

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
MONDAY JUNE 27, 2022 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, June 27, 2022 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. Information on how to access the meeting is attached to the meeting packet or can be accessed by clicking the following link: [Common Council Meeting | City of Cedarburg](#)

AGENDA

1. CALL TO ORDER - Council President Patricia Thome
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Council Members Sherry Bublitz, Jack Arnett, Rick Verhaalen, Robert Simpson, Kristen Burkart, Patricia Thome, and Angus Forbes
 Excused – Mayor O’Keefe
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 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. PUBLIC HEARING
 - A. A Public Hearing on a proposed Conditional Use for a drive-through only Dunkin Donut Shop to be located at W62 N245 Washington Avenue. Tax Key #13-067-02-06-002
8. NEW BUSINESS
 - A. Discussion and possible approval of the Conditional Use for a drive-thru only Dunkin Go Shop to be located at W62 N245 Washington Avenue*
 - B. Discussion and possible action on Resolution No. 2022-19 Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement*
 - C. Discussion and possible action on Resolution No. 2022-20 approving a Memorandum of Understanding (MOU) between the City of Cedarburg, City of Port Washington,

Village of Grafton, Village of Saukville, and Town of Cedarburg establishing a joint Fire & EMS working group*

- D. Discussion and possible action on authorization for the Fire Chief to apply for an ARPA grant through Ozaukee County for EMS services*

9. PRESENTATION – Cedarburg Fire Department Annual Report

10. CONSENT AGENDA

- A. Discussion and possible action on License/Permit applications***

- 1. Approval of June 13, 2022, Council Meeting Minutes*
- 2. Consider approval of new and renewal 2022-2023 operator licenses

Celeste D. Bean
Mary K. Creten

Allison A. Garncarz
Brian J. Hodgson

Emily A. Lutz
Calvin J. Szpiszar
Angela Weter

Howard E. Hockstad
Terrance A. King

Pam Lidington
Amy Y. Nass

Stacy C. Stolzman

- 3. Discussion and possible action on payment of bills dated 6/10/2022 through 6/17/2022, transfers for the period 6/05/2022 through 6/21/2022 and payroll for period 5/29/2022 through 6/11/2022*

11. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report

12. COMMUNICATIONS

- A. Comments and suggestions from citizens**
- B. Comments and announcements by Council Members
- C. Mayor's Report

13. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session 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, item 13.B.

- A. Approval of May 9, 2022 Council Closed Session minutes, Council/Community Development Authority Joint Closed Session Meeting minutes from February 14 and January 17, 2022, Council Meeting Closed Session minutes from November 8, 2021

and Council/Light & Water Joint Closed Session Meeting minutes from November 2, 2021.

- B. Review of the Idle Sites Redevelopment Grant Agreement between the Wisconsin Economic Development Corporation and the City of Cedarburg as it relates to the Tax Incremental Financing Agreement with Fox Run Development Cedarburg, LLC and P2 Development Company, LLC.

14. RECONVENE TO OPEN SESSION

- A. Discussion and Possible Action to approve the Idle Sites Redevelopment Grant Agreement between the Wisconsin Economic Development Corporation and City of Cedarburg

15. ADJOURNMENT

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

* *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 and one opportunity at the end 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@ci.cedarburg.wi.us.



CITY OF CEDARBURG PUBLIC MEETING POLICY DURING COVID-19

The City of Cedarburg will begin utilizing [zoom](#), an online meeting tool, to conduct City meetings. This includes all public meetings. We are cancelling all non-essential meetings and limiting agenda items but there are items that do require decisions to be made so that projects throughout the City can continue or get completed in a timely manner. We will continue to adhere to open meeting laws as set forth by the State of Wisconsin.



Most recently the Wisconsin Department of Justice issued an advisory on March 16, 2020, addressing this issue and stating that: "Governmental bodies typically can meet their open meetings obligations, while practicing social distancing to help protect public health, by conducting meetings via telephone conference calls if the public is provided with an effective way to monitor such calls (such as public distribution, at least 24 hours in advance, of dial-in information for a conference call)." The advisory emphasizes that "When an open meeting is held by teleconference or video conference, the public must have a means of monitoring the meeting. DOJ concludes that, under the present circumstances, a governmental body will typically be able to meet this obligation by providing the public with information (in accordance with notice requirements) for joining the meeting remotely, even if there is no central location at which the public can convene for the meeting.

CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 FOR PUBLIC

To download [zoom](#) on your mobile device, click on one of the following:



Here are the procedures for public to be able to view a meeting live through [zoom](#).

1. Contact the City Administrator, Mikko Hilvo, 2 hours in advance of the meeting you wish to attend via [zoom](#) by emailing him at mhilvo@ci.cedarburg.wi.us.
2. In your email Subject line please put down the meeting that you wish to attend (example: Common Council Meeting on 3-30-20 at 7:00pm).
3. Provide your Name, Address, Email, Phone Number to him via email with a request to join the meeting.
4. You will receive an invite to the meeting via email. Click on the invite prior to the meeting being held. The meeting will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
5. All public participants will have their microphone muted.
6. If, during public comment, anyone wishes to talk they should request to do so through the chat feature or by using the "hand" to wave at the meeting organizer. The administrator of the meeting will unmute you at the appropriate time and ask you to make your comments.

If you are unable to utilize a computer, iPad, or tablet to view the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, we can email one to you.

Contact Info: Mikko Hilvo, City Administrator, mhilvo@ci.cedarburg.wi.us, (262) 375-7917.



CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 – FOR STAFF & BOARD MEMBERS

The City of Cedarburg will be utilizing the [zoom](#) app to hold public meetings starting March 23, 2020 until April 30, 2020. All meetings will adhere to Wisconsin Open Meetings Law. The [zoom](#) app provides an option for the public to join the meeting via computer, iPad, tablet, or phone. Meetings will also be recorded and made available through our Clerks office for viewing at a later time.

Here are the procedures for staff and board members to utilize [zoom](#).

1. The City Administrator, Mikko Hilvo, will email a meeting invite to each staff and board member 24 hours prior to the meeting.
2. If another staff member, council member, or presenter needs access to the meeting and the ability to discuss an item they should request to get a meeting invite by emailing mhilvo@ci.cedarburg.wi.us at minimum 6 hours prior to the meeting.
3. In your email Subject line please put down the meeting that you wish to attend. (Example: Common Council Meeting on 3-30-20 at 7:00pm)
4. Provide your Name, Address, Email, Phone Number and reason for attending the meeting to the administrator.
5. All agendas and documents that need to be shared during the meeting will be sent to members ahead of time and also provided electronically to the meeting organizer (City Administrator).
6. All meetings will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
7. All staff and/or board members will have their microphones on unless they mute it themselves. All public participants will have their microphone muted except during public comments or if they use the chat feature asking the administrator for permission to speak.
8. All Votes will be done through roll call.

If you are unable to utilize a computer, iPad, or tablet to participate in the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, it can be emailed to you.

Contact Info: Mikko Hilvo, City Administrator, mhilvo@ci.cedarburg.wi.us, (262) 375-7917.

MEETING DATE: June 27, 2022

ITEM NO: 7.A.

TITLE: Discussion and possible approval of the conditional use for a drive-thru only Dunkin Go Shop to be located at W62 N245 Washington Avenue

ISSUE SUMMARY: Since drive-thru bakeries are not listed as a permitted use in the B-2 District, this request is before you because the Plan Commission determined that it exhibits characteristics similar to other drive-thru establishments which are permitted by conditional use and therefore, based on Section 13-1-22(e) of the Zoning Code, Common Council approval is necessary. Specifically, Section 13-1-22(e) of the Code states: **Uses not specified in this Chapter and which are found by the Plan Commissioners to be similar in character to conditional uses permitted in the district may be permitted by the Common Council after review, public hearing, and approval in accordance with Section 13-1-226.** Accordingly, the Plan Commission felt that this request should be processed as a drive-thru bakery conditional use approved by the Common Council.

Based on that determination, the applicant is here requesting approval of the conditional use permit, and the detailed site, architectural, landscaping, and exterior lighting plans. Specifically, the applicant is proposing a narrow 1,090 square foot building centrally located on the site with a wrap-around traffic pattern, where vehicles will generally enter the site from the drive located at the northeast corner of the site, proceed around the building to place their order at the speaker post at the southeast corner of the building and then proceed to the pick-up windows on the north side of the building. From there they exit the site onto Fairfield Street. At staff's suggestion the applicant has eliminated the southeast Washington Avenue drive and convert that area into green space and has shifted the Fairfield Street access drive to the far west side of the site. Since staff has not received the detailed architectural, landscaping, exterior lighting, and signage plans at the time of this writing, the applicant will be prepared to present them and Monday's meeting.

Staff Comments: Staff has drafted the conditional use document included in your packet which serves to set forth the conditions of approval and the stipulations of the operation for this use. This document will be signed by the applicant before a notary and then it will be recorded in the Ozaukee County Register of Deed office. Staff recommends approval subject to:

- The City installing a "Dead End" sign to discourage people turning right onto Fairfield Street when exiting this site.
- Staff review and approval of the architectural, landscaping, and exterior lighting plans for code compliance.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: At their June 6, 2022, meeting, the Plan Commission reviewed these plans and recommended Council process the request in accordance with Section 13-1-226 Conditional Uses, of the Zoning Code.

BUDGETARY IMPACT: n/a

ATTACHMENTS:

- Minutes from the June 6, 2022, Plan Commission meeting
- Conditional Use Document.
- Detailed site, architectural, landscaping, exterior lighting, and signage plans

INITIATED/REQUESTED BY: Dairyland Operations, LLC – Mario Valentini, Architect

FOR MORE INFORMATION CONTACT: Jonathan P. Censky, City Planner, 262-375-7610

DOCUMENT NUMBER	CONDITIONAL USE PERMIT	
Before the Common Council of the City of Cedarburg, Ozaukee County, Wisconsin, in regard to the premises at W62N245 Washington Avenue, located in Section 34, Town 10 North, Range 21 East, Ozaukee County, State of Wisconsin, further described as follows:		
PART LOT 6 BLK 2 E 151 FT ON N LN & E 123 FT ON S LN CEDARBURG HOMESTEADS, 574/168		
		Return to: Tracie Sette, City Clerk City of Cedarburg W63N645 Washington Avenue PO Box 49 Cedarburg WI 53012-0049

13-067-02-06-002
Parcel Identification No.

Zoning Classification of the Premises is: B-2 Community Business District
Mailing Address of the Premises is: W62N245 Washington Avenue

WHEREAS, a petition has been filed by Dairyland Operations LLC/Emily Kettinger (hereinafter "Permittee") for the purpose of allowing a DUNKIN' Go shop at W62N245 Washington Avenue, such premises owned by the property owner identified in the signature lines shown below (hereinafter "Owner"); and

WHEREAS, in accordance with Section 13-1-22(e) of the Zoning Code, the Plan Commission found that DUNKIN' Go shops are similar in character to a bakery with a drive-thru, which is permitted by the Common Council after review and public hearing; and

WHEREAS, upon careful consideration of information received in this matter, including information received at the public hearing, and in consideration of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, the City of Cedarburg Common Council hereby finds that the proposed use will not be hazardous, harmful, offensive, or otherwise adverse to the environment or the value of the neighborhood or the community, and will be in accordance with the purpose and intent of the City of Cedarburg Zoning Code and the City of Cedarburg Smart Growth Comprehensive Land Use Plan - 2025, provided the conditional use is operated pursuant to the following conditions and in strict conformance therewith.

NOW, THEREFORE, the Common Council of the City of Cedarburg held a Public Hearing on June 27, 2022, and approved the issuance of this conditional use permit (hereinafter "CUP") for the premises for the above-stated purposes.

The CUP is subject to initial and continued compliance with the City of Cedarburg Municipal Zoning Code and with the following conditions:

1. This CUP is being issued to Dairyland Operations LLC/Emily Kettinger (Permittee). The CUP shall terminate if and when the Permittee terminates their tenancy at the subject property.
2. The use shall be operated in conformity with the Permittee's written description, attached as Exhibit A, except as may be limited or restricted herein.
3. The building location, traffic circulation, parking, traffic pattern, building architecture, exterior lighting, and landscaping shall be in accordance with the plans on file in the Planning Department approved on June 27, 2022.
4. Hours of operation shall be daily from 6:00 a.m. to 8:00 p.m.
5. Business identification signs subject to review and approval by the City Building Inspector.
6. The Owner is required to sign below, before a notary, to approve the issuance of this CUP. The Permittee shall also sign below, before a notary, to indicate their acceptance of the terms and conditions of this CUP.
7. Prior to the operation and/or construction of the use granted herein, the Permittee shall apply and obtain an Occupancy Permit and/or a building permit as required by the City of Cedarburg's Building and Zoning Codes.
8. Any changes or expansion not included in this CUP shall require approval by the City as an amendment to this CUP.
9. Any substantiated material problems with noise, health, safety, etc. associated with the DUNKIN' Go shop shall be the responsibility of the Permittee to correct. Failure to correct the problem in a timely manner may result in the partial or complete revocation of this CUP.

SIGNATURES OF PROPERTY OWNER(S) AND PERMITTEE(S):

As **OWNER(S)** of the subject property, I/we approve the issuance of the CUP with the above described conditions.

Signature	Date	Signature	Date
Printed Name		Printed Name	
STATE OF WISCONSIN		} SS	
OZAUKEE COUNTY			

Personally came before me this ____ day of _____, 20____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Printed Name _____
Notary Public, Ozaukee County, Wisconsin
My Commission Expires: _____

As **PERMITTEE(S)** of the subject property, I/we understand and accept the terms and conditions of the CUP.

Signature	Date	Signature	Date
Printed Name		Printed Name	
STATE OF WISCONSIN		} SS	
OZAUKEE COUNTY			

Personally came before me this ____ day of _____, 20____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Printed Name _____
Notary Public, Ozaukee County, Wisconsin
My Commission Expires: _____

SIGNATURES – CITY OF CEDARBURG

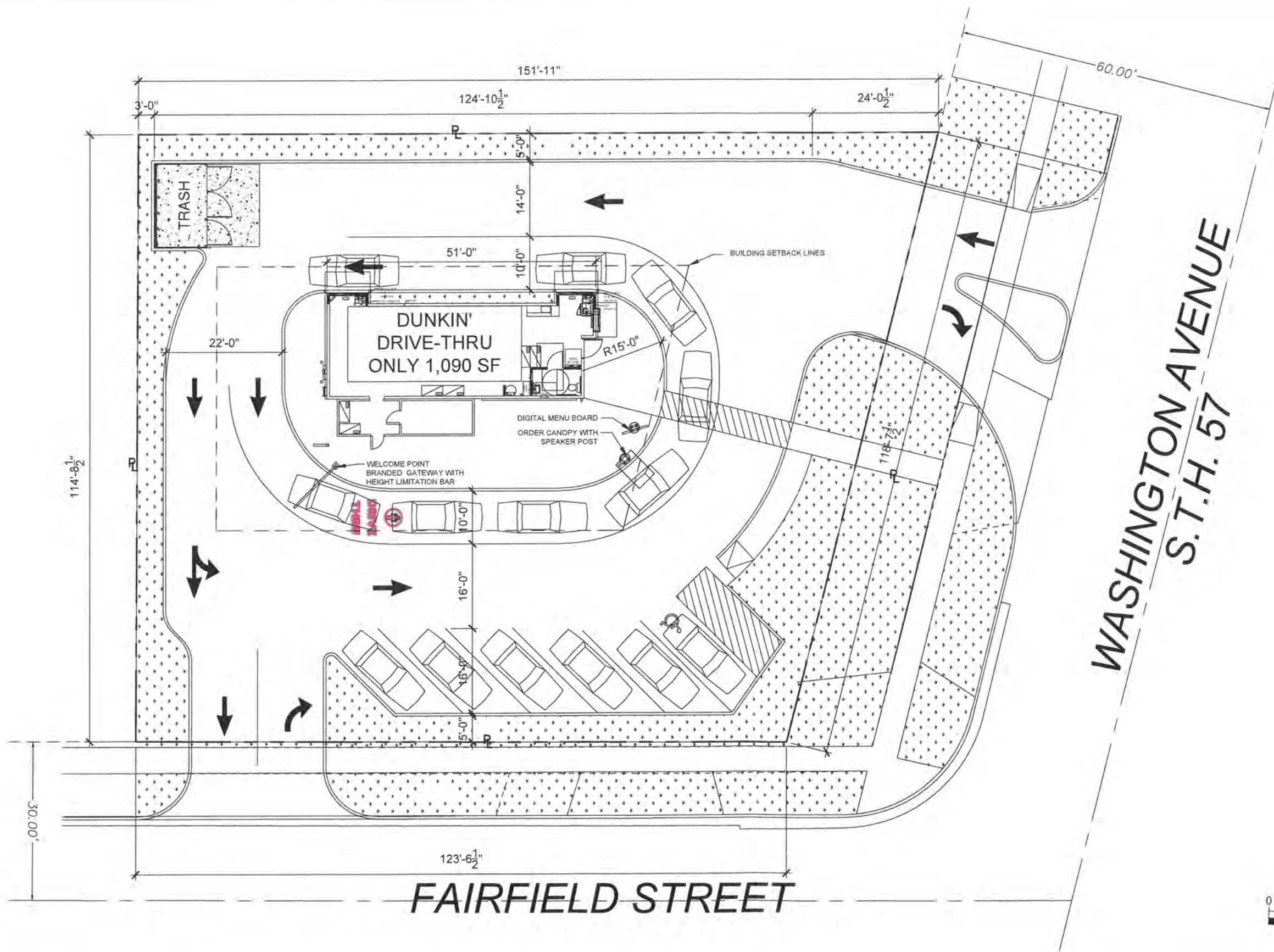
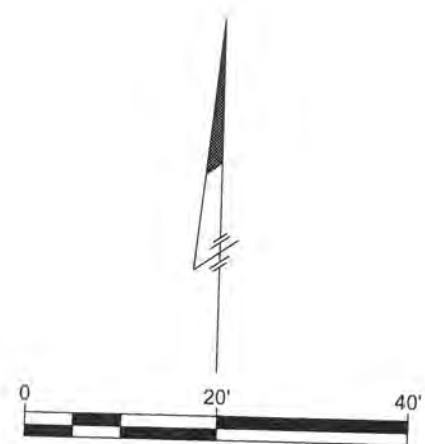
Michael O’Keefe, Mayor

