

PO Box 159
242 Fredonia Avenue
Fredonia, WI 53021
Phone: 262-692-9125
Fax: 262-692-2883



Administrator: Christophe Jenkins
admin@fredoniawi.gov
Clerk: Michelle T. Johnson
clerk@fredoniawi.gov
Treasurer: Melissa Depies
treasurer@fredoniawi.gov

AGENDA

FREDONIA VILLAGE BOARD MEETING
Thursday, February 15th, 2024 at 7:00 PM
Fredonia Government Center - Board Room
242 Fredonia Avenue, Fredonia, Wisconsin

**THE FOLLOWING BUSINESS WILL BE BEFORE THE VILLAGE BOARD
FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION
AND POSSIBLE FORMAL ACTION**

1. Call to Order
2. Pledge of Allegiance / Roll Call
3. Public Comments
Please note public comments are limited to five minutes per person
4. Consent Agenda:
 - a) Approve Minutes of February 1st, 2024 Village Board Meeting
 - b) Approve General Fund, Water and Sewer Invoices.
5. Report on Operations of Village by:
 - a) Village President
 - b) Village Administrator
 - c) Village Marshal
 - d) Fire Chief
 - e) Public Works/Wastewater Treatment Plant
 - f) Clerk
 - g) Treasurer
 - h) Ozaukee County District 2 Supervisor
 - i) Mid-Moraine Municipal Association Designated Representative
6. Items for Discussion and/or Action
 - a) Introduction of Ordinance 2024-02 Pertaining to the Use of Golf Carts on Village Streets

- b) Motion to Approve Attendance to the Clerks and Treasurers Institute by Treasurer Depies and Clerk Johnson
 - c) Motion to Approve Updates and Upgrades to GIS: Storm, Sanitary and Water, Not to Exceed \$6,000
 - d) Discussion and Possible Action on Commercial Inspection Services
7. Motion to Adjourn into Closed Session Pursuant to WI State Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Consideration of Offer to Purchase a Portion of Parcel #09-035-15-011.00, Located in TID # 3.
 8. Adjourn into Open Session
 9. Discussion and Possible Action on Offer to Purchase a Portion of Parcel #09-035-15-011.00
 10. Correspondence
 11. Items for Future Consideration by Village Board
 12. Adjournment

UPCOMING MEETINGS:

- Finance Committee- February 26th, 2024
- Planning Commission- March 4th, 2024
- Village Board – March 7th, 2024
- 150th Anniversary Subcommittee- March 7th, 2024
- Public Safety Committee- March 19th, 2024

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the village clerk at (262) 692-9125.

VIEW/ATTEND MEETING VIA ZOOM

The Village of Fredonia will be utilizing ZOOM as a part of the Village Board meetings. All meetings will adhere to Wisconsin Open Meetings Laws and follow guidance provided by the WI Department of Justice. **The public is able to attend public meetings in person.** ZOOM is intended to provide an additional option for the public to join the meeting via computer, iPad, tablet, or telephone.

We ask that you have your microphone muted. The Village reserves the right to mute disruptive attendees.

The Village President will recognize anyone wishing to talk at the appropriate time and ask you to make your comments.

Michelle Johnson is inviting you to a scheduled Zoom meeting.

Topic: Village Board of Trustees Meeting
Time: Feb 15, 2024 07:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/86165266273>

Meeting ID: 861 6526 6273

One tap mobile
+19292056099,,86165266273# US (New York)
+13017158592,,86165266273# US (Washington DC)

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FREDONIA VILLAGE BOARD MEETING MINUTES

Thursday, February 1, 2024 at 7:00 PM

Fredonia Government Center - Board Room
242 Fredonia Avenue, Fredonia, Wisconsin

1. President Gehrke called the meeting to order at 7:00 PM, followed by the Pledge of Allegiance.
2. Trustees Present: President Gehrke, Trustee Haas, Trustee Dohrwardt, Trustee Bartz, and Trustee Meyle.
Trustees Excused: Trustee Paape, Trustee Abegglen
Staff Present: Administrator Jenkins, Clerk Johnson, Ehler's Representatives Todd Taves and Lisa Trebatoski.
3. Public Comments: no comments were made.
4. **Motion to Approve Minutes of January 18, 2024 Village Board Meeting, General Fund, Water and Sewer Invoices, Temporary Class "B" Retailers License for Divine Savior Fish Fry on February 16, 2024, and Temporary Class "B" Retailers License for Divine Savior Fish Fry on March 1, 2024** made by Trustee Haas.
Seconded by Trustee Bartz.
Passed by unanimous voice vote.
5. Report on Village Committees by:
 - a) **150th Anniversary Committee Meeting:** *Trustee Bartz shared that planning continued for the 150th Anniversary Celebration. The committee discussed the budget, set up, and the craft fair map. She stated that day-of planning will continue at a future meeting and that the event would be fun-filled. President Gehrke added that he would be meeting with a long-time resident/ former trustee to discuss the history of the Village for the event.*
6. Items for Discussion and/or Action
 - a) **Motion to Approve Ordinance 2024-01: Pertaining to Sets of Election Inspectors made by Trustee Haas.**
Seconded by Trustee Bartz.

Clerk Johnson gave a brief reminder of the proposed ordinance change.
Passed by unanimous voice vote.

b) Motion to Approve Resolution 2024-02: A Resolution Awarding the Sale of \$5,145,000.00 General Obligation Corporate Purpose Bonds, Series 2024A made by Trustee Haas.

Seconded by Trustee Dohrwardt.

Lisa Trebatoski stated that the Village received 6 bids and that the winning bid was from Baird with a 3.48% interest rate. She highlighted savings of \$777,000. She shared that the Village's bond rating stayed at A+ but moved from negative to stable due to better budgeting methods, additional staff, and enhanced debt service monitoring procedures. The Village is scheduled to receive funds on February 22, 2024. President Gehrke asked her to give an overview of changes due to the better-than-expected interest rate. Ms. Trebatoski went through the day of sale report, the updated amortization schedule, and updated debt limit capacity. She reiterated that TID #3 construction was reduced to \$6 million to generate enough tax increment to service the debt. President Gehrke stated this good result is a testament to the hard work of the Village and was pleased to have made such progress in just one year. Trustee Haas asked about the TID #3 cash flow report that indicated a negative cumulative and negative premium. She responded that the cumulative and premium were positive, based on \$8.7 million construction prediction. Trustee Haas asked for confirmation that the construction required to service the debt had been reduced. Mr. Taves responded that Ehlers kept the original assumptions, and that if the TID had \$6 million in construction, the Village would have enough cash on hand to make the last bond payment and zero out the TID a year early. Trustee Dohrwardt asked if Ehlers had kept the same conservative estimates in the most recent report. Mr. Taves responded that the estimations in the TID were conservative, based on the minimum construction values agreed to in the developer's agreements, and that the variable had been the placeholder \$8.7 million, now reduced to \$6 million. He said there was more potential of an upside than a downside. Trustee Haas asked if the infrastructure costs were included in the debt calculations. Ms. Trebatoski stated the debt was included. Trustee Dohrwardt asked if they were confident in the infrastructure construction estimates. Administrator Jenkins responded that Strand had provided the estimates and that the Board would have bids in hand by early March.

Language of Resolution 2024-02:

RESOLUTION NO. 2024-02

RESOLUTION AWARDING THE SALE OF \$5,145,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2024A

WHEREAS, on December 7, 2023, the Village Board of the Village of Fredonia, Ozaukee County, Wisconsin (the "Village") adopted initial resolutions (collectively, the "Initial Resolutions") authorizing the issuance of general obligation bonds in the following not to exceed amounts for the following public purposes: \$585,000 for street improvement projects; \$400,000 for sewerage projects; \$445,000 for water system projects; \$100,000 for parks and public grounds projects; \$105,000 for constructing engine houses; and \$3,575,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 3 (collectively, the "Project");

WHEREAS, on December 7, 2023, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2024A" (the "Bonds") for the purpose of paying the cost of the Project;

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

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

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

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on February 1, 2024;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on February 1, 2024;

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

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

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$5,145,000 for the following purposes and in the following amounts: \$580,000 for street improvement projects; \$390,000 for sewerage projects; \$440,000 for water system projects; \$100,000 for parks and public grounds projects; \$105,000 for constructing engine houses; and \$3,530,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 3.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

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

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FIVE MILLION ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$5,145,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2024A"; shall be issued in the aggregate principal amount of \$5,145,000; shall be dated February 22, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set

forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2033 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2032 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2024 through 2042 for the payments due in the years 2025 through 2043 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds,

Series 2024A, dated February 22, 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the

Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

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

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements

and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

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

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

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

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

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

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

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

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

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

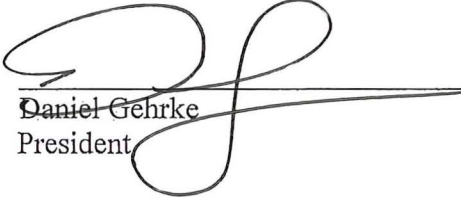
To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's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

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


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

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

Adopted, approved and recorded February 1, 2024.


Daniel Gehrke
President

ATTEST:


Michelle Johnson
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

NOTICE OF SALE

\$5,210,000* GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2024A VILLAGE OF FREDONIA, WISCONSIN

Bids for the purchase of \$5,210,000* General Obligation Corporate Purpose Bonds, Series 2024A (the "Bonds") of the Village of Fredonia, Wisconsin (the "Village") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the Village, until 10:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via bondsale@ehlers-inc.com or **PARITY**, in the manner described below, until 10:00 A.M. Central Time, on February 1, 2024, at which time they will be opened, read and tabulated. The bids will be presented to the Board of Trustees for consideration for award by resolution at a meeting to be held at 7:00 P.M., Central Time, on the same date. The bid offering to purchase the Bonds upon the terms specified herein and most favorable to the Village will be accepted unless all bids are rejected.

