

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY SEPTEMBER 12, 2022 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, September 12, 2022 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. The meeting may be accessed by clicking the following link: [Common Council Meeting | City of Cedarburg](#)

AGENDA

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Michael O'Keefe, Council Members Sherry Bublitz, Jack Arnett, Rick Verhaalen, Robert Simpson, Kristen Burkart, Patricia Thome, and Angus Forbes
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. NEW BUSINESS
 - A. Discussion and possible action on 2023 Country in the Burg to be held August 25-26, 2023
 - B. Discussion and possible action to allow the City Administrator to sign the Ozaukee County EMS Subrecipient Agreement for the utilization of ARPA funds for Fire/EMS services*
 - C. Discussion and possible action on award of contract for the Cedarburg Lead Service Replacement Program Phase 2*
 - D. Discussion and possible action on Intergovernmental Agreement between the City of Cedarburg and the Town of Cedarburg regarding the Reconstruction, Maintenance, and Repairs of Sherman Road*
 - E. Discussion and possible action on Immanuel Cemetery Rental House*

- F. Discussion and possible action on Mayoral appointments to Community Development Authority
- G. Discussion and possible action on a Proclamation for Parts Badger – a 2022 Ozaukee County Business of the Year Winner*

8. CONSENT AGENDA

- A. Discussion and possible action on approval of August 29, 2022, Council Meeting Minutes* and August 29, 2022 Joint Common Council/Plan Commission meeting*
- B. Discussion and possible action on approval of new and renewal 2022-2023 operator licenses for the period ending June 30, 2023 for Carolyn A. Noori and Jennifer Richter
- C. Discussion and possible action on payment of bills dated 8/26/2022 through 9/02/2022, transfers for the period 8/27/2022 through 9/09/2022 and payroll for period 8/21/2022 through 9/03/2022*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*
- B. Building Inspection Report*

10. COMMUNICATIONS

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

11. ADJOURN - CLOSED SESSION

It is anticipated the Common Council will adjourn to Closed Session pursuant to State Statute 19.85(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically to be discussed is item 11.B. & C. It is also anticipated the Common Council will remain in Closed Session pursuant to State Statute 19.85 (1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility. More specifically to be discussed is item 11.D.

- A. Approval of Closed Session minutes from July 25, 2022 and August 29, 2022
- B. Discussion on Hwy 60 Business Park Lot 1 purchase offer

C. Discussion on TID #4 Developer Agreement

D. Discuss City Administrator Evaluation and Compensation

12. RECONVENE TO OPEN SESSION

A. Discussion and possible action on Hwy 60 Business Park Lot 1 purchase offer

B. Discussion and possible action on City Administrator Evaluation and Compensation

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.

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

09/08/22 tas

CITY OF CEDARBURG

MEETING DATE: September 12, 2022

ITEM NO: 7.B.

TITLE: Discussion and possible action to allow the City Administrator to sign the Ozaukee County EMS Subrecipient Agreement for the utilization of ARPA funds for Fire/EMS services

ISSUE SUMMARY:

Ozaukee County has allocated ARPA funds to assist Ozaukee County Fire Departments in hiring additional Firefighter/Paramedics throughout the County. Cedarburg has been approved for \$200,000 each year for the next three years beginning in 2023. To receive these funds the City needs to sign an EMS Subrecipient Agreement with Ozaukee County.

STAFF RECOMMENDATION: Staff recommends authorizing the City Administrator to sign the Subrecipient Agreement.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: Positive

ATTACHMENTS: Ozaukee County EMS Subrecipient Agreement

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN OZAUKEE COUNTY AND GRANTEE {NAME}

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the “COUNTY”) and {NAME} (herein called the “SUBRECIPIENT”).

WHEREAS, the United States Government, through the Public Law No: 117-2 (3/11/2021) American Rescue Plan Act of 2021 (hereinafter “ARPA”) providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, under section 602(c)(3) of the ARPA, the COUNTY may transfer funds to other levels or units of government to assist COUNTY in carrying out COUNTY programs for the purpose of meeting ARPA’s goals; and

WHEREAS, the COUNTY on April 6, 2022 with RESOLUTION NO. 21-72 established the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds (hereinafter “Program”); and

WHEREAS, the Program provides that \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide;

WHEREAS, the SUBRECIPIENT is a municipality operating a fire and emergency medical services department within the geographical boundaries of COUNTY; and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in so utilizing ARPA funds to improve emergency medical services by entering into this SUBRECIPIENT Agreement (Agreement).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering the Program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds, including, but not limited to, all such eligible activities, terms and conditions of Ozaukee County Board RESOLUTION NO. 21-72, a copy of which the SUBRECIPIENT acknowledges receiving and reviewing and which is incorporated herein by reference as Attachment A.

B. Staffing

The SUBRECIPIENT shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks required to recruit and retain Fire Paramedic positions funded by the Program.

C. Performance Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards. Performance that is inconsistent with the standards for providing grant funds, as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures under section VI. F. of this Agreement will be initiated.

Additional information on what the COUNTY may monitor is included in Attachment B, Performance Monitoring, which is incorporated herein by reference.

II. TIME OF PERFORMANCE

The Program provides that performance may begin effective April 6, 2022. Accordingly, services of SUBRECIPIENT shall start on April 6, 2022, and end on December 31, 2025, which shall be the performance period. The award Grant shall only be used to pay for eligible expenses incurred during the performance period. The Agreement, associated funding, and the provisions herein shall not be extended to cover any additional time period. A schedule of performance is shown on Attachment C, Performance Schedule, which is incorporated herein by reference.

III. BUDGET

The budget is attached as Attachment D, Budget, which is incorporated herein by reference. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the COUNTY. Any amendments to the budget shall be approved in writing by both the COUNTY and the SUBRECIPIENT.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount shown on the Budget at Attachment D, or future budget amendments. Reimbursement of eligible expenses shall be made against the line item budgets specified in Paragraph III. herein, or otherwise in accordance with the Budget if no such specified line item budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Paragraph II, and as shown on Attachment C, Performance Schedule.

Reimbursement payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR 200.

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the SUBRECIPIENT, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice,

and shall also provide quarterly payroll rosters and any backup documentation to support such expenditures. Reimbursement requests may be submitted by SUBRECIPIENT monthly. Reimbursement requests must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY, as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Upon receipt of the SUBRECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible Program expenditures therein within thirty (30) days of receipt of said reimbursement request. The dissemination of funds shall only occur after the COUNTY reviews the SUBRECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are contingent on the availability of ARPA funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.

The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

V. NOTICES

Except as otherwise provided herein (e.g. for SUBRECIPIENT notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

Jason Dzwinel
Title: County Administrator
Ozaukee County
Address: 121 W. Main Street
Port Washington, WI 53074
262.284.9411
Email: jdzwinel@co.ozaukee.wi.us

SUBRECIPIENT

Name:
Title:
Municipality:
Address:

Email:

VI. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT’s performance or nonperformance of the Scope of Service called for in this Agreement.

C. Indemnification

SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SUBRECIPIENT and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. SUBRECIPIENT shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which SUBRECIPIENT is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement and for any reasonable attorney fees incurred by COUNTY to enforce this provision.

D. Workers’ Compensation

The SUBRECIPIENT shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Ozaukee County Public Safety Committee and the Ozaukee County Board of Supervisors when necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement, without SUBRECIPIENT’s signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the Scope of Service, or

schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

F. Suspension or Termination

In accordance with 2 CFR 200.339, the COUNTY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement including, but not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and US TREASURY guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect and that SUBRECIPIENT fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (b), this Agreement may also be terminated for convenience by either the COUNTY or the SUBRECIPIENT, in whole or in part, by providing a notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the COUNTY may terminate the award Grant in its entirety.

In the event of termination by the SUBRECIPIENT, prior notice shall be required. Specifically, the SUBRECIPIENT may terminate this Agreement as described above in this paragraph F. only upon delivering advance written notice to the COUNTY by Certified Mail, Return Receipt Requested, not less than six (6) months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of SUBRECIPIENT's termination.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred.

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records of equipment acquired;
- c. Financial records as required by 2 CFR 200.302 and other relevant provisions of 2 CFR 200.

2. Retention

The SUBRECIPIENT shall retain all financial records supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to US TREASURY in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Audits and Inspections

All SUBRECIPIENT records relevant to this Agreement shall be made available to all agencies with the authority to conduct audits, including, but not limited to, the COUNTY, US TREASURY, the Comptroller General of the United States and any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data, for as long as the records are retained. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted at its own expense in accordance with current 2 CFR 200 Subpart F – Audit Requirements, if applicable. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement or any amendment, the SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. Close-outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during

any period that the SUBRECIPIENT has control over ARPA funds, including program income.

D. Procurement

1. Compliance

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Travel

The SUBRECIPIENT shall obtain written approval from the COUNTY for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds

1. Compliance

SUBRECIPIENT agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made

available by state and local governments or instrumentalities or agencies thereto.

2. Protection for Whistleblowers:

In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of COUNTY who has the responsibility to investigate, discover, or address misconduct.

3. Increasing Seat Belt Use in the United States:

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

4. Reducing Text Messaging While Driving:

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving

and establish workplace safety policies to decrease accidents caused by distracted drivers.