STATE OF WISCONSIN	} SS
OZAUKEE COUNTY	

Personally came before me this ____ day of _____, 20____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Printed Name _____
Notary Public, Ozaukee County, Wisconsin
My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Jonathan P. Censky, City Planner

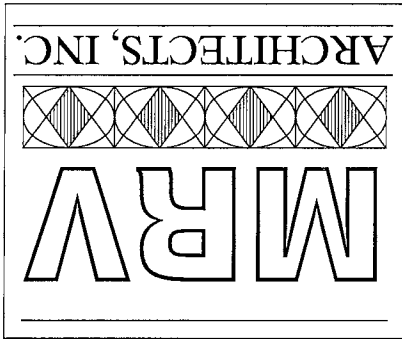
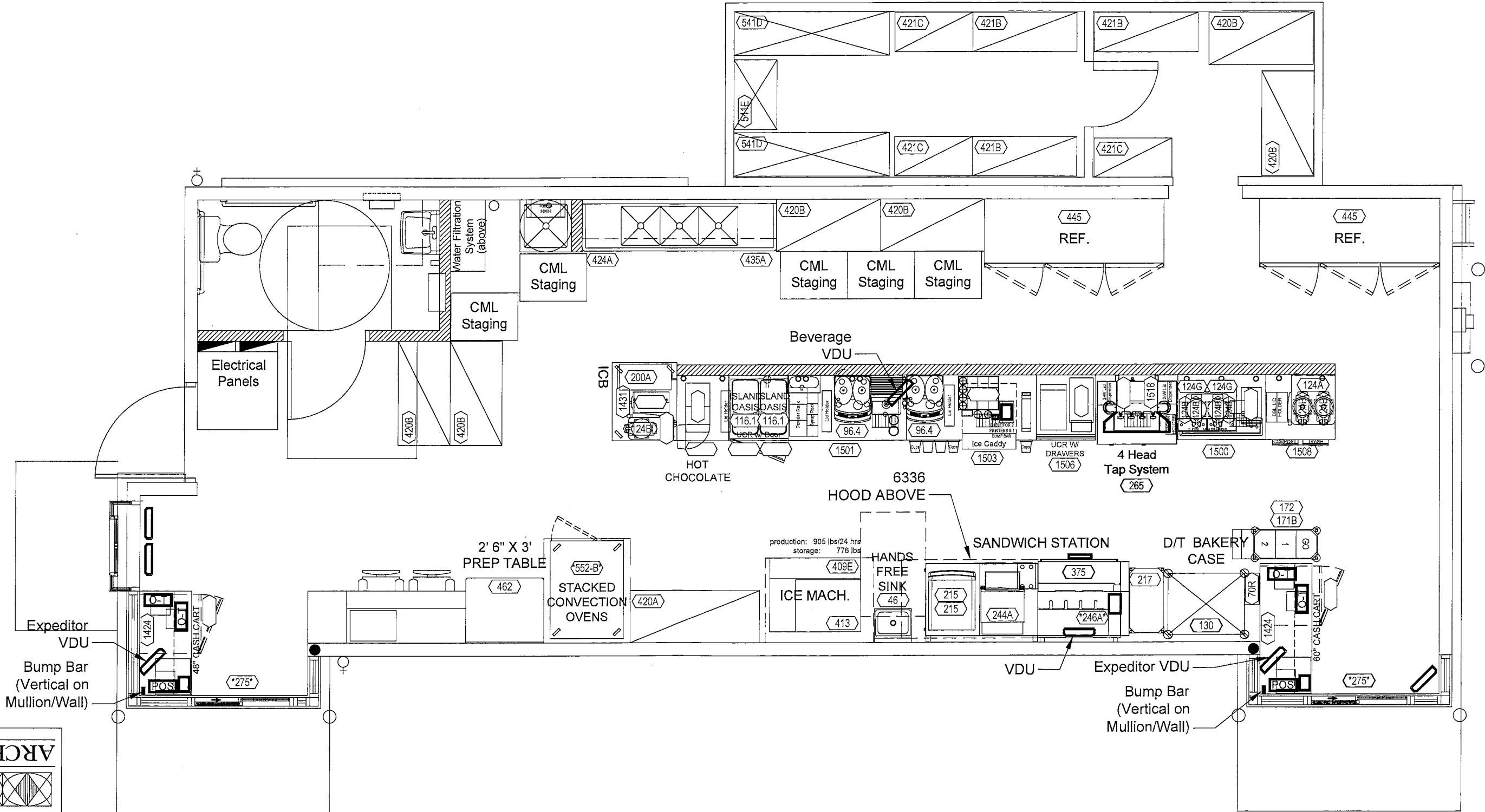


FAIRFIELD STREET

WASHINGTON AVENUE
S.T.H. 57

		9 of 99	Date: 06/09/22	DUNKIN' (DRIVE_THRU ONLY)
			Scale: 1"=20'-0"	
			Designed: MRV	CEDARBURG, WI
			Drawn: MRV	PRELIMINARY SITE PLAN "C"
			Checked: MRV	

DUNKIN' (DRIVE_THRU ONLY)	Date: 06/09/22		
Scale: 1/4"=1'-0"	Designed: MRV		
CEDARBURG, WI	Drawn: MRV		
PRELIMINARY EQUIPMENT PLAN	Checked: MRV		



**REQUEST CONCEPT REVIEW TO ADD A DRIVE-THRU/WALK-UP ONLY BAKERY
AT W62N245 WASHINGTON AVENUE – DAIRYLAND OPERATIONS LLC/MRV
ARCHITECTS INC – MARIO VALENTINI**

Planner Censky described the plans submitted to build a Dunkin' GO bakery located on the northeast corner of Washington Avenue and Fairfield Street. The plans show a narrow 1,091 square foot building centrally located on the site with a wrap-around drive thru and two vehicle access points: one from Washington Avenue and one from Fairfield Street. Planner Censky pointed out that this parcel is located in the B-2 Community Business District, which includes bakeries as a permitted use; however, it is up to Commissioners to determine if this business meets the definition of a bakery. He advised that all drive-thru uses in this District are listed as conditional uses, and have undergone the public hearing and permitting process in order to operate.

Petitioner Valentini was in attendance, and explained that the business has an app that customers can use to pre-order their items, allowing them to increase their speed of service and minimize line back-ups onto Washington Avenue. Due to the business being a drive-thru/walk-up only, parking onsite will be almost entirely for employees. Petitioner Valentini added that his clients at Dairyland Operations own over 50 locations in central and northern Wisconsin, and have extensive experience in successfully operating these establishments.

Commissioner Wiza observed the existing south access drive on Fairfield Street is not in compliance with City Code **Section 13-1-85(c), Arterial Street and Highway Access**, which states that ***no private access shall be permitted to the existing or proposed rights-of-way of . . . local streets intersecting arterial streets within 50 feet of the intersection of the right-of-way lines.*** Due to the proximity of the access drive onto *local* Fairfield Street to the intersection of *arterial* Washington Avenue, Commissioner Wiza believes this presents a hazard with traffic flow. As such, he would suggest that the Petitioner abandon the current Fairfield Street drive, and add one farther west. He also agreed with Planner Censky, who suggested restricting egress on the east drive to right turns only, meaning exiting traffic would need to head south onto Washington Avenue. Commissioner Wiza stressed the importance of keeping the queue onsite so as not to impede traffic on an arterial street.

Petitioner Valentini stated that, given the small size of the parcel, making changes in one area likely forces change on the rest of the design; however, he believes that he can work with this feedback to redesign the site plan to meet these recommendations. He advised that his clients are in the process of negotiating a purchase agreement with the site owners, that would allow them to walk away if the Common Council does not approve a drive-thru for the business; therefore, having a drive-thru is vital for this project, as is coming up with a site plan that works for everyone.

Council Member Thome expressed her excitement over the proposal and thinks it would be a great addition to the City, and is supportive of the project. Mayor O'Keefe concurred, stating that he is in favor of what he considers a great use of the parcel, and voiced his approval of holding a public hearing in order to get input from the neighborhood and address any concerns they may have.

Planner Censky requested Petitioner Valentini contact him during the week to discuss specifics of the plan in order to get him on the Common Council agenda for a public hearing.

CONSIDER RECOMMENDATION OF OUTDOOR ALCOHOL BEVERAGE LICENSE FOR BUSINESS LOCATED AT W61N520 WASHINGTON AVENUE – STAGECOACH INN/BILL & ANNE CONLEY

Planner Censky explained that this request was brought before Commissioners on May 3, 2021 and was approved with the condition that if the Petitioners wanted to continue this service during the 2022 season, they would need to resubmit their plans for review. The Landmarks Commission reviewed this proposal during their May 26, 2022 meeting, and recommended approval.

Petitioners Bill and Anne Conley were present and explained that the seating arrangement in the back of their business will be a temporary set up until their outbuilding is completed.

Since their back lot serves as a dual use for outdoor alcohol consumption and guest parking for their Bed & Breakfast business, Commissioners would like the Petitioners to come up with a plan that clearly defines the uses of the space in order to prevent drinking outside of the controlled area. Planner Censky offered to work with Petitioners to come up with a plan that allows them to continue to provide both uses for their patrons.

Action:

A motion was made by Mayor O’Keefe to recommend approval for an outdoor alcoholic beverage license pending City Staff review and approval of a revised site plan that distinguishes where patrons are allowed to consume alcohol. The motion was seconded by Vice Chairperson Kinzel and passed without a negative vote with Commissioner Strautmanis excused.

CONSIDER RECOMMENDATION OF FINAL PLAT APPROVAL FOR PHASE 2 OF THE FAIRWAY VILLAGE SUBDIVISION LOCATED AT W73N1122 WASHINGTON AVENUE – NEUMANN DEVELOPMENTS/KEVIN ANDERSON

Planner Censky explained that the Petitioner submitted and received approval for his landscape plan and development agreement during the April 5, 2021 Plan Commission meeting. Since construction on phase 1 is well underway, Petitioner Anderson is now seeking review and recommendation for approval on his final plat for phase 2 of the Fairway Village development.

City Staff has reviewed the final plat and found it to be consistent with the Smart Growth Comprehensive Plan 2025, and the previously approved preliminary plat. Approval is recommended subject to the following conditions:

1. Drainage and utility easements should be shown on the plat, along with an addition of a twelve (12) foot wide drainage easement.

CITY OF CEDARBURG

MEETING DATE: June 27, 2022

ITEM NO: 8.B.

TITLE: Discussion and possible action on approval of Resolution No. 2022-19 authorizing execution of the DNR Principal Forgiven Financial Assistance Agreement.

ISSUE SUMMARY: The State of Wisconsin Safe Drinking Water Loan Program has determined that it can provide a loan with principal forgiveness in an amount up to \$600,000 that it has identified as being eligible for funding. This is for the replacement of lead service laterals in the City of Cedarburg. In order to receive principal forgiveness, the DNR Principal Forgiven Assistance Agreement must be executed.

STAFF RECOMMENDATION: Passage of the resolution along with signatures on page 15 of the State of Wisconsin SDWLP LSL Principle Forgiven Financial Assistance Agreement would be appreciated.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: N/A

ATTACHMENTS: Resolution 2022-19, Agreement

INITIATED/REQUESTED BY: Mike Wieser

FOR MORE INFORMATION CONTACT: Mike Wieser – Director of Engineering and Public Works
262-375-7610

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF CEDARBURG

\$600,000 With \$600,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 13, 2022

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. 5628-01

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 13, 2022, 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 has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, 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 has 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 the DNR criteria for project eligibility established in applicable state statutes and regulations; and

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

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

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 January 17, 2022, for financial assistance under the Statute.

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

"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.

"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" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

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

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 5628-01 by DNR, described in the Project Manager Summary (Exhibit B).

"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, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means 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 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 curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

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

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2022, whichever occurs first.

"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 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 downstream from the curb stop.

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, and 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) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) 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 (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) 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, and 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.
- (e) 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, pending or threatened, against 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.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during 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 "local governmental unit" 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, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$600,000, and has 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 this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) 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, pending or threatened, against 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;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, 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.

(f) 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 or 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 and compliance with the provisions hereof 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 or 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.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

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

(i) 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 for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on 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 Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will 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 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

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

(o) 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.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) 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.

(r) 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.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$600,000 with Principal Forgiveness of \$600,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (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 is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance 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 Financial Assistance is 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 Financial Assistance is 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.
- (d) The SDWLP or its agent shall disburse Financial Assistance 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. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than January 27, 2023, and such request for disbursement shall only include Project costs incurred on or before December 31, 2022.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative 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 covenant 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) Disbursements otherwise due the Municipality 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 observe or perform any 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) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) 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.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. 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 construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) 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, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. 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 construction of the Project. The Municipality 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 identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
- (c) 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 complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor 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 Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, 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, build, and effectively operate and maintain 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 any plans and specifications or other 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 Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

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

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) 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 Financial Assistance;
 - (2) 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
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) 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. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. 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 Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, 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, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. 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 into all Project contracts which have yet to be executed the following provision: "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 5.11. 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 5.12. Reimbursement Any payment of Financial Assistance 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 of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. 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, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) 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 any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water 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 this 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 B).

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
Environmental Improvement Fund
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, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921
- (c) City of Cedarburg
W63 N645 Washington Avenue
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 giving written notice 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. 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 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. 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 obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. 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 terminate all or any part of the Project work unilaterally 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, or both.

Section 6.08. 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: _____
Michael O'Keefe
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 SUMMARY

CITY OF CEDARBURG
SDWLP Project No. 5628-01

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	\$0	\$0	\$0
Engineering	\$0	\$0	\$0
Construction/Equipment	\$614,700	\$14,700	\$600,000
Contingency	\$0	\$0	\$0
Miscellaneous Costs	\$0	\$0	\$0
TOTAL	\$614,700	\$14,700	\$600,000

EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF CEDARBURG
SDWLP Project No. 5628-01

1. Project Description: Cedarburg is a new participant in the Private LSL Replacement Program. They awarded a municipal contract to MRJ, Inc to complete the private side replacements. No homeowner cost share is required. MRJ, Inc. will replace 100 LSLs with this contract.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

All private 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 point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. Ineligible Costs: The contract with MRJ, Inc has two items that are ineligible to this project, the curb stop valve and curb stop box. These items total \$14,700.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
 - Premise plumbing, which includes anything downstream of the normal connection point inside the home;
 - The curb stop, or any other components of the utility side of the service line;
 - Costs for engineering or administration unless the recipient's population is 3,300 or less.
3. DBE Good Faith Effort: Cedarburg placed an advertisement for Bids in the News Graphic in March of 2022 that meets the Disadvantaged Business Enterprise (DBE) solicitation requirements. MRJ, Inc contacted DBE's for subcontract work and did not receive any responses.
 4. 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.
 5. Environmental Review Conditions: 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.
 6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.

7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, January 27, 2023. This is the submittal deadline for disbursements that will be made on February 8, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, January 13, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after January 27, 2023. If a Request for Disbursement for costs incurred on or before December 31, 2022 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

EXHIBIT C
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial¹ lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

Lead Service Line Replacement Requirements under the LCRR

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)² served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)³ with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce 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 in accordance with paragraph (d) of this section.

¹ In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

² In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

³ If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.

**CITY OF CEDARBURG
RESOLUTION NO. 2022-19**

**Resolution Authorizing Execution of the Department of Natural
Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Cedarburg (the “Municipality”) wishes to undertake a project to replace private lead service lines at residences, pre K -12 schools and licensed and/or certified daycare centers, identified as DNR No. 5628-01 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$600,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, BE IT RESOLVED, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

PASSED AND ADOPTED by the Common Council of the City of Cedarburg, County of Ozaukee, State of Wisconsin on this 27th day of June, 2022.

Michael O’Keefe, Mayor

Countersigned:

Tracie Sette, City Clerk

CITY OF CEDARBURG

MEETING DATE: June 27, 2022

ITEM NO: 8.C.

