

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
February 22, 2021 – 7:00 P.M.**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, February 22, 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 Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – February 8, 2021 Common Council minutes*
8. NEW BUSINESS
 - A. 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*
 - B. Consider agreement with Baker Tilly for an 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 Ordinance No. 2021-09 Appropriating funds in General Fund for Transfer to Other Funds for Capital Improvement Projects; and action thereon*

- E. Consider Ordinance No. 2021-06 appropriating funds for the 2020 Swimming Pool operations; and action thereon*
- F. 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*
- G. Consider placement of two radar feedback speed signs on Western Road to address speeding complaints; and action thereon*
- H. Consider Mayoral appointment to the Community Development Authority; and action thereon
- I. Discuss City Code Sec 7-2-17 (E) Outdoor Amplified Sound and Music Permit; and action thereon*
- J. Consider change in enforcement of temporary sign ordinance; and action thereon*
- K. Consider continuing allowing businesses to set up temporary tents on their premises; and action thereon*
- L. Consider License/Permit Applications; and action thereon
 - 1. Consider approval of new Operator License application for the period ending June 30, 2021 for Nicole A. Anderson, Hadley W. Campbell, and Anastasiia Pylypiuk; and action thereon***
- M. 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*

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 A.

A. Discussion of 1.01-acre of Vacant Land Offer to Purchase from Dorada, LLC, Tax Key No. 13-034-14-024.00 C715

B. Approval of February 8, 2021 Common Council closed session minutes

12. RECONVENE TO OPEN SESSION

A. Discussion and possible action on Vacant Land Offer to Purchase from Dorada, LLC

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.

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



CITY OF CEDARBURG PUBLIC MEETING POLICY DURING COVID-19

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



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

CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 FOR PUBLIC

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



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

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

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

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



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

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

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

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

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

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

**CITY OF CEDARBURG
COMMON COUNCIL
February 8, 2021**

**CC20210208-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held online on Monday, February 8, 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 Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Patricia Thome, Robert Simpson, Barbara Lythjohan

Also Present - City Administrator Mikko Hilvo, City Attorney Michael Herbrand, Deputy City Clerk Amy Kletzien, Finance Director/Treasurer Christy Mertes, interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

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

Motion made by Council Member Thome, seconded by Council Member Bublitz, to approve the January 25, 2021 Common Council minutes. Motion carried without a negative vote.

NEW BUSINESS

CONSIDER ORDINANCE NO. 2021-02 GOVERNING SWIMMING IN CEDAR CREEK AND QUARRIES; AND ACTION THEREON

City Administrator Hilvo explained that at the December 14, 2020 Common Council meeting, it was determined the City’s ordinance Sec. 12-1-7 Swimming Prohibited in Cedar Creek or Quarries be revised to remove language prohibiting swimming in the Creek but to add language prohibiting swimming near the dams.

Council Member Verhaalen asked if quarries should be changed to quarry in Zeunert Park only because of the contamination and it is the only quarry located in the City at this time. The Common Council agreed.

In answer to Council Member Thome's question, City Attorney Herbrand confirmed that the City is not creating any public swimming areas. The City has recreational immunity because it is not offering any beach areas or swimming; however, the City is not prohibiting swimming.

Mayor O'Keefe explained that the remediation efforts on the former Amcast site have identified the source of contamination to the quarry. The City is working with the EPA to get the quarry cleaned up to use for future recreation.

Motion made by Council Member Verhaalen, seconded by Council Member Thome, to approve Ordinance No. 2021-02 as changed from quarries to quarry in Zeunert Park. Motion carried without a negative vote.

CONSIDER RESOLUTION NO. 2021-04 DESIGNATING LIGHT & WATER CHECKING AND SAVINGS ACCOUNTS FOR ENSUING YEAR; AND ACTION THEREON

City Administrator Hilvo explained that a new secretary has been appointed on the Light & Water Commission, which requires a new signature block for 2021.

Motion made by Council Member Bublitz, seconded by Council Member Thome, to adopt Resolution No. 2021-04 designating Light & Water checking and savings accounts for ensuing year. Motion carried without a negative vote.

CONSIDER SPONSORSHIP PROGRAM FOR PARK SIGNS; AND ACTION THEREON

City Administrator Hilvo explained that there are 19 park signs that need to be updated to include the new brand (City logo). The approval of this sponsorship program will allow the City to update the signs without using funds from the General or Capital Fund accounts. The Parks, Recreation & Forestry Board recommended approval on January 6 and the Plan Commission recommended approval on February 1, 2021.

In answer to Council Member Lythjohan's questions, City Administrator Hilvo explained that the program will be advertised on the City's website and Facebook page and on the Chamber of Commerce website. Two businesses have expressed interest and want to purchase park signs. Additionally, the program will be open to individuals as well.

Council Member Arnett explained that new signage was removed from the 2021 budget and this is a very creative idea to get all of the park signs updated. He will encourage his neighborhood to support the Cedar Pointe Conservancy signs, if possible. Council Member Burkart agreed that this is a very innovative idea.

In answer to Council Member Verhaalen's question, City Administrator Hilvo explained that the sponsorship program lasts for two years but the actual park signs will last 20 years.

Council Member Bublitz thanked the Parks, Recreation & Forestry Board for the innovative idea.

Motion made by Council Member Burkart, seconded by Council Member Arnett, to adopt sponsorship program for park signs as presented. Motion carried without a negative vote.

CONSIDER AUTHORIZING STAFF TO NOTIFY BOARD OF COMMISSIONERS THE CITY WILL PAY OFF THE STATE TRUST FUND LOAN BALANCE OF \$247,953.77 ON MARCH 15, 2021; AND ACTION THEREON

Finance Director/Treasurer Mertes explained that after review of the outstanding debt and current interest rates, the Finance Committee recommended the City pay off the 2018 borrowing from the State Trust Fund Loan program. The budgeted payment for 2021 was \$36,073 (principal and interest). The remaining balance is \$220,558.31 and would be paid from the General Fund balance. She further explained that the City is required to give the Board of Commissioners of Public Lands a 30-day notice of prepayment. There are no penalties, and the fund balance is still estimated over the balance required by City policy. If approved, a budget amendment will be necessary at the next Common Council meeting. This borrowing was for the monopole and the City will save \$32,000 in interest payments, if paid by March 15, 2021.

Council Member Arnett explained that he is Chairman of the Finance Committee and they have been working on this for a couple of months. The Fund Balance is at \$3 million and increased by a half million dollars last year. He confirmed with City Attorney Herbrand that two cellular companies are near closing, which includes a \$35,000 relocation fee that will go back into the General Fund.

Council Member Thome asked Finance Director/Treasurer Mertes if she was comfortable with this transaction. She replied that she is in favor because the General Fund balance will still be at the higher end of the City's policy. Council Member Thome thanked Finance Director/Treasurer Mertes and the Finance Committee for their work on this recommendation.

Council Member Arnett explained that the Finance Committee will be making a presentation on current debt at a future Common Council meeting.

Mayor O'Keefe said that he was hoping for this type of activity from the Finance Committee.

Motion made by Council Member Lythjohan, seconded by Council Member Thome, to authorize City staff to notify Board of Commissioners the City will pay off the State Trust Fund loan balance of \$247,953.77 on March 15, 2021. Motion carried without a negative vote.

CONSIDER PAYMENT OF BILLS DATED 01/16/2021 THROUGH 01/29/2021, TRANSFERS FOR THE PERIOD 01/15/2021 THROUGH 01/31/2021 AND PAYROLL FOR PERIOD 01/10/2021 THROUGH 01/23/2021; AND ACTION THEREON

Motion made by Council Member Bublitz, seconded by Council Member Burkart, to approve payment of bills dated 01/16/2021 through 01/29/2021, transfers for the period 01/15/2021

through 01/31/2021 and payroll for the period 01/10/2021 through 01/23/2021. Motion carried without a negative vote.

ADMINISTRATOR'S REPORT

City Administrator Hilvo reported that an offer was extended to a candidate for the Assistant Engineer position who is currently located in Minneapolis.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Burkart explained that Evergreen Blvd is in rough shape and she is happy that it is included in the 2021 Street & Utility Project.

Council Member Verhaalen noticed in the payment of bills that a 35-year award was issued to Don Hahn and he extended his congratulations for his hard work and longevity with the City.

MAYOR REPORT

ADJOURNMENT – CLOSED SESSION

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn to closed session at 7:25 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, more specifically, to discuss offer to purchase 1.01-acre City owned out-lot. Approval of January 25, 2021 closed session minutes. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome and Lythjohan voting aye.

RECONVENE TO OPEN SESSION

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to reconvene to open session at 7:52 p.m. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome, and Lythjohan voting aye.

CONSIDER OFFER TO PURCHASE 1.01-ACRE CITY OWNED OUTLOT-TAX KEY NO. 13-034-14-024.00 C715; AND ACTION THEREON

Motion made by Council Member Arnett, seconded by Council Member Thome, to approve offer of \$13,500 for purchase of 1.01-acre City owned outlot – tax key no. 13-034-14-024.000 C715, subject to receipt of an acceptable purchase contract for the parcel.

Council Member Burkart suggested a deadline of March 1, 2021.

Motion was amended by Council Member Arnett, seconded by Council Member Thome, to add a deadline date of March 1, 2021.

Motion carried without a negative vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 7:55 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC
Deputy City Clerk

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.A.

TITLE: 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

ISSUE SUMMARY: At the February 8, 2021 Common Council meeting the Council recommending 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 over the balance required by our policy.

STAFF RECOMMENDATION: Adopt Ordinance No. 2021-08

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: Finance Committee, January 19, 2021 and Common Council, February 8, 2021 recommended to payoff loan.

BUDGETARY IMPACT: Reduction in fund balance of \$220,558.31, savings of interest in the amount of \$31,958. Interest rate of 3.5%.

ATTACHMENTS: Ordinance No. 2021-08

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

FOR MORE INFORMATION CONTACT: Christy Mertes, Finance Director/Treasurer 262-376-3907

ORDINANCE NO. 2021-08

An Ordinance Appropriating Funds in General Fund to Transfer to Other Funds and to Debt Service

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 the Debt Service Fund payoff of the 2018 State Trust Fund Loan.

Increase General Fund Transfer to Other Funds	100-592000-704	\$220,558
Increase Debt Service Transfer from Other Funds	300-491100	\$220,558
Increase Debt Service 2018 STFL Principal	300-581560-610	\$220,558

These monies are hereby designated to be used to pay off the balance of the State Trust Fund Loan from 2018.

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 22nd day of February 2021.

Attest:

Mike O'Keefe, Mayor

Tracie Sette, City Clerk

Approved as to form:

Michael Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

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

TITLE: Consider agreement with Baker Tilly for an impact fee study; and action thereon. (8.B.),
Consider Ordinance 2021-07 Appropriating Funds in the General Fund for an Impact Fee Study (8.C.)

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 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.

The last time we did a study only Baker Tilly and one other firm responded. This other firm is handling Light & Water's study currently and the price they gave to City Administrator Hilvo was almost double this proposal.

STAFF RECOMMENDATION: Adopt Ordinance 2021-07

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Reduction in fund balance of \$29,500. 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: Baker Tilly Engagement Letter 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 BTMA 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: _____

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	\$29,500
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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 22nd day of February 2021.

Attest:

Mike O'Keefe, Mayor

Tracie Sette, City Clerk

Approved as to form:

Michael Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.D.

TITLE: Consider Ordinance No. 2021-09 Appropriating funds in General Fund for Transfer to Other Funds for Capital Improvement Projects; and action thereon

ISSUE SUMMARY: This ordinance allocates the fund to General Fund from fund balance to transfer to Capital Improvements for the budgeted 2021 projects. The projects include the City Hall file server (\$13,800), accounting software (\$70,000), street (\$100,000) and storm sewer (\$200,000) projects and dam repairs (\$100,000). All of these projects were discussed during the budget process and planned for 2021.

STAFF RECOMMENDATION: Adopt Ordinance No. 2021-09

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Use of General Fund fund balance for Capital Improvement projects. The funds were appropriated in the Capital Improvement Fund for 2021.

ATTACHMENTS: Ordinance No. 2021-09

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

FOR MORE INFORMATION CONTACT: Christy 376-3907

ORDINANCE NO. 2021-09

An Ordinance Appropriating Funds in General Fund for Transfer to Other Funds

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 the projects in the Capital Improvement Fund for General Government, Storm Sewer, Streets and Environmental/dam projects.

Increase Transfer to Other Funds	100-592000-706	\$483,800
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These monies are hereby designated to be used for the City Hall file server, accounting software, street and storm sewer projects and dam repairs.

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 22nd day of February 2021.

Attest:

Mike O'Keefe, Mayor

Tracie Sette, City Clerk

Approved as to form:

Michael Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.E.

