

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
September 14, 2020 – 7:00 P.M.**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, September 14, 2020 at 7:00 p.m.** The meeting will be held online utilizing the zoom app. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: mhilvo@ci.cedarburg.wi.us.

AGENDA

1. CALL TO ORDER - Mayor Mike O’Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O’Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan
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. APPROVAL OF MINUTES – August 31, 2020 Common Council minutes*
8. NEW BUSINESS
 - A. Consider Event Proposal from The Ozaukee Non-Profit Center and Mel’s Charities For Illuminate Ozaukee Light Show, a Drive-Thru Holiday Event at Zeunert Park in December; and action thereon
 - B. Consider Resolution 2020-18 awarding the sale of \$6,735,000 General Obligation Corporate Purpose Bonds, Series 2020A; and action thereon
 - C. Consider Amendment to the 2021-2027 Waste Management Refuse and Recycling Contract language; and action thereon
 - D. Update on Woolen Mills Dam Repairs; and action thereon

- E. Consider First Amendment to the Wilo Development Agreement; and action thereon
- F. Consider Outdoor Alcohol Beverage license for Phoa Brothers Inc. (New Fortune Restaurant) located at W62 N547 Washington Avenue; and action thereon
- F. Consider License/Permit Applications; and action thereon
 - 1. Consider approval of new Operator License applications for the period ending June 30, 2021 for Emily J. Domaille and Nathan A. Franke; and action thereon***
- G. Consider payment of bills dated 08/28/2020 through 09/04/2020, transfers for the period 08/29/2020 through 09/11/2020 and payroll period 8/23/2020 through 9/5/2020; and action thereon*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report*
- B. Treasurer's 2nd Quarter Financial Report

10. COMMUNICATIONS

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

11. 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.

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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.

CITY OF CEDARBURG

MEETING DATE: September 14, 2021

ITEM NO: 8.A.

TITLE: Consider Event Proposal From The Ozaukee Non-Profit Center and Mel's Charities For Illuminate Ozaukee Light Show, a Drive-Thru Holiday Event at Zeunert Park in December; and Action Thereon

ISSUE SUMMARY: The Ozaukee Non-Profit Center and Mel's Charities request to rent out Zeunert Park on Fridays and Saturdays in December to hold a drive-thru holiday light display on the Park Path. The full event proposal is included in the packet.

STAFF RECOMMENDATION: The Parks, Recreation and Forestry Department recommends this event be approved at Zeunert Park as long as this will not cost the City of Cedarburg anything, as promised by the event organizers.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: Motion made by Council Member Verhaalen, seconded by Terry Wagner, to approve the Ozaukee Non-Profit Center and Mel's Charities proposal to hold a Holiday Light Show on the dates listed in the proposal at Zeunert Park. Motion carried without a negative vote.

BUDGETARY IMPACT: None

ATTACHMENTS: Event Proposal, Traffic Flow Map and Event Layout on Zeunert Park Path

INITIATED/REQUESTED BY: Carissa Barnes and Robin Hammetter of the Ozaukee Non-Profit Center/Mel's Charities

FOR MORE INFORMATION CONTACT: Danny Friess, Director of Parks, Recreation & Forestry

Event Proposal

Event Title: Illuminate Ozaukee Light Show

Event Location: Herman A Zeunert Park

Event Timeline:

- November 16-27th: Park Set-up/Logistics: Monday - Friday (8:00-9:00pm)
- Friday, December 4th: Tentative opening Day 6:00-9:00pm
- Open Drive thru holiday light hours (open 6:00-9:00pm):
 - o Saturday, December 5th
 - o Friday, December 11th
 - o Saturday, December 12th
 - o Friday, December 18th
 - o Saturday, December 19th
 - o Saturday, December 26th
- December, 28th - January 8th: Event take down/clean-up

Logistics:

- Lighting/ Lights -
 - o Park Entrance provided by ONC via sponsorship dollars & community donations to include drive-thru tunnel of red and green lights.
 - o Approximately 30 plots along park path to be decorated by individual Ozaukee County Businesses and other participating nonprofits
 - o Storage of lights to be provided by Cedarburg Storage
 - o Building of light displays to be coordinated by ONC and/or Holiday Light Show Committee. Businesses requesting a plot will be responsible for set-up and take-down of their own displays
 - o ONC entrance display to be connected to music via radio broadcast
- Funding
 - o Sponsorship Tiers
 - Premier Sponsor - a donation of \$10,000 or more
 - Name as "Presenting Sponsor"
 - Logo/name recognition on sponsor board displayed at event
 - Logo/name on all marketing & media materials - press releases, posters, radio, etc.
 - Ad on event website
 - Tree Topper Level - a donation of \$5,000 or more
 - Logo/name recognition on sponsor board displayed at event
 - Logo/name on all marketing & media materials - press releases, posters, radio, etc.
 - Ad on event website
 - Garland Level - a donation of \$1000
 - Logo/name recognition on sponsor board displayed at event
 - Logo/name on website
 - Ornament Level - a donation of \$500

- Name recognition on sponsor board displayed at event
 - Name on website
 - Tinsel Level - a donation of \$250
 - Name on website
 - Park Entry Fee - by Donation. Recommended donation amount of \$10
 - Current sponsorships: Commerce State Bank, Franklin Equipment Milwaukee, Birchwood Snow & Landscape
- Money Raised/ Revenue Distribution
 - Dollars raised after expenses will support the Ozaukee Nonprofit Center, a 501c3 organization that supports human service nonprofits within Ozaukee County. Currently 12 nonprofit agencies are housed at the ONC campus.
 - Goal for 2020:
 - \$10,000 would be a dream. After expenses the first year on lighting, we believe dollar generation will be minimal. After the first year and initial expenses are covered, we hope to continue to grow the light show through community support and word of mouth.
- Set-up/Take-down
 - Will be done via volunteers and a donation of staff time through Birchwood Snow & Landscape Contractors. Hope to set-up in 1-2 weeks, and take down to take 1-2 weeks.
- Electrical
 - Light displays for Illuminate Ozaukee will be powered by two 75 megawatt diesel generators. One generator will power the south end of the park and one the north. The generators will be operational only during light show hours and for testing during park set-up.
- Committee/Community involvement
 - A Holiday Light Show committee has been created with the following participation:
 - Ozaukee Nonprofit Center Staff and Board of Directors
 - Carissa Barnes, Executive Director
 - Robin Hammetter, Admin and Event Support Specialist
 - Julie Pahnke, Ozaukee Nonprofit Center Board
 - Community Members
 - Greg Konzal, "Konzal's Crazy Christmas Light Show"
 - Gina Stupak, Director Ozaukee Realtors Association
 - Eric Seatz, ELS Landscaping
- City Expectations
 - Use of road through Herman A Zeunert Park. Closed to public and open for event guests during expected timelines dates above. Communication in regards to meet safety procedures and concerns.
 - Granting of parade permits for Lincoln Blvd and Hamilton Rd. (applications submitted to City on 8/17/20) to allow for the lining up of cars to enter/exit the park.
- Day of Events Management -
 - Volunteers Coordinated by Ozaukee Nonprofit Center. Volunteers will arrive 30 minutes prior to event opening and stay no later than 30 minutes after event. Volunteers stationed throughout drive thru path and entry way to collect dollars.
 - ONC volunteers
 - ONC Partner Agency Volunteers
 - High School (Community Service Coordination)

- Other Local Volunteers coordinated by ONC
- Possible other opportunities:
 - Food/Beverage Stands (Hot Chocolate/Cookies)
 - Sightings of Santa and Mrs, Claus
 - Christmas Carolers

HISTORY & MISSION:

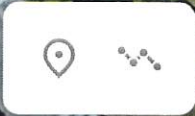
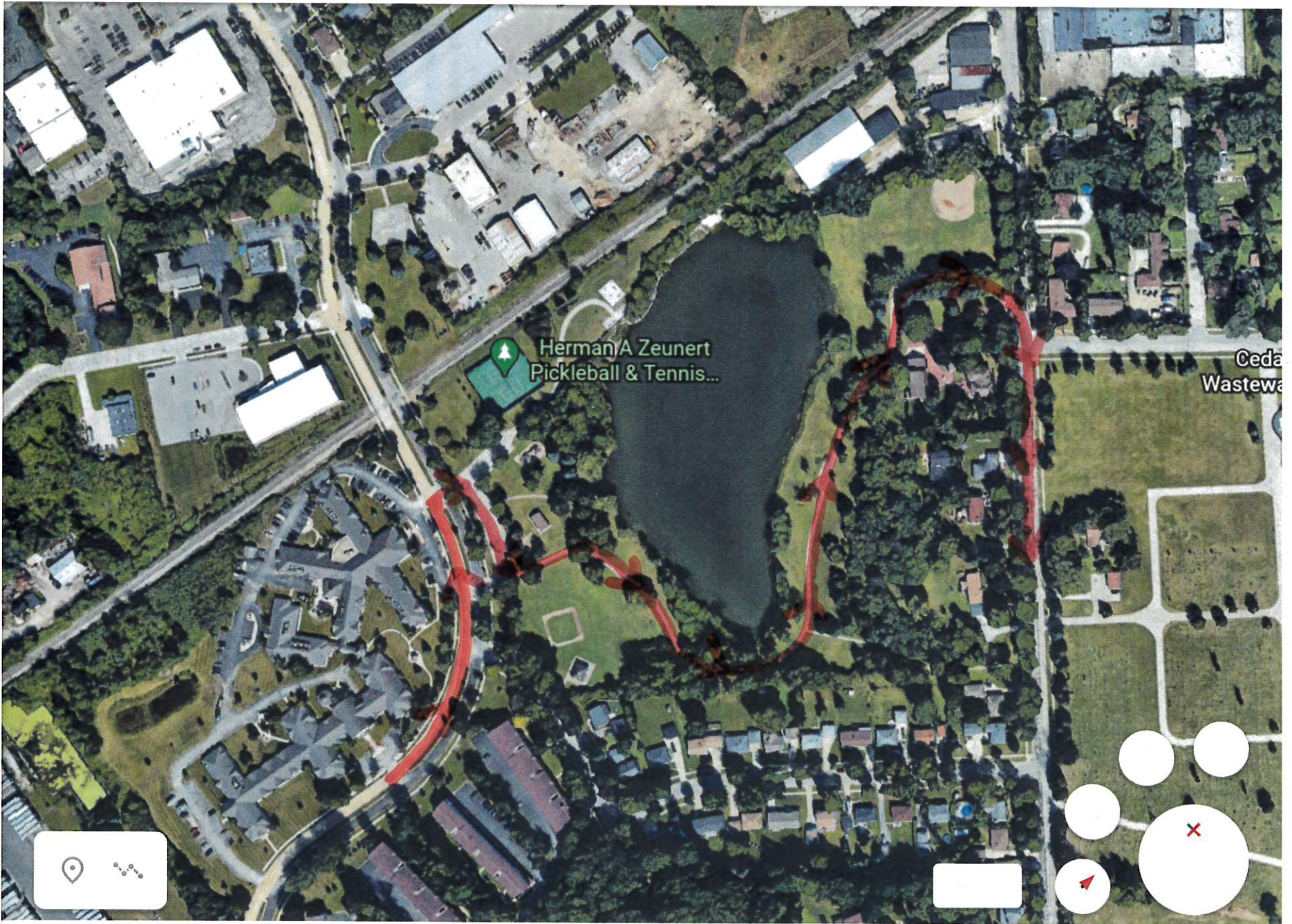
- Ozaukee Nonprofit Center (ONC)
 - History:
 - The Family Enrichment Center (FEC) concept began in 1995 when several agencies shared space in the Cedar Mills building in Cedarburg. In 1999, the four participating agencies: COPE Services Administrative Offices, Ozaukee Family Services, United Way of Greater Milwaukee and the Volunteer Center of Ozaukee County moved to a larger facility at 885 Badger Circle in Grafton.

This collaboration has partnered agencies that help build strong families and improve the quality of life throughout Ozaukee County. In 2020, The Family Enrichment Center looks to usher in a new chapter by rebranding to become The Ozaukee Nonprofit Center and expanding our campus in a new space with even greater opportunities to serve our community. The Ozaukee Nonprofit Center began with a dream and now serves as a shining example of what a caring community can come together to accomplish.
 - Mission:
 - Sustaining Local Nonprofits for a Better World

You are currently running an experimental version of Earth.

[Learn more](#)

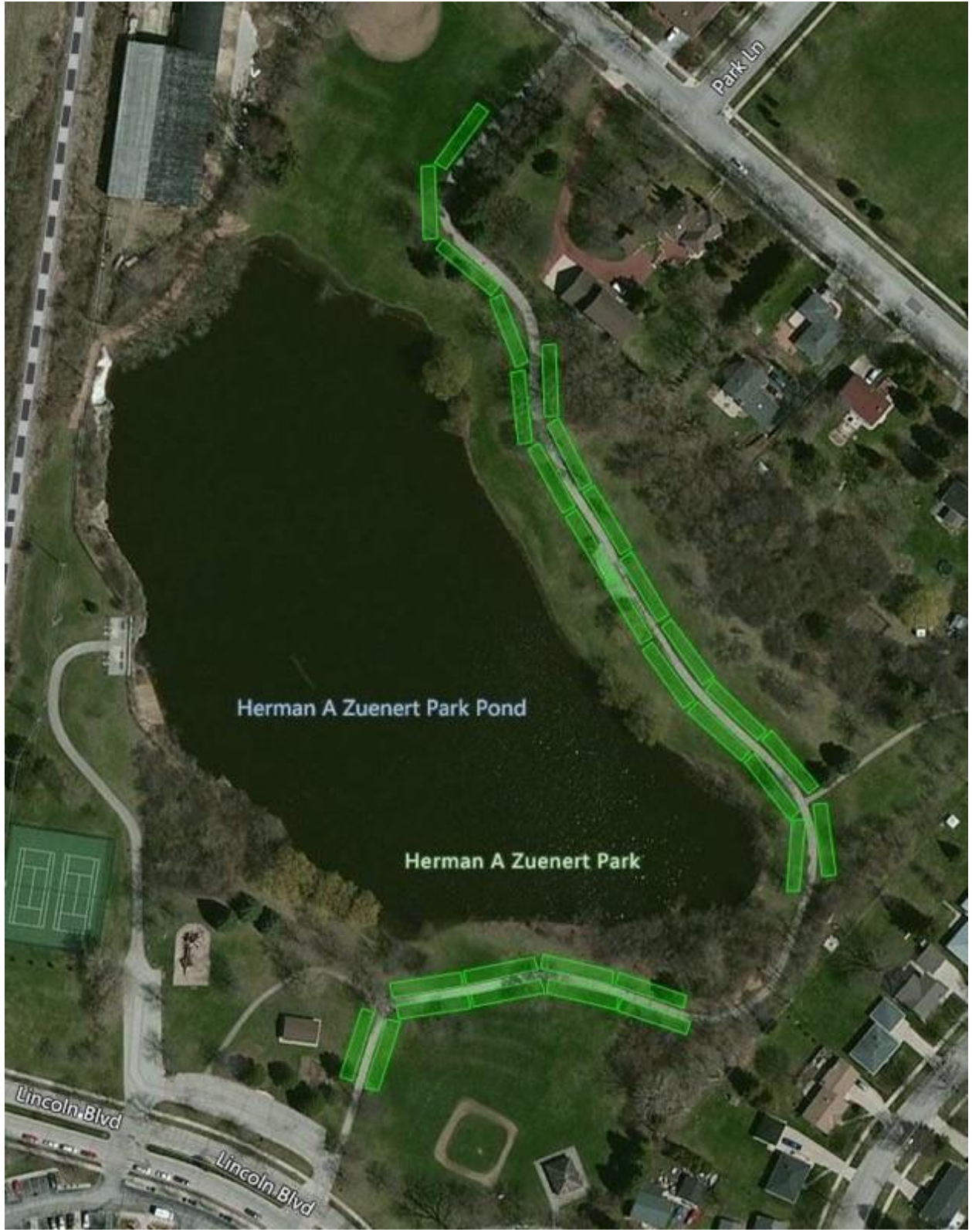
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RESOLUTION NO. 2020-18

RESOLUTION AWARDING THE SALE OF \$6,735,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2020A

WHEREAS, on August 10, 2020, the Common Council of the City of Cedarburg, Ozaukee County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: \$6,450,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 6; and \$285,000 for swimming pool improvements (collectively, the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the News Graphic, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on August 10, 2020, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2020A" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 14, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on September 14, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$_____ for the following purposes and in the following amounts: \$_____ for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 6; and \$_____ for swimming pool improvements.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SIX MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$6,735,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2020A"; shall be issued in the aggregate principal amount of \$6,735,000; shall be dated October 7, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of

twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2039 for the payments due in the years 2021 through 2040 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2020A, dated October 7, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 14, 2020.

Michael O'Keefe
Mayor

ATTEST:

Tracie Sette
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	OZAUKEE COUNTY	
NO. R-____	CITY OF CEDARBURG	\$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020A		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	October 7, 2020	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Cedarburg, Ozaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,735,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$_____ for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 6; and \$_____ for swimming pool improvements, as authorized by resolutions adopted on August 10, 2020 and September 14, 2020. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the City of Cedarburg, Ozaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

By: _____
Michael O'Keefe
Mayor

(SEAL)

By: _____
Tracie Sette
City Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Cedarburg, Ozaukee County, Wisconsin.

**BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA**

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

CITY OF CEDARBURG

MEETING DATE: September 14, 2020

ITEM NO: 8.C.

TITLE: Consider amendment to 2021-2027 Refuse and Recycling Contract with Waste Management; and action thereon.

ISSUE SUMMARY: The seven-year contract for refuse and recycling services was approved by the Common Council at the July 27th meeting, but during the signing process, Waste Management objected to language specifically referencing Michael Smith. Waste Management indicated that while it is their intention to keep Michael on his present Cedarburg route, they cannot contractually commit to it. They are requesting that the highlighted line on page 2 of the contract be removed.

STAFF RECOMMENDATION: Staff recognizes the legal concerns this presents for Waste Management.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A.

BUDGETARY IMPACT: N/A.

ATTACHMENTS: Copy of Waste Management contract with highlighted deletion.

INITIATED/REQUESTED BY: Tom Wiza/Mike Herbrand

FOR MORE INFORMATION CONTACT: Tom Wiza-Director of Engineering and Public Works
262-375-7610

CITY OF CEDARBURG
MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on _____, 2020 (the "Effective Date"), by and between the City of Cedarburg, a municipal corporation created under the laws of the State of Wisconsin ("City"), and **Waste Management of Wisconsin, Inc.** ("WM"), a _____ corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;
- B. WM and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. **Acceptable Waste** – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained in WM provided 64 or 96-gallon Carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. **Excluded Waste** – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. **Recyclables or Recyclable Materials** – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- d. **Bulk Items** – are defined in Exhibit C.
- e. **Residential Unit** – shall mean a dwelling within the corporate limits of the City. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for seven (7) years commencing on January 1, 2021, and ending on December 31, 2027, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 4172 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. **Cart Supply**. Each Residential Unit will be provided a 96-gallon Cart for Acceptable Waste. WM shall provide each Residential Unit the opportunity to request a 64-gallon Cart before WM delivers all Carts prior to January 1, 2021. Approximately three (3) months before this Agreement begins WM will send each Residential Unit a postcard by regular mail detailing the option to have a 64-gallon Cart delivered instead of a 96-gallon Cart. The postcard will outline the due date for Residential Units to respond to WM in order to receive a 64-gallon Cart. After WM delivers the Carts, if a Residential Unit requests to swap a Cart for a different size at any other time during the Agreement, they will be directly charged a \$25.00 Cart exchange fee. Each Residential Unit has already been provided a cart for Recyclable Materials. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials as Units are added to the City. The Carts and equipment WM furnishes Residents and the City shall remain WM's property.
 - ii. **Additional Carts**. Residential Units may request one (1) additional 96-gallon Cart for Acceptable Waste from WM. Residential Units must contact WM directly. WM will provide the Cart to the Residential Unit and the Residential Unit will directly pay WM an annual fee of \$60.00 for the additional Cart. Residential units may have a maximum of two (2) residential waste carts at any time during this contract. Residential Units may request one (1) additional 96-gallon Cart for Acceptable Residential Recycling Material from WM. Residential Units must contact WM directly. WM will provide the Cart to the Residential Unit and the Residential Unit will directly pay WM an annual fee of \$24.00 for the additional Cart. Residential units may have a maximum of two (2) residential recycle carts at any time during this contract.
 - iii. **Acceptable Waste Collection Frequency, Days and Times**. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and City. Collections shall occur during ordinary hours but in no instance earlier than 6:30 a.m. All Acceptable Waste must be placed in the provided residential waste cart, at the curb for collection no later than 6:30 a.m. on scheduled day of collection. Any waste

outside of the cart will not be collected. WM reserves the right to change the service day with advance written notice to the City and Residents.

- iv. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on a every other week basis, subject to the terms and conditions in Exhibit A. WM reserves the right to change the service day with advance written notice to the City and Residents. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- v. Exclusions from the Service. Notwithstanding anything to the contrary herein, the Service shall not include yard waste collection, bulk or white goods collection, construction or demolition waste collection, or Christmas tree collection. Services to commercial establishments are not covered by this Agreement.
- vi. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- vii. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday or on Saturday.
- viii. Cart Replacement. WM shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
 - b. Special Pick-Up – Residential Units can request special pickup of items that do not fit in the WM provided Cart or exceed four feet in length and sixty (60) pounds in weight. Residential Units shall call WM to make a request for a special pickup. WM will invoice the Residential Unit directly at a cost of \$25.00 per item. Special pick-ups shall not include yard waste, white goods, tires or electronics. Exhibit C will be followed in regards to Acceptable Items.
 - c. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
 - d. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner. The current WM representative for Cedarburg is Michael Smith. ~~WM shall make good faith efforts to have Michael Smith continue as its representative for Cedarburg.~~
 - e. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
 - f. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
 - g. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the City

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 4172 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

V. ANNUAL BULK CLEANUP

Annually, during the Term of this Agreement, the City will schedule a Bulk Item Curbside Collection Event during one (1) week period as mutually agreed upon by the City and WM. WM shall provide the Bulk Item Collection at no cost to the City.

1. RUs will be limited to two (2) Bulk Items.
2. RUs required to call or email into WM's Customer Service Center to schedule the collection of their bulk item(s).
3. RUs will be allowed to call or email no sooner than 21 days and no later than seven (7) days in advance of this scheduled collection, to be placed on the collection route schedule.
4. RUs are required to have their Bulk Item(s) placed at the curb by 6AM during this scheduled collection. All Bulk Items must be able to be handled by two people.
5. City will be responsible for informing and educating RUs of the scheduled Bulk Item Curbside Collection date and time, as well as information on the scheduling process for RUs.

Acceptable and Not Acceptable Bulk Items are listed on Exhibit C.

VI. MUNICIPAL OWNED LOCATIONS – COLLECTIONS

Waste Management shall furnish a dumpster and/or carts, and shall haul away accumulated garbage, waste and trash, and recycle material at least once per week or as stated below at the following municipal locations for the life of the Agreement at no charge to the City. The dumpster and/or cart size can be adjusted for actual need upon mutual consent of the City and WM.

