



**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, JULY 13, 2026 – 7:00 PM**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, July 13, 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:

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 by noon on the day of the meeting for distribution to the Common Council.

7. NEW BUSINESS

- A. Discussion and possible action on a Dam Feasibility Study proposal from Inter-Fluve, Inc.
- B. Discussion and possible action on the Design Consultant Solicitation and Selection Proposal for the Upgrades and Expansion of the existing Water Recycling Center.
- C. Discussion and possible action on the addendum to the Intergovernmental Cooperation Agreement for Paramedic Intercept Services.
- D. Discussion and possible action on Ordinance 2026-16 amending Sections 5-2-

7 Codes Adopted, 5-3-2 Recovery of Costs, and 15-1 Building/Historic, Electrical and Plumbing Codes.

- E. Discussion and possible action on Ordinance 2026-15, amending Sec. 9-2-12 Sand and grease trap installations.
- F. Discussion and possible action on the approval of Resolution 2026-04: Resolution Authorizing the Issuance and Sale of Up to \$1,008,640 Taxable General Obligation Water System Promissory Notes, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement

8. CONSENT AGENDA

- A. Discussion and possible action on approval of June 29, 2026 Common Council Meeting Minutes.
- B. Discussion and possible action on approval of a Change of Agent on the Alcohol Beverage License for Cedarburg Art Museum & Society, Inc. to Mirel Crumb.
- C. Discussion and possible action on Transient Entertainment License to Rainbow Valley Rides, Inc. for the 2026 Ozaukee County Fair on July 29 (4:00 p.m. - 10:00 p.m.), July 30 - August 1 (noon - 10:00 p.m.), and August 2 (noon - 5:00 p.m.) and the request to waive the requirement for a Clean Up Bond as requested by the Ozaukee County Agricultural Society.
- D. Discussion and possible action on approval of bills dated 06/21/2026-07/02/2026 and payroll dated 06/21/2026-07/04/2026.

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report

Update on Ad Hoc Bicycle & Pedestrian Committee

10. COMMUNICATIONS

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

11. 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 is item 11.A.1
 - 1. Discussion and review of the flooded basement claim submitted by Lyle Fries regarding an incident on April 14, 2026.
 - 2. Discussion and possible action on approval of June 8, 2026 Closed Session

12. RECONVENE TO OPEN SESSION

- A. Discussion and possible action on flooded basement claim from Lyle Fries.

13. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee, or commission pursuant to State ex. rel. Badke v.

Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

** Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments.

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office, (262) 375-7606, email: cityhall@cityofcedarburg.wi.gov

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: A.

TITLE:

Discussion and possible action on a Dam Feasibility Study proposal from Inter-Fluve, Inc.

ISSUE SUMMARY:

At the most recent council meeting, the City Council directed the City Administrator to obtain a revised quote for the dam removal feasibility study. This action ensures that updated cost estimates and scope adjustments are considered before proceeding further with the project. The feasibility study for the removal of the Cedarburg Woolen Mills Dam, prepared by Inter-Fluve, Inc. outlines a comprehensive approach to evaluating dam removal alternatives. The study covers water control, demolition logistics, access and staging, restoration, and sediment management. Key elements include:

- **Water Control:** Examining drawdown options and aquatic species management.
- **Demolition:** Planning methods, sequencing, and material handling.
- **Access & Staging:** Addressing equipment access, road impacts, and traffic control.
- **Restoration:** Considering bank stabilization, floodplain restoration, and recreational amenities.
- **Sediment Management:** Estimating volumes, analyzing grain size, and evaluating contamination risks.

Scope of Work

- **Project Management & Communications:** Includes kickoff and design meetings with stakeholders.
- **Data Collection:** Desktop review of existing data and field reconnaissance.
- **Feasibility Study Report:** Draft and final reports with executive summary, methods, access plans, water routing, sediment management, restoration alternatives, and cost estimates.
- ***Optional Tasks:** Bathymetric survey, sediment depth measurement, and contaminant sampling/testing.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

- **Base Estimate:** \$49,678

- **Optional Tasks:** *\$26,257
- **Grand Total (with optional tasks):** \$75,935

Funded from general fund contingency reserve.

ATTACHMENTS:

1. Cedarburg Dam Removal Feasibility_SOW 20260707

INITIATED/REQUESTED BY:

Mikko Hilvo

FOR MORE INFORMATION CONTACT:

Mikko Hilvo, City Administrator

PROPOSAL SCOPE OF WORK

Dam Removal Feasibility Study

Cedarburg Woolen Mills Dam

Submitted to

Mikko J. Hilvo, MPA
City Administrator
City of Cedarburg
W63N645 Washington Ave.
Cedarburg, WI 53012

July 7th, 2026

Submitted by

Inter-Fluve, Inc.

Primary Contact:

Marty Melchior
Inter-Fluve, Inc.
113 South Main Street
Suite 107
Lodi, WI 53555

Phone: 608-354-8260

Email: mmelchior@interfluve.com

Introduction

The Cedarburg Woolen Mills Dam is located on Cedar Creek in Cedarburg, Wisconsin. In order to better understand alternatives for management of the dam and impoundment, the City of Cedarburg and their project partners are interested in updating the science and engineering data available for the dam. The scope of work below includes initial data collection and analysis, as well as development of a Concept Plan that addresses the major elements of dam removal.

Dam removal planning and design for large dams requires an understanding of several key elements including:

- *Water control* – This examines options for impoundment drawdown, including using existing penstocks, gates or other mechanical means, siphoning, notching etc.. Water control also examines water diversion or control within or downstream of the impoundment as it relates to sediment capture or trapping. Management of aquatic species is also considered, including mussel and fish relocation needs prior to drawdown.
- *Demolition* – Planning demolition means and methods requires examination of the spillway and appurtenant structures, and how they may be manipulated to aid in drawdown. Demolition of built structures, the sequencing of demolition, management of demolished materials, hauling issues and road impacts, and aesthetic or historical concerns are all part of demolition logistical planning.
- *Access and staging* – Equipment access is an important aspect of removal. Trucking of sediment and debris, road impacts, noise, time of day restrictions, in river fisheries windows, ingress and egress, traffic control and movement within the exposed sediment of the impoundment must all be examined.
- *Restoration* – Post removal restoration in steep river systems is often aided by natural recovery, either with active sediment management or through more passive means. However, bank stabilization, floodplain restoration, aesthetic restoration of bedrock surfaces, in channel habitat features and restoration of geomorphic processes must all be considered. Restoration also includes long term management of invasive species and riparian corridors, and consideration of recreational aspects such as trails, water access, signage and overlooks.
- *Sediment management* – Among the elements of dam removal, sediment management is pivotal in determining the means and methods for removal, and is the most influential factor determining the total potential cost of removal. A well thought out sediment management plan is key to successful removal, and includes sediment volume estimation, sediment grain size analysis, sediment evacuation analysis, active and passive sediment removal alternatives analysis and sediment contamination. Sediment contamination can have a significant impact on dam removal planning, as special handling and disposal can dramatically increase active management costs.

We have included a base bid scope with impoundment bathymetry and sediment depth probing as ala carte items that can be completed now to help refine cost estimates, or could be deferred until funding is available. The base bid includes the University of Wisconsin method for

estimating sediment impoundment. This ballpark method examines the valley shape of the impoundment upstream and downstream of the dam, and extrapolates that surface through the impoundment. That surface is then subtracted from the bathymetric surface (top of sediment) to give a sediment volume.

The scope of work can be modified to best suit the needs of the City.

Scope of Work

1. PROJECT MANAGEMENT AND COMMUNICATIONS

- 1.1. *General project management* – Inter-Fluve will manage staff and tasks to complete deliverables in a timely manner.
- 1.2. *Project Kickoff Meeting* – Inter-Fluve will organize and conduct one project kickoff meeting of project partners via a web conference. This meeting will solicit performance criteria from stakeholders, and will detail those in table format. Scope of work, schedule and potential design concept formats will be reviewed and a preferred style chosen by the stakeholder.
- 1.3. *Concept Design Meeting* – Inter-Fluve will attend a web meeting to discuss project partner feedback on the draft concept report and drawings.

Deliverables

- Attendance at meetings as described and preparation of visual aids and displays.

Assumptions

- Minutes of meetings are the responsibility of others. Additional staff can be added for note-taking and minute preparation via addendum.

2. DATA COLLECTION

- 2.1. *Desktop Investigation* – Inter-Fluve will review and synthesize previously collected information on Cedar Creek for use in internal and project team meetings, and for development of field investigation strategy and conceptual designs. This includes dam safety reports from the four City-owned dams, historical photos, structural engineering plans, LiDAR data, hydrologic data, floodplain maps, and ecological data including fish, threatened and endangered species, and macroinvertebrates (including mussels). A review of short term and long-term potential ecological impacts will be completed for no action and dam removal alternatives, and will be summarized in the feasibility report. This desktop approach does not include actual field surveys but will provide information regarding potential impacts of dam removal alternatives.
- 2.2. *Field Reconnaissance* – Inter-Fluve will conduct a field reconnaissance of the project reach, including photo documentation of dam, impoundment and riverine conditions. Field reconnaissance will include basic geomorphic assessment, channel stability evaluation, survey of dam structure and appurtenances, stormwater outlet review and an assessment of affected tributaries.

Deliverables

- Findings of field reconnaissance, bathymetric survey, and sediment volume estimate will be included with the Feasibility Study Report.

Assumptions

- Wetland delineation is not included in this Scope of Work. It is recommended that formal wetland delineation be delayed until Final Design.
- Phase 1 Cultural Resources Investigation work (Section 106, NHPA) is not recommended at this time, and is not included in this scope of work. Such work will likely be needed, but can be completed during Final Design.
- Mussel inventory is not recommended at this time and is not included in this scope of work. It is likely that mussels inhabit the river downstream. Mussel inventory may need to be completed during design.

3. FEASIBILITY STUDY REPORT

3.1. *Feasibility Study Report* – Inter-Fluve will develop a Draft and Final Feasibility Study Report that includes an Executive Summary and the following sections:

- 3.1.1. Methods – A summary of field data collection and analysis methods will be given for surveying and sediment analysis.
- 3.1.2. Field Reconnaissance Review – Inter-Fluve will summarize the findings of the field reconnaissance of the four City-owned dams.
- 3.1.3. Preliminary Staging and Access Plan - Inter-Fluve will develop a Preliminary Staging and Access Plan identifying staging areas and access for dam removal and river restoration work.
- 3.1.4. Preliminary Water Routing Plan - Inter-Fluve will develop alternatives and describe drawdown methods, season and duration, sequencing; plans for potential dewatering; cofferdam, pumping, or siphoning scenarios that may (or may not) be utilized to dewater work areas; and contingencies in case of excessive rain and high water during the removal process.
- 3.1.5. Preliminary Sediment Management Plan (SMP) - The preliminary SMP will summarize the results of the sediment sampling and analysis, quantity and disposition of sediments in the impoundment, and alternatives for management of sediment during and after the dam removal process. We anticipate options to include allowing passive evacuation of sediment from the impoundment to downstream river reaches, active excavation of sediment throughout the impoundment, and a mix of passive and active management. A discussion of sediment fate and potential trapping will accompany passive allowance of mobile sediment. The preliminary SMP will document a recommended approach.
- 3.1.6. Impoundment Restoration Alternatives – Channel restoration alternatives will be

presented, incorporating performance criteria, riparian vegetation, stream channel restoration, infrastructure, recreational paddler safety, overlooks, water access, and park amenities. Ecological impacts for No Action versus Dam Removal will be summarized.

3.1.7. Cost Estimates – Concept level estimates (+/- 50%) for engineering, permitting and construction will be generated for alternative concepts.

3.2. *Concept Renderings* – Inter-Fluve will develop concept drawings for a post dam removal condition based on initial discussions with the Owner and the collected data. Concept drawing style will be decided at initial design meetings. The concept alternatives drawing will include a plan view and up to two typical cross-sections.

Deliverables

- Draft and Final Feasibility Study Report as described above (PDF format). Comments to the Draft report will be incorporated into the Final Report.
- One concept drawing of the dam removal and restoration alternative will be developed (PDF format, 11 x 17" color). Additional alternative renderings can be added via addendum.

Assumptions

- Inter-Fluve will solicit feedback from partners during the kickoff meeting regarding river access, and recreation amenities. Stakeholder comments to the draft concepts will be finalized, but it should be noted that these features can be modified in future design phases. The final concept designs will not be modified after submittal without addendum.

4. OPTIONAL TASKS

4.1. *Bathymetric Survey* – An aquatic catamaran drone (Hydrone) equipped with sonar and RTK GPS will be used to survey existing bathymetry in the impoundment behind the Cedarburg Woolen Mills Dam. Additional survey in shallow areas will be collected via GPS-RTK. Survey data will be integrated with local LiDAR data and refusal data to form a basemap.

4.2. *Sediment Depth Measurement* – A depth of refusal survey will survey the approximate pre-dam channel bed and floodplain surface at up to 25 cross-sections within the impoundment behind the Cedarburg Woolen Mills Dam. This assumes fine sediment probing and investigation of historic floodplain and channel bed areas. Fines and sand/fine mixes can be probed up to 12 feet, whereas sand or sand/gravel deposits deeper than 3.0 feet would require additional equipment and would require an amendment.

4.3. *Contaminant Sampling and Testing*

4.3.1. *Due Diligence Review* – Inter-Fluve will complete a due diligence review of potential contaminant sources, including a review of both state and federal databases. This information will be used to develop a sediment sampling plan.

4.3.2. *Sediment sampling plan* – Inter-Fluve will develop a brief sediment sampling plan

based on the results of the due diligence review and develop a sampling plan with the proposed number of samples, location of samples, and contaminants to be tested.

4.3.3. *Sediment quality* – Based on the results of the sediment depth survey and volume estimate, Inter-Fluve will collect up to four sediment cores and pool them into up to two separate samples to be processed in a state approved laboratory. Laboratory results will be tabulated and results summarized in the Feasibility Report. Analysis will depend on due diligence, but this cost estimate assumes polycyclic aromatic hydrocarbons, PCBs, EPA priority pollutant metals, arsenic, mercury, organochlorine pesticides and herbicides and grain size.

Deliverables

- Sediment sampling plan
- Laboratory analysis included in the Feasibility Study report

Assumptions

- This contaminant sampling plan is for general information purposes, and to establish presence or absence of typical contaminants. The sampling plan does not substitute for a full contaminant sampling required for dam removal permitting. It is assumed that sediment cores will be pooled for analysis. The findings of the due diligence review and/or sediment volume estimation will provide more information regarding the number of cores and analyses required for eventual removal. Additional coring and lab testing for actual dam removal permitting will be required.
- It is assumed the City will directly pay laboratory testing costs. Laboratory testing costs may be added to this scope via amendment.

BUDGET

Cedarburg Woolen Mill Dam

	Task Total
Task 1 - Project Management and Communications	
General PM & Coordination	\$11,010
Project Kickoff (includes internal & client mtgs)	\$1,840
Concept Design Meeting	\$1,288
Task 2 - Data Collection	
Desktop Investigations - Background Data Review	\$4,160
Field Recon	\$5,532
Task 4 - Feasibility Study Report	
Draft and Final Feasibility Report and Cost Estimate	\$15,786
Concept Drawings	\$10,062
Total Base Estimate	\$49,678

OPTIONAL TASKS	
Bathymetric survey	\$6,631
Sediment depth survey	\$6,807
Contaminat sampling and testing	\$12,819
Total all optional tasks	\$26,257

Grand total with optional tasks \$75,935

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: B.

TITLE:

Discussion and possible action on the Design Consultant Solicitation and Selection Proposal for the Upgrades and Expansion of the existing Water Recycling Center.

ISSUE SUMMARY:

The City has now received approval from the DNR for the Water Recycling Center Facility Plan. The next step is to hire a consultant for the phase 1 design of the upgrades and expansion of the existing WRC.

Due to the complexity of the project and the importance of writing a comprehensive request for proposal, staff thought hiring a consultant was warranted. Staff asked Concord Group to submit a proposal to assist in the Design Consultant Solicitation and Selection for the phase 1 design of the upgrades and expansion of the existing WRC. Staff has confidence in working with Concord Group as they have assisted the City on the Hwy 60 Business Park and the Fox Run Audit Report.

Concord's proposal included a not-to-exceed fee of \$17,500 for the following services:

1. Review the Facility Plan and conduct a site visit to become familiar with the facility and recommendations identified in the report.
2. Facilitate up to 3 meetings with City representatives to establish the procurement strategy for the design consultant solicitation process.
3. Prepare a draft RFP advertisement using information developed through the meetings and submit to the City for review.
4. Incorporate the City's Comments into the final RFP.
5. Assist with the consultant solicitation process by identifying 3–5 qualified firms with the experience needed to perform the design phase services.
6. Participate with the City in a mandatory or voluntary pre-proposal meeting, including a facility walkthrough with WRC staff.
7. Prepare and issue addenda responding to formal written technical questions submitted by prospective consultants.
8. Participate with the selection committee in evaluating submitted proposals and developing a consultant recommendation.
9. If requested, assist the City with fee and contract negotiations with the top-ranked consultant.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item will be in front of the Public Works and Sewerage Commission at their July 9th

meeting.

BUDGETARY IMPACT:

\$17,500

ATTACHMENTS:

1. Cedarburg WRC Phase I Proposal

INITIATED/REQUESTED BY:

Mike Wieser

FOR MORE INFORMATION CONTACT:

Mike Wieser, Engineer/Public Works Director

Craig Obry, Water Recycling Center Superintendent



June 12, 2026

Mr. Mike Wieser, P.E.
Director of Engineering and Public Works
Cedarburg City Hall
W63 N645 Washington Ave
P.O. Box 49
Cedarburg, WI 53012

**Re: Proposal for Phase I – Design Consultant Solicitation and Selection
Water Recycling Center – City of Cedarburg, Wisconsin**

Dear Mike,

The Concord Group (Concord) is pleased to submit this fee proposal for the above-referenced project. The City of Cedarburg (City) owns and operates the Water Recycling Center (WRC), a municipal wastewater treatment facility located at W54 N370 Park Lane in Cedarburg, Wisconsin. As part of a previous study, the City retained a consultant to prepare a Facility Plan documenting existing WRC conditions and identifying potential improvements needed to meet current regulations and support future operations.

Concord proposes to provide select Owner's Representative services to support Phase I - Design Consultant Solicitation and Selection. This phase will include reviewing existing documentation, developing a design procurement strategy, preparing the Request for Proposal (RFP) for design services, managing the solicitation process, assisting with interviews as needed, and supporting contract negotiations and award.

Concord anticipates providing the following services:

1. Review the existing Facility Plan and conduct a site visit to become familiar with the facility, existing conditions, and recommendations identified in the report.
2. Facilitate up to three (3) meetings with City representatives to establish the procurement strategy for the design consultant solicitation process, including the following topics:
 - a. Project background and goals
 - b. Objectives for the proposed improvements
 - c. Potential sequencing of the Facility Plan's phased approach
 - d. City solicitation language and template contract requirements
 - e. Existing documents to include as RFP attachments
 - f. Critical RFP milestones, including advertisement dates, question-and-answer deadlines, consultant pre-proposal site tours, submittal requirements and due dates, interview windows if applicable, and anticipated award dates
 - g. Applicable agency compliance requirements, including State NPDES and EPA requirements

3. Prepare a draft RFP advertisement using information developed through the preceding tasks and submit it to the City for review.
4. Incorporate the City's comments into the final RFP.
5. Assist with the consultant solicitation process by identifying three (3) to five (5) qualified firms with the experience needed to perform the anticipated design phase services. As previously discussed, the recommended solicitation process will be informal. The City will approve the list of qualified firms before Concord contacts them to confirm their interest in responding to the RFP. We have assumed the solicitation will not be publicly advertised through construction bid or proposal platforms such as DemandStar, Daily Reporter, or BidNet.
6. Participate with the City in a mandatory or voluntary pre-proposal meeting with WRC staff, including a facility walkthrough to communicate the proposed improvements and allow engineering firms to observe existing treatment plant conditions.
7. Prepare and issue addenda responding to formal written technical questions submitted by prospective consultants.
8. Participate with the selection committee in evaluating submitted proposals and developing a consultant recommendation, including the following activities:
 - a. Develop pre-established evaluation criteria and assess each consultant's qualifications and experience.
 - b. If interviews are needed, develop interview questions, coordinate firm presentations, and conduct reference checks.
 - c. Review submitted scopes and fees and confirm with the City that consultant fees align with the projected budget and municipal expectations.
 - d. Prepare an award recommendation summarizing the rationale for selecting the top-ranked firm.
9. If requested, assist the City with fee and contract negotiations with the top-ranked consultant, including review of assumptions, final deliverables, labor hours, and billing rates.

Upon receiving authorization to begin work, our proposal is based on completing the above scope of services within an approximate 3- to 4-month project timeline.

We propose a **Not-to-Exceed Fee of \$17,500** to be billed against the services performed on the project using the hourly rates listed below.

Hourly Rates:

Principal	\$315
Director	\$295
Project Executive	\$255
Senior Project Manager II	\$205
Senior Project Manager I	\$195
Project Manager III	\$175
Project Manager II	\$150

Project Manager I	\$125
Cost Estimator II	\$150
Cost Estimator I	\$125
Technical Assistant	\$105

Reimbursable Expenses:

The foregoing fees are exclusive of the following project-related expenses:

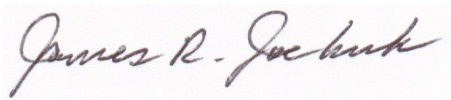
1. Cost for reproduction of drawings.
2. Cost for specialized consultants engaged at the direction of the Owner.

Payment of Fee and Reimbursable Expenses:

An invoice will be submitted monthly, and payment will be due within thirty (30) days. Reimbursable expenses incurred will be reimbursed at actual net cost.

Thank you for the opportunity to submit our proposal for your consideration. We look forward to working with you on this very exciting project!

Sincerely,
The Concord Group



James R. Joehnk, P.E.
Director, Infrastructure Management

Concord Project Number: 2026B287

cc: John Duggan, The Concord Group

Attachments: Concord Standard Terms and Conditions

AUTHORIZATION:

Entity: _____

By: _____

Title: _____

Date: _____



The Concord Group
Standard Terms and Conditions

- 1.) Amendments: Any changes or modifications to this Agreement (as defined in Section 7 below) must be in writing and executed by both parties.
- 2.) Independent Contractor: Nothing in this Agreement or the performance thereof shall create an employment, partnership, or joint venture relationship between the parties, it being acknowledged and agreed by client/owner that Concord is performing services under this Agreement as an independent contractor.
- 3.) Governing Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles of the State of Illinois and any litigation or disputes in connection with this Agreement shall occur in the state or federal courts within Chicago, Illinois and the parties to the Agreement waive change of venue and consent and confirm personal jurisdiction of such courts.
- 4.) Binding Effect & Assignment: This Agreement shall be binding upon each party and their respective successors and permitted assignees. The Agreement may not be assigned by a party without the prior written consent of the other party, except a party may assign the Agreement to a subsidiary or a controlled affiliate if the assigning party guarantees in writing the assignee's performance prior to any such assignments.
- 5.) Termination: Unless specifically set forth in this Agreement to the contrary, the Agreement may be terminated at any time by either party, with or without cause, by the terminating party providing written notice thereof at least thirty (30) days prior to the termination. If terminated by client/owner then client/owner shall be obligated to pay Concord for all services rendered under this Agreement prior to the termination date and pay Concord for all reimbursable expenses incurred by Concord prior to such date.
- 6.) Waiver: No action or failure to act by a party shall constitute a subsequent waiver of a right or duty afforded under this Agreement or constitute approval or acquiescence of a breach of this Agreement.
- 7.) Entire Agreement: The attached Agreement together with these Standard Terms and Conditions and any exhibits (collectively, the "Agreement") represent the entire understanding and agreement of the parties and supersedes all other agreements, oral or written, regarding the subject matter of this Agreement.
- 8.) Severability & Authority to Reform: If any provision of this Agreement is found by a court or arbitrator to be unenforceable, vague, or overbroad, then the parties authorize the court or arbitrator to reform any such provision to render it enforceable under Illinois law and direct the remainder of this Agreement be enforced to be fullest extent as possible.
- 9.) 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 agreement. A fully executed facsimile or email copy of this Agreement shall be effective as an original.

10.) Indemnity: (a) Concord shall to the fullest extent permitted by law, indemnify, defend, and hold harmless client/owner, its officers, directors, shareholders, members and employees from any loss, damage or expense (including attorneys' fees) (collectively, "Losses") arising from (i.) a breach of this Agreement by Concord which if capable of being cured is not cured within 10) business days of written notice thereof from client/owner or (ii.) any claim (third party or otherwise) or cause of action for personal injury, death or property damage caused by Concord's gross negligence or willful misconduct.

(b) Client/Owner shall to the fullest extent permitted by law, indemnify, defend and hold harmless Concord its officers, directors, shareholders, members and employees from any Losses arising from (i.) a breach of this Agreement by client/owner (ii.) any claim (third party or otherwise) or cause of action for personal injury, death or property damage caused by client/owners gross negligence or willful misconduct.

(c) Neither party shall be liable to the other (except for third party claims referenced in clauses (a) (ii.) and (b) (ii.) of Sections 10 (a) and (b)) for special, punitive, or lost profits .

(d) The indemnity obligations shall survive termination of this Agreement.

11.) Legal Advisors: The parties acknowledge that this Agreement has been drafted by all parties hereto in conjunction with their legal advisors and agree that any ambiguity or uncertainty existing herein shall not be construed against any one party to the detriment of any other.

12.) Headings: The headings herein are inserted for convenience of reference only, and shall not be deemed to limit, expand, or interpret the sections to which they apply.

13.) Limitation: Concord shall not be liable for (a.) any errors or miscalculations in Concord's reports resulting or derived from any information provided by client/owner or its agents and representatives, or (b.) delays or performance failures due to circumstances beyond Concord control.

14.) Force Majeure: Except for payment obligations, each party shall be excused from any delay or failure in performance under this Agreement caused by reason of an occurrence or contingency beyond its reasonable control.

15.) Ownership of Documents/Confidentiality:

Subject to any third-party intellectual property rights, all originals, duplicates, drawings, reports, photographs, charts, programs, models, specifications and other documents or materials furnished by the Client/Owner hereunder, including drafts and reproduction copies thereof, shall be and remain the property of Client/Owner. Upon the termination of this Agreement, or upon request of the Client/Owner, during any stage of the services, Concord shall promptly deliver all such materials to Client/Owner. Concord shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement use or reuse all or any part of such reports and other documents, including working papers, without the prior written approval of Client/Owner, provided, however, that Concord may retain copies of the same for Concord's own general reference.

Concord agrees not to disclose to any third party, without the Client/Owner's prior written consent, any information gathered from or on behalf of Client/Owner or any Client/Owner's employee, officer, or agent

("Confidential Information"). If required by law to disclose such Confidential Information, Concord shall provide as much advance notice as possible of such disclosure to the Client.

16.) Insurance Requirements:

Concord shall purchase and maintain at all times the insurance set forth below and require that the subconsultants also carry such insurance.

Concord shall maintain (and cause the subconsultants to maintain) at its (or their) sole expense the following minimum insurance:

- General Liability
 - \$3,000,000 per occurrence
 - \$5,000,000 general aggregate limit
 - \$1,000,000 aggregate products and completed operations
- Automobile Liability arising out of the ownership, maintenance, or use of any vehicle, owned, non-owned, and hired.
 - \$1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation

Claims under worker's compensation, disability benefit and other similar employee benefits acts which are applicable to the work to be performed and claims for damages because of bodily injury, occupational sickness or disease, or death of his employees and under any applicable employer's liability law with limits not less than statutory limits, if any, of the Worker's Compensation Laws of the applicable State(s), but in no event less than \$500,000 per accident or injury. Concord's Employer Liability coverage shall be written for not less than the limits of liability as follows: \$500,000 per accident for Bodily Injury, unless higher limits are required by applicable law.
- Professional Liability
 - \$1,000,000 per claim and \$2,000,000 annual aggregate, with prior acts coverage and retroactive to the commencement of services.

The Client/Owner shall be named as an additional insured under the General Liability and Automobile Liability policies. Concord shall deliver to the Client/Owner a Certificate of Insurance ("Certificate") including such coverages and naming Client/Owner as an additional insured. Such Certificate, and the policies referenced in such Certificate, shall provide that such policies are noncancellable without at least 30 days prior written notice to Client/Owner.

17.) Non-Solicit:

Client/Owner agrees not to solicit or employ Concord's employees who are involved with the project for a period of one year after completion of the project. Concord agrees not to solicit or employ any employees of Client/Owner for a period of one year after completion of the project.

18.) Notices:

All notices or other communications required under this Agreement shall be made in writing and deemed properly given if hand delivered, sent by confirmed facsimile transmission or email or sent by FedEx, UPS or other nationally recognized commercial overnight courier as follows:

If To Client/Owner:

Attn:
Address
Telephone
E-mail:

If To Concord:

The Concord Group
Attn: John Duggan
55 East Monroe Street, Suite 2850
Chicago, IL 60603
Telephone: 312-424-0250
E-mail: jduggan@concord-cc.com

Notices hand delivered, sent by confirmed facsimile transmission or email shall be deemed received when given, if prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day actually received by recipient.

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: C.

TITLE:

Discussion and possible action on the addendum to the Intergovernmental Cooperation Agreement for Paramedic Intercept Services.

ISSUE SUMMARY:

The original Intercept Agreement was approved by the Common Council. Appendix B is an addendum to that agreement and must be approved to authorize the administration of blood in the field.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. Ozaukee County Paramedic Intercept Agreement- Signed
2. Appendix B

INITIATED/REQUESTED BY:

Jeff Vahsholtz

FOR MORE INFORMATION CONTACT:

Jeff Vahsholtz, Fire Chief

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PARAMEDIC INTERCEPT SERVICES

This Intergovernmental Cooperation Agreement ("Agreement") is entered into as of the 31st day of January, 2026 by and between the Cedarburg Fire Department, Ozaukee Central Fire Department (Villages and Towns of Grafton and Saukville), Port Washington Fire Department, Fredonia Fire Department, Southern Ozaukee Fire & EMS Department (City of Mequon and Village of Thiensville), and Waubeka Fire Department (each a "Party," and collectively, the "Parties").

For purposes of this Agreement:

- Any Party requesting Paramedic-level care or assistance shall be referred to as the "Requesting Agency."
- Any Party providing Paramedic-level care or assistance shall be referred to as the "Intercepting Agency."

The Parties acknowledge and agree that any Party may serve as either the Requesting Agency or the Intercepting Agency depending on the circumstances of the incident and operational needs at the time.

This Agreement establishes cooperative procedures for the provision of Paramedic Intercept Services consistent with Wisconsin law and administrative code requirements.

1. Purpose

The purpose of this Agreement is to provide a cooperative framework to ensure that patients receive Advanced Life Support (ALS) care when such services are not available through the Requesting Agency or where the Requesting Agency is not licensed or staffed to provide Paramedic-level care.

This Agreement outlines the responsibilities of the Parties in providing ALS intercept support across jurisdictional boundaries in a consistent, safe, and compliant manner. It also reflects a unified commitment to serving taxpayers and all Ozaukee County residents while keeping costs down and maintaining the highest level of service.

2. Authority

This Agreement is executed pursuant to:

- Wisconsin Statutes § 66.0301, authorizing municipalities to jointly exercise powers and share services.
- Wisconsin Statutes § 256.35(9)(a), requiring EMS vehicles dispatched through a 911 system to render aid outside their normal jurisdiction when necessary.
- Wisconsin Administrative Code § DHS 110.34(10), requiring EMS providers to maintain mutual-aid or coverage agreements with adjacent services.
- Wisconsin Administrative Code § DHS 110.40, governing Paramedic Intercept Services.

Under DHS 110.40, the Intercepting Agency shall:

1. Be licensed and authorized to provide ALS care.
2. Ensure that intercept services do not interfere with its primary 911 response responsibilities.
3. Maintain and communicate an availability schedule if services are not provided 24/7.

The Intercepting Agency shall comply with all applicable state and federal laws, administrative rules, and operational plan requirements.

3. Requests for Paramedic Intercept

Requests for Paramedic Intercept may be initiated automatically through Emergency Medical Dispatch (EMD) determinants or by on-scene personnel when Advanced Life Support (ALS) intervention is indicated.

The Requesting Agency shall ensure timely communication with the Intercepting Agency using established dispatch or radio procedures. If the Intercepting Agency is unavailable due to staffing, coverage, or operational constraints, it shall notify the Requesting Agency immediately. The Requesting Agency shall then request assistance from the next appropriate ALS-capable agency in accordance with local protocols.

The Intercepting Agency may decline a request for Paramedic Intercept if, in the reasonable judgment and discretion of the Fire Chief or the ranking officer in charge at the time, responding to the request would excessively compromise or place in unwarranted jeopardy the safety, staffing, or response capabilities of the Intercepting Agency's own jurisdiction. In such event, the Intercepting Agency shall promptly notify the Requesting Agency of its decision and may, when practical or feasible, assist the Requesting Agency in identifying or requesting assistance from another appropriate service provider.

No liability shall be attributed to or assumed by the Intercepting Agency, or its officers, employees, or agents, for declining, failing to render, or withdrawing Paramedic Intercept Services pursuant to this Agreement, consistent with the liability, indemnification, and governmental immunity provisions set forth in Section 6.

Once a request for Paramedic Intercept is accepted, it is generally expected that the response will be carried through to completion unless operational, safety, or staffing conditions change and require withdrawal. Oversight of such decisions shall remain with the Fire Chiefs or their designees to promote consistency and equitable application of this Agreement.

4. Medical Direction and Patient Care

All patient care performed under this Agreement shall be conducted in accordance with approved medical direction, established operational plans, and approved protocols.

The Intercepting Agency shall operate under the authority and protocols of its Medical Director, who provides oversight for all Advanced Life Support (ALS) activities as required by Wis. Admin. Code § DHS 110.35. Once the Intercepting Agency assumes ALS-level care, it shall be responsible for the assessment and treatment of the patient in accordance with those protocols. In the event of a conflict between the protocols of the Intercepting Agency and those of the Requesting Agency, the Intercepting Agency's Medical Director and associated protocols shall take precedence.

If patient care is transferred back to the Requesting Agency, the Requesting Agency shall continue care under the authority and medical direction of its own Medical Director in accordance with its approved operational plan. Any transition of care shall be clearly documented in the associated patient care report.

All personnel providing services under this Section shall remain under the employment, supervision, and medical authority of their employing agency, consistent with Section 6 of this Agreement.

The Intercepting Agency shall be entitled to access records, reports, and data retained by the Requesting Agency that relate to incidents and patient care, including telemetry when applicable, for the sole purpose of quality assurance, quality improvement, or training. Such information may be transferred via paper copy or secure electronic means and shall be handled in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable confidentiality laws.

5. Billing and Reimbursement

The Requesting Agency, or its billing contractor, shall be responsible for billing the patient using its Medicare provider number.

The Intercepting Agency may bill the Requesting Agency directly for:

1. Transport with the Requesting Agency or on-scene resuscitation; or
2. On-scene ALS assessment or treatment without transport.

Fees shall be billed in accordance with the schedule set forth in Appendix A. Billing should be completed within thirty (30) days of the service date, and payment shall be due within sixty (60) days of the invoice date.

All payments made under this Agreement represent the reasonable fair market value of the services provided and shall not be conditioned upon or related to the referral or recommended referral of patients, pursuant to the Medicare Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and applicable state law.

Intercept fees shall be reviewed annually by the Fire Chiefs or their designee, and written notice of any change shall be provided at least sixty (60) days prior to annual renewal.

Nothing in this Section shall be construed to alter or expand any agency's liability, employment responsibilities, or indemnification obligations, which are governed exclusively by Section 6 of this Agreement.

6. Liability and Insurance

Each participating agency shall maintain appropriate liability, vehicle, professional, and other insurance coverage, or lawful self-insurance, consistent with state and local requirements and sufficient to cover operations performed under this Agreement.

Each agency shall be solely responsible for the compensation, supervision, insurance, benefits, and liabilities of its own personnel and equipment, including but not limited to workers' compensation coverage, unemployment insurance, employee benefits under Chapter 40 of the Wisconsin Statutes, and any other employee protections required by law.

Personnel providing services under this Agreement shall, for all purposes, be deemed to be acting within the scope of their duties for their employing agency or municipality and shall remain employees of that agency at all times. Nothing in this Agreement shall be construed to create an employer-employee relationship between or among the agencies.

Each agency agrees to indemnify and hold harmless the other participating agencies and their respective officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or related to the acts or omissions of the indemnifying agency, its officers, employees, or agents in connection with the performance of this Agreement.

All participating agencies acknowledge that they are governmental entities entitled to all rights, defenses, limitations, and immunities available under common law and Wisconsin law, including but not limited to Wis. Stat. §§ 893.80 and 895.46. Nothing in this Agreement shall be construed as a waiver of any such rights, defenses, limitations, or immunities.

It is the intent of the agencies that this Agreement promote cooperative service delivery and mutual aid without transferring risk or assuming liability on behalf of another agency. At all times while personnel or equipment of any agency are traveling to, from, or operating within the geographical boundaries of another agency pursuant to this Agreement, such personnel and equipment shall be deemed to be acting in the line and scope of duty of their employing agency and engaged in a governmental function.

This Section shall survive the termination or expiration of this Agreement.

7. Term and Termination

This Agreement becomes effective on the date first written above and shall automatically renew on October 1 of each year unless terminated in accordance with this Section.

Any agency may terminate its participation in this Agreement by providing sixty (60) days written notice to the Fire Chief and the municipal clerk of each participating agency.

This Agreement may be terminated immediately upon written notice by any agency upon the occurrence of any of the following:

1. Loss of its license or Medicare or Medicaid certification; or
2. The filing of a voluntary petition of bankruptcy, an assignment for the benefit of creditors, or other action seeking relief from creditors under federal or state bankruptcy law.

Termination of this Agreement shall not relieve any agency of obligations incurred prior to the effective date of termination, including payment obligations and those provisions expressly stated to survive termination, including Section 6.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may be amended only by a written instrument executed by all participating agencies.

8. Entire Agreement and Execution

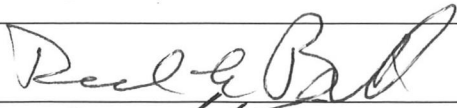
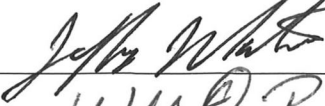
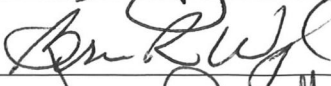
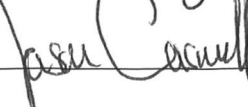
This Agreement constitutes the entire agreement among the participating agencies regarding the provision of Paramedic Intercept Services and supersedes any prior intergovernmental cooperation agreements, whether written or oral, relating to the same subject matter.

Nothing in this Agreement shall be construed to prohibit any agency from entering into other fire protection, emergency medical service, or intergovernmental cooperation agreements. In the event of a conflict between this Agreement and another agreement addressing Paramedic Intercept Services, the terms of this Agreement shall control.

This Agreement may be amended only by a written instrument executed by all participating agencies.

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. Signatures transmitted by electronic means, including facsimile or email, shall be deemed valid and enforceable as original signatures.

By signing below, each participating agency acknowledges review and acceptance of the terms of this Agreement and affirms compliance with Wis. Stat. § 66.0301, Wis. Admin. Code § DHS 110.34(10), and Wis. Admin. Code § DHS 110.40.

Municipality	Representative	Title	Signature / Date
Southern Ozaukee Fire Department	David Bilak	Fire Chief	 1-27-26
Cedarburg Fire Department	Jeffery Vahsholtz	Fire Chief	
Central Ozaukee Fire Department	Willam Rice	Fire Chief	 1-27-26
Port Washington Fire Department	Joseph DeBoer	Fire Chief	 1/27/26
Fredonia Fire Department	Brian Weyker	Fire Chief	 1/27/26
Waubeka Fire Department	Jason Caswell	Fire Chief	 1/27/26

Appendix A. Fee Schedule

1. Transport with the Requesting Agency or on-scene resuscitation care provided by the Intercepting Agency.

Intercepting → Receiving ↓	So. Ozaukee	Cedarburg	Ozaukee Central	Port Washington	Fredonia
So. Ozaukee	-	\$0.00	\$400.00	\$400.00	\$400.00
Cedarburg	\$0.00	-	\$400.00	\$400.00	\$400.00
Ozaukee Central	\$400.00	\$400.00	-	\$400.00	\$400.00
Port Washington	\$400.00	\$400.00	\$400.00	-	\$400.00
Fredonia	\$400.00	\$400.00	\$400.00	\$400.00	-
Waubeka	\$400.00	\$400.00	\$400.00	\$400.00	\$0.00

2. Assessment or other on-scene ALS care provided by the Intercepting Agency without transport.

Intercepting → Receiving ↓	So. Ozaukee	Cedarburg	Ozaukee Central	Port Washington	Fredonia
So. Ozaukee	-	\$0.00	\$200.00	\$200.00	\$200.00
Cedarburg	\$0.00	-	\$200.00	\$200.00	\$200.00
Ozaukee Central	\$200.00	\$200.00	-	\$200.00	\$200.00
Port Washington	\$200.00	\$200.00	\$200.00	-	\$200.00
Fredonia	\$200.00	\$200.00	\$200.00	\$200.00	-
Waubeka	\$200.00	\$200.00	\$200.00	\$200.00	\$0.00

Appendix to Intergovernmental Cooperation Agreement for Paramedic Intercept Services

Appendix B – Blood Product Intercept Provisions

This Appendix B is incorporated into and made part of the *Intergovernmental Cooperation Agreement for Paramedic Intercept Services* dated January 31, 2026 (the “Agreement”).

This Appendix establishes additional provisions specific to the provision and administration of blood products during paramedic intercept responses.

1. Roles and Responsibilities for Blood Product Administration

Consistent with the definitions and framework established in Sections 1 and 4 of the Agreement, the following shall apply:

When the Requesting Agency is an ALS provider and requests an Intercepting Agency to provide blood products:

a. The Requesting Agency shall remain responsible for the overall patient care, including scene management, transport decisions, and continuity of care, consistent with Section 4 (Medical Direction and Patient Care).

b. The Intercepting Agency shall be responsible for:

- The storage, handling, and administration of blood products;
- Compliance with applicable medical direction, protocols, and transfusion standards; and
- Any clinical decisions and patient care directly associated with the transfusion of blood products, consistent with its authority under Section 4 and subject to the provisions in Section 6.

2. Billing Limitations for Blood Transfusion Assessment

Notwithstanding Section 5(2) of the Agreement (Billing and Reimbursement), which allows billing for on-scene ALS assessment or treatment without transport:

The Intercepting Agency shall not bill the Requesting Agency for:

- Any assessment performed solely to determine the need for a blood transfusion, regardless of whether blood products are ultimately administered.

All other billing provisions in Section 5 remain in full force and effect.

Appendix to Intergovernmental Cooperation Agreement for Paramedic Intercept Services

3. Multiple Intercepting Agencies

In the event that multiple Intercepting Agencies respond to the same incident:

a. The first arriving Intercepting Agency shall be responsible for:

- Initial ALS assessment and treatment, and
- Establishing patient care direction in accordance with Section 4 of the Agreement.

b. Subsequent Intercepting Agencies shall coordinate care under the direction of the first arriving Intercepting Agency unless care is formally transferred and documented.

4. Blood Product Administration

In accordance with Section 6 (Liability and Insurance) of the Agreement:

a. The Intercepting Agency that provides and administers blood products shall be responsible for:

- All services related to blood product administration,
- Associated equipment, supplies, and clinical procedures, and
- Compliance with all applicable laws, protocols, and medical direction .

b. Nothing in this Appendix shall be construed to waive, release, transfer or expand the rights, defenses, limitations, and immunities established in Section 6, of the Agreement.

5. Consistency with Agreement

All provisions of this Appendix shall be interpreted in a manner consistent with:

- Section 4 (Medical Direction and Patient Care),
- Section 5 (Billing and Reimbursement), and
- Section 6 (Liability and Insurance)

of the Agreement. In the event of a conflict, the terms of the Agreement shall control.

Approved and effective upon the full execution of this Appendix B by all Parties

INSERT SIGNATURES FOR ALL PARTIES

- **End of Appendix B**

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: D.

TITLE:

Discussion and possible action on Ordinance 2026-16 amending Sections 5-2-7 Codes Adopted, 5-3-2 Recovery of Costs, and 15-1 Building/Historic, Electrical and Plumbing Codes.

ISSUE SUMMARY:

With the approval of the contract with E Plan Exam earlier this month, the City is required to update the adopted codes contained in Title 5, Chapter 2 – Fire Prevention and Protection Code, and Title 15, Chapter 1 – Building/Historic, Electrical, and Plumbing Codes. These updates are necessary in order for the City to receive full plan-review delegation through E Plan Exam. A significant portion of the revisions involve removing outdated references to former state agencies, including Industry, Labor and Human Relations (ILHR), which existed from 1984 to 1997, and Commerce (Comm), which existed from 1997 to 2011. These agencies have since been consolidated under the Department of Safety and Professional Services (DSPS). All obsolete ILHR and Comm references have been stricken and replaced with the current SPS terminology.

For Title 5, Chapter 2 – Fire Prevention and Protection Code, the only substantive change is the removal of NFPA 101 and NFPA 102. These codes were not grandfathered under Wisconsin Act 270 and therefore cannot be adopted as part of the City's commercial building standards.