TITLE: Consider Ordinance No. 2021-06 appropriating funds for the 2020 Swimming Pool operations and action thereon.

ISSUE SUMMARY: The ordinance is for the appropriation of General Fund fund balance to transfer to the Swimming Pool Fund account. The funds were appropriated with the adoption of the 2020 budget to the revenue fund for the Swimming Pool in the Transfer from General Fund.

Even though the pool was closed additional funding is necessary to make the swimming pool whole for 2020. The additional funding is from the Special Revenue Fund – Recreation Programs fund balance. The Special Revenue Fund - Recreation Programs currently has a fund balance of \$101,579.

STAFF RECOMMENDATION: Adopt ordinance 2021-06

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Balanced budget for the Swimming Pool and use of General Fund and Recreation Programs fund balance for the Swimming Pool Fund budget overage.

ATTACHMENTS: Ordinance 2021-06

INITIATED/REQUESTED BY: Christy Mertes, Finance Director/Treasurer and Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Christy 376-3907 or Mikko 375-7917

ORDINANCE NO. 2021-06

An Ordinance Appropriating Funds for Swimming Pool Operations

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

SECTION 1. In the 2020 budget, there is hereby appropriated from the fund balance of the City of Cedarburg General Fund and the Special Revenue Fund Recreation Programs the following monies related to the operation of the Special Revenue Fund - Swimming Pool:

Increase Operating Transfers Out –	
Transfer to Swimming Pool – 100-592000-710	\$7,944
Increase Operating Transfers Out –	
Transfer to Swimming Pool – 220-592000-710	\$9,416
Increase Swimming Pool Fund –	
Transfer from Rec Programs – 240-491220	\$9,416

These monies are hereby designated to be used for the above-mentioned swimming pool operating budget.

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 22nd day of February 2021.

Michael O’Keefe, Mayor

Attest:

Approved as to form:

Tracie Sette, City Clerk

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.F.

TITLE: Consider Ordinance No. 2021-10 increasing the allocated funds in the General Fund and Capital Improvement Fund for the 2021 budget to address encumbrances from 2020; and action thereon.

ISSUE SUMMARY: The ordinance is for the encumbrances from 2020. These are projects/purchases that were budgeted in 2020 and will not be completed until 2021.

STAFF RECOMMENDATION: Adopt Ordinance No. 2021-10

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: None, budgeted in 2020 for use.

ATTACHMENTS: Ordinance No. 2021-10

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

FOR MORE INFORMATION CONTACT: Christy 376-3907

ORDINANCE NO. 2021-10

An Ordinance Increasing Allocated Funds in the General Fund

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

SECTION 1. According to Wisconsin Statutes no appropriations may remain over expended at year-end within the annual budget and funds encumbered from 2020 need to be allocated into the 2021 budget;

SECTION 2. The authorized expenditures within the adopted 2021 Annual Budget need to be increased;

<u>APPROPRIATION</u>	<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
Increase – Assessor’s Office	100-515400-312	Computer	\$910
Increase – Parks, Rec. & Forestry	100-555510-330	Training	\$1,400
Increase – Parks, Rec. & Forestry	100-555510-240	Lift Truck Rental	\$4,500
Increase – Streets Ineligible	100-533410-240	Alley Maintenance	\$20,000
Increase – Garage	100-533210-240	Repair & Maintenance	\$1,500
Increase – Garage-PW Crew	100-533210-330	Training	\$700
Increase – Garage	100-533210-351	Gas & Oil Expense	\$10,000
Increase – Garage	100-533210-380	Equipment	\$1,500
Increase – Street Improvements	100-533311-350	Operating Supplies	\$1,000
Increase – Storm Sewer	100-533440-240	Maintenance	\$6,000
Increase – Clerk’s Office	100-514100-210	Professional Services	\$10,000
Increase – Fire Department	100-522230-240	Maintenance	\$7,011
Increase – Information Technology	100-514700-210	Professional Services	\$4,290
Increase – Treasurer’s Office	100-515600-310	Office Supplies	\$1,500
Increase – City Hall	100-518100-380	Equipment	\$27,599
Increase – WRC Admin	601-573850-210	Professional Services	\$5,000
Increase – Police Admin	400-522110-807	911 Upgrade	\$83,807
Increase – Swimming Pool	400-555320-865	Pool Improvements	\$23,770
Increase – Public Works	400-533210-880	Vehicles	\$23,460

These monies are hereby designated for use for the above mentioned purpose.

SECTION 3. 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 4. 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 22nd day of February 2021.

Countersigned:

Michael O'Keefe, Mayor

Tracie Sette, City Clerk

Approved as to form:

Michael Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.G.

TITLE: Consider placement of two radar feedback speed signs on Western Road to address speeding complaints; and action thereon. (Public Works and Sewerage Comm. 2/11/21)

ISSUE SUMMARY: There have been numerous complaints about speeding on Western Road near Evergreen Boulevard.

The Police Department completed a speed study in November in the area and found the average speed to be 29.3 mph and the 85th percentile speed to be 32.5 mph. These numbers show pretty good compliance. However, there were a rather high number (45) of vehicles traveling at 40 mph or higher. The Police Department has also been heavily enforcing the area, in 2020 officers logged out running radar 368 times and made 275 traffic stops on Western Road.

The use of two radar feedback speed signs has been proposed as a solution.

STAFF RECOMMENDATION:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: The Public Works and Sewerage Commission recommended the placement of two radar feedback speed signs

BUDGETARY IMPACT: \$8,000 for two new signs (Total sign budget for 2021 is \$9,000)

ATTACHMENTS: Armadillo Speed Study Report and TAPCO Radar Feedback Speed Sign Quote

INITIATED/REQUESTED BY: Mike Wieser

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



Safe travels:

Traffic and Parking Control Co., Inc.

5100 West Brown Deer Road
Brown Deer, Wisconsin 53223

Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q20010497
Date	6/30/2020
Page	1

Sell To Cust. C54	City Of Cedarburg Mike Wieser Po Box 49 CEDARBURG, WI 53012-0049 USA			Ship To Cust.	City Of Cedarburg Mike Wieser Po Box 49 CEDARBURG, WI 53012-0049 USA	
Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
EV 12" SOLAR DFB		3/31/2021	Aaron Guilbault	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
137971	EV 12" Radar Feedback Sign,50 Watt Solar Panel,White HIP Face,1 Year Cloud Service	2	EA	3,495.00	\$6,990.00
109881	Safe Pace Data Collection via Bluetooth Need 1 per unit	2	EA	495.00	\$990.00

Thank you- Aaron Guilbault
#920-728-1792
aaron@tapconet.com
#888-806-8885

Shipment within _____
Acceptance By _____
Date _____
By _____

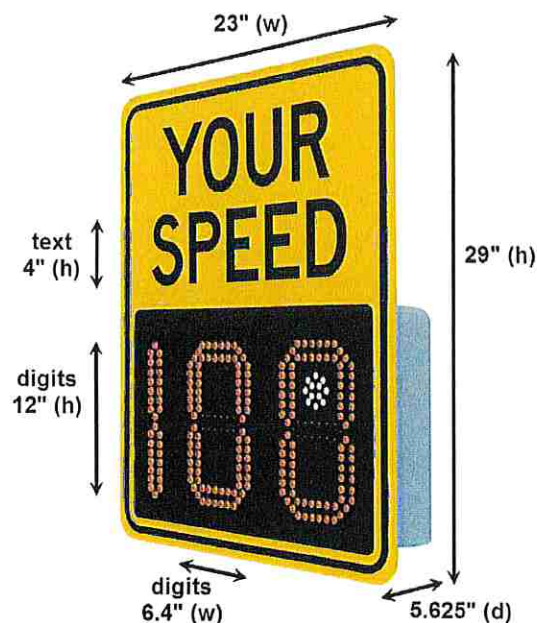
Merchandise	Freight	Tax	Total
\$7,980.00	\$0.00	\$0.00	\$7,980.00

All prices are listed in **US Dollars (USD)**
For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>

DIMENSIONS

- » Digit Size:
 - First digit: 12"(h) x 1.125"(w), 56 LEDs (3-digit signs only)
 - Other digits: 12"(h) x 6.4"(w), 196 LEDs per digit
- » Sign Face Text: Letters 4"(h) spell "YOUR SPEED" fixed message, 2 lines
- » Unit alone: 17.25"(h) x 23"(w) x 5.625"(d)
- » Unit with "YOUR SPEED" sign mounted:
 - Full size sign: 29.0"(h) x 23.0"(w) x 5.625"(d)
- » Sign Weight (includes "YOUR SPEED" sign)
 - AC Powered Model: 20 lbs
 - Battery Powered Model: 20 lbs (not including batteries)
 - Solar Powered Model: 20 lbs (does not include solar panel or bracket)
- » Accessories (*optional*)
 - 4 Cell Lithium Ion Battery: 4 lbs
 - Lead Acid Battery: 12 lbs
 - Universal Mounting Bracket System
 - Sign Bracket: 2 lbs
 - Pole Bracket: 5 lbs

All Specifications Subject to Change Without Notice



TECHNICAL SPECIFICATIONS

- » 3-Digit Speed Display
 - Miles Per Hour (mph): 3-99 mph
 - Kilometers Per Hour (km/h): 5-160 km/h
- » High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text
- » MUTCD approved colors and format
- » Operating Temperatures F (C): -40° (-40°) to 185° (85°)
- » Conformal coating on all circuit boards

Power

- » Power input:
 - 100~240 V AC @ 150 mA
 - 12 V DC (11-14.5 V @ 1A)
 - Built in ambient light sensing and automatic brightness control
 - Wireless battery charge monitoring (via software interface)
- » Power Options
 - AC power input: 100~240 V AC
 - DC (battery) power input: 12 V DC
 - DC (battery) power options:
 - 12V, 18Ah Lead acid batteries
 - 4 Cell, 12.8V, 15Ah Lithium-Ion Phosphate batteries
 - Solar power: 50W solar panel

Radar

- » Internal Radar: Doppler (FCC approved)
- » Model: DF 600
- » Radar RF out: 5 mW maximum
- » Radar f-center: 24.125 GHz or 24.200 GHz
- » Pickup distance: Up to 400 feet
- » Beam angle: 24° (vertical) x 12° (horizontal)
- » Beam polarization: Linear
- » CE Mark (Radar): Yes

Display

- » LEDs: 460
 - Digits (Yellow): 224 LEDs

- Color: Yellow (590 nm)
- Viewing angle at 50% IV: 30°
- Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED
- Digits (Red): 224 LEDs
 - Color: Red(633 nm)
 - Viewing angle at 50% IV: 30°
 - Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
- Speed Violator Strobe: 12 LEDs
 - Color: White (2700 K – 6500 K)
 - Viewing angle at 50% IV: 150°
 - Luminous Flux: typically 33lm @ 4000 K
 - Luminous Efficacy: typically 176 lm/W @4000 K
- » Ambient light sensor and automatic brightness adjustment

Enclosure

- » Vandal resistant, lightweight polymer
- » Matte black front for reduced glare and maximum contrast
- » Light gray body to minimize heat absorption
- » Weatherproof, NEMA 4X-12, IP65 level compliant
- » Non-sealed and ventilated

All Specifications Subject to Change Without Notice

ARMADILLO TRAFFIC STATISTICS REPORT



TARGET AREA: WESTERN ROAD / EVERGREEN BOULEVARD

TARGET DATE: 11/14/2020 - 11/19/2020

STATISTICAL INFORMATION

Total Vehicles Counted: 16,774
Average Vehicle Speed: 29.3mph
85th Percentile Speed: 32.5mph

TOP SPEEDERS

11/14/2020 8:13:04 AM:	43.0 VEH_MED	INCOMING
11/14/2020 10:37:37 AM:	53.0 VEH_MED	OUTGOING
11/14/2020 12:17:03 PM:	44.0 VEH_MED	OUTGOING
11/14/2020 4:08:38 PM:	41.0 VEH_MED	INCOMING
11/14/2020 4:29:01 PM:	43.0 VEH_MED	INCOMING
11/14/2020 4:45:40 PM:	41.0 VEH_MED	OUTGOING
11/14/2020 8:39:46 PM:	43.0 VEH_MED	INCOMING
11/14/2020 11:29:52 PM:	44.0 VEH_MED	OUTGOING
11/15/2020 1:59:57 AM:	44.0 VEH_MED	OUTGOING
11/15/2020 9:56:08 AM:	41.0 VEH_MED	OUTGOING
11/15/2020 10:53:21 AM:	43.0 VEH_MED	OUTGOING
11/15/2020 1:11:17 PM:	45.0 VEH_MED	INCOMING
11/15/2020 2:15:40 PM:	44.0 VEH_MED	INCOMING
11/15/2020 5:07:51 PM:	50.0 VEH_MED	INCOMING
11/15/2020 5:26:11 PM:	44.0 VEH_MED	INCOMING
11/15/2020 5:51:43 PM:	45.0 VEH_MED	INCOMING
11/15/2020 7:57:28 PM:	41.0 VEH_MED	INCOMING
11/15/2020 8:12:05 PM:	41.0 VEH_MED	INCOMING
11/15/2020 11:29:40 PM:	46.0 VEH_MED	OUTGOING
11/15/2020 11:38:43 PM:	42.0 VEH_MED	OUTGOING
11/15/2020 11:53:18 PM:	41.0 VEH_MED	OUTGOING
11/16/2020 10:04:09 AM:	55.0 VEH_MED	OUTGOING
11/16/2020 10:29:10 AM:	42.0 VEH_MED	OUTGOING

