

As the project advances through design phases — should the Common Council approve proceeding beyond Phase I — Kraus-Anderson will produce four formal estimate updates tied to key design milestones: Conceptual Design, Schematic Design (SD), Design Development (DD), and Construction Documents (CD). Each estimate builds upon the previous, adding specificity in material line items, quantities, and system selections consistent with the design's level of detail. The estimating team leverages Modelogix and WinEst to conduct quantity takeoffs, cost modeling, and comparisons against a robust historical database, producing estimates that consistently reflect current market conditions and regional pricing.

All assumptions and exclusions are clearly documented and presented alongside each estimate update, giving the City and its design partners full visibility into what is, and is not, included in each number. At the GMP stage, Kraus-Anderson makes a firm commitment to the City based on design documentation, with qualifications and clarifications that define any assumptions used to fill gaps in the design or outline deviations required to meet design intent at the most competitive price.

## *Budget Control + Alignment*

Kraus-Anderson establishes a detailed baseline budget specific to the City of Cedarburg, backed by historical project data. This comprehensive budget will encompass revenue sources, construction costs, and owner soft costs, including design fees, professional services, and any direct purchases the City anticipates, organized to provide total project visibility from the outset.

THE BUDGET FUNCTIONS AS A LIVING DOCUMENT, MAINTAINED, MONITORED, AND UPDATED COLLABORATIVELY THROUGHOUT BOTH THE DESIGN AND CONSTRUCTION PHASES TO PROVIDE COMPLETE TRANSPARENCY AT EVERY STEP.

Kraus-Anderson maintains a robust accounting system, enforces rigorous fiscal controls, and provides accurate cost accounting, management, and transparent reporting throughout the project. This commitment to monitoring project status and supporting informed decision-making involves a meticulous workflow and information management interface with the City and its design partners. Monthly reporting will encompass billing summaries, cash flow projections, and job cost reports, confirming attentive budget oversight at every project stage.

Critically, change order management is structured to require written City authorization and detailed cost documentation before implementation, supported by a dedicated change order tracking log. This disciplined approach prevents financial surprises and keeps all project stakeholders aligned on cost considerations from Phase I through project closeout.

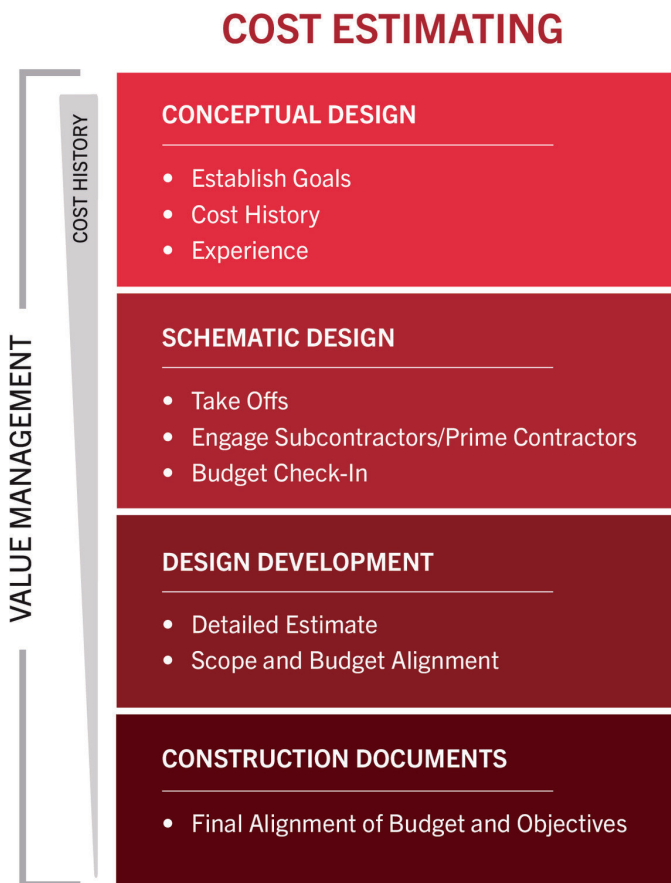
### **Value Management + Life Cycle Cost Analysis**

At Kraus-Anderson, value management is not a cost-cutting exercise, it is a creative, collaborative team effort that analyzes project requirements to achieve essential functions at the lowest total cost, including capital, energy, maintenance, and operations, over the life of each facility. Thorough investigation by experienced, multidisciplinary team members, including Building Sciences and MEP Systems specialists, along with trade partners, identifies opportunities to improve value and economy through alternate design concepts, materials, and methods without compromising the City's operational goals.

Throughout the design process, the preconstruction team continually evaluates building components and system alternatives that would reduce costs or add value while preserving design intent and maximizing program efficiency. These alternatives are tracked within the estimate as voluntary alternates, allowing the team to turn them on or off in real time as items are accepted or rejected, and always showing the full impact on the project bottom line.

For the Cedarburg Police Department and Fire/EMS buildings specifically, value management will be especially important given the scope of building envelope repairs, MEPFP upgrades, and new specialized spaces required at both facilities. The team will evaluate system-level alternatives for HVAC, electrical distribution, building envelope assemblies, and structural approaches — presenting findings to the City with clear documentation of cost, schedule, and performance implications for each option considered.

Life cycle cost analysis extends value management beyond the construction budget to encompass long-term operational and maintenance costs. Kraus-Anderson collaborates with the design team and trade partners to evaluate alternative systems for their total cost of ownership — factoring in energy consumption, maintenance frequency, and expected service life — so the City can make investment decisions grounded in long-term fiscal responsibility rather than first cost alone.



## Constructability Reviews

Kraus-Anderson's constructability review process is a proactive, collaborative effort designed to enhance project quality, reduce risk, and streamline construction. By leveraging decades of experience and deep technical knowledge, the team evaluates design documents at every phase to eliminate issues before they reach the field.

Constructability reviews will be conducted at each design milestone — SD, DD, and CD — with formal written documentation communicated to the project team. The review process focuses on:

- » Identifying and resolving design conflicts early
- » Reducing change orders and requests for information
- » Minimizing delays and schedule disruptions
- » Enhancing clarity for subcontractors on bid day
- » Supporting a smoother, more efficient build

For the Cedarburg facilities, in-house Building Science specialists and MEP engineers will contribute to constructability reviews, providing input on building envelope assemblies, mechanical and electrical systems, and sequencing strategies. This is particularly relevant given the scope of building envelope repairs, MEPFP upgrades, and the need to maintain operational continuity for both the Police and Fire/EMS departments during any phased construction work.

## Risk Identification + Mitigation

Kraus-Anderson approaches risk management as an ongoing, structured discipline that begins in Phase I and continues through every phase of the project.

The preconstruction team will develop a detailed risk management plan during the facility evaluation stage, identifying and categorizing risks related to building conditions, project phasing, material availability, schedule, and budget.

For the Cedarburg Police Department and Fire/EMS projects, known risk categories include:

- » **Existing conditions uncertainty:** Aging building envelopes and MEPFP systems at both facilities may conceal conditions not visible during initial assessment. The team will document known conditions and establish appropriate contingencies in the Phase I cost estimates to account for discovery risk once work begins.
- » **Operational continuity:** Both facilities must remain operational throughout any renovation work, requiring careful phasing, temporary life safety planning, and coordination with department leadership to sequence work around active public safety operations.
- » **Market and supply chain conditions:** Material cost escalation and supply chain variability present ongoing budget risks. Kraus-Anderson will identify long-lead items early and engage trade partners during preconstruction to validate pricing assumptions and lock in value ahead of procurement.
- » **Regulatory and permitting risk:** ADA compliance requirements, building code upgrades triggered by renovation scope thresholds, and local permitting timelines will be evaluated early, with the team coordinating closely with the City to align approvals with design milestones.
- » **Stakeholder and political risk:** Given the requirement to present Phase I findings to the Common Council by Aug. 10, 2026, the team will prioritize clear, presentation-ready deliverables that communicate renovation options, cost ranges, and phasing recommendations in an accessible format suitable for public decision-making.

Long-lead procurement planning is integrated into risk mitigation from the earliest design stages. As the design progresses, Kraus-Anderson will collaborate with the City, stakeholders, and trade partners to strategically source and procure materials with extended lead times — from HVAC equipment and electrical gear to specialty building products — confirming the project remains on schedule and within budget regardless of market conditions.

## Tools, Technology, + Reporting

Kraus-Anderson pairs experienced leadership with a powerful set of digital tools to simplify and strengthen how information is managed throughout the project. The goal is to make complex construction processes more transparent, efficient, and collaborative at every stage.

The following tools form the core of Kraus-Anderson's preconstruction technology platform for the City of Cedarburg:

- » **Modelogix:** The historical cost analytics and benchmarking tool that allows the team to quickly analyze time- and location-corrected project comparables for use in conceptual estimating and benchmarking current project costs against historical averages. This tool will be central to the Phase I cost estimates for both facilities.
- » **WinEst:** The cost estimate platform that allows Kraus-Anderson to effectively summarize and communicate detailed line items into meaningful estimates for the City and design team. Estimates are structured to provide transparency into key cost drivers so the project team can align costs with project goals rather than receiving a lump-sum figure or cost per square foot.
- » **Join:** A web-based decision-making and collaboration tool designed for the AEC industry. Join allows all project stakeholders to see budget and estimate trend lines alongside all proposed alternatives or options in real time — eliminating the need to email redundant spreadsheets and perform manual estimate and budget updates.
- » **Forma Build (Formerly known as Autodesk Build):** Considered one of the most effective communication tools in the industry, Forma Build allows for real-time communication so that all trades and project team members work from the same plans. It houses all key, up-to-date project information including schedules, submittals, RFIs, potential change orders, daily logs, and progress photos in a single, accessible location.
- » **BIM/VDC:** Kraus-Anderson leverages Building Information Modeling (BIM) and Virtual Design and Construction (VDC) tools to improve the project delivery process for all stakeholders. Three-dimensional coordination capabilities streamline interdisciplinary collaboration and correct constructability challenges in a virtual environment prior to construction. The team uses these tools to detect conflicts among building components — mechanical, electrical, plumbing, structure, and envelope — to prevent costly rework and schedule delays.
- » **KA Client Portal:** A single, collaborative destination for the City to conveniently access relevant applications and securely store and exchange project information before, during, and long after project delivery. Built on Microsoft SharePoint, the portal integrates with the Office 365 suite, providing the team a secure place to store, organize, and share documents with flexible design and customization options.
- » **Drone and 360° Documentation:** Kraus-Anderson deploys drones and 360° documentation to provide real-time visuals of site conditions during assessment and throughout construction. These tools offer valuable insights into project progress, help verify work in place, and provide an additional layer of transparency for the City and stakeholders.

THESE TOOLS AND REPORTING PROTOCOLS GIVE THE CITY OF CEDARBURG THE COST CLARITY, SCHEDULE CONFIDENCE, AND STAKEHOLDER COMMUNICATION NEEDED TO MEET THE AUG. 3 PHASE I TARGET, THE AUG. 10 COMMON COUNCIL PRESENTATION, AND A SUCCESSFUL PROGRAM IF THE PROJECT ADVANCES.

# 3.3

# FIRM EXPERIENCE

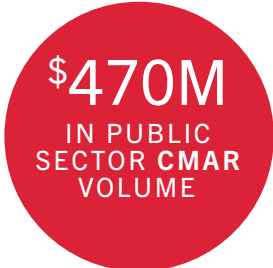


# KRAUS-ANDERSON BRINGS EXTENSIVE, PROVEN EXPERIENCE DELIVERING COMPLEX CIVIC AND PUBLIC SAFETY FACILITIES AS CONSTRUCTION MANAGER AT RISK (CMAR).

KRAUS-ANDERSON BRINGS A DEMONSTRATED RECORD OF DELIVERING COMPLEX PUBLIC SAFETY RENOVATIONS AND ADDITIONS FOR MUNICIPAL CLIENTS — ON SCHEDULE AND WITHIN BUDGET. THE FOUR PROJECTS BELOW REPRESENT DIRECTLY COMPARABLE WORK: MULTIPHASE RENOVATIONS AND ADDITIONS TO OCCUPIED POLICE AND FIRE FACILITIES, CMAR DELIVERY ON BEHALF OF PUBLIC-SECTOR OWNERS, AND THE KIND OF PHASED OPERATIONAL COORDINATION THAT THE CITY OF CEDARBURG REQUIRES FOR ITS POLICE DEPARTMENT AND FIRE/EMS BUILDINGS.

## ADDITIONAL EXPERIENCE + WORKS IN PROGRESS

- » Minnetonka Police and Fire Station
- » White Bear Lake Public Safety
- » City of Victoria - Fire Station
- » Brooklyn Park - Fire Station
- » City of Edina - Fire Station
- » City of Otsego - Fire Station
- » City of Woodbury - Public Safety
- » City of Cloquet - Fire Station
- » City of Virginia - Virginia Regional Public Safety Center + Training Center
- » City of Superior, WI - Fire Stations
- » City of Burnsville - City Hall + Police Department
- » City of Crystal - City Hall
- » City of Hopkins - City Hall
- » City of Woodbury - City Hall +
- » Washington County - Wildwood Library



# CITY OF HUDSON POLICE + PUBLIC WORKS RENOVATION

## *Hudson, WI*

The City of Hudson Police and Public Works Renovation project delivers comprehensive upgrades to both the police department and the public works facility.

For the police department, the project includes a new squad garage apparatus, reconfigured administrative and support offices, new interior restrooms and locker rooms, dedicated training space, and building system modifications, totaling approximately 42,030 square feet. These renovations reinforce the City of Hudson’s commitment to reliable and effective municipal services by providing modern, functional, and secure facilities for both departments.

The public works renovations focus on operational efficiency and staff support, featuring improved equipment bay access, expanded staff support spaces, new exterior salt storage, modernized restrooms and locker rooms, and extensive mechanical and electrical upgrades. Site improvements include new paving, enhanced lighting and security, and updated landscaping, covering approximately 67,136 square feet.

### SIZE

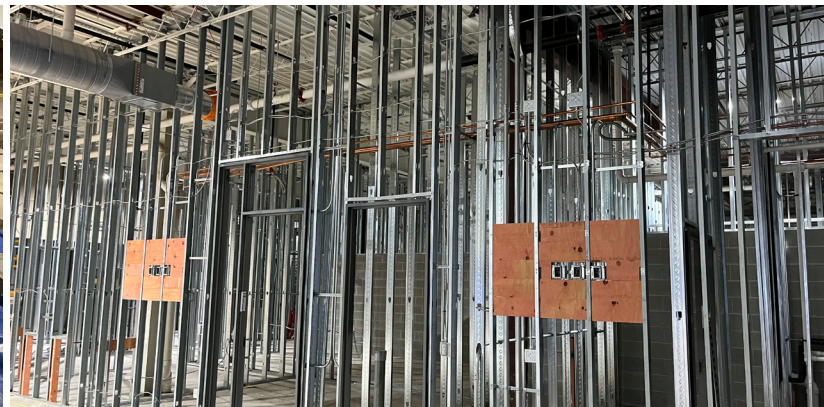
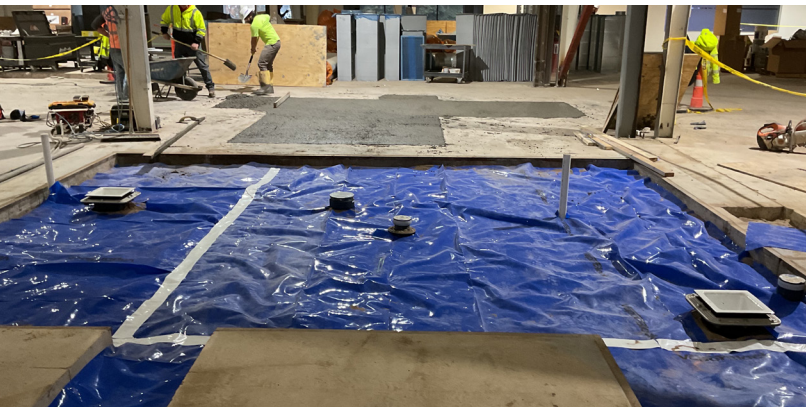
70,000 SF

### TOTAL PROJECT COST

\$ 13,243,666 \*in progress

### COMPLETION

June 2026



**PROVEN IN PRACTICE**  
Early stakeholder engagement is critical when a facility serves multiple departments. Kraus-Anderson aligned, police, and Public Works representatives from the start, capturing each group’s operational needs before construction began and avoiding costly field conflicts

# CITY OF WOODBURY PUBLIC SAFETY ADDITION + RENOVATION

## *Woodbury, MN*

The City of Woodbury is redeveloping and expanding its Public Safety Campus to create a modern, integrated headquarters for police, fire, EMS, emergency preparedness, and regional response. The project includes renovation of the existing facility and new construction on adjacent property, resulting in a unified campus designed to meet current and future operational needs.

Key components include expanded operational areas for police, fire, and EMS; new administrative and command spaces; additional fire apparatus bays; enhanced fleet maintenance and secure vehicle storage; dedicated emergency operations and training facilities; and upgraded wellness, support, and technology systems. Site improvements will optimize circulation, improve emergency vehicle egress, and enhance public access and security.

Kraus-Anderson's approach focuses on operational readiness, responder wellness, and long-term flexibility, incorporating advanced public safety technology and infrastructure upgrades to support effective, reliable emergency services for the community.

### SIZE

135,000 SF

### TOTAL PROJECT COST

\$ 46,308,665 \*in progress

### COMPLETION

June 2028 \*in progress



# CITY OF WHITE BEAR LAKE PUBLIC SAFETY ADDITION + RENOVATION

*White Bear Lake, MN*

The White Bear Lake Public Safety Addition and Renovation delivered a 42,000 SF upgrade to the city’s fire and police stations, including new apparatus bays, living quarters, and support spaces.

Kraus-Anderson managed construction, phasing, value management, and stakeholder coordination to keep city operations uninterrupted.

**SIZE**

42,152 SF

**TOTAL PROJECT COST**

\$17,889,759

**COMPLETION**

June 2024



**PROVEN IN PRACTICE**  
Bid in 2022 at \$17,568,026, the project used only 2.7% of its 5% contingency. Despite multiple scope change orders, it stayed on schedule, with proactive phasing and communication minimizing disruption and supporting successful delivery.

# CITY OF EDEN PRAIRIE POLICE DEPARTMENT RENOVATION

## *Eden Prairie, MN*

Kraus-Anderson is leading a comprehensive renovation of the Eden Prairie City Center to deliver a modern police headquarters and public safety operations center. This multi-phased project transforms approximately 120,000 square feet across two levels, providing advanced security, operational upgrades, and critical infrastructure improvements.

Key features include new police administration areas, secure evidence and detention spaces, staff wellness facilities, training rooms, and a public-facing lobby. The project also adds 27,000 square feet of enclosed, heated underground parking and a secure sally port for police vehicles. A dedicated entrance enhances site circulation and security, while interior renovations balance public accessibility with controlled law enforcement zones.

The project's phased approach maintains uninterrupted municipal operations and supports Eden Prairie's commitment to effective public safety services.

### SIZE

120,000 SF

### TOTAL PROJECT COST

\$ 22,613,436

### COMPLETION

May 2026



# CITY OF SUPERIOR FIRE HALL 2

## *Superior, WI*

Construction of a new replacement neighborhood fire station for the City of Superior designed to support modern emergency response operations, firefighter wellness, and long-term community resiliency. The project consists primarily of a single-story facility with a mechanical mezzanine and includes full site development, utility infrastructure, parking, and emergency vehicle circulation improvements.

The new approximately four-stall apparatus facility will include contemporary living quarters, administrative and operational office space, dedicated firefighter decontamination and support areas, training amenities, fitness and wellness spaces, secure gear storage, and a flexible community room intended to support public outreach and neighborhood engagement.

The facility is being designed to accommodate modern apparatus requirements, improve operational efficiency, enhance staff safety, and provide durable, energy-efficient infrastructure capable of supporting the City's long-term public safety needs.

### SIZE

19,000 SF

### TOTAL PROJECT COST

\$10,000,000 \*in progress

The ground breaking ceremony was held on May 11, 2026.



# 3.4

# PROJECT MANAGEMENT APPROACH



**Should the City of Cedarburg's Common Council approve advancement beyond preconstruction, Kraus-Anderson will transition seamlessly into construction-phase execution with the same dedicated team, disciplined processes, and collaborative spirit established during early planning.**

The construction management model described below reflects KA's proven approach on public safety facility projects, one built on clear accountability, transparent cost controls, rigorous quality and safety standards, and consistent communication with City staff and stakeholders throughout every phase of work.

***Team Structure During Construction***

Kraus-Anderson will deploy a fully integrated, project-dedicated management structure for the construction phase of both the Police Department and Fire/EMS facility renovations. The core team will consist of a Project Director, Project Manager, and full-time on-site Superintendent, each with clearly defined responsibilities that work in concert to deliver the project on schedule, within budget, and to the quality standards the City expects.

The Project Director provides executive-level oversight, maintains alignment with the City's goals, and serves as the primary point of accountability for overall project performance. The Project Manager handles day-to-day construction administration, manages subcontractor coordination, and oversees cost control, change management, and documentation workflows. The on-site Superintendent is the field leader, present every day, directing trade partner activities, enforcing quality and safety standards, monitoring material deliveries, and confirming subcontractor workforce levels are sufficient to meet schedule demands.

Supporting the core field team, KA's in-house technical resources, including Building Science professionals, Mechanical and Electrical specialists, and a dedicated Safety Director, are engaged throughout the construction phase as needed. This depth of support confirms that specialty systems such as MEPFP upgrades, building envelope repairs, and highly functional spaces like the sallyport, K-9 kennels, and gear storage room receive the focused expertise they require.

Prior to the start of construction, KA will conduct a mandatory preconstruction meeting with all subcontractors and team members. A comprehensive agenda will address cost control, scheduling, safety protocols, housekeeping requirements, and documentation procedures — making sure all parties share a clear understanding of project expectations from day one.



## Site Supervision + Coordination

The assigned Superintendent will be stationed full time at the Cedarburg project site for the duration of construction. This hands-on supervisory presence is fundamental to KA's delivery model and serves as the City's daily assurance that work is progressing as planned, that quality standards are being met, and that the site remains safe for workers, City staff, and the public.

Because the Police Department and Fire/EMS facilities are active, critical public safety operations, KA will develop a detailed site logistics plan in close collaboration with City staff. This plan will address traffic flow, material storage, equipment staging, workforce coordination, and emergency access routes — making sure construction activities do not compromise the City's ability to dispatch police and fire personnel at any point during the project.

### Key elements of the site logistics and safety management approach include:

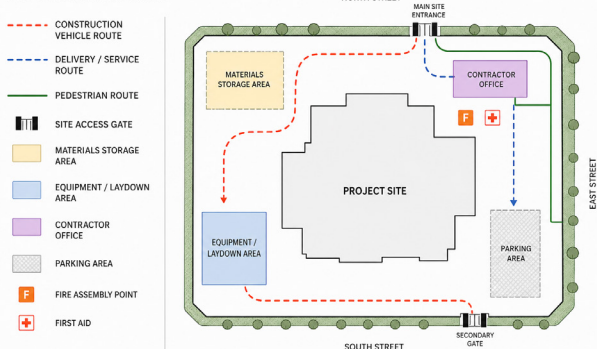
- » Clearly defined site entrances and exits, with wayfinding and signage to direct construction, pedestrian, and vehicular traffic safely
- » Security fencing and barricades to separate construction zones from active public safety operations and public access areas
- » Designated delivery and laydown areas, with deliveries scheduled during off-peak operational hours to minimize disruption to police and fire response capabilities
- » Disruption avoidance planning that phases construction activities to keep critical services operational at all times

Job site safety is KA's top priority. The team strives for zero lost time on every project through a proactive, prevention-first approach. KA's Director of Safety, Jay Vander Leest, provides ongoing oversight across all active projects, while the on-site Superintendent leads day-to-day safety coordination and enforcement. A Site-Specific Safety Plan will be developed for the Cedarburg project and will include:

- » An Emergency Management Plan developed in coordination with City staff
- » Safety program review for each subcontractor and development of an overall project safety plan
- » Job site safety orientation for all personnel, including a Job Site Employee Orientation Video and checklist
- » Daily huddles and weekly toolbox meetings led by the Superintendent
- » Foreperson safety meetings held weekly, with meeting minutes and attendance records submitted to KA

Quality control during construction is maintained through full-time project supervision, preinstallation meetings for all critical work scopes, and daily on-site walks to confirm the quality of work as it progresses. Mock-up installations will be used where appropriate to confirm trade sequencing, fit and finish, and system performance, particularly for the MEPFP upgrades and building envelope repairs specified in the RFP.

#### SITE LOGISTICS PLAN



### *Subcontractor Procurement Strategy*

Consistent with the CMAr delivery method and the City's open-book requirement, all trade work for the Cedarburg Police Department and Fire/EMS facility renovations will be competitively procured. KA will not self-perform any trade work. The procurement process is structured to maximize value, promote local contractor engagement, and make sure the most qualified trade partners are selected for each scope of work.

KA's procurement process begins with a formal subcontractor prequalification phase. The team works collaboratively with the City to define prequalification criteria that reflect the project's priorities — whether they center on financial stability, relevant experience, safety performance, local participation, or workforce availability. Subcontractors are evaluated against these criteria before being invited to bid, confirming that only capable and financially sound trade partners are engaged on the project.

KA strategically constructs bid packages tailored to maximize value for the City. Bid packages are structured to accommodate multiple competitive bids, encourage local contractor engagement, and minimize scope gaps that could lead to change orders. The team leverages Forma Build (Formerly known as Autodesk Build) to transparently receive, review, and analyze all bids, with the process and bid tabulations made available to the City in keeping with the open-book requirement.

Pre-bid meetings are held during the bidding phase to disseminate general project information and acquaint potential trade partners with the project scope, site conditions, and sequencing requirements. This is especially important for the Cedarburg project given the need to maintain active public safety operations throughout construction.

To protect the City against the risk of subcontractor default, KA employs Subcontractor Default Insurance (SDI) as part of a rigorous subcontractor risk management program. SDI provides broader and more flexible coverage than traditional surety bonds, including protection for indirect and direct costs associated with default — such as second-tier subcontractor payment claims, schedule delay costs, and legal fees. In the event of a default, SDI gives KA greater control over the remediation process, supporting timely resolution and uninterrupted project delivery.

Critical submittals are aligned with the construction schedule using a detailed procurement log that tracks early procurement items, such as HVAC equipment, electrical gear, and specialty building envelope components, alongside long-lead finishes.

KA'S PROACTIVE APPROACH TO SUBCONTRACTOR PROCUREMENT PREVENTS DOWNSTREAM DELAYS, COORDINATES DISCIPLINE-SPECIFIC TASKS IN THE CORRECT SEQUENCE, AND SUPPORTS TRANSPARENT COMMUNICATION AMONG ALL TRADE PARTNERS.

## Communication + Reporting Procedures

Transparent, consistent communication is the foundation of every successful project KA delivers. During the construction phase of the Cedarburg public safety renovations, KA will maintain an open and structured communication framework that keeps the City Administrator, department leadership, and all project stakeholders fully informed at every step.

KA's construction-phase communication structure includes the following core touchpoints:

- » **Owner-Architect-CMaR (OAC) Meetings:** Regularly scheduled OAC meetings bring together City staff, the design team, and KA's project leadership to review schedule status, budget position, open issues, upcoming construction activities, and any decisions required from the City. Meeting minutes are documented and distributed promptly after each session.
- » **Weekly Progress Meetings:** The Project Manager and Superintendent hold weekly meetings with subcontractors to review schedules, coordination, safety, and upcoming work. Three-week look-ahead schedules keep all trade partners aligned with project milestones.
- » **Daily Foreman Huddles:** The Superintendent conducts daily huddles with on-site forepersons to review that day's work activities, address safety concerns, and confirm that all parties are coordinating effectively.
- » **Monthly Progress Reports:** KA prepares comprehensive monthly progress reports for the City that include a project status narrative, construction schedule updates, project financial summary, change order log and status, contingency updates, critical owner and architect decisions needed, and progress photographs. All project costs are reported on a fully open-book basis consistent with the City's audit requirements.
- » **Council Updates:** As needed, KA will provide the Cedarburg Common Council with in-person or virtual project updates, including high-level progress summaries, schedule status, budget position, and construction photography or video documentation.

Kraus-Anderson uses Forma Build (Formerly known as Autodesk Build) as the central project management platform, providing real-time access to drawings, RFIs, submittals, change orders, and schedules for the City, design team, and trade partners. All documentation is securely archived and accessible to authorized stakeholders. RFIs and submittals are managed and tracked through the platform, with automated workflows and regular review at weekly meetings to maintain schedule momentum. Changes require written City approval and detailed documentation, with a change order log and the KA Client Portal supporting full transparency and ongoing access to project records.

**THIS COMBINATION OF STRUCTURED MEETINGS, DIGITAL PLATFORMS, AND PROACTIVE REPORTING MAKES SURE THE CITY OF CEDARBURG REMAINS FULLY INFORMED, IN CONTROL, AND CONFIDENT IN THE PROGRESS OF ITS PUBLIC SAFETY FACILITY INVESTMENT AT EVERY STAGE OF CONSTRUCTION.**

# 3.5 SCHEDULING APPROACH



# **Kraus-Anderson's scheduling philosophy is grounded in a single principle: the schedule is a living commitment, not a static document.**

From the moment a project begins, the schedule drives every decision — from facility assessments to procurement strategies to construction sequencing. For the City of Cedarburg's public safety building renovations, this philosophy is especially critical given the two-facility scope, the need for uninterrupted Police Department and Fire/EMS operations, and the firm milestone of an August 2026 Common Council presentation.

The master schedule encompasses preconstruction, construction, and post-construction phases and is designed to include critical milestones with sufficient detail for a concise project timeline overview. This schedule accounts for City activities such as Common Council approvals, permitting workflows, and departmental coordination, recognizing that interconnected phases may be impacted by delays in others. Clear schedule transparency aids in communicating the ripple effects of decisions throughout the entire project team.

The scheduling process involves all stakeholders and is designed to resolve conflicts during the planning phase rather than during construction. Through structured discussion and pre-planning, necessary preparatory work, delivery of required materials and equipment, and availability of appropriate labor resources are understood and confirmed to be on-site when needed. This approach reduces overall project duration by "pulling" work tasks forward versus relying on activities to simply occur in sequence.

The Critical Path Method (CPM) schedule serves as the foundational scheduling tool for this project.

A detailed CPM schedule will be developed to make sure all stakeholder needs and regulatory processes, including Common Council approvals, plan review durations, and permitting workflows, are identified in proper sequence and with correct durations. The schedule will be a talking point at all project meetings, with weekly tracking and adjustments made as conditions evolve.

For Phase I, the schedule is anchored to two non-negotiable dates: the Aug. 3, 2026, completion of facility evaluation and preliminary renovation planning, and the Aug. 10, 2026, Common Council presentation. Kraus-Anderson will work backward from these dates to structure each Phase I task — staff meetings, building condition assessments, conceptual layouts, and preliminary cost estimates for both the Police Department and Fire/EMS facilities — within a clearly defined and trackable timeline.

## ***Design + Construction Schedule Integration***

If the Common Council approves moving forward following the August 2026 presentation, Kraus-Anderson will transition immediately into full preconstruction services with a fully integrated design and construction schedule already prepared. The schedule will use logic-based sequencing to connect design deliverables, decision points, and construction milestones across both the Police Department and Fire/EMS building scopes.

Key design milestones to be incorporated include:

- » Completion of Schematic Design
- » Completion of Design Development
- » Completion of Construction Documents
- » Subcontractor prequalification and selection
- » Bidding and GMP development
- » Notice to Proceed and construction start
- » Substantial completion and occupancy for both facilities

Each milestone will be logically tied to its dependent activities, allowing for real-time tracking and schedule adjustments when needed.

The schedule will incorporate buffer zones to accommodate potential resubmittals or design changes and will build in time allowances for Common Council or departmental approvals — a critical consideration given the public-sector nature of this project.

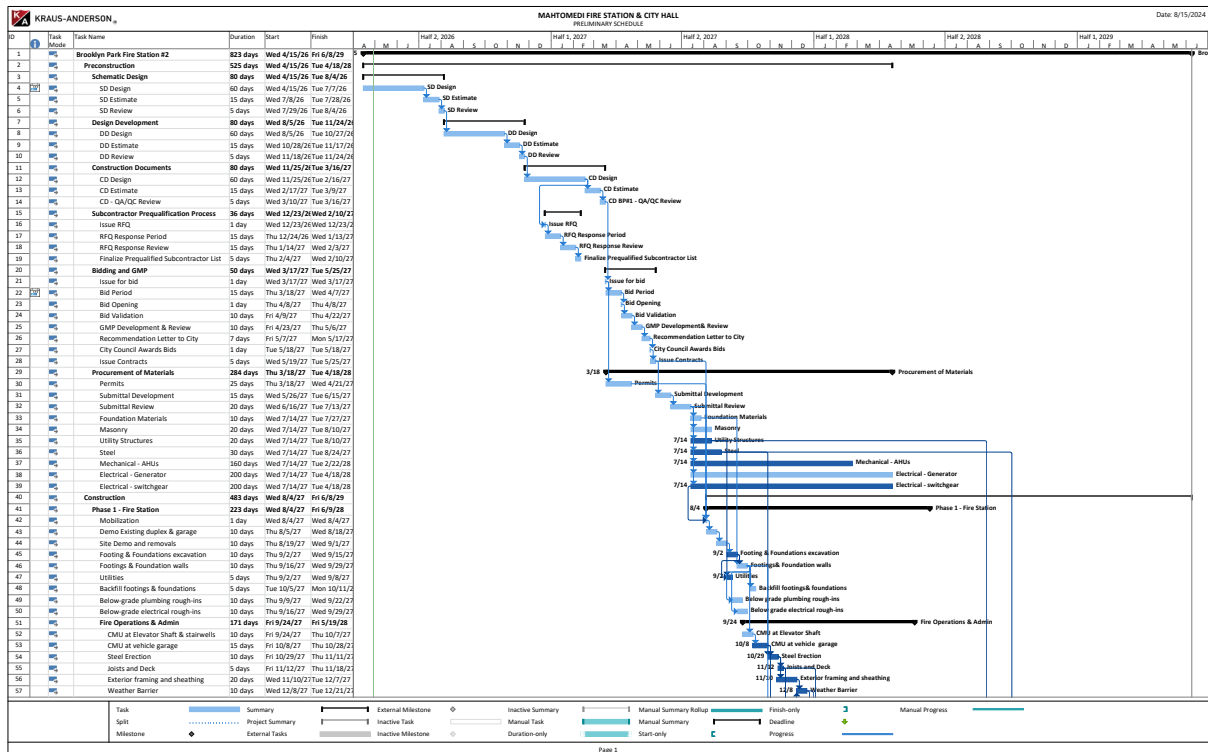
Long-lead procurement planning is incorporated directly into the integrated schedule. Proactively managing long-lead items is crucial to mitigate potential schedule risks. In collaboration with the City, project stakeholders, and essential trade partners, Kraus-Anderson will strategically source and procure these materials to make sure the project remains on schedule. Recognizing the necessity for early equipment procurement during the design phase, the team is committed to facilitating a seamless process.

Kraus-Anderson aligns critical submittals with the schedule using a detailed procurement log for early procurement items, including MEPFP systems, building envelope components, and specialty equipment relevant to the Police Department and Fire/EMS facilities, and long-lead finishes. This approach prevents downstream delays, coordinates discipline-specific tasks, and supports transparent communication among all trade partners.

Kraus-Anderson also leverages Building Information Modeling (BIM) and Virtual Design & Construction (VDC) tools to improve the project delivery process for all stakeholders. Three-dimensional coordination capabilities streamline interdisciplinary collaboration and correct constructability challenges in a virtual environment prior to construction. The team will use clash detection to identify conflicts among building components — mechanical, electrical, plumbing, structure, and envelope — to prevent costly rework and schedule delays.

For phasing and sequencing across both the Police Department and Fire/EMS scopes, Kraus-Anderson will collaborate with City staff to develop a schedule that minimizes potential risks and follows a logical and efficient phasing strategy. The phasing will be meticulously planned to minimize disruption and interference with the facilities' ongoing operations, recognizing that both buildings must remain operational throughout renovation work.

SCHEDULE EXAMPLE



## Schedule Performance + Risk Management

Monitoring and enforcing construction schedules is crucial for timely project completion. Kraus-Anderson's on-site team continuously tracks and updates the schedule through site observations and weekly meetings, confirming the project is staffed appropriately at all times. Core monitoring tools include:

- » Three-week look-ahead schedules
- » Weekly project manager meetings
- » Owner, Architect, CMaR (OAC) meetings
- » Daily job site huddles with on-site foremen
- » Regular contractor feedback and collaboration sessions

Kraus-Anderson's risk management identifies changing conditions, scheduling issues, material shortages, and process challenges. Strategies include early identification and procurement of long-lead items, regular schedule updates, look-ahead meetings, and collaborative preconstruction planning with in-house technical support for constructability reviews. When unforeseen issues arise, the team implements proven recovery strategies, such as resequencing work to maintain progress. For occupied public safety facilities, disruption avoidance planning covers construction phasing, site logistics, life safety, noise and dust mitigation, utility shutdowns, and emergency management, all coordinated with the City.

KRAUS-ANDERSON DELIVERS PROJECTS ON SCHEDULE THROUGH DISCIPLINED PLANNING, EFFICIENT SEQUENCING, AND A RELENTLESS FOCUS ON SAFETY AND QUALITY. THE CITY OF CEDARBURG CAN COUNT ON THIS PROVEN, PERFORMANCE-DRIVEN APPROACH TO MEET CRITICAL MILESTONES AND DELIVER RENOVATED POLICE AND FIRE/EMS FACILITIES WITH CONFIDENCE.



# 4

# FEE STRUCTURE REQUIREMENTS



# 4. FEE STRUCTURE REQUIREMENTS

Fee proposals are required. **Firms must also provide an estimated total cost for completing Phase I services**, including meetings with City staff, development of draft renovation plans, and preparation of preliminary cost estimates for both public safety facilities.

**PHASE I Services Cost:** \$0.00



# 4.1 CMAR FEE PERCENTAGE BY PROJECT SIZE

Project Size	CMaR Fee (%)
\$0 – \$5,000,000	2.25 %
\$5,000,001 – \$10,000,000	2.00 %
\$10,000,001 – \$15,000,000	1.95 %
\$15,000,001 – \$20,000,000	1.85 %
Over \$20,000,000	1.75 %



## 4.2 PRECONSTRUCTION FEE

PRECONSTRUCTION FEE WOULD BE BASED ON AN HOURLY RATE OF \$160/HOUR FOR OUR PRECONSTRUCTION MANAGER NOT-TO-EXCEED 0.25% OF THE TOTAL COST OF CONSTRUCTION.