Wisconsin has not adopted NFPA 101 or 102 for commercial construction, and their inclusion would conflict with state-mandated uniformity requirements. The applicable state-adopted codes are found in SPS 361–366, which adopt and amend the 2021 ICC code suite.

These updates bring the City's adopted codes into alignment with current state law and are required for the City to maintain delegated authority for commercial plan review.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. REDLINED Sec. 5_2_7 Codes adopted.
2. REDLINED Sec. 5_3_2 Recovery of costs.
3. REDLINED Title 15 BUILDING CODE (1)
4. Ord 2026-16 Amend 5-2-7, 5-3-2, 15-1

INITIATED/REQUESTED BY:

Jeff Thoma

FOR MORE INFORMATION CONTACT:

Sec. 5-2-7 Codes adopted.

- (a) *National Codes adopted.* The appendices of the NFPA 1 - Fire Prevention Code of National Fire Protection Association, as the same may be from time to time amended, are hereby included as a part of the City of Cedarburg Fire Prevention Code except those portions which are deleted, modified, or amended by this chapter. The same are hereby adopted and incorporated as fully as if set out in length. Each of the following codes and standards published by the National Fire Protection Association are adopted in their entirety as a supplement and addition to the text of this Fire Prevention Code

- (1) The most recent edition of NFPA 1, *Fire Code* is adopted as the Alternate Model Fire Code in accordance with WI Administrative Code SPS 314.

Code	Standard General Subject
NFPA 1	Fire Code
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 13D	Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
NFPA 13R	Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies
NFPA 14	Standard for the Installation of Standpipes and Hose Systems
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22	Standard for Water Tanks for Private Fire Protection
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances
NFPA 25	Stand for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages
NFPA 33	Standard for Spray Application Using Flammable or Combustible Materials
NFPA 54	National Fuel Gas Code
NFPA 58	Liquefied Petroleum Gas Code
NFPA 70	National Electrical Code
NFPA 72	National Fire Alarm and Signaling Code
NFPA 80	Standard for Fire Doors and Other Opening Devices
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
NFPA 99	Health Care Facilities Code
NFPA 101	Life Safety Code
NFPA 102	Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures
NFPA 1221	Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems

- (2) Copies of National Fire Protection Association documents can be obtained directly from the NFPA.

- (3) Copies of International Code Council documents can be obtained directly from the ICC.

- (b) *State Codes adopted.*

- (1) The following chapters of the Wisconsin Administrative Code, as set forth therein and as amended from time to time, are hereby adopted by reference and incorporated as fully as if set forth at length as part of the City of Cedarburg Fire Prevention Code:

Code	Code General Subject
Chapter SPS 303	Administrative procedures
Chapter SPS 305	Licenses, certifications, and registrations
Chapter SPS 307	Explosives and Fireworks
Chapter SPS 308	Mine, pits, and quarries
Chapter SPS 309	Anchoring and securing of movable soccer goals
Chapter SPS 310	Flammable and Combustible Liquids
Chapter SPS 314	Fire Prevention
Chapter SPS 316	Electrical
Chapter SPS 318	Elevators, escalators, and lift devices
Chapter SPS 326	Manufactured home communities
Chapter SPS 328	Smoke Detectors and Carbon Monoxide Detectors
Chapter SPS 330	Fire Department Safety and Health
Chapter SPS 333	Passenger ropeways
Chapter SPS 334	Amusement rides
Chapter SPS 335	Infectious agents
Chapter SPS 340	Gas Systems
Chapter SPS 341	Boilers and pressure vessels
Chapter SPS 343	Anhydrous ammonia
Chapter SPS 345	Mechanical refrigeration
Chapter SPS 361-366	Commercial Building Code
Chapter SPS 371	Solar energy systems
Chapter SPS 375-379	Buildings Constructed Prior to 1914
Chapter SPS 381-382	Plumbing

(2) Whenever the provisions of the aforementioned codes conflict, the stricter interpretation shall apply.

(3) Copies of the Wisconsin Department of Safety and Professional Services codes are available from the Wisconsin Department of Administration Document Sales and Distribution.

(Ord. No. 2023-36, § 1, 12-11-23)

Sec. 5-3-2 Recovery of costs.

- (a) Every person, firm or corporation using, storing, handling or transporting flammable or combustible liquids, chemicals, gasses or other hazardous materials shall comply with the requirements of Chapter ~~HHH~~ SPS 308, Wis. Adm. Code, as the same is now in force and may hereafter from time to time be amended.
- (b) Every person, firm or corporation using, storing, handling or transporting (whether by rail or on the highways) flammable or combustible liquids, chemicals, gasses or other hazardous materials shall be liable to the city for the actual cost of labor and materials associated with the use of any specialized extinguishing agent, chemical, neutralizer or similar material or equipment employed to extinguish, confine or clean up any such hazardous material which is involved in any accidental spill or in threat of any fire or accidental spill.

DRAFT

Title 15

BUILDING CODE

CHAPTER 1 BUILDING/HISTORIC, ELECTRICAL AND PLUMBING CODES

ARTICLE A BUILDING/HISTORIC CODE

Sec. 15-1-1 Building code established.

- (a) *Title.* This chapter shall be known as the "Building, Electrical and Plumbing Codes of the City of Cedarburg" and will be referred to in this chapter as "this Code," "this chapter" or "this ordinance."
- (b) *Purpose.* This chapter provides certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished, and regulates the equipment, maintenance, use and occupancy of all such building and/or structures. Its purpose is to protect and foster the health, safety, and well-being of persons occupying or using such buildings and the general public.
- (c) *Scope.* New buildings erected in, or any building hereafter moved within or into, the city shall conform to all the requirements of this chapter except as they are herein specifically exempted from part of all of its provisions. Any alteration, enlargement or demolition of an existing building and any installation therein of electrical, gas, heating, plumbing or ventilating equipment which affects the health or safety of the users thereof of any other persons, is a "new building" for the purposes of this chapter whenever it is used for dwelling, commercial or industrial purposes unless it was being used for such purpose at the time this chapter was enacted. Rehabilitation and/or restoration of any landmark or historic building or structure within a historic preservation district shall conform to all the requirements of this chapter and with the terms and conditions of a certificate of appropriateness (see section 15-1-18.C). The provisions of this chapter supplement the laws of the State of Wisconsin pertaining to construction and use and the Zoning Code of the city and amendments thereto to the date this chapter was adopted and in no way supersede or nullify such laws and the said Zoning Code.

(Ord. No. 94-08)

Sec. 15-1-2 Building permits and inspections.

- (a) *Permit required.*
 - (1) *General permit requirement.* In addition to obtaining a certificate of appropriateness in the case of restoration and/or rehabilitation of a structure or building within a historic preservation district, no person shall perform or authorize the performance within the city of building, heating, ventilation, air conditioning, plumbing, electrical, or gas installation work, whether initial or new construction or remodeling, alteration, demolition, additions or replacement, unless the required permit or license therefor is first obtained by the owner or his agent from the building inspector, or his representative.

-
- (2) *Alterations and repairs.* The following provisions shall apply to buildings altered and repaired (See also section 15-1-14):
- a. *Alterations.* When not in conflict with any regulations, alterations to any existing building or structure, accommodating a legal occupancy and use but of substandard type of construction, which involves either beams, girders, column, bearing, or other walls, room, heating and air conditioning systems, arrangement, light and ventilation, changes in location of exit stairways or exits, or any or all of the above, then such existing construction shall be made to conform to the minimum requirements of this Chapter applicable to such occupancy and use and given type of construction. In any event, if alterations or repairs in excess of 50 percent of the fair market value of an existing building are made to any existing building within any period of 12 months, the entire building shall be made to conform to the requirements given herein for new buildings.
 - b. *Construction of additions and alterations of one and two family dwellings.* The Wisconsin Uniform Dwelling Code is the standard and requirements for the construction of any alteration and/or addition on to any one or two family dwelling, regardless of the applicability date of original construction of the Dwelling Unit of the Wisconsin Uniform Dwelling Code to the dwelling.
 - c. *Repairs.* Repairs for purposes of maintenance, or replacements in any existing building or structure or which do not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways, or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy or use, shall be deemed minor repairs. Minor repairs and changes not covered by this section may be made with the same materials of which the building is constructed, provided not more than 25 percent of the roof covering of any building shall be replaced in any period of 12 months (see d. below).
 - d. *Roofing.*
 1. Residential. A permit is required if any structural work on the roof support system is to be done; or if a third layer of shingles are to be applied (engineer's calculations shall also be submitted).
 2. Commercial (including apartments). A permit is needed for any roofing except minor repairs.
 - e. *Alterations when not permitted.* Except for historical structures, when any existing building or structure, which for any reason whatsoever does not conform to the regulations of this chapter, has deteriorated from any cause whatsoever to an extent greater than 50 percent of the equalized value of the building or structure, no alterations or moving of such building or structure shall be permitted. Any such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises.
 - f. *Alterations and repairs required.* When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause structural members to be restored to their required strength; failing in which the building or structure shall be considered a menace to public safety and shall be vacated and thereafter no further occupancy or use of the same shall be permitted until the regulations of this chapter are complied with.
 - g. *Extent of deterioration.* The amount and extent of deterioration of any existing building or structure shall be determined by the building inspector.
 - h. *Maintenance.* The requirements contained in this chapter covering the maintenance of buildings shall apply to all buildings and structures now existing or hereafter erected. All buildings or structures and all parts thereof shall be maintained in a safe condition, and all devices of

safeguards which are required by this chapter at the erection, alteration or repair of any building shall be maintained in good working order.

- i. *Use of unsanitary building.* It shall be unlawful to occupy or use or permit the occupancy or use of any building or structure that is unsanitary or dilapidated, or deteriorated, or out of repair, thereby being unfit for human habitation, occupancy or use until the regulations of this Code have been complied with.
- (b) *Application.* Application for a building permit shall be made in writing upon a form furnished by the building inspector and shall state the name and address of the owner of the land and also the owner of the building if different, the legal description of the land upon which the building is to be located, the name and address of the designer, the use to which said building is to be put, and such other information as the building inspector may require.
 - (1) *New construction on a lot already occupied.* A certificate of appropriateness is required before erecting an addition to an existing structure in the HPD or before beginning any new construction on any lot already occupied.
 - (2) *Vacant lot.* A certificate of appropriateness is required before erecting a new building on a vacant lot in an Historic District. (See guidelines for new construction.)
- (c) *Site plan approval.*
 - (1) *Site plan approval.* All applications for building permits for any construction, reconstruction, expansion or conversion, except for one and two family residences in residentially zoned districts, shall require site plan approval by the plan commission in accordance with the requirements of this section. The applicant shall submit a site plan and sufficient plans and specifications of proposed buildings, landscaping plan and operations to enable the plan commission or its expert consultants to determine whether the proposed application meets all the requirements applicable thereto in this chapter.
 - (2) *Administration.* The building inspector shall make a preliminary review of this application and plans and refer them, along with a report of his findings, to the plan commission. The plan commission shall review the application and shall make a determination that the proposed landscaping of said building site, or the absence of landscaping as the case may be, will not cause the general exterior appeal, functional plan or setting of such building or accessory structure to be so at variance with or so identical or similar to the exterior landscaping appeal of the landscaping already planted or grown, or in the course of being planted in the immediate neighborhood, as to cause a substantial depreciation in the property value of said neighborhood wherein said building is proposed to be located. Within 30 days of its receipt of the application, the commission shall authorize the building inspector to issue or refuse a building permit.
 - (3) *Site plan.* A site plan shall be submitted and reviewed pursuant to the city Zoning Code.
- (d) *Dedicated street and approved subdivision required.* No building permit shall be issued unless the property on which the building is proposed to be built abuts a street that has been dedicated for street purposes. No building permits shall be issued until the subdivision and required improvements are accepted by the city engineer and/or the common council.
- (e) *Utilities required.*
 - (1) *Residential buildings.* No building permit shall be issued for the construction of any residential building until suitable sewer, water, electrical, grading and graveling are installed in the streets necessary to service the property for which the permit is required.
 - (2) *Non-residential building.* No building permit shall be issued for the construction of any building other than residential until contracts have been let for the installation of sewer, water, electrical, grading and graveling in the streets necessary to service the property for which the permit is requested.

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- (3) *Occupancy.* No person shall occupy any building until sewer, water, electrical, grading and graveling are installed in the streets necessary to service the property and a certificate of occupancy shall not be issued until such utilities are available to service the property.
- (f) *Plans.* With such application, there shall be submitted three complete sets of plans and specifications, including three plot plans showing the location and dimensions of all buildings and improvements on the lot, both existing and proposed, dimensions of the lot, dimensions showing all setbacks of all buildings on the lot, proposed grade of proposed structure (to City datum), grade of lot and the street abutting lot, grade and setback of adjacent buildings (if adjacent lot is vacant, submit elevation of nearest buildings on same side of street), type of monuments at each corner of lot, water courses or existing drainage ditches, easements or other restrictions affecting such property, seal and signature of surveyor or a certificate signed by the applicant and a construction erosion control plan setting forth proposed information and procedures needed for control of soil erosion, surface water runoff and sediment disposition at the building site. Plans, specifications and plot plans shall be drawn to a minimum scale of one-eighth inch to one foot. (Cross sections and construction details shall be drawn to one-half inch to one foot. One set of plans shall be returned after approval, as provided in this chapter. The second set shall be filed in the office of the building inspector. Plans for buildings involving the State Building Code shall bear the stamp of approval of the ~~State Department of Industry, Labor and Human Relations~~ Department of Safety and Professional Services plan reviewer who reviewed and approved the plans. One set of the ~~State~~-approved plans submitted shall remain on file in the office of the building inspector. ~~All plans and specifications shall be signed by the designer.~~ Plans for all new one and two family dwellings shall comply with the provisions of Ch. ~~ILHR~~ SPS 320.09(4), Wis. Adm. Code. ~~Plans for commercial projects shall conform to the following:~~

(1) Commercial Plan Review.

~~Delegated Appointed Agent Municipality. The municipality has adopted the Appointed Agent Municipality Status as described in SPS 361.60 and SPS 382 of the Wisconsin Administrative Code.~~

~~Responsibilities. The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):~~

~~Provide inspection of commercial buildings with certified commercial building inspectors.~~

~~Provide plan examination of commercial buildings with certified commercial building inspectors.~~

~~Plan Examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other structures exempted in SPS 361.03(3) & SPS 382, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:~~

- ~~• A new building or structure.~~
- ~~• An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.~~
- ~~• An alteration of a building space, element, or structure. Including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system or replacement of equipment or fixtures within those systems.~~
- ~~• A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.~~
- ~~• The department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.~~

Plan Submission Procedures. All commercial buildings, structures and alterations, including new buildings and additions require plan submission as follows:

Building permit application

Application for review – State of Wisconsin forms as applicable based on trade submitted or Municipal Equivalent.

- a. Fees per municipal fee schedule
- b. Fees apply to all commercial projects
- c. Plans prepared for review in accordance with SPS 361 – 366 or SPS 380 - 387
- d. Signed and sealed per SPS 361.31 or SPS 382 as appropriate
- e. (1) set of specifications
- f. Component and system plans which may be submitted separately per SPS 361 and 382 as applicable.
- g. Calculations showing code compliance

Note: Nothing in this code or chs. SPS 361 to 366 and SPS 380-387 is intended to prohibit the submission and acceptance of plans and construction documents in an electronic or digital media. Digital submissions, whenever possible, are encouraged to the City of Cedarburg's contracted partners. However, if plans are approved electronically, 2 sets of hard copies bearing the approval stamp of the reviewer is still required to be submitted prior to permit issuance.

(g) *Waiver of plans; minor repairs.*

- (1) *Plan waiver.* If the building inspector finds that the character of the work is sufficiently described in the application, he may waive the filing of plans for alterations, repairs or moving.
- (2) *Minor repairs.* The building inspector may authorize minor repairs for maintenance work on any structure or to electrical, heating, ventilating or air conditioning systems installed therein, valued at less than \$500.00 which do not change the occupancy area, exterior aesthetic appearance, structural strength, fire protection, exits, light or ventilation of the building or structure without issuance of a building permit.

(h) *Approval of plans.*

- (1) *Permit issuance.* If the building inspector determines that the building shall comply in every respect with all ordinances and orders of the city and all applicable laws and orders of the State of Wisconsin, he shall issue a building permit which shall state the use to which said building is to be put, which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of the above-mentioned ordinances, laws or orders, or which involves the safety of the building or the occupants, except with the written consent of the building inspector.
- (2) *Historic buildings.* Prior to the issuance of a building permit, the building inspector shall determine that the requirements stated in section 13-1-70 have been satisfied and necessary paperwork completed.
- (3) *Partial permit.* In case adequate plans are presented for part of the building only, the building inspector, at his discretion, may issue a permit for that part of the building before receiving the plans and specifications for the entire building.
- (4) *Grade.* No work is to be started unless a proper building pad grade has been reviewed and approved by the building inspector and/or city engineer. Grading of the lot, including the establishment of drainage

ways along side and rear lot lines shall be in accordance with the subdivision master grading plan on file in the office of the city engineer. The master grading plan identifies lots designed for partial or fully exposed basements, and building plans must comply with the elevations shown, unless modified in writing by the city engineer. Grades for sidewalks, curb and gutter, driveways, and related infrastructure items are to be set by city engineer.

- (i) *Specified inspections and when to be made.* The building inspector, upon notification from the permit holder or his agent, shall make or cause to be made within 48 hours of notification, the following inspections of buildings and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent wherein the same fails to comply with the law. The building inspector may also inspect the rehabilitation and/or restoration work as it progresses on a building within a historic preservation district to ensure compliance with the provisions of this section and the certificate of appropriateness.
- (1) *Footing inspection.* After excavations are made and the necessary forms are erected and when all reinforcing steel is in place, all the materials, separate and mixed, shall be approved by the building inspector for the footings.
 - (2) *Foundation inspection.* After the necessary forms are erected and all reinforcing steel is in place, all materials for the foundations, separate and mixed, shall be approved by the building inspector. Final foundation inspection shall be made after the foundation is in place and before backfilling begins and the superstructure is placed thereon.
 - (3) *Frame inspection.* To be made after the roof, all framing, fireblocking and bracing is in place and all pipes, chimneys and vents are complete. No lath or plaster base of any kind or any insulation between the studs shall be applied to any building until the frame inspection, electrical inspection, plumbing and hearing inspections have been made and the work is approved.
 - (4) *Basement floor inspection.* To be made after sump crock, interior drain tile, plastic vapor barrier and necessary stone has been placed and leveled.
 - (5) *Insulation.* To be inspected before being covered.
 - (6) *Final inspection.* To be made after the building is completed and is ready for occupancy.

If he finds that the work conforms to the provisions of this Chapter, he shall issue a certificate of occupancy which shall contain the date and the result of such inspection, a duplicate of which shall be filed in the office of the building inspector.

- (j) *Permit lapses.*
- (1) *General.* Permits issued under this chapter shall lapse and be void unless construction or work thereunder has commenced within six (6) months from the date of issuance, unless thirty 30 day time extensions have been granted by the building inspector. Construction has commenced if the footings or foundation has been excavated to a point where footings or foundation work can begin.
 - (2) *Reissuance of permits.* In the event any work for which a permit was issued is not completed within 24 months for one- and two-family dwelling units and within one year for other construction or work authorized by a valid permit issued under this chapter, then said permit shall lapse and be void and no construction or work shall begin or resume until a new permit is obtained and the fee prescribed under this chapter is paid. No permit shall be reissued until all approvals required by this chapter at the time or reapplication have been given. The fee for reissuance of a permit shall be one-half of the required fee at the time of reapplication unless work has proceeded without a permit or under a lapsed permit, in which event full fees shall be paid.
- (k) *Revocation of permits.*

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- (1) The building inspector may revoke or suspend any building, heating and ventilating, plumbing or electrical permit, certificate of occupancy, certificate of appropriateness or approval issued under the regulations of this chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:
 - a. Whenever the building inspector shall find at any time that applicable ordinances, laws, orders, plans and specifications are not being complied with, and that the holder of the permit or certificate refused to conform after written warning has been issued to him.
 - b. Whenever the continuance of any construction becomes dangerous to life, property, or the existence of a historic building or structure.
 - c. Whenever there is a violation of any condition or provisions of the application for permit or certificate.
 - d. Whenever, in the opinion of the building inspector, there is inadequate supervision provided on the job site.
 - e. Whenever any false statement or misrepresentation has been made in the application for permit, certificate of appropriateness, plans, drawing, data specifications, or certified lot or plot plan on which the issuance of the permit or approval was based.
 - f. Whenever there is a violation of any of the conditions of an approval or occupancy given by the building inspector (or by the landmarks commission in regard to a certificate of appropriateness) for the use of all new materials, equipment, methods of construction, devices, or appliances.
 - (2) The notice revoking a building, heating and ventilating, plumbing, electrical, certificate of occupancy or certificate of appropriateness shall be in writing and be served upon the permit holder or owner of the premises and his agent, if any, and on the person having charge of construction.
 - (3) A revocation placard shall also be posted upon the building, structure, equipment, or premises in question by the building inspector.
 - (4) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction, restoration and/or rehabilitation operation whatsoever on the premises, and the permit which has been so revoked shall be null and void, and before any construction or operation is again resumed, a new permit or certificate of appropriateness as required by this chapter, shall be procured and fees paid therefor, and thereafter the resumption of any construction or operation shall be in compliance with the regulations of this chapter. However, such work as the building inspector may order as a condition precedent to the reissuance of the building permit or certificate of appropriateness shall be performed, or such work as he shall require for the preservation of life and safety.
 - (5) Violations of this ordinance shall be penalized in accord with the general provisions of the Municipal Code, section 15-1-100. In addition, in any instance where work commences as regulated in this chapter without the owner or agent having secured a certificate of appropriateness and where applicable, plan commission approval, the building inspector shall promptly issue a stop work order which shall take immediate effect and remain in effect until such certificate of appropriateness and if, in the process, provisions of the Building Code shall also have been violated, the penalties for such violation called for in that Building Code shall be applied.
- (l) *Report of violations.* The police and other city officers shall report at once to the building inspector any building which is being carried on without a permit as required by this chapter.
 - (m) *Display of permit.* Building permits shall be displayed in a conspicuous place on the premises where the authorized building or work is in progress at all times during construction or work thereon.

(n) *Certificate of occupancy.*

(1) *When required.* It shall be unlawful for any person to use or permit the use of any building or premises, or part thereof, hereafter erected, changed, converted or enlarged, wholly or partially, in use or structure until a certificate of occupancy shall have been issued by the building inspector. Such certificate of occupancy shall not be issued until all final inspections under this chapter have been satisfactorily completed.

(2) *Inspections.*

- a. The building inspector shall make a final inspection of all new buildings, additions, and alterations. If no violations of this chapter or any other ordinance are found, the building inspector shall issue a certificate of occupancy, stating the purpose for which the building is to be used. Action to approve or deny any application for a permit or certificate of occupancy under this chapter shall be taken promptly and in no case longer than ten days from the date the application is filed with the building inspector.
- b. No building, nor part thereof, shall be occupied until a certificate of occupancy has been issued, nor shall any building be occupied in any manner which conflicts with the conditions set forth in the certificate of occupancy.
- c. If the building inspector determines after final inspection that the building, structure or work has substantially complied with every respect with all ordinances and orders of the city and applicable laws and orders of the State of Wisconsin, he shall officially approve the work and shall issue the certificate of occupancy to the owner.
- d. No person shall alter any plans or specifications in any respect after a permit or certificate of occupancy has been issued therefor, except with the written consent of the building inspector or appropriate city authority.

(3) *Use discontinued.* (See city Zoning Code.)

(4) *Hardship.* The building inspector shall have the authority and power to permit the occupancy of any building or structure in the city, prior to issuance of an occupancy certificate, in all such cases of hardship as in his judgment and discretion warrant occupancy before final stage of completion as set forth in this chapter. Before granting such permission, the building inspector shall first examine the premises and determine if it is safe and sanitary. The building inspector shall determine the time within which such building or structure can be completed, such time not to exceed 90 days.

(5) *Change of use.* (See city Zoning Code.)

(Ord. No. 2004-19)

Sec. 15-1-3 State uniform one- and two-family dwelling code adopted.

- (a) *State code adopted.* The administrative code provisions describing and defining regulations with respect to one- and two-family dwellings in Chapters ~~15-1-3~~ **SPS 320-325** of the current Wisconsin Administrative Code are hereby adopted and by reference made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by an administrative code provision incorporated herein by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the administrative code provisions incorporated herein are intended to be made a part of this chapter to secure uniform statewide regulation of one- and two-family dwellings in this city. A copy of these administrative code provisions and any future amendments shall be kept on file in the building inspector's office.

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- (b) *Existing buildings.* The "Wisconsin Uniform Dwelling Code," shall also apply to buildings and conditions where:
- (1) An existing building to be occupied as a one- or two-family dwelling, which building was not previously so occupied.
 - (2) An existing structure that is altered or repaired, when the cost of such alterations or repair during the life of the structure exceeds 50 percent of the equalized value of the structure, said value to be determined by the City Assessor.
 - (3) Additions and alterations, regardless of cost, made to an existing building when deemed necessary in the opinion of the building inspector shall comply with the requirements of this chapter for new buildings. The provisions of section 15-1-2 shall also apply.
- (c) *Wisconsin Uniform Dwelling Code adopted.* The Wisconsin Uniform Dwelling Code, § SPS 320-325 and § SPS 327, and their successors, of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated herein by reference and shall apply to all buildings within the scope of this ordinance.
- (d) *Method of Enforcement.*
- (1) *Building inspector to enforce.* The building inspector and his delegated representatives are hereby authorized and directed to administer and enforce all of the provisions of the Uniform Dwelling Code. The building inspector shall be certified for inspection purposes by the department, and by the ~~Department of Industry, Labor and Human Relations~~ Department of Safety and Professional Services.
 - (2) *Subordinates.* The building inspector may appoint, as necessary, subordinates, which appointments shall be subject to confirmation by the common council.
 - (3) *Duties.* The building inspector shall administer and enforce all provisions of this chapter and the Uniform Dwelling Code.
 - (4) *Inspection powers.* The building inspector or an authorized certified agent may at all reasonable hours enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or heating work. No person shall interfere with or refuse to permit access to any such premises to the building inspector or his agent while in performance of his duties.
 - (5) *Records.* The building inspector shall perform all administrative tasks required by the department under the Uniform Dwelling Code. In addition, the inspector shall keep a record of all applications for building permits in a book for such purpose and shall regularly number each permit in the order of its issue. Also, a record showing the number, description and size of all buildings erected indicating the kind of materials used and the cost of each building and aggregate cost of all one- and two-family dwellings shall be kept. He shall make an annual report to the common council.

(Ord. No. 2022-16, § 1, 10-10-22)

Sec. 15-1-4 Non-residential construction standards; state code adopted.

- (a) ~~Portions of state building code adopted.~~ Codes Adopted
- (1) *Code adopted.* ~~Chapters ILHR 50 through ILHR 64 and ILHR 70 (Historic Building Code), Wis. Adm. Code (Wisconsin State Building Code)~~ The following codes are hereby adopted and made a part of this chapter with respect to those classes of buildings to which this Building Code specifically applies. ~~This includes A~~any future amendments, revisions and modifications of said Chs. 50 through 64 and 70 incorporated herein are intended to be made a part of this Code. A copy of said Chs. 50 to 64 and 70 and amendments thereto shall be kept on file in the office of the building inspector.

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- a) Fire Prevention (Ch. SPS 314).
 - b) Elevators, Escalator and Lift Devices (Ch. SPS 318).
 - c) Uniform Dwelling (Chs. SPS 320-325).
 - d) Camping Units (Ch. SPS 327).
 - e) Smoke Detectors (Ch. SPS 328).
 - f) Amusement Rides (Ch. SPS 334).
 - g) Gas Systems (Ch. SPS 340).
 - h) Boilers and Pressure Vessels (Ch. SPS 341).
 - i) Historic Buildings (Ch. SPS 370).
 - j) Existing Buildings (Ch. SPS 369).
 - k) Mechanical Refrigeration (Ch. SPS 345).
 - l) Wisconsin Commercial Building Code (Chs. SPS 360-366).
 - m) Public Swimming Pools and Water Attraction (Ch. SPS 390).
 - n) Buildings Constructed prior to 1914 Code (Chs. SPS 375-379).

(2) *Permit required.* Except as specifically provided in section 15-1-2, no person shall build, add to, alter or repair, or cause to be built, added to, altered or repaired, any public building, structure or place of employment until a building permit therefor has been issued by the building inspector under section 15-1-2.

(b) *Approvals required.*

- (1) *Requirements.* Permits for buildings, structures or work under subsection (a) above shall be issued by the building inspector only for plans which have been approved under subsection (b)(2), below. Approvals may be obtained in any order provided no permit shall be issued by the building inspector until plans stamped or endorsed by all approving authorities are on file in his office. [See section 15-1-101(a)(16) for fee schedule.]
- (2) *State approval required.* Except when authority to approve plans has been delegated to the building inspector, all plans for commercial, industrial or other classes of buildings or places of employment described in Wis. Stats. § 101.12, shall be approved by the Wisconsin Department of ~~Industry, Labor and Human Relations~~ Department of Safety and Professional Services.

(Ord. No. 93-01)

Sec. 15-1-5 New methods and materials.

- (a) All materials, methods of construction and devices designed for use in buildings or structures covered by this chapter and not specifically mentioned in or permitted by this chapter shall not be so used until approved in writing by the State Department of ~~Industry, Labor and Human Relations~~ Department of Safety and Professional Services for use in buildings or structures covered by the Wisconsin State Building Code, except sanitary appliances, which shall be approved in accordance with the State Plumbing Code.
- (b) Such materials, methods of construction and devices, when approved, must be installed or used in strict compliance with the manufacturer's specifications and any rules or conditions of use established by the State

Department of ~~Industry, Labor and Human Relations~~ Department of Safety and Professional Services The data, tests and other evidence necessary to prove the merits of such material, method of construction or device shall be determined by the State Department of ~~Industry, Labor and Human Relations~~ Department of Safety and Professional Services.

- (c) All materials, methods of construction and devices designed for use in buildings or structures not covered by the Wisconsin State Building Code shall be approved by the building inspector when they are proved to be the equal of those specifically required by the Code.

Sec. 15-1-6 Powers and duties of the building inspector.

- (a) *Power of police officer.* The building inspector shall enforce all of the provisions of this chapter and for such purpose shall have police powers and, in this capacity, shall have the right to call for aid of the police department.
- (b) *Power to stop building work.* Whenever any building work is being done contrary to the provisions of this chapter or is being done in an unsafe or dangerous manner, the building inspector may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the building inspector to recommence and proceed with the work.
- (c) *Power to order building to be evacuated.* Whenever any building or portion thereof is being used or occupied contrary to the provisions of this chapter, the building inspector shall order such use or occupancy discontinued and the building or portion thereof vacated by notice served on any person using or causing such use of occupancy to be continued, and such persons shall vacate such building or portion thereof within ten days after receipt of such notice or make the building or portion thereof comply with the requirements of this chapter, provided, in the event of an emergency the following subsection shall apply.
- (d) *Power to condemn.* Any building or portion thereof, including buildings or structures in the process of erection, if found to be dangerous to persons or property, or unsafe for the purpose for which it is being used, or in danger from fire due to defects in construction, or dangerous for use because of insufficient means of egress in case of fire, or which violates the provisions of the chapter due to the removal, decay, deterioration or the falling off of any thing, appliance, device or requirements originally required by this chapter or which has become damaged by the elements of fire to an extent of 50 percent of its value may be condemned by the building inspector. The building inspector may order portions of the structural frame of a building or structure to be exposed for inspection when, in his opinion, they are in an unsafe condition. In any of the aforesaid cases, the building inspector shall serve notice in writing on the owner, reputed owner or person in charge of such a building or premises, setting forth what must be done to make such building safe. The person receiving such notice shall commence within 48 hours thereafter to make the changes, repairs or alterations set out in such notice and diligently proceed with such work or demolish the building. The building inspector shall also affix a notice of such order in a conspicuous place on the outside wall of the building, and no person shall remove or deface such notice. No such building shall be occupied or used for any purpose after the building inspector serves written notice of its unsafe or dangerous condition until the instructions of the building inspector have been complied with. Where the public safety requires immediate action, the building inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expense of such work may be recovered by the city in an action against the owner or tenant. The fire department shall give all reasonable assistance to the building inspector in such work. If the owner or tenant of any such building or structure is dissatisfied with the decision of the building inspector as to the unsafe character thereof, the question shall be referred to the board of appeals whose decision shall be final.
- (e) *Powers when orders are ignored.* If, at the expiration of the time as set forth in the first notice, the instructions, as stated, have not been complied with, a second notice shall be served personally upon the

owner, his agent or the person in possession, charge or control of such building or structure or part thereof, stating therein such precautionary measures as may be necessary or advisable to place such building or structure or part thereof in a safe condition. Should the necessary changes not be made within 30 days after the service of such second notice, the board of public works may order the building inspector to proceed with the work specified in such notice. A statement of the cost of such work shall be transmitted to the board of public works which shall cause the same to be paid and levied as a lien against the property. Proper service of either of such notices shall be personal service upon the owner of such record, if he shall be within the city. If he is not located in the city, such service may be made upon any person residing in the city who collects rents on the property in questions, and in the absence of such a person, upon the tenant of the premises. If the premises are vacant and the owner is not in the city, such service will be completed when the notice is sent by registered mail to the last-known address of the owner. Whenever the owner, agent or tenant is a corporation, service may be upon the president, vice president, secretary or treasurer or, in the absence of these, the local representatives of such corporation.

(f) *Historic buildings.*

- (1) If an order is issued under this section to raze or remove a historic building or an application is made for a permit to raze or remove a historic building or if the city intends to raze or remove a municipally-owned historic building, the city shall notify the State Historical Society and the landmarks commission of the order, application or intent. No historic building may be razed for 60 days after notice is given. During the 60 day period, the State Historical Society and landmark commission shall have access to the historic building to create or preserve a historic record (refer to subsection 13-1-70(o)(1)c).
- (2) Maintenance of landmarks sites and HPDs shall be such that every person in charge of an improvement on a landmark site or in a HPD shall keep in good repair all of the exterior portions of such improvement and all interior portions thereof which, if not so maintained, may cause or tend to cause the exterior portions of such improvement to fall into a state of disrepair. This provision shall be in addition to all other provisions of the Codes and Ordinances of the city requiring such improvement to be kept in good repair.

(g) *Coordinated inspections.* All provisions of the laws and regulations of the municipality and of legally-adopted rules of local fire and health officials in respect to the operation, equipment, housekeeping, fire protection, handling and storage of flammable materials, liquids and gases and the maintenance of safe and sanitary conditions of use in occupancy in all buildings shall be strictly enforced by the administrative officials to whom such authority is delegated. whenever inspection by any authorized enforcement officer discloses any violation of the provisions of this Code, or of any other rules, regulations or laws, he shall immediately notify the administrative officer having jurisdiction of the violation.

Sec. 15-1-7 Disclaimer on inspections.

The purpose of the inspections under this chapter is to improve the quality of construction in the city. The inspections and the reports and findings issued after the inspections are not intended as, nor are they to be construed as, a guarantee. In order to so advise owners and other interested persons, a disclaimer shall be included in each inspection report as follows: "The findings of inspection contained herein are intended to report conditions of noncompliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied."

Sec. 15-1-8 Regulation and permit for razing buildings.

- (a) *Permit required.* No building or structure within the City of Cedarburg shall be razed without the owner of such building or structure ("owner") or a person who will raze such building or structure ("contractor") first obtaining a permit from the building inspector. Prior to issuing the permit, the building inspector must be provided with the following:
- (1) Fee in accordance with section 15-1-101 of the Code of Ordinances.
 - (2) Copy of the building razing contract between the owner and contractor, if the owner is not the contractor.
 - (3) Documentation from the appropriate utility providers evidencing that all water, electricity, natural gas and telephone lines have been shut off and capped or sealed.
 - (4) Performance bond and certificate of insurance, as provided in section 15-1-8(b).
 - (5) Such other documents as the building inspector may reasonably require.
 - (6) All demolitions of buildings on landmark property or in historic districts must be approved by the landmark commission and the State Historical Society.
- (b) *Bonding and insurance requirements.*
- (1) Except as provided in subsection (iv), before any permit is issued for razing of a building or structure, the permit applicant shall file with the building inspector a performance bond and a certificate of insurance.
 - (2) The performance bond shall be executed by the applicant and a corporate surety authorized to execute bonds in the State of Wisconsin and shall provide that the applicant and surety are firmly bound unto the city in the penal sum of \$5,000.00 or the amount of the contract for razing, whichever is greater, and shall reimburse the city for all damages to any city property resulting from the work operations, regardless of whether the damage is done by the applicant, its agents, employees or subcontractors, and for any costs to the city due to the applicant's failure to properly complete the razing.
 - (3) The certificate of insurance shall be from an insurance company licensed to do business and in good standing in the State of Wisconsin, evidencing that the contractor has obtained an occurrence policy of comprehensive general liability insurance against claims for damages due to personal injury, including accidental death, and property damage in the amount prescribed in the city's schedule of insurance requirements, naming the city as an additional insured, which policy shall not be cancelable without 30 days prior written notice to the city, the certificate to be in full force and effect as to any permits issued prior to cancellation and all work done under said permits.
 - (4) The owner of any premises who wishes to raze a building on those premises may be granted a permit without providing the aforesaid performance bond and certificate of insurance, provided that the foundation area of such building or structure does not exceed 750 square feet and 15 feet in height, and there is no sewer or water service in such building connected to a private or public water or sewer system, and the building is in compliance with all current setback requirements established under title 13 of the Code of Ordinances, and either the owner is the contractor or the contract amount is under \$1,500.00.
- (c) *Time limits.*
- (1) The permit issued by the building inspector pursuant to subsection (a) shall be valid for three months from the date of issuance only.

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- (2) Prior to commencing the razing, the contractor shall notify the building inspector of the start date for the razing operations and unless the permit provides for a later completion date, all work shall be completed within 30 days of the start date. In the event the work is not completed on or before the completion date allowed for by the permit, all work shall cease at the close of business on such date.
- (3) Prior to recommencing any work after the expiration of the originally permitted completion date, the contractor shall apply to the building inspector for an extension of the completion date and shall state the reason for the failure of the timely completion and the new projected date by which the razing operations shall be completed. The building inspector, in his sole discretion, may grant the requested extension or may proceed as provided in section 15-1-8(e).
- (d) *Work requirements.* At all times during the razing operations and prior to the commencement of completion thereof, as required, the Contractor shall:
- (1) Keep adequate barricades, fences, and lights in place around the work site to prevent harm or damage to persons and surrounding structures or property.
 - (2) Take adequate precautions to prevent structures or soils adjacent to the work site from collapsing into the work site.
 - (3) Take such steps as are necessary, including spraying the work site with water, to eliminate the spread of dust outside the work site.
 - (4) Take all necessary steps, through the employment of a qualified person in the field of pest control or by other appropriate measures to treat the work site to prevent the spread and migration of rodents and insects therefrom during and after the razing operations.
 - (5) Remove all flammable materials from the work site each day so as to assure that no flammable materials are used to back fill any excavated areas or remain on the work site after the completion of the razing operation.
 - (6) Remove and/or fill, as required, all septic, holding tank and other sanitary disposal facilities and cap and seal all private wells.
 - (7) Take all necessary steps to assure that no materials are burned on the work site.
 - (8) Fill all excavations to one foot above the surrounding grade. The work site shall be raked clean and all excess debris shall be hauled from the work site. All areas of the work site upon which new construction will not be commenced within 30 days shall be seeded in accordance with the requirements of Wisconsin Construction Site Best Management Practices Handbook, Chapter 3.B.4.1.
 - (9) Remove all underground storage tanks in accordance with section ~~ILHR 10.732~~ **ATCP 93**, et. seq., Wisconsin Administrative Code, as amended.
 - (10) Remove all excess demolition debris and other material from the work site prior to completion.
 - (11) Remove and dispose of all hazardous and/or regulated materials in accordance with applicable state and federal regulations.
 - (12) Conform with all erosion control and debris tracking ordinances and regulations as promulgated by the city and the State of Wisconsin, and as set forth in the Wisconsin Construction Site Best Management Practice Handbook, as amended from time to time, as published by the Wisconsin Department of Natural Resources.
- (e) *Authority of building inspector.* In addition to the powers of the building inspector set forth elsewhere in the Code of Ordinances, the building inspector is hereby empowered to:

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- (1) Notify the contractor of violations of this or any other section of the Code of Ordinances and order that the contractor correct such violations within a time period determined by the building inspector in his sole discretion.
 - (2) Order the contractor to immediately cease all razing operations if the building inspector determines, in his sole discretion, that an order to correct a violation of this or any other section of the Code of Ordinances is not being carried out in a timely fashion or that a condition dangerous to the public exists.
 - (3) Hire a third-party contractor to complete any razing operations which the original contractor has commenced but failed to complete or has been ordered to cease, and further to draw upon the performance bond for payment to the third-party contractor. In the event that the amount which can be drawn upon from the performance bond is not sufficient to cover the costs of completion of the razing operations, including the third-party contractor fees, engineering fees and/or legal fees, the owner shall pay such excess amounts within five days of notice from the city clerk. If the owner fails to pay such excess costs, such costs shall be certified to the city clerk to be entered on the tax roll as a special assessment against the property encompassing the work site.
- (f) *Statute adopted.* Except as otherwise provided in this chapter, Wis. Stats. § 66.05, as amended, is adopted as part of this article.
- (Ord. No. 92-18)

Sec. 15-1-9 Basements; excavations.

- (a) *Basement subflooring.* First floor subflooring shall be completed within 60 days after the basement is excavated.
- (b) *Window wells.* Window wells may not extend beyond the established building setback line and shall not encroach upon any drainage or utility easement. The maximum allowable length of any individual residential window well, measured horizontally along the foundation, shall be 6 feet, and the sum of the lengths of all window wells on any one side of a residential structure shall not exceed 12 feet. The area of the ground surface opening for any individual window well, as measured on the plane of the ground surface, shall not exceed 18 square feet, and the cumulative total area of the ground surface openings for all window wells on a residential structure shall not exceed 72 square feet. The maximum allowable window well depth, as measured from the adjacent ground surface to the bottom of the window well, is 54 inches. Window wells greater than 36 inches in depth shall be constructed with an intermediate step and shall be protected with suitable fencing, grating, transparent covers, or landscaping to minimize the potential for injury and entrapment. Any opening or combination of openings along the foundation which exceed the parameters of this section shall constitute an exposed basement.
- (c) *Exposed basements.* Exposed basements are allowed on lots specifically identified with a split building grade elevation on the approved subdivision master grading plan on file in the office of the city engineer. Any modification to the master grading plan must be approved in writing by the city engineer.
- (d) *Fencing of excavations.* The owner of any premises on which exists an opening or excavation which is located in close proximity to a public sidewalk or street right-of-way as to constitute a hazard to pedestrian or vehicular traffic shall erect a fence, wall or railing at least four feet high between such opening or excavation and the public right-of-way.
- (e) *Closing of abandoned excavations.* Any excavation for building purposes or any uncovered foundation which shall remain open for more than three months shall be deemed abandoned and a nuisance and the building inspector shall order that unless the erection of the building or structure on the excavation or foundation shall commence or continue forthwith, suitable safeguards shall be provided to prevent accidental injury to

children or other frequenters or that the excavation or foundation be filled to grade. Such order shall be served upon the owner of record or the owner's agent, where an agent is in charge of the premises, and upon the holder of an encumbrance of record in the manner provided for service of a summons in the circuit court. If the owner or the holder of an encumbrance of record cannot be found, the order may be served by posting it on the premises and make publication in the official newspaper for two consecutive publications at least ten days before the time for compliance stated in the order commences to run. Such time shall be not less than 14 nor more than 20 days after service. If the owner of the land fails to comply with the order within the time required, the building inspector shall cause the excavation or foundation to be filled to grade. The cost of such abatement shall be charged against the real estate and entered on the next succeeding tax roll as a special charge and shall bear interest at a rate established by the common council from the date of the report by the building inspector on the cost thereof, pursuant to the provisions of Wis. Stats. § 66.60.

(Ord. No. 2004-19)

Sec. 15-1-10 Regulations for moving buildings.

(a) *General requirements.*

- (1) No person shall move any building or structure upon any of the public ways of the city without first obtaining a permit therefor from the building inspector and upon the payment of the required fee. Every such permit issued by the building inspector for the moving of a building shall designate the route to be taken, the conditions to be complied with, and shall limit the time during which said moving operations shall be continued.
- (2) A report shall be made by the building inspector with regard to possible damage to trees or the required movement of any public utilities and/or improvements. The estimated cost of trimming, removing and replacement of public trees, or the required movement of any public utilities shall be determined by the building inspector and shall be paid to the city prior to issuance of the moving permit.
- (3) Issuance of a moving permit shall further be conditioned on approval of the moving route by the chief of police and a representative of the public works department.

(b) *Continuous movement.* The movement of buildings shall be a continuous operation during all the hours of the day, and at night, until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection, or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Lights shall be kept in conspicuous places at each end of the building during the night.