5. Assurances of Compliance with Civil Rights Requirements:

As a condition of receipt of federal financial assistance under this Agreement, SUBRECIPIENT provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

- (a) SUBRECIPIENT will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (b) SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT’s programs, services, and activities.
- (c) SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (d) SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and its successors, transferees, and assignees for the period in which such assistance is provided. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the

Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

- (e) Any subrecipient, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discrimination against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.
- (f) SUBRECIPIENT shall cooperate with COUNTY in any enforcement or compliance review activities by the Department of Administration or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
- (g) SUBRECIPIENT shall assist COUNTY in maintaining a complaint log and informing the Department of Administration and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT shall also assist COUNTY in informing the Department and the Department of the Treasury if COUNTY or SUBRECIPIENT have received no complaints under Title VI.
- (h) SUBRECIPIENT shall assist COUNTY in providing documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

B. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR §200.112, which includes (but is not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It shall require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- 6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

- 7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIV. WAIVER

The COUNTY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement.

XI. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT: ADVOCATES OF OZAUKEE,
INC.

By: _____
Title: Chief Elected Official or Executive Officer
Date: _____

By: _____
Title: _____
Date: _____

Attest: _____
Title: County Clerk or _____
Date: _____

REVIEWED AS TO FISCAL PROVISIONS:

By: _____
Title: Finance Officer or _____
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Title: Corporation Counsel or _____
Date: _____

ATTACHMENT A

RESOLUTION NO. 21-72

ESTABLISHING THE OZAUKEE COUNTY EMERGENCY MEDICAL SERVICES GRANTS PROGRAM FROM AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the provision of fire and emergency medical services in Ozaukee County is a base level expectation of all citizens and taxpayers; and

WHEREAS, historically nine municipal fire and emergency medical services departments have steadfastly provided protection to the public when fire or medical events impact their lives, relying primarily on a paid-on-call or volunteer staffing model; and

WHEREAS, requests for emergency medical services constitute eighty percent of calls for service from the municipal fire and emergency medical services departments countywide; and

WHEREAS, requests for emergency medical services by senior age populations in Ozaukee County encompass more than other age groups and demographic projections anticipate nearly 34% growth in the senior populations from 2020-2040; and

WHEREAS, increasing demand for emergency medical services and the unsustainability in the paid-on-call or volunteer staffing model result in one Ozaukee County community with a response time under the State of Wisconsin average response time of eight minutes and six seconds and some with times in excess of fourteen minutes; and

WHEREAS, a recent analysis of the provision of fire and emergency medical services in Ozaukee County by the Wisconsin Policy Forum revealed,

1. The primary weakness that must be immediately addressed in Ozaukee County pertains to EMS response, as opposed to fire response.
2. If policymakers wish to consider options to move toward full-time staffing models and achieve service levels approaching those of the North Shore Fire Department, then they would be served best from both a financial and programmatic perspective by doing so collaboratively as opposed to individually.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the designation of \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to Ozaukee County to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide establishing the Ozaukee County EMS Grants Program; and

FURTHER RESOLVED, that the Ozaukee County EMS Grants Program is established with the following grant terms:

1. Municipalities operating a fire and emergency medical services department may apply for a three-year grant of \$200,000 per year to recruit and retain Fire Paramedic positions in their municipality; and
2. Municipalities applying for the Ozaukee County EMS Grants Program that submit applications with an agreement to consolidate services with another municipality are eligible for \$100,000 per year per each consolidating municipality; and
3. If three or more municipalities applying for the Ozaukee County EMS Grants Program consolidate services with three or more municipalities capital awards can be applied for up

to \$100,000 per municipality; and

4. Municipalities must provide a budget narrative demonstrating how the Fire Paramedic positions recruited will improve the response times for the municipal EMS services; and
5. Municipalities must provide information on the current personnel and operating budget expenses and revenues, current budget restraints, current fire and EMS community responding statistics, call volumes; and
6. Municipalities must identify matching funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Grants Program; and
7. Municipalities must provide a sustainability plan including;
 - a. Analysis of all associated fees, assessments, taxes, etc. and the best possible formula for cost recovery; and
 - b. Identify revenue sources for consideration, municipal levy limit impact and alternative revenue sources, and any requested ongoing county property tax levy support; and
 - c. Develop a projected integrated budget for applications consolidating one or more consolidating municipality; and
8. All participating municipal government(s) must approve a sustainability plan before May 1, 2023 to continue funding under the Ozaukee County EMS Grants Program to remain eligible for ongoing funding under the program; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to develop a grant application process for the Ozaukee County EMS Grants Program with a goal of recruiting and retaining up to eighteen Fire Paramedic positions countywide with the oversight of the Ozaukee County Public Safety Committee to review the submitted grant applications and approve requests satisfying grant terms; and

FURTHER RESOLVED, that all grants approved and funding amounts awarded under the Ozaukee County EMS Grants Program will be reported to the Ozaukee County Board of Supervisors when approved by the Ozaukee County Public Safety Committee; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to enter into Memorandums of Understanding with participating local municipalities awarding funds under the Ozaukee County EMS Grants Program with the oversight of the Ozaukee County Public Safety Committee.

FURTHER RESOLVED, that all participating municipal government(s) in the Ozaukee County EMS Grants Program must report, by March 1, 2024, the impact of the funding on:

1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and
2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and
3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and
4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Dated at Port Washington, Wisconsin, this 6th day of April 2022.

SUMMARY: Establishing the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds.

VOTE REQUIRED: Two Thirds Members Elect

EXECUTIVE COMMITTEE

RESULT:	APPROVED [UNANIMOUS]
MOVER:	R. Nelson, Supervisor District 6
SECONDER:	K. Geracie, Supervisor District 15
AYES:	Schlenvogt, Melotik, Geracie, Nelson, Jobs, Grabow

ATTACHMENT B

PERFORMANCE MONITORING

The following is a partial listing of the areas that the COUNTY may monitor to ensure SUBRECIPIENT compliance with the SUBRECIPIENT Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all, of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. §570.506)
 - Overall filing system – Can the required records be quickly and easily found
 - Contractor bonding and insurance
 - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
 - Did SUBRECIPIENT expend \$750,000 or more in Federal funds (from all sources) during the SUBRECIPIENT's last fiscal year?
 - If yes, was an Independent Audit prepared?
 - If yes, the County will need a copy for its records.
 - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
 - Procurement Procedures
 - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

**ATTACHMENT D
PERFORMANCE SCHEDULE**

Submit the following documentation required for the COUNTY:

Due Date	Activity
Prior to Start of Program	• Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the twelve (12) months preceding the execution of Subrecipient Agreement.
Three Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Six Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Nine Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
May 1, 2023	• Submit to County Administrator's Office EMS Sustainability Plan as approved by governing body • Sustainability Plan shall identify the number of EMS personnel budgeted for Municipal EMS Services and any identified county funding that would be required to maintain services at the same level as of January 1, 2026.
Twelve Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Fifteen Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds

Eighteen Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
March 1, 2024	• Submit to County Administrator's Office EMS Reporting as Required by Resolution No. 21-72 including: 1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and 2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and 3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and 4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Twenty-One Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Twenty-Four Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Twenty-Seven Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Three Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Six Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Nine Months After Program Commencement	• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
January 31, 2025	• Program Close Out

ATTACHMENT E

BUDGET

PROJECT BUDGET & MATCHING FUNDS

CONTRACT #:

(enter only after award)

GRANTEE:

DATE:

ACTIVITY	EMS PROGRAM FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS (by Activity)
Expenditures	\$	\$	\$
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel/Training	\$	\$	\$
Supplies	\$	\$	\$
Purchased Services	\$	\$	\$
Interdepartmental Charges	\$	\$	\$
Other Expenses	\$	\$	\$
Capital Expenses	\$	\$	\$
Total:	\$	\$	\$

CITY OF CEDARBURG

MEETING DATE: September 12, 2022

ITEM NO: 7.C.

TITLE: Discussion and possible action on award of contract for the Cedarburg Lead Service Replacement Program Phase 2.

ISSUE SUMMARY: The City was awarded \$600,000 in Safe Drinking Water Loan Program Funds through the DNR. The Phase 1 Lead Service Replacement Program replaced approximately 120 lead services and used approximately \$480,000 of the DNR funds. In order utilize the entirety of the DNR funds, Cedarburg Light and Water along with RA smith advertised and received bids for the Cedarburg Lead Service Replacement Program Phase 2. This contract entails the replacement of 48 lead water services from the right-of-way to the house on Washington Avenue, Franklin Avenue, and on Madison Avenue.

Three bids were received with the low bid being submitted by Korf Plumbing LLC. Cedarburg Light and Water verified that Korf Plumbing has done this work in the past and can successfully complete a project of this size.

Korf's bid of \$261,968.65 was below the engineer's estimate. Cedarburg Light and Water would plan to use the remaining DNR funds along with up to \$150,000 of pre allocated ARPA funds.

