



**CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI
COMMON COUNCIL MEETING
TUESDAY, MARCH 19, 2024 AT 6:30 P.M.**
Port Washington City Hall, 100 W. Grand Avenue, Port Washington, WI 53074

AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. CONSENT AGENDA

All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed and considered at this point on the agenda.

- A. Approve Minutes of Previous Meeting**
- B. Accept Monthly Invoice Report**

4. MAYOR'S BUSINESS

A. Mayor's Updates

- 1. Introduction of New City Administrator**
- 2. Common Council Meeting On April 2nd To Be Held On April 3rd**

5. OFFICERS/STAFF REPORT- Monthly Department Reports

6. PUBLIC COMMENTS/APPEARANCES

Your comments are welcome. Please limit comments to three (3) minutes. If you need more time, contact the City Administrator, and ask that your topic be placed on a Common Council Agenda.

7. FROM STANDING COUNCIL COMMITTEES

A. GENERAL GOVERNMENT AND FINANCE COMMITTEE

- 1. Consideration and Possible Action on a National Fish and Wildlife Foundation Grant Agreement for Creating a Resilient and Sustainable Valley Creek Corridor**

- 2. Resolution 2024-1: Resolution Authorizing The Redemption Of The City's Taxable Water System Revenue Bond Anticipation Notes, Series 2021, Dated October 28, 2021**

3. Consideration and Possible Action on a Municipal Advisory Agreement with Wisconsin Public Finance Professionals, LLC for the \$21,500,000 Safe Drinking Water Loan

4. Consideration and Possible Action on Scope of Engagement with Quarles and Brady LLP for the \$21,500,000 Safe Drinking Water Loan for the City of Port Washington, WI

8. FROM CITY BOARDS/COMMISSIONS

A. PLAN COMMISSION

1. Public Hearing to Amend Section 485-170 of the Zoning Code To Allow Recording Studios in the I-1 Existing Industrial District

2. Ordinance 2024-2: Amending and/or Creating Zoning Ordinances to Allow and Regulate Recording Studios as a Conditional Use in the I-1 Existing Industrial District- 2nd Reading

9. UNFINISHED BUSINESS

10. NEW BUSINESS

11. PUBLIC COMMENTS/APPEARANCES

12. ADJOURNMENT

Special Accommodations: *Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk's Office at (262) 284-5585. Every effort will be made to arrange accommodations for all meetings, please provide notice at least one (1) business day prior to a meeting.*

Notice of Possible Quorum: *Notice is hereby given that Common Council members or members of other governmental bodies who are not members of this board, commission or committee may be present at this meeting to gather information about a subject over which they have decision-making authority. In that event this meeting may also constitute a simultaneous meeting of the Council or of such other governmental bodies. Whether a simultaneous meeting is occurring depends on whether the presence of one or more Council members or members of such other governmental bodies results in a quorum of the Council or of such other governmental bodies and, if there is a quorum, whether any agenda items listed above involve matters within the Council's or the other governmental bodies' jurisdiction. If a simultaneous meeting is occurring, no action other than information gathering will be taken at the simultaneous meeting. [State ex rel. Badke vs. Greendale Village Board, 173 Wis. 2d 553 (1993).]*

NOTE: *To help protect public health, persons desiring to monitor this meeting remotely by telephone conference, rather than in person, may call (262) 268-4270, and then dial the Pass/Access Code of 9801 when prompted to do so.*



CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI
COMMON COUNCIL MEETING
TUESDAY, MARCH 5, 2024 AT 6:30 P.M.
Port Washington City Hall, 100 W. Grand Avenue, Port Washington, WI 53074

MINUTES

1. **ROLL CALL-** Mayor Ted Neitzke IV convened the meeting of the Common Council at 6:30 p.m. Members present were Alderpersons Deborah Postl, Paul Neumyer, Mike Gasper, Jonathan Pleitner, Patrick Tearney (present by telephone), and John Sigwart. Members absent and excused were Alderperson Dan Benning. Also present was Interim City Administrator/City Clerk Susan Westerbeke, City Attorney Eric Eberhardt, ADA/HR Director Emily Blakeslee, Public Works Director Rob Vanden Noven, and Director of Planning and Development Bob Harris.
2. **PLEDGE OF ALLEGIANCE TO THE FLAG-** A Boy Scout led the recitation of the Pledge of Allegiance.
3. **CONSENT AGENDA**
Approve Minutes of Previous Meeting- MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion carried unanimously.
4. **MAYOR'S BUSINESS-** The Public Works Director introduced Western Great Lakes Territory Manager Lee Fredricks of the Wisconsin Urban Forestry Council Leadership to present Superintendent of Parks and Forestry Jon Crain with the 2024 Wisconsin Urban Forestry Council Leadership Award. Mayor Neitzke recognized March as Women's History Month.
Appointment of Election Inspectors for 2024-2025 Term- The City Clerk presented the Elections Inspectors for appointment for the 2024-2025 Term. MOTION MADE BY ALD. POSTL, SECONDED BY ALD. PLEITNER TO RECOMMEND THE APPOINTMENT OF ELECTIONS INSPECTORS FOR THE 2024-2025 TERM AS PRESENTED. Motion carried unanimously.
5. **OFFICERS/STAFF REPORT- 2024 Election Update by City Clerk-** The City Clerk provided an update and timeline for upcoming Absentee Voting and In Person Early Voting by Absentee Ballot at City Hall.
6. **PUBLIC COMMENTS/APPEARANCES-** None.
7. **FROM STANDING COUNCIL COMMITTEES**
A. GENERAL GOVERNMENT AND FINANCE COMMITTEE
1. Consideration and Possible Action on a National Fish and Wildlife Foundation Grant Agreement for Creating a Resilient and Sustainable Valley Creek Corridor- This item was postponed until the March 19, 2024 Common Council Meeting.
8. **FROM CITY BOARDS/COMMISSIONS**
A. PLAN COMMISSION
1. Ordinance 2024-2: Amending and/or Creating Zoning Ordinances to Allow and Regulate Recoding Studios as a Conditional Use in the I-1 Existing Industrial District- 1st Reading- Director of Planning and Development Bob Harris was present to review the Ordinance to amend the City of Port Washington Zoning Code to add "Recording Studios" as a conditional use in the I-1 industrial district. This Ordinance change is under review with the Plan Commission. This Ordinance will be considered at the next Common Council meeting.
9. **UNFINISHED BUSINESS-** None.
10. **NEW BUSINESS-** None.
11. **PUBLIC COMMENTS/APPEARANCES-** None.
12. **MOTION TO CONVENE in closed session per Wis. Stat. § 19.85(1)(e), i.e., deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically for purposes of discussing and formulating negotiating strategies including, without limitation, the terms and**

conditions for sale and development of the approximately 39-acre parcel of City-owned vacant land, commonly known as the former Schanen Farm, located along the south side of STH 33 approximately one-quarter mile west of CTH LL (Tax Parcel No. 16-030-15-002.00). The Mayor read the closed session item. MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO CONVENE IN CLOSED SESSION. ROLL CALL VOTE TAKEN. AYE: 6 (POSTL, NEUMYER, GASPER, PLEITNER, TEARNEY, SIGWART.) Motion carried unanimously.

- 13. RECONVENE INTO OPEN SESSION** to take action relating to the closed session items, if any. MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO COME OUT OF CLOSED SESSION AT 7:42 P.M. ROLL CALL VOTE TAKEN. AYE: 6 (POSTL, NEUMYER, GASPER, PLEITNER, TEARNEY, SIGWART.) Motion carried unanimously.

MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO AUTHORIZE AND DIRECT THE CITY ATTORNEY AND CITY STAFF TO CONTACT THE DEVELOPER AND NEGOTIATE TERMS OF SALE OF THE PROPERTY, TAX PARCEL NUMBER 16-030-15-002.00. Motion carried unanimously.

- 14. ADJOURNMENT-** MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO ADJOURN THE MEETING AT 7:44 P.M. Motion carried unanimously.

Respectfully submitted,
Susan L. Westerbeke, City Clerk

Report Criteria:
Detail report type printed

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
AARP	022724	019055130800	AARP DRIVER CLASS	02/27/2024	290.00	255522	02/29/2024
Total 4479:					290.00		
ACC BUSINESS	240160109	015751710340	PHONE LINES	01/27/2024	289.97	255263	02/02/2024
	240160109	040454620340	PHONE LINES	01/27/2024	173.99	255263	02/02/2024
	240160109	232355110340	PHONE LINES	01/27/2024	115.99	255263	02/02/2024
	240160109	019355210340	PHONE LINES	01/27/2024	139.19	255263	02/02/2024
	240160109	017954120340	PHONE LINES	01/27/2024	57.99	255263	02/02/2024
	240160109	222255130340	PHONE LINES	01/27/2024	92.79	255263	02/02/2024
	240160109	060692100000	PHONE LINES	01/27/2024	115.99	255263	02/02/2024
	240160109	017552550340	PHONE LINES	01/27/2024	57.99	255263	02/02/2024
	240160109	017052300340	PHONE LINES	01/27/2024	115.99	255263	02/02/2024
	240179470	016052100340	PHONE LINES	01/27/2024	931.49	255263	02/02/2024
	240470397	015751710340	PHONE LINES	02/27/2024	289.97	255523	02/29/2024
	240470397	040454620340	PHONE LINES	02/27/2024	173.99	255523	02/29/2024
	240470397	232355110340	PHONE LINES	02/27/2024	115.99	255523	02/29/2024
	240470397	019355210340	PHONE LINES	02/27/2024	139.19	255523	02/29/2024
	240470397	017954120340	PHONE LINES	02/27/2024	57.99	255523	02/29/2024
	240470397	019055130340	PHONE LINES	02/27/2024	92.79	255523	02/29/2024
	240470397	060692100000	PHONE LINES	02/27/2024	115.99	255523	02/29/2024
	240470397	017552550340	PHONE LINES	02/27/2024	57.99	255523	02/29/2024
	240470397	017052300340	PHONE LINES	02/27/2024	115.99	255523	02/29/2024
Total 4379:					3,251.27		
ADVANCE AUTO PARTS	2049-472234	016052100550	MISC SUPPLIES	11/18/2023	41.58	255264	02/02/2024
	2049-474439	019355410550	MISC SUPPLIES	01/18/2024	13.12	255340	02/09/2024
	2049-474703	017552550550	HEADLIGHT	01/25/2024	19.94	255264	02/02/2024
	2049-474978	017552550360	WIPER BLADES	02/02/2024	26.78	255340	02/09/2024
	2049-475154	017954110370	SUPPLIES	02/08/2024	184.13	255464	02/23/2024
	2049-475486	017954110370	MISC SUPPLIES	02/19/2024	34.80	255464	02/23/2024
	4708125 47166	017954110370	REFUND	02/22/2024	52.12-	255464	02/23/2024
Total 1092:					268.23		
AGRECOL LLC	0050642-IN	019355410630	SEEDS	01/19/2024	493.00	255341	02/09/2024
Total 1103:					493.00		
AIR ONE EQUIPMENT INC	202902	017052300580	NOZZLES AND HOSES	02/09/2024	160.00	255416	02/16/2024
Total 1105:					160.00		
AIRGAS USA LLC	5505171608	017552550370	OXYGEN	01/31/2024	170.19	255417	02/16/2024
	5505211952	017954110370	AIRGAS	01/31/2024	496.11	255465	02/23/2024
	9146468286	017552550370	OXYGEN	01/31/2024	111.85	255524	02/29/2024
Total 1107:					778.15		
AKRIGHT, DANIEL	020624	019355321560	BASKETBALL LEAGUE OFFICIA	02/06/2024	105.00	255342	02/09/2024
Total 3963:					105.00		

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
ALEXANDER EQUIPMENT COM	204186	424258500511	TRACK LIFT	01/17/2024	174,900.00	255343	02/09/2024
	204854	019355410360	FILTERS	02/21/2024	591.15	255525	02/29/2024
Total 5005:					175,491.15		
AMERICAN LEGION LANDT THI	021424	019055130855	HALL RENTAL FOR SENIOR CE	02/14/2024	550.00	255418	02/16/2024
Total 4227:					550.00		
AMERICAN PUBLIC WORKS AS	000636827	015754210440	MEMBERSHIP DUES	02/28/2024	824.00	255526	02/29/2024
Total 1144:					824.00		
ANDRES MEDICAL BILLING LTD	112023PWWI	017552550380	AMBULANCE BILLING COMMIS	10/31/2023	4,240.05	255466	02/23/2024
Total 4150:					4,240.05		
ANDREW & JENNIFER GOLEMB	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	44.11	255295	02/05/2024
Total 4992:					44.11		
ANDREW FISCHER & AMANDA	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	323.50	255296	02/05/2024
Total 4983:					323.50		
ANTOINE HOEFT & EBERHARD	301071	015551610380	ATTORNEY FEES	01/19/2024	12,500.00	255344	02/09/2024
	301075	015551610380	ATTORNEY FEES	12/31/2023	5,198.00	255170	Multiple
	301075	015551610380	ATTORNEY FEES	12/31/2023	5,198.00-		
	301075 DEC	015551610380	ATTORNEY FEES	01/19/2024	1,805.50	255344	02/09/2024
Total 1187:					14,305.50		
ARENDDT, DAVID	013024	060693000000	REIMBURSEMENT	01/30/2024	385.96	255345	02/09/2024
	013024	060693000000	REIMBURSEMENT	01/30/2024	118.00	255345	02/09/2024
	013124	060666500000	REIMBURSEMENT	01/31/2024	110.04	255345	02/09/2024
	021524	060693000000	REIMBURSEMENT	02/15/2024	30.60	255467	02/23/2024
Total 4889:					644.60		
ASCENSION WI EMP SOLUTION	415839	017052300390	PRE-EMPLOYMENT PHYSICAL	01/31/2024	831.00	255346	02/09/2024
Total 1210:					831.00		
ASSOCIATED APPRAISAL CON	172666	015351520380	PROFESSIONAL SERVICES	02/01/2024	5,691.15	255265	02/02/2024
Total 1217:					5,691.15		
ASSOCIATED BANK	P3W5C2 JAN 2	015051330380	FEE FUNDING	02/05/2024	255.00	255347	Multiple
	P3W5C2 JAN 2	015051330380	FEE FUNDING	02/05/2024	255.00-		
Total 4120:					.00		
AT&T	262268801601	040454620340	ALARM	01/22/2024	117.44	255266	02/02/2024
	262284161501	040454610340	REMOTE SITE	01/22/2024	71.04	255266	02/02/2024
Total 1221:					188.48		

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
AT&T MOBILITY	287327243939	060666200000	AMI ROUTER	01/12/2024	71.00	255267	02/02/2024
Total 1225:					71.00		
AURORA HEALTH CARE	1705339	016052100440	OWI BLOOD DRAWS	02/12/2024	25.00	255468	02/23/2024
Total 1237:					25.00		
AURORA QUICK CARE LLC	238-CI0000521	015051330380	MONTHLY SERVICES	02/14/2024	1,421.36	255419	02/16/2024
Total 4757:					1,421.36		
AVA MESA	020724	019055130800	INSTRUCTOR PAY	02/07/2024	144.00	255348	02/09/2024
Total 4865:					144.00		
BAKER & TAYLOR BOOKS	2037587010	232355110510	BOOK	12/03/2023	876.20	255420	02/16/2024
	2037592139	232355110510	BOOK	12/30/2023	376.92	255420	02/16/2024
	2037896715	232355110510	BOOK	12/22/2023	97.57	255420	02/16/2024
	2037932651	232355110510	BOOK	12/08/2023	607.03	255420	02/16/2024
	2038030930	232355110510	BOOK	01/11/2024	2,582.50	255420	02/16/2024
	H65482490	232355110510	BOOK	12/30/2023	89.92	255420	02/16/2024
	H67574000	232355110510	BOOK	01/05/2024	692.63	255420	02/16/2024
	H67638660	232355110510	DVD	01/11/2024	94.98	255420	02/16/2024
	T24184610	232355110510	DVD	12/12/2023	44.98	255420	02/16/2024
Total 1267:					5,462.73		
BARNETT, JESSICA	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	50.09	255297	02/05/2024
Total 4036:					50.09		
BASSETT MECHANICAL	6511267C	015751710380	MAINTENANCE	02/01/2024	9,378.00	255421	02/16/2024
Total 1276:					9,378.00		
BEAR GRAPHICS INC	0932989	015051320370	CAT TAGS	01/29/2024	111.15	255349	02/09/2024
	0933857	015251412370	PADS	02/14/2024	651.63	255469	02/23/2024
Total 1285:					762.78		
BECKI HILL	020724	016052100410	REIMBURSEMENT	02/07/2024	56.55	255422	02/16/2024
Total 1290:					56.55		
BENJAMIN & ANGELA STEFFEN	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	45.32	255298	02/05/2024
Total 4980:					45.32		
BERNARD & ELIZABETH BANN	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	64.79	255299	02/05/2024
Total 4989:					64.79		
BID DISTRICT	020524	010124500000	TAX SETTLEMENT	02/05/2024	75,995.04	255350	02/09/2024
Total 1310:					75,995.04		