(c) *Street repair.* Every person receiving a permit to move a building shall, within one day after said building reaches its destination, report that fact to the building inspector who shall, with a representative of the public works department, inspect the streets, highways, and curbs and gutters over which said building has been moved and ascertain their condition. If the removal of said building has caused any damage to any street or highway, the person to whom the permit was issued shall forthwith place them in as good repair as they were before the permit was granted. On the failure of the said permittee to do so within ten days thereafter to the satisfaction of the public works department, the city shall repair the damage done to such streets and hold the person obtaining such permit and the sureties on his bond responsible for the payment of same.

(d) *Conformance with code.* No permit shall be issued to move a building within or into the city and to establish it upon a location within the said city until the building inspector has made an investigation of such building at the location from which it is to be moved, and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code

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(Supp. No. 11)

in all respects. A complete plan of all further repairs, improvements and remodeling with reference to such building shall be submitted to the building inspector, and he shall make a finding of fact to the effect that all such repairs, improvements and remodeling are in conformity with the requirements of this Building Code, and that when the same are completed, the building as such will so comply with said Building Code. In the event a building is to be moved from the city to some point outside the boundaries thereof, the provisions with respect to the furnishing of plans and specification for proposed alterations to such building may be disregarded.

(e) *Bond.*

- (1) Before a permit is issued to move any building over any public way in the city, the party applying therefor shall give a bond to the City of Cedarburg in a sum to be fixed by the building inspector and which shall not be less than \$5,000.00; said bond to be executed by a corporate surety or two personal sureties to be approved by the building inspector or designated agent conditioned upon, among other things, the indemnification to the city for any costs or expenses incurred by it in connection with any claims for damages to any person or property, and the payment of any judgment together with the costs and expenses incurred by the city in connection therewith, arising out of the removal of the building for which the permit is issued.
- (2) Unless the building inspector, upon investigation, shall find it to be a fact that the excavation exposed by the removal of such building from its foundation shall not be so close to a public thoroughfare as to permit the accidental falling therein of travelers or the location, nature and physical characteristics of the premises and the exposed excavation, such as to make intrusion upon the premises and the falling into such excavation of children under 12 years of age unlikely, the bond required by subsection (e)(1) shall be further conditioned upon the permittee erecting adequate barriers and within 48 hours, filling in such excavation or adopting and employing such other means, devices or methods approved by the building inspector and reasonably adopted or calculated to prevent the occurrences set forth herein.

- (f) *Insurance.* The building inspector shall require in addition to said bond above indicated, public liability insurance covering injury to one person in the sum prescribed in the city's schedule of insurance requirements. The city shall be named as a third-party insured on the policy.

Sec. 15-1-11 Building security and lockset requirements.

- (a) *Purpose.* The purpose of this Section is to establish minimum security requirements to better protect persons and property from property crimes by delaying, deterring, and restricting persons attempting unauthorized or illegal entry into buildings or parts of buildings.
- (b) *Applicability.* This Section shall apply to all newly-constructed multiple-family dwellings and to all remodeling of existing multiple-family dwellings requiring the issuance of a building permit which involves entry doors.
- (c) *Definitions.*
 - (1) *Dead-latching lockset.* A latching device and strikeplate which is held in dead position when closed by means of an added integral slide trigger mechanism. The complete lockset shall consist of a knob on both sides and shall be locked/unlocked by key from the exterior and turn-button from the interior.
 - (2) *Cylinder spring dead latchset.* A latching device and strikeplate which is positively held in dead-latch position when the door is closed by means of an added integral slide trigger mechanism. The complete set shall consist of a key operation from the exterior and a knob, thumbturn, or lever handle from the interior.
 - (3) *Single cylinder deadbolt.* A bolt which has no automatic spring action and which is operated by a pin-tumbler cylinder key from the outside and a thumbturn from the inside and is positively held when in the projected or locked position.

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- (4) *Cylinder guard.* A free-turning steel ring surrounding the exposed portion of the lock cylinder on a deadbolt and which is fastened so as to protect the deadbolt from wrenching, prying, cutting or pulling by attack tools.
 - (5) *Panic-free double lockset.* A high-security lockset featuring a standard latching lockset below with a high-security single-cylinder deadbolt above with a one inch throw deadbolt. Both doorlatch and deadbolt are retracted simultaneously by single action of the interior knob designed for ease during panic escapement.
 - (6) *Steel insert.* A hardened steel pin contained in the bolt and located to prevent bolt cutting with common tools.
 - (7) *Exterior doors.* Doors which lead from the exterior of the building directly either into a common lobby or directly into an individual apartment.
 - (8) *Hinged interior entrance/exit doors.* Doors which lead from a common lobby or connecting garage directly into an individual apartment.
- (d) *Required hardware applications.*
- (1) All exterior doors leading into common lobbies shall have locksets so as to create secured lobbies. Such entrances shall use the deadlatching lockset or across-the-door type self-locking push bar lock/lock release commonly referred to as a "Panic Free Bar" which shall need a key to gain entrance to the lobby but shall not need a key to exit the building.
 - (2) All hinged interior entrance/exit doors leading from a garage or common lobby area into individual apartments shall be equipped with a deadlatching lockset having a minimum bolt throw of one-half inch. this shall be accompanied by a double-cylinder deadbolt if there are glass panels within 40 inches from the deadbolt. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (3) All hinged interior entrance/exit doors and doors leading from a garage or common lobby area into individual apartments shall be equipped with a deadlatching lockset having a minimum bolt throw of one-half inch. If the door does not contain glass within 40 inches of the deadbolt, it shall be equipped with a single cylinder deadbolt having a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (4) All hinged exterior doors leading directly from the outside of the building into the individual apartment shall be equipped with a deadlatching lockset having a minimum throw of one-half inch. This shall be accompanied by a single-cylinder deadbolt. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (5) All hinged interior entrance/exit doors on upper apartments being on the second or higher floor having no other emergency escape routes shall be equipped with a panic-free double lockset. This lockset shall be equipped with a deadlatching lockset having a one-half inch throw and a single-cylinder deadbolt which in the locked position will retract simultaneously with the doorlatch by single action on the doorlatch. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard.
 - (6) Where single or pairs of hinged entrance doors to dwellings are equipped with ornamental pulls, the cylinder spring deadlatch may serve as a substitute for a deadlatching lockset.

Sec. 15-1-12 Garages and accessory buildings.

(a) *Definitions.*

- (1) An attached private garage shall mean a private garage attached directly to the principal building, or attached by means of an enclosed or open breezeway, porch, terrace or vestibule, or a private garage so constructed as to form an integral part of the principal building.
- (2) A detached private garage shall mean a private garage entirely separated from the principal building.
- (3) Accessory buildings shall conform to all requirements of this chapter.

(b) *Locations.* Detached garages shall be governed by the following unless otherwise provided for in appropriate zoning codes.

- (1) Garages of wood frame construction shall be located no less than ten feet from any residence building, except that such distance may be reduced to not less than five feet when the adjacent wall is protected as required for attached garages.
- (2) Garages of masonry wall construction shall be located no less than five feet from any residence building.

(c) *Foundations and footings.* Attached private garages shall be provided with the same type footings and foundations as required herein for the principal building. Concrete floors shall be not less than four inches in thickness. Detached private garages may be built with a continuous floating slab of reinforced concrete not less than four inches in thickness. Reinforcement shall be a minimum of six by six inch, or number ten by ten wire mesh. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of the slab. Exterior wall curbs shall be provided not less than four inches above the finished ground grade adjacent to the garage. Bolts three-eighths inches in diameter with nuts and washers attached, six inches long, shall be embedded three inches in the concrete curb of detached garages, six feet on centers. Wall corners cannot be more than 12 inches from the nearest bolt.

(d) *Floor surface.* The floor in all private garages shall be of concrete construction and sloped toward the exterior garage door or opening. No openings or pits in the floor shall be permitted, except for drainage.

(e) *Construction.* Private garages shall be constructed as follows: (See detail (c) for detached garages.)

- (1) Load bearing foundation walls and partitions shall be constructed as herein regulated.
- (2) Detached private garages of wood frame construction shall be constructed with the following requirements.
 - a. Studs may have a maximum spacing of 24 inches on centers.
 - b. Diagonal corner bracing may be applied on the inside surface of studs.
 - c. Corner posts may consist of two, two by four inch studs or a single, four by four inch stud.
 - d. Horizontal bracing and collar beams may be two by six inch with a maximum spacing of four foot on centers.
 - e. Bottom plates must use decay resisted material.

(f) *Attached private garages.* Private garages may be attached to or made part of residence buildings when in compliance with the following regulations:

- (1) *Separation from dwelling areas.* Attached garages shall be separated from the dwelling unit by at least:
 - a. Two inch brick or stone veneer.

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- b. Metal lath or perforated rock lath and three-fourths inch of plaster.
 - c. Five-eighths inch of vermiculite plaster board.
 - c. Five-eighths inch fire code gypsum plaster board.
- (2) An attached private garage may have a door connecting directly into the principal building, provided that the floor of such garage is at least eight inches below the floor of such principal building. Such door shall be a metal or solid wood door not less than one and three-quarter inches in thickness. A maximum of 100 square inches of one-fourth inch stationary wire glass window may be permitted in such door.
- (g) *Garage heating.* All open flame equipment shall be effectively separated by not less than one hour fire-resistive wall, floor or ceiling; however, suspended furnaces or direct fired units that are fired with a liquid fuel or gas may be used with an enclosure. (See U.D.C. 23.04(1)(e) for further information.)

Sec. 15-1-13 Decks for one and two family dwellings.

(a) *Definitions.*

Deck. Any structure which serves as a raised horizontal platform or floor constructed of wood or other materials, without enclosing walls or roof.

Attached deck. Any deck which is physically connected to the principal building or accessory structure.

Detached deck. Any deck which is not physically attached to the principal building or accessory structure.

(b) *Soil and excavation requirements for deck piers or foundations.*

- (1) No pier shall be placed on soil with a bearing capacity of less than 2,000 pounds per square foot unless the pad support is designed through structural analysis.
- (2) All organic material (roots, etc.) shall be cut off at the sidewalls of the borings or trench. All organic and loose material must be removed from the cavity area prior to pouring concrete.

(c) *Deck piers, pads and foundations.*

- (1) General footings, pads or piers shall be of adequate bearing area to safely distribute all live and dead loads to the supporting soil without exceeding the bearing capacity of the soil.
- (2) Type and size of concrete pads and piers.
 - a. Decks attached to principal buildings.
 - 1. Concrete pads - The minimum depth of a pad shall be 48 inches below grade. The minimum dimensions of this pad shall be four inches in depth and eight inches in diameter.
 - 2. Piers - The minimum depth of concrete piers shall be 48 inches below grade. The minimum dimension of this pier shall be eight inches in diameter. (The concrete pier(s) shall extend a minimum of six inches above grade unless an approved mounting bracket is secured at the top surface of the pier(s)).
 - 3. Direct burial wood posts shall be placed on a minimum two inch nominal thickness treated plat or other approved materials at a uniform depth below grade. Posts shall be treated to the requirements of the American wood Preserver's Association (AWPA) standard C2 and C15, for direct soil contact four inches below grade. Post shall be a minimum of four feet below established grade.

(d) *Framing.*

(1) *General requirements.*

- a. Materials. All wood framing used in deck construction shall be pressure treated against decay or shall be a species of wood that is naturally decay resistant or shall be protected from weather.
- b. Design loading. Decks shall be designed for a minimum of a 40 pound per square foot loading.
- c. See fastener schedule table (15-1-18-B).

(2) *Column posts.*

- a. Column spacing. Column posts shall be spaced per "Table No. 2."
- b. Column size.
 - 1. All column posts not exceeding six feet in height shall be a minimum of four by four inches nominal thickness.
 - 2. All column posts exceeding six feet in height shall be a minimum of six by six inches nominal thickness.
- c. Lateral support. Column posts shall be constructed in such a manner or mechanically attached to the deck foundation to resist lateral movement.

(3) *Beams.*

- a. Beam size. All beams shall be sized per "Table No. 1."
 - 1. Beams, except as otherwise noted in "Table No. 1," shall be a minimum of two, two inch thick member of one, four inch thick member. (I.E., 2 - 2X8 or 1 - 4/8).
 - 2. Beams may be spaced on each side of the post provided that blocking is installed a minimum of 24 inches.
- b. Bearing. Beams bearing directly on the posts shall be attached by means of approved metal anchors or other approved methods.
- c. Ledger boards. Ledger boards attached directly to the house or other structure may be used to replace a beam or beams. A single member of equal depth to the required size beam shall be used. The ledger board shall be attached with bolts, lag bolts or nails, spaced no less than 16 inches on center, secured directly into the building structure. Flashing shall be installed between the ledger and building structure.

(4) *Joists.*

- a. Joist size. All deck joists shall be sized and spaced per "Table No. 2." (Table 15-1-18-A)
- b. Bearing. Deck joists shall bear a minimum of one and one-half inches on the beam or ledger board. Joists fastened to the face of the beam or ledger shall be attached with approved metal hangers.
- c. Bridging. Bridging shall be provided at intervals not exceeding eight feet.
- d. Overhanging of joists. Joists which are at right angles to the supporting beam shall not be cantilevered more than two feet past the supporting beam, unless designed by structural analysis.

(5) *Decking.*

- a. Material. All decking material shall be a minimum of one and one-quarter inches thick, nominal thickness. One inch decking may be used provided that the joists are spaced no more than 16 inches on center.

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- b. Decking orientation.
 - 1. Decking shall be installed diagonally or at right angles to the joists.
 - 2. Decking shall be centered over joists with cuts made parallel to joists. Not more than two adjacent boards may break joints on the same joist except at ends and at openings.
- (6) *Guardrails and handrails.*
- a. Guardrails. All decks which are more than 24 inches above grade shall be protected with guardrails.
 - b. Handrails. Every stairway of more than three risers shall be provided with at least one handrail. Handrails shall be provided on the open sides of stairways.
 - c. Guardrail and handrail detail.
 - 1. Height. Handrails shall be located at least 30 inches, but not more than 34 inches, above the nosing of the treads. Guardrails shall be located at least 36 inches above the surface of the deck.
 - 2. Open railings. Open guardrails or handrails shall be provided with intermediate rails or an ornamental pattern to prevent the passage of a sphere with a diameter greater than six inches.
 - 3. Railing loads. Handrails and guardrails shall be designed and constructed to withstand a 200 pound load applied in any direction.
- (7) *Stairway, treads and risers.*
- a. Risers. Risers shall not exceed eight inches in height measured from tread to tread.
 - b. Treads. Treads shall be at least nine inches wide, measured horizontally from nose to nose.
 - c. Variation. There shall be no variation in uniformity exceeding three-sixteenths inch in the width of a tread or in the height of risers.
 - d. Stair stringers. Stair stringers shall be supported in accordance to the same manner as used for the deck.
- (8) *Alternate provisions.*
- a. Wood decks. Additional information may be found in the Uniform Dwelling Code standard listed below.
 - 1. Excavation requirements of section ~~ILHR~~ SPS 321.14
 - 2. Footing requirements of section ~~ILHR~~ SPS 321.15
 - 3. Frost penetration requirements of section ~~ILHR~~ SPS 321.16
 - 4. Load requirements of section ~~ILHR~~ SPS 321.02
 - 5. Stair, handrail and guardrail requirements of section ~~ILHR~~ SPS 321.04
 - 6. Decay protection requirements of section ~~ILHR~~ SPS 321.10

Sec. 15-1-14 Requirements for the restoration and/or rehabilitation of historic properties designated by the landmarks commission.

- (a) *Purpose.* The purpose of this Section is to establish requirements to ensure the protection and preservation of historic properties.
- (b) *Applicability.* This Section shall apply to the restoration and/or rehabilitation of historic buildings or structures identified BY the City's Landmarks Commission. Such buildings or structures may be located either inside or outside of the Washington Avenue historic Preservation District (WAHPD). This section shall also apply to the restoration and/or rehabilitation of existing non-contributing buildings in the Washington Avenue Historic Preservation District.
- (c) *General guidelines for restoration, rehabilitation and new construction.* The Landmarks commission is available for consultation to assist owners of affected properties to preserve and enhance existing structures and implement these guidelines.
 - (1) *General.* In considering proposed changes to historic affected properties, the landmarks commission shall consider the following:
 - a. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the exterior of a building, structure or site and its environment.
 - b. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.
 - c. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. Changes which may have acquired design or construction significance in their own right shall be recognized and weighed as a factor.
 - d. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure and site must be treated with sensitivity.
 - e. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, size and other visual qualities. Repair or replacement of missing architectural features shall be based on accurate duplications of features, substantiated by historic, physical and pictorial evidence rather than on conjectural designs or the availability of different elements from other buildings or structures.
 - f. The surface cleaning of structures shall be undertaken with the gentlest means possible. Chemical or physical treatments that cause damage to historic building materials are not permitted. The landmarks commission shall approve any methods before cleaning. Test spot areas are to be done and approved by the building inspector or his designee and a landmarks commission member before the major work is to begin.
 - g. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
 - h. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, district, neighborhood or environment.

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- i. Wherever possible, new additions or alterations to structures shall be accomplished in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
- (d) *Standards for the restoration and/or rehabilitation of historic building exteriors and additions.* The standards used for the restoration and/or rehabilitation of historic building exteriors and additions thereto shall be the Secretary of the Interior's "Standards for Restoration" and/or "Standards for Rehabilitation", hereinafter referred to as the current "SOI Standards". See Attachment A for the summary of some key SOI Standards.
- (1) *Height.* Alterations which create more than a one story difference between a building and those on either side would be subject to review by the landmarks commission based on past photos and history of the original building.
 - (2) *Major facade.*
 - a. *Shop fronts.*
 - 1. Shop fronts shall be restored relying on historic photographs, original drawings, physical evidence and other documents and shall be rehabilitated in keeping with or sympathetic to the architectural style of the building.
 - 2. Shop fronts shall fit inside the original shop front opening and shall not extend beyond the original opening.
 - 3. Display windows shall be restored to their original appearance based on photos and any other documentation in keeping with the architectural era. Small paned 18th century windows shall not be used nor shall solid or translucent materials be used in place of window glass.
 - b. *Windows.*
 - 1. All windows shall be restored to their original appearance based on photos and any other documentation or be rehabilitated to fit the original frame.
 - 2. Round or segmentally-arched windows shall contain window frames and panes which follow the exterior configuration. A less desirable alternative of partial blocking to form a rectangular opening may occur but, if proposed, shall block up the least possible amount of the opening to preserve to the greatest extent possible of the original proportions of the window.
 - 3. Windows shall not be blocked up.
 - 4. Shutters may be used if there is evidence that they were in the original building design and shall be proportionate to windows.
 - 5. Regarding storm windows, mill finish aluminum storm windows shall not be used. Wood is recommended. Storms shall be painted to match window trim.
 - 6. If a window is deteriorated beyond repair, replacement windows should be sought which will duplicate the detailing of the original windows as closely as possible. Windows of wood construction are preferred. Subject to approval by the landmarks commission, aluminum clad exterior windows may be used to replace wood windows beyond repair provided they fully comply with SOI Standards.
 - c. *Porches, trim and ornamentation.* Retain porches and steps visible from the public right-of-way which are historically and architecturally appropriate to the building. Avoid altering porches and steps by enclosing open porches or replacing wooden steps with cast concrete steps or by removing original architectural features, such as hand rails, balusters, columns or brackets.

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- d. *Trim and decorative ornamentation.* Retain original copings, cornices, cresting, finials, railings, balconies, oriels, pilasters, columns, chimneys, bargeboards or decorative panels which are essential to the maintenance of the building's historic character and appearance.
- e. *Roof shape.*
1. The roof shape of the front of a building or structure shall not be altered except to restore it to the original documentable appearance or to add a dormer or dormers in a location and shape compatible with the architectural design of the building and similar in location and shape to original dormers on buildings of the same vintage and style within the district. Alterations of the roof shape of the sides or back of a building or structure shall be visually compatible with the architectural design of the existing building.
 2. Mansards, pents, gables, gambrels or other exotic roof shapes not characteristic of the architectural area shall not be allowed.
 3. Roof material.
 - aa. If the existing roof of a building or structure is tile, slate, or other material that is original to the building or structure and/or contributes to its historic character all repairs thereto shall be made using the same materials. In addition, in all cases any such roof must be repaired rather than replaced, unless the documented cost of repair exceeds the documented cost of reroofing with a substitute material that approximates the appearance of the original roofing material as closely as possible will be approved by the Landmarks Commission.
 - bb. If the existing roofing material is asphalt shingles, sawn wood shingles or a non-historic material, such as fiberglass, all repairs shall match in appearance the existing roof material; however, if any such roof is covered or replaced, reroofing must be done using rectangular sawn wood shingles or rectangular shingles that are similar in width, thickness and apparent length to sawn wood shingles, for example, 3-in-1 tab asphalt shingles and dimensional asphalt/fiberglass are recommended.
 - cc. Rolled roofing, tar and gravel and other similar roofing materials are prohibited except that such materials may be used on flat or slightly sloped roofs which are not visible from the ground.
- f. *Doors.*
1. Original exterior doors should be retained whenever possible. If it is deteriorated beyond repair, a new door should be chosen which closely resembles the original.
 2. Storm/screen doors. If possible, the original main exterior door should be weatherstripped so a storm door is not needed; however, if a storm door is desired, one should be chosen which reveals as much as possible of the door behind it. Material of storm/screen door shall be wood and painted to harmonize the main door.
- g. *Terminating element.* Most buildings have a terminating element at the roof line such as corbelled masonry, wood coping, and cut stone. This shall not be altered but restored only.
- h. *Fences.* Construct and/or retain fences in the Historic District which are visible from the public right of ways in a historically and architecturally appropriate manner in relationship to the adjoining buildings. Chain link fences are not allowed along public right of ways. Setbacks from right of ways and height restrictions are per the city ordinance. A certificate of appropriateness is

required for any renovation and/or construction of fences in the Washington Avenue Historic Preservation District.

(3) *Materials.*

- a. Materials used in original construction shall also be used in restoration and rehabilitation; materials shall have the same visual appearance as existing original parts of the building. Generally, in Cedarburg, this is either brick or dressed stone but in some cases clapboard, board and batten, or stucco may be in keeping with original construction. Brick and other materials used in restoration shall be selected to conform to the dimensions of existing, original materials. Brick shall also conform in color, texture and surface treatment to existing, original brick. Other materials shall coordinate in color, texture and surface treatment with nearby buildings.
- b. Exterior Wall materials and siding. Exposed aggregate, fieldstone, boulders, split rock, concrete or cinder block, or aggregate panels shall not be permitted. Vertical or horizontal board and batten or shingles shall not be permitted unless they are aesthetically acceptable and compatible with the style of the building and nearby buildings. Repair or replacement of exterior materials and siding shall fully comply with SOI Standards in Attachment A. Where more than one layer of siding exists on the building, all layers except the first must be removed before new siding is applied. If insulation is applied under the new siding, all trim must be built up so that it projects from the new siding to the same extent it did with the original siding.
- c. Mortar joints. The masonry wall shall appear visually as masonry. In restoration, care should be taken not to damage the brick, thereby creating larger joints than were original to the specific building. No exaggerated, uneven or oddly-colored mortar joints should be used. Mortar joints shall duplicate the original in width and joint profile.
- d. Glazing. Clear glazing material shall be used. No mirror glass shall be permitted. Glass blocks are out of character and inappropriate. Glazing shall be replaced in kind.

(4) *Cleaning and painting.*

- a. Building shall be cleaned with the gentlest method possible to accomplish the task, therefore sandblasting or other abrasive techniques are not permitted on brick or soft stone surfaces.
- b. Masonry buildings which have never been painted shall not be painted unless authorized by the commission.
- c. Painting can define and accent architectural features and improve the general overall appearance of the building. An appropriate color scheme is one of the most important factors to be aware of when restoring the exterior of a building. Every effort should be made to determine the "original" color. New paint schemes for affected properties within the Washington Avenue Historic Preservation District must receive a certificate of appropriateness.

Sec. 15-1-15 Requirements for new construction and additions in the Washington Avenue Historic Preservation District and at designated historic properties elsewhere in the city.

- (a) *Purpose.* The purpose of this section is to establish requirements to ensure architectural compatibility and protect and preserve historic buildings in the Historic Preservation Overlay District and elsewhere in the city.
- (b) *Applicability.* This Section shall apply to the construction of new buildings and additions in the Washington Avenue Historic Preservation District and at designated historic properties elsewhere in the city.
- (c) *Specific guidelines for new construction and additions.*

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- (1) *General.* New buildings shall correspond in height, width, proportion, relationship to street, roof forms, composition, rhythm, proportion of openings, materials and color to the existing buildings in the district. Plans should show building elevations to either side and must show the compatible scale. Additions and exterior alterations that are not visible from any street contiguous to the lot lines upon which the building or structure is located may be approved by the landmark commission if their design is compatible with the scale of the existing building and, further, if the materials used are compatible with the existing materials in texture, color, and architectural details. Additions and alterations shall harmonize with the architectural design of the building rather than contrast with it. New additions shall fully comply with SOI Standards.
 - (2) *Height.* Floor heights on main facades shall appear visually in proportion to those of adjoining buildings. There should be no more than one story difference between a new building and those on either side.
 - (3) *Width.* New buildings shall reflect the characteristic rhythm of facades along the street. If the site is large, the mass of the facade can be broken into a number of smaller bays.
 - (4) *Proportion.* The characteristic proportion (relationship between height and width) of existing facades shall be maintained.
 - (5) *Relationship to street.* Residential-type buildings shall be built set back from the street with side yards. Business-type buildings should be closer to the lot lines with less setback (see Zoning Code).
 - (6) *Roof shapes.* See section 15-1-14(d)(2)e.
 - (7) *Materials.* New construction in the Washington Avenue Historic Preservation District should be composed of materials which complement adjacent and nearby facades. New buildings should not contract sharply with existing nearby buildings. For illustrative purposes, examples of architectural styles which would tend to have elements which are incompatible with Cedarburg's historic styles (found in nearby facades) include (with no attempt to be inclusive) Spanish Mission, Colonial, Scandinavian Modern, Bavarian and French Provincial.
 - a. In this district, masonry (brick or stone) facing should normally be used. Brick should be of standard size 8" x 2-1/3" x 4" and of even coloration. Exposed aggregate, fieldstone, boulders, split rock, concrete or cinder block, aggregate panels, aluminum, steel or vinyl siding should not be permitted. Vertical or horizontal board or batten, shingles, or clapboards shall be permitted only if aesthetically acceptable.
 - b. Mortar joints. Masonry walls should appear visually as masonry—not as permitted. Black mortar or other mortar which contrasts with the masonry shall not be used.
 - c. Glazing. Clear or slightly tinted glass or polymeric glazing materials should be used. No mirror glass, deeply-smoked glass or glass blocks shall be permitted.
 - d. Color. Colors chosen for new construction shall correspond to those neighboring buildings within the block or the District.
 - (d) *Conflict with other codes.* These guidelines shall not conflict with state building codes or energy conservation codes.

(Ord. No. 2015-02; Ord. No. 2025-19, § I(Exh. D), 3-31-25)

Sec. 15-1-16 Severability.

Should any section, clause or provision of this chapter be declared by any court to be unconstitutional or invalid for any reason, such declaration shall not affect the validity of the chapter as a whole or nor any part

thereof other than the part so decided to be unconstitutional or invalid. All chapters or ordinances contravening the provisions of this chapter are hereby repealed. This chapter shall take effect and be in force from and after its passage and publication.

Sec. 15-1-17 Definitions.

- (a) For the purpose of this chapter, certain terms, phrases and words and their derivatives shall be construed as set out in this chapter. Words used in the singular include the plural, and the plural, the singular. Words used in the masculine gender include the feminine, and the feminine, the masculine.

Accessory object. Objects constructed by man which enhance the cityscape by serving as amenities (i.e., fountains, cemetery monuments, statues and works of art).

Addition. New construction performed on a dwelling which increases the outside dimensions of the dwelling.

Alley. Any open public space or thoroughfare less than 30 feet but not less than ten feet in width which has been deeded to the public for public use.

Alteration. A substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling or in the exterior architectural features of any historic structure or structure within a historic district or on a landmark site.

Approved. As to materials and types of construction, refers to approval by the building inspector as the result of investigation and tests conducted by the inspector, or by reason of accepted principles or tests by national authorities, technical or scientific organizations.

Attachment A. A Publication titled "Wisconsin Preservation Information - Guidelines for Planning Historic Preservation Tax Credit Projects - Wisconsin Supplement to the Secretary of the Interior's Standards for Rehabilitation.

Attic or attic story. Any story situated wholly or partly in the roof, so designated, arranged or built as to be used for business, storage or habitation.

Basement. That floor of any structure located predominately below the average adjoining lot grade.

Bay window. A rectangular, curved or polygonal window extending beyond the main wall of the building.

Bearing wall. A wall of which any portion supports a load other than its own weight.

Building. Any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind; and when separated by a fire wall, each portion of such building so separated shall be deemed a separate building.

Certificate of appropriateness. A certificate issued by the landmarks commission approving a proposed change, alteration or demolition of buildings, structures, or accessory objects, and any additions or new buildings to assure compatibility with the historic character of a building and/or its neighborhood.

Commission. The landmarks commission of the City of Cedarburg.

Curtain wall. A nonbearing wall between columns or piers which is more than one story or 18 times its thickness in height.

Dead load in a building includes the weight of the walls, permanent partitions, framing, floors, roofs and all other permanent, stationary construction forming a part of the building.

Demolition. The substantial deterioration or complete or substantial removal or destruction of any historic building, structure, fence or accessory object which is located within a historic district or on a landmark site.

Department. The department of ~~industry, labor and human relations~~ Department of Safety and Professional Services.

~~*Dwelling.*~~

- ~~a. Any building, the initial construction of which is commenced on or after the effective date of this chapter, which contains one or two dwelling units; or~~
- ~~b. An existing structure, or that part of an existing structure, which is used or intended to be used as a one or two family dwelling.~~

Exposed basement. Any basement where part of the foundation wall is exposed or stepped down, such that a consistent yard grade is not maintained around the foundation perimeter.

Existing building is a building already erected or one for which a legal permit has been issued prior to the adoption of this chapter.

Exterior architectural features. The general architectural arrangement of such portion of the exterior of any building or structure as is designed to be viewed from a public way, including but not limited to the kind, color, and texture of the building material, the type and design of all windows, doors, lights, signs and other fixtures appurtenant to such exterior.

Exterior walls. Outer walls or vertical enclosure of a building other than a party wall.

Family is one person living alone or a group of two or more persons living and cooking together on the premises as a small housekeeping unit.

Fences. A wooden, masonry or metal structure intended to enclose an open space for purposes of security, confinement, or aesthetic ornamentation.

Fire separation wall. A wall of masonry or reinforced concrete which subdivides a building to restrict the spread of fire, but is not necessarily continuous through all stories or extended through the roof.

Fire wall. A wall of masonry or reinforced concrete which subdivides a building to prevent the spread of fire by starting at the foundation and extending continuously through all stories to and above the roof.

Floor area is the area inside the exterior or fire walls of a building, exclusive of vent shafts and courts.

Footing is the spreading course at the base or bottom of a foundation wall, column or pier.

Foundation is the structure, including masonry walls, piers, footing, piles, grillage and similar construction which is designed to transmit the load of any superimposed structure to natural soil or bedrock.

Front of lot means the front boundary line of lot bordering on the street and in the case of a corner lot may be either frontage.

Grade. The finished yard grade at the building pad as established on the approved subdivision master grading plan on file in the office of the city engineer. Where no such plan exists, the city engineer shall set the grade, taking into consideration the elevation of adjacent streets, building structures, utilities, and drainage.

HPD. "Historic Preservation District." A zoning district that contains improvements which: 1) have a special character or special historical significance or value; 2) represent one or more periods or one or more eras in the history of the city; and 3) cause such area, by reason of such factors, to constitute a distinct section of the city.

Height of building is the vertical distance from the "grade" to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

Historic properties means any building, structure, object, district, area or site, whether on or beneath the surface of land or water, that is significant in the history, prehistory, architecture, archaeology or culture of this state, its rural and urban communities or the nation.

Improvement. Any place, structure, building, fixture or object which in whole or in part constitute an exterior betterment, adornment or enhancement of any real property.

Interior wall. A wall which is entirely enclosed by the exterior walls of the building.

Landmark. Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state, or nation and which has been designated a landmark pursuant to the provisions of this chapter. (See also "site.")

Lintel is the beam or girder placed over an opening in a wall and which supports the wall construction above.

Live loads are all imposed, fixed or transient loads other than "dead loads."

Lumber sizes and grades whenever used in this chapter shall mean nominal sizes. The actual sizes shall not be less than the size specified by the American Lumber Standards Committee. All grades shall be determined using American Lumber Standards as a base.

Maintenance. Work intended to repair or replace any part of any improvement, to correct any deterioration or decay of or any damage to such improvement or any part thereof and to restore same, as nearly as practicable, to its condition prior to the occurrence of such deterioration, decay or damage.

Masonry is that form of construction composed of monolithic concrete or of stone, brick, concrete, gypsum, hollow clay tile, concrete blocks or tile, or other similar solid or hollow incombustible building units or materials, or a combination of these materials laid up unit by unit and set in approved mortar.

Masonry (built-up). That form of construction composed of stone, brick, gypsum, hollow clay tile, concrete blocks or other similar solid or hollow incombustible building units or materials or a combination of these materials laid up unit by unit and set in approved mortar.

Masonry (monolithic). A homogeneous mass of inert materials mixed with a Portland cement and constructed in one continuous operation.

Masonry (solid). Masonry without hollow spaces.

Measured drawing. An architectural drawing of an existing building or structure measured and drawn to scale.

Minor repair. Repair performed for maintenance or replacement purposes on any existing one or two family building which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exists, fire protection or exterior aesthetic appearance, and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.

Nonbearing wall. A wall which supports no load other than its own weight.

Municipality means the City of Cedarburg.

One- or two-family dwelling. A building structure which contains one or two separate households intended to be used as a home, residence of sleeping place by an individual or by two or more individuals maintaining a common household, to the exclusion of all others.

Panel wall. A nonbearing wall built between columns or piers and wholly supported at each story.

Parapet wall. That part of any wall entirely above the roof line.

Party wall. A wall used or adapted for joint service between two buildings.

Person. An individual, partnership, firm or corporation.

Portland cement mortar is approved cement mortar which consists of not less than one part of Portland cement putty to three part of approved sand, or equal, aggregate.

Portland cement putty is Portland cement with a mixture of not more than 50 percent of approved lime putty.

Rehabilitation. The process of improving property through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which have significant historic, architectural and cultural value.

Repair. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance. The words "repair" or "repairs" shall not apply to any alteration.

Restoration. The process of bringing a property back to its original or unimpaired state. Authenticity of a restoration would require the removal of incompatible exterior elements and the repair or replacement of damaged or deteriorated elements with exact replicas of the same design, dimensions, and materials.

Retaining wall. Any wall used to resist the lateral displacement of any material.

Shaft. A vertical opening through one or more floors of a building for elevators, dumbwaiter, light, ventilation or similar purposes.

Shall as used in this chapter is mandatory.

Site. Any parcel of land of historic significance due to a substantial value in tracing the history of aboriginal man, or upon which a historic event has occurred, and which has been designated as a landmark site under this section; or an improvement parcel, or part thereof, on which is situated a landmark and any abutting parcel, or part thereof, used as and constituting part of the premises on which the landmark is situated.

SOI standards. Secretary of the Interior's Standards for Restoration and/or Standards for Rehabilitation.

Stairway. By a stairway is meant one or more flights of steps and the necessary platforms connecting them to form a continuous passage from one level to another.

~~Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. A basement shall not be considered a story unless the ceiling thereof is more than five feet above grade.~~

~~Second story. A building shall be considered a two-story building when the bearing walls extend more than three feet above the second floor or said wall is more than 17 feet high measured from the grade up. No two-story residence bearing wall shall have a height to exceed 22 feet measured from the lower edge of the first floor joists to the top of the wall.~~

~~Third story. A building shall be considered a three-story building when it consists of three stories above grade.~~

Structure. Any construction erected by man intended for shelter, as well as bridges, flag poles, street clocks, and street signs.

- a. *Altered historic building.* A building which conforms in age, size, height, material and character to others in the area but which has undergone stylistic modification. Restoration or rehabilitation in keeping with or sympathetic to the original architectural style shall be permitted. A Certificate of Appropriateness is required for any action.
- b. *Intact building.* A building which still retains its original appearance. It requires routine maintenance in conformity with the existing design to keep it in a satisfactory state of preservation. A Certificate of Appropriateness is required for any action.
- c. *Intrusion building.* A building which does not conform to the general character of the district in architectural style, size, height, texture and material. It should remain until it is no longer useful, and

eventually should be remodeled or replaced with a more compatible building. (See guidelines for new construction.) A Certificate of Appropriateness is required for any action.

Structure is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Uniform Dwelling Code. Those Administrative Code provisions and any future amendments, revisions or modifications thereto, contained in the following chapters of the Wisconsin Administrative Code:

Wis. Adm. Code Chapter ~~LHR~~ SPS 320 — Administration and Enforcement

Wis. Adm. Code Chapter ~~LHR~~ SPS 321 — Construction Standards

Wis. Adm. Code Chapter ~~LHR~~ SPS 322 — Energy Conservation Standards

Wis. Adm. Code Chapter ~~LHR~~ SPS 323 — Heating, Ventilating and Air Conditioning Standards

Wis. Adm. Code Chapter ~~LHR~~ SPS 324 — Electrical Standards

Wis. Adm. Code Chapter ~~LHR~~ SPS 325 — Plumbing and Potable Water Standards

Veneer is the outer facing of brick, stone, concrete or tile attached to an enclosing wall for the purpose of providing ornamentation, protection or insulation which cannot be considered as adding to the strength of the walls.

Window well. A below ground opening immediately adjacent to the basement foundation wall of a structure, for the purpose of providing light, ventilation, or emergency ingress/egress to the basement of the structure.

(Ord. No. 2015-02; Ord. No. 2025-19, § I(Exh. D), 3-31-25)

ATTACHMENT A

SUMMARY OF SOI STANDARDS * USED FOR THE RESTORATION, REHABILITATION AND MAINTENANCE OF CEDARBURG'S HISTORIC BUILDINGS AND THEIR ADDITIONS AND OTHER EXISTING OR NEW BUILDINGS IN THE WASHINGTON AVENUE HISTORIC PRESERVATION DISTRICT

1	Awnings	Fabric preferred, no vinyl or metal.
2	Gutters & downspouts	Replace with size and style to match original.
3	Mortar joints	See SOI standards for color, width and bag mix.
4	Paint colors	Body and trim per approval by Landmarks Commission.
5	Roofing	If wood, preferred replacement is wood or 3-tab shingles resembling weathered wood. No artificially rustic wood, asphalt or fiberglass that tries to look like wood. Anything else requires approval by the Landmarks Commission.
6	Slate or tile roofing	Repair is preferred or replace with similar appearing 3-tab shingles.
7	Siding	If wood, replace with identical wood siding is preferred. Cement siding is acceptable but should match size and appearance of wood on buildings or additions where some or all siding is being replaced. Aluminum or vinyl not acceptable.
8	Building Fronts	Avoid major changes in appearance and minimal changes in materials and color.
9	Windows	Repair of existing is preferred. Any replacements must duplicate the original windows in appearance, proportions and have true muntins. Wood is preferred. Aluminum clad approvable by Landmarks Commission if an exact match for originals being

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		replaced. No metallic appearance. Clear or low-tint glass required. Vinyl not permitted.
10	Storm Windows	See SOI Standards
11	Window Frames	Wood preferred, can be metal-covered with proper finish.
12	Window Patterns	No change on primary facades. Minor changes on side and rear facades acceptable.
13	Parking Lots and Sitework	See SOI Standards

* For details, refer to the current Secretary of the Interior's Standards for Restoration and/or Standards for Rehabilitation as described in "Preservation Briefs" published by the National Park Service and available at their website.

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ARTICLE B ELECTRICAL CODE

Sec. 15-1-30 State Electrical Code adopted.

- (a) Wisconsin Administrative Code Chapter SPS 324 is hereby adopted by reference, along with the National Electrical Code (NEC) and made a part of this chapter and shall apply to the construction and inspection of new one- and two-family dwellings and additions or modifications to existing one- and two-family dwellings.
- (b) Wisconsin Administrative Code Chapter SPS 316 is hereby adopted by reference and made a part of this Chapter and shall apply to all buildings, except those covered in subsection (a) above.

(Ord. No. 2019-12, 8-12-19)

Sec. 15-1-31 Electrical inspector.

- (a) *Duties.* It shall be the duty of the electrical inspector to enforce the provisions of this article. Complete records of all permits issued and inspection made and other official work performed under the provisions of this Electrical Code shall be kept so arranged as to afford prompt information concerning electrical installations. The electrical inspector shall have the same powers in enforcing the provisions of the city Electrical Code as set forth in article A of this chapter for building inspectors whenever applicable.
- (b) *Right of access to buildings.* The electrical inspector or his assistants shall have the right during reasonable hours to enter any public or private buildings or premises in the discharge of his official duties or for the purpose of making any inspection or test of the electrical wires or appliances contained therein. He shall be given prompt access to any premises upon notification to the proper authority.
- (c) *Authority to discontinue electrical operations.* The electrical inspector shall have the authority to cause the turning off of all electrical currents to any equipment which he shall find to be in an unsafe condition and cut or discontinue electrical service in case of emergency and where such electrical currents are dangerous to life or property or may interfere with the work of the fire department. No person, firm or corporation shall reconnect any equipment thus cut off until written permission is given by the electrical inspector.
- (d) *Periodic inspection.* The electrical inspector periodically may make inspection and thorough examinations of all the electrical wires and appliances installed with the City of Cedarburg and when such wires and appliances are found to be in a dangerous or unsafe condition he shall notify the person, firm or corporation owning, using, operating or installing the same to place them in a safe condition. Any person, firm or corporation failing or refusing to make the necessary repairs or changes, and have such completed within 15 days after the receipt of such notice shall be subject to a forfeiture as prescribed in this chapter. The electrical inspector is hereby empowered with authority to order the discontinuance of electrical service to such defective wires or equipment until they have been repaired, removed or changed as directed by the electrical inspector, subject to the limitations of this chapter.

Sec. 15-1-32. Reserved.

Editor's note(s)—Ord. No. 2020-01, § 1, adopted Jan. 13, 2020, repealed § 15-1-32, which pertained to licenses for electricians.

Sec. 15-1-33 Permits for electrical work.

- (a) *Permits.* The Electrical Inspector shall issue permits for the execution of electrical installations for light, heat or power upon the filing of proper application which shall be made on forms furnished by the Inspector and shall prescribe the nature of the work as well as such other information as may be required for inspection. In no case shall any electrical work be done unless a permit has been obtained and service location approved by the manager of the Light and Water Commission.
- (b) *Exemptions.*
 - (1) Any person manufacturing or requiring electrical apparatus and equipment and employing a competent electrician shall not be required to have a permit for his or its testing equipment.
 - (2) No permit shall be required for minor repair work such as repairing drop cords, flush and snap switches, replacing fuses, changing lamp sockets.
 - (3) No permits shall be required for repairs made necessary for the proper maintenance of an existing installation
- (c) *Temporary work.* On applying for permit for temporary work, a specified period of time for which such wiring is to remain in service must be stated. Service shall be put off at the end of this period and shall not again be connected without written permission from the Electrical Inspector. For buildings where conduit wiring is required special permits for temporary work may be granted by the Electrical Inspector for the installation of open work and exposed wiring, lights, power for building operations, display, decorative lighting, etc., for use for a limited period subject to discontinuance and complete removal at expiration and to condemnation and revocation within such period.
- (d) *Fees.* Fees for permits for electrical installation shall be found in Section 5-1-101.
- (e) *Reinspections.* Where additional inspections are made necessary by reason of neglect to make corrections in work found faulty, defective or incomplete at the expiration of the time limit set for the reinspection as specified in notice duly served, the inspection fee shall be as provided in Section 15-1-101 for each reinspection.
- (f) *Fee exemption.* No permit fee shall be required for a permit issued for overhauling existing installations or replacing work condemned by the Electrical Inspector. However, a permit shall be procured before starting work.
- (g) *Double fees.* If the licensee fails to obtain a permit before work on the electrical installation has been started, except in emergency cases, the total fees for such permit shall be double the fees required. No further permits are to be issued to any licensee until all arrears in fees have been paid and all lawful orders of the Electrical Inspector shall have been complied with.
- (h) *Municipal electrical work.* No permit fee shall be required for a permit issued to a licensee for doing any electrical work on or in any building owned by the City. A permit, however, must be procured before the commencement of any work in such building.

(Ord. No. 2020-01, § 1, 1-1320)

Sec. 15-1-34. Reserved.

Editor's note(s)—Ord. No. 2020-01, § 1, adopted Jan. 13, 2020, repealed § 15-1-34, which pertained to construction requirements, and derived from Ord. No. 94-09.

Sec. 15-1-35 Inspection.

Upon the completion of the wiring on any building or before any wiring is to be hidden from view, the person doing the same shall notify the electrical inspector who shall inspect the installation within 48 hours of the time such notice is received. If, upon inspection, it is found that such installation is fully in compliance with this Electrical Code and does not constitute a hazard to life or property, the inspector shall approve the same and authorize concealment of such wiring or connection for electrical service. If the installation is incomplete or not strictly in accordance with this Electrical Code, the Inspector shall issue orders to the person installing the same to remove all hazards and make the necessary changes or additions within ten days. Concealment of electrical work before inspection or failure to comply with the order of the electrical inspector shall constitute an offense punishable in accordance with the provisions of this Electrical Code.

