

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
March 8, 2021 – 7:00 P.M.**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, March 8, 2021 at 7:00 p.m.** The meeting will be held online utilizing the zoom app. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: mhilvo@ci.cedarburg.wi.us.

AGENDA

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublit, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – February 16, 2021 Joint Common Council/Town Board minutes and February 22, 2021 Common Council minutes*
8. NEW BUSINESS
 - A. Consider recommendation of Police Chief to deny new Operators license application of Trinity Carlson; and action thereon*
 - B. Discussion on Impact Fee Study; and action thereon*
 - C. Consider Ordinance No. 2021-07 Appropriating Funds in the General Fund for an Impact Fee Study; and action thereon*
 - D. Consider recommendation from Finance Committee regarding FC-5 General Fund Balance Policy; and action thereon*
 - E. Consider recommendation from Finance Committee regarding FC-10 Fund Balance Policy; and action thereon*

- F. Consider award of contract for the Hwy 60 Business Park Roadway Contract; and action thereon*
- G. Consider award of contract for the 2021 Sidewalk Replacement Program; and action thereon*
- H. Consider Ordinance 2021-11 Outdoor Amplified Sound and Music Permit; and action thereon*
- I. Discussion on in-person/Zoom City meetings; and action thereon
- J. Consider Fourteenth-Amended Agreement for the operation of the Mid-Moraine Municipal Court; and action thereon*
- K. Consider extension of alcohol premise description for The Shinery, W63 N678 Washington Avenue, Cedarburg, WI 53012, Troy Reissman, Agent, for an outdoor tent located in the driveway on the northside of The Shinery during Strawberry Festival and Wine & Harvest Festival only; and action thereon***
- L. Consider Resolution 2021-05 authorizing the sale of Outlot 1 of Certified Survey Map No. 2811, Tax Key 13-034-14-000.02; and action thereon*
- M. Consider License/Permit Applications; and action thereon
 - 1. Consider approval of new Operator License application for the period ending June 30, 2021 for Rebecca Blau; and action thereon***
- N. Consider payment of bills dated 01/30/2021 through 02/26/2021, transfers for the period 02/13/2021 through 02/28/2021 and payroll for period 02/07/2021 through 02/20/2021; and action thereon*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report*

10. COMMUNICATIONS

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

11. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the

investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Specifically, to be discussed is item B.

- A. Approval of February 22, 2021 Common Council closed session minutes
- B. Consider cellular tower lease with T-Mobile for location on the monopole constructed on Western Avenue

12. RECONVENE TO OPEN SESSION

- A. Discussion and possible action on cellular tower lease with T-Mobile for location on the monopole constructed on Western Avenue; and action thereon

13. ADJOURNMENT

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

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

** *Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting and one opportunity at the end of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments.*

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

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.

3/04/21 tas

To request reasonable accommodation, contact the Clerk's Office,
(262) 375-7606, email: cityhall@ci.cedarburg.wi.us.



CITY OF CEDARBURG PUBLIC MEETING POLICY DURING COVID-19

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



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

CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 FOR PUBLIC

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



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

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

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

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



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

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

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

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

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

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

**CITY OF CEDARBURG COMMON COUNCIL
TOWN OF CEDARBURG TOWN BOARD
JOINT MEETING**

**CC20210216-1
UNAPPROVED**

February 16, 2021

A joint meeting of the City of Cedarburg Common Council and Town of Cedarburg Town Board was held Tuesday, February 16, 2021 at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and also utilizing the zoom app. Mayor Michael O’Keefe called the joint meeting to order at 8:00 p.m.

Roll Call: Present – Common Council – Mayor Michael O’Keefe, Council Members Sherry Bublitz, Jack Arnett Kristen Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barb Lythjohan

Town Board – Chairman Dave Salvaggio, Supervisors Wayne Pipkorn, Bill Wattson, Gary Wickert, Thomas Esser

Also Present – City Administrator Mikko Hilvo, Deputy City Clerk Amy Kletzien, Town Administrator Eric Ryer, Fire Chief Jeff Vahsholtz, Deputy Chief William Hintz, Fire Inspector Blake Karnitz, interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

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

CONSIDER HIRING A DEPUTY CHIEF AND ONE (1) FIREFIGHTER/AEMT; AND ACTION THEREON

City Administrator Hilvo explained that the Cedarburg Fire Department has budgeted to hire two (2) Firefighter/AEMT’s. The first hire was planned for June 2020 and the second is planned for June 2021. To date, no additional Firefighter/AEMT’s have been hired. Currently, the Department has a part-time Chief and a full-time Fire Inspector/AEMT along with volunteers that respond to calls. The goal to hire two additional Firefighter/AEMT’s was to help with our response time to EMS calls. After further discussions with the Fire Department leadership team and evaluation of the Departments organizational structure, the City is proposing a change from hiring two (2) Firefighter/AEMT’s to a one (1) Firefighter/AEMT and a Deputy Chief (salaried position) to assist the Chief in the management of the Department and respond to EMS calls. It will be valuable to have a Deputy Chief that can assist the Chief in developing a plan for the future growth of the Fire Department and also able to respond to emergency calls.

The additional Firefighter/AEMT would be hired in July of 2021 with a goal of having three (3) full-time staff (Deputy Chief, Fire Inspector/Firefighter/AEMT, and a Firefighter/AEMT) and a part-time Chief by the end of 2021 that will be able to respond to calls in a timely manner.

Fire Chief Vahsholtz explained that currently, he and Fire Inspector Karnitz are responding to 98% of the daytime EMT calls. The request for an increase in staff is twofold; to help handle day-to-day

operations and improve response times. The Department has made great efforts in recruiting volunteers; however, they have not had the response that they need. Fire Chief Vahsholtz also explained their diverse membership which include residents from the Town of Cedarburg and Village of Grafton, which make the response times longer in some cases. Hiring a Deputy Chief would make a salaried person available for assisting in day-to-day operations and responding to calls. The Deputy Chief would be a great asset in developing the Department and helping with succession planning.

City Administrator Hilvo explained that there would be no added costs to the City or Town until 2022. The City budget would increase by \$40,968.51 and the Town budget would increase by \$20,024.62 with the proposed hiring.

Fire Chief Vahsholtz shared an updated organizational chart and staffing sheet. He also shared the staffing at surrounding communities; all of whom have increased their staffing levels considerably. Fire Chief Vahsholtz stated that the Fire Department may have done a disservice to the Department by not asking for any funding help in the past. The Corporation has purchased all the equipment to-date and staffed the Department with all volunteers. People's lives have changed, resulting in less volunteerism which is making it harder to sustain the Department without help.

In answer to Council Member Arnett's question, City Administrator Hilvo explained that the recent Fire Consolidation Study shows that Cedarburg has a slower response time.

Council Member Thome asked if the City will need to continue to rely on Thiensville for advanced life support. Chief Vahsholtz explained that because the City does not have any paramedics, the City will need support from Thiensville. It takes approximately two years to implement a paramedic program and the City does not have this type of commitment to sustain this type of program.

Council Member Lythjohan asked if tonight's proposal were approved, would the Fire Department be able to discuss a paramedic program. She would be fine with paying additional taxes for this level of service.

Fire Chief Vahsholtz explained he would be able to devote more time to network and plan for the future of the Department if the City and Town agreed to adding a paid Deputy Chief to their roster.

Town Supervisor Wattson expressed concern for the EMS program not being self-funding. Fire Chief Vahsholtz explained that Medicare and Medicaid do not pay the full amount for an emergency call and many calls are for this population. Town Supervisor Wattson asked why EMS is a taxpayer issue and asked for more work to be done on the financials for this service.

Town Supervisor Wickert asked if there were any policies in place to collect or pursue insurance reimbursement from third parties.

Fire Chief Vahsholtz explained that outstanding claims involving insurance companies are sent to collections or a payment plan is set up when appropriate. Town Supervisor Wickert suggested filing a lien against those with outstanding debt. City Administrator Hilvo agreed that more work needs to be done in this area.

In answer to Council Member Bublitz's question, Fire Chief Vahsholtz explained that all area Fire Departments rely on taxpayer money for support. He added that the Fire Department has a small budget from the Town and City for operating; however, the Department does so many additional things, such as keeping the Fire Station clean, that they cannot do it all anymore. He understands that levy limits are a concern; however, the entire County has the same predicament.

Council Member Bublitz stated that this is money well spent and she would rather have Police and Fire/EMS services over a new public works vehicle. The City cannot compromise these services and the City will need to start funding Fire and EMS services.

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to approve hiring a Deputy Fire Chief and one (1) Firefighter/AEMT. Motion carried without a negative vote.

Motion made by Town Supervisor Wickert, seconded by Town Supervisor Pipkorn, to approve hiring a Deputy Fire Chief and one (1) Firefighter/AEMT. Motion carried without a negative vote.

CONSIDER FORMING AN AD HOC CITY/TOWN FIRE AND EMS COMMITTEE; AND ACTION THEREON

Town Administrator Ryer stated that after the completion of the Fire Consolidation Study, it will be important to evaluate the joint Fire/EMS services and work on an action plan moving forward. The City/Town are proposing to create an equally represented ad hoc committee consisting of City and Town representatives that will work on a plan and also begin discussing the shared services agreement. He suggested that the Committee be comprised of the Fire Chief or Deputy Chief, one (1) City Council Member, one(1) Town Board Member, two (2) City residents, and two (2) Town residents.

Town Administrator Ryer added that the Committee will be advisory only to the Common Council and Town Board.

Motion made by Council Member Thome, seconded by Council Member Burkart, to approve forming an ad hoc City/Town Fire and EMS Committee. Motion carried without a negative vote.

Motion made by Town Supervisor Wattson, seconded by Town Supervisor Pipkorn, to approve forming an ad hoc City/Town Fire and EMS Committee. Motion carried without a negative vote.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 9:08 p.m.

Motion made by Town Supervisor Wattson, seconded by Town Supervisor Pipkorn, to adjourn the meeting at 9:08 p.m.

Amy D. Kletzien, MMC/WCPC
Deputy City Clerk

**CITY OF CEDARBURG
COMMON COUNCIL
February 22, 2021**

**CC20210222-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held online on Monday, February 22, 2021, utilizing the Zoom app.

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

Roll Call: Present - Mayor Michael O'Keefe, Council Members Jack Arnett, Kristin Burkart, Robert Simpson, Patricia Thome, Barbara Lythjohan, Sherry Bublitz, Rick Verhaalen

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Engineering & Public Works Director Mike Wieser, Treasurer/Finance Director Christy Mertes, news media and interested citizens.

STATEMENT OF PUBLIC NOTICE

At Mayor O'Keefe's request, City Clerk Sette verified that notice of this meeting was provided to the public by forwarding the agenda to the City's official newspaper, the *News Graphic*, to all news media and citizens who requested copies, and by posting in accordance with the Wisconsin Open Meetings Law. Citizens present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS – None

APPROVAL OF MINUTES

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to approve the February 8, 2021 Common Council minutes. Motion carried without a negative vote.

NEW BUSINESS

CONSIDER ORDINANCE NO 2021-08 APPROPRIATING FUNDS IN GENERAL FUND TO TRANSFER TO OTHER FUNDS AND TO DEBT SERVICE TO ACCOMMODATE THE PAYOFF OF STATE TRUST FUND LOAN; AND ACTION THEREON

At the February 8, 2021 Common Council meeting, the Council recommended paying off the State Trust Fund loan using General Fund fund balance. The budgeted payment for 2021 was \$36,073 (principal and interest). The remaining balance of \$220,558.31 will be paid from the General Fund fund balance. Notice of the payoff was given to the Board of Commissioners of Public Lands. There are no penalties for prepayment and the fund balance is still estimated to be greater than the balance required by City policy.

A motion was made by Council Member Bublitz to approve Ordinance No. 2021-08 to appropriate funds in the General Fund to transfer to other funds and to the Debt Service to accommodate the payoff

of the State Trust Fund Loan and was seconded by Council Member Lythjohan. Motion carried without a negative vote.

CONSIDER AGREEMENT WITH BAKER TILLY FOR AN IMPACT FEE STUDY; AND ACTION THEREON

The previous impact fee study conducted in the City was completed in 2012 by Baker Tilly. The impact fees for the Police Department and Library were based on the debt financed for the building construction. In 2020, the City collected the maximum allowable fees for the Police Department. Instead of refunding any fees collected in excess of the allowable amount, Staff is recommending a new study be completed to evaluate the needs of the Police Department and other departments due to the continuing growth of the City. An impact fee study is statutorily required and must show the impact of the development on the community and requirement for fees. The study would cover the Parks, Police, Library, and Water Recycling Reserve Capacity impact fees.

Council Member Arnett expressed concerns with the total cost of this study. Council Member Verhaalen had many questions to be answered before moving forward.

A motion was made by Council Member Arnett to postpone this topic to the next meeting and was seconded by Council Member Thome. Motion carried without a negative vote.

CONSIDER ORDINANCE NO 2021-07 APPROPRIATING FUNDS IN THE GENERAL FUND FOR AN IMPACT FEE STUDY; AND ACTION THEREON

No action was taken by the Council.

CONSIDER ORDINANCE NO. 2021-09 APPROPRIATING FUNDS IN GENERAL FUND FOR TRANSFER TO OTHER FUNDS FOR CAPITAL IMPROVEMENT PROJECTS; AND ACTION THEREON

The City budgeted for the following projects to begin in 2021: City Hall file server (\$13,800), accounting software (\$70,000), street projects (\$100,000), storm sewer projects (\$200,000) and dam repairs (\$100,000). Ordinance No. 2021-09 provides for the transfer of funds to allow these projects to begin.

A motion was made by Council Member Burkart to approve Ordinance No 2021-09 appropriating funds in the General Fund for Transfer to other funds for Capital Improvement projects and was seconded by Council Member Simpson. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2021-06 APPROPRIATING FUNDS FOR THE 2020 SWIMMING POOL OPERATIONS; AND ACTION THEREON

Funds for swimming pool operations were appropriated to the Revenue Fund with the adoption of the 2020 budget. Even though the pool was closed, additional funding is necessary to balance the accounts for 2020. The additional funding is provided from the Special Revenue Fund Recreation Programs fund balance. This fund balance currently carries a balance of \$101,579.

Council Member Bublitz questioned why the balance is so high, to which, Administrator Hilvo explained it is due to the ever-changing number of participants in Recreation programs. Council Member Bublitz would like to utilize Recreation Fund balance to offset future costs.

A motion was made by Council Member Bublitz to approve Ordinance No 2021-06 appropriating funds for the 2020 Swimming Pool operations and was seconded by Council Member Thome. Motion carried without a negative vote.

CONSIDER ORDINANCE NO. 2021-10 INCREASING THE ALLOCATED FUNDS IN THE GENERAL FUND AND CAPITAL IMPROVEMENT FUND FOR THE 2021 BUDGET TO ACCOMMODATE ENCUMBRANCES FROM 2020; AND ACTION THEREON

There were various projects budgeted in 2020 that are not scheduled to be completed until 2021. In order to properly account for these projects from 2020, an appropriation of funds in the General Fund and Capital Improvement Fund should be approved.

A motion was made by Council Member Burkart to approve Ordinance No. 2021-10 increasing the allocated funds in the General Fund and Capital Improvement Fund for the 2021 budget to accommodate encumbrances from 2020 and was seconded by Council Member Lythjohan. Motion carried without a negative vote.

CONSIDER PLACEMENT OF TWO (2) RADAR FEEDBACK SPEED SIGNS ON WESTERN ROAD TO ADDRESS SPEEDING COMPLAINTS; AND ACTION THEREON

The Cedarburg Police Department completed a speed study in November 2020 on Western Road and found the average speed to be 29.3 miles per hour and the 85th percentile speed to be 32.5 miles per hour. These numbers suggest positive compliance with the current speed limit. However, it was discovered there were forty-five (45) vehicles traveling at 40 miles per hour or higher. The Police Department has been heavily enforcing the area. In 2020, officers utilized radar 368 times and conducted 275 traffic stops on Western Road.