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
BOEHLKE BOTTLED GAS CORP	392484	016052100355	PROPANE	01/08/2024	674.83	255423	02/16/2024
	395004	016052100355	PROPANE	01/19/2024	693.75	255423	02/16/2024
	399580	016052100355	PROPANE	01/30/2024	666.08	255423	02/16/2024
Total 1333:					2,034.66		
BPI COLOR	0622884	015754210370	INK	02/13/2024	1,084.00	255470	02/23/2024
Total 4483:					1,084.00		
BRADLEY SON & ELIZABETH F	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	241.37	255300	02/05/2024
Total 4979:					241.37		
BRAKE & EQUIPMENT CO INC	756495	017954110370	SHOES	02/06/2024	148.36	255471	02/23/2024
	756504	017954110370	SHOES	02/06/2024	148.36	255471	02/23/2024
Total 1348:					296.72		
BRETT & KATHERINE KUCHAR	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	3,170.12	255301	02/05/2024
Total 1355:					3,170.12		
BROOKS TRACTOR INC	16295900	424258500503	BRUSH CHIPPER	01/18/2024	75,000.00	255351	02/09/2024
Total 1375:					75,000.00		
BS&A SOFTWARE	152364	404054800004	SOFTWARE IMPLEMENTATION	02/12/2024	51,575.00	255462	02/19/2024
Total 5012:					51,575.00		
BUGNI, DAVID & SHELLEY	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	50.06	255302	02/05/2024
Total 4034:					50.06		
CARDMEMBER SERVICE	5472110114002	016052100340	MISC. ITEMS	02/01/2024	98.20	255352	02/09/2024
Total 1406:					98.20		
CARDMMBER SERVICE - IMPO	1/20/2024	015051330390	SPOONFUL OF COMFORT LL 87	02/10/2024	94.98	20240131	02/07/2024
	1/20/2024	015051330390	SPOONFUL OF COMFORT LL 87	02/10/2024	94.98	20240131	02/07/2024
	1/20/2024	015051330390	SPOONFUL OF COMFORT LL 87	02/10/2024	94.98	20240131	02/07/2024
	1/20/2024	015051330440	LOCAL GOVERNMENT EDUCA 8	02/10/2024	25.00	20240131	02/07/2024
	1/20/2024	015051330440	HR CERTIFICATION INSTI 866-8	02/10/2024	219.00	20240131	02/07/2024
	1/20/2024	015051330440	INTERNATIONAL PUBLIC M 800-	02/10/2024	175.00	20240131	02/07/2024
	1/20/2024	015051330390	SPOONFUL OF COMFORT LL 87	02/10/2024	94.98	20240131	02/07/2024
	1/20/2024	015051330390	SPOONFUL OF COMFORT LL 87	02/10/2024	103.48	20240131	02/07/2024
	1/20/2024	015051330390	ETSY INC. 718-8557955	02/10/2024	13.96	20240131	02/07/2024
	1/20/2024	015051330440	PELRA* IL WWW.NPELR	02/10/2024	210.00	20240131	02/07/2024
	1/20/2024	015051330750	PELRA* IL WWW.NPELR	02/10/2024	849.00	20240131	02/07/2024
	1/20/2024	015051330390	WM SUPERCENTER #1650 SA	02/10/2024	15.80	20240131	02/07/2024
	1/20/2024	015051330390	WALGREENS #2110 SAUKVI	02/10/2024	17.08	20240131	02/07/2024
	1/20/2024	015051320390	PIGGLY WIGGLY #86 PORT	02/10/2024	20.79	20240131	02/07/2024
	1/20/2024	015051320390	PIGGLY WIGGLY #86 PORT	02/10/2024	28.65	20240131	02/07/2024
	1/20/2024	015051330800	DRI*Gallup orderfind.com	02/10/2024	239.96	20240131	02/07/2024
	1/20/2024	015051320390	COUSINS SUBS #1158 PORT	02/10/2024	115.15	20240131	02/07/2024
	1/20/2024	040454620360	Amazon.com*BF0CB32T3 Amzn	02/10/2024	179.92	20240131	02/07/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	1/20/2024	040454620700	ADOBE *ACROPRO SUBS 408	02/10/2024	21.09	20240131	02/07/2024
	1/20/2024	040454620360	AMZN Mktp US*3M5L99QO3 Am	02/10/2024	112.50	20240131	02/07/2024
	1/20/2024	040454610370	ZORO TOOLS INC 855-2899	02/10/2024	148.95	20240131	02/07/2024
	1/20/2024	040454620360	AMZN Mktp US*RT5IM13N1 Amz	02/10/2024	37.99	20240131	02/07/2024
	1/20/2024	040454620360	Amazon.com*R837Z7PW0 Amz	02/10/2024	49.00	20240131	02/07/2024
	1/20/2024	040454620360	UNITED STATES PLASTIC 419-	02/10/2024	242.53	20240131	02/07/2024
	1/20/2024	232355110510	MILW PUBLIC MUSEUM 414-2	02/10/2024	150.00	20240131	02/07/2024
	1/20/2024	232355110390	CANVA* I03987-1341239 HTTPS	02/10/2024	19.94	20240131	02/07/2024
	1/20/2024	232355110510	AMZN Mktp US*TK7W07QJ0 Am	02/10/2024	15.84	20240131	02/07/2024
	1/20/2024	232355110510	AMAZON.COM*TK3WN5HE2 S	02/10/2024	32.97	20240131	02/07/2024
	1/20/2024	232355110510	AMAZON.COM*TK4Q42562 SE	02/10/2024	8.19	20240131	02/07/2024
	1/20/2024	232355110510	AMAZON.COM*TK5YH0QT1 SE	02/10/2024	34.98	20240131	02/07/2024
	1/20/2024	232355110360	COSTCO WHSE #0628 GRAF	02/10/2024	504.04	20240131	02/07/2024
	1/20/2024	232355110510	Etsy.com - KaileyBelle 844-65938	02/10/2024	92.29	20240131	02/07/2024
	1/20/2024	232355110510	MISCHIEF & MAGIC WWW.M	02/10/2024	218.75	20240131	02/07/2024
	1/20/2024	232355110510	COLLABORATIVE SUMMER L 64	02/10/2024	216.35	20240131	02/07/2024
	1/20/2024	232355110510	AMAZON.COM*TK97U6DE1 SE	02/10/2024	276.65	20240131	02/07/2024
	1/20/2024	232355110510	ZOOLOGICAL SOCIETY OF 414	02/10/2024	300.00	20240131	02/07/2024
	1/20/2024	232355110510	AMZN Mktp US*RT1TJ2YC0 Amz	02/10/2024	41.25	20240131	02/07/2024
	1/20/2024	232355110390	AMZN Mktp US*RT7XM6W30 Am	02/10/2024	13.95	20240131	02/07/2024
	1/20/2024	232355110390	AMZN Mktp US*R87K32F50 Amz	02/10/2024	39.57	20240131	02/07/2024
	1/20/2024	232355110390	AMZN MKTP US*RT5HZ2VL1 SE	02/10/2024	89.71	20240131	02/07/2024
	1/20/2024	232355110510	Amazon.com*R866A71U0 Amzn	02/10/2024	340.51	20240131	02/07/2024
	1/20/2024	232355110370	AMZN Mktp US*R86DC0HM0 Am	02/10/2024	121.67	20240131	02/07/2024
	1/20/2024	232355110370	MOBILE BEACON 401-934-	02/10/2024	240.00	20240131	02/07/2024
	1/20/2024	232355110390	AMZN Mktp US*R80583UM0 Amz	02/10/2024	69.00	20240131	02/07/2024
	1/20/2024	050554545390	PIGGLY WIGGLY #86 PORT	02/10/2024	59.98	20240131	02/07/2024
	1/20/2024	050554545390	PIGGLY WIGGLY #86 PORT	02/10/2024	67.74	20240131	02/07/2024
	1/20/2024	019355410370	COSTCO WHSE #0628 GRAF	02/10/2024	316.47	20240131	02/07/2024
	1/20/2024	019355410370	AMZN Mktp US*TK1108UH0 Amz	02/10/2024	30.89	20240131	02/07/2024
	1/20/2024	019355410370	AMZN Mktp US*TK8A17EL2 Amz	02/10/2024	36.95	20240131	02/07/2024
	1/20/2024	019355410370	THE HOME DEPOT #4919 GRA	02/10/2024	598.00	20240131	02/07/2024
	1/20/2024	019355410370	HOMEDEPOT.COM 800-43	02/10/2024	162.90	20240131	02/07/2024
	1/20/2024	019355410370	AMZN Mktp US*TK0X10RR0 Amz	02/10/2024	12.99	20240131	02/07/2024
	1/20/2024	019355410360	AMZN Mktp US*TK2R59R40 Amz	02/10/2024	24.49	20240131	02/07/2024
	1/20/2024	017954110370	THERO* REALTRUCK WWW.	02/10/2024	669.89	20240131	02/07/2024
	1/20/2024	019355410370	HOMEDEPOT.COM 800-43	02/10/2024	554.00	20240131	02/07/2024
	1/20/2024	019355410370	THE HOME DEPOT 4925 WES	02/10/2024	208.28	20240131	02/07/2024
	1/20/2024	019355410630	MENARDS WEST BEND WI WE	02/10/2024	310.26	20240131	02/07/2024
	1/20/2024	019355410370	THE HOME DEPOT #4919 GRA	02/10/2024	174.20	20240131	02/07/2024
	1/20/2024	016052100440	IACP 703-647-7279 V	02/10/2024	190.00	20240131	02/07/2024
	1/20/2024	016052100370	SIRCHIE ACQUISITION CO 919-	02/10/2024	61.21	20240131	02/07/2024
	1/20/2024	016052100370	BATTERY JUNCTION 860-58	02/10/2024	104.66	20240131	02/07/2024
	1/20/2024	016052100420	GALLS 859-266-7227	02/10/2024	48.39	20240131	02/07/2024
	1/20/2024	016052100370	SP CONSIDERTHELILIES 262-9	02/10/2024	79.11	20240131	02/07/2024
	1/20/2024	016052100700	AMAZON.COM*1C03M3N53 SE	02/10/2024	390.80	20240131	02/07/2024
	1/20/2024	016052100700	Amazon.com*TK71D9O61 Amzn	02/10/2024	379.90	20240131	02/07/2024
	1/20/2024	016052100370	PICK N SAVE #886 GRAFTO	02/10/2024	91.15	20240131	02/07/2024
	1/20/2024	016052100370	AMAZON.COM*RT9ER49U2 SE	02/10/2024	92.66	20240131	02/07/2024
	1/20/2024	016052100420	AMAZON.COM*RT9ER49U2 SE	02/10/2024	99.32	20240131	02/07/2024
	1/20/2024	016052100370	DOJ EPAY RECORDS CHECK 60	02/10/2024	49.00	20240131	02/07/2024
	1/20/2024	016052100560	PB LEASING 844-256-644	02/10/2024	194.04	20240131	02/07/2024
	1/20/2024	016052100340	Spectrum 855-707-7328	02/10/2024	102.06	20240131	02/07/2024
	1/20/2024	015451540370	ADOBE *ACROPRO SUBS 408	02/10/2024	21.09	20240131	02/07/2024
	1/20/2024	015051320390	USPS PO 5667000074 PORT	02/10/2024	454.00	20240131	02/07/2024
	1/20/2024	060664200000	USPS PO 5667000074 PORT	02/10/2024	4.85	20240131	02/07/2024
	1/20/2024	060664300000	AMZN Mktp US*TK4206PX2 Amz	02/10/2024	21.75	20240131	02/07/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	1/20/2024	060664200000	DREWS TRUE VALUE PORT	02/10/2024	21.14	20240131	02/07/2024
	1/20/2024	060692600500	MORAIN PARK TECHNICAL 80	02/10/2024	487.05	20240131	02/07/2024
	1/20/2024	060692600500	MORAIN PARK TECHNICAL 80	02/10/2024	13.88	20240131	02/07/2024
	1/20/2024	060693000000	PLAQUEMAKER 186-688-	02/10/2024	94.86	20240131	02/07/2024
	1/20/2024	060692100000	AMZN MKTP US*TK7379SG1 SE	02/10/2024	37.93	20240131	02/07/2024
	1/20/2024	060692100000	AMZN Mktp US*TK1722I2 Amzn.	02/10/2024	18.99	20240131	02/07/2024
	1/20/2024	060666200000	WEATHERTECH 800-4416	02/10/2024	300.57	20240131	02/07/2024
	1/20/2024	060666300000	THE HOME DEPOT 4919 GRA	02/10/2024	338.00	20240131	02/07/2024
	1/20/2024	060693000000	Wisconsin Wastewater O 414-908	02/10/2024	267.00	20240131	02/07/2024
	1/20/2024	060664300000	AMZN Mktp US*RT67Q2XW2 Am	02/10/2024	28.73	20240131	02/07/2024
	1/20/2024	060693000000	COSTCO WHSE #0628 GRAF	02/10/2024	78.95	20240131	02/07/2024
	1/20/2024	060693000000	PLIER FULL CIRCLE INC PORT	02/10/2024	1,300.18	20240131	02/07/2024
	1/20/2024	060666200000	FARM & FLEET GRAFTON GRA	02/10/2024	144.99	20240131	02/07/2024
	1/20/2024	060692100000	BEST BUY 00006544 FOX PO	02/10/2024	275.32	20240131	02/07/2024
	1/20/2024	016052100510	APPLE.COM/BILL 866-712-7	02/10/2024	2.99	20240131	02/07/2024
	1/20/2024	016052100440	FBI LEEDA INC 877-772771	02/10/2024	50.00	20240131	02/07/2024
	1/20/2024	016052100510	APPLE.COM/BILL 866-712-7	02/10/2024	48.52	20240131	02/07/2024
	1/20/2024	016052100510	APPLE.COM/BILL 866-712-7	02/10/2024	11.59	20240131	02/07/2024
	1/20/2024	017954410370	AMZN Mktp US*VT9CM76H3 Am	02/10/2024	78.07	20240131	02/07/2024
	1/20/2024	017954410370	AMZN Mktp US*226254Y93 Amz	02/10/2024	58.51	20240131	02/07/2024
	1/20/2024	017954450370	ZORO TOOLS INC 855-2899	02/10/2024	287.22	20240131	02/07/2024
	1/20/2024	017954110370	Amazon.com*FL3M882G3 Amzn	02/10/2024	649.99	20240131	02/07/2024
	1/20/2024	017954410370	AMZN Mktp US*8I49V35Q3 Amzn	02/10/2024	22.99	20240131	02/07/2024
	1/20/2024	017954120370	AMZN Mktp US*FU1831RF3 Amz	02/10/2024	102.63	20240131	02/07/2024
	1/20/2024	017954410370	AMZN Mktp US*8A77K42D3 Amz	02/10/2024	62.96	20240131	02/07/2024
	1/20/2024	017954110370	GRAINGER 877-202259	02/10/2024	43.74	20240131	02/07/2024
	1/20/2024	017954120370	WAL-MART #1650 SAUKVIL	02/10/2024	46.88	20240131	02/07/2024
	1/20/2024	017954450370	ZORO TOOLS INC 855-2899	02/10/2024	22.29	20240131	02/07/2024
	1/20/2024	424258500512	LIEBOVICH BROS - IL 815-987-	02/10/2024	2,408.75	20240131	02/07/2024
	1/20/2024	017954110370	GRAINGER 877-202259	02/10/2024	69.06	20240131	02/07/2024
	1/20/2024	017954110370	ZORO TOOLS INC 855-2899	02/10/2024	281.99	20240131	02/07/2024
	1/20/2024	017954310370	DOMINO'S 2028 414-443-6	02/10/2024	168.69	20240131	02/07/2024
	1/20/2024	017954110370	ZORO TOOLS INC 855-2899	02/10/2024	283.98	20240131	02/07/2024
	1/20/2024	017954110370	AMZN Mktp US*RT9L19SX2 Amz	02/10/2024	52.00	20240131	02/07/2024
	1/20/2024	019055130850	FIRESIDE - BOX OFFICE FORT	02/10/2024	3,892.40	20240131	02/07/2024
	1/20/2024	019055130855	SP MARDIGRASSPOT HTTP	02/10/2024	60.34	20240131	02/07/2024
	1/20/2024	019055130855	SP NEW ORLEANS TEA A HTT	02/10/2024	45.66	20240131	02/07/2024
	1/20/2024	019055130855	KURT SCHULZ DELICATESS BR	02/10/2024	53.20	20240131	02/07/2024
	1/20/2024	019055130370	PIGGLY WIGGLY #088 SAUKV	02/10/2024	43.39	20240131	02/07/2024
	1/20/2024	393958400600	SAV-A-JAKE INTERNATION 727-	02/10/2024	124.94	20240131	02/07/2024
	1/20/2024	017552550410	GDP*APHE 480-463838	02/10/2024	129.65	20240131	02/07/2024
	1/20/2024	017052300410	IN *APHE WISCONSIN LLC 262-	02/10/2024	27.00	20240131	02/07/2024
	1/20/2024	017552550410	IN *APHE WISCONSIN LLC 262-	02/10/2024	53.00	20240131	02/07/2024
	1/20/2024	050554545370	WAL-MART #1650 SAUKVIL	02/10/2024	30.38	20240131	02/07/2024
	1/20/2024	019355258370	WM SUPERCENTER #1650 SA	02/10/2024	16.10	20240131	02/07/2024
	1/20/2024	019355210560	JOINHOMEBASE.COM HTTP	02/10/2024	576.00	20240131	02/07/2024
	1/20/2024	019355255370	Concord Theatricals Co New York	02/10/2024	50.00	20240131	02/07/2024
	1/20/2024	019355210560	TWILIO SENDGRID WWW.T	02/10/2024	19.95	20240131	02/07/2024
	1/20/2024	019355210560	Spotify USA 877-7781161	02/10/2024	11.59	20240131	02/07/2024
	1/20/2024	019355322370	AMZN Mktp US*R80IJ7FB1 Amzn	02/10/2024	70.50	20240131	02/07/2024
	1/20/2024	015754210370	ADOBE *ID CREATIVE CL 408-5	02/10/2024	240.45	20240131	02/07/2024
	1/20/2024	015754210370	ADOBE *ACROPRO SUBS 408	02/10/2024	31.64	20240131	02/07/2024
	1/20/2024	015754210370	Amazon.com*R819084C1 Amzn.	02/10/2024	28.97	20240131	02/07/2024
	1/20/2024	015754210370	AMZN Mktp US*R85506IP0 Amzn	02/10/2024	34.24	20240131	02/07/2024
	1/20/2024	015754210370	ADOBE *ACROPRO SUBS 408	02/10/2024	31.64	20240131	02/07/2024
	1/20/2024	015754210370	DOA E PAY DOC SALES 800-3	02/10/2024	832.10	20240131	02/07/2024
	1/20/2024	015754210370	BTS*QUILL 609-245-067	02/10/2024	58.57	20240131	02/07/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	1/20/2024	015051320370	WALMART.COM 800-966-	02/10/2024	90.32	20240131	02/07/2024
	1/20/2024	015051320370	WALMART.COM 800-966-	02/10/2024	17.47	20240131	02/07/2024
	1/20/2024	015754210370	AMAZON.COM*8B22W3VD3 SE	02/10/2024	61.00	20240131	02/07/2024
	1/20/2024	015754210370	ADOBE *ACROPRO SUBS 408	02/10/2024	21.09	20240131	02/07/2024
	1/20/2024	015754210370	ADOBE *ACROPRO SUBS 408	02/10/2024	23.99	20240131	02/07/2024
	1/20/2024	015051320370	AMAZON.COM*TK7AV8TM2 SE	02/10/2024	6.37	20240131	02/07/2024
	1/20/2024	015051320440	WISCMUNCLERKS 920-56	02/10/2024	65.00	20240131	02/07/2024
	1/20/2024	015754210370	AMAZON.COM*R84MF5M60 SE	02/10/2024	34.08	20240131	02/07/2024
	1/20/2024	015754210370	AMZN Mktp US*R867R17Z0 Amz	02/10/2024	58.92	20240131	02/07/2024
	1/20/2024	015051320440	WISCMUNCLERKS 920-56	02/10/2024	65.00	20240131	02/07/2024
	1/20/2024	015051320440	WISCMUNCLERKS 920-56	02/10/2024	65.00	20240131	02/07/2024
	1/20/2024	015051320370	AMZN Mktp US*R81C19FR2 Amz	02/10/2024	25.76	20240131	02/07/2024
Total 4720:					26,797.61		
CARRICO AQUATIC RESOURCE	20241671	019355230380	CO2 BULK FILL	02/01/2024	187.50	255424	02/16/2024
Total 1415:					187.50		
CASPERS TRUCK EQUIPMENT	0055057-SO	424258500512	TRUCK	02/16/2024	3,899.25	255472	02/23/2024
Total 1423:					3,899.25		
CATHERINE & MATTHEW Fihn	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	251.67	255303	02/05/2024
Total 4988:					251.67		
CAVELIER WINE BAR LLC	021224	013043110000	OVERPAYMENT	02/12/2024	350.05	255425	02/16/2024
Total 5008:					350.05		
CHARTER COMMUNICATIONS	0426884010201	040454620340	INTERNET	02/01/2024	46.43	255426	02/16/2024
	0426884010201	017954120340	INTERNET	02/01/2024	271.46	255426	02/16/2024
	0426884010201	019055130340	INTERNET	02/01/2024	407.92	255426	02/16/2024
	0426884010201	017052300340	INTERNET	02/01/2024	339.94	255426	02/16/2024
	0426884010201	232355110340	INTERNET	02/01/2024	439.92	255426	02/16/2024
	0426884010201	016052100340	INTERNET	02/01/2024	519.94	255426	02/16/2024
	0426884010201	015751710340	INTERNET	02/01/2024	399.93	255426	02/16/2024
	0426884010201	050554545340	INTERNET	02/01/2024	189.97	255426	02/16/2024
	0426884010201	060692100000	INTERNET	02/01/2024	399.93	255426	02/16/2024
	0426884010201	019355210340	INTERNET	02/01/2024	239.96	255426	02/16/2024
Total 4334:					3,255.40		
CHEMTRADE CHEMICALS LLC	90074948	060664100000	CHEMICAL	01/30/2024	8,438.80	255353	02/09/2024
Total 1460:					8,438.80		
CHRISTINE & SETH MONTGOM	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	60.16	255304	02/05/2024
Total 4999:					60.16		
CHRONIS, KAT	020624	232344611000	REFUND	02/06/2024	120.00	255354	02/09/2024
Total 5006:					120.00		
CHUDNOW DRUCK VALUATION	23-5944	015051320390	APPRAISAL	12/12/2023	1,400.00	255355	02/09/2024