Sec. 15-1-36 Certificate of inspection.

Current shall not be turned on in any electrical installation until a certificate of inspection has been issued by the electrical inspector. However, in occupied buildings the building inspector may authorize the installation of meters for electric service after wiring has been inspected and approved.

Sec. 15-1-37 Interference with radio or television reception.

No one shall maintain, use or operate any apparatus or device, whether electrical, mechanical or of any other sort which causes electrostatic or electromagnetic waves to radiate so as to interfere with radio or television reception within the city, without equipping such apparatus or device so far as it is reasonably possible with filters, condensers, shields and grounds and all such other apparatus as tends to reduce such interference.

Secs. 15-1-38—15-1-49 Reserved.

ARTICLE C PLUMBING CODE

Sec. 15-1-50 State Plumbing Code adopted.

The provisions and regulations of Wis. Stats. ch. 145 and Wis. Adm. Code Chs. ~~ILHR SPS 381~~ through ~~83 387~~ and ~~ILHR 84~~ are hereby made a part of this chapter by reference and shall extend over and govern the installation of all plumbing installed, altered or repaired in the city. Any further amendments, revisions and modification of said Wisconsin Statutes and Administrative Code incorporated herein are intended to be made part of this chapter. Where requirements of the state codes and the provisions of this chapter conflict, the stricter requirements shall govern.

Sec. 15-1-51 Definitions.

Plumbing for the purpose of the City Plumbing Code shall mean:

- (a) All piping, fixtures, appliances and appurtenances in connection with the water supply and drainage system within a building and to a point from three to five feet outside of the building;
- (b) The construction and connection of any drain or waste pipe carrying domestic sewage, storm water or industrial waste from a point within three feet outside of the foundation walls of any building with the sewer service lateral at the curb or other disposal terminal, including private domestic sewerage

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- treatment and disposal systems and the alteration on or repair of any such systems, drain or water pipe, except minor repairs to faucets, valves, pipes, appliances, and removing of stoppages;
- (c) The water service piping from a point within three to five feet outside of the foundation wall of any building to the main in the street, alley or other terminal and the connecting of domestic hot water storage tanks, water softeners, and water heaters with the water supply system;
 - (d) The water supply piping and plumbing appliance including the water pressure system other than municipal systems as provided in the Wisconsin Statutes; or
 - (e) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement, and to prevent, with a margin of safety, unequal air pressures of such force as might force or blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape to the building.

Sec. 15-1-52 Plumbing permits.

- (a) *Permit.* No plumbing shall be done in the city except, in case of repairing leaks or stoppages, without a permit issued by the plumbing inspector and the paying of the proper fees as hereinafter required. The applicant for a plumbing permit shall file with the plumbing inspector when necessary, a plan and application showing in detail the work to be done. Before the inspector shall issue such permit, the plumbing inspector shall approve the application so filed with the plumbing inspector and issue to the applicant a statement showing the fees to be paid for such permit, which statement shall be filed with the city treasurer, and the fees therein indicated, paid to said city treasurer who shall issue a receipt therefore. Upon presentation to the plumbing inspector of all the receipts of the city treasurer, showing the payment of all legal fees, the plumbing inspector shall thereupon issue his permit for the work set forth in the application.
- (b) *Reinspections.* Where additional inspections are made necessary by reason of neglect to make corrections in work found faulty, defective or incomplete at the expiration of the time limit set for the reinspection as specified in notice duly served, the inspection fee shall be as provided in section 15-1-101 for each reinspection.
- (c) *Fee exemption.* No permit fee shall be required for a permit issued for overhauling existing installations or replacing work condemned by the plumbing inspector. However, a permit shall be procured before starting work.
- (d) *Municipal plumbing work.* No permit fee shall be required for a permit issued to a licensee for doing any plumbing work on or in any building owned by the city. A permit, however, must be procured before the commencement of any work in such building.
- (e) *Fees.* Fees for permits for plumbing installation shall be found in section 15-1-101.

(Ord. No. 2023-21, § 1, 10-9-23)

Sec. 15-1-53 Bond or certificate of insurance.

No permit for plumbing shall be granted unless the applicant therefor shall have filed with the city clerk a bond in the penal sum of \$1,000.00 or, in lieu of said bond, a certificate of insurance in any insurance company licensed to do business in the State of Wisconsin, the insurance policy to specifically provide for the indemnification of the city pursuant to the provisions of this chapter and also to provide for a ten day notice to the city clerk in the event of cancellation, such bond or certificate of insurance to be approved by the public works commission as to sufficiency or sureties, or insurers, and by the city attorney as to form and execution, conditioned that the applicant will indemnify and save harmless the city and its officers and agents against any and all injuries and damages resulting or arising from the performance of any work for which the permit is issued or

from the performance by the applicant or his agents of any work incidental to or connected with such work, and that the applicant shall pay all judgments, costs and charges that may be recovered against the city or any of its officers or agents by reason of the performance of said work or in consequence of any act done by such applicant or his agents pursuant to said permit, and that the applicant will restore any street, alley or public grounds in which he makes any openings or excavations to the condition in which such street, alley or public ground was in immediately prior to such opening or excavation and will keep and maintain the part of such street, alley or public ground so restored in good condition to the satisfaction of the board of public works for a period of six months after such restoration. The bond or certificate of insurance shall cover all work done under any permits during the calendar year in which the bond or certificate of insurance is filed.

Sec. 15-1-54 Report of existing unsanitary installation.

Whenever it shall be reported to the health officer by the plumbing inspector that the plumbing in any building is contrary to the ordinances of the city or is of faulty construction and liable to breed disease or sickness or is a menace to health, or when, upon complaint made to the health officer by any person that the plumbing in any building is defective as aforesaid, such officer shall direct the plumbing inspector to examine all the plumbing in such building and report his findings, in writing, to the health officer suggesting such changes as are necessary to put the same in proper sanitary condition. The health officer thereupon shall direct such changes to be made as he deems necessary and fix the time for doing the same.

Sec. 15-1-55 Authority to enter premises.

The plumbing inspector may, at all reasonable times, for the proper purpose enter upon the private or public premises and make inspection thereof and may require of any person doing plumbing or drainlaying work the production of the license and permit therefor. No person shall obstruct any lawful exercise of authority by the plumbing inspector.

Sec. 15-1-56 Notice for inspection.

- (a) Whenever any work is ready for inspection, the plumbing inspector shall be notified by the plumber in charge or the person receiving the permit. Unless otherwise especially permitted by the inspector, all work shall be left uncovered for examination until examined and approved by the inspector.
- (b) The plumber in charge or the owner shall make such arrangements as will enable the inspector to reach all parts of the building readily and shall have present the proper apparatus and appliances for making the tests and shall furnish all materials and shall perform all labor in making such tests as required by the plumbing inspector and the State Plumbing Code.

Sec. 15-1-57 Record of drain junctions.

The plumbing inspector shall keep a record of all sewer connections and make maps showing locations of the same, position of all house drains, connections, junctions and other data necessary for the efficient services of his department.

Sec. 15-1-58 Defective or inferior pipe prohibited.

No person shall lay and connect with any public sewer a pipe that is cracked, damaged or of inferior make or quality. Should any property owner or agent thereof furnish a pipe of an inferior make or quality for laying the same to connect with a public sewer, the plumber shall refuse to lay and connect with the same and immediately shall notify the plumbing inspector or the director of public works of all the circumstances connected therewith in writing.

Sec. 15-1-59 Drains' ends and connections guarded.

The ends of all sewer and drain pipes not immediately connected shall be securely closed so as to prevent the introduction of sand or earth. Where the end of the sewer or drain pipe is connected with a temporary catch basin for draining the foundation during the erection of any buildings, or for other purposes, the drainlayer shall guard the same against the introduction therein of sand or earth.

Sec. 15-1-60 Catch basins and receptacles.

All sewer and drain pipes that must be left open to drain cellars, area, yards, gardens or other places must be connected with suitable catch basins of brick, vitrified cement pipe, concrete or other suitable substances, the bottom of which must not be less than two and one-half feet below the bottom of the outlet pipe. Every such catch basin or receptacle must be placed inside the lot line or lots to be drained and be properly trapped.

Sec. 15-1-61 Old pipe or drain.

Whenever necessary to disturb a drain or sewer in actual use, the same shall not be obstructed or disconnected without special permission of the plumbing inspector, and it shall be unlawful to make any new connections with or extensions to any old drain without permission of the plumbing inspector.

Sec. 15-1-62 Drain when constructed.

Where the courses of any sewer or drain are obstructed by water, gas, steam or other pipes or conduits, the question of passing over or under such obstruction or the raising or lowering thereof so as to permit the construction and installation of the sewer or drain shall be determined by the director of public works or plumbing inspector.

Sec. 15-1-63 Permit to connect during freezing weather.

No openings in the streets for making connection with a main sewer will be permitted when the ground is frozen, except when, in the judgment of the director of public works, such connection is absolutely necessary, and if such permission is granted, the work shall be done as directed by the granting of such permit.

Sec. 15-1-64 Protect pipes against frost, injury or settling.

All water, sewer, drain, gas conduits or other piping must be protected from injury, frost or settling to the satisfaction of the plumbing inspector.

Sec. 15-1-65 Protect sewers and drains.

No person shall permit any earth, sand or other solid material to enter into any main sewer during the progress of any work in laying drains or sewers, making alterations, extensions or repairs to the same, or in connecting such drain or sewers with the main sewers of the city.

Sec. 15-1-66 Drains conveying industrial waste.

No person shall connect any factory, brewery, distillery, stockyard, slaughterhouse, tannery or other building or establishment by any drain or sewer with the main sewer through which it is intended or designed to discharge

any offal, garbage, filth or other solid refuse, or through which substances may be discharged into the main sewer unless such installations are provided with an adequate intercepting appliance.

Sec. 15-1-67 Drains discharging obnoxious liquids.

No person shall connect any premises with any drain or sewer entering into any main sewer through which any obnoxious, explosive or odorous or unhealthful liquids or substances may be discharged into the main public sewers. Rain and surface water shall be excluded from the sanitary sewers of the city.

Sec. 15-1-68 Intentionally, willfully or maliciously injuring or drainage.

No person shall intentionally, willfully or maliciously injure or obstruct any sewer, house drain, cesspool, catch basin or any plumbing fixtures or apparatus, pipes or other parts of any plumbing in actual use, or any sewer, water or gas pipe or any parts or apparatus connected therewith, laid or constructed in the streets, alleys or other public places or under any sidewalks of the city.

Sec. 15-1-69 Draining of roof water into sanitary sewers.

No person shall permit rain water, surface water, underground water, spring water or other clear water from the roof of any building, from cistern overflows, building foundation drains or other methods to drain into the sanitary sewer systems of the city. All new construction must so waterproof exterior subgrade walls as to prevent infiltration of surface water into the sanitary sewer system.

Sec. 15-1-70 Draining of roof water into storm sewers.

No person shall permit rain water from the roof of any building now under construction or any building to be constructed hereafter in any area within the city where storm sewer laterals are installed except through a rain water conductor or pipe connecting the storm sewer system of said city.

Secs. 15-1-71—15-1-99 Reserved.

ARTICLE D PENALTIES AND FEES

Sec. 15-1-100 Penalties and violations.

- (a) Any building or structure hereafter erected, enlarged, altered or repaired, or any use hereafter established, or any plumbing, heating and ventilating or electrical work regulated by this chapter, in violation of the provisions of this chapter shall be deemed an unlawful building, structure or use. The appropriate inspector shall promptly report all such violations to the common council and city attorney, who shall bring an action to enjoin the erection, enlargement, alteration, repair or moving of such building or structure or the establishment of such use, or to cause such building, structure or use to be removed and may also be subject to a penalty as provided in general penalty provisions of this Code of Ordinances. In any such action, the fact that a permit was issued shall not constitute a defense, nor shall any error, oversight or dereliction of duty on the part of the pertinent inspector constitute a defense. Compliance with the provisions of this chapter may also be enforced by injunctive order at the suit of the owner or owners of any real estate within the jurisdiction of this chapter.
- (b) (1) If an inspection reveals a noncompliance with this chapter or the Uniform Dwelling Code, the pertinent inspector shall notify the applicant and the owner, in writing, of the violation to be corrected. All cited

violations shall be corrected within 30 days after written notification unless an extension of time is granted pursuant to section ~~LLHR~~ SPS 320.10(1)(c), Wis. Adm. Code.

- (2) If, after written notification, the violation is not corrected within 30 days, a stop-work order may be served on the owner or his representative and a copy thereof shall be posted at the construction site. Such stop-work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been supplied that the cited violation has been corrected.
- (3) Each day each violation continues after the 30 day written notice period has run shall constitute a separate offense. Nothing in this chapter shall preclude the city from maintaining any appropriate action to prevent or remove a violation of any provision of this chapter or the Uniform Dwelling Code.
- (4) If any construction or work governed by the provisions of this chapter or the Uniform Dwelling Code is commenced prior to the issuance of a permit, double fees shall be charged.
- (c) Any person feeling aggrieved by an order or a determination of a city building, plumbing or electrical inspector may appeal from such order or determination to the board of appeals. Those procedures customarily used to effectuate an appeal to the board of appeals shall apply.
- (d) Except as may otherwise be provided by the State Statute or this chapter, no officer, agent or employee of the city charged with the enforcement of this chapter shall render himself personally liable for any damage that may accrue to person or property as a result of any act required or permitted in the discharge of his duties under this chapter. Any suit brought against any officer, agent, or employee of the city, as a result of any act required or permitted in the discharge of his duties under this chapter, shall be defended by the legal representative of the city until the final determination of the proceedings therein.

CITY OF CEDARBURG

ORDINANCE NO. 2026-16

AN ORDINANCE AMENDING SECTION 5-2-7 CODES ADOPTED, 5-3-2 RECOVERY OF COSTS, AND 15-1 BUILDING/HISTORIC, ELECTRICAL AND PLUMBING CODES

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

SECTION 1. That Section 5-2-7 of the City Code of the City of Cedarburg is amended to read as follows:

Sec. 5-2-7 Codes adopted.

(a) *National Codes adopted.* The appendices of the NFPA 1 - Fire Prevention Code of National Fire Protection Association, as the same may be from time to time amended, are hereby included as a part of the City of Cedarburg Fire Prevention Code except those portions which are deleted, modified, or amended by this chapter. The same are hereby adopted and incorporated as fully as if set out in length. Each of the following codes and standards published by the National Fire Protection Association are adopted in their entirety as a supplement and addition to the text of this Fire Prevention Code

- (1) The most recent edition of NFPA 1, *Fire Code* is adopted as the Alternate Model Fire Code in accordance with WI Administrative Code SPS 314.

Code	Standard General Subject
NFPA 1	Fire Code
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 13D	Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
NFPA 13R	Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies
NFPA 14	Standard for the Installation of Standpipes and Hose Systems
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22	Standard for Water Tanks for Private Fire Protection
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances
NFPA 25	Stand for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages
NFPA 33	Standard for Spray Application Using Flammable or Combustible Materials
NFPA 54	National Fuel Gas Code
NFPA 58	Liquefied Petroleum Gas Code
NFPA 70	National Electrical Code
NFPA 72	National Fire Alarm and Signaling Code
NFPA 80	Standard for Fire Doors and Other Opening Devices
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
NFPA 99	Health Care Facilities Code
NFPA 1221	Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems

- (2) Copies of National Fire Protection Association documents can be obtained directly from the NFPA.

(3) Copies of International Code Council documents can be obtained directly from the ICC.

(b) *State Codes adopted.*

(1) The following chapters of the Wisconsin Administrative Code, as set forth therein and as amended from time to time, are hereby adopted by reference and incorporated as fully as if set forth at length as part of the City of Cedarburg Fire Prevention Code:

Code	Code General Subject
Chapter SPS 303	Administrative procedures
Chapter SPS 305	Licenses, certifications, and registrations
Chapter SPS 307	Explosives and Fireworks
Chapter SPS 308	Mine, pits, and quarries
Chapter SPS 309	Anchoring and securing of movable soccer goals
Chapter SPS 310	Flammable and Combustible Liquids
Chapter SPS 314	Fire Prevention
Chapter SPS 316	Electrical
Chapter SPS 318	Elevators, escalators, and lift devices
Chapter SPS 326	Manufactured home communities
Chapter SPS 328	Smoke Detectors and Carbon Monoxide Detectors
Chapter SPS 330	Fire Department Safety and Health
Chapter SPS 333	Passenger ropeways
Chapter SPS 334	Amusement rides
Chapter SPS 335	Infectious agents
Chapter SPS 340	Gas Systems
Chapter SPS 341	Boilers and pressure vessels
Chapter SPS 343	Anhydrous ammonia
Chapter SPS 345	Mechanical refrigeration
Chapter SPS 361-366	Commercial Building Code
Chapter SPS 371	Solar energy systems
Chapter SPS 375-379	Buildings Constructed Prior to 1914
Chapter SPS 381-382	Plumbing

(2) Whenever the provisions of the aforementioned codes conflict, the stricter interpretation shall apply.

(3) Copies of the Wisconsin Department of Safety and Professional Services codes are available from the Wisconsin Department of Administration Document Sales and Distribution.

(Ord. No. 2023-36, § 1, 12-11-23)

SECTION 2. That Section 5-3-2 of the City Code of the City of Cedarburg is amended to read as follows:

Sec. 5-3-2 Recovery of costs.

- (a) Every person, firm or corporation using, storing, handling or transporting flammable or combustible liquids, chemicals, gasses or other hazardous materials shall comply with the requirements of Chapter SPS 308, Wis. Adm. Code, as the same is now in force and may hereafter from time to time be amended.
- (b) Every person, firm or corporation using, storing, handling or transporting (whether by rail or on the highways) flammable or combustible liquids, chemicals, gasses or other hazardous materials shall be liable to the city for the actual cost of labor and materials associated with the use of any specialized extinguishing agent, chemical, neutralizer or similar material or equipment employed to extinguish, confine or clean up any such hazardous material which is involved in any accidental spill or in threat of any fire or accidental spill.

SECTION 3. That Section 15-1 of the City Code of the City of Cedarburg is amended to read as follows:

**Title 15
BUILDING CODE**

**1. CHAPTER 1 BUILDING/HISTORIC, ELECTRICAL AND PLUMBING
CODES**

(a) ARTICLE A BUILDING/HISTORIC CODE

Sec. 15-1-1 Building code established.

- (a) *Title.* This chapter shall be known as the "Building, Electrical and Plumbing Codes of the City of Cedarburg" and will be referred to in this chapter as "this Code," "this chapter" or "this ordinance."
- (b) *Purpose.* This chapter provides certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished, and regulates the equipment, maintenance, use and occupancy of all such building and/or structures. Its purpose is to protect and foster the health, safety, and well-being of persons occupying or using such buildings and the general public.
- (c) *Scope.* New buildings erected in, or any building hereafter moved within or into, the city shall conform to all the requirements of this chapter except as they are herein specifically exempted from part of all of its provisions. Any alteration, enlargement or demolition of an existing building and any installation therein of electrical, gas, heating, plumbing or ventilating equipment which affects the health or safety of the users thereof of any other persons, is a "new building" for the purposes of this chapter whenever it is used for dwelling, commercial or industrial purposes unless it was being used for such purpose at the time this chapter was enacted. Rehabilitation and/or restoration of any landmark or historic building or structure within a historic preservation district shall conform to all the requirements of this chapter and with the terms and conditions of a certificate of appropriateness (see section 15-1-18.C). The provisions of this chapter supplement the laws of the State of Wisconsin pertaining to construction and use and the Zoning Code of the city and amendments thereto to the date this chapter was adopted and in no way supersede or nullify such laws and the said Zoning Code.

(Ord. No. 94-08)

Sec. 15-1-2 Building permits and inspections.

- (a) *Permit required.*
 - (1) *General permit requirement.* In addition to obtaining a certificate of appropriateness in the case of restoration and/or rehabilitation of a structure or building within a historic preservation district, no person shall perform or authorize the performance within the city of building, heating, ventilation, air conditioning, plumbing, electrical, or gas installation work, whether initial or new construction or remodeling, alteration, demolition, additions or replacement, unless the required permit or license therefor is first obtained by the owner or his agent from the building inspector, or his representative.
 - (2) *Alterations and repairs.* The following provisions shall apply to buildings altered and repaired (See also section 15-1-14):

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- a. *Alterations.* When not in conflict with any regulations, alterations to any existing building or structure, accommodating a legal occupancy and use but of substandard type of construction, which involves either beams, girders, column, bearing, or other walls, room, heating and air conditioning systems, arrangement, light and ventilation, changes in location of exit stairways or exits, or any or all of the above, then such existing construction shall be made to conform to the minimum requirements of this Chapter applicable to such occupancy and use and given type of construction. In any event, if alterations or repairs in excess of 50 percent of the fair market value of an existing building are made to any existing building within any period of 12 months, the entire building shall be made to conform to the requirements given herein for new buildings.
 - b. *Construction of additions and alterations of one and two family dwellings.* The Wisconsin Uniform Dwelling Code is the standard and requirements for the construction of any alteration and/or addition onto any one or two family dwelling, regardless of the date of original construction of the Dwelling Unit of the Wisconsin Uniform Dwelling Code to the dwelling.
 - c. *Repairs.* Repairs for purposes of maintenance, or replacements in any existing building or structure or which do not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways, or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy or use, shall be deemed minor repairs. Minor repairs and changes not covered by this section may be made with the same materials of which the building is constructed, provided not more than 25 percent of the roof covering of any building shall be replaced in any period of 12 months (see d. below).
 - d. *Roofing.*
 - 1. Residential. A permit is required if any structural work on the roof support system is to be done; or if a third layer of shingles are to be applied (engineer's calculations shall also be submitted).
 - 2. Commercial (including apartments). A permit is needed for any roofing except minor repairs.
 - e. *Alterations when not permitted.* Except for historical structures, when any existing building or structure, which for any reason whatsoever does not conform to the regulations of this chapter, has deteriorated from any cause whatsoever to an extent greater than 50 percent of the equalized value of the building or structure, no alterations or moving of such building or structure shall be permitted. Any such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises.
 - f. *Alterations and repairs required.* When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause structural members to be restored to their required strength; failing in which the building or structure shall be considered a menace to public safety and shall be vacated and thereafter no further occupancy or use of the same shall be permitted until the regulations of this chapter are complied with.
 - g. *Extent of deterioration.* The amount and extent of deterioration of any existing building or structure shall be determined by the building inspector.
 - h. *Maintenance.* The requirements contained in this chapter covering the maintenance of buildings shall apply to all buildings and structures now existing or hereafter erected. All buildings or structures and all parts thereof shall be maintained in a safe condition, and all devices of safeguards which are required by this chapter at the erection, alteration or repair of any building shall be maintained in good working order.
 - i. *Use of unsanitary building.* It shall be unlawful to occupy or use or permit the occupancy or use of any building or structure that is unsanitary or dilapidated, or deteriorated, or out of repair, thereby being unfit for human habitation, occupancy or use until the regulations of this Code have been complied with.
- (b) *Application.* Application for a building permit shall be made in writing upon a form furnished by the building inspector and shall state the name and address of the owner of the land and also the owner of the building if different, the legal description of the land upon which the building is to be located, the name and address of the designer, the use to which said building is to be put, and such other information as the building inspector may require.

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- (1) *New construction on a lot already occupied.* A certificate of appropriateness is required before erecting an addition to an existing structure in the HPD or before beginning any new construction on any lot already occupied.
- (2) *Vacant lot.* A certificate of appropriateness is required before erecting a new building on a vacant lot in an Historic District. (See guidelines for new construction.)
- (c) *Site plan approval.*
- (1) *Site plan approval.* All applications for building permits for any construction, reconstruction, expansion or conversion, except for one and two family residences in residentially zoned districts, shall require site plan approval by the plan commission in accordance with the requirements of this section. The applicant shall submit a site plan and sufficient plans and specifications of proposed buildings, landscaping plan and operations to enable the plan commission or its expert consultants to determine whether the proposed application meets all the requirements applicable thereto in this chapter.
- (2) *Administration.* The building inspector shall make a preliminary review of this application and plans and refer them, along with a report of his findings, to the plan commission. The plan commission shall review the application and shall make a determination that the proposed landscaping of said building site, or the absence of landscaping as the case may be, will not cause the general exterior appeal, functional plan or setting of such building or accessory structure to be so at variance with or so identical or similar to the exterior landscaping appeal of the landscaping already planted or grown, or in the course of being planted in the immediate neighborhood, as to cause a substantial depreciation in the property value of said neighborhood wherein said building is proposed to be located. Within 30 days of its receipt of the application, the commission shall authorize the building inspector to issue or refuse a building permit.
- (3) *Site plan.* A site plan shall be submitted and reviewed pursuant to the city Zoning Code.
- (d) *Dedicated street and approved subdivision required.* No building permit shall be issued unless the property on which the building is proposed to be built abuts a street that has been dedicated for street purposes. No building permits shall be issued until the subdivision and required improvements are accepted by the city engineer and/or the common council.
- (e) *Utilities required.*
- (1) *Residential buildings.* No building permit shall be issued for the construction of any residential building until suitable sewer, water, electrical, grading and graveling are installed in the streets necessary to service the property for which the permit is required.
- (2) *Non-residential building.* No building permit shall be issued for the construction of any building other than residential until contracts have been let for the installation of sewer, water, electrical, grading and graveling in the streets necessary to service the property for which the permit is requested.
- (3) *Occupancy.* No person shall occupy any building until sewer, water, electrical, grading and graveling are installed in the streets necessary to service the property and a certificate of occupancy shall not be issued until such utilities are available to service the property.
- (f) *Plans.* With such application, there shall be submitted three complete sets of plans and specifications, including three plot plans showing the location and dimensions of all buildings and improvements on the lot, both existing and proposed, dimensions of the lot, dimensions showing all setbacks of all buildings on the lot, proposed grade of proposed structure (to City datum), grade of lot and the street abutting lot, grade and setback of adjacent buildings (if adjacent lot is vacant, submit elevation of nearest buildings on same side of street), type of monuments at each corner of lot, water courses or existing drainage ditches, easements or other restrictions affecting such property, seal and signature of surveyor or a certificate signed by the applicant and a construction erosion control plan setting forth proposed information and procedures needed for control of soil erosion, surface water runoff and sediment disposition at the building site. Plans, specifications and plot plans shall be drawn to a minimum scale of one-eighth inch to one foot. (Cross

sections and construction details shall be drawn to one-half inch to one foot. One set of plans shall be returned after approval, as provided in this chapter. The second set shall be filed in the office of the building inspector. Plans for buildings involving the State Building Code shall bear the stamp of approval of the Department of Safety and Professional Services plan reviewer who reviewed and approved the plans. One set of the approved plans submitted shall remain on file in the office of the building inspector. Plans for all new one and two family dwellings shall comply with the provisions of Ch. SPS 320.09(4), Wis. Adm. Code. Plans for commercial projects shall conform to the following:

(1) Commercial Plan Review.

Delegated Appointed Agent Municipality. The municipality has adopted the Appointed Agent Municipality Status as described in SPS 361.60 and SPS 382 of the Wisconsin Administrative Code.

Responsibilities. The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):

Provide inspection of commercial buildings with certified commercial building inspectors.

Provide plan examination of commercial buildings with certified commercial building inspectors.

Plan Examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other structures exempted in SPS 361.03(3) & SPS 382, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:

- A new building or structure.
- An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.
- An alteration of a building space, element, or structure. Including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system or replacement of equipment or fixtures within those systems.
- A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
- The department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.

Plan Submission Procedures. All commercial buildings, structures and alterations, including new buildings and additions require plan submission as follows:

Building permit application

Application for review – State of Wisconsin forms as applicable based on trade submitted or Municipal Equivalent.

- a. Fees per municipal fee schedule
- b. Fees apply to all commercial projects
- c. Plans prepared for review in accordance with SPS 361 – 366 or SPS 380 - 387
- d. Signed and sealed per SPS 361.31 or SPS 382 as appropriate
- e. (1) set of specifications
- f. Component and system plans which may be submitted separately per SPS 361 and 382 as applicable.
- g. Calculations showing code compliance

Note: Nothing in this code or chs. SPS 361 to 366 and SPS 380-387 is intended to prohibit the submission and acceptance of plans and construction documents in an electronic or digital media. Digital submissions, whenever possible, are encouraged to the City of Cedarburg's contracted partners. However, if plans are approved electronically, 2 sets of hard copies bearing the approval stamp of the reviewer is still required to be submitted prior to permit issuance.

(g) *Waiver of plans; minor repairs.*

- (1) *Plan waiver.* If the building inspector finds that the character of the work is sufficiently described in the application, he may waive the filing of plans for alterations, repairs or moving.
- (2) *Minor repairs.* The building inspector may authorize minor repairs for maintenance work on any structure or to electrical, heating, ventilating or air conditioning systems installed therein, valued at less than \$500.00 which do not change the occupancy area, exterior aesthetic appearance, structural strength, fire protection, exits, light or ventilation of the building or structure without issuance of a building permit.

(h) *Approval of plans.*

- (1) *Permit issuance.* If the building inspector determines that the building shall comply in every respect with all ordinances and orders of the city and all applicable laws and orders of the State of Wisconsin, he shall issue a building permit which shall state the use to which said building is to be put, which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of the above-mentioned ordinances, laws or orders, or which involves the safety of the building or the occupants, except with the written consent of the building inspector.
- (2) *Historic buildings.* Prior to the issuance of a building permit, the building inspector shall determine that the requirements stated in section 13-1-70 have been satisfied and necessary paperwork completed.
- (3) *Partial permit.* In case adequate plans are presented for part of the building only, the building inspector, at his discretion, may issue a permit for that part of the building before receiving the plans and specifications for the entire building.
- (4) *Grade.* No work is to be started unless a proper building pad grade has been reviewed and approved by the building inspector and/or city engineer. Grading of the lot, including the establishment of drainage ways along side and rear lot lines shall be in accordance with the subdivision master grading plan on file in the office of the city engineer. The master grading plan identifies lots designed for partial or fully exposed basements, and building plans must comply with the elevations shown, unless modified in writing by the city engineer. Grades for sidewalks, curb and gutter, driveways, and related infrastructure items are to be set by city engineer.

(i) *Specified inspections and when to be made.* The building inspector, upon notification from the permit holder or his agent, shall make or cause to be made within 48 hours of notification, the following inspections of buildings and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent wherein the same fails to comply with the law. The building inspector may also inspect the rehabilitation and/or restoration work as it progresses on a building within a historic preservation district to ensure compliance with the provisions of this section and the certificate of appropriateness.

- (1) *Footing inspection.* After excavations are made and the necessary forms are erected and when all reinforcing steel is in place, all the materials, separate and mixed, shall be approved by the building inspector for the footings.
- (2) *Foundation inspection.* After the necessary forms are erected and all reinforcing steel is in place, all materials for the foundations, separate and mixed, shall be approved by the building inspector. Final foundation inspection shall be made after the foundation is in place and before backfilling begins and the superstructure is placed thereon.

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- (3) *Frame inspection.* To be made after the roof, all framing, fireblocking and bracing is in place and all pipes, chimneys and vents are complete. No lath or plaster base of any kind or any insulation between the studs shall be applied to any building until the frame inspection, electrical inspection, plumbing and hearing inspections have been made and the work is approved.
 - (4) *Basement floor inspection.* To be made after sump crock, interior drain tile, plastic vapor barrier and necessary stone has been placed and leveled.
 - (5) *Insulation.* To be inspected before being covered.
 - (6) *Final inspection.* To be made after the building is completed and is ready for occupancy.

If he finds that the work conforms to the provisions of this Chapter, he shall issue a certificate of occupancy which shall contain the date and the result of such inspection, a duplicate of which shall be filed in the office of the building inspector.

(j) *Permit lapses.*

- (1) *General.* Permits issued under this chapter shall lapse and be void unless construction or work thereunder has commenced within six (6) months from the date of issuance, unless thirty 30 day time extensions have been granted by the building inspector. Construction has commenced if the footings or foundation has been excavated to a point where footings or foundation work can begin.
- (2) *Reissuance of permits.* In the event any work for which a permit was issued is not completed within 24 months for one- and two-family dwelling units and within one year for other construction or work authorized by a valid permit issued under this chapter, then said permit shall lapse and be void and no construction or work shall begin or resume until a new permit is obtained and the fee prescribed under this chapter is paid. No permit shall be reissued until all approvals required by this chapter at the time or reapplication have been given. The fee for reissuance of a permit shall be one-half of the required fee at the time of reapplication unless work has proceeded without a permit or under a lapsed permit, in which event full fees shall be paid.

(k) *Revocation of permits.*

- (1) The building inspector may revoke or suspend any building, heating and ventilating, plumbing or electrical permit, certificate of occupancy, certificate of appropriateness or approval issued under the regulations of this chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:
 - a. Whenever the building inspector shall find at any time that applicable ordinances, laws, orders, plans and specifications are not being complied with, and that the holder of the permit or certificate refused to conform after written warning has been issued to him.
 - b. Whenever the continuance of any construction becomes dangerous to life, property, or the existence of a historic building or structure.
 - c. Whenever there is a violation of any condition or provisions of the application for permit or certificate.
 - d. Whenever, in the opinion of the building inspector, there is inadequate supervision provided on the job site.
 - e. Whenever any false statement or misrepresentation has been made in the application for permit, certificate of appropriateness, plans, drawing, data specifications, or certified lot or plot plan on which the issuance of the permit or approval was based.
 - f. Whenever there is a violation of any of the conditions of an approval or occupancy given by the building inspector (or by the landmarks commission in regard to a certificate of appropriateness) for the use of all new materials, equipment, methods of construction, devices, or appliances.
- (2) The notice revoking a building, heating and ventilating, plumbing, electrical, certificate of occupancy or certificate of appropriateness shall be in writing and be served upon the permit holder or owner of the premises and his agent, if any, and on the person having charge of construction.

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- (3) A revocation placard shall also be posted upon the building, structure, equipment, or premises in question by the building inspector.
 - (4) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction, restoration and/or rehabilitation operation whatsoever on the premises, and the permit which has been so revoked shall be null and void, and before any construction or operation is again resumed, a new permit or certificate of appropriateness as required by this chapter, shall be procured and fees paid therefor, and thereafter the resumption of any construction or operation shall be in compliance with the regulations of this chapter. However, such work as the building inspector may order as a condition precedent to the reissuance of the building permit or certificate of appropriateness shall be performed, or such work as he shall require for the preservation of life and safety.
 - (5) Violations of this ordinance shall be penalized in accord with the general provisions of the Municipal Code, section 15-1-100. In addition, in any instance where work commences as regulated in this chapter without the owner or agent having secured a certificate of appropriateness and where applicable, plan commission approval, the building inspector shall promptly issue a stop work order which shall take immediate effect and remain in effect until such certificate of appropriateness and if, in the process, provisions of the Building Code shall also have been violated, the penalties for such violation called for in that Building Code shall be applied.
 - (l) *Report of violations.* The police and other city officers shall report at once to the building inspector any building which is being carried on without a permit as required by this chapter.
 - (m) *Display of permit.* Building permits shall be displayed in a conspicuous place on the premises where the authorized building or work is in progress at all times during construction or work thereon.
 - (n) *Certificate of occupancy.*
 - (1) *When required.* It shall be unlawful for any person to use or permit the use of any building or premises, or part thereof, hereafter erected, changed, converted or enlarged, wholly or partially, in use or structure until a certificate of occupancy shall have been issued by the building inspector. Such certificate of occupancy shall not be issued until all final inspections under this chapter have been satisfactorily completed.
 - (2) *Inspections.*
 - a. The building inspector shall make a final inspection of all new buildings, additions, and alterations. If no violations of this chapter or any other ordinance are found, the building inspector shall issue a certificate of occupancy, stating the purpose for which the building is to be used. Action to approve or deny any application for a permit or certificate of occupancy under this chapter shall be taken promptly and in no case longer than ten days from the date the application is filed with the building inspector.
 - b. No building, nor part thereof, shall be occupied until a certificate of occupancy has been issued, nor shall any building be occupied in any manner which conflicts with the conditions set forth in the certificate of occupancy.
 - c. If the building inspector determines after final inspection that the building, structure or work has substantially complied with every respect with all ordinances and orders of the city and applicable laws and orders of the State of Wisconsin, he shall officially approve the work and shall issue the certificate of occupancy to the owner.
 - d. No person shall alter any plans or specifications in any respect after a permit or certificate of occupancy has been issued therefor, except with the written consent of the building inspector or appropriate city authority.
 - (3) *Use discontinued.* (See city Zoning Code.)
 - (4) *Hardship.* The building inspector shall have the authority and power to permit the occupancy of any building or structure in the city, prior to issuance of an occupancy certificate, in all such cases of

hardship as in his judgment and discretion warrant occupancy before final stage of completion as set forth in this chapter. Before granting such permission, the building inspector shall first examine the premises and determine if it is safe and sanitary. The building inspector shall determine the time within which such building or structure can be completed, such time not to exceed 90 days.

(5) *Change of use.* (See city Zoning Code.)

(Ord. No. 2004-19)

Sec. 15-1-3 State uniform one- and two-family dwelling code adopted.

- (a) *State code adopted.* The administrative code provisions describing and defining regulations with respect to one- and two-family dwellings in Chapters SPS 320-325 of the current Wisconsin Administrative Code are hereby adopted and by reference made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by an administrative code provision incorporated herein by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the administrative code provisions incorporated herein are intended to be made a part of this chapter to secure uniform statewide regulation of one- and two-family dwellings in this city. A copy of these administrative code provisions and any future amendments shall be kept on file in the building inspector's office.
- (b) *Existing buildings.* The "Wisconsin Uniform Dwelling Code," shall also apply to buildings and conditions where:
 - (1) An existing building to be occupied as a one- or two-family dwelling, which building was not previously so occupied.
 - (2) An existing structure that is altered or repaired, when the cost of such alterations or repair during the life of the structure exceeds 50 percent of the equalized value of the structure, said value to be determined by the City Assessor.
 - (3) Additions and alterations, regardless of cost, made to an existing building when deemed necessary in the opinion of the building inspector shall comply with the requirements of this chapter for new buildings. The provisions of section 15-1-2 shall also apply.
- (c) *Wisconsin Uniform Dwelling Code adopted.* The Wisconsin Uniform Dwelling Code, § SPS 320-325 and § SPS 327, and their successors, of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated herein by reference and shall apply to all buildings within the scope of this ordinance.
- (d) *Method of Enforcement.*
 - (1) *Building inspector to enforce.* The building inspector and his delegated representatives are hereby authorized and directed to administer and enforce all of the provisions of the Uniform Dwelling Code. The building inspector shall be certified for inspection purposes by the department, and by the Department of Safety and Professional Services.
 - (2) *Subordinates.* The building inspector may appoint, as necessary, subordinates, which appointments shall be subject to confirmation by the common council.
 - (3) *Duties.* The building inspector shall administer and enforce all provisions of this chapter and the Uniform Dwelling Code.
 - (4) *Inspection powers.* The building inspector or an authorized certified agent may at all reasonable hours enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or heating work. No person shall interfere with or refuse to permit access to any such premises to the building inspector or his agent while in performance of his duties.
 - (5) *Records.* The building inspector shall perform all administrative tasks required by the department under the Uniform Dwelling Code. In addition, the inspector shall keep a record of all applications for

building permits in a book for such purpose and shall regularly number each permit in the order of its issue. Also, a record showing the number, description and size of all buildings erected indicating the kind of materials used and the cost of each building and aggregate cost of all one- and two-family dwellings shall be kept. He shall make an annual report to the common council.

(Ord. No. 2022-16, § 1, 10-10-22)

Sec. 15-1-4 Non-residential construction standards; state code adopted.

(a) Codes Adopted

(1) *Code adopted.* The following codes are hereby adopted and made a part of this chapter with respect to those classes of buildings to which this Building Code specifically applies. This includes any future amendments, revisions and modifications of said Chs. 50 through 64 and 70 incorporated herein are intended to be made a part of this Code. A copy of said Chs. 50 to 64 and 70 and amendments thereto shall be kept on file in the office of the building inspector.

- a) Fire Prevention (Ch. SPS 314).
- b) Elevators, Escalator and Lift Devices (Ch. SPS 318).
- c) Uniform Dwelling (Chs. SPS 320-325).
- d) Camping Units (Ch. SPS 327).
- e) Smoke Detectors (Ch. SPS 328).
- f) Amusement Rides (Ch. SPS 334).
- g) Gas Systems (Ch. SPS 340).
- h) Boilers and Pressure Vessels (Ch. SPS 341).
- i) Historic Buildings (Ch. SPS 370).
- j) Existing Buildings (Ch. SPS 369).
- k) Mechanical Refrigeration (Ch. SPS 345).
- l) Wisconsin Commercial Building Code (Chs. SPS 360-366).
- m) Public Swimming Pools and Water Attraction (Ch. SPS 390).
- n) Buildings Constructed prior to 1914 Code (Chs. SPS 375-379).

(2) *Permit required.* Except as specifically provided in section 15-1-2, no person shall build, add to, alter or repair, or cause to be built, added to, altered or repaired, any public building, structure or place of employment until a building permit therefor has been issued by the building inspector under section 15-1-2.

(b) Approvals required.

(1) *Requirements.* Permits for buildings, structures or work under subsection (a) above shall be issued by the building inspector only for plans which have been approved under subsection (b)(2), below. Approvals may be obtained in any order provided no permit shall be issued by the building inspector until plans stamped or endorsed by all approving authorities are on file in his office. [See section 15-1-101(a)(16) for fee schedule.]

(2) *State approval required.* Except when authority to approve plans has been delegated to the building inspector, all plans for commercial, industrial or other classes of buildings or places of employment

described in Wis. Stats. § 101.12, shall be approved by the Wisconsin Department of Department of Safety and Professional Services.

(Ord. No. 93-01)

Sec. 15-1-5 New methods and materials.

- (a) All materials, methods of construction and devices designed for use in buildings or structures covered by this chapter and not specifically mentioned in or permitted by this chapter shall not be so used until approved in writing by the State Department of Department of Safety and Professional Services for use in buildings or structures covered by the Wisconsin State Building Code, except sanitary appliances, which shall be approved in accordance with the State Plumbing Code.
- (b) Such materials, methods of construction and devices, when approved, must be installed or used in strict compliance with the manufacturer's specifications and any rules or conditions of use established by the State Department of Department of Safety and Professional Services. The data, tests and other evidence necessary to prove the merits of such material, method of construction or device shall be determined by the State Department of Department of Safety and Professional Services.
- (c) All materials, methods of construction and devices designed for use in buildings or structures not covered by the Wisconsin State Building Code shall be approved by the building inspector when they are proved to be the equal of those specifically required by the Code.

Sec. 15-1-6 Powers and duties of the building inspector.

- (a) *Power of police officer.* The building inspector shall enforce all of the provisions of this chapter and for such purpose shall have police powers and, in this capacity, shall have the right to call for aid of the police department.
- (b) *Power to stop building work.* Whenever any building work is being done contrary to the provisions of this chapter or is being done in an unsafe or dangerous manner, the building inspector may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the building inspector to recommence and proceed with the work.
- (c) *Power to order building to be evacuated.* Whenever any building or portion thereof is being used or occupied contrary to the provisions of this chapter, the building inspector shall order such use or occupancy discontinued and the building or portion thereof vacated by notice served on any person using or causing such use of occupancy to be continued, and such persons shall vacate such building or portion thereof within ten days after receipt of such notice or make the building or portion thereof comply with the requirements of this chapter, provided, in the event of an emergency the following subsection shall apply.
- (d) *Power to condemn.* Any building or portion thereof, including buildings or structures in the process of erection, if found to be dangerous to persons or property, or unsafe for the purpose for which it is being used, or in danger from fire due to defects in construction, or dangerous for use because of insufficient means of egress in case of fire, or which violates the provisions of the chapter due to the removal, decay, deterioration or the falling off of any thing, appliance, device or requirements originally required by this chapter or which has become damaged by the elements of fire to an extent of 50 percent of its value may be condemned by the building inspector. The building inspector may order portions of the structural frame of a building or structure to be exposed for inspection when, in his opinion, they are in an unsafe condition. In any of the aforesaid cases, the building inspector shall serve notice in writing on the owner, reputed owner or person in charge of such a building or premises, setting forth what must be done to make such building safe. The person receiving such notice shall commence within 48 hours thereafter to make the changes, repairs or alterations set out in such notice and diligently proceed with such work or demolish the building. The building inspector shall also affix a notice of such order in a conspicuous place on the outside wall of the

building, and no person shall remove or deface such notice. No such building shall be occupied or used for any purpose after the building inspector serves written notice of its unsafe or dangerous condition until the instructions of the building inspector have been complied with. Where the public safety requires immediate action, the building inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expense of such work may be recovered by the city in an action against the owner or tenant. The fire department shall give all reasonable assistance to the building inspector in such work. If the owner or tenant of any such building or structure is dissatisfied with the decision of the building inspector as to the unsafe character thereof, the question shall be referred to the board of appeals whose decision shall be final.