# 4.3 GENERAL CONDITIONS, INSURANCE, + BONDING

GENERAL LIABILITY INSURANCE | 0.98%

PERFORMANCE + PAYMENT BOND | 0.0545%

SUBCONTRACTOR DEFAULT INSURANCE | 1.10%



# 4.4 HOURLY BILLING RATES

## ADMINISTRATION RATES FOR 2026

CLASSIFICATION	HOURLY RATE
Project Director/VP/DOO	\$ 210.00
Sr. Project Manager/Construction Executive/Project Executive	\$ 175.00
Project Manager	\$ 160.00
Assistant PM	\$ 120.00
Project Engineer & Field Engineer	\$ 120.00
Director of Preconstruction	\$ 175.00
Preconstruction Manager	\$ 160.00
Estimator	\$ 155.00
Assistant Estimator	\$ 118.00
Project Intern	\$ 65.00
Safety Director	\$ 172.00
Safety Engineer & Safety Manager	\$ 156.00
Quality Director	\$ 200.00
Quality Manager & MEP Manager	\$ 180.00
MEP Specialist	\$ 173.00
VDC/BIM	\$ 144.00
General Superintendent	\$ 180.00
Field Superintendent	\$ 158.00
Assistant Superintendent	\$ 140.00
Project Coordinator, Accounting & Marketing	\$ 82.00
Computer/IT	\$ 105.00
Yard Delivery	\$ 136.00



# TOGETHER, STRENGTHENING THE COMMUNITIES WE SERVE

## WISCONSIN

### *Milwaukee*

125 North Jefferson Street  
Suite 402  
Milwaukee, WI 53202  
414-216-7249

### *Madison*

151 East Wilson Street  
Suite 100  
Madison, WI 53703  
608-838-5444

## MINNESOTA

### *Minneapolis*

501 South Eighth Street  
Minneapolis, MN 55404  
612-332-7281

### *Rochester*

502 Second Avenue SW  
Rochester, MN 55902  
507-226-8690

### *Bemidji*

206 Beltrami Avenue  
Bemidji, MN 56601  
218-759-0596

### *Duluth*

2000 West Superior Street  
Suite 101  
Duluth, MN 55805  
218-722-3775

## IOWA

### *Des Moines*

100 Court Avenue  
Suite 204  
Des Moines, IA 50309  
515-802-2870

## NORTH DAKOTA

### *Fargo*

1100 NP Avenue  
Suite 201  
Fargo, ND 58102  
701-699-0699

### *Bismarck*

1815 Schafer Street  
Suite 200  
Bismarck, ND 58501  
701-989-7150

## ARIZONA

### *Phoenix*

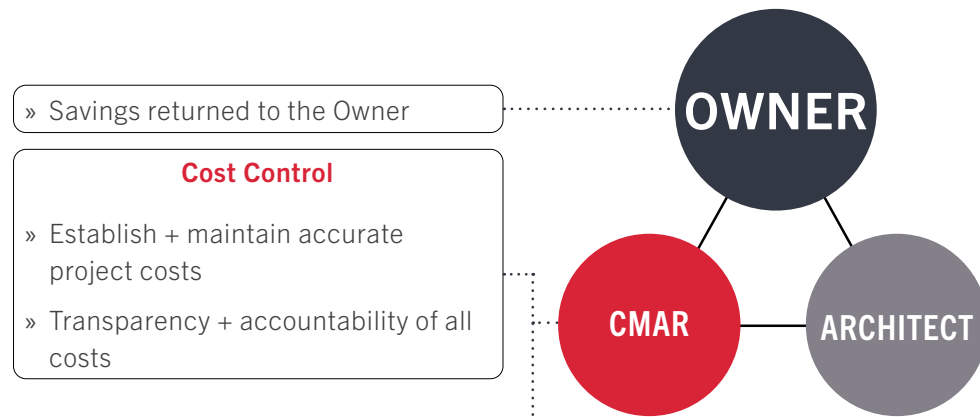
1401 North 24th Street  
Phoenix, AZ 85008  
480-899-3240  
ROC 102058



**KRAUS-ANDERSON**®

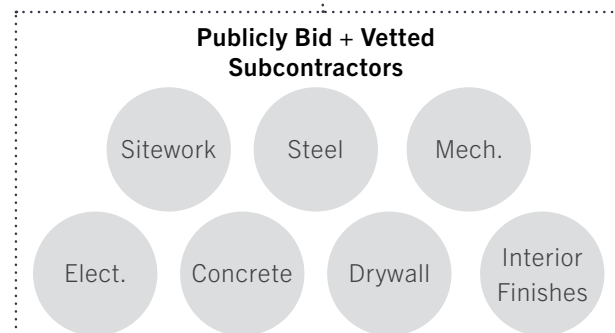
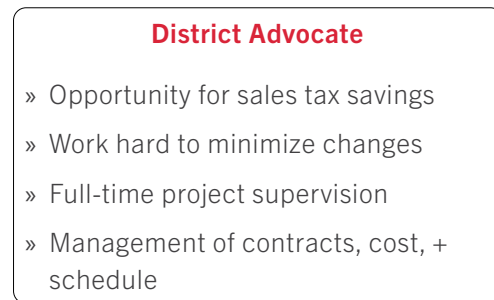
## Construction Management at Risk (CMaR) Process

PRECONSTRUCTION PHASE



### Procurement/Bidding

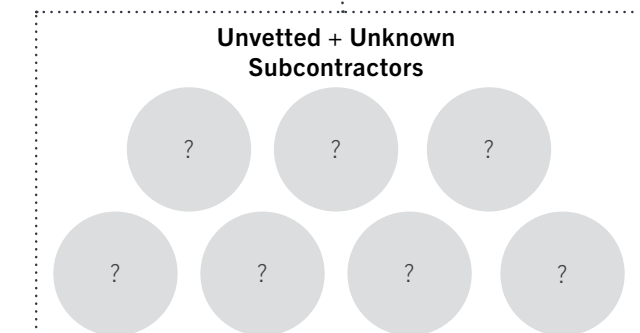
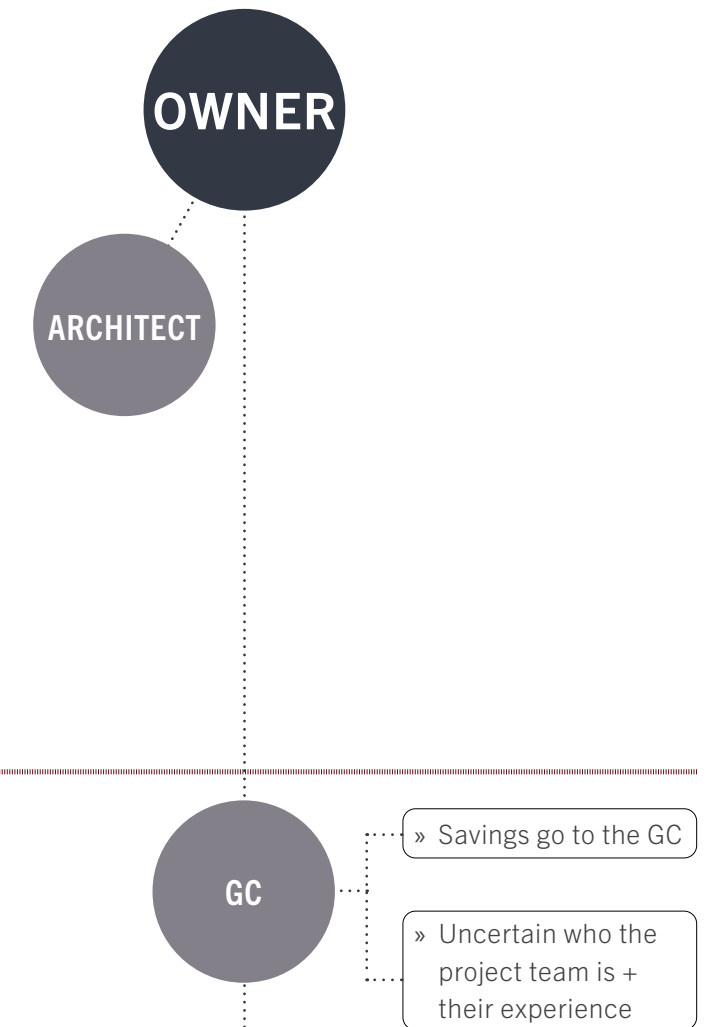
CONSTRUCTION PHASE



- » Owner, architect, + CMaR work together during preconstruction
- » Subcontractors work under the direction of the CMaR
- » Contracts are held by the Construction Manager

	Construction Management (CM)	General Construction (GC)
<b>Teamwork Spirit + Open Communication</b>	» Teamwork spirit + open communication between all team members from design through construction	» Format for interchange of ideas + suggestions does not exist
<b>Project Budget</b>	<ul style="list-style-type: none"> <li>» Established early in the design phase before working drawings are complete</li> <li>» Continuous budget monitoring</li> </ul>	<ul style="list-style-type: none"> <li>» No contractor cost input during the design phase</li> <li>» Only final bid on complete plans will qualify the owner's budget</li> </ul>
<b>Cost Control</b>	» From design through construction, a constant monitoring of all costs within an open-book, user-friendly format	» Open-book cost accountability process is not available
<b>Value Management</b>	» Cost versus benefit analysis on cost sensitive sections during the design phase	» No constructability or value management input from the general contractor during the preconstruction phase
<b>Scheduling</b>	» Overall master schedule established with the owner, architect, + contractor input (total team commitment)	» Only contractor input on the overall construction schedule
<b>Savings</b>	» All savings resulting from construction manager input (e.g., value management, constructability analysis, + scheduling) returned to the owner	» All savings accrue to the contractor
<b>Fixed Fee</b>	» Negotiated up front based on the estimated cost of work	» Contractor's fee, in overall lump sum bid, includes mark-up on all trade contractor invoices
<b>Bidding</b>	<ul style="list-style-type: none"> <li>» Close communication with subcontractors to verify their understanding of the project + complete bid at a lower cost</li> <li>» Competitive subcontractor bidding</li> <li>» Encourage local contractor participation</li> </ul>	» To arrive at the lowest competitive bid, the general contractor must accept the lowest contract bid, hoping the subcontractor can perform within the project schedule + quality set forth by the architect
<b>Change Orders</b>	» Minimal change orders generated due to the construction manager's input during the design and construction document phase	» Numerous owner and contractor generated change orders due to misinterpretation of the architect's plans + specifications with additional mark-ups by the general contractor

## General Contractor (GC) Process



- » Owner + architect work together without the assistance of the construction professional during preconstruction
- » Subcontractors work under the direction of the GC
- » No opportunity for sales tax savings

## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** F.

**TITLE:**

Discussion and possible action on an agreement with the Wisconsin Department of Natural Resources (WDNR) to facilitate future EPA supported funding for the Amcast Superfund cleanup.

**ISSUE SUMMARY:**

At a previous Council meeting, staff presented an update on the Amcast Superfund Site and the EPA's selected comprehensive cleanup plan, which includes soil excavation, sewer sealing, sediment removal, groundwater treatment, and long-term monitoring. At that meeting, the Council directed the City Administrator and Mayor to work with WDNR on developing an agreement for the City to potentially fund the remaining portion of the State's required 10% match—an estimated \$3.2 million—needed to support the full EPA cleanup.

In 2023, EPA's estimate for the cleanup was approximately \$40 million based on early projections tied to the 2023 Record of Decision (ROD). Following detailed design work by EPA and the U.S. Army Corps of Engineers—including updated material cost analysis and expanded sampling—the total estimated cost has increased to \$72 million.

Reasons for the Cost Increase:

- Early estimates used for the 2023 ROD were based on 2022 data, and substantial cost escalation has occurred due to inflation and increases in material costs.
- ROD-level estimates are preliminary. Additional sampling during the Remedial Design phase refined the extent of contamination and increased the volume of material requiring excavation.
- The Army Corps' updated design includes a standard 30% contingency to account for uncertainties and changes that routinely arise during complex cleanup projects.

EPA is prepared to begin cleanup later this year; however, the State must first sign a Superfund State Contract (SSC). The State's required 10% share is based on the full \$72 million cost, but WDNR currently has only the previously budgeted \$4 million available. Without additional funding, EPA will proceed with a reduced \$40 million cleanup scope, leaving remaining contamination at portions of the Amcast North and South Sites.

To enable the full cleanup, WDNR has asked the City to consider an agreement to fund the remaining portion of the State's match—again estimated at \$3.2 million if no additional State funding becomes available. The City's contribution would not be due until 120 days after project completion, anticipated in 2033. EPA has also indicated that a structured payment plan may be possible.

Mayor Thome and Administrator Hilvo continue to work with State legislators to pursue

supplemental State funding in future budget cycles, including the 2027–2029 biennium.

**Requested Council Decision**

The Common Council is asked to consider entering into an agreement with WDNR to commit future City funding for the estimated \$3.2 million remaining State share needed to support the full \$72 million EPA cleanup.

**Possible Action:** Approve the agreement subject to final review by City Attorneys.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

Potential borrowing of \$3.2 million in 2033

**ATTACHMENTS:**

1. Intergovernmental Agreement between City of Cedarburg and DNR

**INITIATED/REQUESTED BY:**

Mikko Hilvo

**FOR MORE INFORMATION CONTACT:**

Mikko Hilvo, City Administrator

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CEDARBURG  
AND STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

The Wisconsin Department of Natural Resources (DNR) and the City of Cedarburg (City) have each consented to the following intergovernmental agreement (Agreement), entered into pursuant to Wisconsin Statutes (Wis. Stat.) § 66.0301 and Wis. Admin. Code § NR 728.07(1), in which the City agrees to provide up to \$3.2 million to the DNR to assist the State of Wisconsin (State) in meeting its State cost share obligations required under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.*, as amended (CERCLA), which is necessary for the U.S. Environmental Protection Agency (EPA) to complete remedial actions at the Amcast Industrial Corporation Superfund Site (Amcast Site) as described in the September 2023 Record of Decision (ROD) issued by the EPA.

**RECITALS**

WHEREAS, the Amcast Site is an approximately 16-acre former aluminum die-casting facility and other areas located in the City of Cedarburg, Ozaukee County, Wisconsin. The site is divided into two operating units (OUs). OU1 consists of five main areas: (1) the Amcast North property, which consisted of the main facility buildings during Amcast's operations; (2) the Amcast South property, which consisted of administrative buildings and a former disposal pit; (3) the Residential Yards area, which consist of residential parcels to the northeast of Amcast North that were contaminated by Amcast activities; (4) Quarry Pond, a six-acre pond to the southeast of Amcast South that was contaminated by Amcast North and South storm sewer discharge; and (5) Wilshire Pond, a stormwater retention pond southeast of the Residential Yards area that was contaminated from Amcast North storm sewer discharge. OU2 consists of Amcast Site groundwater; and

WHEREAS, industrial activities conducted by the Amcast Industrial Corporation from approximately 1963 to 2001 contaminated soils and concrete in Amcast North and Amcast South with PCBs, PAHs, and metals, and contaminated the nearby Residential Yards soils with PCBs via overland stormwater flow. Throughout its operations, Amcast Industrial Corporation discharged stormwater through stormwater sewers into Wilshire Pond and Quarry Pond, leading to PCB contamination of sediments within those ponds and the sewer pipes. There is also groundwater contamination throughout the Amcast Site that is largely related to the former disposal pit present on the Amcast South property; and

WHEREAS, Amcast Industrial Corporation filed for bankruptcy in 2009, and the Amcast North and South properties subsequently have been vacant. A developer, Oliver Fiontar, LLC, acquired the Amcast North and South properties from Ozaukee County in or around 2020, after entering into an agreement with the DNR pursuant to Wis. Stat. § 75.106, in which the developer agreed to take response actions to address the environmental contamination. Surface structures within Amcast North have largely been demolished by the current property owner, with the exception of a structure subject to a raze order, and the concrete foundation slab and underground structures from the former casting facility building remain. The only structure that remains on Amcast South is the administrative building in the northwest corner of the property, and the remainder of the property is paved or has grass cover; and

WHEREAS, on June 1, 2026, the EPA and the State entered into a contract titled "State Superfund Contract for Remedial Activities at Amcast Industrial Corporation Superfund Site, Portions of Operable Unit 1" (State Superfund Contract), pursuant to CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), other applicable federal laws, and applicable state law including Wis. Stat. § 292.31(7) and Wis. Admin. Code ch. NR 730; and

WHEREAS, under the State Superfund Contract, the EPA has agreed to undertake the remedial actions as described in the Statement of Work attached to the State Superfund Contract as Exhibit A and to implement the final remedies described in the September 2023 ROD for the Quarry Pond, Wilshire Pond, Residential Yards, and portions of the final remedies for the north and south storm sewers that are necessary to implement the final remedies for the Quarry and Wilshire ponds. In accordance with CERCLA, the EPA will pay for 90% of costs associated with remedial actions at the Amcast Site; and

WHEREAS, the State Superfund Contract estimates that the cost of the remedial actions to be completed by EPA for the Wilshire and Quarry ponds, Residential Yards, and portions of the final remedies for the north and south storm sewers is \$40,000,000. The State cost share amount under the State Superfund Contract is ten percent of this amount, which is \$4,000,000; and

WHEREAS, the Wisconsin Legislature has appropriated \$4,000,000 to the spills response appropriation under Wis. Stat. § 20.370(4)(dv), and the State will use these funds to satisfy the State cost share obligation under the State Superfund Contract entered into by EPA and the State in June 2026; and

WHEREAS, in October 2025, a preliminary design was prepared by the U.S. Army Corps which estimates the cost of completing all remedial actions required under the 2023 ROD to be significantly greater than \$40,000,000, the amount previously expected to be sufficient for completing remedial actions at the Amcast Site. The October 2025 estimate provides that approximately \$71,579,202 is necessary to complete all remedial actions at the Amcast Site, which would require the State to contribute an additional approximate \$3,157,920, to satisfy the ten percent State cost share required under CERCLA; and

WHEREAS, the DNR is not aware of any additional state funds that are currently available to complete the remedial actions required under the ROD for the Amcast Site, beyond the \$4,000,000 that has been appropriated by the Wisconsin Legislature, and the State is not able to enter into an amendment to the State Superfund Contract at this time unless the City agrees to provide funding necessary for the State to meet its State cost share for remaining remedial actions at the Amcast Site. The State must enter into an amendment to the State Superfund Contract before EPA may proceed with undertaking any remaining remedial actions for the Amcast Site, and the State will be required to meet its State cost share obligation as part of any amendment to the State Superfund Contract; and

WHEREAS, the State intends to enter into an amendment to the State Superfund Contract following the execution of this Agreement, which will allow the EPA to move forward with remaining remedial actions to address contamination at the Amcast North and South properties and the interim remedy related to groundwater contamination, which includes institutional controls and two years of groundwater monitoring. EPA will propose and select a final remedy for OU2 (site groundwater) in a future decision document. It is anticipated that the remedial actions required under the 2023 ROD will mitigate groundwater contamination. The DNR intends to provide a copy of any future amendment to the State Superfund Contract entered into by the EPA and the State to the City; and

WHEREAS, Wisconsin Governor Tony Evers has authorized the DNR to enter into the State Superfund Contract on behalf of the State and has designated the DNR as the state agency to work in partnership with EPA to complete necessary actions at the Amcast Site; and

WHEREAS, the DNR and the City have decided to enter into this Agreement, pursuant to Wis. Stat. § 66.0301 and Wis. Admin. Code § NR 728.07(1), whereby the City agrees to provide up to \$3.2 million to assist the State in meeting its State cost share obligation in order for EPA to complete all actions at the Amcast Site required under the ROD, which includes remedial actions to address contamination at the Amcast North and South properties and the interim remedy related to groundwater contamination.

## **AGREEMENT**

Now, therefore, based upon the above recitals and the terms and conditions set forth below, the DNR and the City represent and agree as follows:

- A. The City agrees to provide funds to the DNR for the completion of remedial actions at the Amcast Site, not to exceed a total of \$3.2 million, subject to the following contingencies:
  - a. The city shall provide no funding to the DNR unless the State enters into an amendment to the State Superfund Contract following the execution of this Agreement, which will allow the EPA to move forward with remaining remedial actions to address contamination at the Amcast North and South properties and the interim remedy related to groundwater contamination.
  - b. The DNR will work in partnership with the City to maximize opportunities to apply in-kind services and credit toward the State's cost share obligation, in accordance with the State Superfund Contract.
  - c. Prior to the final financial reconciliation between the EPA and DNR under the State Superfund Contract, the DNR shall confirm with the EPA the amount of in-kind services and credit applied toward the State's cost share obligation.
  - d. In the event that the EPA applies in-kind services and/or credit toward the State's cost share obligation, the DNR will reduce the City's maximum funding commitment of \$3.2 million by the amount of in-kind services and/or credit applied by the EPA toward the State's cost share obligation.
  - e. The City or DNR may seek funding from the Wisconsin Legislature, in addition to the \$4,000,000 appropriated by the Wisconsin Legislature as part of the 2025-27 state budget, to complete actions at the Amcast Site. In the event that the City or DNR obtains any additional funding from the Wisconsin Legislature to complete actions at the Amcast Site, the DNR will reduce the City's maximum funding commitment of \$3.2 million by any additional amount appropriated by the Wisconsin Legislature for the Amcast Site.

- f. The DNR agrees that it will contribute the entire \$4,000,000 appropriated by the Wisconsin Legislature for remedial actions at the Amcast Site before the City shall be required to expend any funds toward remedial actions at the Amcast Site. In the event that costs for remediation of the Amcast Site are less than the October 2025 estimate of \$71,579,202, the City shall pay the difference between \$4,000,000 and the amount necessary for the State to meet its State cost share obligation for completion of remedial actions at the Amcast Site, up to \$3.2 million.
- B. The DNR represents that pursuant to Wis. Stat. § 292.31(7), the DNR may require a municipality to pay a reasonable share of the amount expended by the DNR for the remediation of a Superfund site under CERCLA. Pursuant to Wis. Stat. § 292.31(7)(c)(2), the total amount that municipalities may be required to expend for the remediation of a Superfund site under CERCLA may not exceed 50 percent of the amount expended by the DNR for the remediation of the Superfund site under CERCLA, which, in this case, based upon the DNR's \$4,000,000 State cost share obligation, and absent additional Legislative action, would be \$2,000,000.
- C. The City represents that it has reviewed Wis. Stat. § 292.31(7) and Wis. Admin. Code § NR 730.07 and understands the limits of what may be required by the DNR under those provisions. The City understands that it may not be legally required to expend \$3.2 million for the remediation of the Amcast Site. The City further understands that to date the DNR has not required the City to pay any municipal cost share under Wis. Stat. § 292.31(7) and Wis. Admin. Code § NR 730.07 to assist the State in meeting its State cost share obligation.
- D. The City voluntarily consents and agrees to provide up to \$3.2 million for the remediation of the Amcast Site, for the purpose of assisting the State in meeting its State cost share obligation as necessary to implement all of the actions required under the ROD for the Amcast Site, including remedial actions for the Amcast North and South properties and the interim remedy for groundwater contamination, and to maximize the federal funding available (i.e., EPA's contribution of 90% of costs) for remedial actions at the Amcast Site.
- E. The City agrees to provide funds to the DNR in order for the State to meet its payment obligations under the State Superfund Contract, as amended. Any such funds shall be applied against any potential future payment that may be required by the DNR, pursuant to Wis. Stat. § 292.31(7). The city shall pay the full amount required under this Agreement within 90 days after EPA notifies the State that it has completed the actions required under the 2023 ROD. The city understands that actions required under the 2023 ROD are anticipated to be completed in 2033. The DNR shall inform the City once EPA has provided this notification to the State, and the City shall make the required payment to the DNR within 90 days after receiving this notification. Payments shall be made to the DNR through a method agreed upon by the DNR and the City. The DNR agrees to provide the funds received from the City under this Agreement to the EPA in accordance with applicable provisions in the State Superfund Contract, as amended.
- F. The City acknowledges that the actions to be implemented by the EPA are the actions set forth in the 2023 ROD and that in the event any party proposes redevelopment of any property within the Amcast Site, the DNR may require additional actions to be taken prior to redevelopment activities, including any action that the DNR determines is necessary to reduce to acceptable levels any substantial threat to public health or safety when the property is developed or put to its intended use. Any party proposing redevelopment of a property within the Amcast Site must provide notification to the DNR and EPA of proposed redevelopment plans and obtain prior written approval from the DNR, and any required approvals or authorizations from the EPA, prior to commencing any redevelopment activities within the Amcast Site.

The City further agrees to the following terms and conditions:

1. DNR Access

The DNR and its authorized representatives shall have the authority to access all records relating to the implementation of this Agreement, including but not limited to financial information submitted to the DNR by the City. Except as otherwise provided by applicable law, the City and its authorized representatives shall have the authority to access all records relating to implementation of this Agreement in possession of the DNR.

Unless precluded by law, the City agrees to promptly provide the DNR with any records pertaining to this Agreement requested by the DNR, no later than 30 days after such a request is made, unless otherwise agreed by the DNR and the City. Unless precluded by law, the DNR agrees to promptly provide the City with any records pertaining to this Agreement requested by the City, no later than 30 days after such a request is made, unless otherwise agreed by the DNR and the City.

Nothing herein shall be construed as restricting the inspection or access authority of the City or DNR under any statute or rule.

## 2. Record Retention

Unless otherwise directed, the City must retain all records pertaining to this Agreement for ten years following the completion of the final financial reconciliation by the EPA under the State Superfund Contract, as amended. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later. The City shall inform the DNR and EPA prior to destroying any records pertaining to this Agreement. This record retention provision is intended to be consistent with the DNR's record retention requirements under the State Superfund Contract, as described in 40 CFR 35.6705. The DNR shall retain records as required by the State Superfund Contract, as amended.

## 3. Submission of Documents

Documents submitted to the DNR under this Agreement shall be sent to the following:

Kevin McKnight  
Hydrogeologist  
Wisconsin Department of Natural Resources  
Oshkosh Service Center  
625 E. Cty Y, Suite 700  
Oshkosh, WI 54901  
920-808-0170  
[Kevin.McKnight@wisconsin.com](mailto:Kevin.McKnight@wisconsin.com)

Unless otherwise directed by DNR, documents shall be submitted electronically through the submittal portal.

Documents submitted to the City under this agreement shall be sent to:

Mikko Hilvo  
City Administrator  
Cedarburg City Hall  
W63 N645 Washington Avenue  
P.O. Box 49  
Cedarburg, WI 53012  
(262)375-7917  
[mhilvo@cityofcedarburg.wi.gov](mailto:mhilvo@cityofcedarburg.wi.gov)

Any party may change its designated contact by notifying the other party, in writing, at least ten business days prior to the change. To the maximum extent possible, communications between the City and the DNR concerning the Agreement shall be directed through the above contacts. Each designated contact shall be responsible for assuring that communications are properly disseminated to the appropriate individuals for the respective party.

## 4. Assignment

Neither this Agreement nor any right or duty in whole or in part by the City under this Agreement may be assigned or delegated without the written consent of the DNR. If upon the written consent of the DNR, this Agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this Agreement and be bound by the terms and conditions of this Agreement. Assignment in whole or in part of this Agreement does not absolve the City of any liability or obligation expressed and agreed to hereunder that the Assignee(s) has not expressly agreed to assume and perform.

## 5. Dispute Resolution

Any dispute regarding this Agreement shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed forty-five (45) days from the time the dispute arises, unless it is extended by written agreement of the parties. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. An informal resolution of the dispute shall be documented in writing by the parties and provided to the individuals designated above, or their successors. The parties to the dispute will make good faith efforts to resolve the dispute during the informal negotiation period.

#### 6. Entire Agreement

This Agreement shall constitute the entire agreement between the parties, and previous communications, whether verbal or in writing, pertaining to the subject matter of this Agreement are hereby superseded.

#### 7. Applicable Law

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any judicial action arising from this Agreement shall be the state or federal court of competent jurisdiction located in Dane County, Wisconsin.

The City shall at all times comply with all applicable federal, state, and local laws, ordinances and regulations that pertain to the subject matter of this Agreement.

#### 8. Limits of Liability

The DNR shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, officers, boards, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions.

The City shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, officers, boards, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own legal defense.

In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, officers, boards, commissions, agencies, and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. This clause applies only to the actions of each party pursuant to this Agreement and does not apply to actions or events that occur outside the scope of this Agreement.

#### 9. Effective Date

This Agreement shall be signed by the City before being signed by DNR. The date on which the DNR signs this Agreement shall be the effective date of this Agreement.

#### 10. Subsequent Amendments

This Agreement may be amended by mutual agreement of the parties. Any amendment of this Agreement shall be in writing, signed by the DNR and the City, and shall have as the effective date the date on which the last party signed such amendment. A proposed amendment to this Agreement may require consultation and review by the EPA before the DNR and City enter into an amendment of the Agreement.

#### 11. Satisfaction of the Agreement

If the City believes that it has made full payment to the DNR as required by the Agreement and satisfied the terms and conditions of the Agreement, the City shall provide written documentation to the DNR demonstrating that full payment has been made to the DNR as required by the Agreement, and that the City has complied with terms and conditions of the Agreement. Upon receipt of documentation that demonstrates to the satisfaction of the DNR that the City has made full payment as required by the Agreement and satisfied the terms and conditions of the Agreement, the DNR shall provide written notification to the City that the DNR has determined that the Agreement has been satisfied. Upon receiving such documentation by the City, the DNR shall not unreasonably withhold or delay providing written notification to the City that the Agreement has been determined by the DNR to be satisfied. The DNR's written

notification of satisfaction may exclude those portions of the Agreement that impose obligations that continue to remain in effect following the DNR's notification of satisfaction.

12. Termination of the Agreement

The DNR reserves the right to terminate this contract in whole or in part, without prior notice and without any penalty or liability whatsoever to the DNR, if the EPA terminates the State Superfund Contract, as amended or if the DNR otherwise determines it is necessary as a result of actions, or discontinuation of actions, by EPA. Upon termination, the City shall promptly deliver or otherwise make available to the DNR all records, including financial documentation, as may have been generated or accumulated by the City in implementing this Agreement, whether completed or in progress.

The City may submit a written request to terminate this Agreement, in whole or in part, to the DNR. The request shall include the reasons for the termination request. In the case of a request for partial termination, the City shall also explain the portion of the Agreement the City requests to be terminated. The Agreement shall not be considered to be terminated, in whole or in part, unless the DNR grants the request in writing. The DNR may deny the City's request if the DNR determines that granting the request would preclude the State from meeting its State cost share obligation under the State Superfund Contract, as amended, or would otherwise prevent the State from complying with applicable requirements in the State Superfund Contract, as amended, or applicable legal requirements. The DNR will grant the City's request if the DNR determines that granting the termination request would not impact the State's ability to meet the State cost share obligation under the State Superfund Contract, as amended, or to comply with requirements under the State Superfund Contract, as amended, or applicable legal requirements.

The City and the DNR may mutually agree in writing to terminate this Agreement.

Upon termination of this Agreement, the City shall promptly pay to the DNR the difference between \$4,000,000, and the amount necessary for the State to meet its State cost share obligations under the State Superfund Contract, as amended, for actions and work conducted at the Amcast Site prior to the termination of this Agreement, subject to the terms of this Agreement.

The rights and remedies of the DNR provided in this Agreement are in addition to any other remedies and remedies provided by law.

13. Signatures

This Agreement shall apply to and be binding upon the undersigned parties. Each person signing this Agreement represents and warrants that he or she has been duly authorized by the DNR or the City, as the case may be, to execute and legally bind the respective party to the terms and conditions of this Agreement.

**City of Cedarburg**

**Wisconsin Department of Natural Resources**

By: \_\_\_\_\_  
Patricia Thome, Mayor  
City of Cedarburg

By: \_\_\_\_\_  
Christine Sieger, Bureau Director  
Remediation and Redevelopment Program  
Wisconsin Department of Natural Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**

**State Superfund Contract for Remedial Activities at Amcast Industrial Corporation Superfund Site,  
Portions of Operable Unit 1**

## CITY OF CEDARBURG

**MEETING DATE:** June 8, 2026

**ITEM NO:** G.

**TITLE:**

Discussion and possible action on Baker Tilly's Forensic Accounting Review Proposal of the Amcast TID#4/developers incentives.

**ISSUE SUMMARY:**

**Purpose**

Per request of the Mayor and City Administrator Baker Tilly has provided a proposal to perform a forensic accounting review of the City of Cedarburg's TID#4/developers incentive funding, reimbursement processes, and expenditures related to the North and South Amcast sites which are part of the EPA Superfund site.

**Scope of Work**

Baker Tilly will:

- Review all supporting documentation for compliance with agreements, including budgets, amendments, change orders, and draw requests #1-71.
- Review vendor billings, invoice support, cost allocations, and potential cost overruns.
- Evaluate use of TID funding provided by the City to Oliver Fiontar including eligibility, proper allocation, and compliance.
- Review internal controls and identify weaknesses.
- Confirm and use any third party reviewer's work papers, acknowledging that the City used an outside independent reviewer to validate reimbursement requests for the Developer.

**Process & Phasing**

The work is divided into:

- Phase 1: Planning, scoping, information gathering
- Phase 2: Forensic review and interviews
- Phase 3: Final reporting and recommendations

**Cost**

Estimated cost: **\$25,000-\$50,000** (hourly rates based on staff level).

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## **2. Key Development Agreement Provisions Relevant to Reimbursement Review**

**Project Gap Financing Requirements (Section 4(c))**

The Development Agreement between the City/CDA and Oliver Fiontar, LLC included Project Gap Financing not to exceed \$3,053,000 and incentives in the amount of \$275,000.

### **Important oversight and documentation requirements included:**

- The Developer would request draws upon submitting proper documentation confirming need.
- The first draw of \$250,000 was to be allowed and paid for mobilization costs, but only after documentation was provided and reviewed.
- Further draws followed the approved project cost timeline (Exhibit C of development agreement) and were subject to:
  1. CDA's designated agent review and authorization of each payment.
  2. Submission of proper lien waivers, executed contracts, or other required releases.
  3. Developer provided any requested supporting documentation for each payment request.

### **City/CDA Review & Third Party Oversight**

The City engaged independent third-party reviewers to verify the Developer's submissions prior to issuing payments. The initial review contract was awarded to GHD in 2018, followed by a second contract with RNR Water LLC in 2020. When GHD chose not to renew its contract in 2020, the City selected the second oversight agency based on cost and the owner's prior experience with the site, as the owner had previously worked on the project while at GHD.

(Baker Tilly's proposal specifically notes that the City previously used a third party reviewer to verify cost/payment details, and that those workpapers are available. The development agreement specified that the CDA or its designated agent must review and authorize each payment request, which legally supported the City's use of such a third party reviewer.)

### **Payment Timing Requirements**

Requests submitted after the 15th and before the 1st were payable by the 15th of the following month (if they were approved).

Requests submitted after the 1st and before the 15th were payable on the last day of the same month.

These payments were made upon request by Oliver Fiontar after they were reviewed and confirmed by the Third-party consultant.

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### **3. Confirmation of Reimbursement Controls**

Did the Development Agreement provide reimbursement to Oliver Fiontar?

Yes. The agreement explicitly provided for:

- Developer Assistance payments (up to \$275,000).
- Project Gap Financing reimbursements (up to \$3,053,000).

All reimbursements were conditional, tied to documentation, milestones, and third party agent review.

Was a third party consultant involved in reviewing documentation before payments?

Yes.

- The City used a third party reviewer to verify invoices, draw requests, and supporting documentation before approving City/CDA payments to the Developer.
- Baker Tilly’s proposal acknowledges this outside reviewer and plans to use that reviewer’s prior workpapers in their analysis.

Was documentation required before reimbursement?

Yes—strictly.

The Development Agreement required:

- Proper documentation confirming need,
- Lien waivers and executed contracts,
- Additional documentation upon request, and
- Third party agent review and authorization before any payment was issued.

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#### **4. Council Discussion Points**

1. The City received a forensic accounting proposal from Baker Tilly to review all documentation and processes related to TID #4 including draw requests and TIF-related expenditures.
2. Baker Tilly acknowledges the City previously used a third party consultant to validate the Developer’s reimbursement submissions.
3. The Development Agreement with Oliver Fiontar, LLC explicitly required:
  - Detailed documentation prior to payment,
  - CDA or designated agent review of each request
  - Use of escrow and milestone based draws, and
  - Lien waivers and contract documentation,
4. Reimbursements—including the \$3,053,000 Project Gap Financing—were not automatic but strictly controlled and conditional.
5. The agreement and processes show that the City established layered financial safeguards, including third party validation, before any developer funds were released.
6. In 2023, the City retained an external environmental consultant to review all documentation related to the Amcast North and South sites. Following this review, several questions were identified, and the City requested a formal response from Oliver Fiontar. Oliver Fiontar LLC submitted its reply to the City on October 4, 2023.

#### **5. Potential Council Action**

Based on the information in the Baker Tilly proposal and the Development Agreement, the Common Council should determine whether proper procedures were followed in administering developer reimbursements—specifically whether the required documentation reviews, third party agent oversight, and escrow based controls outlined in the agreement were adhered to. If the Council believes there is reasonable concern that these procedures were not followed, it can

decide whether to authorize the proposed forensic audit to independently verify compliance. Depending on the audit's findings, the Council, in the future and with the benefit of the findings, may also need to consider what actions the City should take in response, including whether evidence would support pursuing civil remedies to recover improperly reimbursed funds.

**TID# 4 Financials**

Annual Debt Payments on the incentive payment (included in annual tax levy paid by all residents): \$245,500

Remaining debt amount: \$2,615,000

Last year of debt payments: 2038

Current Balance of the TID: (\$1,086,000)

**STAFF RECOMMENDATION:**

None

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

**ATTACHMENTS:**

1. Baker Tilly - City of Cedarburg WI - Proposal for Forensic Accounting Services
2. development agreement
3. exhibit C - 8-11-17
4. GHD Contract for Oversight
5. RNR Proposal for Oversight
6. RnR oversight contract signed
7. 2023\_10\_04\_oliver\_audit response to city\_with attach
8. 2023\_10\_04\_letter to city\_oliver\_amcast\_notice
9. 2023\_10\_04\_oliver\_supplemental resp city questions

**INITIATED/REQUESTED BY:**

Mikko Hilvo

**FOR MORE INFORMATION CONTACT:**

Mikko Hilvo, City Administrator

May 12, 2026

# City of Cedarburg WI

*Preliminary Proposal:*

Forensic Accounting Review

May 12, 2026

Mikko Hilvo  
City Administrator  
City of Cedarburg WI  
W63N645  
Washington Ave.  
P.O. Box 49  
Cedarburg, WI 53012

Baker Tilly Advisory Group, LP  
205 N. Michigan Ave. 28<sup>th</sup> Floor  
Chicago, IL 60601

T: +1 (312) 251 4500  
bakertilly.com

*Delivered electronically*

Dear Mikko Hilvo,

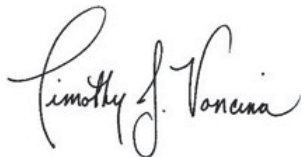
This proposal marks the beginning of a valuable relationship we plan to build with the City of Cedarburg. We are confident we are the right fit to provide forward-thinking forensic accounting and investigative services. We believe our proposal meets your needs and requirements and describes our unique proposition to support your needs for forensic accounting and investigation consulting services.

At Baker Tilly, we specialize in forensic accounting, fraud investigations, and financial analysis services, offering the depth of experience required to deliver objective, detailed, and well-supported findings. Our team is committed to providing exceptional service with a focus on accuracy, efficiency, and clear communication. This proposal details our qualifications, anticipated rates, and the key factors that distinguish us from other firms in the industry. We look forward to the opportunity to collaborate with you and deliver results that align with your objectives.

Thank you for your consideration and opportunity to provide you with valuable consulting services. Our team is excited to earn your trust and we look forward to discussing your questions and feedback.

We can't wait to get started.

Sincerely,

A handwritten signature in cursive script that reads 'Timothy J. Voncina'.

Tim Voncina, CPA, CMA, CGMA, CFF, CFE  
Principal  
+1 (312) 251 4502 [tim.voncina@bakertilly.com](mailto:tim.voncina@bakertilly.com)

# Introduction to Baker Tilly's Forensic Accounting and Investigation Services

## Company Profile, Qualifications and Experience - Guiding you with our resources, reputation and reach

Our [ranking as the 10th-largest accounting firm](#) means we're actively leading and shaping the industry landscape. We have a seat at the table with regulators and public associations, which translates to the opportunity to share our clients' perspectives and bring valuable insights back to you.

What does our size mean for you? It's about having a powerhouse team of passionate professionals unafraid to roll up their sleeves and provide hands-on support. It's about team members brimming with thoughtful ideas, backed by the scale of a firm genuinely dedicated to your success.

When you choose Baker Tilly, you're not just choosing a leading advisory, tax and assurance firm. You're choosing a skilled navigator for the road ahead.



**10th-**  
largest U.S.  
accounting firm



**6,700+**  
team members,  
600+ principals



**90+**  
years in  
business



**1,800+**  
Certified Public  
Accountants



**\$1.81B**  
firm revenue  
in FY2024



**50+**  
U.S. office  
locations



**250+**  
workplace and  
culture awards

## Forensic Accounting Specialization

As forensic investigative professionals, we focus on objective and process understanding, research and analytics to provide accurate and actionable conclusions of the assigned tasks. Our Forensic, Litigation and Valuation Services (FLVS) practice focuses on providing personalized services that drive measurable results while offering deep expertise and industry specialization.

We have been retained as fraud examiners, consulting experts, testifying experts, and independent monitors in hundreds of complex matters nationwide. Our FLVS professionals offer a full depth and breadth of experience to our consulting services, including initial fact finding, fraud and forensic investigations, and expert testimony, as required.

Organizations want trusted and tested advisers to assist them through their most sensitive business issues. Clients count on us because we combine our deep financial acumen with a collaborative approach to addressing their most urgent needs. We are present at the table with our clients to provide objective, fact-based findings on very sensitive claims and investigatory matters. We have built a strong reputation of supporting our clients from the identification of their issues through resolution.

### FLVS BY THE NUMBERS

**150+**

Fraud & forensic  
professionals

**5,000+**

Forensic  
engagements

**400+**

Times testified

**50+**

Certified Fraud  
Examiners

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## Approach and Methodology

No one achieves breakthrough results by following well-worn pathways. Your business is a one-of-a-kind organization with unique risks and opportunities. We build our service plans accordingly. Tailoring our forensic audit service methodologies to your specific needs. Forging new routes to overcome your challenges.

Your goals, culture and the distinctive factors that impact your industry will play a role in shaping our approach. Along the way, our deep understanding of the public sector and knowledge of the unique needs will fuel our dedication to helping you achieve your goals.

## Our Understanding of Your Needs

Based on our preliminary understanding of your needs, you are seeking a forensic accounting review of the City of Cedarburg's budget, funding and expenditures relating to specified remediation/development project for a previously environmentally contaminated site.

## Scope of Services

The scope of our forensic review will include:

1. Review and analysis of supporting documentation for compliance with the agreements in place and validation of costs incurred, funding, budgets, etc. Supporting documentation and records may include the following:

- Original project budgets, revised budgets, and modifications/amendments
- Change orders, cost escalations, and scope expansions
- Board approvals and administrative authorizations, etc.
- Draw requests # 1 – 71, including notes

2. Vendor Billings & Payment History

- Analyze payment history and review supporting documentation, including invoices
- Review cost breakdown by phase or task
- Identification of cost overruns by phase and responsible vendor
- Analysis of whether costs were shifted, reclassified, or transferred

3. Federal, State Grant & TIF Funding

- Verification of compliance with Fund and Grant terms and conditions
- Review of TIF funding usage, including eligibility, approvals, and proper allocation
- Confirmation that restricted funds were not commingled or used outside their authorized purposes
- We understand that an outside third-party was used to review cost/payment details, which constituted the basis for approvals and payments/reimbursements from the City to developers. As such, any work papers or file contents of applications should be available.

4. Internal Controls

- Identification of internal control weaknesses or procurement failures as they are identified.

## Phase 1: Planning and scoping

The objective of the first phase will be to obtain an understanding of the areas of focus and concerns, along with background information on personnel, roles, and responsibilities.

Key activities of Phase 1:

- Hold a kickoff meeting with client representatives to reaffirm the scope of work and relevant review period, agree on estimated timeline and objectives to complete the forensic review, establish preferred communication protocols (frequency, method, etc.) and agree on anticipated deliverables.
- Agree on protocols, expectations, goals, communication frequency and logistics.
- Develop an initial and subsequent document and information request list; and agree on data access and file transfer protocols and information sharing.
- Establish a preliminary work plan and modify initial scope and fee estimates, if necessary, based on preliminary understanding and review of phase 1 scoping.

## Phase 2: Forensic review

Our goal for the second phase will be to conduct an independent accounting review, review applicable supporting documentation and execute the agreed-upon work plan based on phase 1 objectives. While the completion of Phase 2 will largely depend on the outcome and insights gained from Phase 1, we have outlined below the key activities that we anticipate will be conducted during the forensic review.

Key activities of Phase 2:

- Collect supporting documents and execute review processes identified in Phase 1.
- Perform forensic accounting review and analysis on all pertinent data and documentation for the relevant period.
- Conduct interviews with staff and other related personnel; perform additional process and subject interviews and walkthroughs, as needed.
- Conduct ad hoc meetings for questions and clarifications on the data, documents, and information, as needed.

## Phase 3: Final reporting

During the third phase, we will communicate procedures performed, findings and recommended next steps. We will prepare a thorough, objective and comprehensive forensic report and present our report.

Key activities of Phase 3:

- Present preliminary analysis and findings to the key points of contact that describe our forensic procedures performed and any findings.
- Solicit input and feedback prior to finalizing our analysis report.
- Deliver final report of procedures and analysis conducted during the review.

# Preliminary Cost Estimate

The cost estimate below depicts our preliminary estimates based on our initial understanding of the engagement and the assumptions below. We will provide updates on the billing and timelines and should any need for revisions occur during our analysis and will notify the designated representative of any changes in scope and/or services or budget impact in advance of exceeding our range of services.

Our fees are based upon the actual hours expended by each engagement team member at each member's applicable hourly billing rate. The rates below are inclusive of all administrative fees.

Hourly billing rates by level are as follows:

<b>Position and Levels</b>	<b>Hourly Rate</b>
Managing Directors and Principals	\$500 - \$540
Senior Managers and Directors	\$440 - \$465
Managers and Experienced Managers	\$390 - \$410
Staff Consultants and Senior Consultants	\$330 - \$370

**Preliminary Cost Range Estimate: \$25,000 - \$50,000**

*Note: We reserve the right to refine and update our cost and timeline estimates based on the volume and availability of supporting documentation.*

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** ("Agreement") is entered into by and among the City of Cedarburg Community Development Authority, a quasi-governmental body organized and existing under Section 66.1335 of the Wisconsin Statutes (hereinafter, "CDA"), the City of Cedarburg, a Wisconsin municipal corporation ("City"), and Oliver Fiontar, LLC (hereinafter, "Developer") (collectively, City, CDA and Developer are referred to herein as "Parties" or individually as "Party").