1. City Hall
2. Police Department

3. Library
4. Fire Department
5. Public Works
6. Light and Water Facility
7. Cedar Creek Park
8. Community Pool
9. Wastewater Plant
10. Emergency Government

VII. FEES AND PAYMENTS

- a. Service Fee per Residential Unit. The fees to be paid by the City to WM are listed on the pricing schedule, Exhibit B. The monthly fee paid to WM by the City shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [*e.g.*, Current House Count x Fee = Monthly Invoice Amount].
- b. Annual Increase. Annually, beginning January 1, 2022, the rates will be adjusted based on the “US City Average – Water Sewer and Trash Collection Services – Garbage and Trash Collection Consumer Price Index CPI) with a minimum three percent (3%) and maximum four percent (4%) adjustment each year.
- c. Invoices and Payment. WM will submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.
- d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

VIII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys’ fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

IX. FORCE MAJEURE

WM’s performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

X. INDEMNIFICATION

- a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys’ fees and costs of defense, based upon or arising out of the City’s breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys’ fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XI. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker’s Compensation	Statutory
B.	Employer’s Liability	\$500,000

C.	Comprehensive General Liability	\$2,000,000 per occurrence \$2,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$2,000,000 per occurrence
	ii. Property Damage Liability	\$2,000,000 per occurrence
E.	Excess/Umbrella	\$5,000,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, and, upon request by the City, but no more than once annually thereafter, WM shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

PERFORMANCE BOND

Waste Management shall provide a \$200,000 performance bond which shall remain valid for the duration of the contract.

PENALTY FOR MISSED PICKUPS

Missed pickups which have been reported to Waste Management and which have not been resolved by 6:00 p.m. the day following the regular pickup day shall result in a penalty in the amount of \$25.00 per pickup missed. This penalty shall be deducted from the amount due Waste Management on its monthly invoice, as itemized by the City.

The imposition of the above penalty is in addition to the other remedies available to insure the performance of the contract, and shall not be construed as a limitation of rights under the contract.

XII. MISCELLANEOUS PROVISIONS

a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.

b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.

g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Wisconsin, Inc.

City of Cedarburg, Wisconsin

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of WM:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4” in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS AND ADDITIONAL TERMS AND CONDITIONS

I. Delivery Specifications.

a. Material delivered by or on behalf of City or its residents may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

b. WM reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non- Recyclables More specifically, WM may “tag and leave” carts or containers when WM determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. WM may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of as refuse.

c. WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications.

II. Effect of Material Market Change. In the event that a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables, (each a “Material Change”), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of WM, the Party detrimentally affected by a Material Change may notify the other Party and request the Agreement be amended in order to offset or counteract the effect of the Material Change (e.g., increase in per residential unit rate to offset increase in costs to process Recyclables in order for WM to achieve, on an ongoing basis, profits similar to those that existed immediately prior to the Material Change). Thereafter, the Parties shall exercise commercially

reasonable and good faith efforts to negotiate a mutually acceptable amendment to the Agreement. In the event the Parties fail to execute a mutually acceptable amendment within one hundred eighty (180) days of the notification and request for amendment, the Party detrimentally affected by the Material Change may terminate the Agreement by providing the other Party with written notice of termination at least one hundred and eighty (180) days prior to the termination date.

III. Composition Audits and Excess Contamination Fee.

a. WM may perform a baseline composition study to determine the composition percentage of each commodity for the Recyclables collected under this Agreement. WM will give Customer notice of such study and the Municipality may be present to observe the study. WM will provide the Municipality with the composition results of the baseline study.

b. WM may perform additional composition studies, in its sole discretion, in order to determine if the composition of the Recyclables collected under this Agreement has deteriorated. WM will give Customer notice of such study and the Municipality may be present to observe the study. WM will provide the Municipality with the composition results of the additional composition studies.

c. If at least two composition studies, not including the baseline composition study described in III(a), above, determine that the average percentage of Non-Recyclables contained within or alongside of the Recyclables collected under this Agreement has increased by at least five percent (5%) when compared to the baseline composition study, WM may charge the Municipality an Excess Contamination Fee, which shall be assessed as a percentage of the monthly Residential Unit rate. The Excess Contamination Fee shall equal the average percentage increase in Non-Recyclables discussed immediately above.

d. As an example, if the monthly Residential Unit rate is \$20.00 and a composition study determines that the percentage of Non-Recyclables has increased by 3% compared to the baseline composition study, the Excess Contamination Fee shall be \$0.60 (3% of \$20.00) per Residential Unit per month.

**Exhibit B
PRICING**

City of Cedarburg Curbside Trash & Recycling Services

Carted Service	Rates
Weekly Trash (64 or 96-gallon WM provided Cart)	\$9.70/month/Residential Unit
Every Other Week Recycling	\$4.41/month/Residential Unit

All above rates are subject to a fuel surcharge in accordance the Fuel Surcharge Table if fuel goes above \$4.00/gallon.

Fuel Surcharge Table

The published index for determining monthly diesel fuel prices will be the Department of Energy’s (DOE) “Weekly Retail On-Highway Diesel Prices” for the Midwest region. The price published for the first Monday of the month will be used as that month’s diesel fuel price. The prices can be viewed at the DOE’s website: ([“EIA/DOE”](#)). If diesel fuel is below \$4.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon, the following percentages will apply to Waste Management’s base rate.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$4.00	0 Percent
\$4.00 to \$4.24	1 Percent
\$4.25 to \$4.49	2 Percent
\$4.50 to \$4.75	3 Percent
For every \$0.25 per gallon increase above \$4.75, the fuel surcharge will increase by 1 Percent.	

Beginning January 1, 2022, and each January 1 thereafter, the above monthly trash and recycling rates shall be adusted by the US City Average - Water, Sewer and Trash Collection Services – Garbage and Trash Collection Consumer Price Index (CPI) with a minimum three percent (3%) and maximum four percent (4%) adjustment each year. In addition, the rates shall be adjusted to reflect any applicable new or increases in federal, state, county, or local taxes or fees.

Exhibit C
Bulk Items

Acceptable Bulk Items Include:

- Furniture such as couches, tables, chairs, beds, mattresses and metal furniture
- Baby/child car seats
- Bags of Garbage/Trash – Up to three (3), 32-gallon size bags
- Basketball goal - Remove concrete base & cut to 6 ft. or less; concrete will not be collected; take to construction demolition landfill or full-service recycling center.
- Bathtubs - 60 lbs or less; 8 ft. or less; if larger than 8 ft., must cut in half. **(No cast iron tubs)**
- Bed frames - Dismantle.
- Beds (metal) - Dismantle
- Bikes
- Box springs
- Carpet - Roll & cut no longer than 4 ft.; no more than 60 lbs.
- Carts (metal) - No grocery carts.
- Couches
- China cabinet hutches - Empty; tape the glass.
- Chairs
- Chests - Empty.
- Desks - Empty.
- Doors - Tape glass, if applicable.
- Dressers - Empty.
- Entertainment centers - Empty; tape glass, if applicable.
- Fireplace inserts - Remove bricks; no bricks collected.
- Floor coverings - Includes carpet & padding installed by homeowners only; roll carpet & padding; 4 ft. or less; no more than 60 lbs.
- Garbage cans - Tag with a note indicating to take the can.
- Glass doors, windows, table inserts - Using tape, make an X over the glass and place it at curbside
- Grills - Remove propane tanks; 60 lbs or less; no commercial grills.
- Gutters - 4 ft. or less.
- Hampers - Empty.
- Landscape timbers - Cut to 4-6 ft. or less; no railroad ties. No treated wood
- Linoleum - Roll & cut no longer than 4 ft.; no more than 60 lbs.
- Loveseat
- Mattresses
- Patio furniture
- Pool Covers - Folded; only folded cover 60 lbs or less will be collected.
- Push Lawnmowers - Remove gasoline; remove battery, if applicable.
- Toilets - Clean & empty.
- Toys (large)

Any item that is too large for the truck, more than 60 lbs., or is too heavy to load safely, will not be collected.

Any item outside this list, and not on the Unacceptable Items list, will need to be assessed and a determination made by WM as to whether or not it can be safely collected.

Items not acceptable for collection include:

- **Electronic waste**
 - **PLEASE NOTE: televisions and computers and related computer equipment are banned from landfills in Wisconsin. This includes CPUs, laptops, monitors, printers, printer/fax/scan devices, mice and keyboards; and all televisions, including flat-panel televisions, projection televisions and televisions with picture tubes.**
- Any materials resulting from work performed by a commercial contractor
- Automobile parts including motors, tires on rims, doors, fenders, car seats, batteries, bumpers
- Bricks
- Brush
- Building/Construction Materials
- Cardboard boxes. Please cut down to 3 feet by 3 feet (or smaller) pieces and place in the recycling cart for collection
- Central air conditioning or heating units
- Ceramic tile
- Chain link fencing
- Cinderblocks
- Concrete
- Dirt
- Duct or sheet metal materials
- Fence posts with concrete attached
- Fire-damaged items
- Glass
- Grocery carts
- Household Trash
- Floor coverings (except carpet/padding installed or removed by homeowner)
- Marble or simulated marble countertops
- Nails or boards with protruding nails
- Oil Drums
- Paint & other hazardous waste
- Plaster
- Propane/oxygen tanks
- Railroad ties
- Rocks
- Roofing materials, shingles
- Sand
- Sheetrock
- Shingles
- Soil
- Tires
- White Goods/large appliances (washers, dryers, refrigerators, stoves/ovens, dish washers, freezers, dehumidifiers, microwaves)
- Yard waste

CITY OF CEDARBURG

MEETING DATE: September 14, 2020

ITEM NO: 8.D.

TITLE: Update on Woolen Mills Dam repairs; and action thereon.

ISSUE SUMMARY: Repairs to the Woolen Mills Dam, which is located just north of Bridge Road on Cedar Creek, were planned to be completed this fall. The City retained Graef to prepare plans and specifications for the work, but the design has been repeatedly delayed due to factors outside of our control.

The main issue is that the floodplain mapping for Cedar Creek is in the process of being updated. The new maps and models are not yet approved, and thus revised stream flow and floodplain data is unavailable. DNR has to review and approve the dam repair plans, but they can't provide the necessary design parameters to our consultant.

Since the construction needs to be done in the late summer and fall when stream flow is typically lowest, the work will have to be postponed until 2021. DNR has granted a time extension for plan completion until April 30, 2021. (copy attached)

STAFF RECOMMENDATION: Complete the required dam repairs in 2021 and/or use the time to further evaluate public sentiment on the future of Woolen Mills Dam. This could include an advisory referendum on the April 2021 ballot.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Estimated \$800,000 for repairs, with a possible 50/50 matching grant through the Municipal Dam Grant Program.

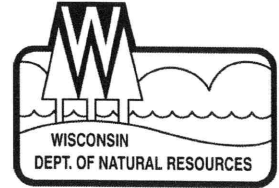
ATTACHMENTS: Copy of DNR letter granting time extension .

INITIATED/REQUESTED BY: Tom Wiza

FOR MORE INFORMATION CONTACT: Tom Wiza/Mikko Hilvo

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 31, 2020

Tom Wiza, P.E.
Director of Engineering and Public Works
W63 N645 Washington Avenue
Cedarburg, WI 53012

**SUBJECT: Variance Request to Extend the Plans & Specifications Deadline
Municipal Dam Grant Program Woolen Mill Dam Repair/Reconstruction**

Dear Mr. Wiza:

I am approving your request for a variance from s. NR 335.06(4), Wis. Admin. Code. Doing so means that the City of Cedarburg will have until April 30, 2021, to submit revised plans and specifications to the Department for the project listed above.

Variations for the Municipal Dam Grant Program are allowed under s. NR 335.15, Wis. Admin. Code. Given the justification you provided we conclude that extending the plans and specifications deadline for this project is in the best interest of all parties.

- Please note that the grant award agreement for this project will be issued after the plans and specifications and bids have been submitted and approved by the DNR Water Regulation and Zoning Engineer. Bids are due within 90 days of the plans and specifications approval date. The grant award agreement will be issued within 30 days of the bid approval date. Construction costs incurred prior to issuance of the dam grant award agreement are not eligible for reimbursement.

If you have any questions about this variance approval or concerns about the grant program requirements, please contact Wendy Peich, DNR Grant Manager, by e-mail at Wendy.Peich@wisconsin.gov or by phone (608) 264 - 9207.

Sincerely,

Wendy Peich
for
Jim Ritchie, Director
Bureau of Community Financial Assistance

C: Andrea Stern, WDNR Water Regulation & Zoning Engineer, Waukesha Service Center *via email*
Tanya Lourigan, WDNR Chief Dams and Floodplain Section, Madison *via email*
Wendy Peich, WDNR Grant Manager, Madison

CITY OF CEDARBURG

***Check Detail Register©**

Batch: 082520VOID,082820AP,082820USC,090420AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
111300 PWSB Checking					
34912	05/22/20	CEDARBURG LIGHT & WATER			
G 100-242100		DUE TO STATE - SALES	(\$211.44)		VOID-REFUND FOR STADIUM TAX PAID
		Total	(\$211.44)		
35143	06/04/20	WISCONSIN MUNICIPAL CLERKS			
E 100-514100-320		PROF PUBLICATIONS A	(\$65.00)		VOID-CLERK MEMBERSHIP
		Total	(\$65.00)		
35598	07/24/20	VALU RITE CORPORATION			
E 100-515400-210		PROFESSIONAL SERVIC	(\$1,991.66)		VOID-ASSESSOR REVALUATION & COMM MAINT
E 100-515400-219		REVALUATION	(\$866.66)		VOID-ASSESSOR REVALUATION & COMM MAINT
		Total	(\$2,858.32)		
35633	07/31/20	HSI ARRABELLE, LLC.			
E 351-566710-227		DEVELOPERS INCENTIV	(\$90,325.69)		VOID-TIF #5 DEVELOPERS INCENTIVE
		Total	(\$90,325.69)		
35857	08/28/20	ADP, LLC			
E 100-515600-210		PROFESSIONAL SERVIC	\$1,178.87	562478598	PAYROLL PROCESSING
E 100-515600-210		PROFESSIONAL SERVIC	\$457.92	562578000	PAYROLL PROCESSING
E 100-515600-210		PROFESSIONAL SERVIC	\$507.68	562579018	PAYROLL PROCESSING
		Total	\$2,144.47		
35858	08/28/20	ADVENT LUTHERAN CHURCH			
R 100-467200		PARK RENTAL FEES	\$140.00	CK REQ	PARK-REFUND PARK RENTAL
		Total	\$140.00		
35859	08/28/20	AT&T LONG DISTANCE			
E 260-555110-225		TELEPHONE/COMMUNI	\$63.65	836841746	LIBR-LONG DISTANCE
E 100-522110-225		TELEPHONE/COMMUNI	\$2.94	836841746	PD-LONG DISTANCE
		Total	\$66.59		
35860	08/28/20	AT&T MOBILITY			
E 100-522410-225		TELEPHONE/COMMUNI	\$123.63	08192020	EM-WIRELESS
E 100-522110-225		TELEPHONE/COMMUNI	\$977.37	57741169	PD-WIRELESS
		Total	\$1,101.00		
35861	08/28/20	AT&T			
E 100-533210-225		TELEPHONE/COMMUNI	\$58.35	26237576030	DPW-TELEPHONE
E 260-555110-225		TELEPHONE/COMMUNI	\$327.05	26237576030	LIBR-TELEPHONE
E 601-573825-225		TELEPHONE/COMMUNI	\$112.39	26237576030	CWRC-TELEPHONE
E 100-518100-225		TELEPHONE/COMMUNI	\$95.38	26237576030	CH-TELEPHONE
E 100-522230-225		TELEPHONE/COMMUNI	\$106.53	26237576030	FD-TELEPHONE
E 100-522110-225		TELEPHONE/COMMUNI	\$88.15	26237576030	PD-TELEPHONE
		Total	\$787.85		
35862	08/28/20	BAKER & TAYLOR BOOKS			
E 260-555110-322		DONATION EXPENDITU	\$100.00	2035337417	LIBR-DONATIONS FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$283.53	2035337417	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$62.00	2035361291	LIBR-DONATIONS

CITY OF CEDARBURG

***Check Detail Register©**

Batch: 082520VOID,082820AP,082820USC,090420AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 260-555110-319		PUBLICATIONS AND SU	\$401.61	2035361291	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$10.00	2035361292	LIBR-FRIENDS DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$453.51	2035361292	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$435.05	2035361293	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$16.21	2035361294	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$108.00	2035378929	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$342.36	2035378929	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$32.00	2035416024	LIBR-DONATIONS FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$167.18	2035416024	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$16.00	2035418450	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$444.91	2035418450	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$467.81	2035418451	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$471.24	2035418452	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$83.53	2035418453	LIBR-PUBLICATIONS
		Total	\$3,894.94		
35863	08/28/20	BELL ORTHODONTIC SOLUTIONS			
R 100-467200		PARK RENTAL FEES	\$70.00	CK REQ	PARK-REFUND PARK RENTAL
		Total	\$70.00		
35864	08/28/20	BEYER'S HARDWARE			
E 100-555510-240		REPAIR AND MAINTENA	\$28.79	158879	REC-REPAIR & MAINTENANCE
E 100-555510-240		REPAIR AND MAINTENA	\$14.38	158973	REC-REPAIR & MAINTENANCE
E 100-555510-240		REPAIR AND MAINTENA	\$23.38	159187	REC-REPAIR & MAINTENANCE
E 100-533210-353		MAINTENANCE PARTS	\$30.48	159245	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$24.29	159276	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$17.07	159301	DPW-MAINTENANCE PARTS
E 100-518100-240		REPAIR AND MAINTENA	\$5.80	159314	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$14.76	159369	DPW-MAINTENANCE PARTS
		Total	\$158.95		
35865	08/28/20	BUSINESS CARD			
E 260-555110-382		LIBRARY TECHNOLOGY	\$9.99	7141	LIBR-TECHNOLOGY
		Total	\$9.99		
35866	08/28/20	CEDARBURG LIGHT & WATER			
G 100-256201		DUE TO L&W IMPACT F	\$2,007.82	CK REQ	WTR IMPACE FEE-KORNDORFER HOMES W48N8128 HERON COURT SANDHILL TRAILS
E 601-573835-360		MANHOLE ADJUSTMEN	\$12,572.13	CK REQ	CWRC-SEWERAGE AUGUST 2020
		Total	\$14,579.95		
35867	08/28/20	COMPLETE OFFICE OF WISCONSIN			
E 100-522110-310		OFFICE SUPPLIES	\$60.82	731213	PD-OFFICE SUPPLIES
E 100-514200-310		OFFICE SUPPLIES	\$408.80	740650	PD-OFFICE SUPPLIES
		Total	\$469.62		
35868	08/28/20	CONLEY MEDIA, LLC			
E 601-573850-320		PROF PUBLICATIONS A	\$117.00	2137691	CWRC-SUBSCRIPTION RENEWAL
		Total	\$117.00		
35869	08/28/20	DEMCO			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 260-555110-322		DONATION EXPENDITU	\$594.38	6828388	LIBR-DONATION FRIENDS
E 260-555110-310		OFFICE SUPPLIES	\$20.50	6828388	LIBR-OFFICE SUPPLIES
E 260-555110-310		OFFICE SUPPLIES	\$222.15	6830573	LIBR-OFFICE SUPPLIES
		Total	\$837.03		
35870	08/28/20	EGELHOFF LAWNMOWER SERVICE			
E 100-533210-353		MAINTENANCE PARTS	\$20.90	274723	DPW-MAINTENANCE PARTS
		Total	\$20.90		
35871	08/28/20	BOND TRUST SERVICES CORP.			
E 353-566710-290		MAINT/CONTRACTED S	\$100.00	84411	CONTRACTED SERVICES-TIF #6
		Total	\$100.00		
35872	08/28/20	FASTENAL COMPANY			
E 100-533210-350		OPERATING SUPPLIES	\$133.92	WISAU11895	DPW-OPERATING
		Total	\$133.92		
35873	08/28/20	FIRST CHOICE TREE CARE, INC.			
E 100-555510-341		TREES AND SUPPLIES	\$262.00	31461	PARKS-DONATIONS
G 100-239837		DEVELOPERS DEPOSIT-	\$2,693.00	31461	DEVELOPERS ACCOUNT
E 100-522100-340		MAINTENANCE SUPPLIE	\$351.00	31461	PD-MAINTENANCE
		Total	\$3,306.00		
35874	08/28/20	FIVE CORNERS DODGE			
E 100-522120-240		REPAIR AND MAINTENA	\$1,308.84	68553	PD-REPAIR-16 EXPLORER B&W
		Total	\$1,308.84		
35875	08/28/20	FPSOLUTIONS, LLC			
E 100-522100-240		REPAIR AND MAINTENA	\$3,165.00	15811	PD-REPAIR & MAINTENANCE
		Total	\$3,165.00		
35876	08/28/20	GLOBAL EQUIPMENT COMPANY, INC			
E 100-533210-350		OPERATING SUPPLIES	\$133.90	116458201	DPW-OPERATING
		Total	\$133.90		
35877	08/28/20	GUETZKE & ASSOCIATES, INC.			
E 100-522230-240		REPAIR AND MAINTENA	\$220.00	0228920-IN	FD-REPAIR & MAINTENANCE
		Total	\$220.00		
35878	08/28/20	HEIDER & BOTT COMPANY, INC.			
E 100-533440-240		REPAIR AND MAINTENA	\$194.29	849043-000	100533440240DPW-STORM REPAIR & MAINTENANCE
		Total	\$194.29		
35879	08/28/20	HUBER TECHNOLOGY, INC			
G 601-185332		PRELIM TREATMENT PL	\$9,500.00	II20004315	CWRC-PRELIM PLAN EQUIP
		Total	\$9,500.00		
35880	08/28/20	EMERGENCY SERVICES MARKETING C			
E 100-522110-225		TELEPHONE/COMMUNI	\$305.00	20-11208	PD-ONE YEAR SUBSCRIP-TELEPHONE CALL COSTS
		Total	\$305.00		
35881	08/28/20	IBS OF SOUTHEASTERN WISCONSIN			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-533210-353		MAINTENANCE PARTS	\$133.95	110163718	DPW-MAINTENANCE PARTS
		Total	\$133.95		
35882	08/28/20	ID NETWORKS			
E 100-522110-240		REPAIR AND MAINTENA	\$1,857.00	276568	PD-ANNUAL SERVICE MAINTENANCE FEE 9/1/20-8/31/21
		Total	\$1,857.00		
35883	08/28/20	ELAINE JACOBSEN			
R 100-463101		PUBLIC WORKS FEES	\$40.00	CK REQ	REFUND-ITEMS GONE
		Total	\$40.00		
35884	08/28/20	LESLIE LANEY			
R 220-467310		SUMMER/WINTER REC	\$416.00	CK REQ	REC-REFUND PLAYGROUND CAMP-CHECK REISSUE
		Total	\$416.00		
35885	08/28/20	LANGE ENTERPRISES			
E 100-533311-363		SIGNS	\$161.71	73502	DPW-SIGNS
		Total	\$161.71		
35886	08/28/20	LANNON STONE PRODUCTS, INC.			
E 200-544210-230		GROUNDS MAINTENAN	\$201.85	1264649	CEMETERY-GROUNDS MAINTENANCE
		Total	\$201.85		
35887	08/28/20	LETTERS & SIGNS			
E 400-533210-996		EQUIPMENT REPLACEM	\$2,345.00	4423	DPW-EQUIPMENT REPLACEMENT
		Total	\$2,345.00		
35888	08/28/20	LIESENER SOILS INC.			
E 100-555510-240		REPAIR AND MAINTENA	\$696.00	0185498-IN	PARKS-REPAIR & MAINTENANCE
		Total	\$696.00		
35889	08/28/20	MACQUEEN EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$293.47	P16283	DPW-MAINTENANCE PARTS
		Total	\$293.47		
35890	08/28/20	MANAGERPLUS LLC			
E 100-533210-380		EQUIPMENT/CAPITAL O	\$2,965.66	M32580	DPW-SOFTWARE AGREEMENT
		Total	\$2,965.66		
35891	08/28/20	BETH MILAR MARTIN			
R 100-467200		PARK RENTAL FEES	\$150.00	CK REQ	PARK-REFUND PARK RENTAL
		Total	\$150.00		
35892	08/28/20	MID-STATE EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$42.31	H59233	DPW-MAINTENANCE PARTS
		Total	\$42.31		
35893	08/28/20	NAPA AUTO PARTS			
E 100-533210-353		MAINTENANCE PARTS	\$40.44	5269-086401	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$35.30	5269-086623	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	(\$41.45)	5269-086646	DPW-MAINTENANCE PARTS