THE ARMADILLO DOES NOT DISTINGUISH WHICH "SPEEDERS" ARE OPERATING AS EMERGENCY VEHICLES

11/16/2020 1:36:01 PM:	41.0 VEH_MED	OUTGOING
11/16/2020 2:28:18 PM:	41.0 VEH_MED	OUTGOING
11/16/2020 4:40:08 PM:	42.0 VEH_MED	INCOMING
11/16/2020 7:52:37 PM:	41.0 VEH_MED	INCOMING
11/16/2020 11:26:52 PM:	48.0 VEH_MED	OUTGOING
11/16/2020 11:50:41 PM:	52.0 VEH_MED	OUTGOING
11/17/2020 9:44:50 AM:	41.0 VEH_MED	OUTGOING
11/17/2020 1:41:56 PM:	43.0 VEH_MED	INCOMING
11/17/2020 1:55:07 PM:	45.0 VEH_MED	INCOMING
11/17/2020 2:06:45 PM:	43.0 VEH_MED	OUTGOING
11/17/2020 2:59:17 PM:	42.0 VEH_MED	INCOMING
11/17/2020 6:58:04 PM:	42.0 VEH_MED	OUTGOING
11/17/2020 11:29:09 PM:	46.0 VEH_MED	OUTGOING
11/18/2020 12:00:18 AM:	41.0 VEH_MED	OUTGOING
11/18/2020 5:33:34 AM:	41.0 VEH_MED	INCOMING
11/18/2020 9:03:11 AM:	43.0 VEH_MED	INCOMING
11/18/2020 6:48:45 PM:	41.0 VEH_MED	OUTGOING
11/18/2020 7:36:02 PM:	58.0 VEH_MED	INCOMING
11/18/2020 11:52:22 PM:	55.0 VEH_MED	OUTGOING
11/19/2020 9:49:14 AM:	42.0 VEH_MED	INCOMING
11/19/2020 12:27:56 PM:	41.0 VEH_MED	OUTGOING
11/19/2020 1:21:18 PM:	41.0 VEH_MED	OUTGOING

SUMMARY

The average speed in this report is 29.3 compared to the 28.8 average from the last report in June from the same location. There are not as many high speeders this report, which logged 45 vehicles that traveled over 40 mph compared to 71 vehicles from the last report. It is also unknown which of these high speeders may have been emergency vehicles. Perhaps the time of year, officer's efforts to reduce speed in the area, or both may have contributed to the smaller number of high-speed vehicles in the area this time around. Speed complaints still remain to be reported to our department from this location.

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.I.

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

ISSUE SUMMARY: At the August 10, 2020 meeting, the Common Council decided to allow several businesses to provide amplified music at their outdoor locations and allowing several non-profits additional days and times for their events. All of them have stated that this helped bring in revenue at a critical time. They are requesting that the City continue to allow amplified music at their venues this year and potentially in future years as well. The Council needs to determine if the City wants to continue to allow amplified music for only this year or revise the ordinance to allow it in future years also. If the Council decides to allow amplified music going forward, then we need to determine the acceptable number of dates and times that will be allowed based on the requests each group has provided.

Issue Summary from 8-10-20 meeting: 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 it allows them 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 our 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.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None unless permit fee is waived.

ATTACHMENTS: Outdoor Amplified Sound and Music Policy, 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

Stagecoach Inn	Thursday, Friday and Saturday evenings.
Cultural Center	Wednesday evenings and one TBD for special event. <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, Saturday lunch time and special event days not falling on the scheduled times.
North 48	Festival dates & Country in the Burg nights.
Kuhefuss House	Three events.
Cedarburg Art Museum	Beer Gardens/Fundraiser 5:30 – 8:30 p.m., Wedding contracts, sporting events, and Thirst for Art Fair. <u>2021 Dates</u> • June 24 • July 3 • July 29 • August 5 • August 21 • September 10 • Weekly Saturdays 11:00 am – 4:00 pm

- (a) ~~**Compliance with Eligibility Standards.** The organization shall meet the eligibility requirements of a bona fide club, association, lodge or society as set forth in Section 125.26(6), Wis. Stats., and shall fully comply with the requirements of this Section and Section 11-5-1.~~
- (b) ~~**Posting of Signs and Licenses.** All organizations issued a liquor license shall post in a conspicuous location at the main point of sale and at all remote points of sale a sufficient number of signs stating that no fermented malt beverage shall be served to any under-age person.~~
- (c) ~~**Underage Persons Prohibited.** No underage persons as defined by the Wisconsin Statutes shall be allowed to assist in the sale of fermented malt beverage at any point of sale, nor shall they be allowed to loiter or linger in the area of any point of sale.~~
- (d) ~~**Licensed Operators Requirement.** A licensed operator shall be stationed at all points of sales at all times.~~
- (e) ~~**Permitted Cups or Cans Only.** Intoxicants will be sold outside only in foam or plastic cups or cans.~~
- (f) ~~**Insurance.** The applicant for a special Class "B" fermented malt beverage license may be required to indemnify, defend and hold the City and its employees and agents harmless against all claims, death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the permit, the applicant may be required to furnish a Certificate of Comprehensive General Liability insurance with the City of Cedarburg. The City of Cedarburg shall be named as an additional insured. The applicant may be required to furnish a performance bond prior to being granted the permit.~~

Cross Reference: Section 11-5-1.

**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)(Or. 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 License 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 and Music Permit.** As an exception to the amplified sound and music prohibition of subsection (b) herein, Outdoor Alcohol Beverage License holders whose underlying Class "B" liquor license(s) were granted to a club, society or lodge holding a current 501(c)(3) status may apply for an annual 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 License was issued.
 - 2. An annual permit fee of \$250.00 shall be required prior to issuance of any Outdoor Amplified Sound or Music Permit.
 - 3. Permit holders shall be limited to 6 outdoor amplified sound or music events per calendar year. An "event" is defined as a single performance, occurrence, or presentation using amplified music or sound that occurs within a 24-hour period and lasts for duration of five (5) or fewer hours. An "event" shall not include any amplified sound or music generated on dates for which Festivals of Cedarburg sponsors a festival within the festival footprint as defined by City Code.
 - 4. Amplified sound and music may be generated only between the hours of 11 a.m. and 9 p.m.
 - 5. Amplified music or sound may not be played at such a level to unreasonably disturb the peace and quiet of persons in the vicinity thereof.

6. 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.
7. All other restrictions and limitations of Section 7-2-17 remain in full force and effect.
(Ord. 2015-14)

~~SEC. 7-2-18 REVOCATION AND SUSPENSION OF LICENSES; NON-RENEWAL.~~

- (a) ~~**Procedure.** Whenever the holder of any license under this Chapter violates any portion of this Chapter or Title 11, Chapter 5, of this Code of Ordinances, proceedings for the revocation of such license may be instituted in the manner and under the procedure established by this Section.~~
- (b) ~~**Minimum Open Hours Required.** (Ord. 2016-23)~~
 - (1) ~~**Definitions.**~~

~~In this section:~~

 - a. ~~“Open to the public for business” means that any member of the public is able to enter the licensed premises and engage in the licensee’s principal activity or activities, including but not limited to the purchase of alcohol beverages. Factors to consider in determining whether a licensee is “open to the public for business” include, but are not limited to:~~
 - i. ~~Whether the licensee’s doors are unlocked;~~
 - ii. ~~Whether the licensee’s interior lights are on;~~
 - iii. ~~Whether the licensee’s exterior lights are on during hours of darkness;~~
 - iv. ~~Whether the licensee publishes open hours in any form of public communication, including but not limited to websites and advertisements;~~
 - v. ~~Whether the licensee has the necessary staff on site to operate the licensee’s advertised business.~~
 - b. ~~“Day” means the period from 6:00 a.m. on one calendar day to the next statutory closing hour as set forth in Wis. Stat. s. 125.68(4)(c). A day which falls within two calendar months shall be deemed to fall within the calendar month of the month preceding 12:00 midnight. For example, the time period of 6:00 a.m. on Thursday, March 31 to 2:00 a.m. on Friday, April 1 shall be counted as one “day” under this section, and shall be deemed to fall within the calendar month of March.~~
 - c. ~~“Extraordinary circumstances” means an unforeseen and undesired event which completely precludes the business from being open to the public at any time, including but not limited to fire, flooding, other weather-related damage, or utility interruption. Staffing shortages or economic difficulty are not “extraordinary circumstances.”~~

CITY OF CEDARBURG

MEETING DATE: February 22, 2021

ITEM NO: 8.J. & 8.K.

TITLE: Consider change in enforcement of temporary sign ordinance and action thereon; (8.J.)
Consider allowing businesses to set up temporary tents on their premises; and action thereon; (8.K.)

ISSUE SUMMARY: With ongoing restrictions placed on businesses they are requesting that we extend the ability for them to have outdoor tents and continue to allow temporary signage.

Issue Summary of meeting on 8-10-20: Our local businesses are continuing to work on providing their services while complying with physical distancing requirements. This will most likely continue even after the Safer At Home directive is lifted. To help them direct patrons and provide additional space to accommodate the physical distancing guidelines we are asking that the Common Council allow temporary signage in the business district and permit tents and/or increased use of outdoor space next to businesses that wish to provide more outdoor seating for their customers. Businesses would not be allowed to block sidewalks, infringe on public or other private property, and/or create any safety hazards.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: None

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

- (o) **Gasoline Price Signs.** Gasoline price signs, as required by law, not larger than twenty (20) square feet total surface area, one or two sided.
- (p) **Patriotic Buntings.** Red, white and blue patriotic buntings shall be allowed to be tastefully displayed without time limitation but subject to maintenance provisions as per Sections 15-5-8 and 15-5-9.
- (q) **Contractor Signs.** Less than eight (8) square feet and posted no longer than one (1) week after completion. [See Sec 15-5-13 (7)]

SEC. 15-5-13 SIGNS REQUIRING A TEMPORARY PERMIT.

- (a) **Standards.** There are certain types of signs which, because of their unique characteristics, cannot be properly classified as unrestricted permitted uses in any particular zoning district or districts, without consideration, in each case, of the impact of those signs upon neighboring land or public facilities. Such signs, nevertheless, may be necessary or desirable to be allowed in a particular district provided that due consideration is given to location, size and design. Such signs are classified as temporary uses. Such signs may only be erected following the issuance of a temporary use sign permit. Prior to the granting of any temporary use sign permit, the Building Inspector may stipulate such conditions and restrictions upon the establishment, location, size, construction, color, maintenance and operation of the sign as deemed necessary to promote the public health, safety and general welfare of the community. In granting the temporary sign permit the Building Inspector shall consider the following factors:
 - (1) That the establishment, maintenance or operation of the sign will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 - (2) That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the sign, and the proposed sign is compatible with the use of adjacent land.
 - (3) That the establishment of the sign will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in this district.
- (b) **Temporary Use Sign Permit Required.** The following signs may be allowed with a temporary permit, as provided in Sections 15-5-3(d) and (e), subject to the following conditions:
 - (1) **Large Temporary Business Signs.** Large temporary business signs which exceed thirty-three percent (33%) of the total window area in which the sign is placed. Such signs may not exceed seventy-five percent (75%) of the total window area in which the sign is placed and may not be displayed more than fifteen (15) days. Notwithstanding the foregoing, going-out-of-business signs may be displayed for up to forty-five (45) days.