**WHEREAS**, the Property subject to this Agreement consists of the following described real estate: Tax Parcel ID Number 13-051-01-05-000 consisting of approximately 4.02 acres with a site address of N37 W5684 Hamilton Road; Tax Parcel ID Number 13-050-21-09-000 consisting of approximately 2.40 acres with a site address of N39 W5789 Hamilton Road; and Tax Parcel ID Number 13-050-21-08-000 consisting of approximately 2.004 acres abutting Johnson Avenue, all of which is described in more detail on Exhibit A, attached hereto and incorporated herein by reference, and all of which is within a tax increment financing district proposed to be created by the City; and

**WHEREAS**, the Parties entered into a Memorandum of Understanding ("MOU") on August 22, 2016 to identify the major preliminary business points between the CDA and Developer, regarding the redevelopment of the former Metamold/Amcast Property located on the north and south sides of Hamilton Road in the City of Cedarburg, commonly identified as N37 W5684 and N37 W5789 Hamilton Road and an adjoining parcel, Cedarburg, Wisconsin ("Property"), by Developer, in accord with approved plans; and

**WHEREAS**, Developer seeks to establish a mixed use development with residential and commercial retail components at the Property; and

**WHEREAS**, the Property is defined as blighted. This area was formerly owned and operated as the site of the Meta Mold Aluminum Company, an aluminum die-cast facility which operated at the Property starting in 1939 and Amcast Industrial Corporation, a local automotive industry supplier, and has been affected by adverse land use and significant pollution that has resulted in the decline of real property value that is not likely to recover without intervention from the CDA; and

**WHEREAS**, the Property is currently part of a larger property included on the United States Environmental Protection Agency National Priorities List. The Property is contaminated with various hazardous substances including, but not necessarily limited to, polychlorinated biphenyl (PCB), polycyclic aromatic hydrocarbons (PAH), asbestos containing building materials (ACBMs), lead-based paint, and other volatile organic compounds (VOCs); and

**WHEREAS**, Developer will only acquire and develop the Property if the blighted conditions described herein have been addressed by the CDA and City as set forth in this Agreement and Developer receives the incentives outlined in this Agreement; and

**WHEREAS**, The Parties acknowledge that the Property is at an economic disadvantage to other available sites due to its blighted condition and CDA development requirements, which will result in Developer's proposed redevelopment costing more than alternative sites in an amount that is estimated to be approximately \$3,053,000 (the "**Project Gap**"); and

**WHEREAS**, Wisconsin Law provides a strategic mechanism for the encouragement of such economic development, as is described herein, in its Tax Incremental Law, Wis. Stat. Sec.66.1105, including the ability to bridge cost gaps, in order to stimulate development which would (1) not otherwise occur; or (2) be substantially delayed or deferred; and

**WHEREAS**, Developer has also requested financial assistance through a Tax Incremental District, the City, CDA and other taxing jurisdictions, to permit it to implement and carry out its coordinated redevelopment plan; and

**WHEREAS**, the City and CDA are willing to assist with a Tax Incremental District-based incentive in order to help reduce the Project Gap, including, but not necessarily limited to, approving a contribution to Developer of a specified portion of the tax increment generated by the improvements to the Property to be built by Developer, and, subject to an amendment of this Agreement, not to exceed a specified amount; and

**NOW, THEREFORE**, it is agreed as follows:

Section 1. Defined Terms.

**"Building and Site Improvements"** shall mean those provided in any subsequent Redevelopment plans, as approved by the City, including all implicated requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, parking and landscaping ordinances, laws, regulations, and codes.

**"Building Permit"** shall mean a permit issued by the City for construction or rehabilitation of a building.

**"Commence Construction"** shall mean the point in the construction process at or after which (1) the City has issued a building permit or provided written approval to permit selective demolition, remediation, and/or rehabilitation of a building, structure, or portion of a building on the Property, and (2) the Developer has commenced work pursuant to said permit or written approval in the form of either digging a foundation or erecting a structure.

**“Development”** shall mean the completed project for the construction and installation of buildings and site improvements approved as part of the redevelopment Plan.

**“Redevelopment Plan”** shall mean any subsequent Redevelopment Plans, as approved by the City, including all implicated requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, parking and landscaping ordinances, laws, regulations, and codes. .

**“District”** shall mean the future TID No. 4, to be created.

**“Municipal Code”** shall mean the City of Cedarburg Municipal Code of Ordinances, as amended.

**“Building Occupancy”** shall mean that point in time at which an occupancy permit has been issued by the City for all or a portion of the space within a building.

**“Northern Parcel”** means that portion of the Property located on the north side of Hamilton Road, and commonly identified as N37 W5684 Hamilton Road with a Tax Parcel ID Number of 13-051-01-05-000.

**“Property”** means the real property described more fully on Exhibit A (“Property Legal Description”), attached hereto and incorporated herein by reference.

**“Southern Parcel”** means that portion of the Property located on the south side of Hamilton Road, and commonly identified as N39 W5789 Hamilton Road with Tax Parcel ID Numbers 13-050-21-09-000 and 13-050-21-08-000.

**“Substantially Complete”** means a building is substantially complete, and eligible for the issuance of an occupancy permit by the City.

**“Tax Increment”** means the amount obtained with regard to the Property and the Buildings and Site Improvements to be constructed on the Property by Developer, with reference to and in accordance with the provisions of Section 66.1105(2)(i) through (m), Wisconsin Statutes. More specifically, the Tax Increment revenue for purposes of this Agreement will reflect the difference between the tax on the equalized value of the Property as of January 1, 2018 before construction of the Building and Site Improvements contemplated in this Agreement (the tax incremental base), and the tax on the equalized value of the Property with the Building and Site Improvements contemplated in this Agreement.

## Section 2. Representations by the City and CDA.

The City and CDA make the following representations as the basis for the undertaking on its part herein contained:

(a) The CDA is a quasi-government body organized and existing under Section 66.1335 of the Wisconsin Statutes.

(b) The City and CDA propose to provide Tax Incremental-based assistance to Developer in accordance with the provisions Section 66.1105, Wisconsin Statutes, and of this Agreement.

(c) The activities of the City and CDA are undertaken for the public purposes stated and defined in Section 66.1105, Wisconsin Statutes.

(d) The parties signing below for the City and CDA warrant they have been fully authorized to execute this Agreement on behalf of the City and CDA, and to bind the City and CDA to the Agreement.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatsoever nature to which the City or CDA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

### Section 3. Representations and Warranties by Developer.

Developer represents and warrants that:

(a) It has full authority to execute and perform this Agreement, contingent on final acquisition of the Property.

(b) The parties signing below for Developer warrant they have been fully authorized to execute this Agreement on behalf of Developer, and to bind Developer to the Agreement.

(c) The proposed Development by Developer would not occur but for the tax incremental based financing assistance being provided hereunder.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of, or compliance with, the terms and conditions of this Agreement is not prevented, limited by, or conflicts with, or results in the breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) The Development will have the following estimated fair market value, as determined by the State of Wisconsin real estate tax valuation, by the dates indicated:

1. \$275,000 no later than January 1, 2020;
2. \$2,775,000 no later than January 1, 2024;

3. \$4,775,000 no later than January 1, 2025;
4. \$7,275,000 no later than January 1, 2026;
5. \$10,025,000 no later than January 1, 2027.

Section 4. CDA Responsibilities.

Subject to the final terms, conditions, and provisions of the Agreement, and compliance with same and completion of the Developer's duties and responsibilities as outlined therein:

(a) Upon receipt of the executed documents and transactions contemplated by this Agreement, the CDA shall make good faith efforts to acquire the Property from the current owner, Meta-Mold Aluminum Co., via eminent domain pursuant to the CDA's authority under Wis. Stat. § 66.1333(5)(a)3 and Sec. 16-7-1(B) of the City's ordinances. Immediately following the CDA's acquisition of the Property, this Agreement shall become effective and the CDA shall convey the Property to the Developer upon the terms and conditions contained herein. The date of such sale from the CDA to the Developer is referred to herein as the "**Closing**." Prior to the closing the executed Agreement and any other document required herein shall be held by a title company chosen by the parties. The CDA shall not, during the term of the MOU, convey the Property to any other third party except Developer.

(b) In return for the overall minimum equalized property valuation of the Development of \$10,025,000 for buildings to be constructed or rehabilitated on the Northern Parcel and Southern Parcel, the CDA shall contribute an amount not to exceed \$275,000 toward the redevelopment as developer assistance ("**Developer Assistance**"). The Developer Assistance amount shall be based upon the final development plan, expected valuation of same, and completion dates for occupancy of all buildings to be constructed. In no event shall any Developer Assistance payment be due and payable if the Developer is in default, beyond any applicable cure period, of the terms of this Agreement, or owes any delinquent fees or taxes to the City. Developer acknowledges that, subject to the terms and conditions of this Agreement, Plan Commission review fees, architectural review fees, engineering fees, and building permit fees shall be paid in addition to the other fees described herein and are due as set forth in the Municipal Code. Developer Assistance shall be allocated, prorated and paid pursuant to the following schedule, terms and conditions:

1. \$70,000 upon the later of execution of this Agreement and final acquisition in fee simple of the Property by Developer.

2. \$70,000 upon Developer showing proof of razing and removal of all existing buildings on the Property except the commercial office building currently located on the Southern Parcel and, at Developer's discretion, the Industrial Office building located on the Northern Parcel. For purposes of this paragraph, razing

shall not be deemed complete until all structures are removed from the Property, as described herein, and the Property is secure for access by Developer and its contractors and invitees.

3. \$70,000 upon Developer or its assigns receiving building permits from the City and commencing construction for at least \$1,000,000 of new-construction buildings on the Property (not to include valuation from rehabilitated structures or value created using Project Gap Financing).

4. \$65,000 upon Developer showing proof of remediation of the Property to the point in time that Building Occupancy has been granted to newly-constructed buildings and other structures on the Property with a combined equalized fair market valuation of \$4,775,000 (not to include valuation from rehabilitated structures or value created using Project Gap Financing).

(c) Project Gap Financing. In addition to the Developer Assistance payments identified above, the CDA shall contribute Project Gap Financing to the Developer in an amount not to exceed \$3,053,000, which sum shall be held in escrow with a Title Insurance Company or other financial institution of CDA's choosing and cost, and disbursed as follows: Upon providing the CDA or its designated agent with the proper documentation confirming need, the Developer shall be entitled to an immediate draw funding mobilization costs in the amount of \$250,000. Developer shall be allowed further draws from the lender or escrow agent, at the points/milestones, as shown on the Developer's Project Plan cost timeline, marked **Exhibit C**, and attached hereto and incorporated herein by reference. Said draws from the escrow account shall be subject to the following terms and conditions: The CDA, or its designated agent, shall review and consider authorization of each payment to the Developer. Any requests for a progress payment submitted by Developer after the 15<sup>th</sup> day of a month but prior to the 1<sup>st</sup> day of the next month shall, if approved, be payable by the 15<sup>th</sup> day of the next month, and requests for progress payments submitted after the 1<sup>st</sup> day of the month but prior to the 15<sup>th</sup> day of the month shall be payable on the last day of the month. Developer shall furnish proper lien waivers, executed contracts, or other releases deemed acceptable to the escrow agent or lender, if required, to the extent of the progress payment authorized. Developer shall further furnish any requested documentation supporting the payment request, as requested by the lender, escrow agent, or CDA or its agent. No down payment or pre-payment to Developer or any contractor exceeding \$250,000 shall be made without the contractor or Developer providing payment and performance bonds for any such down-payment or pre-payment. If timely payment is not received, Developer shall be entitled to stop work and/or extend Contract times applicable to Developer, as set forth herein.

(d) Real Estate Tax. The CDA shall work in good faith with Ozaukee County to eliminate, reduce, or resolve the existing delinquent real estate taxes owing against the Property prior to transferring the Property to the Developer. In the event that the CDA is unable to resolve the existing tax obligation in a manner that is deemed acceptable to the Developer, then the Parties shall promptly execute a Termination of this Developer Agreement, in a form deemed mutually acceptable to the Parties.

(e) Documentation and Correspondence with Governmental Agencies. The Developer shall further provide the CDA with copies of all reports that are submitted to the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources or other documentation confirming requests to any governmental agency or authority having jurisdiction over the remediation of the Property for the issuance of grants or low-interest loans related in any way to the Property or the work to be conducted thereon. Such copies of documentation or correspondence shall be provided to the CDA or its designated agent at the same time (simultaneously) that it is provided to the governmental agency or authority. The CDA, City or their agents, representatives, and assigns agree that they will not communicate or provide information to the EPA or the Wisconsin Department of Natural Resources regarding the Development without notifying Developer at least 48 hours in advance of the communication and, if applicable, of the Developer's right to attend any meeting or teleconference by and between the CDA, City, or their agents, representatives, or assigns and the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources.

#### Section 5. Developer Construction Deadlines and Responsibilities

Subject to the final terms, conditions, and provisions of the Agreement, and compliance with same and completion of the CDA's duties and responsibilities as outlined therein:

(a) The Developer shall, subject to all applicable governmental approvals, design and construct improvements consisting of Planned Unit Development overlay district including, but not limited to, commercial and multifamily residential development as approved by the CDA and City Plan Commission on the Property.

(b) This shall not prohibit the Developer from assembling other properties and including the properties in the redevelopment.

(c) Subject to Force Majeure as defined in Section 10(h), the Developer shall apply for a building permit for the rehabilitated commercial office building on the Southern Parcel, and commence rehabilitation of the building no later than 60 days after taking title to the Property from the CDA, as described in section 4(a) herein, and shall substantially complete the rehabilitation of the building by the date provided in Section 3(e) (1).

(d) If Developer is unable to commence construction on the commercial office building on the Southern Parcel on or before the date required herein, and in addition to all other legal remedies available to the CDA, then Developer and CDA shall meet and discuss the following potential remedies: i) an extension of the commencement date identified above, ii) revision of the Developer Assistance payment described herein, and/or iii) repurchase of the real estate parcel on which the building is to be located, pursuant to the terms of 5(e) below. In the event that the Parties are

unable to agree to a remedy, the CDA shall have all remedies available to it pursuant to this Agreement, including but not limited to section 5(f) below, as well as any and all rights and remedies available at law.

(e) Lot Re-purchase. In the event that Developer defaults on any of the terms and conditions set forth herein, or does not, for any reason (but subject to Force Majeure, any extensions agreed upon pursuant to Section 5(d), and the terms of Section 5(h)), commence construction of any building on the Property by the date set forth herein, or fails to achieve the real estate valuations as required within section 3(e) herein, and in addition to all other legal remedies available to the CDA, CDA shall have the right, but not the obligation, at any time thereafter, to re-purchase one or more parcels of real estate comprising the Property upon 30 days prior written notice to Developer, provided Developer has not cured the default or achieved the valuation within ninety (90) days after receipt of such notice. The price for re-purchase by the CDA shall be \$1 plus the Developer's cost (but excluding Project Gap Financing) of any newly constructed or rehabilitated structures or infrastructure (i.e. utilities, parking lot, storm water pond) installed on the Property. Said purchase price shall expressly not include any existing structures on the Property that have been rehabilitated using Project Gap Financing. The closing on the purchase of the Lot shall occur no later than 150 days after certified mailing of the written notice to Developer. The only prorated cost at closing shall be real estate taxes, and Developer shall be required to produce, at Developer's expense, title insurance in the amount of the purchase price and naming the CDA as insured. All monetary liens and encumbrances of any kind against title to the parcel of real estate being purchased shall be paid or released at the time of sale, unless waived by the CDA. The Developer shall cooperate with any requests to provide evidence of its costs of any newly constructed or rehabilitated structures or infrastructure, as described herein. This right of re-purchase shall be noted on the Deed for the Property, and this agreement, or a memorandum thereof, shall be properly recorded in the Ozaukee County Register of Deeds office at the time of closing of the sale of the Lots to Developer. The right to re-purchase shall include all easements and appurtenances serving the Property, including, but not limited to, any storm water detention pond serving the Northern Parcel and Southern Parcel. In the event that Developer divides the Property, and the parcel containing the commercial office building on the Southern Parcel achieves the valuation shown in Section 3(e)(1) of this Agreement, then that divided parcel shall be released from this right of repurchase. The Developer may also approach the CDA to request a release of this right of re-purchase on any other divided or assembled parcels, which shall be granted upon the CDA being assured, in its sole discretion, that the necessary valuation shall be created thereon. Such assurance may include for example, an approved development project on the parcel by the City, a signed development agreement for the parcel with the City, provision of some other security to the CDA, or such other assurance as the CDA deems necessary and appropriate.

(f) In addition to the remedies described in sections 5(d) and 5(e) herein, Developer and Developer's member, Daniel Joseph Burns III, are required to guaranty all of Developer's obligations under this Agreement, including, but not limited to, Developer Assistance payments, Project Gap financing, and future estimated

equalized property valuation of the Development, as set forth in Section 3(e), above. Developer and Developer's member, Daniel Joseph Burns III agree to execute, at the closing of the transfer of the Property to Developer, as described in section 4(a) herein, an unlimited, unconditional guaranty in a form substantially similar to Exhibit B, attached hereto and incorporated herein by reference.

(g) The Developer shall use building materials that are acceptable to the City Plan Commission, City Council, or other City committee having approval jurisdiction under the Municipal Code.

(h) Developer's obligations under this Section are contingent on obtaining permits and other governmental approvals. Developer shall make all good faith and reasonable efforts to obtain such permits and approvals in a timely manner. Developer understands that this Agreement cannot obligate the City or any other governmental authority having jurisdiction to issue any such permits or approvals needed for Developer's Redevelopment Plan. In the event of delays in the above contingent items, not caused by Developer, then construction start and completion dates in Sections 3 and 5 shall be extended for a period of time commensurate with delays in said approvals and remediation plan. In the event that the City does not approve all or a portion of the Developer's Redevelopment Plan, with buildings of a minimum size and density level shown therein, or in the event that the Property will not support such redevelopment as a result of the environmental contamination found therein, then the guaranteed estimated fair market values required in section 3(e) and 4(b)4 herein shall be adjusted to reflect the actual valuation of the building development approved by the City.

(i) Option to Purchase Life Insurance. The CDA may, at its sole discretion and expense, purchase a policy or policies of life insurance on the life of the Guarantor, Daniel Joseph Burns III to fund the completion of this Agreement. If the Company so elects, the Guarantor, Daniel Joseph Burns III, shall disclose such information and submit to one physical examination as the insurance carrier selected by the CDA may require for the issuance or maintenance of such policy or policies. The CDA shall be the sole owner of any life insurance policy purchased pursuant to this section, and shall be entitled to make all elections and decisions with respect to such policy that an owner may make, including, but not limited to, beneficiary designations, application of dividends to reduce premiums, or to purchase paid up additions, and to borrow against the policy.

#### Section 6. Pledged Values; Waiver of Developer Assistance.

(a) Developer, its heirs, successors, and assigns, agree not to contest any real estate tax assessment against any parcel of real estate comprising the Property based upon equalized fair market values at or below those values set forth above. The Developer, its heirs, successors, and assigns shall have the right to contest and appeal any values above the amounts shown in section 3(e).

Section 7. Easement Grant.

(a) Upon request by the CDA or City, the Developer and its members agree to dedicate to the City the sanitary and water lines within the Property (as identified by the City-approved utility plan) as well as a storm water pond access and maintenance easement agreement, deemed acceptable to Developer and City, with a recorded easement.

Section 8. Environmental Disclosure and Grant Requests.

(a) The Developer is aware of the current reported environmental condition of the Property, as described in the Data Evaluation Report for the Amcast Industrial Site, Cedarburg, Wisconsin, Remedial Investigation/Feasibility Study, WA No. 110-RICO-B5KW/Contract No. EP-S6-06-01, dated April, 2013, as attached hereto, marked **Exhibit D**, and incorporated herein by reference.

(b) The Developer, City, and CDA shall fully cooperate in making an application for any and all federal, state, and local grants available for environmental remediation and redevelopment of the Property. Any grant money, loans, or similar assistance of any kind shall be applied directly to the remediation costs of the Property used to calculate the Project Gap. Developer further agrees that such grant money, loans, or similar assistance shall, where possible, off-set and lower the Project Gap Financing needed to remediate the Property.

Section 9. Payment of Fees.

(a) Developer shall pay, subject to the terms of this Agreement, all fees, expenses, costs, and disbursements relating to the Development on the Property, as required by the Municipal Code. Unless required to be paid in a manner as described in this Agreement, or otherwise pursuant to the Municipal Code, such amount shall be paid within thirty (30) days after being billed therefore.

(b) In accordance with the Municipal Code, the Developer shall reimburse the City for engineering consultant fees related to certified survey map review and Planning and Development Department staff review. Additionally, Developer shall reimburse the City its reasonable costs for inspection and all services deemed necessary by the City Engineer with the understanding that the Developer shall not be responsible in any way for fees incurred by the City or CDA relating to environmental consulting or oversight services.

(c) **Impact Fees.** Impact fees ("Impact Fees"), plus reasonable interest thereon, if allowed by law, shall be paid the City from TID funds available after the repayment of all other TID expenses and project costs as outlined herein, and pursuant to the annual published schedule and amount, as reflected on the "City of Cedarburg Current Development Fees".

Section 10. Miscellaneous.

(a) Developer shall indemnify, save harmless, and defend the City and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction of the Development to the extent caused by any act or omission on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. Nothing in this Agreement shall be deemed a waiver or release by the City or CDA of any of the rights, notice requirements, or immunities granted to them under Wisconsin Statutes. This Agreement sets forth the entire understanding between the City, CDA, and Developer with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns.

(c) This Agreement may not be changed orally but only by agreement in writing and signed by the Parties hereto.

(d) This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of any other Party.

(e) The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(f) Binding Effect. Developer's obligations under this Agreement shall run with the land and be binding on future owners of any interest in the Property, but shall terminate when the Agreement terminates. A memorandum of this Agreement (setting forth that the entire Agreement is on file with the City Clerk) shall be recorded with the Ozaukee County Register of Deeds Office.

(g) Term. This Agreement shall be effective only upon satisfaction of the provisions set forth in Section 11 below and shall terminate upon termination of the District, unless by its express terms, it shall provide otherwise or by written termination agreement signed by the Parties.

(h) Force Majeure. Notwithstanding anything herein to the contrary, in the event that the Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather,

or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay ("Force Majeure").

(i) Assignment or sale of Property. Neither the Property, nor this Agreement, which is binding upon Developer, Developer's mortgagees, land contract vendors, contractors, agents, officers, employees, personal representatives, guardians and trustees, shall be assigned by Developer to any individual, firm, partnership, corporation, or entity of any kind without the express approval of the City, which shall not be unreasonably withheld, delayed, or conditioned.

(j) Termination of Prior Agreements. The Parties acknowledge that this Agreement revokes, replaces, and supersedes any prior agreement(s) between the Parties relating to the Property.

(k) Developer Right to Cure. With the exception of the construction timelines set forth in Section 5, above, and the payment of fees set forth in Section 9, above, in the event Developer defaults as to any term or condition of this Agreement, Developer shall be given 30 days from the date of mailing of a Notice of Default by the CDA or City, in which to cure said default. In the event that the default is not cured completely within the 30-day period described herein, then Developer shall be deemed in default of the Agreement, and CDA can seek all remedies available to it. This cure provision shall not apply to a default of any of the terms of Sections 5 or 9 herein, and time shall be of the essence as to those terms. Any Notice of Default shall be deemed properly sent, if mailed, via US Mail, to the following address: Oliver Fiontar, LLC, N105 W7585 Chatham Street, Cedarburg, Wisconsin, 53012.

(l) Nothing in this Agreement is intended to be a waiver or estoppel of the City, CDA, or their insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, as amended, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

#### Section 11. Effective Date of Agreement.

This Agreement shall have no force or effect unless and until:

(a) The City has successfully created Tax Increment Financing District No. 4, which includes the entire Property and allows the CDA to carry out its obligations, as set forth herein.

(b) The CDA has acquired the Property and conveyed the Property to the Developer as set forth in Section 4(a) of this Agreement.

(c) The CDA has successfully negotiated a resolution of the delinquent real estate taxes against the Property, as described in section 4(d) above.

Section 12. Future Payment in Lieu of Taxes.

In the event that any portion of the Property becomes exempt from net general real estate taxes during the statutory life of the District, then for the remaining life of the District, (the "PILOT Term"), the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the net general real estate taxes would have been for such portion of the Property (as determined by the City assessor, State of Wisconsin Assessor, or other appraiser selected by the City, subject to the owner's right to contest such determination but subject further to the minimum assessment guaranties and covenants set forth herein) had it not been exempt. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the net general real estate taxes would have been due and payable for such year. If the then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner in the amount of the unpaid payments, provided any recoveries are limited to the PILOT amount then due. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall also be the personal obligation of the then owner of the exempt portion of the Property. The covenant contained in this Section shall be deemed to be a covenant running with the land and shall be binding upon the then owners of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then owners of an exempt portion of the Property. The covenants and obligations set forth in this Section may be embodied in a separate document or documents and recorded against the Property with the Ozaukee County Register of Deeds.

SIGNATURE PAGES TO FOLLOW



CITY OF CEDARBURG

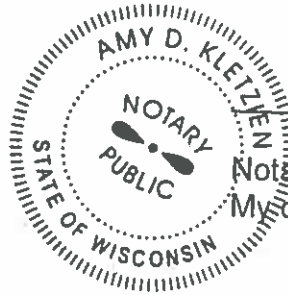
by: Kip Kinzel  
Kip Kinzel, Mayor

ATTEST:

by: Constance McHugh  
Constance McHugh, City Clerk

STATE OF WISCONSIN            )  
  ) ss.  
OZAUKEE COUNTY                )

Signed or attested before me this 26<sup>th</sup> day of March, 2018, the above named Kip Kinzel, Mayor, and City of Cedarburg Clerk Constance McHugh.



Amy D. Kletzen  
Notary Public, State of Wisconsin  
My commission 4/26/19

**Oliver Fiorntar, LLC Brownfield Redevelopment Project  
(Former MetalMold/Amcast Site - City of Cedarburg, Ozaukee County, U.S.A.)**

Prepared by: Drake Consulting Group  
Reviewed/Revised by: Factotum Brownfield Redevelopment Group (5/12/17)

Task/Item Description	Anticipated Year 1 Quarterly Expenditures				Anticipated Annual Expenditures (Year 1 (Q1-Q4))	Year 2	Year 3+	Estimated Total Cost (Costs reflect 2016 U.S. Dollars)
	Quarter 1	Quarter 2	Quarter 3	Quarter 4				
<b>ENVIRONMENTAL INVESTIGATION/CLEANUP/BUILDING REHAB/MONITORING/SITE CLOSURE ACTIVITIES (Includes North &amp; South Sites)</b>								
Additional Environmental Investigation/Long-term Monitoring & Natural Attenuation Monitoring Well Installation	20,000	60,000			80,000			\$ 80,000
Inventorizing & Decommissioning of Existing Utilities (to Mitigate/Prevent Preferential Migration Pathways)	26,000				26,000			\$ 26,000
Hazardous Waste/Solid Waste Characterization/Removal/Disposal	110,000	20,000			130,000			\$ 130,000
Pre & Post Remedial Activity Design/As-Built Documentation/Field Layout	30,000	5,000			35,000			\$ 35,000
Post-remediation Monitoring/Evaluation	4,000				4,000			\$ 4,000
WDNR/EPA Review Fees	8,000	2,000			10,000			\$ 10,000
Subsurface Passive Venting System and/or Parking Structure Air-handling enhancements	10,000	15,000	5,000		30,000	20,000		\$ 60,000
Site Capping Design/As-built Documentation	6,000	2,000	2,000		12,000	2,000		\$ 15,000
Site Capping - Asphaltic & Concrete Pavement/Vapor Barrier & Subgrade Improvements	8,000	40,000	10,000		58,000			\$ 58,000
Additional Brownfield Site-Related Stormwater Analysis	12,000				12,000			\$ 12,000
Additional Brownfield Site-Related Stormwater Construction Costs (Grade Changes/Redirection from Impacted Areas)		10,000	8,000		18,000			\$ 18,000
Stormwater Conveyance Liner/Intrusion/Mitigation Devices		12,000			12,000			\$ 12,000
Additional Brownfield Site Utility Corridor Analysis	8,000				8,000			\$ 8,000
Removal/Disposal of Multiple Debris Piles	22,000				22,000			\$ 22,000
Building Rehabilitation - South Site (120X50 Building approx. 1.5 stories encompassing approx. 8,000 sf)	160,000	20,000	10,000	10,000	190,000			\$ 190,000
Building Rehabilitation - North Site (100X50 Building approx. 1.0 stories encompassing approx. 5,000 sf)	120,000	20,000	20,000	20,000	180,000			\$ 180,000
Brownfield Related Consulting Legal Review Fees (TSCA liability agreements)	18,000				18,000			\$ 18,000
Remedial Phase Financial Project Administration, Accounting/Recordkeeping Services	12,000	6,000	3,000	3,000	24,000	12,000		\$ 36,000
Project Management	40,000	20,000	10,000		80,000			\$ 80,000
<b>SELECTIVE ENVIRONMENTAL SITE DEMOLITION/REMEDIAL ACTIVITIES TO PROVIDE ACCESS TO IMPACTED AREAS (Includes North &amp; South Sites)</b>								
Pre-Demolition Assessment/Testing Required As Per WDNR Regulations	48,000	40,000			88,000			\$ 88,000
Asbestos abatement necessary to access impacted soils presently under buildings	120,000	40,000			160,000			\$ 160,000
Razing/Disposal of Select Portions of Impacted Structures (Estimated 180,000 SF of Multi-story/heavy industrial construction type @ \$6.30/sf)	100,000	1,034,000			1,134,000			\$ 1,134,000
Soil/Groundwater Remediation via Hot-spot Excavation/Grading & Redevelopment (assumes on-site management of majority of excavated materials)		430,000			430,000			\$ 430,000
Utility Disconnection/Abandonment of Potential Preferential Pathways during Selective Environmental Demolition Activities		16,000			16,000			\$ 16,000
Site Clearance - Removal of Select Portions of Existing Asphaltic Pavement/Concrete	26,000	30,000			56,000			\$ 56,000
<b>INFRASTRUCTURE - Brownfield Site Specific Rerouting and Control Elements (Backfill-area migration control)</b>								
Natural Gas	1,000	3,000			4,000			\$ 4,000
Water Supply	1,000	4,000			5,000			\$ 5,000
Electrical	1,000	2,000			3,000			\$ 3,000
Communication	1,000	2,000			3,000			\$ 3,000
Sanitary	1,000	5,000			6,000			\$ 6,000
Asphalt Pavement/Concrete Vapor Barrier & Subgrade Improvements	14,000	50,000			64,000	15,000		\$ 84,000
Stormwater Improvements		22,000			22,000			\$ 22,000
<b>CONTRACTOR ENVIRONMENTAL ACTIVITY PERFORMANCE BONDING</b>								
Performance bond fees (environmental activity high risk classification)	40,000				40,000			\$ 40,000
<b>LAND ASSEMBLY &amp; ACQUISITION COSTS (Master Developer - Oliver Fiorntar, LLC)</b>								
Professional & Legal Services relating to GIS Registration/Document Preparation/Parcel Combination - PUD	18,000				18,000			\$ 18,000
Cash Grant to Developer/Developer's Incentive	275,000				275,000			\$ 275,000
<b>LAND ASSEMBLY &amp; ACQUISITION COSTS (City of Cedarburg CDA and/or City of Cedarburg)</b>								
Acquisition Cost - Delinquent Taxes/Penalties/Assessments								TBD
Acquisition Cost - City assessed maintenance/board-up/site security costs								TBD
Acquisition Cost - City services (project site snow removal/weed control/etc. during initial 3 years of remediation)								TBD
City Administration/Accounting Fees								TBD
<b>CASH GRANT TO DEVELOPER/DEVELOPER'S INCENTIVE (ADDITIONAL ALLOWANCE)</b>								
Additional Cash Grant to Developer/Developer's Incentive								TBD VIA DEVELOPME
<b>TOTAL PROJECT PLAN MAJOR PROJECT AREA ELIGIBLE ACTIVITIES &amp; COST</b>	\$ 1,260,000	\$ 1,870,000	\$ 68,000	\$ 45,000	\$ 3,233,000	\$ 64,500	\$ 30,500	\$ 3,328,000



July 13, 2018

Reference No. 11177716

Ms. Christy Mertes  
City of Cedarburg Administrator/Treasurer  
W63 N645 Washington Avenue  
Cedarburg, WI 53012

Dear Ms. Mertes:

**Re: Proposal for Remediation Oversight  
Former Amcast Facility  
N39 W5789 Hamilton Road  
Cedarburg, WI 53012**

GHD is pleased to provide this proposal for professional services in the form of oversight of remediation activities associated with the former Amcast facility (Site) at the above-identified address.

## **1. Project Understanding**

The Site was the former location of the Meta-Mold Aluminum Company, which operated as an aluminum die-cast facility beginning in 1939, and later operated as the Amcast Industrial Corporation. The Site is currently identified by the United States Environmental Protection Agency (EPA) as a Superfund Site based upon soil, sediment, and groundwater impacts. Investigation, remediation, and redevelopment of the Site has been proposed to the Cedarburg Community Development Authority (CDA) by Oliver Fiontar, LLC under the direction of Mr. D.J. Burns. The CDA has reached a development agreement with Mr. Burns to fund the investigation and remediation efforts via public funding through the establishment of a tax incremental district (TID).

## **2. Scope of Work**

It is GHD's understanding that the CDA's developer agreement with Mr. Burns includes a provision for oversight by a third party on behalf of the CDA. The third party oversight includes assessment of Mr. Burns' project related expenses, and subsequent approval or denial of the distribution of funds. GHD staff are familiar with the nature and extent of work being proposed at the Site, and are experienced in performing similar activities. GHD proposes to perform the requested oversight activities on a time and materials basis utilizing primarily staff located within the GHD Cedarburg, Wisconsin office. Additional GHD staff with subject matter expertise may be consulted as needed to evaluate specific aspects of the investigation and remediation activities and associated costs. Specific anticipated activities include:

- Regular communication with Mr. Burns regarding current and upcoming activities, and contractors to be utilized at the Site.



- Review in a timely manner of expense documentation submitted by Mr. Burns for accuracy and appropriateness for the performed activities.
- Site visits (if necessary) to verify the scope and/or completeness of activities for which cost recovery is being sought.
- Regular communication to CDA representatives regarding reviewed expenses and cumulative expenditure summaries.

Local GHD staff and their commensurate labor rates include:

Chris Bonniwell, Ph.D, Senior Hydrogeologist	\$169
Nikki Dudei, Geologist	\$130

In addition to labor rates, GHD also charges a standard \$4.50 hourly information technology fee. GHD proposes an initial budget of \$5,000 to allow for the establishment of managerial infrastructure, familiarization of the current project status, communication with Mr. Burns and the CDA, and the initiation of expense review activities. GHD will commence engagement upon return of the attached work authorization and terms and conditions documents.

GHD appreciates the opportunity to utilize our local presence, expertise, and experience in supporting the CDA with this project. Please contact me if there are any questions or if you would like to further discuss the proposed work scope.

Sincerely,

GHD

Chris Bonniwell

CB/lg/1

Encl.

Proposal No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

### Standard Terms for Professional Services

Please Choose ("GHD") and Client (as set out below) agree that any professional services performed by GHD for Client, relating to the scope of work, will be on the following standard terms:

1. Invoices for services rendered will be issued monthly payable on receipt. Amounts due will be increased at the rate of 1 1/2 percent per month after 30 days. GHD reserves the right, without penalty, to discontinue services in the event of non-payment of undisputed amounts.
2. GHD maintains statutory workers compensation insurance, and professional, pollution, general, auto, and employers liability insurance which GHD deems adequate. Certificates of insurance shall be provided on request.
3. GHD's services are solely for Client's benefit and may not be relied upon by any third party without GHD's express written consent. Any use, change, or distribution of Work Product without the written consent of GHD shall be at Client's risk and will not give rise to liability of GHD.
4. GHD shall perform its professional services in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. GHD makes no other warranty, implied or expressed.
5. GHD shall indemnify and hold harmless Client for its services to the extent GHD's neglect or willful misconduct causes liability for the Client. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earnings, and business interruption.
6. To the maximum extent permitted by law, GHD's liability and that of its employees, agents, directors, officers, and subcontractors to Client due to any negligent acts, errors or omissions, shall not exceed \$25,000 except as to damages resulting from the gross negligence or willful misconduct of GHD.
7. Client acknowledges that the pre-existing presence, if any, of pollutants, and other potentially hazardous conditions at the project site were not caused by or are not the responsibility of GHD, and that this contractual arrangement does not transfer any legal responsibilities for such conditions to GHD.
8. GHD may terminate this Agreement for nonpayment or other default by Client. Terms agreed to under this Agreement shall survive any such termination.
9. Client hereby agrees that this agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly-owned by GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any further notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.

These Terms and Conditions are hereby accepted this 30<sup>th</sup> day of July, 2018

Client Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Per: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation



**Authorization to Proceed**

**Proposal for Environmental Support Services  
Cedarburg Community Development Authority  
Regarding  
Amcast - Investigation/Remediation Oversight  
N39 W5789 Hamilton Road  
Cedarburg, WI 53012**

I have reviewed GHD Proposal Amcast – Investigation/Remediation Oversight; No. 11177716 above and hereby authorize GHD to proceed with the outlined services in accordance with the scope, schedule, and rate structure provided above. Ongoing performance of the approved scope of work is subject to termination at any time by the Cedarburg Community Development Authority upon written or electronic notification.

July 30, 2018  
Date

M. O'Keefe  
Authorized Representative for  
Cedarburg Community Development Authority

Michael O'Keefe  
Name (print or type)



February 26, 2020

Mikko Hilvo, City Administrator  
City of Cedarburg  
W63 N645 Washington Avenue  
Cedarburg, Wisconsin 53012

**Proposal for Professional Services**

**City of Cedarburg and Community Development Authority**

**Amcast Redevelopment Project**

Dear Mr. Hilvo,

RnR Water LLC (RnR Water) is pleased to provide this proposal for professional services to support the City of Cedarburg (City) and the Community Development Authority (CDA) in the matter of Tax Incremental District (TID) 4, the Amcast Redevelopment Project (Project).

**Project Understanding**

RnR Water has a strong understanding of the CDA involvement with the Amcast Redevelopment Project. RnR Water staff member Nicole Dudei previously conducted activities associated with the Amcast Redevelopment Project, including review of Drake Consulting Group (Drake)/Oliver Fiontar invoices, Site visits to ground truth claims, and interaction with the City and CDA to ensure Project goals and timelines were met.

**Proposed Scope**

RnR Water will review invoices and supporting documents provided by Drake, which is completing the environmental work on behalf of Oliver Fiontar. Any disparities will be resolved with Drake and/or brought to the City's attention for clarification in accordance with the Developer's Agreement. RnR Water will determine whether the costs incurred by Drake are customary and appropriate, and provide an email summary and determination of appropriateness of each



invoice in advance of each bi-monthly check cut date. Each summary will also include an updated version of the master spend spreadsheet.

RnR Water anticipates an initial, one-time effort to review and update pertinent documents. RnR Water understands that a few payments to Oliver Fiontar have been issued since the previous consultant's involvement on the Project. RnR Water will update the master spend spreadsheet and briefly review invoice content.

RnR Water will provide additional services, as needed, including but not limited to:

- Site visits to assess project milestones.
- Meeting attendance for CDA, Common Council, or other Project-related updates.

### **Estimated Cost**

RnR Water will complete the scope of work detailed above on a time and materials basis. A summary rate table is provided below for reference.

<b>Item</b>	<b>Rate</b>
Hourly Labor	\$125
Vehicle Mileage	\$0.58/mile
Materials	Cost + 10%

RnR Water will complete the brief review of invoices paid since the previous consultant's involvement and update the master spend spreadsheet. RnR Water anticipates this effort will take 4 hours (\$500).

RnR Water estimates approximately 2 and a half hours of labor for each invoice review. Drake provides invoices on the 15<sup>th</sup> and 30<sup>th</sup> of each month, so RnR Water anticipates an approximate monthly cost of \$625. RnR Water will charge only for time spent on the project, so should the review be less intensive and only take one hour, only one hour will be billed. RnR Water bills in 0.25-hour increments.



Additional services are available, if needed. Should Site visit or meeting attendance be requested, RnR Water will charge hourly labor plus vehicle mileage. Should printing services, or other materials be requested, the invoice will reflect the cost plus a 10% markup. These efforts will not be conducted without prior verbal or written (email) approval by the City.

RnR Water will provide the City with a monthly invoice for services for the duration of the Project, or until services are no longer needed.

RnR Water appreciates the opportunity to support the City and CDA. Please do not hesitate to reach out with any questions.

Best regards,

A handwritten signature in cursive script, appearing to read "Nicole Dudei".

**Nicole Dudei**

RnR Water LLC

[rn timer.water.wi@gmail.com](mailto:rn timer.water.wi@gmail.com)

920.475.7607

829 W. Lincoln Avenue

Port Washington, WI 53074

## Authorization to Proceed

Proposal for Professional Services  
City of Cedarburg and Community Development Authority  
Amcast Redevelopment Project

I authorize RnR Water LLC to proceed with the work detailed in the Proposal for Professional Services dated February 26, 2020 in accordance to the scope and estimated cost provided therein.

---

Authorized Representative Signature

---

Print


---

Date

**Authorization to Proceed**

Proposal for Professional Services  
City of Cedarburg and Community Development Authority  
Amcast Redevelopment Project

I authorize RnR Water LLC to proceed with the work detailed in the Proposal for Professional Services dated February 26, 2020 in accordance to the scope and estimated cost provided therein.

  
\_\_\_\_\_  
Authorized Representative Signature

Mikko Hlivo  
\_\_\_\_\_  
Print

3/17/20  
\_\_\_\_\_  
Date



# AMCAST PROJECT CITY OF CEDARBURG

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## AUDIT REVIEW

---

To: Attorney Michael Herbrand  
Houseman & Fiend, L.L.P.  
1650 Ninth Avenue  
Grafton, Wisconsin 53024  
via email: (mike.herbrand@housemanlaw.com)

Now comes Oliver Fiontar, LLC ("Oliver"), with its audit-review findings related to the Amcast Industrial and Amcast Automotive sites located in Cedarburg, Wisconsin ("Amcast"). In a set of questions raised a consultant for the City of Cedarburg / Cedarburg Community Development Authority (collectively "the City"), a "budget expenditure summary" was reviewed that had been prepared by a second City consultant (RnR). In response to those questions, Oliver conducted a review of all draw requests and a match-up between draw-records and payment. The process was generally done this way: (i) pull draw requests, when made; (ii) compare draw requests with review by the City's consultant (RnR); and (iii) compare draw requests with the City's payment. The summary of findings reflect:

- The City and Drake/Oliver draw requests demonstrate overpayment by the City of \$1.20 on draw-requests
- The RnR and Drake/Oliver draw requests demonstrate missing draw totals of \$601.29

Enclosed for review as created as part of the audit are:

- printed copy of the spreadsheet comparison on draw requests by date, approved amount, and the cumulative total;
- Amcast Distribution workbook

A question has been raised regarding a "budget" of task-costs for the project. The question relates to discussion items in 2018 as part of Draw #1. Another example of support for a draw request can be found at Draw #71. The question also relates to a draw history chart and expenditure summary that Oliver understands were prepared by the City's consultant. All are attached for review. The detailed summary identifies dates of submission, the supplement to any submissions, and general dates of approval. With the noted audit results as stated above, the consultant's timeline appears to be accurate and consistent with the timeline for submission/approval.