TITLE: Discussion and possible action on Resolution No. 2022-20 approving a Memorandum of Understanding (MOU) between the City of Cedarburg, City of Port Washington, Village of Grafton, Village of Saukville, and Town of Cedarburg establishing a joint Fire & EMS working group

ISSUE SUMMARY:

Over the last few years, a number of municipalities within Ozaukee County have engaged in a series of informal meetings regarding potential opportunities to share in the provision of Fire and Emergency Medical Services (EMS). Collectively, these discussions were borne out of a desire to proactively address critical and ongoing staffing shortages that many departments are facing as paid-on-call (POC) or all volunteer (Cedarburg) entities, as well as the significant level of ongoing capital investment (e.g., stations, fire trucks, ambulances, rescue equipment) that is required to maintain separate fire departments.

Through early discussions between the City and Town of Cedarburg on shared Fire & EMS services, an Adhoc Joint Fire/EMS committee was formed to evaluate all options for the Cedarburg Fire Department. This group will evaluate the various options for the City and Town of Cedarburg and eventually make a recommendation to the Common Council and Town Board. Cedarburg Fire Department leadership is working on a plan that would keep the Cedarburg Fire Department operating on its own with increased future funding for personnel and moving towards a paramedic program. This is one of three options. The other options are to look at joining the Southern Ozaukee Fire Department (Mequon-Thiensville) or to look at joining Grafton, Port Washington, and Saukville to create a Mid-Ozaukee Department. An MOU was created between Cedarburg, Mequon, and Thiensville in March of 2022. Since then, Mequon and Thiensville have moved towards a consolidated department, and we continue to have discussions with them. Most recently Cedarburg, Grafton, Port Washington, and Saukville have been in discussions about a consolidated department between the communities. Out of these discussions an MOU was drafted. The MOU has been approved by the other communities including the Town of Cedarburg.

The MOU does not commit the City to consolidating its Fire & EMS Departments at this time. It does provide flexibility for all communities to continue participating in other consolidation talks or looking at options to remain operating on their own. Pending adoption of the resolution approving the Memorandum of Understanding between the Cities, Villages and Town, it is anticipated that the larger Joint Working Group will continue researching ways to share services and/or consolidate operations.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: Fire and EMS MOU, Fire and EMS Resolution

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

RESOLUTION NO. 2022-20

A RESOLUTION APPROVING A
MEMORANDUM OF UNDERSTANDING
ESTABLISHING A JOINT FIRE & EMS WORKING GROUP

WHEREAS, the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington and the Village of Saukville, each provide and/or have facilities that help provide emergency medical, fire and rescue services (collectively herein "Fire & EMS Services") to their respective residents; and

WHEREAS, these communities all seek to continue to be able to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions; and

WHEREAS, these communities have determined that current and future budget considerations and staffing constraints pose a challenge to providing effective and efficient Fire & EMS Services; and

WHEREAS, Wisconsin Statute 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

NOW, THEREFORE, BE IT RESOLVED by the City of Cedarburg Common Council that the Memorandum of Understanding between the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington and the Village of Saukville to establish a Fire & EMS Working Group in the form attached is approved.

PASSED AND ADOPTED by the Common Council of the City of Cedarburg, County of Ozaukee, State of Wisconsin, on this 27th day of June, 2022.

Michael O'Keefe, Mayor

Countersigned:

Tracie Sette, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 27th of June, 2022, by and between the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington and the Village of Saukville, the (collectively, the "communities").

RECITALS

- A. The communities provide and/or have fire station locations to provide emergency medical, fire, and rescue services (collectively "Fire & EMS Services") to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.
- B. The communities all seek to continue to be able to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.
- C. The communities have each identified current and future fiscal challenges to the continued provision of effective and efficient Fire & EMS Services including budget considerations and staffing constraints.
- D. The communities, as well as other municipalities that provide Fire & EMS services in Ozaukee County, participated in a county-wide study to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.
- E. The county-wide study, completed by the Wisconsin Policy Forum ("WPF") in 2021, recommended various options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.
- F. Following a thorough review of the recommendations contained within the WPF study, the communities have drafted this MOU to formalize their intent to explore a consolidation of Fire & EMS Services.
- G. Efforts directed towards establishment of a consolidated Fire & EMS department do not preclude any of the communities from continuing to participate in alternative consolidation discussions with the other communities that participated in the WPF study.
- H. Section 66.0301 of the Wisconsin Statutes authorizes municipalities to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

I. Based on the foregoing recitals, and in consideration of the promises and obligations set forth in this MOU, the communities mutually agree as follows:

1. A Working Group shall be formed to further explore the consolidation of Fire & EMS Services among the communities. Said Working Group shall be comprised of the Chief Elected Official (or their designee), Administrator and Fire Department Chief from the respective community.
2. The Working Group shall establish the necessary framework by which the departments serving or having facilities that serve the communities can consolidate into one, unified entity under the jurisdiction of a combined governing board.
3. The Working Group may from time to time include other representatives of a community (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group's core members deem necessary or advisable.
4. In establishing the framework by which the communities' Fire & EMS departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:

Governance
Administration/Management
Finance (Budgeting, Revenues,
etc.) Staffing
Equipment
Training
Facilities
Medical Direction
Emergency Dispatch
Response Times
Future Growth/Needs

5. The Joint Working Group will provide periodic updates (not less than quarterly) to the governing boards in each of the communities to apprise elected officials on the Joint Working Group's progress towards the consolidation of Fire & EMS Services, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.
6. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should all or some of the communities decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on any of the communities; rather, it expresses the intent of the communities. Any of the communities may withdraw from this MOU at any time by providing written notice to the rest.

CITY OF CEDARBURG

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

TOWN OF CEDARBURG

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF PORT WASHINGTON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF SAUKVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF CEDARBURG

MEETING DATE: June 27, 2022

ITEM NO: 8.D.

TITLE: Discussion and possible action on authorization for the Fire Chief to apply for an ARPA grant through Ozaukee County for EMS services.

ISSUE SUMMARY:

Ozaukee County has allocated ARPA funds to assist Ozaukee County Fire Departments in hiring additional Firefighter/Paramedics throughout the County. To receive these funds each community needs to submit a request for funding by June 30, 2022. The initial Cedarburg request is for \$200,000 for each year for 2023, 2024, and 2025. This will allow us to increase full-time EMS staffing and move towards a paramedic program. Future additional funding will be available if we decide to consolidate with other communities.

STAFF RECOMMENDATION: Staff recommends authorizing our Fire Chief to apply for the ARPA grant.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: Positive

ATTACHMENTS: Ozaukee County EMS Grant Program

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

Ozaukee County

County Administrator's Office

County Sheriff's Department



Ozaukee County EMS Grants Program

Grant Application Round #1

5/18/2022

Ozaukee County EMS Grants Program

Questions regarding the program or application can be directed to the email address provided below.

Do not mail applications. Applications will only be accepted via email to the address below.

Applications will be accepted until the due date. Award of Ozaukee County EMS Grant funds will be recommended by the County Administrator and the Ozaukee County Sheriff Committee to the Ozaukee County Public Safety Committee, authorized to approve the award of funding to applying municipalities.

Applications Due: June 30, 2022

Contact Info: Jason Dzwinel
County Administrator
Ozaukee County
121 W. Main Street
(262) 238-8202

Email: jdzwinel@co.ozaukee.wi.us

Please Note:

Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at: https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application_FORM_FINAL_5-18-2022pdf

General Grant Guidelines can be found in attached Ozaukee County Resolution 21-72. Grants agreements will be executed between the County and the Applicant, or “Lead Municipality”, when there are joint applications. Funds will be released to the Applicant or “Lead Municipality”, who will distribute funds, allocated to joint municipal applicants. Please be advised, acceptance of \$750,000 in federal funds in any given calendar year will trigger the requirement of a Single Audit Report.

**Contact Jason Dzwinel or Jason Wittek, Policy & Budget Analyst
jwittek@co.ozaukee.wi.us with any questions or clarifications.**

Ozaukee County EMS Grant Application

Part 1 – EMS Grant Request

Grant Request Amount:	Matching Funding, if applicable:	Total Project Cost:
\$	\$	\$
Source of Matching Funding, if applicable (Local, other grants, etc.):		
Amount to be Funded in Year 1: \$		
Amount to be Funded in Year 2: \$		
Amount to be Funded in Year 3: \$		
Project Title:		
Project Coverage Area (List Specific Municipalities) :		
Brief Project Description:		
Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: Year 2: Year 3:		
If Project Receives EMS Grant Funding:		
Project Begin Date (mm/yy): / Project Completion Date (mm/yy): /		

Part 2 – Applicant Information

Applicant (Lead Municipality/Grantee):	
Municipality Type: City Village Town	
Joint Application?: No Yes (If yes, list other unit(s) of government):	
Applicant - Chief Elected Official :	Title:
Applicant - Municipal Administrator:	Title:
Applicant - Fire/EMS Chief:	Title:
Municipal Street Address:	
Municipal Mailing Address if Different than Above:	
City:	Zip:
Chief Elected Official's Signature:	Date:
Municipal Administrator's Signature:	Date:
Fire/EMS Chief's Signature:	Date:
Application Contact	
Name:	
Municipality:	
City:	Zip:
Phone: ()	E-mail:

Ozaukee County EMS Grant Application

Part 3 – Budget Narrative (Demonstrate how funds will be allocated to improve response times, with the additional number of FP Positions)

Current Average Response Time:

Estimated Improved Average Response Time:

Part 4 – Describe the Current Situation (Number of FP personnel, budget constraints, current fire and EMS community response statistics, and call volumes, etc.)

2021 Actual Expenses: \$

2021 Actual Revenue: \$

2022 Budget Expenses: \$

2022 Budget Revenue: \$

Current Number of FP-FTE Positions:

Call Volume – Fire:

EMS:

Ozaukee County EMS Grant Application

Part 5 – Outline Your Sustainability Plan (Refer to 7.a.b.c. of Resolution 21-72. Note, if consolidating; project your integrated budget, and detail allocation of funds)

Budget Expenses - Personnel: \$	Revenue – Municipal Tax: \$
Budget Expenses – Non-Personnel: \$	Revenue – Fees: \$
	Revenue – Request for Cty Funds: \$

Ozaukee County EMS Grant Application

Part 6 – Grant Eligibility

Acknowledge the following to demonstrate initial application eligibility.

Yes	No	Participating municipalities acknowledge that if their project is funded, they must approve a Sustainability Plan (contents of which are in 7. a.b.c. in Adopted Resolution 21-72) before May 1, 2023 to continue funding and to remain eligible for ongoing funding under the Ozaukee County EMS Program.
Yes	No	Participating municipalities acknowledge that they may be required to report out to Ozaukee County Board of Supervisors and/or the County Public Safety Committee as requested while being funded under the Ozaukee County EMS Program.
Yes	No	Participating municipalities acknowledge that a Memorandum of Understanding/Sub Grantee Agreement between the participating municipalities and Ozaukee County will be required before Ozaukee County EMS Program funding will be distributed.
Yes	No	Participating municipalities acknowledge that they must identify funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Program.
Yes	No	Participating municipalities acknowledge that they must report, by March 1, 2023, the impact of the funding on: <ol style="list-style-type: none"> 1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and 2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and 3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and 4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.
Yes	No	Participating Municipalities acknowledge they must follow Uniform Guidance (2 CFR 200) Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (Acceptance of \$750,000 in federal funds in any calendar year will require a Single Audit Report).

Initial:	Chief Elected Official
Initial:	Municipal Administrator
Initial:	Fire/EMS Chief



Cedarburg Fire Department



2021 Annual Report





Mayor O'Keefe, Members of the Common Council and Administrator Hilvo:

I would like to present the 2021 year-in-review for the Cedarburg Fire Department. In the following pages, you will see many charts and graphs of our activities over the past year. I am very proud of the volunteer members of our department, for their hard work and dedication to our community. Without them, there would not be much of a report to give.

We had hoped that the pandemic would have been winding down during 2021, but for us that was not the case. Precautions still needed to be in place to protect our members and those that needed our help. Extra personal protective equipment still needs to be worn, and extra de-contamination still needs to be done. However, the members of the Cedarburg Fire Department continue to take on the extra burden, and continue to provide the best service possible to our residents and the visitors to our community.

In addition to keeping up with safety protocols, our members returned to a more normal pace attending trainings for Fire, EMS and Dive Rescue, as well as responding to 1209 calls for the year. Just 64 calls down from our highest volume ever recorded in 2020, but still upward trending when compared to 2019 and the years prior to that. Appreciation also for our Officers and Chiefs, who make sure our trainings are always being improved to meet new challenges and needs for the community, while providing our members with essential skills and information necessary for emergency service personnel to successfully use their skills.

In 2021, it was nice to see an upward trend of volunteer membership, with the addition of 12 new members. The department also hired two full-time employees, both experienced volunteers already with the department. More information about both of them can be found on page 11. With ever-changing community demographics around the country, volunteer fire departments are always looking at ways to keep membership solid and growing, which is why hiring full-time or paid-on-call personnel is important for the future. Having full-time Fire/EMS personnel at the station ready to respond quickly to a call provides better overall service to the community. And in addition, it allows our volunteers to work together with the full-time personnel to cover multiple calls when necessary.

In closing, we chose a photo for the front cover of our annual report showing the Cedarburg Fire Department marching in the 4th of July Parade. This photo symbolizes two things. First, our community coming together after a pandemic, showing their patriotic spirit of our great country and community. Second, the pride and soul of the members of the Cedarburg Fire Department, pushing through a pandemic while putting their own safety aside, to continue to help others in need, and also showing their great love for our country and this great community we call home!

Sincerely

Jeffrey J. Vahsholtz

Chief





CFD 2021 Active Membership Roster

Under 1 year:

Stephanie M. Van Pietersom
Klark A. Pennings
Ryan J. Feiertag
Christopher J. Naas
Katelyn M. Phelps
Daniel M. Wolf
Nathan D. Jensen
Christopher Elias
Nicholas J. Lesselyoung
Rachel L. Traylor
Joshua A. Zalesky
Nicole A. Albrecht

1 to 10 years:

Ivy J. Garland
Sally G. Presnal
Ashton R. Meinel
Jordon J. Abts
Curtis A. Hanaman
Lauren A. Janous
Edward T. Lanser
Maggie M. Drinan
Denver C. Dalley
Michael R. Kranz
Nicholas L. Janous
Tanya Zarling
Nathan Tiegs
Kimberly M. Szymanski
Melanie L. Clausing-Miles
Lindsay L. Landers *Lt. Rescue
Robert D. Mathias
Andrew J. Roberts
Diana L. Klingler
Andrew J. Hester
Dennis W. Grulkowski
Jeffrey L. Nelson
Randy A. Tews
Dustin J. Halyburton *Pub Ed / Dive Leader
Paul G. Goetz *Lt. Engine Company
Jeffrey A. Klingler
Stacy K. Cooke
Alexandra L. Neuman
Kelly A. LaPorta
Stacy A. Seatz

11 to 15 years:

William A. Esselmann
Blake R. Karnitz *Fire Inspector / Lt. Rescue Co.
Norine C. Nelson
Robert F. Jung
John E. Zarling
John D. Schrader
Andrew W. Heidtke *Deputy Chief/Training
David M. Schwantes
Edward M. Petrarca
Nichole J. Zarling * Captain Rescue Company
Christopher C. Hoerz
Brian J. Vahsholtz *Lt. Rescue
Peter J. Pautz *Lt. Engineers

16 to 24 years:

Nathan M. Matter
Craig A. Boerner * Captain Engineers
Joseph E. Grube *Lt. Engine Company
Grant D. Witte *Safety Officer
Joel L. Bublitz
James G. Bougie
Lisa M. Boerner

25 to 34 years (Honorary Active):

Kara J. Racine
Scott E. Matusewic *Deputy Chief
Suzanne V. Ernst
Carly A. Giuliani

35 to 39 years (Honorary Active):

William H. Hintz * Assistant Chief
Gregory G. Boerner

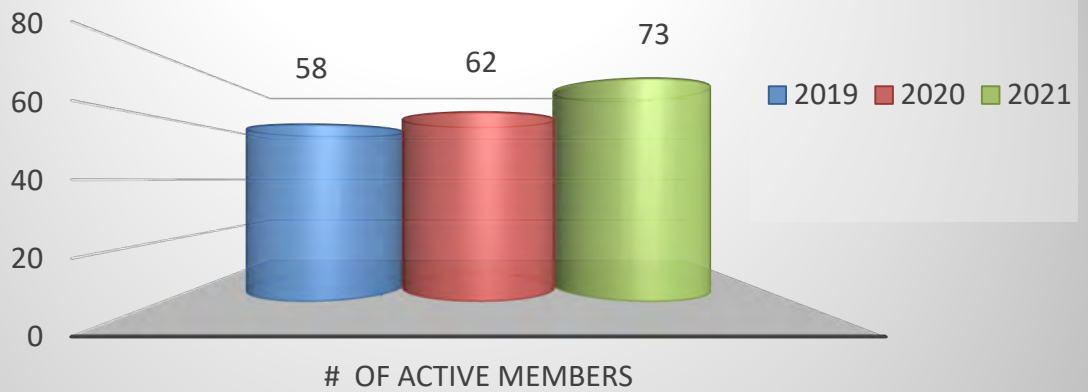
40 years and over: (Honorary Active):