- (2) **Temporary Wall Signs.** Temporary wall signs may not exceed the lesser of eighteen (18) square feet or twenty percent (20%) of the area of the wall on which the sign is placed. These may be displayed up to thirty (30) days and no more than three (3) permits per location may be issued per year.
- (3) **Electric Directional, Instructional and Neon Signs.** Electric directional and instructional signs whose purpose is the same as those of Section 15-5-13(a) and which have passed inspection by the Building Inspector or his authorized agent and comply with the Electrical Code of the City of Cedarburg.
- (4) **Advertising Vehicles.** Advertising vehicles may not be parked on any public right-of-way. A permit may be issued for an on-premise advertising vehicle for a period of time not to exceed five (5) days and no more than three (3) permits per location may be issued per year.
- (5) **Subdivision Development Signs.** Signage, banners and flags erected by the developer for the purpose of marketing a new subdivision are permitted with the follow restrictions:
 - a. Such permits may be issued for a period of two (2) years and may be annually renewed after two (2) years.
 - b. Signs as used in this Section refer to all types of signs except those prohibited by this Chapter.
 - c. The sign must be located on the property being developed, not on the public right-of-way, and must comply with all applicable building setback requirements.
 - d. The sign may not exceed thirty-two (32) square feet for properties less than five (5) acres. More than five (5) acres are a maximum ninety-six (96) square feet, with setback and size to be determined by the Building Inspector, or the Landmarks Commission if the sign is located in the Historic Preservation District. [One (1) sign is allowed for each major street adjacent to the subdivision.]
- (6) **Sale/Lease/Rent Signs.** Larger than eight (8) square feet.
- (7) **Contractor Signs.** Any sign used for identifying and naming the contractors engaged in construction on the property where the sign is located, provided the sign is larger than eight (8) square feet.
 - a. **Number.** There shall not be more than one (1) temporary construction sign for each project or development, except that where a project or development abuts two (2) or more streets, one (1) sign may be allowed for each abutting street frontage.
 - b. **Nonresidential Areas.** In all nonresidential areas, temporary construction signs shall not exceed fifty (50) square feet in gross surface area.
 - c. **Location.** Temporary construction signs shall be located only upon the premises upon which construction either is about to occur or is occurring. Such signs shall be setback/offset a minimum of eight (8) feet from any abutting property line, road right-of-way or driveway.

- d. **Height.** Temporary construction signs shall not project higher than seven (7) feet, as measured from preconstruction grade at the base of the sign.
 - e. **Special Conditions.** Temporary construction signs shall be permitted only as accessory to an approved building permit for the purpose of identifying a proposed construction project and the names of contractors, engineers, architects, and financial institutions involved in the project development. Temporary construction signs may be erected and maintained for a period not to exceed (30) days prior to the commencement of construction and shall be removed within thirty (30) days of the termination of construction of the project or development.
 - f. **Phone Numbers.** Phone numbers are permitted, but are not to exceed 6" in height.
- (c) The following signs are allowable with a temporary sign permit issued by the Building Inspector or his authorized agent without prior approval of the Landmarks Commission if the sign is located in the Historic Preservation District. A temporary sign permit fee is required per Section 15-5-3:
- (1) **Over-the-Street Banner.** Unlighted special event non-partisan banners not exceeding one hundred fifty (150) square feet in area. A permit may be issued for twenty (20) days. An extension may be applicable.
 - (2) **Banners and Pennants.** Banners and pennants (devices of paper, fabric, plastic or other flexible materials) for the purpose of advertising items other than community events shall not exceed the lesser of eighteen (18) square feet or twenty percent (20%) of the area of the wall on which they are placed. There shall be no more than two (2) banners displayed at any time, with each banner requiring a thirty (30) day permit. A business may not have any more than three (3) permits each year. Banners and pennants for the purpose of promoting a community event may be displayed up to sixty (60) days.
 - (3) Temporary signs are prohibited on all public right-of-way except:
 - a. Official street signs, signs used during construction to warn motorists and pedestrians of potential hazards or traffic directions.

SEC. 15-5-14 SIGNS REQUIRING A PERMANENT PERMIT.

- (a) **General Requirements.** All signs or devices used to attract attention for advertising or identification purposes, whether defined in this Chapter or not, require a permit. Signs for single tenant/use buildings are regulated according to the applicable zoning district and corresponding restrictions listed in this Section. Signs for multi-tenant/use buildings are regulated by Subsection (c) below.
- (b) **Total Gross Signage.** The total allowable gross signage per building shall be equal to the summation of the street-side building width (feet) and average building setback (feet) times 0.3 sq. feet. This does not apply to the B-3 Business District.
- (c) **Multi-tenant/Use Buildings.**

- (1) **Identification/Advertising Sign.** The property, building or businesses located within a building shall be allowed only one of the following types of signs for common identification or advertising purposes: projecting, pylon, ground/freestanding or wall sign.
 - (2) **Business Identification Signs.** Buildings with common entrances shall be allowed one directory-type sign at each entrance facing a public right-of-way or parking area. The maximum size shall be twenty-four (24) square feet per sign. Buildings with individual entrances facing a public right-of-way or parking area shall be allowed one sign at each entrance. The maximum size of each sign shall be determined by dividing the total gross signage for the building by the number of businesses.
 - (3) **Awning Signs.** Awnings with lettering or imagery are considered signs. The lettering or imagery shall not exceed one-fourth (1/4) of the total surface area of the awning and shall be included as part of the total gross signage.
 - (4) **Temporary Signs.** Temporary and unrestricted signs, are permitted subject to the requirements of the applicable zoning district or type of sign.
- (d) **Zoning District Requirements.**
- (1) Residential Districts (RS-1, 2, 3, 4, 5, 6, 7, 8; Rd-1; and RM-1, 2, 3).
 - a. All general restrictions for signs provided within this Chapter apply to Residential Districts. All permanent signs require permits.
 - b. House Numbers and Nameplates. House numbers and nameplates indicating the occupant name and/or address not exceeding two (2) square feet in area for each residential building (no permit).
 - c. Signs which face residential districts shall not be illuminated after 11:00 p.m. or after the business closing time, whichever comes first.
 - d. No changeable copy, professional or business name signs or plates are allowed in these districts.
 - (2) Neighborhood Business and Professional Business District (B-1 and B-4). All general restrictions for signs provided within this Code apply to these districts. All permanent signs require permits. Multi-tenant/Use Buildings in this district must comply with Section 15-5-15.
 - a. Total square footage of all signs per building to be determined pursuant to Section 15-5-14(b). Multi-tenant/Use Buildings Section 15-5-14(c) shall apply.
 - b. Projecting signs shall not exceed thirty-two (32) square feet per surface. The minimum height above grade shall be eight (8) feet.
 - c. Pylon signs shall not exceed more than thirty-two (32) square feet per surface area and shall be no higher than twenty (20) feet, set back one (1) foot for each foot of height.
 - d. Signs which face a residential district shall not be illuminated after 11:00 p.m. or after the business closing time, whichever comes first.
 - e. Wall signs shall not exceed thirty-two (32) square feet in area.

- f. Permanent window signs shall not exceed twenty-five percent (25%) of the total window area in which the sign(s) is placed.
- g. Ground/freestanding signs less than eight (8) feet high shall not exceed thirty-two (32) square feet.
- h. Changeable copy and electronic message signs are not allowed in this district.
- i. Awnings with imagery or lettering shall be considered as signs. The area of the imagery or lettering shall not exceed one-fourth (1/4) of the total surface area of the awning.
- j. Illumination shall be external.
- k. Directory signs shall be a maximum of ten (10) square feet limited to one (1) per building side facing a public right-of-way with a maximum of two (2) per building.
- l. Signs can be displayed only in windows in which the business operates. Signs are not allowed in apartment, attic or basement windows.
- m. **Appearance.** Signs shall be designed in accordance with Sec. 15-5-7(o) Design and Placement.

(3) Business District (B-3).

- a. The Landmarks Commission expects that signs which are allowable under these guidelines and are visible from both the street and the sidewalk will satisfy the legitimate needs of commerce without visual clutter and without obstructing the view of buildings and signs.
 - 1. **Permanent Signs.** All permanent signs require a permit. Total square footage of all signs to be determined by the Landmarks Commission.
 - 2. **Projecting Signs.** The maximum size of projecting signs shall not exceed twenty-four (24) square feet. The minimum clearance to grade shall be eight (8) feet measured from the lowest part of the sign. A maximum of one (1) projecting sign per building shall be allowed. Projecting signs may extend not more than five (5) feet over the lot line and in no case shall extend to within five (5) feet of the street curb line. Any such sign which is located within ten (10) feet of the front or side lot line shall have its lowest point not less than eight (8) feet above the ground level. They shall be spaced a minimum of twenty-five (25) feet apart except that, in the B-3 District, projecting signs may be placed no closer than fifteen (15) feet apart and in such instance shall be no larger than two (2) square feet.
 - 3. **Illumination.** Illumination shall be external only.
 - 4. **Wall Signs.** Wall signs shall not exceed thirty-two (32) square feet per building facade.
 - 5. **Permanent Window Signs.** Permanent window signs shall not exceed twenty-five percent (25%) of the total area of the window in which the sign(s) is placed.

6. **Ground/Freestanding Signs.** Ground/freestanding signs less than eight (8) feet high, shall not exceed thirty-two (32) square feet per sign face.
 7. **Changeable Copy Signs.** Changeable copy signs are not allowed in this district.
 8. **Sandwich Board.** Sandwich board signs shall be aesthetically compatible with the Historic District. One sandwich board sign is permitted per business on the sidewalk in front, standing no more than four (4) feet high and with each sign surface not exceeding eight (8) square feet. Sandwich signs shall not be placed so as to block building entrances, exits, or public right-of-ways and where the adjacent building location makes it possible, the sign shall be located entirely on private property. Where the right-of-way extends up to the building, the sign shall be placed where it will not interfere with pedestrian traffic.
 9. **Awnings with Lettering.** Awnings with lettering shall be considered as signs. The size of the lettering shall not exceed one-fourth (1/4) of the total surface area of the awning. With this type of awning identifying the business, no other type of sign for business identification shall be allowed.
 10. **Directory Signs.** Maximum ten (10) square feet limited to one (1) per building side facing a public right-of-way with a maximum of two (2) per building.
 11. **Permanent Signs.** All permanent signs require a permit. Total square footage of all signs to be determined by the Landmarks Commission.
 12. **Memo Boards.** One allowed per business; address or main entry; maximum size 18" x 24". Must match design of building and/or any signage. Erasable, blackboards, or glass enclosed cases are acceptable.
- (4) Business Districts (B-2, B-5 and B-6).
- a. **All permanent signs require permits.** Total square footage of all signs shall be determined per Section 15-5-14(b). Multi-tenant/Use Buildings Section 15-5-14(c) shall apply.
 - b. **Projecting signs** shall not exceed thirty-two (32) square feet per surface area and shall be no closer than twenty-five (25) feet from another projecting sign. Such sign shall not project into the public right-of-way and shall have its lowest point not less than eight (8) feet above the ground level.
 - c. **Group Directory Signs** shall be a maximum of ten (10) square feet limited to one per building side facing a public right-of-way with a maximum of two (2) per building.

- d. **External and internal illumination** is permitted provided the restrictions described in Sections 15-5-7(k) and 15-5-9 are adhered to.
 - e. **Ground/freestanding signs** shall not exceed thirty-two (32) square feet in area. One (1) ground/freestanding or pylon sign is allowed per building.
 - f. **Pylon signs** shall not exceed thirty-two (32) square feet per sign face, shall have a twenty (20) foot maximum height, and be set back one (1) foot from the property line for each foot of height.
 - g. **Awnings with lettering** shall be considered as signs. The size of the lettering shall not exceed one-fourth (1/4) of the total surface area of the awning. With this type of awning identifying the business, no other type of sign for business identification shall be allowed.
 - h. **Wall Signs.** Wall signs shall not exceed thirty-two (32) square feet per building facade.
 - i. **Sandwich Board.** One sandwich board sign is permitted, placed on the business premise standing no more than four (4) feet high and with each sign surface not exceeding eight (8) square feet. The dimensions of the sandwich board shall be included on the total calculation form. Sandwich signs shall not be placed so as to block building entrances, exits, or public-right-of-ways and shall be located entirely on private property. These signs can only be displayed during business hours.
 - j. **Memo Boards.** One allowed per business; address or main entry; maximum size 18" x 24". The memo board's area shall be included in the total calculation form if over two (2) square feet. The boards must match design of building and/or any signage. Erasable, blackboards, or glass enclosed cases are acceptable.
 - k. **Appearance.** Signs shall be designed in accordance with Sec. 15-5-7(o) Design and Placement.
- (5) Manufacturing Districts (M-1, M-2 and M-3).
- a. **All permanent signs require a permit.** Total square footage of all signs shall be determined by Section 15-5-14(b). Multi-tenant/Use Buildings Section 15-5-14(c) shall apply.
 - b. **Projecting signs** shall not exceed thirty-two (32) square feet per surface area, be not less than eight (8) feet above the ground level and shall not project into public right-of-way or over the property line.
 - c. **Ground/freestanding signs**, or wall signs shall not exceed thirty-six (36) square feet per surface area.
 - d. **Illumination shall be external only.** (Section 15-5-7)
 - e. **Appearance.** Signs shall be designed in accordance with Sec. 15-5-7(o) Design and Placement.
- (6) Park and Recreation Districts (P-1). The only signs allowed in these zoning districts are government entity, public, directional signs and plaques of not more than twenty-four (24) square feet in area. These signs are restricted in Section 15-5-12 and do not

require a permit, but are required to be reviewed and approved by the Building Inspector, or the Landmarks Commission if the sign is located in the Historic Preservation District.