Staff proposed the use of two radar feedback speed signs as a solution. These signs would collect speed data without the issuance of any speeding tickets.

Council Member Burkart has been working on this issue for the last year and one half and would like to do more than utilize the radar feedback signs.

Engineering and Public Works Director Wieser will research the mobility of the signs. If they may be moved, the signs could potentially rotate between Western Road, Sheboygan Road, and Hamilton Road. Perhaps placing the signs close to schools will be most effective. He will also research the ability of the signs to be in ghost mode where the signs are not illuminated but still collecting data.

Mayor O'Keefe opened the discussion of speed signs to the public for comments.

Heather Cain – N50 W6890 Western Road, Cedarburg:

Ms. Cain has noticed speeds increasing on Western Road over the years. She feels visual reminders of speed are most effective at reducing speeds. If the radar feedback signs are going to be mobile, she

sees this as an opportunity for damage. She also explained the Police Chief is not in favor of a four (4) way stop sign at Western Road and Evergreen Boulevard.

Gary Reck – 4949 Timbercrest Drive, Cedarburg:

Mr. Reck moved to Cedarburg from another community which had a similar issue and suggested more police presence could be a deterrent to excessive speeds.

Engineering and Public Works Director Wieser explained the cost of these new radar signs could potentially hinder the purchase of future signs. He explained the City could utilize armadillos, already owned by the city, to collect traffic data.

A motion was made by Council Member Burkart to approve the purchase and placement of two (2) radar feedback speed signs with Bluetooth data collectors and was seconded by Council Member Thome. After a discussion, Council Member Arnett motioned to amend the original motion to put the signs up citing that if Bluetooth is not an integral part of the sign purchase, then the City should use existing armadillos. The amended motion was seconded by Council Member Verhaalen. Upon a roll call vote, the motion failed with Council Members Lythjohan, Burkart, Bublitz and Thome voting nay, and Council Members Arnett, Simpson and Verhaalen voting aye (4-3).

Mayor O’Keefe called the original motion made by Council Member Burkart, seconded by Council Member Thome, to approve the purchase and placement of two (2) radar feedback speed signs with Bluetooth data collectors. Motion carried by roll call vote with Council Members Lythjohan, Burkart, Bublitz, Thome, Arnett, Simpson and Verhaalen voting aye (7-0).

CONSIDER MAYORAL APPOINTMENT TO THE COMMUNITY DEVELOPMENT AUTHORITY; AND ACTION THEREON

Mayor O’Keefe appointed Mark O’Neill to the Community Development Authority and commented how he will be a great addition to the Board.

A motion was made by Council Member Thome to approve the Mayor’s appointment to the Community Development Authority and was seconded by Council Member Arnett. Motion carried without a negative vote.

DISCUSS CITY CODE SEC. 7-2-17 (E) OUTDOOR AMPLIFIED SOUND AND MUSIC PERMIT; AND ACTION THEREON

City policy currently only allows for 501(3)c non-profits to apply for an outdoor amplified music permit. The fee for this is \$250 and allows them six (6) events per year. Most recently the Council approved to allow the Cultural Center and the Art Museum additional days to help during the COVID-19 crisis. There are currently two local businesses (Lime Cantina & The Stagecoach Inn) that have amplified music in their outdoor seating areas on a regular basis. Based on City policy this is not permitted. Both businesses have requested that the City allow it this year based on lost revenue due to COVID-19 regulations. They have also requested that the City consider waiving the \$250 fee.

A few Council Members requested and/or received feedback from constituents in their respective districts regarding the music permits. Many people expressed concerns with amplified music and would be happy with fewer amplified music events. Volume of the music was also a concern.

Many Council Members agreed the number of events for allowable amplified music should be restricted.

Council Member Arnett commented that controlling the music could be exercised through volume regulation, limiting the number of hours and dates.

Mayor O’Keefe opened the conversation to the public:

Michelle Tietz – owner of Lime Cantina

Ms. Tietz explained how their customers have enjoyed the outdoor music and how these events have brought people to the City of Cedarburg supporting other businesses as well. She expressed how conscious they are of their neighbors and volume of their music. They also work closely with neighboring businesses and the Cultural Center not to overlap events.

Maggie Dobson – Chamber of Commerce Executive Director

Ms. Dobson held a round table discussion with 20 business owners in the area to find out their thoughts on the loosened restrictions on amplified music. More than 50% felt it was helpful for local business, while an additional 20% had not noticed.

Gary Reck – 4949 Timbercrest Drive, Cedarburg

Mr. Reck suggested those who break the rules with amplified music would not have their permits renewed. He also suggested limitations placed on loud truck noise.

Samantha Landry – Cedarburg Art Museum

Ms. Landry expressed appreciation for the extra dates received last year and wonders if an amplifier for a guest speaker qualifies as one of their ‘amplified dates’.

Heather Cain – N50 W6890 Western Road, Cedarburg

Ms. Cain requested clarification of the ordinance. She questioned what the interim fix will be before the ordinance is changed.

Alex Uhan – W64 N625 Hanover Avenue., Apt 204

Mr. Uhan suggested the City address volume of music and allowable times. He feels music has brought more business to the City. The businesses utilizing outdoor music are working well together. He expressed thanks to the City for relaxing the rules during the pandemic.

Janice Chart – W64 N645 Hanover Avenue, Cedarburg

Ms. Chart suggested the City monitor decibels. Music with overflowing boundaries should be addressed.

Stephanie Hayes – Cultural Center

Ms. Hayes commented that during this Covid pandemic all businesses and nonprofits have been in crisis. She works with other businesses to not overlap events. Wednesday events worked well last year.

Outside shows have become their bread and butter and have kept the Cultural Center from shutting down.

Ann Denk – Wyndrose Jewelry

Ms. Denk explained how she has had to shut the door on the jewelry store in order to help customers, due to the volume of music. She would welcome time limit restrictions on music.

Bill Conley – Stagecoach Inn

The music program has kept the Stagecoach Inn open this past year. They have been very conscious of volume and have always ended by 10:00 p.m. He feels each venue should be handled separately in terms of size, space and volume. Music has become an integral part of their business and we need to continue to offer activities for Cedarburg to remain a vibrant community.

Council Member Arnett summarized all of the comments thus far and suggested we create a structure that works for everyone. He suggested each Council Member send their thoughts to Administrator Hilvo regarding number of days, times and volume control. City staff will be tasked with creating a document to be discussed at the next Council Meeting.

Council Member Arnett motioned to postpone this item until the next Council meeting with the agreement that whatever is decided is temporary (for the 2021 summer season) and that music ends at 9:00 p.m., seconded by Council Member Thome. Motion carried without a negative vote.

CONSIDER CHANGE IN ENFORCEMENT OF TEMPORARY SIGN ORDINANCE; AND ACTION THEREON

Due to the Covid 19 pandemic, the City relaxed enforcement efforts of temporary signage rules for businesses. The result has been various public rights-of-way becoming blocked by the signs.

A motion was made by Council Member Verhaalen to allow temporary signage, limited to calendar year 2021, provided the City Building Inspector does not have an issue with the signage and was seconded by Council Member Lythjohan. Motion carried without a negative vote.

CONSIDER CONTINUING ALLOWING BUSINESSES TO SET UP TEMPORARY TENTS ON THEIR PREMISES; AND ACTION THEREON

The Fire Inspector and Building Inspector began conducting inspections of temporary tents at various businesses throughout the City. Heat sources and carbon dioxide output were found to be the main concern. The carbon dioxide levels were not high, however, having a permit process would provide a framework for enforceable safety rules. The tents could be enforced through fire codes, however, a permitting process would help business owners to be proactive when designing outdoor space.

A motion was made by Council Member Arnett to continue to allow businesses to set up temporary tents subject to establishment of a permitting process as directed by City staff for 2021 only and was seconded by Council Member Thome. Motion carried without a negative vote.

CONSIDER LICENSE/PERMIT APPLICATIONS; AND ACTION THEREON

A motion was made by Council Member Verhaalen to approve the Operator License applications for the period ending June 30, 2021 for Nicole A. Anderson, Hadley W. Campbell, and Anastasiia Pylypiuk and was seconded by Council Member Bublitz. Motion carried without a negative vote.

CONSIDER PAYMENT OF BILLS DATED 01/16/2021 THROUGH 01/29/2021, TRANSFERS FOR THE PERIOD 02/01/2021 THROUGH 02/12/2021 AND PAYROLL FOR PERIOD 01/24/2021 THROUGH 02/06/2021; AND ACTION THEREON

A motion was made by Council Member Burkart to pay the bills dated 01/16/2021 through 01/29/2021, transfers for the period 02/01/2021 through 02/12/2021, and payroll for period 1/24/2021 through 02/06/2021 and was seconded by Council Member Thome. Motion carried without a negative vote.

ADMINISTRATOR'S REPORT - None

COMMENTS AND SUGGESTIONS FROM CITIZENS – None

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Bublitz thanked Clerk Sette for a successful primary election. And also wished to make a public service message encouraging people to become involved by volunteering to be on a committee.

MAYOR'S REPORT – None

ADJOURNMENT - CLOSED SESSION

A motion was made by Council Member Thome, seconded by Council Member Verhaalen to adjourn to closed session at 10:10 p.m. pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Specifically discussed was the vacant land offer to purchase from Dorada, LLC, tax key No 13-034-14-024.00 C715 and approval of the February 8, 2021 closed session minutes. Motion carried unanimously on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome and Lythjohan voting aye. (7-0)

RECONVENE TO OPEN SESSION

Open Session reconvened at 10:19 p.m.

DISCUSSION AND POSSIBLE ACTION ON VACANT LAND OFFER TO PURCHASE FROM DORADA, LLC.

A motion was made by Council Member Burkart to approve the vacant land offer to purchase from Dorada and was seconded by Council Member Thome. Motion carried without a negative vote.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 10:23 p.m. Motion carried without a negative vote.

Tracie Sette, City Clerk

Cedarburg Police

Memo

To: Mayor O'Keefe and Cedarburg Common Council
From: Thomas J. Frank, Chief of Police
Date: February 15, 2021
Re: Recommendation to deny application for operator's license to serve fermented malt beverages and intoxication liquors

It is my recommendation to deny the license application submitted by Trinity D Carlson, [REDACTED] based on his arrest and conviction record.

M. Carlson was recently arrested and convicted for a 3rd offense operating while intoxicated in December of 2019. This is a criminal misdemeanor conviction.

Her previous arrests and convictions for operating while intoxicated were in 2010 and 2011.



February 25, 2021

Trinity Carlson
N69 W6855 Bridge Rd. #4
Cedarburg, WI 53012

Dear Ms. Carlson:

This letter is in regards to your recent application for an Operator's License in the City of Cedarburg. Please be advised that Police Chief Thomas Frank is recommending the Common Council deny your application based on the following arrest and conviction record:

- 2019 – Third offense operating while intoxicated in December of 2019 - a criminal misdemeanor. Previous arrests and convictions for operating while intoxicated were in 2010 and 2011.

The Common Council will consider your application on **Monday, March 8, 2021 at 7:00 p.m.** You are being provided with an opportunity to be present at this meeting to provide any additional information to the Council. Chief Frank or his representative will also be present at the meeting. This meeting will be held online utilizing the zoom app. Information on how to access the meeting is attached or can be requested by emailing mhilvo@ci.cedarburg.wi.us.

Please feel free to contact me at (262) 375-7606 if you have any questions.

Sincerely,

Tracie Sette
City Clerk

Cc: Chief Thomas Frank
City Administrator Mikko Hilvo
City Attorney Michael Herbrand

CITY OF CEDARBURG

MEETING DATE: March 8, 2021

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

TITLE: 8.B. Discussion on impact fee study and action thereon

8.C. Consider Ordinance 2021-07 Appropriating Funds in General Fund for an impact fee study and action thereon

ISSUE SUMMARY: The last impact fee study for the City was completed in 2012 by Baker Tilly. Through the study the need for the fees is justified, the fees are calculated and, in some cases, a total amount to be collected set. For the Police Department and the Library, the fee was based on the debt financed for the building construction. In 2020 the City reached that total for the Police Department. Instead of refunding the fees collected over the amount necessary, Staff is recommending a new study be completed to evaluate the needs of the Police Department and other departments in the future due to the continuing growth of the City.

The impact fee study would cover the Parks, Police, Library, and Water Recycling Reserve Capacity impact fees.

Three proposals were received:

Baker Tilly \$29,500

Ehlers \$22,500

Ruekert & Mielke \$28,000

STAFF RECOMMENDATION: Approve an agreement and adopt Ordinance 2021-07

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Reduction in fund balance by amount of agreement. If not done, \$30,000 in impact fees need to be returned and current fees and future revenues unavailable to offset future debt payments and project costs.

ATTACHMENTS: Proposals from Baker Tilly, Ehlers & Ruekert & Mielke and Ehlers and Ordinance 2021-07

INITIATED/REQUESTED BY: Christy Mertes, Finance Director/Treasurer

FOR MORE INFORMATION CONTACT: Christy Mertes, Finance Director/Treasurer 262-376-3907 or Mikko Hilvo, City Administrator 262-375-7917

February 02, 2021

Christy Mertes, CMTW
Finance Director/Treasurer
W63 N645 Washington Avenue
Cedarburg WI 53012

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Cedarburg, Wisconsin (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal, and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Nick Dragsich
Firm Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer

complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Impact Fee Update Study

DATE: February 2, 2021

This Scope Appendix is attached by reference to the above named engagement letter (the “Engagement Letter”) between the City of Cedarburg, Wisconsin (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP.

Scope of Work Baker Tilly US, LLP (“BTUS”) will perform the following services:

The purpose of this study is to update the City of Cedarburg’s impact fee-setting system and fee-in-lieu of park land dedication in accordance with Wisconsin Statutes. The process will include a needs assessment using national, regional, or local standards to determine service levels. Cost estimates for needed projects will be generated in consultation with the City’s engineering staff and/or its consulting engineers. The standards applied, and the system used to update Impact Fees are intended to withstand scrutiny in public deliberation processes as provided for in the law. The impact fees included in this update are those for Parks and Recreation, Police, Library, and the Wastewater Treatment Reserve Capacity

Task 1 Review Background Information

- Review background information and assumptions for development of the Needs Assessment study:
 - Existing impact fees and/or impact fee calculations
 - Existing fees and charges related to new development
 - Existing needs assessments related to impact fees
 - Historical capital expenditures for public facilities required to provide basic services
 - City’s Comprehensive Plan
 - Current and projected land use
 - Projected growth and development
 - Capital improvements/facilities that will be required within the City
 - Anticipated funding sources to support the planned growth and development.
- Any known factors that could affect future growth and development
- City’s Zoning Ordinance
- City’s Capital Improvement Plan including current funding practices, funding sources and other policies for financing capital improvements
- Base-line information related to the provision of the following services permitted under the State law: facilities for collecting and treating sewage, facilities for pumping, parks, playgrounds, and land for athletic fields, law enforcement facilities, and libraries.
 - Current service level standards
 - Current status of facilities
 - Plans for construction/additions/improvements
 - Plans for extension of services to undeveloped areas
- Current demographic information
 - Population
 - Households
 - Property values

- Historical trends in population and households, nonresidential development, residential and nonresidential property values
- Past impact fees revenues and accrued interest

Task 2 Develop Preliminary Needs Assessment

- Prepare an inventory of existing asset including:
 - Park and Recreation
 - Land, facilities, and amenities
 - Police
 - Police stations (offices, evidence storage, training rooms, fitness room, intoxilizer room, suspect processing areas, interview rooms, records area, sally port, parking garage, other
 - Number and types of vehicles
 - Library
 - Existing library buildings and facilities
 - Wastewater Treatment Reserve Capacity
 - Capacity of current wastewater treatment plant
- Using the City's current level of service standards, develop a needs assessment for the number and type capital facilities for each impact fee
 - Determine the percentage of facilities attributable to serving existing development and the percentage needed for future development
- Work with the City's Engineer to establish the cost of any identified capital needs
- Review preliminary needs assessment with City and make adjustments as appropriate

Task 3 Develop Recommended Impact Fees

- Determine the recommended costs to be recovered through impact fees and fees in lieu of park land dedication from future development
- Identify and discuss alternatives for determining eligible costs
 - Including treatment of past impact fee revenues and accrued interest earnings
- Schedule of recommended impact fees for residential, commercial, and industrial developments based on City's current methodology
- Fee in-lieu of park land dedication
- Impact on housing affordability

Task 4 Legal Review of Recommended Impact Fees

- Submit recommended impact fees, fee in lieu of park land dedication, and housing affordability impact to the City Attorney for review and comment. Based on this legal review, Baker Tilly will modify the impact fees incorporating the changes recommended by the City Attorney.

