

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, AUGUST 26, 2024 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, August 26, 2024 at 7:00 p.m. or directly following the 6:30 p.m. Joint Common Council/Community Development Authority Meeting.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:
<https://us02web.zoom.us/j/84632256380>

AGENDA

1. CALL TO ORDER - Mayor Patricia Thome
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Patricia Thome, Council Members Jim Fitzpatrick, Kevin Curley, Kristin Burkart, Mark Mueller, Melissa Bitter, Robert Simpson, Kristian Lindo
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 2 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. PRESENTATION
 - A. 2023 Cedarburg Police Department Annual Report
8. NEW BUSINESS
 - A. Discussion and possible action on change in Amplified Music Ordinance*
 - B. Discussion and possible action on Resolution No. 2024-09 Authorizing the Issuance and Sale of up to \$250,032 Taxable Water System and Electric System Revenue Bonds, Series 2024, and providing for other details and covenants with respect thereto*
 - C. Discussion and possible action on Resolution No. 2024-10 Authorizing the Issuance and Sale of up to \$586,318 Taxable General Obligation Water System Promissory Notes, Series 2024, and providing for other details and covenants with respect thereto*

- D. Discussion and possible action on a request to increase the sewer rates for 2025*
- E. Discussion and possible action on Festivals request for overnight street closure during festivals *
- F. Discussion and possible action on Lincoln Building room leases for 2025*
- G. Discussion and possible action on approving Ramboll's proposal for additional N716 Site Investigation Activities for the former Prochnow Landfill site*
- H. Discussion and possible action on approval of Class "B" Beer and "Class B" Liquor License for Sierzant LLC, 1977 Shasta Ave. Grafton, WI., Seth Dehne, Agent, premise to be licensed: N49 W5471 Portland Avenue, known as Sierzant (formerly Ernie's Wine Bar)*
- I. Discussion and possible action on approval of a Class "A" Beer and "Class A" Liquor License for Station Cedarburg LLC, PO Box 590, Fond du Lac, WI., Himmat Dhillon, Agent, premise to be licensed: W62 N174 Washington Avenue, known as Station Cedarburg*
- J. Certification of the Code of Ethics with the exception the Community Development Authority which will be certified at their next regular meeting*

9. CONSENT AGENDA

- A. Discussion and possible action on approval of August 12, 2024 Council Meeting Minutes*
- B. Discussion and possible action on payment of bills dated 08/03/2024 through 08/16/2024, transfers from 08/10/2024 through 08/23/2024, and payroll for period 08/04/2024 through 08/16/2024*

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*
- B. Clerk's Report

11. COMMUNICATIONS

- A. Comments and suggestions from citizens**
- B. Mayor's Report

12. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(c) considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; more specifically to be discussed is item 12.B. & 12.C.

- A. Approval of Closed Session minutes from August 12, 2024 Common Council Meeting
- B. Discussion on 2025 wage increases for a specific list of employees
- C. Discussion on Administrator's Evaluation

13. RECONVENE TO OPEN SESSION

- A. Discussion and possible action 2025 wage increases for a specific list of employees
- B. Discussion and possible action on Administrator's evaluation

14. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee, or commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

* *Information attached for Council; available through City Clerk's Office.*

** *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.*

*** *Information available through the Clerk's Office.*

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

CEDARBURG POLICE DEPARTMENT

2023 ANNUAL REPORT



CEDARBURG POLICE DEPARTMENT ACCREDITATION



Subsequent to a voluntary and intensive inspection process and a hearing before the WI Law Enforcement Accreditation Group's Governing Board, the Cedarburg Police Department was unanimously granted official accreditation in May 2010 and earned re-accreditation in July 2013, July 2016, August 2019 and August 2022. According to the WILEAG Board, this highly recognized accreditation was granted based on CPD demonstrating its commitment to law enforcement excellence by complying with standards deemed essential to the protection of life, safety, and citizens' rights; and exemplifying the best professional practices in the conduct of its responsibilities. Accreditation is valid for a period of three years.

CEDARBURG POLICE DEPARTMENT

MISSION STATEMENT

Our mission is to work in partnership with the City to protect and enhance the quality of life for all who live, work, or visit our community. This is to be achieved by:

- Maintaining public peace and order through fair and impartial enforcement of the law.
- Fostering an environment of cooperation and trust within our organization and the community.
- Conducting public business efficiently and effectively.

DEPARTMENT VALUES

Members of the Cedarburg Police Department are committed to professionalism through:

- **SERVICE** – by providing quality responsive service and protection to all people in an efficient and effective manner, tempered with courtesy, compassion, and understanding.
- **INTEGRITY** – by upholding the public trust through honest, consistent, and forthright interaction with all people in order to foster an atmosphere of mutual trust and cooperation.
- **RESPECT** – by treating all persons with dignity and respect by promoting equality and fairness, in upholding their Constitutional rights without regard to race, religion, sexual orientation, or ability.

GOALS AND OBJECTIVES

A. To identify criminal offenders and criminal activity and, where appropriate, to apprehend offenders and participate in subsequent court proceedings.

This consists of identifying those thought to be guilty of having committed a criminal offense and subsequently proceeding against them. The investigation process typically involves the gathering of information from victims and witnesses, the collection and analysis of physical evidence, and the relating of the results of these and other inquiries to one or more individuals identified as likely to have committed the offense.

B. To reduce the opportunities for the commission of some crimes through preventive patrol and other measures.

The Department is responsible for interacting with the community to generate mutual understanding so that there may be public support for crime prevention. Community involvement is essential to facilitate a free flow of information between the public and the Department to assist in the identification of problem areas and to inform the public of crime statistics and trends.

C. To aid individuals who are in danger of physical harm.

This aid extends beyond incidents in which the threatened harm is the result of a criminal attack, but also against hazards, accidents, or even discomforts of life.

D. To protect Constitutional guarantees.

An officer may enforce any Federal, State, or local statute which is valid on its face without fear of abrogating the Constitutional rights of the person violating that statute. An officer who lawfully acts within the scope of his/her authority does not deprive persons of their civil liberties.

E. To facilitate the movement of people and vehicles.

The police have assumed a major share of the responsibility for achieving and maintaining the high degree of order that is necessary to make the free movement of people and vehicles possible.

F. To assist those who cannot care for themselves.

Policing consists of providing care and assistance to those who cannot care for themselves because of their age, their state of health, the physically disabled, those with mental health issues, the developmentally disabled, and those suffering from substance addictions.

G. To resolve conflict.

The police contribute to the order of the community by resolving inter-group conflict with the objective of resolving clashes before they involve physical confrontation.

H. To identify problems that are potentially serious law enforcement or governmental problems.

The police identify problems that plague the community and channel complaints to the proper governmental agency. Police sort out situations that require attention and identify policies and practices of other governmental agencies which are in need of correction.

I. To create and maintain a feeling of security in the community.

Police help to create an atmosphere that makes it possible for people, exercising reasonable care and precaution, to carry on their ordinary, daily activities with the expectation that they will not be endangered, interfered with, or subject to criminal attack.

J. To promote and preserve order.

The handling of a civil disturbance is viewed as extraordinary, but is among the most firmly established responsibilities of the police.

K. To provide other services on an emergency basis.

Saving lives and aiding the injured, locating lost persons, keeping the peace, and providing for many other miscellaneous needs are basic services provided by the Department. To satisfy these requests, the Department responds to calls for service and renders such aid or advice as is necessitated or indicated by the situation.



August 13, 2024

TO: Mayor Patricia Thome and Members of the Common Council, President Joel Dhein and Members of the Police and Fire Commission, and the Citizens of the City of Cedarburg

Subject: Presentation of the Cedarburg Police Department's 2023 Annual Report

Dear Mayor Thome, Members of the Common Council, President Dhein, Members of the Police and Fire Commission, and Citizens of Cedarburg,

It is my honor to present to you the 2023 Annual Report of the Cedarburg Police Department. The past year has been one of dedication, collaboration, and progress for our department, as we have continued to provide high-quality service to our community while maintaining a low crime rate, which directly enhances the overall quality of life in Cedarburg.

We are fortunate to serve a city where various departments, including the Fire Department, Department of Public Works, City Hall, and the Cedarburg School District, work together with a strong sense of unity and purpose. This level of cooperation is often rare in other communities, but in Cedarburg, it is a testament to our shared commitment to serving the citizens.

As a major tourist destination in Wisconsin, Cedarburg hosts a significant number of special events each year. Our Police Department has cultivated a great working relationship with event organizers, ensuring these occasions are safe, enjoyable, and increasingly popular. In fact, we continue to host the largest number of special events within Ozaukee County, with our officers consistently excelling in maintaining safety and security for all attendees.

In 2023, the Cedarburg Police Department experienced some key personnel changes. We welcomed Officer Vladislav Melnikov to our team, and we bid a fond farewell to Sergeant Brian Emmrich upon his retirement. To fill the vacancy left by Sergeant Emmrich, Officer Benjamin Buckenberger was promoted to Patrol Sergeant. Additionally, we proudly witnessed Officer Justin Buboltz's successful graduation from the Police Academy in May of 2023.

A notable highlight of 2023 was the selection of Officer Jonathan Schemenauer as our new K9 officer, along with the introduction of K9 Nitro, who is the first explosive detection K9 in Ozaukee County. Officer Schemenauer attended K9 training at Shallow Creek Kennels in Pennsylvania, the premier K9 training facility in the country. K9 Nitro and his partner will be integral to our security plans for Cedarburg's many special events throughout the year. K9 Nitro is also trained in patrol work, evidence detection (including shell casings and firearms), and the tracking of missing persons or suspects.

Furthermore, the Cedarburg Police Department had the honor of hosting the 40th annual National Night Out event in 2023. Administrative Assistant Amy Fischer did an outstanding job in planning this event, which was an overwhelming success with an attendance of approximately 1,400 people. We look forward to the future and to further strengthening our relationship with the citizens of Cedarburg.

We are deeply grateful for the continued support of the Department and its Officers. It is a privilege to serve such a wonderful community, and we remain committed to ensuring Cedarburg remains a safe and vibrant place to live and visit.

Sincerely,

Michael D. McNerney

Michael McNerney
Chief of Police

W75 N444 Wauwatosa Road | Cedarburg, WI 53012

Office: 262-375-7620 | Fax: 262-375-7624

cityofcedarburg.wi.gov/police-department

TABLE OF CONTENTS

ACCREDITATION	1
MISSION STATEMENT	2
GOALS AND OBJECTIVES	3
LETTER FROM CHIEF MCNERNEY	5
TABLE OF CONTENTS	6
CHAIN OF COMMAND	8
PERSONNEL ROSTER AND YEARS OF SERVICE	9
POLICE AND FIRE COMMISSION	11
2023 COMMENDATIONS	12
2023 RETIREMENT, PROMOTIONS AND NEW EMPLOYEES	15
NATIONAL NIGHT OUT 2023	17
AUXILIARY POLICE UNIT	18
CHAPLAINS	19
SCHOOL CROSSING GUARDS	20
UNIFORM CRIME STATISTICS	21
DEPARTMENT ACTIVITY SUMMARY	22
INCIDENTS AND ARRESTS	26
PATROL AND TOTAL OFFICER ACTIVITY (GRAPHS)	27
TRAFFIC AND PARKING ENFORCEMENT	28
RESPONSE TO RESISTANCE SUMMARY	29
VEHICLE PURSUITS	30

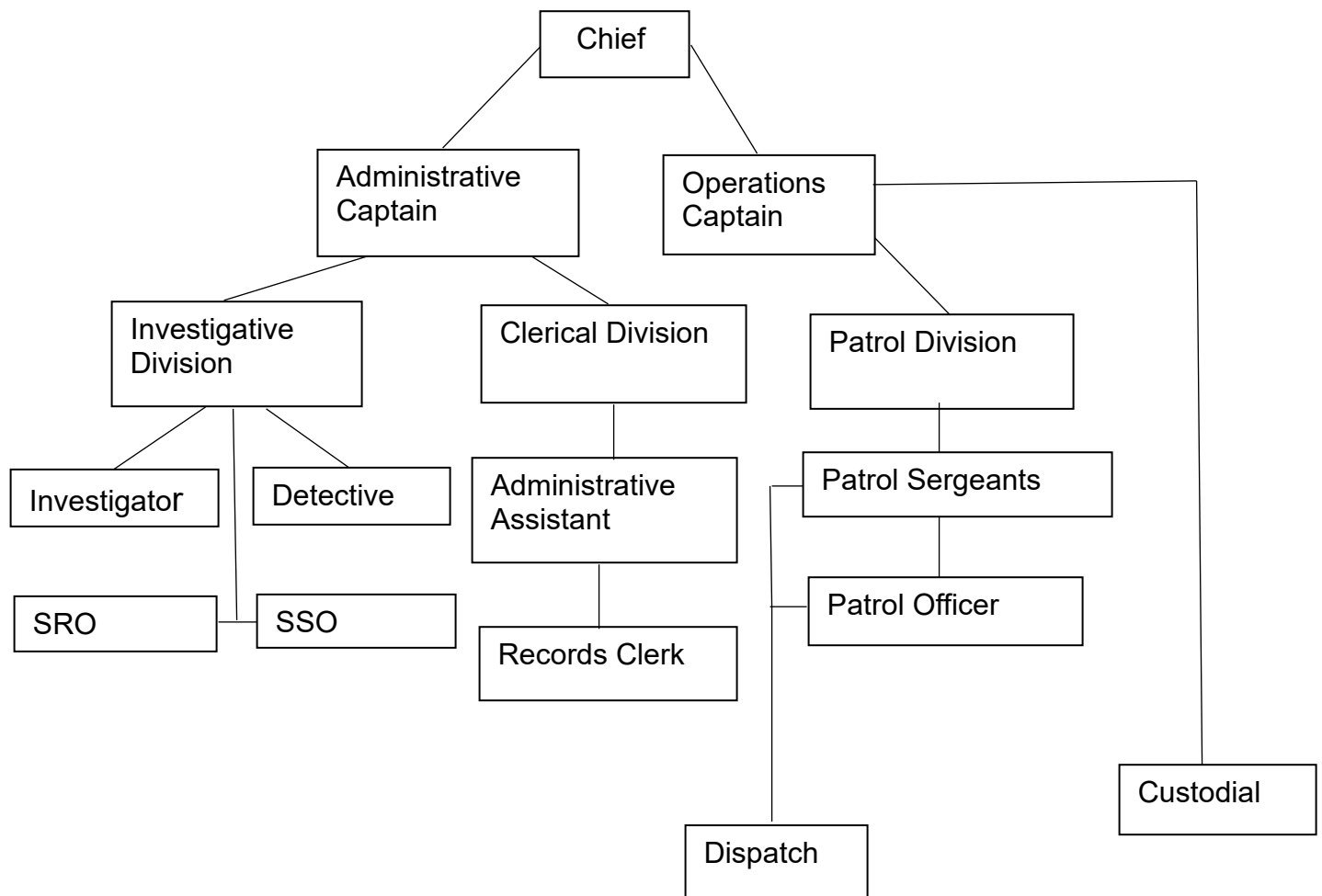
TABLE OF CONTENTS

CITIZEN COMPLAINTS	31
DISPATCH ACTIVITY AND ALARM-911 CALLS (GRAPHS)	32
SQUAD CAR STATISTICS	33
COURT CASES (Adults, Juveniles, Pretrials)	34
DEPARTMENT OF MOTOR VEHICLE AGENT	35
LOCAL ACTIVITIES AND EVENTS	36
OFFICER TRAINING SUMMARY	37
DISPATCHER AND SECRETARY TRAINING SUMMARY	50
2023 BUDGET	51

CEDARBURG POLICE DEPARTMENT

CHAIN OF COMMAND

Cedarburg Police Department Command Structure



CEDARBURG POLICE DEPARTMENT

2023 PERSONNEL

SWORN PERSONNEL

ADMINISTRATIVE:	Chief Michael D. McNerney Captain Joseph B. Kell
DETECTIVE DIVISION:	Captain Ryan T. Fitting Detective Nathan J. Butzler
PATROL DIVISION:	Sergeant Brian J. Emmich Sergeant Thomas E. Schellinger Sergeant Eric R. Wiesenberger Sergeant Rolland G. Kegley Sergeant Benjamin B. Buckenberger Patrol Officer Dustin D. Koehler Patrol Officer Thomas J. Develice Patrol Officer Casey C. Ward Patrol Officer Steven R. Chojnacki Patrol Officer Samuel T. Peters Patrol Officer Jacob F. Boldt Patrol Officer Dominic P. Andrews Patrol Officer James R. Bailey Patrol Officer Anthony J. Schlice Patrol Officer Jonathan K. Schemenauer Patrol Officer Brandon L. Becker Patrol Officer Wyatt J. Ecclestone Patrol Officer Justin D. Buboltz Patrol Officer Vladislav A. Melnikov

NON SWORN PERSONNEL

DISPATCHERS:	Keith A. Liebherr William A. Esselmann Kara J. Racine Bryan J. Price
CLERICAL:	Administrative Assistant Amy L. Fischer Records Clerk Pamela A. Holloway

CEDARBURG POLICE DEPARTMENT

2023 PERSONNEL-YEARS OF SERVICE

<u>POSITION</u>	<u>NAME</u>	<u>YEARS OF SERVICE</u>
Chief of Police	Michael D. McNerney	23 years, 10 months
Captain	Joseph B. Kell	30 years, 8 months
Captain	Ryan T. Fitting	18 years, 10 months
Detective/Juvenile Officer	Nathan J. Butzler	9 years, 10 months
Sergeant	Brian J. Emmrich	26 years, 3 months*
Sergeant	Thomas E. Schellinger	17 years, 4 months
Sergeant	Eric R. Weisenberger	11 years, 9 months
Sergeant	Rolland G. Kegley	21 years, 10 months
Sergeant	Benjamin B. Buckenberger	5 years, 11 months
Patrol Officer	Dustin D. Koehler	11 years, 6 months
Patrol Officer	Thomas J. Develice	9 years, 8 months
Patrol Officer	Casey C. Ward	7 years, 2 months
Patrol Officer	Steven R. Chojnacki	5 years, 11 months
Patrol Officer	Samuel T. Peters	4 years, 11 months
Patrol Officer	Jacob F. Boldt	4 years, 9 months
Patrol Officer	Dominic P. Andrews	4 years, 7 months
Patrol Officer	James R. Bailey	3 years, 5 months
Patrol Officer	Anthony J. Schlice	3 years, 5 months
Patrol Officer	Jonathan K. Schemenauer	3 years
Patrol Officer	Brandon L. Becker	2 year, 6 months
Patrol Officer	Wyatt J. Ecclestone	2 years
Patrol Officer	Justin D. Buboltz	1 year
Patrol Officer	Vladislav A. Melnikov	5 months~
Canine	Ranger	4 years, 7 months*
Dispatcher	Keith A. Liebherr	35 years
Dispatcher	William A. Esselmann	26 years
Dispatcher	Kara J. Racine	24 years, 1 month
Dispatcher	Bryan J. Price	6 years, 4 months
Administrative Assistant	Amy L. Fischer	26 years, 1 month
Records Clerk	Pamela A. Holloway	13 years, 8 months

*Sgt. Emmrich retired on July 20, 2023; Canine Ranger retired in December 2023

~Vladislav Melnikov joined the department on July 19, 2023

CEDARBURG POLICE AND FIRE COMMISSION

The Cedarburg Police and Fire Commission meets on the second Thursday of the month in January, March, May, July, September and November. The meetings begin at 7:00 p.m. and are held in the Community Room at the Cedarburg Police Department.

Members

Joel Dhein, Vice President
James M. Salp, Commissioner
Stacy Tolomeo, Commissioner
Terry Zimmerman, Vice President
Christopher Hackbarth, Secretary
Mark Sette, Secretary

Years of Service

2012 - Present
2001 - Present
2020 - Present
2020 - Present
2022 – May 2023
July 2023-Present



Joel Dhein



Jim Salp



Stacy Tolomeo



Terry Zimmerman



Chris Hackbarth

2023 COMMENDATIONS

LIFE SAVING AWARDS

The Life Saving Award is given to any member of this Department whose actions significantly contribute to the saving or prolonging of the life of another by actions which are beyond the scope of duties normally performed as a member of this Department. Congratulations on a job well done for all the recipients of the Life Saving Award.



On May 6, 2023 Officer Becker responded to a mutual aid call in the Village of Grafton for several individuals who had overdosed at a residence. Officer Becker administered Narcan to one individual, who was transported to the hospital.



On May 18, 2023 Officer Bailey responded to a report of a pulseless non-breather (PNB) in a vehicle. Officer Bailey removed the subject from the vehicle, placed the AED on the patient, with no shock advised, and thus began CPR on the subject. The victim was transported to the hospital.



On July 10, 2023 Officer Buckenberger responded to a mutual aid request in the town of Cedarburg for a pulseless non-breather. Upon arrival, it was believed the victim had overdosed on drugs; Narcan was administered and the victim was transported to the hospital.



On August 22, 2023 Officer Buboltz responded to a mutual aid request in the town of Cedarburg for a child who was a pulseless non-breather. Upon arrival, CPR was administered and the child was transported to the hospital.



Officer Koehler



Officer Schemenauer

On September 21, 2023 Officers Koehler and Schemenauer responded to a mutual aid request in the town of Cedarburg for a motor vehicle accident. Upon arrival, officers found the driver of the vehicle bleeding from the upper leg/thigh area. A tourniquet was applied to the wound area and officers remained on scene until the victim was transported to the hospital.

DISTINGUISHED SERVICE AWARD

The Distinguished Service Award is given to any member of this Department who engages in sustained performance or activities which are clearly beyond the expectations of that member's current assignment and which exemplify the highest level of professional commitment to the mission of this Department.



Sgt. Thomas Schellinger received the Distinguished Service Award for his work with the Special Response Team (SRT); work as a firearms instructor; and his work as an active shooter instructor and presentations related to active shooter training.

TOP GUN AWARD



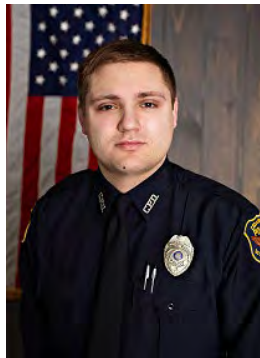
Officer Brandon Becker was recognized with the Top Gun Award program for 2023. The Top Gun Award is given to the officer who received the highest cumulative score for firearms training during the course of the year. This is Officer Becker's first time earning this award. Congratulations to Officer Becker on his outstanding performance!

LETTERS OF COMMENDATION

A Letter of Commendation is a higher-level commendation, often issued for either an outstanding single action or outstanding performance over a sustained period of time.



Det. Butzler



Officer Peters



Officer Ecclestone

On April 27, 2023 Det. Butzler, Officer Peters and Officer Ecclestone responded to report of a 19 year old with a knife wishing to harm himself. Officers were able to de-escalate the situation with the subject ultimately surrendering to officers without incident. The subject was transported to the hospital for evaluation. Great work on resolving this situation peacefully!

2023 Retirements, Promotions & New Employees

Retirement



After 26 years of dedicated service, Sergeant Brian Emmrich retired on July 20, 2023. Sgt. Emmrich began his career as a patrol officer and was promoted to Patrol Sergeant in 2018. Sgt. Emmrich also served as our department's first canine handler with K9 Jake, who served from January 2009 until his retirement in January of 2019. Sgt. Emmrich was also our police liaison for our Auxiliary Police/Emergency Government and special events coordinator. We wish him a long, happy and healthy retirement. Congratulations, Brian!

Promotions



Benjamin Buckenberger was promoted to Patrol Sergeant. Sgt. Buckenberger holds multiple certifications for our department, most notably firearms instructor and physical fitness assessor. Sgt. Buckenberger joined the department in 2018.

New Employees



Justin Buboltz joined the department December 27, 2022. Justin previously worked in corrections with the Waukesha County Sheriff's Office. Justin graduated from Milwaukee Area Technical College's 720-hour Law Enforcement Academy from May 2023. Justin previously worked at Waukesha County in their corrections division. Welcome to our squad Justin!



Officer Vladislav Melnikov joined our department on July 19, 2023. Vlad earned his 720-hour law enforcement certification from Milwaukee Area Technical College in December 2022. Welcome to the department, Vlad!

National Night Out

Ozaukee County National Night Out was hosted by the Cedarburg Police Department August 1, 2023 from 5:00-9:00 p.m. at Cedar Creek Park. The event promotes positive police-community relations. The event was attended by approximately 1,400 people, including volunteers; local, state and federal law enforcement agencies; community organizations; Cedarburg Fire Department; and community members.



CEDARBURG AUXILIARY POLICE OFFICERS

ROSTER

Kevin Runkel	Director
Scott Smith	Captain
Randy Bloch	Lieutenant
Clay Delsman	Sergeant
Kathy Klupper	Sergeant

Officers

Chandler Baures	Chris Beloin	Gabe Chido	Robert Doern
Frank Even	Aaron Gresch	Ken Hackl	Zachary Hoven
Dennis Moze	Ricky Sauthoff	Kamren Westphal	Austin Winkler
Mitchell Zale			

Sgt. Brian Emmrich	Police Liaison Officer (retired July 2023)
Sgt. Eric Weisenberger	Police Liaison Officer
Ray Vollrath	Fire Department Liaison Officer



Thank you for your dedicated service to our Community!

CPD CHAPLAIN SERVICE

Chaplains provide aid to CPD officers and the citizens of Cedarburg through a field service ministry. They provide spiritual guidance, pastoral counseling, comfort in times of crisis, and such physical help as they are equipped to give on an emergency basis. These services are provided upon request from members of the Cedarburg Police Department. The Chaplains also provide spiritual guidance and pastoral counseling to all CPD personnel, sworn and civilian, and their families in times of need. Police Chaplains are not intended to, nor do they wish to replace, an individual's own minister.

Pastor Randy Raasch has served as a chaplain since the program's inception in 2002.

In 2022, Rabbi Moshe Luchins became part of chaplaincy program.

Thank you Pastor Raasch and Rabbi Luchins for your service to our community.



Chief Michael McNerney, Pastor Raasch, Rabbi Luchins, Captain Kell

SCHOOL CROSSING GUARDS

Gail Andree-Kjell*
Scott Duvernell*
Betsy Hackett
Joanne Kiefer
James Lee
Gerald Radke
Cynthia Read

Steven Bourbonais
Debbie Gabert
Daniel Jabolonski
Brian Kjell
Marlene North
Peter Rausch
Kelly Whelpley

Thank you for your assistance in getting the children to school and back home safely!



*Scott Duvernell retired June 2023; Gail Andree Kjell retired November 2023

UNIFORM CRIME STATISTICS

Crime Index – Part I Offenses

The Cedarburg Police Department participates in the Uniform Crime Reporting (UCR) system. The Department submits the monthly crime statistics for the City of Cedarburg to the Wisconsin Department of Justice/Office of Justice Assistance which, in turn, forwards this information to the Federal Bureau of Investigation's Uniform Crime Reporting Division. Using this data, the FBI annually compiles and publishes *The Uniform Crime Reports* for the public.

The Crime Index is the total number of Part I offenses. Part I offenses include the following crimes: homicide, sexual assault, robbery, aggravated assault, burglary, theft, and motor vehicle thefts. The 2023 Crime Index for the City of Cedarburg shows a 45.1% decrease in Part I offenses from 2022.

PART I OFFENSES 2022 – 2023				
	Offenses		Cleared	
Violent Crime	2022	2023	2022	2023
Homicide	0	0	0	0
Forcible Rape	0	0	0	0
Robbery	0	0	1	0
Aggravated Assault	4	5	1	4
Total	4	5	2	4
Property Crime	2022	2023	2022	2023
Burglary	1	1	0	0
Larceny Theft	78	42	31	13
Motor Vehicle Theft	3	2	1	0
Arson	0	0	0	0
Total	82	45	32	13

The table below shows the two-year comparison of the value of stolen property by offense as reported on Uniform Crime Reports. In 2023, there was a 60.9% decrease in the stolen property value amounts.