(7) Institutional and Public Service Districts (I-1).

- a. **All permanent signs require a permit.**
- b. **Projecting signs** shall not exceed twenty-four (24) square feet per surface area.
- c. **Ground/freestanding signs**, or wall signs shall not exceed thirty two (32) square feet per surface area or eight (8) feet in height.
- d. **Illumination shall be external only.** [Section 15-5-7 (k)]
- e. **Historical signs, plaques and monuments** less than eight (8) square feet do not require a permit, but their designs should be reviewed by the Building Inspector, or the Landmarks Commission if the sign is located in sign, plaque or monument is located in the Historic Preservation District.
- f. **The changeable copy signs** for churches and other nonprofit organizations not to exceed twenty (20) square feet and shall be permissible in this district, subject to Section 15-5-11(c).
- g. **Appearance.** Signs shall be designed in accordance with Sec. 15-5-7(o) Design and Placement.

(8) Evergreen Business Park Only.

- a. One (1) wall sign may be allowed on the exterior wall of the principal building. The maximum area of such a wall sign shall be 100 square feet. In a multi-tenant building, each tenant may share a portion of the maximum total of 100 square feet of wall signage. On the corner lot, each exterior wall facing a public street may share a portion of the maximum total of the 100 square feet of wall signage.
- b. One (1) ground-mounted sign may be allowed per premises (not including a pole or pylon sign). The maximum area of such a ground-mounted sign shall be 50 square feet per side or 100 square feet for both sides, and the maximum height shall be eight (8) feet. The color and materials used in structural elements of signage (not including the message area) should be consistent with and related to the building facade materials on the site. The colors used in message areas for all signage on a site should be similar or complementary to create a unified and coordinated appearance.
- c. On-premises directional signage may be allowed giving directions to areas such as employee or visitor parking, and shipping or loading zones. The maximum size of each such directional sign shall be two (2) square feet per side or four (4) square feet for both sides.
- d. Temporary construction signs and banners, real estate signs, and election campaign signs shall be permitted in accord with the provision of the City of Cedarburg Sign Code.

- e. Specifically prohibited signs include billboards, roof signs, pole or pylon signs, and flashing or moving signs or beacons.
- (9) Awnings with Lettering. Awning with lettering shall be considered a sign. Lettering shall be placed on the front flap only and shall be restricted to one business name or building's name, with text to be no taller than four (4) inches. With this type of awning identifying the business or building, one (1) project or ground/freestanding sign not to exceed twenty (20) square feet can be allowed.
- (e) **Subdivision Identification Signs.** A permanent sign used to designate a residential subdivision entrance may be permitted subject to Plan Commission approval and the following criteria:
 - (1) **Type.** Subdivision Identification Signs shall be ground monument signs.
 - (2) **Number.** There shall be not more than two (2) subdivision identification signs for each point of vehicular access to the subdivision.
 - (3) **Area.** Subdivision identification signs shall not exceed thirty two (32) square feet in area per sign face.
 - (4) **Location.** Subdivision identification signs shall be located at least ten (10) feet from any property line, right-of-way or driveway.
 - (5) **Height.** Subdivision identification signs shall not exceed seven (7) feet in height as measured from the grade at the base of the sign
 - (6) **Landscaping.** A landscaped area shall extend a minimum of five (5) feet from the base of the sign in all directions.
 - (7) **Maintenance.** The sign and adjacent landscaping shall be maintained to the standards as originally erected/installed in perpetuity.
 - (8) **Lighting.** Signs shall be externally illuminated with the light source being entirely shielded. (Ord. 2017-31)

SEC. 15-5-15 LEGAL NON-CONFORMING SIGNS.

- (a) **Existing Legal Nonconforming Signs.** A sign lawfully existing prior to the passage of the sign ordinance or ordinance amendment, which fails to comply with current dimensional standards of the ordinance such as location, size, height, etc. The lawful use of a nonconforming sign existing at the adoption or amendment of this Ordinance may continue unless:
 - (1)
 - a. The sign is structurally altered in any way, except for normal maintenance or repair, which tends to or makes the sign less in compliance with the requirements of this Chapter than it was before alteration.
 - b. The sign is damaged to such extent that the cost to repair or reconstruct said sign exceeds fifty percent (50%) of the value of the sign.
 - c. The design, logo or wording of the sign is altered.
 - (2) The sign is relocated.
 - (3) The sign fails to conform to the Chapter regarding maintenance and repair, abandonment or dangerous or defective signs.

- (4) If a building or place of business is occupied by a new tenant or owner of the business.
- (5) Within thirty (30) days of occurrence of any of the above, the sign shall be brought in compliance with this Chapter with a new permit secured therefor or shall be removed at the owner's expense.
- (b) **Legal Non-Conforming Sign Maintenance and Repair.** Nothing in this Chapter shall relieve the owner or user of a legal non-conforming sign or the owner of the property in which the sign is located from the provisions of this Chapter regarding safety, maintenance and repair of signs.

SEC. 15-5-16 PROCEDURES AND PENALTIES FOR ENFORCEMENT OF SIGN CODES.

- (a) In addition to any other penalty imposed by this Chapter and Section 1-1-7 for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating an illegal sign by the City shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, such cost shall be assessed against the real estate as a special charge.
- (b) **Penalty.** Any person who shall violate any of the provisions of this Code shall be subject to a penalty, which is as follows:
 - (1) First Offense -- Penalty. Any person who violates any provision of this Code shall, upon conviction thereof, forfeit not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00), together with the costs of prosecution.
 - (2) Second and Subsequent Offenses -- Penalty. Any person found guilty of violating any ordinance or part of an ordinance of this Code who shall previously have been convicted of a violation of the same ordinance within one year shall, upon conviction thereof, forfeit not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each such offense, together with costs of prosecution.
- (c) **Continued Violations.** Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Code shall preclude the City from maintaining an appropriate action to prevent or remove a violation of any provision of this Code.
- (d) **Other Remedies.** The City shall have any and all other remedies afforded by the Wisconsin Statutes in addition to the forfeitures and costs of prosecution above.
- (e) **Citation Procedure.** All City officers and other City personnel charged with responsibility of enforcing the provisions of this Section are hereby authorized pursuant to Section 66.119(1)(a), Wis. Stats. to issue citations for violations of this Section.

SEC. 15-5-17 DEFINITIONS.

- (a) The following definitions shall be applicable in this Chapter:

- (1) Abandoned Sign. A sign which no longer correctly advertises a bona fide business, lessor, owner, product or activity conducted or product available on the premises where the sign is displayed.
- (2) Advertising Vehicle. Any advertising media attached to or an integral part of a trailer, truck or other vehicle used for sales or promotional purposes.
- (3) Approved Combustible Materials. Wood, combustible plastics or other rigid materials impervious to water.
- (4) Approved Combustible Plastics. Only those combustible plastic materials which, when tested in accordance with the A.S.T.M. Standard Method of Testing for Flammability of Plastics over 0.050 inch in thickness, D635 (Latest Revision), burn no faster than two and one-half (2-1/2) inches per minute in sheets of 0.060 inch thickness.
- (5) Awning Sign. Any lettering or imagery sewn or painted on the fabric portion of an awning. Decorative awnings without lettering or imagery are not considered signs.
- (6) Banner. A non-illuminated, elongated, fabric sign usually used as a temporary display for the special announcement of a coming event. Can be used with or without frame.
- (7) Base Setback Line. The edge of the established ultimate street right-of-way.
- (8) Beacon. A stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which is intended to attract or divert attention.
- (9) Billboard. Outdoor advertising on a board, poster, panel structure or device of any kind used or intended to be used for advertising or display painted thereon, or for the affixment, attachment or support of printed poster, or other advertising matter and constructed, erected and located on any premises not owned or occupied by the person for whose use such billboard is constructed, erected, located or attached, and when used for purposes other than advertising the business conducted on such premises or in such building or structure. Usually larger than three hundred (300) square feet in area.
- (10) Building Facade. That portion of a building, which is parallel or nearly parallel to the abutting roadway.
- (11) Building Inspector. That person charged with the responsibility to see that the signage in the community is installed and maintained in compliance with this Chapter, along with any other duties assigned to him by the City of Cedarburg.
- (12) Bulletin Board. Any sign used for the purpose of identifying a public, charitable or religious institution and information pertaining to its meetings and activities.
- (13) Business Identification Sign. Any sign which promotes the name and type of business only on the premises where it is located. (See Professional Name Plate.)
- (14) Canopy Sign. Any sign attached to or constructed in, on or under a canopy or marquee.
- (15) Changeable Copy/Message Sign. A sign such as a time and temperature sign, message center or reader board, whether electronic, electric or manual, where the copy or message changes.

- (16) Temporary Sign. A permanent or temporary sign that, because of unusual circumstances, would require special conditions attached to the sign for conformance to the Code.
- (17) Directional Sign. Any sign which serves to designate the location or direction of any place or area.
- (18) Double-faced Sign. A sign with copy on two (2) parallel faces that are back to back, facing opposite directions.
- (19) Electric Sign Contractor. A person, partnership or corporation which, in the normal course of business, frequently installs and maintains electric signs.
- (20) Election Campaign Period. In the case of an election for office, the period beginning on the first day on which candidates would circulate nomination papers.
- (21) Election Campaign Signs. Signs which support candidates for public office or issues on an election ballot.
- (22) Externally Illuminated Sign. Any sign in which the source of illumination is not an integral part of the sign.
- (23) Flags or Pennants. Devices generally made of flexible materials, such as cloth, paper or plastic and displayed on strings or wires.
- (24) Flashing Sign. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally mounted intermittent light source.
- (25) Flat Sign. (See Wall Sign.)
- (26) Freestanding/Ground Sign. Ground sign less than eight (8) feet in total size.
- (27) Frontage. The length of the property line of any one (1) premise parallel to and along each public right-of-way it borders.
- (28) Governmental Sign. Any sign used for posting legal notices, identification of streets, traffic regulation, notice of danger or other emergencies or the posting of notice of trespassing.
- (29) Ground Sign. A sign which is placed directly on the ground and is not attached to any building. "A" frame and low-profile signs less than eight (8) feet in height shall be considered ground signs.
- (30) Group Directory Sign. Any sign, whose purpose is limited to the group listing and identification of office or business establishments within a single building or structure.
- (31) Gross Surface Area. The area of the sign within a perimeter which forms the outside shape, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one (1) section or module, all areas will be totaled. Any irregular-shaped sign area shall be computed using the actual sign face surface.
- (32) Height of the Sign. The vertical distance measured from the ground (finished surface) at the base of a sign to the highest point of such sign.

- (33) Illegal Sign. Signs which are considered illegal are those which do not meet the standards of the codes at the time they were erected or do not meet the standards of this Chapter.
- (34) Inflatable Sign. Any advertising structure which is filled with a nonflammable gas or air under pressure.
- (35) Institution. Any building used for nonprofit purposes.
- (36) Internally Illuminated Sign. Any sign in which the source of illumination is an integral part of the sign.
- (37) Legal Non-Conforming Sign. A sign that did meet code regulations when it was originally installed but does not meet current code regulations.
- (38) Lot. A parcel of land, held in one (1) ownership, bounded by lines defined on the Official Map of Cedarburg and abutting a public street.
- (39) Memorial Sign and Plaques. Any sign or table used for the purpose of identifying the names of buildings and the date of erection and which are cut into any masonry surface or inlaid so as to be part of the building or structure, or which are attached to a building or structure and which are constructed of bronze or other noncombustible materials.
- (40) Neon Or Other Gas Tube Illumination. Illumination from a light source consisting of a neon or other gas tube which forms letters, symbols or other shapes.
- (41) Non-Conforming Sign. A sign which does not meet code regulations.
- (42) Off-Premise Sign. A sign which advertises goods, products, facilities or services not located on the premises where the sign is located or directs persons to a different location from where the sign is located.
- (43) On-Premise Sign. Any sign identifying or advertising a business, person, activity, goods, products or services located on a premise where the sign is installed.
- (44) Operational Sign. A sign designating an entrance, exit, service area, restroom or other such signs relating to the functional operation of a building or lot without further elaboration of display.
- (45) Permanent Sign. A sign placed, installed or attached to a building or property that will remain for more than thirty (30) days.
- (46) Portable Sign. A sign which is not permanently mounted to the ground or a structure and which is designed to be moved.
- (47) Professional Name Plate. Any flat sign indicating the occupant name and/or address of a professional office and attached to the building.
- (48) Projecting Sign. A sign, normally double-faced, which is attached to and projects from a structure or building fascia more than six (6) inches. The area of projecting signs is calculated on one (1) face only.
- (49) Pylon Sign. A sign which is supported by one (1) or more free-standing uprights or poles, is not attached to any building, and is more than eight (8) feet high.
- (50) Real Estate Sign. Any sign used for the purpose of advertising the sale, rental or lease of the premises upon which said sign is located.