AUTHORITY; PURPOSE; SECURITY

The Bonds are being issued pursuant to Section 67.04, Wisconsin Statutes, by the Village, for the public purposes of financing street improvements, water system improvements, sewer system improvements, park improvements, constructing engine houses and TID No. 3 infrastructure improvements. The Bonds are general obligations of the Village, and all the taxable property in the Village is subject to the levy of a tax to pay the principal of and interest on the Bonds as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Bonds will be dated February 22, 2024, will be issued as fully registered Bonds in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on March 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$60,000	2032	\$260,000	2039	\$340,000
2026	225,000	2033	265,000	2040	360,000
2027	220,000	2034	280,000	2041	370,000
2028	225,000	2035	290,000	2042	520,000
2029	235,000	2036	300,000	2043	120,000
2030	245,000	2037	315,000		
2031	255,000	2038	325,000		

ADJUSTMENT OPTION

The Village reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Bonds may contain a maturity schedule providing for any combination of serial Bonds and term Bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on March 1 and September 1 of each year, commencing March 1, 2025, to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Bonds will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Bonds.

PAYING AGENT

The Village has selected Associated Trust Company, National Association, Green Bay, Wisconsin, to act as paying agent (the "Paying Agent"). The Village will pay the charges for Paying Agent services. The Village reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the Village, the Bonds maturing on or after March 1, 2033 shall be subject to optional redemption prior to maturity on March 1, 2032 or any date thereafter, at a price of par plus accrued interest to the date of optional redemption.

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be redeemed shall be at the discretion of the Village. If only part of the Bonds having a common maturity date are called for redemption, then the Village or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books.

DELIVERY

On or about February 22, 2024, the Bonds will be delivered without cost to the winning bidder at DTC. On the day of closing, the Village will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Bonds is then pending or, to the best knowledge of officers of the Village, threatened. Payment for the Bonds must be received by the Village at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Bonds and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the Village ("Bond Counsel"), and will be available at the time of delivery of the Bonds. The legal opinion will be issued on the basis of existing law and will state that the Bonds are valid and binding general obligations of the Village; provided that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Preliminary Official Statement).

Quarles & Brady LLP has also been retained by the Village to serve as Disclosure Counsel to the Village with respect to the Bonds. Although, as Disclosure Counsel to the Village, Quarles & Brady LLP has assisted the Village with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in the Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Bonds for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$5,144,875, nor more than \$5,626,800, plus accrued interest on the principal sum of \$5,210,000 from date of original issue of the Bonds to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact IHS Markit (now part of S&P Global) at <https://ihsmarkit.com/products/municipal-issuance.html> or via telephone (844) 301-7334.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the Village nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$104,200 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The Village reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the Village may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the Village as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The Village and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the Village scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The Village's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The Village reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Bonds are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the Village requested and received a rating on the Bonds from a rating agency, the Village will pay that rating fee. Any rating agency fees not requested by the Village are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Bonds are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Bonds.

CUSIP NUMBERS

The Village will assume no obligation for the assignment or printing of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Bonds shall be designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

CONTINUING DISCLOSURE

In order to assist the Underwriter (Syndicate Manager) in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the Village will enter into an undertaking for the benefit of the holders of the Bonds. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the Village in establishing the issue price of the Bonds and shall execute and deliver to the Village at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications. All actions to be taken by the Village under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Village by the Village's municipal advisor identified herein and any notice or report to be provided to the Village may be provided to the Village's municipal advisor.

(b) The Village intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) The Village shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Village may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Village anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the Village shall advise the winning bidder of such fact prior to the time of award of the sale of the Bonds to the winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the Village agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Bonds. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Bonds: (1) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Bonds (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the Village promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Village acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Village further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Bonds.

(e) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test, the winning bidder agrees to promptly report to the Village, Bond Counsel and Ehlers the prices at which the Bonds have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Bonds, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Village or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Village or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Village (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Bonds are awarded by the Village to the winning bidder.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Official Statement relating to the Bonds prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Underwriter (Syndicate Manager) will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Village Board

Michelle Johnson, Village Clerk
Village of Fredonia, Wisconsin

EXHIBIT B

Bid Tabulation

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

(See Attached)



BID TABULATION

\$5,210,000* General Obligation Corporate Purpose Bonds, Series 2024A

Village of Fredonia, Wisconsin

SALE: February 1, 2024

AWARD: BAIRD

**Assured Guaranty Municipal Corporation Rating: "S&P Global Ratings "AA""

Underlying Rating: S&P Global Ratings "A+"

NAME OF BIDDER	MATURITY (March 1)	REOFFERING YIELD	COUPON RATE	Tax Exempt - Bank Qualified	
				PRICE	TRUE INTEREST RATE
BAIRD				\$5,566,016.35	3.4871%
Milwaukee, Wisconsin	2025	3.210%	5.000%		
C.L. King & Associates	2026	2.940%	5.000%		
Colliers Securities LLC	2027	2.830%	5.000%		
Edward Jones	2028	2.700%	5.000%		
Fidelity Capital Markets	2029	2.660%	5.000%		
Crews & Associates, Inc.	2030	2.660%	5.000%		
Country Club Bank	2031	2.660%	5.000%		
Duncan-Williams, Inc.	2032	2.670%	5.000%		
Sierra Pacific Securities	2033	2.680%	5.000%		
Isaak Bond Investments, Inc	2034	2.700%	5.000%		
Carty & Company, Inc.	2035	2.850%	4.000%		
Celadon Financial Group, LLC	2036	3.000%	4.000%		
Bernardi Securities, Inc.	2037	3.100%	4.000%		
Oppenheimer & Co.	2038	3.250%	4.000%		
Alliance Global Partners	2039	3.400%	4.000%		
Midlegate Securities	2040	3.450%	4.000%		
UMB Bank, N.A.	2041	3.500%	4.000%		
Midland Securities	2042	3.550%	4.000%		
FMS Bonds Inc.	2043	3.650%	4.000%		
StoneX Financial Inc.					
First Kentucky Securities Corp.					
BNYMellon Capital Markets					
Central States Capital Markets					
Multi Bank Securities Inc.					
First Southern LLC					
The Baker Group					
Dinosaur Securities					
Wintrust Investments, LLC					
First Bankers' Banc Securities, Inc.					
Blaylock Van, LLC					
Mountainside Securities LLC					
Commerce Bank, N.A.					

* Subsequent to bid opening the issue size was decreased to \$5,145,000.

Adjusted Price - \$5,499,035.84 Adjusted Net Interest Cost - \$2,061,026.66 Adjusted TIC - 3.4811%

** Assured Guaranty Municipal Corporation insurance purchased by BAIRD.

NAME OF BIDDER	MATURITY (March 1)	PRICE	TRUE INTEREST RATE
TD SECURITIES (USA) LLC New York, New York		\$5,499,039.15	3.5355%
HILLTOPSECURITIES Dallas, Texas		\$5,567,479.85	3.5388%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota		\$5,488,755.90	3.5571%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin		\$5,475,357.55	3.5854%
PIPER SANDLER & CO. Minneapolis, Minnesota		\$5,467,087.10	3.6029%

EXHIBIT C

Winning Bid

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

(See Attached)

BID FORM

The Village Board
Village of Fredonia, Wisconsin (the "Village")

February 1, 2024

RE: \$5,210,000* General Obligation Corporate Purpose Bonds, Series 2024A (the "Bonds")
DATED: February 22, 2024

For all or none of the above Bonds, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 5,566,016.35 (not less than \$5,144,875, nor more than \$5,626,800) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

<u>5.00</u> % due 2025	<u>5.00</u> % due 2032	<u>4.00</u> % due 2039
<u>5.00</u> % due 2026	<u>5.00</u> % due 2033	<u>4.00</u> % due 2040
<u>5.00</u> % due 2027	<u>5.00</u> % due 2034	<u>4.00</u> % due 2041
<u>5.00</u> % due 2028	<u>4.00</u> % due 2035	<u>4.00</u> % due 2042
<u>5.00</u> % due 2029	<u>4.00</u> % due 2036	<u>4.00</u> % due 2043
<u>5.00</u> % due 2030	<u>4.00</u> % due 2037	
<u>5.00</u> % due 2031	<u>4.00</u> % due 2038	

The Village reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$104,200 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The Village reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the Village may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the Village as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about February 22, 2024.

This bid is subject to the Village's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Official Statement for the Bonds.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Underwriter (Syndicate Manager), we agree to provide the Village with the reoffering price of the Bonds within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Bonds identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: NO:

If the competitive sale requirements are not met, we elect to use either the: 10% test, or the hold-the-offering-price rule to determine the issue price of the Bonds.

Account Manager: Robert W. Baird & Co., Inc. By: Peter Anderson

Account Members: Syndicate Members

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from February 22, 2024 of the above bid is \$ 2,107,011.15 and the true interest cost (TIC) is 3.487175 %.

The foregoing offer is hereby accepted by and on behalf of the Village Board of the Village of Fredonia, Wisconsin, on February 1, 2024.

By: _____ By: _____
Title: _____ Title: _____

* Subsequent to bid opening the issue size was decreased to \$5,145,000.
Adjusted Price - \$5,499,035.84 Adjusted Net Interest Cost - \$2,061,026.66 Adjusted TIC - 3.4811%
** Assured Guaranty Municipal Corporation insurance purchased by BAIRD.