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Total 5003:					1,400.00		
CINTAS FIRST AID & SAFETY	5194095288	017954310370	CINTAS	01/23/2024	200.76	255356	02/09/2024
	5195832046	060664300000	MEDICAL SUPPLIES	02/02/2024	83.58	255527	02/29/2024
	5197921519	017954310370	CINTAS	02/15/2024	231.02	255473	02/23/2024
	5197921530	019355410370	SUPPLIES	02/15/2024	52.35	255473	02/23/2024
Total 1481:					567.71		
CIVIC SYSTEMS LLC	CVC24594	060692100000	LICENSE FEE	01/19/2024	2,800.00	255528	02/29/2024
Total 1493:					2,800.00		
CKC GRAPHICS & SIGNS	6937	017552550550	REFLECTIVE STRIPES	02/21/2024	650.00	255529	02/29/2024
Total 1495:					650.00		
CLOVER SAFE STRIDE DISTRIB	33832	017052300360	SUPPLIES	01/23/2024	196.78	255268	02/02/2024
Total 1504:					196.78		
CORE & MAIN	U128935	060695000395	PRE PURCHASE HYDRANTS F	01/09/2024	57,000.00	255530	02/29/2024
	U183092	060666300000	METERS	01/22/2024	490.87	255427	02/16/2024
	U190665	060666300000	METERS	01/11/2024	1,575.00	255269	02/02/2024
	U224950	060134600000	METERS	01/15/2024	33,600.00	255269	02/02/2024
	U264980	060667300000	REPAIR PARTS	01/24/2024	792.00	255427	02/16/2024
	U273542	060134600000	RADIOS	01/25/2024	11,776.87	255427	02/16/2024
	U301215	060667300000	WATER MAIN REPAIR PARTS	01/31/2024	1,708.00	255474	02/23/2024
	U365287	060134600000	RADIOS	02/12/2024	62,370.00	255530	02/29/2024
Total 1533:					169,312.74		
CORELOGIC REFUND DEPART	PARCEL 16077	010112111000	REFUND DEAN DAILEY PARCEL	02/05/2024	11,267.20	255305	02/05/2024
Total 4993:					11,267.20		
CRAIG VANDERWERFF	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	60.84	255306	02/05/2024
Total 4984:					60.84		
CREATIVE PRODUCT SOURCE I	CP1101408	232355110730	SUMMER READING PROGRAM	11/14/2023	352.41	255357	02/09/2024
Total 4186:					352.41		
CRITERION TRAINING SOLUTIO	013	016052100410	TRAINING	02/19/2024	295.00	255475	02/23/2024
Total 5013:					295.00		
CUMMINS SALES AND SERVICE	F6-68476	017052300620	SERVICE	01/23/2024	1,331.45	255358	02/09/2024
	F6-68551	017052300620	SERVICE	01/23/2024	672.30	255358	02/09/2024
Total 1551:					2,003.75		
DANIEL & JULIE SIMNIOK	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	53.71	255307	02/05/2024

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Total 4033:					53.71		
DANIEL FISHER	013024	060693000000	REIMBURSEMENT	01/30/2024	384.36	255428	02/16/2024
	013024	060693000000	REIMBURSEMENT	01/30/2024	118.00	255428	02/16/2024
Total 4826:					502.36		
DEMAND & PRECISION PARTS	55943	019355410370	PICKLEBALL	02/26/2024	64.00	255531	02/29/2024
Total 4563:					64.00		
DIGGERS HOTLINE INC	240 1 70901	060666200000	TICKETS	01/31/2024	33.61	255359	02/09/2024
	240 1 70901	040454610370	TICKETS	01/31/2024	33.61	255359	02/09/2024
	240 1 70901	017954450370	TICKETS	01/31/2024	33.61	255359	02/09/2024
	240 1 70901	019355410610	TICKETS	01/31/2024	33.63	255359	02/09/2024
Total 1660:					134.46		
DIGICORP INC	17527	016052100440	COMPUTER IT CONTRACT	01/12/2024	1,332.00	255476	02/23/2024
	17527 CREDIT	015051320700	CREDIT MEMO	01/12/2024	1,332.00	255532	02/29/2024
	349121	015051320700	DATA LABOR	12/29/2023	366.00	255532	02/29/2024
	349414	015051320700	DATA LABOR	01/30/2024	96.00	255476	02/23/2024
	349415	015051320700	DATA LABOR	01/30/2024	1,270.50	255270	02/02/2024
	349464	015061320700	MONITOR	01/31/2024	328.00	255360	02/09/2024
	349520	015051320700	DATA LABOR	01/31/2024	64.00	255360	02/09/2024
	349521	015061320700	DATA LABOR	01/31/2024	1,433.00	255360	02/09/2024
	349686	015051320700	DATA LABOR	02/15/2024	2,456.03	255532	02/29/2024
	349766	015051320700	DATA LABOR	02/19/2024	232.50	255476	02/23/2024
	349767	015051320700	DATA LABOR	02/19/2024	1,006.00	255476	02/23/2024
	349768	015051320700	DATA LABOR	02/19/2024	564.00	255476	02/23/2024
	349820	015051320700	DATA LABOR	02/26/2024	96.00	255532	02/29/2024
	349828	015051320380	AV SYSTEMS	02/27/2024	919.00	255532	02/29/2024
Total 1661:					11,495.03		
DIVERSIFIED BENEFIT SERVIC	394949	015051330380	HRA	11/03/2023	468.90	255361	02/09/2024
	397660	015051330380	HRA	12/06/2023	484.02	255361	02/09/2024
Total 1667:					952.92		
DREWS TRUE VALUE	085564	060667300000	MISC SUPPLIES	02/16/2024	270.86	255533	02/29/2024
	283518	015754210370	MISC SUPPLIES	12/04/2023	11.29	255362	02/09/2024
	284095	019355410550	MISC SUPPLIES	01/27/2024	12.33	255362	02/09/2024
	284118	040454620360	MISC SUPPLIES	12/28/2023	15.94	255271	02/02/2024
	284163	017954110370	MISC SUPPLIES	12/29/2023	8.99	255477	02/23/2024
	284282	016052100550	OIL	01/03/2024	21.49	255271	02/02/2024
	284831	017954410370	MISC SUPPLIES	01/22/2024	175.90	255362	02/09/2024
	284843	017954410370	MISC SUPPLIES	01/23/2024	19.33	255362	02/09/2024
	284900	019355410370	MISC SUPPLIES	01/24/2024	12.09	255362	02/09/2024
	284922	017954410370	MISC SUPPLIES	01/24/2024	28.43	255362	02/09/2024
	284934	060664300000	MISC SUPPLIES	01/25/2024	19.98	255271	02/02/2024
	284940	060664300000	MISC SUPPLIES	01/25/2024	19.53	255271	02/02/2024
	284946	060663300000	MISC SUPPLIES	01/25/2024	9.40	255271	02/02/2024
	285013	040454620360	MISC SUPPLIES	01/29/2024	85.59	255271	02/02/2024
	285032	019355410370	MISC SUPPLIES	01/29/2024	66.28	255362	02/09/2024
	285045	060666200000	MISC SUPPLIES	01/30/2024	35.99	255429	02/16/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	285046	060666200000	MISC SUPPLIES	01/30/2024	94.49	255429	02/16/2024
	285093	019355410370	MISC SUPPLIES	01/31/2024	24.37	255362	02/09/2024
	285112	050554545370	MISC SUPPLIES	02/01/2024	14.16	255429	02/16/2024
	285129	040454620360	MISC SUPPLIES	02/01/2024	11.77	255362	02/09/2024
	285131	060664300000	MISC SUPPLIES	02/01/2024	7.09	255429	02/16/2024
	285137	019355410370	MISC SUPPLIES	02/02/2024	25.79	255362	02/09/2024
	285200	017954410370	MISC SUPPLIES	02/05/2024	9.87	255362	02/09/2024
	285215	019355410370	MISC SUPPLIES	02/05/2024	24.80	255362	02/09/2024
	285220	019355410370	MISC SUPPLIES	02/05/2024	93.53	255362	02/09/2024
	285238	040454620360	MISC SUPPLIES	02/06/2024	15.29	255429	02/16/2024
	285252	019355410370	MISC SUPPLIES	02/06/2024	109.10	255362	02/09/2024
	285278	019355410370	MISC SUPPLIES	02/07/2024	47.08	255429	02/16/2024
	285286	017052300390	MISC SUPPLIES	02/07/2024	19.97	255429	02/16/2024
	285289	017954110370	MISC SUPPLIES	02/07/2024	59.76	255477	02/23/2024
	285303	040454620360	MISC SUPPLIES	02/07/2024	21.53	255429	02/16/2024
	285305	040454620360	MISC SUPPLIES	01/07/2024	11.66-	255429	02/16/2024
	285306	040454620360	MISC SUPPLIES	02/07/2024	9.86	255429	02/16/2024
	285329	017954110370	MISC SUPPLIES	02/08/2024	8.01	255477	02/23/2024
	285333	016052100360	MISC SUPPLIES	02/08/2024	18.42	255477	02/23/2024
	285362	019355410370	MISC SUPPLIES	02/09/2024	2.74	255429	02/16/2024
	285419	040454620360	MISC SUPPLIES	02/12/2024	20.41	255429	02/16/2024
	285439	017954110370	MISC SUPPLIES	02/12/2024	4.93-	255477	02/23/2024
	285441	017954110370	MISC SUPPLIES	02/12/2024	8.50	255477	02/23/2024
	285448	017052300370	MISC SUPPLIES	02/12/2024	13.34	255429	02/16/2024
	285450	019355410370	MISC SUPPLIES	02/13/2024	80.10	255429	02/16/2024
	285457	040454620360	MISC SUPPLIES	02/13/2024	57.25	255429	02/16/2024
	285464	019355410370	MISC SUPPLIES	02/13/2024	18.98	255533	02/29/2024
	285465	016052100370	MISC SUPPLIES	02/13/2024	31.78	255477	02/23/2024
	285487	060664300000	MISC SUPPLIES	02/14/2024	15.77	255533	02/29/2024
	285514	019355410370	MISC SUPPLIES	02/14/2024	64.85	255477	02/23/2024
	285515	017954110370	MISC SUPPLIES	02/14/2024	36.12	255477	02/23/2024
	285534	016052100360	MISC SUPPLIES	02/15/2024	7.98	255477	02/23/2024
	285547	019355410370	MISC SUPPLIES	02/15/2024	4.05	255477	02/23/2024
	285550	019355410370	MISC SUPPLIES	02/15/2024	8.84	255477	02/23/2024
	285551	017954110370	MISC SUPPLIES	02/15/2024	105.87	255477	02/23/2024
	285565	060666200000	MISC SUPPLIES	02/16/2024	3.10	255533	02/29/2024
	285608	017954410370	TOOLS	02/19/2024	450.00	255477	02/23/2024
	285608	017954450370	TOOLS	02/19/2024	1,442.16	255477	02/23/2024
	285619	017954110370	MISC SUPPLIES	02/19/2024	17.52	255477	02/23/2024
	285622	017954110370	MISC SUPPLIES	02/19/2024	75.78	255477	02/23/2024
	285629	017954110370	MISC SUPPLIES	02/19/2024	3.82-	255477	02/23/2024
	285630	017954110370	MISC SUPPLIES	02/19/2024	30.69	255477	02/23/2024
	285631	017954110370	MISC SUPPLIES	02/19/2024	25.69	255477	02/23/2024
	285633	017954110370	MISC SUPPLIES	02/19/2024	1.60	255477	02/23/2024
	285634	017954110370	MISC SUPPLIES	02/19/2024	3.22-	255477	02/23/2024
	285635	019355410370	MISC SUPPLIES	02/19/2024	10.08	255477	02/23/2024
	285669	040454620360	MISC SUPPLIES	02/20/2024	18.89	255533	02/29/2024
	285714	019355410370	MISC SUPPLIES	02/22/2024	23.56	255533	02/29/2024
	285842	060666200000	MISC SUPPLIES	02/27/2024	55.33	255533	02/29/2024
	285866	060664200000	MISC SUPPLIES	02/27/2024	8.07	255533	02/29/2024
	285876	040454620360	MISC SUPPLIES	02/28/2024	21.87	255533	02/29/2024
	285890	019355410370	MISC SUPPLIES	02/28/2024	37.79	255533	02/29/2024
	145197	060664200000	MISC SUPPLIES	01/31/2024	17.46	255429	02/16/2024
Total 1700:					4,120.85		
EDER FLAG MANUFACTURING	IN0181709	017955340370	FLAGS	02/14/2024	268.12	255478	02/23/2024

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	IN0181712	017955340370	FLAGS	02/14/2024	662.35	255478	02/23/2024
Total 1719:					930.47		
EGELHOFF LAWN MOWER SER	319304	017954430370	MISC SUPPLIES	01/26/2024	1,413.57	255363	02/09/2024
	319364	019355410550	MISC SUPPLIES	01/30/2024	11.20	255363	02/09/2024
Total 1723:					1,424.77		
EHLERS AND ASSOCIATES	96737	015051320390	PROJECT	02/12/2024	4,500.00	255534	02/29/2024
Total 4154:					4,500.00		
EIS IMPLEMENT INC	266207	019355410550	SUPPLIES	01/23/2024	237.56	255364	02/09/2024
Total 4157:					237.56		
EMC INSURANCE CO	7001660397	014051940930	WORKERS COMP INSURANC	02/05/2024	12,063.88	255430	02/16/2024
	7001660397	014051940910	INSURANCE PREMIUM	02/05/2024	27,231.46	255430	02/16/2024
Total 1744:					39,295.34		
EMERGENCY APPARATUS MAI	130112	017052300550	SERVICE/REPAIRS	02/12/2024	1,731.23	255535	02/29/2024
Total 4891:					1,731.23		
EMERGENCY MEDICAL PRODU	2617550	017552550370	EMS SUPPLIES	02/14/2024	18.70	255479	02/23/2024
Total 1746:					18.70		
EMILY BLAKESLEE	011224	015051330750	REIMBURSEMENT	01/12/2024	478.08	255272	02/02/2024
	011224	015051330800	REIMBURSEMENT	01/12/2024	88.26	255272	02/02/2024
Total 4637:					566.34		
ENDURA CLEAN INC	15895	019355412370	SUPPLIES	01/10/2024	52.14	255480	02/23/2024
	15896	019355412370	SUPPLIES	01/10/2024	1,761.48	255431	02/16/2024
	15897	019055130620	WASTE LINERS	01/10/2024	71.30	255365	02/09/2024
	15932	019055130620	ICE MELT	01/25/2024	203.40	255480	02/23/2024
Total 1754:					2,088.32		
ENERGENECS INC	0047015-IN	060692300000	SCADA SERVICE	01/19/2024	3,908.63	255273	02/02/2024
Total 1755:					3,908.63		
ERIC VON SCHLEDORN FORD	178022	016052100550	REPAIRS	02/02/2024	758.80	255432	02/16/2024
	178231	016052100550	OIL	02/06/2024	48.10	255432	02/16/2024
	178388	016052100550	REPAIRS	02/12/2024	50.75	255481	02/23/2024
	28006	424258500504	POLICE SQUAD	02/29/2024	44,174.16	255536	02/29/2024
	28867	424258500504	POLICE SQUAD	02/29/2024	44,174.16	255536	02/29/2024
Total 1780:					89,205.97		
ERIN BLUM	022724	019055130800	INSTRUCTOR PAYMENT	02/27/2024	576.00	255537	02/29/2024