Task 5 Prepare and Review Recommended Impact Fees

- Baker Tilly will prepare and present a Recommended Impact Fees Report to the City Administrator and appropriate staff for their review and comment.
- Following this review, Baker Tilly will modify the Recommended Impact Fees Report incorporating the City Staffs comments into Final Report fees as appropriate

Task 6 Present Final Recommended Impact Fees Report

- Baker Tilly will present the Final Recommended Impact Fees Report to the City.

Deliverables

The deliverable will be a Recommended Impact Fees Report

Project Team

Each client draws on the talents of many members of our staff. We assign a specific client service team to ensure primary responsibility for each project. The staff assigned to this project is experienced in local government management and operations. The team is free to draw upon the expertise of our entire staff.

Project Manager	Nicholas Dragisich, P.E., Firm Director
	Qualifications: Nick is team leader for BTUS' Public Sector financial management practice. He has more than 30 years of management experience, including service as a city administrator, assistant city manager and city engineer. As the Assistant City Manager – Operations for Spokane, Washington, his departments included Capital Programs Planning/G.I.S., Engineering Services, Real Estate, Building Codes, Environmental Programs, General Services, Planning, Solid Waste Collection and Recycling, Transportation, Wastewater and Stormwater Management, and Water and Hydroelectricity. He joined Baker Tilly in 2000 and became the management consulting services practice group leader in 2003. Nick has been directly responsible for or involved in numerous cost allocation analyses, utility rate studies, long-range financial planning models, organizational management studies, staffing analyses, fiscal impact studies, as well as developing many Excel®-based computer models for clients in California, Iowa, Illinois, Indiana, Kansas, Maryland, Minnesota, Montana, Missouri, Nebraska, New York, North Carolina, North Dakota, Texas, Utah, Virginia, Washington and Wisconsin. He holds a Master of Business Administration, a bachelor's degree in civil engineering and is a licensed professional engineer in Minnesota and Washington. Nick is also MSRB Municipal Advisor Series 50 Qualified.
Project Support	Carla A. Gogin, CPA, Partner
	Carla specializes in serving the financial needs of state and local government clients. Carla has more than 28 years of experience overseeing municipal and county financial audits, and single audits. Carla has been directly involved in assisting Wisconsin municipalities with creating and updating their impact fees and fees in lieu of land dedication under Wisconsin state statutes. Carla is the leader of the Wisconsin state and local government audit team. She is active in several industry associations, including the Government Finance Officers Association (GFOA), Wisconsin Institute of Certified Public Accountants (WICPA), Wisconsin Government Finance Officers Association (WGFOA), and the American Institute of Certified Public Accountants (AICPA). She holds a Bachelor of Business Administration in accounting degree.

Project Support

Patty Kettles, Director



Patty has more than 24 years of experience working with BTUS clients on various projects, including performing utility rate analyses and financial feasibilities, financing options, capital improvement programming and debt management. Patty holds a Master of Business Administration from the University of St. Thomas and a Bachelor of Science degree in Finance from the University of Minnesota. She is also MSRB Municipal Advisor Series 50 Qualified.

Client Responsibilities

To conduct this study, the City will need to designate a staff member to serve as a project manager. This person will be responsible for assisting BTUS with gathering accurate and timely data needed to complete the project and to assist in arranging for required meetings. At a minimum, the following information will be needed to complete the study:

- Existing impact fees and/or impact fee calculations
- Existing fees and charges related to new development
- Existing needs assessments related to impact fees
- Historical capital expenditures for public facilities required to provide basic services
- City's Comprehensive Plan
- Current and projected land use
- Projected growth and development
- Capital improvements/facilities that will be required within the City
- Anticipated funding sources to support the planned growth and development.
- Any known factors that could affect future growth and development
- City's Zoning Ordinance
- City's Capital Improvement Plan including current funding practices, funding sources and other policies for financing capital improvements
- Base-line information related to the provision of the services
- Past impact fee revenues and accrued interest
- Other relevant data needed for the study
- Understand the work will be performed as appropriate for the type of work being performed subject to the current COVID 19 restrictions and guidelines of both the City and Baker Tilly

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

**SCOPE APPENDIX to
Engagement Letter dated: February 2, 2021
Between the City of Cedarburg, Wisconsin and
Baker Tilly US, LLP**

- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Anticipated Schedule

We anticipate completing this project within twelve to sixteen weeks of receiving the notice to proceed provided we receive information from the Client and provided the Client is available for required meetings and feedback as required by the schedule.

Compensation and Invoicing

BTUS proposes to assist Client with this impact fee study as described in Tasks 1 through Task 3 and Task 5 and Task 6 in this scope appendix for the lump sum fee of \$29,500 which includes all direct and indirect costs. The Cost of the City Attorney review in Task 4 would be paid for by the City.

If additional work is requested and authorized by the Client that is outside of the scope of services or required due to situations discussed herein, Client will be notified and it will be invoiced at either our standard hourly rates shown below or at an agreed upon fee based on the additional scope requested.

Title	Hourly Rate
Principal and Partner	\$350
Director and Senior Manager	\$270
Manager and Senior Staff	\$225
Staff	\$165
Associates	\$80

Remote work



For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. In most cases, our firm has directed all professionals to work remotely for the time being. We are prepared to deliver exceptional client service though remote means.

The Client's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the Client are not able to meet in person, we have web conferencing software – including Zoom, WebEx, and Microsoft Teams – to quickly set up online meetings.

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for the Client and Baker Tilly to come together, share files, assign tasks, and track activity in a secure environment. Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals, and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of

**SCOPE APPENDIX to
Engagement Letter dated: February 2, 2021
Between the City of Cedarburg, Wisconsin and
Baker Tilly US, LLP**

your engagement will always be available. We also use Microsoft Teams, which can be used to facilitate easier communication and project management.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Nick Dragisich
Firm Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

March 3, 2021

Christy Mertes, Finance Director/Treasurer
City of Cedarburg, Wisconsin
W63N645 Washington Ave
PO Box 49
Cedarburg, WI 53012

Re: Written Municipal Advisor Client Disclosure with the City of Cedarburg ("Client") for Impact Fee Study Update ("Project" Pursuant to MSRB Rule G-42)

Dear Christy:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

A handwritten signature in blue ink that reads 'Jon Cameron'.

Jon Cameron
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Impact Fee Study Update

Scope of Service

Client has requested that Ehlers prepare a Library, Park Facilities, Police, Wastewater Treatment Plant Reserve Capacity and Biosolids Impact Fee Study Update (“Project”). Ehlers proposes and agrees to provide the following scope of services:

1. Project Kickoff Meeting with Staff
 - a. Prior to the kickoff meeting we will request and review the following:
 - i. Any available cost and other information for new project costs.
 - ii. The Comprehensive Plan for the City.
 - iii. The most current and all previous Impact Fee Study documents.
 - iv. A listing of all projects from the latest impact fee study that have been completed to date and the updated cost of those projects. For projects listed in the impact fee study not yet completed, a listing of whether the projects will be completed, and the approximate timing of completion and updated cost estimates for completion.
 - v. All available planning information including development projections, documentation of new park improvement needs, library needs, police building improvements, and wastewater treatment and biosolids facility needs including timing and estimated costs.
 - vi. Any other available long-range capital improvement planning documents or other relevant information on upcoming capital improvement needs for the planning area that may be beneficial to complete the impact fee study.
 - vii. The amount of impact fees collected to date for each existing impact fee.
 - viii. The current impact fee ordinance
 - b. We will meet with City staff and officials to discuss the timing and cost of all potential projects to be funded in whole or part with impact fees. For all facilities we will discuss the projects contained in the original impact fee study, identify whether those projects have been completed or not, and which projects should be included in the new study.
 - c. We will also discuss the timing of the completion of the impact fee study and procedures for adopting the new fees.
2. Perform Feasibility Analysis For Impact Fees
 - a. Review all available planning documents and work with City staff to understand the nature of the proposed capital improvement projects for the area proposed to have impact fees imposed to determine the nature of the projects and growth-related components as applicable.
 - b. Review the City’s Comprehensive Plan, and any other area specific planning documents for future growth and population projections.
 - c. Review the City’s Capital Improvement Plan for identification of capital improvement projects that may be suitable candidates for impact fee recovery.
 - d. Prepare a memo to City staff outlining the feasibility of continued collection of impact fees for all facilities.
3. Develop Public Facilities Needs Assessment and Impact Fee Methodology
 - a. For the facilities that are identified as viable candidates for impact fees, develop a methodology for proper allocation of deficiency and growth-related costs for each identified impact fee, and review with City staff.

- i. The development of proper methodologies for impact fee recovery will include identifying capital facilities and associated costs subject to impact fee recovery, identifying proper service level standards for each facility by which to measure existing deficiencies in capital facilities, and the allocation of deficiency and growth-related costs.
4. Impact Fee Calculation
 - a. Based on the methodology developed above, calculate applicable impact fees for residential and non-residential development.
 - b. Develop detailed schedules for each impact fee each development type.
5. Prepare Impact Fee Report
 - a. Prepare a draft written impact fee report that meets the requirements of Wisconsin Statute 66.0617 detailing the methodology and calculations of all impact fees.
 - b. Produce an electronic version (PDF) of both written reports and submit to the City. We will also submit all supporting worksheets that are in the report to the City in an Excel format.
 - c. We will produce paper copies of the reports upon request.

The project scope will include meeting with City staff as necessary, one meeting with the designated City Committee to present the results of the study and attendance at the required public hearing for impact fee adoption.

Scope of Service Limitations

Notwithstanding the Scope of Services listed above, Ehlers' engagement related to Project is expressly limited as follows:

1. Ehlers will assist the City by reviewing the required impact fee ordinance to be prepared by the City Attorney.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

Library	\$5,000
Police Facilities Impact Fee	\$5,000
Park Facilities Impact Fee	\$5,000
Wastewater Treatment & Biosolids Impact Fees	\$7,500
Total	\$22,500

Payment for Services

Ehlers will invoice Client in full upon completion of the project. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

October 30, 2020

Mr. Mikko Hilvo M.P.A., C.P.R.P.
City of Cedarburg
W63n645 Washington Ave
Cedarburg, WI 53012

Re: Impact Fee Study for Library, Police, Park, and Wastewater Departments

Dear Mr. Hilvo:

Ruekert & Mielke, Inc. (R/M) appreciates the opportunity to assist City of Cedarburg (City) in updating its impact fees to support the costs of improvement while still protecting the current taxpayers. R/M has worked with impact fees for over twenty years, and we look forward to using our experience for this study. Recently, our project team has updated the impact fees for the Village of Slinger and is currently updating the fees for the City of Franklin.

Since the state legislature revised the statutes governing impact fees, many municipalities have updated their fees and their ordinances to comply with these revisions. One of the changes requires municipalities to provide those who pay the fees with detailed explanations of what the fees fund and an updated impact fee study can serve as an explanation. The City's ordinances need to be updated to reflect 1) The new, narrower time limits in which the fees must be spent; 2) To whom the fees are to be refunded if they are not spent within the time limit; and 3) The exception for certain-sized developments of the obligation to pay at the time of the issuance of the building permit.

Our approach for this project emphasizes effective communication with biweekly updates. Our periodic conference calls for progress reports and feedback ensure that we are holding ourselves accountable to both the project's budget and schedule.

Our Project Manager, Bridgot Gysbers, brings a wealth of accounting and financial experience to the project, possessing 16+ years of experience with the PSC, including direct experience reviewing the proper accounting for impact fees when rate cases are filed with the PSC. Bridgot will work with City staff to update the City's impact fees to best meet the community's future needs.

Project Scope

We propose the following steps to accurately and fully update the City's impact fees for the Library, Police, Park, and Wastewater Departments:

1. Send an initial data request to the City to gather all relevant data.
2. Lead a kickoff meeting to define the project timelines and review the initial data request. The meeting can be held by phone or Microsoft Teams videoconference. (We can hold an in-person meeting if the City prefers. An additional fee would apply then. See Estimated Fee section below.)
3. Inventory the existing facilities relevant to the departments who are participating in the impact fee study.
4. Communicate via phone, email, and/or Microsoft Teams with the appropriate City staff to determine the relevant existing deficiencies, planned capital projects, and growth forecasts.
5. Audit the calculation and spending of the City's collected impact fees since the last impact-fee study update.
6. Define and apply the City's preferred service standards to our analysis.

7. Update the impact fees to reflect the current and future needs based on the standards the City has chosen, the existing inventory, the planned capital projects, and the growth forecast.
8. Revise the existing ordinances on impact fees with the recommended changes.
9. Develop a study that explains the existing facilities, the projected needs, and the recommendations in detail.
10. Provide a draft to City staff and revise once.
11. Send the final study, including the recommended ordinance revisions, to the City.
12. Optional: attend meetings with the City, Finance Committee, or Common Council. The City would be charged for these meetings on a time plus materials basis (see Estimated Fee section below).

Our project scope assumes the appropriate experts within the City will identify facility needs and provide capital cost estimates for planned upgrades in a timely fashion. Incomplete or delayed data may result in higher project costs; we would inform you in writing of the incomplete or delayed data that may impact the project cost.

Items not included in the scope of this project are as follows:

- Independently evaluating the physical inventory of the facilities.
- Attending any meetings not mentioned explicitly in the scope.
- Putting together PowerPoint presentations showing our findings.

Estimated Fee

The fee will be a lump-sum price of \$28,000 to do the study for all the departments that currently have impact fees. Our fee includes reimbursable expenses. This price is not simply four times the price for the water utility -- \$40,000 -- because there are economies of scale with updating impact fees for multiple departments at the same time. In other words, the City will save \$12,000 by updating the study for all four departments at the same time. Some of the same steps must be performed regardless of how many departments are involved.

We would be happy to provide additional services beyond the scope at our regular hourly rates and reimbursable expense rates in effect at the time the work is performed. This additional work may include meetings with the City, Finance Committee or Common Council. We will perform work according to the attached **Ruekert & Mielke, Inc. Standard Terms and Conditions (Non-Engineering)** dated March 7, 2014. If work occurs in 2021, adjusted rates will be used for 2021 services.

If you accept our proposal, please return one executed copy to our office.

Mr. Mikko Hilvo M.P.A., C.P.R.P.