EXHIBIT D-1

Pricing Summary

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

(See Attached)

Village of Fredonia, Wisconsin

\$5,145,000 General Obligation Corporate Purpose Bonds, Series 2024A

Issue Summary

Dated February 22, 2024 Winning Bidder: BAIRD

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
03/01/2025	Serial Coupo	5.000%	3.210%	90,000.00	101.789%	-	-	-	91,610.10
03/01/2026	Serial Coupo	5.000%	2.940%	195,000.00	104.020%	-	-	-	202,839.00
03/01/2027	Serial Coupo	5.000%	2.830%	220,000.00	106.248%	-	-	-	233,745.60
03/01/2028	Serial Coupo	5.000%	2.700%	225,000.00	108.715%	-	-	-	244,608.75
03/01/2029	Serial Coupo	5.000%	2.660%	235,000.00	110.937%	-	-	-	260,701.95
03/01/2030	Serial Coupo	5.000%	2.660%	245,000.00	112.946%	-	-	-	276,717.70
03/01/2031	Serial Coupo	5.000%	2.660%	255,000.00	114.903%	-	-	-	293,002.65
03/01/2032	Serial Coupo	5.000%	2.670%	260,000.00	116.730%	-	-	-	303,498.00
03/01/2033	Serial Coupo	5.000%	2.680%	265,000.00	116.651%	c 2.891%	03/01/2032	100.000%	309,125.15
03/01/2034	Serial Coupo	5.000%	2.700%	280,000.00	116.494%	c 3.075%	03/01/2032	100.000%	326,183.20
03/01/2035	Serial Coupo	4.000%	2.850%	290,000.00	108.196%	c 3.116%	03/01/2032	100.000%	313,768.40
03/01/2036	Serial Coupo	4.000%	3.000%	300,000.00	107.084%	c 3.282%	03/01/2032	100.000%	321,252.00
03/01/2037	Serial Coupo	4.000%	3.100%	315,000.00	106.350%	c 3.393%	03/01/2032	100.000%	335,002.50
03/01/2038	Serial Coupo	4.000%	3.250%	325,000.00	105.259%	c 3.522%	03/01/2032	100.000%	342,091.75
03/01/2039	Serial Coupo	4.000%	3.400%	340,000.00	104.182%	c 3.636%	03/01/2032	100.000%	354,218.80
03/01/2040	Serial Coupo	4.000%	3.450%	355,000.00	103.826%	c 3.682%	03/01/2032	100.000%	368,582.30
03/01/2041	Serial Coupo	4.000%	3.500%	365,000.00	103.471%	c 3.723%	03/01/2032	100.000%	377,669.15
03/01/2042	Serial Coupo	4.000%	3.550%	470,000.00	103.117%	c 3.760%	03/01/2032	100.000%	484,649.90
03/01/2043	Serial Coupo	4.000%	3.650%	115,000.00	102.414%	c 3.820%	03/01/2032	100.000%	117,776.10
Total	-	-	-	\$5,145,000.00	-	-	-	-	\$5,557,043.00

Bid Information

Par Amount of Bonds	\$5,145,000.00
Reoffering Premium or (Discount)	412,043.00
Gross Production	\$5,557,043.00
Total Underwriter's Discount (0.836%)	\$(43,007.16)
Bond Insurance Premium paid by Underwriter	(15,000.00)
Bid (106.881%)	5,499,035.84
Total Purchase Price	\$5,499,035.84
Bond Year Dollars	\$56,928.63
Average Life	11.065 Years
Average Coupon	4.2422639%
Net Interest Cost (NIC)	3.6203696%
True Interest Cost (TIC)	3.4811903%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

Village of Fredonia, Wisconsin

\$5,145,000 General Obligation Corporate Purpose Bonds, Series 2024A

Issue Summary

Dated February 22, 2024 Winning Bidder: BAIRD

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/22/2024	-	-	-	-	-
03/01/2025	90,000.00	5.000%	234,212.50	324,212.50	-
09/01/2025	-	-	112,000.00	112,000.00	436,212.50
03/01/2026	195,000.00	5.000%	112,000.00	307,000.00	-
09/01/2026	-	-	107,125.00	107,125.00	414,125.00
03/01/2027	220,000.00	5.000%	107,125.00	327,125.00	-
09/01/2027	-	-	101,625.00	101,625.00	428,750.00
03/01/2028	225,000.00	5.000%	101,625.00	326,625.00	-
09/01/2028	-	-	96,000.00	96,000.00	422,625.00
03/01/2029	235,000.00	5.000%	96,000.00	331,000.00	-
09/01/2029	-	-	90,125.00	90,125.00	421,125.00
03/01/2030	245,000.00	5.000%	90,125.00	335,125.00	-
09/01/2030	-	-	84,000.00	84,000.00	419,125.00
03/01/2031	255,000.00	5.000%	84,000.00	339,000.00	-
09/01/2031	-	-	77,625.00	77,625.00	416,625.00
03/01/2032	260,000.00	5.000%	77,625.00	337,625.00	-
09/01/2032	-	-	71,125.00	71,125.00	408,750.00
03/01/2033	265,000.00	5.000%	71,125.00	336,125.00	-
09/01/2033	-	-	64,500.00	64,500.00	400,625.00
03/01/2034	280,000.00	5.000%	64,500.00	344,500.00	-
09/01/2034	-	-	57,500.00	57,500.00	402,000.00
03/01/2035	290,000.00	4.000%	57,500.00	347,500.00	-
09/01/2035	-	-	51,700.00	51,700.00	399,200.00
03/01/2036	300,000.00	4.000%	51,700.00	351,700.00	-
09/01/2036	-	-	45,700.00	45,700.00	397,400.00
03/01/2037	315,000.00	4.000%	45,700.00	360,700.00	-
09/01/2037	-	-	39,400.00	39,400.00	400,100.00
03/01/2038	325,000.00	4.000%	39,400.00	364,400.00	-
09/01/2038	-	-	32,900.00	32,900.00	397,300.00
03/01/2039	340,000.00	4.000%	32,900.00	372,900.00	-
09/01/2039	-	-	26,100.00	26,100.00	399,000.00
03/01/2040	355,000.00	4.000%	26,100.00	381,100.00	-
09/01/2040	-	-	19,000.00	19,000.00	400,100.00
03/01/2041	365,000.00	4.000%	19,000.00	384,000.00	-
09/01/2041	-	-	11,700.00	11,700.00	395,700.00
03/01/2042	470,000.00	4.000%	11,700.00	481,700.00	-
09/01/2042	-	-	2,300.00	2,300.00	484,000.00
03/01/2043	115,000.00	4.000%	2,300.00	117,300.00	-
09/01/2043	-	-	-	-	117,300.00
Total	\$5,145,000.00	-	\$2,415,062.50	\$7,560,062.50	-

Yield Statistics

Bond Year Dollars	\$56,928.63
Average Life	11.065 Years
Average Coupon	4.2422639%
Net Interest Cost (NIC)	3.6203696%
True Interest Cost (TIC)	3.4811903%
Bond Yield for Arbitrage Purposes	3.1149765%
All Inclusive Cost (AIC)	2.9546124%

IRS Form 8038

Net Interest Cost	3.2919561%
Weighted Average Maturity	10.949 Years

2024A \$5140m GO Bonds FIN | Issue Summary | 2/ 1/2024 | 11:26 AM

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
OZAUKEE COUNTY
NO. R- VILLAGE OF FREDONIA \$
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, February 22, 2024 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the Village of Fredonia, Ozaukee County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,145,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes in the following amounts: street improvement projects (\$580,000); sewerage projects (\$390,000); water system projects (\$440,000); parks and public grounds projects (\$100,000); constructing engine houses (\$105,000); and providing financial assistance to community development projects under Section

66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 3 (\$3,530,000), as authorized by resolutions adopted on December 7, 2023 and February 1, 2024 (collectively, the "Resolutions"). Said Resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on March 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2032 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

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

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

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

COPY

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

VILLAGE OF FREDONIA
OZAUKEE COUNTY, WISCONSIN

By: _____
Daniel Gehrke
President

(SEAL)

By: _____
Michelle Johnson
Village Clerk

COPY

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolutions of the Village of Fredonia, Ozaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

Passed by 5-0 roll call vote.
President Gehrke: Aye
Trustee Haas: Aye
Trustee Dohrwardt: Aye
Trustee Bartz: Aye
Trustee Meyle: Aye

7. **Correspondence:** None

8. **Items for Future Consideration by Village Board:** *President Gehrke told the Board that he had a request from a resident to discuss an ordinance relating to the use of recreational vehicles in the Village.*

9. **Motion to adjourn** made by Trustee Haas.
Seconded by Trustee Dohrwardt.
Passed by unanimous voice vote.