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Total 1784:					576.00		
EXPRESS ELEVATOR LLC	109283	015751710360	CREDIT	01/22/2024	56.32	255433	02/16/2024
	111397	015751710360	ELEVATOR INSPECTION	01/31/2024	117.00	255433	02/16/2024
Total 1797:					60.68		
EXTINGUISHERS AT RANDOM L	022024	017052300730	EXTINGUISHERS FOR INSPECT	02/20/2024	121.00	255482	02/23/2024
Total 1798:					121.00		
FASTENAL CO	WISAU140256	060664300000	MISC SUPPLIES	01/26/2024	189.00	255274	02/02/2024
	WISAU140317	060664300000	WTP SUPPLIES	01/30/2024	179.50	255366	02/09/2024
Total 1805:					368.50		
FBI LEEDA	43870880-24	016052100440	DUES	02/21/2024	50.00	255483	02/23/2024
Total 1806:					50.00		
FEARING'S AUDIO-VIDEO-SECU	73050	015051320390	CABLES	01/25/2024	1,738.53	255538	02/29/2024
Total 3844:					1,738.53		
FLOCK SAFETY	INV-31347	016052100560	ANNUAL FLOCK CONTRACT	01/26/2024	5,178.08	255484	02/23/2024
Total 4541:					5,178.08		
FOX BROS PIGGLY WIGGLY	025013080804	016052100370	CAKE	01/23/2024	39.99	255434	02/16/2024
Total 1848:					39.99		
GALLAGHER	305563	015051330380	SERVICES	02/09/2024	1,750.00	255435	02/16/2024
Total 4975:					1,750.00		
GENERAL CODE LLC	PG000035186	015051320370	SUPP PAGES	01/31/2024	1,636.36	255367	02/09/2024
Total 1890:					1,636.36		
GFC LEASING CO	I00891875	060692100000	VARIOUS	02/06/2024	128.27	255368	02/09/2024
	I00891875	015051320370	VARIOUS	02/06/2024	157.51	255368	02/09/2024
	I00891875	232355110560	VARIOUS	02/06/2024	58.22	255368	02/09/2024
	I00891875	019355210510	VARIOUS	02/06/2024	126.86	255368	02/09/2024
	I00891875	016052100560	VARIOUS	02/06/2024	128.21	255368	02/09/2024
	I00891875	019656700370	VARIOUS	02/06/2024	36.34	255368	02/09/2024
	I00891875	019055130380	VARIOUS	02/06/2024	140.42	255368	02/09/2024
	I00891875	017052300390	VARIOUS	02/06/2024	65.13	255368	02/09/2024
	I00891875	017552550390	VARIOUS	02/06/2024	91.83	255368	02/09/2024
	I00891875	015754210370	VARIOUS	02/06/2024	204.14	255368	02/09/2024
	I00891875	015754210370	VARIOUS	02/06/2024	156.48	255368	02/09/2024
	I00891875	050554545370	VARIOUS	02/06/2024	51.21	255368	02/09/2024
Total 1902:					1,344.62		
GODERSKY, GERALD & CARRO	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	52.33	255308	02/05/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 4075:					52.33		
GOVERNMENTJOBS.COM INC	38545	015051330800	YEARLY SUBSCRIPTION	01/06/2024	2,080.00	255369	02/09/2024
Total 4703:					2,080.00		
GRAEF INC	0130842	424258500701	PROFESSIONAL SERVICES	01/26/2024	3,290.12	255436	02/16/2024
	0131400	424258500701	ZONING CODE REWRITE	02/21/2024	3,290.12	255539	02/29/2024
Total 1924:					6,580.24		
GREEN BAY PIPE & TV LLC	3489	040464700395	STREET LINING SEWERS	02/12/2024	7,000.00	255540	02/29/2024
	3489	040464700390	NON STREET LINING SEWERS	02/12/2024	54,815.42	255540	02/29/2024
Total 4448:					61,815.42		
GREISCH PLUMBING & HEATIN	57088	060665200000	BOILER WORK	10/25/2023	207.50	255485	02/23/2024
	57450	015751710360	KITCHEN FAUCET	02/09/2024	125.00	255541	02/29/2024
Total 1957:					332.50		
GREMMER & ASSOC INC	14 FEB	424258500101	2024 STREETS	02/06/2024	2,445.75	255542	02/29/2024
	6 FEB 24	040464700395	2024 STREETS SEWER	02/06/2024	7,620.00	255542	02/29/2024
	6 FEB 24	424258500101	2024 STREETS	02/06/2024	8,000.00	255542	02/29/2024
Total 1958:					18,065.75		
HARTER'S LAKESIDE DISPOSA	601333	030354711380	SERVICE	01/31/2024	20,596.95	255437	02/16/2024
	601333	017954710380	SERVICE	01/31/2024	40,902.63	255437	02/16/2024
Total 4386:					61,499.58		
HAWKINS INC	6680636	060664100000	FLUORIDE	02/02/2024	1,917.50	255438	02/16/2024
Total 1998:					1,917.50		
HERITAGE PUBLISHING CO INC	57305	040454610370	FORMS	02/09/2024	235.00	255486	02/23/2024
Total 2018:					235.00		
HI-LINE INC	11102541	017954110370	SHOP SUPPLIES	02/12/2024	442.92	255487	02/23/2024
Total 2024:					442.92		
HINCKLEY SPRINGS	19564138 0128	050554545370	FILTRATION SYSTEM RENTAL	01/28/2024	12.13	255275	02/02/2024
	19564138 0225	050554545370	FILTRATION SYSTEM RENTAL	02/25/2024	12.13	255543	02/29/2024
	8294376 01252	017052300390	BOTTLED WATER	01/25/2024	137.89	255275	02/02/2024
	8294376 02222	017552550370	WATER COOLER RENTAL	02/22/2024	150.38	255543	02/29/2024
Total 2026:					312.53		
HOME DEPOT CREDIT SERVIC	0013631	393958400350	SUPPLIES	12/19/2023	184.97	255370	02/09/2024
	0153313	017954120370	SUPPLIES	12/28/2023	175.56	255370	02/09/2024
	1013506	393958400375	SUPPLIES	12/18/2023	215.28	255370	02/09/2024
	4013494	019355410370	SUPPLIES	01/03/2024	48.96	255370	02/09/2024
	5024989	393958400375	SUPPLIES	12/14/2023	221.46	255370	02/09/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	7012867	393958400375	SUPPLIES	12/12/2023	510.58	255370	02/09/2024
	7012868	019355410370	SUPPLIES	12/12/2023	9.97	255370	02/09/2024
	9010583	393958400375	SUPPLIES	12/29/2023	99.32	255370	02/09/2024
Total 2037:					1,466.10		
HUEOSITY LLC	20709	232355110370	LIBRARY CARDS	02/08/2024	350.29	255439	02/16/2024
Total 3422:					350.29		
HYDRO CORP	0076261-IN	060666400000	CROSS CONNECTION INSPECT	01/31/2024	1,428.00	255440	02/16/2024
Total 2054:					1,428.00		
IDEXX DISTRIBUTION INC	3144290485	040454620710	BACTERIA TESTING	01/18/2024	360.09	255276	02/02/2024
Total 2068:					360.09		
ISAAC KAPP	020724	060666500000	REIMBURSEMENT	02/07/2024	63.29	255488	02/23/2024
Total 4164:					63.29		
J & H HEATING INC	240206-006	060695000400	CHLORINE ROOM HEATER	02/06/2024	3,840.00	255489	02/23/2024
	J006773	393958400900	GAS LINE	01/24/2024	16,011.00	255277	02/02/2024
	W37131	060695000400	FIX PLANT #2	02/07/2024	453.15	255489	02/23/2024
Total 2100:					20,304.15		
JACOB & DORRIE VAN KERKVO	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	241.37	255309	02/05/2024
Total 4977:					241.37		
JAMES SEITZ	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	51.01	255310	02/05/2024
Total 4994:					51.01		
JEFFREY SCHROEDER	013124	060666500000	REIMBURSEMENT	01/31/2024	126.54	255371	02/09/2024
	020524	060693000000	REIMBURSEMENT	02/05/2024	454.51	255441	02/16/2024
	020524	060693000000	REIMBURSEMENT	02/05/2024	118.00	255441	02/16/2024
	021324	060666500000	REIMBURSE CLOTHING	02/13/2024	167.37	255441	02/16/2024
	022624	060666500000	REIMBURSEMENT	02/26/2024	131.88	255544	02/29/2024
Total 4767:					998.30		
JESSICA JURICK & PRESTON E	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	3,096.16	255311	02/05/2024
Total 4997:					3,096.16		
JILL M DOUGLASS	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	30.80	255312	02/05/2024
Total 2195:					30.80		
JOHN P LOCHEN CO INC	09683	019355410610	HITCH	02/06/2024	700.00	255372	02/09/2024
Total 2238:					700.00		
JOHN THILL LLC	189918	017954420360	STREET LIGHT	02/05/2024	84.00	255490	02/23/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	189920	017954120370	LIGHT FIXTURES	02/09/2024	1,400.00	255490	02/23/2024
Total 2242:					1,484.00		
JORDAN & RYAN JOHNSON	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	41.93	255313	02/05/2024
Total 5000:					41.93		
K&H STORAGE LLC	3-2024	016052100440	STORAGE	02/01/2024	75.00	255278	02/02/2024
Total 2285:					75.00		
KAESTNER AUTO ELECTRIC C	430709	017954110370	PRESSURE WASHER	02/16/2024	39.99	255491	02/23/2024
Total 2287:					39.99		
KEMIRA WATER SOLUTIONS IN	90178244437	040454620660	FERROUS	02/22/2024	4,854.63	255545	02/29/2024
Total 2320:					4,854.63		
KENT KNUDSEN	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	409.75	255314	02/05/2024
Total 4708:					409.75		
KIEPERT, MARY	022824	019055130850	REFUND	02/28/2024	56.00	255546	02/29/2024
Total 5016:					56.00		
KIRSTIN LARSON	020724	016052100420	REIMBURSEMENT	02/07/2024	108.23	255443	02/16/2024
Total 3852:					108.23		
KLINGSPOR ABRASIVES INC	4672964	017954110370	SUPPLIES	01/30/2024	139.18	255373	02/09/2024
Total 4228:					139.18		
KOEHLER, DONNA	022824	019055130850	REFUND	02/28/2024	56.00	255547	02/29/2024
Total 5017:					56.00		
KOEPKE, KEVIN & STEPHANIE	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	46.61	255315	02/05/2024
Total 3924:					46.61		
KREJCI, WILLIAM & CHERYL	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	64.23	255316	02/05/2024
Total 4012:					64.23		
KRIETE TRUCK CENTER	X108037039:01	017954110370	VALVE	01/19/2024	58.24	255374	02/09/2024
Total 4547:					58.24		
KRUEPKE PRINTING INC	073607	050554545370	DOCK BOX	01/23/2024	137.00	255279	02/02/2024
	173445	019055130370	MEMBERSHIP	01/23/2024	32.00	255375	02/09/2024
	173600	019055130370	MEMBERSHIP	01/23/2024	59.50	255375	02/09/2024
	173602	050554545370	RECIPT SHEETS	01/23/2024	153.00	255279	02/02/2024
	173608	050554545370	SLIP FEES	01/23/2024	162.00	255279	02/02/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	173989	019055130370	NEWSLETTER	02/15/2024	132.00	255492	02/23/2024
Total 2371:					675.50		
KURT KNOWSKI	020724	016052100410	REIMB -TRAINING	02/07/2024	18.20	255442	02/16/2024
Total 2374:					18.20		
L & W SUPPLY	1008138315-00	015751710360	SUPPLIES	11/08/2023	443.29	254890	Multiple
	1008138315-00	015751710360	SUPPLIES	11/08/2023	443.29-		
Total 4915:					.00		
LANNON STONE PRODUCTS	1395817	060667300000	STONE	01/27/2024	1,356.74	255280	02/02/2024
	1396107	060667300000	STONE	01/31/2024	484.76	255376	02/09/2024
	1396108	060667300000	STONE	01/31/2024	489.87	255376	02/09/2024
Total 2395:					2,331.37		
LAWSON PRODUCTS INC	9311221456	017954110370	SUPPLIES	01/16/2024	103.49	255377	02/09/2024
	9311278484	017954110370	HARDWARE	02/06/2024	256.98	255493	02/23/2024
	9786093	017954110370	SUPPLIES	01/24/2024	676.00	255377	02/09/2024
Total 2407:					1,036.47		
LEADSONLINE PARENT LLC	409929	016052100560	CONTRACT RENEWAL	02/20/2024	5,989.00	255494	02/23/2024
Total 4771:					5,989.00		
LIEBOVICH STEEL & ALUMINUM	9304649	424258500512	DUMP BODY CHIP BOX	01/11/2024	2,350.00	255378	Multiple
	9304649	424258500512	DUMP BODY CHIP BOX	01/11/2024	2,350.00-		
Total 5004:					.00		
MAC QUEEN EQUIPMENT	E01120	040454610370	SEWER CAMERA WHEEL	02/13/2024	2,617.00	255548	02/29/2024
	P24938	017052300360	SCBAS	01/26/2024	545.00	255379	02/09/2024
	P25413	017052300580	STRAPS FOR AIR PACKS	02/07/2024	72.40	255548	02/29/2024
	P25938*	017954110370	CREDIT	12/18/2023	52.20-	255495	02/23/2024
	P32131	017954110370	SHOE	01/05/2024	2,204.84	255495	02/23/2024
	P32612	017954110370	CREDIT	02/14/2024	2,204.84	255495	02/23/2024
Total 2468:					7,591.88		
MADRITSCH, JIM	021424	019055130855	MUSICIAN	02/14/2024	200.00	255444	02/16/2024
Total 5011:					200.00		
MARY JO & SEAN STRATTON	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	46.65	255317	02/05/2024
Total 4981:					46.65		
MARYANN YYEKENEWICZ	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	2,188.70	255318	02/05/2024
Total 4991:					2,188.70		
MATTHEW & KRISTIN LENGLE	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	241.37	255319	02/05/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 4978:					241.37		
MC CONN INC	011268	017954110370	SUPPLIES	02/02/2024	53.73	255496	02/23/2024
Total 2548:					53.73		
MC MASTER-CARR SUPPLY CO	18954918	017954410370	SPRAY NOZELS	12/12/2023	82.60	255380	02/09/2024
	22040719	017954110370	WATER HOSE	02/13/2024	315.06	255497	02/23/2024
Total 2552:					397.66		
MEINERZ, CHRISTINA	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	50.50	255320	02/05/2024
Total 4064:					50.50		
MELISSA BIELINSKI & MITCHEL	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	47.34	255321	02/05/2024
Total 4985:					47.34		
MICHELE JAEGER	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	59.67	255322	02/05/2024
Total 2608:					59.67		
MIDAMERICA BOOKS	0027501	232355110510	BOOKS	01/30/2024	275.40	255381	02/09/2024
Total 4229:					275.40		
MIKE JAJTNER	013024	017052300830	REIMBURSEMENT	01/30/2024	63.51	255281	02/02/2024
Total 2636:					63.51		
MKE PET FIRST AID	2132024	019355322560	CLASS SIGN UP	02/13/2024	210.00	255445	02/16/2024
Total 4835:					210.00		
MOLLY SCHERR	020724	019055130800	PIANO INSTRUCTOR PAY, SENI	02/07/2024	50.00	255382	02/09/2024
Total 4395:					50.00		
MONITRONICS	3106500	016052100360	MONITORING	02/01/2024	64.80	255498	02/23/2024
Total 1078:					64.80		
MORAN, TRACY & JILL	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	64.10	255323	02/05/2024
Total 3927:					64.10		
MUELLER COMMUNICATIONS L	3 FEB 24	404054800002	PROFESSIONAL FEES	02/15/2024	5,364.25	255549	02/29/2024
	492-2024-02	015051320390	PROFESSIONAL FEES	02/26/2024	8,602.15	255549	02/29/2024
Total 4729:					13,966.40		
MUNICIPAL ENVIRONMENTAL G	013124	060693000000	ANNUAL DUES	01/31/2024	620.00	255446	02/16/2024
	021524	040454620440	MEG MEMBERSHIP FEE	02/15/2024	1,413.83	255550	02/29/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2693:					2,033.83		
NAPA	5269-250563	017954110370	FILTERS	08/07/2023	32.04	255499	02/23/2024
	5269-272694	017954110370	SUPPLIES	01/18/2024	12.98	255383	02/09/2024
	5269-272857	017954110370	SUPPLIES	01/19/2024	49.92	255383	02/09/2024
	5269-272862	017954110370	SUPPLIES	01/19/2024	75.99	255383	02/09/2024
	5269-273191	017954110370	SUPPLIES	01/22/2024	664.45	255383	02/09/2024
	5269-273285	017954110370	SUPPLIES	01/23/2024	204.31	255383	02/09/2024
	5269-273434	017954110370	SUPPLIES	01/24/2024	20.12	255383	02/09/2024
	5269-273585	017954110370	SUPPLIES	01/25/2024	143.79	255383	02/09/2024
	5269-274054	017954110370	SUPPLIES	01/29/2024	81.18	255383	02/09/2024
	5269-274156	017954110370	SUPPLIES	01/30/2024	377.99	255383	02/09/2024
	5269-274183	017954110370	SUPPLIES	01/30/2024	18.00	255383	02/09/2024
	5269-274348	019355410550	SUPPLIES	01/31/2024	31.86	255383	02/09/2024
	5269-274355	019355410550	SUPPLIES	01/31/2024	61.29	255383	02/09/2024
	5269-274871	017954110370	SUPPLIES	02/05/2024	57.89	255499	02/23/2024
	5269-274946	017954110370	SUPPLIES	02/05/2024	197.99	255499	02/23/2024
	5269-275030	017954110370	SUPPLIES	02/06/2024	49.98	255499	02/23/2024
	5269-275039	017954110370	SUPPLIES	02/06/2024	129.99	255499	02/23/2024
	5269-275191	017954110370	SUPPLIES	02/07/2024	37.83	255499	02/23/2024
	5269-275203	017954110370	SUPPLIES	02/07/2024	27.98	255499	02/23/2024
	5269-275223	017954110370	SUPPLIES	02/07/2024	136.99	255499	02/23/2024
	5269-275393	017954110370	SUPPLIES	02/08/2024	110.10	255499	02/23/2024
	5269-275418	017954110370	SUPPLIES	02/08/2024	43.96	255499	02/23/2024
	5269-275440	017954110370	SUPPLIES	02/08/2024	165.47	255499	02/23/2024
	5269-275895	060666200000	TRUCK PARTS	02/13/2024	17.16	255551	02/29/2024
	5269-275909	017954110370	SUPPLIES	02/13/2024	15.18	255499	02/23/2024
	5269-276583	017954110370	SUPPLIES	02/19/2024	19.99	255499	02/23/2024
Total 2706:					2,417.49		
NOREGON SYSTEMS LLC	INV00223786	017954110370	SOFTWARE	02/20/2024	3,474.36	255552	02/29/2024
	INV00223786	060667300000	SOFTWARE	02/20/2024	1,500.00	255552	02/29/2024
	INV00223786	040454610370	SOFTWARE	02/20/2024	1,500.00	255552	02/29/2024
Total 5015:					6,474.36		
NORTH CENTRAL LABORATORI	499771	060664200000	LAB SUPPLIES	02/19/2024	268.73	255553	02/29/2024
Total 2755:					268.73		
NORTHEAST WISCONSIN TECH	SFT000012665	017052300410	EXAM	02/17/2024	80.00	255554	02/29/2024
Total 2762:					80.00		
NORTHERN LAKE SERVICE INC	2401524	060664200000	TESTING	01/30/2024	382.78	255384	02/09/2024
	2401986	060664200000	SAMPLES	02/07/2024	25.00	255447	02/16/2024
	2402831	060664200000	TOC SAMPLES	02/22/2024	90.34	255555	02/29/2024
Total 2764:					498.12		
NORTHLAND BUSINESS SYSTE	IN107934	016052100440	ANNUAL CONTRACT	02/08/2024	2,175.00	255500	02/23/2024
Total 2770:					2,175.00		
ODP BUSINESS SOLUTIONS LL	347235221001	016052100370	SUPPLIES	01/15/2024	335.64	255385	02/09/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	347368765001	016052100370	SUPPLIES	01/13/2024	11.20	255385	02/09/2024
	347368766001	016052100370	SUPPLIES	01/15/2024	4.65	255385	02/09/2024
	352736481001	016052100370	SUPPLIES	01/31/2024	65.92	255501	02/23/2024
Total 2783:					417.41		
OTTEN, LAURIN	012924	019055130800	INSTRUCTOR	01/29/2024	229.00	255282	02/02/2024
Total 4465:					229.00		
OZAUKEE COUNTY ECONOMIC	021424	080856700390	MEMBERSHIP DUES	02/14/2024	1,500.00	255556	02/29/2024
Total 2807:					1,500.00		
OZAUKEE COUNTY HIGHWAY D	BILL0033391	017954350370	FUEL	12/31/2023	6,026.66	255386	02/09/2024
	BILL0033391	017954410370	FUEL	12/31/2023	822.65	255386	02/09/2024
	BILL0033391	017954112350	FUEL	12/31/2023	575.00	255386	02/09/2024
	BILL0033391	017954112690	FUEL	12/31/2023	1,563.85	255386	02/09/2024
	BILL0033392	016052100350	GASOLINE	12/31/2023	1,391.21	255283	02/02/2024
	BILL0033393	060666200000	FUEL	12/31/2024	322.02	255448	02/16/2024
	BILL0033394	040454610370	FUEL	12/31/2023	300.64	255283	02/02/2024
	BILL0033394	040454620350	FUEL	12/31/2023	45.12	255283	02/02/2024
	BILL0033395	017052300350	FUEL	12/31/2023	182.10	255386	02/09/2024
	BILL0033395	017552550350	FUEL	12/31/2023	697.68	255386	02/09/2024
	BILL0033395	017052300690	FUEL	12/31/2023	96.48	255386	02/09/2024
	BILL0033396	019355410350	FUEL	01/01/2024	128.41	255557	02/29/2024
	BILL0033397	015754210350	FUEL	12/31/2023	22.11	255386	02/09/2024
	BILL0033500	019355410350	FUEL	01/31/2024	650.60	255557	02/29/2024
Total 2809:					12,824.53		
OZAUKEE COUNTY TREASURE	022024	030344530000	RECYCLING FEE	02/20/2024	54.91	255502	02/23/2024
	022324	990110001200	TAX PAYMENT	02/23/2024	2,821.00	255520	02/23/2024
Total 2816:					2,875.91		
P&R CLEANING LLC	12425	015751710380	CITY HALL CLEANING	02/12/2024	1,380.00	255503	02/23/2024
	12426	016052100360	CLEANING	02/12/2024	1,380.00	255503	02/23/2024
Total 2821:					2,760.00		
PARKSIDE AUTO CENTER	17280	016052100550	ALTERNATOR	01/29/2024	3,389.47	255284	02/02/2024
	17296	016052100550	BRAKES	01/31/2024	605.32	255284	02/02/2024
	17311	016052100550	REPAIRS	02/13/2024	320.28	255504	02/23/2024
	17318	016052100550	REPAIRS	02/09/2024	123.25	255504	02/23/2024
Total 2830:					4,438.32		
PATRICK MEER	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	63.45	255324	02/05/2024
Total 2840:					63.45		
PAUL & MARY SMITH	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	46.05	255325	02/05/2024
Total 4990:					46.05		
PHYLLIS WAHL	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	1,531.73	255326	02/05/2024