STAFF RECOMMENDATION: Staff recommends award of the Cedarburg Lead Service Replacement Program Phase 2 to Korf Plumbing LLC based on their low unit price bid of \$261,968.65.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: None anticipated

ATTACHMENTS: Bid Tabulation

INITIATED/REQUESTED BY: Mike Wieser

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

Cedarburg Lead Service Replacement Program Phase 2 (#8276904)**Owner: City of Cedarburg****raSmith Project Number: 2210848****Bid Opening: 08/30/2022 10:00 AM CDT**

				Korff Plumbing LLC		Mid City Corporation		MJ Construction, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1: Washington Avenue (30 Laterals)									
1	Mobilization	LS	1	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$250.00	\$250.00
2	1" Private Water Service, Open Cut (8)	LF	240	\$1.00	\$240.00	\$8.00	\$1,920.00	\$12.00	\$2,880.00
3	1" Private Water Service, Trenchless (22)	LF	730	\$15.00	\$10,950.00	\$10.00	\$7,300.00	\$10.00	\$7,300.00
4	Curb Stop Valve	EA	15	\$155.00	\$2,325.00	\$135.00	\$2,025.00	\$200.00	\$3,000.00
5	Curb Stop Box	EA	15	\$78.00	\$1,170.00	\$100.00	\$1,500.00	\$80.00	\$1,200.00
6	Reconnect Interior Plumbing	LF	30	\$4,500.00	\$135,000.00	\$5,800.00	\$174,000.00	\$7,050.00	\$211,500.00
7	Additional Interior Plumbing	LF	75	\$8.00	\$600.00	\$10.00	\$750.00	\$15.00	\$1,125.00
8	Finished Basement Restoration	EA	2	\$100.00	\$200.00	\$250.00	\$500.00	\$250.00	\$500.00
9	Bedrock Excavation	LF	40	\$0.10	\$4.00	\$1.00	\$40.00	\$1.00	\$40.00
10	Insulation	LF	150	\$3.00	\$450.00	\$5.00	\$750.00	\$10.00	\$1,500.00
11	Remove and Replace Curb and Gutter	LF	25	\$0.01	\$0.25	\$0.01	\$0.25	\$1.00	\$25.00
12	Remove and Replace Sidewalk	SF	1500	\$1.00	\$1,500.00	\$0.01	\$15.00	\$1.00	\$1,500.00
13	Remove and Replace Asphalt Driveway	SY	150	\$1.00	\$150.00	\$0.01	\$1.50	\$2.00	\$300.00
14	Remove and Replace Concrete Driveway	SY	300	\$1.00	\$300.00	\$0.01	\$3.00	\$2.00	\$600.00
15	Lawn and Landscaping Restoration	SY	300	\$6.00	\$1,800.00	\$0.01	\$3.00	\$3.00	\$900.00
16	Spot Relay Sanitary Lateral, up to 5 feet	EA	4	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00
17	Spot Replay Sanitary Lateral, up to 20 feet	EA	2	\$300.00	\$600.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
18	Traffic Control	LS	1	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$100.00	\$100.00
19	Utility Potholing	EA	4	\$100.00	\$400.00	\$650.00	\$2,600.00	\$1,000.00	\$4,000.00
20	Pre and Post Sanitary Lateral Televising	EA	30	\$100.00	\$3,000.00	\$200.00	\$6,000.00	\$160.00	\$4,800.00
	Section 1 Subtotal:				\$167,689.25		\$234,907.75		\$245,020.00

Section 2: Franklin Avenue (6 Laterals)									
21	Mobilization	LS	1	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00
22	1" Private Water Service, Open Cut (2)	LF	50	\$2.00	\$100.00	\$8.00	\$400.00	\$12.00	\$600.00
23	1" Private Water Service, Trenchless (4)	LF	150	\$9.00	\$1,350.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00
24	Curb Stop Valve	EA	3	\$155.00	\$465.00	\$135.00	\$405.00	\$200.00	\$600.00

				Korff Plumbing LLC		Mid City Corporation		MJ Construction, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
25	Curb Stop Box	EA	3	\$78.00	\$234.00	\$100.00	\$300.00	\$80.00	\$240.00
26	Reconnect Interior Plumbing	LF	6	\$4,500.00	\$27,000.00	\$5,800.00	\$34,800.00	\$7,050.00	\$42,300.00
27	Additional Interior Plumbing	LF	20	\$8.00	\$160.00	\$10.00	\$200.00	\$15.00	\$300.00
28	Finished Basement Restoration	EA	1	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00	\$250.00
29	Bedrock Excavation	LF	10	\$0.01	\$0.10	\$1.00	\$10.00	\$1.00	\$10.00
30	Insulation	LF	20	\$3.00	\$60.00	\$5.00	\$100.00	\$10.00	\$200.00
31	Remove and Replace Curb and Gutter	LF	10	\$0.01	\$0.10	\$0.01	\$0.10	\$1.00	\$10.00
32	Remove and Replace Sidewalk	SF	300	\$1.00	\$300.00	\$0.01	\$3.00	\$1.00	\$300.00
33	Remove and Replace Asphalt Driveway	SY	30	\$1.00	\$30.00	\$0.01	\$0.30	\$2.00	\$60.00
34	Remove and Replace Concrete Driveway	SY	60	\$1.00	\$60.00	\$0.01	\$0.60	\$2.00	\$120.00
35	Lawn and Landscaping Restoration	SY	60	\$8.00	\$480.00	\$0.01	\$0.60	\$3.00	\$180.00
36	Spot Relay Sanitary Lateral, up to 5 feet	EA	2	\$5.00	\$10.00	\$250.00	\$500.00	\$500.00	\$1,000.00
37	Spot Replay Sanitary Lateral, up to 20 feet	EA	2	\$5.00	\$10.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
38	Traffic Control	LS	1	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$100.00	\$100.00
39	Utility Potholing	EA	2	\$100.00	\$200.00	\$650.00	\$1,300.00	\$1,000.00	\$2,000.00
40	Pre and Post Sanitary Lateral Televising	EA	6	\$100.00	\$600.00	\$200.00	\$1,200.00	\$160.00	\$960.00
Section 2 Subtotal:					\$31,709.20		\$45,469.60		\$52,480.00

Section 3: Madison Avenue (12 Laterals)									
41	Mobilization	LS	1	\$250.00	\$250.00	\$6,500.00	\$6,500.00	\$250.00	\$250.00
42	1" Private Water Service, Open Cut (3)	LF	100	\$2.00	\$200.00	\$8.00	\$800.00	\$12.00	\$1,200.00
43	1" Private Water Service, Trenchless (9)	LF	310	\$9.00	\$2,790.00	\$10.00	\$3,100.00	\$10.00	\$3,100.00
44	Curb Stop Valve	EA	6	\$155.00	\$930.00	\$135.00	\$810.00	\$200.00	\$1,200.00
45	Curb Stop Box	EA	6	\$75.00	\$450.00	\$100.00	\$600.00	\$80.00	\$480.00
46	Reconnect Interior Plumbing	LF	12	\$4,500.00	\$54,000.00	\$5,800.00	\$69,600.00	\$7,050.00	\$84,600.00
47	Additional Interior Plumbing	LF	30	\$8.00	\$240.00	\$10.00	\$300.00	\$15.00	\$450.00
48	Finished Basement Restoration	EA	1	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00
49	Bedrock Excavation	LF	10	\$0.01	\$0.10	\$1.00	\$10.00	\$1.00	\$10.00
50	Insulation	LF	30	\$3.00	\$90.00	\$5.00	\$150.00	\$10.00	\$300.00
51	Remove and Replace Curb and Gutter	LF	10	\$0.01	\$0.10	\$0.01	\$0.10	\$1.00	\$10.00
52	Remove and Replace Sidewalk	SF	600	\$1.00	\$600.00	\$0.01	\$6.00	\$1.00	\$600.00
53	Remove and Replace Asphalt Driveway	SY	60	\$1.00	\$60.00	\$0.01	\$0.60	\$2.00	\$120.00
54	Remove and Replace Concrete Driveway	SY	120	\$1.00	\$120.00	\$0.01	\$1.20	\$2.00	\$240.00
55	Lawn and Landscaping Restoration	SY	120	\$8.00	\$960.00	\$0.01	\$1.20	\$3.00	\$360.00

				Korff Plumbing LLC		Mid City Corporation		MJ Construction, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
56	Spot Relay Sanitary Lateral, up to 5 feet	EA	3	\$5.00	\$15.00	\$250.00	\$750.00	\$500.00	\$1,500.00
57	Spot Replay Sanitary Lateral, up to 20 feet	EA	3	\$5.00	\$15.00	\$750.00	\$2,250.00	\$750.00	\$2,250.00
58	Traffic Control	LS	1	\$250.00	\$250.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00
59	Utility Potholing	EA	3	\$100.00	\$300.00	\$650.00	\$1,950.00	\$1,000.00	\$3,000.00
60	Pre and Post Sanitary Lateral Televising	EA	12	\$100.00	\$1,200.00	\$200.00	\$2,400.00	\$160.00	\$1,920.00
	Section 3 Subtotal:				\$62,570.20		\$91,479.10		\$101,940.00
	Base Bid Total:				\$261,968.65		\$371,856.45		\$399,440.00

CITY OF CEDARBURG

MEETING DATE: September 12, 2022

ITEM NO: 7.D.

TITLE: Discussion and possible action on Intergovernmental Agreement between the City of Cedarburg and the Town of Cedarburg regarding the Reconstruction, Maintenance, and Repairs of Sherman Road

ISSUE SUMMARY: To take advantage of favorable pricing the Town moved the resurfacing of Sherman Road from Horns Corners Road to Wauwatosa Road 2022. Sherman Road from just west of Stony Kettle Drive to Wauwatosa Road is a shared portion of roadway. Adding Sherman Road to 2022 will save an estimated 40% in paving costs versus completing the project in 2023 as was planned. City and Town staff completed an Intergovernmental Agreement for the pulverizing and relay of asphalt on Sherman Road which lays out construction cost sharing and maintenance responsibilities of each party. The City will be responsible for the construction costs on Sherman Road along the frontage of City properties which is estimated to be \$80,000. The Town Board approved this Intergovernmental Agreement at their September 7th meeting.

STAFF RECOMMENDATION: Staff recommends approval of the Intergovernmental Agreement.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Approximately \$60,000 will be paid with money budgeted for Asphalt Repairs and the remaining \$20,000 will be paid with money that was encumbered from 2021 and budgeted for Streets Ineligible Repairs.

ATTACHMENTS: Intergovernmental Agreement.

INITIATED/REQUESTED BY: Mike Wieser

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CEDARBURG AND THE CITY OF
CEDARBURG REGARDING RECONSTRUCTION OF SHERMAN ROAD**

This Intergovernmental Agreement ("Agreement") is made by and between the City of Cedarburg, a Wisconsin Municipal Corporation ("City") and the Town of Cedarburg ("Town"), both in the County of Ozaukee, pursuant to Wis. Stats. § 66.0301. The purpose of this Agreement is for the City and Town to efficiently complete the reconstruction of Sherman Road between Horns Corners Road and STH 181 ("Purpose").