Proposal for Impact Fee Study for Library, Police, Park, and Wastewater Departments

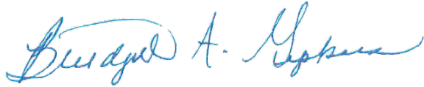
October 29, 2020

Page 3

We look forward to helping you improve and expand upon your infrastructure to serve new growth. To further discuss your needs, our proposed scope, or anything else, please reach out to me at bgysbers@ruekert-mielke.com or 262-953-4156.

Respectfully,

RUEKERT & MIELKE, INC.



Bridgot A. Gysbers
Economic Consultant

bgysbers@ruekert-mielke.com

BAG:nah

Enclosure

cc: Dale Lythjohan, Cedarburg Light & Water Utility
Lynda Lalley, Cedarburg Light & Water Utility
Ed Maxwell, M.B.A., Ruekert & Mielke, Inc

Mr. Mikko Hilvo M.P.A., C.P.R.P.

Proposal for Impact Fee Study for Library, Police, Park, and Wastewater Departments

October 29, 2020

Page 4

CLIENT NAME:

City of Cedarburg

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

Title: _____

Date: _____

By:  _____

Ryan T. Amtmann, P.E.

Title: Vice President

Date: October 29, 2020

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Bridgot A. Gysbers

Title: Economic Consultant

Phone Number: (262) 953-4156

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

F. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

H. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

L. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

N. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

O. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

ORDINANCE NO. 2021-07

An Ordinance Appropriating Funds in General Fund for an Impact Fee Study

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

SECTION 1. There is hereby appropriated from the fund balance of the City of Cedarburg General Fund for the 2021 budget the following monies related to an impact fee study.

Increase Treasurer's Office 100-515600-210 Professional Services \$ _____

These monies are hereby designated to be used to complete an impact fee study.

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

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

Passed and adopted this 8th day of March 2021.

Attest:

Mike O'Keefe, Mayor

Tracie Sette, City Clerk

Approved as to form:

Michael Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: March 8, 2021

ITEM NO: 8.D. & 8.E.

TITLE: 8.D. Consider recommendation from Finance Committee regarding FC-5 General Fund Balance Policy; and action thereon

8.E. Consider recommendation from Finance Committee regarding FC-10 Fund Balance Policy; and action thereon

ISSUE SUMMARY: On January 18 and February 15, the Finance Committee reviewed and made changes to these two policies.

FC-5 has not been updated or revised since it was adopted in 1989. The Finance Committee is recommending a change be made to the level of unassigned fund balance for the General Fund. Currently the amount is based on a minimum of 2 months (=17%) and a maximum of 3 months (=25%) of the ensuing year's operating budget. The Committee is recommending the change from number of months to a percentage and an increase to both the minimum and maximum level to 20% and 35% respectively. The Committee has also made a recommendation as to how the fund balance should be used.

The last time FC-10 was updated was in 2012 when there were changes made to how fund balance was categorized by the Governmental Accounting Standards Board (GASB). There is only a deletion of a sentence in the first paragraph proposed for this policy.

STAFF RECOMMENDATION: Approve policies FC-5 and FC-10

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: January 18 and February 15 recommendation from the Finance Committee

BUDGETARY IMPACT: None

ATTACHMENTS: Policies FC-5 and FC-10

INITIATED/REQUESTED BY: Christy Mertes, Finance Director/Treasurer

FOR MORE INFORMATION CONTACT: Christy 262-376-3907

**CITY OF CEDARBURG
POLICY/PROCEDURE MANUAL**

SUBJECT: GENERAL FUND BALANCE

FC-5

General: The objectives of this policy are to preserve the creditworthiness of the City for borrowing monies at favorable interest rates; provide working capital for the City to meet cash flow needs during the year; stabilize fluctuations from year to year in property taxes paid by the City's taxpayers.

Procedure: In order to achieve the objectives of this policy the following guidelines shall be adhered to by the Common Council:

1. A general fund unassigned fund balance shall be maintained as of December 31 of each year equal to a minimum of ~~two months~~ 20% and a maximum of ~~three months~~ 35% of the ensuing year's general operating budget.
2. Any anticipated balance in excess of the maximum should be used to reduce the ensuing year's property tax levy, reduce outstanding debt or allocated to committed fund balance.
3. Withdrawal of any amount in excess of the anticipated minimum balance for the sole purpose of reducing the ensuing year's property tax levy may be made only in such amounts to cause the ~~ensuing year's property tax levy~~ unassigned fund balance (determined without any consideration of this anticipated general fund withdrawal) to decrease by no more than 15%.
4. Any earnings on general fund investments in excess of the budgeted amount, and any unbudgeted proceeds on sales on City-owned real estate will be added to the general fund balance.
5. The Common Council, by a three-fourths affirmative vote, can declare a fiscal emergency and withdraw any amount for purposes of reversing the fiscal emergency; but also must provide for the necessary appropriations to restore the general fund to the minimum balance within a three-year period.

Approved: 1/12/89 Finance Committee

Adopted: 3/13/89

Revised: 2/16/21

Approved: 3/8/21

CITY OF CEDARBURG FUND BALANCE POLICY

SUBJECT: FUND BALANCE POLICY

FC-10

General: The GOVERNMENT of The City of Cedarburg, organized the accounting systems on a “fund” basis. A fund is a separate set of accounting records, segregated for purposes of carrying on an activity. A fund is established for accountability purposes to demonstrate that financial resources are being used only for permitted purposes. A fund will have “balance sheet” accounts consisting of “assets”, “liabilities” and “fund balance,” and a series of “revenue” and “expenditure” accounts. ~~A “fund balance” is created or increased when fund expenditures exceed fund revenues.~~ The balance sheet accounts identify the assets that belong to a fund, such as cash or a grant payment receivable; and what liabilities it owes, such as accounts payable to a supplier. The difference between the fund’s assets and liabilities equals the “fund balance.” A positive fund balance represents a financial resource available to finance expenditures of a following fiscal period. A deficit fund balance can only be recovered by having revenues exceed expenditures in a following fiscal period.

Procedure: The GOVERNMENT of The City of Cedarburg has 5 different fund balance classifications as outline in GASB Statement 54 as follows:

1. **Nonspendable Fund Balance:** The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned, then they should be included in the appropriate fund balance classifications (restricted, committed, or assigned), rather than nonspendable fund balance.
2. **Restricted Fund Balance:** The restricted fund balance classifications should be reported as restricted when constraints placed on the use of resources are either:
 - a. Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or
 - b. Imposed by law through constitutional provisions or enabling legislation. *Enabling legislation*, as the term is used in this Statement, authorizes the government to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that

those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that a government can be compelled by an external party- such as citizens, public interest groups, or the judiciary- to use resources created by enabling legislation only for the purposes specified by the legislation.

3. **Committed Fund Balance:** The committed fund balance classification are amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Common Council to be reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employed to previously commit those amounts. Committed fund balance also should incorporate contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

In contrast to fund balance that is restricted by enabling legislation amounts in the committed fund balance, classification may be redeployed for other purposes with appropriate due process. Constraints imposed on the use of committed amounts are imposed by the government, separate from the authorization to raise the underlying revenue. Therefore, compliance with constraints imposed by the City that commit amounts to specific purposes is not considered to be legally enforceable.

The formal action of the Common Council that commits fund balance to a specific purpose should occur prior to the end of the reporting period, but the amount, if any, which will be subject to the constraint, may be determined in the subsequent period.

Committed fund balances include Capital Improvement Fund and Special Revenue Funds – Cemetery, Room Tax, Recreation Programs, Swimming Pool, Library and Rescue/EMS.

4. **Assigned Fund Balance:** The assigned fund balance classification are amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance, except for stabilization arrangements. Intent should be expressed by (a) the Common Council or (b) The Administrator/Treasurer.

Assigned fund balance includes (a) all remaining amounts (except for negative balances) that are reported in governmental funds, other than the general fund, that are not classified as nonspendable and are neither restricted nor committed and (b) amounts in the general fund that are intended to be used for a specific purpose. By reporting particular amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund, the City has assigned those amounts to the purposes of the respective funds. Assignment within the general fund

conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the City itself.

An appropriation of existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance. Assignments should not cause a deficit in unassigned fund balance to occur.

5. **Unassigned Fund Balance:** The unassigned fund balance classification is the residual classification for the general fund. The classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

Revised: 06/12/2017

Approved: 01/09/2012

Adopted: 01/09/2012

Revised: 02/16/2021

Approved: 03/08/2021

CITY OF CEDARBURG

MEETING DATE: March 8, 2021

ITEM NO: 8.F.

TITLE: Consider award of contract for the Hwy 60 Business Park Roadway Contract; and action thereon.

ISSUE SUMMARY: Staff advertised and received bids for the Hwy 60 Business Park Roadway work. This contract entails the construction of the Business Park internal roadway, improvements to STH 60 and the 5 corners intersection as required by the DOT. A total of 4 bids were received, with the low bid submitted by Wondra Construction.

Wondra Construction is the construction company who has previously awarded the Hwy 60 Business Park Utility Contract.

Wondra Construction's low bid of \$1,415,131.61 is well below the engineer's estimate and is in line with the TIF budget.

STAFF RECOMMENDATION: Staff recommends award of the Hwy 60 Business Park Roadway Contract to Wondra Construction based on their low bid of \$1,415,131.61.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: \$1,415,131.61 from TIF #6 borrowing

ATTACHMENTS: Bid tabulation, TIF Budget

INITIATED/REQUESTED BY: Mike Wieser

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

Cedarburg Business Park - Phase 3 Roadway Plans (#7550400)

Owner: City of Cedarburg

Solicitor: raSmith (#1200167)

Bid Opening: 02/25/2021 09:00 AM CST

				Wondra Construction, Inc.		Kopplin & Kinas Co., Inc.		Super Western Inc.		Buteyn-Peterson Construction Company	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Forward Way											
1	Topsoil Strip	SY	9400	\$0.50	\$4,700.00	\$0.98	\$9,212.00	\$0.64	\$6,016.00	\$0.95	\$8,930.00
2	Common Excavation (Est 4,500 CY)	LS	1	\$85,200.00	\$85,200.00	\$55,280.00	\$55,280.00	\$125,809.18	\$125,809.18	\$159,000.00	\$159,000.00
3	Excavation Below Subgrade	CY	450	\$6.00	\$2,700.00	\$9.84	\$4,428.00	\$12.64	\$5,688.00	\$10.00	\$4,500.00
4	Offsite Pad Grading	LS	1	\$17,000.00	\$17,000.00	\$34,755.00	\$34,755.00	\$32,169.77	\$32,169.77	\$66,875.00	\$66,875.00
5	Erosion Control	LS	1	\$4,040.00	\$4,040.00	\$4,220.00	\$4,220.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00
6	3" Crushed Stone (EBS)	TON	900	\$17.00	\$15,300.00	\$17.19	\$15,471.00	\$19.29	\$17,361.00	\$18.00	\$16,200.00
7	1-1/4" Crushed Stone	TON	6100	\$15.88	\$96,868.00	\$13.52	\$82,472.00	\$17.62	\$107,482.00	\$19.77	\$120,597.00
8	24" Concrete Curb & Gutter	LF	3942	\$12.75	\$50,260.50	\$12.55	\$49,472.10	\$11.50	\$45,333.00	\$11.50	\$45,333.00
9	Concrete Surface Drain (Flume)	EA	1	\$400.00	\$400.00	\$425.00	\$425.00	\$450.00	\$450.00	\$600.00	\$600.00
10	5" Concrete Walk	SF	19480	\$3.60	\$70,128.00	\$3.70	\$72,076.00	\$4.75	\$92,530.00	\$4.75	\$92,530.00
11	7" Concrete Pavement	SF	407	\$7.00	\$2,849.00	\$7.20	\$2,930.40	\$5.40	\$2,197.80	\$5.40	\$2,197.80
12	HMA Pavement (3MT 58-28 H)	TON	2289	\$56.40	\$129,099.60	\$57.40	\$131,388.60	\$56.40	\$129,099.60	\$56.40	\$129,099.60
13	HMA Pavement (3LT 58-28 S)	TON	224	\$59.60	\$13,350.40	\$60.60	\$13,574.40	\$59.60	\$13,350.40	\$59.60	\$13,350.40
14	HMA Pavement (4LT 58-28 S)	TON	115	\$73.70	\$8,475.50	\$74.70	\$8,590.50	\$73.70	\$8,475.50	\$73.70	\$8,475.50
15	Curb Ramp, Detectable Warning Field, Yellow	SF	23	\$33.00	\$759.00	\$34.00	\$782.00	\$65.00	\$1,495.00	\$65.00	\$1,495.00
16	Structure Adjustment	EA	5	\$500.00	\$2,500.00	\$580.00	\$2,900.00	\$700.00	\$3,500.00	\$500.00	\$2,500.00
17	End of Road Marker & Post	EA	3	\$345.00	\$1,035.00	\$355.00	\$1,065.00	\$404.00	\$1,212.00	\$180.00	\$540.00
18	Topsoil, Fertilizer, Seed & Erosion Mat	SY	5200	\$2.60	\$13,520.00	\$3.38	\$17,576.00	\$2.25	\$11,700.00	\$6.00	\$31,200.00
19	Topsoil, Fertilizer, Seed & Mulch	SY	56000	\$0.84	\$47,040.00	\$1.29	\$72,240.00	\$0.96	\$53,760.00	\$1.36	\$76,160.00
	Forward Way Subtotal:				\$565,225.00		\$578,858.00		\$669,629.25		\$796,583.30
STH 60 Improvements											
20	Removing Curb & Gutter	LF	800	\$10.31	\$8,248.00	\$3.27	\$2,616.00	\$3.24	\$2,592.00	\$4.50	\$3,600.00
21	Common Excavation (Est. 5,300 CY)	LS	1	\$43,000.00	\$43,000.00	\$138,912.00	\$138,912.00	\$123,649.03	\$123,649.03	\$78,725.00	\$78,725.00
22	Excavation Below Subgrade (EBS)	CY	675	\$15.67	\$10,577.25	\$14.97	\$10,104.75	\$26.61	\$17,961.75	\$12.00	\$8,100.00
23	Base Aggregate Dense 3-Inch (EBS)	TON	1215	\$16.50	\$20,047.50	\$18.66	\$22,671.90	\$19.78	\$24,032.70	\$18.00	\$21,870.00
24	Base Aggregate Dense 3/4-Inch	TON	300	\$26.50	\$7,950.00	\$28.14	\$8,442.00	\$18.25	\$5,475.00	\$30.00	\$9,000.00
25	Base Aggregate Dense 1-1/4 Inch	TON	8900	\$16.69	\$148,541.00	\$15.78	\$140,442.00	\$17.93	\$159,577.00	\$16.75	\$149,075.00
26	Concrete Surface Drain (Flume)	EACH	1	\$400.00	\$400.00	\$425.00	\$425.00	\$450.00	\$450.00	\$600.00	\$600.00
27	Foundation Single-Shaft Type MC-I S-45-226	EACH	1	\$8,980.00	\$8,980.00	\$9,220.00	\$9,220.00	\$8,484.00	\$8,484.00	\$6,620.00	\$6,620.00
28	Monotube Cantilever Type I S-45-226	EACH	1	\$15,980.00	\$15,980.00	\$16,440.00	\$16,440.00	\$15,251.00	\$15,251.00	\$20,500.00	\$20,500.00
29	24" Concrete Curb & Gutter	LF	40	\$16.00	\$640.00	\$15.75	\$630.00	\$30.00	\$1,200.00	\$30.00	\$1,200.00
30	Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	LF	4250	\$15.50	\$65,875.00	\$14.90	\$63,325.00	\$15.50	\$65,875.00	\$15.50	\$65,875.00
31	Concrete Sidewalk 5-Inch	SF	5400	\$4.35	\$23,490.00	\$4.45	\$24,030.00	\$4.70	\$25,380.00	\$4.70	\$25,380.00
32	Concrete Driveway 6-Inch	SY	26	\$63.00	\$1,638.00	\$66.00	\$1,716.00	\$45.00	\$1,170.00	\$45.00	\$1,170.00
33	Concrete Median Sloped Nose	SF	130	\$7.00	\$910.00	\$7.35	\$955.50	\$12.00	\$1,560.00	\$12.00	\$1,560.00
34	HMA Pavement (3 MT 58-28 H)	TON	2300	\$61.82	\$142,186.00	\$62.82	\$144,486.00	\$61.82	\$142,186.00	\$61.82	\$142,186.00
35	HMA Pavement (4 MT 58-28 H)	TON	1400	\$72.45	\$101,430.00	\$73.45	\$102,830.00	\$72.45	\$101,430.00	\$72.45	\$101,430.00
36	Curb Ramp, Detectable Warning Field, Yellow	SF	40	\$33.00	\$1,320.00	\$34.00	\$1,360.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00
37	Riprap Medium	CY	3	\$150.00	\$450.00	\$158.00	\$474.00	\$211.34	\$634.02	\$325.00	\$975.00
38	Culvert Pipe Reinforced Concrete Class III 30-Inch	LF	16	\$110.78	\$1,772.48	\$172.00	\$2,752.00	\$123.00	\$1,968.00	\$145.00	\$2,320.00
39	Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	EACH	1	\$2,465.61	\$2,465.61	\$2,900.00	\$2,900.00	\$1,363.00	\$1,363.00	\$1,335.00	\$1,335.00
40	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	250	\$54.16	\$13,540.00	\$117.00	\$29,250.00	\$78.00	\$19,500.00	\$90.00	\$22,500.00
41	Catch Basins 2x3-FT	EACH	7	\$2,166.14	\$15,162.98	\$2,310.00	\$16,170.00	\$2,439.00	\$17,073.00	\$2,100.00	\$14,700.00
42	Manholes 5-FT Diameter	EACH	1	\$7,667.79	\$7,667.79	\$4,830.00	\$4,830.00	\$4,381.00	\$4,381.00	\$5,095.00	\$5,095.00
43	Adjusting Manhole Covers	EACH	1	\$500.00	\$500.00	\$670.00	\$670.00	\$700.00	\$700.00	\$500.00	\$500.00
44	Topsoil, Fertilizer, Seed & Erosion Mat	SY	4850	\$3.95	\$19,157.50	\$4.56	\$22,116.00	\$3.50	\$16,975.00	\$3.75	\$18,187.50
45	MGS Guardrail 3	LF	112.5	\$39.00	\$4,387.50	\$40.00	\$4,500.00	\$37.37	\$4,204.13	\$22.00	\$2,475.00