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-533210-353		MAINTENANCE PARTS	\$12.33	5269-086692	DPW-MAINTENANCE PARTS
		Total	\$46.62		
35894	08/28/20	NASSCO, INC.			
E 601-573830-342		JANITORIAL SUPPLIES	\$191.05	S2654665.00	CWRC-JANITORIAL SUPPLIES
E 260-555110-350		OPERATING SUPPLIES	\$281.54	S2659020.00	LIBR-OPERATING SUPPLIES
		Total	\$472.59		
35895	08/28/20	NEWMAN CHEVROLET			
E 100-533210-353		MAINTENANCE PARTS	\$60.72	168667	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$495.00	168780	DPW-MAINTENANCE PARTS
		Total	\$555.72		
35896	08/28/20	RUTH NUELK			
R 100-467200		PARK RENTAL FEES	\$70.00	CK REQ	PARK-REFUND PARK RENTAL
		Total	\$70.00		
35897	08/28/20	OFFICE COPYING EQUIPMENT, LTD			
E 100-514700-385		EQUIPMENT OUTLAY	\$11.13	AR112604	TECH-FREIGHT-TONER
E 100-514700-385		EQUIPMENT OUTLAY	\$14.14	AR116622	TECH-FREIGHT-TONER
		Total	\$25.27		
35898	08/28/20	OLIVER FIONTAR LLC			
E 350-566710-227		DEVELOPERS INCENTIV	\$39,113.75	611	TIF #4 - DRAW #42
E 350-566710-227		DEVELOPERS INCENTIV	\$4,843.84	612	TIF #4 - DRAW #42
		Total	\$43,957.59		
35899	08/28/20	OTC BRANDS, INC.			
E 260-555110-322		DONATION EXPENDITU	\$54.99	704678522-0	LIBR-DONATIONS-FRIENDS
		Total	\$54.99		
35900	08/28/20	OSI ENVIRONMENTAL, INC.			
E 100-533730-344		RECYCLING EXPENSES	\$35.00	1051369	DPW-RECYCLING EXPENSE
		Total	\$35.00		
35901	08/28/20	OZAUKEE ACE HARDWARE			
E 700-519400-524		INSURANCE CLAIMS - 2	\$51.28	164142	INS. CLAIM-MAILBOX
		Total	\$51.28		
35902	08/28/20	QUALITY STATE OIL CO.,INC.			
E 100-533210-353		MAINTENANCE PARTS	\$500.00	2880137	DPW-MAINTENANCE PARTS
		Total	\$500.00		
35903	08/28/20	REINDERS,INC.			
E 100-533210-353		MAINTENANCE PARTS	\$86.35	1844024-01	DPW-MAINTENANCE PARTS
		Total	\$86.35		
35904	08/28/20	ROTARY CLUB OF CEDARBURG			
E 100-522110-330		TRAVEL & TRAINING	\$227.00	1971	PD-DUES JULY - SEPTEMBER 2020
		Total	\$227.00		
35905	08/28/20	SAN-A-CARE, INC.			

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E 100-533210-350		OPERATING SUPPLIES	\$264.95	525660	DPW-OPERATING
		Total	\$264.95		
35906	08/28/20	THOMAS SCHIESL			
R 100-463101		PUBLIC WORKS FEES	\$25.00	CK REQ	REFUND-APPLIANCE PICK UP ITEMS GONE
		Total	\$25.00		
35907	08/28/20	MARY SHEFFIELD			
E 100-566310-210		PROFESSIONAL SERVIC	\$2,343.50	CK REQ	ED-AUGUST 2020
		Total	\$2,343.50		
35908	08/28/20	SHERWIN INDUSTRIES, INC.			
E 100-533311-240		REPAIR AND MAINTENA	\$108.28	SC045505	DPW-STREET REPAIR & MAINTENANCE
		Total	\$108.28		
35909	08/28/20	SHERWIN-WILLIAMS			
E 100-533311-240		REPAIR AND MAINTENA	\$680.70	7978-7	DPW-STREET REPAIR & MAINTENANCE
		Total	\$680.70		
35910	08/28/20	SILENT WAKE, LLC			
E 220-555390-290		MAINT/CONTRACTED S	\$612.00	0013	REC-CONTRACTED SERVICES-KAYAK CLASS
		Total	\$612.00		
35911	08/28/20	SNAP-ON INDUSTRIAL			
E 601-573840-340		MAINTENANCE SUPPLIE	\$267.52	ARV/447123	CWRC-MAINTENANCE
E 601-573840-340		MAINTENANCE SUPPLIE	\$347.15	ARV/447128	CWRC-MAINTENANCE
		Total	\$614.67		
35912	08/28/20	SPEEDY CLEAN DRAIN & SEWER			
E 601-573835-360		MANHOLE ADJUSTMEN	\$4,000.00	71097	CWRC-COLLECTION SYSTEM MANHOLE
		Total	\$4,000.00		
35913	08/28/20	SUPERIOR CHEMICAL CORP.			
E 100-555510-240		REPAIR AND MAINTENA	\$796.05	275760	PARKS-REPAIR & MAINTENANCE - COVID EXPENSE
		Total	\$796.05		
35914	08/28/20	THE UNIFORM SHOPPE			
E 100-522120-346		UNIFORMS	\$139.90	302192	PD-UNIFORMS
		Total	\$139.90		
35915	08/28/20	TIME WARNER CABLE			
E 100-555510-220		Internet	\$111.97	3501	PARKS-INTERNET CEDAR CREEK PARK
E 100-533210-350		OPERATING SUPPLIES	\$117.48	8501	DPW-FIRE LINES
E 100-555510-220		Internet	\$117.48	8501	INTERNET SHOP
		Total	\$346.93		
35916	08/28/20	U.S. CELLULAR			
E 601-573825-225		TELEPHONE/COMMUNI	\$15.42	389270784	CWRC-TABLET
E 100-522310-225		TELEPHONE/COMMUNI	\$45.92	389270784	BI-TELECOM
E 100-533210-225		TELEPHONE/COMMUNI	\$15.42	389270784	DPW-TABLET
E 601-573825-225		TELEPHONE/COMMUNI	\$6.14	389270784	CWRC-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$40.92	389270784	CWRC-TELECOM

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-555510-225		TELEPHONE/COMMUNI	\$15.42	389270784	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$15.42	389270784	PARKS-TABLET
E 601-573825-225		TELEPHONE/COMMUNI	\$15.42	389270784	CWRC-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$15.42	389270784	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$15.42	389270784	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$15.42	389270784	DPW-IPAD
E 100-533110-225		TELEPHONE/COMMUNI	\$7.32	389270784	ENG-TELECOM
E 100-533210-225		TELEPHONE/COMMUNI	\$40.92	389270784	DPW-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$23.92	389270784	CH-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$45.92	389270784	ENG-TELECOM
E 100-555145-225		TELEPHONE/COMMUNI	\$7.52	389270784	SC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$40.92	389270784	PARKS-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$40.92	389270784	CWRC-DUTY PHONE
		Total	\$423.78		
35917	08/28/20	WM CORPORATE SERVICES, INC.			
E 100-555510-240		REPAIR AND MAINTENA	\$312.02	6530784-227	PARKS-REPAIR & MAINTENANCE
		Total	\$312.02		
35918	08/28/20	ZUERN BUILDING PRODUCTS			
E 100-533440-240		REPAIR AND MAINTENA	\$57.46	251236	DPW-STORM REPAIR & MAINTENANCE
		Total	\$57.46		
35919	09/04/20	AECOM TECHNICAL SERVICES INC			
E 400-533440-472		NR216 COMPLIANCE	\$2,333.67	2000400925	NR 216 COMPLIANCE
		Total	\$2,333.67		
35920	09/04/20	AMERICAN INDUSTRIAL MEDICAL			
E 100-518100-350		OPERATING SUPPLIES	\$31.04	22448	CH-HEARING TESTING
E 100-533110-210		PROFESSIONAL SERVIC	\$31.04	22448	ENG-HEARING TESTING
G 100-156200		DUE FROM LIGHT & WA	\$62.08	22448	L&W-HEARING TESTING
E 100-533210-210		PROFESSIONAL SERVIC	\$279.44	22448	DPW-HEARING TESTING
E 100-555510-210		PROFESSIONAL SERVIC	\$124.16	22448	PARKS-HEARING TESTING
E 601-573850-210		PROFESSIONAL SERVIC	\$186.24	22448	CWRC-HEARING TESTING
		Total	\$714.00		
35921	09/04/20	AURORA HEALTH CARE			
E 260-555110-395		EMPLOYMENT EXPENS	\$144.00	832605	LIBR-DRUG SCREEN
		Total	\$144.00		
35922	09/04/20	BAKER & TAYLOR AV PRE PROCESS			
E 260-555110-319		PUBLICATIONS AND SU	\$207.92	H49854910	LIBR-PUBLICATIONS
		Total	\$207.92		
35923	09/04/20	BAKER & TAYLOR BOOKS			
E 260-555110-322		DONATION EXPENDITU	\$20.00	2035345212	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$183.56	2035345212	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$50.00	2035367084	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$300.31	2035367084	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$50.00	2035423792	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$418.86	2035423792	LIBR-PUBLICATIONS

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E 260-555110-319		PUBLICATIONS AND SU	\$318.40	2035423793	LIBR-PUBLICATIONS
		Total	\$1,341.13		
35924	09/04/20	BARTLETT MANUFACTURING CO. LLC			
E 100-555510-240		REPAIR AND MAINTENA	\$178.65	79821	PARKS-REPAIR & MAINTENANCE
		Total	\$178.65		
35925	09/04/20	BARTON SMALL ENGINE, LLC			
E 100-555510-240		REPAIR AND MAINTENA	\$34.00	278699	PARKS-REPAIR & MAINTENANCE
		Total	\$34.00		
35926	09/04/20	BEAR GRAPHICS, INC.			
E 100-514200-310		OFFICE SUPPLIES	\$215.66	0852288	ELECTIONS-OFFICE SUPPLIES
		Total	\$215.66		
35927	09/04/20	BOEHLKE BOTTLED GAS CORP.			
G 221-161500		FUEL INVENTORY	\$534.15	89013	DPW-FUEL INVENTORY
		Total	\$534.15		
35928	09/04/20	BRAKE & EQUIPMENT COMPANY			
E 400-533210-880		EQUIP REPLACEMENT	\$16,240.00	613541	DPW-EQUIPMENT REPLACEMENT
		Total	\$16,240.00		
35929	09/04/20	BRAUN THYSSENKRUPP ELEVATOR			
E 100-518100-240		REPAIR AND MAINTENA	\$232.02	10261	COMPLEX-MAINTENANCE
		Total	\$232.02		
35930	09/04/20	BENJAMIN CARR			
R 100-467200		PARK RENTAL FEES	\$70.00	CK REQ	REC-REFUND PARK RENTAL
		Total	\$70.00		
35931	09/04/20	CASPERS TRUCK EQUIPMENT			
E 400-533210-996		EQUIPMENT REPLACEM	\$15,727.00	0045397-IN	DPW-EQUIPMENT
		Total	\$15,727.00		
35932	09/04/20	CEDARBURG LIGHT & WATER			
G 100-256201		DUE TO L&W IMPACT F	\$2,007.82	CK REQ	WTR IMPACT FEE-CORNERSTONE DEVELOPMENT N116W5590 LUCAS CT
G 100-256201		DUE TO L&W IMPACT F	\$2,007.82	CK REQ	WTR IMPACT FEE-CORNERSTONE DEVELOPMENT-N118W5523 LUCAS CT
		Total	\$4,015.64		
35933	09/04/20	JON CENSKY			
E 100-566310-210		PROFESSIONAL SERVIC	\$5,955.08	20-0008	PLAN-AUGUST 2020
		Total	\$5,955.08		
35934	09/04/20	CHAY'S TAE KWON DO			
E 220-555390-290		MAINT/CONTRACTED S	\$280.00	2902	REC-CONTRACTED SERVICES
		Total	\$280.00		
35935	09/04/20	CONLEY MEDIA, LLC			
E 100-514100-325		LEGAL PUBLICATIONS	\$215.14	265190720	CLERK-LEGAL PUBLICATIONS

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Total			\$215.14		
35936	09/04/20	CROWLEY CONSTRUCTION CORP.			
E 100-533311-240		REPAIR AND MAINTENA	\$8,437.21	11698	DPW-STREET REPAIR & MAINTENACE
Total			\$8,437.21		
35937	09/04/20	CULLIGAN OF WEST BEND			
E 100-522100-340		MAINTENANCE SUPPLIE	\$118.80	391272	PD-MAINTENANCE SUPPLIES
Total			\$118.80		
35938	09/04/20	ENTRANCE SYSTEMS			
E 100-533210-210		PROFESSIONAL SERVIC	\$202.24	40133	DPW-REPAIR
Total			\$202.24		
35939	09/04/20	FASTENAL COMPANY			
E 100-533210-353		MAINTENANCE PARTS	\$121.05	WISAU11909	DPW-MAINTENANCE PARTS
Total			\$121.05		
35940	09/04/20	FORESTRY SUPPLIERS			
E 100-555510-240		REPAIR AND MAINTENA	\$133.91	760087-00	PARKS-REPAIR & MAINTENANCE
Total			\$133.91		
35941	09/04/20	GALL PLUMBING, INC			
E 100-522100-240		REPAIR AND MAINTENA	\$968.00	17102	PD-REPAIR & MAINTENANCE
Total			\$968.00		
35942	09/04/20	GRAINGER			
E 100-555510-240		REPAIR AND MAINTENA	\$40.08	9595543563	PARKS-REPAIR & MAINTENANCE
Total			\$40.08		
35943	09/04/20	GUETZKE & ASSOCIATES, INC.			
E 100-522230-240		REPAIR AND MAINTENA	\$725.00	0238420-IN	FD-REPAIR & MAINTENANCE
Total			\$725.00		
35944	09/04/20	HOME DEPOT CREDIT SERVICES			
E 100-514200-380		EQUIPMENT/CAPITAL O	\$66.78	3692	ELECTIONS-EQUIPMENT
E 100-533210-353		MAINTENANCE PARTS	\$266.87	3692	DPW-MAINTENANCE PARTS
E 100-533210-350		OPERATING SUPPLIES	\$369.62	3692	DPW-OPERATING SUPPLIES
E 100-533210-350		OPERATING SUPPLIES	\$17.98	3692	DPW-OPERATING SUPPLIES
E 100-533210-350		OPERATING SUPPLIES	\$63.30	3692	DPW-OPERATING SUPPLIES
E 601-573840-340		MAINTENANCE SUPPLIE	\$26.10	3692	CWRC-MAINTENANCE SUPPLIES
Total			\$810.65		
35945	09/04/20	IBS OF SOUTHEASTERN WISCONSIN			
E 100-522120-240		REPAIR AND MAINTENA	\$250.95	100683173	PD-REPAIR & MAINTENANCE-2018 INTERCEPTOR
Total			\$250.95		
35946	09/04/20	JANI-KING OF MILWAUKEE			
E 100-533210-350		OPERATING SUPPLIES	\$382.87	MIL09200424	DPW-OPERATING SUPPLIES
E 260-555110-290		MAINT/CONTRACTED S	\$933.24	MIL09200451	LIBR-MAINTENANCE
Total			\$1,316.11		

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35947	09/04/20	JOSEPH JACOBS			
E 100-522310-210		PROFESSIONAL SERVIC	\$540.00	20-017	BI-8/26-8/31/20
		Total	\$540.00		
35948	09/04/20	JUNIOR LIBRARY GUILD			
E 260-555110-319		PUBLICATIONS AND SU	\$2,462.88	518683	LIBR-PUBLICATIONS
		Total	\$2,462.88		
35949	09/04/20	KANOPY, INC.			
E 260-555110-319		PUBLICATIONS AND SU	\$458.00	212177	LIBR-PUBLICATIONS
		Total	\$458.00		
35950	09/04/20	KATHY KLUPPER			
E 100-522410-330		TRAVEL & TRAINING	\$62.66	CK REQ	EM-TRAINING-LUNCH @ MEETING
		Total	\$62.66		
35951	09/04/20	LAKESHORE			
E 260-555110-322		DONATION EXPENDITU	\$114.97	3504440820	LIBR-DONATIONS-FRIENDS
		Total	\$114.97		
35952	09/04/20	LANGE ENTERPRISES			
E 100-522310-310		OFFICE SUPPLIES	\$255.08	73656	BI-OFFICE SUPPLIES
		Total	\$255.08		
35953	09/04/20	LAROSA LANDSCAPE COMPANY			
E 100-522100-240		REPAIR AND MAINTENA	\$524.16	7359-IN	PD-MAINTENANCE
		Total	\$524.16		
35954	09/04/20	LIESENER SOILS INC.			
E 100-555510-240		REPAIR AND MAINTENA	\$696.00	0185944-IN	PARKS-REPAIR & MAINTENANCE
		Total	\$696.00		
35955	09/04/20	NAPA AUTO PARTS			
E 100-533210-353		MAINTENANCE PARTS	\$28.96	5269-087821	DPW-MAINTENANCE PARTS
		Total	\$28.96		
35956	09/04/20	NASSCO, INC.			
E 260-555110-350		OPERATING SUPPLIES	\$34.98	S2659020.00	LIBR-OPERATING SUPPLIES
		Total	\$34.98		
35957	09/04/20	NEWMAN CHEVROLET			
E 100-522120-240		REPAIR AND MAINTENA	\$195.79	24132	PD-REPAIR & MAINTENANCE-2013 IMPALA
E 100-533210-353		MAINTENANCE PARTS	\$230.00	24173	DPW-MAINTENANCE
		Total	\$425.79		
35958	09/04/20	OFFICE DEPOT			
E 260-555110-310		OFFICE SUPPLIES	\$98.35	11760952300	LIBR-OFFICE SUPPLIES
E 260-555110-310		OFFICE SUPPLIES	\$3.19	11761401600	LIBR-OFFICE SUPPLIES
E 100-566310-310		OFFICE SUPPLIES	\$23.99	11815228400	PLAN-OFFICE SUPPLIES
E 100-515600-310		OFFICE SUPPLIES	\$34.69	11815228400	TREAS-OFFICE SUPPLIES
E 100-522110-310		OFFICE SUPPLIES	\$97.14	11864125800	PD-OFFICE SUPPLIES

CITY OF CEDARBURG

***Check Detail Register©**

Batch: 082520VOID,082820AP,082820USC,090420AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-514100-310		OFFICE SUPPLIES	\$9.98	11870401300	CLERK-OFFICE SUPPLIES
E 100-514100-310		OFFICE SUPPLIES	\$43.50	11870592800	CLERK-OFFICE SUPPLIES
		Total	\$310.84		
35959	09/04/20	OLSENS PIGGLY WIGGLY			
E 100-522410-330		TRAVEL & TRAINING	\$31.36	39315	EM-TRAVEL & TRAINING
		Total	\$31.36		
35960	09/04/20	ONTECH SYSTEMS, INC			
E 100-514700-210		PROFESSIONAL SERVIC	\$81.00	50701	TECH-MARKET DRIVE & MANAGERS PLUS TROUBLESHOOTING
		Total	\$81.00		
35961	09/04/20	OWEN'S OFFICE SUPPLIES			
E 100-522310-310		OFFICE SUPPLIES	\$318.50	30017	BI-OFFICE SUPPLIES
		Total	\$318.50		
35962	09/04/20	OZAUKEE ACE HARDWARE			
E 100-533210-350		OPERATING SUPPLIES	\$74.47	164209	DPW-OPERATING
		Total	\$74.47		
35963	09/04/20	OZAUKEE COUNTY CLERK OF			
R 100-451101		COURT PENALTIES & C	\$150.00	CK REQ	PD-NICOLE M. TERCHER; CPD 20-16435
		Total	\$150.00		
35964	09/04/20	PITNEY BOWES GLOBAL FINANCIAL			
E 100-514100-315		POSTAGE	\$112.51	3311701958	CLERK-POSTAGE METER
		Total	\$112.51		
35965	09/04/20	RK CONSTRUCTION & INSPECTION,			
E 100-522310-210		PROFESSIONAL SERVIC	\$378.00	14	BI-8/17-8/21/20
		Total	\$378.00		
35966	09/04/20	RNOW INC			
E 100-533210-353		MAINTENANCE PARTS	\$154.30	2020-58536	DPW-MAINTENANCE PARTS
		Total	\$154.30		
35967	09/04/20	STREICHER'S POLICE EQUIPMENT			
E 100-522120-380		EQUIPMENT/CAPITAL O	\$2,094.00	11447475	PD-EQUIPMENT
		Total	\$2,094.00		
35968	09/04/20	SUNSET LAW ENFORCEMENT			
E 100-522120-380		EQUIPMENT/CAPITAL O	\$2,200.00	0003993-IN	PD-EQUIPMENT
		Total	\$2,200.00		
35969	09/04/20	TIME WARNER CABLE			
E 100-522110-225		TELEPHONE/COMMUNI	\$434.00	082520	PD-INTERNET
		Total	\$434.00		
35970	09/04/20	TRANSUNION RISK & ALTERNATIVE			
E 100-522110-225		TELEPHONE/COMMUNI	\$50.00	428298	PD-AUGUST 2020 FEE
		Total	\$50.00		