## Amcast Distribution Workbook

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Drake/Oliver documented draw requests	\$3,128,574.54
City documented draw requests	\$3,128,575.74
Difference	(\$1.20)

Drake/Oliver documented draw requests	\$3,128,574.54
RNR documented draw requests	\$3,129,175.83
Difference	(\$601.29)

### RNR Draw Discrepancy

Draw #5	\$703.97
Draw #18	(\$1,360.00)
Draw #30	\$55.00
Draw #31	(\$0.26)
Total	(\$601.29)

Draw	Date	Approved	Cumulative	Install	Cumulative
0	10/1/18	\$ 250,000.00	\$ 250,000.00	10/1/2018	0
Update	10/10/18	\$ (180,000.00)	\$ 70,000.00	12/31/2018	1055000
1	10/17/18	\$ 60,042.50	\$ 130,042.50	3/31/2019	1870000
2	11/7/18	\$ 11,534.50	\$ 141,577.00	6/30/2019	68000
3	11/16/18	\$ 9,280.69	\$ 150,857.69	9/30/2019	250000
4	12/7/18	\$ 22,445.00	\$ 173,302.69	9/30/2020	64500
5	12/14/18	\$ 27,157.75	\$ 200,460.44	9/30/2021	30500
6	1/2/19	\$ 16,792.50	\$ 217,252.94	4/1/2022	30500
7	1/22/19	\$ 11,319.78	\$ 228,572.72		
8	2/8/19	\$ 142,841.50	\$ 371,414.22		
9	3/14/19	\$ 44,342.50	\$ 415,756.72		
10	3/21/19	\$ 16,335.49	\$ 432,092.21		
11	3/28/19	\$ 24,065.03	\$ 456,157.24		
12	4/14/19	\$ 67,945.50	\$ 524,102.74		
13	5/15/19	\$ 55,666.15	\$ 579,768.89		
14	5/30/19	\$ 38,154.37	\$ 617,923.26		
15	6/13/19	\$ 26,038.13	\$ 643,961.39		
16	7/15/19	\$ 28,865.00	\$ 672,826.39		
17	8/1/19	\$ 29,649.39	\$ 702,475.78		
18	8/15/19	\$ 20,581.44	\$ 723,057.22		
19	8/29/19	\$ 14,630.00	\$ 737,687.22		
20	9/12/19	\$ 11,079.70	\$ 748,766.92		
21	10/15/19	\$ 56,017.11	\$ 804,784.03		
22	10/25/19	\$ 22,761.50	\$ 827,545.53		
23	11/14/19	\$ 251,312.50	\$ 1,078,858.03		
24	11/14/19	\$ 32,793.40	\$ 1,111,651.43		
25	11/25/19	\$ 28,564.76	\$ 1,140,216.19		
26	12/15/19	\$ 33,435.40	\$ 1,173,651.59		
27	12/31/19	\$ 35,128.93	\$ 1,208,780.52		
28	1/16/20	\$ 30,063.31	\$ 1,238,843.83		
29	1/31/20	\$ 31,115.27	\$ 1,269,959.10		
30	2/15/20	\$ 27,564.89	\$ 1,297,523.99		
31	2/29/20	\$ 25,419.32	\$ 1,322,943.31		
32	3/15/20	\$ 28,415.38	\$ 1,351,358.69		
33	4/1/20	\$ 149,354.24	\$ 1,500,712.93		
34	4/15/20	\$ 31,341.13	\$ 1,532,054.06		
35	4/30/20	\$ 44,485.08	\$ 1,576,539.14		

Cumulative Expenditure

**COPI**

36	5/15/20	\$ 31,513.85	\$ 1,608,052.99
37	6/2/20	\$ 30,454.47	\$ 1,638,507.46
38	6/15/20	\$ 24,333.09	\$ 1,662,840.55
39	6/30/20	\$ 35,063.33	\$ 1,697,903.88
40	7/15/20	\$ 29,169.85	\$ 1,727,073.73
41	7/31/20	\$ 31,653.72	\$ 1,758,727.45
42	8/15/20	\$ 43,957.59	\$ 1,802,685.04
43	9/1/20	\$ 36,574.65	\$ 1,839,259.69
44	9/16/20	\$ 34,735.28	\$ 1,873,994.97
45	10/1/20	\$ 39,659.00	\$ 1,913,653.97
46	10/15/20	\$ 34,658.11	\$ 1,948,312.08
47	11/15/20	\$ 72,911.99	\$ 2,021,224.07
48	12/17/20	\$ 80,431.91	\$ 2,101,655.98
49	12/29/20	\$ 32,660.00	\$ 2,134,315.98
50	1/14/21	\$ 31,471.78	\$ 2,165,787.76
51	2/15/21	\$ 65,186.98	\$ 2,230,974.74
52	2/24/21	\$ 42,294.98	\$ 2,273,269.72
53	3/15/21	\$ 12,542.88	\$ 2,285,812.60
54	3/31/21	\$ 31,252.28	\$ 2,317,064.88
55	4/15/21	\$ 29,016.64	\$ 2,346,081.52
56	5/13/21	\$ 59,597.15	\$ 2,405,678.67
57	6/15/21	\$ 36,945.55	\$ 2,442,624.22
58	7/29/21	\$ 56,927.42	\$ 2,499,551.64
59	8/16/21	\$ 29,878.53	\$ 2,529,430.17
60	9/15/21	\$ 40,992.85	\$ 2,570,423.02
61	9/30/21	\$ 63,897.97	\$ 2,634,320.99
62	10/14/21	\$ 18,853.22	\$ 2,653,174.21
63	11/4/21	\$ 18,792.50	\$ 2,671,966.71
64	11/11/21	\$ 16,501.81	\$ 2,688,468.52
65	12/15/21	\$ 43,737.50	\$ 2,732,206.02
66	2/3/22	\$ 43,086.12	\$ 2,775,292.14
67	2/28/22	\$ 65,851.33	\$ 2,841,143.47
68	3/31/22	\$ 67,994.94	\$ 2,909,138.41
69	4/14/22	\$ 41,749.34	\$ 2,950,887.75
70	5/31/22	\$ 45,220.00	\$ 2,996,107.75
71	8/10/22	\$ 133,068.08	\$ 3,129,175.83

DRAW

**COPY**

# 1 \*

**djburns drakecg.com**

---

**From:** djburns drakecg.com  
**Sent:** Saturday, October 13, 2018 3:43 PM  
**To:** 'City of Cedarburg - Christy Mertes'; Chris.Bonniwell@ghd.com; Nicole.Dudei@ghd.com  
**Cc:** 'Michael Herbrand'; 'Charles V. Sweeney'; carlyc drakecg.com; ccorson drakecg.com; djburns drakecg.com  
**Subject:** TID #4: Draw Request #1  
**Attachments:** DOC101318-10132018142724.pdf

All:

Attached please find Oliver Fiontar, LLC's TID #4: Draw Request #1. Contained within Draw Request #1 are the following invoices:

- ✓✓ Oliver Fiontar, LLC Invoice #1 dated 10/11/18 in the amount of \$18,000 for Task E 1 (see previously submitted spreadsheet "key" for description of Task/Item)
- ✓✓ Drake Invoice #481 dated 10/11/18 in the amount of \$17,000 for Task A 17
- ✓✓ Drake Invoice #482 dated 10/11/18 in the amount of \$25,042.50 for various tasks (refer to invoice for Task/Item breakdown) – this invoice also contains supplemental documentation (copy of a check payment to the WDNR for "review fees" – Task A 6)
- ✓✓ Draw Request #1 totals \$60,042.50 – please make the reimbursement check payable to "Oliver Fiontar, LLC" and let us know when it will be ready to be picked up.

Please let me know if you have any questions regarding the attached invoices/draw request.

D.J. Burns – Member  
Oliver Fiontar, LLC  
(414) 881-0003

DRAKE CONSULTING GROUP, LLC

118 Green Bay Rd, Suite 4  
Thiensville, WI 53092

# Invoice

Date	Invoice #
10/11/2018	481

Bill To

Oliver Fiontar, LLC  
N105 W7585 Chatham St  
Cedarburg, WI 53012

Project

J16001-FMR AMCAST

Item	Services Performed	Units	Rate	Amount
TASK A 17 SPM	Brownfield Related Consulting/Legal Review Fees (TSCA Liability Agreements)	136	125.00	17,000.00

Phone: (262) 241-0005

Monthly charge of 1.5% will be added to all unpaid invoices after 30 days.

**Total** \$17,000.00

**Payments/Credits** \$0.00

**Balance Due** \$17,000.00

INVOICE DUE UPON RECEIPT.

**DRAKE CONSULTING GROUP, LLC**

118 Green Bay Rd, Suite 4  
Thiensville, WI 53092

**Invoice**

Date	Invoice #
10/11/2018	482

**Bill To**

Oliver Fiontar, LLC  
N105 W7585 Chatham St  
Cedarburg, WI 53012

**Project**

J16001-FMR AMCAST

Item	Services Performed	Units	Rate	Amount
TASK A 1 SPM	Additional Environmental Investigation	13	125.00	1,625.00
TASK A 2 SPM Staff I	Inventorying of Existing Utilities	24 12	125.00 75.00	3,000.00 900.00
TASK A 6 WDNR fees (p... 15% Markup	WDNR/EPA Review Fees	1 1	700.00 105.00	700.00 105.00
TASK A 13 SPM Staff I	Additional BF Site Utility Corridor Analysis	11.5 0.5	125.00 75.00	1,437.50 37.50
TASK A 18 Staff I	Financial Project Admin/Accounting/Record Keeping	20	75.00	1,500.00
TASK A 19 SPM	Project Mgmt	32	125.00	4,000.00
TASK B 6 Staff I GL	Site Clearance Activities	116 67.5	75.00 45.00	8,700.00 3,037.50

Phone: (262) 241-0005

Monthly charge of 1.5% will be added to all unpaid invoices after 30 days.

**Total** \$25,042.50

**Payments/Credits** \$0.00

**Balance Due** \$25,042.50

INVOICE DUE UPON RECEIPT.

**From:** djburns drakecg.com  
**Sent:** Thursday, January 17, 2019 2:11 PM  
**To:** Nicole.Dudei@ghd.com; Chris.Bonniwell@ghd.com; 'City of Cedarburg - Christy Mertes'  
**Cc:** djburns drakecg.com; carlyc drakecg.com  
**Subject:** CDA- Requested Supporting Documentation for Unpaid Invoices from 10/13/18 Draw 1 Request (DCG Invoice #481 & Oliver Fiontar Invoice #1)  
**Attachments:** DCG Invoice 481 Supporting Documentation DJB.pdf; Oliver Fiontar Invoice 1 Supporting Documentation.pdf; Oliver Fiontar #1 (dated 10-11-18).pdf

All:

Attached please find the requested supporting documentation for Drake Consulting Group's Invoice #481 (10/11/18) in the amount of \$17,000 for Task A17 and the Oliver Fiontar Invoice #1 (10/11/18) in the amount of \$18,000 for Task E1 which were submitted in our previous Draw 1 Request in the amount of \$60,042.50 which was made on October 13, 2018. Following review of the Draw Request submittal, a payment of a portion of the \$60,042.50 draw amount was made in the amount of \$25,042.50, leaving \$35,000 in requested Draw 1 Funds as being withheld pending future receipt of the CDA-requested documentation.

The attached documentation provides a breakdown of the dates/hours/staff level/rate and task associated with each of the two invoices for which payment in the amount of \$35,000 was withheld from Draw 1. A copy of the previously submitted Draw Request #1 containing the \$18,000 Oliver Fiontar Invoice #1 and the \$17,000 Drake invoice #481 has been included within the last attachment of this email for reference.

Please let us know if you have any questions regarding the attached supporting information associated with the Drake and/or Oliver Fiontar invoices.

We would request that payment of these invoices (DCG Inv. #481 and Oliver Fiontar Inv. #1) in the amount of \$35,000 be made to Oliver Fiontar, LLC at this time. Please make the reimbursement check payable to "Oliver Fiontar, LLC" and let us know when it will be ready to be picked up.

Thank you,

D.J. Burns III  
President/Project Director  
DRAKE Consulting Group, LLC  
118 Green Bay Rd, Ste 4  
Thiensville, WI 53092  
P: (262) 241-0005  
F: (262) 241-0006  
Email: [djburns@drakecg.com](mailto:djburns@drakecg.com)

**djburns drakecg.com**

---

**From:** djburns drakecg.com  
**Sent:** Saturday, October 13, 2018 3:33 PM  
**To:** Chris.Bonniwell@ghd.com; Nicole.Dudei@ghd.com; 'City of Cedarburg - Christy Mertes'  
**Cc:** 'Michael Herbrand'; 'Charles V. Sweeney'; carlyc drakecg.com; ccorson drakecg.com; djburns drakecg.com  
**Subject:** Drake Labor Rate Schedule of Fees  
**Attachments:** DOC101318-10132018142144.pdf

Attached please find Drake's 2018 Labor Rate Schedule

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**Subject:** Drake Labor Rate Schedule of Fees



# DRAKE Consulting Group, LLC

## 2018 Fee Schedule

(Schedule & rates are subject to change)

<b>Project Director</b>	<b>\$150/hour*</b>
<b>Senior Project Manager</b>	<b>\$125/hour*</b>
<b>Project Manager</b>	<b>\$115/hour</b>
<b>Staff Scientist III</b>	<b>\$95/hour</b>
<b>Staff Scientist II</b>	<b>\$85/hour</b>
<b>Staff Scientist I</b>	<b>\$75/hour</b>
<b>CAD/Drafting</b>	<b>\$75/hour</b>
<b>Field Technician</b>	<b>\$65/hour</b>
<b>General Laborer</b>	<b>\$45/hour</b>

Field supplies and equipment shall be charged in accordance with Drake's then applicable rate schedule. Mileage will be charged at then applicable IRS rate. Subcontracted services and/or materials and supplies shall be subject to a 15% markup.

Invoices shall be due upon receipt and interest of 1.5%/month (18% annual interest rate) shall accrue on any invoiced costs if not paid within 30 days.

\*Expert Witness Testimony Fees shall be double the applicable billing rate and will be charged for any hearing preparation services, deposition appearances, conferences, hearing appearances or other project related matters. Triple fee charges will be incurred for any work performed on holidays or on weekends (after 5:00 pm Friday and prior to 8:00 am Monday).

DATE

2/11/2019 OLIVER FIONTAR LLC

VENDOR NO.

S # 1

INVOICE	AMOUNT	P.O. NO.	COMMENTS	INVOICE TOTAL
1	\$18,000.00			\$18,000.00
481	\$17,000.00	DRAW #1 REQUEST	DRAW #1 REQUEST	\$17,000.00

PLEASE DETACH BEFORE DEPOSITING

Vendor Account *MS 4700* Check Tot \$35,000.00

⑈030902⑈ ⑈075902227⑈ ⑈9020⑈652⑈

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE AND A HEAT SENSITIVE PADLOCK ICON. ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK.



VOID IF NOT PRESENTED WITHIN 6 MONTHS

**CITY OF CEDARBURG**

P.O. BOX 49  
CEDARBURG, WISCONSIN 53012-0049

79222 Port Washington State Bank  
308 N. Franklin St.  
Port Washington, WI 53074

NO. 030913

DATE	AMOUNT
2/11/2019	\$35,000.00

Thirty-Five Thousand Dollars and 0 Cents

PAY OLIVER FIONTAR LLC  
N105W7585 CHATHAM ST  
CEDARBURG WI 53012

*Oliver Fiontar*  
*Consulter & mktg*



Draw 1

NO. 030016



CITY OF CEDARBURG

P.O. BOX 49  
CEDARBURG, WISCONSIN 53012-0049

79-222 Port Washington State Bank  
759 208 N. Franklin St.  
Port Washington, WI 53074

VOID IF NOT PRESENTED WITHIN 6 MONTHS

DATE	AMOUNT
10/19/2018	\$275,042.50

Two Hundred Seventy-Five Thousand Forty-Two Dollars and 50 Cents

PAY OLIVER FIONTAR LLC

*City of Cedarburg*  
*Controller K. Muehle*  
*M. O'Keefe*



⑈030016⑈ ⑆075902227⑆ ⑈9020⑈652⑈

CITY OF CEDARBURG - CEDARBURG, WI 53012-0049

NO. 030016

INVOICE	AMOUNT	P.O. NO.	COMMENTS	VENDOR NO.	S #	INVOICE TOTAL
CKREQ	\$275,042.50	AMCAST FUNDING			42	\$275,042.50

PLEASE DETACH BEFORE DEPOSITING

Vendor Account Check Tot \$275,042.50

Drake Inv # 482 \$25,042.50  
Apple Valley \$250,000.00  
\$275,042.50

**From:** djburns drakecg.com  
**Sent:** Saturday, October 13, 2018 3:19 PM  
**To:** 'City of Cedarburg - Christy Mertes'; 'Michael Herbrand'; Nicole.Dudei@ghd.com; Chris.Bonniwell@ghd.com  
**Cc:** 'Charles V. Sweeney'; ccorson drakecg.com; carlyc drakecg.com; djburns drakecg.com  
**Subject:** Amcast Spreadsheet with Task & Cost Category Breakdown  
**Attachments:** DOC101318-10132018133819.pdf

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**Subject:** Amcast Spreadsheet with Task & Cost Category Breakdown

Attached please find a copy of the Amcast Task & Cost Category Breakdown sheet that will serve as the "key" to understanding Amcast project related TID draw requests that will be submitted by Oliver Fiontar, LLC. The primary tasks are divided into five primary categories (A thru E) and each category has multiple items that are numerically coded.

TID Draw Request invoices will indicate which Tasks and Item the costs are associated with in accordance with this "key." As previously discussed, the Task & Item amounts represented "estimated" costs and therefore the TID Draw Requests may not correspond precisely to each Task/Item but the total sum of TID draw requests will likely total \$3,328,000 as indicated on this spreadsheet.

We anticipate that all of the invoices submitted for TID Draw Request review and payment will likely originate from either Oliver Fiontar, LLC or Drake Consulting Group, LLC (Oliver Fiontar's master consultant).

A copy of Drake's current (2018) Fee Schedule will be submitted for reference under separate cover. Oliver Fiontar, LLC understands that this Fee Schedule is subject to change in the future.

Please let us know if you have any questions regarding the attached spreadsheet.

D.J. Burns – Member  
Oliver Fiontar, LLC  
(414) 881-0003

**Oliver Fiontar, LLC Brownfield Redevelopment Project**  
**(Former MetaMold/Amcast Site - City of Cedarburg, Ozaukee County, U.S.A.)**  
**Tax Incremental Financing District Project Plan - \$3,328,000 Available TID Funding**  
 Prepared by: Drake Consulting Group  
 Reviewed/Revised by: Factotum Brownfield Redevelopment Group (5/12/17)

Task/Item Description	Anticipated Year 1 Quarterly Expenditures				Estimated Total Cost (Costs reflect 2016 U.S. Dollars)
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
<b>TASK: A</b>	<b>ENVIRONMENTAL INVESTIGATION/CLEANUP/BUILDING REHAB/MONITORING/SITE CLOSURE ACTIVITIES (Includes North &amp; South Sites)</b>				
1 Additional Environmental Investigation/Long-term Monitoring & Natural Attenuation Monitoring Well Installation	20,000	60,000			\$ 80,000
2 Inventorying & Decommissioning of Existing Utilities (to Mitigate/Prevent Preferential Migration Pathways)	26,000				\$ 26,000
3 Hazardous Waste/Solid Waste Characterization/Removal/Disposal	110,000	20,000			\$ 130,000
4 Pre & Post Remedial Activity Design/As-Built Documentation/Field Layout	30,000	5,000			\$ 40,000
5 Pre & Post-remediation Monitoring/Evaluation	4,000				\$ 24,000
6 WDNR/EPA Review Fees	8,000	2,000			\$ 15,000
7 Subsurface Passive Venting System and/or Parking Structure Air-handling enhancements	10,000	15,000	5,000		\$ 60,000
8 Site Capping Design/As-built Documentation	6,000	2,000	2,000	2,000	\$ 15,000
9 Site Capping - Asphaltic & Concrete Pavement/Vapor Barrier & Subgrade Improvements	8,000	40,000	10,000		\$ 58,000
10 Additional Brownfield Site-Related Stormwater Analysis	12,000				\$ 12,000
11 Additional Brownfield Site-Related Stormwater Construction Costs (Grade Changes/Redirection from Impacted Areas)		10,000	8,000		\$ 18,000
12 Stormwater Conveyance Liner/Intrusion Mitigation Devices		12,000			\$ 12,000
13 Additional Brownfield Site Utility Corridor Analysis	8,000				\$ 8,000
14 Removal/Disposal of Multiple Debris Piles	22,000				\$ 22,000
15 Building Rehabilitation - South Site (120X50 Building approx. 1.5 stories encompassing approx. 8,000 sf)	160,000	20,000	10,000	10,000	\$ 190,000
16 Building Rehabilitation - North Site (100x50 Building approx. 1.0 stories encompassing approx. 5,000 sf)	120,000	20,000	20,000	20,000	\$ 180,000
17 Brownfield Related Consulting Legal Review Fees (TSCA liability agreements)	18,000				\$ 18,000
18 Remedial Phase Financial Project Administration, Accounting/Recordkeeping Services	12,000	6,000	3,000	3,000	\$ 36,000
19 Project Management	40,000	20,000	10,000	10,000	\$ 80,000
<b>TASK: B</b>	<b>SELECTIVE ENVIRONMENTAL SITE DEMOLITION/REMEDIAL ACTIVITIES TO PROVIDE ACCESS TO IMPACTED AREAS (Includes North &amp; South Sites)</b>				
1 Pre-Demolition Assessment/Testing Required As Per WDNR Regulations	48,000				\$ 48,000
2 Asbestos abatement necessary to access impacted soils presently under buildings	120,000	40,000			\$ 160,000
3 Razing/Disposal of Select Portions of Impacted Structures (Estimated 180,000 SF of Multi-story/heavy industrial construction type @ \$6.30/sf)	100,000	1,034,000			\$ 1,134,000
4 Soil/Groundwater Remediation via Hot-spot Excavation/Grading & Redevelopment (assumes on-site management of majority of excavated materials)		430,000			\$ 430,000
5 Utility Disconnection/Abandonment of Potential Preferential Pathways during Selective Environmental Demolition Activities		16,000			\$ 16,000
6 Site Clearance - Removal of Select Portions of Existing Asphaltic Pavement/Concrete	26,000	30,000			\$ 56,000
<b>TASK: C</b>	<b>INFRASTRUCTURE - Brownfield Site Specific Rerouting and Control Elements (Backfill-area migration control)</b>				
1 Natural Gas	1,000	3,000			\$ 4,000
2 Water Supply	1,000	4,000			\$ 5,000
3 Electrical	1,000	2,000			\$ 3,000
4 Communication	1,000	2,000			\$ 3,000
5 Sanitary	1,000	5,000			\$ 6,000
6 Asphalt Pavement/Concrete Vapor Barrier & Subgrade Improvements	14,000	50,000			\$ 84,000
7 Stormwater Improvements		22,000			\$ 22,000
<b>Task: D</b>	<b>CONTRACTOR ENVIRONMENTAL ACTIVITY PERFORMANCE BONDING</b>				
1 Performance bond fees (environmental activity high risk classification)	40,000				\$ 40,000
<b>Task E</b>	<b>LAND ASSEMBLY &amp; ACQUISITION COSTS (Master Developer - Oliver Fiontar, LLC)</b>				
1 Professional & Legal Services relating to GIS Registration/Document Preparation/Parcel Combination - PUD	18,000				\$ 18,000
<i>Cash Grant to Developer/Developer's Incentive (Total of \$275,000) Itemized Below:</i>					
2 Acquisition Incentive	70,000				\$ 70,000
3 Selective Demolition Incentive				70,000	\$ 70,000
4 Building Permit Commencement on \$1,000,000 of New Construction per Development Agreement				70,000	\$ 70,000
5 New Construction FMV of \$4,775,000 Milestone				65,000	\$ 65,000
<b>TOTAL PROJECT PLAN MAJOR PROJECT AREA ELIGIBLE ACTIVITIES &amp; COST</b>	<b>\$ 1,055,000</b>	<b>\$ 1,870,000</b>	<b>\$ 68,000</b>	<b>\$ 250,000</b>	<b>\$ 3,328,000</b>
	Q1	Q2	Q3	Q4	



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## TID #4 Draw Request #71

1 message

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**carlyc drakecg.com** <carlyc@drakecg.com>

Wed, Aug 10, 2022 at 4:25 PM

To: RnR Water Wisconsin <rn timer.water.wi@gmail.com>, City of Cedarburg - Mikko Hilvo  
<mhilvo@ci.cedarburg.wi.us>

Cc: "djburns drakecg.com" <djburns@drakecg.com>

Hello Nikki and Mikko-

Attached please find Oliver Fiontar, LLC's TID #4: Draw Request #71

Drake's Invoice #672 dated 8/15/22 in the amount of \$57,068.08 and invoice #673 dated 8/15/22 in the amount of \$76,000.00 well as the labor breakdown spreadsheets and supporting documents - please make the reimbursement check payable to "Oliver Fiontar, LLC" and let us know when it will be ready to be picked up.

Please let me know if you have any questions regarding the attached invoice/draw request.

Thank you,

Carly

Carly Corson

Director of Administration

DRAKE Consulting Group, LLC

118 Green Bay Rd, Ste 4

Thiensville, WI 53092

P: (262) 241-0005

F: (262) 241-0006

Email: [carlyc@drakecg.com](mailto:carlyc@drakecg.com)

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12 attachments

-  **DCG Inv#672 dated 08-15-22.pdf**  
92K
-  **Supporting Documents for Amcast Inv #672.pdf**  
4900K
-  **Labor Breakdown 05-16-22 thru 05-22-22.xlsx**  
20K
-  **Labor Breakdown 05-23-22 thru 05-29-22.xlsx**  
20K
-  **Labor Breakdown 05-30-22 thru 06-05-22.xlsx**  
20K
-  **Labor Breakdown 06-06-22 thru 06-12-22.xlsx**  
20K
-  **Labor Breakdown 06-13-22 thru 06-19-22.xlsx**  
20K
-  **Labor Breakdown 06-20-22 thru 06-26-22.xlsx**  
20K
-  **Labor Breakdown 06-27-22 thru 07-03-22.xlsx**  
20K
-  **Labor Breakdown 07-04-22 thru 07-10-22.xlsx**  
20K
-  **Labor Breakdown 07-11-22 thru 07-17-22.xlsx**  
20K
-  **DCG Inv#673 dated 08-15-22.pdf**  
85K

Invoice #	Entity	Total Billed	15% Markup	Invoice Date	Drake Invoice	Notes
34534	Budiac Plumbing	\$ 847.50	\$ 127.13	12/27/2019	561	
7580	Cedarburg Light & Water	\$ 375.00	\$ 56.25	12/10/2019	561	
99273	Excel Disposal	\$ 1,028.90	\$ 154.34	9/11/2019	561	
99976	Excel Disposal	\$ 1,289.22	\$ 193.38	10/18/2019	561	
100745	Excel Disposal	\$ 1,292.65	\$ 193.90	11/25/2019	561	
100935	Excel Disposal	\$ 1,698.86	\$ 254.83	12/4/2019	561	
87292603-0014	Sunbelt Rentals	\$ 2,216.33	\$ 332.45	12/16/2019	561	12/5-1/1 skidsteer rental
95349888-0002	Sunbelt Rentals	\$ 1,785.38	\$ 267.81	12/10/2019	561	11/25-12/22 manlift rental
101231	Excel Disposal	\$ 1,452.88	\$ 217.93	12/19/2019	568	
1557188818	Grainger	\$ 1,177.45	\$ 176.62	12/6/2019	568	
89370993-0014	Sunbelt Rentals	\$ 6,032.82	\$ 904.92	12/27/2019	568	12/17-1/13 Grapple bucket
95249888-0003	Sunbelt Rentals	\$ 1,785.38	\$ 267.81	1/7/2020	568	12/23-1/19 manlift rental
101548	Excel Disposal	\$ 611.29	\$ 91.69	1/13/2020	570	
1940076796	Pace Analytical	\$ 5,501.00	\$ 825.15	12/9/2019	570	
1777600	Quality State Oil Co	\$ 343.36	\$ 51.50	1/10/2020	570	
87292603-0015	Sunbelt Rentals	\$ 2,216.22	\$ 332.43	1/13/2020	570	
94817768	Praxair	\$ 37.49	\$ 5.62	2/8/2020	574	
27703	Stripmeister	\$ 179.00	\$ 26.85	1/18/2020	574	
89370993-0015	Sunbelt Rentals	\$ 6,032.82	\$ 904.92	1/24/2020	574	1/14-2/10 grapple bucket rental
95349888-0004	Sunbelt Rentals	\$ 1,785.38	\$ 267.81	2/4/2020	574	1/20-2/16 manlift
U0017607	Boehlke Bottled Gas	\$ 528.14	\$ 79.22	1/24/2020	578	
289995-10	Cedarburg Light & Water	\$ 22.61	\$ 3.39		578	1/8-2/11/20
94885704	Praxair	\$ 37.49	\$ 5.62	2/14/2020	578	
94939644	Praxair	\$ 126.30	\$ 18.95	2/19/2020	578	
94985614	Praxair	\$ 78.55	\$ 11.78	2/21/2020	578	
95005090	Praxair	\$ 16.32	\$ 2.45	2/22/2020	578	
177914	Quality State Oil Co	\$ 312.75	\$ 46.91	1/30/2020	578	
1776860	Quality State Oil Co	\$ 245.15	\$ 36.77	12/3/2019	578	
1777370	Quality State Oil Co	\$ 320.14	\$ 48.02	12/23/2019	578	
87292603-0016	Sunbelt Rentals	\$ 2,216.33	\$ 332.45	2/10/2020	578	1/30-2/26 skidsteer rental
30140138	National Construction Rentals	\$ 935.19	\$ 140.28	3/3/2020	580	
95113785	Praxair	\$ 42.83	\$ 6.42	2/25/2020	580	
95135386	Praxair	\$ 122.49	\$ 18.37	2/26/2020	580	
95409490	Praxair	\$ 37.49	\$ 5.62	3/7/2020	580	
1248418	Quality State Oil Co	\$ 224.57	\$ 33.69	3/5/2020	580	
89370993-0016	Sunbelt Rentals	\$ 6,032.82	\$ 904.92	2/21/2020	580	2/11-3/09 grapple bucket
95349888-0005	Sunbelt Rentals	\$ 1,785.38	\$ 267.81	3/3/2020	580	2/17-3/15 manlift
102590	Excel Disposal	\$ 711.51	\$ 106.73	3/6/2020	581	
J075968	Langer	\$ 110,940.00	\$ 16,641.00	3/18/2020	581	
2022	All Weather HVAC	\$ 897.60	\$ 134.64	4/8/2020	584	Temporary heat in lower unit of building
	Cedarburg Light & Water	\$ 53.85	\$ 8.08		584	2/11-3/16
95550385	Praxair	\$ 122.49	\$ 18.37	3/19/2020	584	
95550386	Praxair	\$ 37.49	\$ 5.62	3/19/2020	584	
95607062	Praxair	\$ 17.61	\$ 2.64	3/22/2020	584	
89370993-0017	Sunbelt Rentals	\$ 6,032.83	\$ 904.92	3/20/2020	584	3/10-4/6 grapple bucket
	Cedarburg Light & Water	\$ 26.58	\$ 3.99		585	3/16-4/17 utilities
1505	Fox Valley Land Surveying	\$ 8,000.00	\$ 1,200.00	3/12/2020	585	Topo survey
87292603-0017	Sunbelt Rentals	\$ 2,216.33	\$ 332.45	3/9/2020	585	2/27-3/25 Skidsteer
87292603-0018	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	4/6/2020	585	3/26-4/22 Skidsteer
89370993-0018	Sunbelt Rentals	\$ 6,027.11	\$ 904.07	4/17/2020	585	4/7-5/4 Grapple
95349888-0006	Sunbelt Rentals	\$ 1,785.38	\$ 267.81	3/31/2020	585	3/16-4/12 Manlift
87292603-0019	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	5/4/2020	587	4/23-5/20 Skidsteer
95349888-0007	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	4/28/2020	587	4/13-5/10 Manlift

Invoice #	Entity	Total Billed	15% Markup	Invoice Date	Drake Invoice	Notes
	Cedarburg Light & Water	\$ 17.01	\$ 2.55			597 4/17-5/19
96351224	Praxair	\$ 37.45	\$ 5.62	4/29/2020		597 Oxygen canister
1780130	Quality State Oil Co	\$ 166.90	\$ 25.04	5/19/2020		597 Fuel delivery
89370993-0019	Sunbelt Rentals	\$ 6,028.17	\$ 904.23	5/15/2020		597 5/5-6/1 Grapple
35553	Budiac Plumbing	\$ 469.00	\$ 70.35	6/4/2020		601 Replace main valve on 6/2/20
95349888-0008	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	5/26/2020		601 5/11-6/7 Manlift
104164	Excel Disposal	\$ 382.95	\$ 57.44	5/21/2020		605 Waste disposal 5/20
100969667-0004	Sunbelt Rentals	\$ 5,570.82	\$ 835.62	6/11/2020		605 6/1-6/28 hydraulic excavator (new equip.)
87292603-0020	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	6/1/2020		605 5/21-6/17 Skidsteer rental
89370993-0020	Sunbelt Rentals	\$ 109.46	\$ 16.42	6/10/2020		605 6/2-6/4 hydraulic excavator - diesel
89370993-0021	Sunbelt Rentals	\$ 613.49	\$ 92.02	6/11/2020		605 6/2 - 6/29 grapple bucket
7774	Cedarburg Light & Water	\$ 62.60	\$ 9.39	6/29/2020		608 Hydrant meter hook up, removal, and usage
	Cedarburg Light & Water	\$ 40.44	\$ 6.07			608 5/19-6/19 utilities
87292603-0021	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	6/29/2020		608 6/18-7/15 Skidsteer
95349888-0009	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	6/23/2020		608 6/8-7/5 Manlift
100969667-0005	Sunbelt Rentals	\$ 5,412.57	\$ 811.89	7/9/2020		609 6/29-7/26 hydraulic excavator rental
89370993-0022	Sunbelt Rentals	\$ 613.49	\$ 92.02	7/9/2020		609 6/30-7/27 grapple bucket rental
	Cedarburg Light & Water	\$ 70.73	\$ 10.61			612 6/17/20/20 utilities
98220714	Praxair	\$ 143.39	\$ 21.51	8/5/2020		612 Oxygen, acetylene, and welding supplies
87292603-0022	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	7/27/2020		612 7/16-8/12 skidsteer rental
95349888-0010	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	7/21/2020		612 7/6-8/2/20 manlift rental
48329035	Praxair	\$ 29.07	\$ 4.36	8/12/2020		614 Oxygen
100969667-0006	Sunbelt Rentals	\$ 5,412.57	\$ 811.89	8/6/2020		614 Hydraulic excavator rental 7/27-8/23
89370993-0023	Sunbelt Rentals	\$ 613.49	\$ 92.02	8/6/2020		614 Grapple bucket rental 7/28-8/24
	Cedarburg Light & Water	\$ 78.42	\$ 11.76			615 7/20-8/18
87292603-0023	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	8/24/2020		615 8/13-9/9 skidsteer rental
95349888-0011	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	8/18/2020		615 8/3-8/30 Manlift rental
105444	Excel Disposal	\$ 333.95	\$ 50.09	7/21/2020		617 General debris removal
100969667-0007	Sunbelt Rentals	\$ 5,412.57	\$ 811.89	9/3/2020		617 Hydraulic excavator rental 8/24-9/20
89370993-0024	Sunbelt Rentals	\$ 613.49	\$ 92.02	9/3/2020		617 Grapple bucket rental 8/25-9/21
95349888-0012	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	9/15/2020		617 Manlift 8/31-9/27
	Cedarburg Light & Water	\$ 60.33	\$ 9.05			621 Utilities 8/18-9/18
2040090404	Pace Analytical	\$ 2,208.00	\$ 331.20	9/30/2020		621 12 metals, PCB, and PAH sample processing
99165099	Praxair	\$ 122.37	\$ 18.36	9/25/2020		621 Oxygen, acetylene, and welding supplies
1783074	Quality State Oil Co	\$ 165.81	\$ 24.87	9/23/2020		621 Fuel delivery
87292603-0024	Sunbelt Rentals	\$ 2,214.23	\$ 332.13	9/21/2020		621 Skidsteer rental 9/10-10/7
89370993-0025	Sunbelt Rentals	\$ 613.49	\$ 92.02	10/1/2020		621 Grapple bucket rental 9/22-10/19
102243	Boehlke Bottled Gas	\$ 100.23	\$ 15.03	11/6/2020		623 Tank install
102246	Boehlke Bottled Gas	\$ 504.08	\$ 75.61	11/6/2020		623 Propane delivery
	Cedarburg Light & Water	\$ 55.16	\$ 8.27			623 Utilities 9/18-10/22
98832817	Praxair	\$ 37.45	\$ 5.62	9/5/2020		623 Oxygen canister
98971925	Praxair	\$ 37.45	\$ 5.62	9/18/2020		623 Oxygen canister
99503676	Praxair	\$ 122.37	\$ 18.36	10/14/2020		623 Oxygen/acetylene
100969667-0008	Sunbelt Rentals	\$ 3,269.03	\$ 490.35	10/8/2020		623 Hydraulic excavator 9/21-30
95349888-0013	Sunbelt Rentals	\$ 1,783.69	\$ 267.55	10/13/2020		623 Manlift 9/28-10/25
95349888-0014	Sunbelt Rentals	\$ 1,353.15	\$ 202.97	11/4/2020		623 Manlift 10/26-11/22
	Allan Francois	\$ 17,627.00	\$ 2,644.05	10/15/2020		625 Various redevelopment/assessment activities
765642	Arnolds Environmental Services	\$ 126.60	\$ 18.99	12/1/2020		625 Portable restroom
13202	Aubrey Electric	\$ 10,582.00	\$ 1,587.30	11/24/2020		625 Electrical instal for office building
108405	Boehlke Bottled Gas	\$ 321.08	\$ 48.16	12/3/2020		625 Propane delivery
106557	Excel Disposal	\$ 263.88	\$ 39.58	9/15/2020		625 Dumpster and waste removal
2040093835	Pace Analytical	\$ 5,691.00	\$ 853.65	12/4/2020		625 Water sample analysis
95349888-0015	Sunbelt Rentals	\$ 1,353.15	\$ 202.97	12/2/2020		625 Manlift rental 11/23-12/20
114436	Boehlke Bottled Gas	\$ 340.90	\$ 51.14	12/23/2021		627 Propane

Invoice #	Entity	Total Billed	15% Markup	Invoice Date	Drake Invoice	Notes
120944	Boehlke Bottled Gas	\$ 427.65	\$ 64.15	1/12/2021	627	Propane
7970	Cedarburg Light & Water	\$ 739.99	\$ 111.00	12/22/2020	627	Service connection less prepayment of \$1700
	Cedarburg Light & Water	\$ 74.67	\$ 11.20		627	Services 10/22-11/25
	Cedarburg Light & Water	\$ 33.27	\$ 4.99		627	First bill for main floor, 11/24-12/29
	Cedarburg Light & Water	\$ 19.55	\$ 2.93		627	First bill for common panel, 11/24-12/29
	Cedarburg Light & Water	\$ 79.24	\$ 11.89		627	First bill for lower floor, 11/24-12/29
	Cedarburg Light & Water	\$ 33.12	\$ 4.97		627	Sewer and water 11/25/20-12/29/20
95349888-0016	Sunbelt Rentals	\$ 1,353.15	\$ 202.97	12/30/2020	627	Manlift rental 12/21/20-1/17/21
129158	Boehlke Bottled Gas	\$ 517.76	\$ 77.66	2/2/2021	629	Propane charges and delivery
36828	Budiac Plumbing	\$ 5,171.25	\$ 775.69	1/22/2021	629	South building planning and work
610555	Lisbon Storm Screen & Door	\$ 8,579.13	\$ 1,286.87	2/10/2021	629	Replacement doors and shipment
95349888-0017	Sunbelt Rentals	\$ 1,353.15	\$ 202.97	1/27/2021	629	Manlift rental 1/18/21-2/14/21
775203	Arnolds Environmental Services	\$ 126.60	\$ 18.99	2/23/2021	631	Construction Unit, portable facilities
13435	Aubrey Electric	\$ 16,737.75	\$ 2,510.66	2/15/2021	631	Electrical instal for office building
	Cedarburg Light & Water	\$ 18.14	\$ 2.72		631	12/29/21-2/1/21 Electric Common Panel
	Cedarburg Light & Water	\$ 51.89	\$ 7.78		631	12/29/21-2/1/21 Electric Main Floor
	Cedarburg Light & Water	\$ 71.18	\$ 10.68		631	12/29/21-2/1/21 Electric Lower Level
	Cedarburg Light & Water	\$ 34.43	\$ 5.16		631	12/29/21-2/1/21 Water & Sewer
109524	Excel Disposal	\$ 160.00	\$ 24.00	2/10/2021	631	General debris rolloff delivery
778289	Arnolds Environmental Services	\$ 113.94	\$ 17.09	4/7/2021	635	Construction Unit, portable facilities
110218	Excel Disposal	\$ 315.33	\$ 47.30	3/16/2021	635	Waste disposal 3/16
95349888-0019	Sunbelt Rentals	\$ 1,353.15	\$ 202.97	3/24/2021	635	Manlift rental 3/15-4/11/21
37020	Budiac Plumbing	\$ 6,037.50	\$ 905.63	2/1/2020	637	Continuation of south building work
6061360	National Construction Rentals	\$ 908.99	\$ 136.35	3/5/2021	637	6ft temporary panels and sand bags
	Cedarburg Light & Water	\$ 34.09	\$ 5.11		637	Sewer and water 2/1/21-3/1/21
	Cedarburg Light & Water	\$ 16.74	\$ 2.51		637	Common panel electric 2/1/21-3/1/21
	Cedarburg Light & Water	\$ 35.78	\$ 5.37		637	Main floor electric 2/1/21-3/1/21
	Cedarburg Light & Water	\$ 55.12	\$ 8.27		637	Lower level electric 2/1/21-3/1/21
	Cedarburg Light & Water	\$ 36.06	\$ 5.41		637	Sewer and water 3/1/21-4/1/21
	Cedarburg Light & Water	\$ 16.49	\$ 2.47		637	Common panel electric 3/1/21-4/1/21
	Cedarburg Light & Water	\$ 17.01	\$ 2.55		637	Main floor electric 3/1/21-4/1/21
	Cedarburg Light & Water	\$ 58.86	\$ 8.83		637	Lower level electric 3/1/21-4/1/21
781642	Arnolds Environmental Services	\$ 113.94	\$ 17.09	4/20/2021	640	Construction Unit, portable facilities
95349888-0020	Sunbelt Rentals	\$ 1,353.15	\$ 202.97	4/21/2021	640	Manlift rental 4/12-5/9/21
	Cedarburg Light & Water	\$ 16.36	\$ 2.45		642	Common panel electric 5/1/21-6/1/21
	Cedarburg Light & Water	\$ 15.60	\$ 2.34		642	Main floor electric 5/1/21-6/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26		642	Lower level electric 5/1/21-6/1/21
	Cedarburg Light & Water	\$ 36.08	\$ 5.41		642	Sewer and water 5/1/21-6/1/21
	Cedarburg Light & Water	\$ 15.57	\$ 2.34		647	Common Panel 4/1-5/1/21
	Cedarburg Light & Water	\$ 15.37	\$ 2.31		647	Main floor electric 4/1-5/1/21
	Cedarburg Light & Water	\$ 15.16	\$ 2.27		647	Lower level electric 4/1-5/1/21
	Cedarburg Light & Water	\$ 34.03	\$ 5.10		647	Sewer and water 4/1-5/1/21
	Cedarburg Light & Water	\$ 16.55	\$ 2.48		647	Common Panel 6/1-7/1/21
	Cedarburg Light & Water	\$ 16.66	\$ 2.50		647	Main floor electric 6/1-7/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26		647	Lower level electric 6/1-7/1/21
	Cedarburg Light & Water	\$ 34.07	\$ 5.11		647	Sewer and water 6/1-7/1/21
785202	Arnolds Environmental Services	\$ 113.94	\$ 17.09		647	Construction Unit, portable facilities 5/18-6/14/21
788988	Arnolds Environmental Services	\$ 113.94	\$ 17.09		647	Construction Unit, portable facilities 6/15-7/12/21
793010	Arnolds Environmental Services	\$ 113.94	\$ 17.09		647	Construction Unit, portable facilities 7/13-8/9/21
797179	Arnolds Environmental Services	\$ 113.94	\$ 17.09		648	Construction Unit, portable facilities 8/10-9/6/21
113788	Excel Disposal	\$ 290.83	\$ 43.62	8/20/2021	651	Waste disposal 8/13/21
113512	Excel Disposal	\$ 448.61	\$ 67.29	8/12/2021	651	Waste disposal 8/10/21
43558	J. Werner Heating, Inc.	\$ 35,293.00	\$ 5,293.95	9/16/2021	653	HVAC Installation
43562	J. Werner Heating, Inc.	\$ 651.50	\$ 97.73	9/17/2021	653	HVAC Permit