				Wondra Construction, Inc.		Kopplin & Kinas Co., Inc.		Super Western Inc.		Buteyn-Peterson Construction Company	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
46	MGS Guardrail Terminal EAT	EACH	1	\$4,245.00	\$4,245.00	\$4,360.00	\$4,360.00	\$4,040.00	\$4,040.00	\$4,100.00	\$4,100.00
47	MGS Guardrail Terminal Type 2	EACH	1	\$1,695.00	\$1,695.00	\$1,745.00	\$1,745.00	\$1,616.00	\$1,616.00	\$1,250.00	\$1,250.00
48	Removing Signs Type II	EACH	12	\$32.00	\$384.00	\$33.00	\$396.00	\$40.40	\$484.80	\$55.00	\$660.00
49	Signs & Posts	EACH	26	\$285.00	\$7,410.00	\$295.00	\$7,670.00	\$303.00	\$7,878.00	\$305.00	\$7,930.00
50	Erosion Control	LS	1	\$4,560.00	\$4,560.00	\$9,136.00	\$9,136.00	\$12,000.00	\$12,000.00	\$2,820.00	\$2,820.00
51	Traffic Control / Staging	LS	1	\$39,850.00	\$39,850.00	\$33,000.00	\$33,000.00	\$31,750.00	\$31,750.00	\$33,750.00	\$33,750.00
52	Marking Line Epoxy 4-Inch	LF	1615	\$2.25	\$3,633.75	\$2.30	\$3,714.50	\$2.25	\$3,633.75	\$2.25	\$3,633.75
53	Marking Line Grooved Wet Reflective Epoxy 4-Inch	LF	2090	\$6.25	\$13,062.50	\$6.45	\$13,480.50	\$6.25	\$13,062.50	\$6.25	\$13,062.50
54	Marking Line Grooved Wet Reflective Contrast Epoxy 4-Inch	LF	875	\$6.75	\$5,906.25	\$6.95	\$6,081.25	\$6.75	\$5,906.25	\$6.75	\$5,906.25
55	Marking Line Epoxy 8-Inch	LF	55	\$3.00	\$165.00	\$3.10	\$170.50	\$3.00	\$165.00	\$3.00	\$165.00
56	Marking Line Grooved Wet Reflective Contrast Epoxy 8-Inch	LF	1390	\$7.75	\$10,772.50	\$8.00	\$11,120.00	\$7.75	\$10,772.50	\$7.75	\$10,772.50
57	Marking Arrow Epoxy	EACH	10	\$300.00	\$3,000.00	\$315.00	\$3,150.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
58	Marking Word Epoxy	EACH	3	\$325.00	\$975.00	\$350.00	\$1,050.00	\$325.00	\$975.00	\$325.00	\$975.00
59	Marking Stop Line Epoxy 18-Inch	LF	30	\$15.00	\$450.00	\$15.75	\$472.50	\$15.00	\$450.00	\$15.00	\$450.00
60	Marking Diagonal Epoxy 12-Inch	LF	30	\$11.00	\$330.00	\$11.50	\$345.00	\$11.00	\$330.00	\$11.00	\$330.00
61	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	280	\$10.50	\$2,940.00	\$11.00	\$3,080.00	\$10.50	\$2,940.00	\$10.50	\$2,940.00
62	Marking Curb Epoxy	LF	75	\$9.00	\$675.00	\$9.50	\$712.50	\$9.00	\$675.00	\$9.00	\$675.00
63	Marking Island Nose Epoxy	EACH	3	\$295.00	\$885.00	\$300.00	\$900.00	\$295.00	\$885.00	\$295.00	\$885.00
64	Marking Removal Line Water Blasting 4-Inch	LF	410	\$2.85	\$1,168.50	\$3.00	\$1,230.00	\$2.85	\$1,168.50	\$2.85	\$1,168.50
65	Sawing Pavement	LF	3800	\$1.55	\$5,890.00	\$1.95	\$7,410.00	\$1.95	\$7,410.00	\$2.00	\$7,600.00
	STH 60 Improvements Subtotal:				\$774,314.11		\$881,491.90		\$873,613.93		\$808,452.00
5 Corners											
66	Traffic Control	LS	1	\$2,650.00	\$2,650.00	\$2,850.00	\$2,850.00	\$2,650.00	\$2,650.00	\$3,000.00	\$3,000.00
67	Marking Line Epoxy 4-Inch	LF	3460	\$2.25	\$7,785.00	\$2.30	\$7,958.00	\$2.25	\$7,785.00	\$2.25	\$7,785.00
68	Marking Line Grooved Wet Reflective Epoxy 4-Inch	LF	350	\$6.25	\$2,187.50	\$6.45	\$2,257.50	\$6.25	\$2,187.50	\$6.25	\$2,187.50
69	Marking Line Grooved Wet Reflective Contrast Epoxy 8-Inch	LF	590	\$7.75	\$4,572.50	\$8.00	\$4,720.00	\$7.75	\$4,572.50	\$7.75	\$4,572.50
70	Marking Arrow Epoxy	EACH	4	\$300.00	\$1,200.00	\$315.00	\$1,260.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
71	Marking Word Epoxy	EACH	2	\$625.00	\$1,250.00	\$350.00	\$700.00	\$325.00	\$650.00	\$325.00	\$650.00
72	Marking Stop Line Epoxy 18-Inch	LF	60	\$15.00	\$900.00	\$15.75	\$945.00	\$15.00	\$900.00	\$15.00	\$900.00
73	Marking Diagonal Epoxy 12-Inch	LF	205	\$11.00	\$2,255.00	\$11.50	\$2,357.50	\$11.00	\$2,255.00	\$11.00	\$2,255.00
74	Marking Removal Line Water Blasting 4-Inch	LF	1850	\$2.85	\$5,272.50	\$3.00	\$5,550.00	\$2.85	\$5,272.50	\$2.85	\$5,272.50
75	Marking Removal Line Water Blasting Wide	LF	100	\$5.25	\$525.00	\$5.45	\$545.00	\$5.25	\$525.00	\$5.25	\$525.00
76	Marking Removal Special Marking Water Blasting	EACH	6	\$130.00	\$780.00	\$135.00	\$810.00	\$130.00	\$780.00	\$130.00	\$780.00
	5 Corners Subtotal:				\$29,377.50		\$29,953.00		\$28,777.50		\$29,127.50
	Base Bid Total:				\$1,368,916.61		\$1,490,302.90		\$1,572,020.68		\$1,634,162.80
Alternate Bid											
1A	Additional Offsite Grading	CY	7500	\$3.53	\$26,475.00	\$6.11	\$45,825.00	\$10.62	\$79,650.00	\$4.50	\$33,750.00
2A	Topsoil, Fertilizer, Seed & Mulch	SY	23500	\$0.84	\$19,740.00	\$1.29	\$30,315.00	\$0.88	\$20,680.00	\$1.31	\$30,785.00
	Alternate Bid Total:				\$46,215.00		\$76,140.00		\$100,330.00		\$64,535.00

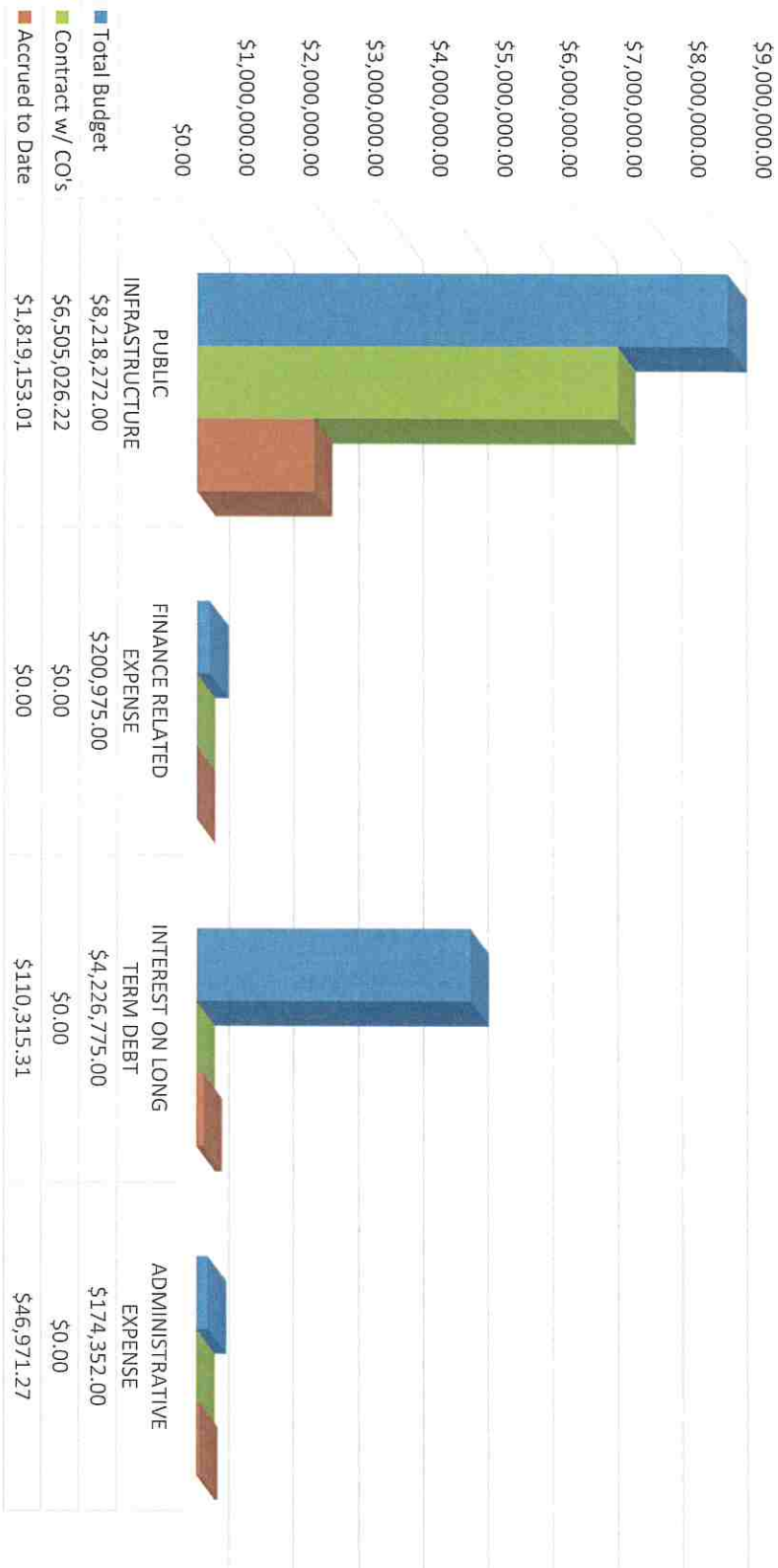
SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Cedarburg Tax Increment District #6 Estimated Project List	
Public Infrastructure (2021)	Est. Cost
Wetland Mitigation*	\$ 281,310
Erosion Control	\$ 75,000
Demolition	\$ 62,500
Grading	\$ 737,450
Sanitary Sewer System	\$ 620,350
Sanitary Pump Station Improvements	\$ 139,900
Water Distribution System	\$ 434,550
Water Booster Station	\$ 750,000
Storm Sewer System	\$ 363,170
Storm Water Management Ponds	\$ 220,000
Internal Streets	\$ 554,300
Ped Pathways	\$ 144,400
STH 60 Improvements @ Business Park*	\$ 1,043,070
Offsite Connector Road Construction*	\$ 200,000
Gas, Electric & Communication Facilities	\$ 196,080
Engineering Design	\$ 456,240
Construction Phase Services	\$ 570,240
Contingency @ 20%	\$ 1,369,712
Finance Related Expense (2021)	\$ 200,975
Interest on Long Term Debt (2021 - 2041)	\$ 4,226,775
Administrative Expense (2021 - 2041)	\$ 174,352
Total Projects	\$ 12,820,374
*Portions or the entirety of these line items may be located in territory outside of, but within 1/2 mile of the District's boundaries and are eligible Project Cost under Wis. Stat. § 66.1105(2)(f)1.n.	

Total Budget vs Contract w/ CO's vs Accrued to Date



CITY OF CEDARBURG

MEETING DATE: March 8, 2021

ITEM NO: 8.G.

TITLE: Consider award of contract for the 2021 Sidewalk Replacement Program; and action thereon.

ISSUE SUMMARY: Staff advertised and received bids for the 2021 Sidewalk Replacement Program. This contract entails the replacement of sidewalk slabs that have been deemed defective according to City's Sidewalk Replacement Policy. The program focuses on the Georgetown Subdivision and spreads to other areas throughout the City due to resident requests.

Only one bid was received, which came from Forward Equipment LLC out of Grafton. Forward has successfully completed similar work for the City in the past.

Forward Equipment's bid of \$65,170 was above the engineer's estimate and is over budget.