VALUE OF PROPERTY STOLEN BY OFFENSE 2022-2023				
	2022		2023	
Offense	# of Offenses	\$	# of Offenses	\$
Robbery	0	\$0	0	\$0
Burglary	1	\$170	1	\$1,479
Larceny Theft	78	\$121,832	42	\$28,871
Motor Vehicle Theft	3	\$66,000	2	\$43,000
Total	82	\$187,832	45	\$73,350

CEDARBURG POLICE DEPARTMENT

YEAR END 2023

DEPARTMENT ACTIVITY SUMMARY

PAGE 1

CATEGORY	WARNINGS	ARRESTS	INCIDENTS	CATEGORY	AMOUNT
				CALLS FOR SERVICE	21150
ALCOHOL OFFENSE-ADULT	0	3	1	INCIDENTS W/O FIRE & RESCUE	505
ALCOHOL OFFENSE-JUVENILE	0	1	1	PERSON/MOTORIST ASSISTED	2057
ARREST ON WARRANTS	0	5	0	SUSPICIOUS CARS/PERSONS	195
ASSAULT - SIMPLE BATTERY	0	2	4	AUTO ACCIDENTS INVESTIGATED	144
ASSAULT - AGGR. BATTERY	0	5	5	DOORS CHECKED	96865
ASSAULT- SEXUAL	0	1	8	DOORS/WINDOWS FOUND OPEN	200
ASSIST OTHER DEPARTMENT	0	0	18	DOGS/CATS OFFENSES	102
ARSON	0	0	0		
BATTERY/D.V.I.	0	1	1	ASSIST OTHER DEPARTMENTS	317
BICYCLE/SKATEBOARD	1	0	0	VACATION CHECKS	1387
BURGLARY	0	0	1	VEHICLE LOCKOUTS	81
CCW	0	0	1	CITIZEN COMPLAINTS	2
CHILD ABUSE/NEGLECT	0	0	2		
CRIMINAL DAMAGE TO PROPERTY	0	7	21		
CURFEW	1	0	0	TELEPHONE CALLS	6005
DISORDERLY CONDUCT	43	41	58	PERSONS AT STATION	4816
DOG/CAT OFFENSES	19	1	8	PUBLIC RECORDS REQUESTS	565
FRAUD/FORGERY/BAD CHECK	0	2	43	RESCUE SQUAD CALLS	1180
HARASSMENT	2	2	15	FIRE CALLS	237
HOMICIDE/SUICIDE/NATURAL	0	0	29		0
LITTERING/LOITERING	1	0	0	FIRE ALARMS	63
MENTAL COMMITMENT	0	0	13	BURGLAR ALARMS	71
MISC. OTHER OFFENSES	2	8	108	FALSE ALARMS	101
NARCOTIC/DRUG OFFENSES	0	22	22	911 CALLS	1040
NOISE OFFENSES	3	0	0	FALSE 911 CALLS	350
OBEDIENCE/OBST. OFFICER	0	1	0	CHILD SAFETY SEAT INSPECTIONS	1
OTHER CITY ORD. VIOLATIONS	31	9	8	K-9 DEPLOYMENTS	43
PARK VIOLATIONS	19	0	0		
PERMIT/SIGN VIOLATIONS	1	0	0		
ROBBERY	0	0	0	TRAFFIC FINES	\$25,630.21
RUNAWAY/MISSING PERSON	0	0	5	PARKING CITATIONS	\$21,480.00
SMOKING VIOLATIONS	0	6	9	ACCIDENT/COMPLAINT REPORTS	\$1,770.42
SNOW/SIDEWALK VIOLATIONS	4	1	0	BICYCLE LICENSES	\$60.00
THEFT INCL. SHOPLIFTING	0	13	40	VEHICLE LOCKOUT SERV FEE	\$140.00
THEFT OF VEHICLE	0	0	2	FALSE ALARM FINES	\$505.00
TRESPASSING	7	23	5	FINGERPRINTING	\$370.00
TRUANCY	0	18	19		
HIT AND RUN	0	3	22		
SPEED	1857	84	0		
FAILURE TO OBEY SIGN	74	7	0		
STOP SIGN/SIGNAL	93	14	1	STOLEN PROPERTY REPORTED	\$71,220.00
O.A.W.I.	0	16	16	STOLEN PROPERTY NOT RECOVERED	\$69,876.00
O.A.A.S	0	57	9	AMOUNT RECOVERED	\$1,344.00
NO VALID DRIVERS LICENSE	0	31	2	STOLEN VEHICLES	1
15 DAY CITATIONS	250	0	0	STOLEN VEHICLES RECOVERED	1
ILLEGAL PARKING	18	380	0	WORTHLESS CHECKS REPORTED	0
WINTER PARKING	514	482	0	WORTHLESS CHECK AMOUNTS	\$0.00
OTHER TRAFFIC	1035	163	8	WORTHLESS CHECKS RECOVERED	\$0.00
TOTALS	3975	1409	505		

CEDARBURG POLICE DEPARTMENT

YEAR END 2023

DEPARTMENT ACTIVITY SUMMARY

PAGE 1a

OFFENSE CATEGORY	CITY ORD. ARRESTS	MISDEMEANORS	FELONIES
BATTERY/DOMESTIC VIOLENCE INCIDENT	0	0	3
BURGLARY	0	0	0
CARRYING CONCEALED WEAPON	0	0	0
CRIMINAL DAMAGE TO PROPERTY	4	3	0
DISORDERLY CONDUCT	30	12	0
FRAUD/FORGERY/BAD CHECK	0	1	1
HARASSMENT	2	0	0
NARCOTIC/DRUG OFFENSES**	14	5	3
OBEDIENCE/OBSTRUCTING OFFICER	1	0	0
THEFT (INCLUDES SHOPLIFTING)	6	5	1
THEFT OF MOTOR VEHICLE	0	0	0
TOTALS	57	26	8
**BREAKDOWN OF DRUG OFFENSES INCLUDED IN ARRESTS LISTED ABOVE			
TYPE OF DRUG	17 Yrs of Age & Under	18 Yrs. Of Age & Over	TOTALS
THC	2	12	14
COCAINE	0	2	2
LSD	0	0	0
HEROIN	0	1	1
AMPHETAMINES	0	0	0
PRESCRIPTION	0	1	1
OTHER	0	0	0
POSSESSION OF DRUG PARAPHERNALIA	0	13	13

Cedarburg Police Department Activity Summary																
YEAR END 2023										PAGE 4						
Officers	Speed Citations	Speed Warnings	Parking Citations	Parking warnings	OAWI Arrests	OAR/OAS/No DL Arrests	Other Traffic Arrests	Other Traffic Warnings	Accidents Investigated	City Ordinance Arrests	City Ordinance Warnings	15 Day Warnings	Vehicle Lockouts	Alarms Answered		Total of Page 1
Capt. Kell	1	3	0	0	0	0	0	3	1	0	0	0	0	0		8
Sgt. Emmrich	0	17	15	0	0	2	1	8	10	1	2	4	9	9		78
Sgt. Schellinger	0	32	69	0	1	2	3	5	8	1	1	0	2	6		130
Sgt. Weisenberger	3	92	7	1	0	6	6	58	10	2	16	11	3	3		218
Sgt. Kegley	2	91	61	20	0	4	3	34	9	2	10	3	6	7		252
Capt. Fitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Det. Butzler	0	0	1	0	0	0	1	2	2	0	0	0	0	0		6
P.O. Koehler	0	54	7	0	0	1	2	10	18	4	4	1	2	14		117
P.O. Develice	22	523	34	2	0	14	17	66	22	2	5	23	3	16		749
P.O. Ward	0	4	55	0	0	0	4	8	9	33	5	10	3	3		134
P.O. Chojnacki	6	88	109	1	2	5	49	104	13	9	16	32	7	5		446
Sgt. Buckenberger	2	57	8	0	0	4	10	38	5	4	7	12	6	5		158
P.O. Peters	5	95	31	5	1	7	22	135	19	19	13	35	9	12		408
P.O. Boldt	3	36	8	0	0	1	1	17	5	11	6	2	0	4		94
P.O. Andrews	17	31	124	154	3	4	11	21	3	3	4	3	2	11		391
P.O. Bailey	4	56	143	235	0	4	5	27	6	0	10	2	0	6		498
P.O. Schlice	1	62	27	0	1	4	5	84	15	8	6	3	9	13		238
P.O. Schemenauer	5	172	12	2	2	6	13	104	13	13	8	34	5	10		399
P.O. Becker	3	50	110	81	3	1	12	48	5	6	7	10	0	9		345
P.O. Ecclestone	5	166	18	17	2	7	11	69	13	2		27	7	11		355
P.O. Buboltz	3	148	10	1	0	6	4	63	14	0	10	29	7	13		308
P.O. Melnikov	2	80	13	14	1	10	5	71	7	2	3	9	4	5		226
Totals	84	1857	862	533	16	88	185	975	207	122	133	250	84	162		5558

Cedarburg Police Department ActivitySummary															
YEAR END 2023										PAGE 4a					
	Misdemeanor Arrests	Felony Arrests	Arrests on Warrants	Incidents Investigated	Doors and Windows Open	Fire and Rescue Calls	Dog and Cat Offenses	Suspicious Car or Person	Assist Other Department	Assist Person or Motorist	Subtotal Page 2	Subtotal Pages 1 and 2	Community Service Calls	Total of page 2	Total of page 1 and 2
Officers															
Capt. Kell	0	0	0	1	0	4	0	2	0	10	17	25	21	63	71
Sgt. Emmrich	0	0	0	17	0	44	6	8	11	241	327	405	593	1325	1403
Sgt. Schellinger	0	0	0	6	10	60	1	10	10	150	247	377	775	1399	1529
Sgt. Weisenberger	4	1	0	28	9	77	12	19	22	301	473	691	5483	6647	6865
Sgt. Kegley	4	0	0	15	9	62	3	25	17	219	354	606	7602	8562	8814
Capt. Fitting	0	0	0	0	0	1	0	0	0	1	2	2	0	4	4
Det. Butzler	0	2	0	6	1	7	0	1	0	25	42	48	3	93	99
P.O. Koehler	1	0	1	26	1	52	15	27	23	157	290	407	365	1062	1179
P.O. Develice	2	3	1	46	3	75	20	23	22	253	448	1197	398	2043	2792
P.O. Ward	2	2	0	59	0	18	5	7	10	73	176	310	216	702	836
P.O. Chojnacki	2	1	0	43	1	73	10	15	28	213	386	832	549	1767	2213
Sgt. Buckenberger	1	0	0	14	8	48	11	9	12	105	208	366	623	1197	1355
P.O. Peters	0	2	1	33	4	52	10	18	43	229	392	800	9024	10216	10624
P.O. Boldt	1	1	0	40	0	15	1	11	7	55	131	225	100	456	550
P.O. Andrews	2	0	0	10	4	69	3	23	22	140	273	664	1649	2586	2977
P.O. Bailey	2	0	0	6	125	60	4	13	12	144	366	864	1845	3075	3573
P.O. Schlice	3	1	0	22	7	43	9	19	33	180	317	555	7557	8429	8667
P.O. Schemenauer	4	0	0	34	13	92	14	29	42	251	479	878	6200	7557	7956
P.O. Becker	1	0	0	16	22	72	6	18	29	189	353	698	2076	3127	3472
P.O. Ecclestone	3	0	0	31	18	90	16	25	45	358	586	952	10086	11624	11979
P.O. Buboltz	2	1	1	26	0	85	17	9	21	174	336	644	1634	2614	2922
P.O. Melnilov	0	0	1	26	8	51	17	7	19	97	226	452	3451	4129	4355
Totals	34	14	5	505	243	1150	180	318	428	3565	6429	11998	60250	72248	84235

CEDARBURG POLICE DEPARTMENT

YEAR END 2023

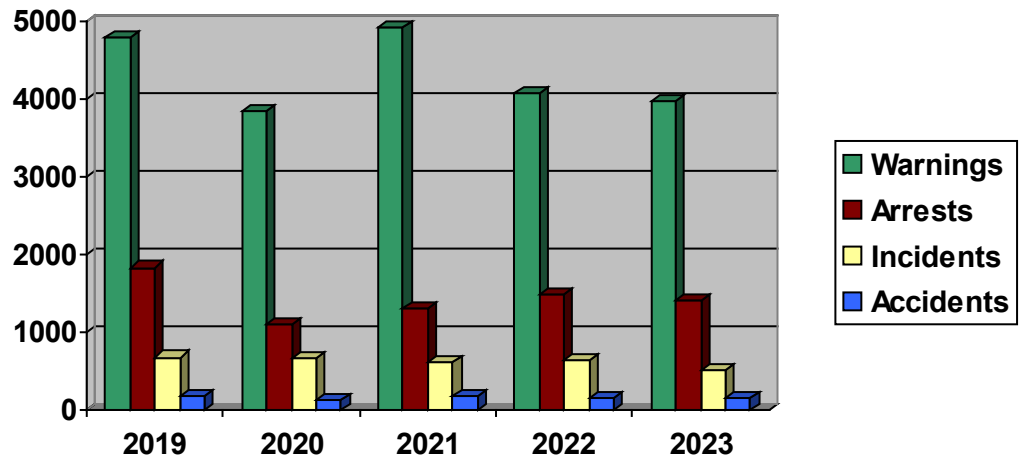
OFFICER	Incidents	Arrests	Charges	Arrests by Shift	
Capt. Kell	1	0	0		
Sgt. Emmrich	17	1	0	First Shift	76
Sgt. Schellinger	6	3	2		
Sgt. Weisenberger	28	9	3	Second Shift	70
Sgt. Kegley	15	6	3		
				Third Shift	24
Capt. Fitting	0	0	0		
Det/Juv Butzler	6	2	0	Total	170
P.O. Koehler	26	3	2	Incident Status	
P.O. Develice	46	10	12	Open	41
P.O. Ward	59	26	12	Closed	422
P.O. Chojnacki	43	13	9	Inactive	34
Sgt. Buckenberger	14	5	3	Unfounded	8
P.O. Peters	33	19	3	Total	505
P.O. Boldt	40	8	0		
P.O. Andrews	10	12	11		
P.O. Bailey	6	4	5		
P.O. Schlice	22	12	3		
P.O. Schemenauer	34	16	8		
P.O. Becker	16	5	7		
P.O. Ecclestone	37	8	4		
P.O. Buboltz	25	4	6		
P.O. Melnikov	21	4	3		
	505	170	96		

INCIDENTS MADE ACCORDING TO TIME

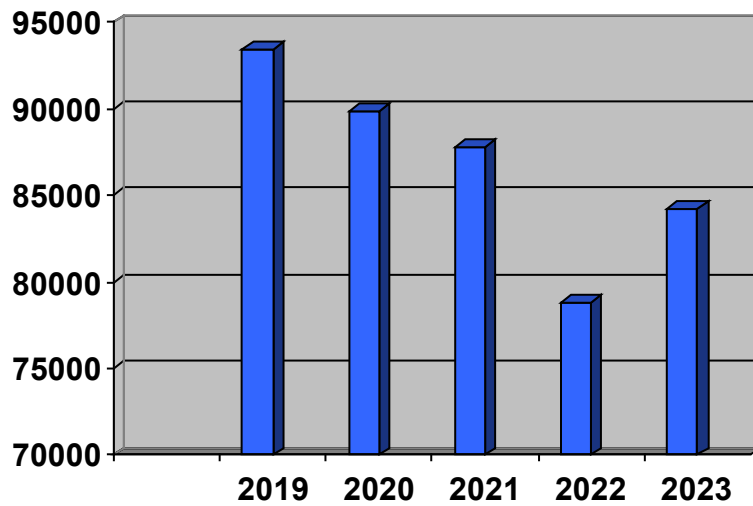
TIME	NUMBER		TIME	NUMBER
7:00	16		19:00	20
8:00	27		20:00	19
9:00	42		21:00	22
10:00	41		22:00	14
11:00	32		23:00	9
12:00	42		0:00	8
13:00	46		1:00	7
14:00	34		2:00	5
15:00	37		3:00	2
16:00	28		4:00	2
17:00	26		5:00	3
18:00	19		6:00	4

Incidents by Shift	
First Shift	280
Second Shift	185
Third Shift	40

PATROL ACTIVITY



TOTAL OFFICER ACTIVITY



TRAFFIC AND PARKING ENFORCEMENT

The table below shows a comparison of traffic and parking enforcement in the City of Cedarburg during 2023. A total of 397 citations traffic violations were issued; this is an increase of 3.4% from 2022. Warnings and correction notices (15-day citations) issued in 2023 totaled 3,309.

862 parking citations were issued in 2023, a decrease of 3.8% from 2022. 532 parking warnings were issued in 2023, an increase of 157% from 2022.

Overall traffic enforcement in 2023 showed a decrease of 2% from 2022 totals.

TRAFFIC AND PARKING ENFORCEMENT 2020 – 2023

<u>Enforcement Type</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Traffic Citations	438	614	384	397
Traffic Warnings & Corrections (15-day)	3,101	4,143	3,587	3,309
Parking Citations (regular)	66	156	304	380
“ “ (winter)	414	343	592	482
Parking Warnings (regular)	14	34	17	18
“ “ (winter)	486	543	323	514
TOTALS	4,519	5,833	5,207	5,100

Cedarburg Police Department

RESPONSE TO RESISTANCE SUMMARY 2023

Number of Use of Force incidents: 5

Type of Call responding to:

Assist Other Agency -1
Battery to Law Enforcement- 1
Domestic Violence- 2
Weapons Offense- 1

Type of force used:

Presentation of Firearm- 1
Control Device (Body Wrap)- 2
Spark of Taser- 1
Deployment of Taser- 1

Result of call:

Arrest- 1
Emergency Detention- 3
Charges sent to Juvenile Justice- 1



Cedarburg Police Department

Vehicle Pursuits

There were no vehicle pursuits for 2023.



Cedarburg Police Department

Citizen Complaints

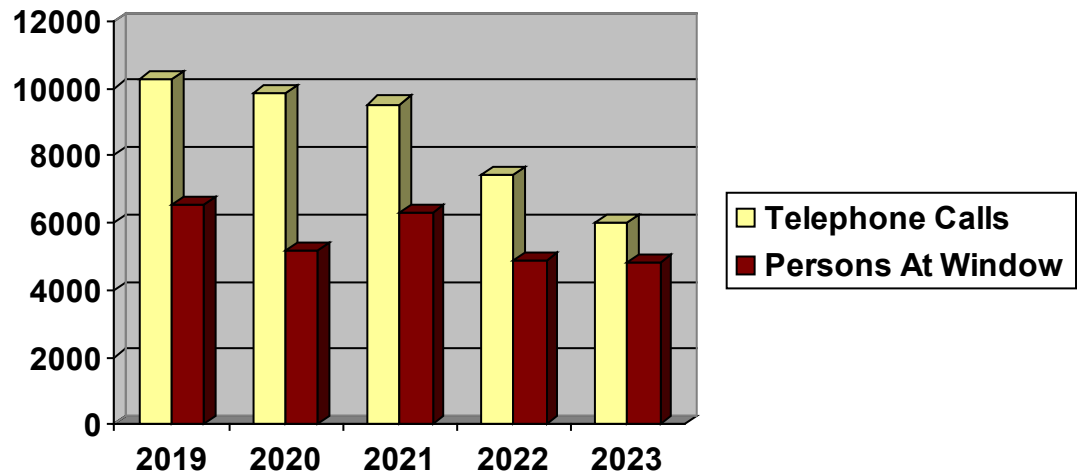
Cedarburg General Order 15.01 outlines the procedures for Citizen Complaints. If a written complaint is filed against an officer, the Captain is assigned to investigate the allegation(s). The investigation will include interviewing citizen, the officer(s) alleged of wrongdoing, as well as the review of any video footage that is available. Upon the conclusion of the investigation, the Captain will notify the Chief of the findings and final disposition of the investigation.

May 2023- Our department responded to a driving complaint. Officers made contact with the suspect driver at his residence. The driver of the suspect vehicle later alleged that the officer threatened retaliation against the driver. Upon a review of the video, the suspect driver was found to be belligerent and using profanity towards the officer, while the officer remained calm and professional throughout his contact. The citizen complaint was deemed as unfounded.

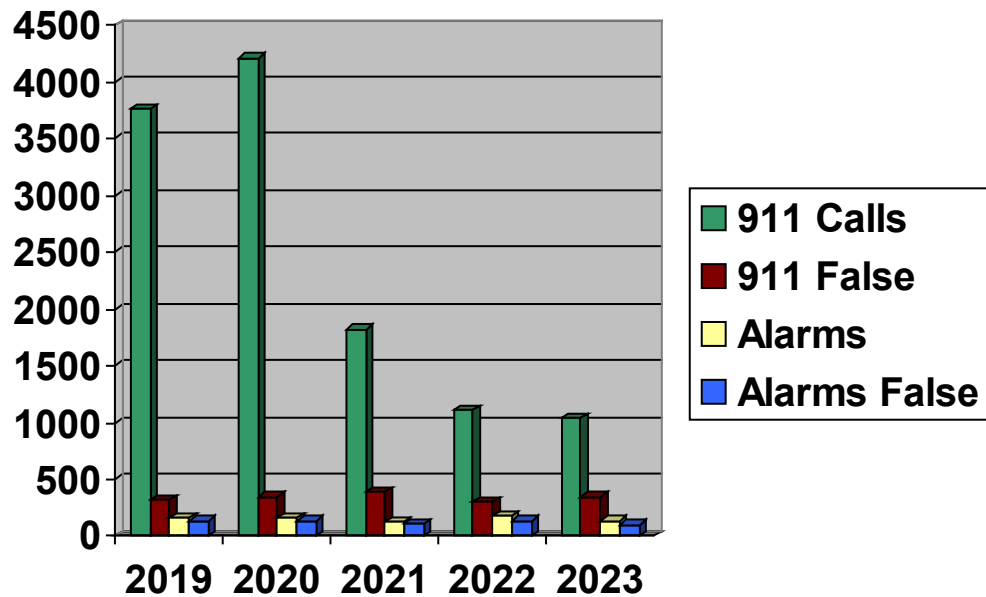
October 2023- Our department received a citizen complaint alleging perjury and a violation of his First Amendment Freedom of Speech rights. These allegation stem from a previous citizen's complaint received in May of 2023. After interviewing witnesses and reviewing the officer's body camera footage from the alleged misconduct, the complaint was deemed as unfounded.



DISPATCH ACTIVITY



ALARMS/911 CALLS



SQUAD VEHICLE FLEET 2023 Statistics

Squad #	Miles Driven in 2023	Fuel (gallons) Used in 2023	Year-End Odometer
1	6,974	396.6	44,800
2	24,219	1,833.8	58,015
3-Old	2,534	92.0	79,888
3-New	4,400	74.2	4,500
4	20,723	1,944.9	62,642
5	16,672	1,524.6	25,496
6	14,041	1,457.4	27,052
7-Old	3,914	176.1	68,963
7-New	340	13.5	350
8	22,888	2,149.6	56,761
9	5,815	431.4	80,937
10-Old	11,883	1,020.6	125,310
10-New	5,683	115.1	5,765
11	2,509	227.3	3,852
12	1,798	157.6	1,198
Total	144,393	11,614.7	



MID-MORAINES MUNICIPAL COURT CITATIONS

ADULT CITATIONS	2020	2021	2022	2023
JANUARY	50	47	57	37
FEBRUARY	55	42	41	26
MARCH	58	46	45	39
APRIL	53	31	67	28
MAY	24	61	32	27
JUNE	0	62	28	22
JULY	26	54	35	49
AUGUST	52	77	47	58
SEPTEMBER	57	46	73	54
OCTOBER	39	63	37	49
NOVEMBER	71	61	32	24
DECEMBER	38	47	28	25
TOTALS:	523	637	522	438
JUVENILE CITATIONS	2020	2021	2022	2023
JANUARY	9	2	5	1
FEBRUARY	7	3	4	2
MARCH	15	1	0	7
APRIL	3	1	15	3
MAY	2	3	0	4
JUNE	0	1	2	4
JULY	1	2	1	18
AUGUST	3	2	2	12
SEPTEMBER	0	2	0	0
OCTOBER	0	0	0	0
NOVEMBER	0	2	1	1
DECEMBER	5	4	2	5
TOTALS:	45	23	32	57
PRETRIALS	2020	2021	2022	2023
JANUARY	13	9	11	6
FEBRUARY	22	12	14	18
MARCH	21	7	7	6
APRIL	27	23	16	9
MAY	4	8	22	5
JUNE	2	27	17	13
JULY	7	18	13	8
AUGUST	10	22	13	25
SEPTEMBER	18	15	12	27
OCTOBER	20	10	33	14
NOVEMBER	15	16	15	18
DECEMBER	23	12	16	11
TOTALS:	182	179	189	160

CPD SERVES AS DMV AGENT

Since being appointed mid-year 2008, the Cedarburg Police Department has served as an agent of the WI Department of Motor Vehicles. Individuals no longer need to travel to DMV offices out of the city or rely on postal service for vehicle registration services. CPD is able to process most motor vehicle title and registration/renewal transactions available at regular DMV locations. Services provided include title registrations and renewals; replacement titles; the issuance of license plates; and registration transferals. Additional administrative fees apply.

During 2023, the department processed the following transactions:

<u>Renewals</u>			<u>New Registrations</u>		
January	7	\$31.50	12	\$97.80	
February	8	\$36.00	8	\$65.20	
March	10	\$45.00	7	\$57.05	
April	8	\$36.00	11	\$89.65	
May	15	\$67.50	10	\$81.50	
June	16	\$72.00	16	\$130.40	
July	10	\$45.00	11	\$89.65	
August	14	\$63.00	9	\$73.35	
September	12	\$54.00	7	\$57.05	
October	10	\$45.00	16	\$130.40	
November	5	\$22.50	12	\$97.80	
December	8	\$36.00	9	\$73.35	
TOTALS	123	\$553.50	128	\$1,043.20	

Transactions processed during 2023 totaled 251 compared to 293 in 2022. 2023 revenue totaled \$1,596.70, compared to \$1,866.00 in 2022. Renewals for 2023 totaled 123, compared to 143 for 2022. New registration for 2023 totaled 128, compared to 150 for 2022.



2023 MUTUAL AID ASSISTANCE

AGENCY ASSISTED BY CPD	2020	2021	2022	2023
Ozaukee County Sheriff	64	93	98	106
Grafton Police Department	18	12	17	19
Mequon Police Department	9	13	6	11
Other Agencies	6	9	8	2
TOTAL	97	127	129	138

LOCAL ACTIVITIES AND EVENTS

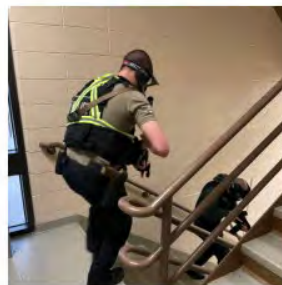
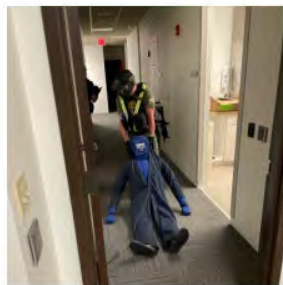
The chart below indicates the number of billable hours worked by Cedarburg police officers during the past four years for the organizations or activities listed below. Sponsoring organizations are responsible for paying for the time officers spend working at these activities.

ORGANIZATION	2020	2021	2022	2023
Cedarburg High School	0	0	22	21
Cedarburg Fire Department Maxwell Street Days	0	15	30	28
Festivals	0	102	316	328
Ozaukee County Fair	0	152	202	208
Country in the Burg	0	42	137	153
TOTAL HOURS	0	311	707	738

In 2021, 2022 and 2023, in addition to working their normal duty schedules, Cedarburg officers have worked a total of 1,756 hours at special events.

(No special events overtime in 2020 due to COVID-19).

PERSONNEL TRAINING 2023



Cedarburg Police Department
2023 Officer Training

DATES	COURSE INFORMATION	LOCATION	OFFICER	HOURS
January 2023	Strip Search GO Review & Quiz Mission Statement & Goals Review Code of Ethics Review	distributed on Deerk Creek Technologies	McNerney	0.75
			Kell	0.75
			Emmrich	0.75
			Schellinger	0.75
			Weisenberger	0.75
			Kegley	0.75
			Fitting	0.75
			Butzler	0.75
			Koehler	0.75
			Develice	0.75
			Ward	0.75
			Chojnacki	0.75
			Buckenberger	0.75
			Peters	0.75
			Boldt	0.75
			Andrews	0.75
			Bailey	0.75
			Schlice	0.75
			Schemenauer	0.75
			Becker	0.75
			Ecclestone	0.75
1/10/2023	SRT -Sniper Training; Steel Targets; Movement drills	Outdoor Range	Boldt	8
1/10/2023	SRT Training-Search Warrant Scenarios	West Allis PD	Schellinger	8
			Buckenberger	8
1/15/2023	Flock Cameras	Flock Webinar	Fitting	1
1/18-1/19/2023	Taser 7 Training Power Point; Hands on Drills; Live Fire of Taser 7	CPD; Officers Buckenberger & Peters	McNerney	4
			Fitting	4
			Kell	4
			Emmrich	4
			Schellinger	4
			Weisenberger	4
			Kegley	4
			Butzler	4
			Koehler	4
			Develice	4
			Ward	4
			Chojnacki	4
			Buckenberger	4
			Peters	4
			Boldt	4
			Andrews	4
			Bailey	4
			Schlice	4
			Schemenauer	4
			Becker	4
1/23-1/24/2023	WI Juvenile Officers Association Conference <i>Speak Up, Speak Out; Rudy Perez, NASRO; Legal Update; Technology in School Investigations; Drugs w/Nick</i>	Wisconsin Dells	Ward	16
1/23-1/26/2023	TaserCon Public Safety Conference <i>Surviving the First 3 Seconds; Staying Alive-Vehicle Amush Awareness; Suicide in the Police Profession; Teaching Taser for Self-Defense; Humanizing the Bi-Polar Encounter; How to Increas Office Vitality and</i>	Axon; held at MGM Grand, Las Vegas, NV	Buckenberger	32

**Cedarburg Police Department
2023 Officer Training**

Decrease Burnout; Leadership-Marine Maxims; Mind the Gap: UK Policing; Importance of Resilience in Law Enforcement; Heart Disease and the Importance of Screening Officer Health; Understanding and Overcoming the Limitations of the Tactical Athlete; Cops are not Cameras; First Responder Trauma and Resilience; Human Factors in Law Enforcement Training; Risk Management & Mitigation; Classifying LEOKA: Concerns of Police Survivors; Mindfulness and Meditation; Evolution of TASER; Recruitment and Retention

1/24/2023	SRT Training-Firearms Training	Outdoor Range	Schellinger	8
1/25/2023	SRT-Sniper Training-Accuracy Drills	Outdoor Range	Boldt	8
1/27/2023	Monthly K9 Training	Fond du Lac County Group	Chojnacki	8
1/31/2023	Family Violence & Animal Cruelty- How Prosecuting Animal Abuse Can Save Lives	Humane Society of United States	Kell	1.75
2/6-2/8/2023	WI Chiefs of Police Mid-Winter Conference <i>Hiring & Retention Strategies; Transformational Leadership; Wisconsin Act 75-Duty to Intervene & Off-Duty Considerations; Waukesha Christmas Parade Case Study; Legal Updates; High Risk Vehicle Contact Model; LEDR Team; Mid States Organized Crime Information Center</i>	Kalahari Resort, WI Dells	Emmrich	20
			Schellinger	20
2/6-2/28/2023	KnowBe4 Internet Security Awareness Training	KnowBe4 Webinar	McNerney	0.5
			Fitting	0.5
			Kell	0.5
			Emmrich	0.5
			Schellinger	0.5
			Weisenberger	0.5
			Kegley	0.5
			Butzler	0.5
			Koehler	0.5
			Develice	0.5
			Ward	0.5
			Chojnacki	0.5
			Buckenberger	0.5
			Peters	0.5
			Boldt	0.5
			Andrews	0.5
			Bailey	0.5
			Schlice	0.5
			Schemenauer	0.5
			Becker	0.5
			Ecclestone	0.5
2/8-2/26/2023	A Clear Picture-Harassment in the Public Sector	DSS Sustainable Solutions video	McNerney	0.25
			Fitting	0.25
			Kell	0.25
			Emmrich	0.25
			Schellinger	0.25
			Weisenberger	0.25
			Kegley	0.25
			Butzler	0.25
			Koehler	0.25
			Develice	0.25
			Ward	0.25
			Chojnacki	0.25
			Buckenberger	0.25
			Peters	0.25
			Boldt	0.25
			Andrews	0.25