- (e) *Powers when orders are ignored.* If, at the expiration of the time as set forth in the first notice, the instructions, as stated, have not been complied with, a second notice shall be served personally upon the owner, his agent or the person in possession, charge or control of such building or structure or part thereof, stating therein such precautionary measures as may be necessary or advisable to place such building or structure or part thereof in a safe condition. Should the necessary changes not be made within 30 days after the service of such second notice, the board of public works may order the building inspector to proceed with the work specified in such notice. A statement of the cost of such work shall be transmitted to the board of public works which shall cause the same to be paid and levied as a lien against the property. Proper service of either of such notices shall be personal service upon the owner of such record, if he shall be within the city. If he is not located in the city, such service may be made upon any person residing in the city who collects rents on the property in questions, and in the absence of such a person, upon the tenant of the premises. If the premises are vacant and the owner is not in the city, such service will be completed when the notice is sent by registered mail to the last-known address of the owner. Whenever the owner, agent or tenant is a corporation, service may be upon the president, vice president, secretary or treasurer or, in the absence of these, the local representatives of such corporation.
- (f) *Historic buildings.*
 - (1) If an order is issued under this section to raze or remove a historic building or an application is made for a permit to raze or remove a historic building or if the city intends to raze or remove a municipally-owned historic building, the city shall notify the State Historical Society and the landmarks commission of the order, application or intent. No historic building may be razed for 60 days after notice is given. During the 60 day period, the State Historical Society and landmark commission shall have access to the historic building to create or preserve a historic record (refer to subsection 13-1-70(o)(1)c).
 - (2) Maintenance of landmarks sites and HPDs shall be such that every person in charge of an improvement on a landmark site or in a HPD shall keep in good repair all of the exterior portions of such improvement and all interior portions thereof which, if not so maintained, may cause or tend to cause the exterior portions of such improvement to fall into a state of disrepair. This provision shall be in addition to all other provisions of the Codes and Ordinances of the city requiring such improvement to be kept in good repair.
- (g) *Coordinated inspections.* All provisions of the laws and regulations of the municipality and of legally-adopted rules of local fire and health officials in respect to the operation, equipment, housekeeping, fire protection, handling and storage of flammable materials, liquids and gases and the maintenance of safe and sanitary conditions of use in occupancy in all buildings shall be strictly enforced by the administrative officials to whom such authority is delegated. whenever inspection by any authorized enforcement officer discloses any violation of the provisions of this Code, or of any other rules, regulations or laws, he shall immediately notify the administrative officer having jurisdiction of the violation.

Sec. 15-1-7 Disclaimer on inspections.

The purpose of the inspections under this chapter is to improve the quality of construction in the city. The inspections and the reports and findings issued after the inspections are not intended as, nor are they to be construed as, a guarantee. In order to so advise owners and other interested persons, a disclaimer shall be

included in each inspection report as follows: "The findings of inspection contained herein are intended to report conditions of noncompliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied."

Sec. 15-1-8 Regulation and permit for razing buildings.

- (a) *Permit required.* No building or structure within the City of Cedarburg shall be razed without the owner of such building or structure ("owner") or a person who will raze such building or structure ("contractor") first obtaining a permit from the building inspector. Prior to issuing the permit, the building inspector must be provided with the following:
- (1) Fee in accordance with section 15-1-101 of the Code of Ordinances.
 - (2) Copy of the building razing contract between the owner and contractor, if the owner is not the contractor.
 - (3) Documentation from the appropriate utility providers evidencing that all water, electricity, natural gas and telephone lines have been shut off and capped or sealed.
 - (4) Performance bond and certificate of insurance, as provided in section 15-1-8(b).
 - (5) Such other documents as the building inspector may reasonably require.
 - (6) All demolitions of buildings on landmark property or in historic districts must be approved by the landmark commission and the State Historical Society.
- (b) *Bonding and insurance requirements.*
- (1) Except as provided in subsection (iv), before any permit is issued for razing of a building or structure, the permit applicant shall file with the building inspector a performance bond and a certificate of insurance.
 - (2) The performance bond shall be executed by the applicant and a corporate surety authorized to execute bonds in the State of Wisconsin and shall provide that the applicant and surety are firmly bound unto the city in the penal sum of \$5,000.00 or the amount of the contract for razing, whichever is greater, and shall reimburse the city for all damages to any city property resulting from the work operations, regardless of whether the damage is done by the applicant, its agents, employees or subcontractors, and for any costs to the city due to the applicant's failure to properly complete the razing.
 - (3) The certificate of insurance shall be from an insurance company licensed to do business and in good standing in the State of Wisconsin, evidencing that the contractor has obtained an occurrence policy of comprehensive general liability insurance against claims for damages due to personal injury, including accidental death, and property damage in the amount prescribed in the city's schedule of insurance requirements, naming the city as an additional insured, which policy shall not be cancelable without 30 days prior written notice to the city, the certificate to be in full force and effect as to any permits issued prior to cancellation and all work done under said permits.
 - (4) The owner of any premises who wishes to raze a building on those premises may be granted a permit without providing the aforesaid performance bond and certificate of insurance, provided that the foundation area of such building or structure does not exceed 750 square feet and 15 feet in height, and there is no sewer or water service in such building connected to a private or public water or sewer system, and the building is in compliance with all current setback requirements established under title 13 of the Code of Ordinances, and either the owner is the contractor or the contract amount is under \$1,500.00.
- (c) *Time limits.*

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- (1) The permit issued by the building inspector pursuant to subsection (a) shall be valid for three months from the date of issuance only.
 - (2) Prior to commencing the razing, the contractor shall notify the building inspector of the start date for the razing operations and unless the permit provides for a later completion date, all work shall be completed within 30 days of the start date. In the event the work is not completed on or before the completion date allowed for by the permit, all work shall cease at the close of business on such date.
 - (3) Prior to recommencing any work after the expiration of the originally permitted completion date, the contractor shall apply to the building inspector for an extension of the completion date and shall state the reason for the failure of the timely completion and the new projected date by which the razing operations shall be completed. The building inspector, in his sole discretion, may grant the requested extension or may proceed as provided in section 15-1-8(e).
- (d) *Work requirements.* At all times during the razing operations and prior to the commencement of completion thereof, as required, the Contractor shall:
- (1) Keep adequate barricades, fences, and lights in place around the work site to prevent harm or damage to persons and surrounding structures or property.
 - (2) Take adequate precautions to prevent structures or soils adjacent to the work site from collapsing into the work site.
 - (3) Take such steps as are necessary, including spraying the work site with water, to eliminate the spread of dust outside the work site.
 - (4) Take all necessary steps, through the employment of a qualified person in the field of pest control or by other appropriate measures to treat the work site to prevent the spread and migration of rodents and insects therefrom during and after the razing operations.
 - (5) Remove all flammable materials from the work site each day so as to be sure that no flammable materials are used to back fill any excavated areas or remain on the work site after the completion of the razing operation.
 - (6) Remove and/or fill, as required, all septic, holding tank and other sanitary disposal facilities and cap and seal all private wells.
 - (7) Take all necessary steps to assure that no materials are burned on the work site.
 - (8) Fill all excavations to one foot above the surrounding grade. The work site shall be raked clean and all excess debris shall be hauled from the work site. All areas of the work site upon which new construction will not be commenced within 30 days shall be seeded in accordance with the requirements of Wisconsin Construction Site Best Management Practices Handbook, Chapter 3.B.4.1.
 - (9) Remove all underground storage tanks in accordance with section ATCP 93, et. seq., Wisconsin Administrative Code, as amended.
 - (10) Remove all excess demolition debris and other material from the work site prior to completion.
 - (11) Remove and dispose of all hazardous and/or regulated materials in accordance with applicable state and federal regulations.
 - (12) Conform with all erosion control and debris tracking ordinances and regulations as promulgated by the city and the State of Wisconsin, and as set forth in the Wisconsin Construction Site Best Management Practice Handbook, as amended from time to time, as published by the Wisconsin Department of Natural Resources.
- (e) *Authority of building inspector.* In addition to the powers of the building inspector set forth elsewhere in the Code of Ordinances, the building inspector is hereby empowered to:

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- (1) Notify the contractor of violations of this or any other section of the Code of Ordinances and order that the contractor correct such violations within a time period determined by the building inspector in his sole discretion.
 - (2) Order the contractor to immediately cease all razing operations if the building inspector determines, in his sole discretion, that an order to correct a violation of this or any other section of the Code of Ordinances is not being carried out in a timely fashion or that a condition dangerous to the public exists.
 - (3) Hire a third-party contractor to complete any razing operations which the original contractor has commenced but failed to complete or has been ordered to cease, and further to draw upon the performance bond for payment to the third-party contractor. In the event that the amount which can be drawn upon from the performance bond is not sufficient to cover the costs of completion of the razing operations, including the third-party contractor fees, engineering fees and/or legal fees, the owner shall pay such excess amounts within five days of notice from the city clerk. If the owner fails to pay such excess costs, such costs shall be certified to the city clerk to be entered on the tax roll as a special assessment against the property encompassing the work site.
- (f) *Statute adopted.* Except as otherwise provided in this chapter, Wis. Stats. § 66.05, as amended, is adopted as part of this article.
- (Ord. No. 92-18)

Sec. 15-1-9 Basements; excavations.

- (a) *Basement subflooring.* First floor subflooring shall be completed within 60 days after the basement is excavated.
- (b) *Window wells.* Window wells may not extend beyond the established building setback line and shall not encroach upon any drainage or utility easement. The maximum allowable length of any individual residential window well, measured horizontally along the foundation, shall be 6 feet, and the sum of the lengths of all window wells on any one side of a residential structure shall not exceed 12 feet. The area of the ground surface opening for any individual window well, as measured on the plane of the ground surface, shall not exceed 18 square feet, and the cumulative total area of the ground surface openings for all window wells on a residential structure shall not exceed 72 square feet. The maximum allowable window well depth, as measured from the adjacent ground surface to the bottom of the window well, is 54 inches. Window wells greater than 36 inches in depth shall be constructed with an intermediate step and shall be protected with suitable fencing, grating, transparent covers, or landscaping to minimize the potential for injury and entrapment. Any opening or combination of openings along the foundation which exceed the parameters of this section shall constitute an exposed basement.
- (c) *Exposed basements.* Exposed basements are allowed on lots specifically identified with a split building grade elevation on the approved subdivision master grading plan on file in the office of the city engineer. Any modification to the master grading plan must be approved in writing by the city engineer.
- (d) *Fencing of excavations.* The owner of any premises on which exists an opening or excavation which is located in close proximity to a public sidewalk or street right-of-way as to constitute a hazard to pedestrian or vehicular traffic shall erect a fence, wall or railing at least four feet high between such opening or excavation and the public right-of-way.
- (e) *Closing of abandoned excavations.* Any excavation for building purposes or any uncovered foundation which shall remain open for more than three months shall be deemed abandoned and a nuisance and the building inspector shall order that unless the erection of the building or structure on the excavation or foundation shall commence or continue forthwith, suitable safeguards shall be provided to prevent accidental injury to children or other frequenters or that the excavation or foundation be filled to grade. Such order shall be served upon the owner of record or the owner's agent, where an agent is in charge of the premises, and

upon the holder of an encumbrance of record in the manner provided for service of a summons in the circuit court. If the owner or the holder of an encumbrance of record cannot be found, the order may be served by posting it on the premises and make publication in the official newspaper for two consecutive publications at least ten days before the time for compliance stated in the order commences to run. Such time shall be not less than 14 nor more than 20 days after service. If the owner of the land fails to comply with the order within the time required, the building inspector shall cause the excavation or foundation to be filled to grade. The cost of such abatement shall be charged against the real estate and entered on the next succeeding tax roll as a special charge and shall bear interest at a rate established by the common council from the date of the report by the building inspector on the cost thereof, pursuant to the provisions of Wis. Stats. § 66.60.

(Ord. No. 2004-19)

Sec. 15-1-10 Regulations for moving buildings.

(a) *General requirements.*

- (1) No person shall move any building or structure upon any of the public ways of the city without first obtaining a permit therefor from the building inspector and upon the payment of the required fee. Every such permit issued by the building inspector for the moving of a building shall designate the route to be taken, the conditions to be complied with, and shall limit the time during which said moving operations shall be continued.
- (2) A report shall be made by the building inspector with regard to possible damage to trees or the required movement of any public utilities and/or improvements. The estimated cost of trimming, removing and replacement of public trees, or the required movement of any public utilities shall be determined by the building inspector and shall be paid to the city prior to issuance of the moving permit.
- (3) Issuance of a moving permit shall further be conditioned on approval of the moving route by the chief of police and a representative of the public works department.

(b) *Continuous movement.* The movement of buildings shall be a continuous operation during all the hours of the day, and at night, until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection, or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Lights shall be kept in conspicuous places at each end of the building during the night.

(c) *Street repair.* Every person receiving a permit to move a building shall, within one day after said building reaches its destination, report that fact to the building inspector who shall, with a representative of the public works department, inspect the streets, highways, and curbs and gutters over which said building has been moved and ascertain their condition. If the removal of said building has caused any damage to any street or highway, the person to whom the permit was issued shall forthwith place them in as good repair as they were before the permit was granted. On the failure of the said permittee to do so within ten days thereafter to the satisfaction of the public works department, the city shall repair the damage done to such streets and hold the person obtaining such permit and the sureties on his bond responsible for the payment of same.

(d) *Conformance with code.* No permit shall be issued to move a building within or into the city and to establish it upon a location within the said city until the building inspector has made an investigation of such building at the location from which it is to be moved, and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code in all respects. A complete plan of all further repairs, improvements and remodeling with reference to such building shall be submitted to the building inspector, and he shall make a finding of fact to the effect that all such repairs, improvements and remodeling are in conformity with the requirements of this Building Code, and that when the same are completed, the building as such will so comply with said Building Code. In the event a building is to be moved from the city to some point outside the boundaries thereof, the provisions

with respect to the furnishing of plans and specification for proposed alterations to such building may be disregarded.

(e) *Bond.*

- (1) Before a permit is issued to move any building over any public way in the city, the party applying therefor shall give a bond to the City of Cedarburg in a sum to be fixed by the building inspector and which shall not be less than \$5,000.00; said bond to be executed by a corporate surety or two personal sureties to be approved by the building inspector or designated agent conditioned upon, among other things, the indemnification to the city for any costs or expenses incurred by it in connection with any claims for damages to any person or property, and the payment of any judgment together with the costs and expenses incurred by the city in connection therewith, arising out of the removal of the building for which the permit is issued.
- (2) Unless the building inspector, upon investigation, shall find it to be a fact that the excavation exposed by the removal of such building from its foundation shall not be so close to a public thoroughfare as to permit the accidental falling therein of travelers or the location, nature and physical characteristics of the premises and the exposed excavation, such as to make intrusion upon the premises and the falling into such excavation of children under 12 years of age unlikely, the bond required by subsection (e)(1) shall be further conditioned upon the permittee erecting adequate barriers and within 48 hours, filling in such excavation or adopting and employing such other means, devices or methods approved by the building inspector and reasonably adopted or calculated to prevent the occurrences set forth herein.

- (f) *Insurance.* The building inspector shall require in addition to said bond above indicated, public liability insurance covering injury to one person in the sum prescribed in the city's schedule of insurance requirements. The city shall be named as a third-party insured on the policy.

Sec. 15-1-11 Building security and lockset requirements.

- (a) *Purpose.* The purpose of this Section is to establish minimum security requirements to better protect persons and property from property crimes by delaying, deterring, and restricting persons attempting unauthorized or illegal entry into buildings or parts of buildings.
- (b) *Applicability.* This Section shall apply to all newly-constructed multiple-family dwellings and to all remodeling of existing multiple-family dwellings requiring the issuance of a building permit which involves entry doors.
- (c) *Definitions.*
 - (1) *Dead-latching lockset.* A latching device and strikeplate which is held in dead position when closed by means of an added integral slide trigger mechanism. The complete lockset shall consist of a knob on both sides and shall be locked/unlocked by key from the exterior and turn-button from the interior.
 - (2) *Cylinder spring dead latchset.* A latching device and strikeplate which is positively held in dead-latch position when the door is closed by means of an added integral slide trigger mechanism. The complete set shall consist of a key operation from the exterior and a knob, thumbturn, or lever handle from the interior.
 - (3) *Single cylinder deadbolt.* A bolt which has no automatic spring action and which is operated by a pin-tumbler cylinder key from the outside and a thumbturn from the inside and is positively held when in the projected or locked position.
 - (4) *Cylinder guard.* A free-turning steel ring surrounding the exposed portion of the lock cylinder on a deadbolt and which is fastened so as to protect the deadbolt from wrenching, prying, cutting or pulling by attack tools.
 - (5) *Panic-free double lockset.* A high-security lockset featuring a standard latching lockset below with a high-security single-cylinder deadbolt above with a one inch throw deadbolt. Both doorlatch and

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- deadbolt are retracted simultaneously by single action of the interior knob designed for ease during panic escapement.
- (6) *Steel insert.* A hardened steel pin contained in the bolt and located to prevent bolt cutting with common tools.
 - (7) *Exterior doors.* Doors which lead from the exterior of the building directly either into a common lobby or directly into an individual apartment.
 - (8) *Hinged interior entrance/exit doors.* Doors which lead from a common lobby or connecting garage directly into an individual apartment.
- (d) *Required hardware applications.*
- (1) All exterior doors leading into common lobbies shall have locksets so as to create secured lobbies. Such entrances shall use the deadlatching lockset or across-the-door type self-locking push bar lock/lock release commonly referred to as a "Panic Free Bar" which shall need a key to gain entrance to the lobby but shall not need a key to exit the building.
 - (2) All hinged interior entrance/exit doors leading from a garage or common lobby area into individual apartments shall be equipped with a deadlatching lockset having a minimum bolt throw of one-half inch. This shall be accompanied by a double-cylinder deadbolt if there are glass panels within 40 inches from the deadbolt. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (3) All hinged interior entrance/exit doors and doors leading from a garage or common lobby area into individual apartments shall be equipped with a deadlatching lockset having a minimum bolt throw of one-half inch. If the door does not contain glass within 40 inches of the deadbolt, it shall be equipped with a single cylinder deadbolt having a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (4) All hinged exterior doors leading directly from the outside of the building into the individual apartment shall be equipped with a deadlatching lockset having a minimum throw of one-half inch. This shall be accompanied by a single-cylinder deadbolt. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (5) All hinged interior entrance/exit doors on upper apartments being on the second or higher floor having no other emergency escape routes shall be equipped with a panic-free double lockset. This lockset shall be equipped with a deadlatching lockset having a one-half inch throw and a single-cylinder deadbolt which in the locked position will retract simultaneously with the doorlatch by single action on the doorlatch. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard.
 - (6) Where single or pairs of hinged entrance doors to dwellings are equipped with ornamental pulls, the cylinder spring deadlatch may serve as a substitute for a deadlatching lockset.

Sec. 15-1-12 Garages and accessory buildings.

- (a) *Definitions.*
- (1) An attached private garage shall mean a private garage attached directly to the principal building, or attached by means of an enclosed or open breezeway, porch, terrace or vestibule, or a private garage so constructed as to form an integral part of the principal building.
 - (2) A detached private garage shall mean a private garage entirely separated from the principal building.

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- (3) Accessory buildings shall conform to all requirements of this chapter.
- (b) *Locations.* Detached garages shall be governed by the following unless otherwise provided for in appropriate zoning codes.
- (1) Garages of wood frame construction shall be located no less than ten feet from any residence building, except that such distance may be reduced to not less than five feet when the adjacent wall is protected as required for attached garages.
 - (2) Garages of masonry wall construction shall be located no less than five feet from any residence building.
- (c) *Foundations and footings.* Attached private garages shall be provided with the same type footings and foundations as required herein for the principal building. Concrete floors shall be not less than four inches in thickness. Detached private garages may be built with a continuous floating slab of reinforced concrete not less than four inches in thickness. Reinforcement shall be a minimum of six by six inch, or number ten by ten wire mesh. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of the slab. Exterior wall curbs shall be provided not less than four inches above the finished ground grade adjacent to the garage. Bolts three-eighths inches in diameter with nuts and washers attached, six inches long, shall be embedded three inches in the concrete curb of detached garages, six feet on centers. Wall corners cannot be more than 12 inches from the nearest bolt.
- (d) *Floor surface.* The floor in all private garages shall be of concrete construction and sloped toward the exterior garage door or opening. No openings or pits in the floor shall be permitted, except for drainage.
- (e) *Construction.* Private garages shall be constructed as follows: (See detail (c) for detached garages.)
- (1) Load bearing foundation walls and partitions shall be constructed as herein regulated.
 - (2) Detached private garages of wood frame construction shall be constructed with the following requirements.
 - a. Studs may have a maximum spacing of 24 inches on centers.
 - b. Diagonal corner bracing may be applied on the inside surface of studs.
 - c. Corner posts may consist of two, two by four inch studs or a single, four by four inch stud.
 - d. Horizontal bracing and collar beams may be two by six inch with a maximum spacing of four foot on centers.
 - e. Bottom plates must use decay resisted material.
- (f) *Attached private garages.* Private garages may be attached to or made part of residence buildings when in compliance with the following regulations:
- (1) *Separation from dwelling areas.* Attached garages shall be separated from the dwelling unit by at least:
 - a. Two inch brick or stone veneer.
 - b. Metal lath or perforated rock lath and three-fourths inch of plaster.
 - c. Five-eighths inch of vermiculite plaster board.
 - c. Five-eighths inch fire code gypsum plaster board.
 - (2) An attached private garage may have a door connecting directly into the principal building, provided that the floor of such garage is at least eight inches below the floor of such principal building. Such door shall be a metal or solid wood door not less than one and three-quarter inches in thickness. A maximum of 100 square inches of one-fourth inch stationary wire glass window may be permitted in such door.
- (g) *Garage heating.* All open flame equipment shall be effectively separated by not less than one hour fire-resistive wall, floor or ceiling; however, suspended furnaces or direct fired units that are fired with a liquid fuel or gas may be used with an enclosure. (See U.D.C. 23.04(1)(e) for further information.)

Sec. 15-1-13 Decks for one and two family dwellings.

(a) *Definitions.*

Deck. Any structure which serves as a raised horizontal platform or floor constructed of wood or other materials, without enclosing walls or roof.

Attached deck. Any deck which is physically connected to the principal building or accessory structure.

Detached deck. Any deck which is not physically attached to the principal building or accessory structure.

(b) *Soil and excavation requirements for deck piers or foundations.*

- (1) No pier shall be placed on soil with a bearing capacity of less than 2,000 pounds per square foot unless the pad support is designed through structural analysis.
- (2) All organic material (roots, etc.) shall be cut off at the sidewalls of the borings or trench. All organic and loose material must be removed from the cavity area prior to pouring concrete.

(c) *Deck piers, pads and foundations.*

- (1) General footings, pads or piers shall be of adequate bearing area to safely distribute all live and dead loads to the supporting soil without exceeding the bearing capacity of the soil.
- (2) Type and size of concrete pads and piers.
 - a. Decks attached to principal buildings.
 1. Concrete pads - The minimum depth of a pad shall be 48 inches below grade. The minimum dimensions of this pad shall be four inches in depth and eight inches in diameter.
 2. Piers - The minimum depth of concrete piers shall be 48 inches below grade. The minimum dimension of this pier shall be eight inches in diameter. (The concrete pier(s) shall extend a minimum of six inches above grade unless an approved mounting bracket is secured at the top surface of the pier(s)).
 3. Direct burial wood posts shall be placed on a minimum two inch nominal thickness treated plat or other approved materials at a uniform depth below grade. Posts shall be treated to the requirements of the American wood Preserver's Association (AWPA) standard C2 and C15, for direct soil contact four inches below grade. Post shall be a minimum of four feet below established grade.

(d) *Framing.*

(1) *General requirements.*

- a. Materials. All wood framing used in deck construction shall be pressure treated against decay or shall be a species of wood that is naturally decay resistant or shall be protected from weather.
- b. Design loading. Decks shall be designed for a minimum of a 40 pound per square foot loading.
- c. See fastener schedule table (15-1-18-B).

(2) *Column posts.*

- a. Column spacing. Column posts shall be spaced per "Table No. 2."
- b. Column size.
 1. All column posts not exceeding six feet in height shall be a minimum of four by four inches nominal thickness.
 2. All column posts exceeding six feet in height shall be a minimum of six by six inches nominal thickness.
- c. Lateral support. Column posts shall be constructed in such a manner or mechanically attached to the deck foundation to resist lateral movement.

(3) *Beams.*

- a. Beam size. All beams shall be sized per "Table No. 1."

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1. Beams, except as otherwise noted in "Table No. 1," Shall be a minimum of two, two inch thick member of one, four inch thick member. (I.E., 2 - 2X8 or 1 - 4/8).
 2. Beams may be spaced on each side of the post provided that blocking is installed a minimum of 24 inches.
 - b. Bearing. Beams bearing directly on the posts shall be attached by means of approved metal anchors or other approved methods.
 - c. Ledger boards. Ledger boards attached directly to the house or other structure may be used to replace a beam or beams. A single member of equal depth to the required size beam shall be used. The ledger board shall be attached with bolts, lag bolts or nails, spaced no less than 16 inches on center, secured directly into the building structure. Flashing shall be installed between the ledger and building structure.
- (4) *Joists.*
- a. Joist size. All deck joists shall be sized and spaced per "Table No. 2." (Table 15-1-18-A)
 - b. Bearing. Deck joists shall bear a minimum of one and one-half inches on the beam or ledger board. Joists fastened to the face of the beam or ledger shall be attached with approved metal hangers.
 - c. Bridging. Bridging shall be provided at intervals not exceeding eight feet.
 - d. Overhanging of joists. Joists which are at right angles to the supporting beam shall not be cantilevered more than two feet past the supporting beam, unless designed by structural analysis.
- (5) *Decking.*
- a. Material. All decking material shall be a minimum of one and one-quarter inches thick, nominal thickness. One inch decking may be used provided that the joists are spaced no more than 16 inches on center.
 - b. Decking orientation.
 1. Decking shall be installed diagonally or at right angles to the joists.
 2. Decking shall be centered over joists with cuts made parallel to joists. Not more than two adjacent boards may break joints on the same joist except at ends and at openings.
- (6) *Guardrails and handrails.*
- a. Guardrails. All decks which are more than 24 inches above grade shall be protected with guardrails.
 - b. Handrails. Every stairway of more than three risers shall be provided with at least one handrail. Handrails shall be provided on the open sides of stairways.
 - c. Guardrail and handrail detail.
 1. Height. Handrails shall be located at least 30 inches, but not more than 34 inches, above the nosing of the treads. Guardrails shall be located at least 36 inches above the surface of the deck.
 2. Open railings. Open guardrails or handrails shall be provided with intermediate rails or an ornamental pattern to prevent the passage of a sphere with a diameter greater than six inches.
 3. Railing loads. Handrails and guardrails shall be designed and constructed to withstand a 200 pound load applied in any direction.
- (7) *Stairway, treads and risers.*
- a. Risers. Risers shall not exceed eight inches in height measured from tread to tread.
 - b. Treads. Treads shall be at least nine inches wide, measured horizontally from nose to nose.
 - c. Variation. There shall be no variation in uniformity exceeding three-sixteenths inch in the width of a tread or in the height of risers.
 - d. Stair stringers. Stair stringers shall be supported in accordance to the same manner as used for the deck.
- (8) *Alternate provisions.*
- a. Wood decks. Additional information may be found in the Uniform Dwelling Code standard listed below.
 1. Excavation requirements of section SPS 321.14
 2. Footing requirements of section SPS 321.15

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3. Frost penetration requirements of section SPS 321.16
 4. Load requirements of section SPS 321.02
 5. Stair, handrail and guardrail requirements of section SPS 321.04
 6. Decay protection requirements of section SPS 321.10

Sec. 15-1-14 Requirements for the restoration and/or rehabilitation of historic properties designated by the landmarks commission.

- (a) *Purpose.* The purpose of this Section is to establish requirements to ensure the protection and preservation of historic properties.
- (b) *Applicability.* This Section shall apply to the restoration and/or rehabilitation of historic buildings or structures identified BY the City's Landmarks Commission. Such buildings or structures may be located either inside or outside of the Washington Avenue historic Preservation District (WAHPD). This section shall also apply to the restoration and/or rehabilitation of existing non-contributing buildings in the Washington Avenue Historic Preservation District.
- (c) *General guidelines for restoration, rehabilitation and new construction.* The Landmarks commission is available for consultation to assist owners of affected properties to preserve and enhance existing structures and implement these guidelines.
 - (1) *General.* In considering proposed changes to historic affected properties, the landmarks commission shall consider the following:
 - a. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the exterior of a building, structure or site and its environment.
 - b. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.
 - c. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. Changes which may have acquired design or construction significance in their own right shall be recognized and weighed as a factor.
 - d. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure and site must be treated with sensitivity.
 - e. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, size and other visual qualities. Repair or replacement of missing architectural features shall be based on accurate duplications of features, substantiated by historic, physical and pictorial evidence rather than on conjectural designs or the availability of different elements from other buildings or structures.
 - f. The surface cleaning of structures shall be undertaken with the gentlest means possible. Chemical or physical treatments that cause damage to historic building materials are not permitted. The landmarks commission shall approve any methods before cleaning. Test spot areas are to be done and approved by the building inspector or his designee and a landmarks commission member before the major work is to begin.
 - g. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
 - h. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, district, neighborhood or environment.
 - i. Wherever possible, new additions or alterations to structures shall be accomplished in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

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- (d) *Standards for the restoration and/or rehabilitation of historic building exteriors and additions.* The standards used for the restoration and/or rehabilitation of historic building exteriors and additions thereto shall be the Secretary of the Interior's "Standards for Restoration" and/or "Standards for Rehabilitation", hereinafter referred to as the current "SOI Standards". See Attachment A for the summary of some key SOI Standards.
- (1) *Height.* Alterations which create more than a one story difference between a building and those on either side would be subject to review by the landmarks commission based on past photos and history of the original building.
- (2) *Major facade.*
- a. *Shop fronts.*
1. Shop fronts shall be restored relying on historic photographs, original drawings, physical evidence and other documents and shall be rehabilitated in keeping with or sympathetic to the architectural style of the building.
 2. Shop fronts shall fit inside the original shop front opening and shall not extend beyond the original opening.
 3. Display windows shall be restored to their original appearance based on photos and any other documentation in keeping with the architectural era. Small paned 18th century windows shall not be used nor shall solid or translucent materials be used in place of window glass.
- b. *Windows.*
1. All windows shall be restored to their original appearance based on photos and any other documentation or be rehabilitated to fit the original frame.
 2. Round or segmentally-arched windows shall contain window frames and panes which follow the exterior configuration. A less desirable alternative of partial blocking to form a rectangular opening may occur but, if proposed, shall block up the least possible amount of the opening to preserve to the greatest extent possible of the original proportions of the window.
 3. Windows shall not be blocked up.
 4. Shutters may be used if there is evidence that they were in the original building design and shall be proportionate to windows.
 5. Regarding storm windows, mill finish aluminum storm windows shall not be used. Wood is recommended. Storms shall be painted to match window trim.
 6. If a window is deteriorated beyond repair, replacement windows should be sought which will duplicate the detailing of the original windows as closely as possible. Windows of wood construction are preferred. Subject to approval by the landmarks commission, aluminum clad exterior windows may be used to replace wood windows beyond repair provided they fully comply with SOI Standards.
- c. *Porches, trim and ornamentation.* Retain porches and steps visible from the public right-of-way which are historically and architecturally appropriate to the building. Avoid altering porches and steps by enclosing open porches or replacing wooden steps with cast concrete steps or by removing original architectural features, such as hand rails, balusters, columns or brackets.
- d. *Trim and decorative ornamentation.* Retain original copings, cornices, cresting, finials, railings, balconies, oriels, pilasters, columns, chimneys, bargeboards or decorative panels which are essential to the maintenance of the building's historic character and appearance.
- e. *Roof shape.*
1. The roof shape of the front of a building or structure shall not be altered except to restore it to the original documentable appearance or to add a dormer or dormers in a location and shape compatible with the architectural design of the building and similar in location and shape to original dormers on buildings of the same vintage and style within the district. Alterations of the roof shape of the sides or back of a building or structure shall be visually compatible with the architectural design of the existing building.
 2. Mansards, pents, gables, gambrels or other exotic roof shapes not characteristic of the architectural area shall not be allowed.
 3. Roof material.

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- aa. If the existing roof of a building or structure is tile, slate, or other material that is original to the building or structure and/or contributes to its historic character all repairs thereto shall be made using the same materials. In addition, in all cases any such roof must be repaired rather than replaced, unless the documented cost of repair exceeds the documented cost of reroofing with a substitute material that approximates the appearance of the original roofing material as closely as possible will be approved by the Landmarks Commission.
 - bb. If the existing roofing material is asphalt shingles, sawn wood shingles or a non-historic material, such as fiberglass, all repairs shall match in appearance the existing roof material; however, if any such roof is covered or replaced, reroofing must be done using rectangular sawn wood shingles or rectangular shingles that are similar in width, thickness and apparent length to sawn wood shingles, for example, 3-in-1 tab asphalt shingles and dimensional asphalt/fiberglass are recommended.
 - cc. Rolled roofing, tar and gravel and other similar roofing materials are prohibited except that such materials may be used on flat or slightly sloped roofs which are not visible from the ground.
 - f. *Doors.*
 - 1. Original exterior doors should be retained whenever possible. If it is deteriorated beyond repair, a new door should be chosen which closely resembles the original.
 - 2. Storm/screen doors. If possible, the original main exterior door should be weatherstripped so a storm door is not needed; however, if a storm door is desired, one should be chosen which reveals as much as possible of the door behind it. Material of storm/screen door shall be wood and painted to harmonize the main door.
 - g. *Terminating element.* Most buildings have a terminating element at the roof line such as corbelled masonry, wood coping, and cut stone. This shall not be altered but restored only.
 - h. *Fences.* Construct and/or retain fences in the Historic District which are visible from the public right of ways in a historically and architecturally appropriate manner in relationship to the adjoining buildings. Chain link fences are not allowed along public right of ways. Setbacks from right of ways and height restrictions are per the city ordinance. A certificate of appropriateness is required for any renovation and/or construction of fences in the Washington Avenue Historic Preservation District.
- (3) *Materials.*
- a. Materials used in original construction shall also be used in restoration and rehabilitation; materials shall have the same visual appearance as existing original parts of the building. Generally, in Cedarburg, this is either brick or dressed stone but in some cases clapboard, board and batten, or stucco may be in keeping with original construction. Brick and other materials used in restoration shall be selected to conform to the dimensions of existing, original materials. Brick shall also conform in color, texture and surface treatment to existing, original brick. Other materials shall coordinate in color, texture and surface treatment with nearby buildings.
 - b. Exterior Wall materials and siding. Exposed aggregate, fieldstone, boulders, split rock, concrete or cinder block, or aggregate panels shall not be permitted. Vertical or horizontal board and batten or shingles shall not be permitted unless they are aesthetically acceptable and compatible with the style of the building and nearby buildings. Repair or replacement of exterior materials and siding shall fully comply with SOI Standards in Attachment A. Where more than one layer of siding exists on the building, all layers except the first must be removed before new siding is applied. If insulation is applied under the new siding, all trim must be built up so that it projects from the new siding to the same extent it did with the original siding.
 - c. Mortar joints. The masonry wall shall appear visually as masonry. In restoration, care should be taken not to damage the brick, thereby creating larger joints than were original to the specific building. No exaggerated, uneven or oddly-colored mortar joints should be used. Mortar joints shall duplicate the original in width and joint profile.
 - d. Glazing. Clear glazing material shall be used. No mirror glass shall be permitted. Glass blocks are out of character and inappropriate. Glazing shall be replaced in kind.
- (4) *Cleaning and painting.*

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- a. Building shall be cleaned with the gentlest method possible to accomplish the task, therefore sandblasting or other abrasive techniques are not permitted on brick or soft stone surfaces.
 - b. Masonry buildings which have never been painted shall not be painted unless authorized by the commission.
 - c. Painting can define and accent architectural features and improve the general overall appearance of the building. An appropriate color scheme is one of the most important factors to be aware of when restoring the exterior of a building. Every effort should be made to determine the "original" color. New paint schemes for affected properties within the Washington Avenue Historic Preservation District must receive a certificate of appropriateness.

Sec. 15-1-15 Requirements for new construction and additions in the Washington Avenue Historic Preservation District and at designated historic properties elsewhere in the city.

- (a) *Purpose.* The purpose of this section is to establish requirements to ensure architectural compatibility and protect and preserve historic buildings in the Historic Preservation Overlay District and elsewhere in the city.
- (b) *Applicability.* This Section shall apply to the construction of new buildings and additions in the Washington Avenue Historic Preservation District and at designated historic properties elsewhere in the city.
- (c) *Specific guidelines for new construction and additions.*
 - (1) *General.* New buildings shall correspond in height, width, proportion, relationship to street, roof forms, composition, rhythm, proportion of openings, materials and color to the existing buildings in the district. Plans should show building elevations to either side and must show the compatible scale. Additions and exterior alterations that are not visible from any street contiguous to the lot lines upon which the building or structure is located may be approved by the landmark commission if their design is compatible with the scale of the existing building and, further, if the materials used are compatible with the existing materials in texture, color, and architectural details. Additions and alterations shall harmonize with the architectural design of the building rather than contrast with it. New additions shall fully comply with SOI Standards.
 - (2) *Height.* Floor heights on main facades shall appear visually in proportion to those of adjoining buildings. There should be no more than one story difference between a new building and those on either side.
 - (3) *Width.* New buildings shall reflect the characteristic rhythm of facades along the street. If the site is large, the mass of the facade can be broken into a number of smaller bays.
 - (4) *Proportion.* The characteristic proportion (relationship between height and width) of existing facades shall be maintained.
 - (5) *Relationship to street.* Residential-type buildings shall be built set back from the street with side yards. Business-type buildings should be closer to the lot lines with less setback (see Zoning Code).
 - (6) *Roof shapes.* See section 15-1-14(d)(2)e.
 - (7) *Materials.* New construction in the Washington Avenue Historic Preservation District should be composed of materials which complement adjacent and nearby facades. New buildings should not contract sharply with existing nearby buildings. For illustrative purposes, examples of architectural styles which would tend to have elements which are incompatible with Cedarburg's historic styles (found in nearby facades) include (with no attempt to be inclusive) Spanish Mission, Colonial, Scandinavian Modern, Bavarian and French Provincial.
 - a. In this district, masonry (brick or stone) facing should normally be used. Brick should be of standard size 8" x 2-1/3" x 4" and of even coloration. Exposed aggregate, fieldstone, boulders, split rock, concrete or cinder block, aggregate panels, aluminum, steel or vinyl siding should not be permitted.

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- Vertical or horizontal board or batten, shingles, or clapboards shall be permitted only if aesthetically acceptable.
- b. Mortar joints. Masonry walls should appear visually as masonry—not as permitted. Black mortar or other mortar which contrasts with the masonry shall not be used.
 - c. Glazing. Clear or slightly tinted glass or polymeric glazing materials should be used. No mirror glass, deeply-smoked glass or glass blocks shall be permitted.
 - d. Color. Colors chosen for new construction shall correspond to those neighboring buildings within the block or the District.
- (d) *Conflict with other codes.* These guidelines shall not conflict with state building codes or energy conservation codes.

(Ord. No. 2015-02; Ord. No. 2025-19, § I(Exh. D), 3-31-25)

Sec. 15-1-16 Severability.

Should any section, clause or provision of this chapter be declared by any court to be unconstitutional or invalid for any reason, such declaration shall not affect the validity of the chapter as a whole or nor any part thereof other than the part so decided to be unconstitutional or invalid. All chapters or ordinances contravening the provisions of this chapter are hereby repealed. This chapter shall take effect and be in force from and after its passage and publication.

Sec. 15-1-17 Definitions.

- (a) For the purpose of this chapter, certain terms, phrases and words and their derivatives shall be construed as set out in this chapter. Words used in the singular include the plural, and the plural, the singular. Words used in the masculine gender include the feminine, and the feminine, the masculine.

Accessory object. Objects constructed by man which enhance the cityscape by serving as amenities (i.e., fountains, cemetery monuments, statues and works of art).

Addition. New construction performed on a dwelling which increases the outside dimensions of the dwelling.

Alley. Any open public space or thoroughfare less than 30 feet but not less than ten feet in width which has been deeded to the public for public use.

Alteration. A substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling or in the exterior architectural features of any historic structure or structure within a historic district or on a landmark site.

Approved. As to materials and types of construction, refers to approval by the building inspector as the result of investigation and tests conducted by the inspector, or by reason of accepted principles or tests by national authorities, technical or scientific organizations.

Attachment A. A Publication titled "Wisconsin Preservation Information - Guidelines for Planning Historic Preservation Tax Credit Projects - Wisconsin Supplement to the Secretary of the Interior's Standards for Rehabilitation.

Attic or attic story. Any story situated wholly or partly in the roof, so designated, arranged or built as to be used for business, storage or habitation.

Basement. That floor of any structure located predominately below the average adjoining lot grade.

Bay window. A rectangular, curved or polygonal window extending beyond the main wall of the building.

Bearing wall. A wall of which any portion supports a load other than its own weight.

Building. Any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind; and when separated by a fire wall, each portion of such building so separated shall be deemed a separate building.

Certificate of appropriateness. A certificate issued by the landmarks commission approving a proposed change, alteration or demolition of buildings, structures, or accessory objects, and any additions or new buildings to assure compatibility with the historic character of a building and/or its neighborhood.

Commission. The landmarks commission of the City of Cedarburg.

Curtain wall. A nonbearing wall between columns or piers which is more than one story or 18 times its thickness in height.

Dead load in a building includes the weight of the walls, permanent partitions, framing, floors, roofs and all other permanent, stationary construction forming a part of the building.

Demolition. The substantial deterioration or complete or substantial removal or destruction of any historic building, structure, fence or accessory object which is located within a historic district or on a landmark site.

Department. The department of Department of Safety and Professional Services.

Exposed basement. Any basement where part of the foundation wall is exposed or stepped down, such that a consistent yard grade is not maintained around the foundation perimeter.

Existing building is a building already erected or one for which a legal permit has been issued prior to the adoption of this chapter.

Exterior architectural features. The general architectural arrangement of such portion of the exterior of any building or structure as is designed to be viewed from a public way, including but not limited to the kind, color, and texture of the building material, the type and design of all windows, doors, lights, signs and other fixtures appurtenant to such exterior.

Exterior walls. Outer walls or vertical enclosure of a building other than a party wall.

Family is one person living alone or a group of two or more persons living and cooking together on the premises as a small housekeeping unit.

Fences. A wooden, masonry or metal structure intended to enclose an open space for purposes of security, confinement, or aesthetic ornamentation.

Fire separation wall. A wall of masonry or reinforced concrete which subdivides a building to restrict the spread of fire, but is not necessarily continuous through all stories or extended through the roof.

Fire wall. A wall of masonry or reinforced concrete which subdivides a building to prevent the spread of fire by starting at the foundation and extending continuously through all stories to and above the roof.

Floor area is the area inside the exterior or fire walls of a building, exclusive of vent shafts and courts.

Footing is the spreading course at the base or bottom of a foundation wall, column or pier.

Foundation is the structure, including masonry walls, piers, footing, piles, grillage and similar construction which is designed to transmit the load of any superimposed structure to natural soil or bedrock.

Front of lot means the front boundary line of lot bordering on the street and in the case of a corner lot may be either frontage.

Grade. The finished yard grade at the building pad as established on the approved subdivision master grading plan on file in the office of the city engineer. Where no such plan exists, the city engineer shall set the grade, taking into consideration the elevation of adjacent streets, building structures, utilities, and drainage.

HPD. "Historic Preservation District." A zoning district that contains improvements which: 1) have a special character or special historical significance or value; 2) represent one or more periods or one or more eras in the history of the city; and 3) cause such area, by reason of such factors, to constitute a distinct section of the city.

Height of building is the vertical distance from the "grade" to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

Historic properties means any building, structure, object, district, area or site, whether on or beneath the surface of land or water, that is significant in the history, prehistory, architecture, archaeology or culture of this state, its rural and urban communities or the nation.

Improvement. Any place, structure, building, fixture or object which in whole or in part constitute an exterior betterment, adornment or enhancement of any real property.

Interior wall. A wall which is entirely enclosed by the exterior walls of the building.

Landmark. Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state, or nation and which has been designated a landmark pursuant to the provisions of this chapter. (See also "site.")

Lintel is the beam or girder placed over an opening in a wall and which supports the wall construction above.

Live loads are all imposed, fixed or transient loads other than "dead loads."

Lumber sizes and grades whenever used in this chapter shall mean nominal sizes. The actual sizes shall not be less than the size specified by the American Lumber Standards Committee. All grades shall be determined using American Lumber Standards as a base.

Maintenance. Work intended to repair or replace any part of any improvement, to correct any deterioration or decay of or any damage to such improvement or any part thereof and to restore same, as nearly as practicable, to its condition prior to the occurrence of such deterioration, decay or damage.

Masonry is that form of construction composed of monolithic concrete or of tone, brick, concrete, gypsum, hollow clay tile, concrete blocks or tile, or other similar solid or hollow incombustible building units or materials, or a combination of these materials laid up unit by unit and set in approved mortar.

Masonry (built-up). That form of construction composed of stone, brick, gypsum, hollow clay tile, concrete blocks or other similar solid or hollow incombustible building units or materials or a combination of these materials laid up unit by unit and set in approved mortar.

Masonry (monolithic). A homogeneous mass of inert materials mixed with a Portland cement and constructed in one continuous operation.