STAFF RECOMMENDATION: Staff recommends award of the 2021 Sidewalk Replacement Program Contract to Forward Equipment LLC but to reduce the project to not exceed the budget of \$45,000.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: \$45,000 was budgeted for sidewalk replacement

ATTACHMENTS: Bid tabulation

INITIATED/REQUESTED BY: Mike Wieser

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

City of Cedarburg 2021 Annual Sidewalk Replacement & Concrete Repair Program Bid Tab

Item #	Description	Units	Qty	Forward Contractors Equipment LLC	
				Unit Price	Total
1	Remove & Replace 5" Thick Concrete Sidewalk	SF	5,500	\$ 9.50	\$ 52,250.00
2	Remove & Replace 7" Thick Concrete Sidewalk/Driveway Approach	SF	600	\$ 9.50	\$ 5,700.00
3	Remove & Replace Concrete Curb & Gutter	LF	100	\$ 42.00	\$ 4,200.00
4	Full Depth Concrete Sidewalk & Asphalt Pavement Saw Cut	LF	50	\$ 10.00	\$ 500.00
5	Installation 24"x48" Pre-Stamp Cast Iron Detectable Warning Plate Assemblies Manufactured by Neenah Foundry (Plates are furnished by the City)	EA	2	\$ 10.00	\$ 20.00
6	Root Pruning	LF	250	\$ 10.00	\$ 2,500.00
Totals				\$	65,170.00

CITY OF CEDARBURG

MEETING DATE: March 8, 2021

ITEM NO: 8.H.

TITLE: Discuss City Code Sec 7-2-17 (E) Outdoor Amplified Sound and Music Permit; and action thereon

ISSUE SUMMARY: As the City continues to assist our local businesses during the pandemic a decision was made at the February 22 council meeting to provide an amendment to our current ordinance for 2021. The revised ordinance will allow amplified music and sound with necessary restrictions that will continue to allow for-profits to have amplified music and all groups additional event days. It will limit the number of events, times allowed, and places restrictions on the volume (dB) allowed.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None unless permit fee is waived.

ATTACHMENTS: Revised Outdoor Amplified Sound and Music Ordinance, Revised requests from Businesses and Non-Profits for amplified music dates/times.

INITIATED/REQUESTED BY: City Administrator Mikko Hilvo

FOR MORE INFORMATION CONTACT: City Administrator Mikko Hilvo

Amplified Music Requests for 2021 – Revised Dates & Times

Summer Sounds	Fridays. July 2 – September 10 (Not on 8/27)
Country in the Burg	Friday & Saturday. August 27 & 28
Stagecoach Inn	Thursday, Friday and Saturday evenings. (Can only do 2 nights/week)
Cultural Center	Wednesday evenings and one TBD for special event. (Special event must be approved by the plan commission and common council) <u>2021 Dates</u> <i>Blueburg Café:</i> • June 2 • July 7 • August 4 <i>Tunes on the Terrace:</i> • June 16 • June 23 • June 30 • July 14 • July 21 • July 28 • August 11 • August 18 • August 25
Lime Cantina	Thursday, Friday, Saturday evenings (Can only do 2 nights/week. No lunch time) special event days not falling on the scheduled times (must be approved by plan commission and common council).
North 48	Festival dates & Country in the Burg nights.
Kuhefuss House	Three events. (Dates and times must be approved by plan commission and common council)
Cedarburg Art Museum	Beer Gardens/Fundraiser 5:30 – 8:30 p.m., Wedding contracts, sporting events, and Thirst for Art Fair. (Acoustic, Mic Only, or TV sound bar do not need a permit) <u>2021 Dates</u> • June 24 • July 3 • July 29 • August 5 • August 21 • September 10 • Weekly Saturdays 11:00 am – 4:00 pm

ORDINANCE NO. 2021-11

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

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

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

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

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

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

- (e) **Outdoor Amplified Sound or Music Permit.** As an exception to the amplified sound and music prohibition of subsection (b) herein, during the calendar year 2021, Outdoor Alcohol Beverage License holders may temporarily apply for a permit allowing outdoor amplified sound and music subject to the following limitations:
1. Amplified sound or music may only be generated in the outdoor seating area for which the Outdoor Alcohol Beverage License was issued.
 2. Any amplified music or sound exceeding 80 decibels requires a permit under this subsection.
 3. An annual permit fee of \$250.00 shall be required prior to issuance of any Outdoor Amplified Sound or Music Permit.
 4. All requests for amplified music or sound shall be approved by the Plan Commission and the Common Council and will be limited to two (2) events per week.
 5. Notice of permitted events and a brief description of the event, shall be given, in writing, by permit holders to the Cedarburg Police Department and all property owners within 150 feet of the outdoor seating area, by regular mail, at least seven days prior to the event.
 6. Amplified music or sound shall not exceed 95 decibels, regardless of whether a permit has been issued. Exceptions to this are events held at Cedar Creek Park Bandshell which shall not exceed 110 decibels.
 7. Pedal tavern music shall be played at 65 decibels or less.
 8. Methods of measuring decibels.
 - (a) Equipment. Decibel measurement shall be made with a decibel meter.
 - (b) Location of measurement. Decibel measurement shall be made at the nearest lot line of the premises from which a noise complaint is received. The noise meter shall be placed at a height of at least three (3) feet above the ground and at least three (3) feet away from walls, barriers, obstructions, and all other sound reflective surfaces.
 - (c) The equipment necessary to measure sound shall reside within the City of Cedarburg Police Department and must be calibrated every six (6) months.
 - (d) A police officer, or other designated enforcement official of the City, may, if he or she has reasonable suspicion to believe a violation of this ordinance, is or has been committed, request the volume to be lowered or issue a citation.
 - (e) A noise that exceeds the decibel rating allowed must exceed the decibels permitted for more than five (5) seconds within a one (1) minute period to be in violation of this ordinance.
 9. Amplified music exceeding 80 decibels shall not be allowed during Summer Sounds dates.
 10. Each organization or business is allowed a maximum of two (2) days per week for amplified music or sound. This excludes acoustic, mic only, tv sound bar, or one speaker amplification that is under 80 decibels.

11. Amplified sound and music shall be allowed between the hours of 11:00 a.m. and 9:00 p.m.
12. On Friday & Saturday nights amplified music shall be allowed until 10:00 p.m. from Memorial Day until Labor Day.
13. All other restrictions and limitations of Section 7-2-17 remain in full force and effect (Ord. 2015-14)

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

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

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

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: March 8, 2021

ITEM NO: 8.J.

TITLE: Approve the Fourteenth Amendment Agreement for the operation of the Mid-Moraine Municipal Court; and action thereon

ISSUE SUMMARY: The City of Cedarburg is a member of the Mid-Moraine Municipal Court and as such shall approve any changes to the agreement. The changes recommended are in line with how the court currently operates.

STAFF RECOMMENDATION: Staff recommends approving the amendment.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: none

BUDGETARY IMPACT: none

ATTACHMENTS: MC Agreement 14 with Recommended changes, MMM court 2020 summary memo

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

**THIRTEENTHFOURTEENTH-AMENDED AGREEMENT
FOR THE OPERATION OF THE
MID-MORAINÉ MUNICIPAL COURT
(§66.0301, *Wisconsin Statutes*)**

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the “Member Municipalities”. The Member Municipalities contract and agree as follows:

1. **GENERAL.** The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. **ORGANIZATION.** Except for matters required by statutes to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. **COURT ADMINISTRATIVE COMMITTEE.**
 - (a) **Composition.** The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality’s governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
 - (b) **Powers and Duties.** The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.
 - (c) **Procedure and Voting.** The Court Administrative Committee shall be governed by *Robert’s Rules of Order Revised*. A majority of the ~~voting~~ members of the committee shall constitute a quorum. A majority vote ~~of all the voting members~~ shall be required to adopt any motion or resolution.
 - (d) **Voting Members.** The duly appointed and confirmed representative or alternate

representative of each Member Municipality ~~which meets or exceeds a citation volume of two percent (2%) of the court's total citation volume for the preceding calendar year~~ shall be a permanent voting member of the Court Administrative Committee. ~~All other such representatives shall be non-voting members unless and until they accede to voting member status based upon the above volume criterion.~~

- (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
- (f) **Term.** Officers shall serve a term of two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.
- (g) **Compensation.** Officers shall serve without compensation.
- (h) **Nominating Committee.** On or before February 15 of each year the President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
- (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
- (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
- (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
- (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
- (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
- (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.

- 4. **JUDGE'S SALARY.** The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative

Committee.

5. COURT PERSONNEL.

- (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §§755.01 and 755.10.
- (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative Committee after recommendation of the committees.
- (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.

6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.

7. BUDGET PROCESS.

- (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than July-November 15th of each year for the next succeeding year. ~~The voting members of the committee shall present the budget to their respective governing bodies for approval. It shall be approved annually no later than December 1st.~~ Approval by a majority of all of the ~~Administrative Committee members governing bodies of Member Municipalities having voting members of the committee~~ shall constitute approval of the budget.
- (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.

- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
- (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.
 - (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
 - (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
 - (4) For each year thereafter, the Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below.
 - (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
 - (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
 - (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
 - (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
 - (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.
 - (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.
8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
 9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities ~~having voting members~~ shall be required to adopt any resolution pertaining to the operation of the court.
 10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.
 11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all of the existing Member Municipalities.
 12. TERM. This Agreement shall terminate as of April 30, 20~~5124~~ for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.
 13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on ~~January~~ May 1, 2021~~17~~.

CITY OF CEDARBURG

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF FREDONIA

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GERMANTOWN

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF HARTFORD

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

TOWN OF HARTFORD

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

VILLAGE OF JACKSON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF KEWASKUM

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF MEQUON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF NEWBURG

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF PORT WASHINGTON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF SAUKVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF SLINGER

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF THIENSVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF TRENTON

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

CITY OF WEST BEND

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

**CITY OF CEDARBURG
RESOLUTION NO. 2021-05**

A Resolution of the City of Cedarburg authorizing the sale of a Outlot 1 of Certified Survey Map No. 2811, Tax Key 13-034-14-000.02, in the City of Cedarburg Business Park, to Dorada LLC (“DORADA”).

RECITALS

WHEREAS, the City of Cedarburg (“City”) is the sole owner of a parcel of property that is commonly referred to as Outlot 1 of the Business Park, which property is described as follows:

Outlot 1 of Certified Survey Map No. 2811, being a redivision of Part of Lot 2 of Certified Survey Map No. 2783 recorded in the Office of the Register of Deeds in Volume 20 of Certified Survey Maps, Pages 63-65, located in the Southeast ¼ of Section 34, Township 10 North, Range 21 East, recorded in the Office of the Register of Deeds for Ozaukee County on June 19, 1995 in Volume 20 of Certified Survey Maps, Pages 137-139, as Document No. 539244, in the City of Cedarburg, Ozaukee County, Wisconsin.

(“Property”); and

WHEREAS, on February 23, 2021, the City of Cedarburg entered into a written Vacant Land Purchase Agreement (“Purchase Agreement”) pertaining to DORADA’s acquisition of the Property; and

WHEREAS, City and DORADA intend to close on the sale and purchase of the Property on or before March 15, 2021; and

WHEREAS, the City Council wishes to pass this resolution authorizing the sale, as described in the Purchase Agreement, as amended, and designating a City representative to execute all necessary documents related to and in furtherance of said sale.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Cedarburg does hereby authorize the sale of the Property to Dorada LLC, pursuant to the written Purchase Agreement, as amended, described above.

BE IT FURTHER RESOLVED, that City Administrator Mikko Hilvo is hereby authorized to sign all necessary documents related to and in furtherance of said sale.

ADOPTED by the Common Council of the City of Cedarburg, this 8th day of March, 2021.

Michael O'Keefe, Mayor

ATTEST:

Tracie Sette, City Clerk

CITY OF CEDARBURG
TRANSFER LIST
2/13/2021-2/28/2021

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
2/22/2021	\$4,487.77	ADP-payroll processing invoices
2/25/2021	\$1,550,000.00	Depository Trust-principal payments
2/25/2021	\$217,000.00	PWSB Payroll
2/25/2021	\$1,689.46	PR#4 ICMA
2/25/2021	\$4,203.24	PR#4 North Shore Bank
2/25/2021	\$6,251.48	PR#4 Health Savings Accounts
2/25/2021	\$467.50	PR#4 Police Union
2/25/2021	\$250.00	PR#4 Wis Deferred Comp
2/26/2021	\$41,086.32	Light & Water-January charges
2/26/2021	\$77,847.87	WRS-January remittance
	<u>\$1,903,283.64</u>	

PWSB MONEY MARKET

2/18/2021	\$600,000.00	PWSB Checking
2/24/2021	\$1,400,000.00	PWSB Checking
2/24/2021	\$300,000.00	PWSB Checking
2/26/2021	\$3,029,383.06	Cedarburg School District-tax settlement
2/26/2021	<u>\$100,000.00</u>	PWSB Checking
	<u>\$5,429,383.06</u>	

CITY OF CEDARBURG

03/04/21 11:45 AM

Page 1

***Check Detail Register©**

Batch: 021921AP,021921WE,022621AP,022621USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
111300 PWSB Checking					
37159	02/19/21	ADVANCED DISPOSAL-			
R 100-463101		PUBLIC WORKS FEES	\$804.28	E100014653	DPW-ROLLOFF EXCHANGE JANUARY 2020
		Total	\$804.28		
37160	02/19/21	ASCENSION WISCONSIN AT WORK			
E 100-522130-210		PROFESSIONAL SERVIC	\$34.00	164466	PD-HEARING SCREEN
		Total	\$34.00		
37161	02/19/21	BAKER & TAYLOR BOOKS			
E 260-555110-322		DONATION EXPENDITU	\$435.00	2035736043	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$34.54	2035736043	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$470.29	2035740475	LIBR-DONATIONS-FRIENDS
E 260-555110-322		DONATION EXPENDITU	\$453.28	2035740476	LIBR-DONATIONS-FRIENDS
E 260-555110-322		DONATION EXPENDITU	\$300.00	2035740477	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$152.23	2035740477	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$365.98	2035740478	LIBR-DONATIONS-FRIENDS
E 260-555110-322		DONATION EXPENDITU	\$270.00	2035751540	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$195.28	2035751540	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$20.00	2035751541	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$179.41	2035751541	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$352.00	2035753818	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$120.96	2035753818	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$350.00	2035753819	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$123.75	2035753819	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$331.52	2035753820	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$285.00	2035760603	LIBR-DONATIONS-FRIENDS
E 260-555110-319		PUBLICATIONS AND SU	\$39.41	2035760603	LIBR-PUBLICATIONS
		Total	\$4,478.65		
37162	02/19/21	BEYER'S HARDWARE			
E 100-555510-240		REPAIR AND MAINTENA	\$26.99	162468	PARKS-REPAIR & MAINTENANCE
E 100-533210-350		OPERATING SUPPLIES	\$212.25	162476	DPW-OPERATING
E 100-555510-240		REPAIR AND MAINTENA	\$18.48	162476	PARKS-REPAIR & MAINTENANCE
E 601-573830-340		MAINTENANCE SUPPLIE	\$95.35	162759	CWRC-MAINTENANCE SUPPLIES
E 100-533210-353		MAINTENANCE PARTS	\$32.46	162772	DPW-MAINTENANCE PARTS
		Total	\$385.53		
37163	02/19/21	BLOCH HEATING & AIR CONDITIONI			
E 100-522410-290		MAINT/CONTRACTED S	\$157.95	63112	EM-CONTRACTED SERVICES-FURNACE MAINTENANCE
		Total	\$157.95		
37164	02/19/21	ERIN CALLAHAN BLUM			
E 100-555140-210		PROFESSIONAL SERVIC	\$200.00	1	SRCTR-PROFESSIONAL SERVICES-WATERCOLOR CLASS
		Total	\$200.00		
37165	02/19/21	CHEMINDUSTRIAL SYSTEMS INC			
E 100-533210-353		MAINTENANCE PARTS	\$23.00	5675	DPW-MAINTENANCE PARTS