DRAFT

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ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	2/12/2024	AgSource Cooperative Services	
		WATER TESTING	
660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	101.00
		CHLORIDE/AMMONIA/NITRATE/NITROGEN	
		MAS000008294	
		Total	101.00
	2/12/2024	AIRGAS USA, LLC	
		OXYGEN	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	142.60
		OXYGEN	
		5505225654	
		Total	142.60
	2/12/2024	AURORA MEDICAL CENTER GRAFTON LLC	
		MEDICATIONS	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	460.14
		MEDICATIONS	
		136-CI0000184	
		Total	460.14
	2/12/2024	BADGER METER, INC.	
		BEACON HOSTING SERVICE	
600-00-53700-000-682		CONTRACTUAL SERVICES	226.38
		BEACON HOSTING SERVICE	
		80150908	
		Total	226.38
	2/12/2024	BLACK DAWG DIESEL	
		TRUCK REPAIRS-2007 STERLING	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	2,672.80
		TRUCK REPAIRS-2007 STERLING	
		5419	
		Total	2,672.80
	2/12/2024	BOEHLKE BOTTLED GAS CORP.	
		PROPANE	
100-00-53240-351-000		GASOLINE/DIESEL HWY EQUIPMENT	89.67
		PROPANE	
		402097	
		Total	89.67
	2/12/2024	CALIBRE PRESS	
		OFFICER TRAINING	
100-00-52100-130-000		TRAINING/UNIFORMS	200.00
		DEESCALATION/INTERVENTION/FORCE MITIGAT	
		96045	

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ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			200.00
2/12/2024 DEFENDER VEHICLE UPLIFTING			
LABOR TO INSTALL LIGHT BAR/TONNEAU COVER			
110-00-53240-810-000		HIGHWAY EQUIPMENT & MACHINES	1,192.00
		LABOR TO INSTALL LIGHT BAR/TONNEAU COVER 1007	
Total			1,192.00
2/12/2024 DIGICORP, INC.			
MICROSOFT OFFICE/EMAIL SERVICE			
100-00-51600-400-000		TECHNOLOGY VILLAGE HALL	6,794.00
		EMAIL STARTUP COSTS 348864	
100-00-51600-400-000		TECHNOLOGY VILLAGE HALL	1,036.00
		EMAIL STARTUP COSTS 349200	
350-00-52230-303-000		OPERATING EXP.-OFFICE SUPPLIES	12.00
		MICROSOFT OFFICE/EMAIL 349268	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	208.00
		MICROSOFT OFFICE/EMAIL 349268	
100-00-52100-310-000		OFFICE SUPPLIES POLICE	115.00
		MICROSOFT OFFICE/EMAIL 349268	
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	93.00
		MICROSOFT OFFICE/EMAIL 349268	
Total			8,258.00
2/12/2024 DISPLAY SALES			
WREATH			
100-00-51600-390-000		SUPPLIES/EXPENSES VILLAGE HALL	448.00
		WREATH INV2018	
Total			448.00
2/12/2024 DREWS TRUE VALUE #0103-2			
MISC SHOP SUPPLIES			
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	396.10
		MISC SHOP SUPPLIES 285060	
Total			396.10
2/12/2024 ELAN FINANCIAL SERVICES			
VEHICLE REPAIRS			
350-00-52220-203-000		EQUIPMENT REPAIR/MAINTENANCE	443.74
		VEHICLE REPAIRS 3943	

ALL Checks by Payee
GENERAL CHECKING & MONEY MARKET

ACCT

Dated From:
Thru:

From Account:
Thru Account:

Voucher Nbr	Check Date	Payee	Amount
350-00-52220-203-000		EQUIPMENT REPAIR/MAINTENANCE	17.76
		BULB CONNECTION	4751
350-00-52230-302-000		OPERATING EXPENSE-FUEL	30.41
		FUEL	9661
350-00-52230-302-000		OPERATING EXPENSE-FUEL	35.19
		FUEL	7568
350-00-52280-802-000		AMBULANCE EXP-OFFICE SUPPLIES	27.20
		POSTAGE	8796
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	47.92
		COP QUEST	0446
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	54.03
		W2 TAX FORMS	5190
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	27.42
		W2 ENVELOPES	8469
Total			683.67

2/12/2024 EMERGENCY MEDICAL PRODUCTS, INC.

MEDICAL SUPPLIES

350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	235.79
		MEDICAL SUPPLIES	2611478
Total			235.79

2/12/2024 ENVIRONMENTAL CONSULTING & TESTING

CHRONIC WET TEST

660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	1,750.00
		CHRONIC WET TEST	
Total			1,750.00

2/12/2024 GALLS, LLC.

G-FLEX BELT

100-00-52100-130-000		TRAINING/UNIFORMS	56.81
		G-FLEX BELT	026739081
Total			56.81

2/12/2024 GENERAL COMMUNICATIONS, INC.

PAGER REPAIR

350-00-52220-203-000		EQUIPMENT REPAIR/MAINTENANCE	20.00
		PAGER REPAIR	326087
Total			20.00

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ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	2/12/2024	Harter's Lakeside Disposal	
		GARBAGE COLLECTION	
100-00-53620-290-000		CONTRACT GARBAGE COLLECTION	7,266.15
		GARBAGE COLLECTION 601371	
100-00-53621-290-000		CONTRACT - RECYCLING	2,270.22
		RECYCLE COLLECTION 601371	
		Total	9,536.37
<hr/>			
	2/12/2024	HARTMANN SAND & GRAVEL CO. INC.	
		GRAVEL-WATER MAIN BREAK-FREDONIA AVE	
600-00-53700-000-650		REPAIRS WATER	242.27
		GRAVEL-WATER MAIN BREAK-FREDONIA AVE 36517	
		Total	242.27
<hr/>			
	2/12/2024	HOLIDAY OUTDOOR DECOR	
		CHRISTMAS LIGHTS-BIG TREES-FREEDOM PARK	
100-00-55200-350-000		PARKS REPAIR/MAINT	1,918.87
		CHRISTMAS LIGHTS-BIG TREES-FREEDOM PARK INV10891	
		Total	1,918.87
<hr/>			
	2/12/2024	HOUSEMAN AND FEIND, LLP	
		LEGAL FEES	
100-00-51300-210-000		LEGAL COUNSELING	526.50
		LEGAL FEES 84561	
		Total	526.50
<hr/>			
	2/12/2024	HYDROCORP	
		CROSS CONNECTION CONTROL	
600-00-53700-000-682		CONTRACTUAL SERVICES	555.00
		CROSS CONNECTION CONTROL 0076376-IN	
600-00-53700-000-682		CONTRACTUAL SERVICES	240.00
		CROSS CONNECTION CONTROL 0076128-IN	
		Total	795.00
<hr/>			
	2/12/2024	JACKSON CONCRETE, INC.	
		SLURRY-FREDONIA AVE WATER BREAK	
600-00-53700-000-650		REPAIRS WATER	1,050.00
		SLURRY-FREDONIA AVE WATER BREAK 0144637	
600-00-53700-000-650		REPAIRS WATER	1,050.00
		SLURRY-FREDONIA AVE WATER BREAK 0144636	

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ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
600-00-53700-000-650		REPAIRS WATER	1,050.00
		SLURRY-FREDONIA AVE WATER BREAK	
		0144635	
		Total	3,150.00
<hr/>			
	2/12/2024	LIFE LINE BILLING SYSTEMS LLC	
		ANNUAL LEADERS SUPPORT	
350-00-52280-802-000		AMBULANCE EXP-OFFICE SUPPLIES	250.00
		ANNUAL LEADERS SUPPORT	
		LQ-001278	
		Total	250.00
<hr/>			
	2/12/2024	MENARDS-WEST BEND	
		DISTILLED WATER	
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	36.60
		DISTILLED WATER	
		74356	
		Total	36.60
<hr/>			
	2/12/2024	MID-STATE EQUIPMENT	
		SNOW BUCKET/WT. KIT	
110-00-53240-810-000		HIGHWAY EQUIPMENT & MACHINES	3,400.00
		SNOW BUCKET	
		C15828	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	387.00
		JD WT. KIT	
		C15850	
		Total	3,787.00
<hr/>			
	2/12/2024	MILWAUKEE AREA TECHNICAL COLLEGE	
		FEBRUARY SETTLEMENT	
100-00-12100-000-000		TAXES RECEIVABLE	64,059.30
		FEBRUARY SETTLEMENT	
		MATCFEB24	
		Total	64,059.30
<hr/>			
	2/12/2024	MUELLER EXCAVATING	
		WATER MAIN BREAK-FREDONIA AVE	
600-00-53700-000-650		REPAIRS WATER	6,055.00
		WATER MAIN BREAK-FREDONIA AVE	
		ADJ5995	
		Total	6,055.00
<hr/>			
	2/12/2024	MUNICIPAL ENVIRONMENTAL GROUP-WATER DIV	
		2024 MEMBERSHIP FEES	
600-00-53700-000-689		MISCELLANEOUS EXPENSE	219.60
		2024 MEMBERSHIP FEES	
		013124	

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GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			219.60
<hr/>			
2/12/2024 NATIONAL SALT & SUPPLY COMPANY, INC			
SIDEWALK SALT			
100-00-53310-390-000		SALT SNOW/ICE CONTROL	342.51
		SIDEWALK SALT 41970	
Total			342.51
<hr/>			
2/12/2024 NEUENS FREDONIA LUMBER LLC			
MISC PARTS/SUPPLIES			
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	33.48
		BRASS SNAP/SOLID BRAID FLAG 2401-665116	
660-00-53610-000-834		MAINTENANCE BUILDINGS/GROUNDS	11.82
		MISC SALES 2401-665393	
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	120.15
		TREATED MCA 2401-665758	
660-00-53610-000-834		MAINTENANCE BUILDINGS/GROUNDS	22.81
		STAR-BIT/R4 MULTI 2401-666190	
660-00-53610-000-834		MAINTENANCE BUILDINGS/GROUNDS	8.43
		TREATED MCA 2401-666216	
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	259.99
		PREMIUM SPF/PC BOX 2401-666223	
Total			456.68
<hr/>			
2/12/2024 NILE XPEDITE SOLUTIONS OF WISCONSIN LLC			
DELIVER SAMPLES			
660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	1,155.00
		DELIVER SAMPLES 1445	
Total			1,155.00
<hr/>			
2/12/2024 NORTH CENTRAL LABORATORIES, INC.			
NIST TRACEABLE			
630-00-54120-000-930		LAB CERTIFICATIONS	184.33
		NIST TRACEABLE 498514	
Total			184.33
<hr/>			
2/12/2024 NORTHERN OZAUKEE SCHOOL DISTRICT			
FEBRUARY SETTLEMENT			
100-00-12100-000-000		TAXES RECEIVABLE	638,954.01
		FEBRUARY SETTLEMENT NOSDFEB24	