RECITALS

WHEREAS, Sherman Road is a highway on a line between the Town of Cedarburg ("Town") and the City of Cedarburg ("City"); and

WHEREAS, the Town has bid and plans to undertake the reconstruction of Sherman Road from Horns Corners Road to STH 181, including along the frontage of the Town properties from Stony Kettle Drive east to STH 181 ("Town Work") commencing on or about October 15, 2022; and

WHEREAS, the City has requested, and the Town has agreed, to add the reconstruction of Sherman Road from Stony Kettle Drive east to STH 181 along the frontage of City properties ("City Work") to the Town's 2022 Asphalt Concrete Paving Contract; and

WHEREAS, the City wishes to have the Town complete the City Work, at City expense, at the same time that the Town Work is constructed; and

WHEREAS, it is mutually beneficial for the City and Town to formalize and agree to the cost sharing relationship between the municipalities, as described in detail herein;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the City and the Town agree as follows:

1. The Recitals, above, are deemed true and accurate and adopted as if set forth in full herein.
2. Financial responsibility for the reconstruction of the specified length of Sherman Road shall be as follows:
 - a. City Work, the actual costs of which are to be paid entirely by the City, including but not necessarily limited to: Sherman Road along the frontage of City properties from Stony Kettle Drive east to STH 181 (Approximately \$80,000 of work on Sherman Road);
 - b. Town Work, the actual costs of which are to be paid entirely by the Town, including: Sherman Road along the frontage of Town properties from Stony Kettle Drive east to STH 181 (Approximately \$80,000 of work on Sherman Road).
3. The reconstruction of Sherman Road shall be completed as a Town project pursuant to the plans and specifications for the Town of Cedarburg's 2022 Asphalt Concrete Paving Project. The Town shall have full authority over the project, including but not limited to, start and end dates, contractor selection, inspector selection, and oversight. The City shall be given reasonable notice of and access to inspections. The Town, its officers, employees, contractors, agents and assigns shall be granted access at all reasonable times to Sherman Road right-of-way for the purpose set forth herein. The City shall reasonably cooperate with the reconstruction, which cooperation shall include, but is not necessarily limited to, assisting in traffic control and/or notices to adjacent or impacted landowners.

4. The Town agrees to complete the reconstruction of Sherman Road, as described herein, by November 1, 2022.
5. All costs for City Work shall be paid entirely by the City within 60 days of the Town sending the City a summary of the actual City Work construction costs (amount over \$65,000 must be payable within one year from date of summary of actual City Work construction costs).
6. Miscellaneous:
 - a. Term of Agreement: This Agreement shall terminate upon the later of: i) the final completion of the Town Work and the City Work and ii) payment in full by the City to the Town for all City Work described herein, except that the hold harmless, indemnification and release herein shall survive termination.
 - b. Insurance: Town shall require from the awarded bid contractor(s) public liability insurance coverage, automobile, and worker's compensation coverage for all work under this Agreement.
 - c. Hold Harmless, Indemnification and Release. City shall indemnify, release and hold harmless Town, it's agents, contractors, officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property, on account of or related to the City Work under this Agreement or because of any act, omission, neglect, intentional act or negligence of City or it's inspectors, agents, officers or employees; or because of any claims or amounts arising or recovered under the Worker's Compensation Act relating to employees of the City; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement. Town shall indemnify, release and hold harmless City, it's agents, contractors, officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property, on account of or related to the Town Work under this Agreement or because of any act, omission, neglect, intentional act or negligence of Town or it's inspectors, agents, officers or employees; or because of any claims or amounts arising or recovered under the Worker's Compensation Act relating to employees of the Town; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement.
 - d. Governing Law: This Agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.
 - e. Entire Agreement: This Agreement contains the entire agreement between the parties regarding this matter. This Agreement may be modified only by an amendment to this Agreement which is authorized by both the City and the Town.
 - f. Notices:

CITY:

City Clerk
City of Cedarburg
P.O. Box 49
Cedarburg, WI 53012

TOWN:

Town Clerk
Town of Cedarburg
1293 Washington Avenue
Cedarburg, Wisconsin 53012

IN WITNESS WHEREOF, the City and Town have caused the execution of this Agreement by their duly authorized officers as of the date written below.

TOWN OF CEDARBURG:

CITY OF CEDARBURG:

Dave Salvaggio, Town Chairperson

Michael O'Keefe, Mayor

ATTEST:

ATTEST:

Jack Johnston, Town Clerk

Tracie Sette, City Clerk

Date: _____

Date: _____

CITY OF CEDARBURG

MEETING DATE: September 12, 2022

ITEM NO: 7.E.

TITLE: Discussion and possible action on Immanuel Cemetery Rental House

ISSUE SUMMARY: The City has rented out the Immanuel Cemetery House to the same family since January 1, 2006 on a month to month basis. The monthly rent amount has remained the same at \$995/month. The City is responsible for maintenance of the house and property. We have discussed the future maintenance of the house at staff level and most recently our building inspector did a walk through of the house to look at any issues that might need to be addressed. Two (2) issues were found: (1) smoke detectors were missing and (2) the roof is leaking. He has purchased and installed new smoke detectors and received a quote for the roof repairs. The estimated cost for roof repairs is \$22,000. No additional repairs are needed at this time. Our previous Building Inspector did inform the family early this year that the City might not continue to rent out the property since the future repair costs outweigh the rental fees received for the property. Through further discussions, the family understands the situation but would continue to rent as long as the City would agree to.

The following are some options for the City:

- 1) Fix the roof and continue to rent the property at \$995/month. Staff would recommend a slight increase to the rent to help offset the cost of the repairs and any other future repairs to the house.

Cost: \$22,000

Revenue: \$11,940 (additional if the rent is increased)

- 2) Do minor patching of problem areas on the roof and continue to rent the property until June 1, 2023. This allows the tenant ample time to find a new place to live.

Cost: Minor repairs to the roof would be covered as part of the regular repair and maintenance costs for the house.

Additional Cost: Demolition of the house would be between \$25,000 - \$30,000. This would need to be done in Fall of 2023 or latest Spring of 2024.

Revenue: 6 months of rent in 2023 at current \$995/month rate: \$5970. This is a decrease of \$5970 from the 2022 budgeted amount.

STAFF RECOMMENDATION: Seeking input from the Common Council.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: Depends on the direction the council chooses.

ATTACHMENTS: Lease Agreement

INITIATED/REQUESTED BY: Mikko Hilvo, Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, Administrator

RESIDENTIAL LEASE

1 This lease was drafted by City of Cedarburg who represents (Landlord) (Tenant)
2 (individual) (firm) (strike one)
3 This Lease of the Premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

5 TENANT: (adults and children)

LANDLORD:

6
7
8

City of Cedarburg
Agent for
service of
process W63 N645 Washington Avenue
Cedarburg, WI 53012
(city, village, town) (state) (zip)

9 PREMISES: Building Address

10 N32 W5464 Hamilton Road

11 Cedarburg WI 53012
(city, village, town) (state) (zip)

12 Apartment/room/unit

Agent for
maintenance,
management Cedarburg Building Inspector
W63 N645 Washington Avenue
Cedarburg, WI 53012
(city, village, town) (state) (zip)

13 Other
14 Included furnishings/appliances: refrigerator, range, oven
15 other (list or attach addendum) none

Agent for
collection
of rents Cedarburg City Treasurer
W63 N645 Washington Avenue
Cedarburg, WI 53012
(city, village, town) (state) (zip)

16 RENT: Rent of \$ 995.00 for Premises and
17 \$ for other (specify)

18 Is due on the 1st day of each month and is payable at
19 City of Cedarburg Treasurer's Office

20 If rent is received or postmarked after 5th of month
21 the Tenant shall pay a late fee of \$ 10.00

22 Charges incurred by Landlord for Tenant's returned checks are
23 payable by Tenant. Landlord shall provide a receipt for cash
24 payments of rent. All tenants, if more than one, are jointly and
25 severally liable for the full amount of any payments due
26 under this Lease unless this sentence is stricken.
27 Acceptance of a delinquent payment does not constitute a
28 waiver of that default or any other default under this Lease.
29 Other Landlord or Tenant obligations:
30
31
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TERM: (Strike either (a) or (b))
(a) Month to month beginning on January 1, 2006; or
(b) For a term of months beginning on
and continuing to

(NOTE: A lease for a fixed term expires without further notice. If
tenancy is to be continued beyond this lease term, parties should
agree and make arrangements for this in advance of the lease expiration.)

UTILITIES: Check if paid by:	Landlord	Tenant
Electricity		X
Gas		X
Heat		X
Air conditioning		X
Sewer/water		X
Hot Water		X
Trash	X	
Other		X

If utilities or services payable by Tenant are not separately
metered, tenant's share of payments are allocated as follows:

41 SECURITY DEPOSIT: Upon execution of this lease, Tenant shall pay a security deposit in the amount of \$ 995.00 to be held by
42 City of Cedarburg. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last
43 known address within 21 days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord
44 will provide an accompanying itemized statement describing any damage with the cost or estimated cost of repair or replacement and
45 accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is
46 responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven days from the beginning of
47 the term of the Lease to notify Landlord of any additional damage or defect existing prior to the Tenant's occupancy or request in writing
48 a list of physical damages or defects, if any, charged to the previous tenant's security deposit and no deduction from the security deposit
49 shall be made for any such damage or defect of which written notification is given within the time stated. Tenant may not use the security
50 deposit as payment of the last month's rent without the written permission of Landlord.