CITY OF CEDARBURG

09/08/20 7:56 AM

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Batch: 082520VOID,082820AP,082820USC,090420AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
35971	09/04/20	UNIFIRST CORPORATION			
E 601-573825-372		SAFETY EQUIPMENT	\$82.45	096 1143501	CWRC-SAFETY
E 601-573825-372		SAFETY EQUIPMENT	\$78.35	096 1144532	CWRC-SAFETY
E 601-573830-342		JANITORIAL SUPPLIES	\$67.54	096 1144539	CWRC-JANITORIAL
E 100-518100-240		REPAIR AND MAINTENA	\$104.19	096 1145557	CH-MAINTENANCE
		Total	\$332.53		
35972	09/04/20	VERMEER-WISCONSIN			
E 100-533210-353		MAINTENANCE PARTS	\$362.53	20234988	DPW-MAINTENANCE PARTS
		Total	\$362.53		
35973	09/04/20	WALTS PETROLEUM SERVICE INC			
E 100-533210-351		GAS AND OIL EXPENSE	\$235.50	114200	DPW-GAS & OIL EXPENSE
		Total	\$235.50		
35974	09/04/20	WE ENERGIES			
E 100-533210-222		ELECTRIC	\$20.73	495	DPW-ELECTRIC HWY 60 FINAL BILL
		Total	\$20.73		
35975	09/04/20	WISCONSIN DEPT OF JUSTICE			
E 100-522110-225		TELEPHONE/COMMUNI	\$105.00	L4603T	PD-AUGUST 2020
		Total	\$105.00		
35976	09/04/20	WI DEPT OF SAFETY AND			
E 100-522120-352		K-9 UNIT EXPENSE	\$25.00	CK REQ	PD-CONTROLLED SUBSTANCE RENEWAL
		Total	\$25.00		
35977	09/04/20	WISCONSIN HUMANE SOCIETY			
E 100-522110-213		ANIMAL POUND	\$265.00	1787	PD-STRAY FEES JULY 2020
		Total	\$265.00		
		111300 PWSB Checking	\$90,316.20		

Fund Summary

111300 PWSB Checking

100 GENERAL FUND	\$58,908.76
200 CEMETERY FUND	\$201.85
220 RECREATION PROGRAMS FUND	\$1,308.00
221 FUEL SYSTEM - WASH BAY	\$534.15
260 LIBRARY FUND	\$11,267.85
350 TIF DISTRICT FUND #4	\$43,957.59
351 TIF DISTRICT FUND #5	(\$90,325.69)
353 TIF DISTRICT #6	\$100.00
400 CAPITAL IMPROVEMENTS FUND	\$36,645.67
601 WATER RECYCLING CENTER	\$27,666.74
700 RISK MANAGEMENT FUND	\$51.28
	\$90,316.20

CITY OF CEDARBURG
TRANSFER LIST
8/29/20-9/11/20

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
8/31/2020	\$112,181.47	WRS-July remittance
9/1/2020	\$148,556.25	DTC-interest payments due
9/1/2020	\$83,847.20	WRS-September health insurance premiums
9/1/2020	\$6,924.80	Delta Dental-September dental insurance premiums
9/4/2020	\$3,153.99	Light & Water-August charges
9/4/2020	\$561.39	Superior Vision-September vision insurance premiums
9/4/2020	\$970.62	Aflac-September premiums
9/4/2020	\$3,140.35	Minnesota Life-October life insurance premiums
9/9/2020	\$205,000.00	PWSB Payroll
9/10/2020	\$6,369.54	Health Savings Accounts-contributions for 8/23/20-9/5/20
9/10/2020	\$1,734.28	ICMA-contributions for 8/23/20-9/5/20
9/10/2020	\$5,246.80	North Shore Bank-contributions for 8/23/20-9/5/20
9/10/2020	\$440.00	Police Association-union dues for 8/23/20-9/5/20
9/10/2020	\$346.15	State of Wisconsin-child support
9/11/2020	\$2,006.60	Light & Water-August charges
9/11/2020	\$466.17	Light & Water-August charges
	<u>\$580,945.61</u>	

PWSB PAYROLL CHECKING ACCOUNT

9/11/2020	\$143,844.44	Payroll for 8/23/20-9/5/20
9/11/2020	\$61,195.75	Payroll taxes for 8/23/20-9/5/20
	<u>\$205,040.19</u>	

PWSB MONEY MARKET ACCOUNT

8/31/2020	\$130,000.00	PWSB Checking
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**City of Cedarburg
2020 Second Quarter
Financial Report**

Prepared By:
Christy Mertes, Finance Director/Treasurer
Kelly Livingston, Deputy Treasurer/Payroll Officer
Kathy Huebl, Accounts Receivable/Accountant II

Memorandum

To: Mike O’Keefe, Mayor
Common Council

From: Christy Mertes, Finance Director/Treasurer

Date: August 27, 2020

Re: June 30, 2020 Financial Report

The following pages are the second quarter 2020 financial report for the City of Cedarburg for your review. Included with this report are the following financial statements:

- General Fund (Section A)
- Special Revenue Funds (Section B)
- Capital Improvements (Section C)
- Water Recycling Center (Section D)
- Department Salary Analysis (Section E)
- Cash and Investments (Section F)
- Accounts Receivable and Special Assessments (Section G)
- Environmental (Section H)
- Risk Management (Section I)
- Debt Service Fund (Section J)
- TIF #3, #4, #5 and #6 (Section K)
- Light & Water (Section L)

Please contact the Treasurer’s Office at 375-7607 with questions you may have regarding the report.

City of Cedarburg
General Fund
Second Quarter Financial Report
June 30, 2020

Operations at the end of the quarter were in line with budget for revenues and expenditures. The comments below highlight some of the significant accounts and fluctuations from the budget.

Revenues

At the end of the second quarter revenues totaled \$7,709,194; 81% realized.

Property taxes were 100% realized in January. **Property tax equivalent** from Light & Water is accrued and paid monthly; currently 50% realized.

The **Intergovernmental Revenues** at the end of the quarter were \$481,986; 36% realized. This category includes State Aids. The larger aid payments are received through installments while the smaller payments are one-time only. At the end of the second quarter 50% of the State transportation aids have been received and the personal property aid and recycling grants were received in full. The Police Department DOT grant was also received in the amount of \$3,812.

Regulation and Compliance Revenues totaled \$238,417; 53% realized. Permits are 84% realized.

Court penalties and costs are 43% realized at the end of the second quarter.

Cable franchise fees are received 30 days after the quarter ends. This revenue is down this year due to the new State law restricting the amount a municipality may collect. The revenue will decrease another 0.5% for 2021. Their first quarter payment totaled \$23,511; 17% revenues realized.

Public Charges for Services are 37% realized; in the amount of \$45,547. Police Department fees are 75% realized. Also included in this category are the Public Works' fees; 71% realized. Included in the Public Works fees account are the recycling cart upgrades and appliance pick up fees. Park rental fees totaled \$6,202; 89% realized at the end of the quarter. Senior Center fees which include the senior van and tour sales are \$9,814 at quarter end; 20% realized. The Senior Center trips have been cancelled for the year so those revenues will be down; however, the loss in revenues will be offset by lower expenditures.

Intergovernmental Charges are \$111,392 or 46% realized at the end of the quarter. Included in this category are the quarterly billings to the Town for the Fire and EMS shared services and the Cedarburg School District payments for the crossing guards' payroll expenditures. The revenue for the crossing guards will be under budget for the year due to the early school closing; however, this will be offset by lower crossing guard wages. The actual Fire and EMS expenditures are charged out to the Town for reimbursement based on a formula.

Interdepartmental Charges are \$2,260 at quarter end; 15% realized. Fees charged are for the Water Recycling Center, room tax, TIF, and CDBG administrative services. Room tax administrative fees are collected the month after the quarter end when the funds are distributed to the Chamber of Commerce Tourism, Promotion and Development Committee. The Room Tax revenues are only 17% realized after the first quarter collection.

Commercial Revenues include interest, rent, donations and the sale of City property. These revenues are \$295,813; 84% realized. Interest revenue is 38% realized; \$53,895 at quarter end. The interest rates have dropped since the first of the year and the account may end up under budget at year end.

General Fund
Second Quarter Financial Report

Expenditures

At the end of the second quarter expenditures are expected to be 50% expended. Expenditures totaled \$4,221,325 and 44% expended. The budget amounts include the 2019 encumbrances for goods or services that were carried over to 2020. The Council approved these changes to the budget at the February 24th meeting. Encumbrances included purchases for Elections, Assessor's Office and Public Works that were not completed in 2019. In total \$17,000 was carried over from 2019.

General Government expenditures at the end of the second quarter are \$584,054; 44% expended. General Government includes the Council, Mayor, Clerk, Treasurer, audit, legal, Assessor, and City Hall Departments.

Public Safety expenditures are \$1,965,961; 45% expended, at quarter end. The departments were all in line with their budget for the quarter.

Public Works expenditures are \$1,165,350; 42% expended. In total the department is in line with the budget.

The **Parks, Forestry & Recreation Department** expenditures to date are \$463,537; 50% expended. Parks, Recreation and Forestry salaries are 53% expended at the end of the quarter.

Conservation and Development expenditures are \$42,423 at quarter end, 41% expended, for City planning and economic development services.

**City of Cedarburg
General Fund
Second Quarter Financial Report Summary
As of June 30, 2020**

	2019 Actual	2020 Actual	2020 Budget	% Realized/ Expended
Revenues				
Taxes—General Government	\$5,954,081	\$6,107,595	\$6,107,595	100.00%
Tax Equivalent—Utility	393,000	426,000	857,396	49.69%
Real Estate Tax Land Use Penalty	0	0	0	0.00%
Intergovernmental Revenues	426,867	481,986	1,327,656	36.30%
Regulation and Compliance	246,335	238,417	448,775	53.13%
Public Charges for Services	60,140	45,547	123,060	37.01%
Intergovernmental Charges	148,308	111,392	242,894	45.86%
Interdepartmental Charges	1,445	2,260	15,050	15.02%
Commercial Revenues	278,808	295,813	351,140	84.24%
Public Improvement Revenues	2,094	184	0	0.00%
Total Revenues	\$7,511,078	\$7,709,194	\$9,473,566	81.38%
Expenditures				
General Government	\$582,290	\$584,054	\$1,319,181	44.27%
Public Safety	2,044,279	1,965,961	4,362,593	45.06%
Public Works	1,227,552	1,165,350	2,785,608	41.83%
Parks, Forestry & Recreation	498,293	463,537	925,703	50.07%
Conservation & Development	44,859	42,423	104,501	40.60%
Total Expenditures	\$4,397,273	\$4,221,325	\$9,497,586	44.45%
Revenues Over/(Under) Expenditures	3,113,805	3,487,869	(24,020)	
Beginning Fund Balance		3,170,915	3,170,915	
Fund Balance, End of Quarter/Budget		\$6,658,784	\$3,146,895	

**General Fund
Second Quarter Financial Report
As of June 30, 2020**

	June		2020 Budget	% Realized/ Expended
	2019 Actual	2020 Actual		
Revenues				
Taxes:				
General property	\$5,954,081	\$6,107,595	\$6,107,595	100.00%
Tax equivalent—Light & Water	393,000	426,000	857,396	49.69%
Real Estate Tax Land Use Penalty	0	0	0	0.00%
Total Taxes	6,347,081	6,533,595	6,964,991	93.81%
Intergovernmental Revenues:				
State Shared Revenues	0	0	204,124	0.00%
Expenditure Restraint	0	0	200,041	0.00%
State grants:				
Personal Property Aid	39,214	39,213	39,213	100.00%
State Aid Cable Franchise Fees	0	0	14,955	0.00%
Recycling	37,907	37,903	38,000	99.74%
Police training/other	1,000	3,812	8,160	46.72%
State computer aids	0	0	21,048	0.00%
Transportation Aids:				
General highway aids	348,746	401,058	802,115	50.00%
Total Intergovernmental	426,867	481,986	1,327,656	36.30%
Regulation and Compliance:				
Licenses	30,880	28,588	56,725	50.40%
Permits	140,905	158,102	187,450	84.34%
Court penalties & costs	26,529	20,447	47,000	43.50%
Parking violations	11,529	7,769	23,000	33.78%
Cable television fees	36,492	23,511	134,600	17.47%
Total Regulation and Compliance	246,335	238,417	448,775	53.13%
Public Charges for Services:				
General government	7,875	6,388	13,310	47.99%
Police Department fees, alarm, false alarm	8,753	8,798	13,750	63.99%
Public Works fees	8,638	13,269	35,000	37.91%
Park fees	5,661	6,201	7,000	88.59%
Senior Center fees	29,213	10,891	54,000	20.17%
Total Public Charges for Services	60,140	45,547	123,060	37.01%

**General Fund
Second Quarter Financial Report
As of June 30, 2020**

	June		2020 Budget	% Realized/ Expended
	2019 Actual	2020 Actual		
Intergovernmental Charges:				
Sanitation—Town	667	667	2,165	30.81%
Fire—Operating Expense—Town	1,15,608	92,646	184,265	50.28%
Fire/EMS Dispatching—Town	2,116	1,645	3,500	47.00%
Emergency Management—Town	0	202	0	0.00%
Crossing Guards—School	29,917	16,232	50,000	32.46%
City of Mequon—Reimbursement for Services	0	0	2,964	0.00%
Total Intergovernmental Charges for Services	148,308	111,392	242,894	45.86%
Interdepartmental Charges:				
Sewer—Admin	0	0	10,250	0.00%
Room Tax—Admin	698	578	3,500	16.51%
CDBG—Admin	288	266	0	0.00%
TIF—Admin	459	1,416	1,300	108.92%
Total Interdepartmental Charges	1,445	2,260	15,050	15.02%
Commercial Revenues:				
Interest on Investments	87,083	53,895	140,750	38.29%
Change in Market Value	41,459	51,432	0	0.00%
Interest on Special Assessments	546	268	400	67.00%
Interest—Delinquent taxes	43	2,863	0	0.00%
Rental charges	4,245	6,459	13,000	49.68%
Rent—City Prop.—Water Tower	125,351	190,379	173,490	109.73%
Sale of City property	0	0	0	0.00%
Prior year/Miscellaneous	14,619	(26,421)	10,000	-264.21%
Donations	5,462	16,938	13,500	125.47%
Total Commercial Revenues	278,808	295,813	351,140	84.24%
Public Improvement Revenues:				
Special Assessments	2,094	184	0	0.00%
Total Revenues	7,511,078	7,709,194	9,473,566	81.38%

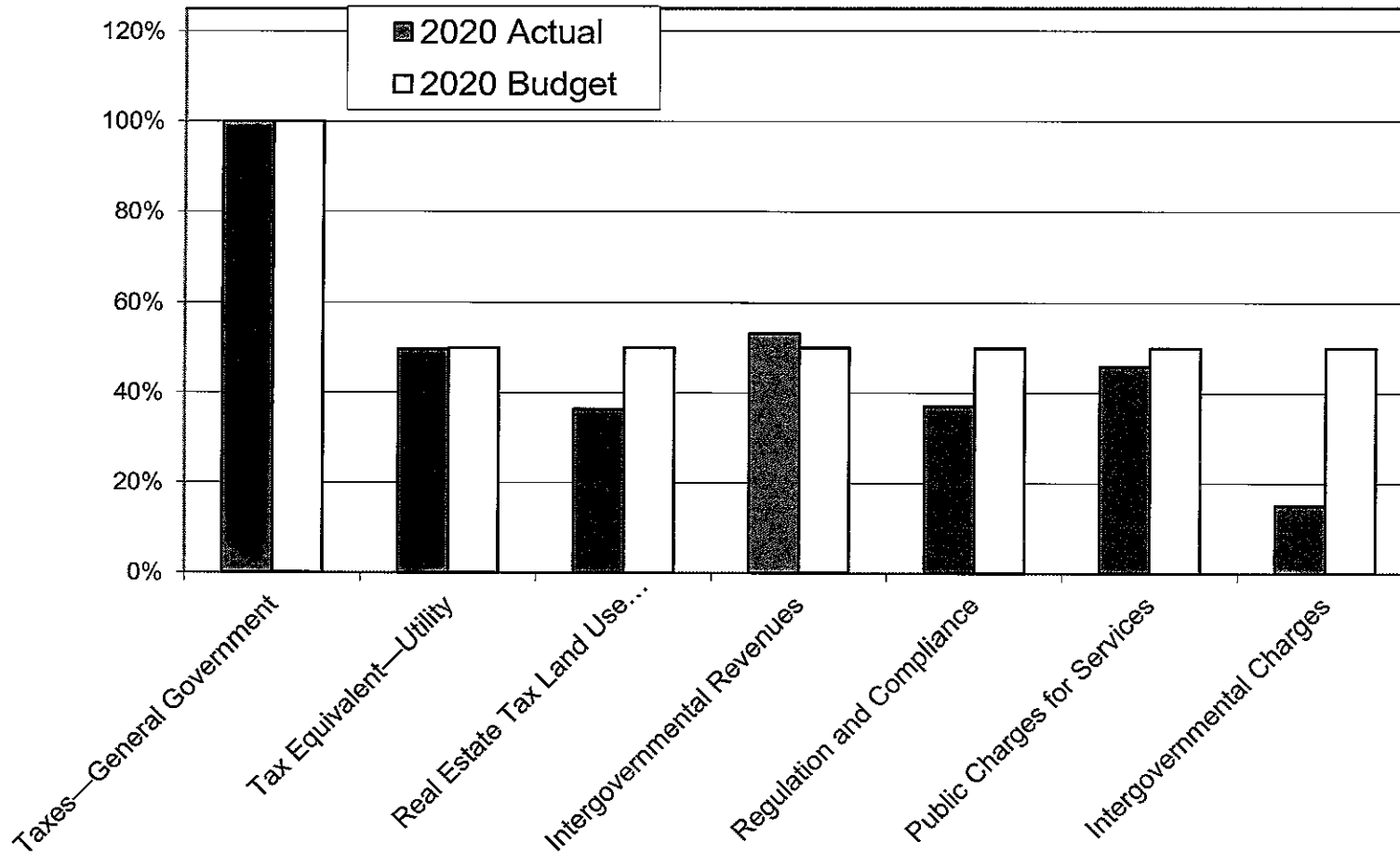
**General Fund
Second Quarter Financial Report
As of June 30, 2020**

	June		2020 Budget	% Realized/ Expended
	2019 Actual	2020 Actual		
Expenditures				
General Government:				
Council	\$14,823	\$14,787	\$25,412	58.19%
Mayor	3,156	3,066	8,423	36.40%
Administrator	46,782	65,061	138,727	46.90%
City Clerk	136,098	100,528	244,334	41.14%
Elections	15,920	23,933	41,758	57.31%
Information Technology	52,325	44,513	74,375	59.85%
Assessor	63,973	67,266	150,192	44.79%
Treasurer	92,213	129,668	284,753	45.54%
Independent Audit	27,750	28,500	29,000	98.28%
City Attorney	15,194	15,282	55,000	27.79%
City Hall	103,999	81,478	225,866	36.07%
Employee Relations	2,319	1,814	32,975	5.50%
Property & Liab. Insurance	7,738	8,158	8,366	97.51%
Total General Government	582,290	584,054	1,319,181	44.27%
Public Safety:				
Police Department:				
Station	33,473	46,289	98,132	47.17%
Administration	452,828	489,875	1,043,006	46.97%
Patrol	1,018,465	953,787	2,214,346	43.07%
Investigative	127,661	135,286	290,104	46.63%
Fire Department	321,284	251,501	520,219	48.35%
Building Inspection	79,606	76,253	167,539	45.51%
Weights & Measures	2,000	2,000	2,000	100.00%
Auxiliary Police	8,962	10,970	27,247	40.26%
Total Public Safety	2,044,279	1,965,961	4,362,593	45.06%
Public Works:				
Engineering/PW Admin	115,963	93,418	204,116	45.77%
Mach & Equip/Garage	205,251	210,635	381,921	55.15%
Street Maintenance	344,142	334,242	743,496	44.96%
Streets Ineligible	4,170	4,241	24,200	17.52%
Street Lighting	131,823	127,286	270,000	47.14%
Traffic Control/Signals	4,838	5,343	8,150	65.56%
Storm Sewers	54,632	36,205	211,487	17.12%
Snow & Ice Control	71,054	38,194	138,700	27.54%
Solid Waste Collection	177,621	181,297	461,820	39.26%
Groundwater Monitoring	2,000	2,000	6,500	30.77%
Recycling	116,058	132,489	334,218	39.64%
Nuisance Control	0	0	1,000	0.00%
Total Engineering/Public Works	1,227,552	1,165,350	2,785,608	41.83%

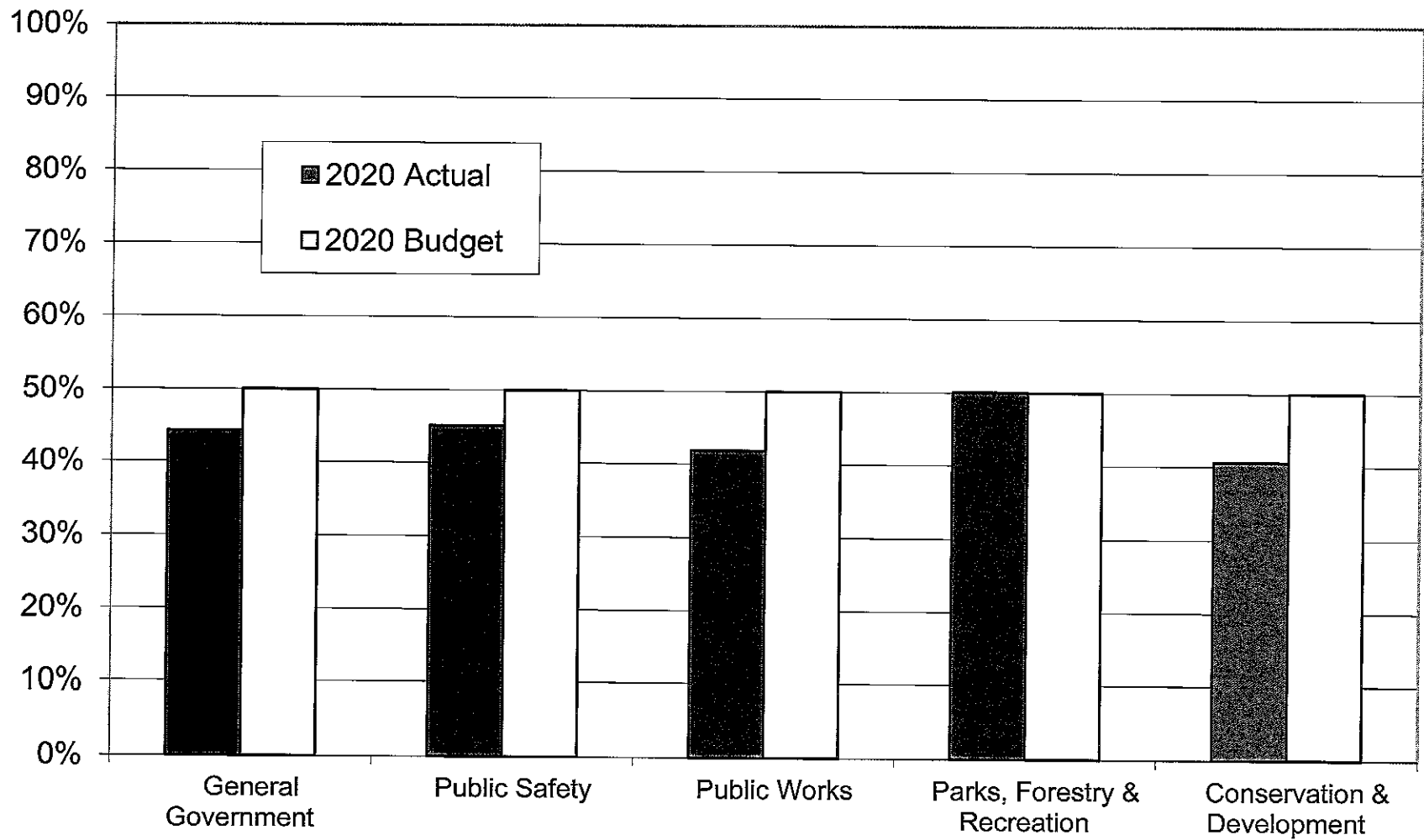
**General Fund
Second Quarter Financial Report
As of June 30, 2020**

	June			% Realized/ Expended
	2019 Actual	2020 Actual	2020 Budget	
Parks, Recreation & Forestry:				
Senior Center	63,798	36,549	105,079	34.78%
Senior Van	1,196	662	2,902	22.81%
Celebrations	13,258	20,698	45,456	45.53%
Parks & Forestry	420,041	405,628	772,266	52.52%
Total Culture & Recreation	498,293	463,537	925,703	50.07%
Conservation and Development:				
City Planning	44,859	42,423	104,501	40.60%
Total Conservation & Development	44,859	42,423	104,501	40.60%
Total Expenditures	\$4,397,273	\$4,221,325	\$9,497,586	44.45%

City of Cedarburg - Revenues June 30, 2020



City of Cedarburg - Expenditures June 30, 2020



City of Cedarburg
Cemetery Fund
Quarter Ended
June 30, 2020

Revenues

The Cemetery fund revenues at the end of the second quarter total \$44,766.20, which includes the rent of the house at Immanuel Cemetery, the sale of cemetery lots, monument and marker fees and interest income. Thirty-seven lots were sold during the second quarter, for a year-to-date total of fifty-four. Interest income is from investments at the State Local Government Investment Pool, long term investments and money market accounts.