Invoice #	Entity	Total Billed	15% Markup	Invoice Date	Drake Invoice	Notes
	Cedarburg Light & Water	\$ 19.01	\$ 2.85	8/27/2021		653 Common Panel 7/1 - 8/1/21
	Cedarburg Light & Water	\$ 17.24	\$ 2.59	8/27/2021		653 Main Floor 7/1 - 8/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26	8/27/2021		653 Lower Level 7/1 - 8/1/21
	Cedarburg Light & Water	\$ 34.14	\$ 5.12	8/27/2021		653 Water and Sewer 7/1 - 8/1/21
801299	Arnolds Environmental Services	\$ 113.94	\$ 17.09	9/7/2021		653 Construction unit 9/7 - 10/4/21
	Allan C. Francois	\$ 2,650.00	\$ 397.50	8/2/2021		653 HVAC permitting and processing
	Cedarburg Light & Water	\$ 19.04	\$ 2.86			654 Common Panel 8/1 - 9/1/21
	Cedarburg Light & Water	\$ 21.75	\$ 3.26			654 Main Floor 8/1 - 9/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			654 Lower Level 8/1 - 9/1/21
	Cedarburg Light & Water	\$ 34.09	\$ 5.11			654 Water and Sewer 8/1 - 9/1/21
	Cedarburg Light & Water	\$ 22.43	\$ 3.36			654 Common Panel 9/1 - 10/1/21
	Cedarburg Light & Water	\$ 18.11	\$ 2.72			654 Main Floor 9/1 - 10/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			654 Lower Level 9/1 - 10/1/21
	Cedarburg Light & Water	\$ 38.99	\$ 5.85			654 Water and Sewer 9/1 - 10/1/21
805340	Arnolds Environmental Services	\$ 113.94	\$ 17.09			654 Construction Unit 10/5 - 11/1/21
809129	Arnolds Environmental Services	\$ 127.66	\$ 19.15	11/17/2021		657 Construction Unit 11/2 - 11/29/21
14402	Aubrey Electric	\$ 775.00	\$ 116.25	12/23/2021		662 Panel realocation and septic hookups
	Cedarburg Light & Water	\$ 17.83	\$ 2.67			662 Common Panel 10/1 - 11/1/21
	Cedarburg Light & Water	\$ 20.29	\$ 3.04			662 Main Floor 10/1 - 11/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			662 Lower Level 10/1 - 11/1/21
	Cedarburg Light & Water	\$ 35.08	\$ 5.26			662 Water and Sewer 10/1 - 11/1/21
	Cedarburg Light & Water	\$ 17.18	\$ 2.58			662 Common Panel 11/1 - 12/1/21
	Cedarburg Light & Water	\$ 148.03	\$ 22.20			662 Main Floor 11/1 - 12/1/21
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			662 Lower Level 11/1 - 12/1/21
	Cedarburg Light & Water	\$ 34.10	\$ 5.12			662 Water and Sewer 11/1 - 12/1/21
	Cedarburg Light & Water	\$ 21.22	\$ 3.18			662 Common Panel 12/1/21 - 1/1/22
	Cedarburg Light & Water	\$ 106.40	\$ 15.96			662 Main Floor 12/1/21 - 1/1/22
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			662 Lower Level 12/1/21 - 1/1/22
	Cedarburg Light & Water	\$ 34.07	\$ 5.11			662 Water and Sewer 12/1/21 - 1/1/22
812676	Arnolds Environmental Services	\$ 127.66	\$ 19.15			662 Construction Unit 11/30 - 12/27/21
	Arnolds Environmental Services	\$ 127.66	\$ 19.15			662 Construction Unit 12/28/21 - 1/24/22
38144	Budiac Plumbing	\$ 4,819.25	\$ 722.89	10/5/2021		665 Sewer and associated permitting
14534	Aubrey Electric	\$ 4,185.00	\$ 627.75	2/10/2022		665 Installation of conduits and basement pumps/wall outlets
819245	Arnolds Environmental Services	\$ 127.66	\$ 19.15	1/25/2022		665 Construction Unit 1/25-2/21/22
822498	Arnolds Environmental Services	\$ 136.10	\$ 20.42	2/22/2022		665 Construction Unit 2/22-3/21/22
	Cedarburg Light & Water	\$ 25.85	\$ 3.88			665 Common Panel 1/1 - 2/1/22
	Cedarburg Light & Water	\$ 178.72	\$ 26.81			665 Main Floor 1/1 - 2/1/22
	Cedarburg Light & Water	\$ 15.17	\$ 2.28			665 Lower Level 1/1 - 2/1/22
	Cedarburg Light & Water	\$ 40.31	\$ 6.05			665 Water and Sewer 1/1 - 2/1/22
38760	Budiac Plumbing	\$ 3,675.25	\$ 551.29	2/11/2022		665 Sewer tie in, prep for sanitary, asphalt patching
	Aubrey Electric	\$ 16,159.62	\$ 2,423.94	3/8/2022		667 Electrical work in office building (lights, breakers, wiring, etc.)
	Extinguishers at Random	\$ 395.63	\$ 59.34	3/18/2022		667 Fire extinguishers
	WE Energies	\$ 2,167.05	\$ 325.06	3/23/2022		667 Gas service 2/8-3/7/22 lower level office building
	WE Energies	\$ 48.60	\$ 7.29	3/29/2022		667 Gas service 2/9-3/8/22 office building
	Cedarburg Light & Water	\$ 20.81	\$ 3.12			667 Common Panel 2/1 - 3/1/22
	Cedarburg Light & Water	\$ 117.34	\$ 17.60			667 Main Floor 2/1 - 3/1/22
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			667 Lower Level 2/1 - 3/1/22
	Cedarburg Light & Water	\$ 38.25	\$ 5.74			667 Water and Sewer 2/1 - 3/1/22
	Arnolds Environmental Services	\$ 122.38	\$ 18.36	3/22/2022		667 Construction Unit 3/22-4/18/22
14664	Aubrey Electric	\$ 4,444.40	\$ 666.66	4/1/2022		669 Electrical work at office building- lights, exit signs, smoke detector, piping installs
69939138	Linde Gas & Equipment	\$ 467.44	\$ 70.12	4/5/2022		669 Compressed gas and delivery
	Cedarburg Light & Water	\$ 48.41	\$ 7.26			669 Common Panel 3/1 - 4/1/22
	Cedarburg Light & Water	\$ 37.29	\$ 5.59			669 Main Floor 3/1 - 4/1/22
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			669 Lower Level 3/1 - 4/1/22

Invoice #	Entity	Total Billed	15% Markup	Invoice Date	Drake Invoice	Notes	
	Cedarburg Light & Water	\$ 34.66	\$ 5.20			669 Water and Sewer 3/1 - 4/1/22	
14792	Aubrey Electric	\$ 1,383.87	\$ 207.58	5/26/2022		672 Installation and inspection of 1st floor	A15
43558-1	J. Werner Heating, Inc.	\$ 30,000.00	\$ 4,500.00	7/20/2022		672 Completion of HVAC installation, south building	A15
2018	Heritage Glass	\$ 17,000.00	\$ 2,550.00	7/27/2022		672 Furnish and install windows, south building	A15
118621	Excel Disposal	\$ 274.44	\$ 41.17	4/5/2022		672 General debris rolloff delivery and disposal	B3
	Cedarburg Light & Water	\$ 27.23	\$ 4.08			672 Common Panel 4/1-5/1/22	
	Cedarburg Light & Water	\$ 55.27	\$ 8.29			672 Main Floor 4/1-5/1/22	
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			672 Lower Level 4/1-5/1/22	
	Cedarburg Light & Water	\$ 37.46	\$ 5.62			672 Water and Sewer 4/1-5/1/22	
	Cedarburg Light & Water	\$ 26.08	\$ 3.91			672 Common Panel 5/1-6/1/22	
	Cedarburg Light & Water	\$ 51.06	\$ 7.66			672 Main Floor 5/1-6/1/22	
	Cedarburg Light & Water	\$ 15.05	\$ 2.26			672 Lower Level 5/1-6/1/22	
	Cedarburg Light & Water	\$ 35.21	\$ 5.28			672 Water and Sewer 5/1-6/1/22	
9883	Arnolds Environmental Services	\$ 122.38	\$ 18.36	4/19/2022		672 Construction Unit 4/19-5/16/22	
	WE Energies	\$ 581.31	\$ 87.20	4/8/2022		672 Gas service lower level	



Positive Connections. Powerful Solutions.

AIS

405 S. Milwaukee Street  
 Theresa, WI 53091  
 (920) 488-5094  
 (920) 488-5095 fax

**INVOICE NO**  
 14792

SOLD TO Drake Consulting Group  
 N105 W7585 Chatham St  
 Cedarburg, WI 53012

JOB SITE Former Amcast Facility  
 N39 W5789 Hamilton Rd  
 Cedarburg, WI 53012

ACCOUNT NO	PO NUMBER	AUBREY JOB NO	TERMS	INVOICE DATE	PAGE
DRAKECG		422049	Net 0	5/26/2022	1

Completion of 1st Floor to Occupancy 4/1/22 - 5/24/22:  
 Installed exterior egress fixture.  
 Preinspection meeting.  
 Planned meeting with inspector (no show).  
 Final check over and test out.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
6	Hours Labor	\$95.00	\$570.00 *
1	Materials	\$528.62	\$528.62 *
1	Electrical Permit Fee	\$285.25	\$285.25 *

**TOTAL AMOUNT \$1,383.87**

\*\*Our prices reflect cash or check payments. Credit cards are accepted with an additional 2% fee.\*\*  
 Payment is due in full upon receipt of invoice. A service charge of 1.5% per month (18% annual) will be added to accounts not paid in thirty (30) days.

\* means items is non-taxable



A15

# Invoice

W188 N11261 Maple Road  
Germantown, WI 53022

Date	Invoice #
7/20/2022	43558-1

Bill To
Drake Consulting Group LLC

Job Name
N37 W5684 Hamilton Rd Cedarburg, WI 53012

P.O. Number	Terms	Rep
	Due on receipt	SML

262-253-6969

info@jwernerheating.com

Project

Quantity	Item Code	Description	Price Each	Amount
	Total HVAC	Total HVAC install per contract Final billing	65,293.00	65,293.00

<b>Total</b>	\$65,293.00
<b>Sales Tax (5.5%)</b>	\$0.00
<b>Payments/Credits</b>	-\$35,293.00
<b>Balance</b>	\$30,000.00
<b>Amount Due</b>	

A15



8920 W. HEATHER AVENUE  
MILWAUKEE, WI 53224  
(414) 527-1678

# Invoice

Invoice#: 2018

Date: 07/27/2022

Job#: 4240

**Billed To:** Drake Consulting Group  
118 Green Bay Rd  
Thiensville WI 53092

**Project:** Cedarburg Brick Bldg(4240)  
5792 Hamilton Rd  
Cedarburg WI

**Due Date:** 07/27/2022

**Terms:** 0DY

**Client PO#**

Description	Amount
Furnish and Install	17,000.00

**Notes:**

Original Contract Amount: \$21,465.00

First Request for Payment: \$17,000.00

Remaining Contract Amount: \$4,465.00

A service charge of 18.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

As required by the Wisconsin Construction Lien Law, the owner is hereby notified that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to Heritage Glass LLC are those who contract directly with the owner or provide labor or materials for the construction. Accordingly, owner may receive notices from those who furnish labor or materials for the construction. Owner should give a copy of each notice received to their mortgage lender, if any, to see that all potential lien claimants are duly paid.

Non-Taxable Amount:	17,000.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>17,000.00</b>

PWSB  
RB

**Excel Disposal of Wisconsin, LLC**

5329 W State Street  
 Milwaukee, WI 53208  
**Telephone:** (414) 365-1500  
**Fax:** (414) 365-1100

B3

**Invoice**

Number: 118621  
 Date: 05-Apr-2022  
 P.O. Number: J16001(AMCAST)

**BILL TO** 4889  
 Drake Consulting Group  
 118 Green Bay Rd  
 Suite #4  
 Thiensville, WI 53092

**JOB SITE** 33317  
 Tim  
 N37W5684 Hamilton Rd  
 Cedarburg,

Last Payment Date: 24-Sep-2021  
 Late Charge: \$0.00

Job Number: Accounting ID:

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
04-Apr-2022	> 04-Apr-2022	1	12yd Delivery	1	\$160.00	<input type="checkbox"/>	\$160.00
04-Apr-2022	> 04-Apr-2022	1	General Debris Tonnage	2.12	\$49.00	<input type="checkbox"/>	\$103.88
05-Apr-2022	> 05-Apr-2022	1	20yd Final Pick Up Energy Surcharge.	1	\$10.56	<input type="checkbox"/>	\$10.56

	Taxable Amount	Tax Rate	Tax Description	Subtotal NonTaxed:	
Rental:	\$0.00	0	\$0.00 Exempt	\$274.44	
Service:	\$0.00		\$0.00 Exempt	\$0.00	
				Subtotal Taxable:	\$0.00
				Subtotal Tax:	\$0.00
				Current Invoice Total:	\$274.44
Payment Terms: Net 15			+/- Chrg or Pymt:	\$0.00	<b>Please Pay: \$274.44</b>

Late Charge Rate 18% Annually

**From:**  
 Drake Consulting Group  
 118 Green Bay Rd  
 Suite #4  
 Thiensville, WI 53092

Please detach and return the bottom portion with payment.

Invoice No.	Date	Current Amount
118621	05-Apr-2022	\$274.44
<b>Please Pay:</b>		<b>\$274.44</b>

**To:**

**Excel Disposal of Wisconsin, LLC**  
 5329 W State Street  
 Milwaukee, WI 53208



N30 W5926 Lincoln Blvd., PO Box 767, Cedarburg, WI 53012-0767  
 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

B3

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC	Service Address: N39W5789 HAMILTON RD COMMON PANEL
Account No.: 289700-10	Service Period: 4/1/2022 - 5/1/2022 (30 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE	48.41
PAYMENT 04/26/2022	-48.41
<b>BALANCE FORWARD</b>	<b>\$ 0.00</b>

**CURRENT CHARGES FOR SERVICE PERIOD 4/1/2022 TO 5/1/2022:**

LOAD FACTOR	4.2%
<b>ELECTRIC</b>	
GENERAL SERVICE 1-PHASE (GS-1)	
Customer Charge	14.00
Usage Charges	
Electricity Used (kWh@Standard Rate)	113 @ \$0.11850 13.39
Power Cost Adjustment (per kWh)	113 @ \$-0.01820 -2.06
5.5% Sales Tax	1.39
Commitment to Community (PB)	0.51
<b>Total Electric Charges</b>	<b>\$ 27.23</b>
<b>CURRENT CHARGES</b>	<b>\$ 27.23</b>

**TOTAL AMOUNT DUE BY 5/26/2022 \$ 27.23**

\* Pre-Authorized Do Not Pay \*

**MESSAGE BOARD**

**MAY IS ELECTRICAL SAFETY MONTH**

It's easy to forget just how powerful electricity can be, but more than 50,000 house fires start each year because of common electrical safety mistakes. Help keep your family safe with these simple safety tips. Check cords for damage. Don't overload outlets with too many plugs. **Check out [www.esfi.org/home-safety](http://www.esfi.org/home-safety) for more tips!**

**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
05/01/2022	113	4		
04/01/2022	315	10		
03/01/2022	53	2		
02/01/2022	95	3		
01/01/2022	52	2		
12/01/2021	18	1		
11/01/2021	25	1		
10/01/2021	58	2		
09/01/2021	31	1		
08/01/2021	29	1		
07/01/2021	13	0		
06/01/2021	12	0		
05/01/2021	5	0		

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My Account

Login to "My Account" at [www.cedarburglightandwater.org](http://www.cedarburglightandwater.org)

Please return this lower portion with your payment and make checks payable to Cedarburg Light & Water.

[1/4]



N30 W5926 Lincoln Blvd.  
 P.O. Box 767  
 Cedarburg, WI 53012-0767  
 (262) 375-7650  
[www.cedarburglightandwater.org](http://www.cedarburglightandwater.org)

Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD COMMON PANE	
Account No	289700-10	
Due Date	5/26/2022	
Amount Due	\$27.23 By Due Date	\$27.50 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

Allow ample time for payments sent by mail, as your payment must reach our office by the due date to avoid late payment charge.

CED0505C  
 2000000432 53/1



DRAKE CONSULTING GROUP LLC  
 118 GREEN BAY RD, STE 4  
 THIENSVILLE WI 53092-1662



CEDARBURG LIGHT & WATER UTILITY  
 PO BOX 767  
 CEDARBURG WI 53012-0767



N30 W5926 Lincoln Blvd., PO Box 767, Cedarburg, WI 53012-0767  
 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC  
 Account No.: 289800-10

Service Address: N39W5789 HAMILTON RD MAIN FLOOR  
 Service Period: 4/1/2022 - 5/1/2022 (30 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE 37.29  
 PAYMENT 04/26/2022 -37.29  
**BALANCE FORWARD \$ 0.00**

**CURRENT CHARGES FOR SERVICE PERIOD 4/1/2022 TO 5/1/2022:**

LOAD FACTOR 14.0%  
**ELECTRIC**  
 GENERAL SERVICE 1-PHASE (GS-1)  
 Customer Charge 14.00  
 Usage Charges  
 Electricity Used (kWh@Standard Rate) 373 @ \$0.11850 44.20  
 Power Cost Adjustment (per kWh) 373 @ \$-0.01820 -6.79  
 5.5% Sales Tax 2.83  
 Commitment to Community (PB) 1.03  
**Total Electric Charges \$ 55.27**  
**CURRENT CHARGES \$ 55.27**

**TOTAL AMOUNT DUE BY 5/26/2022 \$ 55.27**

**\* Pre-Authorized Do Not Pay \***

**MESSAGE BOARD**

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**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
05/01/2022	373	12		
04/01/2022	210	7		
03/01/2022	942	34		
02/01/2022	1,451	47		
01/01/2022	769	25		
12/01/2021	1,127	38		
11/01/2021	47	2		
10/01/2021	24	1		
09/01/2021	52	2		
08/01/2021	16	1		
07/01/2021	14	0		
06/01/2021	5	0		
05/01/2021	3	0		

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[2/4]



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 P.O. Box 767  
 Cedarburg, WI 53012-0767  
 (262) 375-7650  
 www.cedarburglightandwater.org

Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD MAIN FLOOR	
Account No	289800-10	
Due Date	5/26/2022	
Amount Due	\$55.27 By Due Date	\$55.81 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

Allow ample time for payments sent by mail, as your payment must reach our office by the due date to avoid the late payment charge.

CED0505C  
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DRAKE CONSULTING GROUP LLC  
 118 GREEN BAY RD, STE 4  
 THIENSVILLE WI 53092-1662



CEDARBURG LIGHT & WATER UTILITY  
 PO BOX 767  
 CEDARBURG WI 53012-0767



N30 W5926 Lincoln Blvd., PO Box 767, Cedarburg, WI 53012-0767  
 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC  
 Account No.: 289900-10

Service Address: N39W5789 HAMILTON RD LOWER LEVEL  
 Service Period: 4/1/2022 - 5/1/2022 (30 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE 15.05  
 PAYMENT 04/26/2022 -15.05  
**BALANCE FORWARD \$ 0.00**

**CURRENT CHARGES FOR SERVICE PERIOD 4/1/2022 TO 5/1/2022:**

LOAD FACTOR 0.0%  
**ELECTRIC**  
 GENERAL SERVICE 1-PHASE (GS-1)  
 Customer Charge 14.00  
 Usage Charges  
 5.5% Sales Tax 0.77  
 Commitment to Community (PB) 0.28  
**Total Electric Charges \$ 15.05**  
**CURRENT CHARGES \$ 15.05**

**TOTAL AMOUNT DUE BY 5/26/2022 \$ 15.05**

\* Pre-Authorized Do Not Pay \*

**MESSAGE BOARD**

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**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
05/01/2022	0			
04/01/2022	0			
03/01/2022	0			
02/01/2022	1	0		
01/01/2022	0			
12/01/2021	0			
11/01/2021	0			
10/01/2021	0			
09/01/2021	0			
08/01/2021	0			
07/01/2021	0			
06/01/2021	0			
05/01/2021	1	0		

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Please return this lower portion with your payment and make checks payable to Cedarburg Light & Water.

[3/4]



N30 W5926 Lincoln Blvd.  
 P.O. Box 767  
 Cedarburg, WI 53012-0767  
 (262) 375-7650  
 www.cedarburglightandwater.org

Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD LOWER LEVEL	
Account No	289900-10	
Due Date	5/26/2022	
Amount Due	\$15.05 By Due Date	\$15.20 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

Allow ample time for payments sent by mail, as your payment must reach our office by the due date to avoid the late payment charge.

CED0505C  
 2000000434 53/3

DRAKE CONSULTING GROUP LLC  
 118 GREEN BAY RD, STE 4  
 THIENSVILLE WI 53092-1662



CEDARBURG LIGHT & WATER UTILITY  
 PO BOX 767  
 CEDARBURG WI 53012-0767



N30 W5926 Lincoln Blvd., PO Box 767, Cedarburg, WI 53012-0767  
 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC	Service Address: N39W5789 HAMILTON RD
Account No.: 289995-10	Service Period: 4/1/2022 - 5/1/2022 (30 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE		34.66
PAYMENT 04/26/2022		-34.66
<b>BALANCE FORWARD</b>		<b>\$ 0.00</b>
<b>CURRENT CHARGES FOR SERVICE PERIOD 4/1/2022 TO 5/1/2022:</b>		
<b>WATER</b>		
Customer Charge		10.15
Water Used (Gallons@Standard Rate)	286 @ \$0.00343	0.98
Fire Flow Capacity Chrg (PFP)		8.88
<b>Total Water Charges</b>		<b>\$ 20.01</b>
<b>SEWER</b>		
Customer Charge		15.00
Sanitary Sewer (Gallons@Standard Rate)	286 @ \$0.00855	2.45
<b>Total Sewer Charges</b>		<b>\$ 17.45</b>
<b>CURRENT CHARGES</b>		<b>\$ 37.46</b>
<b>TOTAL AMOUNT DUE BY 5/26/2022</b>		<b>\$ 37.46</b>

\* Pre-Authorized Do Not Pay \*

**MESSAGE BOARD**

**MAY IS ELECTRICAL SAFETY MONTH**

It's easy to forget just how powerful electricity can be, but more than 50,000 house fires start each year because of common electrical safety mistakes. Help keep your family safe with these simple safety tips. Check cords for damage. Don't overload outlets with too many plugs. **Check out [www.esfi.org/home-safety](http://www.esfi.org/home-safety) for more tips!**

**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
05/01/2022			286	10
04/01/2022			53	2
03/01/2022			352	13
02/01/2022			524	17
01/01/2022			4	0
12/01/2021			6	0
11/01/2021			95	3
10/01/2021			452	15
09/01/2021			5	0
08/01/2021			10	0
07/01/2021			4	0
06/01/2021			187	6
05/01/2021			0	

Questions about your bill? We're right here in Cedarburg - give us a call or stop in and see us.



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[www.cedarburglightandwater.org](http://www.cedarburglightandwater.org)

Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD	
Account No	289995-10	
Due Date	5/26/2022	
Amount Due	\$37.46 By Due Date	\$37.83 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

Allow ample time for payments sent by mail, as your payment must reach our office by the due date to avoid late payment charge.



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 2000000435 53/4

DRAKE CONSULTING GROUP LLC  
 118 GREEN BAY RD, STE 4  
 THIENSVILLE WI 53092-1662



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 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

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Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC Service Address: N39W5789 HAMILTON RD COMMON PANEL  
 Account No.: 289700-10 Service Period: 5/1/2022 - 6/1/2022 (31 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE 27.23  
 PAYMENT 05/26/2022 -27.23  
**BALANCE FORWARD \$ 0.00**

**CURRENT CHARGES FOR SERVICE PERIOD 5/1/2022 TO 6/1/2022:**

LOAD FACTOR 7.6%  
**ELECTRIC**  
 GENERAL SERVICE 1-PHASE (GS-1)  
 Customer Charge 14.00  
 Usage Charges  
 Electricity Used (kWh@Standard Rate) 91 @ \$0.11850 10.78  
 Power Cost Adjustment (per kWh) 91 @ \$-0.00570 -0.52  
 5.5% Sales Tax 1.33  
 Commitment to Community (PB) 0.49  
**Total Electric Charges \$ 26.08**  
**CURRENT CHARGES \$ 26.08**

**TOTAL AMOUNT DUE BY 6/27/2022 \$ 26.08**

\* Pre-Authorized Do Not Pay \*

**MESSAGE BOARD**

**HIGH QUALITY WATER...AT YOUR TAP**

Our annual report on the quality of your drinking water is now available to you on our website at cedarburglightandwater.org. To view the report click on Water Dept, then click on Water Quality Report.

If you would like a paper copy of the report, please feel free to stop by our office and pick one up, or we would be happy to mail a copy to you. We are pleased to report that Cedarburg's public water supply once again meets or exceeds all standards for safe drinking water - and you can't beat the convenience or the cost of tap water, at less than a penny per gallon! Enjoy a glass today!

**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
06/01/2022	91	3		
05/01/2022	113	4		
04/01/2022	315	10		
03/01/2022	53	2		
02/01/2022	95	3		
01/01/2022	52	2		
12/01/2021	18	1		
11/01/2021	25	1		
10/01/2021	58	2		
09/01/2021	31	1		
08/01/2021	29	1		
07/01/2021	13	0		
06/01/2021	12	0		

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[1/5]



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Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD COMMON PANEL	
Account No	289700-10	
Due Date	6/27/2022	
Amount Due	\$26.08 By Due Date	\$26.34 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

Allow ample time for payments sent by mail, as your payment must reach our office by the due date to avoid the late payment charge.



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 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC  
 Account No.: 289800-10

Service Address: N39W5789 HAMILTON RD MAIN FLOOR  
 Service Period: 5/1/2022 - 6/1/2022 (31 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE 55.27  
 PAYMENT 05/26/2022 -55.27  
 BALANCE FORWARD \$ 0.00

**CURRENT CHARGES FOR SERVICE PERIOD 5/1/2022 TO 6/1/2022:**

LOAD FACTOR 21.0%  
**ELECTRIC**  
 GENERAL SERVICE 1-PHASE (GS-1)  
 Customer Charge 14.00  
 Usage Charges  
 Electricity Used (kWh@Standard Rate) 297 @ \$0.11850 35.19  
 Power Cost Adjustment (per kWh) 297 @ \$-0.00570 -1.69  
 5.5% Sales Tax 2.61  
 Commitment to Community (PB) 0.95  
**Total Electric Charges \$ 51.06**  
**CURRENT CHARGES \$ 51.06**

**TOTAL AMOUNT DUE BY 6/27/2022 \$ 51.06**

\* Pre-Authorized Do Not Pay \*

**MESSAGE BOARD**

**HIGH QUALITY WATER...AT YOUR TAP**

Our annual report on the quality of your drinking water is now available to you on our website at cedarburglightandwater.org. To view the report click on Water Dept, then click on Water Quality Report.

If you would like a paper copy of the report, please feel free to stop by our office and pick one up, or we would be happy to mail a copy to you. We are pleased to report that Cedarburg's public water supply once again meets or exceeds all standards for safe drinking water - and you can't beat the convenience or the cost of tap water, at less than a penny per gallon! Enjoy a glass today!

**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
06/01/2022	297	10		
05/01/2022	373	12		
04/01/2022	210	7		
03/01/2022	942	34		
02/01/2022	1,451	47		
01/01/2022	769	25		
12/01/2021	1,127	38		
11/01/2021	47	2		
10/01/2021	24	1		
09/01/2021	52	2		
08/01/2021	16	1		
07/01/2021	14	0		
06/01/2021	5	0		

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Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD MAIN FLOOR	
Account No	289800-10	
Due Date	6/27/2022	
Amount Due	\$51.06 By Due Date	\$51.56 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

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 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC  
 Account No.: 289900-10

Service Address: N39W5789 HAMILTON RD LOWER LEVEL  
 Service Period: 5/1/2022 - 6/1/2022 (31 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE 15.05  
 PAYMENT 05/26/2022 -15.05  
**BALANCE FORWARD \$ 0.00**

**CURRENT CHARGES FOR SERVICE PERIOD 5/1/2022 TO 6/1/2022:**

**ELECTRIC**  
 GENERAL SERVICE 1-PHASE (GS-1)  
 Customer Charge 14.00  
 Usage Charges  
 5.5% Sales Tax 0.77  
 Commitment to Community (PB) 0.28  
**Total Electric Charges \$ 15.05**  
**CURRENT CHARGES \$ 15.05**

**TOTAL AMOUNT DUE BY 6/27/2022 \$ 15.05**

\* Pre-Authorized Do Not Pay \*

**MESSAGE BOARD**

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Our annual report on the quality of your drinking water is now available to you on our website at cedarburglightandwater.org. To view the report click on Water Dept, then click on Water Quality Report.

If you would like a paper copy of the report, please feel free to stop by our office and pick one up, or we would be happy to mail a copy to you. We are pleased to report that Cedarburg's public water supply once again meets or exceeds all standards for safe drinking water - and you can't beat the convenience or the cost of tap water, at less than a penny per gallon! Enjoy a glass today!

**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
06/01/2022	0			
05/01/2022	0			
04/01/2022	0			
03/01/2022	0			
02/01/2022	1	0		
01/01/2022	0			
12/01/2021	0			
11/01/2021	0			
10/01/2021	0			
09/01/2021	0			
08/01/2021	0			
07/01/2021	0			
06/01/2021	0			

Questions about your bill? We're right here in Cedarburg - give us a call or stop in and see us.



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Shared strength through WPPI Energy

Service Addr	N39W5789 HAMILTON RD LOWER LEVEL	
Account No	289900-10	
Due Date	6/27/2022	
Amount Due	\$15.05 By Due Date	\$15.20 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

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 Phone: 262-375-7650 | email: generalmail@cedarburglightandwater.org  
 Website: www.cedarburglightandwater.org

Shared strength through WPPI Energy

Customer: DRAKE CONSULTING GROUP LLC  
 Account No.: 289995-10

Service Address: N39W5789 HAMILTON RD  
 Service Period: 5/1/2022 - 6/1/2022 (31 DAYS)

**STATEMENT ACTIVITY**

PREVIOUS BALANCE 37.46  
 PAYMENT 05/26/2022 -37.46  
**BALANCE FORWARD \$ 0.00**

**CURRENT CHARGES FOR SERVICE PERIOD 5/1/2022 TO 6/1/2022:**

**WATER**

Customer Charge 10.15  
 Water Used (Gallons@Standard Rate) 98 @ \$0.00343 0.34  
 Fire Flow Capacity Chrg (PFP) 8.88  
**Total Water Charges \$ 19.37**

**SEWER**

Customer Charge 15.00  
 Sanitary Sewer (Gallons@Standard Rate) 98 @ \$0.00855 0.84  
**Total Sewer Charges \$ 15.84**  
**CURRENT CHARGES \$ 35.21**

**TOTAL AMOUNT DUE BY 6/27/2022 \$ 35.21**

**\* Pre-Authorized Do Not Pay \***

**MESSAGE BOARD**

**HIGH QUALITY WATER...AT YOUR TAP**

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**USAGE HISTORY**

Service Period	ELECTRIC USAGE (kWh)		WATER USAGE (Gal)	
	Total kWh	Avg/Day	Total Gallons	Avg/Day
06/01/2022			98	3
05/01/2022			286	10
04/01/2022			53	2
03/01/2022			352	13
02/01/2022			524	17
01/01/2022			4	0
12/01/2021			6	0
11/01/2021			95	3
10/01/2021			452	15
09/01/2021			5	0
08/01/2021			10	0
07/01/2021			4	0
06/01/2021			187	6

Questions about your bill? We're right here in Cedarburg - give us a call or stop in and see us.



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 www.cedarburglightandwater.org

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Service Addr	N39W5789 HAMILTON RD	
Account No	289995-10	
Due Date	6/27/2022	
Amount Due	\$35.21 By Due Date	\$35.56 After Due Date
Amount Paid	* Pre-Authorized Do Not Pay *	

Allow ample time for payments sent by mail, as your payment must reach our office by the due date to avoid the late payment charge.



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DRAKE CONSULTING GROUP LLC  
 118 GREEN BAY RD, STE 4  
 THIENSVILLE WI 53092-1662



**Arnold's Environmental Services, Inc.**

PO Box 80353  
Saukville, WI 53080  
Phone: (262) 675-2497  
Fax: (262) 675-9073  
www.arnoldsenvironmental.com

B3

CUSTOMER NO	009883
INVOICE DATE	4/19/2022
INVOICE NO	0000829141
CUSTOMER PO	
DUE DATE	5/4/2022

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@ArnoldsEnvironmental

DATE	FREQUENCY	DESCRIPTION	QUANTITY	RATE	AMOUNT
------	-----------	-------------	----------	------	--------

**New Charges**

**Site 009883-0001 - Amcast - N39W5789 Hamilton Rd, Cedarburg**

04/19/2022 - 05/16/2022	Weekly	Construction Unit	1.00	\$116.00	\$116.00
		County Tax			\$0.58
		Wisconsin State Tax			\$5.80

**Total New Charges: \$122.38**

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

**Arnold's Environmental Services, Inc.**

PO Box 80353  
Saukville, WI 53080  
Phone: (262) 675-2497

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
009883	4/19/2022	0000829141	\$122.38
CHECK NO		AMOUNT ENCLOSED	
		\$	

**Be sure to write your customer number on your check**

Drake Consulting Group  
118 Green Bay Rd  
Thiensville, WI 53092-1623



we-energies.com

Customer Service  
24-Hour Gas Emergencies

800-714-7777  
800-261-5325

83

Bill Date	Account Number	Next Meter Read Date	Amount Due	Payment Due Date
04/08/2022	0732079949-00002	05/09/2022	\$581.31	05/02/2022

**Customer Name** OLIVER FIONTAR, LLC  
**Service Address** LOWER LOWER LEVEL  
 N39W5789 HAMILTON RD.  
 CEDARBURG WI 53012-2915

**Activity Since Last Bill**

03/23/2022	Previous Balance	\$2,167.05
03/31/2022	Payment	-\$2,167.05
	Balance	\$0.00
	Total Current Charges	\$581.31
	Total Current Balance	\$581.31

**Gas Service**

Firm Comm/Ind Sales Class 1 (WGC) Fg-1

Meter 0WG2211652	Actual Reading 04/07/2022	2769
	Actual Reading 03/07/2022	-2124
	Total Gas Use	645 CCF

645 CCF x 1.052 BTU = 678.5 Therms

**Local Distribution Service**

Facilities	31 Days at \$0.33000	\$10.23
Distribution	678.5 Therms at \$0.29240	\$198.39

**Gas Supply Service**

Base Gas	678.5 Therms at \$0.36240	\$245.89
PGA	678.5 Therms at \$0.12530 (24/31 Days)	\$65.82
PGA	678.5 Therms at \$0.21480 (7/31 Days)	\$32.91

**Other Service Charges/Credits**

2017 Tax Cut-Deferred Tax Credit	678.5 Therms at -\$0.00330	-\$2.24
----------------------------------	----------------------------	---------

**Taxes**

WI State Tax	5% of \$551.00	\$27.55
WI County Sales Tax Ozaukee	0.5% of \$551.00	\$2.76

**Subtotal: \$581.31**

**Gas Service Total: \$581.31**

**Messages**

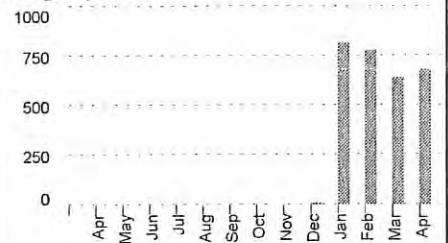
View your bill online anytime in My Account. Visit our website to sign up.  
 Even out your energy bills! Enroll in Budget Billing by paying exactly \$446.00, rather than the amount due shown. This will then be your monthly Budget amount. Every six months, your account will be reviewed and your payment may be adjusted to better reflect your actual use.

**Account Summary**  
Bill Period: 03/08/2022 to 04/07/2022

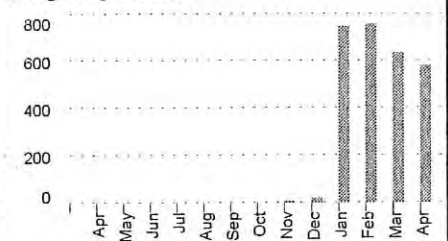
	Apr 2022	Mar 2022
Billing Days	31	28
Avg Temp	37°F	30°F
Heating Deg Days	860	994
Cooling Deg Days	0	0
Therms Used	678.5	637.4
Avg Therms / Day	21.9	22.8
Utility Gas Cost	\$0.36	\$0.36

**Graphs**

**Usage by Month** Therms



**Charges by Month**



ACCOUNT NUMBER: 0732079949-00002

INVOICE: 4097933391

Page 1 of 1

WEC\_AFP\_WEE\_Out 12650

{8}

2025 10/28

Please return this stub with your payment.



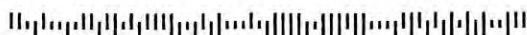
ACCOUNT NUMBER: 0732079949-00002

**Amount Due By 05/02/2022 \$581.31**

Please write your account number on your check

Amount Enclosed

[Empty box for amount enclosed]



000007641 01 AV 0.426 000638151348410 P Y  
 OLIVER FIONTAR, LLC  
 N105W7585 CHATHAM ST  
 CEDARBURG WI 53012-3255

We Energies  
 PO Box 6042  
 Carol Stream IL 60197-6042



0300732079949000023 40000581.31



C O N D O N   L A W   F I R M ,   L L C

Jacques C. Condon  
[jacques@condon-law.com](mailto:jacques@condon-law.com)  
414-759-5970

October 4, 2023

**Via E-Mail**

Attorney Michael P. Herbrand (mike.herbrand@housemanlaw.com)  
Houseman & Feind, L.L.P.  
1650 Ninth Avenue  
Grafton, Wisconsin 53024

**Re:    Oliver Fiontar, LLC (former Amcast site, Cedarburg)  
      NOTICE BY DEVELOPER PURSUANT TO DEVELOPMENT  
      AGREEMENT**

Dear Mr. Herbrand:

This letter is sent as a follow-up to my letter of September 8, 2023, and on behalf of my client, Oliver Fiontar, LLC ("Oliver"). Oliver owns portions of the Amcast Industrial and Amcast Automotive sites located in Cedarburg, Wisconsin ("Amcast"). Your clients, the City of Cedarburg ("City") and the City's Community Development Authority ("CDA"), entered into a written Development Agreement with Oliver, dated March 26, 2018 ("Agreement"). Please consider this letter as notice that Oliver is requesting an amendment to that Agreement. The amendment relates to the following items:

1. Dates to achieve estimated fair market value of redevelopment (3(e)).
2. Release of developer assistance payments (4(b)).
3. Project gap financing documentation (4(c)).
4. Communication with EPA and Wisconsin DNR (4(e)).
5. Snow removal (as addressed in 2022).

My discussion of these items is addressed below. I can also advise that, in response to questions raised by the City/CDA, attached are my client's responses and that, on Monday, September 25, 2023, I provided a repair/maintenance summary letter from my client's engineering consultant. After your review of this letter and the attachments, please advise when we can have a discussion. Thank you for the consideration.

## DEVELOPMENT AGREEMENT

Before addressing each of the notice-items above, I begin by summarizing the Development Agreement. That Agreement replaced a Memorandum of Understanding between the parties, and, per its language, was to provide what were generally identified as Developer Assistance funds and Project Gap financing for planned development of the Amcast property. In doing so, the parties recognized that the property was: (i) blighted; (ii) contaminated (by various hazardous substances); and (iii) part of the larger property included on the United States Environmental Protection Agency National Priorities List. Oliver's ultimate intent, per the language of the Agreement, was to establish a mixed use development with residential and commercial retail components. It is my understanding that the CDA was created by the City, for Amcast, to provide for a quasi-governmental entity acting as a conduit for property acquisition.

In terms of payment and property-expectation, both were generally identified in the Agreement. Oliver was to be paid financial assistance, per a schedule, and draw requests that would be reviewed by the CDA or its designated agent. Attached to the Agreement was an Exhibit C, identified as "the Developer's Project Plan cost timeline". Exhibit C was not a budget and, instead, identified anticipated task and item descriptions, along with associated anticipated expenditures for each task/item. The descriptions themselves were generalized, as were the rounded-expenditure totals. While the Agreement discussed points and milestones per Exhibit C, the timeline itself identified near term (Q1 to Q4) expenditures and 3-year annual expenditures. Thus, the Agreement had a short-term and long-term component for action and development.