Cedarburg Police Department
2023 Officer Training

			Bailey	0.25
			Schlice	0.25
			Schemenauer	0.25
			Becker	0.25
			Ecclestone	0.25
2/9/2023	Monthly K9 Training	Campbellsport Training Group	Chojnacki	8
2/14/2023	SRT Training-Night Training Scenarios	Ozaukee County Justice & Admin Bldgs	Schellinger	8
			Buckenberg	8
			Schlice	8
2/14/2023	SRT-Sniper Training-Annual Weapons Inspections	ADM, New Berlin	Boldt	8
2/19-2/23/2023	Active Threat Integrated Conference/Pre-Conference	Best Western, Oshkosh	Buckenberg	40
	Pre-Conference- First Responder- Medical Train the Trainer (2/19-2/21/2023 20 hours-BBB & JFB)		Schlice	40
	Conference- Uvalde Debrief; Breakout Sessions; Active Threats and Technology; Waukesha Parade Debrief- Law Enforcement/Fire/EMS/Hospital (TES, BBB, JFB)		Schellinger	20
2/20/2023	Monthly K9 Training	Campbellsport Training Group	Chojnacki	8
2/23-2/24/2023	Advanced Roadside Impaired Driving Enforcement (ARIDE)	WCTC; Pewaukee	Andrews	16
			Ecclestone	16
2/27-3/1/2023	WI Traffic Safety Officers Conference	Ingleside Hotel; Oconomowoc	Weisenberger	20
	Identifying the Impaired Driver; High in Plain Sight; Legal & OWI Update; Drones in the Traffic World; POST/WI LEDR Team; Alternative Approaches to High Risk Vehicle Contacts; Sikh Temple Shooting		Develice	20
			Schemenauer	
2/28/2023	SRT Training-Monthly Firearms Training-Night Shoot	Outdoor Range	Schellinger	8
			Buckenberg	8
			Schlice	8
3/6-3/9/2023	Instructor Development Course-WAITLIST	WCTC; Pewaukee	Andrews	32
3/8/2023	Terrorism Liaison Officer Training (TLO)	Intelligence Fusion Center; held at Waukesha	Koehler	8
3/9/2023	Monthly K9 Training	Sheboygan County Training Group	Chojnacki	8
3/10/2023	WILEAG Accreditation/Core Manager Training	WILEAG/CVMIC; Wauwatosa	Becker	6.5
3/12/2023	Using Body Camera Video to Transform Officer Training	Lexipol Webinar	Weisenberger	1
3/14/2023	SRT-Sniper Training-ASA Qualifications;Handgun drills	Outdoor Range	Boldt	8
3/14/2023	SRT Training-Hostage Rescue Drills	Doerr Way, Cedarburg	Schellinger	8
			Buckenberg	8
			Schlice	8
3/16/2023	ICS-100 Introduction to Incident Command System	FEMA Webinar	Schellinger	2
3/20-3/26/2023	ILEETA Conference	ILEETA; St Louis, MO	Peters	40
			Schlice	40
3/22-3/23/2022	First Responders Peer Support Team Training	CVMIC; Wauwatosa	Becker	16
3/25/2023	Fox Ridge Game Farm K9 Challenge	Karl Zeitler Memorial Hunt; Oconto Falls	Chojnacki	8

**Cedarburg Police Department
2023 Officer Training**

3/28/2023	SRT Training-Firearm Drills	Outdoor Range	Schellinger Schlice	8 8
3/29/2023	Missing & Vulnerable Person	WI DCI; held at Grafton PD	Weisenberger	4
3/29/2023	SRT-Sniper Training-Positional Shooting; M4 Shooting	Outdoor Range	Boldt	8
3/29/2023	Monthly K9 Training	Manitowoc County Training Group	Chojnacki	8
3/30/2023	Law Enforcement Roundtable Webinar	CVMIC	Kell	2
4/4/2023	Active Shooter-Advanced Course	Doerr Way; Cedarburg	Bailey	8
4/5/2023	Active Shooter-Advanced Course	Doerr Way; Cedarburg	Develice Ecclestone	8 8
4/6/2023	Active Shooter-Advanced Course	Doerr Way; Cedarburg	Schemenauer	8
4/7/2023	Active Shooter-Advanced Course	Doerr Way; Cedarburg	Kegley Ward Peters	8 8 8
4/10/2023	High Risk Vehicle Contacts Transition Course	WCTC; Pewaukee	Develice	8
4/11/2023	SRT Training-Joint W/Sniper and Negotiators Scenarios w/emphasis on negotiator skills	Doerr Way-Cedarburg	Schellinger Buckenberger Boldt Bailey Schlice	8 8 8 8 8
4/11/2023	Officer Safety Awareness Training	US DOJ & FBI; held at Jackson PD	Peters Ecclestone	8 8
4/14/2023	TASER Recertification	Mequon PD	Buckenberger Peters	16 16
4/17-4/18/2023	Internet Crimes Against Children (ICAC) Conference	NJTC; held at Concourse Hotel, Madison	Butzler	16
4/18/2023	WI Organized Retail Crime Assn Spring Conference	WIORCA; held in Menomonee Falls	Schemenauer	8
4/19/2023	Child Abuse and Exploitation Conference <i>Child Sexual Abuse, Grooming and Corroboration; Light the Path: Promoting Hope and Resiliency; Overview & Prevention in a Digital Age; A Different Kind of Trauma-Supporting Survivors</i>	Concordia University	Ward	8
4/19-4/21/2023	WI Assn of Homicide Investigators Training Seminar <i>Kyle Rittenhouse Investigation; Self Defense-A Tale of Two Homicides; Racine Jane Doe-Her Name Was Peggy; Two Shallow Graves-The McStay Family & Capitol Murder Prosecution; The Secret Life of Dennis Bowman: Case Study of the Doyle/Bowman Homicides; Investigative Genealogy and the Unknown Perpetrator-The Keith Wolf Homicide; Leaking the Truth-Behavioral Analysis Using Micro Expressions, Body Gestures, Voice Inflection and Verbiage People Use</i>	The American Club, Kohler; WI Assn of Homicide Investigators (WAHI)	Bailey	20
4/20/2023	Monthly K9 Training	Sheboygan County Training Group	Chojnacki	8
4/26/2023	SRT-Sniper Training-Movement drills; Pistol Drills	Outdoor Range	Boldt	8

**Cedarburg Police Department
2023 Officer Training**

4/26/2023	Monthly K9 Training	Steinig Tal Kennels	Chojnacki	8
5/3-5/4/2023	Standardized Field Sobriety Testing (SFST) Instructor	WCTC-Pewaukee	Weisenberger	16
5/4-5/6/2023	Jessiffany K9 Seminar and Certification	Jessiffany K9 Services; Iron Ridge, WI	Chojnacki	24
5/5/2023	Threat Assessment: A Behavior Based Approach to Preventing Targeted Violence	US Dept of Justice; held at WCTC	Kell	4
			Schellinger	4
			Weisenberger	4
5/8-5/12/2023	Basic SWAT	WCTC; Pewaukee	Schlice	40
5/9/2023	Active Shooter Table Top Training	CPD	Fitting	2
5/9/2023	SRT Training- Training with K9s	The Woods; Camp Awana Rd, Fredonia	Schellinger	8
			Buckenberger	8
5/9/2023	SRT-Sniper Training- K9 Training; Positional & Off Hand Shooting	Camp Awana in AM; Saukville Gun in PM	Boldt	8
5/10-5/11/2023	Crisis Debriefing Training	UWGB Behavioral Health; held in Oshkosh	Becker	14
5/11-5/12/2023	Scenario and DAAT Training	N32W5464 Hamilton Road, Cedarburg	Kell	4
	GO 2.03 Review; Wrap Restraint System; Room	Instructors: Sgt Schellinger; Ptlm Buckenbe	Emmrich	4
	Clearing w/Threat and Non-Threat Targets; Use of Force	Ptlm Peters; Ptlm Boldt	Schellinger	4
	and De-Escalation Scenarios; Decentralization; DAAT		Weisenberger	4
	model written test		Kegley	4
			Butzler	4
			Koehler	4
			Develice	4
			Ward	4
			Chojnacki	4
			Buckeberger	4
			Peters	4
			Boldt	4
			Andrews	4
			Bailey	4
			Schemenauer	4
			Becker	4
			Ecclestone	4
5/15-5/19/2023	Annual K9 Recertification	Steinig Tal Kennels, Campbellsport	Chojnacki	40
5/15-5/18/2023	Online Child Exploitation-CyberTip 101 & Basic Undercover Investigations	Hartford Police Department	Butzler	32
5/16/2023	Outlaw Motorcycle Gang Seminar	SE WI Threat Assessment; Milwaukee SO	Peters	8
5/16/2023	Instructor Update	Online via ACADIS; LESB	Boldt	5
5/22/2023	Vehicle Pursuit Training (State Biennium 7/1/21-6/30/23)	MATC, Mequon Campus	McNerney	4
			Fitting	4
			Andrews	4
			Bailey	4

Cedarburg Police Department
2023 Officer Training

5/22-6/1/2023	Blood Borne Pathogens Training	CVMIC video	McNerney	0.25
			Fitting	0.25
			Kell	0.25
			Emmrich	0.25
			Schellinger	0.25
			Weisenberger	0.25
			Kegley	0.25
			Butzler	0.25
			Koehler	0.25
			Develice	0.25
			Ward	0.25
			Chojnacki	0.25
			Buckenberger	0.25
			Peters	0.25
			Boldt	0.25
			Andrews	0.25
			Bailey	0.25
			Schlice	0.25
			Schemenauer	0.25
			Becker	0.25
			Ecclestone	0.25
			Buboltz	0.25
5/23/2023	Off-Duty Handgun Qualifications	Sgt Schellinger; OZSO Outdoor Range	McNerney	1
			Emmrich	1
			Buboltz	1
5/23/2023	Handgun & Patrol Rifle Qualification-New Officer	Sgt Schellinger; Germantown Outdoor Range	Buboltz	2
5/23/2023	State Firearms Qualification-Handgun & Patrol Rifle	Germantown Outdoor Range	McNerney	2
			Emmrich	2
5/23/2023	SRT Training-K9 Training and Range Practice	Saukville Rifle & Pistol Club	Schellinger	8
			Buckenberger	8
			Schlice	8
5/24/2023	SRT-Sniper Training-Pistol drills; Steel targets	Saukville Rifle & Pistol Club	Boldt	8
5/24-5/25/2023	Mental Health and Wellness Symposium	WI LEDR; Radisson, Green Bay, WI <i>In the Wake of Tragedy: What Happens in Vegas Doesn't Stay in Vegas; Moral Injury; Sikh Temple; Leadership and Wellness; Women in Public Safety; Survivors of Blue Suicide; Substance Abuse Issues; I'm Not Okay-Now What?; Front Line Worker Resiliency; Surviving Suicide</i>	Becker	16
5/31-6/1/2023	K9 Legal Updates Seminar	Sheepdog Guardian; held at Manitowoc SC	Chojnacki	16
6/13-6/15/2023	School Resource Officer Training Conference	FVTC; Appleton	Boldt	18
6/13/2023	SRT Training-Active Threat Response Training	Concordia University-Mequon	Schellinger	8
			Buckenberger	8
			Schlice	8
6/14-6/15/2023	Force Science Realistic De-Escalation Instructor Course	Force Science Institute; hosted by Mauston PD at Mauston HS	Develice	16
6/14/2023	Monthly K9 Training	Steinig Tal Kennels	Chojnacki	8
6/15/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	1.5

**Cedarburg Police Department
2023 Officer Training**

Managing Stress in Uncertain Times; Analyzing Work Processes; Coaching to Build Skills; Coaching to Develop Motivation; Conveying Information

6/19/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	1.75
	<i>Determining Your Problem-Solving Style; Defining Useful Workplace Feedback; Defining Coaching; Creating a Total Service Experience; Dealing with Bad Behaviors</i>			
6/19-6/21/2023	State Firearms Qualifications-Handgun & Patrol Rifle	OZSO Outdoor Range; Sgt Schellinger & Officer Buckenberger	Fitting	4
	(McNerney, Emmrich and Buboltz qualified 5/23/2023)		Kell	4
			Weisenberger	4
			Schellinger	4
	G.O. Review-2.03 and 2.06; Deadly force written test; Confirmed zeroes; Draw and Shooting from the holster; Pistol reload drill; Shooting from behind cover with the pistol; Dot torture drill with pistol;		Kegley	4
	Reload drill with rifle; Shooting from cover with rifle; Dot torture with rifle; Pistol qualification;		Butzler	4
	Rifle Qualification; Off duty and backup firearms qualifications;		Koehler	4
	Bike patrol qualifications (Ward, Peters, Schlice, Bailey)		Develice	4
			Ward	4
			Chojnacki	4
			Buckenberger	4
			Peters	4
			Boldt	4
			Andrews	4
			Bailey	4
			Schlice	4
			Schemenauer	4
			Becker	4
			Ecclestone	4
6/20/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	0.75
	<i>Generating Solutions; Defining a Problem</i>			
6/21/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	1.5
	<i>How Work Teams React to Change; Giving Feedback; Digital Literacy-Basic Technical Fluency for Employees; Focusing on the Customer</i>			
6/22/2023	Monthly K9 Training	Sheboygan County Training Group	Chojnacki	8
6/22/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	0.75
	<i>Identifying Strategies for Making Change Work; Identifying the Characteristics of Change; Implementing Process Improvements</i>			
6/27/2023	SRT Training-Live Fire Training	Outdoor Range	Schellinger	8
			Buckenberger	8
			Schlice	8
7/3/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	1
	<i>Managing Unionized Employees; Introducing Personal Power; Listening Skills</i>			
7/7/2023	NeoGov Online Training	NeoGov Webinars	Chojnacki	1
	<i>Measuring and Monitoring Processes; Providing Service with Heart; Receiving Feedback; Setting Overall Goals</i>			
7/10/2023	Monthly K9 Training	Steinig Tal Kennels	Chojnacki	8
7/11/2023	SRT-Sniper Training-Focused positional shooting; Red d	Outdoor Range	Boldt	8
7/16/2023	Tactical Nutrition Advantage: How First Responders Can Control Weight and Increase Resiliency	Lexipol Webinar	Weisenberger	1

**Cedarburg Police Department
2023 Officer Training**

7/16/2023	Crisis Communications: Who is Telling Your Story?	Lexipol Webinar	Weisenberger	1
7/19/2023	New Officer Firearms Qualifications	Sgt. Buckenberger; OZSO Outdoor Range <i>G.O. 2.06 Review; WI Statute 175.44(1-2(C)); Deadly force written test; Grip and stance; Shooting Handgun: Grip and stance; Shooting from the holster; Reload drill; Shooting from cover; Shooting positions; Phase 1 and 2 malfunctions; State Pistol Qualifications. Rifle: Grip and stance; Iron sight zero; Optic zero; Shooting from low ready and high ready; reload drill Shooting from cover; Transition drill; Department rifle qualification</i>	Melnikov	6
7/20/2023	Taser 7 Qualifications	Sgt Buckenberger; CPD <i>Power Point presentation; hand on drills with Taser 7; live firing of Taser 7</i>	Melnikov	4
7/25/2023	SRT Training-Range Day Training	Saukville Rifle & Pistol Club <i>Dot Torture Drill; Position Sul Shooting; Solo Stationary Vehicle Assault/Sul Reloading; Simulated vehicle assault shooting; Mozambique; 1 to 5 drill; Shooting off shield; Battle ship</i>	Schellinger Buckenberger Schlice	8 8 8
7/26/2023	Monthly K9 Training	Steinig Tal Kennels	Chojnacki	8
8/7-8/9/2023	WI Chiefs of Police Summer Conference	KI Center, Green Bay <i>The Bulletproof Mind for Law Enforcement; FBI Weapons of Mass Destruction Overview and Case Studies; Legal Updates-Dane County DA's Office; Legal Updates-Kyle Gulya; WI Attorney General Legal Updates; Highland Park IL Independence Day Parade Mass Casualty Shooting Incident Response; Peer Support for Executives Project; WI SMART form and Debate Over Medical Clearance v.s Stabilization; Hostile Event Preparation</i>	McNerney Schellinger	20 20
8/21-8/25/2023	Undercover Concepts & Techniques	held at WCTC; Nat'l Crim Justice Training C	Butzler	40
7/26/2023	SRT-Negotiator Quarterly Training	held at OZSO	Bailey	4
7/26/2023	SRT-Sniper Training	Saukville Rifle & Pistol Club <i>Movement to call out drill; Pistol drills for accuracy</i>	Boldt	8
8/6/2023	NeoGov Online Training	NeoGov Webinars <i>The Remote Manager: Employee Management; The Responsibilities of a Manager; Role of Customer Service</i>	Chojnacki	1
8/7/2023	NeoGov Online Training-Understanding Skills	NeoGov Webinars	Chojnacki	0.25
8/8/2023	NeoGov Online Training	NeoGov Webinars <i>Understanding Team Building; The Role of the Supervisor</i>	Chojnacki	0.5
8/8/2023	SRT Training-Firearms Drills-Officer Rescue	Saukville Rifle & Pistol Club <i>Bounding Overwatch for officer rescue; Using Shields to effect officer rescue; Various firearm drills</i>	Buckenberger Schlice	8 8
8/9/2023	NeoGov Online Training	NeoGov Webinars <i>Asher Model: Creating a Culture of Wellness</i>	Chojnacki	0.5
8/16/2023	Monthly K9 Training	Jessiffany Kennels	Chojnacki	8
8/16/2023	Responding to and Investigating Bomb Threats and Swatting Hoaxes Webinar	FBI-Boston and Massachusetts State Police	Fitting	1
8/21-8/25/2023	Undercover Concepts & Techniques	FVTC-Nat'l Criminal Justice Training Cente	Butzler	40
8/22/2023	SRT Training-Officer Rescue Scenarios	Ozaukee County Fairgrounds	Schellinger Buckenberger	8 8

Cedarburg Police Department
2023 Officer Training

8/23/2023	SRT-Sniper Training; Accuracy Drills; MILO at CEPD	Outdoor Range & CPD	Boldt	8
8/26/2023	NeoGov Online Training <i>Asher Model-Encourage Healthy Habits; Asher Model-Educate Your Staff on Resilience</i>	NeoGov Webinars	Chojnacki	0.5
8/27/2023	NeoGov Online Training <i>Asher Model-Making It OK to Not Be OK; Asher Model-Partner with the Family</i>	NeoGov Webinars	Chojnacki	0.5
8/29/2023	NeoGov Online Training <i>Asher Model-Provide Peer Support; Asher Model-Focus on the Solutions; Asher Model-Encourage Spirituality</i>	NeoGov Webinars	Chojnacki	0.5
8/31/2023	Waukesha Christmas Parade Debrief	WCTC; Pewaukee	Kell Weisenberger	8 8
9/6/2023	Breacher Training <i>Inward and outward swinging doors; Halligan tool, sledge hammer and door ram breaching; Halligan and sledge hammer to break pad locks</i>	CFD; Sgts. Schellinger & Buckenberger	McNerney Fitting Kell Schellinger Weisenberger Kegley Buckenberger Koehler Develice Ward Chojnacki Peters Boldt Andrews Bailey Schlice Schemenauer Becker Ecclestone Buboltz	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
9/12/2023	SRT Training-Hostage Shot Taking; Live Fire Drills	OZSO Outdoor Range	Schellinger Buckenberger Boldt Schlice	8 8 8 8
9/12-9/14/2023	Car Seat Installation Technician Course	Safe Kids Wisconsin	Chojnacki Becker	24 24
9/15/2023	Human Trafficking and Law Enforcement; The Epidemic and the Game	Convergence Source; Ozaukee Fairground	Butzler Koehler Schlice Schemenauer	4 4 4 4
9/20-9/22/2023	Firearms Training <i>Around the World-Pistol; Around the World-Rifle; Hostage Rescue; Long Distance Positional; Long Distance Rifle Bounding; Precision Pistol; Target I.D.; The Bells</i>	Outdoor Range; Sgt Schellinger; Sgt. Buckenberger; Officer Boldt	Fitting Kell Schellinger Weisenberger Kegley Buckenberger Butzler Koehler	3 3 3 3 3 3 3 3
	Off Duty Qualifications for: Schellinger; Peters; and Becker			

Cedarburg Police Department
2023 Officer Training

			Develice	3
			Ward	3
			Chojnacki	3
			Peters	3
			Boldt	3
			Andrews	3
			Schlice	3
			Schemenauer	3
			Becker	3
			Buboltz	3
			Melnikov	3
9/22/2023	Monthly K9 Training	Jessiffany Kennels	Chojnacki	8
9/24/2023	Why Do Bad Things Keep Happening? Insight v. Hindsight	Lexipol Webinar	Weisenberger	1.5
9/25-9/29/2023	Crisis Intervention Team Training	Ozaukee NAMI; held at Mequon PD	Melnikov	40
9/25-9/29/2023	American Tactical K9 Association Conference	Muscatatuck Training Center; Butlerville, IN	Chojnacki	40
	<i>Functional Patrol Deployments-Houston K9 Academy; E-Collar-Spectrum Canine; Laser Targeting; 1-Handed K9 Handler Shooting-War Hogg Tactical; Canine Team Competition</i>			
9/25/2023	NeoGov Webinars	NeoGov Online	Chojnacki	1
	<i>Title I of ADA-Supervisor Responsibilities-15 min; RISE Up Against Workplace Bullying-45 min</i>			
9/26/2023	Understanding and Preventing Microaggressions	NeoGov Online Webinars	Chojnacki	1
9/26/2023	SRT Training-Hostage Rescue Scenario Training	3275 Northwoods Rd, Saukville	Schellinger	8
			Buckenberger	8
			Schlice	8
9/27/2023	SRT-Sniper Training-Qualifications Courses	Outdoor Range	Boldt	8
9/28-9/29/2023	Part 107 Remote Pilots License (Drone)	Federal Aviation Administration	Ecclestone	12
9/28/2023	USERRA Rights & Supervisors Responsibilities	NeoGov Online Webinars	Chojnacki	0.25
10/3-10/6/2023	Drug Recognition Expert Certifications	WI DOT; Bureau of Transportation Safety	Becker	156
10/9-10/13/2023	<i>Oct 3-4: DRE Pre-School-LaQuinta Inn, Glendale; Oct 5-13 DRE School- LaQuinta Inn, Glendale;</i>			
10/18-10/22/2023	<i>Oct 18-22: DRE School Field Certification-Milwaukee PD Training Academy;</i>			
10/30-11/3/2023	<i>Oct 30: Final Knowledge Exam-LaQuinta Inn, Glendale; Oct 31-Nov 3: DRE School Field Certification-Milwaukee PD Academy</i>			
10/10-10/11/2023	Death Investigation Conference	Walworth County Medical Examiners Office	Fitting	8
	<i>Motor Vehicle Crashes; Drug-Related Death Investigation (Virtual Attendance)</i>			Butzler
	<i>Drug-Related Deaths; Understanding Postmortem Forensic Toxicology; Digital Evidence in Death Investigations; Badger State Forensic Pathology; Capabilities of the WI State Crime Lab; Beyond Recovery-What Forensic Anthropology Can Tell Us; Pediatric Insights-Revealing Lessons from Our Youngest Victims; Child Death Investigations; Child Death Scene Re-Enactments; Pediatric Forensic Pathology</i>			
10/11-10/13/2023	WI Crime Prevention Practitioners Assn Conference	WCPPA; Stone Harbor Resort, Sturgen Bay	Bailey	24
	<i>How to Succeed in Community Outreach & Policing; Crime Prevention & Community Based Programs; Mental Health Fitness & Well Being for LE; Security Technology Nuances; How to Use Basic Crime Prevention Strategies; Legal & Law Updates for Wisconsin</i>			
10/14/2023	National Patrol Rifle Competition	Center Mass Inc, Livonia, MI	Schellinger	8
			Develice	8
			Ecclestone	8

**Cedarburg Police Department
2023 Officer Training**

10/17/2023	Monthly K9 Training	Jessiffany Kennels	Chojnacki	8
10/23/2023	Active Shooter-Basic Course	Doerr Way, Cedarburg	Buboltz	8
			Melnikov	8
10/24-10/26/2023	Response to Bombing Incidents	New Mexico Tech-Energetic Materials Research and Testing Cetner	Schellinger	24
			Schemenauer	24
10/24/2023	Responding to & Investigating Hoax Bomb Threats & Swatting-Webinar	FBI Boston- Joint Terrorism Task Force	Fitting	1.6
10/24/2023	Active Shooter-Advanced Course	Doerr Way, Cedarburg	Koehler	8
10/25/2023	Active Shooter-Advanced Course	Doerr Way, Cedarburg	Butzler	8
			Melnikov	8
10/26/2023	Active Shooter-Advanced Course	Doerr Way, Cedarburg	Chojnacki	8
			Becker	8
			Buboltz	8
10/30/2023	Fire as a Weapon	ALERRT.org; Texas State University	Buckenberger	4
11/7/2023	Firearms Training-Makeup from September shoot	Outdoor Range; Sgt Schellinger; Sgt	McNerney	3
	<i>Around the World-Pistol; Around the World-Rifle; Hostage</i>	Buckenberger; Officer Boldt	Becker	3
	<i>Rescue; Long Distance Positional; Long Distance Rifle</i>		Ecclestone	3
	<i>Bounding; Precision Pistol; Target I.D.; The Bells</i>		Melnikov	3
11/7-11/10/2023	Firearms Training-Night Shoot	Outdoor Range; Sgt. Schellinger; Sgt	McNerney	3
	<i>Can't Miss Fast Enough-Rifle; Can't Miss Fast</i>	Buckenberger; Officer Boldt	Fitting	3
	<i>Enough-Pistol; 9 Hole-Pistol and Rifle; Deck of Cards (Handgun);</i>		Kell	3
	<i>Hostage Rescue Gambler-Pistol; Long Distance Threat; Officer Rescue; Officer Rescue Drag</i>		Schellinger	3
			Weisenberger	3
			Kegley	3
			Buckenberger	3
			Butzler	3
			Koehler	3
			Develice	3
			Ward	3
			Chojnacki	3
			Peters	3
			Boldt	3
			Andrews	3
			Bailey	3
			Schlice	3
			Schemenauer	3
			Becker	3
			Ecclestone	3
			Buboltz	3
			Melnikov	3
11/10/2023	Monthly K9 Training	Campbellsport, WI	Chojnacki	8
11/13/2023	Monthly K9 Training	Campbellsport, WI	Chojnacki	8
11/14/2023	SRT-Sniper Training-Paper & Steel Targets; .50 Cal	Outdoor Range	Boldt	8

Cedarburg Police Department
2023 Officer Training

11/14/2023	SRT Training-Scenario Training w/Negotiators (Buckenberger-Light Duty/Observation Only)	N32W5464 Hamilton Rd; Cedarburg	Schellinger	8
			Buckenberger	8
			Bailey	8
			Schlice	8
11/28/2023	SRT Training-Handgun & Rifle Drills	OZSO Outdoor Range	Schellinger	8
			Schlice	8
11/29/2023	SRT-Sniper Training-Firing & Movement drills	OZSO Outdoor Range	Boldt	8
12/1/2023	Annual Department Meeting Heather Boesch-OZSO- best practices with shared dispatch Amanda Didier- Lakeshore Child Advocacy Center- best practices, interview, case investigations	CPD	McNerney	3
			Fitting	3
			Kell	3
			Schellinger	3
			Weisenberger	3
			Kegley	3
			Buckenberger	3
			Butzler	3
			Koehler	3
			Develice	3
			Ward	3
			Peters	3
			Boldt	3
			Andrews	3
			Bailey	3
			Schlice	3
			Schemenauer	3
			Becker	3
			Ecclestone	3
			Buboltz	3
			Melnikov	3
12/11/2023	6 Leadership Watchouts for Public Safety Leaders	Lexipol Webinar	Weisenberger	1.5
12/11/2023	Accumulating Wealth: Strategies for Long-Term Financial Security	Lexipol Webinar	Weisenberger	0.5
12/12/2023	SRT Training-Clearing Scenarios	Outdoor Range; Northern Ozaukee School	Buckenberger	8
			Boldt	8
12/14/2023	Active Attack Event Response Leadership	Texas A&M University webinar	Buckenberger	4
12/18-12/22/2023	K9 Training/Certification-Initial Certifications-K9 Nitro	Shallow Creek Kennels; Pennsylvania	Schemenauer	64
12/27-12/29/2023				
12/19/2023	SRT Training-Firearms Training <i>Officer Rescue Bounding Over Watch; Hostage Rescue Gambler; Deck of Cards; Can't Miss Fast Enough-Pistol & Rifle</i>	OZSO Outdoor Range	Schellinger	8
			Buckenberger	8
			Schlice	8
12/27/2023	SRT-Sniper Training-Night Shoot; Officer Rescue	OZSO Outdoor Range	Boldt	8

2023 Dispatch Clerical Training

<u>DATES</u>	<u>COURSE INFORMATION</u>	<u>LOCATION</u>	<u>EMPLOYEE</u>	<u>HOURS</u>
January 2023	Strip Search GO Review & Quiz Mission Statement and Goals GO Review Code of Ethics review	distributed on Deer Creek	Fischer Holloway Liebherr Esselmann Racine Price	0.75 0.75 0.75 0.75 0.75 0.75
2/6-28/2023	KnowBe4 Internet Security Awareness Training	KnowBe4 Webinar	Fischer Holloway Liebherr Esselmann Racine Price	0.5 0.5 0.5 0.5 0.5 0.5
2/8-2/26/2023	A Clear Picture-Harassment in the Public Sector	DSS Sustainable Solutions	Fischer Holloway Liebherr Esselmann Racine Price	0.25 0.25 0.25 0.25 0.25 0.25
3/21/2023	IS-144A TERT Basic Course	FEMA Webinar	Racine	3
4/24/2023	Coordinated Response Exercise-Pipeline Safety	Paradigm; held in Sheboygan	Esselmann	8
4/24-4/27/2023	Incident Tactical Dispatcher Course	Office of Emergency Comm; OZSO	Racine	32
5/22-6/1/2023	Blood Borne Pathogens Video	CVMIC webinar	Fischer Holloway Liebherr Esselmann Racine Price	0.25 0.25 0.25 0.25 0.25 0.25
6/21-6/23/2023	Law Enforcement Administrative Professionals Conference	FVTC/NCJTC; Eau Claire	Fischer	16
6/26/2023	NFPA 1500 Bloodborne Pathogen Safety	Vector Solutions	Esselmann	1
6/26/2023	General HIPAA Awareness	Vector Solutions	Esselmann	1
9/20-9/22/2023	Crime Information Bureau (CIB) Conference	Radisson Hotel & Conference Center	Fischer	20
12/1/2023	Annual Department Meeting Heather Boesch-OZSO- best practices with shared dispatch Amanda Didier- Lakeshore Child Advocacy Center- best practices, interview, case investigations	CPD	Fischer Hollway Esselmann Racine Price	3 3 3 3 3

2023 BUDGET



POLICE – STATION & ADMINISTRATION

522100, 522110, 522120, 522130

Responsibilities Include:

- Recognize citizen cooperation through the issuance of commendations.
- Make recommendations to Mayor, Common Council, Boards, Commissions, and citizens concerning public safety issues.
- Seek potential grants and funding.
- Coordinate annual Safety Day event to enhance public relations and offer information regarding Cedarburg Police Department.
- Provide 16-hour police communications dispatch center.
- Provide administrative support to officers and supervisory staff.
- Provide general upkeep of the police station building, grounds, and equipment.
- Oversee maintenance and repairs of police vehicles.
- Provide 24-hour, open door service to the public.
- Prepare bids annually for replacement of patrol vehicles.