Masonry (solid). Masonry without hollow spaces.

Measured drawing. An architectural drawing of an existing building or structure measured and drawn to scale.

Minor repair. Repair performed for maintenance or replacement purposes on any existing one or two family building which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exists, fire protection or exterior aesthetic appearance, and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.

Nonbearing wall. A wall which supports no load other than its own weight.

Municipality means the City of Cedarburg.

One- or two-family dwelling. A building structure which contains one or two separate households intended to be used as a home, residence of sleeping place by an individual or by two or more individuals maintaining a common household, to the exclusion of all others.

Panel wall. A nonbearing wall built between columns or piers and wholly supported at each story.

Parapet wall. That part of any wall entirely above the roof line.

Party wall. A wall used or adapted for joint service between two buildings.

Person. An individual, partnership, firm or corporation.

Portland cement mortar is approved cement mortar which consists of not less than one part of Portland cement putty to three part of approved sand, or equal, aggregate.

Portland cement putty is Portland cement with a mixture of not more than 50 percent of approved lime putty.

Rehabilitation. The process of improving property through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which have significant historic, architectural and cultural value.

Repair. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance. The words "repair" or "repairs" shall not apply to any alteration.

Restoration. The process of bringing a property back to its original or unimpaired state. Authenticity of a restoration would require the removal of incompatible exterior elements and the repair or replacement of damaged or deteriorated elements with exact replicas of the same design, dimensions, and materials.

Retaining wall. Any wall used to resist the lateral displacement of any material.

Shaft. A vertical opening through one or more floors of a building for elevators, dumbwaiter, light, ventilation or similar purposes.

Shall as used in this chapter is mandatory.

Site. Any parcel of land of historic significance due to a substantial value in tracing the history of aboriginal man, or upon which a historic event has occurred, and which has been designated as a landmark site under this section; or an improvement parcel, or part thereof, on which is situated a landmark and any abutting parcel, or part thereof, used as and constituting part of the premises on which the landmark is situated.

SOI standards. Secretary of the Interior's Standards for Restoration and/or Standards for Rehabilitation.

Stairway. By a stairway is meant one or more flights of steps and the necessary platforms connecting them to form a continuous passage from one level to another.

Structure. Any construction erected by man intended for shelter, as well as bridges, flag poles, street clocks, and street signs.

- a. *Altered historic building.* A building which conforms in age, size, height, material and character to others in the area but which has undergone stylistic modification. Restoration or rehabilitation in keeping with or sympathetic to the original architectural style shall be permitted. A Certificate of Appropriateness is required for any action.
- b. *Intact building.* A building which still retains its original appearance. It requires routine maintenance in conformity with the existing design to keep it in a satisfactory state of preservation. A Certificate of Appropriateness is required for any action.
- c. *Intrusion building.* A building which does not conform to the general character of the district in architectural style, size, height, texture and material. It should remain until it is no longer useful, and eventually should be remodeled or replaced with a more compatible building. (See guidelines for new construction.) A Certificate of Appropriateness is required for any action.

Structure is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Uniform Dwelling Code. Those Administrative Code provisions and any future amendments, revisions or modifications thereto, contained in the following chapters of the Wisconsin Administrative Code:

Wis. Adm. Code Chapter SPS 320 — Administration and Enforcement

Wis. Adm. Code Chapter SPS 321 — Construction Standards

Wis. Adm. Code Chapter SPS 322 — Energy Conservation Standards

Wis. Adm. Code Chapter SPS 323 — Heating, Ventilating and Air Conditioning Standards

Wis. Adm. Code Chapter SPS 324 — Electrical Standards

Wis. Adm. Code Chapter SPS 325 — Plumbing and Potable Water Standards

Veneer is the outer facing of brick, stone, concrete or tile attached to an enclosing wall for the purpose of providing ornamentation, protection or insulation which cannot be considered as adding to the strength of the walls.

Window well. A below ground opening immediately adjacent to the basement foundation wall of a structure, for the purpose of providing light, ventilation, or emergency ingress/egress to the basement of the structure.

(Ord. No. 2015-02; Ord. No. 2025-19, § I(Exh. D), 3-31-25)

ATTACHMENT A

SUMMARY OF SOI STANDARDS * USED FOR THE RESTORATION, REHABILITATION AND MAINTENANCE OF CEDARBURG'S HISTORIC BUILDINGS AND THEIR ADDITIONS AND OTHER EXISTING OR NEW BUILDINGS IN THE WASHINGTON AVENUE HISTORIC PRESERVATION DISTRICT

1	Awnings	Fabric preferred, no vinyl or metal.
2	Gutters & downspouts	Replace with size and style to match original.
3	Mortar joints	See SOI standards for color, width and bag mix.
4	Paint colors	Body and trim per approval by Landmarks Commission.
5	Roofing	If wood, preferred replacement is wood or 3-tab shingles resembling weathered wood. No artificially rustic wood, asphalt or fiberglass that tries to look like wood. Anything else requires approval by the Landmarks Commission.
6	Slate or tile roofing	Repair is preferred or replace with similar appearing 3-tab shingles.
7	Siding	If wood, replace with identical wood siding is preferred. Cement siding is acceptable but should match size and appearance of wood on buildings or additions where some or all siding is being replaced. Aluminum or vinyl not acceptable.
8	Building Fronts	Avoid major changes in appearance and minimal changes in materials and color.
9	Windows	Repair of existing is preferred. Any replacements must duplicate the original windows in appearance, proportions and have true muntins. Wood is preferred. Aluminum clad approvable by Landmarks Commission if an exact match for originals being replaced. No metallic appearance. Clear or low-tint glass required. Vinyl not permitted.
10	Storm Windows	See SOI Standards
11	Window Frames	Wood preferred, can be metal-covered with proper finish.
12	Window Patterns	No change on primary facades. Minor changes on side and rear facades acceptable.
13	Parking Lots and Sitework	See SOI Standards

* For details, refer to the current Secretary of the Interior's Standards for Restoration and/or Standards for Rehabilitation as described in "Preservation Briefs" published by the National Park Service and available at their website.

(b) ARTICLE B ELECTRICAL CODE

Sec. 15-1-30 State Electrical Code adopted.

- (a) Wisconsin Administrative Code Chapter SPS 324 is hereby adopted by reference, along with the National Electrical Code (NEC) and made a part of this chapter and shall apply to the construction and inspection of new one- and two-family dwellings and additions or modifications to existing one- and two-family dwellings.
- (b) Wisconsin Administrative Code Chapter SPS 316 is hereby adopted by reference and made a part of this Chapter and shall apply to all buildings, except those covered in subsection (a) above.

(Ord. No. 2019-12, 8-12-19)

Sec. 15-1-31 Electrical inspector.

- (a) *Duties.* It shall be the duty of the electrical inspector to enforce the provisions of this article. Complete records of all permits issued and inspection made and other official work performed under the provisions of this Electrical Code shall be kept so arranged as to afford prompt information concerning electrical installations. The electrical inspector shall have the same powers in enforcing the provisions of the city Electrical Code as set forth in article A of this chapter for building inspectors whenever applicable.
- (b) *Right of access to buildings.* The electrical inspector or his assistants shall have the right during reasonable hours to enter any public or private buildings or premises in the discharge of his official duties or for the purpose of making any inspection or test of the electrical wires or appliances contained therein. He shall be given prompt access to any premises upon notification to the proper authority.
- (c) *Authority to discontinue electrical operations.* The electrical inspector shall have the authority to cause the turning off of all electrical currents to any equipment which he shall find to be in an unsafe condition and cut or discontinue electrical service in case of emergency and where such electrical currents are dangerous to life or property or may interfere with the work of the fire department. No person, firm or corporation shall reconnect any equipment thus cut off until written permission is given by the electrical inspector.
- (d) *Periodic inspection.* The electrical inspector periodically may make inspection and thorough examinations of all the electrical wires and appliances installed with the City of Cedarburg and when such wires and appliances are found to be in a dangerous or unsafe condition he shall notify the person, firm or corporation owning, using, operating or installing the same to place them in a safe condition. Any person, firm or corporation failing or refusing to make the necessary repairs or changes, and have such completed within 15 days after the receipt of such notice shall be subject to a forfeiture as prescribed in this chapter. The electrical inspector is hereby empowered with authority to order the discontinuance of electrical service to such defective wires or equipment until they have been repaired, removed or changed as directed by the electrical inspector, subject to the limitations of this chapter.

Sec. 15-1-32. Reserved.

Editor's note(s)—Ord. No. 2020-01, § 1, adopted Jan. 13, 2020, repealed § 15-1-32, which pertained to licenses for electricians.

Sec. 15-1-33 Permits for electrical work.

- (a) *Permits.* The Electrical Inspector shall issue permits for the execution of electrical installations for light, heat or power upon the filing of proper application which shall be made on forms furnished by the Inspector and shall prescribe the nature of the work as well as such other information as may be required for inspection. In no case shall any electrical work be done unless a permit has been obtained and service location approved by the manager of the Light and Water Commission.

(b) *Exemptions.*

- (1) Any person manufacturing or requiring electrical apparatus and equipment and employing a competent electrician shall not be required to have a permit for his or its testing equipment.
- (2) No permit shall be required for minor repair work such as repairing drop cords, flush and snap switches, replacing fuses, changing lamp sockets.
- (3) No permits shall be required for repairs made necessary for the proper maintenance of an existing installation

(c) *Temporary work.* On applying for permit for temporary work, a specified period of time for which such wiring is to remain in service must be stated. Service shall be put off at the end of this period and shall not again be connected without written permission from the Electrical Inspector. For buildings where conduit wiring is required special permits for temporary work may be granted by the Electrical Inspector for the installation of open work and exposed wiring, lights, power for building operations, display, decorative lighting, etc., for use for a limited period subject to discontinuance and complete removal at expiration and to condemnation and revocation within such period.

(d) *Fees.* Fees for permits for electrical installation shall be found in Section 5-1-101.

(e) *Reinspections.* Where additional inspections are made necessary by reason of neglect to make corrections in work found faulty, defective or incomplete at the expiration of the time limit set for the reinspection as specified in notice duly served, the inspection fee shall be as provided in Section 15-1-101 for each reinspection.

(f) *Fee exemption.* No permit fee shall be required for a permit issued for overhauling existing installations or replacing work condemned by the Electrical Inspector. However, a permit shall be procured before starting work.

(g) *Double fees.* If the licensee fails to obtain a permit before work on the electrical installation has been started, except in emergency cases, the total fees for such permit shall be double the fees required. No further permits are to be issued to any licensee until all arrears in fees have been paid and all lawful orders of the Electrical Inspector shall have been complied with.

(h) *Municipal electrical work.* No permit fee shall be required for a permit issued to a licensee for doing any electrical work on or in any building owned by the City. A permit, however, must be procured before the commencement of any work in such building.

(Ord. No. 2020-01, § 1, 1-1320)

Sec. 15-1-34. Reserved.

Editor's note(s)—Ord. No. 2020-01, § 1, adopted Jan. 13, 2020, repealed § 15-1-34, which pertained to construction requirements, and derived from Ord. No. 94-09.

Sec. 15-1-35 Inspection.

Upon the completion of the wiring on any building or before any wiring is to be hidden from view, the person doing the same shall notify the electrical inspector who shall inspect the installation within 48 hours of the time such notice is received. If, upon inspection, it is found that such installation is fully in compliance with this Electrical Code and does not constitute a hazard to life or property, the inspector shall approve the same and authorize concealment of such wiring or connection for electrical service. If the installation is incomplete or not strictly in accordance with this Electrical Code, the Inspector shall issue orders to the person installing the same to remove all hazards and make the necessary changes or additions within ten days. Concealment of electrical work before inspection or failure to comply with the order of the electrical inspector shall constitute an offense punishable in accordance with the provisions of this Electrical Code.

Sec. 15-1-36 Certificate of inspection.

Current shall not be turned on in any electrical installation until a certificate of inspection has been issued by the electrical inspector. However, in occupied buildings the building inspector may authorize the installation of meters for electric service after wiring has been inspected and approved.

Sec. 15-1-37 Interference with radio or television reception.

No one shall maintain, use or operate any apparatus or device, whether electrical, mechanical or of any other sort which causes electrostatic or electromagnetic waves to radiate so as to interfere with radio or television reception within the city, without equipping such apparatus or device so far as it is reasonably possible with filters, condensers, shields and grounds and all such other apparatus as tends to reduce such interference.

Secs. 15-1-38—15-1-49 Reserved.

(c) ARTICLE C PLUMBING CODE

Sec. 15-1-50 State Plumbing Code adopted.

The provisions and regulations of Wis. Stats. ch. 145 and Wis. Adm. Code Chs. SPS 381 through 387 are hereby made a part of this chapter by reference and shall extend over and govern the installation of all plumbing installed, altered or repaired in the city. Any further amendments, revisions and modification of said Wisconsin Statutes and Administrative Code incorporated herein are intended to be made part of this chapter. Where requirements of the state codes and the provisions of this chapter conflict, the stricter requirements shall govern.

Sec. 15-1-51 Definitions.

Plumbing for the purpose of the City Plumbing Code shall mean:

- (a) All piping, fixtures, appliances and appurtenances in connection with the water supply and drainage system within a building and to a point from three to five feet outside of the building;
- (b) The construction and connection of any drain or waste pipe carrying domestic sewage, storm water or industrial waste from a point within three feet outside of the foundation walls of any building with the sewer service lateral at the curb or other disposal terminal, including private domestic sewerage treatment and disposal systems and the alteration on or repair of any such systems, drain or water pipe, except minor repairs to faucets, valves, pipes, appliances, and removing of stoppages;
- (c) The water service piping from a point within three to five feet outside of the foundation wall of any building to the main in the street, alley or other terminal and the connecting of domestic hot water storage tanks, water softeners, and water heaters with the water supply system;
- (d) The water supply piping and plumbing appliance including the water pressure system other than municipal systems as provided in the Wisconsin Statutes; or
- (e) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement, and to prevent, with a margin of safety, unequal air pressures of such force as might force or blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape to the building.

Sec. 15-1-52 Plumbing permits.

- (a) *Permit.* No plumbing shall be done in the city except, in case of repairing leaks or stoppages, without a permit issued by the plumbing inspector and the paying of the proper fees as hereinafter required. The

applicant for a plumbing permit shall file with the plumbing inspector when necessary, a plan and application showing in detail the work to be done. Before the inspector shall issue such permit, the plumbing inspector shall approve the application so filed with the plumbing inspector and issue to the applicant a statement showing the fees to be paid for such permit, which statement shall be filed with the city treasurer, and the fees therein indicated, paid to said city treasurer who shall issue a receipt therefore. Upon presentation to the plumbing inspector of all the receipts of the city treasurer, showing the payment of all legal fees, the plumbing inspector shall thereupon issue his permit for the work set forth in the application.

- (b) *Reinspections.* Where additional inspections are made necessary by reason of neglect to make corrections in work found faulty, defective or incomplete at the expiration of the time limit set for the reinspection as specified in notice duly served, the inspection fee shall be as provided in section 15-1-101 for each reinspection.
- (c) *Fee exemption.* No permit fee shall be required for a permit issued for overhauling existing installations or replacing work condemned by the plumbing inspector. However, a permit shall be procured before starting work.
- (d) *Municipal plumbing work.* No permit fee shall be required for a permit issued to a licensee for doing any plumbing work on or in any building owned by the city. A permit, however, must be procured before the commencement of any work in such building.
- (e) *Fees.* Fees for permits for plumbing installation shall be found in section 15-1-101.

(Ord. No. 2023-21, § 1, 10-9-23)

Sec. 15-1-53 Bond or certificate of insurance.

No permit for plumbing shall be granted unless the applicant therefor shall have filed with the city clerk a bond in the penal sum of \$1,000.00 or, in lieu of said bond, a certificate of insurance in any insurance company licensed to do business in the State of Wisconsin, the insurance policy to specifically provide for the indemnification of the city pursuant to the provisions of this chapter and also to provide for a ten day notice to the city clerk in the event of cancellation, such bond or certificate of insurance to be approved by the public works commission as to sufficiency or sureties, or insurers, and by the city attorney as to form and execution, conditioned that the applicant will indemnify and save harmless the city and its officers and agents against any and all injuries and damages resulting or arising from the performance of any work for which the permit is issued or from the performance by the applicant or his agents of any work incidental to or connected with such work, and that the applicant shall pay all judgments, costs and charges that may be recovered against the city or any of its officers or agents by reason of the performance of said work or in consequence of any act done by such applicant or his agents pursuant to said permit, and that the applicant will restore any street, alley or public grounds in which he makes any openings or excavations to the condition in which such street, alley or public ground was in immediately prior to such opening or excavation and will keep and maintain the part of such street, alley or public ground so restored in good condition to the satisfaction of the board of public works for a period of six months after such restoration. The bond or certificate of insurance shall cover all work done under any permits during the calendar year in which the bond or certificate of insurance is filed.

Sec. 15-1-54 Report of existing unsanitary installation.

Whenever it shall be reported to the health officer by the plumbing inspector that the plumbing in any building is contrary to the ordinances of the city or is of faulty construction and liable to breed disease or sickness or is a menace to health, or when, upon complaint made to the health officer by any person that the plumbing in any building is defective as aforesaid, such officer shall direct the plumbing inspector to examine all the plumbing in such building and report his findings, in writing, to the health officer suggesting such changes as are necessary to put the same in proper sanitary condition. The health officer thereupon shall direct such changes to be made as he deems necessary and fix the time for doing the same.

Sec. 15-1-55 Authority to enter premises.

The plumbing inspector may, at all reasonable times, for the proper purpose enter upon the private or public premises and make inspection thereof and may require of any person doing plumbing or drainlaying work the production of the license and permit therefor. No person shall obstruct any lawful exercise of authority by the plumbing inspector.

Sec. 15-1-56 Notice for inspection.

- (a) Whenever any work is ready for inspection, the plumbing inspector shall be notified by the plumber in charge or the person receiving the permit. Unless otherwise especially permitted by the inspector, all work shall be left uncovered for examination until examined and approved by the inspector.
- (b) The plumber in charge or the owner shall make such arrangements as will enable the inspector to reach all parts of the building readily and shall have present the proper apparatus and appliances for making the tests and shall furnish all materials and shall perform all labor in making such tests as required by the plumbing inspector and the State Plumbing Code.

Sec. 15-1-57 Record of drain junctions.

The plumbing inspector shall keep a record of all sewer connections and make maps showing locations of the same, position of all house drains, connections, junctions and other data necessary for the efficient services of his department.

Sec. 15-1-58 Defective or inferior pipe prohibited.

No person shall lay and connect with any public sewer a pipe that is cracked, damaged or of inferior make or quality. Should any property owner or agent thereof furnish a pipe of an inferior make or quality for laying the same to connect with a public sewer, the plumber shall refuse to lay and connect with the same and immediately shall notify the plumbing inspector or the director of public works of all the circumstances connected therewith in writing.

Sec. 15-1-59 Drains' ends and connections guarded.

The ends of all sewer and drain pipes not immediately connected shall be securely closed so as to prevent the introduction of sand or earth. Where the end of the sewer or drain pipe is connected with a temporary catch basin for draining the foundation during the erection of any buildings, or for other purposes, the drainlayer shall guard the same against the introduction therein of sand or earth.

Sec. 15-1-60 Catch basins and receptacles.

All sewer and drain pipes that must be left open to drain cellars, area, yards, gardens or other places must be connected with suitable catch basins of brick, vitrified cement pipe, concrete or other suitable substances, the bottom of which must not be less than two and one-half feet below the bottom of the outlet pipe. Every such catch basin or receptacle must be placed inside the lot line or lots to be drained and be properly trapped.

Sec. 15-1-61 Old pipe or drain.

Whenever necessary to disturb a drain or sewer in actual use, the same shall not be obstructed or disconnected without special permission of the plumbing inspector, and it shall be unlawful to make any new connections with or extensions to any old drain without permission of the plumbing inspector.

Sec. 15-1-62 Drain when constructed.

Where the courses of any sewer or drain are obstructed by water, gas, steam or other pipes or conduits, the question of passing over or under such obstruction or the raising or lowering thereof so as to permit the construction and installation of the sewer or drain shall be determined by the director of public works or plumbing inspector.

Sec. 15-1-63 Permit to connect during freezing weather.

No openings in the streets for making connection with a main sewer will be permitted when the ground is frozen, except when, in the judgment of the director of public works, such connection is absolutely necessary, and if such permission is granted, the work shall be done as directed by the granting of such permit.

Sec. 15-1-64 Protect pipes against frost, injury or settling.

All water, sewer, drain, gas conduits or other piping must be protected from injury, frost or settling to the satisfaction of the plumbing inspector.

Sec. 15-1-65 Protect sewers and drains.

No person shall permit any earth, sand or other solid material to enter into any main sewer during the progress of any work in laying drains or sewers, making alterations, extensions or repairs to the same, or in connecting such drain or sewers with the main sewers of the city.

Sec. 15-1-66 Drains conveying industrial waste.

No person shall connect any factory, brewery, distillery, stockyard, slaughterhouse, tannery or other building or establishment by any drain or sewer with the main sewer through which it is intended or designed to discharge any offal, garbage, filth or other solid refuse, or through which substances may be discharged into the main sewer unless such installations are provided with an adequate intercepting appliance.

Sec. 15-1-67 Drains discharging obnoxious liquids.

No person shall connect any premises with any drain or sewer entering into any main sewer through which any obnoxious, explosive or odorous or unhealthful liquids or substances may be discharged into the main public sewers. Rain and surface water shall be excluded from the sanitary sewers of the city.

Sec. 15-1-68 Intentionally, willfully or maliciously injuring or drainage.

No person shall intentionally, willfully or maliciously injure or obstruct any sewer, house drain, cesspool, catch basin or any plumbing fixtures or apparatus, pipes or other parts of any plumbing in actual use, or any sewer, water or gas pipe or any parts or apparatus connected therewith, laid or constructed in the streets, alleys or other public places or under any sidewalks of the city.

Sec. 15-1-69 Draining of roof water into sanitary sewers.

No person shall permit rain water, surface water, underground water, spring water or other clear water from the roof of any building, from cistern overflows, building foundation drains or other methods to drain into the sanitary sewer systems of the city. All new construction must so waterproof exterior subgrade walls as to prevent infiltration of surface water into the sanitary sewer system.

Sec. 15-1-70 Draining of roof water into storm sewers.

No person shall permit rain water from the roof of any building now under construction or any building to be constructed hereafter in any area within the city where storm sewer laterals are installed except through a rain water conductor or pipe connecting the storm sewer system of said city.

Secs. 15-1-71—15-1-99 Reserved.

(d) ARTICLE D PENALTIES AND FEES

Sec. 15-1-100 Penalties and violations.

- (a) Any building or structure hereafter erected, enlarged, altered or repaired, or any use hereafter established, or any plumbing, heating and ventilating or electrical work regulated by this chapter, in violation of the provisions of this chapter shall be deemed an unlawful building, structure or use. The appropriate inspector shall promptly report all such violations to the common council and city attorney, who shall bring an action to enjoin the erection, enlargement, alteration, repair or moving of such building or structure or the establishment of such use, or to cause such building, structure or use to be removed and may also be subject to a penalty as provided in general penalty provisions of this Code of Ordinances. In any such action, the fact that a permit was issued shall not constitute a defense, nor shall any error, oversight or dereliction of duty on the part of the pertinent inspector constitute a defense. Compliance with the provisions of this chapter may also be enforced by injunctive order at the suit of the owner or owners of any real estate within the jurisdiction of this chapter.
- (b)
 - (1) If an inspection reveals a noncompliance with this chapter or the Uniform Dwelling Code, the pertinent inspector shall notify the applicant and the owner, in writing, of the violation to be corrected. All cited violations shall be corrected within 30 days after written notification unless an extension of time is granted pursuant to section SPS 320.10(1)(c), Wis. Adm. Code.
 - (2) If, after written notification, the violation is not corrected within 30 days, a stop-work order may be served on the owner or his representative and a copy thereof shall be posted at the construction site. Such stop-work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been supplied that the cited violation has been corrected.
 - (3) Each day each violation continues after the 30 day written notice period has run shall constitute a separate offense. Nothing in this chapter shall preclude the city from maintaining any appropriate action to prevent or remove a violation of any provision of this chapter or the Uniform Dwelling Code.
 - (4) If any construction or work governed by the provisions of this chapter or the Uniform Dwelling Code is commenced prior to the issuance of a permit, double fees shall be charged.
- (c) Any person feeling aggrieved by an order or a determination of a city building, plumbing or electrical inspector may appeal from such order or determination to the board of appeals. Those procedures customarily used to effectuate an appeal to the board of appeals shall apply.
- (d) Except as may otherwise be provided by the State Statute or this chapter, no officer, agent or employee of the city charged with the enforcement of this chapter shall render himself personally liable for any damage that may accrue to person or property as a result of any act required or permitted in the discharge of his duties under this chapter. Any suit brought against any officer, agent, or employee of the city, as a result of any act required or permitted in the discharge of his duties under this chapter, shall be defended by the legal representative of the city until the final determination of the proceedings therein.

SECTION 4. Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this ordinance.

SECTION 5. 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 13th day of July, 2026.

Patricia Thome, Mayor

Attest:

Jessica Campolo, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: E.

TITLE:

Discussion and possible action on Ordinance 2026-15, amending Sec. 9-2-12 Sand and grease trap installations.

ISSUE SUMMARY:

Staff is requesting approval to revise Section 9-2-12 of the City Code relating to sand and grease trap installations. The proposed revisions remove the phrase "in excessive amounts" and add a reference to Wisconsin State Plumbing Code SPS 382.34 to align the City's ordinance with current state plumbing code requirements and improve enforcement.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Public Works and Sewerage Commission approved on 7-9-2026.

BUDGETARY IMPACT:

ATTACHMENTS:

1. Proposed Revisions to City Code Section 9-2-12 Sand and Grease Trap Installations
2. SPS 382.34
3. Ord 2026-15 Grease Trap Installations

INITIATED/REQUESTED BY:

Craig Obry

FOR MORE INFORMATION CONTACT:

Craig Obry, Water Recycling Center Superintendent

Sec. 9-2-12 Sand and grease trap installations.

Grease, oil, and sand interceptors shall be provided at restaurants, repair garages, gasoline, stations, car washes and other industrial or commercial establishments for the proper handling of liquid wastes containing grease **in excessive amounts**, oil, flammable wastes, sand and other harmful ingredients **in accordance with Wisconsin state plumbing code SPS 382.34**. All interceptors shall be constructed in accordance with the Wisconsin Plumbing Code and shall be located as to be readily and easily accessible for any cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuous, efficient operation at all times.

Proposed Revisions to City Code**Sec. 9-2-12 Sand and grease trap installations.**

Grease, oil, and sand interceptors shall be provided at restaurants, repair garages, gasoline, stations, car washes and other industrial or commercial establishments for the proper handling of liquid wastes containing grease, oil, flammable wastes, sand and other harmful ingredients in accordance with Wisconsin state plumbing code SPS 382.34. All interceptors shall be constructed in accordance with the Wisconsin Plumbing Code and shall be located as to be readily and easily accessible for any cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuous, efficient operation at all times.

(10) **WATER TREATMENT DEVICES.** (a) The waste discharge of a water treatment device to the drain system shall be protected in accordance with s. SPS 382.41 with respect to cross connection control.

(b) The indirect waste piping or tubing from a water treatment device shall be of a material conforming to one or more of the standards listed in Tables 384.30-8 or 384.30-11.

Note: For appliances, devices and equipment not included in this section or other sections contact the department for information and proposed installation review.

History: Cr. Register, February, 1985, No. 350, eff. 3-1-85; r. and recr. Table 82.33-1 and (9) (g) 5., cr. (8) (c) 3., (9) (g) 6. and (k), Register, May, 1988, No. 389, eff. 6-1-88; r. and recr., (3), am. (9) (c) 1. a., (d) 2. and (g) 4., Register, August, 1991, No. 428, eff. 9-1-91; am. (8) (d) 1., 2. and (9) (g) 3. b., r. (9) (k), cr. (10), Register, February, 1994, No. 458, eff. 3-1-94; correction in (9) (i) 5., made under s. 13.93 (2m) (b) 7., Stats., Register, February, 1994, No. 458; r. and recr. (9) (f), Register, April, 1998, No. 508, eff. 5-1-98; correction in (9) (i) 5. made under s. 13.93 (2m) (b) 7., Stats., Register, April, 1998, No. 508; r. and recr. (9) (i), cr. Table 82.33-3, Register, December, 2000, No. 540, eff. 1-1-01; CR 02-002: am. (5) (a) 2., (7) (b), (9) (c) 1. b., (c), (g) 6., renum. (8) (a) 1., (9) (a) 2. and (10) to be (8) (a), (9) (a) 2. a. and (10) (a) and am. (9) (a) 2. a., r. (8) (a) 2., r. and recr. (8) (c), (d), (9) (b), (d) 1. and (i), cr. (9) (a) 2. b., (c) 1. c., and (10) (b) Register April 2003 No. 568, eff. 5-1-03; CR 02-129: am. (9) (c) 1. b., r. (9) (d) 3. and table 82.33-3, cr. (9) (k) Register January 2004 No. 577, eff. 2-1-04; CR 08-055: r. and recr. (7) (a), cr. (8) (d) 6. and 7., am. (9) (c) 1. a., b. and (f) 1., r. (9) (c) 1. c. Register February 2009 No. 638, eff. 3-1-09; correction in (8) (d) (intro.) made under s. 13.92 (4) (b) 7., Stats., Register February 2009 No. 638; CR 10-064: am. Table 82.33-2 Register December 2010 No. 660, eff. 1-1-11; correction in (1) (b), (2), (3) (intro.), (5) (a) 1., 2., (b), (9) (c) 2. a., 3. c., (f) 1., (g) 1., (k) 1., 4., (10) (a), (b) made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 23-006: r. and recr. Table 382.33-1, am. (6), (8) (d) (intro.), 2., 6., 7., cr. (8) (d) 8., 9., (9) (intro.), (bm), renum. (9) (c) 2. (intro.), a., b. to (9) (c) 2., 1. c., d., and am., am. (9) (c) 3. (intro.), c., Table 382.33-2 (title), (f) (title), cr. (9) (fm), am. (9) (g) (intro.), 1., (k) 3. Register September 2023 No. 813, eff. 10-1-23; correction in (8) (d) (intro.), 6., 8., 9. b., (9) (bm), (c) 2., (fm) made under s. 13.57, Stats., Register September 2023 No. 813.

SPS 382.34 Wastewater treatment and holding devices. (1) **SCOPE.** The provisions of this section set forth the requirements for design and installation of plumbing wastewater treatment and holding devices, appurtenances and systems, including but not limited to interceptors, catch basins, decontamination tanks and dilution and neutralizing basins.

(2) **MATERIALS.** All piping, devices and appliances for wastewater treatment and holding devices, appurtenances and systems shall be of approved materials in accordance with ch. SPS 384.

(3) **GENERAL.** Any deleterious waste material which is discharged into a plumbing system shall be directed to a wastewater treatment or holding device. The wastewater treatment or holding device shall be capable of separating, diluting or neutralizing the deleterious waste material to a degree that the wastewater is no longer deleterious. Wastewater treatment or holding devices that retain any waste materials shall be designed and installed to facilitate periodic removal or treatment, or both.

(a) *Treatment for reuse.* 1. Except as limited in subd. 2., graywater, storm water, clear water, blackwater and other wastewaters as approved by the department may be reused in conformance with s. SPS 382.70.

2. Except as provided in subd. 3., wastewater discharged from water closets or urinals shall not be reused for drinking water.

3. All treatment works permitted by the department of natural resources, or a POWTS which includes an in situ soil dispersal or treatment component may treat wastewater discharged from water closets or urinals for reuse.

(b) *Deleterious waste materials.* For the purpose of this subsection, deleterious waste materials include any waste material, other than that from dwelling units, which may:

1. Congeal, coagulate or accumulate in drains and sewers, thereby, creating stoppages or retarding the discharge flow;
2. Retard or interfere with municipal sewage treatment processes;

3. Pass through a treatment process and pollute the watercourse receiving the treatment effluent;

4. Create explosive, flammable, noxious, toxic or other hazardous mixtures of materials; or

5. Damage, destroy or deteriorate sewers or piping materials or structures.

Note: See ch. ATCP 93 as to flammable, combustible, and hazardous liquids.

(c) *Private systems.* The special or industrial wastes from any plumbing system shall be treated, held or dispersed in compliance with the rules of the state agency having jurisdiction. The treatment, holding or dispersal system shall be installed so as not to endanger any water supply which is or may be used or which may create a nuisance, unsanitary conditions or water pollution.

(d) *Velocity control.* Interceptors, catch basins and other similar devices shall be designed, sized and installed so that flow rates shall be developed and maintained in a manner that solid and floating materials of a harmful, hazardous or deleterious nature will be collected in the interceptor for disposal.

(e) *Maintenance.* All devices installed for the purpose of intercepting, separating, collecting, holding or treating harmful, hazardous or deleterious materials in liquid or liquid-borne wastes shall be operated and cleaned of intercepted or collected materials or of any residual from treatment at such intervals which may be required to prevent their passage through the interceptor. Grease interceptors shall be maintained on a cycle not to exceed 90 days or per manufacturer's instructions.

(f) *Service reassembly.* Any fixed orifice, vent or trap of an interceptor, catch basin or other similar device shall remain intact and shall not be removed or tampered with except for cleaning purposes. After service, all parts of the interceptor, collector or treatment device, such as baffles, weirs, orifice plates, channels, vents, traps, tops, and fastening bolts or screws shall be replaced in proper working position.

(g) *Location.* 1. Wastewater holding devices, interceptors, catch basins and other similar devices shall be accessible for service, maintenance, repair and inspection.

a. No wastewater holding device, interceptor, catch basin or similar device may be surrounded or covered as to render it inaccessible for service or inspection.

b. No wastewater holding device, interceptor, catch basin or similar device may have its top located more than 6 feet above the surrounding floor.

c. Enough space shall be provided to enable the removal of any interior parts of the wastewater holding device, interceptor, catch basin or similar device.

d. At least 18 inches of clear space shall be provided above the top of the wastewater holding device, interceptor, catch basin or similar device.

2. An exterior wastewater holding device, interceptor, catch basin or similar device shall not be located within 5 feet of a building or any portion of a building or swimming pool; 10 feet of water service; 2 feet of a lot line and 10 feet of a clearwater cistern.

3. An exterior wastewater holding device, interceptor, catch basin, or similar device shall not be located within 10 feet of the high water mark of a lake, stream, pond or flowage.

4. An exterior subsurface treatment tank holding component, or reservoir to be installed in an area subject to saturated conditions, shall be installed to effectively prevent flotation of the tank or component.

Note: The department of natural resources under chs. NR 811 and 812 may require additional setbacks. See ch. SPS 382 Appendix for further explanatory material.

(h) *Disposition of retained materials.* Deleterious waste materials retained by a wastewater holding device, interceptor, catch basin or similar device shall not be introduced into any drain, sewer or natural body of water without approval of the state agency having jurisdiction.

(4) GARAGE FLOOR AREA WASTEWATER. (a) *Garages for public buildings and facilities.* 1. Where a drain will be installed to receive the wastewater from floor areas of public buildings and facilities on which self-propelled land, air or water vehicles can be driven, the wastewater shall discharge using one of the following methods:

a. In areas where vehicles will be serviced, the wastewater shall discharge through a garage catch basin or oil interceptor connected to a municipal sewer or holding tank approved to receive industrial wastewater.

b. In areas where vehicles will be driven or stored, the wastewater shall discharge through a floor drain equipped with a solid bottom sediment bucket, garage catch basin or oil interceptor.

2. Garage catch basins design shall conform to all of the following:

a. The holding area of the catch basin shall be watertight.
b. The catch basin shall have a minimum inside diameter of 36".

c. The minimum depth of the basin shall be 24" measured from the lowest portion of the trap on the outlet of the basin.

d. The outlet of the basin shall be at least 4" in diameter and trapped with a water seal of at least 6" and constructed on the interior or exterior of the basin. Where an external trap is provided, the trap shall be within 36" of the basin.

e. Except as provided in subd. 5., the water line in the basin shall be at least 2" below all horizontal drains discharging into the basin. Where an external trap is provided, the measurement point on the horizontal drain shall be upstream of the trap.

f. The basin shall be provided with a cover at least 23 inches square or 23 inches in diameter.

g. Gravity drains from fixtures serving garage floor areas located on different floors from the basin may discharge into the basin if the drain stack carrying the wastewater is located at a distance equal to at least 20 times the inside diameter of the horizontal piping upstream of the basin.

h. Catch basins with solid covers shall be vented in accordance with sub. (8) (c).

3. Drains with traps may connect to the garage catch basin under all of the following conditions:

a. The trap shall be a minimum of 3" in diameter.
b. Except as provided in subd. 3. c., the developed length from all trap outlets to the basin shall not exceed the distance as specified in Table 382.31-1.

c. Where the maximum distance exceeds that as specified in Table 382.31-1, the trap shall be vented in accordance with s. SPS 382.31 (3) and the connection to the basin shall form a 6-inch trap seal. The trap seal may be constructed on either the interior or exterior of the basin, but within 36" of the basin.

4. Drains without traps may discharge into a garage catch basin under all of the following conditions:

a. The fixture drain shall have a minimum 4-inch inside diameter.

b. The fixture drain shall be piped with a 6-inch water seal constructed either on the interior or exterior of the basin.

c. An exterior trap shall be constructed within 36" of the basin.

d. The developed length of the fixture drain shall not exceed the distance equal to 24 times the diameter of the fixture drain.

e. Fixture drains shall individually discharge into a garage catch basin.

5. Pressurized drains from garage floor areas discharging to a garage catch basin shall conform to all of the following conditions:

a. The pressurized drain piping shall terminate inside the basin with a 6-inch submerged inlet. The termination shall be at least 12" above the floor of the basin.

b. The pressurized equipment, devices and piping shall be designed and installed to produce a maximum velocity of 2 feet per second at the point of connection to the basin.

Note: Plans for garage floor discharge-holding tanks may require plan approval by the department of natural resources.

(b) *Garages for one- and 2-family dwellings.* 1. Floor drains serving garages for one- and 2-family dwellings shall be provided with a removable solid bottom sediment basket.

Note: See ch. SPS 382 Appendix for further explanatory material.

2. a. Except as permitted in subd. 2. b., catch basins serving garages for one- and 2-family dwellings shall be designed and installed in accordance with par. (a) 2.

b. The minimum inside diameter of catch basins serving garages for one- and 2-family dwellings shall be 18 inches.

(c) *Grates for garage catch basins, floor drains and trenches.* A garage catch basin, floor drain, and trench drain shall be provided with an approved, removable grate of sufficient strength for the anticipated loads. The grate shall have an available inlet area equal to at least the outlet drain for the catch basin, floor drain or trench drain.

Note: Residential exclusion see s. SPS 325.01 (4) (c).

(5) GREASE AND OIL TREATMENT. (a) All plumbing installations for occupancies, other than dwelling units, where grease, fats, oils or similar waste products of cooking or food are introduced into the drain system shall be provided with grease and oil treatment in accordance with this subsection.

(b) *General.* 1. 'Public sewers.' All new, altered or remodeled plumbing systems which discharge to public sewers shall be provided with one or more grease interceptors.

a. Where one or more exterior grease interceptors are provided all, and only, kitchen wastes shall be discharged to an exterior interceptor.

b. Except as required in subd. 1. c. or d., where one or more interior grease interceptors are provided the wastes from a food waste grinder, a sanitizing compartment of a sink or a rinse compartment of a sink, may bypass the interceptor or interceptors.

c. The wash compartment of a scullery sink shall discharge through a grease interceptor.

d. The pre-wash compartment not discharging through a garbage disposal shall discharge through a grease interceptor.

2. 'Private onsite wastewater treatment systems.' All new, altered, or remodeled plumbing systems which discharge to private onsite wastewater treatment systems shall be provided with grease interceptors of sufficient capacity to ensure compliance with s. SPS 383.44 (2).

a. Except as provided in subd. 2. b., only kitchen and food wastes shall be discharged to an exterior grease interceptor.

b. For remodeling, when it is not practicable to separate kitchen and toilet wastes, combined kitchen wastes and toilet wastes may be discharged directly to a private onsite wastewater treatment component tank or tanks which conform to par. (c). The required capacity of a grease interceptor shall be added to the required septic tank capacity as specified in ch. SPS 383.

c. For holding tank installations, the combined kitchen and toilet wastes may discharge directly to a holding tank where the

location accepting the pumpage from the tank provides written acceptance of the combined waste to the department.

3. 'Existing installations.' The department or authority having jurisdiction may require the installation of any treatment device deemed necessary by the department or authority having jurisdiction for existing plumbing installations where the waterway of a drain system, sewer system, or private onsite wastewater treatment system is reduced or filled due to grease.

(c) *Exterior grease interceptors.* Exterior grease interceptors shall receive the entire greasy waste discharge from kitchens or food processing areas. All exterior interceptors shall be designed and constructed in accordance with this paragraph, so as to constitute an individual structure.

1. 'Design.' a. The liquid depth of the interceptor shall not be less than 42" nor more than an average of 72".

b. A rectangular interceptor tank shall have a minimum width of 36" and a minimum length of 72". The longest dimension of the tank shall be parallel to the direction of waste flow.

c. A horizontal-cylindrical interceptor tank shall have a minimum inside diameter of 52" and a minimum length of 72". The longest dimension of the tank shall be parallel to the direction of waste flow.

d. Vertical-cylindrical interceptor tanks shall have a minimum inside diameter of 72".

e. Each prefabricated interceptor tank shall be clearly marked to indicate liquid capacity and the name and address or registered trademark of the manufacturer. The markings shall be impressed into or embossed onto the outside wall of the tank immediately above the outlet opening. Each site-constructed concrete tank shall be clearly marked at the outlet opening to indicate the liquid capacity. The marking shall be impressed into or embossed onto the outside wall of the tank immediately above the outlet opening.

f. The inlet and outlet openings of interceptor tanks or tank compartments shall be provided with, open-end sanitary tee fittings or baffles, so designed and constructed as to distribute the flow and retain the grease in the tank or tank compartments. The sanitary tee fittings or baffles shall extend at least 6" above the liquid level. At least 2" of clear space shall be provided above the top of the sanitary tee fittings or baffles. The sanitary tee fitting or baffle at the inlet opening shall extend below the liquid level of the tank a distance equal to $\frac{1}{4}$ of the total liquid depth. The sanitary tee fitting or baffle at the outlet opening shall extend below the liquid level of the tank a distance equal to $\frac{2}{3}$ of the total liquid depth. The waterline in the interceptor shall be at least 2" below the horizontal drain discharging to the interceptor.

g. Any new or replacement exterior grease interceptor shall have at least two compartments. Each compartment of an interceptor tank shall be provided with at least one manhole opening located over either the inlet or outlet opening. Additional manhole openings shall be provided such that no interior compartment wall of a tank is more than 4 feet from the edge of the manhole opening. The distance between manhole openings serving the same compartment may not exceed 8 feet. Manhole openings shall be not less than 23 inches in the least dimension. Manholes shall terminate at or above ground surface and be of approved materials. Steel tanks shall have a minimum 2-inch collar for the manhole extensions permanently welded to the tank. The manhole extension on fiberglass tanks shall be of the same material as the tank and an integral part of the tank. The collar shall have a minimum height of 2 inches.

h. Manhole risers for interceptor tanks shall be provided with a substantial, fitted, watertight cover of concrete, steel, cast iron or other approved material. Manhole covers shall terminate at or above grade and shall have an approved locking device.

i. A minimum 4 × 6 inch permanent label shall be affixed to the manhole cover, identifying the interceptor tank with the words GREASE INTERCEPTOR. Where the tank acts as the septic tank and grease interceptor the label shall identify it as such. The wording used on the warning label shall be approved by the department, as part of the materials approval for the tank under ch. SPS 384.

j. An inlet or outlet opening which does not have a manhole opening as specified in subd. 1. g. shall be provided with an airtight inspection opening located over the inlet or outlet. The inspection opening shall be at least 4" in diameter. The inspection opening shall terminate at or above grade.

Note: See ch. SPS 382 Appendix for further explanatory material.

2. 'Capacity and sizing.' The minimum liquid capacity of a grease interceptor shall be determined in accordance with the provisions of this subdivision, except no grease interceptor may have a capacity of less than 1000 gallons if the interceptor is to discharge to a private onsite wastewater treatment system or less than 750 gallons if the interceptor is to discharge to a municipal sewer system and treatment facility.

a. The minimum capacity of a grease interceptor serving a restaurant with seating shall be equal to C, where

$$C = S \times H \times A$$

where, S = Number of seats, with each drive-in car service space counting as 3 seats and each drive-up service window counting as 60 seats.

H = Hours per day that meals are served, at least 6 hours but not more than 12 hours.

A = Appliance factor:

0.75 for a kitchen with no dishwashing machine and no food waste grinder.

1.0 for a kitchen with either a dishwashing machine or a food waste grinder.

1.25 for a kitchen with both a dishwashing machine and a food waste grinder.

b. The minimum capacity of a grease interceptor serving a dining hall, hospital, nursing home, school kitchen, church kitchen or a kitchen for carryout or delivery service shall be equal to C, where:

$$C = \frac{M \times G \times H}{2 \times P}$$

where, M = Meals served per day.

G = 3 gallons per meal served.

H = Hours per day that meals are served, at least 6 hours but not more than 12 hours.