- (51) Residential Name Plate. Any sign indicating the occupant's name and/or address at a residence.
- (52) Restricted Sign. All signs designated in this Chapter for which a sign permit is required.
- (53) Roof Sign. Any sign erected upon, against or above the roof of any building or structure.
- (54) Sandwich Board Sign. A hinged or unhinged A-frame portable sign which is generally temporary in nature. Such a sign is also considered to be a ground sign.
- (55) Setback. The regulated minimum horizontal distance between the base setback line and any structure on a lot.
- (56) Sign. Any structure or device displaying advertising in the form of lettering, pictures, symbols or other media, including all but the supporting structure.
- (57) Sign Contractor. Any person, partnership or corporation engaged, in whole or in part, in the erection or maintenance of signs, excluding the business which the sign advertises.
- (58) Sign Inspector. That person charged with the responsibility to see that the signage in the community is installed and maintained in compliance with this Chapter, along with any other duties assigned to him by the City of Cedarburg.
- (59) Sign Structure. Any device or material which supports, has supported or is capable of supporting a sign in a stationary position, including decorative covers.
- (60) Subdivision Entrance Sign (or Emblem). Any sign whose purpose is exclusively limited to the identification of a platted subdivision or residential area and which names such subdivision without further elaboration, display or advertisement.
- (61) Swinging Sign. A sign installed on an arm or mast or spar that is not, in addition, permanently fastened to an adjacent wall or upright pole.
- (62) Temporary Sign. A sign for the purpose of promoting or announcing a special event or for special informational purposes permitted for a limited period of time.
- (63) Total Gross Signage. The total square footage of all signage on a property and/or building.
- (64) Unrestricted Sign. All signs designated in this Chapter which do not require a sign permit but are regulated as to location, number and size.
- (65) Wall Sign. Signs attached parallel to the vertical wall of a building.
- (66) Warning Sign. A sign, containing no advertising material, warning the public of the existence of danger.
- (67) Window Sign. A sign attached to, placed upon, or painted on the interior of a window or door of a building which is intended for viewing from the exterior of such building.

CITY OF CEDARBURG

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***Check Detail Register©**

Batch: 020421AP,02-05-21 AP,021221AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
111300 PWSB Checking					
37066	02/05/21	A M CONSTRUCTION, INC.			
G 601-182331		STRUCTURES AND IMP	\$17,925.00	10-9649	CWRC-STRUCTURES & IMPROVEMENTS
		Total	\$17,925.00		
37067	02/05/21	AT&T MOBILITY			
E 100-522110-225		TELEPHONE/COMMUNI	\$123.62	94226	PD-WIRELESS
		Total	\$123.62		
37068	02/05/21	BAKER TILLY US, LLP			
E 350-566710-290		MAINT/CONTRACTED S	\$1,950.00	BT 1748465	TREAS-TIF #4 30% AUDIT & 2020 AUDIT
E 100-515900-210		PROFESSIONAL SERVIC	\$500.00	BT 1748465	TREAS-TIF #4 30% AUDIT & 2020 AUDIT
		Total	\$2,450.00		
37069	02/05/21	BLUELINE K9 TRAINING			
E 100-522120-352		K-9 UNIT EXPENSE	\$295.00	CK REQ	PD-TRAVEL & TRAINING
		Total	\$295.00		
37070	02/05/21	BURKE TRUCK & EQUIPMENT CO.			
E 100-533210-353		MAINTENANCE PARTS	\$442.12	27912	DPW-MAINTENANCE PARTS
		Total	\$442.12		
37071	02/05/21	CARDMEMBER SERVICE			
E 100-522410-350		OPERATING SUPPLIES	\$368.59	0513	EM-OPERATING SUPPLIES
E 100-522410-310		OFFICE SUPPLIES	\$105.49	0513	EM-OFFICE SUPPLIES (CHAIR)
E 100-515600-320		PROF PUBLICATIONS A	\$215.00	6174	TREAS-PUBLICATIONS & DUES
E 100-514100-310		OFFICE SUPPLIES	\$60.85	6174	CLERK-OFFICE SUPPLIES
E 100-522100-340		MAINTENANCE SUPPLIE	\$159.17	6174	PD-MAINTENANCE SUPPLIES
E 100-518100-350		OPERATING SUPPLIES	\$32.79	6174	CH-OPERATING SUPPLIES
R 220-467332		POMS REVENUE	(\$26.30)	6182	POMS REVENUE
E 220-555390-330		TRAVEL & TRAINING	\$65.00	6182	REC-TRAVEL & TRAINING
E 220-555390-347		SUPPLIES AND EXPENS	\$226.72	6182	POMS APPAREL
E 220-555390-394		POMS EXPENSES	\$535.07	6182	POMS MUSIC
E 220-555390-347		SUPPLIES AND EXPENS	\$15.00	6190	REC-SUPPLIES & EXPENSES
E 100-555510-330		TRAVEL & TRAINING	\$51.50	6190	PARKS-TRAVEL & TRAINING
E 601-573830-340		MAINTENANCE SUPPLIE	\$305.96	6208	CWRC-MAINTENANCE SUPPLIES
E 601-573835-360		COLLECTION SYSTEM M	\$1.49	6208	CWRC-COLLECTION SYSTEM
E 601-573840-340		MAINTENANCE SUPPLIE	\$410.14	6208	CWRC-MAINTENANCE SUPPLIES
E 601-573850-323		STATE OF WI FEES	\$210.13	6208	CWRC-STATE OF WI FEES
E 601-573850-330		TRAVEL & TRAINING	\$41.40	6208	CWRC-TRAVEL & TRAINING
E 100-533210-350		OPERATING SUPPLIES	\$1,431.07	6216	DPW-OPERATING
E 100-533210-353		MAINTENANCE PARTS	\$12.99	6216	DPW-MAINTENANCE
E 260-555110-319		PUBLICATIONS AND SU	\$12.29	6216	LIBR-PUBLICATIONS
E 100-514100-310		OFFICE SUPPLIES	\$35.00	6621	ZOOM
E 260-555110-382		LIBRARY TECHNOLOGY	\$12.44	6621	LIBR-TECHNOLOGY
E 100-519200-343		AWARDS, SUPPLIES	\$205.95	6621	RETIREMENT PARTY SUPPLIES/GIFT-WIZA
R 260-435432		LIBRARY GRANTS	\$105.00	6639	LIBR-GRANT
E 260-555110-223		MARKETING	\$32.80	6639	LIBR-MARKETING
E 260-555110-308		PROGRAM SUPPLIES	\$58.94	6639	LIBR-PROGRAM SUPPLIES
E 260-555110-310		OFFICE SUPPLIES	\$202.21	6639	LIBR-OFFICE SUPPLIES

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 260-555110-315		POSTAGE	\$119.99	6639	LIBR-POSTAGE
E 260-555110-320		PROF PUBLICATIONS A	\$267.00	6639	LIBR-PUBLICATIONS AND DUES
E 260-555110-322		DONATION EXPENDITU	\$468.63	6639	LIBR-DONATION EXPENDITURES
E 260-555110-330		TRAVEL & TRAINING	\$450.00	6639	LIBR-TRAVEL & TRAINING
E 260-555110-350		OPERATING SUPPLIES	\$59.85	6639	LIBR-OPERATING
E 260-555110-382		LIBRARY TECHNOLOGY	\$10.98	6639	LIBR-TECHNOLOGY
E 260-555110-312		COMPUTER/COPIER SU	\$137.55	6639	LIBR-COMPUTER
E 100-522110-225		TELEPHONE/COMMUNI	\$183.58	6679	PD-TELEPHONE
E 100-522110-240		REPAIR AND MAINTENA	\$189.50	6679	PD-REPAIR & MAINTENANCE
E 100-522110-330		TRAVEL & TRAINING	(\$286.00)	6679	PD-TRAVEL & TRAINING
E 100-522110-346		UNIFORMS	\$272.18	6679	PD-UNIFORMS
E 100-522120-330		TRAVEL & TRAINING	\$470.96	6679	PD-TRAVEL & TRAINING
E 100-522120-380		EQUIPMENT/CAPITAL O	\$165.93	6679	PD-EQUIPMENT-CAP OUTLAY
E 100-522130-310		OFFICE SUPPLIES	\$56.21	6679	PD-OFFICE SUPPLIES
E 100-522130-330		TRAVEL & TRAINING	\$29.06	6679	PD-TRAVEL & TRAINING
E 100-522110-390		OTHER EXPENSES	\$120.00	6679	PD-GIFT CARDS CROSSING GUARDS
E 100-533210-350		OPERATING SUPPLIES	\$311.23	6761	PARKS-OPERATING
E 100-555510-330		TRAVEL & TRAINING	\$260.00	6761	PARKS-TRAVEL & TRAINING
		Total	\$8,173.34		
37072	02/05/21	JON CENSKY			
E 100-566310-210		PROFESSIONAL SERVIC	\$5,730.00	21-0001	PLAN-JANUARY 2021
		Total	\$5,730.00		
37073	02/05/21	CINTAS CORP			
E 100-533210-350		OPERATING SUPPLIES	\$192.35	5050259049	DPW-OPERATING
		Total	\$192.35		
37074	02/05/21	CONLEY MEDIA, LLC			
E 100-514100-325		LEGAL PUBLICATIONS	\$788.81	265190121	CLERK-LEGAL PUBLICATIONS
E 100-514200-321		ELECTIONS LEGAL NOTI	\$45.04	265190121	ELECTIONS-LEGAL NOTICES
		Total	\$833.85		
37075	02/05/21	DIGITAL EDGE OF GRAFTON			
E 100-522110-313		PRINTING-NEWSLETTE	\$74.00	18162	PD-PRINTING
		Total	\$74.00		
37076	02/05/21	DUBLIN CONTRACTORS			
E 100-522230-240		REPAIR AND MAINTENA	\$1,838.00	15154	FD-REPAIR & MAINTENANCE
		Total	\$1,838.00		
37077	02/05/21	EGELHOFF LAWNMOWER SERVICE			
E 100-555510-240		REPAIR AND MAINTENA	\$98.93	279615	PARKS-REPAIR & MAINTENANCE
E 100-555510-380		EQUIPMENT/CAPITAL O	\$339.99	280257	PARKS-REPAIR & MAINTENANCE
E 100-555510-380		EQUIPMENT/CAPITAL O	\$189.99	280260	PARKS-REPAIR & MAINTENANCE
		Total	\$628.91		
37078	02/05/21	EMR, LLC			
E 100-522120-240		REPAIR AND MAINTENA	\$363.35	12858	PD-REPAIR-SQUAD 10-50
		Total	\$363.35		

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37079	02/05/21	FIVE CORNERS DODGE			
E 100-522120-352		K-9 UNIT EXPENSE	\$969.97	73758	PD-MAINTENANCE-K9 CAR
E 100-522120-240		REPAIR AND MAINTENA	\$71.63	73811	PD-MAINTENANCE-CAR #4
E 100-522120-240		REPAIR AND MAINTENA	\$153.31	73871	PD-MAINTENANCE-CAR #2
		Total	\$1,194.91		
37080	02/05/21	GALL PLUMBING, INC			
E 100-522100-240		REPAIR AND MAINTENA	\$295.00	17427	PD-REPAIR & MAINTENANCE
		Total	\$295.00		
37081	02/05/21	MICHELE GAREY			
R 220-467329		SUMMER SOCCER	\$70.00	CK REQ	REC-REFUND MIGHTY MITES SOCCER
		Total	\$70.00		
37082	02/05/21	GFOA			
E 100-515600-320		PROF PUBLICATIONS A	\$345.00	CK REQ	TREAS-DISTINGUISHED BUDGET AWARD 2021
		Total	\$345.00		
37083	02/05/21	GRAINGER			
E 100-518100-240		REPAIR AND MAINTENA	\$93.52	806361093	COMPLEX-REPAIR & MAINTENANCE
		Total	\$93.52		
37084	02/05/21	HOME DEPOT CREDIT SERVICES			
E 601-573830-340		MAINTENANCE SUPPLIE	\$259.70	3692	CWRC-MAINTENANCE SUPPLIES
E 100-533311-363		SIGNS	\$21.94	3692	DPW-SIGNS
		Total	\$281.64		
37085	02/05/21	JANI-KING OF MILWAUKEE			
E 260-555110-290		MAINT/CONTRACTED S	\$933.24	MIL02210429	LIBR-MAINTENANCE
		Total	\$933.24		
37086	02/05/21	JESSIFFANY CANINE SERVICES LLC			
E 100-522120-352		K-9 UNIT EXPENSE	\$150.00	21-016	PD-K9 EXPENSE
		Total	\$150.00		
37087	02/05/21	JM BRENNAN, INC.			
E 100-518100-240		REPAIR AND MAINTENA	\$366.60	SALES00012	COMPLEX-REPAIR & MAINTENANCE
		Total	\$366.60		
37088	02/05/21	JOSEPH JACOBS			
E 100-522310-210		PROFESSIONAL SERVIC	\$150.00	21-003	BI-ELECTRICAL 1/28/21
		Total	\$150.00		
37089	02/05/21	LAROSA LANDSCAPE COMPANY			
E 260-555110-290		MAINT/CONTRACTED S	\$120.00	0008442-IN	LIBR-MAINTENANCE
		Total	\$120.00		
37090	02/05/21	MID-STATE EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$228.60	H66555	DPW-MAINTENANCE PARTS
		Total	\$228.60		
37091	02/05/21	MILLER-BRADFORD AND RISBERG			