Raymond R. Jung
Jeffrey J. Vahsholtz * Chief
Edward A. Bublitz

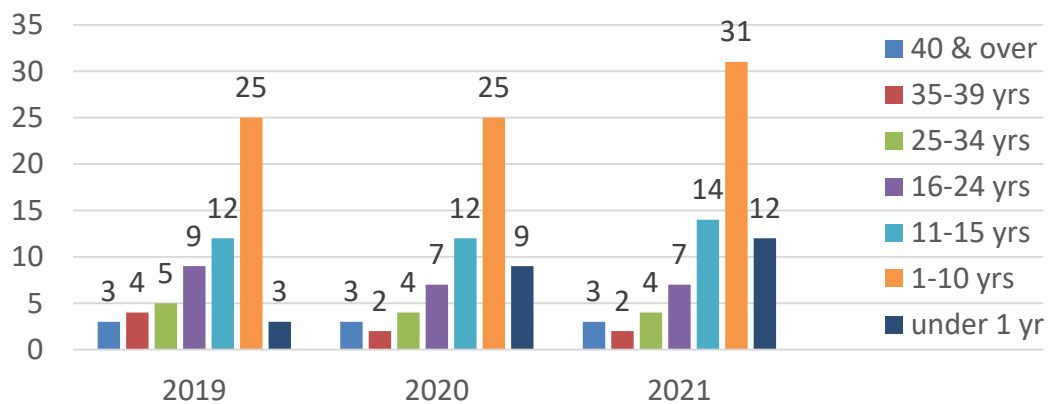
Full-Time Employed in 2021:

Joseph W. Hintz *Deputy Chief
Jason Peterson MPO/FF/AEMT

Total: 73 Active Members
*Denotes Officers/Chiefs



Members' Years of Experience





In 2021, the bell tolled one last time for the following CFD members:

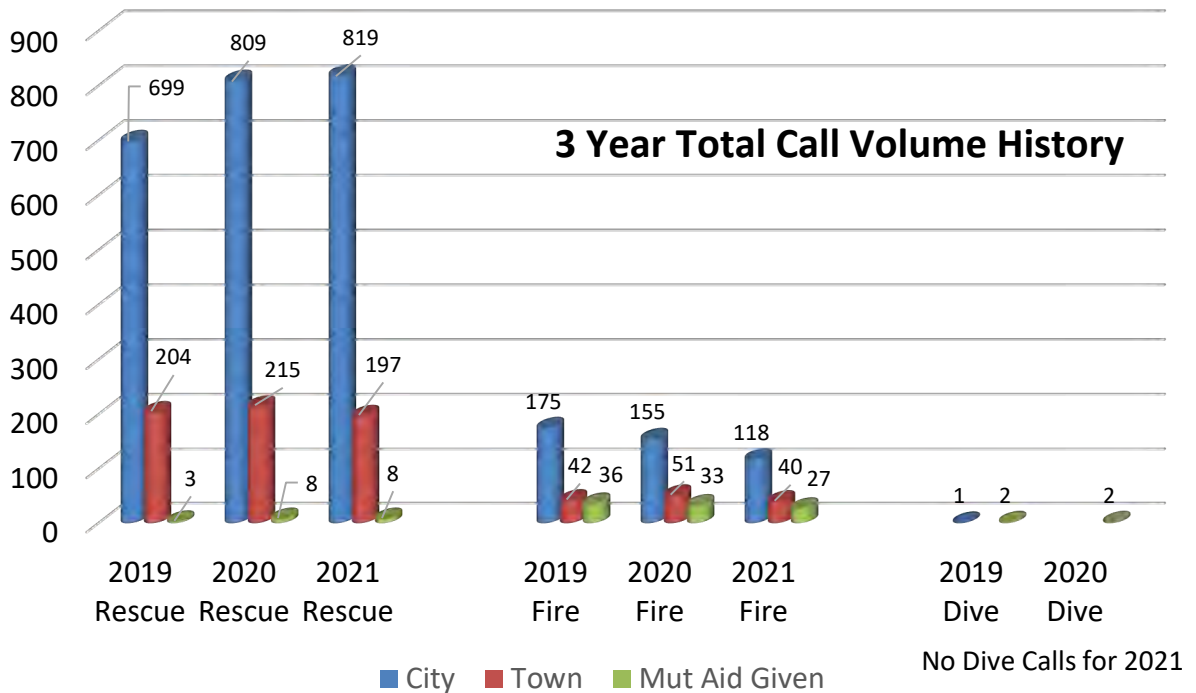
**Peter Howard Krueger
Robert (Bob) Glenn Heck
K. Kenneth Doughman**

2021

The Cedarburg Fire Department responded to a total of **1,209** incidents

	City	Town	Mutual Aid Given to other Ozaukee county departments	Total
Rescue	819	197	8	1024
Fire	118	40	27	185
Totals	937	237	35	1209

For Mutual Aid Given and Mutual Aid Received information and statistics, see Page 7 for Rescue Incidents and Page 8 for Fire Incidents.



Types of Rescue Incidents

Total EMS Rescues

City: 819 Town: 197 Mutual Aid Given: 8

Motor Vehicle Accidents

(which are counted as part of the total EMS Rescue)

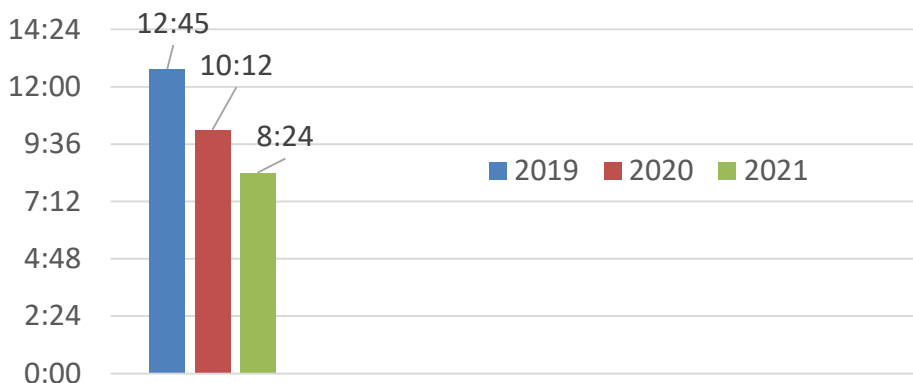
City: 22 Town: 11 Mutual Aid Given: 1

Paramedic Intercept Breakdown

Total Intercepts		
Total EMS calls	1,024	84.7% of all calls
Total Intercept Requests	369	36.0% of all EMS calls
Paramedic Transport	146	14.3% of all EMS calls

Leading into 2021, we identified that our response times were not ideal for the people we have sworn to protect. In identifying this gap in our service, we made it a priority to improve this and continue to provide a high level of service to our community and its visitors. The below chart shows how we have greatly improved our average response times across the City and Town of Cedarburg in a very short amount of time.

Average Response Time Min:Sec



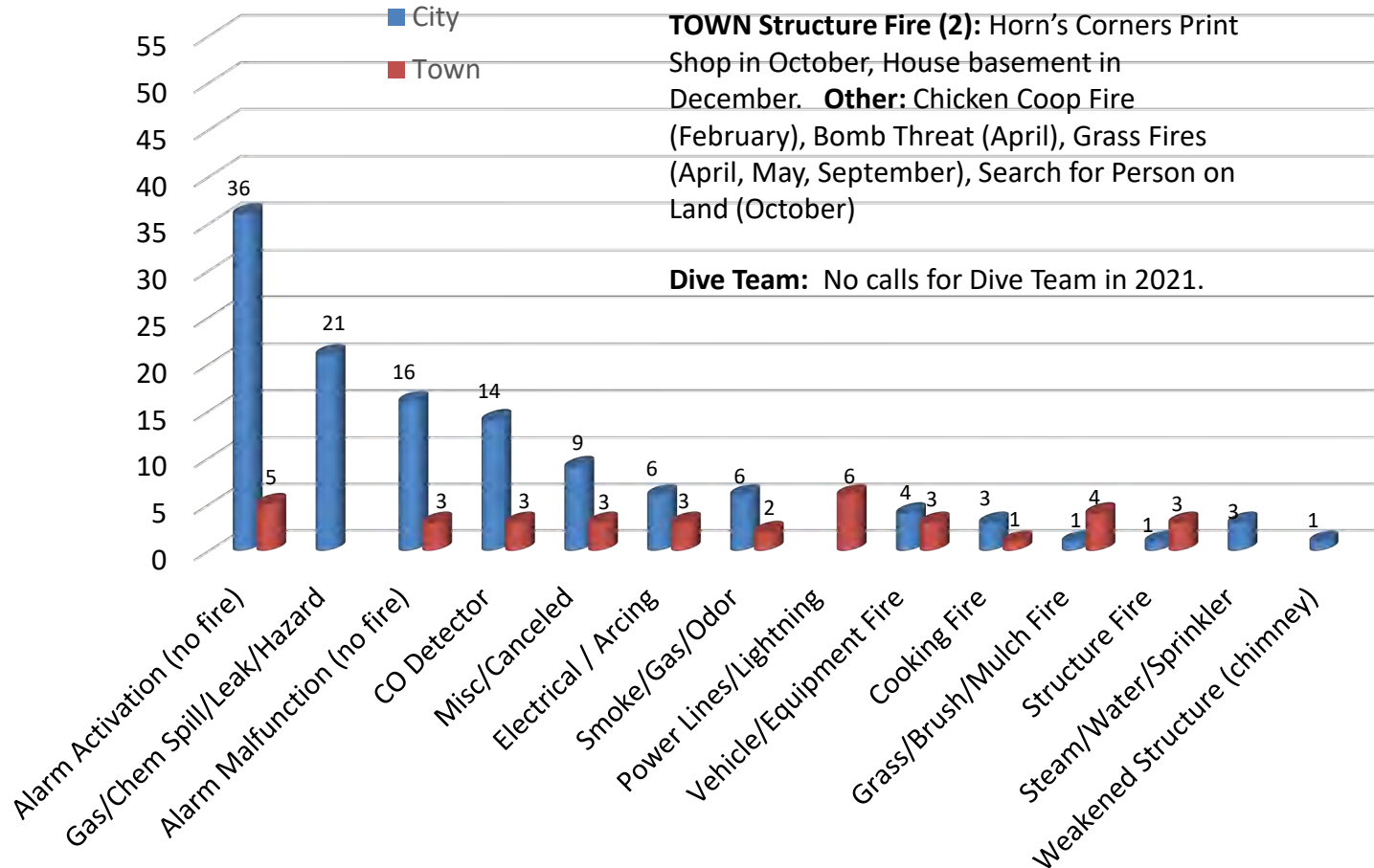
Types of Fire Incidents

City: 118 Town: 40
 Mutual Aid Given/MABAS: 27
 Mutual Aid Received: 3

CITY Structure Fires: Side-by-Side Home Garage in December.

TOWN Structure Fire (2): Horn's Corners Print Shop in October, House basement in December. **Other:** Chicken Coop Fire (February), Bomb Threat (April), Grass Fires (April, May, September), Search for Person on Land (October)

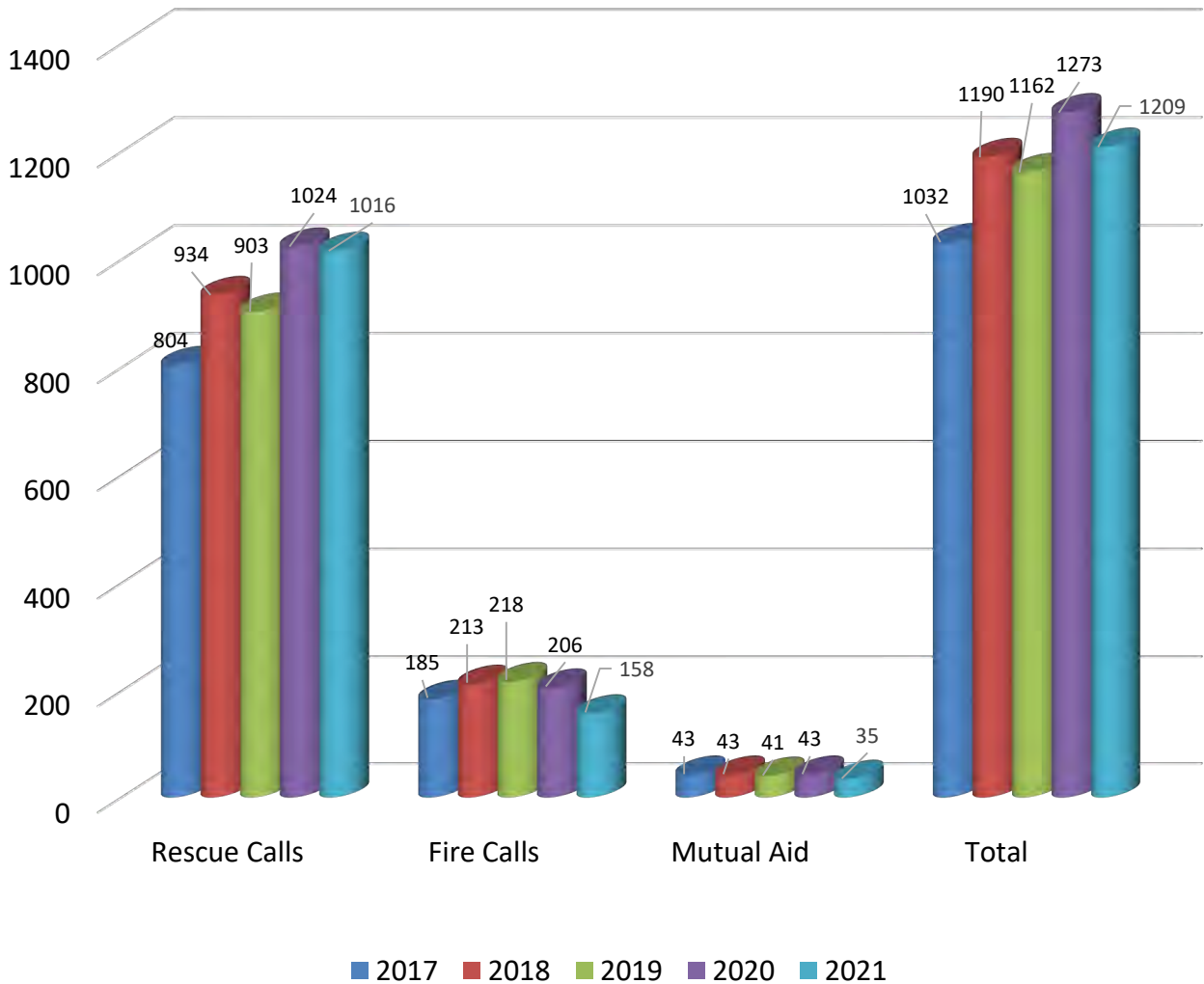
Dive Team: No calls for Dive Team in 2021.



Fires Mutual Aid Given:

- CFD responded to **MABAS (Mutual Aid Box Alarm System)** and Mutual Aid calls a total of **27 times** to assist Grafton (9), Mequon (4), Port Washington (1), Thiensville (1), Germantown (1), Menomonee Falls (1), Kenosha (1), Fredonia (2), Slinger (1) River Hills (2), Saukville (1), West Bend (1), and Jackson (2). Cedarburg assisted on 13 building fires, 1 grass fire, 1 vehicle fire, 4 cover/change of quarters, 7 that were canceled enroute and 1 response to Thiensville for burst water pipes.
- CFD Fire responded to an animal rescue in October to help a kitten that got it's head stuck in the dash of a vehicle. The police had been contacted and CFD assisted by moving the cat to a position where the head could be freed. The kitten was removed safely.

Annual Fire and Rescue Incident 5 year Comparison





MABAS Division 119 2021 Yearly Report

The Cedarburg Police Department is the lead dispatch center for MABAS (Mutual Aid Box Alarm System) Division 119 (Ozaukee County). The Mequon Police Department is the backup dispatch for Division 119. Below is a list of all MABAS calls dispatched through the Cedarburg Police Department in 2021. A MABAS call brings mutual Fire Departments into a community, not only from within our county, but also outside of Ozaukee County.

Date	Time	Agency	Location
5/21/2021	09:02	MUFD	12031 N Granville Rd (COM)
5/31/2021	14:12	SKFD	3258 Highway O (TOS)
6/22/2021	23:32	BGFD	5800 Six Mile Road (TOB)
7/16/2021	17:52	BGFD	County LL/ Jay Rd (TOB)
7/26/2021	13:15	MUFD	13603 N Martin Way (COM)
8/1/2021	10:39	BGFD	2254 Jay Rd (TOB)
8/16/2021	16:38	MUFD	1462 W Windpointe Ct (COM)
9/7/2021	12:35	GRFD	1534 E Cedar Creek Rd (TOG)
9/12/2021	17:48	PWFD	404 Wisconsin St (COP)
12/4/2021	09:54	WBFD	N5681 Cedar Valley Rd (TOF)
12/4/2021	21:07	FRFD	217 N Wilson St (VOF)
12/5/2021	06:25	FRFD	217 N Wilson St (VOF)
12/30/2021	14:05	CBFD	W71N1054 Hampton Ave (COC)

Promotions 2021



Andy Heidtke was promoted to Deputy Chief on July 22, 2021

Andy started his fire service training early on as an Explorer and became an active volunteer member in July 2006. Andy's dedication to the fire service can be seen in his achievements, with a promotion to Lt. Engine Company in 2011, and Captain of Engine Company in November 2015.