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Total 4986:					1,531.73		
PITNEY BOWES PURCHASE PO	8000-9000-033	016052100370	POSTAGE	02/07/2024	144.99	255505	02/23/2024
Total 2881:					144.99		
POMP'S TIRE SERVICE INC	8	017954110370	SERVICE CHARGE	02/01/2024	102.22	255387	02/09/2024
	9	017954110370	SERVICE CHARGE	02/01/2024	59.84	255387	02/09/2024
Total 2888:					162.06		
PORT PUBLICATIONS INC	00175359	015051320510	AFFIDAVIT PUBLICATION & POL	01/18/2024	202.39	255285	02/02/2024
	00175391	019055130390	WELLNESS	01/26/2024	180.00	255506	02/23/2024
	00175415	015051320510	AFFIDAVIT PUBLICATION & POL	01/25/2024	180.46	255285	02/02/2024
	00175528	015051320510	AFFIDAVIT PUBLICATION & POL	02/08/2024	130.21	255506	02/23/2024
	00175581	015051320510	AFFIDAVIT PUBLICATION & POL	02/15/2024	305.44	255506	02/23/2024
Total 2893:					998.50		
PORT WASHINGTON POLICE D	020824	016052100360	PETTY CASH	02/08/2024	60.00	255388	02/09/2024
	020824	016052100370	PETTY CASH	02/08/2024	37.29	255388	02/09/2024
	020824	016052100350	PETTY CASH	02/08/2024	10.00	255388	02/09/2024
Total 4902:					107.29		
PORT WASHINGTON TOURISM	021924	121256310380	RECONCILING PAYMENT	02/19/2024	6,365.70	255463	02/19/2024
Total 2908:					6,365.70		
PROFESSIONAL COMMUNICATI	64701	016052100340	REPAIRS TO PHONE	01/04/2024	323.00	255286	02/02/2024
	64742	016052100340	PHONE CABLE	01/30/2024	26.00	255449	02/16/2024
	64768	016052100340	SERVICE CALL	02/14/2024	312.00	255507	02/23/2024
	64770	016052100340	SERVICE CALL	02/14/2024	263.00	255507	02/23/2024
Total 2931:					924.00		
PROFESSIONAL SAFE & LOCK	52033	015751710360	SERV CALL,LABOR, VAULT DR	02/21/2024	440.00	255508	02/23/2024
Total 4085:					440.00		
PTS CONTRACTORS INC	122123	393958400900	ROADS	12/20/2023	12,857.75	255232	Multiple
	122123	393958400925	ROADS	12/20/2023	3,239.52	255232	Multiple
	122123	393958400100	ROADS	12/20/2023	33,918.55	255232	Multiple
	122123	393958400900	ROADS	12/20/2023	12,857.75-		
	122123	393958400925	ROADS	12/20/2023	3,239.52-		
	122123	393958400100	ROADS	12/20/2023	33,918.55-		
Total 2940:					.00		
PUBLIC ADMINISTRATION	C-14-24	015051330800	PROFESSIONAL SERVICES	12/09/2024	10,333.33	255450	02/16/2024
Total 2941:					10,333.33		
RAUTMANN II, JOHN E	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	50.17	255327	02/05/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 4115:					50.17		
REINDERS INC	6045714-00	019355410550	MISC SUPPLIES	01/16/2024	344.30	255389	02/09/2024
	6045853-00	019355410550	MISC SUPPLIES	01/18/2024	897.80	255389	02/09/2024
Total 2996:					1,242.10		
RICHARD & JENNIFER LITVINO	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	31.81	255328	02/05/2024
Total 4996:					31.81		
RILEY TUTAS	020624	019355321560	BASKETBALL LEAGUE OFFICIA	02/06/2024	420.00	255390	02/09/2024
Total 4678:					420.00		
ROBERSON, ADRIAN	020824	990110001200	REFUND	02/08/2024	301.89	255391	02/09/2024
Total 5007:					301.89		
ROBERT & KATHLEEN BEACH	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	80.62	255329	02/05/2024
Total 4995:					80.62		
ROHDE BROTHERS INC	23046 4	393958400925	PROJECT	01/30/2024	25,407.75	255287	02/02/2024
Total 4837:					25,407.75		
RONALD PLIER	012724	060666500000	REIMBURSEMENT	01/27/2024	165.06	255392	02/09/2024
	022124	060666500000	REIMBURSEMENT	02/21/2024	250.52	255558	02/29/2024
Total 3078:					415.58		
ROSALIA SLAWSON	123023	232355110430	REIMBURSEMENT	12/30/2023	89.87	255393	02/09/2024
	123023	232355110430	REIMBURSEMENT	12/30/2023	17.97	255393	02/09/2024
Total 3209:					107.84		
ROSS KROEGER	022324	015754210390	REIMBURSEMENT	02/23/2024	138.81	255559	02/29/2024
Total 3083:					138.81		
RYAN & BRIDGET ENGEL	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	50.21	255330	02/05/2024
Total 4987:					50.21		
RYDIN	PS-INV115142	050554545370	PARKING PASS AND LAUNCH P	01/31/2024	1,100.51	255451	02/16/2024
Total 3107:					1,100.51		
SAFETY-KLEEN SYSTEMS INC	93576516	017954110370	PARTS CLEANING SOLVENT	02/02/2024	283.56	255509	02/23/2024
Total 3114:					283.56		
SARAH & ERIC FREYMUTH	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	40.36	255331	02/05/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 4998:					40.36		
SAUKVILLE FEED SUPPLIES	32285	019355410370	STRAW	02/23/2024	53.90	255560	02/29/2024
Total 3133:					53.90		
SCHEUNEMANN, FRANCES	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	40.06	255332	02/05/2024
Total 3977:					40.06		
SCHLESSINGER JR, CHARLES	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	40.41	255333	02/05/2024
Total 4031:					40.41		
SCHMIT BROS AUTO INC	38960	017954110370	SEAL ASSEMBLY	01/24/2024	80.63	255394	02/09/2024
Total 3144:					80.63		
SECURIAN FINANCIAL GROUP I	002832L FEB 2	010121343231	LIFE INSURANCE	02/01/2024	2,767.80	255395	02/09/2024
Total 3166:					2,767.80		
SECURITAS TECHNOLOGY CO	6000628332	016052100360	MONITORING	12/12/2023	208.22	255399	02/09/2024
	6003906156	016052100560	MAINTENANCE/MONITORING	02/01/2024	220.71	255510	02/23/2024
Total 3244:					428.93		
SEWAH STUDIOS INC	45798	393958400300	SIGN REFURBISHMENT HISTO	02/02/2024	4,200.00	255452	02/16/2024
Total 5010:					4,200.00		
SHAFTON, ANDREA	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	81.54	255334	02/05/2024
Total 4001:					81.54		
SHAWN VIESSELMANN	020624	019355321560	BASKETBALL LEAGUE OFFICIA	02/06/2024	210.00	255396	02/09/2024
Total 4521:					210.00		
SIERRA SEAL	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	19.97	255335	02/05/2024
Total 5001:					19.97		
SILK SCREEN SPECIALISTS IN	27970	060666200000	SAFETY CLOTHES	01/31/2024	35.00	255397	02/09/2024
Total 3201:					35.00		
SOULPATH YOGA LLC	020724	019055130800	INSTRUCTOR PAY	02/07/2024	200.00	255398	02/09/2024
Total 4852:					200.00		
SOUTHEASTERN WI WATERSH	1711	424258500702	STORMWATER MS4 PUBLIC OU	02/06/2024	1,890.00	255561	02/29/2024
Total 4818:					1,890.00		
SPECTRUM	0083256021024	016052100440	HDTV	02/10/2024	51.08	255511	02/23/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	8348 10 311 00	017052300390	INTERENET	01/23/2024	24.76	255288	02/02/2024
Total 3232:					75.84		
STANTEC CONSULTING SERVI	2195731	424258500303	VALLEY CREEK WATERSHED P	02/16/2024	22,435.75	255562	02/29/2024
Total 3245:					22,435.75		
STATE INDUSTRIAL PRODUCTS	903207900	017954110370	SUPPLIES	01/23/2024	1,391.94	255400	02/09/2024
	903209682	040454620360	FLUID	01/24/2024	170.94	255289	02/02/2024
Total 3250:					1,562.88		
STATE OF WISCONSIN	505-000008622	232355110560	TEACH SERVICE	12/08/2023	600.00	255401	02/09/2024
Total 3737:					600.00		
STATE OF WISCONSIN	022824	060692600500	GROUNDWATER CERTIFICATIO	02/28/2024	25.00	255563	02/29/2024
Total 3741:					25.00		
STRAND ASSOCIATES INC	0206152	040454610380	COLLECTION SYSTEM MASTER	01/11/2024	1,988.48	255521	02/23/2024
	0206153	393958400925	SPRING ST	01/11/2024	3,163.87	255521	02/23/2024
	0206154	393958400925	CONSTRUCTION SERVICES W	01/11/2024	7,251.79	255521	02/23/2024
	0207369	040464700411	SPRING ST INTERCEPTOR	02/13/2024	21,700.42	255564	02/29/2024
	0207371	040464700400	WWTP CONSTRUCTION	02/13/2024	20,149.06	255564	02/29/2024
Total 3277:					54,253.62		
SUPERIOR CHEMICAL CORP	364717	019355412370	SUPPLIES	12/12/2023	234.92	255453	02/16/2024
	383021	016052100370	ICE FLOE	01/26/2024	648.50	255290	02/02/2024
	384129	232355110360	SUPPLIES	02/09/2024	108.60	255453	02/16/2024
Total 3296:					992.02		
TACTICAL SOLUTIONS	9978	016052100570	CERTIFY 8 RADAR UNITS	02/10/2024	399.00	255512	02/23/2024
Total 3319:					399.00		
TAPCO	1771308	017954410370	SIGN MATERIAL	01/25/2024	622.50	255402	02/09/2024
Total 3326:					622.50		
TELEFLEX LLC	9507984673	017552550370	NEEDLES	01/30/2024	677.50	255403	02/09/2024
Total 3333:					677.50		
THAO DO	020724	060693000000	REIMBURSEMENT	02/07/2024	387.86	255513	02/23/2024
	020724	060693000000	REIMBURSEMENT	02/07/2024	118.00	255513	02/23/2024
Total 4163:					505.86		
THE CAR PAINT STORE	77636	017954110370	BED LINER	02/02/2024	264.95	255404	02/09/2024
Total 3343:					264.95		
THE UNIFORM SHOPPE	342391	016052100420	JACKET	02/15/2024	322.95	255514	02/23/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3353:					322.95		
TIRES UNLIMITED AUTOMOTIV	61724	019355410550	F250	01/23/2024	848.32	255405	02/09/2024
Total 3402:					848.32		
TITAN PUBLIC SAFETY SOLUTI	5759	016052100560	ANNUAL SUPPORT	12/14/2023	2,064.00	255515	02/23/2024
Total 3403:					2,064.00		
TRAFF TECH INC	2181	017954410370	SIGN MATERIAL	01/15/2024	1,485.00	255406	02/09/2024
Total 3432:					1,485.00		
TRANS UNION RISK & ALTERNA	365576-202401	016052100400	PEOPLE SEARCHES	02/01/2024	75.00	255454	02/16/2024
Total 3435:					75.00		
TRAVELERS	5792E5137 FE	014051940910	INSURANCE BOILER & MACHIN	02/12/2024	31,859.00	255565	02/29/2024
Total 3437:					31,859.00		
TRESTER HOIST & EQUIPMENT	0727563-IN	017954110370	INSPECTION	01/23/2024	392.00	255407	02/09/2024
Total 3443:					392.00		
TROJAN TECHNOLOGIES	SLS/10317248A	393958400925	CAPTIAL EQUIPMENT	12/12/2023	14,786.00	255408	02/09/2024
Total 4471:					14,786.00		
TRUCK COUNTRY OF WI	X204024521:01	017954110370	HUB ASSEMBLY	01/17/2024	610.83	255409	02/09/2024
	X204024651:01	017954110370	TANK	01/25/2024	147.34	255409	02/09/2024
Total 3456:					758.17		
ULINE	172800458	019355410610	SUPPLIES	01/05/2024	1,436.65	255410	02/09/2024
	174409113	060664300000	BIN & WRAP	02/14/2024	640.14	255566	02/29/2024
Total 4589:					2,076.79		
UNIQUE MANAGEMENT SERVI	6122057	232355110510	COLLECTIONS	02/01/2024	81.55	255455	02/16/2024
Total 3471:					81.55		
UNIVERSAL TRUCK EQ	62548	017954350370	PLOW BLADES	01/18/2024	2,585.85	255411	02/09/2024
Total 5002:					2,585.85		
US CELLULAR	0629705349	015754210340	PHONE BILL	01/16/2024	40.75	255291	02/02/2024
	0629814534	016052100340	PHONE BILL	01/16/2024	1,034.27	255291	02/02/2024
	0629844174	019355210340	PHONE BILL	01/16/2024	242.24	255291	02/02/2024
	0629860484	040454620340	PHONE BILL	01/16/2024	78.75	255291	02/02/2024
	0629883908	017052300340	PHONE BILL	01/16/2024	59.82	255291	02/02/2024
	0629883908	017552550340	PHONE BILL	01/16/2024	131.44	255291	02/02/2024
	0629893163	017954120340	PHONE BILL	01/16/2024	232.26	255412	02/09/2024
	0635993268	040454610340	SERVICES	02/16/2024	78.75	255567	02/29/2024

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3488:					1,898.28		
USELDINGS	134951	016052100420	UNIFORM	02/02/2024	40.00	255516	02/23/2024
Total 3497:					40.00		
UTILITY SALES & SERVICE INC	0076565-IN	017954110370	INSPECTION	01/17/2024	1,044.97	255413	02/09/2024
Total 3499:					1,044.97		
UV SALES LLC	3227	040454620360	UV BULBS	02/08/2024	11,993.00	255517	02/23/2024
Total 5014:					11,993.00		
VIKTOR PETROV	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	45.30	255336	02/05/2024
Total 4072:					45.30		
VOLKE, RYAN & KELLY	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	76.85	255337	02/05/2024
Total 3894:					76.85		
WALSH, CHUCK	012924	019055130390	MILEAGE	01/29/2024	29.34	255292	02/02/2024
Total 4976:					29.34		
WATERTECH	PS-INV1011727	040454620360	POLYMER	02/16/2024	7,034.65	255568	02/29/2024
Total 4841:					7,034.65		
WAUKESHA COUNTY TECHNIC	S0822550	016052100410	TRAINING	01/30/2024	85.00	255456	02/16/2024
Total 3558:					85.00		
WEDIGE RADIATOR & AC INC	203460	017954110370	CLEANING	02/13/2024	401.00	255518	02/23/2024
Total 4914:					401.00		
WI CHIEFS OF POLICE ASSOC I	10634	016052100440	ANNUAL MEMBERSHIP	12/01/2023	150.00	255519	02/23/2024
Total 3598:					150.00		
WI DEPT OF JUSTICE	L4602T JAN	016052100400	TIME ACCESS	01/01/2024	21.00	255457	02/16/2024
Total 3610:					21.00		
WI STATE LABORATORY	30024568	060664200000	LAB CERTIFICATION FEE	12/01/2023	557.00	255569	02/29/2024
	761391	060664200000	FLORIDE TEST	11/30/2023	28.00	255569	02/29/2024
	766624	060664200000	FLORIDE TEST	01/31/2024	29.00	255458	02/16/2024
Total 3628:					614.00		
WILEAG	297	016052100440	ANNUAL DUES	01/29/2024	25.00	255293	02/02/2024
Total 3633:					25.00		

Name	Invoice Number	GL Account	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
WIMMER, JOSHUA	020624	019355321560	BASKETBALL LEAGUE OFFICIA	02/06/2024	525.00	255414	02/09/2024
Total 4394:					525.00		
WISCONSIN CITY COUNTY MA	021524	015051330440	DUES	02/15/2024	50.00	255459	02/16/2024
Total 4609:					50.00		
WISCONSIN COMMERCIAL POR	2024PORTWAS	050554545390	MEMBER DUES	02/12/2024	250.00	255460	02/16/2024
Total 3667:					250.00		
WISCONSIN DNR	022924	060692600500	GROUNDWATER CERTIFICATIO	02/29/2024	50.00	255570	02/29/2024
Total 4185:					50.00		
WISCONSIN HUMANE SOCIETY	2764	017653130380	STRAY SERVICES	01/10/2024	30.00	255294	02/02/2024
Total 3673:					30.00		
WISCONSIN LIBRARY ASSOC	16161	232355110390	WLA	12/19/2023	375.00	255415	02/09/2024
	16801	232355110390	LIBRARY LEGISLATIVE DAY 202	12/13/2023	28.00	255415	02/09/2024
	19434	232355110430	LIBRARY LEGISLATIVE DAY 202	12/21/2023	45.00	255415	02/09/2024
Total 3675:					448.00		
WOJCIEHOWSKI, WARD & TAM	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	4,524.62	255338	02/05/2024
Total 3973:					4,524.62		
YENG KONG LEE & KAOCHA XI	2023 TAX REF	010112111000	2023 TAX REFUND	02/05/2024	48.32	255339	02/05/2024
Total 4982:					48.32		
ZYGOWSKI, JACOB	020724	016052100410	REIMBURSEMENT	02/07/2024	214.00	255461	02/16/2024
Total 5009:					214.00		
Grand Totals:					1,336,523.		

Report Criteria:

Detail report type printed

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Gary Peterson, Bldg. Inspector

DATE: March 15, 2024

SUBJECT: Building Inspection Monthly Report

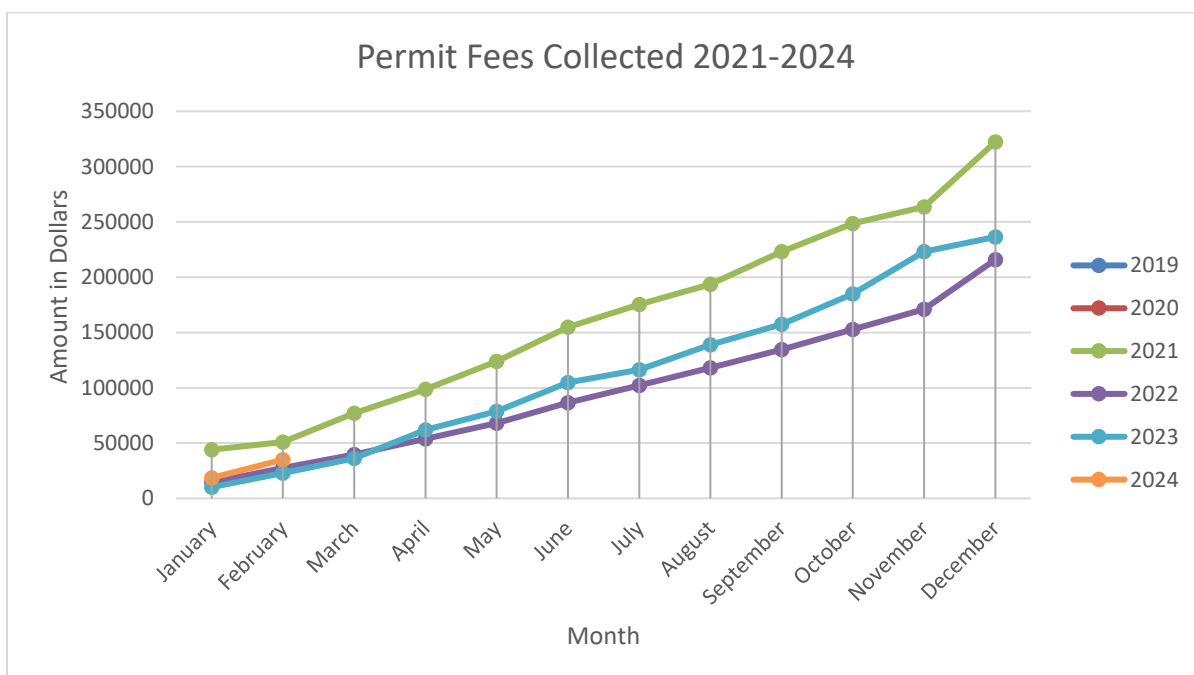
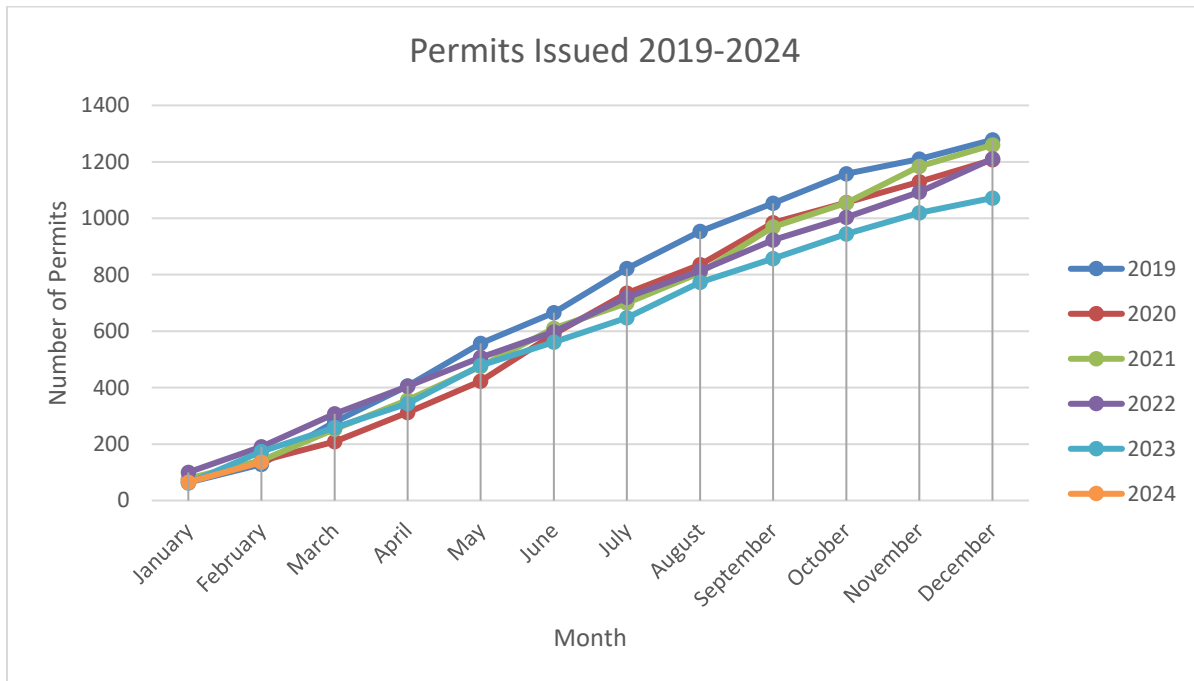
BACKGROUND: For the month of February the department issued the following type/number of permits:

Change of Occupancy - 0
Commercial and/or Industrial New – 0
Commercial Building Permit Alterations – 0
Commercial Building Permit Misc - 0
Electrical – 19
HVAC – 14
Plumbing – 23
Razing, Moving - 0
Deck – 0
Residential Driveway - 1
Fence - 0
Windows – 3
Siding - 0
Garages – 0
Misc, Reroof, Shed, Fence, Etc. – 2
Residential Foundation Repair - 0
Residential Remodeling –4
Residential New Single Family – 2
Residential New Two Family - 0
Signs – 1
Water Meter – 2
Sprinkler - 0

This is a total of 71 permits with \$16,543.68 in fees collected.

Building Inspection

The two charts below provide the number of permits issued and the fees collected during the past several years. The 2024 data will be entered monthly into the charts to make a comparison with past years. The permit fee information for 2019 and 2020 included impact fees, and therefore was not entered, as a direct comparison could not be made with 2021, 2022, and 2023.



AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Susan Westerbeke, City Clerk

DATE: January 16, 2024

SUBJECT: City Clerk Monthly Report

APRIL 2, 2024 - SPRING ELECTION / PRESIDENTIAL PREFERENCE PRIMARY UPDATE



IN PERSON EARLY VOTING BY ABSENTEE BALLOT

In Person Early Voting By Absentee Ballot is available for the April 2, 2024 Spring Election/Presidential Preference Primary **at City Hall, 100 W. Grand Ave** during the dates and times listed below. Please have an **acceptable Photo ID available** (see Wisconsin Elections Commission information for acceptable Photo ID below). For complete Elections information, please refer to Page 7 of this Newsletter or the [Elections Page](#) on the city website.



Tuesday - Friday - March 19 - 22 - 8:00am - 4:00pm

Monday-Thursday - March 25 - 28 - 8:00am - 4:00pm

Friday, March 29 - 8:00am - 5:00pm (*Only City Clerk's Office at City Hall is open on this day and all other city offices are closed)*



These Photo ID's are acceptable for voting purposes:

- Wisconsin DOT-issued Driver's License (even if driving privileges are revoked/suspended)
- Wisconsin DOT-issued Identification Card
- Military ID card issued by U.S. Uniformed Services
- U.S. Passport book or card

These Photo ID's are also acceptable for voting purposes:

- Certificate of naturalization (that was issued not earlier than two years before the date of the election)
- ID card issued by a federally recognized Indian tribe in Wisconsin
- Driver's License receipt issued by Wisconsin DOT (valid for 45 days from issuance)
- Identification Card receipt issued by Wisconsin DOT (valid for 45 days from issuance)
- Wisconsin DMV ID Petition Process Photo receipt (valid for 60 days from issuance)
- Veterans Affairs ID Card (must be unexpired or have no expiration date)
- Photo ID Card issued by a Wisconsin accredited university or college, or technical college containing the following: Date card issued, signature of student, expiration date no later than two years after date of issuance, if expired must be accompanied by a separate document that proves current enrollment (tuition fee receipt, enrollment verification letter, or class schedule)



City Clerk's Office - Election Information

Spring Election - April 2, 2024

SPRING PRIMARY/PRESIDENTIAL PREFERENCE PRIMARY



Absentee Ballot Information

- Applications to receive ballots by mail for the April 2nd Spring Election can be submitted now through March 28th.
- Applications can be submitted through [MyVote.wi.gov](https://www.portwashingtonwi.gov/departments/city-clerk/elections/absentee-early-voting) -or- by mailing in an Absentee Ballot Application to the City Clerk, 100 W. Grand Ave. The Absentee Ballot Application can be obtained and printed from the City's website at <https://www.portwashingtonwi.gov/departments/city-clerk/elections/absentee-early-voting>.
- **Note:** Photo ID is required to receive an absentee ballot.

Voter Registration

- Beginning March 14th the late registration period begins and voters must complete voter registration *In Person* at the City Clerk's Office.
- Voter Registration may also be completed on Election Day at your Polling Location prior to Voting.
- Voter registrations must include a Proof of Residency document such as WI Driver's License/WI ID, Utility Bill, Bank Statement/Credit Card Statement, Payroll Document, Real Estate Tax Bill, Document from a Unit of Government. There are additional approved document options which can be found on the City's website at <https://www.portwashingtonwi.gov/departments/city-clerk/elections/voter-registration>.
- **Note:** There is a 28-day residency requirement prior to election day to be able to submit a Voter Registration Application.

Please contact the City Clerk's office with any questions or need for assistance

- 262-284-5585 ext. 1026
- elections@portwashingtonwi.gov

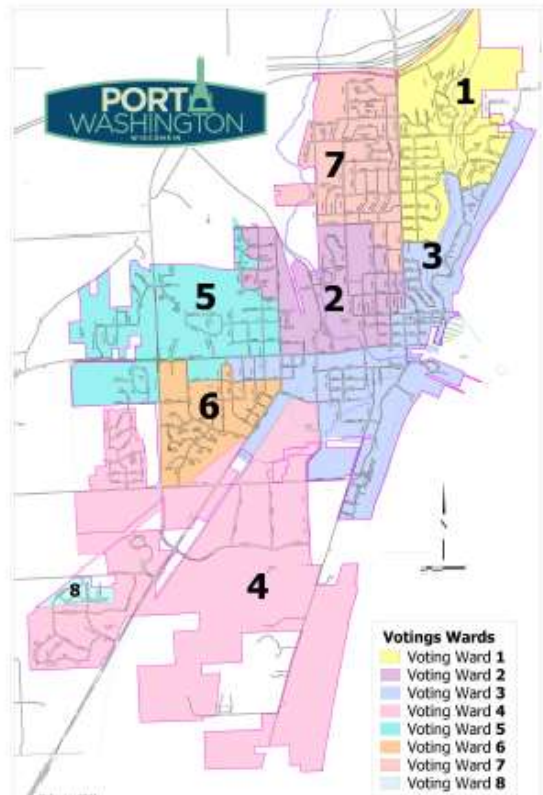


On Election Day, April 2, 2024 - Polls open at 7:00am and close at 8:00pm

Polling Locations:

- Wards 1 and 7 - St. Matthews Lutheran Church, 1525 N Grant St
- Wards 2 and 2 - City Hall, 100 W Grand Ave
- Wards 4, 5, 6 and 8 - Grand Avenue Methodist Church, 505 W Grand Ave

For individual ward maps, please use the link to the [Elections page](#) on the city website.



AGENDA ITEM MEMORANDUM

City of Port Washington

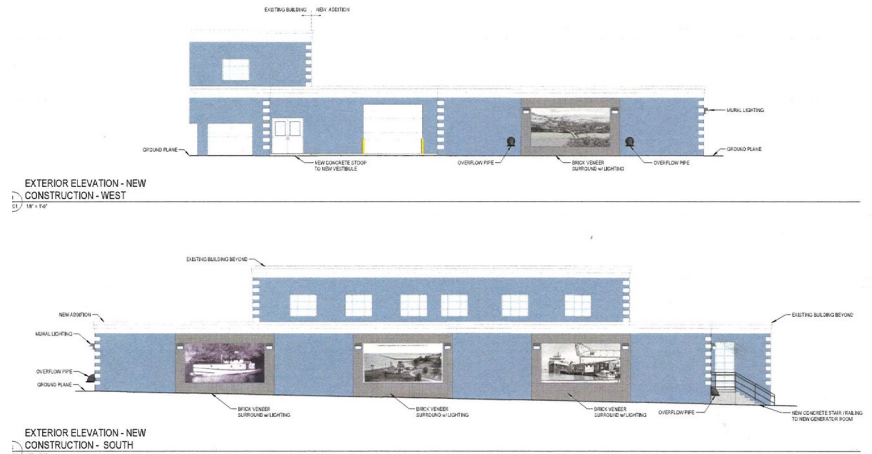
TO: Common Council

FROM: Roger Strohm, City Engineer

DATE: March 19, 2024

SUBJECT: Engineering Monthly Report

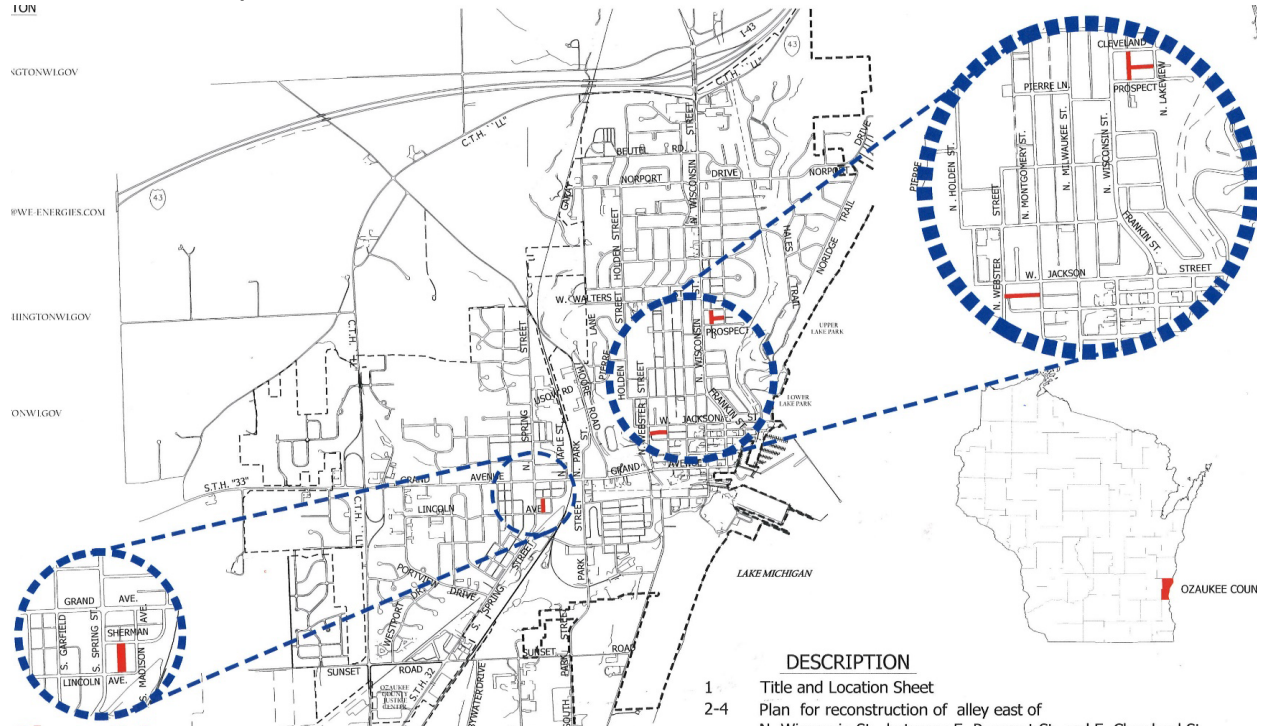
Water Plant Upgrade: We are still anticipating closing on the safe drinking water loan from the WDNR at the end of March. The timing of this is critical to match the bond payment which is due in early April. We had a meeting with CD Smith and one of their subcontractors to discuss a potential change in the foundation system that potentially is a large savings. We expect to be reviewing shop drawing submittals for the next 3 months, with groundbreaking sometime in May. We are working on getting a schedule so that we can coordinate with summer festivals .



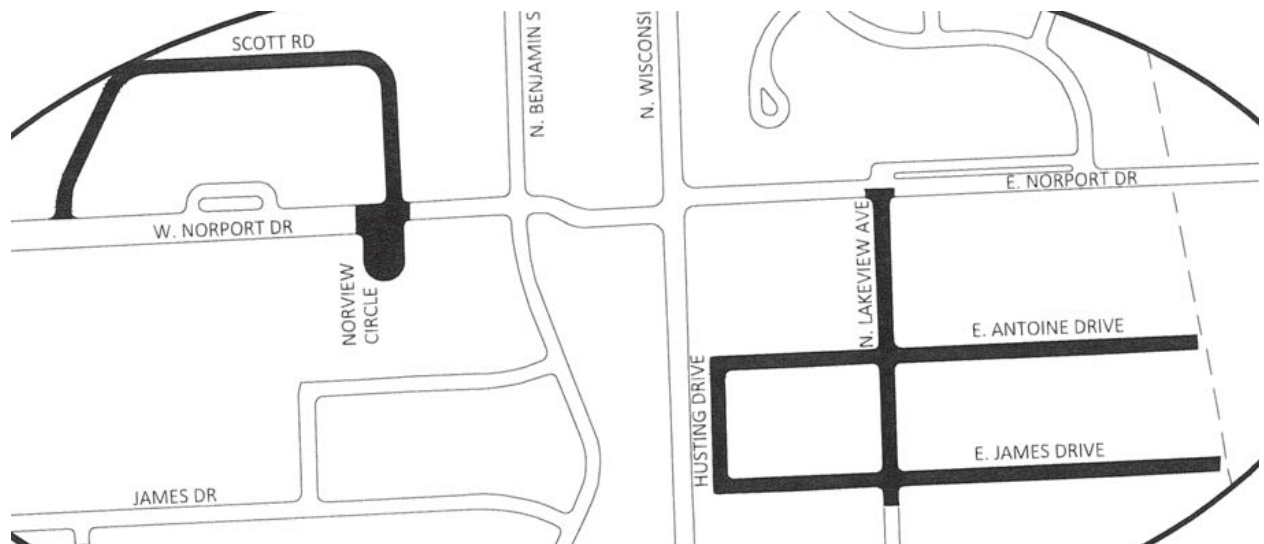
Wastewater Plant Upgrade: The contractor (August Winter) is currently submitting shop drawings for review. The Clean Water Fund Loan application has been submitted and we expect to close on that loan at the end of March. The Contractor has mobilized a construction trailer, but we anticipate the contractor will begin working on site during March.



Alley Project: The Board of Public Works awarded the contract to Forward Equipment LLC at the March 12 meeting. The alleys that will be improved in 2024 are shown below. All alleys will be constructed with concrete. We currently do not have a schedule for the start of these improvements.



2024 Road Improvement Project: This work includes the reconstruction of Scott Rd., Norview Circle, Lakeview Ave, Antoine, James, and Husting St., including water main replacements and sewer lining in certain areas. A preconstruction meeting was held on March 14. Work is anticipated to begin the week of March 18.





Bike/Pedestrian Plan: Staff has selected Toole Design Group to prepare our plan. From their website: *Toole Design was founded twenty years ago with a simple mission: to support innovative streets and dynamic communities where people of all ages and abilities can enjoy walking, biking, and access to transit. This is more than just a description of what we do; it is the lens through which we see the world around us, and it defines our approach to every project we work on.* We had a contract scoping session with them and the DOT. Currently an agreement is being drafted. Staff anticipates bringing a consultant contract to the Board of Public Works for the April 2024 meeting.

Spring Street Interceptor: Plans are 60% complete. We are working with WE Energies on a permanent easement for the sanitary sewer. The alignment takes it through the WE Energies property below the ATC power lines. Design has been paused until we get the easement from WE Energies. There is a detention pond which will require partial filling and we are currently evaluating the potential impact. These and other design issues make it likely that construction will be pushed to 2025.



Other Staff Work: Staff has also been collecting survey information at

- South Beach to expand the parking lot,
- Grand Avenue to design improvements recommended in the Downtown Plan approved in 2023,
- CTH LL to design and construct sidewalks to connect the Woods at White Pine with STH 33 and connect Sunset Road to the Interurban Bike Trail,
- Public Works Yard for the design of an additional storage building for materials and equipment,
- Kane Street and Power Street to abandon a sewer line that cross Valley Creek and reroute it to a sewer in Power Street,
- Recently completed subdivisions to update the GIS, and
- Various alleys for future improvements.

Staff has also been working on preparing maps for the upcoming election, bid district, zoning, and a parking map.

Other ongoing projects include: Identifying sewer lining outside of the 2024 Road Improvement project, repairs to the Moore Street pedestrian bridge, and the Pierre Lane road bridge, engineering review and coordinating inspection of private developments.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

**FROM: Jon Crain Superintendent of
Parks & Forestry**

DATE: March 19, 2024

SUBJECT: Parks & Forestry Monthly Report

This past month has had us on a variety of projects. The forestry crew is going strong working on tree removals with our new lift. Our tree removals are done throughout the winter to prepare for our upcoming planting season. This has allowed us to access many areas that we were not able to with the bucket truck.

We had the forest products specialist from the DNR come in and do a presentation about the benefits of biochar. We then did a demonstration at Birchwood Hills nature preserve. Biochar is made from burning down wood waste to a coal form prior to turning into ash. It is then used as an additive to increase the nutrients in soil.

Together with cooperation from the street department we removed all the gutter stones from the pool. Last year we found a leak in the pool and were able to operate, but the leak still needed attention. On the back wall of the gutter a seam has expanded over time with the freezing and thawing of the ground around the area. Our staff has removed the gutter stones to allow the restoration crew to grind and clean the seam followed by installing new backer rod and specialty caulk.

Lastly, together with the street department, we have been working on a new project collaborating with the Rotary Club. The club has raised funding to install two new sand volleyball courts in Upper Lake Park. These will be located to the west of Possibility Playground. The Rotary Club has raised the money to pay the material and ground restoration costs while the city is providing all of the labor and trucking. This double sand court is replacing the single grass court that was originally there. This will allow for tournaments to be held for the high school teams in the future.

In Valley Creek, Stantec has begun removing invasives along the western edge of Upper Lake Park. The City has partnered with the American Bird Conservancy (ABC) who has secured a \$330,000 grant from the National Fish and Wildlife Foundation to leverage existing partnerships with municipalities and non-profits to initiate and expand on-going restoration at eight coastal preserves which provide over 700 acres of protected conservation lands in Manitowoc, Sheboygan and Ozaukee counties in Wisconsin. ABC

has also partnered with Glacierland RC&D and Stantec Consulting Services Inc to complete the restoration across all eight preserves. Approximately \$30,000 has been allocated to City of Port Washington to support ecological enhancements within the Valley Creek corridor. Restoration tasks will include invasive species removal and control, and native plantings. Work is expected to be completed by mid-March, weather permitting. In April and May, Stantec will utilize herbicide treatments to prevent regrowth of the invasives. This will be repeated in Spring 2025, and native trees will be planted (with cage protection from deer). There will be minimal in-house staff time needed for this, and no local monetary contribution is required. Photos showing the impact of the project are shown on the next page.



Before



After

Tree Removal Over High School Track



Cooling Biochar

Gutter Stone Removal



Volleyball Court Construction

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Dennis Cherny, Harbormaster

DATE: March 19, 2024

SUBJECT: Marina Monthly Report



Dockside Pump Out Grant Update!

From the DNR on 2/28/24:

“Good news! DNR received the federal Clean Vessel Act grant award from USFWS for your pump-out replacement. The next step is to execute a subaward agreement between DNR and the City to pass-through these funds. That’s in progress. I expect we’ll have an agreement ready for the City’s signature in about 2 weeks”.

This is exciting news! They are looking at a start-date of 3/15/24 for the subaward agreement. Marina staff will start the removal of the old pump out and installation of the new pump out system next week.



On February 27th the DNR started the fingerling delivery season. The marina received a total of 38, 272 Brown trout in three truck loads. Thankfully there were no seagulls, mergansers, and other waterfowl to feast on the fish giving them time to acclimate to the water for a better survival rate. The marina looks forward to deliveries of Coho and Chinook early spring.

The marina office continues to see transient reservations steadily coming in for the summer season. There have also been (2) “Loopers” that have made reservations to stay for the first couple of months of the season as they get ready to start their journeys on the “Great Loop”.

Season Launch passes continue to sell as people are looking forward to the April 1st opening of the marina. Fishing remains slow by water and shore. We are hopeful that this will start to pick up soon!

Pictures from the afternoon of February 22nd. There wasn't a ripple on the water that it looked like glass!



AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council **FROM:** Dan Buehler, WWTP Supt.

DATE: March 19, 2024

SUBJECT: March Activity Report

BACKGROUND: The following report documents February Wastewater Treatment Plant accomplishments, upcoming projects in March, and planned and forecasted activities for April.

ATTACHMENTS: See Report and Pictures Below.

February Accomplishments

- January Spreadsheet for Hauler Discharge inventory and Industrial surcharges submitted to City Hall for invoicing.
- Completed January Discharge Monitoring Report and submitted to DNR.
- Completed Arsenic, Total Nitrogen, and Mercury testing for upcoming 1st Quarter report.
- Completed many Lift Station and Plant work orders regarding inspections and preventative maintenance.
- Ordered and received Ferrous Chloride.
- Ordered other various supplies for the lab, plant, and lift stations.
- Ordered 60 new bulbs to replace 1 bank of UV system.
- We continue to process and log submittals for the WWTP upgrades project as they arrive – much of the equipment is being ordered currently.
- Next Electric added another job trailer to site – this is in addition to the August Winter Trailers.
- Down-loaded plant effluent temperature data logger information and transferred to the February DMR.
- Operators replaced parts/ rebuilt our old push lawn mower.
- Energenecs corrected communication issue at lift station 2.
- Ordered valves for valve replacement projects at lift station 3 and lift station 6.
- Ordered valves for WWTP upgrades projects.
- A new polymer make-down unit arrived and was installed by operators. This unit serves the anaerobic digesters and assists in thickening sludge before final storage (see photo).
- Dan and Jesse attended Government Affairs Seminar in Fond du lac. This seminar focused on updates of the latest DNR regulations and discussions on possible future regulations (PFAS).
- Roger, Tim, and Dan attended the Southeast Wisconsin Wastewater Operators Association meeting in Saukville at the Bog.
- Completed Wisconsin Tier II Haz. Material Inventory report and submitted to the state with payment.
- Calibrated new toxic gas monitors with new calibration gas – everything looking good.
- Spent a lot of time refilling individual UV module canisters with cleaning chemical – racks are now a lot cleaner since we covered the clarifiers!
- Finished with getting quotes for new generator – will be brought soon to board of public works (likely April).