51 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: The tenant is hereby notified that the tenant may do any of the following
52 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify the landlord of any pre-existing damages or defects; (b) request
53 a list of physical damages or defects charged against the previous tenant's security deposit. If such a request is made by tenant landlord will
54 supply tenant a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those
55 damages or defects have been repaired. Said list will be provided to tenant within thirty (30) days from when the request was received from
56 tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount
57 deducted from the previous tenant's security deposit.

58 TIME IS OF THE ESSENCE: as to delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease or before
59 vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this Lease or by law; and
60 (strike any parts not applicable).

61 Time is of the essence means that a deadline must be strictly followed.

62 Special Provisions: Sixty (60) day notice required upon termination of lease to avoid
63 forfeiture of security deposit.

64
65 Pets (are) (are not) permitted. Water beds (are) (are not) permitted (strike as applicable). Macques both with
66 Landlord.

67 Special Provisions relating to pets:

THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF

68 COPY OF LEASE AND RULES: Landlord has previously provided Tenant a copy of the lease and any rules relating to premises at time
69 of application and, if applicable, any nonstandard rental provisions. Landlord shall give Tenant a copy of this lease and any rules relating
70 to the Premises when this Lease is signed by Tenant. Keys, and 2 garage door openers on or before commencement of this Lease.

NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.

GUARANTEE

72 In consideration of Landlord's agreement to lease the Premises,
73 undersigned guarantee(s) payment of all amounts due under this
74 Lease and performance of all covenants of Tenant. This Guarantee
75 is irrevocable and is not affected by modification or extension of this
76 Lease.
77

78 (name) (date)
79 (name) (date)
80 (address)
81 (name) (date)
82 (address)

IN WITNESS WHEREOF, the parties have executed this Lease.

73 Tenant:
74 (name) (date)
75 (name) (date)
76 Landlord/agent:
77 (name) (date)
78 (name) (date)
79 (name) (date)
80 (name) (date)
81 (name) (date)
82 (name) (date)
83 (name) (date)
84 (name) (date)
85 (name) (date)



**Ozaukee Economic Development
Business of the Year Award**
(Information will be kept confidential)
Nomination Form—Deadline May 20, 2022

Business Name PartsBadger, LLC

Business Address W66N205 Commerce Court, Cedarburg WI, 53012

Contact Person Brandon Spenneberg

Phone 262-421-6343 **E-mail** brandon@parts-badger.com

Business Sector Manufacturing **Years in Business** 6

Please use additional sheets to provide a snapshot of the last five years (including your current efforts) and include information on the following:

Business Improvement

- ♦ Employment Growth or Retention Efforts
- ♦ Expansion of Your Business—including new product lines or locations
- ♦ Profit Growth

Community Support

- ♦ Participation in Community Events
- ♦ Support of Local Civic Organizations
- ♦ Support of Charitable Non-Profit Organizations

Additional supporting information is welcome.

Submitted by Brandon Spenneberg Phone 262-421-6343

Please return to Ozaukee Economic Development, P O Box 994, Port Washington, WI 53074
Or e-mail kschilling@co.ozaukee.wi.us on or before May 20, 2022

Business Improvement

- **Employment Growth or Retention Efforts**

Since 2016, PartsBadger has grown from a single full-time employee to a current 45 employees. The growth rate of the company has allowed PartsBadger to expand various departments over-time, including but not limited to: Sales, Marketing, Administration, Engineering, and Production.

PartsBadger has implemented a professional development plan for employees. This plan allows them to express career advancement desires and goals. PartsBadger evaluates those goals and begins the training and development of the skills necessary for the employee to reach that goal while remaining with PartsBadger. We have also developed Individual Assessments that are completed by management every quarter to ensure every employee is continuing to learn and grow within their current role.

- **Expansion of your Business**

In November 2018, PartsBadger moved from a 2,500 sq ft office space facility in Mequon to their current 15,000 sq ft facility in Cedarburg. The current facility is a blend of all operations, including domestic CNC Machining capacity. This move gave PartsBadger the ability to expand operations and manufacturing in Wisconsin. Since 2018, PartsBadger has added multiple CNC machines to increase output and has additional expansion plans to add another 5,000 sq ft of production space to the same Cedarburg facility.

- **Profit Growth**

At the end of their first year in 2016, PartsBadger had a revenue of \$101,159 USD. At the end of 2021, PartsBadger bolstered a revenue of nearly \$10,300,000.

Community Support

- **Support of Local Civic Organizations**

PartsBadger has worked with the Wisconsin Economic Development Corporation (WEDC) to grow their staff and facility through economic development grants. They have also worked with the Department of Workforce Development (DWD) in hiring employees that have minimal on the job experience to complete a training program to give them the experience they need to be successful in their careers. DWD has also given PartsBadger the opportunity to train current employees within the company to provide them with management level training and upward mobility, therefore creating new job openings for the community.

Roy Dietsch, CEO of PartsBadger, was also recognized as a Patriotic Employer, Employer Support of the Guard and Reserve (ESGR), by the Office of the Secretary of Defense. PartsBadger is proud to support employees that participate in the National Guard and Reserve Force and those that have served in all ways.

Ozaukee County Economic Development **Businesses of the Year**

Great businesses, we all know the ones that we love. The store that always has what we are looking for, the restaurant where you always feel like you are one of the family, the office that always gets your work done quickly and accurately. Each year, OED recognizes three Businesses of the Year. Our criteria may be a bit different than yours, but what we are looking for, is a company that is profitable, expanding in size or employees and is committed to giving back to the community. This year, we are pleased to announce our 2022 Business of the Year recipients.

The Small Business of the Year is Vertz Marketing in Mequon. Vertz Marketing is a full service marketing and advertising agency focused on working with small and medium sized businesses. It started business in 2012 and has continued to grow ever since. The company added two new employees last year and three new employees this year. Vertz Marketing has continued to see significant growth in its profits, all while working hard to be a strong community business. Tim Vertz, owner of business, has served on numerous boards and committees, including the Mequon Thiensville Community Foundation, Bay Lakes Council – Boy Scouts of American and the Mequon Thiensville Chamber of Commerce. Tim has also worked with Concordia University developing a program where Concordia students work directly with local businesses providing marketing assistance.

The Mid-Size Business of the Year is Parts Badger in Cedarburg. Parts Badger is an on-line CNC Machine shop revolutionizing the way parts are bid out, providing easy, fast and affordable parts. The company, which began 2016 in a small facility in Mequon has continued to see significant growth. The company now has over 45 employees and has grown from a 2,500 square foot office space to 15,000 square feet of office, manufacturing and warehouse space. The company works hard to be an employer of choice, providing employee lunches, a flexible work schedule and fun work environment. Parts Badger has participated in various community events throughout the last several years, was recognized as a patriotic employer by Employer Support Guard and Reserve and is a member of the Cedarburg Chamber of Commerce.

The Large Business of the Year is Hayes Performance Systems in Mequon. Hayes Performance is a global manufacturer of brakes, suspension systems, wheels and components. Their markets include mountain bikes, power sports, agriculture, construction, government and specialty categories. The business is head-quartered in Mequon and its midwestern roots are key to their core values. The company employs over 500 globally and over 200 in Mequon, having added 44 new jobs due to the addition of 27 new product lines. Employees from Hayes currently sit on the board and raise funds for two local charitable organizations – the MDS Black and Blue Ball and Leukemia and Lymphoma Society Scenic Shore.

OED is thrilled to have these businesses in the County and will be recognizing them on Thursday, September 29th at our Business of the Year/Economic Forecast Breakfast. The event, catered by Ferrantes, will be held at the Ozaukee Pavilion at the County Fairgrounds in Cedarburg. Tickets are \$30 per seat or \$225 for a table of eight. To reserve a seat or a table, contact myself at kschilling@co.ozaukee.wi.us or you can do it directly through our website at <https://ozaukeebusiness.org/2022-business-of-the-year-awards/>

PROCLAMATION

WHEREAS, PartsBadger, LLC, having been founded in 2016, has grown from a single full-time employee to a current forty-five employees. The growth rate of the Company has allowed PartsBadger to expand the sales, marketing, administration, engineering, and production departments over-time; and

WHEREAS, PartsBadger has seen significant business and job growth over the past seven years and are strong community partners; and

WHEREAS, by working with the Wisconsin Economic Development Corporation (WEDC) to grow their staff and facility through economic development grants and working with the Department of Workforce Development (DWD) to hire employees that have minimal on the job experience to complete a training program, they have given them the experience they need to be successful in their careers; and

WHEREAS, this commitment to growth and training has created new job openings for the community by training current employees within the company through management level training and upward mobility; and

WHEREAS, PartsBadger works hard to be an employer of choice, providing employee lunches, a flexible work schedule and fun work environment; and

WHEREAS, PartsBadger is a member of the Cedarburg Chamber of Commerce and has been recognized as a Patriotic Employer, Employer Support of the Guard and Reserve (ESGR), by the office of the Secretary of Defense for supporting employees that participate in the National Guard and Reserve Force and those that have served in all ways, and

WHEREAS, the City of Cedarburg hereby recognizes their important presence in our community for providing great products provided by knowledgeable experienced employees and;

NOW, THEREFORE BE IT RESOLVED, I, Michael O’Keefe, Mayor of the City of Cedarburg, deem it an honor and privilege to congratulate PartsBadger, LLC for being awarded the 2022 Mid-Size Business of the Year by Ozaukee Economic Development.

Dated this 12th day of September 2022.

Michael O’Keefe, Mayor

Attest:

Tracie Sette, City Clerk

**CITY OF CEDARBURG
COMMON COUNCIL
AUGUST 29, 2022**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, August 29, 2022, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

Mayor Michael O’Keefe called the meeting to order at 7:00 p.m. A moment of silence was observed, and the Pledge of Allegiance was recited.