Department Services Indicators	2020	2021	2022 Estimated	2023 Projected
Number of Telephone Calls Received by Dispatch	9,838	9,528	7,816	9,060
911 Calls*	4,204			
False 911 Calls	350	391	320	354
Individuals Receiving Assistance at Station	5,175	5,305	5,024	5,168
Citizens Requests for Open Records	520	524	400	481
Mental Commitment Complaints	35	15	22	24
Violent Crimes	6	8	14	9
Property Crimes	79	89	122	97
Value of Property Stolen	\$89,943	\$179,427	\$175,286	\$94,000
Recovery of Property Stolen	\$47,739	\$54,653	\$70,900	\$28,200
Municipal Warrants Processed**	20	0	0	0

Service Area	Objective	Efficiency Measure	Target 2020/2021	Target 2021/2022	Target 2022/2023
Police Department	Safe Community	Violent Crime Rate	.20%	.10%	10%

CITY OF CEDARBURG BUDGET

Service Area	Objective	Efficiency Measure	Target 2020/2021	Target 2021/2022	Target 2022/2023
Police Department	Safe Community	Property Crime Rate	10.00%	8.00%	8.00%
Police Department	Safe Community	Youth Crime Rate	1.00%	.80%	.80%

2022 Significant Accomplishments:

- Upgraded the security camera system.
- Installed a Key Fob system on four doors.
- Leadership Training for our Administrative Captain and one patrol Sergeant through Northwestern Staff and Command School.
- Hired and trained one new officer.
- New command staff promoted.
- Reorganized the command structure.
- Promoted two Lieutenants to Captains.
- Accredited through WILEAG.
- Created a Safe Space in the lobby for after hours.
- Reinstated the Citizen's Police Academy.
- Trained citizens on Active Shooter response and provided medical training.

2023 Objectives:

- Hire an additional officer for 2023.
- Add an additional patrol vehicle.
- Make all UOF instructors master instructors.
- Start a therapy dog program for the School Resource Officer.

Long Term Objectives:

- Facilities needs evaluation.

Budget Variances:

- 100-522110-111 Salaries: This will increase based on the 6% pay increase.
- 100-522110-122 Office/Dispatchers- This will decrease based upon the two dispatch vacancies. The savings will be transferred to Patrol Salaries and Capital for the additional patrol car. There is a 6% pay increase for each employee under this category.
- 100-522110-112, 134, 135, 151, 152 Benefits: There will be an overall decrease in these areas because of the two vacancies but there is a 6% increase per employee based upon the 6% raise.

*AT&T changed reporting procedures and we haven't been able to garner 911 numbers since mid-2021

**State debt collection via Mid-Moraine Municipal Court is used to collect unpaid municipal traffic and ordinance citations; warrants are no longer issued for Cedarburg Police Department.

CITY OF CEDARBURG BUDGET

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	2021 AMENDED BUDGET	2022 AMENDED BUDGET	2022 PROJECTED ACTIVITY	2023 COUNCIL APPROVED BUDGET	2023 COUNCIL APPROVED % CHANGE
APPROPRIATIONS							
Dept 522100 - POLICE STATION							
100-522100-500111	SALARIES	20,689	20,899	(18,270)	315	0	(100.00)
100-522100-500112	OVERTIME	400	400	400	0	0	(100.00)
100-522100-500135	SICK PAY OUT	235	278	278	0	0	(100.00)
100-522100-500151	FICA	1,670	1,651	1,731	0	0	(100.00)
100-522100-500152	RETIREMENT	1,458	1,438	1,003	20	0	(100.00)
100-522100-500154	HEALTH INSURANCE	3,645	4,194	12,475	0	0	(100.00)
100-522100-500155	LIFE INSURANCE	24	25	0	0	0	0.00
100-522100-500159	LONGEVITY	504	0	0	0	0	0.00
100-522100-500165	WORKERS COMP INS	703	677	680	0	0	(100.00)
100-522100-500210	PROFESSIONAL SERVICES	0	0	33,696	22,000	22,464	(33.33)
100-522100-500222	ELECTRIC	29,305	30,037	30,488	25,000	30,945	1.50
100-522100-500224	NATURAL GAS	12,120	12,241	12,241	12,241	12,559	2.60
100-522100-500226	WATER SERVICE	1,346	1,413	1,413	1,413	1,554	9.98
100-522100-500240	REPAIR AND MAINTENANCE	20,000	20,000	22,000	21,000	40,866	85.75
100-522100-500340	MAINTENANCE SUPPLIES	4,500	4,500	4,500	6,500	4,500	0.00
100-522100-500510	PROPERTY INSURANCE	1,533	1,703	1,703	1,703	3,500	105.52
Totals for dept 522100 - POLICE STATION		98,132	99,456	104,338	90,192	116,388	11.55
Dept 522110 - POLICE ADMINISTRATION							
100-522110-500111	SALARIES	209,638	222,269	110,932	110,932	114,411	3.14
100-522110-500112	OVERTIME	5,000	5,000	5,000	8,000	5,500	10.00
100-522110-500122	OFFICE/DISPATCHERS	412,970	432,964	445,967	293,505	345,202	(22.59)
100-522110-500134	HOLIDAY PAY	13,559	13,930	14,348	13,000	13,000	(9.40)
100-522110-500135	SICK PAY OUT	5,768	3,491	60,708	36,274	2,307	(96.20)
100-522110-500151	FICA	50,516	51,841	44,328	44,328	36,752	(17.09)
100-522110-500152	RETIREMENT	54,456	56,397	43,646	43,646	39,880	(8.63)
100-522110-500154	HEALTH INSURANCE	133,304	141,550	128,667	128,667	84,285	(34.49)
100-522110-500155	LIFE INSURANCE	247	174	48	48	9	(81.25)
100-522110-500159	LONGEVITY	13,408	0	0	0	0	0.00
100-522110-500165	WORKERS COMP INS	6,233	6,899	3,620	3,673	3,856	6.52
100-522110-500212	ATTORNEY/CONSULTANT	15,000	15,000	18,000	17,000	18,000	0.00
100-522110-500213	ANIMAL POUND	1,500	1,500	1,500	1,400	1,500	0.00
100-522110-500225	TELEPHONE/COMMUNICATIONS	29,000	29,000	31,000	31,447	31,500	1.61
100-522110-500240	REPAIR AND MAINTENANCE	46,000	46,000	48,000	46,000	48,000	0.00
100-522110-500310	OFFICE SUPPLIES	6,500	6,500	6,500	6,400	6,500	0.00
100-522110-500313	PRINTING-NEWSLETTERS, ETC	3,500	3,500	3,500	3,200	3,500	0.00
100-522110-500320	PROF PUBLICATIONS AND DUES	1,250	1,250	1,250	1,100	1,250	0.00
100-522110-500330	TRAVEL & TRAINING	4,500	4,500	4,500	5,500	6,000	33.33
100-522110-500346	UNIFORMS	3,700	3,700	3,700	3,500	3,700	0.00
100-522110-500347	SUPPLIES AND EXPENSES	300	300	300	1,000	300	0.00
100-522110-500380	EQUIPMENT/CAPITAL OUTLAY	2,500	2,500	3,000	3,000	3,000	0.00
100-522110-500390	OTHER EXPENSES	2,000	2,000	2,000	1,700	2,000	0.00
100-522110-500512	LIABILITY INSURANCE	22,157	21,413	14,905	14,905	15,000	0.64
Totals for dept 522110 - POLICE ADMINISTRATION		1,043,006	1,071,678	995,419	818,225	785,452	(21.09)
TOTAL APPROPRIATIONS		1,141,138	1,171,134	1,099,757	908,417	901,840	(18.00)

POLICE – PATROL & INVESTIGATIONS

Responsibilities Include:

- Patrol areas of the city with squad vehicle, bicycle, foot patrol, and canine.
- Apprehend violators of state and local laws/ordinances and take appropriate action as specified by the rules/regulations and policies/procedures of the City.
- Render service and provide assistance to those who live, work, or visit the City of Cedarburg by responding to home and vehicle lockouts; providing open door and window checks for businesses, and home checks while citizens are on vacation; providing directions, and motor vehicle and driver's license information to the public; assisting motorists and pedestrians; locating lost children; and investigating problems encountered by the public while in the City.
- Handle initial investigations of crimes or criminal activity and complete the proper reports for follow-up by the Administrative Captain, Detective, Investigator, or School Resource Officer.
- Support and security to all schools through the School Resource Officer and School Safety Officer.
- Three officers are trained as Special Response Team (SRT) members to help supplement the county-wide SRT unit; one officer participate on the Anti-Drug Task Force; three officers are trained as firearms instructors; and two officer are trained as defensive tactics instructor, one officer is a vehicle contacts instructor, and one officer is a police vehicle pursuit instructor.
- All officers undergo at least 24 hours of mandatory, annual training but strive for 60-80 hours of training.
- Officers investigate complaints; respond to fire/rescue calls, burglar/fire alarms and false 911 calls; issue warnings or citations for offenses; secure all City Park restrooms year-round; investigate complaints related to burglary, theft, arson, vice, narcotics, sexual assaults/abuse, domestic violence, identity theft, juvenile enforcement, mental commitment, and other types of investigations as required.
- Provide public education for adults and juveniles related to crime prevention, drug/alcohol awareness, child abuse, identity theft, and graffiti problems.
- Provide Bicycle Safety Camp and Safety Town to help educate and protect young children relating to pedestrian and bicycle safety.

Department Services Indicators:	2020	2021	2022 Estimated	2023 Projected
Calls for Service and Incidents Received	25,805	24,920	24,730	26,213
Assistance to Motorists/Pedestrians	4,482	4,175	4,210	4,420
Fire/Rescue Responses	670	998	970	1,108
Burglar/Fire Alarms	186	130	174	180
Homes Checked While Residents on Vacation	1,442	1,043	1,830	1,438
Lockouts of Vehicles	88	104	58	83
Issued Warnings	3,820	4,930	4,046	4,248
Arrests	1,109	1,303	1,830	1,921
Safety Town Attendees and Volunteers	0	150	150	150
Safety Camp Attendees and Volunteers	0	150	150	150

CITY OF CEDARBURG BUDGET

Department Services Indicators:	2020	2021	2022 Estimated	2023 Projected
Hand Checked Doors	106,140	105,850	104,980	106,140
Hours on Bicycle Patrol	100	100	100	100
Citations Issued, Includes Parking Cites	1,109	1,159	1,684	1,769
Criminal Complaints	86	72	104	89
Accidents Investigated	190	168	144	167
K-9 Deployments	65	88	60	71

2022 Significant Accomplishments:

- Added an officer to the Ozaukee County SRT team as a negotiator
- Selected and trained two Field Training Officers
- Provided special training for Juvenile Officer and School Safety Officer
- Replaced 3 marked squads with new design including an SRO car
- Provided Admin training for sergeants
- Provided supervisory training to officers in charge
- Trained students and staff on ALICE
- Created a Police Chaplain coordinator position
- Created a grant writer position
- Hired and trained one new officer
- Enhanced wellness programs for all employees
- Ground fighting training for officers
- Supervisory training for new sergeants
- Added the WRAP system to our UOF system
- Trained Lasata staff on the Rickshaw bicycle

2023 Objectives:

- Train additional FTO and DAAT instructor
- Add an additional officer to patrol
- Add security cameras in the community
- Increase crime prevention programs
- Add an additional patrol vehicle

Long Term Objectives:

- Develop future leaders within the department
- More engagement with the community

Budget Variances:

- 100-522120-111 Salaries: There is an increase in the salaries for patrol based on a 6% pay increase and the additional officer. We will be using some of the savings from dispatch to cover the cost of the additional officer.
- 100-522120-112,134, 135, 151, 152, 159 Benefits: There is an increase in the salaries for patrol based on the 6% pay increase and the additional officer. We will be using some of the savings from dispatch to cover the cost of the additional officer.
- 400-522120-811 Equipment/Capital Outlay: We are adding an additional patrol car to the fleet and will be using some of the dispatch savings to purchase that. We are replacing three existing cars and adding one additional. The two unmarked cars will be replaced with Tesla Model 3's. We will see significant savings on fuel, maintenance, and repairs over the ten years that we keep these cars.
- 400-522120-724: Most of our Tasers are expired or will expire in 2023. The Tasers are not covered by a warranty once they expire and there could be a liability issue if they fail during deployment.
- 100-522120-351 Gas and Oil Expense- With the large increase in fuel costs we have requested a 30% increase in fuel costs.
- 100-522120-123 Crossing Guards- We are requesting a \$1 more per hour for our crossing guards. They are on the low end of the pay scale as compared to the surrounding areas and this raise will bring them up to the middle of the pay scale. The School District would be required to pay half of the increase.
- 100-522130-111 Salaries: There will be an increase based on the 6% pay raise.
- 100-522130-112, 134, 135, 151, 152, 159 Benefits- These will all increase based on the 6% pay increase.

*2023 projections are based on the anticipated hiring of an additional officer



THIS REPORT IS A PUBLICATION OF THE

**CEDARBURG POLICE DEPARTMENT
W75 N444 WAUWATOSA ROAD
CEDARBURG, WI 53012**

911 (emergency)

262-375-7620 (non-emergency)

262-375-7624 (fax)

www.cedarburgpolice.com

**Prepared by
Amy L. Fischer
Administrative Assistant
2023 Annual Report**

CITY OF CEDARBURG

MEETING DATE: August 26, 2024

ITEM NO: 8.A.

TITLE: Discussion and possible action on revisions to the Amplified Music Ordinance

ISSUE SUMMARY: During and after COVID, the City allowed amplified music in the downtown business district to help the businesses get through the pandemic and continue to thrive after it. With increasing amounts of amplified music being played several nights a week throughout the downtown district it has become an issue with the people living in the downtown buildings and surrounding neighborhoods. The changes to the ordinance will limit the number of nights per week a business can provide amplified music, and it lowers the decibel levels.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: Revised Amplified Music Ordinance

INITIATED/REQUESTED BY: Mayor Thome, Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

ORDINANCE NO. 202~~14~~-21~~XX~~

An Ordinance Repealing and Replacing Section 7-2-17, Outdoor Alcohol Beverage Licenses Required for Outdoor Consumption at Class “B” Premises

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

SECTION 1. Section 7-2-17 the Municipal Code of the City of Cedarburg is hereby repealed and recreated in its entirety as follows:

SEC. 7-2-17 OUTDOOR ALCOHOL BEVERAGE LICENSES REQUIRED FOR OUTDOOR CONSUMPTION AT CLASS "B" PREMISES. (Ord. 92-54)
(Ord. 94-45) (Ord. 96-01) (Ord. 2006-28)(Or. 2008-07)(Ord. 2015-14)

- (a) **Required for Outdoor Consumption.** No licensee shall permit the consumption of alcohol beverages on any part of the licensed premises not enclosed within the building, except under license granted by the Common Council. The licenses are a privilege in which no rights vest and, therefore, may be revoked by the Common Council at its pleasure at any time. No person shall consume or have in his or her possession alcohol beverages on any unenclosed part of the licensed premises which is not described in a valid Outdoor Alcohol Beverage License.
- (b) **Limitations on Issuance of Outdoor Alcohol Beverage License.** In making their determination on whether or not to approve an Outdoor Alcohol Beverage license, the Common Council shall, on a case-by-case basis, take into consideration the size of the outdoor seating area and its location with respect to adjacent residential uses. Each applicant for an Outdoor Alcohol Beverage License shall accurately describe the outdoor seating area and shall indicate the nature of fencing or other measures intended to provide control over the operation of the outdoor seating area. The Plan Commission shall review all proposed Outdoor Alcohol Beverage Licenses to determine if they are harmful, offensive or otherwise adverse to the surrounding neighborhood and shall recommend that the license be granted as requested, modified or denied. If the premises is within the Historic District, the Plan Commission shall take into consideration the recommendation of the Landmarks Commission. The Building Inspector shall verify that criteria established the Plan Commission and the Landmarks Commission are met prior to issuance of an Outdoor Alcohol Beverage License. No amplified sound or music is permitted outside the enclosed (building) premises. Amplified sound or music is not permitted in the outdoor seating area, subject to Section (e) herein. There shall be a licensed operator with the outdoor seating area at all times while in operation. There shall be a Fifty (\$50.00) Dollar fee for an Outdoor Alcohol Beverage License. (Ord. 96-01) (Ord. 2006-28)(Ord. 2008-07)(Ord. 2015-14)
- (c) **Adjoining Property Owners to be Notified of Pendency of Applications.** All property owners within one hundred fifty (150) feet of the outdoor seating area shall be notified by first class mail of the pendency of application for an Outdoor Alcohol Beverage Permit with or without Amplified Music by the City Clerk’s Office.
- (d) **State Statutes Enforced Within Outdoor Seating Area.** Every licensee under this Section shall comply with and enforce all provisions of Ch. 125, Wis. Stats., applicable to

Class "B" licensed premises, except insofar as such provisions are clearly inapplicable. Violation of the provisions of Ch. 125, Wis. Stats., shall be grounds for immediate revocation of the Outdoor Alcoholic Beverage License by the Common Council. (96-01)

- (e) **Outdoor Amplified Sound or Music Permit.** As an exception to the amplified sound and music prohibition of subsection (b) herein, Outdoor Alcohol Beverage License holders may apply for a permit allowing outdoor amplified sound and music subject to the following limitations:

1. Amplified sound or music may only be generated in the outdoor seating area for which the Outdoor Alcohol Beverage License was issued.
2. Any amplified music or sound exceeding ~~80~~ 65 decibels requires a permit under this subsection.
3. An annual permit fee of \$250.00 shall be required prior to issuance of any Outdoor Amplified Sound or Music Permit.
4. Amplified music or sound shall not exceed ~~90~~65 decibels, regardless of whether a permit has been issued. Exceptions to this are events held at Cedar Creek Park Bandshell which shall not exceed 110 decibels.
5. Pedal tavern music shall be played at 65 decibels or less.
6. Methods of measuring decibels.
 - (a) Equipment. Decibel measurement shall be made with a decibel meter.
 - (b) Location of measurement. Decibel measurement shall be made at the nearest lot line of the premises from which a noise complaint is received. The noise meter shall be placed at a height of at least three (3) feet above the ground and at least three (3) feet away from walls, barriers, obstructions, and all other sound reflective surfaces.
 - (c) The equipment necessary to measure sound shall reside within the City of Cedarburg Police Department and must be calibrated every nine (9) months.
 - (d) A police officer, or other designated enforcement official of the City, may, if he or she has reasonable suspicion to believe a violation of this ordinance, is or has been committed, request the volume to be lowered or issue a citation. Permit will be revoked upon receiving three (3) citations.
 - (e) A noise that exceeds the decibel rating allowed must exceed the decibels permitted for more than five (5) seconds within a one (1) minute period to be in violation of this ordinance.
7. ~~Amplified music exceeding 80 decibels shall not be allowed during Summer Sounds dates.~~
8. Each organization or business is allowed a maximum of ~~three (3)~~ two (2) days per week for amplified music or sound, limited to four hours per day. This excludes acoustic, mic only, tv sound bar, or one speaker amplification that is under ~~65~~80 decibels.
9. Amplified sound and music shall be allowed between the hours of 11:00 a.m. and 9:00 p.m.
10. On Friday & Saturday nights amplified music shall be allowed until 10:00 p.m. from Memorial Day until Labor Day.

11. All other restrictions and limitations of Section 7-2-17 remain in full force and effect (Ord. 2015-14)

SECTION 2. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

Passed and adopted by the Common Council of the City of Cedarburg on ~~November 8, 2021~~.

Patricia Thome ~~Michael O'Keefe~~, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: August 26, 2024

ITEM NO: 8.B. & 8.C.

TITLE: Discussion and possible action on Safe Water Drinking Loan Resolutions

ISSUE SUMMARY: As part of the lead service line replacement program, through the Cedarburg Light and Water Utility, the City is entering into two Financial Assistance Agreements (FAAs) with the State of Wisconsin under the Safe Drinking Water Loan Program (SDWLP). These agreements set forth the requirements for loans in the amount of **\$586,318 (private)** and **\$250,032 (public)** specifically for the replacement of private and public lead service lines. The loans have a fixed interest rate of 0.25% per annum and a term of 20-years. For more information see attached documents.

STAFF RECOMMENDATION: Staff recommends the approval of the loan resolutions

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: Finance Committee recommended approval of the loan program at their August 20, 2024 meeting.

BUDGETARY IMPACT: None

ATTACHMENTS: Safe Drinking Water Loan Program Summary, Resolutions

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Ben Collins, General Manager, Cedarburg Light & Water;
Mikko Hilvo, City Administrator

Safe Drinking Water Loan Program: Lead Service Line Replacement Loan Summary

The City of Cedarburg is entering into two Financial Assistance Agreements (FAAs) with the State of Wisconsin under the Safe Drinking Water Loan Program (SDWLP). These agreements set forth the requirements for loans in the amount of **\$586,318 (private)** and **\$250,032 (public)** specifically for the replacement of private and public lead service lines. The loans have a fixed interest rate of 0.25% per annum and a term of 20-years. The documents included with this summary provide the details specific to each of the loans.

Private-side Loan information:

The City of Cedarburg is responsible for the management of this loan and its requirements with the assistance of Cedarburg Light and Water.

Loan and Security: General Obligation

The agreement stipulates that the loan provided by the SDWLP will be secured by the full faith and credit of the City of Cedarburg. This means the city is legally obligated to repay the loan, with repayment secured by an irrevocable levy of ad valorem taxes. Additionally, the city may use other revenues, which are deposited into a dedicated debt service fund, to meet these obligations. The other revenues that will be used are the repayment of the individual loans between the City and Property owners paid as a special charge on the property's tax bill for the replacement of private lead service laterals.

Financial and Legal Commitments:

The loan carries a fixed interest rate of 0.250% per annum, with payments structured over a maximum term of 20 years. The agreement includes provisions for the disbursement of funds, which will be made only upon submission of appropriate documentation proving incurred project costs. The city must also maintain separate accounts for the project and ensure that all financial records related to the loan are accessible for audit and review.

Use of Loan Proceeds:

The loan proceeds must be applied exclusively to project costs associated with the replacement of lead service lines. The city is required to adhere strictly to the terms of the agreement, including compliance with all applicable federal, state, and local laws during the project's construction. Importantly, the agreement specifies that if any part of the loan is used for ineligible costs, the city must repay those amounts to the SDWLP within 60 days.

Compliance and Reporting:

The city must ensure compliance with all federal requirements, particularly those related to the use of American-made iron, steel, and construction materials (Build America, Buy America provisions). Furthermore, the city is responsible for maintaining proper insurance coverage for the project and must report any significant changes or issues that could impair the project's completion or the city's ability to repay the loan.

Public-side Loan Information:

Cedarburg Light and Water is responsible for the management of this loan and its requirements.

Loan and Security: Revenue and Pledge of Revenues

The repayment of the bonds is secured by the revenues generated from the operation of the city's water and electric systems. Specifically, the ordinance mandates that the "Net Revenues," which consist of operating income after deducting operation and maintenance expenses, are pledged to bond repayment. The priority of these funds is clearly outlined: they are first used to meet the ongoing operation and maintenance costs of the utilities, then to service the debt, including the payment of principal and interest on the bonds.

Debt Service and Reserve Requirements:

The ordinance requires the establishment of a "Debt Service Fund" and a "Reserve Account" to ensure timely bond repayments. The Debt Service Fund must be adequately funded to cover interest and principal payments due within the year. Additionally, a Reserve Account, set at a minimum of 125% of the average annual debt service, provides a financial cushion in case of revenue shortfalls. These measures are designed to protect bondholders and maintain the city's financial stability.

Rate Covenant and Utility Rate Adjustments:

To maintain the financial health of the utilities and ensure sufficient revenue for bond repayment, the city commits to setting and adjusting utility rates as necessary. This "Rate Covenant" is a critical component of the bond issuance, ensuring that rates remain adequate to cover all operational costs, debt service, and required reserves. The ordinance grants the city the authority to adjust rates without further legislative approval, allowing for responsive and proactive financial management.

Additional Bonds and Parity Conditions:

The city may issue additional bonds in the future, provided that certain conditions are met. These include demonstrating that the net revenues are sufficient to cover the debt service on existing and proposed bonds. The ordinance outlines specific tests and conditions to ensure that any new debt does not jeopardize the financial stability of the water and electric systems or dilute the security of existing bondholders.

Bondholder Protections:

Bondholders are granted several protections under the ordinance. These include the right to enforce the city's obligations through legal action if necessary. The ordinance also prohibits the sale or transfer of the water and electric systems while the bonds are outstanding, ensuring that the pledged revenues remain under the city's control.

RESOLUTION NO. 2024-09

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$250,032 TAXABLE WATER SYSTEM AND ELECTRIC SYSTEM
REVENUE BONDS, SERIES 2024,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

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

WHEREAS, certain improvements to the System, including the replacement of publicly-owned 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. 5628-02 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system and electric system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the State of Wisconsin Safe Drinking Water Loan Program has determined to provide for such bonds to be issued on a taxable basis; and

WHEREAS, no bonds or obligations payable from the revenues of the System are now outstanding.

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 Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$250,032 Taxable Water System and Electric System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Bulk Power Supply Engineer" means a nationally recognized engineer, or firm of engineers selected by the Municipality and which has skill and expertise in the field of bulk power supply planning;
- (f) "Credit Obligation" means any obligation of the Municipality under a contract, lease, installment sales agreement or other instrument, including but not limited to any contract entered into with a municipal electric company pursuant to Section 66.0825(8) of the Wisconsin Statutes, to make payments for property, services or commodities for the benefit or use of the electric utility portion of the System whether or not the same are made available, furnished or received, or any other obligation of the Municipality, under which the Municipality lends credit to or guarantees debts, claims or other obligations of any other person or entity for the purpose of obtaining property, services or commodities for the electric utility portion of the System or for the purpose of financing the initial costs of any project of any other person or entity from which property, services or commodities are intended to be obtained for the benefit or use of the electric utility portion of the System but only to the extent such obligation requires payment directly or indirectly from a designated fund or account provided for under this Resolution;
- (g) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures. In the case of the electric utility portion of the System, Current Expenses shall include, without intent to limit the foregoing, all costs of purchasing, producing and delivering electric power and energy and specifically fuel costs, costs of transmission service, reserve service, interchange service, and all other costs of purchased power, including obligations under the Power Supply Contract between the Municipality and WPPI, and all payments required by Credit Obligations;
- (h) "Debt Service Fund" means the Water System and Electric System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (i) "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 Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (j) "Fiscal Year" means the twelve-month period ending on each December 31;
- (k) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (l) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water system and electric system charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to

Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

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

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

(o) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(p) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(q) "Power Supply Contract" means the Long Term Power Supply Contract for Participating Members between the Municipality and WPPI entered into under Section 66.0825(8), Wisconsin Statutes;

(r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

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

(t) "System" means the entire water system and electric system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water and the generation, transmission and distribution of electricity, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and electric system and including all appurtenances, contracts, leases, franchises, and other intangibles; and

(u) "WPPI" means WPPI Energy, a municipal electric company organized under Section 66.0825, Wisconsin Statutes.

Section 2. Authorization of the Bonds 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 credit of the income and revenue of the System up to the sum of \$250,032; and fully registered revenue bonds 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 Bonds. The Bonds shall be designated "Taxable Water System and Electric System Revenue Bonds, Series 2024" (the "Bonds"); 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 Bond 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 Bonds shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

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

The Bonds 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 Bonds 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 Bonds 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 Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond 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. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the

principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

- (a) Water System and Electric System Revenue Fund (the "Revenue Fund") into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water System and Electric System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses of the System.
- (c) Water System and Electric System Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Water System and Electric System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, and the Debt Service Fund including the Reserve Account. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wis. Stats. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts described in this section.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

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 Bonds and any Parity Bonds 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, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water and electric services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, 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 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Credit Obligations. (a) To the extent permitted by law, the Municipality may undertake any Credit Obligation which directly or indirectly requires payments from the

Operation and Maintenance Fund, but only if it shall first obtain an opinion of a Bulk Power Supply Engineer to the effect that: (i) the property, services or commodities to be furnished pursuant to such Credit Obligation may be used beneficially by the Municipality to meet the power and energy requirements of the electric utility portion of the System; and (ii) the obtaining of such property, services or commodities is technically and economically justifiable in accordance with prudent municipal utility management practice.

(b) To the extent permitted by law, the Municipality may undertake any Credit Obligation that directly or indirectly requires payments from the Surplus Fund, subject to any prior use of such monies for the benefit of the Bonds pursuant to Section 6 of this Resolution without meeting the requirements of subsection (a).

(c) The Bulk Power Supply Engineer may, in making all estimates required to be made or necessary to render any opinion required under this Section, rely upon estimates supplied by other engineers or information supplied by other persons, including an authorized representative of the Municipality, who the Bulk Power Supply Engineer believes to be qualified and to have access to the necessary information to make such estimates and to provide such information.

Section 13. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$250,032 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 Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds 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 Bonds.