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E 601-573830-340		MAINTENANCE SUPPLIE	\$32.25	P25482	CWRC-MAINTENANCE SUPPLIES
		Total	\$32.25		
37092	02/05/21	MULCAHY SHAW WATER, INC.			
E 601-573830-340		MAINTENANCE SUPPLIE	\$3,794.89	323098	CWRC-MAINTENANCE SUPPLIES
		Total	\$3,794.89		
37093	02/05/21	NAPA AUTO PARTS			
E 100-533210-353		MAINTENANCE PARTS	\$21.50	5269-110685	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$17.49	5269-110813	DPW-MAINTENANCE PARTS
		Total	\$38.99		
37094	02/05/21	NASSCO, INC.			
E 100-518100-350		OPERATING SUPPLIES	\$142.87	S2713042.00	COMPLEX-OPERATING SUPPLIES
		Total	\$142.87		
37095	02/05/21	NEWMAN CHEVROLET			
E 100-533210-353		MAINTENANCE PARTS	\$60.72	170205	DPW-MAINTENANCE PARTS
		Total	\$60.72		
37096	02/05/21	NORTH CENTRAL LABORATORIES			
E 601-573825-370		LAB SUPPLIES	\$565.87	449338	CWRC-LAB SUPPLIES
		Total	\$565.87		
37097	02/05/21	OFFICE DEPOT			
E 100-522110-310		OFFICE SUPPLIES	\$84.95	15248413700	PD-OFFICE SUPPLIES
		Total	\$84.95		
37098	02/05/21	OLSENS PIGGLY WIGGLY			
E 100-533210-350		OPERATING SUPPLIES	\$103.88	39672	DPW-OPERATING
		Total	\$103.88		
37099	02/05/21	QUALITY STATE OIL CO.,INC.			
E 100-533210-351		GAS AND OIL EXPENSE	\$104.64	2893615	DPW-GAS & OIL
		Total	\$104.64		
37100	02/05/21	R A SMITH NATIONAL			
G 353-212000		ACCOUNTS PAYABLE	\$26,196.55	156126	TIF #6 ENGINEERING
		Total	\$26,196.55		
37101	02/05/21	TAPCO			
E 100-533311-363		SIGNS	\$663.00	I688930	DPW-SIGNS
		Total	\$663.00		
37102	02/05/21	TIME WARNER CABLE			
E 100-522110-225		TELEPHONE/COMMUNI	\$434.00	012521	PD-INTERNET
		Total	\$434.00		
37103	02/05/21	TIRES UNLIMITED AUTOMOTIVE			
E 100-522120-240		REPAIR AND MAINTENA	\$584.00	31087	PD-REPAIR & MAINTENANCE- CAR #2
		Total	\$584.00		

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37104	02/05/21	TRANSUNION RISK & ALTERNATIVE			
E 100-522110-225		TELEPHONE/COMMUNI	\$75.00	428298	PD--JANUARY 2021
		Total	\$75.00		
37105	02/05/21	UNIFIRST CORPORATION			
G 100-212000		ACCOUNTS PAYABLE	\$49.51	096 1162177	DPW-OPERATING
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1165377	DPW-OPERATING
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1166436	DPW-OPERATING
E 601-573825-372		SAFETY EQUIPMENT	\$78.35	096 1167524	CWRC-SAFETY
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1167526	DPW-OPERATING
		Total	\$276.39		
37106	02/05/21	USA BLUEBOOK			
E 601-573840-340		MAINTENANCE SUPPLIE	\$56.47	475811	CWRC-MAINTENANCE SUPPLIES
		Total	\$56.47		
37107	02/05/21	WISCONSIN DEPT OF JUSTICE			
E 100-522110-225		TELEPHONE/COMMUNI	\$28.00	L4603T	PD-JANUARY 2021
		Total	\$28.00		
37108	02/05/21	WITTENBERG FLOOR COVERING, INC.			
E 601-573830-342		JANITORIAL SUPPLIES	\$1,304.92	CK REQ	CWRC-REPLACEMENT CARPET CONTROL BLDG OFFICES
		Total	\$1,304.92		
37109	02/05/21	TONY YOUNG			
E 100-522110-240		REPAIR AND MAINTENA	\$650.00	122	PD-REPAIR & MAINTENANCE-COMPUTERS
		Total	\$650.00		
37110	02/12/21	A LYNEIS ELECTRIC LLC			
E 100-522100-240		REPAIR AND MAINTENA	\$121.40	5973	PD-REPAIR & MAINTENANCE
		Total	\$121.40		
37111	02/12/21	AIRGAS USA LLC			
E 100-533210-350		OPERATING SUPPLIES	\$32.86	9976992933	DPW-OPERATING
		Total	\$32.86		
37112	02/12/21	BADGER STATE WASTE, LLC			
E 601-573825-294		SLUDGE HAULING	\$23,490.00	2935	CWRC-SLUDGE HAULING JANUARY 2021
		Total	\$23,490.00		
37113	02/12/21	BAKER & TAYLOR AV PRE PROCESS			
E 260-555110-319		PUBLICATIONS AND SU	\$80.10	2035568977	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$26.53	2035591694	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$23.79	2035614268	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$26.53	2035635655	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$21.03	2035663248	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$170.93	2035680984	LIBR-PUBLICATIONS
		Total	\$348.91		
37114	02/12/21	BAKER & TAYLOR BOOKS			
E 260-555110-322		DONATION EXPENDITU	\$289.10	2035687151	LIBR-DONATIONS

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E 260-555110-322		DONATION EXPENDITU	\$150.44	2035717548	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$109.09	2035717548	LIBR-PUBLICATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$451.92	2035725926	LIBR-PUBLICATIONS
E 260-555110-322		DONATION EXPENDITU	\$472.83	2035736044	LIBR-DONATIONS
E 260-555110-322		DONATION EXPENDITU	\$31.00	2035736045	LIBR-DONATIONS
E 260-555110-319		PUBLICATIONS AND SU	\$18.16	2035736045	LIBR-PUBLICATIONS
		Total	\$1,522.54		
37115	02/12/21	BEAR GRAPHICS, INC.			
E 100-514200-310		OFFICE SUPPLIES	\$566.51	0864313	ELECTIONS-OFFICE SUPPLIES
		Total	\$566.51		
37116	02/12/21	BEYER'S HARDWARE			
E 100-555510-240		REPAIR AND MAINTENA	\$23.83	161902	PARKS-REPAIR & MAINTENANCE
E 100-533311-240		REPAIR AND MAINTENA	\$49.50	162021	DPW-REPAIR & MAINTENANCE
E 100-533311-240		REPAIR AND MAINTENA	\$19.28	162056	DPW-REPAIR & MAINTENANCE
E 100-533210-353		MAINTENANCE PARTS	\$26.74	162086	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$26.74	162086	DPW-MAINTENANCE PARTS
E 100-522410-350		OPERATING SUPPLIES	\$30.45	162328	EM-OPERATING SUPPLIES
E 100-518100-240		REPAIR AND MAINTENA	\$39.47	162339	COMPLEX-REPAIR & MAINTENANCE
E 100-518100-350		OPERATING SUPPLIES	\$47.97	162340	COMPLEX-REPAIR & MAINTENANCE
E 100-533210-350		OPERATING SUPPLIES	\$377.37	162350	DPW-OPERATING SUPPLIES
E 100-522100-340		MAINTENANCE SUPPLIE	\$23.99	162402	PD-MAINTENANCE SUPPLIES
E 100-533210-353		MAINTENANCE PARTS	\$5.49	162426	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$150.39	162439	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$8.99	162520	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$1,217.52	162565	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$8.49	162600	DPW-MAINTENANCE PARTS
E 100-518100-350		OPERATING SUPPLIES	\$100.17	162623	COMPLEX-OPERATING SUPPLIES
E 100-533210-350		OPERATING SUPPLIES	\$17.97	162713	DPW-MAINTENANCE PARTS
		Total	\$2,174.36		
37117	02/12/21	BOEHLKE BOTTLED GAS CORP.			
G 221-161500		FUEL INVENTORY	\$476.19	129242	DPW-FUEL INVENTORY
		Total	\$476.19		
37118	02/12/21	CEDARBURG LIGHT & WATER			
G 100-256200		DUE TO LIGHT AND WA	\$144.13	CK REQ	DELINQUENT UTILITY 2018-JEAN GORSKI
		Total	\$144.13		
37119	02/12/21	CHAMBER OF COMMERCE			
G 210-212500		ACCRUED VOUCHERS P	\$3,804.85	CK REQ	ROOM TAX-4TH QTR 2020
		Total	\$3,804.85		
37120	02/12/21	CHAMBER OF COMMERCE			
G 210-212500		ACCRUED VOUCHERS P	\$11,414.54	CK REQ	ROOM TAX - 4TH QTR 2020
		Total	\$11,414.54		
37121	02/12/21	CONCORD GROUP			
E 353-566710-210		PROFESSIONAL SERVIC	\$7,000.00	2020E951/10	BUSINESS PARK PROFESSIONAL SERVICES

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Total			\$7,000.00		
37122	02/12/21	CORELOGIC, INC.			
G 100-261400		OVERPAYMENT OF TAX	\$4,259.96	CK REQ	OVERPAYMENT OF TAXES
Total			\$4,259.96		
37123	02/12/21	DEMCO			
E 260-555110-310		OFFICE SUPPLIES	\$185.64	6902149	LIBR-OFFICE SUPPLIES
Total			\$185.64		
37124	02/12/21	BOND TRUST SERVICES CORP.			
E 350-566710-610		DEBT SERVICE - PRINCI	\$125,000.00	62155	BOND 2018B PAYMENT PRINCIPAL
E 350-566710-620		DEBT SERVICE - INTER	\$60,010.00	62155	BOND 2018B PAYMENT INTEREST
E 353-566710-610		DEBT SERVICE - PRINCI	\$25,000.00	62156	BOND 2020A PAYMENT PRINCIPAL
E 353-566710-620		DEBT SERVICE - INTER	\$53,820.00	62156	BOND 2018B PAYMENT PRINCIPAL
E 350-566710-210		PROFESSIONAL SERVIC	\$400.00	62364	TID #4 - PAYING AGENT FEE
E 350-566710-210		PROFESSIONAL SERVIC	\$400.00	62365	TID #6 - PAYING AGENT FEE
Total			\$264,630.00		
37125	02/12/21	FIRST ADVANTAGE			
E 100-533210-210		PROFESSIONAL SERVIC	\$39.95	2506472101	CH-DRUG TESTING
G 100-156200		DUE FROM LIGHT & WA	\$79.90	2506472101	LW-DRUG TESTING
E 601-573850-210		PROFESSIONAL SERVIC	\$39.95	2506472101	CWRC-DRUG TESTING
Total			\$159.80		
37126	02/12/21	FRANKLIN DANCE TEAM			
E 220-555390-394		POMS EXPENSES	\$240.00	CK REQ	POMS COMPETITION
Total			\$240.00		
37127	02/12/21	HACH COMPANY			
E 601-573825-370		LAB SUPPLIES	\$748.81	12303089	CWRC-LAB SUPPLIES
E 601-573825-370		LAB SUPPLIES	\$373.14	12303748	CWRC-LAB SUPPLIES
Total			\$1,121.95		
37128	02/12/21	HERMAN'S AUTO SERVICE			
E 100-522120-240		REPAIR AND MAINTENA	\$125.00	1683	PD-REPAIR & MAINTENANCE CAR #8
Total			\$125.00		
37129	02/12/21	HOUSEMAN & FEIND, LLP			
E 100-516100-211		EXTRAORDINARY SERVI	\$3,584.20	73139	CH LEGAL - JANUARY 2021
E 353-566710-212		ATTORNEY/CONSULTAN	\$510.00	73139	BUSINESS PARK LEGAL
E 400-533750-841		PROCHNOW	\$640.00	73139	LEGAL- PROCHNOW
E 352-566710-212		ATTORNEY/CONSULTAN	\$120.00	73139	LEGAL-TID #3
E 100-522110-212		ATTORNEY/CONSULTAN	\$4,437.50	73154	PD LEGAL - JANUARY 2021
Total			\$9,291.70		
37130	02/12/21	KANOPY, INC.			
E 260-555110-319		PUBLICATIONS AND SU	\$481.00	233703	LIBR-PUBLICATIONS
Total			\$481.00		
37131	02/12/21	KENT ADHESIVE PRODUCTS CO.			