Using his training leadership, Andy sets a great example for others in the department. He served on the Truck Committee, Firemen's Park Board, as well as being named Member-At-Large and Historian. He has completed certifications for Firefighter I and II, HazMat Ops, Emergency Services Instructor I, and FEMA Incident Command courses.

In 2021, two of our volunteers were hired to be full-time paid employees for the Department. **Deputy Chief Joseph Hintz and Firefighter/AEMT Jason Peterson** will be working a 24/48 hour rotating schedule.



Volunteer Deputy Chief, Joey Hintz, was hired as a Full-Time Paid Deputy Chief on April 5, 2021.

Joey started his fire service training early on as an Explorer and became an active member of the department in July 2008. His leadership skills were quickly recognized in 2011 as Extrication Leader, which then led to a promotion in 2014 as Lt./Assistant Chief Engineer. By 2019, Joey had been promoted to Engine Company Captain/Extrication Officer. Joey was promoted to Deputy Chief in 2020 and he has completed many hours of trainings for FEMA Incident Command courses, as well as completed his certifications for Fire Officer, Firefighter I and II, HazMat Ops, Cevo 3, Driver/Operator Aerial and Pumper, Basic EMT and Advanced EMT.

Volunteer Firefighter/EMT, Jason Peterson, was hired as a Full-Time Paid Firefighter/AEMT on October 4, 2021.

Jason joined CFD in September 2016 after moving to Cedarburg from the state of New York. Jason quickly became active as a volunteer completing Firefighter I and II, Hazmat Ops, Cevo 3, Driver/Operator Pumper and EMT Basic. He completed Advanced EMT in Fall 2021 and will take Aerial Operator in 2022.

Jason is always quick to help others, takes on projects around the station, helps out at fundraising events and is an all-around great asset to the department.



2021 Training Update

In 2021, we made a few changes to our monthly training program to move most of our Department activities to Thursday evenings. Our Department training has traditionally been held on the second Thursday of the month, and will continue that way. Rescue trainings were shifted to the third Thursday and Engineers trainings to the fourth Thursday of the month. This change was made to help reduce the amount of time our volunteer members were coming to the station during the week and to help them plan ahead consistently for trainings.

Additional training continued to be delivered through our online platform TargetSolutions for the entire Department. Using TargetSolutions, we were able to categorize our trainings according to ISO standards to see how we could improve. One area of focus landed on individual physical fitness training for members.

Training highlights in 2021 included extensive brush fire training in the month of April, where we were able to hold controlled burn training in multiple wildland areas. In the late summer weeks leading up to the Wine and Harvest Festival, our training was focused on our response to simulated incidents in a crowded festival footprint.

Late in the year, our EMS volunteers were trained to use a new online platform called FOAMfrat coming in 2022. In total, our members completed over 4,600 hours of training in 2021.

See next page for chart breakdown of training type and hours.



Training Categories	4,690 Hours	Details
Fire Suppression	282 Hours 60 Hours 1,003 Hours 57 Hours 97 Hours	<ul style="list-style-type: none"> • Firefighter I and II Courses (6 members) • Fire Inspector Course (1 member) • Monthly Fire Trainings (includes Controlled Brush Burns) • Jump Seat Training (9 members) • Other training (Online, Conference, Mentorship)
EMS Rescue	1,240 Hours 80 Hours 6 Hours 696 Hours 13 Hours 57 Hours	<ul style="list-style-type: none"> • Basic and Advanced EMT Courses (7 members) • Emergency Services Instructor I (2 members) • CPR Instructor (1 member) • Monthly EMS Trainings • CEVO Driving for Ambulance • Outside online classes and Re-certifications
Engineers	264 Hours 479 Hours	<ul style="list-style-type: none"> • Motor/Pumper/Operator Courses (4 members) • Monthly Trainings (including Outside Aerial and Road Tests)
Incident Command	22 Hours	<ul style="list-style-type: none"> • All Online (Fire and EMS)
Auto Extrication Dive Team	100 Hours 181 Hours	<ul style="list-style-type: none"> • Includes Fire Nuggets Vehicle Rescue (2 days) • Includes Annual Ice Dive, Simulated Deep Dive, and Open Surface Ice Rescue
Maintenance	53 Hours	<ul style="list-style-type: none"> • Monthly maintenance on apparatus/equipment
Meetings	677 Hours	Details
Meetings	313 Hours 44 Hours 161 Hours 83 Hours 76 Hours	<ul style="list-style-type: none"> • Business Meetings • Executive Board • Officers Meetings • Committee Meetings (Safety, Awards, Mentorship) • New Member Orientation
Explorers Program	277 Hours	Details
Explorers (Age 14-18)	193 Hours 54 Hours 30 Hours	<ul style="list-style-type: none"> • Monthly Trainings (includes Physical Fitness) • Monthly Meetings • Service Work <p>*Agility Challenge canceled for 2nd year in a row</p>
Grand Total	5,644 Hours	



2021 Engine Company Update

During 2021, the **Engine Company** did a great job of staying on top of equipment checks, SCBA checks, and assisted in training new members to get them ready to respond to calls after they completed Firefighter class. We accomplished our hose testing on 9/11/2021, which included 17,225 feet of hand lines and water supply lines. From that, only 200 feet of hose was deemed not usable due to minor holes or aging. Cedarburg had the largest amount of hose tested in Ozaukee county. We also added new rubber hand lines to our engines to assist with dumpster and vehicle fires.

We were able to update two of our positive pressure fans to help us with ventilation, and also for rehab for our firefighters. The fans are equipped with a 90-minute battery, with the ability to plug into an outlet, making them more user-friendly in large structures and apartment buildings.

Engine Company spent the last year focusing on fire safety for citizens and visitors, who attend the Cedarburg Festivals, by placing fire hose in strategic locations and by mapping hydrants. With the standardizing of locations of fire apparatus, Engine Company increased our effectiveness during fire emergencies that could occur during these events.

Maintaining our personal safety equipment is a must at CFD and pre-planning for the worst scenarios is what keeps us a step ahead of all others. Testing and training with our SCBA, mask fit testing, flow testing and hydro-testing were all performed in 2021.



2021 Rescue Company Update

In 2021, the effects of the COVID-19 pandemic continued on from 2020, at one point reaching its highest peak. While we did not see a higher call volume than the previous year, we still saw a significant increase from the years prior to the pandemic. We continued to battle equipment backlogs and shortages, when one got better, something else seemed to experience a shortage. Because of this, we had to frequently monitor our stock to keep up.

The Rescue Company was focused on improving service to the communities we serve in 2021, and added a first response vehicle to the fleet. The addition of this vehicle allows our volunteers to take the vehicle, a 2021 Chevrolet Traverse equipped with medical equipment, home and respond directly to the scene of an EMS incident. This means someone arrives on scene sooner to provide a high level of care to the patient and give direction to other incoming units. It has proven its worth and has aided in significantly lowering our response times across both the City and Town of Cedarburg.

As always, the EMTs of the department are Rescue Company's most valuable assets. Our department and our community owe everything to these dedicated men and women who continue to sacrifice their time to help their neighbors. Time and time again they step up when the demand for our services increases and the time commitment needed for training rises.



2021 Engineers Update

2021 provided a much needed sense of normalcy and a return to department activities and trainings for the CFD Engineers. Our MPO's and HEO's spent several hours during scheduled monthly evenings working on pumping, aerial operations and apparatus driving. Time was also spent on projects throughout the year. Members provided maintenance on the dry hydrants and cisterns and also kept up on our listed water sources within the town to evaluate the effectiveness of them.

In 2021, we were proud to see 4 members complete the state certified course to become MPO's.

Shown at right:

AJ Hester, Nick Janous, Jeff Klingler and Eddie Lanser will be promoted in 2022 after completing all the necessary in house trainings.



2021 Explorers Program Update

Cedarburg's Explorer Post is one of the last remaining posts in the county. The post remains strong, with 11 active explorers. The explorers have continued to deepen their knowledge about the fire service, by consistently training, studying, and working with the Cedarburg Fire Department.

The Explorers are led by a member of the Cedarburg Fire Department, AEMT Chris Hoerz, and helped by various other members of the department who have been trained in youth leadership.

A new training and fitness initiative has been introduced to the Explorer program, Explorers meet on a weekly basis and workout, train, and study together. The Explorers have continued to train rigorously for the Explorer Combat Challenge, they hope to host their own combat event this coming year. The Explorers raised funds by working at Maxwell Street Days, Electronic Recycling Events, and other department fundraisers. The Explorer post also participated in the Kapco Kids2Kids Toy Drive, they donated toys and gifts to the charity event.



2021-2022 Explorers:

Colt Cofta	Brandi Mathias
Nadia Frohmader	Katie Matusewic
Tyler Hoerz	Riley Olson
Alex Irato	Zachary Rusch
Nick Kelley	Maria Seatz
	Isabella Seatz

AWARDS

The Cedarburg Fire Department held our annual Awards and Recognition program on September 11, 2021 to recognize member accomplishments from 2020. We turned it into a special outdoor event at City Park, including lunch, provided by the Cedarburg Lion's Club and live music performed by the Milwaukee Tool Band.

A presentation of colors flag ceremony by the American Legion Peter Wollner Post of Cedarburg was very memorable to commemorate 9/11 on its 20th anniversary. Singing acapella, the National Anthem was performed by a member of the Milwaukee Tool Band.

It was a great afternoon to give members awards for service and special recognition and to say **THANK YOU** to not only all of our volunteer members, but also to their families who support them and the department as well.



The **50 year award** is presented to a member that truly gives 50 years of continuous service to the department and our community. **Mark Roberts** joined the department on August 4, 1971. He was an active firefighter for 25 years before transferring to Passive status. Early in his career, he completed his basic firefighting course and advanced first aid. He was known as one of the Doerr Electric crew for daytime calls. Mark has rarely missed a department meeting or a fundraising event at Firemen's Park during his fifty years in the department. He can recall anything you want to know about the days of the stock races at the Park and/or the Music Festivals. These days, when Mark is not working at Lasata, he is here to lend a hand at the station, whether it be to keep the flowers looking good out front, or to regularly clean the station – he takes pride in his work and in the department!

50 Years of Service Award Presented to Mark Roberts



AWARDS (continued)

The following service awards were also presented at the Awards Picnic in September to both honorary and active members:

30 years:

Suzanne Ernst

25 years:

Henry Beyer
Elke Hoffmann
Steven Stauske
Douglas Campbell
John Glorioso
Philip Jung
Dave Goggin
Jennifer Haraway
Randy Miller

20 years:

Grant Witte

15 years of service:

Andy Heidtke
Christopher Hoerz
Peter Pautz
Matt Petrarca
John Schrader
Dave Schwantes
Brian Vahsholtz
Nichole Zarling

10 years:

Stacy Cooke
William Esselmann
Blake Karnitz
Kelly LaPorta
Alexandra Neuman
Stacy Seatz

5 years of service:

Dennis Grulkowski
A.J. Hester
Diana Klingler
Robert Mathias
Jeff Nelson
Jason Peterson
Randy Tews

First Responder of the Year Awards:

The following members were recognized during the Awards Picnic for responding to the most calls for the year prior (2020) in 3 categories: Fire, Rescue, and Total Overall (both fire and rescue)

In 2020:

- **Nick Janous** responded to **98** fire calls.
- **Lindsay Landers** responded to **268** rescue calls.
- **Suzanne Ernst** responded to **354** total calls for both fire and rescue

Nick Janous and Sue Ernst shown below with First Responder recognition plaque.



Fire Apparatus 2021

In 2021, the department took delivery of a **2021 Chevrolet Traverse** to be utilized as a **First Response Car (156)**. This vehicle was purchased to help EMS crews provide faster patient care with a quick response from a first responder before the ambulance arrives. The vehicle has an AED, oxygen and a medical bag on board. **Purchase price:**



All fire apparatus shown here and on the next several pages was donated to the residents of Cedarburg by Cedarburg Firemen's Park Inc. No tax payer dollars were spent to purchase apparatus.

ENGINE 163



Engine 163 is the first due engine out of Station 1.

Purchase price: \$685,000

Specifications include:

- 2016 Pierce Quantum 6-person chassis
- 500 hp DD13 Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Pierce PUC pump
- 1,000 gallon water tank
- 25 gallon Class A foam tank
- 20 kW Harrison hydraulic generator

Fire Apparatus 2021(continued)

Engine 161 is the second due engine out of Station 1.

Purchase price: \$460,000

Specifications include:

- 2004 Pierce Quantum 6-person chassis
- 515 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Waterous pump
- 1,000 gallon water tank
- 25 gallon Class A foam tank
- 15 kW PTO driven generator

ENGINE 161



TENDER 164



Tender 164 is third due out of Station 1 for rural fire calls.

Purchase Price: \$500,000

Specifications include:

- 2020 Kenworth T880, 2-person chassis
- 600 hp Cummins X15 engine
- Allison automatic transmission
- 1500 GPM Waterous pump
- 3,000 Gallon water tank
- (2) 3,000 Gallon portable water tanks

Fire Apparatus 2021 (continued)

Ladder Tower 159 was the first aerial platform in Ozaukee County. It has the ability to operate with up to 800lbs of weight at the tip and can operate at an elevation of 5 degrees below the level of the truck. The aerial platform also has a “pre-piped” waterway which allows the apparatus to be quickly placed into operation as an elevated master stream, which can flow up to 1000 GPM of water. The truck was rebuilt in 2000, with the biggest change being an interlock safety ladder system.

Ladder Tower 159 is the third unit to respond out of Station 1 for city calls and the fourth unit out for rural calls.

Purchase price:
\$500,000



Specifications include:

- 1988 Pierce Arrow 7-person chassis
- 475 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Waterous pump (no on-board water tank)
- 105 ft. aerial platform
- 12 kW generator

TOWER 159

Engine 162 responds out of Station 2, located in the Town of Cedarburg.

ENGINE 162



It's primary purpose at rural fire scenes is to draft from a portable folding tank or other static water source, and supply water to the incident.

Purchase price: \$560,000

Specifications include:

- 2009 Pierce Quantum 6-person chassis
- 525 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Pierce PUC Pump
- 1,000 gallon water tank
- 25 gallon Class A foam tank
- 20 kW PTO driven generator

Rescue Apparatus 2021

Ambulance 151 and 152 both respond out of Station 1. Running roughly three quarters of CFD's calls annually, they provide Emergency Medical Services (EMS) and patient transport to area hospitals.

Purchase price: \$204,000 each

AMBULANCES 151 and 152

Specifications include:

- 2012 Kenworth T270 chassis
- PX6 Paccar Diesel engine
- Allison automatic transmission
- Medtec ambulance module



SQUAD 153

Squad 153 is the first due apparatus out of Station 1 for motor vehicle crashes, industrial accidents and carbon monoxide (CO) incidents.

Purchase price: \$500,000

Specifications include:

- 2006 Pierce Quantum 6-person chassis
- 425 hp Detroit Diesel engine
- Allison automatic transmission
- 19 ft. walk-through body with seating for 7
- 30 kW PTO driven generator
- (2) 20 ft. light towers (4.5 kW each)

Specialty Apparatus 2020

Brush Truck 158 responds out of Station 2, located in the Town of Cedarburg. Aside from brush fires, 158 has the capabilities to run as a first responder vehicle for EMS related incidents and also carries the needed equipment to respond to motor vehicle crashes.

Purchase price: \$110,000

Specifications include:

- 2006 GMC 5500 4x4 5-person chassis
- Duramax Diesel engine
- 250 GPM Darley pump
- 240 gallon water tank
- 5 gallon Class A foam tank



Brush Truck 157 is first to respond out of Station 1 for brush fires.

Purchase price: \$28,000

Specifications include:

- 1989 GMC 3500 1-ton 4x4 pickup truck
- 454 cubic inch fuel-injected V8 engine
- 135 GPM Darley pump
- 200 gallon water tank
- 5 gallon Class A foam tank

The Dive Trailer (shown above with 157) is a 1998 cargo trailer located at Station 1. It responds for all dive/water rescue incidents and any other situations deemed necessary by the Chief.

The trailer was donated in 2002 in memory of two first responder brothers who lost their lives on 9-11-2001.

Members of CFD designed and refurbished the trailer to meet the needs of the department.

Cost to refurbish: \$20,000

Ambulance Cart and Kubota purchased in 2017



B.E.R.T. (Bicycle Emergency Response Team) Used for EMT's to respond quickly and safely to rescue incidents in crowded areas of downtown.

Specialty Apparatus 2020 (continued)



Utility 155 (shown above) is a 2019 Chevy 2500HD 4x4 pick-up truck. It is primarily used to pull the Dive Trailer. It can also be utilized for school transport, scene support, or as a first responder vehicle. Purchase price: \$60,000

Utility Truck 154 is a 2015 Chevrolet Tahoe 4x4. Utilized by the fire inspector, for training and for special events. Purchase price: \$51,000



Command Vehicle 156 is a 2013 Chevrolet Suburban 4x4. 156 is utilized by the on-duty Chief Officer. It has the capabilities to be set up as a command post for any incident.

Purchase price: \$80,000

Antique Fire Equipment

The Cedarburg Fire Department has a collection of five pieces of antique apparatus housed in the Station 3 museum. Always a favorite at the parades and shows!

- **1907 horse-drawn Howe pumper along with a 1907 man-drawn hose cart.** Picture shown below.