Moreover, the timeline of 3-year expenditures -- i.e. the use of tax incremental funds on the project -- appears to be consistent with development expectations. Per the Agreement, Oliver was to begin work on the commercial office building located on the South Parcel, and do so almost immediately. Oliver did this. Per the Agreement, Oliver was to achieve an initial fair market value of \$275,000. Oliver did this. Per the Agreement, and beyond this initial phase, other development had a longer construction timeline. For instance, there was an expectation that Oliver would commence construction -- i.e. digging a foundation or erecting a structure -- but without a specific deadline to do so. Likewise, Oliver was to achieve additional fair market value by certain dates, although the valuation was estimated. That is, other than the initial \$275,000 figure (met by Oliver), the other valuation estimates ran from January 2024 to January 2027. Per the Agreement, the estimated fair market value of the development was estimated to exceed \$10 million by January, 2027.

Finally, there were exceptions, both to construction commencement (which had no date deadline) and achieving estimated fair market value. For instance, the Agreement included a force majeure provision (10(h)). Should Oliver experience a delay or hinderance to performance beyond its reasonable control, "the performance of any such act shall be extended for the period of delay". Similarly, in the event of delays in Oliver obtaining permits and other government approvals, completion dates "shall be extended for a period of time commensurate with delays in said approvals and remediation plan" (5(h)). With both provisions, delay cannot be caused by Oliver; Oliver was/is to make good faith and reasonable efforts to timely obtain permits and approvals.

In summary, each side committed to near-term action in both payments and work at the property, with the long-term intent of redevelopment achieving estimated fair market value on a timeline within control of the developer.

### MEETING REQUESTS

With terms of the development agreement in mind, I now turn to the individual requests for a meeting. The requests can be found in different parts of the Agreement, including the force majeure and permit sections, just as there are good faith obligations inferred into every contract. It is with that intent that Oliver requests a meeting on the following matters:

#### **1. Dates to achieve estimated fair market value of redevelopment (3(e)).**

As described above, the Agreement includes estimated fair market value for the development, with the last four of those dates running from 2024 to 2027, stated this way:

1. \$275,000 no later than January 1, 2020;
2. \$2,775,000 no later than January 1, 2024;
3. \$4,775,000 no later than January 1, 2025;
4. \$7,275,000 no later than January 1, 2026;
5. \$10,025,000 no later than January 1, 2027.

Neither party is disputing that there have been issues beyond the control of the developer, preventing development. That is, when the parties entered into the Agreement, they were aware of a general EPA clean-up as a near-term event, with a 2024- increment (per the Agreement) well-within that timeline. But since 2018, there was a government shutdown in or about 2019/2020, governmental impacts from Covid-19-based shutdowns, and, as learned at a recent meeting involving government agencies, the Wisconsin DNR has not even requested funding for its portion of clean-up costs. The EPA recently issued its Record of Decision that identifies the delay, lack of Wisconsin-contributed funds, and the status of its clean-up.

The best-estimates of EPA clean-up are now in 2028/2029. In fact, per the EPA and Wisconsin DNR, they are promoting a clean-up of the Amcast parcels *last* in the rotation, as opposed to *first*, which puts the timeline at the back-end of clean-up.

Moreover, the EPA's planned remediation work (and cost estimate) for the Amcast-property totals nearly \$20 million in addressing soil contaminants and storm sewers on the property, identified as follows:

Amcast North: Excavation, Offsite Disposal, Backfill and Site Restoration (Cost: \$2,986,482)

Amcast South - AMS-4: Excavation, Offsite Disposal, Backfill, and Site Restoration (Cost: \$7,933,312)

Storm sewers north - SSN-3: Abandon Amcast North Building Storm Sewers, Remove Non-Building Storm Sewer Piping, Excavation of Pipes and Backfill, Offsite Disposal, Backfill, and Site Restoration (Cost: \$3,122,871)

Storm sewers south - SSS-4: Remove Storm Sewer Piping, Excavation, Offsite Disposal, Backfill, and Site Restoration (Cost: \$4,303,000)<sup>1</sup>

According to the EPA, its clean-up activity will achieve a residential-standard of clean-up, meaning, upon completion, the property will be prepared (and remediated) to accomplish the mixed-use development that was part of the Agreement.<sup>2</sup>

Based on this understanding, Oliver requests a meeting to discuss dates to achieve estimated fair market value. Rather than date-certain, sample language could be "within three years of substantial completion of clean-up activity" or "to be set upon commencement of clean-up activity".

## **2. Release of developer assistance payments (4(b)).**

The second issue relates to the non-payment of funds to Oliver, and this issue relates to inclusion within the Agreement of a series of developer-assistance payments. My understanding is that the first payment was made, the second payment was requested by Oliver, and the final two payments are paid upon achieving incremental development. It is the second and unpaid payment that is at issue. That payment reads this way:

2. \$70,000 upon Developer showing proof of razing and removal of all existing buildings on the Property except the commercial office building currently located on the Southern Parcel and, at Developer's discretion, the Industrial Office building located on the Northern Parcel. For purposes of this paragraph, razing shall not be deemed complete until all structures are removed from the Property, as described herein, and the Property is secure for access by Developer and its contractors and invitees.

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<sup>1</sup> The EPA issued a Record of Decision was posted a few days ago. There was no communication with the Developer that this was coming; regardless, it was issued and announced to the nation as a total clean-up cost of approximately \$40 million (roughly half of which it to the Amcast property).

<sup>2</sup> There has been discussion on commencing construction *without* EPA clean-up. To this end, Oliver discussed development on the South Parcel of the Amcast property, including phased-development of less-impacted sites. Any development is complicated as, from the EPA's own determination, a self-clean-up (per the EPA-task) is likely cost-prohibitive and, even if not solely cost-driven, both Oliver and the City/CDA (as owner and acquisition-entity of the property) take on environmental exposure for clean-up activity. While such discussion can and should continue, the phased clean-up is complicated.

To be sure, this provision was identified in my September 8, 2023 letter. As stated in that letter, the most-recent "reports" attached to the City's August 17 letter demonstrate the buildings have been razed and that my client has secured access for itself, its contractors and invitees. Per this provision, payment became due upon the razing of structures on the property, and securing access for Developer and its contractors and invitees.

My request of the City is to discuss this payment and whether the City is withholding the payment for a particular reason(s) tied to the Agreement. For instance, in recent communications there is an inference that the City believes it has the right to look to the property-owner to address any issues that the City has with the property. The suggestion appears to be based on reports from other entities (i.e. the City's inspector, fire department and police department). Respectfully, such issues are not part of the Agreement, and, instead, are properly viewed outside the context of meeting development-goals. In other words, such *other* issues cannot be cause for declaring a breach of the Agreement, nor could any such issues be viewed without understanding the larger-context of the site: that development remains subject to governmental clean-up and governmental approvals. Regardless, my client is aware of *other* issues raised by the City related to fire/police/inspection, and in recent communication, has suggested a separate meeting to discuss (as well as provided a report from its engineer).

Accordingly, if payment is being withheld or being made contingent on achieving other items, Oliver will need to know those items -- and I request discussion on the payment due.

### **3. Project gap financing documentation (4(c)).**

The third item for discussion relates to requested documentation. In this case, and addressed in my September 8, 2023 letter, the City propounded a series of questions to Oliver, almost all of which are tied to the Exhibit C to the Agreement. While the City has not grounded such questions on a particular provision of the Agreement -- meaning, Oliver's obligations per the Agreement were to support any payment request with documentation requested -- Oliver's project management fees were gap financing requests as opposed to a line-by-line audit of each item.

Regardless, Oliver has put together a response to the City's request and reviewed the materials that were submitted for payment. That response is attached. To the extent the City/CDA requests additional information, Oliver requests a meeting to discuss the purpose of the requests, how they relate to the Agreement, specific provisions within the Agreement, and the expectations of the parties in entering into the Agreement and performing work to-date. It is hoped that the responses to the questions will clarify past-work and status of the project.

### **4. Communication with EPA and Wisconsin DNR (4(e)).**

The fourth items for discussion is in Section 4(e) of the Agreement, related to City/CDA discussion with governmental agencies. Here, Oliver has the right to be aware of communication with the EPA and Wisconsin DNR before it happens, a right to 48-hour advance notice of communication, and the right to attend any meeting or teleconference, stated this way:

(e) Documentation and Correspondence with Governmental Agencies. The Developer shall further provide the CDA with copies of all reports that are submitted to the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources or other documentation confirming requests to any governmental agency or authority having jurisdiction over the remediation of the Property for the issuance of grants or low-interest loans related in any way to the Property or the work to be conducted thereon. Such copies of documentation or correspondence shall be provided to the CDA or its designated agent at the same time (simultaneously) that it is provided to the governmental agency or authority. The CDA, City or their agents, representatives, and assigns **agree that they will not communicate or provide information** to the EPA or the Wisconsin Department of Natural Resources regarding the Development **without notifying** Developer at least 48 hours in advance of the communication and, if applicable, of **the Developer's right to attend any meeting or teleconference** by and between the CDA, City, or their agents, representatives, or assigns and the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources.

(emphasis added). My understanding is that this provision requires notification *before* City discussion with the government entities and a right to attend any meeting or teleconference. Indeed, in my communication of September 8, 2023, a series of documents were provided for review by the City/CDA. Among these items were communications with the Wisconsin DNR on a site investigation work plan. Moreover, at least over the last few years, most of the communication with the EPA and representatives of the City has been initiated by Oliver, and included the City -- hence, there has been no problem when the parties work together.

The larger issue relates to other discussion with the EPA and Wisconsin DNR by the City. I am aware of recent discussion when a representative of the Wisconsin DNR visited the City. I am aware of other discussion related to Mr. Burns's interactions with the Wisconsin DNR on another project, and how those interactions are impacting Amcast. An open records request demonstrated more discussions between the City and Wisconsin DNR, without Oliver. The problem, of course, is not interactions self-initiated by the governmental entity itself, but that, when it relates to this project, Oliver needs to know of developments, be allowed to proceed with Amcast in good faith, and know that, on a multi-million dollar development, the City/CDA is getting neither bad information nor impeding progress (intended or unintended).

My belief is that this issue can be resolved, and I look forward to discussions with the City/CDA to re-affirm this provision and/or any protocol.

##### **5. Snow removal (as addressed in 2022).**

The final issue relates to snow-removal at the property. Both parties were involved in past-negotiation for the cost of snow-removal. It is my understanding the negotiation led to a draft-amendment to the Development Agreement, and approved payment *by the City* for the \$50,000 in snow-removal costs. Oliver now asks that this issue be addressed -- and requests a meeting to discuss finalizing the amendment.

CONCLUSION

In summary, there are five items that Oliver is requesting a meeting with the City/CDA, to discuss:

1. Dates to achieve estimated fair market value of redevelopment (3(e)).
2. Release of developer assistance payments (4(b)).
3. Project gap financing documentation (4(c)).
4. Communication with EPA and Wisconsin DNR (4(e)).
5. Snow removal (as addressed in 2022).

Perhaps a sixth-item would include the engineers report. My view of the Development Agreement and past issues suggests that the need to amend dates is not in dispute; the developer has met the requirements for release of developer assistance payment; the developer has provided financing documentation; the parties have had an ongoing issue with government communication; and snow removal was discussed, and agreed, but never finalized.

After your review of this letter and the attachments, please advise when we can have a discussion. Thank you for the consideration.

Very truly yours,

s/ Jacques C. Condon

Jacques C. Condon

cc: Atty C. Sweeney

ATTACHMENTS:

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# AMCAST PROJECT CITY OF CEDARBURG

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## SUPPLEMENTAL RESPONSES TO QUESTIONS FROM CEDARBURG REGARDING AMCAST

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To: Attorney Michael Herbrand  
Houseman & Fiend, L.L.P.  
1650 Ninth Avenue  
Grafton, Wisconsin 53024  
via email: (mike.herbrand@housemanlaw.com)

Now comes Oliver Fiontar, LLC ("Oliver"), with supplemental responses to questions posed by the City of Cedarburg / Cedarburg Community Development Authority (collectively "the City") related to portions of the Amcast Industrial and Amcast Automotive sites located in Cedarburg, Wisconsin ("Amcast"). Similar questions were raised by the City in November, 2022, with Oliver's response as follows:

1. What's going on with the structure on the southeastern portion of the North Parcel?  
The North Parcel used to look like this:



After demolition work, a small portion was left. It now looks like this:



The building borders a neighboring property and impacted soils. Future redevelopment of the building or building removal is subject to EPA's work. If the EPA intends on removing soils from along the property line and the southern portion of the structure, then the entire structure likely will have to be removed as part of the EPA's work and oversight in order to access the soils. Until we know the EPA's finalized remedial action plan, we will not know whether the building can remain and be redeveloped or if it is to be removed by EPA.

2. Clean-up on the outside of the office building, why doesn't the developer do this?

This question is one of landscaping. Oliver does not have an objection provided it is approved by the DNR / EPA and makes sense in the overall work. The entire site is within the EPA superfund site. Oliver has agreements with both the DNR / EPA not to interfere with the EPA's site work and its environmental removal efforts. Oliver also has to provide cooperation with the EPA which may include providing access and use of portions of the land for environmental clean-up. This means that, for larger portions of the site, trees, shrubs, landscaping, etc., would require approval of the government entities and likely be removed as part of the EPA's work. In contrast, the office building can be addressed for some things, and I understand both the DNR and EPA have indicated that landscaping may be a possibility. To-date, the outside of the building has been cleaned as part of the cleaning and clearing process. Also, in 2018/2019, Oliver had discussions with the City concerning snow removal and other line-items. Oliver has no issue with having those same discussions. It also makes sense to have those discussions once the City is provided the EPA's finalized remedial action plan. It is suggested that the City appoint someone from the CDA to have direct-discussions on beautifying the site once the EPA's finalized remedial action plan has been implemented.

3. Have contractors been paid?

All contractors have been paid. There are no known or anticipated wage claims anticipated to be made with the Department of Workforce Development. If the City has contrary information, please provide it for discussion.

4. Are hours-worked accurate?

This question appears to be from a citizen. Hours-worked are accurate. The issue appears to be based on an assumption/speculation that a monthly-invoice would only include monthly-time. It typically does not. For instance, any billing is generally submitted when received, so if a contractor billed multiple months after completing work, all that billable time would have been included in an invoice for a single month. Likewise, in agreement with the City and CDA's request, certain project material-costs were converted to hours worked for billing purposes, so this practice too would increase a monthly report of time. So what may appear as 596 hours expended for one month by a single entity or a large monthly invoice are actually unbilled hours spent on the project, when submitted, across the entire project and could include project material-costs that were converted to hours worked for billing purposes. Rather than reliance upon a single snapshot of any one-month, the appropriate comparison for hours and expenses is through the spreadsheet of project costs maintained by the third party reviewer. That spreadsheet identifies where costs were expended by category. If the City has contrary information, please provide it for discussion.

5. Future questions?

The developer and City are going to work on a protocol for addressing questions that may arise and out-going questions to the EPA/DNR. This would include handling questions from the CDA or Common Council. This would include regular reports for Amcast.

Also, so the Common Council is aware, this protocol likely would include a status of outstanding notices between the developer and the DNR. For instance, a citizen raised an issue regarding DNR notices for the site. Once again, there has been inaccurate assumption/speculation. The notices have been discussed with the City in the past, and were discussed with the EPA when it was at the site a few weeks ago. The notices primarily relate to a Work Plan that awaits final DNR approval. The Work Plan was timely submitted to the DNR years ago, was amended once at the DNR's request, and has been the subject of continued discussion (including at the inspection a few weeks ago). The DNR also provided sample work plans for review, demonstrating that the work plan process can take years and many revisions, and is likely to be resolved as part of the EPA's remedial action plan. The general status timeline of investigation at Amcast is this:

early 1990's -- first recorded investigative activities at Amcast site by DNR

Approx Aug, 2009 -- EPA records indicate that Remedial Investigation / Feasibility Study commenced

Sept 2009 -- EPA initial assessment; Amcast site listed on National Priorities List (making it eligible for Superfund program); Amcast Industrial Site Work Plan (approved by DNR)

2011 -- Remedial Investigation / Feasibility Study Amcast Industrial Site Quality Assurance Project Plan (reviewed by the DNR)

2015 -- Final Investigation Report (reviewed by the DNR)

2017 -- Remedial Alternatives Evaluation Report (reviewed by DNR)

early 2023 -- anticipate timing of Remedial Action plan from EPA (approved by the DNR), with public comment period

Given the anticipated remedial action plan in the coming weeks/months, an updated protocol is a good first step to address issues. If the Common Council has a suggestion for a protocol, please provide it for discussion.

#### SUPPLEMENTAL RESPONSE OF OCTOBER 4, 2023

Oliver now supplements that response and otherwise responds to similar questions raised by the City, by and through its consultant. In doing so, Oliver: (1) reserves the right to modify, delete, or change any of the following responses as additional information becomes available; (2) objects to any response that exceeds obligations of those agreed to by the parties and/or required by any contract between them; and (3) will not respond and affirmatively does not waive any privilege that may exist related to Amcast, legal counsel, or communication between the parties. Oliver's responses should be considered as provided in good faith and in an effort to address, amicably, questions of the City. Subject to this understanding, Oliver responds as follows:

**1. Task A1 - The city is looking for copies of all diagrams and figures associated with the installation of wells and borings. Could you provide the wells used for the monitoring and your understanding of how the selection of the well and boring locations was determined/approved? Was there approval from the WDNR or EPA for this phase? 47% Of the estimated costs in this category have been incurred. Can you provide details of the additional work that needs to be completed related to this phase?**

RESPONSE: There were no wells and borings installed by Developer. The EPA, DNR and former owners of the site conducted boring samples and installed monitoring wells, as depicted in the analysis conducted by CH2M Hill. See the CH2M reports for location and date(s). Oliver also requested approval from the DNR, as part of its work plan, for additional soil borings -- the DNR did not approve that request. Based on the non-approval and the EPA's work, Oliver is no longer requesting approval for additional boring samples. After or during the course of remediation, additional work in this category may be conducted, the current scope of which is unknown. Work to-date related to study and

review of the file materials (including those on the EPA and DNR websites), and the analysis of groundwater and vapor samples obtained since 2018.

Finally, contrary to the statement in the question, the report prepared by the City's consultant (a report that Oliver did not prepare) used the word "budget" which, when applied in a general sense, would be an incorrect application. This project plan included estimated total cost(s), identifying items by task and category. For instance, where the consultant states that 47% of the original cost estimate was utilized, the suggestion comes from a "budget-identified spreadsheet" (which is using the wrong term). That spreadsheet actually estimates that 53% of the original estimate was utilized, not 47%, but the point is that, using the Department of Revenue guidelines on TIF, Oliver provided categories of TIF-eligible reimbursement costs, and the categories were included to reflect such potential costs, not to provide a hard-dollar "budget" on the work. The TIF approved the expenditure of \$XXX in total TIF-eligible reimbursement costs.

**2. Task A2 - Please provide a list or figures for the inventory of utilities which were identified for decommissioning. Which utilities have been decommissioned to date and can you summarize what more needs to be done? Are you aware of if there were any WDNR or EPA discussions on this task and completion of it? 42% of estimated costs have been incurred in this category.**

RESPONSE: 58% was estimated as costs incurred and identified with task A2, not 42%. Regardless, in terms of utility work, the EPA has included as part of its work for the site, the addressing of this issue. To-date, there is no electrical/utility service to the North Parcel and no electrical/utility service to the South Parcel (other than the existing building). Work performed during demolition activity included select portion of stormwater or sanitary lines that were either removed, capped or grouted (with other stormwater or sanitary lines included in the EPA clean-up). Electrical and water service was disconnected, in coordination with Cedarburg Light & Water. At this point it is unknown what additional work will need to be done, as the EPA has not finalized its plan or been conducting on-site remediation work.

**3. Task A3 - Can you provide any details of the disposal of hazardous waste and what was hazardous and the data which supported that decision? Which hazardous waste disposal site were the wastes sent to? 70% of costs have been incurred for this category. Can you provide the receipts/invoices for the Cities' records?**

RESPONSE: 30% of the estimated costs were incurred and identified with task A3, not 70%. Invoices/receipts were submitted to the City (see the City consultant's multi-page analysis of costs). In terms of removal, small quantities of mercury were removed from such things as thermostats and equipment control switches. That disposal was managed by Apogee Environmental. It was a small quantity. In addition to the hazardous/non-hazardous "clean sweep" activities conducted, solid waste characterization, removal and disposal activities were included in task A3. The majority of removal was not what would be considered hazardous waste, nor does task A3 only include such work. The remedial-phase asbestos abatement work was performed by Balistriero Environmental. What remained at

the site, following that work, was brick block, steel and demolition debris. Demolition debris was transported offsite in dumpsters by a commercial waste disposal hauler, with three different groups believed to be used at different times. Invoices were provided to the City. Steel was transported offsite for recycling. Alter was used for this and A&W. Brick block was stockpiled for future use, or used to backfill cavities. Finally, in terms of future work, and depending upon the EPA's work, there are "totes" at the site that have yet to be fully classified, with the full scope of work related to these "totes" or other waste disposal activity to be coordinated with the EPA/DNR during their clean-up.

**4. Task A4 - The City does not have any documents related to the pre or post remedial activity. Can you share what remedial activity was conducted? Please share any as-built-designs and field layouts for this task. Are you aware if remedial activities were discussed with the WDNR or EPA and were any designs or layouts shared with the regulatory agencies? 50% of costs incurred were incurred for this category.**

RESPONSE: The City was provided with copies of the pre-demolition and post-demolition asbestos remediation reports. The City's building inspector was on-site prior to demolition and asbestos abatement at both the North and South parcels. The DNR regional asbestos coordinator was on-site repeatedly during the asbestos remediation. The DNR (and the City) received copies of the asbestos remediation close-out reports. Work was performed per the DNR's requirements as outlined in the DNR's pre-demolition checklist. Lead-based paint assessments and pre-demolition asbestos assessments were performed on the North and South parcels, and the City's consultant was notified (believed to be GHD and/or R&R Water) of the results. Abatement and remediation of asbestos-contained building materials (ACBMs) was performed by Balistrieri Environmental.

**5. Task A5 - The City is looking for all post remediation monitoring data and a summary of any additional monitoring to be conducted? The budget is 100% spent. Was monitoring data shared with the WDNR or EPA? Which locations are being monitored? Please send all receipts/invoices for this category.**

RESPONSE: Upon information and belief, only one charge of approximately \$800 was attributed to this category, meaning 0% was identified for A5, not the other way around. This is also not a "budget" as explained above. For example, the categorizing of costs was not meant on an exclusive basis, meaning some costs may be included in other categories without recognition as a task A5-cost. The use of incorrect terminology has likely contributed to a misunderstanding of work performed.

With that correct understanding, groundwater monitoring was performed at accessible monitoring well locations since 2018 in an effort to obtain baseline groundwater conditions. This information was shared with EPA and the DNR and formed the basis for their understanding of then-current conditions at the site. The exact dates of sharing and results should be located within the BRRTS database. The groundwater sample events occurred in November 2018 and November 2019. At this point it is expected that the EPA will be conducting further monitoring at the site and the record of decision (from a few days ago) provides further information as to the scope of work the EPA intends to perform.

The EPA recently posted its Record of Decision, which perhaps could be posted or linked on the City's website as it better-reflects the long-term work and scope of remediation.

**6. Task A6- Please list the WDNR and EPA fees paid to date? Are you aware if there are more fees to pay? What were the fees for? Budget is 95% spent.**

RESPONSE: Only 5% of the estimated task costs has been applied to this category, not 95%. This is not a budget-item. Understanding that the estimated cost was intended to provide more information and not to track dollar-for-dollar per task, it is believed that fees were paid as reflected in invoices submitted to the City. Oliver paid fees for the tax cancellation agreement and for the DNR's review of the work plan. In terms of future fees, they are understood as fees-necessary to get the site to closure, which is likely a fee covered by the EPA.

**7. Task A7- Please provide an explanation of the exact location and building where the subsurface venting system was installed or where vapor mitigation was warranted and completed. The City would like copies of all soil gas data and indoor air data if collected. Has this data been provided to the WDNR? Were any systems installed approved by the WDNR/EPA? If so, please provide written approvals. Was any work completed within the parking structure or the air handling systems? The budget for this task is 100% spent. Please provide any data, plans and drawings associated with this task.**

RESPONSE: 0% has been assigned to this task, noting, per the information above, that the tracking of costs was not on a dollar-for-dollar by category. With this understanding, no subsurface venting systems have been installed as of yet, with the EPA's remediation not yet completed. Further analysis of the contaminants of concern by both Drake and EPA have indicated a diminished risk of potential concerns at this site. Nevertheless, the EPA's remedial activities are anticipated to include further analysis beyond that which has already been performed. The existing office building has been equipped with an HVAC system that has the potential to address vapor migration, as part of the task A15 item description.

**8. Task A8- Please provide copies of the as-built drawings and the cap design and a figure of the area of the cap and what was used to cap the designated area? Is there a cap maintenance plan in place? 66% of the task is incurred.**

RESPONSE: From a tracking perspective, only 34% has been tracked to this item. Nevertheless, preliminary cap design considerations have been evaluated but not finalized due to lack of approved (future) building plans for the site. No new construction has taken place as of yet. There are no as-built drawings as of yet.

**9. Task A9- Please again provide documents or details associated with this cap and where asphalt and concrete pavement have been placed at the site. What additional vapor barrier was completed and where were subgrade improvements made? 100% of task incurred.**

RESPONSE: Subject to the response to task A8 (noting that 0% has been assigned to this particular task), it is not believed that anything was categorized for this particular task.

**10. Tasks A10 and All- please provide all information you have on the stormwater study and any topographic surveys if completed. Explain what stormwater analysis was conducted and by whom? Please provide a copy of the analysis.**

RESPONSE: Work on this task was minimal, tracking to 17% of the original estimated amount. Topographic surveys were done by others (Fox Valley) with copies to the City and its consultant. Drake conducted the preliminary stormwater analysis which has not yet be finalized as the development plans have not been confirmed (and are subject to clean-up by the EPA).

**11. Task A18- Please explain what remedial phase was conducted using this budget. Please also explain why the funds spent exceeded the original budgeted amount.**

RESPONSE: Subject to a general understanding of what was a project plan that provided estimated total cost (and categories of such costs), and which would not be considered a "budget" of a hard dollar-for-dollar tracking, there is a problem with the question itself. The site investigation report for this site was approved by the DNR and EPA in 2015. The term "remedial phase" as it relates to this TIF project entails any activities conducted after that date but prior to closure of the site. An example can be found in Draw #1. As part of this draw, October 13, 2018 emails were sent to the City, its attorneys, and the City's consultant, that identified a labor rate schedule, tracking per the estimated costs, and the categorizing of cost-items. Discussion occurred before and after this submission, with the total line-items identified (and approved) by the City, as submitted.

Moreover, in terms of the overall project, the primary work of demolition well-exceeded what was expected in both time and cost. This meant that remediation phase work, on behalf of Oliver, would be much greater in this category. This also means that, compared to other categories of work, not much was done based on timing and the status of re-development (as we wait on EPA clean-up).

**12. Task B2- Were the impacted soils accessed directly beneath the building where asbestos abatement was needed? Please provide a figure or any information of the area in which work was done and how soils were handled. Can you explain why the budget for this category has been exceeded by \$160,000?**

RESPONSE: The building was torn down to provide easier access for the EPA to conduct its clean-up activities beneath buildings that existed prior to 2018. This was the primary purpose of having tax incremental financing and a Community Development Authority, to

address the gap in funds necessary for redevelopment work. The dollar estimates for remediation-phase costs were based on best-available information in 2016. Records were missing from the City building department that may have aided in more-accurate information in determining the type, number, construction-materials present in the buildings. Nevertheless, the estimated total cost of task B2 was under-estimated when work was actually performed using the third-party asbestos inspection report and during the ACBM remediation and removal (as required by the DNR).

**13. Task B3- Please provide the name and address of the contractor used to demo and raze the building? Are you aware of what caused the budget to exceed the allocated amount set forth in the Agreement? It appears, based on submitted invoices that consulting costs for this task exceeded \$960,000. Can you confirm? What was the reason for the consulting costs to be where they were? Did Drake self-perform the razing of the building?**

RESPONSE: First, there was no agreement on a set-cost, but rather a estimated total cost for the work. Second, there is a suggestion that these are consulting costs when task B3 actually relates to demolition work. Third, as to the question itself, and as explained in responses above, the primary work of demolition well-exceeded what was expected in both time and cost. As to the work performed, a portion of the demolition work was performed by Apple Valley with the remainder having been performed by Drake. It is understood that the City engineer previously estimated razing the building would cost well in excess of (perhaps \$4 million), not including any ACBM remediation or offsite disposal costs, and the estimate was just for the buildings on the North Parcel. It is also understood that GHD suggested a number higher than that total. Finally, in terms of the actual work, Apple Valley was initially contracted to perform the work, but due to weather conditions and discussion over timing (at that time Oliver and the City understood that the work needed to be done on a short timeline to accommodate the EPA clean-up), multiple discussions were had with the City about Drake self-performing the work and how to recover monies paid upfront for Apple Valley.

**14. Task B4- The City is not aware of any soil or groundwater remediation conducted at the site. Please provide details of the remediation completed and any documents confirming the remediation and agreements/approvals between the owner and the WDNR or EPA to conduct this work at the site. Where was soil removed and placed at the site? Please summarize what discussions, if any, had occurred between the owner and the WDNR or EPA with respect to this task. Please provide a map of the hot spot removal areas. What grading was completed at the site? The city does not have any documents or letters or figures or related information on this task. All costs have been incurred to date (\$430,000).**

RESPONSE: 0% of the estimated total costs have been categorized to this task, not 100%. The task-item would relate to management of residually contaminated soils at the site following the EPA's remedial efforts. It is generally understood per the EPA's record of decision and meeting-discussion that it has identified soil exceedances and will be addressing these through remediation to a residential clean-up standard.

**15. Task B5- Please provide a map of the utilities which were disconnected or abandoned and a summary of the remaining utilities to be disconnected or abandoned. This budget is 100% spent.**

RESPONSE: 0% of the estimated total costs have been categorized to this task, not 100%.

**16. Task C6 Please provide a diagram or any other information of the asphalt concrete vapor barrier installed and the subgrade improvements associated with this task. This budget is 100% spent.**

RESPONSE: 0% of the estimated total costs have been categorized to this task, not 100%.

**17. Task C7- Where did the stormwater improvements occur at the site? What did they consist of? 91% of the budget in this category has been incurred. Who was contracted for this work? Please send all invoices/receipts related to this work.**

RESPONSE: 9% of the estimated total costs have been categorized to this task, not 91%. As stated above, Drake conducted the preliminary stormwater analysis. The office building on the South Parcel underwent modifications to the roof catchment basins and conveyances, and that work has been completed and involved redirecting stormwater at the northern end of that building to ground drainage. The work was performed by Drake and Langer Roofing. It is understood that the invoices and receipts were already submitted.

**18. Task C- Are there figures or drawings associated with the rerouting and control elements completed with each of the utilities listed? Have these figures and drawings been provided to the City? If not, please provide them to the City. Who conducted the work as the contractor? Please provide all invoices/receipts for work completed related to this task.**

RESPONSE: City representatives were onsite during the rerouting of the sanitary connection for the northern building on the South Parcel. Cedarburg Light & Water Utility installed the re-routed electrical and water service for this building. We Energies rerouted the gas line to this building. In terms of figures and drawings this is not something that would be maintained by Oliver or Drake.

**Additional Questions:**

**1) Why has the owner not complied with the DNR notice of violation from 2021?**

RESPONSE: The below response is by Oliver in coordination with legal counsel. The developer believes it has complied with the DNR's request, under law and the contract between it and the DNR. This issue was addressed with the City on multiple occasions, including the in-person meetings of December, 2022, March, 2023 and June, 2023. By law, the issue relates to a site investigation work plan, for which the DNR did not timely object. For the DNR to act as it did was without statutory or regulatory authority, and it has been Riley's position that the DNR's notice is unenforceable as a matter of law. As stated in the initial responses to the City, per the DNR's own records (and perhaps those of the City on other projects), notices such as what was issued can take years to

resolve and sometimes are resolved as part of the actual redevelopment work. Moreover, the DNR has been asked, in-person and in discussion with legal counsel, the basis for its notice and how to correct any issue -- no specifics have been offered that would close-out the notice.

The primary issue that was addressed at the meetings with the DNR related to the stage of investigation. The Negotiated Agreement between Oliver and the DNR anticipated the submission of a site investigation work plan. Per the DNR's own charts, such a submission is done in advance of investigation to determine, generally, what action will be taken to identify contaminants (the horizontal and vertical delineation). Based on the work plan, once approved (and there is a process for approval), the work is performed and a suggested remedy -- action plan -- is presented and signed off. Keeping this timeline, the plan is reported, once complete, and the DNR is eventually asked to close the site. In this case, Oliver submitted its work plan, per the negotiated agreement. The submission was on Oliver's behalf, by Drake. The lengthy submission largely parroted and referenced the extensive work by the EPA *and* the DNR prior to 2018 to identify contaminants and propose remediation alternatives. Essentially, the goal of the work plan as submitted was to conduct additional boring samples at the site, related to possible future development (which was expected on a short-window, per anticipated EPA clean-up in or around 2019), but not to reinvent the wheel, as it were, in terms of identifying contaminants. Drake addressed this issue in its addendum to the work plan, p. 6, defining the scope within the confines of the EPA, stated like this:

**The planned scope of work Drake proposed is not associated with investigative activities to define the horizontal and vertical degree and extent of contamination** (as that had already been accomplished by others and demonstrated via CH2M's submittal of their Final RI Report in May 2015) but rather to refine the proposed remedial alternatives which were identified within the CH2M Remedial Alternatives Evaluation Report which was submitted to the Department and the EPA in May 2017 and to provide additional information to guide the Developer of the site in their future decision-making with regard to appropriate safeguards they may choose to put in place to further protect human health and the environment during their planned brownfield redevelopment activities at the former Amcast site.

In the limited responsive information from the DNR to the work plan, it appears the DNR's is inconsistent in its objections, raises new objections that are not part of the Negotiated Agreement, and misunderstands that a site investigation work plan is an evaluation, does not define contamination, and, in any event, the site investigation has been completed by the EPA (and the DNR approved the investigation in 2015 and the recent Record of Decision for the site).

Subject to and without waiting this position, to the extent the City believes the issue has not been resolved (and/or to resolve this issue with the DNR), Oliver requests that the City, in coordination with Oliver, schedule a meeting and that such a meeting be

held (pursuant to Section 4(e) of the Development Agreement). Oliver will make the request, noting that, at times and on other projects, the DNR has often refused to attend such meetings given the involvement of legal counsel. Regardless, it is suggested that, should the meeting-request be rejected, the parties could jointly demand an enforcement conference with the DNR to discuss the notice.

Finally, please note that in the EPA's Record of Decision it states repeatedly that demolition was "complete" in 2020 and that the DNR (in an accompanying August 17, 2023 letter) believes "the selected remedy complies with Wisconsin Statute and Administrative Code requirements and is protective of human health and the environment." The DNR's letter was signed by the Director of the Remediation and Redevelopment Bureau (who is understood as having attended the March, 2023 meeting, via video, and where this issue was raised). Oliver looks forward to resolving this issue.

**2) Why are the monthly reports to DNR the same every month despite work being done based on the draw requests submitted?**

RESPONSE: Monthly reports are a requirement of the Negotiated Agreement between Oliver and the DNR and, from a submission standpoint, do not relate to TIF matters and instead address only those requirements elements of that agreement. There is no particular format required for monthly reports which, are the same or similar as, from a development standpoint, other than maintenance of the site, the project awaits clean-up action by the EPA. Oliver is unaware of any action-item properly noticed or scheduled for hearing by the DNR and, should such an action-item occur, it will be timely addressed by Oliver.

**3) Please provide information on who the employees are and their qualifications for the various job duties listed in each of the draw requests from the owner, Developer or its consultant, Drake Consulting.**

RESPONSE: The City's consultant appears to be asking a question that, respectfully, demonstrates a misunderstanding of the work performed, without having addressed the background to discussions and work having been performed in 2018 to the 2020 time period (where the primary demolition and abatement work took place). There is an additional misunderstanding of the percentages assigned to item descriptions and the general purpose of the project plan as initially developed in or around 2016. In-person discussion with the contractor hired by the City would likely have addressed these issues and may have resulted in considerable savings on consultant fees and efforts. Indeed, Oliver is a private company and does not understand the relevance of the request or how it relates to the actual work performed. As to people used on the project, either Oliver or Drake used perhaps a dozen people and extensive independent contractors through the course of its work, and that includes the extensive, decades of experience of Mr. Burns on environmental consulting and brownfield redevelopment.

**CITY OF CEDARBURG**

**MEETING DATE:** June 8, 2026

**ITEM NO:** H.

**TITLE:**

Discussion and possible action on approval of a change of Agent and renewal of Class "B" Beer and "Class B" Liquor License for P.J. Piper LLC, W64N514 Washington Avenue, Cedarburg, WI 53012, Despina Tsioutsopoulos, Agent, premise to be licensed: W64N514 Washington Avenue, known as P.J. Piper.

**ISSUE SUMMARY:**

This is a change of Agent for P.J. Piper. Therefore, it needs to be brought before the Common Council for approval.  
The Police Department has approved the applicant.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

**ATTACHMENTS:**

None

**INITIATED/REQUESTED BY:**

**FOR MORE INFORMATION CONTACT:**



**CITY OF CEDARBURG  
Common Council  
May 11, 2026  
Minutes**

**1. CALL TO ORDER**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, May 11, 2026, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers.

Council President Robert Simpson served as Acting Mayor and called the meeting to order at 7:00 p.m.

**2. ROLL CALL**

Present: Mayor Patricia Thome (via Zoom), Council Members Melissa Bitter, Jim Fitzpatrick, Andrew Mammen, Amanda Didier, Robert Simpson, Kristian Lindo, Mark Mueller

Also Present: City Administrator Mikko Hilvo, City Attorney Michael Herbrand, City Clerk Jessica Campolo, Police Chief Michael McNerney, Fire Chief Jeff Vahsholtz, City Planner Mary Censkey, Director of Engineering & Public Works Michael Wieser

**3. MOMENT OF SILENCE**

A moment of silence was held.

**4. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**5. STATEMENT OF PUBLIC NOTICE**

City Clerk Campolo verified that notice of this meeting was provided to the public by posting in accordance with the Wisconsin Open Meetings Law.

## 6. COMMENTS AND SUGGESTIONS FROM CITIZENS

None.

## 7. PRESENTATION

- A. Oath of Office - Cedarburg Police Department  
K-9 Blue

Police Chief Michael McNerney introduced the City's newest K-9, Blue, and his handler, Officer Ecclestone. City Clerk Campolo administered the Oath of Office.

- B. Oath of Office - Cedarburg Fire Department  
Blake Karnitz - Deputy Chief  
Edward (Matt) Petrarca - Lieutenant  
Edward Lanser - Lieutenant  
Gabriella Neideffer - Firefighter/Paramedic  
Jessica Kopel - Firefighter/Paramedic  
Wesley Reimer - Firefighter/Paramedic

Fire Chief Vahsholtz introduced the members of the Fire Department. City Clerk Campolo administered the Oaths of Office.

- C. Poppy Proclamation

A representative from the American Legion Auxiliary introduced the Poppy Princesses, Maylanna Lee-Kelley and Ellie Davis. Members of the Common Council read the Poppy Proclamation.

**Point of Order:** It was clarified that Council President Simpson is serving as Acting Mayor for the meeting and reserving his right to vote.

## 8. NEW BUSINESS

- A. *Discussion and possible action on entering into an agreement with the Wisconsin Department of Natural Resources (WDNR) to facilitate future EPA-supported funding for the Amcast Superfund cleanup.*

City Administrator Hilvo gave a summary: the Amcast North and South Sites are part of a federal Superfund cleanup project addressing widespread contamination of soil, groundwater, and stormwater systems. While the cleanup was originally estimated at \$40 million, updated assessments have increased the cost to \$72 million. The EPA has

secured federal funding and is ready to begin, but the project requires a 10% state match. Wisconsin has committed \$4 million, leaving a \$3.2 million shortfall that would limit cleanup to only the highest-priority areas. The City of Cedarburg is being asked to consider committing the remaining \$3.2 million—payable upon project completion in 2033—to enable the full cleanup, support future redevelopment, and protect public health and environmental quality. The Common Council must decide whether to authorize city officials to negotiate an agreement with the Wisconsin Department of Natural Resources to provide this funding.

Mikko introduced Christine Sieger, Director of Remediation and Redevelopment for the Wisconsin DNR. Sieger answered questions from Council members and discussion was held. Members discussed budget considerations and the timing of state budget cycles.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mammen, to continue to pursue an agreement with the Wisconsin Department of Natural Resources to facilitate future EPA-supported funding for the Amcast Superfund cleanup, not to exceed \$3.2 million. The motion carried unanimously.

*B. Discussion and possible action on proposal to allow R&R Quarry to utilize City Outlot as an exit haul road for quarry site.*

Director of Engineering & Public Works Wieser explained the proposal. R&R Quarry is requesting an agreement that would allow quarry truck traffic to exit the site via a city outlot onto Forward Way while continuing to enter from Sheboygan Road. Wieser noted that city staff has concerns about the proposal. Following discussion, the Council expressed concern that the change would spread dirt and stone debris over a larger area and could result in complaints from businesses located in the Business Park.

A motion was made by Council Member Mueller, seconded by Council Member Simpson, to deny allowing R&R Quarry to utilize City Outlet as an exit haul road for quarry site. The motion carried unanimously.

*C. Discussion and possible action on the amendment to the development agreement for Phase 2 of Stone Lake Condominiums development.*

Director of Engineering & Public Works Wieser explained the need to amend the development agreement with Stone Lake Development Inc. as they move forward with Phase 2 of the Stone Lake Condominiums Development.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Didier, to approve the amendment to the developer agreement for Phase 2 of Stone Lake Condominiums development. The motion carried unanimously.

- D. *Review, discussion, and possible action on the request of applicant/property owner Stone Lake Development, Inc. (in c/o Craig Caliendo) for approval of the Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium, a 19 building/38-unit expansion of the existing Stone Lake Condominium (1st phase) development located at Stone Lake Circle. This property is zoned Rd-1 (PUD) Two-Family Residential District with Planned Unit Development Overlay District.*

City Planner Censky reviewed details of the Final Condominium Plat & Declaration for Phase 2 of the Stone Lake Condominium development.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve the Final Condominium Plat and Declaration for Phase Two of the Stone Lake Condominium development, subject to the stipulations approved by the Plan Commission. The motion carried unanimously.

- E. *Review, discussion and possible action on the request of applicant/property owner The Glen at Quarry Park LLC (in c/o John Wahlen) for Final Plat approval of the Quarry Park Subdivision, a 24-lot single-family residential neighborhood planned for development on 11.5-acres of land located directly east of Stone Lake Condominiums and north of Fairfield Manor Subdivision. This property is zoned Rs-3 Single-Family Residential with PUD Planned Unit Development Overlay.*

City Planner Censky explained the Final Plat. Council Member Fitzpatrick noted that the Plan Commission had previously discussed the Plat at a high level.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Bitter, to approve the Final Plat for the Quarry Park Subdivision, subject to the stipulations approved by the Plan Commission. The motion carried unanimously.