Roll Call: Present - Council Members Jack Arnett, Kristin Burkart, Patricia Thome, Angus Forbes, Sherry Bublitz, Robert Simpson, Rick Verhaalen, (7:47 p.m.)

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Engineering & Public Works Director Michael Wieser, Water Recycling Center Superintendent Dennis Grulkowski, City Planner Jon Censky, news media and interested citizens.

STATEMENT OF PUBLIC NOTICE

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

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

NEW BUSINESS

DIVERSITY, EQUITY AND INCLUSION COMMITTEE UPDATE

Reverend John Norquist addressed the Council by providing an update on the Diversity, Equity and Inclusion Committee. The accomplishments of the group thus far include the creation of a Mission and Vision Statement, a Martin Luther King day proclamation for the City, the completion of a City-wide survey, and hosting Peace in the Park events. Looking towards the future, the Committee plans to host four (4) ‘City Conversations’ (rather than Fireside chats), to share local stories, learn about one another, and build relationships and trust. Each gathering will feature a three (3) person panel and will focus on the following themes: Indigenous People’s Day (Oct 10th), Martin Luther King Day (January 16th), Women’s History Month (March 20th), and Asian American Pacific Islander Identity (May 15th).

Reverend Norquist encouraged the Council to attend the events and invite constituents to attend.

DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF PREDETERMINED PARADE ROUTES FOR VARIOUS EVENTS

The City of Cedarburg hosts an average of 20 walk/run events each year. Most of the routes are created by the permit holder and often overlap into the Town of Cedarburg, or other jurisdictions, which do not fall under the control of the Cedarburg Police Department. This creates a conflict and possible liability issues for the City which issues the permits.

Another issue for the City is the number of events that typically fall on the same day/weekend. This results in a drain on the limited City resources. City Staff is proposing three (3) set walk/run routes to choose from, beginning in 2023, within the city limits, for anyone wishing to hold such an event. The Department would have the ability to preplan the events with expected manpower and equipment needs.

A motion was made by Council Member Bublitz, seconded by Council Member Thome, to create predetermined parade routes for various events. Motion carried without a negative vote with Council Member Verhaalen excused.

DISCUSSION AND POSSIBLE ACTION ON NEW FEES TO BE CHARGED FOR VARIOUS EVENTS TO REPLENISH ADDITIONAL COSTS INCURRED BY THE POLICE DEPARTMENT AND PUBLIC WORKS DEPARTMENT

The city hosts an average of 20 walk/run events per year along with four Festivals (Strawberry, Wine and Harvest, Oktoberfest, Winterfest), County Fair, Summer Sounds, various parades, and Country in the Burg. The Cedarburg Police Department has been providing security for most of these events for a very long time and now face a need to add additional staff based on current events that impacted the overtime budget. Festivals, Country in the Burg, and the School District cover the entire cost of the Department's overtime for those events, while the County Fair covers only half of the costs of the officers working overtime for that event. The remaining events do not make any contributions towards security costs. The Department does not charge any events for officers working straight time during those events. Auxiliary officers are utilized whenever possible, but there are additional costs and challenges including additional fuel charges, the use of equipment, and the draw on manpower.

The Council discussed the possibility of utilizing ARPA funds for 2023. This would allow time to research other ideas for covering the Department's overtime costs. City Administrator Hilvo plans to hold meetings with Summer Sounds, the Police Chief, the Fire Chief, the Public Works Superintendent, and Council Member Bublitz to come up with a plan for moving forward. Also included in this plan will be examining the books of non-profits organizations.

A motion was made by Council Member Arnett, seconded by Council Member Bublitz, to instruct the City Administrator to reach out to the Ozaukee County Fair Administrator and inform them the City is looking into charging for Cedarburg Police Department overtime and will be on an upcoming budget agenda. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON IMPLEMENTING NEW FEES FOR FIRE AND EMERGENCY MEDICAL SERVICES PROVIDED TO VARIOUS ORGANIZATIONS

Staffing for special events has become a challenge for the Cedarburg Fire Department. It is becoming increasingly difficult to recruit volunteers for these events. The Cedarburg Fire Department is currently one of the only departments in Ozaukee County that operates completely on a volunteer basis. Staffing

for the special events goes above and beyond the normal call volume.

The Department recommends a new fee schedule which was included with the Council Packet, to help compensate and retain the volunteer members.

A motion was made by Council Member Verhaalen, seconded by Council Member Burkart, to approve the 2023 Special Events Fee Schedule with rates included in the packet, with the caveat that Special Event Coordinators are notified well in advance of the new fees. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENT OF ERIC ARVOLD TO COMMUNITY DEVELOPMENT AUTHORITY

Mayor O’Keefe will meet with Eric Arvold this upcoming week. No action was taken by the Council.

DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF CEDARBURG ADAPTIVE MANAGEMENT PLAN/AGRICULTURAL SUPPORT PROGRAM

The City of Cedarburg has chosen to pursue Adaptive Management for the Wisconsin Pollutant Discharge Elimination System (WPDES) permit compliance as part of the Phosphorus Reduction Incentive Program. Symbiont, an engineering firm, along with City staff, have been in contact with the Cedar Creek Farmers Group offering an incentive to pursue best management practices. This plan outlines the practices and incentive fees to be paid.

A motion was made by Council Member Bublitz, seconded by Council Member Forbes, to approve the Cedarburg Adaptive Management Plan/Agricultural Support Program. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON FAÇADE IMPROVEMENT PROGRAM REVISION

The Façade Grant committee met on August 18, 2022 to discuss recent applications. During the discussion it was determined that the City should look at revising the program to be able to better assist local businesses. The committee requested allowance of a 50/50 matching grant of \$5000 for every \$25,000 invested by the business for their façade improvement. The maximum allowable grant per business would be \$10,000. It was also recommended that staff look at providing a percentage of the additional \$5000 grant for funds invested over \$25,000 but under \$50,000. Staff determined that the best approach would be to provide an additional \$1,000 for every \$5,000 invested over the initial \$25,000. Staff also amended the application deadline from once a year to twice a year with applications being accepted before March 1st and September 1st of each year.

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to approve the Façade Improvement Program Revision. Motion carried without a negative vote.

CONSENT AGENDA:

- **APPROVAL OF AUGUST 8, 2022 COMMON COUNCIL MEETING MINUTES**

- **CONSIDER APPROVAL OF 2022-2023 ALCOHOL AND OPERATOR LICENSES FOR PERIOD ENDING JUNE 30, 2023:**
 - Justin T. Bant, Matthew C. Enwald, Jennifer Thoma, Jennifer J. Conniff
 - Eric J. Land, Christine A. Verespej, Bryan J. Dorsey, Mary K. Olson
 - Elizabeth M. Bursten, Susan E. Hoppe, Courtney J. Youngwirth,
 - Sarah A. Enwald, Jacob J. Miller
- **APPROVAL OF 2022 BIG BROTHERS BIG SISTERS WINE & WHISKEY WALK EVENT FOR NOVEMBER 12, 2022 FROM 11:00 A.M. – 5:00 P.M.**
- **DISCUSSION AND POSSIBLE ACTION ON PAYMENT OF BILLS DATED 8/05/2022 THROUGH 8/19/2022, TRANSFERS FOR THE PERIOD 8/01/2022 THROUGH 8/26/2022 AND PAYROLL FOR PERIOD 7/24/2022 THROUGH 8/20/2022**

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to approve the consent agenda. Motion carried without a negative vote.

ADMINISTRATOR’S REPORT- none

CITY CLERK’S REPORT ON AUGUST PARTISAN PRIMARY ELECTION

Clerk Sette provided an update to the Council regarding the first use of Badger Books for the August 9, 2022 Partisan Primary election. She also provided a list of municipalities that began using the electronic books in August.

COMMENTS AND SUGGESTIONS FROM CITIZENS

Connie Kincaide, N75 W7255 Linden Street, Cedarburg, addressed the Council on behalf of the Diversity, Equity, and Inclusion Committee (DEI). She expressed gratitude for all activities in the City that promote Diversity, Equity, and Inclusion. There is an opening on the DEI Committee, and she requested help from the Council members regarding recruitment for the open spaces on the Committee.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Burkart mentioned to the Council that invitations have been mailed to Council Members for an event happening at the Legion Post on September 11, 2022.

MAYOR’S REPORT

Mayor O’Keefe reported Country in the Burg 2022 was a successful event for the City.

ADJOURNMENT TO CLOSED SESSION

A motion was made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn to Closed Session at 8:50 p.m. pursuant to State Statute 19.85(e) to deliberate or negotiate the purchase of

public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Specifically discussed was the possibility of a water and sewer extension to the Town of Cedarburg Five (5) Corners District and an offer to purchase Lot 1 in the Hwy 60 Business Park. The Common Council remained in Closed Session pursuant to State Statute 19.85 (1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility. Specifically discussed was The City Administrator Evaluation and Compensation. Motion carried on a roll call vote with Council Members Arnett, Burkart, Verhaalen, Bublitz, Thome, Simpson and Forbes voting aye.

RECONVENE TO OPEN SESSION

Open session resumed at 9:44 p.m.

NEW BUSINESS – CONTINUED

DISCUSSION AND POSSIBLE ACTION ON HWY 60 BUSINESS PARK LOT 1 PURCHASE OFFER

Council Member Arnett requested this agenda item come before the Community Development Authority for a recommendation to the Council.

DISCUSSION AND POSSIBLE ACTION ON CITY ADMINISTRATOR EVALUATION AND COMPENSATION

A motion was made by Council Member Burkart, seconded by Council Member Verhaalen, to postpone the City Administrator Evaluation until the next Council Meeting. Motion carried without a negative vote.

ADJOURNMENT

A motion was made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 9:45 p.m. Motion carried without a negative vote.