- **1928 Pirsch pumper.** Picture (top) above. Originally purchased new by CFD and then purchased back from other owners and restored.
- **1924 Graham/Dodge pumper.** Picture (bottom) above. The first motorized fire truck in the department. Both pumps are still driveable.

- **1956 FWD (now Seagrave Fire Apparatus) Geesink Ladder Truck.** The 85-foot unit was purchased in May 1957. In March 1976 it was empowered with a Detroit G-71 diesel engine. In the spring of 1978, the body and ladder was repainted and refurbished to include an enclosed cab. Original purchase price: \$35,000 In 2002, CFD purchased it back from Bristol FD for \$5,107

FIRE/EMS STANDBY

Cedarburg Festivals and Other Events

Cedarburg Festivals have always been a very important part of the community, with thousands of people attending from surrounding cities and towns, as well as states!

In 2021, the festivals and other activities in Cedarburg started to come back by summertime, as restrictions from Covid-19 started to change. The July 4th parade brought many people out to celebrate and enjoy the parade and fireworks. Country in the Burg expanded into a 2-day weekend event. And the County Fair brought back musical performances, grandstand events and daily activities. It wasn't until September when the first major festival, Wine & Harvest, was held in Cedarburg bringing in people from surrounding areas on a beautiful warm weekend.

CFD volunteer members were ready and on stand-by for the following events during the year:

- Parade and Fireworks (July 4th)
- Rotary Music Festival (August 8th)
- Country in the Burg (August 27th & 28th)
- County Fair (July 28 thru August 1st)
- Wine & Harvest Festival
- Christmas Parade (November 27th in Grafton)

In 2021, our EMS and Fire personnel logged over 2600 hours standing by ready to respond with our ambulance cart, Fire UTV and bicycle teams to quickly get through the festival crowds.



Public Education and Community Outreach

Our Public Education activity was still impacted in 2021 as a result of COVID-19. As members' comfort levels with COVID-19 began to improve, it allowed us to have more station tours, fire education and rescue education programs at the firehouse. As community events started back up, we were able to make a presence in the community as well.

April 7th	Firefighter Presentation/Visit with Girl Scout Troop
April 15th	Firefighter Presentation/Visit with Boy Scout Troop
June 8th	Tour of Fire Station with Thorson 2 nd Graders
October 15th	Fire Safety in the Home Presentation for 4K at Parkview Elementary

Other activities open to the public at the Fire Station included:

June 23rd	Safety Town / Survive Alive House (3 sessions; 90 kids total) fire safety instruction for incoming kindergarten and 1 st graders in 2021
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Because of it's success in 2020, we held two drive thru/curbside pickup Brat Fry events at Firemen's Park in 2021. One in May and one in June - this service had become popular as the new "norm".

October 6th Open House at Station 1

This event included fun activities for community families, with over 30 volunteer members at the station to answer questions about the fire service, hand out fire prevention information and items for the kids. All fire and rescue emergency trucks were pulled out of the station for the public to see up close.



Past to Present

In 1866, the Cedarburg community had men with great vision that founded the Cedarburg Fire Department. The original members of the fire department, with help from other community members, took great pride in constructing their first firehouse. Members were required to donate work time and two (\$2) dollars each toward the construction costs of the firehouse. Masons Fred Asche and John Weber, with help from a master carpenter Mr. Voistehn, donated much of their time to building the structure.

Today, the building's owner is Stan Larson; and it is the present site for Downtown Dough located at W63N658 Washington Avenue. With Mr. Larson's vision and his wish to recognize the original firehouse, a dedication ceremony was held and the building now displays a plaque which speaks of the department's first Fire Chief Fred Schatz and his vision in 1866 to create a self-supporting fire company – a tradition that still endures today. By 1908, the department finally moved to its quarters to Mequon Avenue; known today as Station 3, a museum of antique apparatus and equipment, with plans to be renovated.



The dedication was held on June 11, 2021 (exactly 154 years to the date of the original firehouse meeting on June 11, 1867). Mr. Larson unveiled the customized plaque and presented a check for \$500 to the department, the original paid price for the property.



Rich Van Dinter, William Koeppen, Stan Larson and Chief Jeffrey Vahsholtz holding a gift to the fire department from Mr. Larson – framed original deed of the building and pictures from the June 11th dedication.

Fire Safety Building Inspections

The difficulties that were faced with the pandemic in 2020 continued into early 2021. Due to rising concerns and new variants of COVID-19, inspections were again postponed for a portion of the year, as they were in 2020. 2021 saw the return of festivals, County Fair and Country in the Burg which added to our inspectors' workloads, all of which continued to be safe events due to the actions and direction of our inspectors, and cooperation with other agencies and City departments. The Bureau again encountered the use of tents and other structures, which presented additional fire and life safety concerns, by local establishments to aid in spreading out their patrons to keep them healthy. We wanted to be proactive and provided firm but fair direction to these businesses on their use of these "temporary structures" to ensure that fire and life safety codes were enforced and the businesses and their patrons were safe. The Inspection Bureau continued to endure and adapt and was able to complete a total of 763 inspections between the Town and City of Cedarburg. We are hopeful that things will begin to return to "normal" in 2022, and inspection totals will increase back to pre-pandemic totals. Even as call volumes rise, fire prevention and life safety are a top priority for the department, and the Inspection Bureau continues to ensure that our community and those that visit it are safe.

Inspections 2021

City Inspections:

Semi-annual: 628

Premise inspections: 35

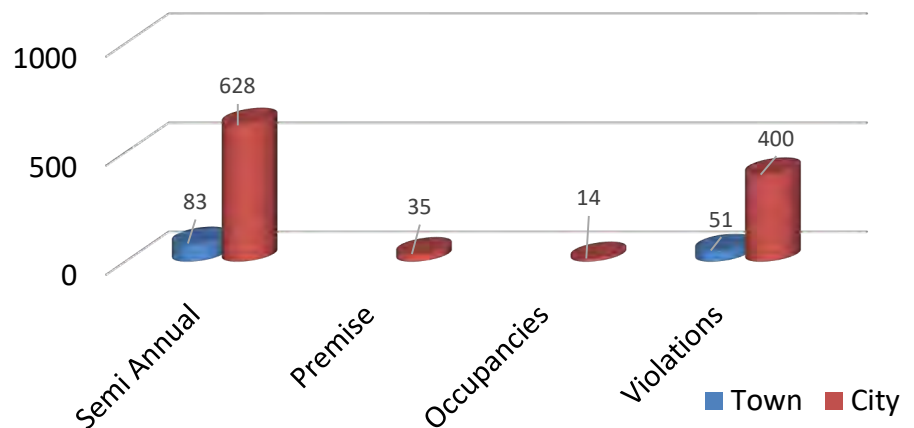
New occupancies: 14

Violations found: 400

Town Inspections:

Semi-annual: 83

Violations found: 51



Following the amount of new construction that had occurred in 2020, including the additions to the schools, 2021 may not have had the same quantity of building, but it was sizeable. A large new manufacturing building was built in the City's Highway 60 Business Park, and due to its size a considerable amount of time was dedicated to ensuring this building would be up to code. A considerable amount of time was also committed to testing of the systems installed in this building. The Bureau completed three (3) plan reviews, two (2) Sprinkler System reviews and one (1) Fire Alarm System review. There are many new building projects slated for 2022, so we are looking forward to another year of new and safe building.

2021 DEPARTMENT ACCOMPLISHMENTS

- We continued to work with the City/Town Ad Hoc Committee on a plan and a sustainability plan that would allow us to remain on our own without consolidation.
- We also continued to work with the nine Ozaukee County Fire Departments and administrators on what a possible consolidation would look like and its associated costs.
- We put together a working group that has started the process of looking into replacing our ambulances. They have made several trips to look at other department's ambulances and talk with the members of those departments to get feedback on their current ambulance.
- We recruited 12 new members into the department, further developed our mentorship program, and worked on retaining current members through training and leadership skills.



2022 DEPARTMENT GOALS

- Reduce our EMS response times to help those in need.
- Start the process of creating our own Paramedic program.
- Continue to work on both a stand-alone program and a consolidation program to present to the City and Town for consideration.
- Continue to recruit and retain department members.

Cedarburg Fire Dept Rescue Squad
Balance Sheet
As of December 31, 2021

ASSETS

Current Assets

Checking/Savings

Commerce State Bank Receivables	500.00
Commerce State Bank MMA	890,188.38
Commerce State Bank Checking	<u>137.20</u>

Total Checking/Savings **890,825.58**

Accounts Receivable

Andres Billing Accounts Rec	326,799.59
Accounts Rec EMS Billing	<u>6,122.68</u>

Total Accounts Receivable **332,922.27**

Other Current Assets

Equipment Replacement Accounts	250,000.00
--------------------------------	------------

Total Other Current Assets **250,000.00**

Total Current Assets 1,473,747.85

TOTAL ASSETS **1,473,747.85**

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Truck Replacement Fund	1,048,290.61
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Total Other Current Liabilities 1,048,290.61

Total Current Liabilities 1,048,290.61

Total Liabilities **1,048,290.61**

Equity

Retained Earnings 25,000.00

Net Income 400,457.24

Total Equity **425,457.24**

TOTAL LIABILITIES & EQUITY **1,473,747.85**

Cedarburg Fire Department
Balance Sheet
As of December 31, 2021

ASSETS

Current Assets	
Checking/Savings	
Commerce State Bank Checking	5,121.74
Commerce State Bank Money Mkt	<u>50,004.21</u>
Total Checking/Savings	55,125.98
Total Current Assets	55,125.98

TOTAL ASSETS **55,125.98**

LIABILITIES & EQUITY

Liabilities	
Current Liabilities	
Other Current Liabilities	
Explorers Account	5,122.84
Total Other Current Liabilities	5,122.84
Total Current Liabilities	5,122.84

Total Liabilities **5,122.84**

Equity	
Retained Earnings	50,000.00
Net Income	<u>3.14</u>
Total Equity	50,003.14

TOTAL LIABILITIES & EQUITY **55,125.98**

**CITY OF CEDARBURG
COMMON COUNCIL
June 13, 2022**

**CC20220613-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, June 13, 2022 at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers and online utilizing the Zoom app.

Mayor O’Keefe called the meeting to order at 7:00 p.m.

Roll Call: Present - Mayor Michael O’Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Angus Forbes (7:45 p.m.)

Also Present - City Administrator Mikko Hilvo, City Attorney Michael Herbrand, Deputy City Clerk Amy Kletzien, Director of Engineering and Public Works Mike Wieser, City Planner Jon Censky, interested citizens and news media

STATEMENT OF PUBLIC NOTICE

At Mayor O’Keefe’s request, Deputy City Clerk Kletzien 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. Citizen’s present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

NEW BUSINESS

OATH OF OFFICE – PATROL OFFICER WYATT ECCLESTONE

Deputy City Clerk Kletzien administered the Oath of Office to Patrol Officer Wyatt Ecclestone.

PRESENTATION

Library Director Pierschalla provided a background on the Library Board, budget figures, and goals in presenting the 2021 Annual Library Report for the Cedarburg Public Library, along with highlighting the following information:

- Visits to the Library – 89,129
- Registered Users – 12,310
- Materials Circulated – 167,978
 - Children’s Materials – 73,837
- E-Books Checked Out – 16,624
- E-Audiobooks Listened to – 14,396
- Public Computer Users – 4,465
- WiFi Users – 18,776

The biggest challenges for the Library are employee retention, career growth, and compensation.

Council Member Bublitz explained that she learned how important the Library is to our community when she worked at the Library. The statistics in relation to our population is staggering. People are taking advantage of this incredible value and she thanked the staff for their contributions.

NEW BUSINESS – CONTINUED

DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2022-18 HONORING KATHY HUEBL

Motion made by Council Member Thome, seconded by Council Member Bublitz, to approve Resolution No. 2022-18 honoring Kathy Huebl. Motion carried without a negative vote with Council Member Forbes excused.

DISCUSSION AND POSSIBLE ACTION ON CLASS “B” FERMENTED MALT BEVERAGE AND “CLASS B” INTOXICATING LIQUOR (ON OR OFF-PREMISE CONSUMPTION) LICENSE RENEWAL FOR THE CHEESE WEDGE, LLC, P.O. BOX 698, SLINGER, WI 53086, JESSICA YOUSO, AGENT, PREMISES TO BE LICENSED: N56W6339 CENTER STREET, KNOWN AS THE WEDGE 53012 “UNCORKED”

City Administrator Hilvo explained that the Cheese Wedge has been granted a temporary occupancy permit and are on schedule to open this month.

Jessica Youso explained her challenges to renovating this building and looked forward to opening this weekend.

In answer to Council Member Arnett’s question, Jessica Youso explained that she will use the full liquor license to serve full size drinks and offer a bloody mary bar soon. Council Member Arnett explained that the City needs to be protective of the “Class B” liquor licenses and he expressed support.

Motion made by Council Member Verhaalen, seconded by Council Member Thome, to approve a Class “B” fermented malt beverage and “Class B” intoxicating liquor (on or off-premise consumption) license renewal for the Cheese Wedge, LLC, P.O. Box 698, Slinger, Wi 53086, Jessica Youso, agent, premises to be licensed: N56W6339 Center Street, known as the Wedge 53012 “Uncorked.” Motion carried without a negative vote with Council Member Forbes excused.

DISCUSSION AND POSSIBLE ACTION ON FINAL PLAT APPROVAL OF THE FAIRWAY VILLAGE PHASE 2 ADDITION NO. 1 SUBDIVISION

Planner Censky explained that the applicant is requesting final plat approval of the Fairway Village Addition No. 1 (second/final phase) which consists of seven (7) townhome buildings (14 units) and thirty (30) single-family lots that range in size from 8,128 to 17,369 square feet. Council Members were reminded that the first phase of this subdivision was approved at this time last year, and construction of homes within that phase is well underway. In addition, the

applicant received approval of the development agreement for this phase at the last Common Council meeting and the street tree planting plans were approved for the entire subdivision as part of the first phase.

He noted that this phase is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat. Accordingly, staff recommends approval subject to:

- Show drainage and utility easements on the plat. Addition of a 12 foot-wide drainage easement.
- All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.
- As with the first phase, the developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.
- This subdivision includes the full complement of improvements as required in the City's Subdivision Ordinance and all infrastructure plans (i.e., sewer, water, storm sewer, road, sidewalk, grading, drainage, and erosion control) and shall be reviewed and approved by the City Engineer.
- Individual homeowners are responsible for verifying suitable subsoil conditions in conjunction with the home construction.

Motion made by Council Member Thome, seconded by Council Member Bublitz, to approve the Final Plat of the Fairway Village Phase 2 Addition No. 1 Subdivision including staff comments. Motion carried without a negative vote with Council Member Forbes excused.

DISCUSSION AND POSSIBLE ACTION ON CHANGE IN USAGE OF LIGHT & WATER SITE ON LAYTON STREET FROM OUTSIDE STORAGE TO A PARKING LOT

Planner Censky explained that North Shore Soccer Club has approached the City with a request to lease the vacant site located at the northeast corner of Layton Street and the Interurban Trail. This property is owned by Cedarburg Light & Water and is currently being used for outside storage. The Club is hoping to lease the site for a period of five (5) years and construct a gravel parking lot to serve the Club's overflow parking demands. While the soccer club's existing parking lot is sufficient to handle the day-to-day demands of regular soccer use, it falls short when they host tournaments or have high profile games. Since no structures are being proposed and the request is for a short-term lease, the Council is simply being asked to recommend the change in use from existing outside storage to a gravel parking lot. It was unanimously approved by the Plan Commission on June 6.

Council Member Arnett expressed concern for agreeing to a five year lease without some type of flexibility for future development. He suggested adding that the City will need to payback North Shore Soccer Club for their expenses for gravel and fencing if a development is proposed for the property before the end of the lease.

Motion made by Council Member Verhaalen, seconded by Council Member Simpson, to approve change in usage of Light & Water site on Layton Street from outside storage to a parking lot with an added termination clause in the case of a proposed development before the

end of the five year lease. Motion carried without a negative vote with Council Member Forbes excused.

DISCUSSION AND POSSIBLE ACTION ON DECLARATION OF CONDOMINIUM FOR MILL TOWN HOMES LOCATED AT THE NORTHEAST CORNER OF MILL STREET AND HANOVER AVENUE

Planner Censky reminded the Common Council that in 2020 the applicant received approval of his amended TIF plan and rezoning for the back portion of his Mill Street property to construct two, two-story townhomes. Instead of maintaining ownership of the town homes as rental units, he will be selling them as owner occupied condominium units and therefore, he has prepared documents for their review and approval. The documents were drafted in accordance with Chapter 703 Condominiums of the Wisconsin State Statutes and serve as the master deed or bylaws that affect and define the rights and obligations of co-owners of these condominium townhomes and will be recorded in the Ozaukee County Register of Deeds office. The Plan Commission reviewed the documents at their April 4 meeting and recommended approval by unanimous vote.

Council Member Thome confirmed that it will be the responsibility of the individual owner for snow removal.

Motion made by Council Member Bublitz, seconded by Council Member Burkart, to approve the Declaration of Condominium for Mill Town Homes located at the northeast corner of Mill Street and Hanover Avenue. Motion carried without a negative vote with Council Member Forbes excused.