- F. *Discussion and possible action on approval of Resolution 2026-02 Designating Depositories and Authorizing Signatures for the City of Cedarburg Checking and Savings Accounts.*

A motion was made by Council Member Fitzpatrick, seconded by Council Member Bitter, to approve Resolution 2026-02 Designating Depositories and Authorizing Signatures for the City of Cedarburg Checking and Savings Accounts. The motion carried unanimously.

- G. *Discussion and possible action on approval of Mayoral appointments to Boards, Committees, and Commissions.*

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mammen, to approve the Mayoral appointments to Boards, Committees and

Commissions. The motion carried unanimously.

## **9. CONSENT AGENDA**

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

- A. Discussion and possible action on approval of April 13, 2026 and April 21, 2026 Common Council Meeting Minutes.
- B. Discussion and possible action on payment of bills dated 04/11/2026-05/01/2026, transfers from 04/07/2026-05/05/2026 and payroll from 03/29/2026-04/11/2026 and 04/12/2026-04/25/2026.

The motion carried unanimously.

## **10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS**

- A. Administrator's Report

No report.

## **11. COMMUNICATIONS**

- A. Comments and suggestions from Council Members

Council Member Lindo encouraged participation in the Sweat 4 Vets walk, as well as the CHS Walk for Water.

- B. Mayor's Report

Mayor Thome shared that she attended the Cedarburg Fire Department's awards evening and thanked its members and their families for their commitment to the community.

## **12. ADJOURNMENT**

A motion was made by Council Member Mueller, seconded by Council Member Lindo, to adjourn the meeting at 8:22 p.m. The motion carried unanimously.

**CITY OF CEDARBURG**

**MEETING DATE:** June 8, 2026

**ITEM NO:** B.

**TITLE:**

Discussion and possible action on approving Alcohol License renewal applications, effective July 1, 2026 - June 30, 2027.

**ISSUE SUMMARY:**

Attached is a list of businesses applying for renewal of their Alcohol Beverage License(s) for the license year beginning July 1, 2026, and ending June 30, 2027.

All applicants have been approved by the Police Department and have passed Fire and Building inspections.

**STAFF RECOMMENDATION:**

Approve

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

**ATTACHMENTS:**

1. PUBLISH ONE TIME 2026-27 Alcohol Beverage Licenses

**INITIATED/REQUESTED BY:**

**FOR MORE INFORMATION CONTACT:**

City of Cedarburg  
Applications for Alcohol Beverage Licenses  
Renewing July 1, 2026 to June 30, 2027

Notice is hereby given that the following listed applications have been filed with the office of the City Clerk of the City of Cedarburg, Ozaukee County, Wisconsin, for the licensing period ending June 30, 2027, granting of which is now pending.

“Class A” Liquor:

Irish Boutique LLC, W63N680 Washington Avenue, Cedarburg, WI 53012, Paul Barry, Agent, premises to be licensed: W63N680 Washington Avenue, known as The Irish Boutique of Cedarburg

Dakota Creek LLC, N70 W5266 Columbia Road, Cedarburg, WI 53012, Brendan Ryan, Agent, premises to be licensed: N70 W5336 Bridge Road, known as Barrels on Bridge

Class “A” Beer and “Class A” Liquor:

Station Cedarburg LLC, P.O. Box 590, Fond du Lac, WI, Himmat Dhillon, Agent, premises to be licensed: W62 N174 Washington Avenue, known as Station Cedarburg

Bonus Inc., P.O. Box 349, Cedarburg, WI 53012, Ryan L. Olsen, Agent, premises to be licensed: W61N286 Washington Avenue, known as Olsen’s Piggly Wiggly

Wisconsin CVS Pharmacy, LLC, One CVS Drive, M/C 1160, Woonsocket, RI 02895, Anthony Marx, Agent, premises to be licensed: W63N152 Washington Avenue, known as CVS Pharmacy #8775

Toto’s Inc., 4600 W. Brown Deer Road, Brown Deer, WI 53223, Michael Bourbonais, Agent, premises to be licensed: W63N157 Washington Avenue, known as Otto’s Wine and Spirits – Cedarburg

Class “B” Beer and “Class B” Liquor:

Cedarburg Cultural Center Inc., W62N546 Washington Avenue, Cedarburg, WI 53012, Jean Snow Lambo, Agent, premises to be licensed: W62N546 Washington Avenue, known as Cedarburg Cultural Center

Camp Bar Inc., W63 N644 Washington Avenue, Cedarburg, WI 53012, Paul Hackbarth, Agent, premises to be licensed: W63 N644 Washington Avenue, known as Camp Bar

Cedars III LLC, W53 N404 Park Lane, Cedarburg, WI 53012, Michael F. Kowalkowski, Agent, premises to be licensed: W53N404 Park Lane, known as Cedars III

Dorsey Ventures LLC, W63N657 Washington Avenue, Cedarburg, WI 53012, Bryan J. Dorsey, Agent, premises to be licensed: W63N657 Washington Avenue, known as Dorsey’s Café & Market

Union House Cedarburg LLC, W62N559 Washington Avenue, Christopher M. Homayouni, Agent, premises to be licensed: W62N559 Washington Avenue, known as Union House Cedarburg

Lime Cantina Inc., W62N550 Washington Avenue, Cedarburg, WI 53012, Bradley J. Devorkin, Agent, premises to be licensed: W62N550 Washington Avenue, known as Lime Cantina

C. Wieslers Inc., W61N493 Washington Avenue, Cedarburg, WI 53012, Michael G. Jackson, Agent, premises to be licensed: W61N493 Washington Avenue, known as C. Wieslers Saloon and Eatery

Cedarburg Art Museum & Society, Inc., W63N675 Washington Avenue, Cedarburg, WI 53012, Katrina Alevizos, Agent, premises to be licensed: W63N675 Washington Avenue, known as Cedarburg Art Museum

Peter Wollner Post #288 of the American Legion, W57N481 Hilbert Avenue, Cedarburg, WI 53012, James A. Lee, Agent, premises to be licensed: W57N481 Hilbert Avenue, known as Peter Wollner Post #288 of the American Legion

MacBeebs LLC, W62N238 Washington Avenue, Cedarburg, WI 53012, Catherine Heebner, Agent, premises to be licensed: W62N238 Washington Avenue, known as The Farmstead

RCB Group Inc., W63N699 Washington Avenue, Cedarburg, WI 53012, Richard C. Buser, Agent, premises to be licensed: W63N699 Washington Avenue, known as Maxwell's

The Cheese Wedge LLC, N56W6339 Center Street, Cedarburg, WI 53012, Jessica Youso, Agent, premises to be licensed: N56W6339 Center Street, known as The Cheese Wedge Uncorked

La Cantina Hermanos LLC, 816 MacFarlane Road, Portage, WI 53901, Alonso Aranda Canchola, Agent, premises to be licensed: W63N170 Washington Avenue, known as La Cantina Mexican Restaurant.

Anvil Pub & Grille LLC, N70W6340 Bridge Road, Cedarburg, WI 53012, Donna M. Taylor, Agent, premises to be licensed: N70W6340 Bridge Road, known as Anvil Pub & Grille

Bozeman's Bar LLC, N50W5586 Portland Road, Cedarburg, WI 53012, Erik Knuth, Agent, premises to be licensed: N50W5586 Portland Road, known as Bozeman's Bar.

P.J. Piper LLC, W61N514 Washington Avenue, Cedarburg, WI 53012, Despina Tsioutsopoulos, Agent, premises to be licensed: W61N514 Washington Avenue, known as P.J. Piper Pancake House

The Shinery Neenah LLC, P.O. Box 128, Larsen, WI 54947, Troy Reissmann, Agent, premises to be licensed: W63N678 Washington Avenue, known as The Shinery Moonshine Co.

Sierzant LLC, 1977 Shasta Ave. Grafton, WI, Seth Dehne, Agent, premises to be licensed: N49W5471 Portland Road, known as Sierzant

GG & KR LLC, W62N630 Washington Avenue, Cedarburg, WI 53012, Gordon M. Goggin, Agent, premises to be licensed: W62N630 Washington Avenue, known as The Stilt House

Stagecoach 520 LLC, W61N520 Washington Avenue, Anne M. Conley, Agent, premises to be licensed: W61N520 Washington Avenue, known as Stagecoach Inn/five20 Social Stop/Timber Club

Thomas Restaurant, LLC, W63N688 Washington Avenue, Cedarburg, WI 53012, Nicole Thomas, Agent, premises to be licensed: W63N688 Washington Avenue, known as Tomaso's

North 48 Inc., W62N599 Washington Avenue, Cedarburg, WI 53012, Jordan Z. Cole, Agent, premises to be licensed: W62N599 Washington Avenue, known as North 48.

The Wendtland Group LLC, W62N535 Washington Avenue, Cedarburg, WI 53012, Shawn M. Wendtland, Agent, premises to be licensed: W62N535 Washington Avenue, known as Brunch/The Rooftop

Class "B" Beer and "Class C" Liquor (wine only):

Kristin Jane Collective, LLC, W63N541 Hanover Avenue, Cedarburg, WI, Kristin J. Bork, Agent, premises to be licensed: W63N541 Hanover Avenue, known as The Painted Creek

The Back Space, LLC, N39W6257 Jackson Street, Cedarburg, WI, Jeanie M. Crawford, Agent, premises to be licensed N39W6257 Jackson St, known as The Back Space.

Cedarburg Cultural Center Inc, W62N546 Washington Avenue, Cedarburg, WI, Jean Snow Lambo, Agent, premises to be licensed: W63N627 Washington Avenue, known as Kuhfuss House.

Dark Blue Operating Partners, Inc., W62N573 Washington Avenue, Cedarburg, WI, Christine McLean, Agent, premises to be licensed: W62N573 Washington Avenue, known as The Washington House Inn

J.L. Joyce Enterprises Inc., W63N144 Washington Avenue, Cedarburg, WI 53012, James P. Joyce, Agent, premises to be licensed: W63N144 Washington Avenue, known as Jim's Grille.

Wild & Precious LLC, W62N542 Washington Avenue, Cedarburg, WI, Opalmaree Stone, Agent, premises to be licensed: W62N542 Washington Avenue, known as Wild & Precious Collective

Java House Wisconsin LLC, W63N653 Washington Avenue, Cedarburg, WI, Kenneth Gaschk, Agent, premises to be licensed: W63N653 Washington Avenue, known as Java House

RH&F LLC, W61N513 Washington Avenue, Cedarburg, WI, Eric Stelter, Agent, premises to be licensed: W61N513 Washington Avenue, known as Real Health & Fitness

Donna M. Taylor, N70W6340 Bridge Road, Cedarburg, WI 53012, premises to be licensed: N70W6340 Bridge Road, known as Cream & Crepe Café

Pompette Café, LLC, W63N631 Washington Avenue, Cedarburg, WI 53012, Samuel Cox Agent, premises to be licensed: W63N631 Washington Avenue, known as Pompette Café

Class "B" Beer:

Blanca's Commercial Kitchen LLC, W63N540 Hanover Avenue, Cedarburg, WI 53012, Andrea Acosta, Agent, premises to be licensed: W63N540 Hanover Avenue, known as Blanca's Commercial Kitchen

Famous Sal's of Cedarburg Wisconsin Inc., W63N635 Washington Avenue, Cedarburg, WI 53012, Bekim Elmazi, Agent, premises to be licensed: W63N635 Washington Avenue, known as Sal's Pizza

"Class C" Liquor (wine only)

Chiselled Grape Winery LLC, W64N713 Washington Avenue, Cedarburg, WI 53012, Sally Bretsch, Agent, premises to be licensed: W64N713 Washington Avenue, known as Chiselled Grape Winery

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE 05/02/2026 - 06/01/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount	
<b>Fund: 100 GENERAL FUND</b>								
05/06/2026	PWBDD	217(E)#	WISCONSIN DEPARTMENT OF REVENUE	DUE TO STATE - SALES TAXES	242100	000000	617.40	
				DUE TO COUNTY - SALES TAXES	242200	000000	45.48	
				OTHER EXPENSES	500390	515600	(10.00)	
			Check PWBDD 217(E) Total for Fund 100 GENERAL FUND					652.88
05/06/2026	PWBDD	218(E)	ASSOCIATED BANK	FLEX SPENDING - HEALTH	215315	000000	4,485.33	
				FSA-DEPENDENT CARE	215316	000000	865.41	
			Check PWBDD 218(E) Total for Fund 100 GENERAL FUND					5,350.74
05/06/2026	PWBDD	222(E)	DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE	215312	000000	2,680.26	
05/06/2026	PWBDD	223(E)	AFLAC	AFLAC	215317	000000	534.18	
05/06/2026	PWBDD	224(E)	SECURIAN FINANCIAL	LIFE INSURANCE DEDUCTIONS	215901	000000	2,896.28	
05/06/2026	PWBDD	225(E)	METLIFE VISION INSURANCE	VISION INSURANCE	215313	000000	678.52	
05/06/2026	PWBDD	226(E)	EMPLOYEE TRUST FUND	HEALTH INSURANCE	215311	000000	173,833.92	
05/06/2026	PWBDD	227(E)	WISCONSIN RETIREMENT SYSTEM	WRS DEDUCTIONS	215210	000000	122,367.67	
05/06/2026	PWBDD	228(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - TRAFFIC SIGNALS 10400	500222	533421	33.28	
				ELECTRIC - TRAFFIC SIGNALS 35700	500222	533421	32.00	
				ELECTRIC - TRAFFIC SIGNALS 52900	500222	533421	39.51	
				ELECTRIC - TRAFFIC SIGNALS 66200	500222	533421	34.46	
				ELECTRIC - TRAFFIC SIGNALS 195600	500222	533421	52.82	
				ELECTRIC - STREET LIGHTING 12704	500222	533420	29.96	
				WATER - CITY HALL 12801	500226	518100	65.75	
				ELECTRIC - GYM 12802	500222	518100	207.02	
				WATER - GYM 12802	500226	518100	215.89	
				ELECTRIC - LINCOLN BLDG 12804	500222	518100	147.94	
				ELECTRIC - GYM 12806	500222	518100	27.71	
				ELECTRIC - GYM 12808	500222	518100	17.51	
				ELECTRIC - GYM 12809	500222	518100	17.51	
				ELECTRIC - EG 55902	500222	522410	51.97	
				WATER SERVICE - EG 55902	500226	522410	46.37	
				ELECTRIC - BOY SCOUT ELECTRIC 132500	500222	555510	63.55	
				WATER SERVICE - BOY SCOUT 132500	500226	555510	53.69	
				ELECTRIC - ZEUNERT PARK 294100	500222	555510	102.44	
				WATER SERVICE - ZEUNERT PARK 294100	500226	555510	74.88	
				ELECTRIC - GS PARK 307000	500222	555510	89.21	
				WATER SERVICE - GS PARK 307000	500226	555510	47.69	
				ELECTRIC - CEDAR CREEK PK 337702	500222	555510	108.78	
				WATER SERVICE - CEDAR CREEK PK 337702	500226	555510	149.30	
				ELECTRIC - BEHLING STAND 339800	500222	555510	17.51	
				WATER SERVICE - BEHLING STAND 339800	500226	555510	50.03	
				ELECTRIC - BEHLING FIELD 340000	500222	555510	17.51	
				WATER SERVICE - CITY PK BUBBLER 339900	500226	555510	84.66	
				ELECTRIC - WILLOWBROOKE PK 510100	500222	555510	41.88	
				WATER SERVICE - WILLOWBROOKE PK 510100	500226	555510	84.91	
				ELECTRIC - CENT PK 530021	500222	555510	120.49	
				WATER SERVICE - CENT PK 530021	500226	555510	106.62	
				ELECTRIC - CED CRK PK 337700	500222	555510	36.08	
				WATER SERVICE - CED CREEK PK 337703	500226	555510	36.30	

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				ELECTRIC - POWER PED 337803	500222	555510	17.51	
				ELECTRIC - POWER PED 337804	500222	555510	17.51	
				ELECTRIC - CETENNIAL PK 530024	500222	555510	17.51	
				ELECTRIC - BANDSHELL 337750	500222	555510	65.80	
				ELECTRIC - ADLAI HORN 355550	500222	555510	35.00	
				WATER SERVICE - ADLAI HORN 355550	500226	555510	71.81	
				ELECTRIC - TRAFFIC SIGNALS 362500	500222	533421	39.41	
				ELECTRIC - CEDAR POINT 642400	500222	555510	54.22	
				WATER SERVICE - CEDAR POINT 642400	500226	555510	74.01	
				ELECTRIC - PRAIRIE VIEW PARK 872850	500222	555510	20.19	
				WATER SERVICE - PRAIRIE VIEW PARK 872850	500226	555510	70.62	
				HANOVER AVE GARAGE 73500	500222	533420	17.51	
				ELECTRIC - STREET LIGHTING 940000	500222	533420	19,654.66	
				ELECTRIC - DPW GARAGE 950400	500222	533420	1,699.37	
				WATER SERVICE - DPW GARAGE 950401	500226	533210	717.18	
				ELECTRIC - CITY HALL 963800	500222	518100	746.35	
				WATER SERVICE - CITY HALL 963801	500226	518100	104.40	
				ELECTRIC - WOODLAND PK 969501	500222	555510	38.92	
				ELECTRIC - GEORGETOWN PK 969598	500222	555510	9.19	
				ELECTRIC - BOY SCOUT HOUSE 969600	500222	555510	20.91	
				ELECTRIC - BEHLING FIELD 969602	500222	555510	10.57	
				ELECTRIC - FISCHER PARK 969603	500222	555510	8.04	
				ELECTRIC - WURTHMANN PK 969604	500222	555510	11.73	
				ELECTRIC - ZEUNERT PARK 969599	500222	555510	9.19	
				SIREN MAINT - EG 969530	500239	522410	120.00	
				ELECTRIC - STREETS 969500	500222	533420	11.73	
				ELECTRIC - PD 967200	500222	522100	1,810.82	
				WATER SERVICE - PD 967201	500226	522100	127.33	
				ELECTRIC - WASHINGTON/MILL 940020	500222	533420	1,134.04	
				ELECTRIC - INTERURBAN 940025	500222	533420	2,504.76	
							31,545.52	
			Check PWBDD 228(E) Total for Fund 100 GENERAL FUND					
05/27/2026	PWBDD	229(E)	ADP, LLC	PROFESSIONAL SERVICES	500210	515600	2,586.26	
05/27/2026	PWBDD	230(E)	BAKER TILLY US, LLP	PROFESSIONAL SERVICES	500210	515900	16,800.00	
05/27/2026	PWBDD	231(E)	NORTH SHORE BANK	DEFERRED ANNUITY WITHHELD	215900	000000	5,710.00	
05/27/2026	PWBDD	232(E)	CEDARBURG POLICE ASSOCIATION	UNION DUES DEDUCTIONS	215903	000000	577.50	
05/27/2026	PWBDD	233(E)	WISCONSIN DEFERRED COMPENSATION	DEFERRED ANNUITY WITHHELD	215900	000000	1,333.00	
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	HARBOR FREIGHT & AMAZON	500353	533210	323.39	
				COSTCO	500350	533311	1,064.91	
				AMAZON	500350	533210	509.44	
				AMAZON	500363	533311	333.94	
				AMAZON	500240	533311	32.62	
				COSTCO	500330	533210	225.26	
				ILL, TOLLWAY	500330	522110	50.00	
				CNA SURETY	500320	522110	30.00	
				OUT & OUT	500347	522110	143.72	
				AMAZON	500347	522120	449.96	
				STAMPS	500310	522110	20.99	
				MENARDS	500340	522100	174.97	

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				CRITICAL IMPACT	500330	522120	685.00	
				CARHARTT	500350	533210	84.36	
				HEYDENS	500240	555510	20.00	
				ZIP RECURTER	500310	513300	389.00	
				AMAZON	500310	514200	92.80	
				ZOOM	500310	514100	63.96	
				J CREW	500346	522130	124.96	
				USPS	500210	522130	14.90	
				WLA	500320	555510	130.64	
				MUSIC NOTES	500313	555140	5.99	
				AMAZON, COSTCO	500240	555510	785.95	
				COSTCO	500390	515600	27.99	
				SENDIKS , OUT & OUT	500390	515600	413.29	
				APWA	500330	533110	400.00	
				WI-IAEI	500330	522310	270.00	
				AMAZON	500310	522310	46.41	
				AMAZON, LEATHERS	500240	555510	791.61	
				COSTCO	500350	518100	255.88	
				COSTCO	500343	519200	132.74	
				AMY'S CANDY	500343	519200	14.44	
				WMCA MEETING	500330	514100	70.00	
				FLEETPRIDE	500353	533210	700.32	
				GAS AND OIL EXPENSE	500351	522120	645.00	
				REPAIR AND MAINTENANCE	500240	522120	584.48	
				TRAVEL & TRAINING	500330	522120	98.14	
				REPAIR AND MAINTENANCE	500240	522120	315.48	
				REDEEMED POINTS	461151	000000	(725.00)	
							<u>9,797.54</u>	
			Check PWBDD 234(E) Total for Fund 100 GENERAL FUND					9,797.54
05/27/2026	PWBDD	236(E)	WISCONSIN RETIREMENT SYSTEM	WRS DEDUCTIONS	215210	000000	122,926.28	
05/27/2026	PWBDD	237(E)	MISSION SQUARE RETIREMENT	DEFERRED ANNUITY WITHHELD	215900	000000	1,989.02	
05/27/2026	PWBDD	238(E)	WI SCTF	COURT ORDERED DEDUCTIONS	215914	000000	597.19	
05/29/2026	PWBDD	239(E)	EXPERT PAY	COURT ORDERED DEDUCTIONS	215914	000000	597.19	
05/29/2026	PWBDD	240(E)	MISSION SQUARE RETIREMENT	DEFERRED ANNUITY WITHHELD	215900	000000	1,993.61	
05/29/2026	PWBDD	241(E)	NORTH SHORE BANK	DEFERRED ANNUITY WITHHELD	215900	000000	5,710.00	
05/29/2026	PWBDD	242(E)#	WIND RIVER FINANCIAL, INC	OPERATING SUPPLIES	500350	533311	156.32	
				OFFICE SUPPLIES	500310	522310	156.32	
				OFFICE SUPPLIES	500310	515600	57.92	
				OFFICE SUPPLIES	500310	514200	57.93	
							<u>428.49</u>	
			Check PWBDD 242(E) Total for Fund 100 GENERAL FUND					428.49
05/29/2026	PWBDD	243(E)	WISCONSIN DEFERRED COMPENSATION	DEFERRED ANNUITY WITHHELD	215900	000000	1,333.27	
05/05/2026	PWBDD	53390	JEFFREY VAHSHOLTZ	INVOICE CLEARING ACCOUNT	131060	000000	3,327.43	
05/05/2026	PWBDD	53391*#	AECOM TECHNICAL SERVICES INC	DEVELOPERS' AGREEMENT-QUARRY PARK	239264	000000	757.29	
05/05/2026	PWBDD	53396	ASCENSION WI EMP SOLUTIONS	ATTORNEY/CONSULTANT	500212	522110	532.00	
				ATTORNEY/CONSULTANT	500212	522110	218.00	

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Check PWBDD 53396 Total for Fund 100 GENERAL FUND							
05/05/2026	PWBDD	53398*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	16.15
05/05/2026	PWBDD	53401	CALLAHAN BLUM, ERIN	PROFESSIONAL SERVICES	500210	555140	560.00
05/05/2026	PWBDD	53402	CARLIN HORTICULTURAL SUPPLIES	SUPPLIES AND EXPENSES	500347	555220	907.98
05/05/2026	PWBDD	53404	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	424.88
05/05/2026	PWBDD	53406	CULLIGAN OF WEST BEND	MAINTENANCE SUPPLIES	500340	522100	105.40
05/05/2026	PWBDD	53407	ELIZABETH ROLLAND	PROFESSIONAL SERVICES	500210	555140	450.00
05/05/2026	PWBDD	53411*#	GALLS, LLC	UNIFORMS	500346	522120	189.39
05/05/2026	PWBDD	53413	GRAINGER	REPAIR AND MAINTENANCE	500240	555510	127.92
05/05/2026	PWBDD	53415#	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	500350	533210	208.10
				REPAIR AND MAINTENANCE	500240	533311	185.37
Check PWBDD 53415 Total for Fund 100 GENERAL FUND							
05/05/2026	PWBDD	53417	J R BOEHLKE INC	MAINT/CONTRACTED SERVICES	500290	555510	100.00
05/05/2026	PWBDD	53418	JACQUELINE E.W.JANZ	PROFESSIONAL SERVICES	500210	555140	32.00
05/05/2026	PWBDD	53421	KIM CHRISTENSON	PROFESSIONAL SERVICES	500210	555140	60.00
05/05/2026	PWBDD	53423	LAKESIDE EXTINGUISHER LLC	SUPPLIES AND EXPENSES	500347	522120	335.00
05/05/2026	PWBDD	53424	LEE RECREATION, LLC	REPAIR AND MAINTENANCE	500240	555510	203.00
05/05/2026	PWBDD	53425#	LIESENER SOILS INC.	REPAIR AND MAINTENANCE	500240	533311	444.00
				TREES AND SUPPLIES	500341	555510	666.00
Check PWBDD 53425 Total for Fund 100 GENERAL FUND							
05/05/2026	PWBDD	53431	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	101.67
				MAINTENANCE PARTS	500353	533210	17.97
				MAINTENANCE PARTS	500353	533210	71.86
				MAINTENANCE PARTS	500353	533210	47.19
				MAINTENANCE PARTS	500353	533210	13.61
				MAINTENANCE PARTS	500353	533210	141.01
				MAINTENANCE PARTS	500353	533210	103.16
				MAINTENANCE PARTS	500353	533210	424.42
				MAINTENANCE PARTS	500353	533210	135.48
				MAINTENANCE PARTS	500353	533210	30.16
				MAINTENANCE PARTS	500353	533210	(42.18)
				MAINTENANCE PARTS	500353	533210	(67.00)
Check PWBDD 53431 Total for Fund 100 GENERAL FUND							
05/05/2026	PWBDD	53432	NEWMAN CHEVROLET	MAINTENANCE PARTS	500353	533210	100.00
05/05/2026	PWBDD	53433*#	OLSEN'S PIGGLY WIGGLY	AWARDS, SUPPLIES	500343	519200	69.05
05/05/2026	PWBDD	53434*#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	978.40
				REPAIR AND MAINTENANCE	500240	533311	1,540.00
				EQUIPMENT OUTLAY	500380	533210	2,976.00
				EQUIPMENT OUTLAY	500380	533210	1,499.00
				REPAIR AND MAINTENANCE	500240	533311	1,499.00

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				EQUIPMENT/SOFTWARE	500380	514700	3,428.24
				REPAIR AND MAINTENANCE	500240	522110	1,062.00
				EQUIPMENT/SOFTWARE	500380	514700	1,794.00
			Check PWBDD 53434 Total for Fund 100 GENERAL FUND				<u>14,776.64</u>
05/05/2026	PWBDD	53435	OZAUKEE COUNTY CLERK	EQUIPMENT OUTLAY	500380	514200	2,572.44
				ELECTIONS LEGAL NOTICES	500321	514200	63.31
				OFFICE SUPPLIES	500310	514200	832.94
			Check PWBDD 53435 Total for Fund 100 GENERAL FUND				<u>3,468.69</u>
05/05/2026	PWBDD	53439	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	89.69
05/05/2026	PWBDD	53441	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE PARTS	500353	533210	288.54
				MAINTENANCE PARTS	500353	533210	(0.07)
			Check PWBDD 53441 Total for Fund 100 GENERAL FUND				<u>288.47</u>
05/05/2026	PWBDD	53442*#	ROTE OIL LTD	FUEL INVENTORY	161500	000000	4,820.10
				FUEL INVENTORY	161500	000000	7,857.00
				GAS AND OIL EXPENSE	500351	533210	76.23
			Check PWBDD 53442 Total for Fund 100 GENERAL FUND				<u>12,753.33</u>
05/05/2026	PWBDD	53445	STATE INDUSTRIAL PRODUCTS	MAINTENANCE PARTS	500353	533210	284.16
				OPERATING SUPPLIES	500350	533210	347.43
			Check PWBDD 53445 Total for Fund 100 GENERAL FUND				<u>631.59</u>
05/05/2026	PWBDD	53446	STOPSTICK LTD	EQUIPMENT OUTLAY	500380	522120	225.00
05/05/2026	PWBDD	53447*#	SUPERIOR CHEMICAL LLC	FUEL SYSTEM MAINTENANCE	500326	533210	338.40
				FUEL SYSTEM MAINTENANCE	500326	533210	105.20
			Check PWBDD 53447 Total for Fund 100 GENERAL FUND				<u>443.60</u>
05/05/2026	PWBDD	53448	TAKAKO WILLDEN	PROFESSIONAL SERVICES	500210	555140	100.00
05/05/2026	PWBDD	53450	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	123.84
05/05/2026	PWBDD	53452*#	VILLAGE OF GRAFTON	FIRESIDE HAIRSPRAY	500390	555140	2,302.02
05/05/2026	PWBDD	53453	VITAL RECORDS CONTROL	PROFESSIONAL SERVICES	500210	515600	114.40
05/05/2026	PWBDD	53454	VORTEX OPTICS	EQUIPMENT OUTLAY	500380	522120	1,819.99
05/05/2026	PWBDD	53455	WAUKESHA COUNTY TECHNICAL COLLEGE	TRAVEL & TRAINING	500330	522120	700.00
05/05/2026	PWBDD	53456#	WAYSIDE NURSERIES, INC.	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	616.00
				TREES AND SUPPLIES	500341	555510	2,800.00
				DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	1,520.00
			Check PWBDD 53456 Total for Fund 100 GENERAL FUND				<u>4,936.00</u>
05/05/2026	PWBDD	53457	ZIPS AW DIRECT	MAINTENANCE PARTS	500353	533210	356.12
05/05/2026	PWBDD	53458	ZUERN BUILDING PRODUCTS	REPAIR AND MAINTENANCE	500240	533311	35.84
05/05/2026	PWBDD	53463	APTIVE ENVIRONMENTAL	DIRECT SELLER LICENSES	441122	000000	40.00
05/05/2026	PWBDD	53464*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522110	231.15
				TELEPHONE/COMMUNICATIONS	500225	533210	44.50
				TELEPHONE/COMMUNICATIONS	500225	518100	44.50

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Check PWBDD 53464			Total for Fund 100 GENERAL FUND				320.15
05/05/2026	PWBDD	53467#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	55510	14.87
				REPAIR AND MAINTENANCE	500240	55510	26.50
				REPAIR AND MAINTENANCE	500240	55510	23.26
				MAINTENANCE PARTS	500353	533210	23.12
				MAINTENANCE SUPPLIES	500340	522100	62.89
Check PWBDD 53467			Total for Fund 100 GENERAL FUND				150.64
05/05/2026	PWBDD	53468	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	473.90
05/05/2026	PWBDD	53469	BOUND TREE MEDICAL, LLC	SUPPLIES AND EXPENSES	500347	522120	172.38
05/05/2026	PWBDD	53472	CHARTER COMMUNICATIONS HOLDINGS	PROFESSIONAL SERVICES	500210	522130	50.00
05/05/2026	PWBDD	53476	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	73.50
05/05/2026	PWBDD	53479	DPI SUPPLY, INC	OFFICE SUPPLIES	500310	515600	439.30
05/05/2026	PWBDD	53481	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	85.76
05/05/2026	PWBDD	53482	FIRST RESPONDERS PSYCHOLOGICAL SER	REPAIR AND MAINTENANCE	500240	522120	562.50
				REPAIR AND MAINTENANCE	500240	522120	250.00
Check PWBDD 53482			Total for Fund 100 GENERAL FUND				812.50
05/05/2026	PWBDD	53483	FORWARD TS	COMPUTER/COPIER SUPPLIES	500312	514100	14.00
				COMPUTER/COPIER SUPPLIES	500312	514100	14.00
				COMPUTER/COPIER SUPPLIES	500312	514100	14.00
Check PWBDD 53483			Total for Fund 100 GENERAL FUND				42.00
05/05/2026	PWBDD	53485	GENERAL COMMUNICATIONS INC	REPAIR AND MAINTENANCE	500240	522120	70.00
05/05/2026	PWBDD	53486	GFL ENVIRONMENTAL	REPAIR AND MAINTENANCE	500240	533311	195.95
05/05/2026	PWBDD	53487*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	55510	14.38
				REPAIR AND MAINTENANCE	500240	518100	26.09
Check PWBDD 53487			Total for Fund 100 GENERAL FUND				40.47
05/05/2026	PWBDD	53488	GRAINGER	MAINTENANCE PARTS	500353	533210	74.10
05/05/2026	PWBDD	53489	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	300.00
05/05/2026	PWBDD	53491	JACKSON CONCRETE INC.	REPAIR AND MAINTENANCE	500240	533210	661.75
05/05/2026	PWBDD	53492	JANI-KING OF MILWAUKEE	OPERATING SUPPLIES	500350	533210	431.18
05/05/2026	PWBDD	53493#	JOHNSONS NURSERY, INC.	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	810.00
				TREES AND SUPPLIES	500341	55510	600.00
Check PWBDD 53493			Total for Fund 100 GENERAL FUND				1,410.00
05/05/2026	PWBDD	53494	JORDAN D SCHWANZ	PROFESSIONAL SERVICES	500210	522310	600.00
05/05/2026	PWBDD	53495	LEE RECREATION, LLC	REPAIR AND MAINTENANCE	500240	55510	989.36
05/05/2026	PWBDD	53496	LOCHEN EQUIPMENT	MAINTENANCE PARTS	500353	533210	109.18
05/05/2026	PWBDD	53499*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	26.40
05/05/2026	PWBDD	53502#	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	500310	522110	50.61
				OFFICE SUPPLIES	500310	522110	57.43

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				MAINTENANCE SUPPLIES	500340	522100	(53.18)
		Check PWBDD 53502	Total for Fund 100 GENERAL FUND				54.86
05/05/2026	PWBDD	53503	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	533210	84.24
05/05/2026	PWBDD	53504*#	ONTECH SYSTEMS, INC	REPAIR AND MAINTENANCE	500240	533311	3,218.00
				PROFESSIONAL SERVICES	500210	514700	3,298.00
				REPAIR AND MAINTENANCE	500240	533311	4,005.50
		Check PWBDD 53504	Total for Fund 100 GENERAL FUND				10,521.50
05/05/2026	PWBDD	53509	RIVOLI THEATRE	TRAVEL & TRAINING	500330	522410	450.00
05/05/2026	PWBDD	53510	ROTE OIL LTD	GAS AND OIL EXPENSE	500351	533210	55.69
05/05/2026	PWBDD	53511#	RUDIG TROPHIES	OTHER EXPENSES	500390	511100	50.00
				OFFICE SUPPLIES	500310	515600	38.90
		Check PWBDD 53511	Total for Fund 100 GENERAL FUND				88.90
05/05/2026	PWBDD	53513	SPARTAN TRUF PRODUCTS LLC	MAINTENANCE PARTS	500353	533210	68.96
05/05/2026	PWBDD	53514	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	146.53
				OPERATING SUPPLIES	500350	533210	642.69
		Check PWBDD 53514	Total for Fund 100 GENERAL FUND				789.22
05/05/2026	PWBDD	53515	TK ELEVATOR CORPORATION	REPAIR AND MAINTENANCE	500240	518100	296.65
05/05/2026	PWBDD	53516	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	1,091.49
05/05/2026	PWBDD	53519*#	WAYSIDE NURSERIES, INC.	TREES AND SUPPLIES	500341	555510	1,315.00
				TREES AND SUPPLIES	500341	555510	740.00
				DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	493.25
		Check PWBDD 53519	Total for Fund 100 GENERAL FUND				2,548.25
05/05/2026	PWBDD	53520	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	364.00
05/22/2026	PWBDD	53527*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	250.22
05/22/2026	PWBDD	53529#	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	513300	104.00
				PROFESSIONAL SERVICES	500210	522130	50.00
		Check PWBDD 53529	Total for Fund 100 GENERAL FUND				154.00
05/22/2026	PWBDD	53531*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	61.07
				OPERATING SUPPLIES	500350	533210	43.27
				MAINTENANCE PARTS	500353	533210	6.78
				REPAIR AND MAINTENANCE	500240	522100	26.07
				MAINTENANCE PARTS	500353	533210	5.91
		Check PWBDD 53531	Total for Fund 100 GENERAL FUND				143.10
05/22/2026	PWBDD	53533*#	BOUND TREE MEDICAL, LLC	SUPPLIES AND EXPENSES	500347	522120	185.62
05/22/2026	PWBDD	53535	BROCO INC	EQUIPMENT OUTLAY	500380	522120	585.00
05/22/2026	PWBDD	53538	CATALIS TAX & CAMA, INC	PROFESSIONAL SERVICES	500210	515400	7,150.00
05/22/2026	PWBDD	53540*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	42.03
				TELEPHONE/COMMUNICATIONS	500225	513100	13.48
				TELEPHONE/COMMUNICATIONS	500225	513200	12.50
				TELEPHONE/COMMUNICATIONS	500225	514100	35.62

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<b>Fund: 100 GENERAL FUND</b>							
				TELEPHONE/COMMUNICATIONS	500225	515600	26.40
				TELEPHONE/COMMUNICATIONS	500225	515400	20.15
				TELEPHONE/COMMUNICATIONS	500225	522310	20.40
				TELEPHONE/COMMUNICATIONS	500225	533110	26.15
				TELEPHONE/COMMUNICATIONS	500225	566310	24.25
				TELEPHONE/COMMUNICATIONS	500225	533210	33.75
				TELEPHONE/COMMUNICATIONS	500225	555140	20.38
				TELEPHONE/COMMUNICATIONS	500225	522410	23.60
				INTERNET	500220	514700	764.06
				INTERNET	500220	522410	149.99
				TELEPHONE/COMMUNICATIONS	500225	555510	110.00
				INTERNET	500220	555510	129.99
				OPERATING SUPPLIES	500350	533210	168.77
				INTERNET	500220	555510	169.77
			Check PWBDD 53540 Total for Fund 100 GENERAL FUND				<u>1,791.29</u>
05/22/2026	PWBDD	53542*#	CINTAS CORPORATION	OPERATING SUPPLIES	500350	533210	235.48
05/22/2026	PWBDD	53544	CMG VENTURES LLC	REPAIR AND MAINTENANCE	500240	522120	337.50
05/22/2026	PWBDD	53545	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	469.90
				OTHER EXPENSES	500310	515600	56.99
			Check PWBDD 53545 Total for Fund 100 GENERAL FUND				<u>526.89</u>
05/22/2026	PWBDD	53546	CORNERSTONE ONE, LLC	REPAIR AND MAINTENANCE	500240	522100	2,312.30
				REPAIR AND MAINTENANCE	500240	522100	4,256.67
			Check PWBDD 53546 Total for Fund 100 GENERAL FUND				<u>6,568.97</u>
05/22/2026	PWBDD	53548	EGELHOFF LAWNMOWER SERVICE	MAINTENANCE PARTS	500353	533210	104.74
05/22/2026	PWBDD	53552	EQUIPMENT RENTALS INC	REPAIR AND MAINTENANCE	500240	533440	1,435.75
05/22/2026	PWBDD	53553*#	EXTREME SKI & BIKE, INC	REPAIR AND MAINTENANCE	500240	522120	310.22
05/22/2026	PWBDD	53554	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	110.62
05/22/2026	PWBDD	53556*#	FORWARD TS	COMPUTER/COPIER SUPPLIES	500312	514100	30.49
05/22/2026	PWBDD	53557	FOX VALLEY TECHNICAL COLLEGE	TRAVEL & TRAINING	500330	522110	325.00
05/22/2026	PWBDD	53559*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	518100	4.49
05/22/2026	PWBDD	53560	HI-LINE, INC	MAINTENANCE PARTS	500353	533210	197.50
05/22/2026	PWBDD	53561*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	147.00
				ATTORNEY/CONSULTANT	500212	522110	882.00
			Check PWBDD 53561 Total for Fund 100 GENERAL FUND				<u>1,029.00</u>
05/22/2026	PWBDD	53567	MID-MORAINES MUNIC. ASSOCIATION	TRAVEL & TRAINING	500330	511100	82.00
05/22/2026	PWBDD	53570	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	113.86
				MAINTENANCE PARTS	500353	533210	50.98
				MAINTENANCE PARTS	500353	533210	21.20
				MAINTENANCE PARTS	500353	533210	160.23
				MAINTENANCE PARTS	500353	533210	18.72
				MAINTENANCE PARTS	500353	533210	(50.67)
			Check PWBDD 53570 Total for Fund 100 GENERAL FUND				<u>314.32</u>

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05/22/2026	PWBDD	53571*#	NASSCO, INC.	MAINTENANCE SUPPLIES	500340	522100	38.63
05/22/2026	PWBDD	53572	NELSON TACTICAL	UNIFORMS	500346	522120	396.00
05/22/2026	PWBDD	53575#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	980.00
				EQUIPMENT/SOFTWARE	500380	514700	1,799.00
				REPAIR AND MAINTENANCE	500240	522110	40.00
		Check PWBDD 53575	Total for Fund 100 GENERAL FUND				2,819.00
05/22/2026	PWBDD	53576	PITNEY BOWES INC	COMPUTER/COPIER SUPPLIES	500312	514100	161.01
05/22/2026	PWBDD	53578	POMP'S SERVICES INC.	MAINTENANCE PARTS	500353	533210	583.60
05/22/2026	PWBDD	53580	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	65.39
				UNIFORMS	500346	522120	78.89
		Check PWBDD 53580	Total for Fund 100 GENERAL FUND				144.28
05/22/2026	PWBDD	53583	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	396.27
				OPERATING SUPPLIES	500350	533210	633.81
		Check PWBDD 53583	Total for Fund 100 GENERAL FUND				1,030.08
05/22/2026	PWBDD	53584#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	124.69
				REPAIR AND MAINTENANCE	500240	518100	255.91
				MAINTENANCE SUPPLIES	500340	522100	125.59
				OPERATING SUPPLIES	500350	533210	125.54
		Check PWBDD 53584	Total for Fund 100 GENERAL FUND				631.73
05/22/2026	PWBDD	53586#	VANTAGE FINANCIAL, LLC	EQUIPMENT OUTLAY	500385	514700	999.00
				REPAIR AND MAINTENANCE	500240	522110	5,508.00
		Check PWBDD 53586	Total for Fund 100 GENERAL FUND				6,507.00
05/22/2026	PWBDD	53590#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	51,180.39
				MAINT/CONTRACTED SERVICES	500290	533730	27,780.66
		Check PWBDD 53590	Total for Fund 100 GENERAL FUND				78,961.05
05/29/2026	PWBDD	53594*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	533210	44.50
				TELEPHONE COMMUNICATIONS	500225	518100	44.50
		Check PWBDD 53594	Total for Fund 100 GENERAL FUND				89.00
05/29/2026	PWBDD	53595*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522310	140.56
				TELEPHONE/COMMUNICATIONS	500225	533110	77.08
				TELEPHONE/COMMUNICATIONS	500225	533210	140.56
				TELEPHONE/COMMUNICATIONS	500225	555510	104.56
				TELEPHONE/COMMUNICATIONS	500225	522110	1,362.99
		Check PWBDD 53595	Total for Fund 100 GENERAL FUND				1,825.75
05/29/2026	PWBDD	53597*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	17.07
				REPAIR AND MAINTENANCE	500240	555510	80.98
				MAINTENANCE SUPPLIES	500340	522100	26.02
				REPAIR AND MAINTENANCE	500240	533311	64.95
		Check PWBDD 53597	Total for Fund 100 GENERAL FUND				189.02
05/29/2026	PWBDD	53598#	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	533440	274.98
				MAINTENANCE PARTS	500353	533210	30.00
				MAINTENANCE PARTS	500353	533210	145.54