Section 14. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project 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 15. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of

revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 16. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the 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 fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. 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 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: August 26, 2024

Approved: August 26, 2024

Patricia J. Thome
Mayor

Attest:

Tracie Sette
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

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

REGISTERED
\$ _____

TAXABLE WATER SYSTEM AND ELECTRIC SYSTEM REVENUE BOND, SERIES 2024

Final
Maturity Date

May 1, 2044

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, solely from the fund hereinafter specified, 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, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Bond 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, 2025 in an amount equal to an amount which when amortized over the remaining term of this Bond 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 Bond shall be payable only upon presentation and surrender of this Bond 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 Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

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

This Bond 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 Bond, 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 Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, including the replacement of publicly-owned lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 26, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$250,032 Taxable Water System and Electric System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System and Electric System of the Municipality (collectively, the "Utility"). This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

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 Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

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

CITY OF CEDARBURG,
WISCONSIN

(SEAL)

By: _____
Patricia J. Thome
Mayor

By: _____
Tracie Sette
City Clerk

COPY

(Form of Assignment)

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

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

Please insert Social Security or other identifying number of Assignee

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

Attorney to transfer said Bond 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 Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$250,032

CITY OF CEDARBURG, WISCONSIN
TAXABLE WATER SYSTEM AND ELECTRIC SYSTEM REVENUE BONDS, SERIES 2024

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

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2025	\$12,207.28
May 1, 2026	12,237.80
May 1, 2027	12,268.39
May 1, 2028	12,299.07
May 1, 2029	12,329.81
May 1, 2030	12,360.64
May 1, 2031	12,391.54
May 1, 2032	12,422.52
May 1, 2033	12,453.57
May 1, 2034	12,484.71
May 1, 2035	12,515.92
May 1, 2036	12,547.21
May 1, 2037	12,578.58
May 1, 2038	12,610.02
May 1, 2039	12,641.55
May 1, 2040	12,673.15
May 1, 2041	12,704.84
May 1, 2042	12,736.60
May 1, 2043	12,768.44
May 1, 2044	12,800.36

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 06/24

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF CEDARBURG

\$250,032

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 11, 2024

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. 5628-02

TABLE OF CONTENTS

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	4

ARTICLE II REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	5
Section 2.02.	Representations of the Municipality	6

ARTICLE III LOAN PROVISIONS

Section 3.01.	Loan Clauses	9
Section 3.02.	Loan Amortization	9
Section 3.03.	Type of Municipal Obligation and Security	9
Section 3.04.	Sale and Redemption of Municipal Obligations	10
Section 3.05.	Disbursement of Loan Proceeds	10
Section 3.06.	Remedies	11
Section 3.07.	Security for the Loan	12
Section 3.08.	Effective Date and Term	12
Section 3.09.	Other Amounts Payable	12

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01.	Insurance	13
Section 4.02.	Construction of the Project	13
Section 4.03.	Performance Bonds	13
Section 4.04.	Completion of the Project	13
Section 4.05.	Payment of Additional Project Costs	14
Section 4.06.	No Warranty Regarding Condition, Suitability, or Cost of Project	14

ARTICLE V COVENANTS

Section 5.01.	Application of Loan Proceeds	14
Section 5.02.	Reserved	15
Section 5.03.	Compliance with Law	15
Section 5.04.	Reserved	15
Section 5.05.	Establishment of Project Accounts; Audits	15
Section 5.06.	Records	15
Section 5.07.	Project Areas	15
Section 5.08.	Engineering Inspection	15
Section 5.09.	Reserved	15
Section 5.10.	User Fee Covenant	15
Section 5.11.	Notice of Impaired System	16
Section 5.12.	Hold Harmless	16

Section 5.13.	Nondiscrimination Covenant	16
Section 5.14.	Employees	16
Section 5.15.	Adequate Funds	16
Section 5.16.	Management	16
Section 5.17.	Reimbursement	17
Section 5.18.	Unpaid User Fees	17
Section 5.19.	Rebates	17
Section 5.20.	Maintenance of Legal Existence	17
Section 5.21.	Wage Rate Requirements	17
Section 5.22.	American Iron and Steel and Build America, Buy America	17
Section 5.23.	Federal Single Audit	18
Section 5.24.	Bipartisan Infrastructure Law Signage	18
Section 5.25.	Federal Equivalency Project	18

ARTICLE VI MISCELLANEOUS

Section 6.01.	Notices	18
Section 6.02.	Binding Effect	19
Section 6.03.	Severability	19
Section 6.04.	Amendments, Supplements, and Modifications	19
Section 6.05.	Execution in Counterparts	19
Section 6.06.	Applicable Law	19
Section 6.07.	Benefit of Financial Assistance Agreement	19
Section 6.08.	Further Assurances	19
Section 6.09.	Assignment of Municipal Obligations	19
Section 6.10.	Covenant by Municipality as to Compliance with Program Resolution	19
Section 6.11.	Termination	20
Section 6.12.	Rescission	20

EXHIBIT A	PROJECT BUDGET SHEET
EXHIBIT B	LOAN AMORTIZATION SCHEDULE
EXHIBIT C	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION
EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES
EXHIBIT H	BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 11, 2024, 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, 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 30, 2023, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

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

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

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

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

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

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

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

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

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (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.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"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, 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. 5628-02 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, and the electric system of the municipality, pursuant to the Water Rates or otherwise.

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

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

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

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

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

ARTICLE II REPRESENTATIONS

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

- (a) Reserved.
- (b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Reserved.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2024 state fiscal year.

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 \$250,032 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 special 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 adopted a rate, charge, or assessment schedule 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 CWFPP.

(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 actual Substantial Completion date of the Project was August 9, 2024.

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

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

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

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

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order. The Municipality also submitted a customer-side Lead Service Line replacement financial assistance program application to the Public Service Commission under s. 196.372, Wis. Stats, and received approval. If this approval was received prior to participation in the Lead Service Line Replacement Program, the Municipality acknowledges that they have contacted the Public Service Commission and made any updates that the Public Service Commission required.

(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 \$250,032. 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> [eif.doa.wi.gov]. 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. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on September 11, 2024. 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 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds

pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Water System and electric system, and the Municipality shall agree that, if revenues from the Water System and electric system are insufficient to meet annual debt service requirements, the Municipality shall purchase water or electric services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System and electric system then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System and electric system then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.07 hereof.

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, except that excess proceeds of the collection of the special charges may be applied, on May 1 or November 1 annually, to prepay the Municipal Obligations as provided by the Municipal Obligation Resolution.
- (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.

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 In addition:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates, and electric system revenues (which is a dedicated source of revenue); and

(b) the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality

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 electric system, Water System and 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 Water System, electric system or 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 Water System, electric system or Project.

Section 4.02. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.
- (c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

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

Section 4.04. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and

construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

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

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

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

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

- (1) complete and deliver to DNR the documentation described in Section 4.04(b) above;
- (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and
- (3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

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 and to pay all amounts due under this FAA and the Municipal Obligations.

(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."

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)), as applicable, 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. Detail regarding applicability is provided in the Project Manager Summary (Exhibit F).

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 doaef@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

Section 5.25. 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 hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF CEDARBURG
W63 N645 WASHINGTON AVENUE
PO BOX 49
CEDARBURG WI 53012-0049

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

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

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

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

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

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

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

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

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

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

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

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

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

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF CEDARBURG

By: _____
Patricia J. Thome
Mayor

Attest: _____
Tracie Sette
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF CEDARBURG
SDWLP Project No. 5628-02

	Total Project Costs	Ineligible Costs Paid by Municipality	Costs Paid by SDWLP 5629-99	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	8,200.00	0.00	0.00	8,200.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	35,000.00	0.00	0.00	35,000.00
Construction/Equipment	2,888,712.25	2,528,869.00	173,012.00	186,831.25
Contingency	433,306.75	0.00	413,306.00	20,000.75
Miscellaneous Costs	0.00	0.00	0.00	0.00
SDWLP Closing Costs	.00	0.00	0.00	.00
TOTAL	3,365,219.00	2,528,869.00	586,318.00	250,032.00

Cedarburg, City, Wisconsin**Exhibit B**

Project #5628-02 Safe Drinking Water LSL Program

Loan Closing Date:

September 11, 2024

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-25	12,207.28	0.250%	399.36	12,606.64	12,606.64	0.00
1-Nov-25	0.00	0.250%	297.28	297.28	0.00	12,903.92
1-May-26	12,237.80	0.250%	297.28	12,535.08	12,832.36	0.00
1-Nov-26	0.00	0.250%	281.98	281.98	0.00	12,817.06
1-May-27	12,268.39	0.250%	281.98	12,550.37	12,832.35	0.00
1-Nov-27	0.00	0.250%	266.65	266.65	0.00	12,817.02
1-May-28	12,299.07	0.250%	266.65	12,565.72	12,832.37	0.00
1-Nov-28	0.00	0.250%	251.27	251.27	0.00	12,816.99
1-May-29	12,329.81	0.250%	251.27	12,581.08	12,832.35	0.00
1-Nov-29	0.00	0.250%	235.86	235.86	0.00	12,816.94
1-May-30	12,360.64	0.250%	235.86	12,596.50	12,832.36	0.00
1-Nov-30	0.00	0.250%	220.41	220.41	0.00	12,816.91
1-May-31	12,391.54	0.250%	220.41	12,611.95	12,832.36	0.00
1-Nov-31	0.00	0.250%	204.92	204.92	0.00	12,816.87
1-May-32	12,422.52	0.250%	204.92	12,627.44	12,832.36	0.00
1-Nov-32	0.00	0.250%	189.39	189.39	0.00	12,816.83
1-May-33	12,453.57	0.250%	189.39	12,642.96	12,832.35	0.00
1-Nov-33	0.00	0.250%	173.83	173.83	0.00	12,816.79
1-May-34	12,484.71	0.250%	173.83	12,658.54	12,832.37	0.00
1-Nov-34	0.00	0.250%	158.22	158.22	0.00	12,816.76
1-May-35	12,515.92	0.250%	158.22	12,674.14	12,832.36	0.00
1-Nov-35	0.00	0.250%	142.58	142.58	0.00	12,816.72
1-May-36	12,547.21	0.250%	142.58	12,689.79	12,832.37	0.00
1-Nov-36	0.00	0.250%	126.89	126.89	0.00	12,816.68
1-May-37	12,578.58	0.250%	126.89	12,705.47	12,832.36	0.00
1-Nov-37	0.00	0.250%	111.17	111.17	0.00	12,816.64
1-May-38	12,610.02	0.250%	111.17	12,721.19	12,832.36	0.00
1-Nov-38	0.00	0.250%	95.41	95.41	0.00	12,816.60
1-May-39	12,641.55	0.250%	95.41	12,736.96	12,832.37	0.00
1-Nov-39	0.00	0.250%	79.60	79.60	0.00	12,816.56
1-May-40	12,673.15	0.250%	79.60	12,752.75	12,832.35	0.00
1-Nov-40	0.00	0.250%	63.76	63.76	0.00	12,816.51
1-May-41	12,704.84	0.250%	63.76	12,768.60	12,832.36	0.00
1-Nov-41	0.00	0.250%	47.88	47.88	0.00	12,816.48
1-May-42	12,736.60	0.250%	47.88	12,784.48	12,832.36	0.00
1-Nov-42	0.00	0.250%	31.96	31.96	0.00	12,816.44
1-May-43	12,768.44	0.250%	31.96	12,800.40	12,832.36	0.00
1-Nov-43	0.00	0.250%	16.00	16.00	0.00	12,816.40
1-May-44	12,800.36	0.250%	16.00	12,816.36	12,832.36	12,816.36

Totals	250,032.00		6,389.48	256,421.48	256,421.48	256,421.48
--------	------------	--	----------	------------	------------	------------

Net Interest Rate	0.2500%
Bond Years	2,555.8038
Average Life	10.2219

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

12-Aug-24 Wisconsin Department of Administration

Loan Payment Schedule Comments

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

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

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

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

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

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

May 1: principal and interest payments due
November 1: interest payments due

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

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Cedarburg (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5628-02 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act, as applicable.

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. 5628-02 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 and electric 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 Department 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
5628-02

Project Description
BIL SFY24 LSL Program Public Side Replacement

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No ☒				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	X MBE ☐ WBE ☐ Other	Non-construction	10,000	9,950	WisDOT
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ 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. 5628-02

1. **Project Description:** This Project is for public Lead Service Line (LSL) replacements in the City of Cedarburg. A municipal contract with Dorner, Inc. to complete full roadway, sanitary sewer, storm sewer, watermain, and both private and public LSL replacements. This contract includes replacement of approximately 30 public LSLs.

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

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

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

2. **Ineligible Costs:** Construction costs related to sanitary sewer, storm sewer, watermain replacement and private side LSL replacement, in the amount of \$3,115,187, have been deemed ineligible for this Project.
3. **Other Funding Sources:** The following other funding sources that contribute to this Project are SDWLP 5628-99 for \$586,318, and internal funds of the Municipality for sanitary sewer, storm sewer and watermain costs, totaling \$2,528,869.
4. **Contingency Allowance:** The contingency allowance of \$20,000.75 is five percent of the amount of uncompleted construction work. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.
5. **DBE Good Faith Effort:** The Municipality and prime contractor Dorner, Inc., made good faith efforts to utilize DBEs in the Project through advertisement and direct contacts to DBEs.
6. **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.
7. **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.

8. Environmental Review: An environmental assessment was completed for the Project area and resulted in a Categorical Exclusion. Standard requirements and recommendations for erosion control and invasive species guidance were included in the approval. The Project also received archaeological/historical clearance as no issues were identified.
9. 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 \$750,000 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.
10. 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.
 - o Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - o Provide information about the health effects of lead.
 - o 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.

RESOLUTION NO. 2024-10

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$586,318 TAXABLE GENERAL OBLIGATION WATER SYSTEM
PROMISSORY NOTES, SERIES 2024,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO

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

WHEREAS, certain improvements to the System, 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. 5628-99 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; and

WHEREAS, the only outstanding general obligations of the Municipality are its General Obligation Corporate Purpose Bonds, Series 2012A, dated September 5, 2012; General Obligation Promissory Notes, Series 2015A, dated June 3, 2015; General Obligation Corporate Purpose Bonds, Series 2016A, dated May 18, 2016; General Obligation Promissory Notes, Series 2018A, dated June 28, 2018; Taxable General Obligation Community Development Bonds, Series 2018B, dated November 14, 2018; General Obligation Corporate Purpose Bonds, Series 2020A, dated October 7, 2020; State Trust Fund Loan, Series 2022A, dated October 12, 2022; State Trust Fund Loan, Series 2022B, dated October 12, 2022; and General Obligation Community Development Bonds, Series 2023A, dated April 26, 2023, currently outstanding in an aggregate principal amount not exceeding \$20,175,028.

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 \$586,318 Taxable General Obligation Water System Promissory Notes, Series 2024, 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. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto; 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 \$586,318; 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 2024" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on May 1, 2025 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 2024, 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 for the years 2024 through 2043, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2044, inclusive, when due.

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

<u>Levy Year</u>	<u>Amount</u>
2025	\$30,259.33
2026	30,055.66
2027	30,055.56
2028	30,055.47
2029	30,055.38
2030	30,055.30
2031	30,055.21
2032	30,055.11
2033	30,055.02
2034	30,054.93
2035	30,054.84
2036	30,054.75
2037	30,054.66
2038	30,054.56
2039	30,054.47
2040	30,054.38
2041	30,054.28
2042	30,054.20
2043	30,054.10
2044	30,054.01

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

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

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall

be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Water System Promissory Notes, Series 2024 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 \$586,318 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may

be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

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

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

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

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

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

Passed: August 26, 2024

Approved: August 26, 2024

Patricia J. Thome
Mayor

Attest:

Tracie Sette
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

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

REGISTERED
\$ _____

TAXABLE GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTE,
SERIES 2024

Final
Maturity Date

May 1, 2044

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, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

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, 2025 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 constructing improvements to the Water System of the Municipality, including the replacement of private lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 26, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$586,318 Taxable General Obligation Water System Promissory Notes, Series 2024, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

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

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

CITY OF CEDARBURG, WISCONSIN

(SEAL)

By: _____
Patricia J. Thome
Mayor

By: _____
Tracie Sette
City Clerk

COPY

(Form of Assignment)

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

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

Please insert Social Security or other identifying number of Assignee

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

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

Dated:

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

Signature(s) guaranteed by

SCHEDULE A

\$586,318

CITY OF CEDARBURG, WISCONSIN
TAXABLE GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTES,
SERIES 2024

<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, 2025	\$28,625.73
May 1, 2026	28,697.30
May 1, 2027	28,769.04
May 1, 2028	28,840.96
May 1, 2029	28,913.06
May 1, 2030	28,985.35
May 1, 2031	29,057.81
May 1, 2032	29,130.45
May 1, 2033	29,203.28
May 1, 2034	29,276.29
May 1, 2035	29,349.48
May 1, 2036	29,422.85
May 1, 2037	29,496.41
May 1, 2038	29,570.15
May 1, 2039	29,644.08
May 1, 2040	29,718.19
May 1, 2041	29,792.48
May 1, 2042	29,866.97
May 1, 2043	29,941.63
May 1, 2044	30,016.49

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 06/24

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF CEDARBURG

\$586,318

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 11, 2024

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. 5628-99

TABLE OF CONTENTS

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	4

ARTICLE II REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	5
Section 2.02.	Representations of the Municipality	6

ARTICLE III LOAN PROVISIONS

Section 3.01.	Loan Clauses	9
Section 3.02.	Loan Amortization	9
Section 3.03.	Type of Municipal Obligation and Security	9
Section 3.04.	Sale and Redemption of Municipal Obligations	9
Section 3.05.	Disbursement of Loan Proceeds	10
Section 3.06.	Remedies	11
Section 3.07.	Security for the Loan	12
Section 3.08.	Effective Date and Term	12
Section 3.09.	Other Amounts Payable	12

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01.	Insurance	12
Section 4.02.	Construction of the Project	12
Section 4.03.	Performance Bonds	13
Section 4.04.	Completion of the Project	13
Section 4.05.	Payment of Additional Project Costs	13
Section 4.06.	No Warranty Regarding Condition, Suitability, or Cost of Project	14

ARTICLE V COVENANTS

Section 5.01.	Application of Loan Proceeds	14
Section 5.02.	Reserved	14
Section 5.03.	Compliance with Law	14
Section 5.04.	Reserved	14
Section 5.05.	Establishment of Project Accounts; Audits	14
Section 5.06.	Records	15
Section 5.07.	Project Areas	15
Section 5.08.	Engineering Inspection	15
Section 5.09.	Reserved	15
Section 5.10.	User Fee Covenant	15
Section 5.11.	Notice of Impaired System	15
Section 5.12.	Hold Harmless	15

Section 5.13.	Nondiscrimination Covenant	16
Section 5.14.	Employees	16
Section 5.15.	Adequate Funds	16
Section 5.16.	Management	16
Section 5.17.	Reimbursement	16
Section 5.18.	Unpaid User Fees	16
Section 5.19.	Rebates	16
Section 5.20.	Maintenance of Legal Existence	16
Section 5.21.	Wage Rate Requirements	17
Section 5.22.	American Iron and Steel and Build America, Buy America	17
Section 5.23.	Federal Single Audit	17
Section 5.24.	Bipartisan Infrastructure Law Signage	18
Section 5.25.	Federal Equivalency Project	18

ARTICLE VI MISCELLANEOUS

Section 6.01.	Notices	18
Section 6.02.	Binding Effect	18
Section 6.03.	Severability	19
Section 6.04.	Amendments, Supplements, and Modifications	19
Section 6.05.	Execution in Counterparts	19
Section 6.06.	Applicable Law	19
Section 6.07.	Benefit of Financial Assistance Agreement	19
Section 6.08.	Further Assurances	19
Section 6.09.	Assignment of Municipal Obligations	19
Section 6.10.	Covenant by Municipality as to Compliance with Program Resolution	19
Section 6.11.	Termination	19
Section 6.12.	Rescission	19

EXHIBIT A	PROJECT BUDGET SHEET
EXHIBIT B	LOAN AMORTIZATION SCHEDULE
EXHIBIT C	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION
EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES
EXHIBIT H	BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 11, 2024, 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 30, 2023, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, 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. 5628-99 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

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

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

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

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

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

"State" means the State of Wisconsin.

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

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS

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

- (a) Reserved.
- (b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Reserved.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2024 state fiscal year.

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 \$586,318 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 actual Substantial Completion date of the Project was August 9, 2024.

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

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

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

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

(bb) Reserved.

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

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

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$586,318. 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> [eif.doa.wi.gov]. 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. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on September 11, 2024. 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 3.03. 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 3.04. 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, except that excess proceeds of the collection of the special charges may be applied, on May 1 or November 1 annually, to prepay the Municipal Obligations as provided by the Municipal Obligation Resolution.
- (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.

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

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

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

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

ARTICLE IV CONSTRUCTION OF THE PROJECT

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

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

Section 4.02. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.
- (c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

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

Section 4.04. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:
 - (1) property address,
 - (2) property type (residential, school, daycare, commercial, other),
 - (3) original Service Line material,
 - (4) new Service Line material; and
 - (5) Service Line ownership (public, private, both).
- (c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

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

- (1) complete and deliver to DNR the documentation described in Section 4.04(b) above;
- (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and
- (3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

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."

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)), as applicable, 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. Detail regarding applicability is provided in the Project Manager Summary (Exhibit F).

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

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

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project

is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

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

Section 5.24. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

Section 5.25. 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 hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF CEDARBURG
W63 N645 WASHINGTON AVENUE
PO BOX 49
CEDARBURG WI 53012-0049

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

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

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

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

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

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

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

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

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

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

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

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the

basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

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

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

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF CEDARBURG

By: _____
Patricia J. Thome
Mayor

Attest: _____
Tracie Sette
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF CEDARBURG
SDWLP Project No. 5628-99

	Total Project Costs	Ineligible Costs Paid by Municipality	Ineligible Costs Paid by SDWLP 5628-02	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	8,200.00	0.00	8,200.00	0.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	35,000.00	0.00	35,000.00	0.00
Construction/Equipment	2,888,712.25	2,528,869.00	186,831.25	173,012.00
Contingency	433,306.75	0.00	20,000.75	413,306.00
Miscellaneous Costs	0.00	0.00	0.00	0.00
SDWLP Closing Costs	.00	0.00	0.00	.00
TOTAL	\$3,365,219.00	\$2,528,869.00	\$250,032.00	\$586,318.00

Cedarburg, City, Wisconsin**Exhibit B**

Project #5628-99 Safe Drinking Water LSL Loan Program

Loan Closing Date:

September 11, 2024

Payment Date	Principal Payment	Interest Rate	Interest	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-25	28,625.73	0.250%	936.48	29,562.21	29,562.21	0.00
1-Nov-25	0.00	0.250%	697.12	697.12	0.00	30,259.33
1-May-26	28,697.30	0.250%	697.12	29,394.42	30,091.54	0.00
1-Nov-26	0.00	0.250%	661.24	661.24	0.00	30,055.66
1-May-27	28,769.04	0.250%	661.24	29,430.28	30,091.52	0.00
1-Nov-27	0.00	0.250%	625.28	625.28	0.00	30,055.56
1-May-28	28,840.96	0.250%	625.28	29,466.24	30,091.52	0.00
1-Nov-28	0.00	0.250%	589.23	589.23	0.00	30,055.47
1-May-29	28,913.06	0.250%	589.23	29,502.29	30,091.52	0.00
1-Nov-29	0.00	0.250%	553.09	553.09	0.00	30,055.38
1-May-30	28,985.35	0.250%	553.09	29,538.44	30,091.53	0.00
1-Nov-30	0.00	0.250%	516.86	516.86	0.00	30,055.30
1-May-31	29,057.81	0.250%	516.86	29,574.67	30,091.53	0.00
1-Nov-31	0.00	0.250%	480.54	480.54	0.00	30,055.21
1-May-32	29,130.45	0.250%	480.54	29,610.99	30,091.53	0.00
1-Nov-32	0.00	0.250%	444.12	444.12	0.00	30,055.11
1-May-33	29,203.28	0.250%	444.12	29,647.40	30,091.52	0.00
1-Nov-33	0.00	0.250%	407.62	407.62	0.00	30,055.02
1-May-34	29,276.29	0.250%	407.62	29,683.91	30,091.53	0.00
1-Nov-34	0.00	0.250%	371.02	371.02	0.00	30,054.93
1-May-35	29,349.48	0.250%	371.02	29,720.50	30,091.52	0.00
1-Nov-35	0.00	0.250%	334.34	334.34	0.00	30,054.84
1-May-36	29,422.85	0.250%	334.34	29,757.19	30,091.53	0.00
1-Nov-36	0.00	0.250%	297.56	297.56	0.00	30,054.75
1-May-37	29,496.41	0.250%	297.56	29,793.97	30,091.53	0.00
1-Nov-37	0.00	0.250%	260.69	260.69	0.00	30,054.66
1-May-38	29,570.15	0.250%	260.69	29,830.84	30,091.53	0.00
1-Nov-38	0.00	0.250%	223.72	223.72	0.00	30,054.56
1-May-39	29,644.08	0.250%	223.72	29,867.80	30,091.52	0.00
1-Nov-39	0.00	0.250%	186.67	186.67	0.00	30,054.47
1-May-40	29,718.19	0.250%	186.67	29,904.86	30,091.53	0.00
1-Nov-40	0.00	0.250%	149.52	149.52	0.00	30,054.38
1-May-41	29,792.48	0.250%	149.52	29,942.00	30,091.52	0.00
1-Nov-41	0.00	0.250%	112.28	112.28	0.00	30,054.28
1-May-42	29,866.97	0.250%	112.28	29,979.25	30,091.53	0.00
1-Nov-42	0.00	0.250%	74.95	74.95	0.00	30,054.20
1-May-43	29,941.63	0.250%	74.95	30,016.58	30,091.53	0.00
1-Nov-43	0.00	0.250%	37.52	37.52	0.00	30,054.10
1-May-44	30,016.49	0.250%	37.52	30,054.01	30,091.53	30,054.01

Totals	586,318.00		14,983.22	601,301.22	601,301.22	601,301.22
--------	------------	--	-----------	------------	------------	------------

Net Interest Rate	0.2500%
Bond Years	5,993.2880
Average Life	10.2219

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

12-Aug-24 Wisconsin Department of Administration

Loan Payment Schedule Comments

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

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

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

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

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

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

May 1: principal and interest payments due
November 1: interest payments due

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

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Cedarburg (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5628-99 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act, as applicable.

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. 5628-99 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 Department 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
5628-99

Project Description
BIL SFY24 LSL PROGRAM PRIVATE SIDE REPLACEMENTS

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No ☒				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	X MBE ☐ WBE ☐ Other	Non-construction	10,000	9,950	WisDOT
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ 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. 5628-99

1. **Project Description:** Project Description: This Project is for private Lead Service Line (LSL) replacements in the City of Cedarburg. A municipal contract with Dorner, Inc. to complete full roadway, sanitary sewer, storm sewer, watermain, and both private and public LSL replacements. The contract, including the approved change order, will replace approximately 110 private LSLs.

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

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

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

2. **Ineligible Costs:** Engineering costs, in the amount of \$43,200, provided by R.A. Smith, Inc. for public side LSL replacement, and construction costs provided by Dorner, Inc., in the amount of \$2,735,701, for sanitary sewer, storm sewer, watermain replacement, and public side LSL replacement have been deemed ineligible for this Project.
3. **Other Funding Sources:** The following other funding sources that contribute to this project are SDWLP 5628-02 for \$250,302 and internal funds of the Municipality for sanitary sewer, storm sewer and watermain costs totaling \$2,528,869.
4. **Contingency Allowance:** The contingency allowance of \$413,306 is five percent of the amount of uncompleted construction work adjusted for DNR reviewed change orders. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.

Base contingency	\$9,397
(Uncompleted construction work x 5%)	

Dorner Inc.	CO #1	\$403,909
-------------	-------	-----------

Total Contingency Allowance	\$413,306
-----------------------------	-----------

5. **DBE Good Faith Effort:** The Municipality and prime contractor Dorner, Inc., made good faith efforts to utilize DBEs in the Project through advertisement and direct contacts to DBEs.

6. 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.
7. 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.
8. Environmental Review: An environmental assessment was completed for the Project area and resulted in a Categorical Exclusion. Standard requirements and recommendations for erosion control and invasive species guidance were included in the approval. The Project also received archaeological/historical clearance as no issues were identified.
9. 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 \$750,000 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.
10. 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.
 - o Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - o Provide information about the health effects of lead.
 - o Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

CITY OF CEDARBURG

MEETING DATE: August 26th, 2024

ITEM NO: 8.D.

TITLE: Discussion and possible action on a request to increase the sewer rates for 2025.

ISSUE SUMMARY: As the Common Council is aware, the Water Recycling Center is in need of renovations to continuously provide quality service to the citizens of Cedarburg. Although no decision has been made whether to renovate the existing plant or to build a new water recycling facility, staff has been asked to plan for engineering work to begin in 2026. Staff has received a budgeting price for engineering on a new plant of approximately \$8,000,000 and \$5,300,000 for renovation. In order to pay for up to \$8,000,000 of engineering work in 2026 the rate for sewer usage in 2025 would need to increase to \$15 per 1,000 gallons and the monthly fixed rate would need to increase to \$16.40 per connection. The current rate is \$10.00 per 1,000 gallons, and the current monthly fixed rate is \$15 per connection. For the average user (4200 gals. a month), the cost will go from \$1.85/day (or \$55.50 per month) to \$2.58/day or roughly \$77.38 month which is a \$265.03 per year increase.

STAFF RECOMMENDATION: Approve the proposed increase in sewer rates for 2025.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: Public Works/Sewerage Commission on August 8, 2024, recommended to raise the rates to a fixed rate of \$16.40 a month, and \$15.00/1000 for sewer usage.

BUDGETARY IMPACT: Increase revenue for Water Recycling Center

ATTACHMENTS: Public Works & Sewerage August 8, 2024 minutes excerpt

INITIATED/REQUESTED BY: Dennis Grulkowski, CWRC Superintendent

FOR MORE INFORMATION, CONTACT: Dennis Grulkowski, 262-375-7900.

PW&S minutes excerpt

CONSIDER INCREASING THE SEWER USE CHARGE TO \$15.00 PER 1,000 GALLONS AND THE MONTHLY SEWER CONNECTION FEE TO \$16.40 PER MONTH; AND ACTION.

Superintendent Grulkowski reiterated to the PW&S Commission the Water Recycling Center is in dire need of renovations. Although no decision has been made whether to renovate the existing plant or to build a new water recycling facility; staff has been asked to plan for engineering work to begin in 2026. Staff has received a budgeting price for engineering on a new plant of approximately \$8,000,000 and \$5,300,000 for renovation. In order to pay for up to \$8,000,000 of engineering work in 2026, the Sewer Use Charge would need to be increased to \$15.00 per 1,000 gallons and the Monthly Sewer Connection Fee increased to \$16.40 per month per connection. This is an increase of \$22 per month and \$265.03 per year.