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Total			\$23.00		
37166	02/19/21	EGELHOFF LAWNMOWER SERVICE			
E 601-573830-340		MAINTENANCE SUPPLIE	\$217.68	281079	CWRC-MAINTENANCE SUPPLIES
E 601-573830-340		MAINTENANCE SUPPLIE	\$448.95	281080	CWRC-MAINTENANCE SUPPLIES
Total			\$666.63		
37167	02/19/21	ESRI, INC.			
E 100-555510-290		MAINT/CONTRACTED S	\$1,400.00	93988539	PARKS-CONTRACTED SERVICES-ARCGIS 3/1/21-2/28/22
Total			\$1,400.00		
37168	02/19/21	FILM IDEAS, INC.			
E 260-555110-319		PUBLICATIONS AND SU	\$193.08	700087	LIBR-PUBLICATIONS
Total			\$193.08		
37169	02/19/21	GENERAL COMMUNICATIONS, INC.			
E 100-522120-347		SUPPLIES AND EXPENS	\$270.00	290674	PD-SUPPLIES & EXPENSES
Total			\$270.00		
37170	02/19/21	HEIN ELECTRIC SUPPLY CO			
E 100-533210-353		MAINTENANCE PARTS	\$170.63	783192-00	DPW-MAINTENANCE PARTS
Total			\$170.63		
37171	02/19/21	MACQUEEN EQUIPMENT			
E 100-533450-340		MAINTENANCE SUPPLIE	\$368.70	P18089	DPW-MAINTENANCE PARTS
Total			\$368.70		
37172	02/19/21	MID-STATE EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$425.82	F97622	DPW-MAINTENANCE PARTS
Total			\$425.82		
37173	02/19/21	NAPA AUTO PARTS			
E 100-522410-240		REPAIR AND MAINTENA	\$68.26	5269-113838	EM-REPAIR & MAINTENANCE-GAUGE
Total			\$68.26		
37174	02/19/21	NORTH CENTRAL LABORATORIES			
E 601-573825-370		LAB SUPPLIES	\$219.94	450484	CWRC-LAB SUPPLIES
Total			\$219.94		
37175	02/19/21	OWEN'S OFFICE SUPPLIES			
E 100-515600-310		OFFICE SUPPLIES	\$524.50	30163	TREAS-OFFICE SUPPLIES
G 100-161010		INVENTORY - OFFICE S	\$485.00	30163	INVENTORY OFFICE SUPPLIES-ENVELOPES
Total			\$1,009.50		
37176	02/19/21	OZAUKEE DISPOSAL CORPORATION			
E 601-573830-297		REFUSE COLLECTION	\$1,525.00	IN63024	CWRC0-DUMPSTER PICKUP JANUARY 2021
Total			\$1,525.00		
37177	02/19/21	QUALITY STATE OIL CO.,INC.			
G 221-161500		FUEL INVENTORY	\$4,732.00	1786012	DPW-FUEL INVENTORY
E 100-533210-351		GAS AND OIL EXPENSE	\$124.64	1786012	DPW-FUEL INVENTORY

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$4,856.64		
37178	02/19/21	RECOGNITION SPECIALISTS, INC.			
E 100-515600-310		OFFICE SUPPLIES	\$15.00	34936	TREAS-OFFICE SUPPLIES
Total			\$15.00		
37179	02/19/21	MOTION & CONTROL ENTERPRISES L			
E 100-533210-353		MAINTENANCE PARTS	\$215.72	Z61557-001	DPW-MAINTENANCE PARTS
Total			\$215.72		
37180	02/19/21	SHARP ELECTRONICS CORPORATION			
E 100-514700-385		EQUIPMENT OUTLAY	\$609.56	SH427461	TECH-COPIERS JANUARY 2021
Total			\$609.56		
37181	02/19/21	SHORT ELLIOTT HENDRICKSON INC			
E 100-533110-210		PROFESSIONAL SERVIC	\$340.26	400436	MONOPOLE PROFESSIONAL SERVICES
Total			\$340.26		
37182	02/19/21	SOUTHSIDE TIRE CO., INC.			
E 100-533210-353		MAINTENANCE PARTS	\$1,384.00	855278	DPS-MAINTENANCE PARTS
Total			\$1,384.00		
37183	02/19/21	STREICHER'S POLICE EQUIPMENT			
E 100-522120-346		UNIFORMS	\$47.98	I1482507	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$14.00	I1482510	PD-UNIFORMS
Total			\$61.98		
37184	02/19/21	SYMBIONT			
G 601-182329		LAND - FUTURE SITE	\$6,630.00	52021	CWRC-WRC SITE PLAN
G 601-185335		ADVANCED TREATMEN	\$3,710.00	52023	CWRC-COAGULANT SYSTEM
G 601-185334		SECONDARY TREATME	\$350.00	52026	CWRC-PHOSPHORUS COMPLIANCE PLAN
Total			\$10,690.00		
37185	02/19/21	THE UNIFORM SHOPPE			
E 100-522120-346		UNIFORMS	\$69.95	1005	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$246.80	1006	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$193.85	1007	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$139.90	1008	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$144.90	1009	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$206.85	1016	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$85.95	1017	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$1,305.15	1020	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$137.90	306698	PD-UNIFORMS
E 100-522130-346		UNIFORMS	\$61.95	306816	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$36.45	307063	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$72.90	307064	PD-UNIFORMS
E 100-522110-346		UNIFORMS	\$53.96	307302	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$354.45	307346	PD-UNIFORMS
E 100-522120-346		UNIFORMS	\$22.00	307438	PD-UNIFORMS
Total			\$3,132.96		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37186	02/19/21	TIME WARNER CABLE			
E 100-518100-225		TELEPHONE/COMMUNI	\$66.89	020521	CH TELEPHONE
E 100-513100-225		TELEPHONE/COMMUNI	\$7.43	020521	MAYOR-TELEPHONE
E 100-513200-225		TELEPHONE/COMMUNI	\$7.43	020521	ADMIN-TELEPHONE
E 100-514100-225		TELEPHONE/COMMUNI	\$37.15	020521	CLERK-TELEPHONE
E 100-515600-225		TELEPHONE/COMMUNI	\$22.29	020521	TREAS-TELEPHONE
E 100-515400-225		TELEPHONE/COMMUNI	\$14.86	020521	ASSESSOR-TELEPHONE
E 100-522310-225		TELEPHONE/COMMUNI	\$14.86	020521	BI-TELEPHONE
E 100-533110-225		TELEPHONE/COMMUNI	\$22.29	020521	ENG-TELEPHONE
E 100-566310-225		TELEPHONE/COMMUNI	\$14.86	020521	PLAN-TELEPHONE
E 100-533210-225		TELEPHONE/COMMUNI	\$29.72	020521	DPW-TELEPHONE
E 220-555390-225		TELEPHONE/COMMUNI	\$29.72	020521	REC-TELEPHONE
E 100-555140-225		TELEPHONE/COMMUNI	\$14.86	020521	SRCTR-TELEPHONE
E 601-573825-225		TELEPHONE/COMMUNI	\$59.44	020521	CWRC-TELEPHONE
E 100-522410-225		TELEPHONE/COMMUNI	\$22.29	020521	EM-TELEPHONE
E 100-522230-225		TELEPHONE/COMMUNI	\$14.86	020521	FD-TELEPHONE
E 240-555320-225		TELEPHONE/COMMUNI	\$37.15	020521	POOL-TELEPHONE
E 601-573825-225		TELEPHONE/COMMUNI	\$134.98	020621	CWRC-INTERNET
E 100-555510-220		Internet	\$96.98	020721	REC-INTERNET GYM
E 100-522110-225		TELEPHONE/COMMUNI	\$424.63	020921	PD-TELEPHONE
E 100-555510-220		Internet	\$111.97	020921	PARKS-INTERNET CEDAR CREEK
E 100-522410-220		Internet	\$134.98	021421	EM-INTERNET
E 100-522110-225		TELEPHONE/COMMUNI	\$26.51	021421	PD-DIGITAL ADAPTERS
		Total	\$1,346.15		
37187	02/19/21	UNIFIRST CORPORATION			
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1168668	DPW-OPERATING
E 601-573825-372		SAFETY EQUIPMENT	\$78.35	096 1169789	CWRC-SAFETY
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1169791	DPW-OPERATING
E 601-573830-342		JANITORIAL SUPPLIES	\$73.50	096 1169796	CWRC-JANITORIAL SUPPLIES
		Total	\$250.87		
37188	02/19/21	WACPC - REGISTRATION			
E 220-555390-394		POMS EXPENSES	\$2,325.00	CK REQ	POMS MEMBERSHIPS
		Total	\$2,325.00		
37189	02/19/21	WALTS PETROLEUM SERVICE INC			
E 221-533210-240		REPAIR AND MAINTENA	\$332.50	118046	DPW-REPAIR & MAINTENANCE
		Total	\$332.50		
37190	02/19/21	WE ENERGIES			
E 100-555510-224		NATURAL GAS	\$99.02	0707973696-	BOY SCOUT HOUSE
E 100-522100-224		NATURAL GAS	\$29.05	0711276804-	PD
E 100-522100-224		NATURAL GAS	\$949.72	0711276804-	PD
E 601-573840-340		MAINTENANCE SUPPLIE	\$12.70	0711836389-	SEWER - EVERGREEN #7
E 601-573825-224		NATURAL GAS	\$353.00	0712590709-	SEWER - PARK LANE CONTROL BLDG
E 601-573825-224		NATURAL GAS	\$133.13	0713182701-	SEWER - PARK LANE UV
E 100-518100-224		NATURAL GAS	\$792.14	0713912926-	CH
E 601-573840-340		MAINTENANCE SUPPLIE	\$10.67	0713912926-	SEWER - KENZIE #11
E 100-522230-224		NATURAL GAS	\$803.64	0713912926-	FD

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522410-224		NATURAL GAS	\$97.62	0713912926-	EM
E 601-573840-340		MAINTENANCE SUPPLIE	\$48.10	0713912926-	SEWER - GARFIELD #9
E 100-518100-224		NATURAL GAS	\$898.52	0713912926-	GYM
E 601-573840-340		MAINTENANCE SUPPLIE	\$9.32	0713912926-	SEWER - KEUP #10
E 100-522230-224		NATURAL GAS	\$542.65	0713912926-	FD
E 100-533210-224		NATURAL GAS	\$989.58	0713912926-	DPW FACILITY
E 601-573840-340		MAINTENANCE SUPPLIE	\$9.25	0713912926-	SEWER - DORCHESTER #4
E 100-518100-224		NATURAL GAS	\$731.31	0713912926-	LINCOLN BLDG
E 601-573840-340		MAINTENANCE SUPPLIE	\$14.53	0713912926-	SEWER - HIGHLAND #8
E 260-555110-224		NATURAL GAS	\$868.67	0714144119-	LIBRARY
E 100-555510-224		NATURAL GAS	\$149.79	0719886467-	GIRL SCOUT HOUSE
E 240-555320-224		NATURAL GAS	\$21.25	0719900042-	POOL
		Total	\$7,563.66		
37191	02/19/21	WINTER EQUIPMENT COMPANY			
E 100-533450-340		MAINTENANCE SUPPLIE	\$3,319.68	IV47179	DPW-REMAINTENANCE SUPPLIES
		Total	\$3,319.68		
37192	02/19/21	ZUERN BUILDING PRODUCTS			
E 100-533311-363		SIGNS	\$28.00	290468	DPW-SIGNS
		Total	\$28.00		
37193	02/26/21	PATRICIA AKERLUND			
R 220-467335		TOTAL BODY FITNESS	\$40.00	CK REQ	REC-REFUND TOTAL BODY FITNESS
		Total	\$40.00		
37194	02/26/21	ALBIERO PLUMBING			
E 100-522230-240		REPAIR AND MAINTENA	\$612.50	226812	FD-REPAIR & MAINTENANCE
		Total	\$612.50		
37195	02/26/21	AT&T LONG DISTANCE			
E 260-555110-225		TELEPHONE/COMMUNI	\$44.58	836841746	LIBR-LONG DISTANCE
E 100-522110-225		TELEPHONE/COMMUNI	\$2.20	836841746	PD-LONG DISTANCE
		Total	\$46.78		
37196	02/26/21	AT&T MOBILITY			
E 100-522110-225		TELEPHONE/COMMUNI	\$1,173.22	02192021	PD-WIRELESS
E 100-522410-225		TELEPHONE/COMMUNI	\$123.62	02192021	EM-WIRELESS
		Total	\$1,296.84		
37197	02/26/21	AT&T			
E 100-533210-225		TELEPHONE/COMMUNI	\$56.19	26237576030	DPW-TELEPHONE
E 260-555110-225		TELEPHONE/COMMUNI	\$328.68	26237576030	LIBR-TELEPHONE
E 601-573825-225		TELEPHONE/COMMUNI	\$103.79	26237576030	CWRC-TELEPHONE
E 100-518100-225		TELEPHONE/COMMUNI	\$91.56	26237576030	CH-TELEPHONE
E 100-522230-225		TELEPHONE/COMMUNI	\$90.75	26237576030	FD-TELEPHONE
E 100-522110-225		TELEPHONE/COMMUNI	\$88.15	26237576240	PD-TELEPHONE
		Total	\$759.12		
37198	02/26/21	ATHLETE PERFORMANCE			
E 100-522120-380		EQUIPMENT/CAPITAL O	\$400.00	CK REQ	PD-EQUIPMENT WORKOUT ROOM PURCHASE

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Total			\$400.00		
37199	02/26/21	AXON ENTERPRISE INC			
E 100-522110-240		REPAIR AND MAINTENA	\$24,076.00	SI-1717967	PD-REPAIR & MAINTENANCE
Total			\$24,076.00		
37200	02/26/21	BADGER TRUCK CENTER,INC.			
E 100-533210-353		MAINTENANCE PARTS	\$75.81	795357	DPW-MAINTENANCE PARTS
Total			\$75.81		
37201	02/26/21	BADGERETTE POM PON INC			
E 220-555390-394		POMS EXPENSES	\$1,255.00	CK REQ	POMS COMPETITION-SPIRIT
Total			\$1,255.00		
37202	02/26/21	BOBCAT OF JANESVILLE			
E 100-533210-353		MAINTENANCE PARTS	\$42.60	02-174287	DPW-MAINTENANCE PARTS
Total			\$42.60		
37203	02/26/21	BOLD TECHNOLOGIES LTD			
E 100-522110-240		REPAIR AND MAINTENA	\$735.24	25903	PD-REPAIR & MAINTENANCE
Total			\$735.24		
37204	02/26/21	CEDARBURG LIGHT & WATER			
G 100-256201		DUE TO L&W IMPACT F	\$2,049.98	CK REQ	WTR IMPACT FEE-TED HAISCHER-W51N862 KEUP RD
Total			\$2,049.98		
37205	02/26/21	CEDARBURG OVERHEAD DOOR CO.			
E 700-519400-524		INSURANCE CLAIMS - 2	\$3,522.00	74778	DPW-GARAGE DOOR REPAIR
Total			\$3,522.00		
37206	02/26/21	CINTAS CORP			
E 100-533210-350		OPERATING SUPPLIES	\$153.63	5053161279	DPW-OPERATING
Total			\$153.63		
37207	02/26/21	DAMAGE CONTROL AIRSOFT & PAINT			
E 100-522120-380		EQUIPMENT/CAPITAL O	\$1,585.71	07273	PD-EQUIPMENT/CAPITAL
Total			\$1,585.71		
37208	02/26/21	DEMCO			
E 260-555110-310		OFFICE SUPPLIES	\$154.57	6910962	LIBR-OFFICE SUPPLIES
Total			\$154.57		
37209	02/26/21	DULTMEIER SALES			
E 100-533210-353		MAINTENANCE PARTS	\$45.90	3773660	DPW-MAINTENANCE PARTS
Total			\$45.90		
37210	02/26/21	EMR, LLC			
E 100-522410-240		REPAIR AND MAINTENA	\$7,002.17	12590	EM-REPAIR & MAINTENANCE-2004 FORD SUPERCAB
E 100-522410-240		REPAIR AND MAINTENA	\$3,200.00	12863	EM-REPAIR & MAINTENANCE-2004 FORD SUPERCAB
E 100-533210-353		MAINTENANCE PARTS	\$353.11	13075	DPW-MAINTENANCE PARTS
Total			\$10,555.28		