P = Meal periods per day; 1, 2 or 3.

c. The minimum capacity of a grease interceptor as determined in subd. 2. a. or b. may be halved for establishments with all paper service, but may not be less than 1000 gallons if the interceptor is to discharge to a private sewage system or less than 750 gallons if the interceptor is to discharge to a municipal sewer system and treatment facility.

3. 'Installation.' a. Grease interceptor tanks may not be located within 5 feet of a building or any portion of the building or swimming pool; 10 feet of a water service; 2 feet of a lot line; 10 feet of a cistern or 10 feet of a reservoir or high water mark of a lake, stream, pond or flowage.

Note: The department of natural resources under chs. NR 811 and 812 may require additional setbacks. See ch. SPS 382 Appendix for further explanatory material.

b. Where a grease interceptor tank is installed in groundwater, the tank shall be adequately anchored.

c. Grease interceptor tanks shall be installed on a bedding of at least 3" in depth. The bedding material shall be sand, gravel, granite, limerock or other noncorrosive materials of a size that all will pass through a $\frac{3}{4}$ " sieve.

d. The backfill material for steel and fiberglass grease interceptor tanks shall be as specified in subd. 3. c. for bedding and shall be tamped into place. The backfill material for concrete grease interceptor tanks shall be soil material, of a size that will pass through a 4 inch screen and shall be tamped into place.

e. All joints on concrete risers and manhole covers for a grease interceptor shall be tongue and groove or shiplap type and sealed watertight using neat cement, mortar or bituminous compound. All joints on steel risers for a grease interceptor shall be welded or flanged and bolted and be watertight. All steel manhole extensions from a grease interceptor shall be bituminous coated inside and outside. All methods of attaching fiberglass risers for a grease interceptor shall be watertight and approved by the department.

Note: See ch. SPS 382 Appendix A-382.30 (11) (d) for material reprinted from s. NR 812.08. Section NR 812.08 may have additional setback requirements to wells.

(d) *Interior grease interceptors.* 1. 'Flow rating.' An interior grease interceptor shall be capable of accommodating a flow of at least 15 gallons per minute, but not less than the manufacturer's specifications.

2. 'Flow rate related to connected capacity.' Three-fourths of the total holding capacity in gallons of all fixtures and devices discharging to an interior grease interceptor, shall not exceed the value of the maximum flow rate which the interceptor can accommodate.

3. 'Grease holding capacity as related to flow rate.' The grease holding capacity in pounds shall not be less than double the value of the maximum flow rate which the interceptor can accommodate.

4. 'Flow controls.' Where required by the manufacturer, devices which control the rate of flow through an interior grease intercept shall be installed.

a. The flow control devices shall be accessible for inspection, service and cleaning.

b. Flow controls shall be installed in the drain branch leading to each fixture and shall be so rated that the combined flow from all combinations of discharge will not develop either sufficient static or velocity head so the established flow rate of the interceptor can be exceeded.

Note: See ch. SPS 382 Appendix for further explanatory material.

5. 'Flow control vents.' Orifice type flow controls for an interior grease interceptor shall be vented in accordance with s. SPS 382.31.

6. 'Prohibited locations and types.' No water-cooled grease interceptor may be installed. No grease interceptor may be located where the surrounding temperatures, under operating conditions, are less than 40° F.

7. 'Horizontal inlet requirements.' A maximum of 12 inches of horizontal inlet pipe may be submerged.

8. 'Sizing calculations for greasy wok waste.' For calculating greasy waste for a wok, the following formula may be used:

$$\frac{\text{diameter} \times \text{diameter} \times .7854 \times \text{depth} \times .65 \times .75}{231}$$

(e) *Prohibited treatment.* The introduction of grease or fat emulsifiers into a grease interceptor shall be prohibited.

(6) **AUTOMATIC CAR WASHES.** The wastes of floor drains and drain inlets of automatic car washes shall discharge through an approved car wash interceptor.

(a) *Design.* Except as provided in subds. 1. and 2. and par. (b), car wash interceptors shall be constructed and installed in accordance with sub. (4) (a) 2.

1. The interceptor's outlet shall be submerged to form a trap with a water seal of at least 15".

2. The bottom of the trap's water seal shall be at least 30" above the bottom of the interceptor.

(b) *Capacity.* The minimum liquid capacity of the interceptor shall be based on the maximum flow rate of water through the interceptor in gallons per minute.

1. Between the waterline and the bottom of the trap seal of the outlet, the interceptor shall have a capacity value equal to at least 5 times the maximum flow rate.

2. Below the bottom of the trap seal of the outlet, the interceptor shall have a capacity value equal to at least 15 times the maximum flow rate.

Note: See ch. SPS 382 Appendix for further explanatory material.

(c) *Hand-held car washing wands.* The wastes of floor drains and drain inlets serving 2 or more hand-held car washing wands shall discharge through an approved car wash interceptor. The wastes of one hand-held car washing wand may discharge to a garage catch basin.

(7) **COMMERCIAL LAUNDRIES.** Wastes from gravity dump-type clothes washing equipment shall be discharged through an approved laundry interceptor in accordance with this subsection.

(a) *Screening apparatus.* A laundry interceptor shall be equipped with a wire basket or other device which will prevent the passage of solids, $\frac{1}{2}$ " or larger in diameter, string, buttons and other detrimental materials into the drain system.

(b) *Trench type interceptors.* A floor receptor, trench or trough as specified in s. SPS 382.33 (9) (c) 3., may serve as a laundry interceptor, if no oils or quantities of sand are discharged into it.

Note: See ch. SPS 382 Appendix for further explanatory material.

(c) *In-line interceptor.* 1. In-line interceptors shall have a minimum inside diameter or horizontal dimension of 24".

2. An in-line interceptor shall be provided with an air-tight cover.

3. An in-line interceptor shall be provided with a vent.

a. The vent shall extend from above the flow line to a vent terminal in accordance with s. SPS 382.31 (16) or shall be connected to the venting system serving the sanitary drain system.

b. The diameter of the vent shall be at least one-half of the diameter of the interceptor's outlet, but not less than 2".

4. The outlet for an in-line interceptor shall be at least 4" in diameter. The outlet shall be submerged to form a trap with a water seal of at least 12". The bottom of the trap's water seal shall be at least 12" above the bottom of the interceptor.

5. The waterline in an in-line interceptor shall be at least 2" below the bottom of the inlet opening for the interceptor.

(8) **OIL AND FLAMMABLE LIQUIDS.** Oily and flammable wastewater that discharges to a building sewer shall be intercepted or treated by a means acceptable to the department.

(a) *Site-constructed interceptors.* Site-constructed interceptors shall be designed in accordance with the requirements in sub. (4) (a) 2.

(b) *Prefabricated oil interceptors and separators.* Prefabricated oil interceptors and separators shall be manufactured with adequate capacity for the anticipated load.

(c) *Venting.* Oil and flammable interceptors and separators shall be so designed to prevent the accumulation of explosive gases.

1. A covered interceptor or separator shall be provided with an individual vent of at least 3 inches in diameter. The vent shall extend from the top of the interceptor or separator or as high as possible, from the side of the interceptor or separator to a point at least 12 feet above grade.

2. The drain pipe to the interceptor or separator shall be provided with a fresh air inlet connected within 2 feet of the inlet of the interceptor or separator. The fresh air inlet shall terminate at least one foot above grade, but not less than 6 feet below the terminating elevation of the vent serving the interceptor or separator. The fresh air inlet shall be at least 3 inches in diameter.

Note: See ch. SPS 382 Appendix for further explanatory material.

(9) BOTTLING ESTABLISHMENTS. Wastes containing glass of bottling establishments shall be discharged through an interceptor.

(10) DAIRY PRODUCT PROCESSING PLANTS. Dairy wastes from dairy product processing plants shall be discharged through an interceptor.

(11) MEAT PROCESSING PLANTS AND SLAUGHTERHOUSES. The wastes from meat processing areas, slaughtering rooms and meat dressing rooms shall be discharged through an approved interceptor to prevent the discharge of feathers, entrails, blood and other materials.

(12) SAND INTERCEPTORS. Sand interceptors and other similar interceptors for heavy solids shall be so designed and located as to be accessible for cleaning. The outlet for the interceptor shall be submerged to form a trap with a water seal of at least 12".

(13) PLASTER AND HEAVY SOLIDS TRAP TYPE INTERCEPTORS. Plaster sinks shall be provided with plaster and heavy solids trap type interceptors.

(a) The interceptor shall be installed as the fixture trap.

(b) The drain piping between the sink and the interceptor shall not exceed a length of 36".

Note: See ch. SPS 382 Appendix for further explanatory material.

(14) CHEMICAL WASTE PIPING SYSTEMS. All chemical wastes having a pH level of less than 5.5 or more than 10.0 shall discharge to a holding tank for proper disposal or to a drain system in accordance with this subsection.

(a) *Chemical dilution and neutralizing basins.* 1. All chemical wastes discharging into a drain system shall be diluted, neutralized or treated to a pH level of 5.5 to 10.0 by passing through an approved dilution or neutralizing basin before discharging to a building sewer.

2. Dilution and neutralizing basins shall have the minimum retention capacities in accordance with one of the following requirements:

a. The minimum retention capacity shall be as specified in Table 382.34.

b. The minimum retention capacity shall be as per the manufacturer's specifications.

c. The minimum retention capacity for a quantity exceeding 150 sinks or for special uses or installations shall be approved by the department.

3. Where a sufficient supply of diluting water cannot be provided to a dilution or neutralizing basin, the basin shall be filled with marble or limestone chips of not less than one inch nor more than 3" in diameter to the level of the basin's outlet.

4. Either the inlet or outlet of a dilution or neutralizing basin shall be submerged to form a trap with a water seal of at least 4".

Table 382.34
Minimum Capacities for Dilution and Neutralizing Basins

Maximum Number of Sinks	Minimum Retention Capacity in Gallons
1	5
4	15
8	30
16	55
25	100
40	150
60	200
75	250
100	350
150	500

(b) *Vents.* Vents for chemical waste systems shall be sized and installed in accordance with all of the following:

1. Dilution and neutralizing basins with submerged inlets shall have a sanitary vent connected to the basin and a chemical waste vent connected to the inlet pipe. The pitch and the developed length of the drain between the submerged basin inlet and the chemical waste vent shall be in accordance with Table 382.31-1.

2. Dilution and neutralizing basins with submerged outlets shall have a chemical waste vent connected to the basin and a sanitary vent connected to the outlet pipe. The pitch and the developed length of the drain between the submerged basin outlet and the sanitary vent shall be in accordance with Table 382.31-1.

Note: See ch. SPS 382 Appendix for further explanatory material.

3. The vents for a chemical waste basin shall be sized based on the number of drainage fixture units discharging into the basin and installed in accordance with s. SPS 382.31.

(15) SPECIAL WASTEWATER OR MIXED WASTEWATER TREATMENT OR CONTAINMENT DEVICES. Mixed wastewater treatment and containment devices, decontamination tanks or other special wastewater treatment devices shall discharge to a dispersal or treatment system in accordance with this section or as approved by the department.

Note: A sanitary permit may be required. See ch. SPS 383 for requirements relating to containment tank installation with no valved discharge.

(a) *Installation.* 1. Exterior containment devices or treatment systems for mixed wastewater, decontamination tanks and other special wastewater treatment devices shall not be located within 5 feet of a building or any portion of the building or swimming pool; 10 feet of a water service; 2 feet of a lot line; 10 feet of a clearwater cistern or 10 feet of the high water mark of a lake, stream, pond or flowage.

Note: The department of natural resources under chs. NR 811 and 812 may require additional setbacks. See ch. SPS 382 Appendix for further explanatory material.

2. Containment devices or treatment systems for mixed wastewater, decontamination tanks, or other special wastewater treatment devices shall be constructed in accordance with s. SPS 384.25 or as approved by the department.

(b) *Vents.* Vents for mixed wastewater, decontamination tanks and other special wastewater treatment systems shall be sized and installed in accordance with s. SPS 382.31.

(c) *Alarm system.* Containment devices or treatment systems for mixed wastewater, decontamination tanks and other special wastewater treatment devices shall be equipped with an alarm.

(d) *Sampling provision.* Containment devices or treatment systems for mixed wastewater, decontamination tanks and other special wastewater treatment devices shall be equipped to allow the collection of a representative sample.

(e) *Pump requirements.* 1. A discharge line serving a containment tank for servicing purposes shall comply with all of the following:

- a. A pipe serving as the discharge line shall be of an acceptable type in accordance with ch. SPS 384.
- b. A discharge line shall terminate with a service port consisting of a quick disconnect fitting with a removable plug.
- c. The service port of a discharge line shall terminate at least 2 feet above final grade.
- d. The service port of a discharge line shall be identified as such with a permanent sign with lettering at least 1/2 inch in height.
- e. The service port of a discharge line shall be secured to a permanent support that is capable of withstanding the loads and forces placed on the port.
- f. A discharge line shall be at least 3 inches in diameter.

Note: The requirements in s. SPS 382.34 (15) (e) 1. apply to all discharge lines whether gravity or pump discharge. See ch. SPS 382 Appendix for further information.

2. Where a lift station is employed for servicing a containment tank, the pump discharge line shall conform with subd. 1., except as provided in subd. 2. a. and b.

- a. A discharge line from the lift station shall be at least 2 inches in diameter.
- b. The lift station pump shall be activated by means of a keyed-switch at the service port.

(f) *Sizing.* The volume of the mixed wastewater treatment or containment device shall be based on anticipated use.

(g) *Vacuum relief.* A vacuum relief valve shall be installed in each water treatment appliance and installed more than 20 feet above any faucet or outlet served by the appliance when measured from the bottom of the tank.

(h) *Wastewater retention.* Where a containment tank has an outlet that is connected to a drain system, the outlet shall include a means to contain the wastewater from entering the drain system until proven to be safe for discharge.

History: Cr. Register, February, 1985, No. 350, eff. 3-1-85; am. (4) (a) 2. b., (5) (b) 2. intro., c. and (c) 4. b., Register, August, 1991, No. 428, eff. 9-1-91; am. (4) (a) 2. c. and g., 3. a., (5) (b) 1. f. and j., 3. a., (c) 1., (8) (a) 2. c., r. and recr. (5) (a) 1., r. (5) (b) 3. c. and (c) (intro.), renum. (5) (b) 3. f. to be (5) (b) 3. e., Register, February, 1994, No. 458, eff. 3-1-94; am. (5) (a) 2. (intro.), 3. and (b) 2. (intro.), Register, April, 2000, No. 532, eff. 7-1-00; am. (4) (b) 2., Register, December, 2000, No. 540, eff. 1-1-01; CR 02-002: r. and recr. (1), (2), (4) (a), (8) (a) and (b), am. (3) (intro.), (6) (a) (intro.) and (14) (b) (intro.), renum. (3) (a) to (f) to be (3) (b) to (g), cr. (3) (a) and (14) (b) 3., r. (3) (g), Register April 2003 No. 568, eff. 5-1-03; CR 02-129: am. (4) (a) 2. b. and (5) (b) 1. g., Register January 2004 No. 577, eff. 2-1-04; CR 08-055: am. (3) (a) 1., r. and recr. (4) (b) 2. and (14) (a) 2., renum. (5) (intro.) to (d) to be (5) (a) to (e) and am. (5) (a) and (b), cr. (5) (c) 7. Register February 2009 No. 638, eff. 3-1-08; CR 10-064: am. (title), (1), (2), (3) (intro.), (a), (c), (e), (g), (h), (4) (a) 2. f., (5) (c) 3. a., r. (6) (d), cr. (15) Register December 2010 No. 660, eff. 1-1-11; correction in (15) (c) 2. (intro.) made under s. 13.92 (4) (b) 7., Stats., Register December 2010 No. 660; correction in (2), (3) (a) 1., (4) (a) 3. b., c., (5) (b) 2. b., (c) 1. i., (d) 5., (7) (b), (c) 3. a., (14) (a) 2. a., (b) 1., 2., 3., (15) (a) 2., (b), (c) 1. a. made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 23-006: am. (3) (c), cr. (3) (g) 4., am. (4) (b) 1., (c), (5) (b) 2., 3., (c) (intro.), 1. g., (d) 7., cr. (5) (d) 8., am. (15) (a) 2., cr. (15) (g), (h) Register September 2023 No. 813, eff. 10-1-23; correction in (5) (c) 1. g. made under s. 35.17, Stats., Register September 2023 No. 813.

SPS 382.35 Cleanouts. (1) **SCOPE.** The provisions of this section set forth the requirements for the installation of cleanouts and manholes for all drain piping.

(2) **MATERIALS.** Cleanouts shall be constructed of approved materials in accordance with ch. SPS 384.

(3) **WHERE REQUIRED.** (a) *Horizontal drains.* Except as permitted under s. SPS 382.33 (9) (fm), all gravity horizontal drains within or under a building shall be accessible through a cleanout in accordance with one of the following requirements:

1. The developed length of drain piping between cleanouts for above-ground piping may not exceed 75 feet.

2. The developed length of drain piping between cleanouts for below ground piping 2 inches or less in diameter may not exceed 40 feet.

3. The developed length of drain piping between cleanouts for below ground piping greater than 2 inches in diameter may not exceed 75 feet.

Note: See ch. SPS 382 Appendix for further explanatory material.

(b) *Sanitary building sewers.* 1. Sanitary building sewers 6" or less in diameter shall be provided with cleanouts or manholes such that:

- a. Cleanouts are located not more than 100 feet apart;
- b. Manholes are located not more than 400 feet apart;
- c. The distance from a cleanout to a manhole located upstream is not more than 200 feet; or
- d. The distance from a manhole to a cleanout located upstream is not more than 300 feet.

2. Sanitary building sewers 8" or larger in diameter shall be provided with manholes at:

- a. Every horizontal change in direction of more than 45 degrees where the change in direction is created within a distance of less than 10 feet;
- b. Every change in pipe diameters where both connections are 8 inches or larger; and
- c. Intervals of not more than 400 feet.

(c) *Storm building sewers.* 1. Storm building sewers 10" or less in diameter shall be provided with cleanouts or manholes such that:

- a. Cleanouts are located not more than 100 feet apart;
- b. Manholes are located not more than 400 feet apart;
- c. The distance from a cleanout to a manhole located upstream is not more than 200 feet; or
- d. The distance from a manhole to a cleanout located upstream is not more than 300 feet.

2. Storm building sewers 12" or larger in diameter shall be provided with manholes or storm drain inlets with an inside diameter of at least 36" at:

- a. Every horizontal change in direction of more than 45 degrees where the change in direction is created within a distance of less than 10 feet,
- b. Every change in pipe diameter where both connections are 12 inches or larger; and
- c. Intervals of not more than 400 feet.

(d) *Private interceptor main sewers.* 1. Private interceptor main sewers 5" or less in diameter shall be provided with an exterior cleanout or manhole upstream of the point of the creation of the private interceptor main sewer and such that:

- a. Cleanouts are located not more than 100 feet apart;
- b. Manholes are located not more than 400 feet apart;
- c. The distance from a cleanout to a manhole located upstream is not more than 200 feet; or
- d. The distance from a manhole to a cleanout located upstream is not more than 300 feet.

2. Private interceptor main sewers 6" or larger in diameter shall be provided with a manhole at:

- a. The most upstream point of the private interceptor main sewer;
- b. Every horizontal change in direction of more than 45 degrees where the change in direction is created within a distance of less than 10 feet,
- c. Every change in pipe diameter where both connections are 6 inches or larger; and
- d. Intervals of not more than 400 feet.

CITY OF CEDARBURG

ORDINANCE NO. 2026-15

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

SECTION 1. That Section 9-2-12 of the City Code of the City of Cedarburg is amended to read as follows:

Sec. 9-2-12 Sand and grease trap installations.

Grease, oil, and sand interceptors shall be provided at restaurants, repair garages, gasoline, stations, car washes and other industrial or commercial establishments for the proper handling of liquid wastes containing grease, oil, flammable wastes, sand and other harmful ingredients in accordance with Wisconsin state plumbing code SPS 382.34. All interceptors shall be constructed in accordance with the Wisconsin Plumbing Code and shall be located as to be readily and easily accessible for any cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuous, efficient operation at all times.

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

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

Passed and adopted this 13th day of July, 2026.

Patricia Thome, Mayor

Attest:

Jessica Campolo, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: F.

TITLE:

Discussion and possible action on the approval of Resolution 2026-04: Resolution Authorizing the Issuance and Sale of Up to \$1,008,640 Taxable General Obligation Water System Promissory Notes, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement

ISSUE SUMMARY:

Resolution No. 2026-04 authorizes the issuance of General Obligation promissory notes, not to exceed \$1,008,640, to fund the next phase of the Safe Drinking Water Loan Program Project No. 5628-04.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. Resolution 2026-04 Safe Drinking Water Loan
2. Financial Assistance Agreement
3. Cedarburg LSL 5628-04 Budget 2026.06.03

INITIATED/REQUESTED BY:

Maureen Hartjes

FOR MORE INFORMATION CONTACT:

RESOLUTION NO. 2026-04

**RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$1,008,640 TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTES, SERIES 2026,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO, AND APPROVAL OF
RELATED FINANCIAL ASSISTANCE AGREEMENT**

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

WHEREAS, certain improvements, including the replacement of private side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5628-04 by the Department of Natural Resources; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) "Notes" means the \$1,008,640 Taxable General Obligation Water System Promissory Notes, Series 2026, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

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

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

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

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$1,008,640; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Water System Promissory Notes, Series 2026" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the

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

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

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

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

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

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2026, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2026 through 2045, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2026 through 2046, inclusive, when due. The amount of the tax levied for the year 2026 shall be the total amount of debt service due on the Notes in the years 2026 and 2027; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2026.

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

<u>Tax Collection</u> <u>Year</u>	<u>Amount</u>
2027	\$52,258.10
2028	51,704.59
2029	51,704.44
2030	51,704.29
2031	51,704.13
2032	51,703.98
2033	51,703.82
2034	51,703.66
2035	51,703.50
2036	51,703.35
2037	51,703.20
2038	51,703.04
2039	51,702.88
2040	51,702.72
2041	51,702.56
2042	51,702.40
2043	51,702.24
2044	51,702.08
2045	51,701.92
2046	51,701.77

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

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

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

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due on November 1, 2026.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2026 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

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

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

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$1,008,640 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of

tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

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

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

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

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

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

Passed: July 13, 2026

Approved: July 13, 2026

Patricia J. Thome
Mayor

Attest:

Jessica Campolo
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

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

REGISTERED
\$ _____

TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTE, SERIES 2026

Final
Maturity Date

May 1, 2046

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Cedarburg, Ozaukee County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Note is issued for the purpose of providing for the payment of the cost of the replacement of lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted July 13, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,008,640 Taxable General Obligation Water System Promissory Notes, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

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

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

CITY OF CEDARBURG, WISCONSIN

(SEAL)

By: _____
Patricia J. Thome
Mayor

By: _____
Jessica Campolo
City Clerk

COPY

(Form of Assignment)

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

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

Please insert Social Security or other identifying number of Assignee

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

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

Dated: _____

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

Signature(s) guaranteed by

SCHEDULE A

\$1,008,640

CITY OF CEDARBURG, WISCONSIN
TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTES, SERIES 2026

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

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2027	\$49,244.71
May 1, 2028	49,367.82
May 1, 2029	49,491.24
May 1, 2030	49,614.97
May 1, 2031	49,739.00
May 1, 2032	49,863.35
May 1, 2033	49,988.01
May 1, 2034	50,112.98
May 1, 2035	50,238.26
May 1, 2036	50,363.86
May 1, 2037	50,489.77
May 1, 2038	50,615.99
May 1, 2039	50,742.53
May 1, 2040	50,869.39
May 1, 2041	50,996.56
May 1, 2042	51,124.05
May 1, 2043	51,251.86
May 1, 2044	51,379.99
May 1, 2045	51,508.44
May 1, 2046	51,637.22

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 6, 2026

MIKE WIESER, DIRECTOR OF ENGINEERING AND PUBLIC WORKS
CITY OF CEDARBURG
W63 N645 WASHINGTON AVENUE
PO BOX 49
CEDARBURG WI 53012-0049

SUBJECT: Safe Drinking Water Loan Program, Project No. 5628-04
BIL SFY26 LSL Program
Financial Assistance Agreement – August 12, 2026

Dear Mr. Wieser:

Your project manager prepared the following documents for your Safe Drinking Water Loan Program (SDWLP) loan closing:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on August 12, 2026, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Cedarburg has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Ryan Atkinson, at 608-640-0510, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

Becky Scott, Section Manager
Environmental Loans Section
Bureau of Community Financial Assistance

Electronic Copies: Jacob Lichter, Quarles & Brady LLP - Milwaukee
Troy Hartjes, R.A. Smith, Inc. - Brookfield
Brent Binder - DNR SE/Milwaukee
Capital Finance Office - DOA/10

ATTACHMENT #1

Safe Drinking Water Loan Program Project No. 5628-04
City of Cedarburg
BIL SFY26 LSL Program
Financial Assistance Agreement – Closing Schedule

By July 6, 2026:

- Quarles & Brady LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Cedarburg and DOA for review. Project manager sends FAA to municipality.

On July 13, 2026:

- Municipality holds properly noticed meeting at which time:
 1. Municipal Obligation Resolution is adopted.
 2. Bond related documents are signed by municipal officials.
 3. DNR FAA is signed by municipal officials using DocuSign.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

By August 10, 2026:

- Quarles & Brady LLP sends original signed and sealed Bond R-1 and emails a copy of the fully executed bond transcript to DOA.

August 12, 2026:

- Loan Closing Day. Quarles & Brady LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

ATTACHMENT #2

Safe Drinking Water Loan Program Project No. 5628-04
City of Cedarburg
BIL SFY26 LSL Program
Financial Assistance Agreement Summary
Distribution Sheet

LOAN INFO

Total Project Amount: \$1,008,640

SDWLP Funding Amount: \$1,008,640

Pledge: General Obligation note

Federal Equivalency Project: X Yes No

Composite Interest Rate: 0.250%

Loan Term: 20 Years

DOCUMENT INFO

Date of Municipal Obligation Resolution – July 13, 2026

CLOSING INFO

Refinancing: None

Date of Refinancing: N/A

Estimated First Disbursement: TBD

MUNICIPAL INFO

Municipal ID: 45211

Substantial Completion Date: July 1, 2026

DISTRIBUTION**Department of Natural Resources**

Ryan Atkinson
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison WI 53707-7921
608-640-0510
ryan.atkinson@wisconsin.gov

Department of Administration

Jessica Fandrich
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison WI 53707-7864
608-267-2734
jessica.fandrich1@wisconsin.gov

Municipality

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City of Cedarburg
W63 N645 Washington Avenue
Cedarburg WI 53012-0049
262-375-7600
mwieser@ci.cedarburg.wi.us

Engineering Firm

Troy Hartjes
R.A. Smith, Inc.
16745 West Bluemound Road Suite 200
Brookfield WI 53005-5938
262-781-1000
troy.hartjes@rasmith.com

Municipal Bond Counsel

Jacob Lichter
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee WI 53202-4426
414-277-5000
jacob.lichter@quarles.com

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

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 1/26

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF CEDARBURG

\$1,008,640

FINANCIAL ASSISTANCE AGREEMENT

Dated as of August 12, 2026

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

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

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

Municipal Identification No. 45211
Safe Drinking Water Loan Program Project No. 5628-04

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EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES
EXHIBIT H	BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated August 12, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Cedarburg, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated June 24, 2025, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Project" means the project assigned SDWLP Project No. 5628-04 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

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

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

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

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

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

"State" means the State of Wisconsin.

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

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

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

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

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

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

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

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

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

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

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

(a) Reserved.

(b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year. If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting with DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the Municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

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

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

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

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

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$1,008,640 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

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

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

Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

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

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

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

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

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

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

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

(o) Reserved.

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

(q) Reserved.

(r) Reserved.

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

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

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

(v) Reserved.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The Substantial Completion date of the Project is July 1, 2026.

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

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

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

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

(bb) Reserved.

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

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

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$1,008,640. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

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

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

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

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

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

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on August 12, 2026. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent. Advance notice of prepayment requests must be submitted to doaeif@wisconsin.gov. Only electronic prepayments will be accepted, and payments must occur on the published DNR and DOA disbursement dates.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

Section 3.05. Disbursement of Loan Proceeds

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Loan proceeds is requested have been incurred by the Municipality or the applicable private property owner.
- (b) The SDWLP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Loan proceeds are not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment.
- (d) The SDWLP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.
- (e) Disbursement to the Municipality beyond ninety-five percent (95%) of the total principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:
 - (1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

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

Section 3.06. Remedies

(a) If the Municipality or any agent thereof:

(1) is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

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

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

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

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality, or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

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

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

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

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

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

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

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

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

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

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

ARTICLE IV CONSTRUCTION OF THE PROJECT

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

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

Section 4.02. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.
- (c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

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

Section 4.04. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:
 - (1) .property address,
 - (2) .property type (residential, school, daycare, commercial, other),
 - (3) .original Service Line material,
 - (4) .new Service Line material; and
 - (5) .Service Line ownership (public, private, both).
- (c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall:
 - (1) complete and deliver to DNR the documentation described in Section 4.04(b) above;
 - (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA;

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

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

Section 4.05. Payment of Additional Project Costs

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

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

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

ARTICLE V COVENANTS

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

Section 5.02. Reserved

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

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA

as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

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

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

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

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

Section 5.09. Reserved

Section 5.10. User Fee Covenant

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

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

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

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

Section 5.13. Nondiscrimination Covenant

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

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

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

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250
- (5) Title VI of the Civil Rights Act, Pub. L 88-352
- (6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

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

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

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

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

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

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

Section 5.20. Maintenance of Legal Existence

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

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

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

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

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the

Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

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

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

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

ARTICLE VI MISCELLANEOUS

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

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF CEDARBURG
W63 N645 WASHINGTON AVENUE
PO BOX 49
CEDARBURG WI 53012-0049

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

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

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

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

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

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

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

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CEDARBURG

By: _____
Patricia J. Thome
Mayor

Attest: _____
Jessica Campolo
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF CEDARBURG
SDWLP Project No. 5628-04

	Total Project Costs/SDWLP Total Award Amount for this Project
Force Account	40,000
Interim Financing	0
Preliminary Engineering	24,000
Land or Easement Acquisition	0
Engineering/Construction Mgmt.	88,000
Construction/Equipment	796,800
Contingency	39,840
Miscellaneous Costs	0
SDWLP Closing Costs	20,000
TOTAL	\$1,008,640

Sewer Project - Level Bond Year P&I Payments**Cedarburg, City, Wisconsin**

Project #5628-03 Safe Drinking Water LSL Loan Program

Loan Closing Date:

August 12, 2026**Exhibit B**

Payment Date	Principal Payment	Interest Rate	Interest	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-26	0.00	0.250%	553.35	553.35	0.00	553.35
1-May-27	49,244.71	0.250%	1,260.80	50,505.51	51,058.86	0.00
1-Nov-27	0.00	0.250%	1,199.24	1,199.24	0.00	51,704.75
1-May-28	49,367.82	0.250%	1,199.24	50,567.06	51,766.30	0.00
1-Nov-28	0.00	0.250%	1,137.53	1,137.53	0.00	51,704.59
1-May-29	49,491.24	0.250%	1,137.53	50,628.77	51,766.30	0.00
1-Nov-29	0.00	0.250%	1,075.67	1,075.67	0.00	51,704.44
1-May-30	49,614.97	0.250%	1,075.67	50,690.64	51,766.31	0.00
1-Nov-30	0.00	0.250%	1,013.65	1,013.65	0.00	51,704.29
1-May-31	49,739.00	0.250%	1,013.65	50,752.65	51,766.30	0.00
1-Nov-31	0.00	0.250%	951.48	951.48	0.00	51,704.13
1-May-32	49,863.35	0.250%	951.48	50,814.83	51,766.31	0.00
1-Nov-32	0.00	0.250%	889.15	889.15	0.00	51,703.98
1-May-33	49,988.01	0.250%	889.15	50,877.16	51,766.31	0.00
1-Nov-33	0.00	0.250%	826.66	826.66	0.00	51,703.82
1-May-34	50,112.98	0.250%	826.66	50,939.64	51,766.30	0.00
1-Nov-34	0.00	0.250%	764.02	764.02	0.00	51,703.66
1-May-35	50,238.26	0.250%	764.02	51,002.28	51,766.30	0.00
1-Nov-35	0.00	0.250%	701.22	701.22	0.00	51,703.50
1-May-36	50,363.86	0.250%	701.22	51,065.08	51,766.30	0.00
1-Nov-36	0.00	0.250%	638.27	638.27	0.00	51,703.35
1-May-37	50,489.77	0.250%	638.27	51,128.04	51,766.31	0.00
1-Nov-37	0.00	0.250%	575.16	575.16	0.00	51,703.20
1-May-38	50,615.99	0.250%	575.16	51,191.15	51,766.31	0.00
1-Nov-38	0.00	0.250%	511.89	511.89	0.00	51,703.04
1-May-39	50,742.53	0.250%	511.89	51,254.42	51,766.31	0.00
1-Nov-39	0.00	0.250%	448.46	448.46	0.00	51,702.88
1-May-40	50,869.39	0.250%	448.46	51,317.85	51,766.31	0.00
1-Nov-40	0.00	0.250%	384.87	384.87	0.00	51,702.72
1-May-41	50,996.56	0.250%	384.87	51,381.43	51,766.30	0.00
1-Nov-41	0.00	0.250%	321.13	321.13	0.00	51,702.56
1-May-42	51,124.05	0.250%	321.13	51,445.18	51,766.31	0.00
1-Nov-42	0.00	0.250%	257.22	257.22	0.00	51,702.40
1-May-43	51,251.86	0.250%	257.22	51,509.08	51,766.30	0.00
1-Nov-43	0.00	0.250%	193.16	193.16	0.00	51,702.24
1-May-44	51,379.99	0.250%	193.16	51,573.15	51,766.31	0.00
1-Nov-44	0.00	0.250%	128.93	128.93	0.00	51,702.08
1-May-45	51,508.44	0.250%	128.93	51,637.37	51,766.30	0.00
1-Nov-45	0.00	0.250%	64.55	64.55	0.00	51,701.92
1-May-46	51,637.22	0.250%	64.55	51,701.77	51,766.32	51,701.77
Totals	1,008,640.00		25,978.67	1,034,618.67	1,034,618.67	1,034,618.67
Net Interest Rate				0.2500%		
Bond Years				10,391.4750		
Average Life				10.3025		

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

01-Aug-25 Wisconsin Department of Administration

EXHIBIT C
FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project
Completion and Closeout]**

The undersigned officials of the City of Cedarburg (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5628-04 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5628-04 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

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

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

Dated as of: _____

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

Dated as of: _____

EXHIBIT D
OPERATING CONTRACTS

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

EXHIBIT E
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality City of Cedarburg				Project Number 5628-04	
Project Description BIL SFY26 LSL Program					
Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No ☒				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<i>X</i> MBE ☐ WBE ☐ Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
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	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

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

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

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

EXHIBIT F
PROJECT MANAGER SUMMARY PAGE

CITY OF CEDARBURG
SDWLP Project No. 5628-04

1. Project Description: The Municipality has bid a municipal contract to replace an estimated 120 private side LSLs. The corresponding public side lines are being replaced under a watermain project, which is not funded by the SDWLP.

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

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

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

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the DNR identifies ineligible Project Costs as the Project progresses, the DNR will notify the Municipality.

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

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

The budget includes costs of \$15,000 for spot relay sanitary lateral. These costs are only eligible, and therefore reimbursable, in cases where a Lead Service Line cannot be replaced without damaging the sanitary lateral. These costs can only be reimbursed when before and after photos of each lateral and any additional information DNR requires for review and approval are submitted ahead of sending a request for disbursement.

The budget includes costs of \$4,000 for additional interior plumbing. These costs are only eligible, and therefore reimbursable, for up to 10 feet of interior plumbing for each property. For cases where it is more cost effective to move the water meter and interior plumbing over 10 feet is required, additional documentation will be required for those costs, i.e. those costs can only be reimbursed with an explanation of the reason additional interior plumbing was required, and any additional information DNR requires for review and approval is submitted ahead of sending a request for disbursement.

The budget includes costs of \$15,400 for pre and post sanitary lateral televising. These costs are only eligible, and therefore reimbursable, in cases where a sanitary lateral is within 10 feet of a Lead Service Line replacement.

The budget includes costs of \$5,000 for finished basement restoration. These costs are only eligible, and therefore reimbursable, for portions of basements immediately impacted by the Lead Service

Line replacement. Extensive basement restoration costs can only be reimbursed when before and after photos of each instance and any additional information DNR requires for review and approval are submitted ahead of sending a request for disbursement.

3. Contingency Allowance: The contingency allowance of \$39,840 is five percent of the amount of uncompleted construction work. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.
4. Disadvantaged Business Enterprise (DBE) Good Faith Effort: The Municipality and its prime contractor, M & E Construction, LLC, made good faith efforts to solicit for DBE participation in the Project. Cedarburg encouraged DBEs to submit bids in their bid advertisement. The prime contractor reached out to DBEs directly. No DBEs are expected to perform work on this Project.
5. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.
6. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
7. Environmental Review: The SDWLP has determined through an environmental assessment that the Project will result in a Categorical Exclusion, under §6.204 (a)(1) with requirements and recommendations. A construction site storm water permit may be required if the contiguous Project area exceeds one acre. Additionally, Yellow Bumble Bee and Rusty Patched Bumble Bee conservation measures are recommended, where applicable, as it relates to replanting right-of-way areas that are disturbed during construction. This Project has cleared the DNR historical review under the condition that work around nearby historic properties has no impact on visual setting of the area or impact to historic integrity of structures.
8. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
9. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
 1. property address,
 2. property type (residential, school, daycare, commercial, other),
 3. original Service Line material,
 4. new Service Line material; and,
 5. Service Line ownership (public, private, both).

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

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

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

EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

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

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

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

Project Budget Sheet			E	F
Budget Line Items		Total Project	Eligible Costs Internally Funded	5628-04 SDWLP Private side Costs
1	Force Account Work	#1 Total		
		\$ 40,000.00	\$ -	\$ 40,000.00
		#1 Total	\$ -	\$ 40,000.00
2	Interim Financing			
	b.			
		#2 Total	\$ -	\$ -
3	Preliminary Design/Engineering			
	RA Smith	\$ 24,000.00	\$ -	\$ 24,000.00
		#3 Total	\$ -	\$ 24,000.00
4	Land or Easement Acquisition			
			\$ -	\$ -
		#4 Total	\$ -	\$ -
5	Construction Management/Engineering			
	a. RA Smith	\$ 88,000.00	\$ -	\$ 88,000.00
		#5 Total	\$ -	\$ 88,000.00
6	Construction/Equipment			
	a. M&E Construction LLC	\$ 796,800.00	\$ -	\$ 796,800.00
		#6 Total	\$ -	\$ 796,800.00
7	Contingency & Change Orders			
	Change Order			
	Contingency	\$ 39,840.00		\$ 39,840.00
		#7 Total	\$ -	\$ 39,840.00
8	Miscellaneous Costs			
	Admin			\$ -
	Geotechnical Investigation			\$ -
	Wetland Delineation			\$ -
	Legal Fees			\$ -
	Fees and Permits			\$ -
		#8 Total	\$ -	\$ -
9	Closing Costs			
	a. Bond Counsel	\$ 20,000.00	\$ -	\$ 20,000.00
		#9 Total	\$ -	\$ 20,000.00
10	Total Project Costs TOTAL	\$ 1,008,640.00	\$ -	\$ 1,008,640.00

Funding List

\$ 1,100,000.00



**CITY OF CEDARBURG
Common Council
June 29, 2026
Minutes**

1. CALL TO ORDER

Mayor Patricia Thome called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Mayor Patricia Thome, Council Members Melissa Bitter, Jim Fitzpatrick, Andrew Mammen, Amanda Didier, Robert Simpson (via Zoom), Kristian Lindo, and Mark Mueller (via Zoom at 7:13 p.m.)

Also Present: City Administrator Mikko Hilvo, City Attorney Michael Herbrand, City Clerk Jessica Campolo, Director of Engineering & Public Works Michael Wieser, Police Chief Michael McNerney

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

At Mayor Thome's request, 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. PUBLIC HEARING; AND ACTION THEREON

- A. *Public hearing, discussion, and possible action on Ordinance 2026-11, creating Section 7-19 of the City of Cedarburg Code of Ordinances, Regulation of Massage and Bodywork Establishments.*

Mayor Thome opened the Public Hearing. Chief McNerney explained that the proposed ordinance establishes operational standards and oversight for massage and bodywork establishments to deter illegal activity, including prostitution and human trafficking, and to ensure services are provided by qualified, state-licensed practitioners. Although the City has not experienced these issues, the ordinance is intended as a proactive measure to protect public safety and support legitimate businesses.

There was no public comment.

A motion was made by Council Member Didier, seconded by Council Member Bitter, to close the public hearing. The motion carried on a roll call vote with Council Members Bitter, Fitzpatrick, Mammen, Didier, Simpson, and Lindo voting aye, and Council Member Mueller excused.

Discussion was held, and Council Member Lindo recommended a line be added to Section 7-19-5 Criminal Conviction Disqualifications to include "any conviction that would require a person to register as a sex offender under Wis. Stat. §§ 973.048."

A motion was made by Council Member Lindo, seconded by Council Member Bitter, to approve Ordinance 2026-11, creating Section 7-19 of the City of Cedarburg Code of Ordinances, Regulation of Massage and Bodywork Establishments, with the amendment adding to Section 7-19-5 Criminal Conviction Disqualifications to include "any conviction that would require a person to register as a sex offender under Wis. Stat. §§ 973.048." The motion carried unanimously with Council Member Mueller excused.

8. PRESENTATION

- A. *Baker Tilly - Audit Report*

Paul Frantz of Baker Tilly presented the audit report and reported that the audit went well.

9. NEW BUSINESS

- A. *Discussion and possible action on the Dam Remediation Design Proposal for*

the Woolen Mill Dam.

Director of Engineering and Public Works Michael Wieser explained that repairs to the Woolen Mill Dam have been planned for several years. Engineering analyses determined that the dam does not meet current safety criteria and recommended remedial measures. Ramboll submitted a proposal to complete an alternatives analysis and final design for the repairs, with Task 1 providing updated cost estimates and design recommendations before proceeding with additional phases.

Council members discussed the dams, the increasing costs of repairs, and the importance of obtaining comprehensive information before making future decisions. City Administrator Hilvo recommended that the City consider a feasibility study on removing the dam to ensure all options are evaluated.

Public Comment

Steve Brill W69 N419 Fox Pointe Ave
Steve opposes repairing the dam.

Terry King W63 N762 Sheboygan Rd.

Terry stated that more information is needed before an informed decision can be made.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Lindo, to approve Task 1 of the Dam Remediation Design Proposal in the amount of \$14,500. The motion carried unanimously.

B. Discussion and possible action on increasing the monetary compensation for the Auxiliary Police during major events.

Chief McNerney explained implementing a competitive, rank-based pay structure will help attract and retain qualified Auxiliary Police personnel, recognize leadership responsibilities, and ensure adequate staffing levels for community events.

A motion was made by Council Member Didier, seconded by Council Member Mammen, to increase the monetary compensation for the Auxiliary Police during major events. The motion carried unanimously.

C. Discussion and possible action on Ordinance 2026-12, amending Section 10-1-15(b) of the City Code, adding Cedarburg School District grounds to the list of stop signs that can be enforced.

Chief McNerney explained that patrol officers are currently unable to enforce stop signs on Cedarburg School District property. The proposed ordinance would authorize officers to enforce the stop signs if safety issues arise. He noted that the School District supports adoption of the ordinance.

A motion was made by Council Member Mammen, seconded by Council Member Simpson, to approve Ordinance 2026-12, amending Section 10-1-5(b) of the City Code, adding Cedarburg School District grounds to the list of stop signs that can be enforced.

The motion carried unanimously.

D. *Discussion and possible action on Ordinance No. 2026-14, amending Section 10-1-17(a) of the City Code to include specific intersections on Cedarburg School District grounds.*

Chief McNerney explained that patrol officers are currently unable to enforce posted left-turn restrictions on Cedarburg School District property. The proposed ordinance would authorize officers to enforce the left-turn restrictions. He noted that the School District supports adoption of the ordinance.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mammen, to approve Ordinance No. 2026-14, amending Section 10-1-17(a) of the City Code to include specific intersections on Cedarburg School District grounds. The motion carried unanimously.

E. *Discussion and possible action on approval to begin filling a vacancy in the Cedarburg Police Department.*

Chief McNerney explained that Captain Kell is retiring in January 2027 and requested approval to begin the hiring process to fill the upcoming vacancy.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Didier, to approve filling a vacancy in the Cedarburg Police Department. The motion carried unanimously.

F. *Discussion and possible action on Ordinance 2026-13, amending Section 1-1-7 General Penalty of the City Code, to reflect 2025 Wisconsin Act 113.*

Chief McNerney and Attorney Herbrand explained due to the recent signing of 2025 Assembly Bill 443, court costs can now be increased. This ordinance contains a wording change to the Code to reflect this.

A motion was made by Council Member Mammen, seconded by Council Member Simpson, to approve Ordinance 2026-13, amending Section 1-1-7 General Penalty of the City Code, to reflect 2025 Wisconsin Act 113. The motion carried unanimously.