A motion was made by Commissioner Wagner and seconded by Commissioner Dries to the rate increase of \$15 per 1,000 and \$16.40 for the connection fee per month and recommend to the Common Council that the increase becomes effective January 1, 2025. The motion carried unanimously with Commissioner Hester, Commissioner Schumacher, Council member Bob Simpson, and Superintendent Joel Bublitz excused.

CITY OF CEDARBURG

MEETING DATE: August 26, 2024

ITEM NO: 8.E.

TITLE: Discussion and possible action on Festivals request for overnight street closure during festivals.

ISSUE SUMMARY:

Due to the high influx of traffic during loading in on Saturday mornings, Festivals is looking at new ways to safely set up all the vendors for the festivals. They are requesting to have both Turner and Mill Street vendors load in and set up on Friday nights of the festivals instead of Saturday mornings. This would lessen the traffic by about 1/3 the following morning.

This would require that Mill Street and Turner Street remain shut overnight like they are on Saturday evenings, with room for emergency vehicles to still utilize the middle of the road to get through if needed with wooden barricades blocking access to regular traffic. This request would close the roads to regular traffic at 6pm on Friday evenings of Festival weekends.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: Festivals letter and maps

INITIATED/REQUESTED BY: Patrick Curran, Festivals Executive Director

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator



August 21, 2024

Dear Common Council Members,

As many of you are aware, the Festivals have continued to grow not only in attendees but also in vendors. We currently have 300+ vendors (400-500 cars) trying to load-in to the Festival footprint on Saturday morning. As organizers, we have witnessed safety and logistical issues due to this increase in traffic, and we are constantly looking to make set up for all our vendors a safer experience. Festivals of Cedarburg is kindly asking for the ability to have Turner Street and Mill Street vendors load in and set up on Friday night September 20th after 6pm instead of Saturday morning September 21 starting at 7am. This would lessen traffic entering the footprint by about 1/3 on Saturday morning.

The above roads would remain closed overnight Friday like they currently are on Saturday evening, with room for emergency vehicles to still utilize the middle of the road to get through if needed, and with wooden barricades blocking access to regular traffic. This current procedure regarding Saturday evening was in place before I became Executive Director. It would be wonderful if we could close the roads to regular traffic at 6pm on Friday evening of both Wine & Harvest and Strawberry Festival moving forward.

I have attached our vendor maps for both Mill Street and Turner Street respectively for Wine & Harvest Festival this year. Layouts on our side streets are the same for both Strawberry and Wine & Harvest Festivals. On Turner Street, booths T2 and the FOC booth would not be set up on Friday evening.

The ability for the Cedarburg Police and Fire Department to effectively do their jobs is something I do not want to hinder, but this would drastically help with traffic and load in for Wine & Harvest and Strawberry Festival and make the mornings safer. I have reached out to businesses within the closure area (Brunch, Fiddleheads, Rachel's Roses, US Bank, Bank First) and all are aware and okay with this proposal. Also, most above businesses are already closed after 6pm anyways.

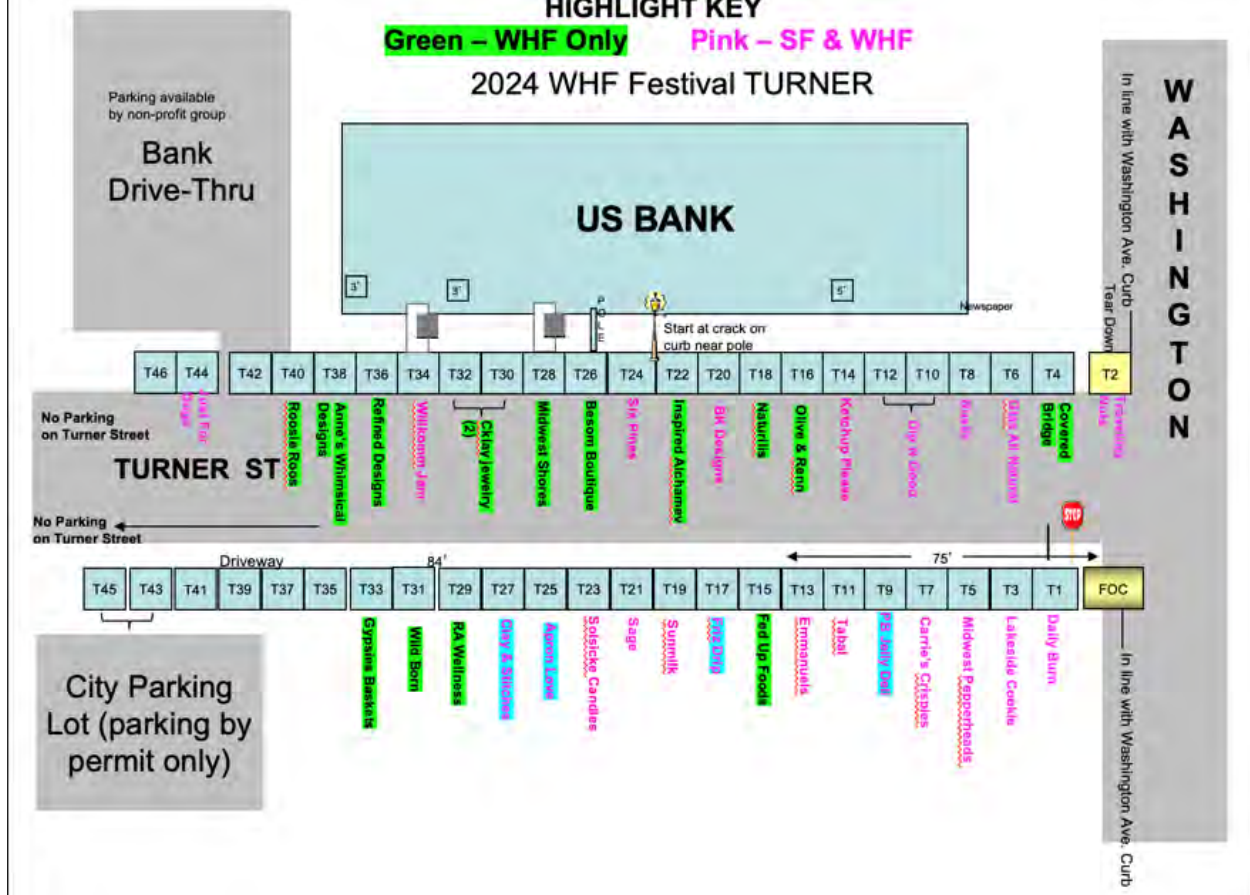
Let me know if there are any other questions that I can answer if needed. I am here to help. Thank you for all you do.

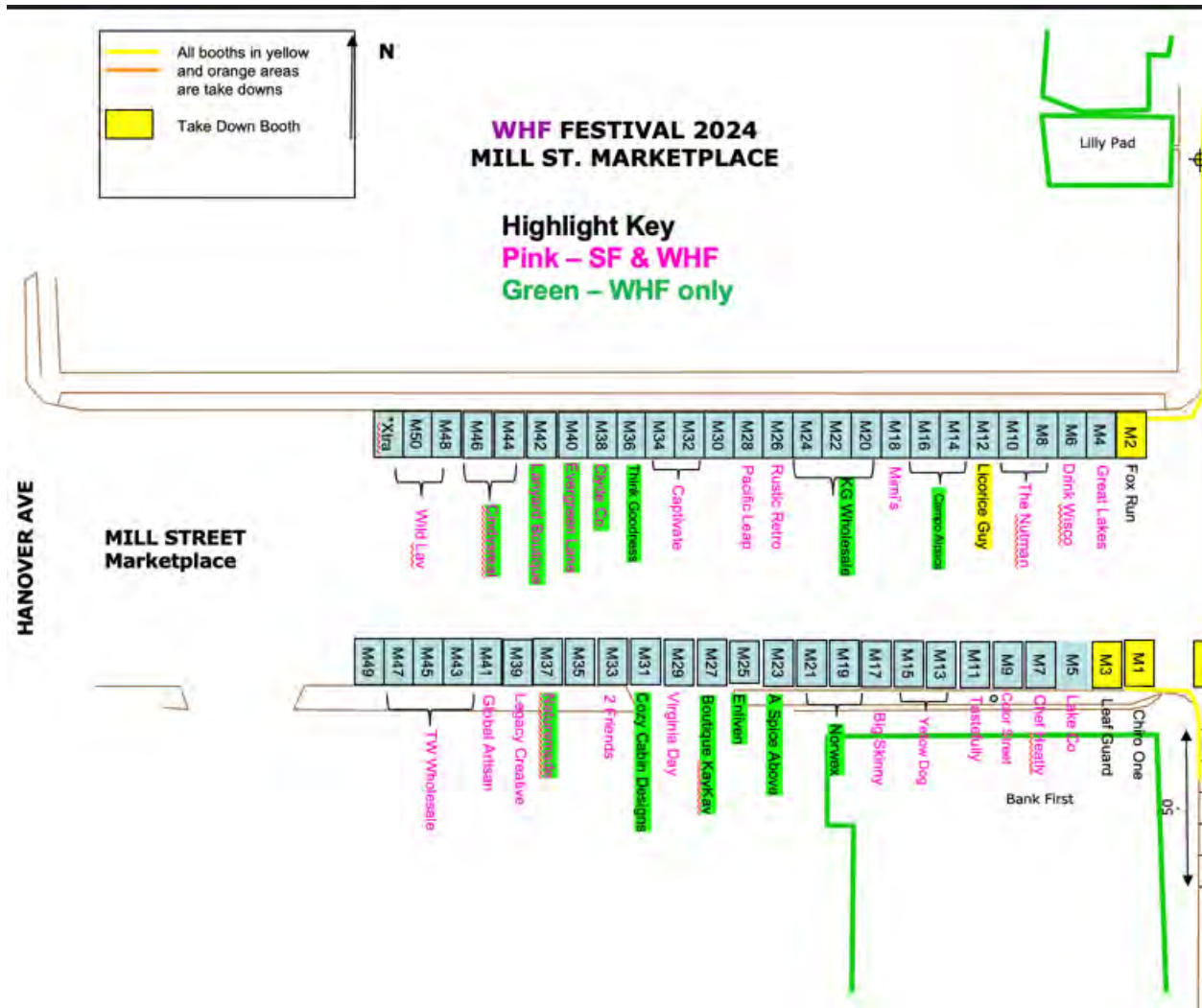
Sincerely,

Patrick Curran
Executive Director
Festivals of Cedarburg Inc.

Green – WHF Only **Pink – SF & WHF**

2024 WHF Festival TURNER





CITY OF CEDARBURG

MEETING DATE: August 26, 2024

ITEM NO: 8.F.

TITLE: Discussion and possible action on Lincoln Building room leases for 2025.

ISSUE SUMMARY: The Lincoln Building 2nd floor rooms are rented by A-Plus Driving School, Festivals, North Shore United Soccer Club (NSU), MERCS Baseball Club, and the Cultural Center.

A-Plus Driving School has been a tenant since the school district stopped offering drivers education classes in the late 90's. The city, at the time, made a decision to provide space for drivers education classes within the Lincoln Building so that local youth would continue to be provided this service. Since then, the company has gone through two ownership changes and operates as a for-profit entity. They currently pay \$795/month for rent. Average rent in Cedarburg is \$1.00/square foot/month. The current space they utilize is 871 square feet which would amount to a monthly rent of \$871/month. Because this is a private entity, the concern city staff has, is whether the city should be renting space for private businesses or instead allow the space to be utilized by the current non-profits that are in the building. There have been some issues with the room they rent being utilized for other than a driving school classroom on occasions and other issues that city staff feel would warrant the city to not continue allowing the use of the facilities as a driving school.

North Shore United (NSU) currently rents a small office space, storage room, and shares a room with the Cedarburg MERCS program. The annual rent they pay is \$820. Staff recommends increasing the rent to \$1200 annually. The club has expressed interest in renting out the space that is currently utilized by A-Plus Driving School. If they were to rent this additional space we would recommend the rent to be at \$2400 per year.

MERCS Baseball shares a room with NSU and utilizes a small storage area. They currently pay \$620 annually for the space. To be consistent with NSU staff recommends increasing the rent to \$1200 per year for the use of these spaces.

Festivals rent a similar size room that is shared by NSU/MERCS and the room that is utilized by A-Plus Driving School. They currently pay \$1,020 annually. Staff recommends increasing the rent to \$2400 per year.

Cultural Center has an agreement with the city for use of a room that is set up as an old classroom that existed in the building. It is used to showcase the history of Cedarburg schools. They do not pay rent for the room but have an agreement that the City receives \$800 worth of free use of the Founder's meeting room at the Cultural Center annually. Staff does not recommend any changes.

STAFF RECOMMENDATION: See above

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: \$9,540 loss of rental revenue from A-Plus if the lease was not renewed.
\$4,740 increased revenue if proposed increases are approved
\$4,800 total loss in rental revenue annually

ATTACHMENTS: None

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

CITY OF CEDARBURG

MEETING DATE: August 26, 2024

ITEM NO: 8.G.

TITLE: Discussion and possible action on approving Rambolls proposal for additional N716 Site Investigation Activities for the former Prochnow Landfill site.

ISSUE SUMMARY:

The City continues to work with the Town of Cedarburg and Mercury Marine on the future cleanup of the Prochnow Landfill site. Ramboll has been our environmental consultant on the site and continues to submit information to the DNR on behalf of the group. Since the last approved proposal for remedial action options report work to the DNR on June 1, 2023 the DNR has requested additional work to be done. Ramboll has provided a proposal to complete the work and has also requested an extension of the submittal of the Site Investigation Work Plan (SIWP) until September 10, 2024 so that both the City and the Town can approve the funding for the work to be done.

STAFF RECOMMENDATION: Staff recommends approving hiring Ramboll to do the work as stated in their proposal.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: \$24,142.35 (29.55% of the total contract per agreement with Town and Mercury Marine)

ATTACHMENTS: Ramboll Proposal

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

Mr. Craig Dousharm
Mercury Marine
P.O. Box 1939
Fond du Lac, WI 54936

Mr. Mikko Hilvo
City of Cedarburg Administrator
W63 N645 Washington Avenue
Cedarburg, WI 53012

Mr. Eric Ryer
Town of Cedarburg Administrator
1293 Washington Avenue
Cedarburg, WI 53012

**PROPOSAL FOR ADDITIONAL NR 716 SITE INVESTIGATION ACTIVITIES,
FORMER PROCHNOW LANDFILL, CEDARBURG, WISCONSIN**

Dear Messrs. Dousharm, Hilvo, and Ryer:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present this proposal to the Prochnow Group to implement additional Wisconsin Administrative Code (WAC) Ch. NR 716 Site Investigation activities in response to the Wisconsin Department of Natural Resources (WDNR) letter dated June 20, 2024, requesting additional soil and groundwater sampling to determine the extent of polychlorinated biphenyl (PCB) impacts at the site. This proposal also includes supplemental activities to address data gaps in the investigations that were recently performed at the site and noted by the WDNR in their letter. The WDNR recommended that the Prochnow Group sample for monitored natural attenuation (MNA) parameters to help evaluate the fate of the contaminants in groundwater and justify the selection of MNA as a remedy for the site. The activities addressed by this proposal include the preparation of a workplan, additional investigation/delineation of impacts in soil and groundwater, and additional MNA sampling at the site.

The following sections present the scope of services, estimated cost, and schedule to conduct these investigation activities.

SCOPE OF SERVICES

Task 1: Workplan Preparation

At the request of the WDNR a workplan will be prepared describing the soil and groundwater sampling work proposed below, along with sampling methodologies. In addition, the work plan will also include an emerging contaminants statement as requested by the DNR in their June 20, 2024 letter. This task includes draft workplan preparation, client review updates and finalization, and submittal of the workplan to the WDNR. The work plan will be submitted with the required WDNR review fee.

Task 2: Delineation of Soil Impacts

Step-out soil sampling will be conducted for lateral and vertical delineation of known PCB- and Dioxin/Furan-impacted areas. The existing PCB and Dioxin/Furan soil data is presented on Figures 1 through 3. The proposed soil sampling locations are shown on Figure 4 and listed on Table 1. Soil sampling and analysis for PCBs will be conducted at seventeen locations within the Unauthorized Fill Areas, and two locations north of the authorized fill area. Soil sampling and analysis for

August 13, 2024

Ramboll
234 West Florida Street
Fifth Floor
Milwaukee, WI 53204
USA

T +1 414 837 3607
F +1 414 837 3608
www.ramboll.com

Ref. P3861M-24158

Dioxin/Furans will be conducted at ten locations within the Unauthorized Fill Areas, and four locations north and east of the authorized fill area. In addition to PCB and Dioxin/Furan analysis, samples collected from location B-11 will also be analyzed for Volatile Organic Compounds (VOC), Semi-Volatile Organic Compounds (SVOC), and Resource Conservation and Recovery Act (RCRA) Metals to collect additional data for the delineation of the western portion of the Unauthorized Fill Area. All samples will be collected at each location using either a track mounted Geoprobe® or a hand auger by Gestra Engineering, Inc., under the supervision of Ramboll.¹

Prior to field work, Ramboll or our subcontractors will contact Digger's Hotline to identify public utilities in the area of the investigation. Additionally, Ramboll will retain a private utility locator to verify the locations of the intrusive field activities are clear of subsurface utilities.

For all locations, samples will be collected from depths of 1 to 2 feet below the existing soil cover (estimated to be 12 inches thick) to evaluate the direct contact zone. Additionally, at some of the Unauthorized Fill Area borings an additional sample will be retained from directly above the depth that groundwater is encountered (estimated at 8 feet below ground surface [bgs], with a likely sample depth estimated at 6 to 7 feet bgs but may be shallower in some areas).² Therefore, a total of 27 soil samples will be collected from these borings for the chemical analysis listed in Table 1.

The sampled soil will be described in the field by a Ramboll geologist with respect to the soil type, grain size distribution, color (or discoloration), odor, and moisture content and will be recorded on soil boring logs (WDNR Form 4400-122). For budgeting purposes, it is assumed that the 23 borings will be sampled to a maximum depth of 10 feet bgs and that the Geoprobe® and hand auger work can be completed in no more than three field days.

Several of the soil borings will be in areas with dense vegetation that will need to be cleared so the Geoprobe sampling equipment can access the locations. Therefore, prior to performing the site investigation activities, it is assumed that the vegetation will be cleared with assistance from the City or Town of Cedarburg. At the start of these activities a Ramboll representative will meet with the City or Town of Cedarburg public works personnel to identify the areas requiring vegetation removal and to stake the boring locations using a Trimble 700 Differential Global Positioning Satellite (GPS) locator, or equivalent.

The investigative soil samples, including all necessary quality assurance/quality control (QA/QC) samples and chain-of-custody documentation will be sent to a Wisconsin-certified laboratory (Pace Analytical Services, Inc. [Pace]) via commercial courier for analysis of PCBs (United States Environmental Protection Agency [USEPA] Method 8082), Dioxin/Furan (USEPA Method 8290), VOCs (USEPA Method 8260), SVOCs (USEPA Method 8270), and/or RCRA metals (USEPA Methods 6010 and 7471) as specified in Table 1. All samples will be submitted requesting a standard 10-day turnaround time (TAT).

It is estimated that approximately 3 drums of solid waste will be generated from the borings. Characterization and disposal of the investigation derived waste (IDW) is discussed in Task 5.

Task 3: PCB and VOC Groundwater Sampling

Groundwater sampling will be conducted for PCBs at 8 existing shallow wells including 4 wells installed by the WDNR in November 2022. DNAPL has been observed and PCBs have been detected in groundwater at SR-TW-7 at a concentration of 89 ug/L above the NR 140 Enforcement Standard of 0.3 ug/L. The other wells

¹ Samples collected from the Authorized fill area will be collected using a hand auger as sampling will be limited to 4 feet bgs.

² Including locations B-11, B-12, B-13, B-14, and B-15.

recommended for PCB sampling (SR-TW-1, SR-TW-2, SR-TW-3, and MW-4S, MW-15S, MW-16S, and MW-17S) are located where PCBs have historically been detected in groundwater and/or are in the vicinity of where PCBs have been detected in soil. Additionally, VOC groundwater sampling will be conducted at wells (SR-TW-7, MW-15S, MW-16S, and MW-17S) to further evaluate the elevated concentration of vinyl chloride (120 micrograms per liter [$\mu\text{g/L}$]) detected at WDNR temporary well SR-TW-7 in November 2022. The wells selected for sampling are shown on Figure 5.

Ramboll proposes to conduct the groundwater sampling in conjunction with the next quarterly sampling event. Prior to the groundwater sampling activities, groundwater elevations will be measured at all site monitoring wells. The groundwater samples will be collected using low-flow sampling techniques, consistent with previously used methods. The groundwater samples collected will be placed in appropriately preserved, laboratory-supplied containers, which will be sealed, labeled, and placed on ice pending delivery under chain-of-custody procedures to the analytical laboratory for analysis.

PCB and VOC groundwater analysis will be conducted using USEPA Methods 8260 and 524.2, respectively. One QA/QC duplicate groundwater sample will be collected and submitted to the laboratory for analysis along with the investigative samples. The duplicate sample will be analyzed for the same analytes as the investigative samples. A trip blank will be collected and submitted for analysis of VOC using Method 524.2. All VOC and PCB laboratory analyses will be conducted by PACE and Eurofins using a standard TAT.³

Task 4: MNA Groundwater Sampling

In their June 20, 2024 letter, the WDNR recommended that groundwater MNA parameters be included with the quarterly sampling events to help evaluate the fate of contaminants in groundwater and to justify MNA as a viable remedy for the groundwater operable unit. Therefore, this task includes collecting groundwater samples for MNA parameters at 10 locations during the planned 4th and 7th quarterly sampling events (see Table 1). The MNA analysis will include sulfate (Method 300), ethene/ethane/methane (Method 8015), total and dissolved iron (Method 6010B/200.7), manganese $\text{Mn}^{2+}/\text{Mn}^{4+}$ (using IC-ICP-MS), nitrate+nitrite (Method 353.2), and ammonia-nitrogen (Method 350.1). The laboratory analysis will be conducted by Pace and by Brooks Applied Labs (Seattle, WA). A standard TAT will be requested for all MNA parameter analysis.⁴

Ramboll believes this data will satisfy the WDNR request and will help provide an additional line of evidence to evaluate the extent to which MNA is occurring in site groundwater.

Task 5: IDW Characterization and Disposal

It is assumed that 3 drums of nonhazardous soil cuttings and 2 drums of nonhazardous purged groundwater will be generated during the sampling work. A representative sample of the IDW soil will be collected and submitted to the analytical laboratory for waste characterization analysis. Upon receipt of that data the wastes will be profiled with appropriate disposal facilities and transported offsite for disposal.

Task 6: Data Validation, Evaluation & DNR Reporting

Ramboll will provide all sampling results to the WDNR within 10 days following receipt of the laboratory analytical reports as specified in WAC NR 716.14. The new data will be validated, tabulated, and compared to NR 720 Residual Contaminant Level (RCL) for Non-Industrial Direct Contact, Indirect Contact, and the Groundwater Pathway for soil, or NR 140 Enforcement Standards and Preventive Action Limits for

³ For VOC and PCB analysis the standard TAT is 10 days.

⁴ For all MNA parameter analysis except for $\text{Mn}^{2+}/\text{Mn}^{4+}$ the standard TAT is 10 days. The standard TAT for the $\text{Mn}^{2+}/\text{Mn}^{4+}$ analysis is 20 days.

groundwater. Results will be evaluated and incorporated into the Site Investigation Report/Remedial Action Options that will be prepared for the site.⁵

ESTIMATED COST

The scope of services described herein will be completed on a time and materials basis in accordance with the previously agreed upon terms and conditions. The estimated cost to complete the scope of services specified herein is estimated to be \$81,700. The total estimated cost to complete the scope of services by task is presented below.

Task	Description	Labor Costs	Subcontractor, Equipment, Expenses, and Agency Fees	Estimated Costs
Task 1	Work Plan Preparation	\$4,650	\$1,050	\$5,700
Task 2	Delineation of Soil Impacts	\$9,400	\$26,100	\$35,500
Task 3	PCB and VOC Groundwater Sampling	\$5,900	\$2,200	\$8,100
Task 4	MNA Groundwater Sampling	\$1,500	\$17,400	\$18,900
Task 5	IDW Characterization and Disposal	\$1,300	\$3,000	\$4,300
Task 6	Data Validation, Evaluation & WDNR Reporting	\$9,200	\$0	\$9,200
Total Estimated Costs		\$33,000	\$48,700	\$81,700

Ramboll will initiate the project activities upon your authorization to proceed. The project costs that are incurred will be invoiced on a monthly basis and will be allocated in accordance with the existing cost sharing agreement between Mercury Marine (49.99%), City of Cedarburg (29.55%), and the Town of Cedarburg (20.46%).

PROPOSED SCHEDULE

Ramboll will initiate preparation of the SI Work Plan following authorization of this proposal with estimated final submittal by August 20, 2024, to comply with the deadline specified in the WDNR letter. If possible, Ramboll requests your approval of the scope of work on or before August 15th, in order to allow us adequate time to prepare the document. Should the Prochnow Group require additional time, Ramboll can contact the WDNR to see if they are amenable to an extension request.

Ramboll will schedule and begin planning for the field sampling activities upon receipt of WDNR's approval of the SI Work Plan, which is estimated to be approximately 60 days following work plan submittal. We estimate the boring clearance/soil sampling activities will take 4 days to complete. PCB and VOC groundwater sampling will be scheduled to occur during the next regularly schedule quarterly event depending on receipt of WDNR's approval of the SI Work Plan, and the MNA Sampling will be conducted with the fourth quarterly sampling event and the 7th quarterly sampling event. The analytical results will be available approximately 10 to 20 business days after laboratory receipt of the samples. Following receipt and

⁵ Only the incremental cost to include this new data into the already planned SI/ROA is included in this proposal.

evaluation of the soil and groundwater sample results, Ramboll will prepare the necessary results notifications to the Prochnow Group and subsequent submittal to the WDNR.

CONDITIONS OF SERVICE AND BASIS FOR ESTIMATED COST AND SCHEDULE

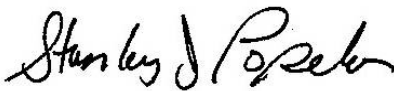
The following conditions serve as the basis for the estimated costs and schedule contained herein:

- A. Ramboll's services will be rendered by following generally accepted professional standards but shall not be construed as a guarantee or warranty as to the potential liability or impacts of potential risks at the project site.
- B. No scheduling, access, or other unforeseen difficulties in obtaining data will be encountered.
- C. Field drilling activities are based on driller availability and scheduling.
- D. The borehole clearance and soil sampling activities can be completed in no more than 4 days during normal business hours.
- E. The PCB and VOC groundwater sampling activities discussed herein can be completed in 2 days during normal business hours and will be conducted along with the previously scheduled quarterly sampling events.
- F. Level D personal protection will be sufficient to complete the scope of work.
- G. Any work additional to the scope of work presented herein, as authorized by the Prochnow Group, including representation at regulatory agency meetings or other meetings, is not included with the proposed costs and will be charged at Ramboll's established rates for this project.
- H. One review cycle is included for the draft documents. Any additional review cycles may result in additional costs.
- I. Standard laboratory turnaround time is acceptable (10 business days or 20 days where specified).
- J. Due to the soil and groundwater characteristics, we have assumed that the waste will be accepted for disposal at a local Subtitle D landfill for disposal. The quantity of waste is also assumed to be three drums of soil and two drums of water will be generated during the SI activities described herein. Should the waste be characterized as hazardous, a TSCA regulated waste, or the quantity of drums varies, then additional costs will be incurred.

CLOSING

Ramboll appreciates the opportunity to provide environmental services to the Prochnow Group. If you find this proposal acceptable, please have a copy of the proposal executed and return it to Ramboll as our authorization to proceed. If you have any questions concerning the information contained herein, please feel free to contact us.