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Voucher Nbr	Check Date	Payee	Amount
Total			638,954.01
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	2/12/2024	OZAUKEE COUNTY TREASURER	
		FEBRURY SETTLEMENT	
100-00-12100-000-000		TAXES RECEIVABLE	116,201.22
		FEBRURY SETTLEMENT	
		FEB24	
Total			116,201.22
<hr/>			
	2/12/2024	PEDIATRIC EMERGENCY STANDARDS INC.	
		HANDTEVY MMS/MOBILE	
350-00-52300-301-000		PARAMEDIC MEDICAL SUPPLIES	4,024.63
		HANDTEVY MMS/MOBILE	
		INV-9117	
Total			4,024.63
<hr/>			
	2/12/2024	PETTY CASH	
		MISC SUPPLIES	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	3.50
		POSTAGE SS ADMINISTRATION	
100-00-51440-390-000		ELECTION OTHER SUPPLIES/EXPEN	31.51
		ELECTION PROVISIONS-MIRIAMS BAKERY	
100-00-55200-350-000		PARKS REPAIR/MAINT	4.50
		WATER-SPLASH PAD MEETING	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	5.01
		POSTAGE-1ST CLASS LETTER	
100-00-12100-000-000		TAXES RECEIVABLE	3.00
		TAX REFUND-OVERPAYMENT	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	30.00
		CSM RECORDING FEES	
Total			77.52
<hr/>			
	2/12/2024	PIONEER RESEARCH CORP.	
		RE-FRESH	
660-00-53610-000-826		CHEMICALS	2,666.98
		RE-FRESH	
		264604	
Total			2,666.98
<hr/>			
	2/12/2024	RELIANT FIRE APPARATUS, INC.	
		EQUIP REPAIRS	
350-00-52220-203-000		EQUIPMENT REPAIR/MAINTENANCE	682.50
		EQUIP REPAIRS	
		CI007301	

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Voucher Nbr	Check Date	Payee	Amount
350-00-52220-203-000		EQUIPMENT REPAIR/MAINTENANCE	-65.32
		CREDIT MEMO	
			CC000223
350-00-52220-203-000		EQUIPMENT REPAIR/MAINTENANCE	-195.65
		CREDIT MEMO	
			CC000224
Total			421.53
<hr/>			
2/12/2024 SECURIAN FINANCIAL GROUP			
LIFE/ACCIDENT INSURANCE			
100-00-51940-000-000		LIFE INSURANCE	215.06
		LIFE INSURANCE	
			MARCH24
100-00-51960-000-000		HEALTH INSURANCE	50.88
		ACCIDENT INSURANCE	
			MARCH24
Total			265.94
<hr/>			
2/12/2024 STEVLINS HARDWARE, INC.			
LOCKSMITH /SLEEVE ASSEMBLY			
350-00-52220-207-000		MAINTENANCE - BUILDING	251.00
		LOCKSMITH/SLEEVE ASSEMBLY	
Total			251.00
<hr/>			
2/12/2024 TELEFLEX LLC			
MEDICAL SUPPLIES			
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	747.50
		MEDICAL SUPPLIES	
Total			747.50
<hr/>			
2/12/2024 TOTAL ENERGY SYSTEMS, LLC			
GENERATOR REPAIRS			
350-00-52220-207-000		MAINTENANCE - BUILDING	3,680.86
		GENERATOR REPAIRS	
			INV113569
Total			3,680.86
<hr/>			
2/12/2024 VERIZON			
POLICE DEPT			
100-00-52100-350-000		REPAIR/MAINTENANCE POLICE	237.48
		POLICE DEPT	
			9955534101
350-00-52280-801-000		AMBULANCE EXP-UTILITIES	79.16
		AMBULANCE PHONES	
			9955534101
600-00-53700-000-640		SUPPLIES & EXPENSES	79.16
		WATER PHONES	
			9955534101

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Voucher Nbr	Check Date	Payee	Amount
660-00-53610-000-827		OTHER OPERATING	38.01
		SEWER DEPT PHONES	
		9955534101	
350-00-52300-306-000		PARAMEDIC MISC	90.58
		PARAMEDIC PHONE/HOT SPOT	
		9955534101	
		Total	524.39
<hr/>			
	2/12/2024	WALDSCHMIDT'S TOWN & COUNTRY MART	
		PLow SHOES	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	133.50
		PLow SHOES	
		10528	
		Total	133.50
<hr/>			
	2/12/2024	WE ENERGIES	
		GAS/ELECTRIC	
100-00-51600-220-000		ELECTRIC VILLAGE HALL	534.62
		FGC ELECTRIC	
		4894449846	
100-00-51600-223-000		GAS VILLAGE HALL	158.13
		FGC GAS	
		4894449846	
100-00-55200-220-000		PARKS ELECTRIC	26.25
		MARIE KRAUSE PARK	
		4896032800	
660-00-53610-000-821		FUEL & POWER EXPENSE	851.51
		HMTR WASTE WATER GAS	
		4897733643	
350-00-52230-302-100		OPERATING EXPENSE-GAS/OIL	797.55
		HMTR-201 S MILW GAS	
		4897874906	
100-00-52100-223-000		GAS UTILITY POLICE	204.29
		416 FREDONIA AVE	
		4897866204	
100-00-53270-223-000		GAS BUILDINGS (SHOP)	896.29
		GARAGE-420 WHEELER	
		4895369534	
660-00-53610-000-821		FUEL & POWER EXPENSE	103.15
		LIFT STATION ELECTRIC	
		4894662621	
660-00-53610-000-821		FUEL & POWER EXPENSE	13.89
		LIFT STATION GAS	
		4894662621	
100-00-55200-220-000		PARKS ELECTRIC	79.13
		REGAL DR-ELECTRIC	
		4895609302	
350-00-52230-302-400		OPERATING EXPENSE-ELECTRIC	1,296.98
		FIRE STATION-ELECTRIC	
		4894111640	
100-00-55200-220-000		PARKS ELECTRIC	28.14
		FIREMANS PARK-AREA LIGHTING	
		4894822405	

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Voucher Nbr	Check Date	Payee	Amount
100-00-55200-220-000		PARKS ELECTRIC	222.40
		STONE CREEK PARK	4895537054
100-00-53420-220-000		ELECTRIC STREET LIGHTING	24.46
		ENTRANCE SIGN	4894506970
100-00-53270-220-000		ELECTRIC BUILDINGS/GROUNDS	241.06
		MAINT BLDG 420 WHEELER	4894741962
100-00-55200-220-000		PARKS ELECTRIC	14.73
		OAK PARK	4894740813
100-00-53420-220-000		ELECTRIC STREET LIGHTING	4,487.43
		STREET LIGHTING	4894497092
100-00-53270-220-000		ELECTRIC BUILDINGS/GROUNDS	15.36
		420 WHEELER AVE-LIGHTING	4895164692
100-00-53420-220-000		ELECTRIC STREET LIGHTING	14.38
		LED STREET LIGHT	4896062968
660-00-53610-000-821		FUEL & POWER EXPENSE	36.79
		LIFT STATION	4894190933
660-00-53610-000-821		FUEL & POWER EXPENSE	3,530.05
		WWTP ENERGY ANALYSIS-ELECTRIC	4897912691
600-00-53700-000-620		POWER FOR PUMPING	980.96
		PUMP HOUSE 1	4895526131
600-00-53700-000-620		POWER FOR PUMPING	109.96
		WATER TOWER	4895307660
600-00-53700-000-620		POWER FOR PUMPING	1,301.51
		PUMP HOUSE 2	4897698476
		Total	15,969.02

2/12/2024

WORKHORSE SOFTWARE SERVICES, INC.

SIGNATURE FONT

100-00-51420-125-000		AUDIT & BOOKKEEPING	30.00
		SIGNATURE FONT	5770
		Total	30.00

Grand Total

893,596.09

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Amount

Total Expenditure from Fund # 100 - GENERAL FUND	852,221.34
Total Expenditure from Fund # 110 - CAPITAL PROJECTS	4,592.00
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	13,112.54
Total Expenditure from Fund # 600 - WATER UTILITY	13,159.84
Total Expenditure from Fund # 630 - LABORATORY	220.93
Total Expenditure from Fund # 660 - SEWER UTILITY	10,289.44
Total Expenditure from all Funds	893,596.09

From the Desk of:
Christophe E. Jenkins
Village Administrator



February 2024
Village Administrators Report

1. Smart Residential, Industrial, and Commercial Growth

The Village had a few meetings with Hillcrest Builders to try to facilitate a path forward for both parties regarding development on the Northside. The environmental company who owns the parcels on the Southend of the Village are moving forward with their demo plans to then sell off the property to another developer by the middle of this year, which is a positive step as well.

Our team met with a potential buyer within the Industrial Park on an offer to purchase that we will be discussing at this Board meeting as well. Jim Larkin and I had an introductory call with M7 to put Fredonia on their radar when connecting large businesses with areas to locate.

President Gehrke and I toured Badger Paperboard for our January 2024 Business of the Month – great opportunity to learn more about their business and discuss their growth plan over the next few years.

2. Responsible Fiscal Policy

Tax collection for 2024 on the Village side is completed. This was an all-hands-on-deck effort to allow for proper collection of taxes, and then reconciliation by our wonderful Treasurer to all the other jurisdictions. Speaking of our wonderful Treasurer... it's audit season! Melissa was hard at work over multiple weeks compiling document and fielding questions from BakerTilly for our annual audit. Thank you to her for all these efforts!