From every lot sale, \$75 is set aside for perpetual care of the cemetery. At the end of the quarter, the fund had a balance of \$116,325.

Expenditures

The Cemetery fund expenditures include salaries and benefits for the employees maintaining the grounds and the repair and maintenance to the grounds and equipment. Workers' compensation and property insurance are paid in full in January.

At the end of the quarter, total expenditures are expected to be 50% expended. Actual expenditures were 16% expended.

City of Cedarburg
CEMETERY FUND
Special Revenue Fund
Quarter Ended June 30, 2020

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Sale of property	\$7,200	\$32,400.00	450%
Monuments & Markers	1,200	850.00	71%
Interest Income	1,500	1,481.99	99%
Rental Income	11,940	5,970.00	50%
Miscellaneous Revenue	1,200	1,435.00	120%
Change in Market Value	0	2,629.21	0%
Total Revenues	\$23,040	\$44,766.20	194%
Expenditures			
Salaries	\$6,635	\$1,745.89	26%
Overtime	250	0.00	0%
Part-time Salaries/Seasonal	7,400	1,624.00	22%
FICA	1,093	257.78	24%
Retirement	465	127.62	27%
Health Insurance	674	337.02	50%
Life Insurance	3	0.00	0%
Workers' Comp Insurance	475	474.75	100%
Professional Services	23,500	1,465.00	6%
Electric	550	239.97	44%
Water Service	500	167.67	34%
Grounds Maintenance	2,800	0.00	0%
Repair & Maintenance	2,000	638.40	32%
House Maintenance	1,000	247.44	25%
Operating Supplies	900	229.23	25%
Property Insurance	258	258.05	100%
Total Expenditures	\$48,503	\$7,812.82	16%
Net Change in Fund Balance	(25,463)	36,953.38	
Fund Balance, Beginning of Year	\$255,687	\$262,634.65	
Reserved to Date for Perpetual Care	113,175	116,325.00	
Unreserved Fund Balance	117,049	183,263.03	
Fund Balance, End of Quarter	\$230,224	\$299,588.03	

City of Cedarburg
Room Tax Fund
Quarter Ended
June 30, 2020

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Room taxes	\$ 70,000	11,771.48	17%
Expenditures			
Chamber of Commerce—Tourism	\$ 66,500	10,979.64	17%
Excess of Revenues Over Expenditures	\$ 3,500	791.84	
Transfer to General Fund	\$ 3,500	577.88	
Fund Balance, Beginning of Year	\$ 2,004	\$ 2,004.20	
Fund Balance, End of Quarter	\$ 2,004	\$ 2,218.16	

The City keeps 5% of the collected taxes and the other 95% is disbursed to the Chamber of Commerce for tourism promotion and development (70%) and downtown capital

The taxes are due quarterly, thirty days after the end of the quarter.

City of Cedarburg
Recreation Programs Fund
Quarter Ended June 30, 2020

All programs established in this fund are set up to be self-supporting. Safety training, softball, youth football, youth basketball, volleyball, aquatic fitness, poms, fitness classes and summer/winter recreation fees are the main programs for this fund. Some of the programs administered through this fund are done on a contracted basis with local companies.

Revenues are over budget at the end of the quarter at 65.30% earned. A total of \$3,800.00 has been received for sponsorship of the recreation brochure.

Expenditures are 37% expended. Workers' compensation and property insurance are both paid in full in January.

The fund balance is used for future equipment purchases.

City of Cedarburg
RECREATION PROGRAMS FUND
Special Revenue Fund
Quarter Ended June 30, 2020

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Gym Rentals	\$3,000	\$2,718.27	90.61%
Athletic Field Rentals	300	-	0.00%
Summer/Winter Rec Fees	60,000	97,551.04	162.59%
WPRA Ticket Sales	5,000	-	0.00%
Youth Football Registration	3,500	2,500.00	71.43%
Safety Training	6,500	1,935.00	29.77%
Basketball Fees	26,000	120.00	0.46%
Softball Fees	12,000	11,015.56	91.80%
Volleyball Fees	1,200	236.74	19.73%
Aquatic Fitness	5,000	1,403.00	28.06%
Concession Revenues	800	-	0.00%
Special Rec Events	1,000	-	0.00%
Solar Recreation	8,000	937.50	11.72%
Summer Sand Volleyball	1,800	130.00	7.22%
Summer Soccer	20,000	4,675.00	23.38%
Banner Advertising	700	-	0.00%
Poms Revenue	58,991	28,924.86	49.03%
Total Body Fitness	12,000	5,101.00	42.51%
Civic Band Revenue	3,000	-	0.00%
Recreation Brochure Sponsorships	5,500	3,800.00	69.09%
Donations	4,000	1,122.88	28.07%
Miscellaneous Revenue	15,000	3,879.24	25.86%
Transfer from General Fund	1,000	-	0.00%
Total Revenues	\$254,291	\$166,050.09	65.30%
Expenditures			
Part-time Salaries/Seasonal	\$105,000	\$25,843.58	25%
Exercise Fitness Salaries	7,000	1,836.00	26%
FICA	8,568	2,115.96	25%
EAP Administration	60	-	0%
Workers Comp Insurance	3,605	3,604.91	100%
Telephone	900	360.74	40%
School District Fees	25,000	12,225.00	49%
Maintenance/Contracted Services	28,000	8,997.09	32%
Recreation Brochure	4,500	2,316.00	51%
Professional Publications	200	-	0%
Travel & Training	700	60.00	9%
Transportation	4,000	-	0%
Supplies & Expenses	27,825	22,677.41	82%
WPRA Tickets	4,500	-	0%
Solar Recreation	6,050	5,748.00	95%
Safety Equipment	3,000	922.09	31%
Equipment/Capital	4,500	3,984.50	89%
Civic Band Expenses	4,000	-	0%
Other Expenses	-	130.08	0%
Poms Expense	20,000	3,625.02	18%
Property Insurance	947	946.67	100%
Total Expenditures	\$258,355	\$95,393.05	37%
Net Change in Fund Balance	(4,064)	70,657.04	
Fund Balance, Beginning of Year	\$94,509	\$94,509.30	
Fund Balance, End of Quarter	\$90,445	\$165,166.34	

City of Cedarburg
Community Development Block Grant
Quarter Ended June 30, 2020

The Community Development Block Grant Fund is used for loans to help establish or expand local businesses. This fund does not have a budget.

Revenues

The revenues for this fund include loan repayments. Active loans are to Kettle Moraine Appliance, K. Smith Fitness and Ken Theiler d/b/a Temperature Pro. Interest from the State of Wisconsin Investment Pool, certificates of deposit, money market and interest on the loans is also included.

Expenditures

The expenditures include administrative fees for Ozaukee County Economic Development and the Treasurer's Office.

The U.S. Department of Housing and Urban Development (HUD) reviewed the State of Wisconsin's Revolving Loan Fund (RLF) program the week of May 14, 2018. The program has been shut down and the State is working with municipalities to close out the program and return the funds.

Actual	
Revenues	
Interest Income	\$6,077.84
Loan Repayments/Reimbursements	14,141.83
Loan Interest	485.19
Change in Market Value	8,798.37
Total Revenues	\$29,503.23
Expenditures	
Grant Administration	265.77
Total Expenditures	\$265.77
Net Change in Fund Balance	29,237.46
Fund Balance, Beginning of Year	\$1,011,439.59
Fund Balance, End of Quarter	\$1,040,677.05

City of Cedarburg
Swimming Pool Fund
Quarter Ended
June 30, 2020

The Swimming Pool is funded by user fees along with subsidizing from the City. The swimming pool will not be opened in 2020 due to Covid-19, however repairs will be done.

Revenues

The only revenues for the quarter are \$69,216.00, which is from the budgeted real estate taxes.

Expenditures

Even though the swimming pool is closed for 2020, there are still necessary expenditures including salaries and benefits for full time employee and public works employees doing maintenance. Other expenditures include utilities, licenses, permits, supplies and insurance. Total expenditures to date are \$57,588.72, 17% expended.

Workers' compensation and property insurance premiums are paid in full in January.

City of Cedarburg
SWIMMING POOL FUND
Special Revenue Fund
Quarter Ended June 30, 2020

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Real Estate Taxes	69,216	69,216.00	100.0%
Fees	82,763	0.00	0.0%
Passes	92,000	0.00	0.0%
Lessons	21,000	0.00	0.0%
Exercise	5,500	0.00	0.0%
Uniforms/Misc.	2,400	0.00	0.0%
Concessions	47,000	0.00	0.0%
Swim Team	4,500	0.00	0.0%
Banner Program	1,400	0.00	0.0%
Rent-City Property	4,000	0.00	0.0%
Transfer from General Fund	7,944	0.00	0.0%
Total Revenues	\$337,723	\$69,216.00	20.5%
Expenditures			
Swimming Pool			
Salaries	\$29,418	\$11,920.60	40.5%
Part-time Salaries / Seasonal	115,000	0.00	0.0%
Maintenance/PW Salaries	16,000	1,125.52	7.0%
Maintenance/Part-time	2,800	0.00	0.0%
FICA	12,486	998.00	8.0%
Retirement	3,066	880.61	28.7%
Health Insurance	11,948	9,876.34	82.7%
Life Insurance	3	0.00	0.0%
Workers' Comp Insurance	5,754	5,754.46	100.0%
Total Salaries and Benefits	\$196,475	\$30,555.53	15.6%
Other Expenses			
Professional Services	2,970	1,802.90	60.7%
Internet	540	134.98	25.0%
Electric	16,500	2,058.03	12.5%
Natural Gas	12,000	180.28	1.5%
Telephone	440	188.53	42.8%
Water Service	9,760	985.00	10.1%
Maint/Contracted Services	2,000	885.00	44.3%
License & Permits	400	0.00	0.0%
Travel & Training	600	325.00	54.2%
Maintenance Supplies	16,000	10,733.15	67.1%
Uniforms	2,500	0.00	0.0%
Operating Supplies	20,000	0.00	0.0%
Equipment/Capital Outlay	19,607	6,987.80	35.6%
Other Expenses	1,200	0.00	0.0%
Property Insurance	2,752	2,752.52	100.0%
Total Other Expenses	\$107,269	\$27,033.19	25.2%
Swimming Pool Concessions			
Part-time Salaries / Seasonal	12,500	0.00	0.0%
FICA	1,050	0.00	0.0%
License & Permits	330	0.00	0.0%
Operating Supplies	19,000	0.00	0.0%
Equipment/Capital Outlay	750	0.00	0.0%
Total Concessions	\$33,630	\$0.00	0.0%
Total Expenditures	\$337,374	\$57,588.72	17.1%
Change in Fund Balance	349	11,627.28	0.0%
Fund Balance, Beginning of Year	\$0	\$0.20	
Fund Balance, End of Quarter	\$349	\$11,627.48	

City of Cedarburg
Parks & Playgrounds Fund
Quarter Ended June 30, 2020

Revenues

The revenues include interest on the investment in the State Pool. Other revenue sources available are the payments from developers in lieu of land dedication for parks and the park equipment impact fee.

Expenditures

Budgeted expenditures include a transfer for capital projects budgeted in the Capital Improvement Fund.

	Budget	Actual
Revenues		
Subdivider Park Fees	\$0	\$17,732.30
Park Equipment Impact Fees	0	64,481.94
Interest	4,000	930.24
Total	\$500	\$83,144.45
Other Financing Uses		
Transfer to Capital Improvements	\$0.00	\$0.00
Net Change in Fund Balance	\$4,000	\$83,144.45
Fund Balance, Beginning of Year	\$308,384	\$308,384.28
Subdivider Park Fees	\$192,369	\$271,513.45
Equipment Replacement Reserve	\$120,015	\$120,015.00
Fund Balance, End of Quarter	\$312,384	\$391,528.73

City of Cedarburg
Library Fund
Quarter Ended June 30, 2020

The Library operations are primarily funded by real estate taxes. Other revenues include fines and fees, County reimbursement, and donations. The County reimbursement is for providing service to other County residents who do not have a library within their municipality. The payment is based on the City's Library operating costs and its loans to those residents.

Revenues are at 102% of budget due to the fact that the real estate tax revenue and county reimbursement are both received in the first quarter. Donations are over budget with \$10,875.05 received year-to-date. Donations were received from the Friends of the Library and several memorials.

Expenditures include salaries and benefits, contractual services, utilities, and publications. At the end of the quarter, expenses are expected to be 50% expended. In total, expenditures are at 53% expended, a bit over budget. Workers' compensation and property insurance premiums are paid in full in January.

LIBRARY FUND
Special Revenue Fund
Quarter Ended June 30, 2020

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Real Estate Taxes	\$738,194	\$738,194.00	100%
Library Grants		\$22,000.00	0%
Fees & Fines	21,000	4,269.21	20%
County Reimbursement	213,849	229,221.18	107%
Photocopies—Taxable	2,300	563.16	24%
Library Donations	5,000	10,875.05	218%
Rent-City Property	1,000	435.00	44%
Total Revenues	\$981,343	\$1,005,557.60	102%
Expenditures			
Salaries	\$389,514	\$176,773.44	45%
Bonuses	\$325	\$223.36	69%
Part-time Salaries/Seasonal	125,000	64,636.88	52%
Maint/PW Salaries	18,312	419.05	2%
Sick Pay Out	472	0.00	0%
FICA	40,923	17,972.72	44%
Retirement	29,550	13,289.76	45%
Health Insurance	112,124	58,263.50	52%
Life Insurance	149	75.94	51%
Longevity	1,323	0.00	0%
EAP Admin	100	0.00	0%
Workers' Comp Insurance	922	921.84	100%
Total Salaries and Benefits	\$718,714	\$332,576.49	46%
Attorney/Consultant	275	48.00	17%
Electric	23,689	7,705.02	33%
Marketing	1,000	9,190.42	919%
Natural Gas	7,000	2,691.11	38%
Telephone	2,500	2,614.13	105%
Water Service	2,135	715.88	34%
Repair & Maintenance	10,000	4,831.69	48%
Maint/Contracted Services	51,000	41,635.12	82%
Program Supplies	1,000	206.18	21%
Office Supplies	8,000	4,636.37	58%
Computer Supplies	3,000	5,372.66	179%
Postage	1,000	213.65	21%
Publications & Subscriptions	90,000	38,141.52	42%
Prof Publications	1,600	534.00	33%
Donation Expenditures	5,000	6,801.21	136%
Travel & Training	6,000	2,157.32	36%
Grant Expenditures	0	10,814.28	0%
Operating Supplies	4,000	6,332.38	158%
Equipment/Capital Outlay	8,000	8,907.55	111%
Shared System Services	23,000	23,610.75	103%
Library Technology	5,000	3,315.13	66%
Employment Expenses	200	50.24	25%
Property Insurance	7,164	7,414.70	103%
Total Non Personnel Services	\$260,563	\$187,939.31	72%
Total Expenditures	\$979,277	\$520,515.80	53%
Net Change in Fund Balance	2,066	485,041.80	
Fund Balance, Beginning of Year	\$57,682	\$57,682.71	
Fund Balance, End of Quarter	\$59,748	\$542,724.51	

City of Cedarburg
Fuel System-Wash Bay
Quarter Ended June 30, 2020

Revenues

This fund was started in 2018. Revenues are generated by billing City departments for use of the fuel system and wash bay.

Expenditures

Expenditures include repair and maintenance of the fuel system and wash bay and equipment/capital outlay.

	Budget	Actual
Revenues		
Public Works Fees	\$2,000	\$1,867.60
Total Revenues	\$2,000	\$1,867.60
Expenditures		
Repair & Maintenance	\$5,000	883.05
Equipment/Capital Outlay		0.00
Total Expenditures	\$5,000	\$883.05
Net Change in Fund Balance	(3,000)	984.55
Fund Balance, Beginning of Year	\$ 5,307	\$5,306.95
Fund Balance, End of Quarter	\$ 2,307	\$6,291.50

City of Cedarburg
Capital Improvement Fund
June 30, 2020
Second Quarter Financial Report

The report that follows compares the annual adjusted budget to the actual revenues and expenditures for the quarter ending June 30, 2020. The last column shows the percent of revenues recognized and the percent of the budget expended. The comments below highlight some of the activity for the fund.

Revenues

Revenues for the quarter were \$1,934,799; 110% realized.

The property taxes are the largest revenue at \$1,680,000; 96% of total budgeted revenues. Real estate taxes were recognized in full the first quarter.

Library impact fees of \$47,216 were collected through the end of the second quarter.

Interest income of \$5,939 was earned; 50% realized at the end of the second quarter. The change in market value for long term investments was \$10,495.

The DNR grant for the 2019 dam repairs was received in the amount of \$183,702 in the first quarter of 2020.

To date, funds of \$7,197 have been received for sale of City property at auction in April.

Expenditures

A truck purchase was not completed in 2019 and the funding through an encumbrance was carried over into 2020 in the amount of \$229,665.

Total expenditures through the second quarter are \$517,052 or 24% expended.

The Police Department expended \$53,193 on video equipment to date; 39% expended.

DPW expenditures are 14% expended at the end of the quarter. Street project engineering costs are only incurred to date of \$19,448. Expenditures for equipment total \$158,402; 44% expended. Stormwater projects are 8% expended at the end of the quarter.

The Prochnow landfill monitoring expenditures for the year to date are \$1,629. 2019 dam repair was completed in 2020, expenditures to date total \$18,860.

The Parks & Forestry Department expenditures to date total \$59,092; 40% expended. Pool expenditures were authorized by the Common Council on June 8th. Expenditures through the second quarter totaled \$41,131.

The Transfer to Debt Service to offset the Library debt payments with impact fees was made in June.

**CITY OF CEDARBURG
CAPITAL IMPROVEMENT FUND
SECOND QUARTER FINANCIAL REPORT**

	2020 APPROVED BUDGET	2020 ACTUAL	PERCENT REALIZED/ EXPENDED
Revenues			
Property Taxes	1,680,000	1,680,000	100.00%
Special Assessments	972	250	25.72%
DNR Grant - dams		183,702	
Library Impact Fees		47,216	
Interest Income	12,000	5,939	49.49%
Change in Market Value		10,495	
Sale/Rent of Property	60,000	7,197	12.00%
Total Revenues	\$1,752,972	\$1,934,799	110.37%
Expenditures			
City Hall Complex			
Complex Improvements	\$55,000	\$42,889	77.98%
Police Department			
Station Improvements	\$137,000	\$53,193	38.83%
Vehicle Replacements	92,000		0.00%
Total Police Department	\$229,000	\$53,193	23.23%
Fire Department			
Station Improvements	\$80,000		0.00%

**CITY OF CEDARBURG
CAPITAL IMPROVEMENT FUND
SECOND QUARTER FINANCIAL REPORT**

	2020 APPROVED BUDGET	2020 ACTUAL	PERCENT REALIZED/ EXPENDED
Public Works			
Equip. Replacement	\$359,665	\$158,402	44.04%
Street Improvements	912,000	19,448	2.13%
Sidewalk Replacements	60,000	14,280	23.80%
NR216 Compliance	40,000	2,425	6.06%
Stormwater Improvements	149,957	12,703	8.47%
Total Public Works	\$1,521,622	\$207,258	13.62%
Environmental Expenses			
Prochnow	\$10,000	\$1,629	16.29%
Dam - engineering and repairs		18,860	
Total Environmental Expenses	\$10,000	\$20,489	204.89%
Parks and Recreation			
Vehicle Replacements	\$148,296	\$59,092	39.85%
Swimming Pool		\$41,131	
Total Parks and Recreation	\$148,296	\$100,223	67.58%
Operating Transfers Out			
Transfer to Debt Service	\$93,000	\$93,000	100.00%
Total Transfers Out	93,000	93,000	100.00%
Total Expenditures	\$2,136,918	\$517,052	24.20%
Excess of Revenues Over/(Under)			
Expenditures	(383,946)	1,417,747	
Beginning Fund Balance	\$725,077	\$725,077	
Ending Fund Balance	\$341,131	\$2,142,824	

City of Cedarburg
Water Recycling Center

Quarter Ended
June 30, 2020

Attached is the second quarter financial report for the City of Cedarburg Water Recycling Center. This report includes a summary income statement showing the actual vs. budget, a graph depicting the Water Recycling Center replacement fund balances, and an analysis showing the total gallons billed by month for the current year and prior year. The report of capital projects is also included.

Revenues

Revenues at the end of the quarter are above budget. In total, revenues are expected to be 50% earned. The actual percentage was 52.18% received. Interest for the year reflects revenue for monies invested in the money markets, state pool, plus investment earnings from investments at US Bank.

Expenditures

Expenses are below budget at the end of the quarter with 45.05% expended.

Gallons Billed

The report shows gallons billed for 2019 and the current year. The graph shows the monthly variances for the current year and for the past three years.

Status of Capital Projects

This schedule lists the current capital projects budget amounts along with the cost for the year to date. The replacement funds used for the projects are also listed on the schedule.