Yours sincerely,



Stan Popelar, PG

Senior Managing Consultant

D +1 312 288 3858

spopelar@ramboll.com



Scott W. Tarmann, PE

Principal

D +1 262 901 0093

starmann@ramboll.com



AUTHORIZATION TO PROCEED

Ramboll Proposal No. P3861M-24158, dated August 13, 2024, for Additional NR 716 Site Investigation, Former Prochnow Landfill, Cedarburg, Wisconsin

Time and Materials Cost Estimate: \$81,700

Prochnow Group Signature Acceptance:

City of Cedarburg

Signature

Printed Name

Title

Date

Mercury Marine

Signature

Printed Name

Title

Date

Town of Cedarburg

Signature

Printed Name

Title

Date

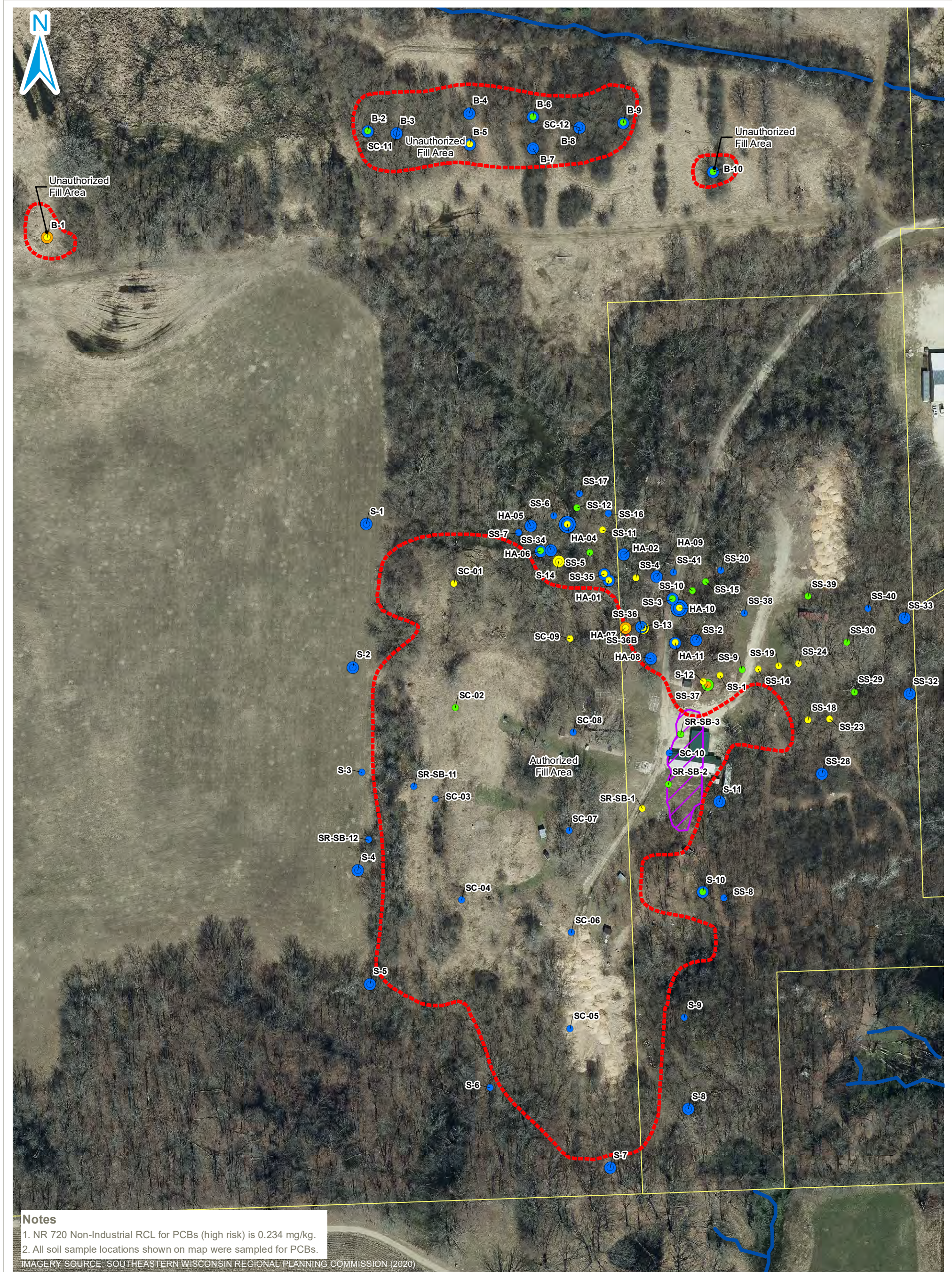
TABLE

**Table 1. Proposed Soil and Groundwater Analytical
Former Prochnow Landfill Site
Town of Cedarburg, WI**

Investigation Area	Location ID	# Samples Per Location	Planned Boring Depth	Planned Sample Depth	Laboratory Analysis						Comments
					VOC (8260 or 524.2)	SVOC (8270)	RCRA Metals (6010/7470 or 7471)	PCB (8082 Or 1688)	Dioxin/Furans (8290)	MNA ¹ Parameters	
Soil											
Unauthorized Fill Area	B-11	2	Water Table (8')	1 to 2 feet below top of landfill cap/waste boundary and at 6 to 7 feet bgs (just above the water table)	2	2	2	2	1		Dioxin sample collected at 1 to 2 feet below top of landfill cap/waste boundary (2 to 4 feet bgs)
Unauthorized Fill Area	B-12	2						2	1		Dioxin sample collected at 1 to 2 feet below top of landfill cap/waste boundary (2 to 4 feet bgs)
Unauthorized Fill Area	B-13	2						2	1		Dioxin sample collected at 1 to 2 feet below top of landfill cap/waste boundary (2 to 4 feet bgs)
Unauthorized Fill Area	B-14	2						2	1		Dioxin sample collected at 1 to 2 feet below top of landfill cap/waste boundary (2 to 4 feet bgs)
Unauthorized Fill Area	B-15	2						2	1		Dioxin sample collected at 1 to 2 feet below top of landfill cap/waste boundary (2 to 4 feet bgs)
Unauthorized Fill Area	B-16	1	1 to 2 feet below top of landfill cap/waste boundary (~4 feet bgs)	1 to 2 feet below top of landfill cap/waste boundary				1			
Unauthorized Fill Area	B-17	1						1			
Unauthorized Fill Area	B-18	1						1			
Unauthorized Fill Area	B-19	1						1	1		
Unauthorized Fill Area	B-20	1						1	1		
Unauthorized Fill Area	B-21	1						1			
Unauthorized Fill Area	B-22	1						1			
Unauthorized Fill Area	B-23	1						1			
Unauthorized Fill Area	B-24	1						1	1		
Unauthorized Fill Area	B-25	1						1	1		
Unauthorized Fill Area	B-26	1						1	1		
Unauthorized Fill Area	B-27	1						1	1		
Authorized Fill Area	SS-42	1	~4 ft bgs	Vadose zone (shallow water table is expected)				1	1		
Authorized Fill Area	SS-43	1						1			
Authorized Fill Area	SS-44	1						1			
Authorized Fill Area	SS-45	1							1		
Authorized Fill Area	SS-46	1							1		
Authorized Fill Area	SS-47	1						1			
QC SAMPLES											
QC Trip Blank			1 per field cooler with VOC samples		1						
Subtotal					3	2	2	24	15	0	
Groundwater											
Authorized Fill Area	SR-TW-1							1			
Authorized Fill Area	SR-TW-2							1			
Authorized Fill Area	SR-TW-3							1			
Authorized Fill Area	SR-TW-7				1			1			
Authorized Fill Area	MW-4S							1			
Authorized Fill Area	MW-15S				1			1		2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Authorized Fill Area	MW-16S				1			1			
Authorized Fill Area	MW-17S				1			1			
Authorized Fill Area	MW-1D									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Authorized Fill Area	MW-1B									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Off-Site	MW-2B									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Authorized Fill Area	MW-4D									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Authorized Fill Area	MW-4B									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Off-site	MW-6B									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Off-site	MW-8BD									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Off-site	MW-9B1									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
Off-site	MW-11B									2	MNA parameters sampled during the 4th and 7th quarterly sampling rounds
QC SAMPLES											
QC Duplicates			1 per 10 per media		1			1			
QC Trip Blank			1 per field cooler with VOC samples		1						
QC Equipment Blank			1 per day		1			1			
Subtotal					7	0	0	10	0	20	

¹ = MNA parameters/ test methods will include sulfate (Method 300), ethene/ethane/methane (Method 8015), total and dissolved iron (Method 6010B/200.7), manganese Mn2+/Mn4+ (Method XXXX), nitrate+nitrite (Method 353.2), and ammonia-nitrogen (Method 350.1).

FIGURES



 CREEK
 PARCEL LINE
 HISTORIC BURN AREA
 LANDFILL WASTE BOUNDARY

TOTAL PCB RESULT

- NON-DETECT - <0.234 mg/kg
- >0.234 - 1 mg/kg
- 1.01 - 9.99 mg/kg
- 10 - 49.9 mg/kg

EXAMPLE SAMPLE LOCATION

 TOP SAMPLE IN LOCATION (DEPTHS DIFFER)
 BOTTOM SAMPLE IN LOCATION (DEPTHS DIFFER)

SOIL TOTAL PCBs RESULTS

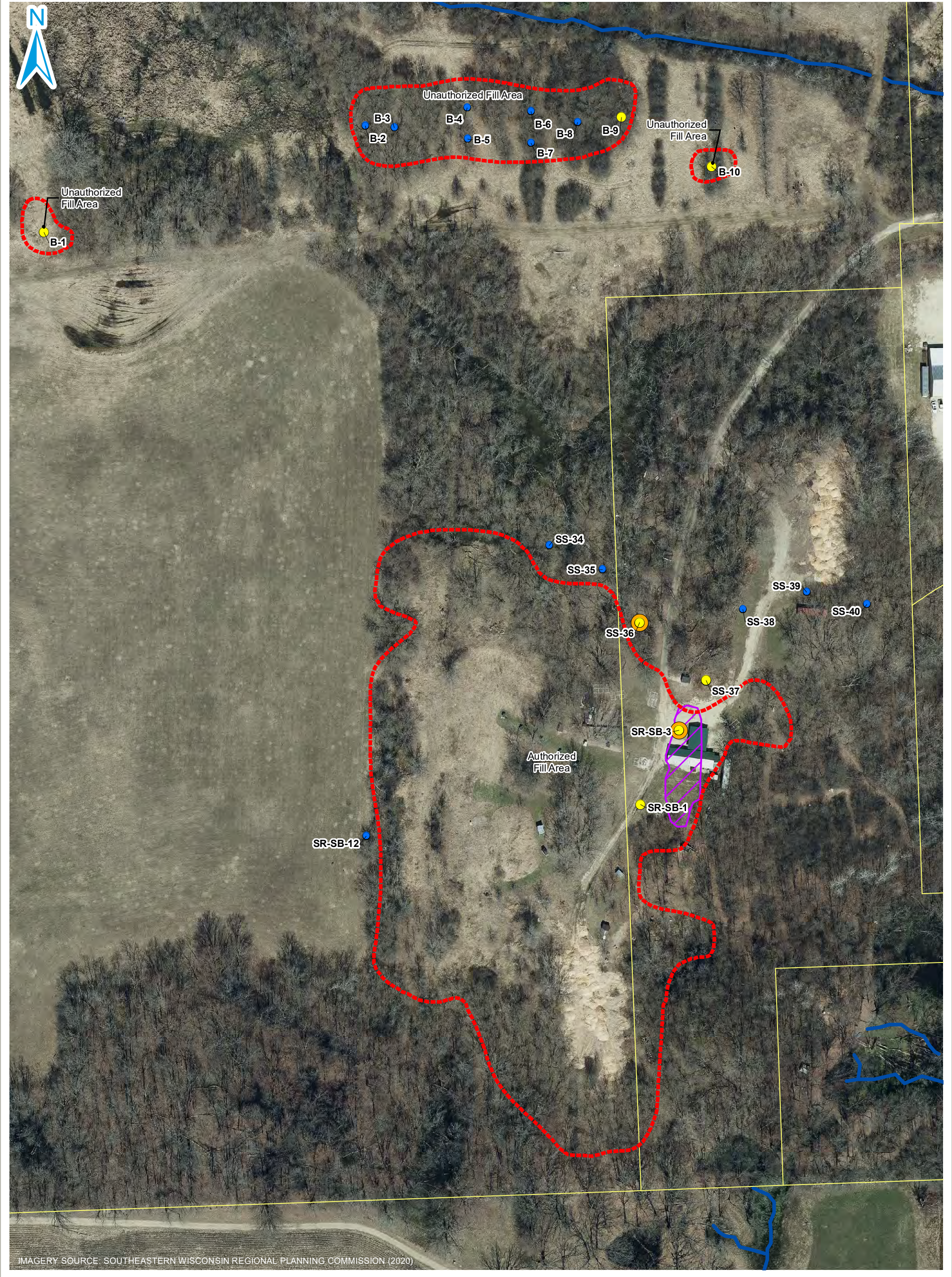
FIGURE 1

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS INC.

Former Prochnow Landfill Site
Town of Cedarburg, WI

0 62.5 125
 Feet

184 of 212



SOIL DIOXIN AND FURAN
RESULTS - 0-4 FT BGS

FIGURE 2

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS INC.

Former Prochnow Landfill Site
Town of Cedarburg, WI



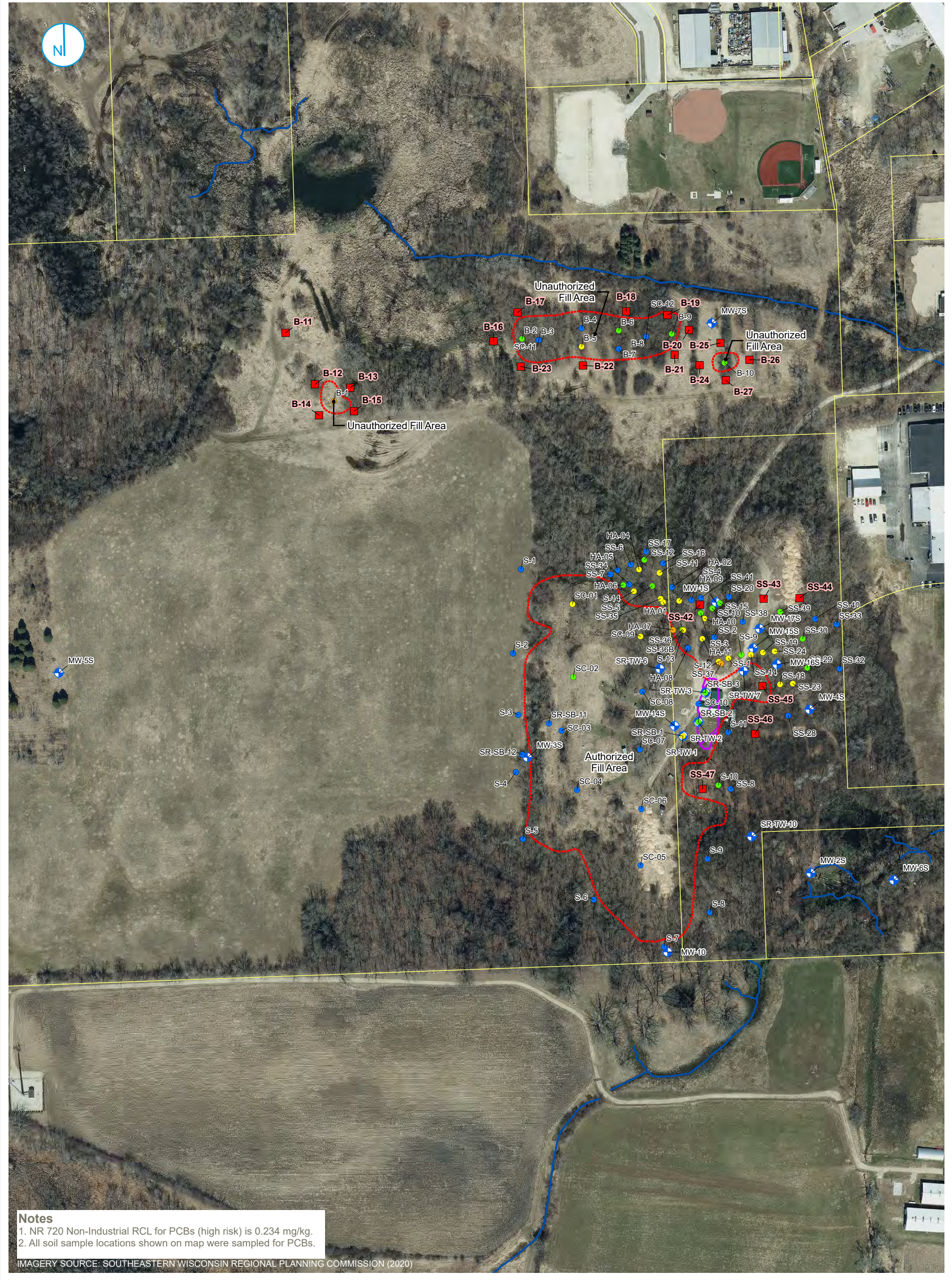


- SOIL TO GROUNDWATER PATHWAYS RCL EXCEEDANCE
- SOIL SAMPLE LOCATION
- CREEK
- PARCEL LINE
- HISTORIC BURN AREA
- LANDFILL WASTE BOUNDARY

SOIL DIOXIN AND FURAN RESULTS -
GREATER THAN 4 FT BGS

FIGURE 3

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS INC.



- PROPOSED SOIL SAMPLE LOCATION

⊕ SHALLOW MONITORING WELL

TOTAL PCB RESULT - MAXIMUM VALUE SHOWN AT SAMPLING LOCATION

● NON-DETECT - <0.234 mg/kg

● >0.234 - 1 mg/kg

● 1.01 - 9.99 mg/kg

● 10 - 49.9 mg/kg
- CREEK

— PARCEL LINE

▭ HISTORIC BURN AREA

▭ LANDFILL WASTE BOUNDARY

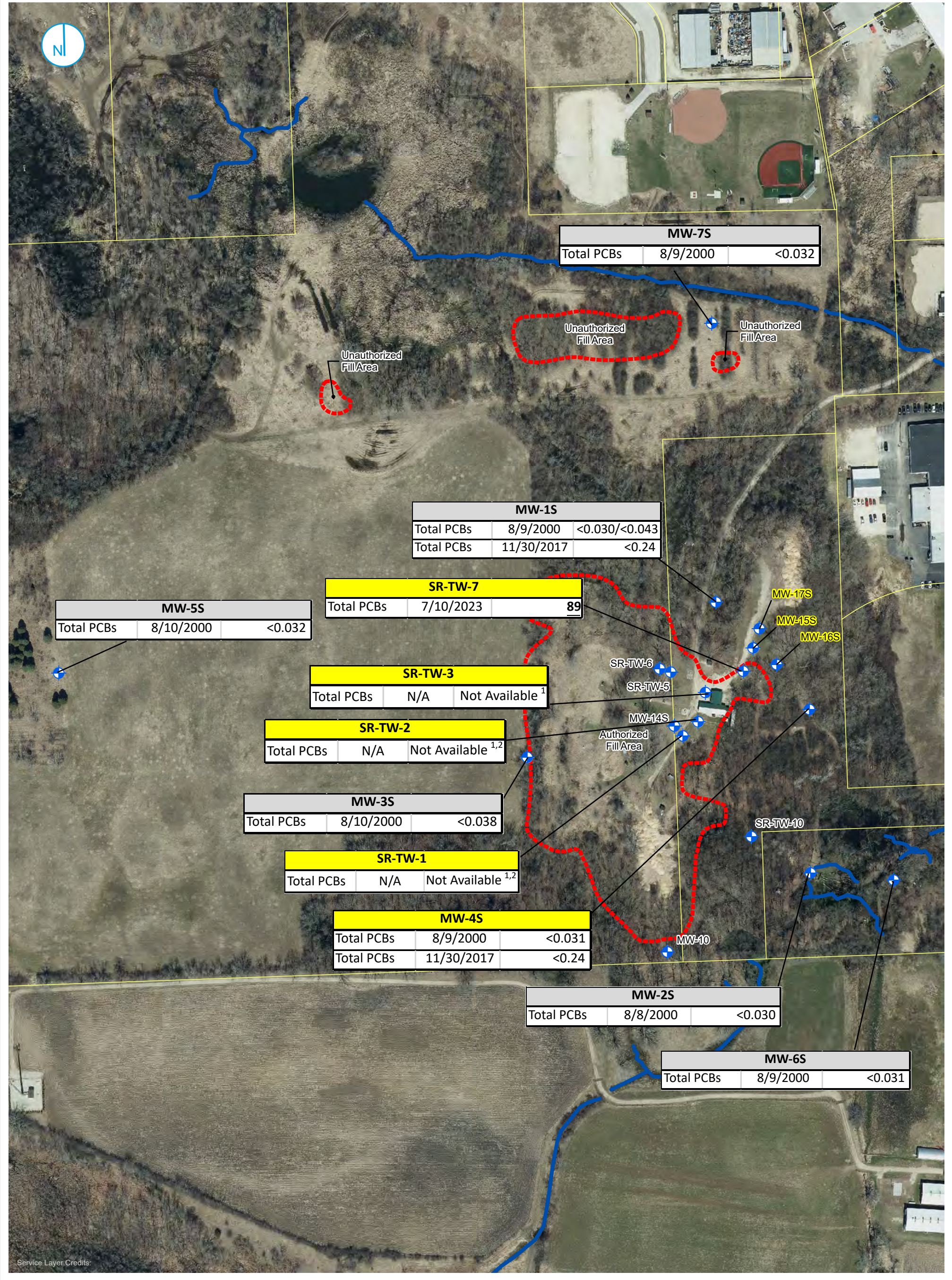
PROPOSED SOIL SAMPLE LOCATIONS

FIGURE 4

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS INC.

Former Prochnow Landfill Site
Town of Cedarburg, WI





- Shallow Monitoring Well
- Landfill Waste Boundary
- Parcel Line
- Creek

Notes
Results are in micrograms per liter (µg/l).
¹ = Total PCB data not available. Individual Arclor data was analyzed for and not detected.
² = Individual Arclor data for SR-TW-1 and SR-TW-2 was rejected from the data validation.
Wells with yellow highlighted labels are proposed to be sampled for PCBs.
Bold value exceeds Enforcement Standard (ES), underlined value exceeds Preventive Action Limit (PAL).

NR 140 GROUNDWATER CRITERIA
EXCEEDANCES MAP – WATER TABLE WELLS
HISTORICAL TOTAL PCB

FIGURE 5

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS INC.

Former Prochnow Landfill Site
Town of Cedarburg, WI



Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☒ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$ 20
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Sierzant LLC

2. Business Trade Name or DBA

Sierzant

3. FEIN

99-3925621

4. Wisconsin Seller's Permit Number

456-1031779969-04

5. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

6. State of Organization

Wisconsin

7. Date of Organization

7-11-24

8. Wisconsin DFI Registration Number

5155306

9. Premises Address

1149 W 5471 Portland Rd

10. City

Cedarburg

11. State

WI

12. Zip Code

53012

13. County

Ozaukee

14. Governing Municipality: ☒ City ☐ Town ☐ Village

of: Cedarburg

15. Aldermanic District

16. Premises Phone

414-213-8407

17. Premises Email

SierzantCedarburg@gmail

18. Website

NA

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Attached

20. Mailing Address (if different from premises address)

1977 Shasta Ave

21. City

Grafton

22. State

WI

23. Zip Code

53024

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☒ Yes ☐ No
If yes, provide the name(s) of the restricted investor and describe the nature of the interest.

Owner Joe Nowak
works for Delicato wines as a Rep

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Dehne	Jacob	Owner	262-893-5421
Nowak	Joseph	Owner	262-527-5561
Dehne	Seth	Owner	414-213-8407

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	First Name	M.I.
Dehne	Seth	A.
Title	Email	Phone
Owner	sethdehne@yahoo.com	414-213-8407
Signature	Date	
	7-16-24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

CPD APPROVED

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	~~Village of Grafton~~
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer \$ _____ ☐ Class "B" Beer \$ _____
- ☒ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☒ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$ 720

pd
8/2/24

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Station Cedarburg LLC			
2. Business Trade Name or DBA Station Cedarburg LLC			
3. FEIN 993965665		4. Wisconsin Seller's Permit Number 456-1031791881-04	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 07/08/2024	
8. Wisconsin DFI Registration Number S155231			
9. Premises Address 174 Washington Ave			
10. City Cedarburg		11. State WI	12. Zip Code 53012
13. County Washington		14. Governing Municipality: ☒ City ☐ Town ☐ Village of: Cedarburg	
15. Aldermanic District			
16. Premises Phone (920) 904-0116		17. Premises Email himmatdhillon100@gmail.com	
18. Website			
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Beer will be kept int he beer cooler at the back of the store. Liquor is stored in an employee only area nd sold from the isle in front of the register, no change			
20. Mailing Address (if different from premises address) P.O. Box 590			
21. City Fond du Lac		22. State WI	23. Zip Code 54936

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol .. ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? .. ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

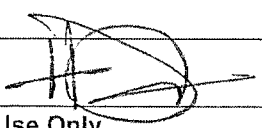
Last Name	First Name	Title	Phone
Dhillon	Himmat	Owner	(608) 332-4476
Benjamin	Brent	Owner	(262) 367-8099

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Dhillon	First Name Himmat	M.I. S
Title Owner	Email himmatdhillon100@gmail.com	Phone (608) 332-4476
Signature 		Date 07/26/20

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



August 26, 2024

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

The Ethics Code will be placed on the next agenda of the Community Development Authority for their review and certification. Copies have also been distributed to all department heads for employee review.

Tracie Sette, City Clerk

**CITY OF CEDARBURG
COMMON COUNCIL
August 12, 2024**

**CC20240812-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, August 12, 2024 at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers and online utilizing the Zoom app.

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

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

Also Present - City Administrator Mikko Hilvo, Deputy City Clerk Jessica Campolo, City Attorney Michael Herbrand, Fire Chief Jeff Vahsholtz, City Engineer Michael Wieser, interested citizens and news media

STATEMENT OF PUBLIC NOTICE

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

COMMENTS AND SUGGESTIONS FROM CITIZENS

None

PRESENTATIONS

CEDARBURG FIRE DEPARTMENT 2023 ANNUAL REPORT

Fire Chief Vahsholtz presented the Cedarburg Fire Department 2023 Annual Report. He highlighted key points, as well as credited Blake Karnitz and Diana Klingler for creating the report. Chief Vahsholtz expressed that it is an honor to be the first full-time Fire Chief in the City of Cedarburg, and he thanked the Common Council for their support.

NEW BUSINESS

DISCUSSION AND POSSIBLE ACTION ON THE TOAD BIKE RACE TO BE HELD WITHIN THE DOWNTOWN BUSINESS DISTRICT IN 2025

This item was previously discussed at the July 8, 2024 Common Council meeting. Todd Bugnacki, organizer for the ToAD Bike Race, reviewed the concerns expressed at the previous meeting. He shared the action items that have since been taken to address those concerns. The Common Council members appreciated the outreach efforts that were made.

Public Comment

Rob White W69 N345 Evergreen Blvd.

Rob is a Cedarburg resident and professional cyclist and shared that the Cedarburg race was favored among the cyclists who participated.

Mike O'Keefe N95 W6502 Fieldcrest St.

Mike was inspired by the elite athleticism of the race.

Kera Karagodsky W55 N737 Cedar Ridge Dr.

Kera thought the race was a great event.

Motion made by Council Member Fitzpatrick, seconded by Council Member Simpson, to approve the ToAD Bike Race for Tuesday June 24, 2025. Motion carried without a negative vote.

PRESENTATION, DISCUSSION AND POSSIBLE ACTION ON FUTURE CREEKWALK PROJECT

City Administrator Hilvo introduced Adam Voltz and Paul Rushing. Adam and Paul made a presentation about the Creek Walk, more specifically, completing the Creek Walk section between the north property line of Advent Lutheran Church and the north property line of Blind Horse Winery. The completion of this portion will create a continuous walkway from Boy Scout Park to Cedar Creek Park. This would be funded through donations and grants. Discussion ensued. Common Council members inquired about the City's role in the ongoing maintenance of the Creek Walk. City Administrator Hilvo explained that the maintenance of the Creek Walk would be provided by city staff.

Public Comment

Steve Brill W69 N419 Fox Pointe Ave.

Steve is opposed to the Creek Walk as proposed and feels efforts should be made to restore Cedar Creek.

Catherine Pullar

W62 N658 Riveredge Dr.

Catherine is concerned about the noise from the Creek Walk.

Andrew Whaley

W62 W628 Washington Ave.

Andrew is concerned about the Creek Walk regarding security.

The Common Council supports pursuing the completion of the next phase of the Creek Walk. No action was taken.

DISCUSSION AND POSSIBLE ACTION ON BIDS RECEIVED FOR THE 2024 HANOVER AVENUE SURFACE PAVING CONSTRUCTION PROJECT

City Engineer Wieser explained the Hanover Avenue surfacing project.

Motion by Council Member Burkart, seconded by Council Member Simpson, to approve the bid from Payne and Dolan Inc. of \$58,487.00 for the Hanover Avenue surface paving construction project. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON BIDS RECEIVED FOR THE 2024 MICRO SURFACING PROJECT CONSTRUCTION CONTRACT

City Engineer Wieser explained the details of the Micro Surfacing Project.

Motion made by Council Member Curley, seconded by Council Member Mueller, to award the 2024 Micro Surfacing Project contract to Fahrner Asphalt Sealers not to exceed \$20,960.00. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON BIDS RECEIVED FOR THE 2024 ASPHALT PAVEMENT REPAIR PROGRAM

City Engineer Wieser explained the details of the 2024 Asphalt Pavement Repair Program.

Motion made by Council Member Burkart, seconded by Council Member Mueller, to award the 2024 Asphalt Pavement Repair contract to Parking Lot Maintenance, not to exceed \$29,820.00. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON HIRING VIERBICHER ASSOCIATES INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR CREATING A HOUSING REPORT

City Administrator Hilvo explained that the City is currently in the process of updating the Smart Growth Comprehensive Land Use Plan. A housing report will assist the City with this update.

Public Comment

Terry King W63 N762 Sheboygan Rd.

Terry is concerned that an outside company might not recognize the uniqueness of Cedarburg when creating a housing report.

Motion made by Council Member Fitzpatrick, seconded by Council Member Burkart, to approve hiring Vierbicher Associates Inc. to provide professional consulting services for creating a housing report not to exceed \$3,500.00. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON APPROVING A PROPOSAL FOR TRAFFIC PLANNING AND ACCESS STUDY FOR THE CITY AND TOWN OF CEDARBURG

City Administrator Hilvo explained that both the City and Town of Cedarburg are at various stages of updates to their Comprehensive Plans. A joint traffic study for the STH 60 corridor from Horns Corners Road to Keup Road, Washington Avenue South of STH 60, and CTH I south of STH 60, would be valuable for both the City and the Town. Discussion ensued.

Public Comment

Terry King W63 N762 Sheboygan Rd.

Terry is concerned this study doesn't address other traffic areas in the City of Cedarburg, such as downtown Cedarburg.

Motion made by Council Member Fitzpatrick, seconded by Council Member Curley, to approve hiring R.A. Smith for a Traffic Planning and Access Study, not to exceed \$45,760.00, contingent on the Town of Cedarburg reimbursing their share of \$15,100.80. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON A ONE-TIME AMPLIFIED MUSIC/SOUND PERMIT IN AN OUTDOOR AREA FOR TURNHALL FINANCIAL GROUP, 236 HAMILTON ROAD, CEDARBURG, WI, FOR A CHARITY BOCCE BALL TOURNAMENT TO BE HELD AT CEDAR CREEK PARK ON SATURDAY, SEPTEMBER 28, 2024 FROM 12:00 NOON – 4:00 P.M., FOR A REDUCED FEE OF \$50.00

Council Member Burkart inquired whether the reduced fee of \$50 only applies to nonprofit organizations. City Administrator Hilvo agreed the policy needs to be clarified and will be reviewed over the winter months.

Motion made by Council Member Burkart, seconded by Council Member Mueller, to approve a one-time amplified music/sound permit in an outdoor area for Turnhall Financial Group, 236 Hamilton Road, Cedarburg, WI, for a charity bocce ball tournament to be held at Cedar Creek Park on Saturday, September 28, 2024 from 12:00 noon – 4:00 p.m. for a reduced fee of \$50.00. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON NEWMARK KNIGHT BROKER SERVICES CONTRACT

City Administrator Hilvo explained that Newmark Commercial Brokers currently represent the City for the sale of land within the Hwy 60 Business Park. They have been working with a potential tenant, but the tenant is looking to make an offer on land that is not in the business park but adjacent to it. The current contract with Newmark does not include properties outside the business park. A new contract will allow for this.