The Village Board approved, and staff executed, documents for our various borrowings over the next two years. Due to a positive rating outlook, our rates ended up being lower than estimated, saving us \$777k in interest over time! Thank you to our team at Ehlers for walking us through this process and Clerk Johnson for keeping us organized.

3. Support Public Safety & Infrastructure

DPW Crews were busy updating certifications and securing appropriate licenses for the testing lab. Director Paulus continues to solicit offers to test for various municipalities and large companies, so I thank him for these efforts and the passion he has behind this project. Eric and his crew have also been working with Strand on mapping out utilities and areas to address for Highland's reconstruction.

The County conducted an audit of our paramedic program utilization thus far and we passed with flying colors. We hope to secure the remaining funding for the program at the end of March.

4. Encourage Open Communication & Collaboration

President Gehrke, Sgt Leet, Trustee Abegglen, and I held our quarterly “Coffee with the Village” event where we solicited some ideas and feedback from the community.

Clerk Johnson and I conducted our Village and Town joint Election Inspector Training. This is a State mandated training to bring our new and returning election works up to speed on various updates and important information to allow us to securely carryout elections right here, “in our own little corners of democracy” (as Michelle likes to say 😊).

5. Strong Sense of Community

The Splash Pad project continues to be a topic of discussion as we applied for a couple different community-based grants, continued talks for in-kind donations, and secured a significant donation from Port Washington State Bank for naming rights. Look forward to sharing more on this in the coming weeks.

Parks and Rec and 150th met to discuss their various upcoming events. We have a busy 2024 ahead of us, but a lot of opportunities to bring the community together!

Overall, we continue to make significant progress in achieving the Village of Fredonia's overarching goals.

Thank you,

Christophe E. Jenkins – Village Administrator



FREDONIA VILLAGE MARSHAL
REPORT TO VILLAGE BOARD
January 31, 2024

SIGNIFICANT EVENTS:

UPCOMING EVENTS:

AS OF: January 31, 2024

HOURS:	285	2023 TOTAL:	3530.25
AVERAGE PER WEEK:	71.25	2023 AVERAGE:	73.5
COMPLAINTS 2024:	334	COMPLAINTS 2024:	750
ARRESTS 2024:	73	ARRESTS 2023:	96

EQUIPMENT ISSUES: None

MISCELLANEOUS: Sgt. Leet graduated from the Department of Justice, New Sheriff and Chiefs training.

Final 2015 revenue:	\$1,777.71
Final 2016 revenue:	\$5559.55
Final 2017 revenue:	\$3762.85
Final 2018 revenue:	\$1190.04
Final 2019 revenue:	\$4900.00
Final 2020 revenue:	\$1094.00
Final 2021 revenue:	\$6500.00
2022 revenue:	\$2960.00
2023 revenue:	\$666
2024 revenue	
The 7 average is:	\$3540.59

Eric Paulus
Director of Public Works



PO Box 159
242 Fredonia Ave
Fredonia, WI 53021
Phone (262) 483-0275
Fax (262) 692-2883
dpwdirector@fredoniawi.gov

Water

Had a watermain break at 902 Fredonia ave. Did retesting for Organics that the outside Lab missed.

Wastewater

Did the Labs annual blind proficiency testing and all results submitted were passing. Included in this years Lab testing, we added Nitrate for water. Only municipal lab in Ozaukee County that can test for Nitrate for the public.

Parks

Did a chipper demo and chipped some of the dead trees with took down in the park. Took down a list of failing playground equipment and benches in the parks.

Streets

Had a decent size snow event that crippled our plowing equipment. At one point we had the Loader and a dump truck down and this dump truck was never involved with snow removal this year. Not having a second truck to salt the streets before the deep freeze set in, we fell behind and could not keep the streets open/clear. We plowed the streets with pickups. That did not fare well. Both the tractor snowblowers for sidewalks broke down.

Director

Getting all snow equipment fixed from snow. 2006 Dump truck is still waiting for parts. 2012 Ford pick up has multiple lights not working on the truck. 2016 trucks plow broke the frame in 2 spots. One tractor snowblower needed over \$600 in repairs. Other tractor snowblower had to be towed back to the shop and repaired in house.

From the Desk of
Michelle Johnson
Village Clerk

February 15th, 2024 Update to the Board

February has been spent receipting water bills, processing permit applications and animal licensing. Chicken permits were due at Village Hall by January 31st and dog licenses are due by March 31st.

Preparations have begun for the reval, BOR and Open Book. I've confirmed the meeting schedule with our assessor and board members and public notice has been drafted. Open Book is scheduled for May 15th, and the BOR will not be held until June 25th (about a month later than usual) due to the extra work involved with the Village's reval. We've consciously been communicating with residents about the upcoming reval over the winter, including a letter of explanation mailed to each resident in their tax bill and a letter from our assessor, Les Aherns, in the Autumn newsletter. Catalys will be sending an initial notice of assessment to property owners in early April, Open Book determinations will go out a week to 10 days after OB. FYI: Eric Feavel will be out and about in the Village in the upcoming weeks visiting homes that had 2023 construction projects. He is in a blue Subaru Impreza and will have the Village magnet on his car to identify him as an employee.

I sent Tax Exemption Reports to applicable properties and will file the DOR report as property owners return completed forms.

We have executed closing documents for the bond package approved at the February 1st, 2024, meeting, and expect funds on February 22, 2024. The BCPL State Trust Funds loan was also approved. We are processing a bit more paperwork before we can draw on that loan and expect funds to be disbursed in early March.

There are several upcoming committee meetings:

Finance Committee- February 26th, 2024

Planning Commission- March 4th, 2024

150th Anniversary Subcommittee- March 7th, 2024

Public Safety Committee-March 19th, 2024

Fredonia Government Center Commission: TBD

I am working to finalize attendance, agenda items and packets with appropriate board members and staff.

Finally, we held two Election Inspector Trainings and managed to get the vast majority of both the Town and the Village's inspectors trained up. We won't have to hold significant training sessions as we have the last few months until 2026! Election notices for the April 2nd election have been sent to the paper and will publish before March 5th.

**REPORT FROM TREASURER
FEBRUARY 15, 2024**

Summary of activities completed:

- Day to day operations of the Village
- Processing invoices for payment
- Processing payroll and all associated requirements
- Bank reconciliations
- Completed training administered by Administrator Jenkins and Clerk Johnson to work as an Election Inspector. Training required should I need to fill in if an Election Inspector does not report to duty or coverage is needed for rotating breaks
- Administrator Jenkins and I answered questions and provided information regarding the audit of the paramedic grant funds
- Annual Audit - gathered and provided information as requested by the Audit team at Baker Tilly. This was very time consuming requiring the majority of my time for better than a week.
- Completed the Annual WRS reconciliation
- Continued with Tax Collections through the end of January.
- Receipting water/sewer bills
- Processing and mailing past due water and sewer bills
- Training with Beacon Advanced Metering Analytics being held 2/13/24 to include Director Paulus, B Heinen, and myself

Village of Fredonia Board of Trustees,

I am a resident of the Village of Fredonia. I have owned a home in the Village since 2006. I have four young children and we all love to travel across town to the different parks or to friend's and family's homes. We usually ride bikes or walk on nice days but we do own a golf cart and we thought it would be nice to take that around town from time to time for a change of pace.

I would like you to consider adopting a revision to the ordinances of the Village of Fredonia to allow golf carts to travel on the village streets. I am not asking for ATVs and UTVs to be allowed on the streets. I can see how ATVs/UTVs pose a safety concern and possible noise complaints due to their loud engines and high rates of speed. Golf carts do not go above 15-20 miles per hour and are very quiet. In my opinion, the majority of the Village streets are nice and wide which allows plenty of room for a golf cart to drive on the right side of the street without interrupting the flow of regular traffic.

I have provided a copy of the ordinance that was adopted by the village of Belgium for your consideration. A copy of their ordinance should be included in the agenda packet. Please read through it. I feel they did a very good job of creating an ordinance to keep people safe and prevent incidents or accidents. The regulations that they have outlined in their ordinance ensure the safety and welfare of persons and property relative to the operation of golf carts on public streets within the village.

I did contact the Village of Belgium and in my discussion with the clerk she informed me that there have been zero incidents and zero complaints pertaining to golf cart use within the Village since they adopted this ordinance. She said that they currently have approximately 10-12 registered golf carts within the Village.

In conclusion, I ask you to please consider my request to adopt a golf cart ordinance. I feel this could be a fun, safe, and eco-friendly way to travel short distances within the Village of Fredonia.

Thank you for your consideration.

Sincerely,
Mark Buechler
252 Clover Lane, Fredonia WI 53021

ORDINANCE NO. 02-22

**ORDINANCE AMENDING TITLE OF ARTICLE IVA OF CHAPTER 262
AND CREATING § 262-18.10 OF THE CODE OF
THE VILLAGE OF BELGIUM, OZAUKEE COUNTY, WISCONSIN**

BE IT ORDAINED, by the Village Board of the Village of Belgium, Ozaukee County, Wisconsin, that the title of Article IVA of Chapter 262 is hereby amended and § 262-18.10 is hereby created to read as follows:

**Chapter 262
VEHICLES AND TRAFFIC**

ARTICLE IVA

All-Terrain Vehicles and Utility Terrain Vehicles; Golf Carts

§ 262-18.10. Golf carts.