G. *Discussion and possible action on approval of a Parade Permit for the Ozaukee County Fair and Beechwood Sales and Service, to be held on Thursday, July 30, 2026.*

Administrator Hilvo explained that the City received a special event parade application. Scott McConeghy of Beechwood Sales and Mark Larson of the Ozaukee County Fair presented information regarding the opportunity for the Budweiser Clydesdales to parade through Cedarburg on Thursday, July 30, at 3:00 p.m. Council members asked questions, which were addressed by the presenters. Chief McNerney provided input regarding the proposed street closure.

A motion was made by Council Member Mammen, seconded by Council Member Mueller, to approve the parade permit for the Ozaukee County Fair and Beechwood Sales and Service, to be held on Thursday, July 30, 2026. The motion carried unanimously.

- H. *Discussion and possible action on granting a new Class "B" Beer and "Class C" Liquor (wine only) License for Happy Place Cooking Space, W57 N14280 Doerr Way, Suite 104, Cedarburg, WI 53012. Sally Wagner, Agent, Premises to be licensed: W57 N14280 Doerr Way, Suite 104, Cedarburg, WI 53012, known as Happy Place Cooking Space.*

Sally Wagner represented Happy Place Cooking Space. She gave an overview of the business and its request for an alcohol license.

A motion was made by Council Member Lindo, seconded by Council Member Fitzpatrick, to grant a Class "B" Beer and "Class C" Liquor (wine only) License to Happy Place Cooking Space, W57 N14280 Doerr Way, Suite 104, Cedarburg, Sally Wagner, Agent, subject to the conditions of the Happy Place Cooking Space Conditional Use Permit. The motion carried unanimously.

- I. *Discussion and possible action on the approval of the City's revised Salary Policy.*

City Administrator Hilvo explained that salary structures should remain competitive to support effective recruitment and retention. Best practice recommends a comprehensive review every five years to ensure the City remains aligned with regional and comparable community compensation trends. With the 2019 salary structure approaching the end of its useful cycle, an update is necessary. The City's Personnel Committee has approved the revision.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mammen, to approve the City's revised Salary Policy. The motion carried unanimously.

- J. *Discussion and possible action on the Preliminary 2027 Budget Parameters and Budget Calendar.*

City Administrator Hilvo identified several major operational and capital priorities that will impact financial planning for the upcoming year. Council Member Fitzpatrick emphasized that the Council should remain mindful of the financial impact on taxpayers.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve the Preliminary 2027 Budget Parameters and Budget Calendar. The motion carried unanimously.

- K. *Discussion and possible action on the Mayoral appointments of Tracey Larson*

to the Light & Water Commission, and Tim Voeller to the Community Development Authority.

Mayor Thome thanked David Pagel for his many years of service to the Light & Water Commission.

A motion was made by Council Member Didier, seconded by Council Member Fitzpatrick, to approve the Mayoral appointments of Tracey Larson to the Light & Water Commission, and Tim Voeller to the Community Development Authority. The motion carried unanimously.

10. CONSENT AGENDA

A motion was made by Council Member Bitter, seconded by Council Member Mueller, to approve the following Consent Agenda items, with a change to the June 8, 2026 Common Council minutes, changing "Didier" to "Bitter" in item 11A.

- A. Discussion and possible action on approval of June 8, 2026 Common Council meeting minutes and June 15, 2026 Joint Common Council and Plan Commission 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 approving additional Election Inspectors for the 2026-2027 Election Cycle: Emily Copps, Paul Demczak, James Mannes, and Barb Mueller.
- D. Discussion and possible action on approval of bills dated 06/02/2026-06/20/2026 and payroll dated 05/24/2026-06/06/2026 and 06/07/2026-06/20/2026.

The motion carried unanimously.

11. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report

City Administrator Hilvo thanked the Fire Department, Police Department, Emergency Government, and Public Works Department, for their hard work during the Strawberry Festival.

12. COMMUNICATIONS

- A. Comments and suggestions from Council Members

Council Member Bitter requested an update on the Ad Hoc Bicycle and Pedestrian Committee as a future agenda item.

Council Member Mueller reiterated Administrator Hilvo's comments and thanked the public servants who help with the City's festivals and events.

B. Mayor's Report

The Mayor shared that Governor Tony Evers and the Department of Transportation visited Cedarburg and helped recognize the valuable work done by the Public Works department.

13. ADJOURNMENT

A motion was made by Council Member Mueller, seconded by Council Member Simpson, to adjourn the meeting at 8:26 p.m. The motion carried unanimously.

DRAFT

CITY OF CEDARBURG

MEETING DATE: July 13, 2026

ITEM NO: B.

TITLE:

Discussion and possible action on approval of a Change of Agent on the Alcohol Beverage License for Cedarburg Art Museum & Society, Inc. to Mirel Crumb.

ISSUE SUMMARY:

The agent on the Cedarburg Art Museum's alcohol license is changing due to a staffing change. The police department has approved the applicant.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

None.

ATTACHMENTS:

None

INITIATED/REQUESTED BY:

Jessica Campolo

FOR MORE INFORMATION CONTACT:



Ozaukee County Agricultural Society

Sponsors of

OZAUKEE COUNTY FAIR

Cedarburg, Wisconsin 53012

City of Cedarburg
City Clerk's Office
Washington Ave.
Cedarburg, WI 53012

Regarding: Ozaukee County Fair Carnival
Rainbow Valley Rides
Clean up Bond

The Ozaukee County Agricultural Society sponsors the Ozaukee County Fair, would like to request a waiver of the cleanup bond required of our carnival for the 2025 Ozaukee County Fair. Fair dates are July 29-August 2, 2026.

As the Ozaukee County Agricultural Society is sponsoring the Fair, all of our vendors are responsible to us to leave the grounds in the condition they found them.

Ultimately, our organization sees to it that this is what happens.

Thank you.

Sincerely,
Ozaukee County Agricultural Society, Inc.
Jody Brzezinski
Jody Brzezinski
Secretary, Ozaukee County Agricultural Society
Office: 262-375-6185
Cell: 262-442-8261
Email: jobreezy2@yahoo.com

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE 06/21/2026 - 07/02/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
07/01/2026	AGX	12(E)	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	559.95
07/01/2026	AGX	13(E)	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	127.17
07/01/2026	AGX	15(E)	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	584.00
07/01/2026	AGX	16(E)	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	424.88
07/01/2026	AGX	18(E)	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	59.20
06/22/2026	AGX	2(E)	CIVIC PLUS LLC	EQUIPMENT/SOFTWARE	500380	514700	2,976.75
07/01/2026	AGX	21(E)	ROTE OIL LTD	FUEL INVENTORY	161500	000000	6,090.35
07/01/2026	AGX	22(E)	ROTE OIL LTD	FUEL INVENTORY	161500	000000	5,061.30
07/01/2026	AGX	24(E)	RAY O'HERRON CO.,INC.	EQUIPMENT OUTLAY	500380	522120	2,472.34
06/26/2026	PWBDD	269(E)	ADP, LLC	PROFESSIONAL SERVICES	500210	515600	3,085.61
06/26/2026	PWBDD	270(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - TRAFFIC SIGNALS 10400	500222	533421	38.29
				ELECTRIC - TRAFFIC SIGNALS 35700	500222	533421	35.65
				ELECTRIC - TRAFFIC SIGNALS 52900	500222	533421	41.56
				ELECTRIC - TRAFFIC SIGNALS 66200	500222	533421	39.16
				ELECTRIC - TRAFFIC SIGNALS 195600	500222	533421	56.91
				ELECTRIC - STREET LIGHTING 12704	500222	533420	18.54
				WATER - CITY HALL 12801	500226	518100	25.75
				ELECTRIC - GYM 12802	500222	518100	198.78
				WATER - GYM 12802	500226	518100	295.58
				ELECTRIC - LINCOLN BLDG 12804	500222	518100	169.11
				ELECTRIC - GYM 12806	500222	518100	26.72
				ELECTRIC - GYM 12808	500222	518100	18.54
				ELECTRIC - GYM 12809	500222	518100	18.54
				ELECTRIC - EG 55902	500222	522410	58.12
				WATER SERVICE - EG 55902	500226	522410	46.61
				ELECTRIC - BOY SCOUT ELECTRIC 132500	500222	555510	74.88
				WATER SERVICE - BOY SCOUT 132500	500226	555510	57.43
				ELECTRIC - ZEUNERT PARK 294100	500222	555510	48.72
				WATER SERVICE - ZEUNERT PARK 294100	500226	555510	85.99
				ELECTRIC - GS PARK 307000	500222	555510	89.73
				WATER SERVICE - GS PARK 307000	500226	555510	45.73
				ELECTRIC - CEDAR CREEK PK 337702	500222	555510	65.94
				WATER SERVICE - CEDAR CREEK PK 337702	500226	555510	586.18
				ELECTRIC - BEHLING STAND 339800	500222	555510	105.60
				WATER SERVICE - BEHLING STAND 339800	500226	555510	46.51
				ELECTRIC - BEHLING FIELD 340000	500222	555510	72.87
				WATER SERVICE - CITY PK BUBBLER 339900	500226	555510	44.65
				ELECTRIC - WILLOWBROOKE PK 510100	500222	555510	55.14
				WATER SERVICE - WILLOWBROOKE PK 510100	500226	555510	103.82
				ELECTRIC - CENT PK 530021	500222	555510	59.32
				WATER SERVICE - CENT PK 530021	500226	555510	109.72
				ELECTRIC - CED CRK PK 337700	500222	555510	46.08
				WATER SERVICE - CED CREEK PK 337703	500226	555510	38.41
				ELECTRIC - POWER PED 337803	500222	555510	18.54
				ELECTRIC - POWER PED 337804	500222	555510	18.54

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE 06/21/2026 - 07/02/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				ELECTRIC - CETENNIAL PK 530024	500222	555510	18.54
				ELECTRIC - BANDSHELL 337750	500222	555510	59.42
				ELECTRIC - ADLAI HORN 355550	500222	555510	45.21
				WATER SERVICE - ADLAI HORN 355550	500226	555510	97.52
				ELECTRIC - TRAFFIC SIGNALS 362500	500222	533421	44.44
				ELECTRIC - CEDAR POINT 642400	500222	555510	44.83
				WATER SERVICE - CEDAR POINT 642400	500226	555510	84.09
				ELECTRIC - PRAIRIE VIEW PARK 872850	500222	555510	22.19
				WATER SERVICE - PRAIRIE VIEW PARK 872850	500226	555510	77.28
				HANOVER AVE GARAGE 73500	500222	533420	29.23
				ELECTRIC - STREET LIGHTING 940000	500222	533420	21,704.05
				ELECTRIC - DPW GARAGE 950400	500222	533420	1,917.35
				WATER SERVICE - DPW GARAGE 950401	500226	533210	748.14
				ELECTRIC - CITY HALL 963800	500222	518100	821.49
				WATER SERVICE - CITY HALL 963801	500226	518100	98.85
				ELECTRIC - WOODLAND PK 969501	500222	555510	44.11
				ELECTRIC - GEORGETOWN PK 969598	500222	555510	10.35
				ELECTRIC - BOY SCOUT HOUSE 969600	500222	555510	23.40
				ELECTRIC - BEHLING FIELD 969602	500222	555510	11.62
				ELECTRIC - FISCHER PARK 96903	500222	555510	8.79
				ELECTRIC - WURTHMANN PK 969604	500222	555510	13.05
				ELECTRIC - ZEUNERT PARK 969599	500222	555510	10.35
				SIREN MAINT - EG 969530	500239	522410	120.00
				ELECTRIC - STREETS 969500	500222	533420	13.05
				ELECTRIC - PD 967200	500222	522100	2,493.14
				WATER SERVICE - PD 967201	500226	522100	134.55
				ELECTRIC - WASHINGTON/MILL 940020	500222	533420	1,146.35
				ELECTRIC - INTERURBAN 940025	500222	533420	2,531.35
Check PWBDD 270(E) Total for Fund 100 GENERAL FUND							35,234.40
06/26/2026	PWBDD	271(E)	CEDARBURG POLICE ASSOCIATION	UNION DUES DEDUCTIONS	215903	000000	577.50
06/26/2026	PWBDD	272(E)	EXPERT PAY	COURT ORDERED DEDUCTIONS	215914	000000	597.19
06/26/2026	PWBDD	273(E)	MISSION SQUARE RETIREMENT	DEFERRED ANNUITY WITHHELD	215900	000000	1,989.20
06/26/2026	PWBDD	274(E)	NORTH SHORE BANK	DEFERRED ANNUITY WITHHELD	215900	000000	5,710.00
06/26/2026	PWBDD	275(E)	PITNEY BOWES INC	POSTAGE	500315	514100	1,500.00
06/26/2026	PWBDD	276(E)#	WIND RIVER FINANCIAL, INC	OFFICE SUPPLIES	500310	515600	141.96
				OFFICE SUPPLIES	500310	514200	141.97
				OPERATING SUPPLIES	500350	533311	162.55
				OFFICE SUPPLIES	500310	522310	162.55
Check PWBDD 276(E) Total for Fund 100 GENERAL FUND							609.03
06/26/2026	PWBDD	277(E)	WISCONSIN DEFERRED COMPENSATION	DEFERRED ANNUITY WITHHELD	215900	000000	1,330.81
06/22/2026	AGX	3(E)	ROTE OIL LTD	FUEL INVENTORY	161500	000000	3,995.78
06/25/2026	AGX	4(E)*#	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	244.42
06/25/2026	AGX	5(E)*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522310	140.56
				TELEPHONE/COMMUNICATIONS	500225	533110	77.08
				TELEPHONE/COMMUNICATIONS	500225	533210	140.56

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Fund: 100 GENERAL FUND							
				TELEPHONE/COMMUNICATIONS	500225	555510	104.56
				TELEPHONE/COMMUNICATIONS	500225	522110	1,358.96
				TELEPHONE/COMMUNICATIONS	500225	522410	117.77
		Check AGX 5(E) Total for Fund 100 GENERAL FUND					1,939.49
06/26/2026	PWBDD	53849	AFR ENGINE	PROFESSIONAL SERVICES	500210	522130	1,440.00
06/26/2026	PWBDD	53852	BASSETT MECHANICAL	PROFESSIONAL SERVICES	500210	533210	1,182.00
				PROFESSIONAL SERVICES	500210	533210	(498.00)
		Check PWBDD 53852 Total for Fund 100 GENERAL FUND					684.00
06/26/2026	PWBDD	53853#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	555510	8.02
				SIGNS	500363	533311	20.92
				SUPPLIES AND EXPENSES	500347	522120	17.62
				REPAIR AND MAINTENANCE	500240	555510	15.27
				REPAIR AND MAINTENANCE	500240	555510	36.85
				MAINTENANCE PARTS	500353	533210	5.74
				REPAIR AND MAINTENANCE	500240	555510	178.97
				REPAIR AND MAINTENANCE	500240	555510	16.15
				REPAIR AND MAINTENANCE	500240	555510	28.75
				REPAIR AND MAINTENANCE	500240	555510	(16.15)
		Check PWBDD 53853 Total for Fund 100 GENERAL FUND					312.14
06/26/2026	PWBDD	53854	BH TUBES	MAINTENANCE PARTS	500353	533210	375.37
06/26/2026	PWBDD	53855	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	503.39
06/26/2026	PWBDD	53857	CARROLL LAW OFFICES.S.C	INVOICE CLEARING ACCOUNT	131060	000000	600.00
06/26/2026	PWBDD	53860	DAN KRALL & CO. INC.	MAINTENANCE PARTS	500353	533210	584.21
06/26/2026	PWBDD	53864	ENTRANCE SYSTEMS	PROFESSIONAL SERVICES	500210	533210	1,256.64
06/26/2026	PWBDD	53865	EQUIPMENT RENTALS INC	REPAIR AND MAINTENANCE	500240	533311	227.70
06/26/2026	PWBDD	53866	FAULKS BROS. CONSTRUCTION, INC	REPAIR AND MAINTENANCE - CREEK WALK	500240	533311	1,694.94
06/26/2026	PWBDD	53868	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	103.60
				REPAIR AND MAINTENANCE	500240	522120	286.20
				OIL CHANGE & FILTER	500351	522120	302.40
				REPAIR AND MAINTENANCE	500240	522120	297.00
				REPAIR AND MAINTENANCE	500240	522120	889.14
		Check PWBDD 53868 Total for Fund 100 GENERAL FUND					1,878.34
06/26/2026	PWBDD	53870#	FORWARD TS	PROFESSIONAL SERVICES	500210	515400	30.49
				COMPUTER/COPIER SUPPLIES	500312	514100	14.00
		Check PWBDD 53870 Total for Fund 100 GENERAL FUND					44.49
06/26/2026	PWBDD	53871*#	FP SOLUTIONS LLC	REPAIR AND MAINTENANCE	500240	518100	540.00
06/26/2026	PWBDD	53875	GO PERMITS	BUILDING PERMITS	443500	000000	65.00
06/26/2026	PWBDD	53876	GO RITEWAY TRANSPORTATION GROUP	LAKE GENEVA CRUISE	500390	555140	972.00
06/26/2026	PWBDD	53877*#	GRAFTON ACE HARDWARE	SUPPLIES AND EXPENSES	500347	555220	101.39
06/26/2026	PWBDD	53878	GROTHS COUNTRY GARDENS	SUPPLIES AND EXPENSES	500347	555220	6,931.77

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Fund: 100 GENERAL FUND							
06/26/2026	PWBDD	53879	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	133.39
06/26/2026	PWBDD	53880	KAMREN WESTPHAL	INVOICE CLEARING ACCOUNT	131060	000000	1,001.30
06/26/2026	PWBDD	53881	LANGE ENTERPRISES, INC.	SIGNS	500363	533311	270.75
06/26/2026	PWBDD	53882*#	MASTER PRINTWEAR	OPERATING SUPPLIES	500380	533210	2,044.64
06/26/2026	PWBDD	53884*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	47.19
				MAINTENANCE PARTS	500353	533210	27.22
		Check PWBDD 53884	Total for Fund 100 GENERAL FUND				74.41
06/26/2026	PWBDD	53887*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522410	75.97
06/26/2026	PWBDD	53888*#	ONTECH SYSTEMS, INC	EQUIPMENT/SOFTWARE	500380	514700	659.00
				EQUIPMENT/SOFTWARE	500380	514700	1,548.73
				REPAIR AND MAINTENANCE	500240	522110	40.00
		Check PWBDD 53888	Total for Fund 100 GENERAL FUND				2,247.73
06/26/2026	PWBDD	53889	OZAUKEE COUNTY CLERK OF COURTS	COURT PENALTIES & COSTS	451101	000000	200.00
06/26/2026	PWBDD	53892	RAINBOW ECONSCIENCE	MAINT/CONTRACTED SERVICES	500290	555510	191.30
06/26/2026	PWBDD	53894	REINDERS, INC.	SUPPLIES AND EXPENSES	500347	555220	317.54
06/26/2026	PWBDD	53895	RICOH USA, INC.	REPAIR AND MAINTENANCE	500240	522110	920.19
06/26/2026	PWBDD	53897	SNAP-ON INDUSTRIAL	MAINTENANCE PARTS	500353	533210	52.29
				MAINTENANCE PARTS	500353	533210	142.04
				MAINTENANCE PARTS	500353	533210	60.29
		Check PWBDD 53897	Total for Fund 100 GENERAL FUND				254.62
06/26/2026	PWBDD	53899	SOUTHSIDE TIRECO.,INC	REPAIR AND MAINTENANCE	500240	522120	593.00
06/26/2026	PWBDD	53900*#	SPARTAN TRUF PRODUCTS LLC	MAINTENANCE PARTS	500353	533210	116.80
06/26/2026	PWBDD	53901	TITAN SPECIALITIES LLC	REPAIR AND MAINTENANCE	500240	555510	500.00
06/26/2026	PWBDD	53903	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	457.05
06/26/2026	PWBDD	53904	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	126.84
06/26/2026	PWBDD	53905	WALTS PETROLEUM SERVICE INC	PROFESSIONAL SERVICES	500210	533210	455.00
06/26/2026	PWBDD	53906#	WAYSIDE NURSERIES, INC.	OPERATING SUPPLIES	500350	533210	468.00
				LEGACY TREE & BENCH PROGRAM	500384	555510	415.00
		Check PWBDD 53906	Total for Fund 100 GENERAL FUND				883.00
06/26/2026	PWBDD	53907	WISCONSIN CHIEFS OF POLICE ASSOC.	TRAVEL & TRAINING	500330	522110	275.00
06/26/2026	PWBDD	53908	WISCONSIN POLICE LEADERSHIP FOUNDA	TRAVEL & TRAINING	500330	522130	275.00
06/26/2026	PWBDD	53909#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	51,215.76
				MAINT/CONTRACTED SERVICES	500290	533730	28,545.29
		Check PWBDD 53909	Total for Fund 100 GENERAL FUND				79,761.05
06/26/2026	PWBDD	53910*#	ZILLMER TREE MANAGEMENT, LLC	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	2,450.00
				TREES AND SUPPLIES	500341	555510	4,900.00
		Check PWBDD 53910	Total for Fund 100 GENERAL FUND				7,350.00

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Fund: 100 GENERAL FUND							
07/01/2026	PWBDD	53911	JULIA SITZBERGER	INVOICE CLEARING ACCOUNT	131060	000000	1,086.00
07/01/2026	PWBDD	53912	ONTECH SYSTEMS, INC	EQUIPMENT/SOFTWARE	500380	514700	1,554.00
07/02/2026	PWBDD	53919*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	69.68
				MAINTENANCE PARTS	500353	533210	11.91
				OPERATING SUPPLIES	500350	533210	11.97
				MAINTENANCE PARTS	500353	533210	12.80
				REPAIR AND MAINTENANCE	500240	555510	61.44
				REPAIR AND MAINTENANCE	500240	555510	3.60
				REPAIR AND MAINTENANCE	500240	555510	17.88
				REPAIR AND MAINTENANCE	500240	555510	13.81
				REPAIR AND MAINTENANCE	500240	518100	58.20
			Check PWBDD 53919 Total for Fund 100 GENERAL FUND				261.29
07/02/2026	PWBDD	53920#	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	125.99
				MAINTENANCE PARTS	500353	533210	645.26
				REPAIR AND MAINTENANCE	500240	555510	91.94
			Check PWBDD 53920 Total for Fund 100 GENERAL FUND				863.19
07/02/2026	PWBDD	53923	COMMUNITY UNITED METHODIST CHURCH	CUMC RENT	500390	555140	150.00
07/02/2026	PWBDD	53925	ENERCON, INC.	REPAIR AND MAINTENANCE	500240	555510	1,995.00
07/02/2026	PWBDD	53926	EQUIPMENT RENTALS INC	REPAIR AND MAINTENANCE	500240	533311	57.20
07/02/2026	PWBDD	53928	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	229.41
07/02/2026	PWBDD	53929	FORWARD TS	COMPUTER/COPIER SUPPLIES	500312	514100	14.00
				COMPUTER/COPIER SUPPLIES	500312	514100	14.00
			Check PWBDD 53929 Total for Fund 100 GENERAL FUND				28.00
07/02/2026	PWBDD	53935	LANNON STONE PRODUCTS, INC.	REPAIR AND MAINTENANCE	500240	533311	951.44
07/02/2026	PWBDD	53936*#	LAWNSCAPERS, INC	MAINT/CONTRACTED SERVICES	500290	555510	1,963.00
				CONTINGENCY RESERVE	500990	591000	4,662.80
			Check PWBDD 53936 Total for Fund 100 GENERAL FUND				6,625.80
07/02/2026	PWBDD	53940	MILWAUKEE SPRING & ALIGNMENT	MAINTENANCE PARTS	500353	533210	1,195.56
07/02/2026	PWBDD	53943*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	84.24
				MAINTENANCE PARTS	500353	533210	22.21
				MAINTENANCE PARTS	500353	533210	83.16
				REPAIR AND MAINTENANCE	500240	522120	169.99
			Check PWBDD 53943 Total for Fund 100 GENERAL FUND				359.60
07/02/2026	PWBDD	53944	NIPPON SANSO MATHESON INC	MAINTENANCE PARTS	500353	533210	108.75
07/02/2026	PWBDD	53947	OUTDOOR LIGHTING CONST CO, INC.	REPAIR AND MAINTENANCE	500240	533421	168.00
07/02/2026	PWBDD	53948	PAYNE & DOLAN, INC.	REPAIR AND MAINTENANCE	500240	533311	211.64
07/02/2026	PWBDD	53950	RAINBOW ECOSCIENCE	MAINT/CONTRACTED SERVICES	500290	555510	112.28
07/02/2026	PWBDD	53953	RHOMAR INDUSTRIES, INC	MAINTENANCE PARTS	500353	533210	969.09
07/02/2026	PWBDD	53957	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	274.17

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Fund: 100 GENERAL FUND							
07/02/2026	PWBDD	53958	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	126.84
06/25/2026	AGX	7(E)*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	61.76
06/25/2026	AGX	8(E)*	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	150.28
06/25/2026	AGX	9(E)*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	533210	100.00
				TELEPHONE/COMMUNICATIONS	500225	533110	10.50
				TELEPHONE/COMMUNICATIONS	500225	555510	31.50
Check AGX 9(E) Total for Fund 100 GENERAL FUND							142.00
Total For Fund: 100							209,586.63
Fund: 200 CEMETERY FUND							
07/01/2026	AGX	14(E)	SITEONE LANDSCAPE SUPPLY	OPERATING SUPPLIES	500350	544210	391.76
07/01/2026	AGX	23(E)	EGELHOFF LAWNMOWER SERVICE	OPERATING SUPPLIES	500350	544210	67.98
06/26/2026	PWBDD	270(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - CEMETERY 969605	500222	544210	10.35
				ELECTRIC - ZUR RUHE 369700	500222	544210	19.80
				WATER SERVICE - ZUR RUHE 369700	500226	544210	25.75
				ELECTRIC - IMMANUAL 292300	500222	544210	18.92
				WATER SERVICE - IMMANUAL 292502	500226	544210	119.90
Check PWBDD 270(E) Total for Fund 200 CEMETERY FUND							194.72
07/02/2026	PWBDD	53933	J R BOEHLKE INC	PROFESSIONAL SERVICES	500210	544210	909.00
				PROFESSIONAL SERVICES	500210	544210	928.00
Check PWBDD 53933 Total for Fund 200 CEMETERY FUND							1,837.00
Total For Fund: 200							2,491.46
Fund: 220 RECREATION PROGRAMS FUND							
06/26/2026	PWBDD	53872	FUNTACTICS SOCCER CAMP	MAINT/CONTRACTED SERVICES	500290	555390	802.39
06/26/2026	PWBDD	53882*#	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	187.80
06/26/2026	PWBDD	53893	REBEL ATHLETIC, INC	POMS EXPENSES	500394	555390	638.91
07/02/2026	PWBDD	53930	FUNTACTICS SOCCER CAMP	MAINT/CONTRACTED SERVICES	500290	555390	3,815.56
07/02/2026	PWBDD	53932	HOPKINS SPORTS CAMPS, LLC	MAINT/CONTRACTED SERVICES	500290	555390	850.00
07/02/2026	PWBDD	53938	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	1,678.55
07/02/2026	PWBDD	53941	MOTI SPORTS INC	MAINT/CONTRACTED SERVICES	500290	555390	350.00
07/02/2026	PWBDD	53954	RIVOLI THEATRE	SUPPLIES AND EXPENSES	500347	555390	520.00
Total For Fund: 220							8,843.21
Fund: 231 AMERICAN RESCUE PLAN ACT							
07/02/2026	PWBDD	53936*#	LAWNSCAPERS, INC	GRANT EXPENDITURES	500331	566721	12,817.20
Total For Fund: 231							12,817.20
Fund: 232 DONATIONS							
07/02/2026	PWBDD	53951	RAY ALLEN MANUFACTURING, LLC	K-9 UNIT EXPENSE	500352	522120	322.96
Total For Fund: 232							322.96

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Fund: 240 SWIMMING POOL FUND							
06/26/2026	PWBDD	270(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - POOL 960800	500222	555320	2,176.82
				WATER - POOL 960800	500226	555320	2,874.08
			Check PWBDD 270(E) Total for Fund 240 SWIMMING POOL FUND				5,050.90
06/26/2026	PWBDD	53848	ABLE DISTRIBUTING	MAINTENANCE SUPPLIES	500340	555320	176.52
06/26/2026	PWBDD	53851	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	872.84
06/26/2026	PWBDD	53873	GALAXY SPORT LLC	OPERATING SUPPLIES	500350	555320	260.00
06/26/2026	PWBDD	53877*#	GRAFTON ACE HARDWARE	MAINTENANCE SUPPLIES	500340	555320	17.98
				MAINTENANCE SUPPLIES	500340	555320	56.67
			Check PWBDD 53877 Total for Fund 240 SWIMMING POOL FUND				74.65
07/02/2026	PWBDD	53916	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	79.50
				OPERATING SUPPLIES	500350	555321	389.35
			Check PWBDD 53916 Total for Fund 240 SWIMMING POOL FUND				468.85
07/02/2026	PWBDD	53959	WILLIAM FITZGERALD	SWIMMING POOL - LESSONS	467342	000000	120.00
Total For Fund: 240							7,023.76
Fund: 260 LIBRARY FUND							
07/01/2026	AGX	20(E)	PLAYAWAY PRODUCTS LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	68.99
06/26/2026	PWBDD	270(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - LIBRARY 965500	500222	555110	1,971.20
				ELECTRIC - LIBRARY 969608	500222	555110	20.71
				WATER SERVICE 965501	500226	555110	257.66
			Check PWBDD 270(E) Total for Fund 260 LIBRARY FUND				2,249.57
06/26/2026	PWBDD	53850	AMAZON CAPITOL SERVICES	PROGRAM SUPPLIES	500308	555110	39.87
				DONATION EXPENDITURES	500322	555110	221.01
				DONATION EXPENDITURES	500322	555110	142.84
				DONATION EXPENDITURES	500322	555110	635.36
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	37.91
				DONATION EXPENDITURES	500322	555110	33.00
				DONATION EXPENDITURES	500322	555110	368.84
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	16.50
				MARKETING	500223	555110	19.99
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	34.95
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	19.96
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	82.90
				OFFICE SUPPLIES	500310	555110	196.66
				OFFICE SUPPLIES	500310	555110	122.17
				DONATION EXPENDITURES	500322	555110	34.81
				OPERATING SUPPLIES	500350	555110	43.46
				DONATION EXPENDITURES	500322	555110	20.94
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	93.74
			Check PWBDD 53850 Total for Fund 260 LIBRARY FUND				2,164.91
06/26/2026	PWBDD	53858*#	CINTAS CORPORATION	MAINT/CONTRACTED SERVICES	500290	555110	319.69
06/26/2026	PWBDD	53859	CULLIGAN OF WEST BEND	MAINT/CONTRACTED SERVICES	500290	555110	86.50
06/26/2026	PWBDD	53885	NASSCO, INC.	MAINT/CONTRACTED SERVICES	500290	555110	305.83

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Fund: 260 LIBRARY FUND							
06/26/2026	PWBDD	53887*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	43.51
07/02/2026	PWBDD	53934	JAMES IMAGING SYSTEMS, INC.	MAINT/CONTRACTED SERVICES	500290	555110	223.46
				MAINT/CONTRACTED SERVICES	500290	555110	461.50
		Check PWBDD 53934	Total for Fund 260 LIBRARY FUND				684.96
06/25/2026	AGX	6(E)	SPRINGSHARE LLC	MARKETING	500223	555110	5,705.00
Total For Fund: 260							11,628.96
Fund: 270 FIRE DEPT & EMS							
07/01/2026	AGX	19(E)	ASCENSION WI EMP SOLUTIONS	OPERATING SUPPLIES	500350	522500	1,026.00
06/26/2026	PWBDD	270(E)*#	CEDARBURG LIGHT & WATER	ELECTRIC - 161000	500222	522500	111.47
				WATER SERVICE - 161000	500226	522500	62.98
				ELECTRIC - 161200	500222	522500	294.50
				WATER SERVICE - 161200	500226	522500	365.98
				ELECTRIC - 161201	500222	522500	1,155.18
				ELECTRIC - 546800	500222	522500	41.81
		Check PWBDD 270(E)	Total for Fund 270 FIRE DEPT & EMS				2,031.92
06/25/2026	AGX	5(E)*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	31.99
06/26/2026	PWBDD	53856	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	991.80
06/26/2026	PWBDD	53863	EMS MANAGEMENT & CONSULTANTS	PROFESSIONAL SERVICES	500210	522500	4,048.30
				PROFESSIONAL SERVICES	500210	522500	4,544.58
		Check PWBDD 53863	Total for Fund 270 FIRE DEPT & EMS				8,592.88
06/26/2026	PWBDD	53867	FIRE SAFETY USA INC	FIREFIGHTING EQUIPMENT	500380	522500	366.95
06/26/2026	PWBDD	53871*#	FP SOLUTIONS LLC	OPERATING SUPPLIES	500350	522500	165.00
06/26/2026	PWBDD	53874	GALLS, LLC	UNIFORMS	500346	522500	99.44
				UNIFORMS	500346	522500	59.67
				UNIFORMS	500346	522500	99.44
		Check PWBDD 53874	Total for Fund 270 FIRE DEPT & EMS				258.55
06/26/2026	PWBDD	53884*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	40.82
06/26/2026	PWBDD	53886	NFPA	PROF PUBLICATIONS AND DUES	500320	522500	225.00
06/26/2026	PWBDD	53902	TOMASO'S	OPERATING SUPPLIES	500350	522500	97.50
07/02/2026	PWBDD	53913	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	108.69
07/02/2026	PWBDD	53914	AMERICAN RESPONSE VEHICLES, INC	REPAIR AND MAINTENANCE	500240	522500	1,002.00
07/02/2026	PWBDD	53915	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	669.02
07/02/2026	PWBDD	53917	BEN SCHUSTER	TRAVEL & TRAINING	500330	522500	103.00
07/02/2026	PWBDD	53918	BEST HEATING & AIR CONDITIONING	OPERATING SUPPLIES	500350	522500	3,310.43
07/02/2026	PWBDD	53921	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	17.90
				EMS SUPPLIES AND EXPENSES	500347	522500	1,922.13
		Check PWBDD 53921	Total for Fund 270 FIRE DEPT & EMS				1,940.03
07/02/2026	PWBDD	53924	DENISA DEMCZAK	OPERATING SUPPLIES	500350	522500	156.89

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE 06/21/2026 - 07/02/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
07/02/2026	PWBDD	53927	FIRE SAFETY USA INC	FIREFIGHTING EQUIPMENT	500380	522500	871.95
07/02/2026	PWBDD	53931	GALLS, LLC	UNIFORMS	500346	522500	52.17
				UNIFORMS	500346	522500	14.18
				UNIFORMS	500346	522500	0.00
				UNIFORMS	500346	522500	190.93
Check PWBDD 53931 Total for Fund 270 FIRE DEPT & EMS							257.28
07/02/2026	PWBDD	53937	MARIIA VALENTIUK	TRAVEL & TRAINING	500330	522500	292.99
07/02/2026	PWBDD	53943*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	113.71
07/02/2026	PWBDD	53945	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	40.36
				OPERATING SUPPLIES	500350	522500	16.20
Check PWBDD 53945 Total for Fund 270 FIRE DEPT & EMS							56.56
07/02/2026	PWBDD	53946	OUT & OUT CATERING	EMPLOYEE RELATIONS	500329	522500	357.55
07/02/2026	PWBDD	53949	PEPSI-COLA BEVERAGE SALES LLC	OPERATING SUPPLIES	500350	522500	259.83
07/02/2026	PWBDD	53952	RELIANT FIRE APPARATUS, INC.	REPAIR AND MAINTENANCE	500240	522500	246.06
06/25/2026	AGX	7(E)*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	358.06
Total For Fund: 270							23,932.46
Fund: 350 TIF DISTRICT FUND #4							
06/26/2026	PWBDD	53862*	EHLERS AND ASSOCIATES	PROFESSIONAL SERVICES	500210	566710	1,500.00
				PROFESSIONAL SERVICES	500210	566710	100.00
				PROFESSIONAL SERVICES	500210	566710	100.00
Check PWBDD 53862 Total for Fund 350 TIF DISTRICT FUND #4							1,700.00
Total For Fund: 350							1,700.00
Fund: 351 TIF DISTRICT FUND #5							
06/26/2026	PWBDD	53862*	EHLERS AND ASSOCIATES	PROFESSIONAL SERVICES	500210	566710	1,500.00
				PROFESSIONAL SERVICES	500210	566710	100.00
				PROFESSIONAL SERVICES	500210	566710	100.00
Check PWBDD 53862 Total for Fund 351 TIF DISTRICT FUND #5							1,700.00
Total For Fund: 351							1,700.00
Fund: 352 TIF DISTRICT FUND #3							
06/26/2026	PWBDD	53862*	EHLERS AND ASSOCIATES	PROFESSIONAL SERVICES	500210	566710	1,500.00
				PROFESSIONAL SERVICES	500210	566710	100.00
				PROFESSIONAL SERVICES	500210	566710	100.00
Check PWBDD 53862 Total for Fund 352 TIF DISTRICT FUND #3							1,700.00
Total For Fund: 352							1,700.00
Fund: 353 TIF DISTRICT #6							
06/26/2026	PWBDD	53862*	EHLERS AND ASSOCIATES	PROFESSIONAL SERVICES	500210	566710	1,500.00
				PROFESSIONAL SERVICES	500210	566710	100.00
				PROFESSIONAL SERVICES	500210	566710	100.00
Check PWBDD 53862 Total for Fund 353 TIF DISTRICT #6							1,700.00
Total For Fund: 353							1,700.00

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE 06/21/2026 - 07/02/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 354 TIF DISTRICT #7							
06/26/2026	PWBDD	53862*	EHLERS AND ASSOCIATES	PROFESSIONAL SERVICES	500210	566710	1,500.00
				PROFESSIONAL SERVICES	500210	566710	100.00
				PROFESSIONAL SERVICES	500210	566710	100.00
			Check PWBDD 53862 Total for Fund 354 TIF DISTRICT #7				1,700.00
06/26/2026	PWBDD	53910*#	ZILLMER TREE MANAGEMENT, LLC	MAINT/CONTRACTED SERVICES	500290	566710	6,647.00
Total For Fund: 354							8,347.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
06/22/2026	AGX	1(E)	R.A. SMITH NATIONAL	STREET IMPROVEMENTS	500854	533311	31,923.80
07/01/2026	AGX	10(E)*#	R.A. SMITH NATIONAL	STREET IMPROVEMENTS	500854	533311	686.14
				STORMWATER IMPROVEMENTS	500475	533440	164.46
				DUE FROM LIGHT & WATER	156200	000000	452.71
			Check AGX 10(E) Total for Fund 400 CAPITAL IMPROVEMENTS FUND				1,303.31
07/01/2026	AGX	11(E)	R.A. SMITH NATIONAL	STREET IMPROVEMENTS	500854	533311	26,856.80
07/01/2026	AGX	17(E)	GENERAL COMMUNICATIONS INC	VEHICLE REPLACEMENTS	500811	522120	4,950.95
06/26/2026	PWBDD	268(A)	VANDER HAAG'S INC	EQUIP REPLACEMENT	500880	533210	9,059.69
06/26/2026	PWBDD	53861*#	DORNER INC.	STREET IMPROVEMENTS	500854	533311	380,161.94
				STORMWATER IMPROVEMENTS	500475	533440	23,402.57
				DUE FROM LIGHT & WATER	156200	000000	241,353.50
			Check PWBDD 53861 Total for Fund 400 CAPITAL IMPROVEMENTS FUND				644,918.01
06/26/2026	PWBDD	53869	FJA CHRISTENSEN ROOFING CO, INC	CITY HALL IMPROVEMENTS	500806	518100	5,000.00
				FINAL PAYMENT BEING HELD TILL COMPLETION	500806	518100	13,500.00
			Check PWBDD 53869 Total for Fund 400 CAPITAL IMPROVEMENTS FUND				18,500.00
06/26/2026	PWBDD	53898	SOUTHEASTERN WISCONSIN WATERSHEDS	NR216 COMPLIANCE	500472	533440	3,876.00
07/02/2026	PWBDD	53955	SCHAEFER POWER SYSTEMS, INC	LED LIGHTING PROJECT ENCUMBRANCE	500824	555110	6,418.83
				LIBRARY BUILDING	500824	555110	5,404.17
				LIBRARY BUILDING	500824	555110	6,247.00
			Check PWBDD 53955 Total for Fund 400 CAPITAL IMPROVEMENTS FUND				18,070.00
07/02/2026	PWBDD	53956	SES LLC	EQUIP REPLACEMENT	500880	533210	1,639.40
06/25/2026	AGX	8(E)*	RAY O'HERRON CO., INC.	OFFICER EQUIPMENT	500724	522120	333.55
Total For Fund: 400							761,431.51
Fund: 601 WATER RECYCLING CENTER							
07/01/2026	AGX	10(E)*#	R.A. SMITH NATIONAL	COLLECTION MAINS AND ACCESS.	184313	000000	465.10
06/26/2026	PWBDD	270(E)*#	CEDARBURG LIGHT & WATER	GARFIELD LIFT STATION 953600	500340	573840	1,352.09
				GARFIELD LIFT STATION 953601	500340	573840	98.42
				ELECTRIC - SEWER PLANT 957501	500222	573825	10,553.35
				WRC PLANT WATER - 957502	500226	573825	152.60
				WRC PLANT WATER - 957503	500226	573825	218.17
				RIVEREDGE LIFT STATION - 150700	500340	573840	36.28
				DOERR WAY LIFT STATION - 194300	500340	573840	74.24
				PORTLAND ROAD LIFT STATION - 411300	500340	573840	43.96
				KEUP ROAD LIFT STATION - 448006	500340	573840	71.25

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE 06/21/2026 - 07/02/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
				CEDAR HEDGE LIFT STATION - 452900	500340	573840	103.66
				KENZIE WAY LIFT STATION - 464740	500340	573840	138.70
				HIGHLAND LIFT STATION - 362375	500340	573840	281.69
				EVERGREEN LIFT STATION - 804202	500340	573840	220.89
Check PWBDD 270(E) Total for Fund 601 WATER RECYCLING CENTER							13,345.30
06/25/2026	AGX	4(E)*#	FASTENAL COMPANY	SAFETY EQUIPMENT	500372	573825	31.13
06/25/2026	AGX	5(E)*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	98.85
06/26/2026	PWBDD	53858*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	238.63
06/26/2026	PWBDD	53861*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	117,999.04
06/26/2026	PWBDD	53883	MEAD & HUNT INC.	WRC ADAPTIVE MANAGEMENT	500383	573835	660.00
06/26/2026	PWBDD	53888*#	ONTECH SYSTEMS, INC	COMPUTER/COPIER SUPPLIES	500312	573825	647.00
				NEW SCADA AND DESKTOP COMPUTERS	185344	000000	2,100.00
				COMPUTER/COPIER SUPPLIES	500312	573825	1,924.00
Check PWBDD 53888 Total for Fund 601 WATER RECYCLING CENTER							4,671.00
06/26/2026	PWBDD	53890	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
06/26/2026	PWBDD	53891	PACE ANALYTICAL SERVICES, LLC	STATE OF WI TESTING	500323	573850	198.60
06/26/2026	PWBDD	53896	SJE	MAINTENANCE SUPPLIES	500340	573830	670.49
06/26/2026	PWBDD	53900*#	SPARTAN TRUF PRODUCTS LLC	REPAIR AND MAINTENANCE	500240	573845	117.42
07/02/2026	PWBDD	53919*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	2.97
07/02/2026	PWBDD	53922	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	238.63
07/02/2026	PWBDD	53939	MEAD & HUNT INC.	ENGINEERING	500215	573850	132.00
07/02/2026	PWBDD	53942	MULCAHY SHAW WATER, INC.	MAINTENANCE SUPPLIES	500340	573830	2,550.71
07/02/2026	PWBDD	53960#	XYLEM WATER SOLUTIONS	MAINTENANCE SUPPLIES	500340	573840	1,693.00
				MAINTENANCE SUPPLIES	500340	573830	(616.00)
Check PWBDD 53960 Total for Fund 601 WATER RECYCLING CENTER							1,077.00
06/25/2026	AGX	9(E)*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	573825	36.00
Total For Fund: 601							144,057.87
Report Total:							1,197,283.02

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

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

CITY OF CEDARBURG
PAYROLL
6/27/26 - 7/10/26

PWSB PAYROLL CHECKING ACCOUNT

7/10/2026	\$286,017.03	Payroll for 6/21/26 - 7/4/26
7/10/2026	\$107,203.27	Payroll taxes for 6/21/26 - 7/4/26

\$393,220.30

City of Cedarburg, Wisconsin



City Administrator's Report

 Date: July 6, 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

Senior Center

- Attendance is slightly lower at the moment due to the typical summer lull.

Clerk

- The Partisan Primary will be held on August 11.

Water Recycling Center

- The WRC is fully staffed.
- Five lift stations went down as a result of the power outage. They were able to run on generators.
- Odor complaints are being addressed by lowering sludge.

Engineering

- Curbs are in on South Washington.
- Street and Utility Project is ahead of schedule.
- Quarry Park work has begun.

Library

- The Summer Reading Program is keeping the library very busy.
- Bids for solar roof panels were received. This will be discussed at the next Library Board meeting.

Building Inspection

- Cedar Place received occupancy.

Fire

- The department is working with staff at Ascension on providing first aid at the fair.