Motion made by Council Member Burkart, seconded by Council Member Simpson, to approve the single party vacant land listing contract with Newmark. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF THE FOLLOWING ADDITIONAL POLL WORKERS FOR THE REMAINDER OF 2024-2025 ELECTION CYCLE: MARGARET DOYLE, PETER IGEL, LORI MATHIAS, MICHAEL RUZICKA, KATHLEEN RUZICKA, AND REYNOLD WAEDEKIN

Motion made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve the following additional poll workers for the remainder of 2024-2025 election cycle: Margaret Doyle, Peter Igel, Lori Mathias, Michael Ruzicka, Kathleen Ruzicka, and Reynold Waedekin. Motion carried without a negative vote.

CONSENT AGENDA

Motion made by Council Member Burkart, seconded by Council Member Fitzpatrick, to approve the following consent agenda items:

- A. Discussion and possible action on approval of July 8, 2024 Council Meeting Minutes
- B. Discussion and possible action on payment of bills dated 07/02/2024 through 08/02/2024, transfer list dated 07/01/2024 through 08/09/2024, and payroll from 06/23/2024 through 08/03/2024

Motion carried without a negative vote.

CITY ADMINISTRATOR'S REPORT

City Administrator Hilvo shared that the EPA is seeking public input regarding future cleanup of Cedar Creek, south of Adlai Horn Park. There will be opportunities for the public to meet with the EPA at City Hall later this fall.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Bitter commented that the County Fair was a fun event, but she did receive a comment from a resident about the noise level being high at 11:00 p.m.

Council Member Curley shared an update from the Diversity Committee. The Diversity Committee will be hosting a blood drive at City Hall on September 10, 2024, in honor of National Day of Service, which is September 11, 2024. They are also working with the City Forester on planting a tree and doing park cleanup on September 11, 2024.

MAYOR REPORT

None

ADJOURN TO CLOSED SESSION

A motion was made by Council Member Curley, seconded by Council Member Burkart, to adjourn to closed session at 9:11 p.m. pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, more specifically to discuss a potential purchase of a property on Hanover Avenue. Motion carried on a roll call vote with Council Members Bitter, Fitzpatrick, Burkart, Curley, Simpson, Lindo, and Mueller voting aye.

RECONVENE TO OPEN SESSION

The meeting reconvened to open session at 9:23 p.m.

DISCUSSION AND POSSIBLE ACTION ON PURCHASE OF PROPERTY ON HANOVER AVENUE

Motion made by Council Member Burkart, seconded by Council Member Mueller, to submit an offer to purchase property at W63 N530 Hanover Avenue in the amount of \$250,000.00 Motion carried without a negative vote.

ADJOURNMENT

Motion made by Council Member Mueller, seconded by Council Member Burkart, to adjourn the meeting at 9:24 p.m. Motion carried without a negative vote.

Jessica Campolo
Deputy City Clerk

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 1/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/09/2024	PWBDD	47654*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	76.00
				TELEPHONE/COMMUNICATIONS	500225	522110	100.81
				TELEPHONE/COMMUNICATIONS	500225	533210	81.21
				CHECK PWBDD 47654 TOTAL FOR FUND 100:			258.02
08/09/2024	PWBDD	47655#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,282.91
				TELEPHONE/COMMUNICATIONS	500225	522410	116.09
				CHECK PWBDD 47655 TOTAL FOR FUND 100:			1,399.00
08/09/2024	PWBDD	47659#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	4.66
				OPERATING SUPPLIES	500350	533210	45.85
				OPERATING SUPPLIES	500350	533210	147.40
				OPERATING SUPPLIES	500350	533210	8.07
				OPERATING SUPPLIES	500350	533210	4.83
				MAINTENANCE PARTS	500353	533210	65.60
				MAINTENANCE PARTS	500353	533210	17.88
				MAINTENANCE PARTS	500353	533210	124.06
				MAINTENANCE PARTS	500353	533210	6.56
				REPAIR AND MAINTENANCE	500240	555510	20.38
				REPAIR AND MAINTENANCE	500240	555510	64.09
				REPAIR AND MAINTENANCE	500240	555510	9.87
				REPAIR AND MAINTENANCE	500240	555510	31.75
				CHECK PWBDD 47659 TOTAL FOR FUND 100:			551.00
08/09/2024	PWBDD	47660#	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	533311	23.97
				REPAIR AND MAINTENANCE	500240	533311	41.97
				REPAIR AND MAINTENANCE	500240	555510	178.47
				REPAIR AND MAINTENANCE	500240	555510	19.99
				REPAIR AND MAINTENANCE	500240	555510	166.92
				CHECK PWBDD 47660 TOTAL FOR FUND 100:			431.32
08/09/2024	PWBDD	47661	BOEHLKE BOTTLED GAS CORP.	GAS AND OIL EXPENSE	500351	533210	774.30
08/09/2024	PWBDD	47665	CARPETS GALORE & FLOORING	REPAIR AND MAINTENANCE	500240	518100	1,543.17

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 2/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/09/2024	PWBDD	47670	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	417.01
				TELEPHONE/COMMUNICATIONS	500225	522110	584.00
				CHECK PWBDD 47670 TOTAL FOR FUND 100:			1,001.01
08/09/2024	PWBDD	47672*#	CINTAS CORPORATION	OPERATING SUPPLIES	500350	533210	137.97
08/09/2024	PWBDD	47673	CONCRETE SHORTPOUR, INC	REPAIR AND MAINTENANCE	500240	533440	492.00
08/09/2024	PWBDD	47674	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	224.86
08/09/2024	PWBDD	47678*#	DORNER INC.	DUE FROM LIGHT & WATER	156200	000000	6,120.87
08/09/2024	PWBDD	47680	E.H. WOLF AND SONS, INC.	FUEL INVENTORY	161500	000000	5,829.81
				FUEL INVENTORY	161500	000000	4,886.48
				CHECK PWBDD 47680 TOTAL FOR FUND 100:			10,716.29
08/09/2024	PWBDD	47682	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	446.66
08/09/2024	PWBDD	47684	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	38.56
				REPAIR AND MAINTENANCE	500240	522120	253.31
				CHECK PWBDD 47684 TOTAL FOR FUND 100:			291.87
08/09/2024	PWBDD	47687	GARY MITCHELL	OFFICE SUPPLIES	500310	514200	100.00
08/09/2024	PWBDD	47689*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	72.48
08/09/2024	PWBDD	47690	HANNAH SLOWAK	PUBLIC WORKS FEES	463101	000000	5.00
08/09/2024	PWBDD	47693*#	HOME DEPOT CREDIT SERVICES	REPAIR AND MAINTENANCE	500240	518100	133.97
08/09/2024	PWBDD	47697	LIESENER SOILS INC.	REPAIR AND MAINTENANCE	500240	533440	210.00
08/09/2024	PWBDD	47703	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	29.59
08/09/2024	PWBDD	47704*#	NASSCO, INC.	REPAIR AND MAINTENANCE	500240	555510	381.52

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 3/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/09/2024	PWBDD	47705	NORTH SHORE BANK	SICK PAY OUT	500135	522110	15,197.23
08/09/2024	PWBDD	47708#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	1,173.76
				EQUIPMENT/SOFTWARE	500380	514700	1,721.00
				EQUIPMENT/SOFTWARE	500380	514700	2,197.00
				EQUIPMENT/SOFTWARE	500380	514700	1,602.30
				ATTORNEY/CONSULTANT	500212	522110	35.00
				REPAIR AND MAINTENANCE	500240	522110	813.00
				CHECK PWBDD 47708 TOTAL FOR FUND 100:			7,542.06
08/09/2024	PWBDD	47712*#	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	533210	58.75
08/09/2024	PWBDD	47713	RAINBOW TREE CARE	MAINT/CONTRACTED SERVICES	500290	555510	401.42
08/09/2024	PWBDD	47714	RAY O'HERRON CO.,INC.	UNIFORMS	500346	522120	33.20
08/09/2024	PWBDD	47716	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	57.20
08/09/2024	PWBDD	47718	RICHARD DIEDRICH	PUBLIC WORKS FEES	463101	000000	25.00
08/09/2024	PWBDD	47722	SHERWIN WILLIAMS CO.	MAINTENANCE PARTS	500353	533210	83.78
				MAINTENANCE PARTS	500353	533210	41.49
				CHECK PWBDD 47722 TOTAL FOR FUND 100:			125.27
08/09/2024	PWBDD	47723	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	36.21
08/09/2024	PWBDD	47724	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	257.52
08/09/2024	PWBDD	47725	STUMP GRINDING 4 LESS, LLC	MAINT/CONTRACTED SERVICES	500290	555510	6,801.26
08/09/2024	PWBDD	47726	SUPERIOR CHEMICAL LLC	REPAIR AND MAINTENANCE	500240	533440	1,707.22
08/09/2024	PWBDD	47727	THEODORE YOUNG	PUBLIC WORKS FEES	463101	000000	25.00
08/09/2024	PWBDD	47728	TIRES UNLIMITED AUTOMOTIVE	REPAIR AND MAINTENANCE	500240	522120	584.00
08/09/2024	PWBDD	47731	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
08/09/2024	PWBDD	47733	VICTORIA STRATTON	PUBLIC WORKS FEES	463101	000000	25.00
08/09/2024	PWBDD	47734	VMC LLC	PROFESSIONAL SERVICES	500210	533110	615.00

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 4/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/09/2024	PWBDD	47735	WASC	TRAVEL & TRAINING - WASC CONFERENCE	500330	555140	135.00
08/09/2024	PWBDD	47736	WISCONSIN APA	TRAVEL & TRAINING	500330	566310	285.00
08/09/2024	PWBDD	47738	WITTLIN'S SERVICE	REPAIR AND MAINTENANCE	500240	522120	298.62
08/09/2024	PWBDD	47740	ZARNOTH BRUSH WORKS INC	STREET SWEEPING	500295	533440	2,041.59
08/16/2024	PWBDD	47746#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	11.83
				OPERATING SUPPLIES	500350	533210	11.65
				OPERATING SUPPLIES	500350	533210	5.37
				CHECK PWBDD 47746 TOTAL FOR FUND 100:			28.85
08/16/2024	PWBDD	47747	CARLIN HORTICULTURAL SUPPLIES	REPAIR AND MAINTENANCE	500240	555510	426.35
08/16/2024	PWBDD	47748#	CEDARBURG LIGHT & WATER	ELECTRIC	500222	533420	523.08
				REPAIR AND MAINTENANCE	500240	533421	1,184.91
				CHECK PWBDD 47748 TOTAL FOR FUND 100:			1,707.99
08/16/2024	PWBDD	47750	COMPLETE OFFICE OF WISCONSIN	COMPUTER/COPIER SUPPLIES	500312	514100	499.90
08/16/2024	PWBDD	47752*#	EGELHOFF LAWNMOWER SERVICE	MAINTENANCE PARTS	500353	533210	118.77
				MAINTENANCE PARTS	500353	533210	117.97
				CHECK PWBDD 47752 TOTAL FOR FUND 100:			236.74
08/16/2024	PWBDD	47756	GFL ENVIRONMENTAL	REPAIR AND MAINTENANCE	500240	533311	361.96
08/16/2024	PWBDD	47757#	GRAFTON ACE HARDWARE	MAINTENANCE SUPPLIES	500340	522410	46.40
				OPERATING SUPPLIES	500350	533210	113.32
				CHECK PWBDD 47757 TOTAL FOR FUND 100:			159.72
08/16/2024	PWBDD	47758	HERMAN'S AUTO SERVICE	REPAIR AND MAINTENANCE	500240	522120	35.00
08/16/2024	PWBDD	47759	HI-LINE, INC	MAINTENANCE PARTS	500353	533210	220.69
08/16/2024	PWBDD	47760	LANNON STONE PRODUCTS, INC.	REPAIR AND MAINTENANCE	500240	533440	495.77

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 5/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/16/2024	PWBDD	47762	LINCOLN CONTRACTORS SUPPLY, INC	MAINTENANCE PARTS	500353	533210	300.00
				MAINTENANCE PARTS	500353	533210	123.91
				CHECK PWBDD 47762 TOTAL FOR FUND 100:			423.91
08/16/2024	PWBDD	47764	MCCONN INC	MAINTENANCE PARTS	500353	533210	541.12
08/16/2024	PWBDD	47765	MILLER-BRADFORD AND RISBERG	MAINTENANCE PARTS	500353	533210	855.15
				MAINTENANCE PARTS	500353	533210	522.95
				CHECK PWBDD 47765 TOTAL FOR FUND 100:			1,378.10
08/16/2024	PWBDD	47767	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	209.70
				MAINTENANCE PARTS	500353	533210	85.20
				MAINTENANCE PARTS	500353	533210	17.61
				MAINTENANCE PARTS	500353	533210	62.08
				MAINTENANCE PARTS	500353	533210	113.94
				MAINTENANCE PARTS	500353	533210	168.03
				MAINTENANCE PARTS	500353	533210	42.58
				MAINTENANCE PARTS	500353	533210	(33.00)
				MAINTENANCE PARTS	500353	533210	(18.56)
				CHECK PWBDD 47767 TOTAL FOR FUND 100:			647.58
08/16/2024	PWBDD	47769	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	533210	77.64
08/16/2024	PWBDD	47770	R.A. SMITH NATIONAL	DEVELOPERS AGREE-STONE LAKE	239261	000000	15,864.28
08/16/2024	PWBDD	47772	REINDERS, INC.	MAINTENANCE PARTS	500353	533210	139.28
				MAINTENANCE PARTS	500353	533210	58.29
				CHECK PWBDD 47772 TOTAL FOR FUND 100:			197.57
08/16/2024	PWBDD	47774	SHERWIN WILLIAMS CO.	REPAIR AND MAINTENANCE	500240	533311	1,250.00
08/16/2024	PWBDD	47775	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	142.29
08/16/2024	PWBDD	47776	SYNCHRONY BANK	OPERATING SUPPLIES	500350	533210	96.97
08/16/2024	PWBDD	47777	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 6/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/16/2024	PWBDD	47778	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	296.28
				MAINTENANCE PARTS	500353	533210	742.28
				CHECK PWBDD 47778 TOTAL FOR FUND 100:			1,038.56
08/16/2024	PWBDD	47779	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
08/16/2024	PWBDD	47780	WAYSIDE NURSERIES, INC.	OPERATING SUPPLIES	500350	533210	152.00
				OPERATING SUPPLIES	500350	533210	190.00
				CHECK PWBDD 47780 TOTAL FOR FUND 100:			342.00
				Total for fund 100 GENERAL FUND			87,936.74
Fund: 200 CEMETERY FUND							
08/09/2024	PWBDD	47650*#	A LYNEIS ELECTRIC LLC	PROFESSIONAL SERVICES	500210	544210	347.00
08/09/2024	PWBDD	47676	CORE & MAIN LP	GROUNDS MAINTENANCE	500230	544210	261.03
08/09/2024	PWBDD	47689*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	544210	35.76
				REPAIR AND MAINTENANCE	500240	544210	31.48
				CHECK PWBDD 47689 TOTAL FOR FUND 200:			67.24
08/09/2024	PWBDD	47693*#	HOME DEPOT CREDIT SERVICES	REPAIR AND MAINTENANCE	500240	544210	70.64
08/09/2024	PWBDD	47699	MEQUON LAWN & GARDEN	GROUNDS MAINTENANCE	500230	544210	625.00
				Total for fund 200 CEMETERY FUND			1,370.91
Fund: 210 ROOM TAX FUND							
08/09/2024	PWBDD	47669	CEDARBURG CHAMBER OF COMMERCE	CHAMBER TOURISM & DEVELOPMENT	500721	566700	20,140.20
08/14/2024	PWBDD	47742	CEDARBURG CHAMBER OF COMMERCE	CHAMBER TOURISM & DEVELOPMENT	500721	566700	6,713.40
				Total for fund 210 ROOM TAX FUND			26,853.60
Fund: 220 RECREATION PROGRAMS FUND							
08/09/2024	PWBDD	47653	AMY ZUNKER	YOUTH FOOTBALL REGISTRATION	467317	000000	60.00
				SUMMER SOCCER	467329	000000	60.00
				MISCELLANEOUS REVENUE	486000	000000	120.00
				CHECK PWBDD 47653 TOTAL FOR FUND 220:			240.00

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 7/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 220 RECREATION PROGRAMS FUND							
08/09/2024	PWBDD	47664	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	861.80
08/09/2024	PWBDD	47671	CHAY'S TAE KWON DO	MAINT/CONTRACTED SERVICES	500290	555390	140.00
08/09/2024	PWBDD	47681	EMILY GEIGER	YOUTH FOOTBALL REGISTRATION	467317	000000	65.00
08/09/2024	PWBDD	47696	KALI KELLERMAN	POMS REVENUE	467332	000000	80.00
08/09/2024	PWBDD	47698	MAD SCIENCE OF MILWAUKEE , INC	MAINT/CONTRACTED SERVICES	500290	555390	1,028.00
08/09/2024	PWBDD	47721	SAMANTHA OSWALD	SUMMER SOCCER	467329	000000	55.00
08/09/2024	PWBDD	47737	WISCONSIN SCHOLASTIC CHESS	MAINT/CONTRACTED SERVICES	500290	555390	1,260.00
Total for fund 220 RECREATION PROGRAMS FUND							3,729.80
Fund: 231 AMERICAN RESCUE PLAN ACT							
08/05/2024	PWBDD	47649	Z VENTURE LLC	GRANT EXPENDITURES	500331	566721	4,500.00
08/16/2024	PWBDD	47773	SEI SPEEDWAY HOLDINGS LLC	GRANT EXPENDITURES	500331	566721	200.00
Total for fund 231 AMERICAN RESCUE PLAN ACT							4,700.00
Fund: 232 DONATIONS							
08/16/2024	PWBDD	47763	MASTER PRINTWEAR	K-9 UNIT EXPENSE	500352	522120	870.00
Total for fund 232 DONATIONS							870.00
Fund: 240 SWIMMING POOL FUND							
08/09/2024	PWBDD	47656	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	457.57
08/09/2024	PWBDD	47658	BASSETT MECHANICAL	MAINT/CONTRACTED SERVICES	500290	555320	464.50
08/09/2024	PWBDD	47666	CARRICO AQUATIC RESOURCES	OPERATING SUPPLIES	500350	555320	4,597.75
08/09/2024	PWBDD	47668	CEDAR CREST ICE CREAM	OPERATING SUPPLIES	500350	555321	668.70
				OPERATING SUPPLIES	500350	555321	744.78
				CHECK PWBDD 47668 TOTAL FOR FUND 240:			1,413.48
08/09/2024	PWBDD	47689*#	GRAFTON ACE HARDWARE	MAINTENANCE SUPPLIES	500340	555320	14.39
08/09/2024	PWBDD	47691	HAWKINS , INC.	OPERATING SUPPLIES	500350	555320	22.35
				OPERATING SUPPLIES	500350	555320	1,040.67
				CHECK PWBDD 47691 TOTAL FOR FUND 240:			1,063.02

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 8/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 240 SWIMMING POOL FUND							
08/09/2024	PWBDD	47692	HOLIDAY WHOLESALE, INC	OPERATING SUPPLIES	500350	555321	270.45
08/09/2024	PWBDD	47707*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	555321	30.64
				OPERATING SUPPLIES	500350	555321	18.55
				OPERATING SUPPLIES	500350	555321	189.00
				OPERATING SUPPLIES	500350	555321	18.28
				CHECK PWBDD 47707 TOTAL FOR FUND 240:			256.47
				Total for fund 240 SWIMMING POOL FUND			8,537.63
Fund: 250 PARKS IMPACT FEE FUND							
08/14/2024	PWBDD	47743	KNIGHT BARRY TITLE INC	EQUIPMENT/CAPITAL OUTLAY	500380	592000	1,000.00
				Total for fund 250 PARKS IMPACT FEE FUND			1,000.00
Fund: 260 LIBRARY FUND							
08/09/2024	PWBDD	47651	A TO Z REFRIGERATION & HVAC, I	MAINT/CONTRACTED SERVICES	500290	555110	1,014.58
08/09/2024	PWBDD	47654*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	101.99
08/09/2024	PWBDD	47657	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	52.42
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	48.82
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	16.49
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	281.32
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	280.23
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	469.96
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	474.09
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	286.22
				DONATION EXPENDITURES	500322	555110	57.00
				DONATION EXPENDITURES	500322	555110	12.00
				CHECK PWBDD 47657 TOTAL FOR FUND 260:			1,978.55
08/09/2024	PWBDD	47685	GALL PLUMBING, INC	MAINT/CONTRACTED SERVICES	500290	555110	150.00
08/09/2024	PWBDD	47695	JAMES IMAGING SYSTEMS, INC.	MAINT/CONTRACTED SERVICES	500290	555110	889.17
08/09/2024	PWBDD	47700	MIDWEST TAPE, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,282.33
08/09/2024	PWBDD	47704*#	NASSCO, INC.	MAINT/CONTRACTED SERVICES	500290	555110	384.33

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 9/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
08/09/2024	PWBDD	47709	ORKIN COMMERCIAL SERVICES	REPAIR AND MAINTENANCE	500240	555110	600.00
08/16/2024	PWBDD	47745	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	338.94
				DONATION EXPENDITURES	500322	555110	70.00
				CHECK PWBDD 47745 TOTAL FOR FUND 260:			408.94
08/16/2024	PWBDD	47753	FILM IDEAS, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	224.75
08/16/2024	PWBDD	47768	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	53.24
				Total for fund 260 LIBRARY FUND			7,087.88
Fund: 270 FIRE DEPT & EMS							
08/09/2024	PWBDD	47652	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	192.61
08/09/2024	PWBDD	47654*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	72.24
08/09/2024	PWBDD	47663	BOUND TREE MEDICAL, LLC	EMS EQUIPMENT	500400	522500	102.08
08/09/2024	PWBDD	47675	CONWAY SHIELD	FIREFIGHTING EQUIPMENT	500380	522500	52.50
08/09/2024	PWBDD	47683	FIRE SAFETY USA INC	EQUIPMENT OUTLAY	500380	522500	427.00
08/09/2024	PWBDD	47686	GALLS, LLC	UNIFORMS	500346	522500	73.52
				UNIFORMS	500346	522500	138.09
				UNIFORMS	500346	522500	97.27
				UNIFORMS	500346	522500	97.27
				CHECK PWBDD 47686 TOTAL FOR FUND 270:			406.15
08/09/2024	PWBDD	47688	GENERAL COMMUNICATIONS INC	TELEPHONE/COMMUNICATIONS	500225	522500	308.50
				TELEPHONE/COMMUNICATIONS	500225	522500	2,300.00
				TELEPHONE/COMMUNICATIONS	500225	522500	1,816.00
				TELEPHONE/COMMUNICATIONS	500225	522500	38.00
				CHECK PWBDD 47688 TOTAL FOR FUND 270:			4,462.50
08/09/2024	PWBDD	47706	NORTH SHORE PHARMACY & COMPOUNDING	EMS SUPPLIES AND EXPENSES	500347	522500	31.69
08/09/2024	PWBDD	47711	PEPSI-COLA	OPERATING SUPPLIES	500350	522500	392.40

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 10/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
08/09/2024	PWBDD	47712*#	QUALITY STATE OIL CO., INC.	GAS AND OIL EXPENSE	500351	522500	346.47
08/09/2024	PWBDD	47717	RENNERT'S FIRE EQUIPMENT	REPAIR AND MAINTENANCE	500240	522500	12,816.71
08/09/2024	PWBDD	47730	TSR SOLUTIONS, INC.	OPERATING SUPPLIES	500350	522500	4,471.99
08/09/2024	PWBDD	47739	WPP LLC	OPERATING SUPPLIES	500350	522500	32.50
08/16/2024	PWBDD	47744	ASCENSION WI EMP SOLUTIONS	OPERATING SUPPLIES	500350	522500	989.00
08/16/2024	PWBDD	47754	GALLS, LLC	UNIFORMS	500346	522500	97.27
				UNIFORMS	500346	522500	225.96
				UNIFORMS	500346	522500	22.76
				UNIFORMS	500346	522500	193.24
				UNIFORMS	500346	522500	64.68
				UNIFORMS	500346	522500	155.68
				UNIFORMS	500346	522500	97.27
				CHECK PWBDD 47754 TOTAL FOR FUND 270:			856.86
08/16/2024	PWBDD	47755	GENERAL COMMUNICATIONS INC	TELEPHONE/COMMUNICATIONS	500225	522500	5,913.00
				Total for fund 270 FIRE DEPT & EMS			31,565.70
Fund: 300 DEBT SERVICE FUND							
08/09/2024	PWBDD	47662	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	581521	3,550.00
08/13/2024	PWBDD	47741*#	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	581530	68,892.50
				DEBT SERVICE - INTEREST	500620	581575	8,025.00
				CHECK PWBDD 47741 TOTAL FOR FUND 300:			76,917.50
				Total for fund 300 DEBT SERVICE FUND			80,467.50
Fund: 350 TIF DISTRICT FUND #4							
08/13/2024	PWBDD	47741*#	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	566710	51,517.50
				Total for fund 350 TIF DISTRICT FUND #4			51,517.50
Fund: 353 TIF DISTRICT #6							
08/09/2024	PWBDD	47694*#	J MILLER ELECTRIC	TIF - SANITARY SEWER	500451	566710	30,482.18
08/09/2024	PWBDD	47729	TOWN OF CEDARBURG	TIF - ROAD AND GUTTER	500453	566710	49,615.00

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 11/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 353 TIF DISTRICT #6							
				Total for fund 353 TIF DISTRICT #6			80,097.18
Fund: 354 TIF DISTRICT #7							
08/13/2024	PWBDD	47741*#	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	566710	52,950.00
				Total for fund 354 TIF DISTRICT #7			52,950.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
08/09/2024	PWBDD	47650*#	A LYNEIS ELECTRIC LLC	PARK IMPROVEMENTS	500861	555510	3,590.77
08/09/2024	PWBDD	47678*#	DORNER INC.	STREET IMPROVEMENTS	500854	533311	161,869.60
				STORMWATER IMPROVEMENTS	500475	533440	10,944.36
				CHECK PWBDD 47678 TOTAL FOR FUND 400:			172,813.96
08/09/2024	PWBDD	47715	RECREONICS - LOUISVILLE	PARK IMPROVEMENTS	500861	555510	1,818.02
08/16/2024	PWBDD	47771	RAMBOLL AMERICAS ENGINEERING	PROCHNOW	500841	533750	7,198.57
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			185,421.32
Fund: 601 WATER RECYCLING CENTER							
08/09/2024	PWBDD	47654*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	93.49
08/09/2024	PWBDD	47667	CCP INDUSTRIES INC	SAFETY EQUIPMENT	500372	573825	140.02
08/09/2024	PWBDD	47672*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	144.57
08/09/2024	PWBDD	47677	CUMMINS SALES & SERVICE	MAINTENANCE SUPPLIES	500340	573840	897.95
08/09/2024	PWBDD	47679	E. & B. SCALE SERVICES INC.	LAB SUPPLIES	500370	573825	150.00
08/09/2024	PWBDD	47693*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	500340	573830	60.57
08/09/2024	PWBDD	47694*#	J MILLER ELECTRIC	LIFT STATIONS	185324	000000	30,482.17
08/09/2024	PWBDD	47701#	MILWAUKEE RUBBER PRODUCTS	COLLECTION SYSTEM MAINT	500360	573835	255.84
				MAINTENANCE SUPPLIES	500340	573840	6,493.00
				CHECK PWBDD 47701 TOTAL FOR FUND 601:			6,748.84

08/20/2024 12:28 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/03/2024 - 08/16/2024
Banks: PWBDD

Page 12/12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
08/09/2024	PWBDD	47702#	MULCAHY SHAW WATER, INC.	LAB SUPPLIES	500370	573825	570.00
				MAINTENANCE SUPPLIES	500340	573830	225.00
				CHECK PWBDD 47702 TOTAL FOR FUND 601:			795.00
08/09/2024	PWBDD	47707*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	20.90
08/09/2024	PWBDD	47710	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	305.00
08/09/2024	PWBDD	47719	RNOW INC	COLLECTION SYSTEM MAINT	500360	573835	771.37
08/09/2024	PWBDD	47720	RUEKERT-MIELKE, INC.	PROFESSIONAL SERVICES	500210	573850	5,056.77
08/09/2024	PWBDD	47732	USA BLUEBOOK	COLLECTION SYSTEM MAINT	500360	573835	81.91
08/13/2024	PWBDD	47741*#	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	573860	5,688.75
08/16/2024	PWBDD	47749	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	135.16
08/16/2024	PWBDD	47751	CONLEY MEDIA, LLC	PROF PUBLICATIONS AND DUES	500320	573850	132.00
08/16/2024	PWBDD	47752*#	EGELHOFF LAWNMOWER SERVICE	MAINTENANCE SUPPLIES	500340	573830	36.69
08/16/2024	PWBDD	47761	LIGHTHOUSE SAFETY	SAFETY EQUIPMENT	500372	573825	47.95
				Total for fund 601 WATER RECYCLING CENTER			51,789.11
Fund: 700 RISK MANAGEMENT FUND							
08/16/2024	PWBDD	47766	MUNICIPAL PROPERTY INSURANCE	PROPERTY INSURANCE	500510	519400	387.00
				Total for fund 700 RISK MANAGEMENT FUND			387.00
			TOTAL - ALL FUNDS				676,281.87

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

CITY OF CEDARBURG
TRANSFER LIST
8/10/24-8/23/24

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
8/10/2024	\$2,618.86	Minnesota Life-September premiums
8/10/2024	\$966.12	Aflac-July premiums
8/10/2024	\$93.69	EDPS-fees
8/19/2024	\$15,823.76	Elan-July statement
8/22/2024	\$310,000.00	PWSB Payroll
8/22/2024	\$907.72	ICMA-contributions for 6/23/24-7/6/24
8/22/2024	\$5,170.00	North Shore Bank-contributions for 6/23/24-7/6/24
8/22/2024	\$622.11	State of Wisconsin-child support for 6/23/24-7/6/24
8/22/2024	\$967.27	Wis Deferred Comp-contributions for 6/23/24-7/6/24
8/22/2024	\$495.00	Police Association-dues for 6/23/24-7/6/24
	<u>\$337,664.53</u>	

PWSB PAYROLL CHECKING ACCOUNT

8/23/2024	\$225,492.56	Payroll for 8/4/24-8/16/24
8/23/2024	<u>\$84,746.25</u>	Payroll taxes for 8/4/24-8/16/24
	\$310,238.81	

PWSB MONEY MARKET ACCOUNT

8/13/2024	\$3,081,408.45	Ozaukee County-tax settlement
8/19/2024	<u>\$500,000.00</u>	PWSB Checking
	\$3,581,408.45	