- A. Purpose. The purpose of this section is to establish regulations to ensure the safety and welfare of persons and property relative to the operation of golf carts on public streets within the Village.
- B. Definitions. As used in this section, "golf cart" is defined as a vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding 20 miles per hour on a paved, level surface.
- C. Operation of golf carts allowed; exceptions.
 - (1) Allowed - The operation of golf carts on the public streets within the Village where the speed limit is 25 miles per hour or less in compliance with the provisions of this section shall be permitted; however, it shall be unlawful to operate any golf cart that is not properly registered with the Village or operate any golf cart at any place, time or in any manner not authorized herein or in violation of the provisions of this section.
 - (2) Exceptions. The operation of golf carts is not subject to the provisions of this section under the following circumstances:
 - (a) The operation of golf carts at golf courses or on private property, with the consent of the owner.
 - (b) The use of a golf cart in connection with a parade, a festival or other special event, provided the consent of the event sponsor is obtained and provided the golf cart is used only during such event.

D. License Required.

No person who is less than 16 years of age or who does not have a valid driver's license issued by the State of Wisconsin or some other state may operate a golf cart on any public street within the Village. For purposes of this section, a learner's permit shall not be considered as a valid driver's license nor shall any license that has been revoked or suspended for any reason be considered as a valid driver's license during the period of suspension or revocation.

E. Registration.

- (1) Registration required. No golf cart may be operated on any public street within the Village unless the golf cart has first been registered with the Village Clerk as required herein. The registration shall be renewed thereafter in accordance with the provisions of this section. To evidence the registration, the owner shall be issued an annual permit which shall be displayed in a prominent, visible place on the rear fender of the golf cart or at such other place as may be approved by the Village Marshal. The permit may contain a registration number assigned for the golf cart and may contain an expiration date. The permit shall be valid for one year from July 1 to June 30. A registration fee in the amount established by resolution of the Village Board shall be paid to the Village at the time the application for registration is filed with the Village Clerk or for any renewal of the application.
- (2) Application. The application for registration shall be made to the Village Clerk on forms provided by the Village. The application may, among other things, require the owner's name, street address, mailing address, a phone number, the make, model and identification or serial number of the golf cart, proof of insurance as described below, and such other information as may be reasonably required, as well as a release or disclaimer of liability by the Village for accidents involving the registered golf cart.
- (3) Proof of liability insurance. The owner of the golf cart must provide a certificate of insurance listing the company, policy term, and minimum limits of liability of \$100,000 per person, \$300,000 per accident and \$5,000 medical.
- (4) Inspection. Prior to issuing the initial registration permit or any renewal thereof, the golf cart shall either be inspected by the Village Marshal or, in place of inspection, the Village Marshal may require photographs submitted of the golf cart, to determine that:
 - (a) The golf cart is equipped with a rear vision mirror and at least two red rear reflectors at least three inches in height and width;
 - (b) The golf cart is equipped with a reflective "slow moving" sign or flag on the rear of the cart;
 - (c) The brakes provided by the manufacturer of the golf cart are in proper working order;

- (d) The golf cart has all of the standard safety features provided by the manufacturer and has not been modified to exceed a speed of 20 miles per hour, nor otherwise modified in any way that creates a hazard; and
 - (e) The golf cart is equipped with all mechanical systems and safety equipment required by this section.
- (5) Denial and revocation. The initial registration of a golf cart may be denied or subsequently revoked by the Village Clerk if it is determined that:
- (a) The application contains any material misrepresentation;
 - (b) The golf cart is not in compliance with the requirements of this section;
 - (c) The golf cart has been altered or customized and no longer meets the definition of a golf cart;
 - (d) Equipment supplied by the manufacturer, especially safety equipment, has been removed from the golf cart or the vehicle identification or serial number has been removed; or
 - (e) Other good cause shown including repeated violations of this section.

F. Operational regulations.

Golf carts shall not be operated on the public streets of the Village, except in full compliance with the following:

- (a) Hours of operation. Golf carts may be driven on approved public streets from sunrise until sunset, except that golf carts equipped with at least one operating headlight having at least a 55-watt halogen or equivalent bulb on the front of the golf cart and two operating red taillights on either side of the rear of the golf cart, all of which are visible from a distance of 250 feet, may be operated one-half hour before sunrise until one-half hour after sunset. Golf carts may not be operated when fog, smog, smoke, snow or other conditions reduce visibility so that the golf cart is not visible for a distance of 250 feet.
- (b) Motor vehicle laws. All laws regarding the use of motor vehicles in the State of Wisconsin and all ordinances regarding the use of motor vehicles in the Village not inconsistent therewith shall be observed, except that no golf cart may be operated at a speed in excess of 20 miles per hour.
- (c) Right-of-way. The operator of a golf cart shall yield the right-of-way to motor vehicles and pedestrians. Golf carts shall operate in a single-file on the far right side of the roadway with the flow of traffic.
- (d) Public property and sidewalks. Golf carts shall not be operated on any sidewalk, pedestrian walkway, public park, bike path, or public trail except by Village personnel while on Village business. Notwithstanding anything herein to the contrary, golf carts shall not be operated on property owned or leased by the Village except with the express written consent of the Village Board and upon the terms and conditions as may be set forth in such written consent, or to gain access to a parking lot for purposes of parking.
- (e) Golf cart capacity. The number of occupants in a golf cart shall be limited to the number of persons for whom individual seating is installed and all riders must remain seated at all times while the golf cart is in operation.
- (f) Commercial purposes. Golf carts may not be used for the commercial carrying of passengers or the hauling of freight.

- (g) Parking. Golf carts may only be parked in the same manner and at the same places designated for the parking of motor vehicles. The stopping, standing, or parking of golf carts in an area where parking is not allowed or in any place that impedes the flow of traffic, pedestrian walkways or a passageway is prohibited.
- (h) Towing. Golf carts may not be used for the purpose of towing another cart, trailer, or vehicle of any kind or for towing a person on rollerskates, skateboard, or bicycle.

G. Disclaimer and liability.

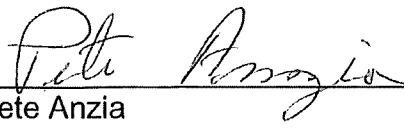
- (a) Disclaimer. Golf carts are not designed for nor manufactured to be used on public streets and the Village neither advocates nor endorses the golf cart as a safe means of travel on public streets, roads, and highways. The Village in no way shall be liable for accidents, injuries or death involving the operation of a golf cart.
- (b) Assumption of risk. Any person who owns, operates, or rides upon a golf cart on a public street, road or highway within the Village does so at his or her own risk and peril and assumes all liability resulting from the operation of the golf cart.

H. Violations and penalties.

If any person shall violate this chapter, he or she shall be subject to loss of the registration permit issued under this section for a period of one year and a forfeiture as provided in Chapter 1, § 1-5, of this Code.

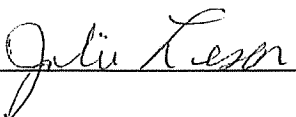
This ordinance shall become effective upon its passage and posting.

Dated this 11 day of April, 2022.



Pete Anzia
Village President

ATTEST:

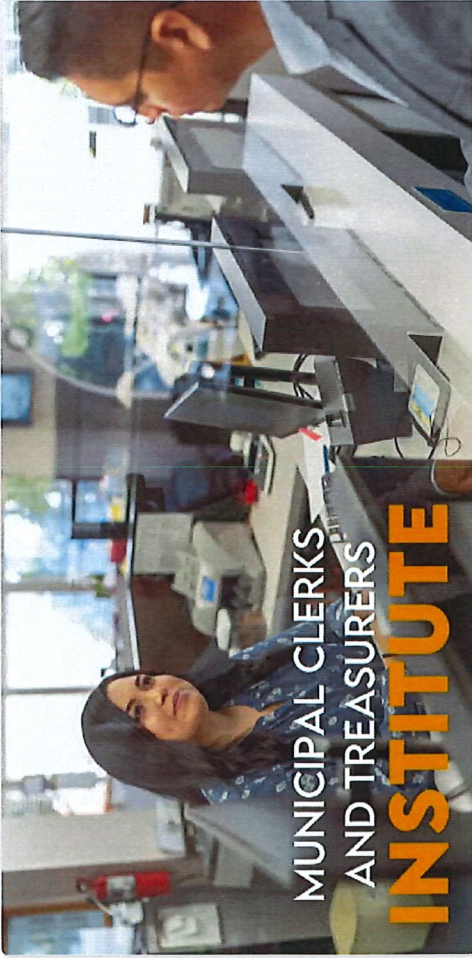


Julie Lesar
Village Clerk



Request for Board Consideration

Item Description: Request to Attend the Municipal Clerk's and Treasurer's Institute	
Report Prepared By: Michelle Johnson	
Report Date: 02/01/2024	Meeting Date: 02/15/2024
Strategic Priority? <ul style="list-style-type: none"> ○ Smart Residential, Industrial, or Commercial Growth ○ Responsible Fiscal Priority ★ Supports Public Safety and Infrastructure ○ Encourages Open Communication and Collaboration ○ Strong Sense of Community 	
Fiscal Summary: \$499 per attendee, \$998 total	
Budget Line Item: 100-00-5100-320-00	
Wisconsin Statute or Local Ordinance:	
Background Analysis: Attendance at the Municipal Clerks and Treasurers Institute was a condition of our hire. Classes begin Sunday, July 14, 2024, and run through Friday, July 19, 2024. Classes are live via zoom.	
Staff Comments: Last year we attended classes from our homes to give the classes and fellow attendees our undivided attention.	
Administrator's Recommendation: Approve	
Action Requested: Motion to Approve Attendance to the Clerks and Treasurers Institute by Treasurer Depies and Clerk Johnson	
Attachments: <ol style="list-style-type: none"> 1. Flyer for Institute 	



JULY 14

2024 Clerks and Treasurers Institute

REGISTER

2024 Clerks and Treasurers Institute

The Municipal Clerks and Treasurers Institute consists of a three-year program of interactive, live online sessions via Zoom that takes place during one-week sessions recurring annually. Participants select and register for their track, and UW-Green Bay provides links so that participants can join the cohort live. The session length depends on the content.