- Both quotes obtained for replacing Drive at lift station 2. Still need to ensure that both quotes are close to identical.

March Projects

- Monthly discharge monitoring report to complete.
- Work with operators on lift stations and Plant Standard Operating Procedures, time permitting.
- Complete end-of year reporting for mercury, work on 2023 annual WWTP report (City report)
- Complete trimming work on 3 of 4 covers that are contacting the clarifier catwalks. Work to be completed in the last two weeks of March.
- Getting a quotation from another lab service provider to potentially take over the work that a different lab is currently providing.
- Replace pressure monitoring ring on discharge of sludge storage pump if part comes in this month.
- Tim, Jesse to attend Biosolids conference in Stevens Point on March 19.
- Perform full maintenance routine on our newest blower, i.e., oil and filter change, air filter replacement, clean heat exchangers.
- Energenecs to complete upgrading SCADA computer and plant control station computers and touchscreens (This is an every 5-to-7-year routine maintenance process). We are also upgrading/ updating our data logging and reporting system that relates to our plant monthly discharge monitoring reports.
- Working with DD Williamson (Givaudan Co.) on potentially reducing or eliminating the intensity of the colored wastewater they discharge. Color can interfere with the efficiency of UV treatment. The WWTP is more closely monitoring and logging color information for this company to provide better feedback to their operation.
- August Winter is continuing Demo work inside the large Digester (see photo).
- We are working on selling the old blower we just removed from the blower building. We will likely sell it to the company that bought our last blower removed.
- Finish annual wastewater report.
- Received 2 quotes to repair air make-up system in the blower room. We are looking to get this work done in the next 45 to 60 days (before summer).
- Working on getting replacement seal parts for a bar screen gate that will not seal – we will need this to be working prior to the new bar screen installation.
- Energenecs and Total Energy Systems (generator service provider) to troubleshoot Lift station 5 issue with data reporting from the Generator to lift 5 control panel.

Upcoming in April

- Normal monthly reporting.
- Begin working on annual CMAR reporting.
- Plant/Lift Station SOP's.
- Due to material delays, August Winter will now begin work on aeration piping stands for the new aeration piping in April. This work will likely carry over into May.
- If new valves arrive, we can complete the valve replacement projects at lift stations 3 and 6.
- Additional work from Energenecs needs to be done to fully convert from old reporting system to new XL reporter so that future DMR reporting is possible. Possibly to be completed in March but will affect the report filed in April so could be done at that time.



Figure 1 - Demo of pumps and piping



Figure 2- New polymer make-down unit for digested sludge.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Dan Fisher, Water Utility Superintendent

DATE: March 19, 2024

SUBJECT: Water Utility Monthly Report

February Activities:

Residential Meter Reading: Field Operators walked most of the City to collect all manual meter reads. This process, on average, takes three to five days using four operators to complete. Weather and field activities might extend the desired completion date. There are still over 2,000 manual read meters still left in the system.



Fire Hydrant Repair: Field staff responded to a call that a car struck and damaged a fire hydrant on East Whitefish Road. The upper nozzle section was broken off from the collision. However, this is by design. All fire hydrants in the City are “dry barrel” hydrants. This means that when the hydrant is not in use, the water in the pipe drains out of weep holes that are positioned on the bottom part of the barrel underground. This prevents water from freezing in cold weather and allows for a “break-away” flange. The flange is designed to break off on impact at ground level sparing any damage to the rest of the hydrant or valve.

No water was lost, and operators made the repair to the hydrant and had it back in service within a matter of days.

WTP Transformer Removal: Work that needs to be completed before the start of the WTP project is underway. WE Energies removed one of two transformers needed to start the construction on the south portion of the Water Treatment Facility. This section will house two new



190,000 gallon clear wells (used to store finished water), a new high-lift pump room (pumps finished water into the distribution system), a new ultraviolet (UV) disinfection system (effective at eliminating 99.99% of living organisms in water), and a utility garage.

Residential Water Meter Change-Outs: The Water Utility is continuing on the path of changing out over 2,000 meters by the end of 2026. The Utility is switching from a manual read meter to an

automated reading system. This process is mandated and monitored by the Public Service Commission (PSC). The new meter is a radio based automatic read meter. This meter will be able to give Utility staff real time reads. This can help with high water usage and potential water leaks. If you receive a letter from the Utility, please read and schedule your appointment accordingly. A typical water meter change out will take 15-30 minutes to complete. There is NO COST to a homeowner.

Old Meter



New Meter



Future Activities:

WTP Upgrade: Staff continues to regularly meet and plan for the future WTP upgrade. The backup generator is now slated to be delivered in May, instead of late June. The new generator needs to be installed before any major electrical work or excavation on the south portion of the property can start.

The WTP improvements include replacing rapid mix equipment, reconstructing existing filters, installation of new low lift, backwash, sledge, clarifier drain, and intermediate pumps, replacing chemical feed equipment, addition of new chlorine contact clearwell and equalization tanks, a new high service pump facility, the addition of UV treatment and a utility garage.

Residential Water Meter Change-Outs: Field Operators will continue to replace hundreds of water meters throughout the system. We expect to keep busy most of March and April with the installations. A cross-connection inspection, a clearwater inspection and a service line inspection is all completed during the change-out appointment.

LCRR Service Line Inventory: The 2021 Federal Lead and Copper Rule Revision (LCRR) requires every public water system to submit a complete service materials inventory list by October 16th, 2024. Staff will continue to update and complete the needed information in order to meet the WDNR's deadline. This process will take hours of records research as well as many hours for staff to physically identify individual service lines. Because of the timeline and complexity, staff has contracted CDM Smith and City Water to help with the inventory and to help create a Lead Service Line Replacement Program for the City.

City Water has started the materials inventory by combing through City plans and records. They will utilize our geographic information system (GIS) to help gather and track the data collection. CDM Smith will simultaneously start to work with City staff to develop a new replacement plan. The plan will be completed by the end of August and will be presented to the BPW before completion.

Locates: Field Operators continue to complete daily, and emergency utility locates through Digger's Hotline.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: JD Hoile, Street Commissioner

DATE: March 19, 2024

SUBJECT: Streets Division Monthly Report

Street Sweeping

The Streets Division is taking advantage of the warm weather and started street sweeping on March 6th. Two sweepers were sent out to start making their way through the entire city. The city will sweep every lane mile within the city including Coal Dock Park, Lower Lake Park lots, the Marina parking lot and center of Cul-du-Sacs where snow was stored from winter. Typically, Spring Street sweeping is done in April or even early May but with no snow in the gutter lines and warm weather its important to try and get all the debris up before heavy spring rains wash it into the catch basins.

Volleyball Court

The Streets Division is nearing completion of the volleyball court in Upper Lake Park. Using the track skid loader and Excavator the project has gone very smooth so far. Over 60 yards of stone were hauled in along and spread with drain tile for a drainage system. 280 yards of mason sand will be spread giving the court a depth of 1 foot of sand. The poles have been installed and over 80 trucks of fill have been hauled in and spread with the southwest corner of the court needing to be raised 4 feet to make the court level. Five more loads of sand need be hauled in and spread along with topsoil, seeding, and straw blanket and the streets division contribution to this project will be completed. This will be done in the next week or two once the area dries out allowing us to get the machines back into the project.



Shop

The shop spent over 2 weeks working on our 2008 Vac All street sweeper which was in much need of some repairs and maintenance. The work included rebuilding the sweep gear, installing a new water tank, all new water hoses, flushing the radiator, along with all yearly maintenance. They also were able to get all the maintenance done on our 2021 Elgin Street Sweeper allowing us to get them out early in the year. They are now working on replacing an EGR on one of our 5-yard plow trucks and fixing a broken rear spring and fan clutch on the water departments tandem truck along with any minor repairs that come up throughout the week.

Signs

Sign replacement of Lake Ridge subdivision has been completed. The streets division is now moving to Bley and Westport Meadow Subdivision for outdated and faded sign replacement.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Bob Harris, Director of Planning & Development

DATE: March 19, 2024

SUBJECT: Planning Department Monthly Update

Zoning Code Re-Write Update: The process to re-write the City's zoning code is underway. Since the contract with the City's consulting team was executed at the end of this past year, several tasks have been undertaken or completed:

- Information and data sharing with the consulting team
- An adopted public engagement plan by the Plan Commission
- Creation of an introductory video by the Mayor to be posted on the City's website and social media platforms
- Update of the City's zoning map
- Identification of interview and focus groups as part of the public engagement process
- Start of review of the City's current zoning code

What's Upcoming:

- Dedicated project webpage on City website
- Scheduling of interviews and focus groups
- Create on-line community survey
- First open house and joint Common Council and Plan Commission meeting planning
- Reminder: Tentative final zoning code draft is summer/fall of 2025

1	Phase 1: Initiation & Data Gathering
a	Host project kick-off meeting
b	Pre-meeting with Mayor (before kick-off)
c	Compile relevant files & GIS data
2	Phase 2: Research & Engagement
a	Review relevant documents/plans
b	Site visit
c	Current Code review; create annotated outline & discussion draft
d	Create community engagement plan
e	Launch & monitor project website & survey
f	Stakeholder Interviews (up to 8 meetings)
g	Create engagement video
h	Host 1 public Open House
i	Host joint committee meetings (up to 2)

3	Phase 3: Drafting & Refinement
a	Draft revised Code chapters
b	Draft recommendations for Subdivision of Land ordinance (no portion of Ch. 478 will be amended, repealed, or recreated as part of this Project)
c	Draft form-based Code for key parts of the Downtown
d	Coordinate City staff review of drafts; incorporate feedback
e	Develop graphics
f	Coordinate legal review, with all such legal services performed by Municipal Law & Litigation Group, S.C. at GRAEF's expense.
4	Phase 4: Formalization & Adoption
a	Present final draft at Plan Commission meeting
b	Present final draft at Common Council meeting
c	Conduct City staff training session
5	Ongoing Coordination
a	Host working meetings with City Staff (up to 4 meetings)
b	Attend quarterly Plan Commission meetings (up to 4 meetings)
c	Participate in regular check-in meetings

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Rob Vanden Noven, Director of Public Works

DATE: March 19, 2024

SUBJECT: Consideration and Possible Action on a National Fish and Wildlife Foundation Grant Agreement for Creating a Resilient and Sustainable Valley Creek Corridor

ISSUE: Should the City accept a \$915,000 grant from the National Fish and Wildlife Foundation (NFWF) for the purposes of Creating a Resilient and Sustainable Valley Creek Corridor?

STAFF RECOMMENDATION: Staff Recommends accepting a \$915,000 grant from the National Fish and Wildlife Foundation for Creating a Resilient and Sustainable Valley Creek Corridor.

RECOMMENDED MOTION: I move to approve the staff recommendation.

BACKGROUND/DISCUSSION: In response to recent flooding, streambank erosion and stream downcutting threatening existing sewer and water utilities that run alongside or underneath Valley Creek, combined with significant vegetation loss caused by invasives and erosion, the City has responded by researching solutions to these problems as well as the funding sources to pay for them. In 2023, with the assistance of the Lakeshore Natural Resources Partnership and Stantec, the City applied for a grant to provide 60% engineering plans from NFWF to create a resilient and sustainable Valley Creek. In January 2024, it was announced that the City of Port Washington would be the recipient of a grant for \$915,000. The grant will also fund engineered solutions for flooding, human access, conservation, and protection of the bike trail and various street crossings. At the Common Council meeting, Melissa Curran, Environmental Scientist/Botanist for Stantec, will provide a presentation on the grant and its objectives.

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources.
2. **Impact on Strategic Direction:** This grant will position the City to address ongoing concerns in the Valley Creek Corridor.

LEGAL:

1. **City Attorney Review:** Yes
2. **Legal Comments & Conclusions:**
3. **Statutory References:**

FISCAL IMPACT:

1. **Amount of Recommendation/Cost of Project:**
Initial Project Cost Estimate: 1,735,000
Approved Budget Project Cost: 1,735,000

Prior Year Expenditures: \$0

Total Project Costs to Date: \$0

2. Source of Funding: \$915,000 grant + \$365,000 match = \$1,280,000

3. Operating and Maintenance Cost: N/A

Local match will be provided by \$100,000 from the Capital Fund, \$100,000 from a NOAA grant for Guenther Pond 60% engineering plans, \$135,000 from the US Fish and Wildlife Service grant supporting restoration at Birchwood Hills and \$30,000 in ongoing operational expenses associated with maintenance within the watershed over the next two years. Other 2024 local investment in Valley Creek includes a portion of the \$109,000 budgeted for Stantec's City-wide stormwater planning efforts (\$48,000 DNR non-point pollution planning grant), a NFWF/SOGL (Sustain Our Great Lakes) grant from the American Bird Conservancy for \$40,000 invested in Birchwood Hills and Upper Lake Park invasive removal and native species planting, a portion of the \$150,000 grant from the Fund for Lake Michigan (approx. \$40,000) for Valley Creek, and a pending Bipartisan Infrastructure Law (BIL)/Wisconsin Coastal Management Grant Program (WCMP) grant for \$500,000. Additionally, the City's 2024 street improvement project is located within the watershed, making the catch basin construction component eligible to be used as local match.

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: N/A

PUBLIC OUTREACH: In addition to the City's partnerships with LNRP and the Ozaukee County Stormwater Coalition, the American Bird Conservancy, and Glacierland, the NFWF grant includes \$65,000 to be spent on Public Outreach.

IF APPROVED, NEXT STEPS:

Bring task order for consultant services to the Board of Public Works at the April meeting.
Continue seeking grants for ongoing design and construction costs.

ATTACHMENTS:

Project Descriptions from Capital Budget
NFWF Grant Agreement

2024 Capital Budget

Capital Purchase Supporting Document

Project Name: Valley Creek Design
Project Manager: Roger Strohm
Estimated Cost: \$1,500,000
Account Number: 42-42-58500-303
Funding Source: Grants

Detailed description and justification for purchase:

This project is being developed to reduce the bank erosion occurring along Valley Creek, protect sanitary sewers crossing and running alongside the creek, protect existing watermain from being undermined, protect the bike path from failure, reduce the potential for flooding of E. Norport Drive, Hales Trail, and N. Lake Street, and remove invasive species growing along the corridor. This project also has the potential to better connect the stream corridor to Upper Lake Park.

Reconstruction of E. Norport Drive and improvements at Birchwood Hills Nature Preserve are also part of this project. This is a complicated project requiring interdisciplinary design.



2024 Capital Budget

Capital Purchase Supporting Document

Project Name: Valley Creek Improvements
Project Manager: Roger Strohm
Estimated Cost: \$100,000
Account Number: 42-42-58500-304
Funding Source: Reserves / Sewer

Detailed description and justification for purchase:

This project is being developed to reduce the bank erosion occurring along Valley Creek, protect sanitary sewers crossing and running alongside the creek, protect existing watermain from being undermined.

A budgeted amount for local share helps considerably with obtaining grants. Having money budgeted will also provide for emergency repairs that could be required by future intense storm events.



2024 Capital Budget


Capital Purchase Supporting Document

Project Name: Valley Creek Habitat Restoration
Project Manager: Roger Strohm
Estimated Cost: \$135,000
Account Number: 42-42-58500-305
Funding Source: Grant

Detailed description and justification for purchase:

This \$135,000 grant from the US Fish and Wildlife Service (an agency under the US Dept of the Interior) requires no local contribution and is for enhancing the adaptability of habitats in the Valley Creek watershed to sustain migratory birds, bats, and pollinators. This work will focus on Birchwood Hills to remove invasives and plant native trees, and increase the diversity of the open meadow habitat, to provide nectar sources, nesting, and over-wintering habitat for a variety of native pollinators, grassland birds, and wildlife. Additionally, in the NW corner of Upper Lake Park, deep rooted vegetation will replace turf grass to improve pollinator habitat, decrease stormwater runoff and reduce bank erosion. This project fulfills one of the goals listed in the Comprehensive Outdoor Recreation Plan for Upper Lake Park at no cost to residents.



	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 80456	2. NFWF GRANT ID: 0318.24.080456	
		3. UNIQUE ENTITY IDENTIFIER (UEI) HMBEJA9Y3K65	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Port Washington		
7. NFWF SUBRECIPIENT CONTACT Robert Vanden Noven 100 W. Grand Avenue P.O. Box 307 Port Washington, WI, 53074 rvandenoven@cpwwi.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Caleb Hall-Arnett National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 caleb.hall-arnett@nfwf.org		
9. PROJECT TITLE Creating a Resilient and Sustainable Valley Creek Corridor (WI)				
10. PROJECT DESCRIPTION Identify nature-based solutions to mitigate Valley Creek’s unstable condition, while building ecosystem and community resiliency within an important Lake Michigan coastal tributary. Project will develop 60% designs for 1.8 miles of urban stream restoration, two culvert upgrades, daylighting of the 550 foot box culvert, and restoration of the estuary and floodplain wetland.				
11. PERIOD OF PERFORMANCE January 1 st , 2024 to December 31 st , 2025		12. TOTAL AWARD TO SUBRECIPIENT \$915,000	13. TOTAL FED. FUNDS \$915,000	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT \$235,000		16. NON-FEDERAL MATCH REQUIREMENT \$130,000		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project’s period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, Obligations, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.R561	09/15/2023	NA23NOS4730220	\$32,160,000	\$598,717.64	05/30/2028	11.473
National Oceanic And Atmospheric Administration	FC.R520	05/03/2022	NA22NOS4730114	\$32,939,000	\$316,282.36	05/31/2027	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDED OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Submit Annual Financial Report	January 1 st , 2025
Submit Interim Programmatic Report	January 1 st , 2025
Submit Interim Financial Report	April 1 st , 2024
Submit Interim Financial Report	July 1 st , 2024
Submit Interim Financial Report	October 1 st , 2024
Submit Interim Financial Report	January 1 st , 2025
Submit Interim Financial Report	April 1 st , 2025
Submit Interim Financial Report	July 1 st , 2025
Submit Interim Financial Report	October 1 st , 2025
Submit Final Financial Report	March 31 st , 2026
Submit Final Programmatic Report	March 31 st , 2026



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement

for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.R520

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

If applicable, and pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. --
1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IJIA, § 70917(c)(1).

Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making

future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

- e. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a. *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

- d. *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e. By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f. The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

FC.R561

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms%20and%20Conditions%20-%2012%20November%202020%20PDF_0.pdf. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information

Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

- b) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d) Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or

scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

- b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

If applicable, and pursuant to the Infrastructure Investment and Jobs Act ("IIJA"), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining

the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at whitehouse.gov/omb/management/made-in-america.

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. --

1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IIA, § 70917(c)(1).

Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform the NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

Invasive Species Control.

Pursuant to Executive Order # 13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. The NFWF Subrecipient is expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, the NFWF Subrecipient should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$5,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: General Government & Finance Committee; Common Council

FROM: Mark Emanuelson, Finance Director / Treasurer

DATE: Tuesday, March 19, 2024

SUBJECT: Resolution 2024-01, Bond Anticipation Notes (BAN).

ISSUE: Should the Common Council approve resolution 2024-01 authorizing the redemption of the city's taxable water system revenue bonds anticipation notes, series 2021, dated October 28, 2021.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2024-01.

RECOMMENDED MOTION: "I move to approve Resolution 2024-01 authorizing the redemption of the city's taxable water system revenue bonds anticipation notes, series 2021, dated October 28, 2021" OR "Move to approve staff's recommendation."

BACKGROUND/DISCUSSION: As part of the closing process on the Safe Drinking Water Loan to fund the Water Plant Renovation Project, the current outstanding BAN must be paid off by the Friday after closing, which is currently scheduled for Wednesday April 24, 2024.

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources
2. **Impact on Strategic Direction:** Addressing the replacement of City facilities has been recognized as a key strategic governance initiative.

LEGAL:

1. **City Attorney Review:** Yes
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

1. **Amount of Recommendation/Cost of Project:** \$21,505,374
Initial Project Cost Estimate: N/A
Approved Budget Project Cost: N/A
Prior Year Expenditures: N/A
Total Project Costs to Date: \$1,064,263 through 12/31/23
2. **Source of Funding:** Safe Drinking Water Loan
3. **Operating and Maintenance Cost:** TBD

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: The General Government and Finance Committee will review the item prior to the Common Council meeting.