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E 260-555110-310		OFFICE SUPPLIES	\$149.81	1418247	LIBR-OFFICE SUPPLIES
		Total	\$149.81		
37132	02/12/21	LAROSA LANDSCAPE COMPANY			
E 260-555110-290		MAINT/CONTRACTED S	\$495.00	0008552-IN	LIBR-MAINTENACE
		Total	\$495.00		
37133	02/12/21	LIESENER SOILS INC.			
E 100-533450-210		PROFESSIONAL SERVIC	\$2,400.00	0190039-IN	DPW-SNOW HAULING
		Total	\$2,400.00		
37134	02/12/21	MACQUEEN EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$374.21	P18046	DPW-MAINTENANCE PARTS
		Total	\$374.21		
37135	02/12/21	MATHESON TRI-GAS			
E 100-533210-350		OPERATING SUPPLIES	\$33.42	51756523	DPW-MAINTENANCE PARTS
		Total	\$33.42		
37136	02/12/21	MID-STATE EQUIPMENT			
E 100-533210-353		MAINTENANCE PARTS	\$1,979.80	H66941	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$490.90	H67012	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$474.12	H67016	DPW-MAINTENANCE PARTS
		Total	\$2,944.82		
37137	02/12/21	NAPA AUTO PARTS			
E 100-533210-353		MAINTENANCE PARTS	\$48.93	5269-110893	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$297.83	5269-110908	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	(\$48.93)	5269-111166	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$283.81	5269-112288	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$40.69	5269-112292	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$56.62	5269-113269	DPW-MAINTENANCE PARTS
E 100-533210-353		MAINTENANCE PARTS	\$15.33	5269-113519	DPW-MAINTENANCE PARTS
		Total	\$694.28		
37138	02/12/21	NEWMAN CHEVROLET			
E 100-533210-353		MAINTENANCE PARTS	\$865.76	170265	DPW-MAINTENANCE PARTS
		Total	\$865.76		
37139	02/12/21	OFFICE DEPOT			
E 100-514200-310		OFFICE SUPPLIES	\$155.96	15259340600	ELECTIONS-OFFICE SUPPLIES
		Total	\$155.96		
37140	02/12/21	ONTECH SYSTEMS, INC			
E 601-573825-312		COMPUTER/COPIER SU	\$1,147.00	54120	CWRC-ASST ENG COMPUTER
E 100-514700-210		PROFESSIONAL SERVIC	\$758.12	54202	TECH-1ST QTR 2021 MAINTENANCE
E 100-514700-210		PROFESSIONAL SERVIC	\$752.00	54536	TECH-WEBROO & DESKTOP/SERVER CARE
		Total	\$2,657.12		
37141	02/12/21	OZAUKEE ACE HARDWARE			
E 100-518100-350		OPERATING SUPPLIES	\$85.95	165625	COMPLEX-OPERATING SUPPLIES

CITY OF CEDARBURG

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Batch: 020421AP,02-05-21 AP,021221AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	\$85.95		
37142	02/12/21	PACE ANALYTICAL SERVICES, LLC			
E 601-573825-370		LAB SUPPLIES	\$21.00	2140096274	CWRC-LAB SUPPLIES
		Total	\$21.00		
37143	02/12/21	PITNEY BOWES GLOBAL FINANCIAL			
E 100-514100-315		POSTAGE	\$113.04	1017353429	POSTAGE METER INK
		Total	\$113.04		
37144	02/12/21	PORT WASHINGTON HIGH SCHOOL			
E 220-555390-394		POMS EXPENSES	\$984.00	CK REQ	REC-POMS COMPETITION
		Total	\$984.00		
37145	02/12/21	QUALITY STATE OIL CO.,INC.			
G 221-161500		FUEL INVENTORY	\$2,167.06	1785629	DPW-FUEL INVENTORY
G 221-161500		FUEL INVENTORY	\$4,332.00	1785630	DPW-FUEL INVENTORY
G 221-161500		FUEL INVENTORY	\$5,615.00	1785849	DPW-FUEL INVENTORY
G 221-161500		FUEL INVENTORY	\$2,404.26	1785852	DPW-FUEL INVENTORY
		Total	\$14,518.32		
37146	02/12/21	REGISTER OF DEEDS			
E 100-514100-311		RECORDING FEES	\$30.00	CK REQ	RECORDING FEE-TAX KEY 03-022-14-002.00 ANNEXATION
		Total	\$30.00		
37147	02/12/21	JOHN & RAE LYNN REVOY			
G 100-261400		OVERPAYMENT OF TAX	\$1,431.82	CK REQ	OVERPAYMENT OF TAXES
		Total	\$1,431.82		
37148	02/12/21	RICOH USA, INC			
E 100-522110-240		REPAIR AND MAINTENA	\$87.98	5061308742	PD-COPIERS
		Total	\$87.98		
37149	02/12/21	RNR WATER, LLC			
E 350-566710-210		PROFESSIONAL SERVIC	\$187.50	11	TID #4 PROFESSIONAL FEES
		Total	\$187.50		
37150	02/12/21	JOSHUA TERRY			
G 100-261400		OVERPAYMENT OF TAX	\$166.83	CK REQ	OVERPAYMENT OF TAXES
		Total	\$166.83		
37151	02/12/21	TIME WARNER CABLE			
E 100-533210-350		OPERATING SUPPLIES	\$8.84	3301	DPW-DIGITAL ADAPTERS
		Total	\$8.84		
37152	02/12/21	TRANS UNION LLC			
E 100-522110-225		TELEPHONE/COMMUNI	\$55.00	01105861	PD-JANUARY 2021
		Total	\$55.00		
37153	02/12/21	TRUCK COUNTRY OF WISC			
E 100-533210-353		MAINTENANCE PARTS	\$1,261.97	R207016827:	DPW-MAINTENANCE PARTS

CITY OF CEDARBURG

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Batch: 020421AP,02-05-21 AP,021221AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,261.97		
37154	02/12/21	UNEMPLOYMENT INSURANCE			
E 700-519400-393		UNEMPLOYMENT COMP	\$337.19	10600577	UNEMPLOYMENT CHARGES-JANUARY 2021
Total			\$337.19		
37155	02/12/21	UW GREEN BAY-GOVT			
E 100-514100-330		TRAVEL & TRAINING	\$489.00	CK REQ	CLERKS-TRAVEL & TRAINING CLERK'S COMPLETION
Total			\$489.00		
37156	02/12/21	VANTAGE FINANCIAL			
E 400-555510-620		DEBT SERVICE - INTER	\$498.34	39034	GRAPPLE TRUCK-INTEREST
E 400-555510-610		DEBT SERVICE - PRINCI	\$3,109.66	39034	GRAPPLE TRUCK-PRINCIPAL
Total			\$3,608.00		
37157	02/12/21	WM CORPORATE SERVICES, INC.			
E 100-533730-290		MAINT/CONTRACTED S	\$18,398.52	6597034-227	CH-RECYCLING-JANUARY 2020
E 100-533710-290		MAINT/CONTRACTED S	\$40,468.40	6597034-227	CH-RECYCLING-JANUARY 2020
Total			\$58,866.92		
37158	02/12/21	ZIPs AW DIRECT			
E 400-533210-880		EQUIP REPLACEMENT	\$289.99	833118	DPW-EQUIPMENT REPLACEMENT #79
E 400-533210-880		EQUIP REPLACEMENT	\$114.00	833120	DPW-EQUIPMENT REPLACEMENT #79
Total			\$403.99		
111300 PWSB Checking			\$503,514.51		

Fund Summary

111300 PWSB Checking

100 GENERAL FUND	\$108,627.60
210 ROOM TAX FUND	\$15,219.39
220 RECREATION PROGRAMS FUND	\$2,109.49
221 FUEL SYSTEM - WASH BAY	\$14,994.51
260 LIBRARY FUND	\$6,173.82
350 TIF DISTRICT FUND #4	\$187,947.50
352 TIF DISTRICT FUND #3	\$120.00
353 TIF DISTRICT #6	\$112,526.55
400 CAPITAL IMPROVEMENTS FUND	\$4,651.99
601 WATER RECYCLING CENTER	\$50,806.47
700 RISK MANAGEMENT FUND	\$337.19
	\$503,514.51

CITY OF CEDARBURG
TRANSFER LIST
2/1/2021-2/12/2021

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
2/1/2021	\$103,128.21	WPS-February health insurance premiums
2/1/2021	\$7,260.49	Delta Dental-February dental insurance premiums
2/1/2021	\$581.77	Superior Vision-February vision insurance premiums
2/1/2021	\$1,091,147.65	Wisconsin DOA/DEHCR to close Revolving Loan Fund
2/4/2021	\$1,455.93	Aflac-January premiums
2/4/2021	\$3,043.11	Minnesota Life-March life insurance premiums
2/5/2021	\$500,000.00	PWSB Money Market
2/10/2021	\$223,000.00	PWSB Payroll
2/11/2021	\$1,720.60	PR#3 ICMA
2/11/2021	\$4,175.23	PR#3 North Shore Bank
2/11/2021	\$6,086.48	PR#3 Health Savings Accounts
2/11/2021	\$467.50	PR#3 Police Union
2/11/2021	\$346.15	PR#3 State of Wisconsin-child support
2/11/2021	\$250.00	PR#3 Wis Deferred Comp
2/12/2021	<u>\$12,481.52</u>	State of Wisconsin-January sales tax
	\$1,955,144.64	
PWSB PAYROLL CHECKING ACCOUNT		
2/12/2021	\$156,082.37	Payroll for 1/24/21-2/6/21
2/12/2021	<u>\$67,268.58</u>	Payroll taxes for 1/24/21-2/6/21
	\$223,350.95	
PWSB TAX COLLECTION		
2/10/2021	\$335,000.00	PWSB Money Market
PWSB MONEY MARKET		
2/10/2021	\$1,859.81	Ozaukee County-online tax payment
2/12/2021	<u>\$600,000.00</u>	PWSB Checking
	\$601,859.81	



City of Cedarburg

City Administrator's Report

February 18, 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 — The sidewalk program is out to bid, with bid opening on February 23. Phase 3 of the Business Park is out to bid, with bid opening on February 25. The 2021 Street & Utility Project will be out to bid this week, with bid opening on March 2. The Assistant Engineer position was offered to a candidate and he accepted. His start date is to be determined.

Parks, Recreation & Forestry— The Department is working on the Summer Activity Guide and plan to have it posted early March. Applications are being accepted for summer season jobs in Parks, Forestry, Recreation, and the Pool. All open positions are available on the City website. The Department began accepting Park sign sponsorships and ten signs have been purchased to-date.

City Forrester Westphal is working on bids for tree planting and stump removal.

Building Inspection—The cold weather has shut down most construction projects, they are expected to resume midweek as weather warms up.

Treasurer— Last week Tuesday the Treasurer's Office had a demonstration on new accounting software, a second demonstration took place on Wednesday, February 17.

January tax settlement is due on Monday, February 22. The letter was sent to the Board of Commissioners of Public Lands to pay off the loan for the monopole. The letter was acknowledged for the payoff on March 15.

We are preparing for the auditors the week of March 1. The audit will be virtual.

Library— 2020 Library Annual Report to be submitted to the state is complete and includes the following information:

- o 9,716 Cedarburg residents are registered for library cards
- o 74,061 people visited the library
- o Library's Wi-Fi was used 18,008 times
- o 32,344 e-books and e-audiobooks were checked out
- o 4,894 people attended the library's online programs
- o 139,966 items were checked out in 2020
- o Once the Pandemic hit, we served on average 5,000-6,500 people a month. Half of our normal amount. We offered curbside pickup during Safer At Home then opened the building after Memorial weekend in May.

Clerk — There was an 8.3% voter turnout for the Spring Primary Election on Tuesday, February 16.

Respectfully submitted,

Mikko Hilvo
City Administrator