Replacement Fund Investment Activity

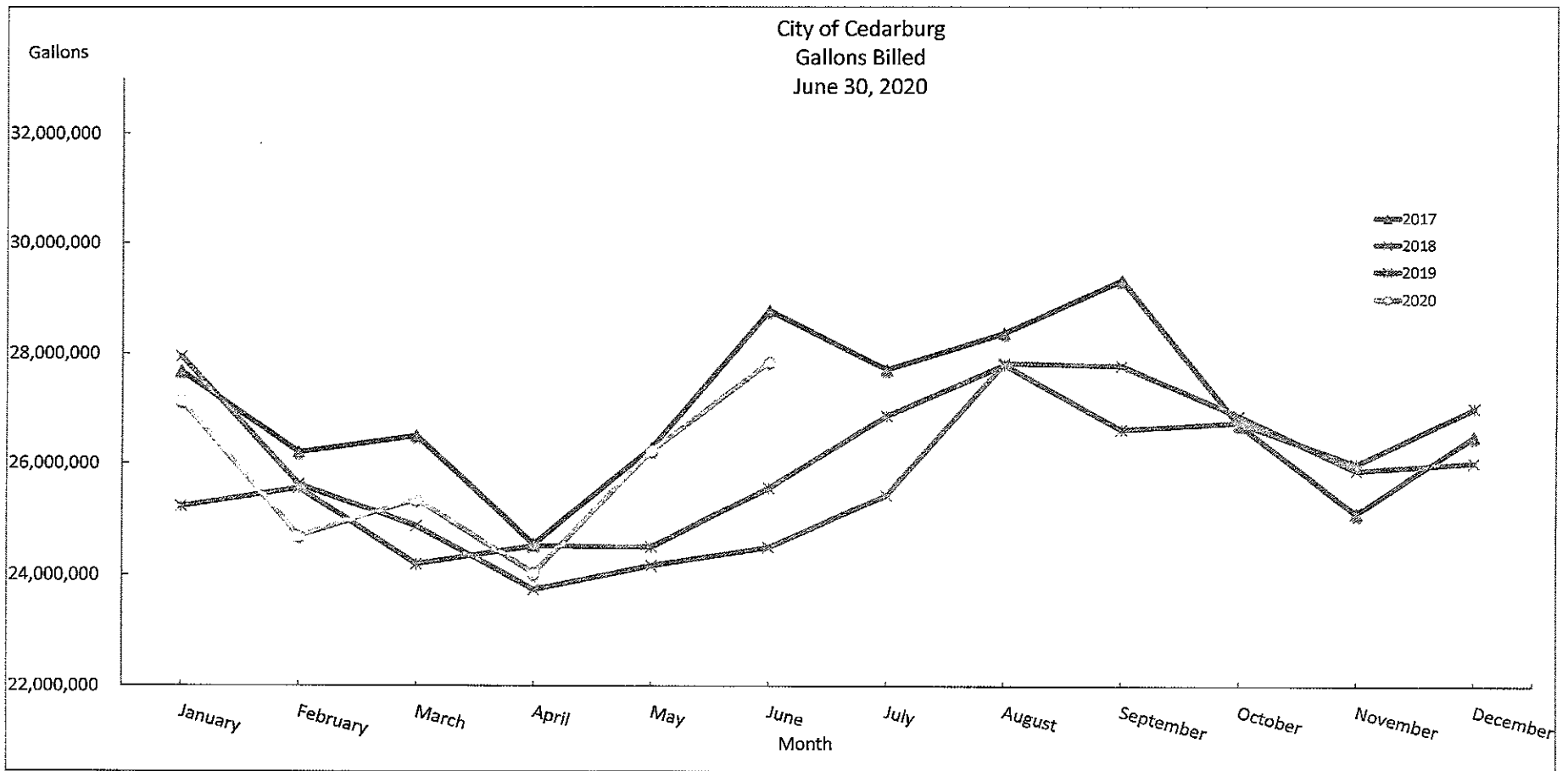
This schedule shows the investments by fund. It also shows the monthly allocations for the collection system and wastewater treatment plant replacements. It also reflects interest earned and any transfers that were made.

CITY OF CEDARBURG
WATER RECYCLING CENTER
QUARTER ENDED JUNE 30,2020

	ACTUAL JUNE 2019	ACTUAL JUNE 2020	ADOPTED BUDGET 2020	ACTUAL 2020	% OF BUDGET EARNED/ EXPENDED
Revenues					
Public Charge for Services					
Residential	\$133,688.51	\$183,582.96	\$2,127,320	\$1,007,984.05	47.38%
Commercial	37,183.61	48,001.48	622,715	281,032.00	45.13%
Industrial	23,133.91	37,487.19	409,685	202,804.91	49.50%
Public Authority	6,210.28	5,736.12	95,722	38,576.92	40.30%
Water Remediation	0.00	0.00	0	(1,973.29)	#DIV/0!
Misc. Revenue	254.71	0.00	1,000	0.00	0.00%
Sewer Connection Fee	18,336.02	13,298.22	10,000	78,134.46	0.00%
Reserve Capacity Fee	8,538.66	6,192.36	5,000	36,384.84	0.00%
Septage Hauler Fee	6,956.68	11,270.38	60,000	33,696.00	56.16%
Rent—City Property	0.00	0.00	1	1.00	0.00%
Sale of City Property	0.00	0.00	0	69.93	
Interest/Change in Market Value	17,652.59	2,601.50	24,100	74,058.70	307.30%
Total Revenues	\$251,954.97	\$308,170.21	\$3,355,543	\$1,750,769.52	52.18%
Expenditures					
Administrative Labor & Benefits	\$27,847.10	\$25,030.48	\$331,878.00	\$147,147.90	44.34%
General Labor & Benefits	24,431.27	29,021.51	363,782.00	179,725.16	49.40%
Collection System Labor & Benefits	10,224.99	13,542.63	129,213.00	72,485.29	56.10%
WWTP Operations:					
Sludge Hauling	29,582.00	11,109.00	300,000.00	96,253.50	32.08%
Coagulants	21.00	2,914.56	14,000.00	9,304.15	66.46%
Other	11,726.85	17,640.02	165,500.00	80,973.05	48.93%
WWTP Maintenance	4,187.40	10,641.09	73,000.00	35,540.85	48.69%
Collection System	1,929.44	14,067.92	28,400.00	19,337.52	68.09%
Lift Stations	4,458.65	4,472.72	63,500.00	21,893.07	34.48%
Transportation	650.83	619.65	12,000.00	2,814.98	23.46%
Administrative Services	23,399.71	1,768.29	268,972.00	92,023.20	34.21%
Contingency Reserve	0.00	0.00	0.00	0.00	#DIV/0!
Debt Service-Principal	0.00	0.00	45,000.00	0.00	0.00%
Debt Service-Interest	0.00	0.00	19,138.00	8,844.65	46.22%
Depreciation Expense	85,833.33	85,833.33	1,030,000.00	514,999.98	0.00%
Total Expenses	\$224,292.57	\$216,661.20	\$2,844,383.00	\$1,281,343.30	45.05%
NET CHANGE IN FUND BALANCE	\$27,662.40	\$91,509.01	\$511,160.00	\$469,426.22	

CITY OF CEDARBURG
WATER RECYCLING CENTER
SUMMARY REPORT AS OF JUNE 2020

	JUNE 2019	JUNE 2020	2020
Septage Haulers	530,150	526,750	2,981,550
Light & Water Billing			
Gallons			
Residential	17,329,889	19,773,243	109,480,385
Commercial	2,961,192	2,478,201	14,556,246
Industrial	4,214,614	4,913,532	26,552,755
Public Authority	1,050,052	686,237	4,692,574
Total	25,555,747	27,851,213	155,281,960



City of Cedarburg
Water Recycling Center
Capital Projects 2020

Project Description	Project Budget To Date	Total Project Costs to date	Funding
Collection System Reconstruction			
Engineering for 2021 Street Projects	30,000	5,255.42	Collection System Reconstruction Fund
2020 Street and Utility Projects	315,000	124,594.02	Collection System Reconstruction Fund
Sewer Lining Laterals and Repairs	50,000	40,396.50	Collection System Reconstruction Fund
Replace 3 check valves at Garfield Lift Station	60,000	12,432.00	Collection System Reconstruction Fund
Total to date	455,000	182,677.94	
Treatment Plant			
Replace UV Bulbs (Bank A)	10,000	10,274.84	WWTP Replacement Fund
New Air Conditioners on Control Building	50,000		WWTP Replacement Fund
New Ferrous Chloride Delivery System	250,000	14,059.25	WWTP Replacement Fund
Misc Equipment	40,000		WWTP Replacement Fund
Total to date	350,000	24,334.09	
Grand Total—Capital Budget	\$805,000	\$207,012.03	

City of Cedarburg

Water Recycling Center

Analysis 2020 Replacement Fund and Investment Activity

	WWTF	Collection Sys.	WWTP	Impact Fees	Connection Fees	Unrestricted	Total Sewer Fund
	Replacement	Reconstruction		Biosolids		Investments	
Beginning Balance, January 1, 2020	\$2,201,578.86	\$523,817.67	\$227,338.36	\$2,394.13	\$481,638.62	\$2,189,135.48	\$5,625,903.12
Interest Earnings	27,343.04	5,605.33	868.31	91.93	1,847.12	55,391.70	\$91,147.43
Monthly allocations	334,249.98	400,000.02				(734,250.00)	\$0.00
Impact fees						0.00	\$0.00
Disbursements:							\$0.00
Transfers for invoices	(61,429.96)	(184,200.33)				245,630.29	\$0.00
Net cash flows/due to due from settlements						225,089.99	\$225,089.99
Ending balance, June 30, 2020	\$2,501,741.92	\$745,222.69	\$228,206.67	\$2,486.06	\$483,485.74	\$1,980,997.46	\$5,942,140.54

**City of Cedarburg
Salaries and Benefits
Quarter Ended
June 30, 2020**

This report exhibits total salary and benefit expenses by department for the quarter ended June 30, 2020. Included are General Fund, Special Revenue Funds and Water Recycling Center salaries. Benefit expenses include FICA, pension, sick payout, health insurance, life insurance, longevity and workers' compensation insurance amounts.

At the end of the quarter, departments are expected to be 50% expended. The total salary and benefit expenses are \$3,583,008.06, 43.13% expended. In total, salaries and benefits are below the budget level for the quarter-to-date.

Elections benefits are showing over budget due to FICA expense that is paid for election workers that are also crossing guards.

The Public Works accounts need to be looked at as a whole, with the exception of Engineering/Public Works Administration. Along with the Parks and Forestry maintenance salaries and benefits, these represent the entire Public Works/Parks & Forestry staff. While some accounts are showing over budget, others are under budget depending on where the man hours were spent, such as snow plowing and tree pruning.

M&E/Garage part-time salaries is at 94.67% of budget. This line item is for a CHS student who participated in the Youth Apprenticeship Program. The program ended June 5th.

Swimming Pool and Swimming Pool Concessions are below budget due to the pool being closed for the summer.

The Library Maintenance salaries is below budget because the current part-time maintenance worker was not hired until June 11th. A cleaning service was used previously.

There were three workers' compensation claims filed in the second quarter, the total year-to-date is five claims. None of these claims resulted in any time lost.

CITY OF CEDARBURG

Salary Expense

June 30, 2020

Department	Budget	Actual	Percent Expended
General Government			
Council			
Salaries	\$16,800	\$7,569.42	45.06%
Benefits	1,312	606.22	46.21%
Total	18,112	8,175.64	45.14%
Mayor			
Salaries	6,000	2,769.24	46.15%
Benefits	469	221.51	47.23%
Total	6,469	2,990.75	46.23%
Administrator			
Salaries	100,000	45,960.80	45.96%
Benefits	37,067	18,591.61	50.16%
Total	137,067	64,552.41	47.10%
City Clerk			
Salaries	139,983	65,263.51	46.62%
Benefits	70,141	22,162.79	31.60%
Total	210,124	87,426.30	41.61%
Elections			
Salaries	30,009	9,677.34	32.25%
Benefits	49	392.92	801.88%
Total	30,058	10,070.26	33.50%
Assessor			
Salaries	77,057	34,975.20	45.39%
Benefits	38,180	15,002.59	39.29%
Total	115,237	49,977.79	43.37%
Treasurer/Financial			
Salaries	163,627	77,080.59	47.11%
Benefits	54,891	23,482.86	42.78%
Total	218,518	100,563.45	46.02%

CITY OF CEDARBURG

**Salary Expense
June 30, 2020**

Department	Budget	Actual	Percent Expended
General Government			
CITY HALL			
Salaries	73,683	31,187.00	42.33%
Overtime	2,000	108.67	5.43%
Benefits	28,049	13,692.24	48.82%
Total	103,732	44,987.91	43.37%
Employee Relations			
EAP	2,300	908.00	39.48%
Total General Government	\$841,617	\$369,652.51	43.92%
Public Safety			
Police Station			
Salaries	\$20,689	\$11,239.56	54.33%
Overtime	400	283.76	70.94%
Benefits	8,239	4,774.53	57.95%
Total	29,328	16,297.85	55.57%
Police Administration			
Salaries	209,638	96,371.31	45.97%
Office/Dispatch Salaries	412,970	191,506.77	46.37%
Overtime	5,000	(122.11)	-2.44%
Benefits	277,491	108,721.38	39.18%
Total	905,099	396,477.35	43.80%
Police Patrol			
Salaries	1,375,468	605,201.76	44.00%
Crossing Guards	46,700	13,958.91	29.89%
Overtime	51,253	24,026.73	46.88%
Billable Wages	(75,000)	(26,560.86)	35.41%
Benefits	704,928	273,184.07	38.75%
Total	2,103,349	889,810.61	42.30%
Investigative			
Salaries	184,709	90,423.04	48.95%
Overtime	5,629	882.42	15.68%
Billable Wages	(1,500)	0.00	0.00%
Benefits	92,516	42,470.21	45.91%
Totals	281,354	133,775.67	47.55%

CITY OF CEDARBURG

Salary Expense

June 30, 2020

Department	Budget	Actual	Percent Expended
Fire Station			
Salaries	81,219	25,135.04	30.95%
Overtime	2,500	0.00	0.00%
Part time Salaries	53,061	21,654.85	40.81%
Benefits	77,140	38,165.50	49.48%
Total	213,920	84,955.39	39.71%
Building Inspection			
Salaries	107,586	48,833.12	45.39%
Benefits	48,674	20,483.47	42.08%
Total	156,260	69,316.59	44.36%
Total Public Safety	\$3,689,310	\$1,590,633.46	43.11%
Public Works			
Engineering/PW Admin			
Salaries	\$112,450	\$51,033.18	45.38%
Benefits	41,903	20,773.70	49.58%
Total	154,353	71,806.88	46.52%
M&E/Garage			
Salaries	77,047	44,423.42	57.66%
Part time salaries	4,500	4,260.00	94.67%
Overtime	1,050	141.80	13.50%
Benefits	36,768	16,849.20	45.83%
Total	119,365	65,674.42	55.02%
Streets Improvements			
Salaries	356,806	155,075.26	43.46%
Overtime	45,500	23,008.88	50.57%
Part Time Salaries	6,900	1,100.00	15.94%
Benefits	269,567	121,414.66	45.04%
Total	678,773	300,598.80	44.29%
Storm Sewers			
Salaries	134,507	14,485.54	10.77%
Overtime	1,000	246.05	24.61%
Benefits	29,480	8,681.28	29.45%
Total	164,987	23,412.87	14.19%
Recycling			
Salaries	94,380	34,059.71	36.09%
Overtime	500	285.37	57.07%
Benefits	16,922	8,276.24	48.91%
Total	111,802	42,621.32	38.12%
Total Public Works	\$1,229,280	\$504,114.29	41.01%

CITY OF CEDARBURG

Salary Expense

June 30, 2020

Department	Budget	Actual	Percent Expended
Culture/Recreation			
Senior Center			
Salaries	\$56,100	\$22,234.17	39.63%
Benefits	6,712	2,776.87	41.37%
Total	62,812	25,011.04	39.82%
Celebrations			
Salaries	20,000	5,757.75	28.79%
Overtime	4,000	36.97	0.92%
Benefits	3,456	834.44	24.14%
Total	27,456	6,629.16	24.14%
Parks & Forestry			
Salaries	359,298	203,125.71	56.53%
Overtime	14,211	2,847.55	20.04%
Part time Maint/PW Salaries	40,000	8,389.95	20.97%
Benefits	147,772	72,146.51	48.82%
Total	561,281	286,509.72	51.05%
Total Culture/Recreation	\$651,549	\$318,149.92	48.83%
Total General Fund	\$6,411,756	\$2,782,550.18	43.40%

CITY OF CEDARBURG

**Salary Expense
June 30, 2020**

Department	Budget	Actual	Percent Expended
Other Funds			
Cemetery Fund			
Salaries	\$6,635	\$1,745.89	26.31%
Overtime	250	0.00	0.00%
Part time Salaries	7,400	1,624.00	21.95%
Benefits	2,710	1,197.17	44.18%
Total	16,995	4,567.06	26.87%
Recreation Programs—Fund			
Part time Salaries	105,000	25,843.58	24.61%
Exercise/Fitness	7,000	1,836.00	26.23%
Benefits	12,233	5,720.87	46.77%
Total	124,233.00	33,400.45	26.89%
Swimming Pool—Fund			
Salaries	29,418	11,920.60	40.52%
Part time Salaries/Seasonal	115,000	0.00	0.00%
Maintenance/PW Salaries	16,000	1,125.52	7.03%
Maintenance/Part time Salaries	2,800	0.00	0.00%
Benefits	33,257	17,509.41	52.65%
Total	196,475	30,555.53	15.55%
Swimming Pool Concessions			
Part time Salaries	12,500	0.00	0.00%
Benefits	1,050	0.00	0.00%
Total	13,550	0.00	0.00%
Library			
Salaries	389,839	176,996.80	45.40%
Part time Salaries	125,000	64,636.88	51.71%
Maintenance/PW Salaries	18,312	419.05	2.29%
Benefits	185,563	90,523.76	48.78%
Total	718,714	332,576.49	46.27%
Total Other Funds	\$1,069,967	\$401,099.53	37.49%
Total Salaries and Benefits	\$7,481,723	\$3,183,649.71	42.55%

CITY OF CEDARBURG

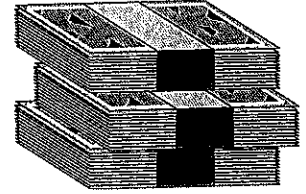
Salary Expense

June 30, 2020

Department	Budget	Actual	Percent Expended
Sewer Utility			
Administrative			
Salaries	\$256,233	\$113,604.32	44.34%
Benefits	75,645	33,543.58	44.34%
Totals	331,878	147,147.90	44.34%
General Labor			
Salaries	246,182	115,364.50	46.86%
Overtime	5,000	4,926.94	98.54%
Benefits	112,600	59,433.72	52.78%
Total	363,782	179,725.16	49.40%
Collection System			
Salaries	104,180	49,687.46	47.69%
Overtime	4,000	2,348.03	58.70%
Benefits	21,033	20,449.80	97.23%
Totals	129,213	72,485.29	56.10%
Total Sewer Utility	\$824,873	\$399,358.35	48.41%
Grand Total	\$8,306,596	\$3,583,008.06	43.13%

City of Cedarburg
Cash and Investments Summary
As of June 30, 2020

Attached is the report of cash and investments for the City of Cedarburg as of June 30, 2020. Included on the schedule of investments are the financial institutions where bank deposits have been placed; the yield of the particular deposit account or investment; and the balance or cost of the account or investment.



City monies are placed in several types of investments, including the State of Wisconsin Local Government Investment Pool (LGIP), U.S. Treasury securities, U.S. Government Agency notes, commercial paper and bank deposits, including certificates of deposit. A variety of investment types are utilized to balance safety, liquidity and risk, as well as providing diversification.

Most of the City's monies, especially in the General Fund, are needed to finance the operating activities of the City, as well as debt service and therefore are placed in short-term investments which are highly liquid, such as the local bank money market accounts and the State Investment Pool. Short term (less than one year) investments of General Fund reserves are made based on our cash flow forecast for operating funds and are timed to mature when monies will be needed to meet obligations of the City. Longer-term investments have been purchased in order to increase the average portfolio yield through US Bank. These investments are part of what is considered the "core" portfolio.

The weighted average yield for outstanding investments June 30, 2020 for all funds (exclusive of the Capital Improvement Economic Development Funds) is 0.87% which compares to the yield on outstanding investments on March 31, 2020 of 1.35%. The State Investment Pool yield for June 30, 2020 was 0.14%. Rates continue to decline. Page F-6 includes a graph of our combined investment yields and the LGIP over the past twelve months.