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: Staff will close on the Safe Drinking Water Loan and make payment for the redemption of the 2021 BAN.

ATTACHMENTS: Resolution 2024-01.

RESOLUTION NO. 2024-01

RESOLUTION AUTHORIZING THE REDEMPTION OF THE CITY'S
TAXABLE WATER SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2021,
DATED OCTOBER 28, 2021

WHEREAS, the City of Port Washington, Ozaukee County, Wisconsin (the "City") has outstanding its Taxable Water System Revenue Bond Anticipation Notes, Series 2021, dated October 28, 2021 (the "2021 BANs");

WHEREAS, the Common Council has determined that it is necessary and desirable to call the 2021 BANs for redemption on April 26, 2024 with funds to be received from the issuance of water system revenue bonds to the State of Wisconsin Safe Drinking Water Loan Program;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City, that the 2021 BANs are called for prior payment on April 26, 2024 at the price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Further, the City Clerk shall cause the funds necessary to redeem the 2021 BANs to be provided to The Depository Trust Company.

Adopted, approved and recorded March 19, 2024.

Theodore Neitzke IV
Mayor

ATTEST:

Susan L. Westerbeke
City Clerk

(SEAL)

EXHIBIT A

NOTICE OF FULL CALL*

Regarding

CITY OF PORT WASHINGTON
OZAUKEE COUNTY, WISCONSIN
TAXABLE WATER SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2021
DATED OCTOBER 28, 2021

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bears interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on April 26, 2024 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2024	\$960,000	0.65%	735626DM2

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 26, 2024.

Said Notes will cease to bear interest on April 26, 2024.

By Order of the
Common Council
City of Port Washington
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 26, 2024 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: General Government & Finance Committee; Common Council

FROM: Mark Emanuelson, Finance Director / Treasurer

DATE: Tuesday, March 19, 2024

SUBJECT: Consideration and Possible Action on a Municipal Advisory Agreement with Wisconsin Public Finance Professionals, LLC for the \$21,500,000 Safe Drinking Water Loan.

ISSUE: Should the Common Council approve a Municipal Advisory Agreement with Wisconsin Public Finance Professionals, LLC for the \$21,500,000 Safe Drinking Water Loan?

STAFF RECOMMENDATION: Staff recommend engaging Wisconsin Public Finance Professionals, LLC for the 21,500,000 Safe Drinking Water Loan.

RECOMMENDED MOTION: “I move that the Municipal Advisory Agreement with Wisconsin Public Finance Professionals, LLC for the \$21,500,000 Safe Drinking Water Loan be approved.”
OR “Move to approve staff’s recommendation.”

BACKGROUND/DISCUSSION: The attached Municipal Advisory Agreement from Carol Wirth, Wisconsin Public Finance Professionals, LLC, is an engagement letter to serve as the City’s municipal advisor for the \$21,500,000 Safe Drinking Water Loan. The letter identifies what the role of municipal advisor will be for this transaction. The Municipal Advisor fees for these services are \$15,000.

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources.
2. **Impact on Strategic Direction:** By issuing this debt it allows the City to make the needed improvements to the city’s water treatment plant.

LEGAL:

1. **City Attorney Review:** No
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT: \$15,000.

1. Amount of Recommendation/Cost of Project:

Initial Project Cost Estimate: N/A
Approved Budget Project Cost: N/A
Prior Year Expenditures: N/A
Total Project Costs to Date: N/A

2. Source of Funding: N/A

3. Operating and Maintenance Cost: N/A

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: The General Government and Finance Committee will review the item prior to the Common Council meeting.

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: Staff will continue to work with Wisconsin Public Finance Professionals, LLC to complete the debt financing plan outlined.

ATTACHMENTS:

- Municipal Advisory Agreement, Wisconsin Public Finance Professionals, LLC.



WISCONSIN

Public Finance Professionals, LLC

155 South Executive Drive, Suite 211 | Brookfield WI 53005

414-434-9644 | Fax 414-226-2014 | wipublicfinance.com

Municipal Advisory Agreement

City of Port Washington, Ozaukee County, Wisconsin

Water Treatment Plant Upgrade Project No. 4883-03

State of Wisconsin Safe Drinking Water Loan 2024

Wisconsin Public Finance Professionals, LLC (“WFPF”) is a “municipal advisor” as defined by the Securities and Exchange Commission (“SEC”) Final Rule adopted September 18, 2013. WFPF is registered and regulated by the SEC and the Municipal Securities Rulemaking Board (“MSRB”). The City of Port Washington, Ozaukee County, Wisconsin (“City”), hereby retains WFPF to serve as its “Municipal Advisor” in accordance with the terms and conditions of this Municipal Advisory Agreement (“Agreement”) effective the date of execution (the “Effective Date”). As Municipal Advisor, WFPF will have fiduciary duties, including a duty of care and a duty of loyalty. WFPF is required to act in the City’s best interests without regard to its own financial and other interests.

MSRB Rule G-10 and G-42 Notifications, Disclosures of Conflicts of Interest and Other Information

As a Municipal Advisor registered with the MSRB and the SEC, WFPF is required to provide certain notifications, disclosures and information to the City, in writing, no less than once each calendar year. Included on the last page of the Agreement are notifications and disclosures in accordance with MSRB Rule G-10 regarding a brochure available on the MSRB’s website at www.msrb.org that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority; and, disclosures in accordance with MSRB Rule G-42 related to conflicts of interest and other information. All municipal advisory services are performed by employees of WFPF. WFPF has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest. Carol Ann Wirth is the responsible party for WFPF in its relationship with the City.

Scope of Municipal Advisory Services

WFPF is engaged by the City as its Municipal Advisor to provide certain services with respect to the State of Wisconsin’s Safe Drinking Water Loan for the Water Treatment Plant Upgrade (the “Project”). The Safe Drinking Water Loan (“SDW Loan”) will be a \$21,505,460 taxable water revenue bond issued to the State of Wisconsin as a “direct borrowing” and not a municipal security. The Safe Drinking Water Loan Program is part of the Wisconsin Environmental Improvement Fund, a state revolving loan fund that combines federal capitalization grants with state funding to provide affordable financial assistance to municipalities.

(a) Services to be Provided:

1. Evaluate Federal and State funding programs for the Project as requested by the City
2. Participate in conference calls with City Administration, City staff and City’s consulting engineers

3. Coordinate information requests from Wisconsin Department of Administration (“DOA”), Department of Natural Resources (“DNR”), City Administration, City staff and City’s consulting engineers
4. Provide DOA and DOR with documentation and confirmation of existing Water Utility revenue bonds borrowing resolutions, Official Statements and debt repayment information.
5. Assist City with application to DOA for variance from the SDW Loan tax-exempt bond requirement to preserve the City’s 2024 bank qualified limit for capital project issuance.
6. Attend meetings of City’s Common Council and Finance Committee
7. Review and coordinate with Bond Counsel retained by City, DOA and DNR, borrowing documents for approval by the Common Council, and for Bond Counsel to issue an unqualified opinion approving the legality and tax status of the SDW Loan
8. Coordinate execution of SDW Loan documents
9. Provide such other usual and customary municipal advisory services as may be requested by City including services related to debt payments, debt management and preliminary structuring of potential future issues, credit management and continuing disclosure requirements

(b) Limitations on Scope of Municipal Advisory Services. The Scope of Municipal Advisory Services is subject to the following limitations:

(i) The scope of services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Municipal Advisory Services.

(ii) The Scope of Municipal Advisory Services does not include tax, legal, accounting or engineering advice with respect to the SDW Loan or in connection with any opinion or certificate rendered by counsel or any other person at closing; and, does not include review or advice on any feasibility study.

(c) Amendment to Scope of Municipal Advisory Services

The Scope of Municipal Advisory Services may be changed only by written amendment or supplement to the Scope of Municipal Advisory Services described herein. The parties agree to amend or supplement the Scope of Municipal Advisory Services described herein promptly to reflect any material changes or additions to the Scope of Municipal Advisory Services

Municipal Advisor’s Regulatory Duties When Servicing City

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to City’s determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about City and the authority of each person acting on City’s behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term of this Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2025. This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of termination, the Municipal Advisor shall be paid in full for any services performed to the date of that termination at the normal hourly rates (\$195/hour professional staff, \$95/hour support staff) for time actually spent. WPPF may not assign this Agreement without the City’s prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Compensation - Fees and Expenses

WPFP’s fee for services performed under this Agreement shall be \$15,000. WPFP’s fee includes all necessary in-state travel and general out-of-pocket expenses. WPFP’s fee is due and payable upon the closing of the SDW Loan.

Limitation of Liability/Insurance

In the absence of intentional misconduct, bad faith, or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor, and except for claims for damages covered under WPFP’s professional general liability insurance policy required under this Agreement, Municipal Advisor shall have no liability to City for damages for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any financial or other damages resulting from City’s election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the SDW Loan or otherwise relating to the tax treatment of the SDW Loan, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor’s fiduciary duty to City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

WPFP maintains professional general liability insurance in the amount of \$1,000,000 per occurrence.

Authority

The undersigned represents and warrants that he/she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Municipal Advisor’s performance of its activities under this Agreement: Mayor Ted Neitzke, Mrs Susan Westerbeke, Interim City Administrator/City Clerk, and Mr. Mark Emanuelson, Assistant Interim City Administrator/Finance Director/Treasurer.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By *Carol Ann Wirth*
Carol Ann Wirth, President

CITY OF PORT WASHINGTON, WISCONSIN

By: _____

Title: Mayor Ted Neitzke IV

By: _____

Title: Susan L. Westerbeke, Interim City Administrator
City Clerk

By: _____

Title: Mark Emanuelson, Finance Director/Treasurer

Date: _____

Wisconsin Public Finance Professionals, LLC

MSRB Rule G-10 Disclosure - Notifications

- Wisconsin Public Finance Professionals, LLC (“WPFP”) is a Municipal Advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”).
- The MSRB’s website address is as follows: www.msrb.org.
- A brochure is available on the MSRB website that describes protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-42 Disclosure

1. Wisconsin Public Finance Professionals, LLC (“WPFP”) is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct.
2. The Form MA of WPFP along with the most recent Form MA-I for each MSRB associated person is posted in the Edgar Database located on the US Securities and Exchange Commission website (www.sec.gov/edgar/searchedgar/companysearch.html) searching under the name “Wisconsin Public Finance Professionals, LLC.” If you require a hard-copy of any of these forms, please send a written request to the Firm’s Chief Compliance Officer’s attention at the address below.
3. To the best of our knowledge and belief, neither WPFP nor any Associated Person has any material undisclosed conflict of interest.
 - A. WPFP has no financial interest in, nor does WPFP receive any undisclosed compensation from, any firm or person that WPFP may use in providing any advice, service, or product to or on behalf of any WPFP client.
 - B. WPFP does not pay MSRB registered solicitors or other MSRB Registered Municipal Advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
 - C. WPFP does not receive any payments from a third party to enlist WPFP’s recommendation of services, municipal securities transactions, or any municipal financial product or service.
 - D. WPFP does not have any undisclosed fee-splitting arrangements with any provider of investments or services to any municipal entity.
 - E. WPFP does not have any conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of any transaction for which WPFP is providing advice.
 - F. There is no other actual or potential conflict of interest that could reasonably be anticipated to impair WPFP’s ability to provide advice to any municipal entity in accordance with the standards of fiduciary conduct.
4. WPFP (“the Firm”) nor any of its Associated Person are not currently subject to or have been subject to any legal or disciplinary event that could be material to a client’s evaluation of the Firm or the integrity of its management or Associated Persons.

155 South Executive Drive, Suite 211, Brookfield, WI 53005

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: General Government and Finance Committee; Common Council

FROM: Mark Emanuelson, Finance Director

DATE: March 19, 2024

SUBJECT: Consideration and Possible Action on Scope of Engagement with Quarles and Brady LLP for the \$21,500,000 Safe Drinking Water Loan for the City of Port Washington, WI.

ISSUE: Should the Common Council approve engaging Quarles and Brady as the City's bond counsel for the \$21,500,000 Safe Drinking Water Loan for the City of Port Washington, WI?

STAFF RECOMMENDATION: Staff recommends the Council approve the scope of engagement letter from Quarles & Brady LLP, dated March 14, 2024.

RECOMMENDED MOTION: "I move that the scope of engagement with Quarles and Brady to serve as bond counsel for the \$21,500,000 Safe Drinking Water Loan be approved." OR "Move to approve staff's recommendation."

BACKGROUND/DISCUSSION: The attached letter from Quarles and Brady, is an engagement letter to serve as the City's bond counsel for the \$21,500,000 Safe Drinking Water Loan for the City of Port Washington, Wisconsin. The letter identifies what the role of bond counsel is in this transaction.

The estimated fee to complete these services is \$20,000.

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources
2. **Impact on Strategic Direction:** By issuing this debt it allows the City to leverage one of the available funding resources available.

LEGAL:

1. **City Attorney Review:** No
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT: The engagement of Quarles and Brady will cost \$20,000.

1. **Amount of Recommendation/Cost of Project:**
 - Initial Project Cost Estimate: N/A
 - Approved Budget Project Cost: N/A
 - Prior Year Expenditures: N/A
 - Total Project Costs to Date: N/A

2. **Source of Funding:** N/A
3. **Operating and Maintenance Cost:** N/A

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: The General Government and Finance Committee will review the item prior to the Common Council meeting.

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: Staff will continue to work with Wisconsin Public Finance Professionals, LLC to complete the debt financing plan outlined.

ATTACHMENTS:

- Scope of Engagement Re: 2024 \$21,500,000 Safe Drinking Water Loan.



411 East Wisconsin Avenue
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Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

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Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

March 14, 2024

VIA EMAIL

Mr. Mark Emanuelson
Finance Director/City Treasurer
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074

Scope of Engagement Re: Proposed Issuance of Approximately \$20,000,000 City of Port Washington (the "City") Water System Revenue Bonds, Series 2024 (Safe Drinking Water Loan)

Dear Mr. Emanuelson:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

QB\88930089.1

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if

Mr. Mark Emanuelson
March 14, 2024
Page 3

known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$30,000, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Mr. Mark Emanuelson
March 14, 2024
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Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:JPL:TAB
#760016.00045

cc: Susan Westerbeke (via email)
Carol Ann Wirth (via email)
Jacob P. Lichter (via email)
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF PORT WASHINGTON

By: _____

Its: _____
Title

Date: _____

CITY OF PORT WASHINGTON
COMMON COUNCIL
TUESDAY, MARCH 19, 2024
6:30 P.M. (Council Chambers at City Hall)

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Common Council of the City of Port Washington on **TUESDAY, MARCH 19, 2024** at 6:30 P.M. The Public Hearing will be held in the Council Chambers at City Hall, 100 W. Grand Avenue, Port Washington, WI.

NOTICE IS FURTHER GIVEN that the subject of the hearing is to **AMEND SECTION 485-170 OF THE CITY OF PORT WASHINGTON ZONING CODE TO ALLOW RECORDING STUDIOS IN THE I-1 EXISTING INDUSTRIAL DISTRICT**. Interested persons may obtain a copy of the proposed ordinance from the Department of Planning & Development located in the lower level of City Hall, 100 W Grand Avenue.

Dated this 26th Day of February, 2024

Robert Harris
Director of Planning and Development

Publish: February 29 and March 7

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Bob Harris, Director of Planning & Development

DATE: March 19, 2024

SUBJECT: ORDINANCE 2024-2: Amending and/or Creating Zoning Ordinances to Allow and Regulate Recording Studios as a Conditional Use in the I-1 Existing Industrial District (Proposed Text Amendment to Zoning Code Section 485-170; TCG Holdings 116 LLC, Applicant) – 2nd Reading

ISSUE: The Common Council is being asked to approve a petition from the applicant to amend the City of Port Washington Zoning Code to add “Recording Studios” as a conditional use in the I-1 industrial district.

STAFF RECOMMENDATION: Staff recommends the Council approve Ordinance 2024-2

RECOMMENDED MOTION: “I move to approve Ordinance 2024-2”

BACKGROUND/DISCUSSION:

- The applicant is the owner of a .5-acre vacant parcel located on the east side of S. Park Street directly facing the Park Street Business Barn Condominiums.
- In 2023, the applicant was approved to construct a 6,225 square foot office and warehouse building for the applicants’ previous business of furnishing and servicing adult care homes.
- The applicant has since sold the business and the new owners are not interested in using the proposed building.
- The applicant continues to own the S. Park Street land and desires to construct a similar building to the one that was previously approved, but for space as a recording studio and associated activities.

ISSUES:

Zoning:

- The proposed use would be classified as Conditional under I-1 Industrial.
- The use is not intended for the I-2 Industrial Park district.
- The suggested minimum off-street parking requirement is 3 spaces for every 1,000 gross leasable floor space. (GLA does not include utility space, hallways or other accessory spaces in the parking calculations).
- Specific activities covered under the Recording Studio use would include performance and audio and visual engineering studio space, staging and rehearsal space, live performance space for filming, and related band equipment storage space.
- Existing uses in I-1 did not meet the use intent to classify recording studios under any of the existing industrial uses listed, specifically Indoor Recreation.

- Adding the use as detailed would, in turn, affect Sections 485-94 (parking space requirements) and 485-171 (uses allowed in the I-2 Industrial Park district)

STRATEGIC PLAN:

1. **Strategic Direction:** SD 4: Catalyzing Development to Generate Revenue
2. **Impact on Strategic Direction:** An approved rezoning will potentially allow for increased development and redevelopment of vacant or underutilized industrial spaces in older industrial areas of the city that go beyond storage or warehousing.

LEGAL:

1. **City Attorney Review:** Yes

FISCAL IMPACT: N/A

PLAN COMMISSION RECOMMENDATION: At its February 15, 2023 meeting, the Plan Commission unanimously recommended the Common Council approve the zoning text amendment request.

PUBLIC OUTREACH: This matter was first heard before a regular public meeting of the Plan Commission on February 15, 2024 and following publication of a Class II notice a public hearing on this matter is scheduled for March 19, 2024.

IF APPROVED, NEXT STEPS: If adopted there are no further steps in this matter.

ATTACHMENTS:

- 1) Proposed Ordinance 2024-2

**CITY OF PORT WASHINGTON, WISCONSIN
ORDINANCE NO. 2024-2**

**Amending and/or Creating Zoning Ordinances to Allow and Regulate
Recording Studios as a Conditional Use in the I-1 Existing Industrial District**

WHEREAS, TCG Holdings 116, LLC, a Wisconsin limited liability company, the owner of the 0.5230 acre parcel of vacant land (Tax Parcel No. 16-050-0711.004) located on the east side of South Park Street in the City of Port Washington, Ozaukee County, Wisconsin, has applied for an amendment to the Zoning Ordinance of the City of Port Washington to allow recording studios as a conditional use in the I-1 Existing Industrial zoning district; and

WHEREAS, all notices of said proposed amendment and public hearing thereon have been given as required by said Zoning Ordinance and § 62.23(7)(d), Wis. Stat.; and

WHEREAS, on March 19, 2024, the Common Council held a public hearing regarding the proposed amendment of said Zoning Ordinance to allow recording studios as a conditional use in the I-1 Existing Industrial zoning district; and

WHEREAS, the Common Council has determined that the proposed amendment of said Zoning Ordinance will promote the public health, safety, and general welfare of the community, and has directed that the Zoning Ordinance of the City of Port Washington be amended accordingly,

NOW, THEREFORE, the Common Council of the City of Port Washington, Wisconsin, do ordain as follows:

Section 1. The table included in § 485-94 D. of the Zoning Ordinance of the City of Port Washington, listing parking space requirements for Industrial uses of property within the Industrial zoning districts, is amended to add the following Use and Parking Space Requirement:

Use	Parking Space Requirement
Recording studios	3 spaces for every 1000 square feet of GLA*

Section 2. § 485-170 D. (9) of the Zoning Ordinance of the City of Port Washington relating to permitted uses by conditional grant in the I-1 Existing Industrial zoning district is created to read as follows:

- (9) Recording Studios.

Section 3. § 485-171 D. (1) of the Zoning Ordinance of the City of Port Washington, relating to permitted uses by conditional grant in the I-2 Industrial Park District, is amended to read as follows:

- (1) Any use permitted by conditional grant in the I-1 District, except for recording studios, which shall not be permitted in the I-2 Industrial Park District.

Section 4. This Ordinance shall become effective upon passage and publication.

Passed and approved this 19th day of March, 2024.

ATTEST:

Susan L. Westerbeke, City Clerk

Theodore Neitzke IV, Mayor