DISCUSSION AND POSSIBLE ACTION FOR APPROVAL OF ROCK CRUSHING PERMIT FOR BMCI CONSTRUCTION INC. AT N49W6337 WESTERN RD

Director Wieser explained that P2 Development along with BMCI Construction Inc. is requesting approval for a rock crushing permit for the Fox Run Development at N49 W6337 Western Road. Their plan is to crush the concrete and masonry block on site to be used for gravel. The crushing would take place between 7:00 a.m. – 4:00 p.m., Monday through Friday, beginning July 1.

Council Member Burkart inquired on the decibel level of the rock crushing. Bob Bach stated that the noise is moderate, and they did not receive any complaints during a Mequon project. It is the best option and is an environmentally sound plan to recycle the material on site.

In answer to Council Member Burkart's concern for the noise this summer when children are home from school, Bob Bach agreed to start the rock crushing after school begins.

Motion made by Council Member Verhaalen, seconded by Council Member Simpson, to approve a Rock Crushing Permit for BMCI Construction Inc. at N49W6337 Western Avenue as amended to begin rock crushing late August/early September. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON REQUEST FROM CEDARBURG FESTIVALS INC. TO WAIVE POLICE AND DPW FEES FOR STRAWBERRY FESTIVAL

City Administrator Hilvo explained that Festivals of Cedarburg is requesting to have Police and Dept. of Public Works fees waived for Strawberry Festival. The estimated cost for police protection is \$18,000 and \$12,000 for DPW assistance in setup, which includes setting up/moving safety barriers as needed. The cost for both services has increased to ensure the safety of the public attending the festival. Staff is seeking approval to utilize ARPA funds to help offset the police and DPW costs for providing security for Strawberry Festival. The utilization of ARPA funds for public safety is an acceptable use.

Discussion ensued about the need to approve the full \$30,000 for services provided to Festivals, as they should have planned for most of the cost before the added security and help, to ensure the safety of attendees. It was added that TP&D recently gave \$10,000 to Festivals for up front costs that will be used first. Concern was expressed for the future of Festivals if the weather is bad for Strawberry Festival because that money is used for the less profitable festivals and could jeopardize future festivals. City Administrator Hilvo said that \$30,000 would help their fund balance for future festivals.

Motion made by Council Member Arnett, seconded by Council Member Simpson, to approve a \$10,000 ARPA payment for Cedarburg Festivals, Inc. to pay for part of the Police and DPW fees for Strawberry Festival with financial justification required to consider any additional funding. Motion carried with Council Members Bublitiz, Arnett, Burkart, Simpson, Thome, and Forbes voting aye and Council Member Verhaalen voting nay.

DISCUSSION AND POSSIBLE ACTION ON OUTDOOR ALCOHOL BEVERAGE LICENSE APPLICATION FOR STAGECOACH INN, W61N520 WASHINGTON AVENUE

Planner Censky explained that the applicants are requesting approval of an Outdoor Alcoholic Beverage License to be able to serve drinks in the rear yard gathering area behind the Stagecoach Inn. The rear yard of this area is boarded by adjacent buildings and/or parking lots and is somewhat secluded and customer seating is to be within the fenced in area as indicated in their site plan. Ingress/egress to this area will be controlled by the applicant. These plans were unanimously approved by the Landmarks Commission. The Plan Commission recommended approval subject to the applicant submitting a scaled drawing of their site.

Motion made by Council Member Bublitiz, seconded by Council Member Simpson, to approve an Outdoor Alcohol Beverage License for Stagecoach Inn, W61N520 Washington Avenue with the agreement that the owners will monitor the perimeter where alcohol is consumed and submit a scaled drawing of their site. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON 2023 HEALTH INSURANCE PLAN FOR CITY EMPLOYEES

City Administrator Hilvo explained that with the increasing health care costs to the City, the Personnel Committee has reviewed and recommended changes to the 2023 health insurance plan.

The best long-term option for the City is to move to the State local deductible plan beginning in 2023. The plan will require employees to pay 12% of the premium but it will provide them with a lower deductible and include dental coverage. A gym membership reimbursement program has also been added, that will be managed by the City, to offset the loss of that benefit which is currently provided by our insurance carrier. The process of becoming part of the State program will require us to go through an underwriting process at a cost of \$3000. The underwriting will determine the level of risk that the City employees bring to the program. The risk level will then determine what our surcharge will be for the first and second year of being on the plan. Based on past experience we are estimated to be in the high-risk category. With the surcharges we will not see a savings in 2023 but will see it in 2024 and following years. The benefits to the City to move to the State plan is that the annual increases will be considerably lower than any other health insurance company and the employee is sharing in paying towards the premium. The benefit to the employee is the lower deductible (\$500/\$1,000), more stable premium increases, gym membership reimbursement, and 100% coverage of dental insurance. The only concern is the narrow network of healthcare providers that the State plan offers. He stated that Staff and the Personnel Committee recommends moving to the State local deductible plan beginning in 2023. Staff also recommends spending \$3,000 for the underwriting process.

Light & Water Administrative Manager Lauer stated that the State Plan will definitely have a second network plan to choose from. The major benefit is the steadiness of the State Plan.

City Administrator Hilvo explained the budgetary impact as Negative for 2023 to cover surcharges but positive beginning in 2024. The long-term positive budgetary impact outweighs the negative short-term impact. Estimated increase in health insurance cost for 2023 is \$332,151. (Estimated State Plan = \$1,527,958 – 2022 Budgeted = \$1,195,807)

Council Member Bublitz stated that the City needs to think about employee retention and take control of the City's destiny.

Motion made by Council Member Bublitz, seconded by Council Member Simpson, to approve the underwriting fee of \$3,000 for the 2023 Health Insurance Plan for City Employees. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2022-18 APPROVING THE 2023 HEALTH INSURANCE PLAN FOR CITY EMPLOYEES

City Administrator Hilvo stated that a resolution needs to be passed by the Common Council to approve the City's participation in the State Health Insurance Program.

Motion made by Council Member Bublitz, seconded by Council Member Simpson, to adopt Resolution No. 2022-18 approving the 2023 Health Insurance Plan for City Employees. Motion carried without a negative vote.

CONSENT AGENDA

Motion made by Council Member Arnett, seconded by Council Member Thome, to approve the following consent agenda items. Motion carried without a negative vote.

- Approval of May 23, 2022 Special Council meeting minutes.
- Approval of new and renewal 2022-2023 Operator Licenses for:

Morgan L. Geronime
Benjamin R. Hadler
Anne M. Helmbrecht

Gregory F. Kickbush
Todd M. Pfundtner
Lori Steinbach

Amy L. Swanson
Michele G. Temple
Joni M. Yench

Sherry D.M. Bentz
Evan N. Bray
Mark S. Brock
Tyler C. Crass
Michael J. Driscoll
John C. Feiertag
Samantha R. Gerber
Julie B. Gottfried
LeRoy C. Haeuser
Lori A. Haeuser

Mark J. Hilgendorf
Corinne R. Kaminsky
Robert J. Kaminsky
Wendy A. Kickbush
Chad M. King
Tessa L.B. Lang
Neal C. Maciejewski
Kari S. Midtbo-Schwartz
Antonija Mitt
Judith A. Murphy

Susan F. Opitz
Heather L. Rappa
Richard Roden
Robert Roden
Mark J. Schubert
Jeannette M. Schupp
Tyler E. Slowiak
Neil P. Soukup
Jason R. Van Auken
Stacey L. Wedereit
Larry D. Weidmann

- Approval of payment of bills dated 5/20/22 through 6/3/22, transfers for the period 5/21/22 through 6/4/22 and payroll for period 5/15/22 through 5/28/22.

CITY ADMINISTRATOR'S REPORT

City Administrator Hilvo reported that Jeff Thoma has been hired as the new Building Inspector and will begin employment on June 20, 2022. A person has been hired for the Accountant I/Accounts Receivable position in the Treasurer's Office.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Burkart stated that she witnessed the Police Department and Fire Department training for Strawberry Festival and concluded that the City is very lucky to have volunteer Fire Department personnel participating in these exercises and thanked them for their efforts.

Council Member Bublitz reported that the Friends of the Cedarburg Police and Trinity Lutheran Church will be donating an electric bicycle to the Police Department's bicycle patrol unit this week.

MAYOR REPORT

Mayor O'Keefe stated that he was participating in a Cedarburg Snapshot event tomorrow along with School Superintendent Todd Bugnacki and Town Board Member Larry Lechner. They will be presenting a State of the Community for the Chamber of Commerce breakfast meeting.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Burkart, to adjourn the meeting at 9:25 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC
Deputy City Clerk

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DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 06/10/2022 - 06/17/2022
Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
06/10/2022	PWBDD	40925	ASSOCIATED BAG CO.	SUPPLIES AND EXPENSES	500347	522120	216.19
06/10/2022	PWBDD	40926	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	522310	48.00
06/10/2022	PWBDD	40927	BEST HEATING & AIR CONDITION	REPAIR AND MAINTENANCE	500240	522230	247.50
06/10/2022	PWBDD	40929*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	4.30
				OPERATING SUPPLIES	500350	533210	15.29
				OPERATING SUPPLIES	500350	533210	30.84
				OPERATING SUPPLIES	500350	533210	29.68
				OPERATING SUPPLIES	500350	533210	31.90
				MAINTENANCE PARTS	500353	533210	26.98
				MAINTENANCE PARTS	500353	533210	(26.15)
				REPAIR AND MAINTENANCE	500240	533440	32.89
				REPAIR AND MAINTENANCE	500240	533440	118.57
				REPAIR AND MAINTENANCE	500240	555510	11.69
				REPAIR AND MAINTENANCE	500240	555510	5.66
				REPAIR AND MAINTENANCE	500240	555510	58.45
				REPAIR AND MAINTENANCE	500240	555510	10.42
				REPAIR AND MAINTENANCE	500240	555510	52.19
				REPAIR AND MAINTENANCE	500240	555510	6.74
				REPAIR AND MAINTENANCE	500240	555510	12.21
				REPAIR AND MAINTENANCE	500240	555510	31.26
CHECK PWBDD 40929 TOTAL FOR FUND 100:							452.92
06/10/2022	PWBDD	40931	BROOKS TRACTOR	MAINTENANCE PARTS	500353	533210	192.47
06/10/2022	PWBDD	40936	CEDARBURG FIREMENS PARK INC.	AWARDS, SUPPLIES	500343	519200	65.00
06/10/2022	PWBDD	40938	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	166.90
06/10/2022	PWBDD	40942	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	306.81
06/10/2022	PWBDD	40943	FASTENAL COMPANY	REPAIR AND MAINTENANCE	500240	533440	402.34
06/10/2022	PWBDD	40944	FAULKS BROS. CONSTRUCTION, INC	REPAIR AND MAINTENANCE	500240	555510	566.00
06/10/2022	PWBDD	40945	FORESTRY SUPPLIERS	REPAIR AND MAINTENANCE	500240	555510	106.28

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
06/10/2022	PWBDD	40948*#	GRAFTON ACE HARDWARE	MAINTENANCE PARTS	500353	533210	64.33
06/10/2022	PWBDD	40950	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	273.90
06/10/2022	PWBDD	40952	J R BOEHLKE INC	MAINT/CONTRACTED SERVICES	500290	555510	618.00
06/10/2022	PWBDD	40956	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	6.30
				MAINTENANCE PARTS	500353	533210	8.81
				CHECK PWBDD 40956 TOTAL FOR FUND 100:			15.11
06/10/2022	PWBDD	40959*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522410	44.85
06/10/2022	PWBDD	40960	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	158.78
				PROFESSIONAL SERVICES	500210	514700	36.00
				EQUIPMENT/CAPITAL OUTLAY	500380	514700	215.64
				CHECK PWBDD 40960 TOTAL FOR FUND 100:			410.42
06/10/2022	PWBDD	40962	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	7,362.40
				FUEL INVENTORY	161500	000000	7,848.00
				CHECK PWBDD 40962 TOTAL FOR FUND 100:			15,210.40
06/10/2022	PWBDD	40964	RAINBOW TREE CARE	MAINT/CONTRACTED SERVICES	500290	555510	45.78
06/10/2022	PWBDD	40965	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	55.00
06/10/2022	PWBDD	40966	RIVER RUN COMPUTERS, INC.	REPAIR AND MAINTENANCE	500240	522110	75.00
06/10/2022	PWBDD	40968	SAN-A-CARE, INC.	OPERATING SUPPLIES	500350	533210	320.08
06/10/2022	PWBDD	40969	SEILER INSTRUMENT & MFG	MAINT/CONTRACTED SERVICES	500290	555510	600.00
06/10/2022	PWBDD	40970#	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	32.85
				OPERATING SUPPLIES	500350	533210	10.95
				CHECK PWBDD 40970 TOTAL FOR FUND 100:			43.80
06/10/2022	PWBDD	40971	SUNSET LAW ENFORCEMENT	SUPPLIES AND EXPENSES	500347	522120	312.12

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
06/10/2022	PWBDD	40973	TSR SOLUTIONS, INC.	PROFESSIONAL SERVICES	500210	514700	262.50
				PROFESSIONAL SERVICES	500210	514700	2,750.00
				PROFESSIONAL SERVICES	500210	514700	350.00
				CHECK PWBDD 40973 TOTAL FOR FUND 100:			3,362.50
06/10/2022	PWBDD	40974	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
06/10/2022	PWBDD	40977	WISCONSIN DNR	STATE OF WI FEES	500323	533440	1,500.00
06/17/2022	PWBDD	40980	APEX SOFTWARE	COMPUTER/COPIER SUPPLIES	500312	515400	235.00
06/17/2022	PWBDD	40982	BEST HEATING & AIR CONDITION	REPAIR AND MAINTENANCE	500240	522230	2,821.79
06/17/2022	PWBDD	40983#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	8.99
				MAINTENANCE PARTS	500353	533210	7.16
				REPAIR AND MAINTENANCE	500240	555510	12.14
				CHECK PWBDD 40983 TOTAL FOR FUND 100:			28.29
06/17/2022	PWBDD	40984*#	CARDMEMBER SERVICE	INVOICE CLEARING ACCOUNT	131060	000000	2,026.87
				PUEBLAS TRAINING	500330	513200	73.33
				ZOOM	500320	514100	63.26
				STAMPS	500225	522110	17.99
				AMAZON	500310	522110	34.99
				EDM CERT	500320	522110	55.00
				TRAVEL & TRAINING	500330	522120	121.43
				AMAZON	500347	522120	196.68
				TRAINING LUNCHES	500352	522120	172.81
				HEYDENS	500235	522230	83.20
				LICENSE RENEWAL	500210	522310	122.40
				STATE BUILDING SEAL	500310	522310	500.41
				HOME DEPOT	500240	522410	433.20
				KUIU	500350	533210	158.95
				AMAZON/COSTCO	500350	533210	2,690.82
				WIS. AUPPLU AUCTION	500380	533210	2,026.88
				SIGNS	500363	533311	99.90
				AMAZON	500240	533440	105.09
				FIRE SCULPS	500390	555140	901.46

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				TREE STUFF	500240	555510	55.82
				AMAZON	500240	555510	61.16
				OFFICE MAX	500310	555510	163.00
				NRPA CONFERENCE	500330	555510	615.00
				CHECK PBDD 40984 TOTAL FOR FUND 100:			10,779.65
06/17/2022	PBDD	40985	CEDARBURG LIGHT & WATER	HARBOR HOMES N115W7209 OAKMONT DR LOT	256201	000000	1,945.00
				BROOKWATER GROUP W74N514 WEBSTER AVE	256201	000000	1,945.00
				CHECK PBDD 40985 TOTAL FOR FUND 100:			3,890.00
06/17/2022	PBDD	40986	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	423.73
06/17/2022	PBDD	40988#	CITY CEDARBURG-PETTY CASH	OPERATOR LICENSES	441124	000000	10.00
				POSTAGE	500315	514100	0.67
				CHECK PBDD 40988 TOTAL FOR FUND 100:			10.67
06/17/2022	PBDD	40989	COLUMBIA ST MARY'S INC	OTHER EXPENSES	500390	522110	222.00
06/17/2022	PBDD	40992	EMERGENCY MEDICAL PRODUCTS	SUPPLIES AND EXPENSES	500347	522120	189.43
06/17/2022	PBDD	40994	ERIC VON SCHLEDORN FORD	REPAIR AND MAINTENANCE	500240	522120	161.39
06/17/2022	PBDD	40995	ETI CORP	OFFICE SUPPLIES	500310	514100	224.00
06/17/2022	PBDD	40996	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	9.64
				MAINTENANCE PARTS	500353	533210	16.18
				MAINTENANCE PARTS	500353	533210	26.49
				CHECK PBDD 40996 TOTAL FOR FUND 100:			52.31
06/17/2022	PBDD	40997	FIVE CORNERS DODGE	GAS AND OIL EXPENSE	500351	522120	330.00
06/17/2022	PBDD	40999	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	360.00
06/17/2022	PBDD	41008	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	288.71
				MAINTENANCE PARTS	500353	533210	59.01
				MAINTENANCE PARTS	500353	533210	42.76
				CHECK PBDD 41008 TOTAL FOR FUND 100:			390.48