CITY OF CEDARBURG
Schedule of Cash and Investments
June 30, 2020

Institution & Type of Investment	Interest Yield	Balance/Cost
General Fund (100)		
BMO Harris		
Money market	0.20%	\$1,678,216.09
Tax collection		5,294.41
Tax collection—Online		154,010.25
Port Washington State Bank		
Money market account	0.33%	1,650,381.55
Checking	0.05%	564,899.31
Tax collection	0.33%	5,141.87
Payroll	0.05%	2,295.52
State Investment Pool	0.14%	1,104,763.10
US Bank Investments	1.69%	2,358,833.79
Commerce State Bank		
Checking account		4,020.10
Business checking	0.50%	444,049.37
Cornerstone Bank		
Combo business money market	0.15%	544,118.55
Business checking		5,475.25
Total General Fund		\$8,521,499.16

CITY OF CEDARBURG
Schedule of Cash and Investments
June 30, 2020

Institution & Type of Investment	Interest Yield	Balance/Cost
Cemetery Fund (200)		
State Investment Pool	0.14%	160,831.69
Port Washington State Bank		
Money market	0.33%	3,186.26
US Bank Investments	1.40%	105,906.03
Total Cemetery Fund		\$269,923.98
Community Development Block Grant (230)		
State Investment Pool	0.14%	285,110.79
US Bank Investments	1.07%	710,483.83
Total Community Dev Block Grant		\$995,594.62
Parks & Playground (250)		
State Investment Pool	0.14%	216,148.95
Debt Service (300)		
State Investment Pool	0.14%	137,264.06
Capital Improvements (400)		
State Investment Pool	0.14%	90,920.12
Port Washington State Bank		
Money market account	0.33%	54,727.76
US Bank Investments	1.55%	535,628.20
Total Capital Improvements		\$681,276.08

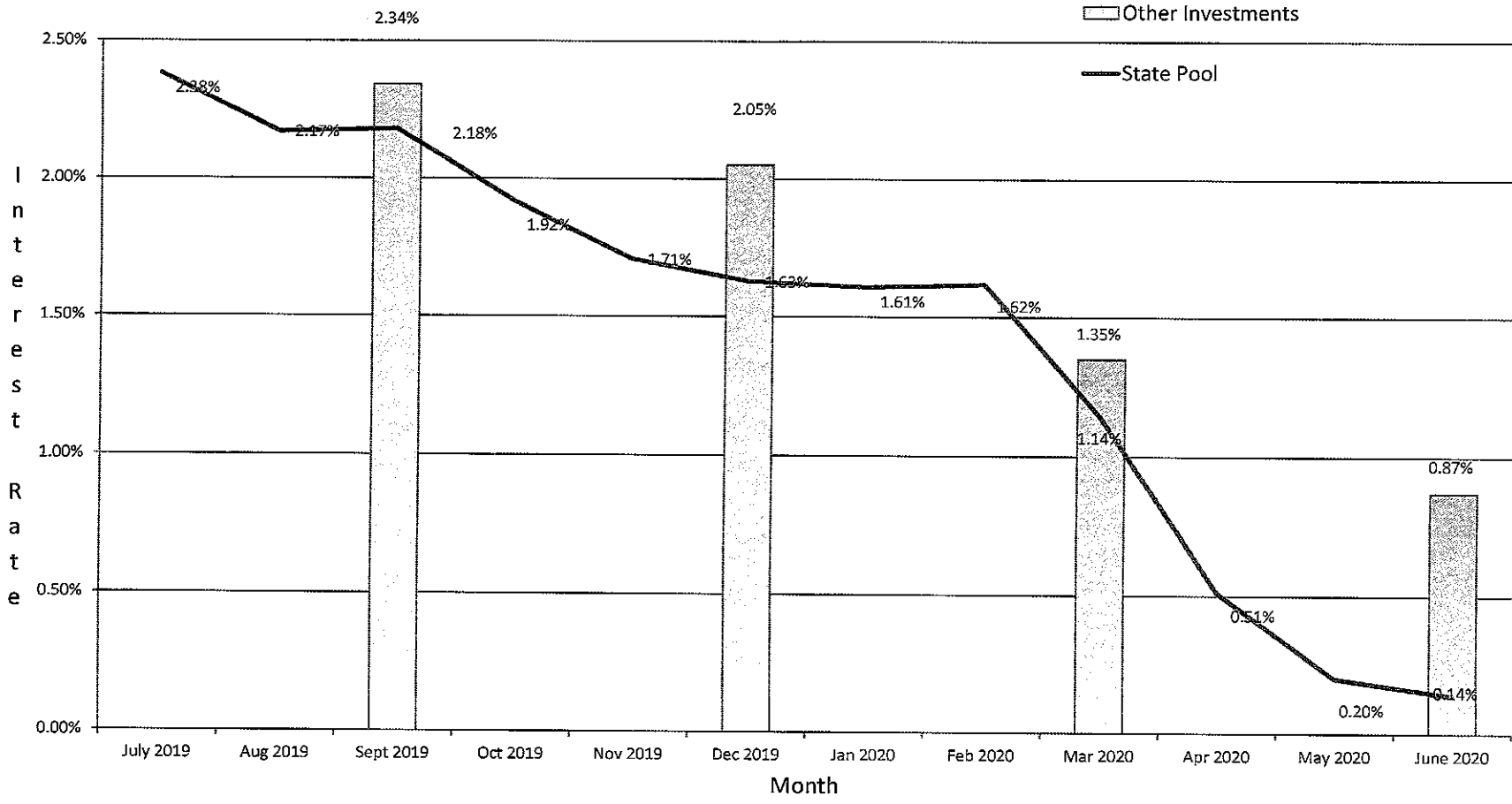
CITY OF CEDARBURG
Schedule of Cash and Investments
June 30, 2020

Institution & Type of Investment	Interest Yield	Balance/Cost
CI-Economic Development (400)		
State Investment Pool	0.14%	13,963.55
Water Recycling Center Fund (601)		
State Investment Pool		
Sewer Unrestricted	0.14%	(48,784.15)
WWTF Repl. Fund	0.14%	84,020.45
Collection System Repl.	0.14%	15,682.39
WWTP Impact Fee Investment	0.14%	228,092.94
Biosolids Impact Fee Investment	0.14%	2,409.54
Sewer Connection Fees	0.14%	483,245.59
Port Washington State Bank		
Money Market	0.33%	360,149.54
US Bank Investments	1.61%	1,181,257.03
Wastewater Equipment Replacement Fund		
Port Washington State Bank		
Money Market	0.33%	1,600,670.09
US Bank Investments	1.61%	644,271.21
Collection System		
Port Washington State Bank		
Money Market	0.33%	476,117.15
US Bank Investments	1.61%	107,358.37
Total Sewer Fund		\$5,134,490.15

CITY OF CEDARBURG
Schedule of Cash and Investments
June 30, 2020

Institution & Type of Investment	Interest Yield	Balance/Cost
Risk Management Fund (700)		
Port Washington State Bank		
Money market account	0.33%	253,428.17
US Bank Investments	1.59%	858,419.83
Total Risk Management Fund		\$1,111,848.00

City of Cedarburg
Investment Yield



CITY OF CEDARBURG
Accounts Receivable
2020 Second Quarter Financial Report

GENERAL FUND

At the end of the second quarter, there was \$51,079.37 outstanding in General Fund accounts receivable. The billings included the invoice to the Town of Cedarburg for the second quarter shared services, outstanding Fire Inspection Fees that were placed on the tax roll and billings to the School District and engineering expenses to a new subdivision developer.

SPECIAL REVENUE FUEL SYSTEM

The Fuel System account had \$1,556.09 outstanding at the end of June. These were invoices for the School District and Fire Department May & June fuel usage and car washes..

WATER RECYCLING FUND

The WRC Fund had \$7,775.48 outstanding for May & June septage hauler invoices.

CAPITAL IMPROVEMENTS

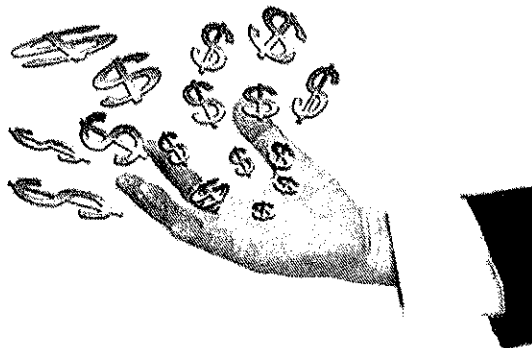
At the end of the quarter, there was \$12,801.81 outstanding in Capital Fund accounts receivable. This includes the invoices for 2017, 2018 & 2019 sidewalk replacements that are on 5 year payment plans. Payments are due by October 31st of each year. Other billings included Light and Water's portion of costs during the 2020 Street and Utility Project

RISK MANAGEMENT FUND

No activity to report.

CONTINGENT UPON ANNEXATION CHARGES/SPECIAL ASSESSMENTS

This report also includes listings of current charges on Town properties that were included in the various City street and utility projects throughout the years and are payable contingent upon annexation into the City. The interest charged was updated with the June 30, 2020 Construction Cost Index factor.



ACCOUNT 300-126100

CHARGES CONTINGENT UPON ANNEXATION
DEBT SERVICE
2020 SECOND QUARTER FINANCIAL REPORT
JUNE 30, 2020

NAME	TAX KEY NUMBER	ORIGINAL AMOUNT	ANNUAL INTEREST RATE	INTEREST AMOUNT	AMOUNT DUE AS OF 6/30/2020
Keup Road—9/30/1992					
1992 Sanitary Sewer & Watermain Extension					
CCI Effective date: September 30, 1992					
Lynn Woltring 987 Keup Road 09/30/92	03-023-12-001.00 Invoice# 3435	\$14,059.07	1.31 CCI*	\$4,358.31	\$18,417.38
Harold Woltring 5314 Thornapple Lane 09/30/92	03-023-12-033.00 Invoice# 3437	12,045.56	1.31 CCI*	3,734.12	15,779.68
FORMULA: 9/30/1992 CCI 5042 September 2002 CCI 6589 (10 Yr Max.) 6589/5042 = 1.31					
Total Keup Road Charges		\$26,104.63		\$8,092.44	\$34,197.07
Portland Road—9/30/1992					
Portland Road Lift Station and Force Main					
CCI Effective date: September 30, 1992					
Portland Road Lift Station and Force Main	Future annexations	\$31,244.71	1.31 CCI*	\$9,685.86	\$40,930.57
FORMULA: 9/30/1992 CCI 5042 September 2002 CCI 6589 (10 Yr Max.) 6589/5042 = 1.31					
Total Portland Road Charges		\$31,244.71		\$9,685.86	\$40,930.57
Total Charges—Debt Service		\$57,349.34		\$17,778.30	\$75,127.64
*Construction Cost Index (CCI)					

ACCOUNT 400 126100

CHARGES CONTINGENT UPON ANNEXATION
CAPITAL FUND
2020 SECOND QUARTER FINANCIAL REPORT
JUNE 30, 2020

NAME	PROPERTY ADDRESS	TAX KEY NO.	ORIGINAL AMOUNT	BALANCE ON ACCOUNT	ANNUAL INTEREST RATE	INTEREST AMOUNT	AMOUNT DUE AS OF 6/30/2020
PROCHNOW LANDFILL							
Water line extension to Town Residents	JE#1470 Prochnow Landfill Property		\$107,365.00	\$107,365.00			\$107,365.00
TOTAL PROCHNOW LANDFILL			\$107,365.00	\$107,365.00		\$0.00	\$107,365.00
TOWN OF CEDARBURG 2003 Keup Road Reconstruction - Project 2000-11 2003¹							
CCI effective date: October 1, 2003							
Ammons, Michael	2314 953 Keup Road	03-023-12-007.00	\$4,021.81	\$4,021.81	CCI* 1.43	\$1,729.38	\$5,751.19
Woltring, Harold & Gladys	2315 5314 Thornapple Lane	03-023-12-033.00	3,687.82	3,687.82	1.43	1,585.76	5,273.58
Woltring, Lynn	2316 987 Keup Road	03-023-12-001.00	4,087.91	4,087.91	1.43	1,757.80	5,845.71
FORMULA: 10/1/2003 CCI 6771 October 2013 CCI 9689 (10 yr Max.) 9689/6771 = 1.43							
TOTAL 2003 KEUP ROAD RECONSTRUCTION			\$11,797.54	\$11,797.54		\$5,072.94	\$16,870.48
Pioneer Road - TID No. 1							
CCI effective date: April 21, 1993							
03-34-15-04 THRU 07²							
Korneisel, Kirk	6610 Pioneer Road	03-034-15-011.00	\$13,168.81	\$13,168.81	CCI* 1.29	\$3,818.95	\$16,987.76
Wiley, David & Aimee	6620 Pioneer Road	03-034-15-010.00	12,932.09	12,932.09	1.29	3,750.31	16,682.40
Harold H & Patricia A Steffen Family Trst	6634 Pioneer Road	03-034-15-009.00	13,175.12	13,175.12	1.29	3,820.78	16,995.90
FORMULA: 4/21/1993 CCI 5167 April 2003 CCI 6635 (10 yr Max.) 6635/5167 = 1.29							
TOTAL PIONEER ROAD - TID NO. 1			\$39,276.02	\$39,276.02		\$11,390.04	\$50,666.06
TOTAL CHARGES - CAPITAL			\$158,438.56	\$158,438.56		\$16,462.98	\$174,901.54
*Construction Cost Index (CCI)							
(1) Represents charges against parcels in the Town for curb & gutter, sidewalk, drive apron and lighting. Collection of these charges will be done at time of annexation.							
(2) Represents charges against parcels in the Town. Collection of these charges will be done at time of annexation.							

ACCOUNT 601 126100
 CHARGES CONTINGENT UPON ANNEXATION
 SEWER FUND
 2020 SECOND QUARTER FINANCIAL REPORT
 JUNE 30, 2020

NAME	PROPERTY ADDRESS	TAX KEY NUMBER	ORIGINAL AMOUNT	BALANCE AMOUNT	ANNUAL INTEREST RATE	INTEREST AMOUNT	AMOUNT DUE AS OF 6/30/2020
KEUP ROAD - PART A - SANITARY SEWER							
1999 Sanitary Sewer & Watermain							
CCI Effective date: January 1, 2000							
Murphy, Brian	781 Keup Road	03-060-01-07.000	\$9,836.48	\$9,836.48	CCI* 1.42	\$4,131.32	\$13,967.80
Juech, James & Mary	765 Keup Road	03-060-01-05.000	8,602.73	8,602.73	1.42	3,613.15	\$12,215.88
Islo, Spencer & Patek, Ann	755 Keup Road	03-060-01-04.000	8,602.73	8,602.73	1.42	3,613.15	12,215.88
Schefchik Jr., Emil	789 Keup Road	03-060-01-07.001	10,330.60	10,330.60	1.42	4,338.85	14,669.45
7900 LLC	708 Keup Road	03-026-03-017.00	2,433.97	2,433.97	1.42	1,022.27	3,456.24
FORMULA: January 2000 CCI 6130 January 2010 CCI 8660 (10 Yr. Max.) 8660/6130 = 1.42							
\$35,219.91, is being held by Light and Water. These charges are due in full within 30 days upon adoption of an annexation ordinance.							
TOTAL KEUP ROAD - PART A - SANITARY SEWER			\$39,806.51	\$39,806.51		\$16,718.74	\$56,525.25
WASHINGTON AVENUE - SEWER							
CCI Effective date: April 2, 1992							
Bentz, Roger & Franelen	1051 Wauwatosa Road	13-040-0140.000	\$18,524.10	\$18,524.10	CCI* 1.31	\$5,742.47	\$24,266.57
4/2/1992		Between Wauwatosa & Poplar-18.23 acres vacant land					
FORMULA: April 1992 CCI 4946 April 2002 CCI 6480 (10 Yr. Max) 6480/4946 = 1.31							
TOTAL WASHINGTON AVENUE			\$18,524.10	\$18,524.10		\$5,742.47	\$24,266.57
HAMILTON ROAD-SEWER							
CCI Effective date: September 3, 1986							
Molinaro, Tony	243 E Hamilton Road	Base,Pavement, Curb & Gutter, Sanitary Sewer, Storm Sewer & Eng.	\$33,371.00	\$33,371.00	CCI* 1.33	\$11,012.43	\$44,383.43
(New owner: Bishop Family Trust)	9/3/1986	03-050-0030.006					
FORMULA: September 1986 CCI 4295 September 1996 CCI 5683 (10 Yr. Max) 5683/4295 = 1.33							
TOTAL HAMILTON ROAD-SEWER			\$33,371.00	\$33,371.00		\$11,012.43	\$44,383.43
WESTERN & WAUWATOSA SEWER & WATER CONSTRUCTION - 2010							
Sanitary Sewer Mains and Laterals							
CCI Effective Date: October 11, 2010							
TOWN OF CEDARBURG			SANITARY SEWER MAIN	SANITARY SEWER LAT.		CCI*	
Jams Realty-Cedarburg Inc	506 Wauwatosa Rd	03-027-11-022.00	\$9,242.23	\$2,748.09	\$11,990.32	1.28	\$15,370.62
Wollner, Richard & Lorraine	7508 Western Ave	03-027-11-021.00	\$9,242.23	\$2,748.09	\$11,990.32	1.28	\$15,370.62
Herkowski, Joseph & Andrea	7450 Western Ave	03-027-11-008.00	\$9,242.23	\$2,748.09	\$11,990.32	1.28	\$15,370.62
Kuhn, Mechthild	7421 Western Ave	03-034-06-027.00	\$9,242.23	\$2,748.09	\$11,990.32	1.28	\$15,370.62
FORMULA: October 2010 CCI 8921 JUNE 30, 2020 CCI 11436 11436/8921 = 1.28							
TOTAL WESTERN & WAUWATOSA CHARGES			\$36,968.92	\$10,992.36	\$47,961.28	\$13,521.20	\$61,482.48
TOTAL CHARGES - SEWER FUND			\$95,299.53	\$10,992.36	\$139,662.89	\$46,994.84	\$186,657.73
CCI* Construction Cost Index							

Environmental Expenditures
 June 30, 2020

	2015	2016	2017	2018	2019	2020	Total
Beginning Balance	178,148.33	157,010.61	149,766.86	117,064.19	89,748.07	159,188.28	
<u>Revenues</u>							
Property Tax	10,000.00	20,000.00			10,000.00	10,000.00	50,000.00
Proceeds from Borrowing					430,000.00		430,000.00
Transfer from Prochnow Trust Account							
Total	10,000.00	20,000.00	-	-	440,000.00	10,000.00	480,000.00
<u>Expenditures</u>							
Prochnow/Blank	17,910.39	27,243.75	19,345.17	27,316.12	20,402.12	1,629.00	113,846.55
Dams	13,227.33		13,357.50		350,157.67	18,860.50	395,603.00
Total	31,137.72	27,243.75	32,702.67	27,316.12	370,559.79	20,489.50	488,960.05
Ending Balance	157,010.61	149,766.86	117,064.19	89,748.07	159,188.28	148,698.78	

City of Cedarburg

Internal Service Fund

Second Quarter Financial Report

June 30, 2020

The Internal Service Fund accounts for all risk management activities of the City. Included in the fund are premiums and claims for:

- General Liability Insurance
- Auto Physical Damage Insurance
- Property Insurance
- Excess Liability Insurance
- Employment Practices Insurance
- Workers' Compensation Insurance
- Boiler & Machinery Insurance

Revenues include interest income, charges to other funds for their premiums, dividends, and insurance recoveries.

The interest income and change in market value revenues total \$27,679.85 at the end of the quarter.

Insurance recoveries recorded include a Police Department auto accident from 2019 and a Light & Water claim. And reimbursement from an employee's workers' comp claim.

The CVMIC auto physical damage and liability dividend was received in March in the amount of \$16,520.

Transfers from other funds are for the annual premiums and were charged out in full in January.

Insurance premiums were paid in full in January.

At the end of the quarter claim expenditures are \$35,883.64.

The 2016 claims expenditures are legal costs for a sidewalk fall claim.

The 2019 claims are from Public Works' vehicle claims.

The 2020 claim expenditure is for legal fees.

CITY OF CEDARBURG
INTERNAL SERVICE FUND - RISK MANAGEMENT
FINANCIAL REPORT
June 30, 2020

	2019 ACTUAL	2020 ACTUAL	2020 BUDGET	PERCENT OF BUDGET
Revenues				
Interest Income	\$ 10,328.67	\$ 9,150.03	\$ 10,000	91.50%
Change in Market Value	15,588.54	18,529.82		0.00%
Dividend Income (from CVMIC)	13,404.00	16,520.00	13,403	123.26%
Insurance Recoveries	9,231.40	6,640.04		0.00%
Charges to General Fund	249,871.15	248,041.58	251,245	98.72%
Charges to Cemetery Fund	716.41	732.80	733	99.97%
Charges to Recreation Programs Fund	4,741.97	4,551.58	4,552	99.99%
Charges to Swimming Pool Fund	9,378.19	8,506.98	8,507	100.00%
Charges to Library	7,592.51	8,336.54	8,337	99.99%
Transfer from Sewer Fund	27,598.47	36,594.80	36,595	100.00%
Total Revenues	\$348,451.31	\$357,604.17	\$333,372	107.27%
Expenses				
Insurance Premiums/Costs:				
Worker's Compensation	\$ 148,821.00	\$129,973.44	\$ 156,010	83.31%
Unemployment Compensation	245.09	1,496.00		0.00%
Property/Auto Insurance	69,312.00	71,895.00	74,848	96.05%
General Liability Insurance	65,841.00	67,472.00	66,192	101.93%
Employment Practices Insurance	14,025.00	12,031.75	14,726	81.70%
Boiler Insurance	1,196.00	2,471.00	1,417	174.38%
2016 Liability Claims Paid		11,133.53		0.00%
2018 Liability Claims Paid	6,502.50		5,000	0.00%
2019 Liability Claims Paid	7,775.84	24,580.11	5,000	
2020 Liability Claims Paid		170.00	15,000	
Total Expenses	\$313,718.43	\$321,222.83	\$ 338,193	94.98%
Net Gain/(Loss)	\$34,732.88	\$36,381.34	(\$4,821)	
Fund Balance, January 1	\$890,184.78	\$848,025.89	\$848,026	
Fund Balance, Quarter End/Budget	\$924,917.66	\$884,407.23	\$843,205	

City of Cedarburg

Debt Service Fund

June 30, 2020

Second Quarter Financial Report

The Debt Service Fund is used to account for the payment of principal and interest on debt obligations of the City.

Revenues include the tax levy, interest revenue and police impact fees. At the end of the second quarter \$1,664,669 was received from property taxes and \$590.76 from interest revenue. The Build America Bond reimbursement and police impact fees were also received; \$1,328.51 and \$54,015.09, respectively.

The transfer from Capital Improvements from the Library impact fees to help pay down the debt was completed this quarter.

The expenditures for the quarter include the debt principal and interest payments. Payments are in March (principal and interest) and September (interest). A total of \$1,680,728.76 was expended in principal and interest payments to date.

**City of Cedarburg
Debt Service Fund
Second Quarter Financial Report
June 30, 2020**

	2019 Actual	2020 Actual	2020 Budget	Percent of Budget
Revenues				
Property Taxes	\$ 1,817,184.00	\$ 1,664,669.00	\$ 1,664,669	100.00%
Interest Revenue	6,251.54	590.76	3,000	19.69%
Police Impact Fee	6,023.28	54,015.09		
Build America Bond Reimbursement	2,587.62	1,328.51	1,331	99.81%
Transfer from Capital Improvement		93,000.00	93,000	100.00%
Total Revenues	\$ 1,832,046.44	\$ 1,813,603.36	\$ 1,762,000	102.93%
Expenditures				
2007 G.O. Capital Improvement Notes				
2007 TIF Note				
2010 G.O. Capital Improvement Notes	98,686.17	98,686.17	98,686	100.00%
2012 G.O. Note	529,862.50	526,987.50	550,725	95.69%
2015 G.O. Notes	431,850.00	432,800.00	451,500	95.86%
2016 G.O. Notes	457,156.25	459,381.25	540,950	84.92%
2018 State Trust Fund Loan	36,073.84	36,073.84	36,074	100.00%
2018 G.O. Bonds	134,907.49	126,800.00	141,950	89.33%
2018 TIF #4 Bonds			246,895	
Total Expenditures	\$ 1,688,536.25	\$ 1,680,728.76	\$ 2,066,780	81.32%
Beginning Fund Balance	\$43,211.96	\$102,335.34	\$102,335	
Ending Fund Balance	\$186,722.15	\$235,209.94	(\$202,445)	

City of Cedarburg
Tax Incremental Districts #3, #4, #5 and #6
2020 Second Quarter Financial Report

This report reflects the activity since creation and the year to date for TIDs #3, #4, #5 and #6.

The mixed use **TID #3** was approved on November 18, 2014. The project is scheduled to be paid off in 20 years. The project costs include the City's administrative costs, legal and audit fees, financial consultant fees and the developer incentive. The following pages include the estimated project costs and revenues along with the current and prior years' costs and revenues.

Project Revenues

As in 2019, there was value added to the TIF because of the increase in the market value. The tax increment was realized in the first quarter; \$527.

Project Costs

The only costs through the end of the quarter are administrative; \$837. The developer incentive will only be paid out after the City has recovered its costs from the tax increment. Administrative expenditures to date are \$837.

At the end of the quarter, the District has a deficit of \$26,054.

The **TID #4** was approved on September 14, 2017. It is a proposed 8.42 acre blighted area district created to facilitate the redevelopment of the former Meta Mold Aluminum Company (Amcast) manufacturing site. The site is part of a larger property included on the United States Environmental Protection Agency National Priorities List. The project is expected to be open for the full 27 years.

Project Revenues

As in 2019, there was no value added to the TIF but there was investment income of \$10,268 for the year to date.

Project Costs

The costs to date are administrative; City staff, financial consultant and legal fees. The payments of the developer incentive for the year to date totaled \$428,966. At the end of the quarter expenditures totaled \$619,837.

At the end of the quarter, the District has a fund balance of \$1,183,946.

TID Reports (continued)
June 30, 2020

The **TID #5** was approved on February 12, 2018. It is a proposed 4.25 acre blighted area district created to facilitate redevelopment on five parcels owned by the St. Francis Borgia congregation. The project consists of razing the St. Francis Borgia elementary school and church rectory followed by necessary site preparation for the construction of two buildings supporting 60 high end apartment units, a building with 9 townhouse style units and a single family home site by HSI Properties.