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<b>Fund: 100 GENERAL FUND</b>							
		Check PWBDD 53598	Total for Fund 100 GENERAL FUND				450.52
05/29/2026	PWBDD	53605	COMMUNITY UNITED METHODIST CHURCH	OTHER EXPENSES	500390	555140	150.00
05/29/2026	PWBDD	53606#	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	127.44
				OFFICE SUPPLIES	500310	514100	46.23
		Check PWBDD 53606	Total for Fund 100 GENERAL FUND				173.67
05/29/2026	PWBDD	53607	CREATIVE DISPLAYS	SUPPLIES AND EXPENSES	500347	555220	347.50
05/29/2026	PWBDD	53610	E.H. WOLF AND SONS, INC.	FUEL INVENTORY	161500	000000	6,405.78
				FUEL INVENTORY	161500	000000	6,002.53
		Check PWBDD 53610	Total for Fund 100 GENERAL FUND				12,408.31
05/29/2026	PWBDD	53611	EGELHOFF LAWNMOWER SERVICE	MAINTENANCE PARTS	500353	533210	19.79
05/29/2026	PWBDD	53613	ETI LLC	EQUIPMENT/SOFTWARE	500380	514700	224.00
05/29/2026	PWBDD	53615	FORWARD TS	COMPUTER/COPIER SUPPLIES	500312	514100	14.00
05/29/2026	PWBDD	53616#	FP SOLUTIONS LLC	REPAIR AND MAINTENANCE	500240	522100	500.00
				PROFESSIONAL SERVICES	500210	533210	210.00
		Check PWBDD 53616	Total for Fund 100 GENERAL FUND				710.00
05/29/2026	PWBDD	53617	GO RITEWAY TRANSPORTATION GROUP	OTHER EXPENSES	500390	555140	321.00
05/29/2026	PWBDD	53618*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	53.91
05/29/2026	PWBDD	53621	J R BOEHLKE INC	MAINT/CONTRACTED SERVICES	500290	555510	100.00
05/29/2026	PWBDD	53623	LOCHEN EQUIPMENT	MAINTENANCE PARTS	500353	533210	72.87
05/29/2026	PWBDD	53627	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	18.98
				MAINTENANCE PARTS	500353	533210	9.60
				MAINTENANCE PARTS	500353	533210	100.48
		Check PWBDD 53627	Total for Fund 100 GENERAL FUND				129.06
05/29/2026	PWBDD	53629*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	533210	61.94
05/29/2026	PWBDD	53630	ONTECH SYSTEMS, INC	EQUIPMENT/SOFTWARE	500380	514700	1,508.00
				EQUIPMENT/SOFTWARE	500380	514700	22,103.25
				PROFESSIONAL SERVICES	500210	514700	3,278.00
		Check PWBDD 53630	Total for Fund 100 GENERAL FUND				26,889.25
05/29/2026	PWBDD	53632	RAINBOW ECONSCIENCE	MAINT/CONTRACTED SERVICES	500290	555510	713.78
05/29/2026	PWBDD	53634	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	25.46
05/29/2026	PWBDD	53636	SAN-A-CARE, INC.	OPERATING SUPPLIES	500350	533210	179.03
05/29/2026	PWBDD	53637	SHERWIN INDUSTRIES, INC.	REPAIR AND MAINTENANCE	500240	533410	444.15
05/29/2026	PWBDD	53638	SITEONE LANDSCAPE SUPPLY	REPAIR AND MAINTENANCE	500240	533311	463.92
05/29/2026	PWBDD	53640	SPARTAN TRUF PRODUCTS LLC	MAINTENANCE PARTS	500353	533210	836.44
05/29/2026	PWBDD	53641	TAPCO, INC	SIGNS	500363	533311	443.25
				SIGNS	500363	533311	(433.15)
		Check PWBDD 53641	Total for Fund 100 GENERAL FUND				10.10

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05/29/2026	PWBDD	53642	TKK ELECTRONICS,LLC	REPAIR AND MAINTENANCE	500240	522120	455.50
05/29/2026	PWBDD	53643	TRANSUNION RISK AND ALTERNATIVE	PROFESSIONAL SERVICES	500210	522130	100.00
05/29/2026	PWBDD	53644	ULINE	REPAIR AND MAINTENANCE	500240	555510	121.28
05/29/2026	PWBDD	53645*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	127.69
05/29/2026	PWBDD	53646*#	US CELLULAR	TELEPHONE/COMMUNICATIONS	500225	533210	94.59
				TELEPHONE/COMMUNICATIONS	500225	555510	36.50
		Check PWBDD 53646	Total for Fund 100 GENERAL FUND				131.09
05/29/2026	PWBDD	53649*#	WAYSIDE NURSERIES, INC.	OPERATING SUPPLIES	500350	533311	246.75
05/29/2026	PWBDD	53650*#	WE ENERGIES	NATURAL GAS	500224	522100	1,460.31
				NATURAL GAS	500224	522100	14.37
				NATURAL GAS	500224	522410	46.84
				NATURAL GAS	500224	555510	78.90
				NATURAL GAS	500224	518100	174.86
				NATURAL GAS	500224	518100	213.57
				NATURAL GAS	500224	555510	61.73
				NATURAL GAS	500224	518100	194.96
				NATURAL GAS	500224	533210	398.57
		Check PWBDD 53650	Total for Fund 100 GENERAL FUND				2,644.11
Total For Fund: 100							754,936.60
<b>Fund: 200 CEMETERY FUND</b>							
05/06/2026	PWBDD	228(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - CEMETERY 969605	500222	544210	9.19
				ELECTRIC - ZUR RUHE 369700	500222	544210	58.15
				WATER SERVICE - ZUR RUHE 369700	500226	544210	25.75
				ELECTRIC - IMMANUAL 292300	500222	544210	17.51
				WATER SERVICE - IMMANUAL 292502	500226	544210	53.00
		Check PWBDD 228(E)	Total for Fund 200 CEMETERY FUND				163.60
05/05/2026	PWBDD	53487*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	544210	14.39
Total For Fund: 200							177.99
<b>Fund: 210 ROOM TAX FUND</b>							
05/06/2026	PWBDD	219(E)	CEDARBURG CHAMBER OF COMMERCE	CHAMBER TOURISM & DEVELOPMENT	500721	566700	17,531.64
05/05/2026	PWBDD	53403	CEDARBURG CHAMBER OF COMMERCE	CHAMBER TOURISM & DEVELOPMENT	500721	566700	5,843.88
Total For Fund: 210							23,375.52
<b>Fund: 220 RECREATION PROGRAMS FUND</b>							
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	AMAZON, CANVA	500347	555390	222.10
				GO DADDY, SPOTIFY	500394	555390	33.19
				AMAZON	500347	555390	419.98
				AMAZON	500347	555390	16.73
		Check PWBDD 234(E)	Total for Fund 220 RECREATION PROGRAMS FUND				692.00
05/05/2026	PWBDD	53395	ANNA S GORN	POMS EXPENSES	500394	555390	225.00
05/05/2026	PWBDD	53410	FUNTACTICS SOCCER CAMP	MAINT/CONTRACTED SERVICES	500290	555390	1,539.78

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<b>Fund: 220 RECREATION PROGRAMS FUND</b>							
05/05/2026	PWBDD	53429	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	1,294.75
05/05/2026	PWBDD	53436	OZAUKEE NONPROFIT CENTER	POMS EXPENSES	500394	555390	100.00
05/05/2026	PWBDD	53470	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	1,258.95
05/05/2026	PWBDD	53498	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	3,268.79
05/22/2026	PWBDD	53536	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	55.00
05/22/2026	PWBDD	53540*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	33.75
05/22/2026	PWBDD	53549	ELIZABETH PETERSON	MAINT/CONTRACTED SERVICES	500290	555390	140.00
05/29/2026	PWBDD	53596	BADGERETTE POM PON INC	POMS EXPENSES	500394	555390	1,085.00
05/29/2026	PWBDD	53601	CEDARBURG CULTURAL CENTER	POMS EXPENSES	500394	555390	664.36
05/29/2026	PWBDD	53602	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	640.00
05/29/2026	PWBDD	53608	DIGITAL EDGE OF WISCONSIN LLC	POMS EXPENSES	500394	555390	1,139.00
05/29/2026	PWBDD	53648	VILLAGE OF GRAFTON	MAINT/CONTRACTED SERVICES	500290	555390	567.00
Total For Fund: 220							12,703.38
<b>Fund: 232 DONATIONS</b>							
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	WDA, NAP	500352	522120	60.00
05/22/2026	PWBDD	53589	WISCONSIN DEPARTMENT OF SAFETY & P	K-9 UNIT EXPENSE	500352	522120	25.00
05/29/2026	PWBDD	53633	RAY ALLEN MANUFACTURING, LLC	K-9 UNIT EXPENSE	500352	522120	86.96
				K-9 UNIT EXPENSE	500352	522120	549.99
Check PWBDD 53633 Total for Fund 232 DONATIONS							636.95
Total For Fund: 232							721.95
<b>Fund: 240 SWIMMING POOL FUND</b>							
05/06/2026	PWBDD	228(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - POOL 960800	500222	555320	448.74
				WATER - POOL 960800	500226	555320	401.16
Check PWBDD 228(E) Total for Fund 240 SWIMMING POOL FUND							849.90
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	AMAZON	500340	555320	44.82
				AMAZON	500380	555320	14.99
				AMAZON	500340	555320	35.78
				ASCAP	500290	555320	462.33
Check PWBDD 234(E) Total for Fund 240 SWIMMING POOL FUND							557.92
05/05/2026	PWBDD	53398*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	555320	3.05
				MAINTENANCE SUPPLIES	500340	555320	20.67
Check PWBDD 53398 Total for Fund 240 SWIMMING POOL FUND							23.72
05/05/2026	PWBDD	53412	GRAFTON ACE HARDWARE	MAINTENANCE SUPPLIES	500340	555320	160.19
05/05/2026	PWBDD	53414	HAWKINS , INC.	OPERATING SUPPLIES	500350	555320	2,935.78
05/05/2026	PWBDD	53434*#	ONTECH SYSTEMS, INC	MAINT/CONTRACTED SERVICES	500290	555320	680.50
05/05/2026	PWBDD	53452*#	VILLAGE OF GRAFTON	OTHER EXPENSES	500390	555320	150.65

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<b>Fund: 240 SWIMMING POOL FUND</b>								
05/05/2026	PWBDD	53505#	OZAUKEE COUNTY	LICENSES & PERMITS	500324	555321	354.00	
				LICENSES & PERMITS	500324	555320	800.00	
		Check PWBDD 53505	Total for Fund 240 SWIMMING POOL FUND					1,154.00
05/22/2026	PWBDD	53537	CARRICO AQUATIC RESOURCES	OPERATING SUPPLIES	500350	555320	442.00	
				MAINTENANCE SUPPLIES	500340	555320	210.46	
		Check PWBDD 53537	Total for Fund 240 SWIMMING POOL FUND					652.46
05/22/2026	PWBDD	53540*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555320	33.06	
				INTERNET	500220	555320	229.00	
		Check PWBDD 53540	Total for Fund 240 SWIMMING POOL FUND					262.06
05/29/2026	PWBDD	53593	AMBROSE ENGINEERING INC.	MAINTENANCE SUPPLIES	500340	555320	1,100.00	
05/29/2026	PWBDD	53600	CEDAR CREST ICE CREAM	OPERATING SUPPLIES	500350	555321	1,582.08	
05/29/2026	PWBDD	53619	GREAT LAKES COCA-COLA	OPERATING SUPPLIES	500350	555321	1,469.98	
05/29/2026	PWBDD	53624	MASTER PRINTWEAR	UNIFORMS	500346	555320	759.95	
05/29/2026	PWBDD	53625	MCKESSON MEDICAL -SURGICAL	OPERATING SUPPLIES	500350	555320	134.65	
				OPERATING SUPPLIES	500350	555320	688.87	
		Check PWBDD 53625	Total for Fund 240 SWIMMING POOL FUND					823.52
05/29/2026	PWBDD	53650*#	WE ENERGIES	NATURAL GAS	500224	555320	26.35	
				NATURAL GAS	500224	555320	25.84	
		Check PWBDD 53650	Total for Fund 240 SWIMMING POOL FUND					52.19
Total For Fund: 240							13,214.90	
<b>Fund: 260 LIBRARY FUND</b>								
05/06/2026	PWBDD	221(E)	ELECTRONIC DATE PAYMENT SSTEMS	TECHNOLOGY	500382	555110	96.93	
05/06/2026	PWBDD	228(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - LIBRARY 965500	500222	555110	1,644.97	
				ELECTRIC - LIBRARY 969608	500222	555110	18.02	
				WATER SERVICE 965501	500226	555110	261.10	
		Check PWBDD 228(E)	Total for Fund 260 LIBRARY FUND					1,924.09
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	514.67	
				DELTA, HILTON	500330	555110	1,172.98	
				SALS, AMISH	500322	555110	1,352.36	
				FED EX, USPS	500315	555110	51.19	
				WALGREENS	500382	555110	57.49	
				CYBERLYNK	500225	555110	435.53	
				APPLE	500382	555110	29.99	
		Check PWBDD 234(E)	Total for Fund 260 LIBRARY FUND					3,614.21
05/05/2026	PWBDD	53393	AMAZON CAPITOL SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	119.49	
05/05/2026	PWBDD	53394	AMERICAN CITY BUSINESS JOURNALS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	250.00	
05/05/2026	PWBDD	53416	INGRAM LIBRARY SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	117.76	
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	122.13	
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	57.55	
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	550.96	
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	427.55	

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<b>Fund: 260 LIBRARY FUND</b>							
Check PWBDD 53416 Total for Fund 260 LIBRARY FUND							
05/05/2026	PWBDD	53419	JAMES IMAGING SYSTEMS, INC.	COMPUTER/COPIER SUPPLIES	500312	555110	461.50
				COMPUTER/COPIER SUPPLIES	500312	555110	223.46
Check PWBDD 53419 Total for Fund 260 LIBRARY FUND							
05/05/2026	PWBDD	53430	MONARCH LIBRARY SYSTEM	SHARED SYSTEM SERVICES	500381	555110	536.73
05/05/2026	PWBDD	53433*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	60.62
05/05/2026	PWBDD	53443	SCHLITZ AUDUBON NATURE CENTER	DONATION EXPENDITURES	500322	555110	200.00
05/05/2026	PWBDD	53444	SCHOLASTIC LIBRARY PUBLISHING	DONATION EXPENDITURES	500322	555110	752.00
05/05/2026	PWBDD	53464*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	42.05
05/05/2026	PWBDD	53473	CHILDREN'S PLUS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	333.37
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	82.50
Check PWBDD 53473 Total for Fund 260 LIBRARY FUND							
05/05/2026	PWBDD	53478	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	192.03
05/05/2026	PWBDD	53480	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	500290	555110	92.00
05/05/2026	PWBDD	53490	INGRAM LIBRARY SERVICES	DONATION EXPENDITURES	500322	555110	134.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	174.55
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	106.37
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	261.94
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	18.34
Check PWBDD 53490 Total for Fund 260 LIBRARY FUND							
05/05/2026	PWBDD	53500	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	270.73
05/05/2026	PWBDD	53512	RYAN FIREPROTECTION, INC	MAINT/CONTRACTED SERVICES	500290	555110	325.00
05/05/2026	PWBDD	53521	WISCONSIN MUSEUM OF QUILTS	DONATION EXPENDITURES	500322	555110	50.00
05/22/2026	PWBDD	53522	ADVANCED WILDLIFE AND PEST CONTROL	REPAIR AND MAINTENANCE	500240	555110	234.00
05/22/2026	PWBDD	53526	AMAZON CAPITOL SERVICES	OFFICE SUPPLIES	500310	555110	87.70
				OFFICE SUPPLIES	500310	555110	17.98
				OFFICE SUPPLIES	500310	555110	63.26
				OPERATING SUPPLIES	500350	555110	86.52
				PROGRAM SUPPLIES	500308	555110	46.40
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	88.17
				DONATION EXPENDITURES	500322	555110	49.50
				OFFICE SUPPLIES	500310	555110	119.74
				DONATION EXPENDITURES	500322	555110	255.98
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	54.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	20.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	262.16
Check PWBDD 53526 Total for Fund 260 LIBRARY FUND							
05/22/2026	PWBDD	53527*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	325.63
05/22/2026	PWBDD	53534	BRIDGE TOWER OPCO,LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	190.64
05/22/2026	PWBDD	53539	CENGAGE GROUP	DONATION EXPENDITURES	500322	555110	436.92

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<b>Fund: 260 LIBRARY FUND</b>							
05/22/2026	PWBDD	53540*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	213.46
05/22/2026	PWBDD	53541	CHILDREN'S PLUS	OFFICE SUPPLIES	500310	555110	15.49
05/22/2026	PWBDD	53547	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	147.99
05/22/2026	PWBDD	53553*#	EXTREME SKI & BIKE, INC	REPAIR AND MAINTENANCE	500240	555110	48.00
				REPAIR AND MAINTENANCE	500240	555110	100.25
		Check PWBDD 53553	Total for Fund 260 LIBRARY FUND				148.25
05/22/2026	PWBDD	53562	INGRAM LIBRARY SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	75.96
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	379.26
		Check PWBDD 53562	Total for Fund 260 LIBRARY FUND				455.22
05/22/2026	PWBDD	53564	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	1,701.57
05/22/2026	PWBDD	53568	MIDWEST TAPE, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,672.52
05/22/2026	PWBDD	53569	MONARCH LIBRARY SYSTEM	SHARED SYSTEM SERVICES	500381	555110	1,565.48
05/22/2026	PWBDD	53571*#	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	205.28
05/22/2026	PWBDD	53574*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	16.06
05/22/2026	PWBDD	53582	SIDECAR PUBLICATIONS, LLC	TECHNOLOGY	500382	555110	384.00
05/29/2026	PWBDD	53592	AMAZON CAPITOL SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	17.99
				OFFICE SUPPLIES	500310	555110	211.98
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	40.94
				DONATION EXPENDITURES	500322	555110	64.75
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	33.00
				DONATION EXPENDITURES	500322	555110	37.63
				DONATION EXPENDITURES	500322	555110	160.55
				PROGRAM SUPPLIES	500308	555110	20.40
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	143.00
				DONATION EXPENDITURES	500322	555110	26.30
				DONATION EXPENDITURES	500322	555110	40.42
				DONATION EXPENDITURES	500322	555110	345.67
		Check PWBDD 53592	Total for Fund 260 LIBRARY FUND				1,142.63
05/29/2026	PWBDD	53594*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	42.05
05/29/2026	PWBDD	53620	INGRAM LIBRARY SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	58.55
				DONATION EXPENDITURES	500322	555110	325.47
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	572.35
		Check PWBDD 53620	Total for Fund 260 LIBRARY FUND				956.37
05/29/2026	PWBDD	53628	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	30.95
05/29/2026	PWBDD	53650*#	WE ENERGIES	NATURAL GAS	500224	555110	454.69
Total For Fund: 260							23,088.47
<b>Fund: 270 FIRE DEPT &amp; EMS</b>							
05/06/2026	PWBDD	228(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - 161000	500222	522500	114.22
				WATER SERVICE - 161000	500226	522500	54.56
				ELECTRIC - 161200	500222	522500	289.44
				WATER SERVICE - 161200	500226	522500	286.86

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<b>Fund: 270 FIRE DEPT &amp; EMS</b>								
				ELECTRIC - 161201	500222	522500	831.32	
				ELECTRIC - 546800	500222	522500	47.99	
			Check PWBDD 228(E) Total for Fund 270 FIRE DEPT & EMS					<u>1,624.39</u>
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	AMAZON, ST. THOMAS	500310	522500	487.06	
				BIRCHILL & ADOBE	500310	522500	746.09	
				AMAZON & HOME DEPOT	500330	522500	1,171.90	
				AMAZON	500310	522500	111.43	
			Check PWBDD 234(E) Total for Fund 270 FIRE DEPT & EMS					<u>2,516.48</u>
05/05/2026	PWBDD	53392	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	147.78	
05/05/2026	PWBDD	53397	ASSOCIATIN OF OZAUKEE COUNTY FIRE	PROF PUBLICATIONS AND DUES	500320	522500	300.00	
05/05/2026	PWBDD	53398*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	1.57	
05/05/2026	PWBDD	53399	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	622.81	
05/05/2026	PWBDD	53400	BUDIAC PLUMBING INC	OPERATING SUPPLIES	500350	522500	276.00	
05/05/2026	PWBDD	53405	CONWAY SHIELD	FIREFIGHTING EQUIPMENT	500380	522500	104.00	
05/05/2026	PWBDD	53408	EMR, LLC	REPAIR AND MAINTENANCE	500240	522500	174.72	
05/05/2026	PWBDD	53411*#	GALLS, LLC	UNIFORMS	500346	522500	18.59	
				UNIFORMS	500346	522500	41.48	
			Check PWBDD 53411 Total for Fund 270 FIRE DEPT & EMS					<u>60.07</u>
05/05/2026	PWBDD	53420	JOIN THE FIRE SERVICE LLC	MARKETING	500223	522500	429.00	
05/05/2026	PWBDD	53434*#	ONTECH SYSTEMS, INC	TECHNOLOGY	500382	522500	785.00	
				TECHNOLOGY	500382	522500	105.00	
				TECHNOLOGY	500382	522500	824.04	
			Check PWBDD 53434 Total for Fund 270 FIRE DEPT & EMS					<u>1,714.04</u>
05/05/2026	PWBDD	53440	RENNERT'S FIRE EQUIPMENT	REPAIR AND MAINTENANCE	500240	522500	1,028.25	
				REPAIR AND MAINTENANCE	500240	522500	39,023.51	
			Check PWBDD 53440 Total for Fund 270 FIRE DEPT & EMS					<u>40,051.76</u>
05/05/2026	PWBDD	53442*#	ROTE OIL LTD	GAS AND OIL EXPENSE	500351	522500	329.99	
05/05/2026	PWBDD	53460	ABLE DISTRIBUTING	GROUNDS MAINTENANCE	500230	522500	118.87	
05/05/2026	PWBDD	53462	ANN A ARNOLD	REFUNDS - EMS BILLING	500392	522500	275.00	
05/05/2026	PWBDD	53464*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	44.50	
05/05/2026	PWBDD	53465	AURORA MEDICAL CENTER GRAFTON LLC	EMS SUPPLIES AND EXPENSES	500347	522500	201.21	
05/05/2026	PWBDD	53466	BATZNER PEST CONTROL	MAINT/CONTRACTED SERVICES	500290	522500	85.75	
05/05/2026	PWBDD	53471	CASPER COFFEE & VENDING	OPERATING SUPPLIES	500350	522500	166.50	
05/05/2026	PWBDD	53475	CKC GRAPHICS & SIGNS	OPERATING SUPPLIES	500350	522500	50.00	
05/05/2026	PWBDD	53477	CYNTHIA READ	REFUNDS - EMS BILLING	500392	522500	125.00	
05/05/2026	PWBDD	53484	GALLS, LLC	UNIFORMS	500346	522500	56.96	
				UNIFORMS	500346	522500	77.86	
				UNIFORMS	500346	522500	43.78	

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<b>Fund: 270 FIRE DEPT &amp; EMS</b>							
				UNIFORMS	500346	522500	125.79
				UNIFORMS	500346	522500	63.82
				UNIFORMS	500346	522500	57.76
		Check PWBDD 53484	Total for Fund 270 FIRE DEPT & EMS				425.97
05/05/2026	PWBDD	53487*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	522500	25.00
05/05/2026	PWBDD	53497	MACQUEEN EQUIPMENT	FIREFIGHTING EQUIPMENT	500380	522500	1,272.54
05/05/2026	PWBDD	53508	RELIANT FIRE APPARATUS, INC.	REPAIR AND MAINTENANCE	500240	522500	3,510.88
05/05/2026	PWBDD	53518	VANTAGE FINANCIAL,LLC	MAINT/CONTRACTED SERVICES	500290	522500	133.00
05/05/2026	PWBDD	53519*#	WAYSIDE NURSERIES, INC.	GROUNDS MAINTENANCE	500230	522500	152.00
05/22/2026	PWBDD	53523	ADVENT APPLIANCE REPAIR SERVICE LL	OPERATING SUPPLIES	500350	522500	195.04
05/22/2026	PWBDD	53525	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	197.48
				EMS SUPPLIES AND EXPENSES	500347	522500	124.56
		Check PWBDD 53525	Total for Fund 270 FIRE DEPT & EMS				322.04
05/22/2026	PWBDD	53528	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	669.02
05/22/2026	PWBDD	53531*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	522500	87.27
05/22/2026	PWBDD	53533*#	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	1,106.36
05/22/2026	PWBDD	53540*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	20.46
				TELEPHONE/COMMUNICATIONS	500225	522500	230.06
		Check PWBDD 53540	Total for Fund 270 FIRE DEPT & EMS				250.52
05/22/2026	PWBDD	53550	EMERGENCY LIGHTING SOLUTIONS LLC	REPAIR AND MAINTENANCE	500240	522500	965.00
				REPAIR AND MAINTENANCE	500240	522500	3,660.00
		Check PWBDD 53550	Total for Fund 270 FIRE DEPT & EMS				4,625.00
05/22/2026	PWBDD	53551	EMS MANAGEMENT & CONSULTANTS	PROFESSIONAL SERVICES	500210	522500	2,474.25
05/22/2026	PWBDD	53555	FIRE SAFETY USA INC	FIREFIGHTING EQUIPMENT	500380	522500	184.90
05/22/2026	PWBDD	53556*#	FORWARD TS	MAINT/CONTRACTED SERVICES	500290	522500	30.49
				MAINT/CONTRACTED SERVICES	500290	522500	54.07
		Check PWBDD 53556	Total for Fund 270 FIRE DEPT & EMS				84.56
05/22/2026	PWBDD	53558	GALLS, LLC	UNIFORMS	500346	522500	20.92
05/22/2026	PWBDD	53559*#	GRAFTON ACE HARDWARE	GROUNDS MAINTENANCE	500230	522500	23.39
05/22/2026	PWBDD	53565	JOIN THE FIRE SERVICE LLC	MARKETING	500223	522500	429.00
05/22/2026	PWBDD	53566	LETTERS & SIGNS	REPAIR AND MAINTENANCE	500240	522500	3,344.00
05/22/2026	PWBDD	53574*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	108.47
				OPERATING SUPPLIES	500350	522500	40.36
		Check PWBDD 53574	Total for Fund 270 FIRE DEPT & EMS				148.83
05/22/2026	PWBDD	53581	RICOH USA, INC.	MAINT/CONTRACTED SERVICES	500290	522500	6.93
05/22/2026	PWBDD	53591	WPP LLC	OPERATING SUPPLIES	500350	522500	47.50
05/29/2026	PWBDD	53594*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	44.50

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<b>Fund: 270 FIRE DEPT &amp; EMS</b>							
05/29/2026	PWBDD	53595*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	31.99
05/29/2026	PWBDD	53597*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	19.76
05/29/2026	PWBDD	53599	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	112.50
05/29/2026	PWBDD	53603	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	358.06
05/29/2026	PWBDD	53614	FIRE SAFETY USA INC	FIREFIGHTING EQUIPMENT	500380	522500	485.75
05/29/2026	PWBDD	53618*#	GRAFTON ACE HARDWARE	FIREFIGHTING EQUIPMENT	500380	522500	117.86
05/29/2026	PWBDD	53622	LETTERS & SIGNS	REPAIR AND MAINTENANCE	500240	522500	45.00
				REPAIR AND MAINTENANCE	500240	522500	1,215.00
		Check PWBDD 53622	Total for Fund 270 FIRE DEPT & EMS				<u>1,260.00</u>
05/29/2026	PWBDD	53629*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	67.51
05/29/2026	PWBDD	53639	SOUTHSIDE TIRECO., INC	REPAIR AND MAINTENANCE	500240	522500	1,141.20
05/29/2026	PWBDD	53645*#	UNIFIRST CORPORATION	MAINT/CONTRACTED SERVICES	500290	522500	161.07
05/29/2026	PWBDD	53646*#	US CELLULAR	TELEPHONE/COMMUNICATIONS	500225	522500	15.50
05/29/2026	PWBDD	53647	UW HEALTH	EMS SUPPLIES AND EXPENSES	500347	522500	275.00
05/29/2026	PWBDD	53650*#	WE ENERGIES	NATURAL GAS	500224	522500	386.64
				NATURAL GAS	500224	522500	245.30
		Check PWBDD 53650	Total for Fund 270 FIRE DEPT & EMS				<u>631.94</u>
Total For Fund: 270							<u>73,681.00</u>
<b>Fund: 300 DEBT SERVICE FUND</b>							
05/27/2026	PWBDD	235(E)	BANK FIRST	DEBT SERVICE - INTEREST	500620	581577	57,042.98
Total For Fund: 300							<u>57,042.98</u>
<b>Fund: 350 TIF DISTRICT FUND #4</b>							
05/22/2026	PWBDD	53532	BOARDMAN & CLARK LLP	ATTORNEY/CONSULTANT	500212	566710	1,036.00
05/22/2026	PWBDD	53561*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	269.50
Total For Fund: 350							<u>1,305.50</u>
<b>Fund: 353 TIF DISTRICT #6</b>							
05/22/2026	PWBDD	53561*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	2,817.50
Total For Fund: 353							<u>2,817.50</u>
<b>Fund: 354 TIF DISTRICT #7</b>							
05/29/2026	PWBDD	53649*#	WAYSIDE NURSERIES, INC.	MAINT/CONTRACTED SERVICES	500290	566710	199.00
				MAINT/CONTRACTED SERVICES	500290	566710	180.00
		Check PWBDD 53649	Total for Fund 354 TIF DISTRICT #7				<u>379.00</u>
Total For Fund: 354							<u>379.00</u>
<b>Fund: 400 CAPITAL IMPROVEMENTS FUND</b>							
05/06/2026	PWBDD	220(E)#	SOUTHGATE LEASE SERVICES	SQUAD LEASE PAYMENT - PRINCIPAL	500611	581500	9,855.00
				SQUAD LEASE PAYMENT - INTEREST	500621	581500	2,063.77
				VEHICLE REPLACEMENTS	500811	522120	607.09

**CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG**

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount	
<b>Fund: 400 CAPITAL IMPROVEMENTS FUND</b>								
				BI LEASE PAYMENT - PRINCIPAL	500612	581500	514.72	
				PD MISC LEASE - PRINCIPAL	500613	581500	1,643.41	
				PD MISC LEASE - INTEREST	500623	581500	263.84	
				VEHICLE REPLACEMENTS	500811	522120	146.25	
			Check PWBDD 220(E) Total for Fund 400 CAPITAL IMPROVEMENTS FUND					<u>15,094.08</u>
05/05/2026	PWBDD	53391*#	AECOM TECHNICAL SERVICES INC	NR216 COMPLIANCE	500472	533440	757.29	
05/05/2026	PWBDD	53422	KUSTOM SIGNALS, INC.	VEHICLE REPLACEMENTS	500811	522120	178.00	
05/05/2026	PWBDD	53438	RAY ALLEN MANUFACTURING, LLC	VEHICLE REPLACEMENTS	500811	522120	99.98	
05/05/2026	PWBDD	53449	TRUCK COUNTRY-OF WISCONSIN INC	EQUIP REPLACEMENT	500880	533210	125,773.00	
05/05/2026	PWBDD	53461	ACME SPORTS, INC.	OFFICER EQUIPMENT	500724	522120	459.68	
				OFFICER EQUIPMENT	500724	522120	808.50	
			Check PWBDD 53461 Total for Fund 400 CAPITAL IMPROVEMENTS FUND					<u>1,268.18</u>
05/05/2026	PWBDD	53507	PRECISION CUT WINDOW TINT, LLC	VEHICLE REPLACEMENTS	500811	522120	450.00	
05/22/2026	PWBDD	53543	CKC GRAPHICS & SIGNS	VEHICLE REPLACEMENTS	500811	522120	1,300.00	
				VEHICLE REPLACEMENTS	500811	522120	293.00	
			Check PWBDD 53543 Total for Fund 400 CAPITAL IMPROVEMENTS FUND					<u>1,593.00</u>
05/22/2026	PWBDD	53573	NEWMAN CHEVROLET	EQUIP REPLACEMENT	500880	533210	2,807.51	
05/22/2026	PWBDD	53579	R.A. SMITH NATIONAL	STREET IMPROVEMENTS	500854	533311	11,031.40	
05/22/2026	PWBDD	53587*#	VINTON CONSTRUCTION COMPANY	STREET IMPROVEMENTS	500854	533311	13,496.89	
				STORMWATER IMPROVEMENTS	500475	533440	6,538.95	
				DUE FROM LIGHT & WATER	156200	000000	5,488.39	
			Check PWBDD 53587 Total for Fund 400 CAPITAL IMPROVEMENTS FUND					<u>25,524.23</u>
05/29/2026	PWBDD	53609*#	DORNER INC.	STREET IMPROVEMENTS	500854	533311	59,442.05	
				STORMWATER IMPROVEMENTS	500475	533440	163,184.93	
				DUE FROM LIGHT & WATER	156200	000000	194,228.16	
			Check PWBDD 53609 Total for Fund 400 CAPITAL IMPROVEMENTS FUND					<u>416,855.14</u>
05/29/2026	PWBDD	53612	EQUIPMENT RENTALS INC	EQUIP REPLACEMENT	500880	533210	8,000.00	
Total For Fund: 400							<u>609,431.81</u>	
<b>Fund: 410 LEAD SERVICE - PRIVATE</b>								
05/05/2026	PWBDD	53427	M&E CONSTRUCTION LLC	PRIVATE SIDE - LEAD PIPE	500872	533750	101,405.37	
Total For Fund: 410							<u>101,405.37</u>	
<b>Fund: 601 WATER RECYCLING CENTER</b>								
05/06/2026	PWBDD	228(E)*#	CEDARBURG LIGHT & WATER	GARFIELD LIFT STATION 953600	500340	573840	1,520.35	
				GARFIELD LIFT STATION 953601	500340	573840	106.61	
				ELECTRIC - SEWER PLANT 957501	500222	573825	10,193.80	
				WRC PLANT WATER - 957502	500226	573825	178.30	
				WRC PLANT WATER - 957503	500226	573825	550.58	
				RIVEREDGE LIFT STATION - 150700	500340	573840	38.29	
				DOERR WAY LIFT STATION - 194300	500340	573840	76.65	
				PORTLAND ROAD LIFT STATION - 411300	500340	573840	56.75	
				KEUP ROAD LIFT STATION - 448006	500340	573840	72.46	

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CHECK DATE 05/02/2026 - 06/01/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount	
<b>Fund: 601 WATER RECYCLING CENTER</b>								
				CEDAR HEDGE LIFT STATION - 452900	500340	573840	172.00	
				KENZIE WAY LIFT STATION - 464740	500340	573840	135.57	
				HIGHLAND LIFT STATION - 362375	500340	573840	379.25	
				EVERGREEN LIFT STATION - 804202	500340	573840	250.02	
			Check PWBDD 228(E) Total for Fund 601 WATER RECYCLING CENTER					<u>13,730.63</u>
05/27/2026	PWBDD	234(E)*#	ELAN FINANCIAL SERVICES	AMAZON	500372	573825	316.80	
				HAMPTON INN	500330	573850	1,168.00	
				FIRST TRUCK PARTS	500340	573830	2,599.28	
				COMPUTER/COPIER SUPPLIES	500312	573825	148.99	
				AMAZON	500360	573835	281.67	
				AMAZON	500342	573830	50.73	
			Check PWBDD 234(E) Total for Fund 601 WATER RECYCLING CENTER					<u>4,565.47</u>
05/05/2026	PWBDD	53426	LUBRICATION ENGINEERS	MAINTENANCE SUPPLIES	500340	573830	1,098.80	
05/05/2026	PWBDD	53428	MACQUEEN EQUIPMENT	COLLECTION SYSTEM MAINT	500360	573835	178.07	
05/05/2026	PWBDD	53433*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	33.78	
05/05/2026	PWBDD	53437	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	150.00	
05/05/2026	PWBDD	53447*#	SUPERIOR CHEMICAL LLC	MAINTENANCE SUPPLIES	500340	573830	372.74	
05/05/2026	PWBDD	53451	USA BLUEBOOK	SAFETY EQUIPMENT	500372	573825	236.99	
05/05/2026	PWBDD	53464*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	44.50	
05/05/2026	PWBDD	53474	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	205.85	
05/05/2026	PWBDD	53499*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	573845	113.00	
05/05/2026	PWBDD	53501	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	416.19	
05/05/2026	PWBDD	53504*#	ONTECH SYSTEMS, INC	MAINTENANCE SUPPLIES	500340	573840	1,159.00	
05/05/2026	PWBDD	53506	PACE ANALYTICAL SERVICES, LLC	STATE OF WI TESTING	500323	573850	1,182.00	
				STATE OF WI TESTING	500323	573850	198.20	
				STATE OF WI TESTING	500323	573850	171.00	
			Check PWBDD 53506 Total for Fund 601 WATER RECYCLING CENTER					<u>1,551.20</u>
05/05/2026	PWBDD	53517	UNITED STATES GEOLOGICAL SURVEY	EXTRAORDINARY SERVICES	500211	573850	600.00	
05/22/2026	PWBDD	53524	AERZEN USA CORPORATION	MAINTENANCE SUPPLIES	500340	573830	1,566.90	
05/22/2026	PWBDD	53527*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	230.72	
05/22/2026	PWBDD	53530	BADGER STATE WASTE, LLC	SLUDGE HAULING	500294	573825	28,644.00	
05/22/2026	PWBDD	53540*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	55.25	
				TELEPHONE/COMMUNICATIONS	500225	573825	149.99	
			Check PWBDD 53540 Total for Fund 601 WATER RECYCLING CENTER					<u>205.24</u>
05/22/2026	PWBDD	53542*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	205.04	
05/22/2026	PWBDD	53563	INSIGHT VISION LLC	COLLECTION SYSTEM MAINT	500360	573835	904.00	
05/22/2026	PWBDD	53577	PLATINUM CHEMICALS, INC	SAFETY EQUIPMENT	500372	573825	452.00	
05/22/2026	PWBDD	53585	USA BLUEBOOK	MAINTENANCE SUPPLIES	500340	573840	18.91	

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CHECK DATE 05/02/2026 - 06/01/2026

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<b>Fund: 601 WATER RECYCLING CENTER</b>							
05/22/2026	PWBDD	53587*#	VINTON CONSTRUCTION COMPANY	COLLECTION MAINS AND ACCESS.	184313	000000	419,613.07
05/22/2026	PWBDD	53588	VISU-SEWER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	11,737.00
05/29/2026	PWBDD	53594*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	44.50
05/29/2026	PWBDD	53595*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	98.85
05/29/2026	PWBDD	53604	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	205.04
05/29/2026	PWBDD	53609*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	217,688.49
05/29/2026	PWBDD	53626	MEAD & HUNT INC.	WRC ADAPTIVE MANAGEMENT	500383	573835	1,712.00
05/29/2026	PWBDD	53631	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
05/29/2026	PWBDD	53635	RUEKERT-MIELKE, INC.	UPGRADES & MODIFICATIONS TO EVERGREEN LS	185324	000000	2,904.93
05/29/2026	PWBDD	53646*#	US CELLULAR	TELEPHONE/COMMUNICATIONS	500225	573825	31.41
05/29/2026	PWBDD	53650*#	WE ENERGIES	MAINTENANCE SUPPLIES	500340	573840	19.85
				MAINTENANCE SUPPLIES	500340	573840	11.11
				MAINTENANCE SUPPLIES	500340	573840	24.95
				NATURAL GAS	500224	573825	43.82
				MAINTENANCE SUPPLIES	500340	573840	14.15
				MAINTENANCE SUPPLIES	500340	573840	16.29
				NATURAL GAS	500224	573825	47.30
				ELECTRIC	500222	573825	19.17
				ELECTRIC	500222	573825	14.15
			Check PWBDD 53650 Total for Fund 601 WATER RECYCLING CENTER				<u>210.79</u>
Total For Fund: 601							<u>712,454.11</u>
Report Total:							<u>2,386,736.08</u>

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

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

**CITY OF CEDARBURG**  
**PAYROLL**  
5/6/26 - 6/3/26


**PWSB PAYROLL CHECKING ACCOUNT**

5/15/2026	\$214,545.87	Payroll for 4/26/26 - 5/9/26
5/15/2026	\$90,652.48	Payroll taxes for 4/26/26 - 5/9/26
5/29/2026	\$211,899.76	Payroll for 5/10/26 - 5/23/26
5/29/2026	<u>\$85,252.68</u>	Payroll taxes for 5/10/26 - 5/23/26
	\$602,350.79	

## City of Cedarburg, Wisconsin



### City Administrator's Report

 Date: June 1, 2026

*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

### Park and Rec

- The pool is now open for the season.
- The roof and skylights have been repaired.
- Seasonal employees have started

### Finance

- Budget memo has gone out for departments to work on.
- Invoicing is being emailed to help streamline accounts receivable.

### Senior Center

- Both scheduled day trips were successful.

### Planning

- There will be a Joint Plan Commission and Common Council meeting on June 15 to review the Neuman Project, which includes 394 homes.

### Human Resources

- There has been an offer extended and accepted for the City Assistant Engineer Position.

### Light & Water

- A Customer Service position is now available and open for applications.
- Lead services are expected to be completed by the end of the week.
- Water Operator Dan Freeman will retire on July 10, 2026, and Billing Specialist Andrea Blawat will retire July 7, 2026.

## Engineering

- Lane Closures on South Washington Next Week
- The 2026 Street and Utility project is ahead of schedule.
- Safe Step has been chosen to handle the sidewalk enhancement program.
- A lane will be closed at Bridge and Washington Avenue for roof replacement at Cedar Creek Settlement.

## Water Recycling Center

- Odor neutralizer is being added at the treatment plant by the biosolids.
- Lift station monitor is ending at the end of the year, another one will have to be purchased, which is approximately \$20,000.00 - \$30,000.00.

## Police Department

- The marathon event necessitated additional overtime
- There is a growing concern regarding the increasing number of e-bikes in the area, which may pose safety challenges.

## Clerk

- The Clerk's office is currently processing alcohol beverage license renewals.
- The Board of Review will meet on June 9th at 6:00 PM.
- The Board of Appeals will convene at 6:00 PM on June 11th, 2026.
- Ballots will be mailed this month for the August election.



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

May 18, 2026

Maureen Hartjes  
Deputy Treasurer  
City of Cedarburg, Wisconsin

Dear Maureen:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning January 2026. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at [www.gfoa.org](http://www.gfoa.org). If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Cedarburg  
Wisconsin**

For the Fiscal Year Beginning

**January 01, 2026**

*Christopher P. Morill*

Executive Director