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
06/17/2022	PWBDD	41010*#	NATE'S LANDSCAPE COMPANY	PROFESSIONAL SERVICES	500210	518100	1,540.80
06/17/2022	PWBDD	41011	OFFICE COPYING EQUIPMENT LTD	EQUIPMENT OUTLAY	500385	514700	9.47
06/17/2022	PWBDD	41012*#	OLSEN'S PIGGLY WIGGLY	OFFICE SUPPLIES	500310	522410	27.67
				OPERATING SUPPLIES	500350	533210	6.28
				OPERATING SUPPLIES	500350	533210	46.52
				OPERATING SUPPLIES	500350	533311	55.51
				CHECK PWBDD 41012 TOTAL FOR FUND 100:			135.98
06/17/2022	PWBDD	41013	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	533210	346.92
06/17/2022	PWBDD	41015	RE-NU-IT SANDBLASTING	REPAIR AND MAINTENANCE	500240	555510	200.00
06/17/2022	PWBDD	41016	RNOW INC	MAINTENANCE PARTS	500353	533210	53.63
				MAINTENANCE PARTS	500353	533210	71.07
				CHECK PWBDD 41016 TOTAL FOR FUND 100:			124.70
06/17/2022	PWBDD	41017	SCANMAN AMERICA LLC	PROFESSIONAL SERVICES	500210	514100	1,336.20
06/17/2022	PWBDD	41019	TAPCO	REPAIR AND MAINTENANCE	500240	533421	2,152.00
06/17/2022	PWBDD	41020#	THE UNIFORM SHOPPE	UNIFORMS	500346	522110	153.95
				UNIFORMS	500346	522120	14.00
				CHECK PWBDD 41020 TOTAL FOR FUND 100:			167.95
06/17/2022	PWBDD	41021	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
06/17/2022	PWBDD	41022	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	65.38
06/17/2022	PWBDD	41023	U.S. POSTAL SERVICE	POSTAGE	500315	514100	398.00
06/17/2022	PWBDD	41024	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
06/17/2022	PWBDD	41026	WALDSCHMIDTS TOWN & COUNTRY	MAINTENANCE PARTS	500353	533210	290.80
06/17/2022	PWBDD	41027	WAUKESHA COUNTY TECHNICAL COLLEGE	TRAVEL & TRAINING	500330	522120	270.80
06/17/2022	PWBDD	41028	ZUERN BUILDING PRODUCTS	REPAIR AND MAINTENANCE	500240	533440	43.29

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Fund: 100 GENERAL FUND							
				Total for fund 100 GENERAL FUND			53,087.67
Fund: 200 CEMETERY FUND							
06/10/2022	PWBDD	40929*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	544210	6.44
				REPAIR AND MAINTENANCE	500240	544210	13.56
				REPAIR AND MAINTENANCE	500240	544210	7.16
				REPAIR AND MAINTENANCE	500240	544210	23.19
				CHECK PWBDD 40929 TOTAL FOR FUND 200:			50.35
06/10/2022	PWBDD	40939	CULLIGAN OF WEST BEND	HOUSE MAINTENANCE	500245	544210	81.10
06/10/2022	PWBDD	40948*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	544210	30.58
06/10/2022	PWBDD	40972	SYNCHRONY BANK	REPAIR AND MAINTENANCE	500240	544210	13.92
06/17/2022	PWBDD	41010*#	NATE'S LANDSCAPE COMPANY	PROFESSIONAL SERVICES	500210	544210	1,540.80
				Total for fund 200 CEMETERY FUND			1,716.75
Fund: 220 RECREATION PROGRAMS FUND							
06/10/2022	PWBDD	40928	BETH THIERFELDER	SUPPLIES AND EXPENSES	500347	555390	377.00
06/10/2022	PWBDD	40932	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	611.40
06/10/2022	PWBDD	40940	DISCOVERY WORLD	SUPPLIES AND EXPENSES	500347	555390	1,278.00
06/10/2022	PWBDD	40954	LISA PATEL	POMS REVENUE	467332	000000	90.00
06/17/2022	PWBDD	40984*#	CARDMEMBER SERVICE	AMAZON	500347	555390	167.43
				OFFICE MAX	500347	555390	64.57
				POMS EXPENSES	500394	555390	256.34
				CHECK PWBDD 40984 TOTAL FOR FUND 220:			488.34
06/17/2022	PWBDD	40998	FUNTACTICS SOCCER CAMP	MAINT/CONTRACTED SERVICES	500290	555390	4,638.84
06/17/2022	PWBDD	41007*#	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	1,459.70
				SUPPLIES AND EXPENSES	500347	555390	26.70
				SUPPLIES AND EXPENSES	500347	555390	1,125.65
				CHECK PWBDD 41007 TOTAL FOR FUND 220:			2,612.05

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Fund: 220 RECREATION PROGRAMS FUND							
				Total for fund 220 RECREATION PROGRAMS FUND			10,095.63
Fund: 231 AMERICAN RESCUE PLAN ACT							
06/10/2022	PWBDD	40953	JM BRENNAN, INC.	GRANT EXPENDITURES	500331	566721	20,000.00
06/17/2022	PWBDD	40984*#	CARDMEMBER SERVICE	AMAZON	500331	566721	58.10
				Total for fund 231 AMERICAN RESCUE PLAN ACT			20,058.10
Fund: 240 SWIMMING POOL FUND							
06/10/2022	PWBDD	40929*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	555320	15.90
				MAINTENANCE SUPPLIES	500340	555320	13.49
				MAINTENANCE SUPPLIES	500340	555320	91.66
				MAINTENANCE SUPPLIES	500340	555320	39.14
				CHECK PWBDD 40929 TOTAL FOR FUND 240:			160.19
06/10/2022	PWBDD	40933	CARRICO AQUATIC RESOURCES	OPERATING SUPPLIES	500350	555320	492.00
				EQUIPMENT/CAPITAL OUTLAY	500380	555320	1,845.00
				CHECK PWBDD 40933 TOTAL FOR FUND 240:			2,337.00
06/10/2022	PWBDD	40934	CEDAR CREST	OPERATING SUPPLIES	500350	555320	1,500.60
06/10/2022	PWBDD	40949	HORIZON COMMERCIAL POOL SUPPLY	OPERATING SUPPLIES	500350	555320	1,472.55
06/17/2022	PWBDD	40984*#	CARDMEMBER SERVICE	MAINTENANCE SUPPLIES	500340	555320	84.22
				UNIFORMS	500346	555320	899.03
				CONCESSIONS	500350	555320	334.41
				AMAZON	500350	555320	31.92
				EQUIPMENT/CAPITAL OUTLAY	500380	555320	1,022.33
				AMAZON AIRHEADS	500350	555321	33.68
				CHECK PWBDD 40984 TOTAL FOR FUND 240:			2,405.59
06/17/2022	PWBDD	41003	HORIZON COMMERCIAL POOL SUPPLY	OPERATING SUPPLIES	500350	555320	1,006.14
06/17/2022	PWBDD	41007*#	MASTER PRINTWEAR	UNIFORMS	500346	555320	550.00
06/17/2022	PWBDD	41009	NASSCO, INC.	OPERATING SUPPLIES	500350	555320	1,243.82
06/17/2022	PWBDD	41018	STATE INDUSTRIAL PRODUCTS	MAINTENANCE SUPPLIES	500340	555320	245.81

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Fund: 240 SWIMMING POOL FUND							
				Total for fund 240 SWIMMING POOL FUND			10,921.70
Fund: 260 LIBRARY FUND							
06/10/2022	PWBDD	40935	CEDARBURG CHAMBER OF COMMERCE	DONATION EXPENDITURES	500322	555110	120.00
06/10/2022	PWBDD	40946	GLOBAL WATER TECHNOLOGY, INC.	MAINT/CONTRACTED SERVICES	500290	555110	100.00
				MAINT/CONTRACTED SERVICES	500290	555110	100.00
				CHECK PWBDD 40946 TOTAL FOR FUND 260:			200.00
06/10/2022	PWBDD	40951	ILLINOIS LIBRARY ASSOCIATION	DONATION EXPENDITURES	500322	555110	592.70
06/10/2022	PWBDD	40955	MORNINGSTAR, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,349.00
06/10/2022	PWBDD	40957	NASSCO, INC.	OPERATING SUPPLIES			** VOIDED **
06/10/2022	PWBDD	40959*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	17.05
06/17/2022	PWBDD	40979	ADELMAN MAINTENANCE CORP	MAINT/CONTRACTED SERVICES	500290	555110	4,220.00
06/17/2022	PWBDD	40981	AUTOMATIC ENTRANCES OF WI., INC	MAINT/CONTRACTED SERVICES	500290	555110	415.00
06/17/2022	PWBDD	40984*#	CARDMEMBER SERVICE	DATA COMM	500225	555110	349.15
				LIVE 360	500308	555110	287.08
				AMAZON	500310	555110	329.21
				USPS	500315	555110	10.50
				AMAZON	500319	555110	24.56
				AMAZON	500322	555110	954.52
				NASSCO	500350	555110	1,153.66
				DATA COM	500382	555110	442.64
				CHECK PWBDD 40984 TOTAL FOR FUND 260:			3,551.32
06/17/2022	PWBDD	40991	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	500290	555110	81.25
06/17/2022	PWBDD	41001	HERITAGE WISCONSIN LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	52.00
06/17/2022	PWBDD	41002	HOOPLA	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	371.62
06/17/2022	PWBDD	41004	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	1,303.06

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Fund: 260 LIBRARY FUND							
				MAINT/CONTRACTED SERVICES	500290	555110	2,450.52
				CHECK PWBDD 41004 TOTAL FOR FUND 260:			<u>3,753.58</u>
06/17/2022	PWBDD	41005	KANOPY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	243.20
06/17/2022	PWBDD	41012*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	27.76
06/17/2022	PWBDD	41025	VISUAL IMAGE PHOTOGRAPHY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	146.00
				Total for fund 260 LIBRARY FUND			15,140.48
Fund: 350 TIF DISTRICT FUND #4							
06/10/2022	PWBDD	40958	OLIVER FIONTAR LLC	DEVELOPERS INCENTIVE	500227	566710	45,220.00
				Total for fund 350 TIF DISTRICT FUND #4			45,220.00
Fund: 353 TIF DISTRICT #6							
06/10/2022	PWBDD	40978	WONDRA CONSTRUCTION INC	TIF - SANITARY SEWER	500451	566710	15,125.40
				TIF - ROAD AND GUTTER	500453	566710	1,719.03
				TIF - WATER SYSTEM	500459	566710	39,926.07
				TIF - STORMWATER MGMT SYS	500460	566710	7,633.53
				CHECK PWBDD 40978 TOTAL FOR FUND 353:			<u>64,404.03</u>
				Total for fund 353 TIF DISTRICT #6			64,404.03
Fund: 400 CAPITAL IMPROVEMENTS FUND							
06/10/2022	PWBDD	40930	BMCI CONSTRUCTION INC	SIDEWALK REPLACEMENTS-CAPITAL	500899	533311	53,890.07
06/10/2022	PWBDD	40947	GRAEF	DAM STUDIES	500874	533750	1,435.00
06/10/2022	PWBDD	40963	QUALITY TRUCK CARE CENTER	TRUCK 98 CHASIS	500880	533210	108,000.00
06/10/2022	PWBDD	40975	VANTAGE FINANCIAL	DEBT SERVICE - PRINCIPAL	500610	555510	3,334.96
				DEBT SERVICE - INTEREST	500620	555510	273.04
				CHECK PWBDD 40975 TOTAL FOR FUND 400:			<u>3,608.00</u>
06/17/2022	PWBDD	40984*#	CARDMEMBER SERVICE	TRUCK COVER	500880	533210	559.26
06/17/2022	PWBDD	41006*#	KAPUR & ASSOCIATES	DUE FROM LIGHT & WATER	156200	000000	1,370.60
				STREET IMPROVEMENTS	500854	533311	3,257.10
				STORMWATER IMPROVEMENTS	500475	533440	654.50

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Fund: 400 CAPITAL IMPROVEMENTS FUND							
CHECK PWBDD 41006 TOTAL FOR FUND 400:							5,282.20
06/17/2022	PWBDD	41014	RAMBOLL US CONSULTING INC.	PROCHNOW	500841	533750	899.77
Total for fund 400 CAPITAL IMPROVEMENTS FUND							173,674.30
Fund: 601 WATER RECYCLING CENTER							
06/10/2022	PWBDD	40937	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	102.60
06/10/2022	PWBDD	40941	EMR, LLC	REPAIR AND MAINTENANCE	500240	573845	878.26
06/10/2022	PWBDD	40961	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	37.00
06/10/2022	PWBDD	40967	RUEKERT-MIELKE, INC.	DESIGN SERVICES DORCHESTER LIFT STATION	185324	000000	9,543.61
06/10/2022	PWBDD	40976	WI DEPT OF NATURAL RESOURCES	STATE OF WI FEES	500323	573850	9,072.87
06/17/2022 PWBDD 40984*# CARDMEMBER SERVICE							
AMAZON					500312	573825	259.97
HACH COMPANY					500370	573825	1,220.36
AMAZON					500340	573830	106.70
COLLECTION SYSTEM MAINT					500360	573835	1.62
AMAZON					500310	573850	31.99
WWOA					500330	573850	211.05
CHECK PWBDD 40984 TOTAL FOR FUND 601:							1,831.69
06/17/2022	PWBDD	40987	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	102.60
06/17/2022	PWBDD	40990	CUMMINS SALES & SERVICE	MAINTENANCE SUPPLIES	500340	573840	1,159.80
06/17/2022	PWBDD	40993	ENERGENECS, INC	MAINTENANCE SUPPLIES	500340	573840	1,488.16
06/17/2022	PWBDD	41000	HAWKINS , INC.	FERRIC CHLORIDE 35%	500371	573825	6,309.76
06/17/2022	PWBDD	41006*#	KAPUR & ASSOCIATES	COLLECTION MAINS AND ACCESS.	184313	000000	2,417.80
Total for fund 601 WATER RECYCLING CENTER							32,944.15
TOTAL - ALL FUNDS							427,262.81

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

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

CITY OF CEDARBURG
TRANSFER LIST
6/5/22-6/21/22

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
6/13/2022	\$2,806.03	Minnesota Life-July premiums
6/14/2022	\$14,902.80	State of Wisconsin-May sales tax
6/17/2022	\$12,954.59	State Wisconsin-April sales tax
6/16/2022	\$228,000.00	PWSB Payroll
6/16/2022	\$5,825.00	Health Savings Accounts-contributions for 5/29/22-6/11/22
6/16/2022	\$1,342.89	ICMA-contributions for 5/29/22-6/11/22
6/16/2022	\$4,432.70	North Shore Bank-contributions for 5/29/22-6/11/22
6/16/2022	\$495.00	Police Union-contributions for 5/29/22-6/11/22
6/16/2022	\$346.15	State of Wisconsin-child support for 5/29/22-6/11/22
6/16/2022	\$512.03	Wis Deferred Comp-contributions for 5/29/22-6/11/22
	<u>\$271,617.19</u>	

PWSB PAYROLL CHECKING ACCOUNT

6/17/2022	\$163,611.88	Payroll for 5/15/22-5/28/22
6/17/2022	\$66,158.44	Payroll taxes for 5/15/22-5/28/22
	<u>\$229,770.32</u>	

STATE POOL

6/13/2022	\$500,000.00	PWSB Checking
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City of Cedarburg

City Administrator's Report

June 23, 2022

Department News

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

Engineering & Public Works— The 2022 Street & Utility project is progressing on Jefferson Avenue, Thornapple Lane, and the Sheboygan Road path and they will be paved this week. The lateral work on Highland Drive is complete, with sewer and watermain work to follow the next couple of weeks. The roadwork on Forward Way connecting to Hilltop Drive continues and should be completed by mid-July. Phase 2 of Fairway Village has begun.

The Public Works crew is working on preparing for Strawberry Festival and the July 4th Parade, street and curb painting, street sweeping, and brush pick up. The recent wind storm only resulted in one fallen tree and some brush to clean up.

Parks, Recreation & Forestry— Resurfacing of the Zeunert Park tennis courts continues. The Community Pool opened for the regular season on June 10. Summer Playground Camp began on Monday, June 13. Recreation Coordinator Steffens taught a Babysitting Safely class on Wednesday and Thursday. The Department has begun work on the Fall Activity Guide.

Clerk—The Department is preparing for the August 9 Partisan Primary election and mailed approximately 560 absentee ballots today, to individuals with requests on file.

Treasurer— The Department is preparing for the annual audit that is scheduled for the first three weeks in July. A person has been hired for the Accounts Receivable/Accounting Clerk position and will begin at the end of June.

Library—Allison Wray has been hired as the new Adult Services Librarian. Allison has 2 years of experience at the Germantown Public Library and was the Assistant Director at the Cedarburg Art Museum for 2 years, as well. Interviews continue for the custodian position. There were 8,084 visitors to the Library in May with 12,916 being checked out.

Fire—The Department is working on staffing for Strawberry Festival. Consolidation talks continue with Grafton, Saukville, and Port Washington.

Light & Water—An electric rate hearing on Tuesday resulted in a .3% decrease in the rate. The lead service replacement program began on Monday.

Administrator— Building Inspector Jeff Thoma began employment on Monday. Budget parameters for 2023 will be discussed at the June 27 Common Council meeting.

Respectfully submitted,



Mikko Hilvo