There is a curriculum track for Clerks and a separate curriculum track for Treasurers. The week consists of 33-34 contact hours per attendee. Each year the curriculum increases in difficulty, building on the knowledge gained the previous years. New students must sign up for Year One.

After three years when attendees have completed an accumulated total of 100 hours of programming, Clerks graduate from the Clerks Institute while Treasurers graduate from the Treasurers Institute.

Scholarships

The Wisconsin Municipal Clerks Association (WMCA) and the Municipal Treasurers Association of Wisconsin (MTAW) offer full and partial scholarships. The scholarship applications are available on their websites in January. Scholarships range from \$100 to all tuition paid. The applications are easy to fill out and well worth the effort. Last year attendees received scholarships totaling over \$19,000.

<https://www.uwgb.edu/govt/clerks-treasurers-institute/scholarships/>

Date & Time

- Sun, July 14, 2024, 6:00 PM CT
- Fri, July 19, 2024, 5:00 PM CT

REGISTRATION OPTIONS

- Clerk Year One: \$499.00
- Clerk Year One TOWN: \$499.00
- Clerk Year Two: \$499.00
- Clerk Year Two TOWN: \$499.00
- Clerk Year Three: \$499.00
- Clerks Completion: \$499.00
- Treasurer Year One: \$499.00
- Treasurer Year Two: \$499.00
- Treasurer Year Three: \$499.00
- Treasurers Completion: \$499.00
- Alumni Special Track: \$499.00
- In-Person Clerk Year One: \$649.00



Request for Board Consideration

Item Description: GIS-Updates	
Report Prepared By: DPW Director Eric Paulus	
Report Date: 2-13-2024	Meeting Date: 2-15-2024
Strategic Priority? <ul style="list-style-type: none"> ○ Smart Residential, Industrial, or Commercial Growth ○ Responsible Fiscal Priority ★ Supports Public Safety and Infrastructure ○ Encourages Open Communication and Collaboration ○ Strong Sense of Community 	
Fiscal Summary: \$ \$6,000	
Budget Line Item: Split between Sewer 660-00-53610-000-852 and water 600-00-53700-000-682	
Wisconsin Statute or Local Ordinance: N/A	
Background Analysis: GIS provides staff with locations of sewer, water, storm. GIS also provides homeowner information, lot lines and anything noted.	
Staff Comments: The dashboards do not have current years included. Certain layers do not have color coding to separate pipes and valves. Inspection reports lack current inventory. An upgrade to our system is required to maintain all of these.	
Administrator's Recommendation: Approve	
Action Requested: Motion to Approve Updates and Upgrades to GIS – Storm, Sanitary, and Water Not-to-Exceed \$6,000	
Attachments: <ol style="list-style-type: none"> 1. GIS Quote 2. 3. 	



January 8, 2024

Mr. Eric Paulus
Director of Public Works
Village of Fredonia
420 Wheeler Ave
Fredonia, WI 53021

**RE: Proposal for 2024 GIS Updates
Village of Fredonia | 2024 GIS Administration Assistance and Updates
Mead & Hunt Proposal Number M4666721-240402.01**

Dear Mr. Paulus,

Mead & Hunt, Inc. (Mead & Hunt) appreciates the opportunity to provide geographic information systems (GIS) support and technical services to the Village of Fredonia, Wisconsin (Fredonia) for its GIS map updates for 2024.

| PROJECT UNDERSTANDING/BACKGROUND

This proposal offers GIS support and technical services to Fredonia. We look forward to assisting Fredonia in achieving their GIS system goals.

| SCOPE OF WORK FOR GIS SERVICES

Mead & Hunt's GIS services may include:

- GIS server administration and upgrades
- GIS system application updates (e.g., HUB, ArcGIS Online, Portal)
- Geodatabase enhancements and layer development
- Utility system data management and enhancements
- Mobile GIS application implementation and configuration
- Dashboard development
- As-built conversion
- Rest services configuration
- Script updates/model development
- Staff training
- Technical support and troubleshooting
- GPS surveying

For additional information on the Scope of Work and Estimated Costs, see Attachment A. The Assumptions and Exclusions inherent in Mead & Hunt's proposed GIS services are included in Attachment B.

Mead & Hunt will work collaboratively with Fredonia to establish future GIS priorities and define task-specific levels of effort as GIS support services are identified and executed.

| COMPENSATION

Mead & Hunt will complete the above-described Scope of Work on a time and materials basis. We will keep Fredonia apprised of the project status and budget on a monthly basis. We will not exceed the proposed project fee nor initiate any out-of-scope services without prior written authorization from Fredonia.

For purposes of establishing a project budget, services Mead & Hunt conducts in 2024 will be provided on a time and materials basis not to exceed \$6,000, without additional written authorization from Fredonia.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Mead & Hunt requires that Fredonia provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

| TERMS AND CONDITIONS

The Scope of Work and Compensation stated in this proposal are valid for a period of 30 days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Fredonia and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Attachment A, hereto.

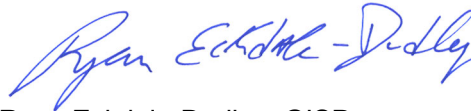
We appreciate the opportunity to offer our continued GIS services. We welcome any questions regarding this proposal and look forward to our continued collaboration with you.

Sincerely,

MEAD & HUNT, INC.



Kyle Engelking
GIS Supervisor



Ryan Eckdale-Dudley, GISP
GIS Market Leader

MEAD & HUNT PROPOSAL NO. M4666721-240402.01

2024 GIS SUPPORT & TECHNICAL SERVICES ACCEPTED BY:


CLIENT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Mead & Hunt. considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Mead & Hunt's prior written consent.



Attachment A
Scope of Work
and
Cost Estimate

| SCOPE OF WORK – VILLAGE OF FREDONIA 2024 GIS UPDATES

Mead & Hunt, Inc. (Mead & Hunt) will work with the Village of Fredonia (Fredonia) to update its current GIS layers. The following tasks are suggested to support the Fredonia Utility team in 2024.

Item 1 | GIS Layer Unique ID Updates

This task is for general maintenance and updates to the GIS layers. Such updates may include:

- Mead & Hunt will update the data to allow for the re-identification of the utility layers based on equal sized geographic sections of Fredonia. Each section will have a unique code identification (Ex: Section A, B, C, etc.). A new ID field will be added to the data to enable Fredonia to update the data for the following layers:
 - ◆ Sanitary manholes
 - ◆ Sanitary pipes
 - ◆ Water valves
 - ◆ Water mains
 - ◆ Hydrants
 - ◆ Catch basins
 - ◆ Storm manholes
 - ◆ Outfalls
 - ◆ Storm pipes
- Previous asset numbers will be kept in the attributes for reference.

Item 2 | Utility Dashboard Updates

- Mead & Hunt will work with Fredonia staff to update the existing utility dashboards. The current dashboards were built in 2021 and need to be refreshed to the current Director of Public Works standards.

Item 3 | As-Needed GIS Updates

- This task will address other GIS-related requests by the Village for 2024.


Appendix A

SCOPE OF WORK AND ESTIMATED COSTS

| Estimated Cost

Item	Description	Task Fee
1	GIS Layer ID Updates	\$ 1,500
2	Utility Dashboard Updates	\$ 3,000
3	As-Needed GIS Updates	\$ 1,500
Total Estimated Cost with Option (Time & Materials Not to Exceed)		\$6,000

Note: The above breakdown of the Tasks 1-4 project fee is for informational purposes only. Mead & Hunt reserves the right to apply any cost from one line item to another line item.



Attachment B
Assumptions
and
Exclusions

| ASSUMPTIONS


In the development of our proposed scope of services, level of effort, and schedule, Mead & Hunt has made the following assumptions:

- Geodatabase model will be provided as an Environmental Systems Research Institute (ESRI) file geodatabase.
- Proposed GIS services are specific to creating an ESRI-based ArcGIS Online (AGOL) GIS system.
- The City of Fredonia (Fredonia) is responsible for purchasing and maintaining an AGOL subscription. Mead & Hunt will assist in this effort.
- Fredonia will be responsible for populating asset attributes in the GIS.
- Fredonia will be responsible for performing any asset inventory and populating asset attributes in the GIS not identified on the existing GIS provided by Fredonia.
- Fredonia will provide existing forms for guidance on what information needs to be collected for water and sanitary sewer workflows.
- If Fredonia requires desktop mapping capabilities, it will be responsible for purchasing a desktop license of ArcGIS.
- If subsequent review of asset information identifies additional effort is required to complete items not included in this Scope of Work, Mead & Hunt will provide Fredonia with a written estimated level of effort to complete prior to execution.

| EXCLUSIONS

The following exclusions apply to this proposal and are not included in the project cost:

- No GPS or geographic corrections will be made by Mead & Hunt. We anticipate Fredonia will conduct any needed corrections.



Attachment C
Terms
and
Conditions

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Kyle Engelking
6737 West Washington Street, Suite 3500
West Allis, WI 53214
Kyle.Engelking@meadhunt.com

Client Project Manager:
Eric Paulus
420 Wheeler Avenues
Fredonia, WI 53021
dpwdirector@fredoniawi.gov

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
Address
Address
Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
of a form and in an amount as required by state law

- B. Employer's Liability:
\$1,000,000 each accident
\$1,000,000 disease, each employee
\$1,000,000 disease, policy limit

- C. Automobile Liability (including all owned, hired and non-owned vehicles):
\$1,000,000 each accident

- D. Commercial General Liability (bodily injury and property damage — combined single limit):
\$1,000,000 each incident
\$2,000,000 annual aggregate

- E. Errors and Omissions:
\$5,000,000 each incident
\$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.