Tracie Sette
City Clerk

**CITY OF CEDARBURG
JOINT MEETING OF COMMON COUNCIL
AND PLAN COMMISSION
AUGUST 29, 2022**

A joint meeting of the Common Council and Plan Commission of the City of Cedarburg, Wisconsin, was held on Monday, August 29, 2022, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

Mayor Michael O’Keefe called the meeting to order at 6:30 p.m. A moment of silence was observed, and the Pledge of Allegiance was recited.

Roll Call: Present - Council Members Jack Arnett, Kristin Burkart, Patricia Thome, Angus Forbes, Sherry Bublitz and Robert Simpson

Excused - Council Member Rick Verhaalen

Plan Commission Members Adam Voltz, Tom Wiza, Sig Strautmanis, Patricia Thome, Kip Kinzel and Mayor O’Keefe

Excused - Plan Commission Member Heather Cain

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Engineering & Public Works Director Michael Wieser, Water Recycling Center Superintendent Dennis Grulkowski, City Planner Jon Censky, news media and interested citizens.

STATEMENT OF PUBLIC NOTICE

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

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

NEW BUSINESS

DISCUSSION AND POSSIBLE ACTION ON DEVELOPERS’ AGREEMENT AND CONDO DOCUMENTS FOR P2 DEVELOPMENT

P2 Development Company continues to move forward with the Fox Run Development, consisting of 160 rental apartment units, 44 two- and three-bedroom rental townhomes and 26 “pocket homes” for a total of 230 units in the entire development. The Development Agreement addresses the following items:

- Identifies completion dates for the development.

- Identifies that the City will construct all public improvements on Hanover Avenue including sanitary sewer, water, storm sewer, curb & gutter, sidewalks, street improvements, street lamps, signs, street trees and landscaping.
- Identifies that the Developer will construct all improvements outside the Hanover Avenue Right-Of-Way (ROW) including sanitary sewer, water, storm sewer, curb & gutter, sidewalks, street improvements, streetlamps, signs, street trees and landscaping.
- Identifies that the Developer will be responsible for the installation of underground gas mains, electric and communication cables within the property. The City will reimburse the Developer for the cost of these private utilities within the Hanover ROW.
- Identifies the work that must be completed to obtain building and occupancy permits.

Attorney Herbrand suggested the following revisions to the following documents:

Stormwater Maintenance Agreement

Ryan Schultz's name is still included in the notary attestation text in the notary's signature block.

Development Agreement

In Section XII Miscellaneous, subsection E, revisions shown in red:

*This Agreement is intended solely for the benefit of Parties and no third party (other than successors and assigns) shall have any rights or interest in any provisions of this Agreement, or as a result of any action or inaction of the City. Without limiting the foregoing, no approvals, **licenses, or permits** given pursuant to this Agreement by the Parties or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute **or suit** relating to **the design**, construction, **and/or maintenance** of the Development.*

In Section III(B)(4), revision to clarify that City is responsible for private utilities in Hanover Avenue right-of-way:

*Private Utilities. Developer shall file preliminary plans and Developer shall be responsible for and install underground gas mains, electric and communication cables within the Property, **but not including the Hanover Avenue right-of-way**. All private utilities to be completed prior to binder course of pavement roadwork.*

A motion was made by Plan Commissioner Thome, seconded by Plan Commissioner Kinzel to approve the P2 Development Company Agreement and condo documents subject to the revisions outlined by Attorney Herbrand at this meeting. Motion carried without a negative vote with Plan Commissioner Cain excused.

A motion was made by Council Member Thome, seconded by Council Member Bublitz to approve the P2 Development Company Agreement and condo documents subject to the revisions outlined by Attorney Herbrand at this meeting. Motion carried without a negative vote with Council Member Verhaalen excused.

ADJOURNMENT

A motion was made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 6:43 p.m. Motion carried without a negative vote with Council Member Verhaalen excused.

A motion was made by Plan Commissioner Kinzel, seconded by Plan Commissioner Wiza to adjourn the meeting at 6:43 p.m. Motion carried without a negative vote with Plan Commissioner Cain excused.

Tracie Sette
City Clerk

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/26/2022	PWBDD	41572	ACEK9	K-9 UNIT EXPENSE	500352	522120	168.00
08/26/2022	PWBDD	41577	BASSETT MECHANICAL	OPERATING SUPPLIES	500350	533210	3,204.00
08/26/2022	PWBDD	41578	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	14.38
				MAINTENANCE PARTS	500353	533210	25.62
				CHECK PWBDD 41578 TOTAL FOR FUND 100:			40.00
08/26/2022	PWBDD	41579	BLAKE KARNITZ	AWARDS, SUPPLIES	500343	519200	25.00
08/26/2022	PWBDD	41580	CEDARBURG SOCIALS	PROFESSIONAL SERVICES	500210	514700	40.00
08/26/2022	PWBDD	41582*#	COSTCO MEMBERSHIP	OPERATING SUPPLIES	500350	533210	63.00
08/26/2022	PWBDD	41586	E-Z WINDOW CLEANING	REPAIR AND MAINTENANCE	500240	518100	1,845.00
08/26/2022	PWBDD	41587	EMERGENCY MEDICAL PRODUCTS	EQUIPMENT/CAPITAL OUTLAY	500380	522120	297.65
				OTHER EXPENSES	500390	522120	18.87
				CHECK PWBDD 41587 TOTAL FOR FUND 100:			316.52
08/26/2022	PWBDD	41589	HAHM DEVELOPMENTS LLC	DEVELOPERS AGREEMENT HIDDEN GROVE	239251	000000	2,500.00
08/26/2022	PWBDD	41591*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	2,260.00
				ATTORNEY/CONSULTANT	500212	522110	400.00
				ATTORNEY/CONSULTANT	500212	522110	272.00
				CHECK PWBDD 41591 TOTAL FOR FUND 100:			2,932.00
08/26/2022	PWBDD	41592	LAKESIDE INTERNATIONAL LLC	MAINTENANCE PARTS	500353	533210	46.22
08/26/2022	PWBDD	41597	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	18.71
				MAINTENANCE PARTS	500353	533210	130.84
				CHECK PWBDD 41597 TOTAL FOR FUND 100:			149.55
08/26/2022	PWBDD	41600	OFFICE COPYING EQUIPMENT LTD	EQUIPMENT OUTLAY	500385	514700	9.23
				EQUIPMENT OUTLAY	500385	514700	9.23
				EQUIPMENT OUTLAY	500385	514700	9.47

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Fund: 100 GENERAL FUND							
				CHECK PWBDD 41600 TOTAL FOR FUND 100:			27.93
08/26/2022	PWBDD	41602	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	430.00
				EQUIPMENT/CAPITAL OUTLAY	500380	514700	690.00
				CHECK PWBDD 41602 TOTAL FOR FUND 100:			1,120.00
08/26/2022	PWBDD	41606	SETTLERS INN	OFFICE SUPPLIES	500310	514200	763.91
08/26/2022	PWBDD	41609	TAPCO	SIGNS	500363	533311	1,099.95
08/26/2022	PWBDD	41610	TURNHALL FINANCIAL GROUP OF	PARK RENTAL FEES	467200	000000	190.00
08/26/2022	PWBDD	41611#	UNIFIRST CORPORATION	REPAIR AND MAINTENANCE	500240	518100	128.89
				MAINTENANCE SUPPLIES	500340	522100	78.63
				OPERATING SUPPLIES	500350	533210	52.47
				CHECK PWBDD 41611 TOTAL FOR FUND 100:			259.99
08/26/2022	PWBDD	41612*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	24.65
				NATURAL GAS-0713912926-00006	500224	518100	29.46
				NATURAL GAS-0713912926-00001	500224	518100	47.50
				NATURAL GAS-0711276804-00002	500224	522100	536.45
				NATURAL GAS-0711276804-00001	500224	522100	9.57
				NATURAL GAS-0713912926-00008	500224	522230	23.80
				NATURAL GAS-0713912926-00003	500224	522230	64.11
				NATURAL GAS-0713912926-00004	500224	522410	9.57
				NATURAL GAS-0713912926-00009	500224	533210	36.36
				NATURAL GAS	500224	555510	14.08
				NATURAL GAS	500224	555510	9.57
				CHECK PWBDD 41612 TOTAL FOR FUND 100:			805.12
08/26/2022	PWBDD	41613	WI DEPT OF AGRICULTURE, TRADE	WEIGHTS AND MEASURES INSPECT	500214	522360	2,000.00
09/02/2022	PWBDD	41615*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	95.29
				TELEPHONE/COMMUNICATIONS	500225	522110	102.10
				TELEPHONE/COMMUNICATIONS	500225	522230	90.72
				TELEPHONE/COMMUNICATIONS	500225	533210	87.53