Project Revenues

For 2020 there was tax increment of \$90,710 which will be paid out to the developer in August after the City expenditures are paid off.

Project Costs

The only costs to date are administrative, City staff, financial consultant, and legal fees. The payments of the developer incentive will be in August. At the end of the quarter there were \$568 in expenditures.

At the end of the quarter the fund balance is \$79,777.

The **TID #6** was approved on May 21, 2020. It is a proposed industrial district comprised of approximately 60 acres of City owned land located on State Highway 60. The District was created to pay the costs of public infrastructure and other expenditures needed to develop the land for use as a business park.

Project Revenues

There were no revenues for the district in the second quarter.

Project Costs

The costs to date are administrative, engineering, wetland mitigation and legal fees. The payments for the quarter totaled \$180,783.

At the end of the quarter, the District has a negative fund balance of \$180,783.

City of Cedarburg

Tax Incremental Financing District No. 3

Historical Summary of Sources, Uses and Status of Funds

	<u>Year Ended December 31, 2019</u>	<u>Quarter Ended June 30, 2020</u>	<u>From Date of Creation</u>
Project Revenues (sources):			
Tax increments	390	527	1,374
Total revenues	<u>390</u>	<u>527</u>	<u>1,374</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	0	0	0
Repayment of City Advance	0	0	0
Interest on City Advance	0	0	0
Administrative Expense	(3,355)	837	27,428
Total costs	<u>(3,355)</u>	<u>837</u>	<u>27,428</u>
Net sources (uses)	3,745	(310)	(26,054)
Beginning fund balance	<u>(28,589)</u>	<u>(25,744)</u>	<u>0</u>
Ending fund balance	<u>(\$24,844)</u>	<u>(\$26,054)</u>	<u>(\$26,054)</u>

City of Cedarburg

**Tax Incremental Financing District No. 3
 Historical Summary of Project Costs, Project Revenues
 and Net Cost to be recovered through Tax Increments**

	Year Ended <u>December 31, 2019</u>	Quarter Ended <u>June 30, 2020</u>	From Date <u>of Creation</u>
Project Costs:			
Cash Grant (Development Incentive)	0	0	0
Repayment of City Advance	0	0	0
Interest on City Advance	0	0	0
Administrative Expense	(3,355)	837	27,428
Total costs	<u>(3,355)</u>	<u>837</u>	<u>27,428</u>
Project Revenues:			
Tax increments	390	527	1,374
State Personal Property Aid	1	0	1
Total revenues	<u>391</u>	<u>527</u>	<u>1,375</u>
Net costs recoverable through tax increments	(\$3,746)	\$310	\$26,053

City of Cedarburg		
Tax Incremental Financing District No. 3		
Detailed Summary of Project Costs		
Through June 30, 2020		
	<u>Actual</u>	<u>Project Plan Estimate</u>
Cash Grant (Development Incentive)	0	310,234
Repayment of City Advance	0	23,000
Interest on City Advance	0	2,060
Administrative Expense	<u>27,428</u>	<u>63,000</u>
Total project costs	<u>\$27,428</u>	<u>\$398,294</u>

City of Cedarburg			
Tax Incremental Financing District No. 3			
Project Budget vs. Actual			
Through June 30, 2020			
	<u>Project Budget</u>	<u>As of June 30, 2020</u>	<u>Project To Date</u>
Project Revenues (sources):			
Tax increments	\$585,574	\$527	\$1,374
State Personal Property Aid		<u>0</u>	<u>0</u>
Total revenues	<u>\$585,574</u>	<u>\$527</u>	<u>\$1,374</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	\$310,234	\$0	\$0
Repayment of City Advance	25,060	0	0
Interest on City Advance	2,060	0	0
Administrative Expense	<u>63,000</u>	<u>837</u>	<u>27,428</u>
Total expenditures	<u>\$400,354</u>	<u>\$837</u>	<u>\$27,428</u>

City of Cedarburg

Tax Incremental Financing District No. 4

Historical Summary of Sources, Uses and Status of Funds

	<u>Year Ended</u> <u>December 31, 2019</u>	<u>Quarter Ended</u> <u>June 30, 2020</u>	<u>From Date</u> <u>of Creation</u>
Project Revenues (sources):			
Tax increments	\$0	\$0	\$0
Investment Income	42,695	10,268	52,963
Proceeds from borrowing	0	0	3,415,000
Total revenues	<u>42,695</u>	<u>10,268</u>	<u>3,467,963</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	782,108	428,966	1,662,238
Repayment of City Advance	244,965	186,885	518,606
Interest on City Advance	1,676	0	2,244
	0	0	0
Administrative Expense	16,656	3,986	100,927
Total costs	<u>1,045,405</u>	<u>619,837</u>	<u>2,284,015</u>
Net sources (uses)	(1,002,710)	(609,569)	1,183,948
Beginning fund balance	<u>2,796,227</u>	<u>1,793,515</u>	<u>0</u>
Ending fund balance	<u>\$1,793,517</u>	<u>\$1,183,946</u>	<u>\$1,183,948</u>

City of Cedarburg

Tax Incremental Financing District No. 4
 Historical Summary of Project Costs, Project Revenues
 and Net Cost to be recovered through Tax Increments

	Year Ended <u>December 31, 2019</u>	Quarter Ended <u>June 30, 2020</u>	From Date <u>of Creation</u>
Project Costs:			
Cash Grant (Development Incentive)	\$782,108	\$428,966	\$1,662,238
Debt Issuance Costs	244,965	186,885	518,606
Interest on City Advance	1,676	0	2,244
Projected Unrecovered Interest Expense	0	0	0
Administrative Expense	16,656	3,986	100,927
Total costs	<u>1,045,405</u>	<u>619,837</u>	<u>2,284,015</u>
Project Revenues:			
Tax increments	\$0	\$0	\$0
Proceeds from borrowing	0	0	3,415,000
Investment Income	42,695	10,268	52,963
Total revenues	<u>42,695</u>	<u>10,268</u>	<u>3,467,963</u>
Net costs recoverable through tax increments	<u>(\$1,002,710)</u>	<u>(\$609,569)</u>	<u>\$1,183,948</u>

City of Cedarburg		
Tax Incremental Financing District No. 4		
Detailed Summary of Project Costs		
Through June 30, 2020		
	<u>Actual</u>	<u>Project Plan Estimate</u>
Cash Grant (Development Incentive)	1,662,238	3,328,000
Debt Issuance Costs/Payments	518,606	97,000
Interest on City Advance	2,244	1,374,298
Projected Unrecovered Interest Expense		(337,766)
Administrative Expense	<u>100,927</u>	<u>84,000</u>
Total project costs	<u>\$2,284,015</u>	<u>\$4,545,532</u>

City of Cedarburg			
Tax Incremental Financing District No. 4			
Project Budget vs. Actual			
Through June 30, 2020			
	<u>Project Budget</u>	<u>As of June 30, 2020</u>	<u>Project To Date</u>
Project Revenues (sources):			
Tax increments	\$4,528,892	\$0	\$0
Investment Income		10,268	52,963
Proceeds from borrowing		<u>0</u>	<u>3,415,000</u>
Total revenues	<u>\$4,528,892</u>	<u>\$10,268</u>	<u>\$3,467,963</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	\$3,328,000	\$428,966	\$1,662,238
Debt Issuance Costs	97,000	186,885	518,606
Interest on City Advance	1,374,298	0	2,244
Projected Unrecovered Interest Expense	(337,766)	0	
Administrative Expense	<u>84,000</u>	<u>3,986</u>	<u>100,927</u>
Total expenditures	<u>\$4,545,532</u>	<u>\$619,837</u>	<u>\$2,284,015</u>

City of Cedarburg

Tax Incremental Financing District No. 5
 Historical Summary of Sources, Uses and Status of Funds

	<u>Year Ended</u> <u>December 31, 2019</u>	<u>Quarter Ended</u> <u>June 30, 2020</u>	<u>From Date</u> <u>of Creation</u>
Project Revenues (sources):			
Tax increments	0	90,710	90,710
Public Charges for Services	0	0	13,000
Total revenues	<u>0</u>	<u>90,710</u>	<u>103,710</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	0	0	0
Administrative Expense	498	568	23,933
Total costs	<u>498</u>	<u>568</u>	<u>23,933</u>
Net sources (uses)	(498)	90,142	79,777
Beginning fund balance	<u>0</u>	<u>(498)</u>	<u>0</u>
Ending fund balance	<u>(\$498)</u>	<u>\$89,644</u>	<u>\$79,777</u>

City of Cedarburg

**Tax Incremental Financing District No. 5
 Historical Summary of Project Costs, Project Revenues
 and Net Cost to be recovered through Tax Increments**

	<u>Year Ended December 31, 2019</u>	<u>Quarter Ended June 30, 2020</u>	<u>From Date of Creation</u>
Project Costs:			
Cash Grant (Development Incentive)	0	0	0
Administrative Expense	498	568	23,933
Total costs	<u>498</u>	<u>568</u>	<u>23,933</u>
Project Revenues:			
Tax increments	0	90,710	90,710
Pubilc Charges for Services	0	0	13,000
Total revenues	<u>0</u>	<u>90,710</u>	<u>103,710</u>
Net costs recoverable through tax increments	\$498	(\$90,142)	(\$79,777)

City of Cedarburg		
Tax Incremental Financing District No. 5		
Detailed Summary of Project Costs		
Through June 30, 2020		
	<u>Actual</u>	<u>Project Plan Estimate</u>
Cash Grant (Development Incentive)	0	1,925,000
Administrative Expense	<u>23,933</u>	<u>56,500</u>
Total project costs	<u>\$23,933</u>	<u>\$1,981,500</u>

City of Cedarburg

Tax Incremental Financing District No. 5

Project Budget vs. Actual

Through June 30, 2020

	<u>Project Budget</u>	<u>As of June 30, 2020</u>	<u>Project To Date</u>
Project Revenues (sources):			
Tax increments	\$4,466,366	\$90,710	\$90,710
Public Charges for Services		<u>0</u>	<u>13,000</u>
Total revenues	<u>\$4,466,366</u>	<u>\$90,710</u>	<u>\$90,710</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	\$1,925,000	\$0	\$0
Administrative Expense	<u>56,500</u>	<u>568</u>	<u>23,933</u>
Total expenditures	<u>\$1,981,500</u>	<u>\$568</u>	<u>\$23,933</u>

City of Cedarburg		
Tax Incremental Financing District No. 6		
Historical Summary of Sources, Uses and Status of Funds		
	Quarter Ended <u>June 30, 2020</u>	From Date <u>of Creation</u>
Project Revenues (sources):		
Tax increments	\$0	\$0
Proceeds from Borrowing	0	0
Interest	0	0
Land Sales	0	0
Total revenues	<u>0</u>	<u>0</u>
Project Costs (uses):		
Public Infrastructure	0	78,100
Debt Financing Costs	0	0
Administrative Expense	0	102,683
Total costs	<u>0</u>	<u>180,783</u>
Net sources (uses)	0	(180,783)
Beginning fund balance	<u>0</u>	<u>0</u>
Ending fund balance	<u>\$0</u>	<u>(\$180,783)</u>

City of Cedarburg		
Tax Incremental Financing District No. 6		
Historical Summary of Project Costs, Project Revenues and Net Cost to be recovered through Tax Increments		
	Year Ended <u>June 30, 2020</u>	From Date <u>of Creation</u>
Project Costs:		
Public Infrastructure	\$0	\$78,100
Debt Financing Costs	0	0
Administrative Expense	0	102,683
Total costs	<u>0</u>	<u>180,783</u>
Project Revenues:		
Tax increments	\$0	\$0
Proceeds from Borrowing	0	0
Interest	0	0
Land Sales	0	0
Total revenues	<u>0</u>	<u>0</u>
Net costs recoverable through tax increments	\$0	\$180,783

City of Cedarburg		
Tax Incremental Financing District No. 6		
Detailed Summary of Project Costs		
Through June 30, 2020		
	<u>Actual</u>	<u>Project Plan Estimate</u>
Public Infrastructure	78,100	8,218,272
Debt Financing Costs		13,837,750
Administrative Expense/Professional Serv.	<u>102,683</u>	<u>174,352</u>
Total project costs	<u>\$180,783</u>	<u>\$22,230,374</u>

City of Cedarburg			
Tax Incremental Financing District No. 6			
Project Budget vs. Actual			
Through June 30, 2020			
	<u>Project Budget</u>	<u>As of June 30, 2020</u>	<u>Project To Date</u>
Project Revenues (sources):			
Tax Increment	\$11,394,550	\$0	\$0
Proceeds from Borrowing	9,410,000	0	0
Interest	137,041	0	0
Land Sales	<u>1,875,000</u>	<u>0</u>	<u>0</u>
Total revenues	<u>\$22,816,591</u>	<u>\$0</u>	<u>\$0</u>
Project Costs (uses):			
Public Infratstructure	\$8,218,272	\$0	\$78,100
Debt Financing Costs	13,837,750	0	102,683
Administrative Expense	<u>174,352</u>	<u>0</u>	<u>0</u>
Total expenditures	<u>\$22,230,374</u>	<u>\$0</u>	<u>\$180,783</u>

CEDARBURG LIGHT & WATER COMMISSION
Investments Outstanding as of June, 2020

INFORMATION SENT TO CITY OF CEDARBURG QUARTERLY

<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Annual Yield Interest Rate</u>	<u>Institution</u>	<u>Amount</u>	<u>Purpose</u>
Certificate of Deposit	12/3/2019	9/3/2020	2.25%	Port Washington State Bank	\$483,323.64	Reserve for Future Capital Projects
Certificate of Deposit	1/23/2020	1/23/2021	2.00%	Port Washington State Bank	\$328,877.56	Reserve for Future Capital Projects
Certificate of Deposit	3/27/2020	3/27/2021	1.75%	Port Washington State Bank	\$330,921.54	Reserve for Future Capital Projects
Certificate of Deposit	11/27/2019	11/27/2020	2.25%	Port Washington State Bank	\$520,705.25	Reserve for Future Capital Projects
State Investment Pool:						
Account # 1 - System Revenue			0.14%	LGIP	\$721,685.32	For Operating Expense & Future Capital Projects
Account # 3 - Special Redemption Fund			0.14%	LGIP	\$0.00	For Principal & Interest Payments Final Bond payment was made October 2005
Account # 4 - Depreciation Fund				LGIP	\$0.00	Was required by 1994 Bond Issue; new Bond Issue not required. Dollars were transferred to Account #1.
Account # 6 - Liability Insurance Reserve			0.14%	LGIP	\$76,082.73	Reserve for Future Liability Claims
Account # 8 - Impact Fee Reserve			0.14%	LGIP	\$101.86	Reserve for Impact Fee Revenues
				Total LGIP	<u>\$797,869.91</u>	
TOTAL LIGHT & WATER INVESTMENTS					<u>\$2,461,697.90</u>	

<u>Bank Balances as of June 30, 2020</u>	<u>Daily Interest Rate</u>	<u>Institution</u>	<u>Amount</u>	
Checking		Port Washington State Bank	\$142,760.91	with Checks Outstanding & Stubs "in transit"
Money Market Account	0.42%	Port Washington State Bank	\$7,837,194.00	\$538,523.34 is reserved for Impact Fee Revenues



Cedarburg Light & Water
Consolidated Balance Sheet
For the Six Months Ending 6/30/2020

	Balance 6/30/2020 Current Month	Balance 2020 First of Year	Difference
ASSETS AND OTHER DEBITS			
UTILITY PLANT			
Utility Plant - Utility Financed (101-107)	\$44,083,585.14	\$43,068,942.41	\$1,014,642.73
Utility Plant - Contributed (101-107)	12,246,815.88	12,272,067.93	(25,252.05)
Less: Accum. Provision for Depr. & Amort. - Utility Financed (111-116)	(16,052,829.59)	(15,328,346.32)	(724,483.27)
Less: Accum. Provision for Depr. & Amort. - Contributed (111-116)	(3,928,932.84)	(3,812,495.57)	(116,437.27)
Net Utility Plant	36,348,638.59	36,200,168.45	148,470.14
Total Net Utility Plant	36,348,638.59	36,200,168.45	148,470.14
OTHER PROPERTY AND INVESTMENTS			
Nonutility Property (121)	346,829.13	346,829.13	0.00
Less: Accum. Provision for Depr. and Amort. of Nonutility Property (122)	(307,481.33)	(307,481.33)	0.00
Net Nonutility Property	39,347.80	39,347.80	0.00
Special Funds (125-128)	2,441,978.20	2,422,227.74	19,750.46
Total Other Property and Investments	2,481,326.00	2,461,575.54	19,750.46
CURRENT AND ACCRUED ASSETS			
Cash and Working Funds (131)	142,760.91	338,607.44	(195,846.53)
Working Funds (135)	700.00	700.00	0.00
Temporary Cash Investments (136)	7,837,194.00	7,264,781.84	572,412.16
Customer Accounts Receivable (142)	1,435,582.61	1,208,109.72	227,472.89
Other Accounts Receivable (143)	29,800.43	234,388.16	(204,587.73)
Receivables from Municipality (145)	5,924.48	39,084.28	(33,159.80)
Materials and Supplies (151-163)	792,152.95	659,997.74	132,155.21
Prepayments (165)	37,574.07	5,051.92	32,522.15
Interest and Dividends Receivable (171)	19,719.70	16,024.52	3,695.18
Miscellaneous Current and Accrued Assets (174)	(347,301.00)	(347,301.00)	0.00
Total Current and Accrued Assets	9,954,108.15	9,419,444.62	534,663.53
DEFERRED DEBITS			
Other Deferred Debits (182-186)	1,454,213.43	1,453,365.01	848.42
Total Deferred Debits	1,454,213.43	1,453,365.01	848.42
Total Assets and Other Debits	\$50,238,286.17	\$49,534,553.62	\$703,732.55



Cedarburg Light & Water
Consolidated Balance Sheet
For the Six Months Ending 6/30/2020

	<u>Balance</u> <u>6/30/2020 Current Month</u>	<u>Balance</u> <u>2020 First of Year</u>	<u>Difference</u>
LIABILITIES AND OTHER CREDITS			
PROPRIETARY CAPITAL			
Capital Paid In by Municipality (200)	183,254.21	183,254.21	0.00
Unappropriated Earned Surplus - Non-Contributed (216.1)	37,291,749.04	37,291,749.04	0.00
Unappropriated Earned Surplus - Contributed (216.2)	8,753,296.24	8,753,296.24	0.00
Current Earnings - Non-Contributed (217.1)	519,250.46	0.00	519,250.46
Current Earnings - Contributed (217.2)	(145,259.74)	0.00	(145,259.74)
Total Proprietary Capital	46,602,290.21	46,228,299.49	373,990.72
CURRENT AND ACCRUED LIABILITIES			
Accounts Payable (232)	726,547.12	685,801.44	40,745.68
Payables to Municipality (233)	274,807.69	219,087.80	55,719.89
Customer Deposits (235)	74,431.43	76,636.43	(2,205.00)
Taxes Accrued (236)	497,740.85	497,740.85	0.00
Interest Accrued (237)	4,046.58	4,375.45	(328.87)
Tax Collections Payable (241)	75,413.97	24,078.33	51,335.64
Miscellaneous Current and Accrued Liabilities (242)	20,182.07	5,230.29	14,951.78
Total Current and Accrued Liabilities	1,673,169.71	1,512,950.59	160,219.12
DEFERRED CREDITS			
Customer Advances for Construction (252)	608,972.19	438,277.83	170,694.36
Other Deferred Credits (253)	1,353,854.06	1,355,025.71	(1,171.65)
Total Deferred Credits	1,962,826.25	1,793,303.54	169,522.71
Total Liabilities and Other Credits	\$50,238,286.17	\$49,534,553.62	\$703,732.55



Cedarburg Light & Water
Consolidated Income Statement
For the Six Months Ending 6/30/2020

	Current Year	Budget	Current Year to Budget \$ Variance	Current Year to Budget % Variance	Prior Year	Current Year to Prior Year Variance
UTILITY OPERATING INCOME						
Operating Revenues (400)	\$6,141,028.14	\$5,990,001.75	\$151,026.39	2.52%	\$6,074,690.18	\$66,337.96
Operating Expenses						
Operation and Maintenance Expense (401-402)	4,571,254.77	4,761,280.52	(190,025.75)	(3.99%)	4,594,226.76	(22,971.99)
Depreciation Expense (403)	648,606.78	676,300.50	(27,693.72)	(4.09%)	639,557.28	9,049.50
Taxes (408)	468,117.60	485,286.00	(17,168.40)	(3.54%)	443,611.38	24,506.22
Total Operating Expenses	5,687,979.15	5,922,867.02	(234,887.87)	(3.97%)	5,677,395.42	10,583.73
Net Operating Income (Loss)	453,048.99	67,134.73	385,914.26	574.84%	397,294.76	55,754.23
Utility Operating Income (Loss)	453,048.99	67,134.73	385,914.26	574.84%	397,294.76	55,754.23
OTHER INCOME						
Income from Merchandising, Jobbing and Contract Work (415-416)	0.00	(20,000.04)	20,000.04	(100.00%)	0.00	0.00
Income from Nonutility Operations (417)	0.00	1,500.00	(1,500.00)	(100.00%)	0.00	0.00
Interest and Dividend Income (419)	70,546.21	80,500.02	(9,953.81)	(12.36%)	110,065.59	(39,519.38)
Miscellaneous Nonoperating Income (421)	(23,246.92)	206,150.04	(229,396.96)	(111.28%)	(24,753.51)	1,506.59
Total Other Income	47,299.29	268,150.02	(220,850.73)	(82.36%)	85,312.08	(38,012.79)
Total Income	500,348.28	335,284.75	165,063.53	49.23%	482,606.84	17,741.44
MISCELLANEOUS INCOME DEDUCTIONS						
Other Income Deductions (426)	124,392.13	122,307.30	2,084.83	1.70%	114,879.72	9,512.41
Total Miscellaneous Income Deductions	124,392.13	122,307.30	2,084.83	1.70%	114,879.72	9,512.41
Income Before Interest Charges	375,956.15	212,977.45	162,978.70	76.52%	367,727.12	8,229.03
INTEREST CHARGES						
Other Interest Expense (431)	0.00	950.04	(950.04)	(100.00%)	0.00	0.00
Total Interest Charges	0.00	950.04	(950.04)	(100.00%)	0.00	0.00
Net Income	375,956.15	212,027.41	163,928.74	77.31%	367,727.12	8,229.03
EARNED SURPLUS						
Unappropriated Earned Surplus (Beginning of Year) (216)	46,045,045.28	936,395.00	45,108,650.28	4,817.27%	44,698,371.27	1,346,674.01
Balance Transferred from Income (433)	375,956.15	440,884.98	(64,928.83)	(14.73%)	367,707.02	8,249.13
Miscellaneous Credits to Surplus (434)	0.00	0.00	0.00	0.00%	1,000.00	(1,000.00)
Appropriations of Income to Municipal Funds—Debit (439)	1,965.43	6,000.00	(4,034.57)	(67.24%)	2,614.31	(648.88)
Total Unappropriated Earned Surplus End of Year (216)	\$46,419,036.00	\$1,371,279.98	\$45,047,756.02	3,285.09%	\$45,064,463.98	\$1,354,572.02