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37211	02/26/21	ENGINE TRANSMISSION EXCHANGE I			
E 100-522120-240		REPAIR AND MAINTENA	\$3,369.79	CK REQ	PD-REPAIR & MAINTENANCE-SQUAD #8
		Total	\$3,369.79		
37212	02/26/21	FIRST SUPPLY LLC			
E 100-533210-350		OPERATING SUPPLIES	\$135.53	12595951-00	DPW-OPERATING
		Total	\$135.53		
37213	02/26/21	FIVE CORNERS DODGE			
E 100-522120-240		REPAIR AND MAINTENA	\$12.74	128354	PD-REPAIR & MAINTENANCE #10
E 100-522120-240		REPAIR AND MAINTENA	\$71.63	74287	PD-REPAIR & MAINTENANCE #2
E 100-522120-240		REPAIR AND MAINTENA	\$236.47	74318	PD-REPAIR & MAINTENANCE #7
E 100-522120-240		REPAIR AND MAINTENA	\$20.47	74408	PD-REPAIR & MAINTENANCE 2019 EXPLORER
E 100-522120-240		REPAIR AND MAINTENA	\$304.99	74416	PD-REPAIR & MAINTENANCE #2
		Total	\$646.30		
37214	02/26/21	GIERACHS SERVICE			
E 100-522120-240		REPAIR AND MAINTENA	\$128.00	70659	PD-REPAIR & MAINTENANCE #8
		Total	\$128.00		
37215	02/26/21	GLOBAL WATER TECHNOLOGY, INC.			
E 260-555110-290		MAINT/CONTRACTED S	\$100.00	55729	LIBR-MAINTENANCE
		Total	\$100.00		
37216	02/26/21	CONNIE HANSEN			
R 220-467329		SUMMER SOCCER	\$35.00	CK REQ	REC-REFUND MIGHTY MITES
		Total	\$35.00		
37217	02/26/21	JANI-KING OF MILWAUKEE			
E 100-533210-350		OPERATING SUPPLIES	\$390.53	MIL03210404	DPW-MAINTENANCE
		Total	\$390.53		
37218	02/26/21	JJ S PLUMBING REPAIR			
E 260-555110-240		REPAIR AND MAINTENA	\$165.50	1123500	LIBR-REPAIR & MAINTENANCE
		Total	\$165.50		
37219	02/26/21	JOSEPH JACOBS			
E 100-522310-210		PROFESSIONAL SERVIC	\$300.00	21-004	BI-ELECTRICAL 2/23 & 2/24/21
		Total	\$300.00		
37220	02/26/21	KENT ADHESIVE PRODUCTS CO.			
E 260-555110-310		OFFICE SUPPLIES	\$96.49	1418945	LIBR-OFFICE SUPPLIES
		Total	\$96.49		
37221	02/26/21	KUBALA-WASHATKO ARCHITECTS			
E 353-566710-210		PROFESSIONAL SERVIC	\$500.00	CK REQ	BUSINESS PARK MONUMENT SIGN DESIGN
		Total	\$500.00		
37222	02/26/21	LAROSA LANDSCAPE COMPANY			
E 260-555110-290		MAINT/CONTRACTED S	\$420.00	0008632-IN	LIBR-MAINTENANCE
		Total	\$420.00		

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Batch: 021921AP,021921WE,022621AP,022621USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37223	02/26/21	SHANNON LILLY			
R 220-467332		POMS REVENUE	\$45.00	CK REQ	REC-POMS REFUND
		Total	\$45.00		
37224	02/26/21	MILWAUKEE SPRING & ALIGNMENT			
E 100-533210-353		MAINTENANCE PARTS	\$68.68	42781	DPW-MAINTENANCE PARTS
		Total	\$68.68		
37225	02/26/21	CHUCK MOEGENBURG			
E 100-518100-240		REPAIR AND MAINTENA	\$110.00	2162021	COMPLEX-MAINTENANCE
		Total	\$110.00		
37226	02/26/21	MONARCH LIBRARY SYSTEM			
E 260-555110-381		SHARED SYSTEM SERVI	\$21,477.86	415399	LIBR-SHARED SERVICES
		Total	\$21,477.86		
37227	02/26/21	MORTON SALT INC			
E 100-533450-450		SNOW AND ICE MATERI	\$3,045.66	5402271391	DPW-SNOW & ICE MATERIALS
		Total	\$3,045.66		
37228	02/26/21	MULCAHY SHAW WATER, INC.			
E 601-573835-360		COLLECTION SYSTEM M	\$1,770.50	323121	CWRC-COLLECTION SYSTEM MAINTENANCE
		Total	\$1,770.50		
37229	02/26/21	NAPA AUTO PARTS			
E 100-533210-353		MAINTENANCE PARTS	\$91.47	5269-113860	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	(\$46.53)	5269-113896	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$5.70	5269-113897	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$50.37	5269-113969	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$47.63	5269-114043	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$35.30	5269-114206	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$74.93	5269-114534	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	(\$35.30)	5269-114571	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$7.70	5269-114873	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$22.83	5269-115094	DPW-MAINTENANCE PARTS
		Total	\$254.10		
37230	02/26/21	NASSCO, INC.			
E 100-522100-340		MAINTENANCE SUPPLIE	\$277.56	S2718054.00	PD-MAINTENANCE SUPPLIES
		Total	\$277.56		
37231	02/26/21	NEWMAN CHEVROLET			
E 100-533210-353		MAINTENANCE PARTS	\$300.00	170409	DPW-MAINTENANCE PARTS
		Total	\$300.00		
37232	02/26/21	OFFICE DEPOT			
E 100-522110-225		TELEPHONE/COMMUNI	\$341.76	15844791700	PD-OFFICE SUPPLIES
		Total	\$341.76		
37233	02/26/21	OLIVER FIONTAR LLC			
E 350-566710-227		DEVELOPERS INCENTIV	\$17,964.48	629	TID #4 DRAW #51

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Batch: 021921AP,021921WE,022621AP,022621USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 350-566710-227		DEVELOPERS INCENTIV	\$47,222.50	630	TID #4 DRAW #51
		Total	\$65,186.98		
37234	02/26/21	OMNI CHEER			
E 220-555390-394		POMS EXPENSES	\$299.70	CK REQ	REC-POMS APPAREL
		Total	\$299.70		
37235	02/26/21	QUALITY STATE OIL CO.,INC.			
G 221-161500		FUEL INVENTORY	\$3,399.00	1786155	DPW-FUEL INVENTORY
G 221-161500		FUEL INVENTORY	\$5,092.00	1786156	DPW-FUEL INVENTORY
		Total	\$8,491.00		
37236	02/26/21	R A SMITH NATIONAL			
E 400-533311-854		STREET IMPROVEMENT	\$8,133.53	156678	2021 STREET & UTILITY PROJECT-STREETS
E 400-533440-475		STORMWATER IMPROV	\$3,096.94	156678	2021 STREET & UTILITY PROJECT-STORM
G 601-184313		COLLECTION MAINS AN	\$182.17	156678	2021 STREET & UTILITY PROJECT-SAN SEWER
E 353-566710-210		PROFESSIONAL SERVIC	\$10,305.50	156687	TIF #6 ENGINEERING - PHASE 2/3 CONSTRUCTION
		Total	\$21,718.14		
37237	02/26/21	RITTER TECHNOLOGY, LLC			
E 100-533210-353		MAINTENANCE PARTS	\$26.58	Z61557-003	DPW-MAINTENNACE
E 100-533210-353		MAINTENANCE PARTS	\$498.71	Z62657-001	DPW-MAINTENNACE
		Total	\$525.29		
37238	02/26/21	KURT SCHOESSOW			
E 100-533450-340		MAINTENANCE SUPPLIE	\$433.98	616	DPW-MAINTENANCE
		Total	\$433.98		
37239	02/26/21	KAYLA STOFLET			
R 220-467332		POMS REVENUE	\$75.00	CK REQ	REC-POMS REFUND
		Total	\$75.00		
37240	02/26/21	STREICHER'S POLICE EQUIPMENT			
E 100-522120-346		UNIFORMS	\$84.99	11483840	PD-UNIFORMS
		Total	\$84.99		
37241	02/26/21	PUBLIC SAFETY EQUIPMENT LLC			
E 100-522120-240		REPAIR AND MAINTENA	\$429.00	8247	PD-REPAIR & MAINTENANCE-RADAR UNITS
		Total	\$429.00		
37242	02/26/21	TAPCO			
E 100-533311-363		SIGNS	\$530.00	1690117	DPW-SIGNS
		Total	\$530.00		
37243	02/26/21	TIME WARNER CABLE			
E 100-514700-220		Internet	\$1,071.29	021621	CH-INTERNET
E 100-533210-350		OPERATING SUPPLIES	\$234.96	022021	DPW-FIRE LINES-FEB & MARCH 2021
E 100-555510-220		Internet	\$234.96	022021	PARKS-INTERNET SHOP-FEB & MARCH 2021
		Total	\$1,541.21		
37244	02/26/21	TKK ELECTRONICS, LLC			

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Batch: 021921AP,021921WE,022621AP,022621USC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522120-380		EQUIPMENT/CAPITAL O	\$2,347.72	140762	PD-EQUIPMENT/CAPITAL OUTLAY-PRINTEK MOBILE PRINTER
E 100-522120-380		EQUIPMENT/CAPITAL O	\$7,576.96	140779	PD-EQUIPMENT/CAPITAL OUTLAY-DELL LATITUDE
		Total	\$9,924.68		

37245	02/26/21	U.S. CELLULAR			
E 601-573825-225		TELEPHONE/COMMUNI	\$25.50	0422307891	CWRC-TABLET
E 100-522310-225		TELEPHONE/COMMUNI	\$38.50	0422307891	BI-TELECOM
E 100-533210-225		TELEPHONE/COMMUNI	\$25.00	0422307891	DPW-TABLET
E 601-573825-225		TELEPHONE/COMMUNI	\$38.50	0422307891	CWRC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$10.50	0422307891	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.50	0422307891	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$39.50	0422307891	DPW-TABLET-HOTSPOT
E 601-573825-225		TELEPHONE/COMMUNI	\$10.50	0422307891	CWRC-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.50	0422307891	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.50	0422307891	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$25.00	0422307891	DPW-IPAD
E 100-533110-225		TELEPHONE/COMMUNI	\$0.50	0422307891	ENG-TELECOM
E 100-533210-225		TELEPHONE/COMMUNI	\$42.50	0422307891	DPW-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$19.94	0422307891	CH-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$38.50	0422307891	ENG-TELECOM
E 100-555145-225		TELEPHONE/COMMUNI	\$2.82	0422307891	SC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$56.18	0422307891	PARKS-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$38.50	0422307891	CWRC-DUTY PHONE
		Total	\$443.44		

37246	02/26/21	UNIFIRST CORPORATION			
E 601-573825-372		SAFETY EQUIPMENT	\$78.35	096 1170933	CWRC-SAFETY EQUIPMENT
E 100-518100-240		REPAIR AND MAINTENA	\$114.83	096 1170940	COMPLEX-REPAIR & MAINTENANCE
E 100-522100-340		MAINTENANCE SUPPLIE	\$61.38	096 1170941	PD-MAINTENANCE SUPPLIES
		Total	\$254.56		

111300 PWSB Checking	\$240,196.14
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Fund Summary

111300 PWSB Checking

100 GENERAL FUND	\$87,023.09
220 RECREATION PROGRAMS FUND	\$4,104.42
221 FUEL SYSTEM - WASH BAY	\$13,555.50
240 SWIMMING POOL FUND	\$58.40
260 LIBRARY FUND	\$28,328.08
350 TIF DISTRICT FUND #4	\$65,186.98
353 TIF DISTRICT #6	\$10,805.50
400 CAPITAL IMPROVEMENTS FUND	\$11,230.47
601 WATER RECYCLING CENTER	\$16,381.70
700 RISK MANAGEMENT FUND	\$3,522.00

\$240,196.14



City of Cedarburg

City Administrator's Report

March 4, 2021

Department News

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

Engineering & Public Works — Only one bid was received for the 2021 sidewalk program. An addendum to the 2021 Street & Utility Project will extend the bid opening by one week. Dylan Urbanek will begin employment as the new Assistant City Engineer on Monday, March 8.

Parks, Recreation & Forestry— The Summer Activity Guide will be posted to the City website this week for registrations beginning April 1. In-person only registration for the Summer Playground Camp will be a tier system on the following days: returning participants from 2020 will take place on Monday, March 22; City of Cedarburg residents will take place on Tuesday, March 23; and non-resident registration will take place on Wednesday, March 24. The Department began accepting Park sign sponsorships and over one-half of the signs have been purchased to-date.

The Public Works crew is working on snow removal and late Christmas tree pick up. Street sweeping will begin soon. The Department is interviewing for seasonal grass cutting and park maintenance help.

City Forester Westphal is interviewing seasonal staff to do EAB treatments.

Fire Department—The Fire Department is being good stewards and has decided to cancel the July Maxwell Street Days based on information from the Ozaukee Washington County Health Department; however, they are planning on holding the September and October events. Three drive-thru brat fry's will be held to raise funds in lieu of the May and July Maxwell Street Days.

The Fire Department Shared Services Study will be released to the public on March 12, 2021. The Common Council will be reviewing the results at the March 11 Common Council meeting.

Treasurer— The 2020 tax collection settlement was completed last Friday. The Department will be getting a new accounting software with many new features. The annual audit is being done virtually and is taking place this week.

Senior Center—The March/April Senior newsletter has been mailed. A van walk-thru will be held in April for new and returning van drivers. Three fitness classes are beginning next week with card games resuming in April. Chicken therapy will be offered soon, as a new program.

Water Recycling Center—The Department will be cleaning catch basins on the west side of Washington Avenue this year. The Center continues to work on improving phosphorous levels.

Library— The Ozaukee Washington County Health Department has determined that the Library staff can be included in the 1B Group, along with educators, for vaccine distribution due to the high volume of patrons at the Library and its designation as a warming and cooling site for the County. The 2020 Annual Library Report is completed and will be presented to the Common Council in April.

The Friends of the Library benefited from the Dine Out/Do Good event through New Fortune on Tuesday, March 2 by receiving 20% of their sales on that date. A community shredding event fundraiser will be held on April 24 in the Cedarburg High School parking lot between 10 a.m.—1 p.m. at a cost of \$1 per pound.

Light & Water— The Utility's annual audit was completed last week. The water tower on Wauwatosa Rd./Sherman Rd. is under construction and is 40% complete. The tower will be operational by October 1, 2021.

Clerk — The Department is preparing for the April 6, Primary election. Absentee ballot requests on file will be mailed on March 16. Municode is in the process of converting the City Ordinances into an updated Code. This process takes four to six months.

City Administrator—Department Heads are asked to review their Capital Improvement projects while being mindful of eliminating any huge spikes over the next 7 years.

Respectfully submitted,

Mikko Hilvo
City Administrator