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Fund: 100 GENERAL FUND							
				CHECK PWBDD 41615 TOTAL FOR FUND 100:			375.64
09/02/2022	PWBDD	41616#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,095.63
				TELEPHONE/COMMUNICATIONS	500225	522410	123.57
				CHECK PWBDD 41616 TOTAL FOR FUND 100:			1,219.20
09/02/2022	PWBDD	41619*#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	4.94
				MAINTENANCE PARTS	500353	533210	55.76
				MAINTENANCE PARTS	500353	533210	9.52
				MAINTENANCE PARTS	500353	533210	15.73
				REPAIR AND MAINTENANCE	500240	533311	40.46
				REPAIR AND MAINTENANCE	500240	533311	33.29
				REPAIR AND MAINTENANCE	500240	533311	25.18
				REPAIR AND MAINTENANCE	500240	533311	34.63
				OPERATING SUPPLIES	500350	533311	120.08
				REPAIR AND MAINTENANCE	500240	555510	19.78
				REPAIR AND MAINTENANCE	500240	555510	5.39
				REPAIR AND MAINTENANCE	500240	555510	40.49
				REPAIR AND MAINTENANCE	500240	555510	280.37
				CHECK PWBDD 41619 TOTAL FOR FUND 100:			685.62
09/02/2022	PWBDD	41620	BOND TRUST SERVICES CORP	PROFESSIONAL SERVICES	500210	515600	400.00
09/02/2022	PWBDD	41621	CDW GOVERNMENT, INC.	REPAIR AND MAINTENANCE	500240	522110	665.00
09/02/2022	PWBDD	41622*#	CEDARBURG LIGHT & WATER	TAXES RECEIVABLE	121100	000000	1,113.64
				DUE TO LIGHT AND WATER	256200	000000	945.37
				LOT# 24 N116 W6807 CABOT CT	256201	000000	1,945.00
				LOT# 14 W70N1136 PINEHURST RD	256201	000000	1,945.00
				CHECK PWBDD 41622 TOTAL FOR FUND 100:			5,949.01
09/02/2022	PWBDD	41623	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	434.00
09/02/2022	PWBDD	41624*#	CINTAS CORPORATION	OPERATING SUPPLIES	500350	533210	181.91
09/02/2022	PWBDD	41626	CIVIC PLUS	MUNICODE	500210	514100	2,160.00

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Fund: 100 GENERAL FUND							
09/02/2022	PWBDD	41627	CNA SURETY	PROF PUBLICATIONS AND DUES	500320	522110	30.00
09/02/2022	PWBDD	41628#	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	36.05
				OFFICE SUPPLIES	500310	533110	34.42
				CHECK PWBDD 41628 TOTAL FOR FUND 100:			70.47
09/02/2022	PWBDD	41629	CONLEY MEDIA, LLC	PRINTING-NEWSLETTERS, ETC	500313	522110	398.64
09/02/2022	PWBDD	41630	DECORAH ANIMAL HOSPITAL	K-9 UNIT EXPENSE	500352	522120	61.68
09/02/2022	PWBDD	41631	DIGITAL EDGE OF GRAFTON	K-9 UNIT EXPENSE	500352	522120	131.00
09/02/2022	PWBDD	41632	EDELHOFF LAWNMOWER SERVICE	MAINTENANCE PARTS	500353	533210	19.60
09/02/2022	PWBDD	41633	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - TAIJI AUGUST	500210	555140	144.00
09/02/2022	PWBDD	41634	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	350.77
09/02/2022	PWBDD	41635	FASTENAL COMPANY	OPERATING SUPPLIES	500350	533210	213.40
				OPERATING SUPPLIES	500350	533210	27.00
				MAINTENANCE PARTS	500353	533210	112.79
				CHECK PWBDD 41635 TOTAL FOR FUND 100:			353.19
09/02/2022	PWBDD	41636	FIVE CORNERS DODGE	MAINTENANCE PARTS	500353	533210	400.80
09/02/2022	PWBDD	41638	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	450.00
09/02/2022	PWBDD	41639	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	75.58
09/02/2022	PWBDD	41642	ID NETWORKS	REPAIR AND MAINTENANCE	500240	522110	1,857.00
09/02/2022	PWBDD	41643	KOPKA PINKUS DOLIN PC	ATTORNEY/CONSULTANT	500212	522110	210.00
09/02/2022	PWBDD	41644	LES THOMPSON	PROFESSIONAL SERVICES - WATERCOLR	500210	555140	317.00
09/02/2022	PWBDD	41646	MID-STATE EQUIPMENT	MAINTENANCE PARTS	500353	533210	60.46
09/02/2022	PWBDD	41648	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	26.68
				MAINTENANCE PARTS	500353	533210	10.45
				MAINTENANCE PARTS	500353	533210	193.85

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Fund: 100 GENERAL FUND							
				MAINTENANCE PARTS	500353	533210	(70.11)
				CHECK PWBDD 41648 TOTAL FOR FUND 100:			<u>160.87</u>
09/02/2022	PWBDD	41649	NEWMAN CHEVROLET	MAINTENANCE PARTS	500353	533210	30.87
09/02/2022	PWBDD	41652	NORTHERN TOOL & EQUIPMENT	MAINTENANCE PARTS	500353	533210	114.99
09/02/2022	PWBDD	41653*#	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	522110	57.10
09/02/2022	PWBDD	41654#	OLSEN'S PIGGLY WIGGLY	OTHER EXPENSES	500390	522110	33.46
				OPERATING SUPPLIES	500350	533210	244.87
				CHECK PWBDD 41654 TOTAL FOR FUND 100:			<u>278.33</u>
09/02/2022	PWBDD	41656	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	55.00
09/02/2022	PWBDD	41657	RUDIG TROPHIES	OFFICE SUPPLIES	500310	514100	45.13
09/02/2022	PWBDD	41659	SCANMAN AMERICA LLC	PROFESSIONAL SERVICES	500210	514100	1,980.80
09/02/2022	PWBDD	41661	SOUTHSIDE TIRECO., FRANKLIN	MAINTENANCE PARTS	500353	533210	310.02
				MAINTENANCE PARTS	500353	533210	1,336.08
				CHECK PWBDD 41661 TOTAL FOR FUND 100:			<u>1,646.10</u>
09/02/2022	PWBDD	41662	T & N ACQUISTION COMPANY	EQUIPMENT/CAPITAL OUTLAY	500380	522120	409.82
09/02/2022	PWBDD	41663	TAKAKO WILLDEN	PROFESSIONAL SERVICES - CHIAR YOGA	500210	555140	116.00
09/02/2022	PWBDD	41664	TOP PACK DEFENSE LLC	EQUIPMENT/CAPITAL OUTLAY	500380	522120	422.09
09/02/2022	PWBDD	41665	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
09/02/2022	PWBDD	41666	VILLAGE OF GRAFTON	OTHER EXPENSES	500390	555140	680.16
				Total for fund 100 GENERAL FUND			40,646.49
Fund: 200 CEMETERY FUND							
08/26/2022	PWBDD	41590	HILGENDORF MEMORIALS	MONUMENTS & MARKERS INSP FEE	465550	000000	50.00
				Total for fund 200 CEMETERY FUND			50.00
Fund: 220 RECREATION PROGRAMS FUND							
08/26/2022	PWBDD	41582*#	COSTCO MEMBERSHIP	SUPPLIES AND EXPENSES	500347	555390	63.00

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Fund: 220 RECREATION PROGRAMS FUND							
08/26/2022	PWBDD	41584	DIGITAL EDGE OF GRAFTON	RECREATION BROCHURE EXPENSES	500309	555390	2,146.00
08/26/2022	PWBDD	41594	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	5,424.00
08/26/2022	PWBDD	41607	SILENT WAKE, LLC	MAINT/CONTRACTED SERVICES	500290	555390	468.00
09/02/2022	PWBDD	41625	CITY OF PORT WASHINGTON	MAINT/CONTRACTED SERVICES	500290	555390	210.88
09/02/2022	PWBDD	41645	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	1,635.00
Total for fund 220 RECREATION PROGRAMS FUND							9,946.88
Fund: 240 SWIMMING POOL FUND							
08/26/2022	PWBDD	41612*#	WE ENERGIES	NATURAL GAS	500224	555320	179.39
				NATURAL GAS	500224	555320	7,005.68
CHECK PWBDD 41612 TOTAL FOR FUND 240:							7,185.07
09/02/2022	PWBDD	41618	BETSY FALLON	SWIMMING POOL - LESSONS	467342	000000	40.00
Total for fund 240 SWIMMING POOL FUND							7,225.07
Fund: 260 LIBRARY FUND							
08/26/2022	PWBDD	41574	AMAZON CAPITOL SERVICES	OFFICE SUPPLIES	500310	555110	14.99
				OPERATING SUPPLIES	500350	555110	88.93
CHECK PWBDD 41574 TOTAL FOR FUND 260:							103.92
08/26/2022	PWBDD	41575	B&H PHOTO-VIDEO	COMPUTER/COPIER SUPPLIES	500312	555110	330.48
				DONATION EXPENDITURES	500322	555110	5,160.95
CHECK PWBDD 41575 TOTAL FOR FUND 260:							5,491.43
08/26/2022	PWBDD	41576	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	25.19
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	541.67
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	261.36
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	198.71
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	25.13
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	61.91
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	17.47
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	187.22
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	227.11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	216.34
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	240.16
				DONATION EXPENDITURES	500322	555110	241.00
				DONATION EXPENDITURES	500322	555110	140.00
				DONATION EXPENDITURES	500322	555110	271.00
				DONATION EXPENDITURES	500322	555110	43.00
				DONATION EXPENDITURES	500322	555110	33.00
				DONATION EXPENDITURES	500322	555110	118.00
				DONATION EXPENDITURES	500322	555110	260.00
				CHECK PWBDD 41576 TOTAL FOR FUND 260:			3,108.27
08/26/2022	PWBDD	41583	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	92.81
08/26/2022	PWBDD	41593	LIBRARY IDEAS LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	807.68
08/26/2022	PWBDD	41598	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	779.03
08/26/2022	PWBDD	41599	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	555110	67.59
				OFFICE SUPPLIES	500310	555110	111.96
				OFFICE SUPPLIES	500310	555110	97.25
				OFFICE SUPPLIES	500310	555110	71.18
				OFFICE SUPPLIES	500310	555110	(55.98)
				CHECK PWBDD 41599 TOTAL FOR FUND 260:			292.00
08/26/2022	PWBDD	41605	SCHOLASTIC LIBRARY PUBLISHING	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	10.79
08/26/2022	PWBDD	41612*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	232.34
09/02/2022	PWBDD	41615*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
09/02/2022	PWBDD	41617	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	24.66
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	17.54
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	214.78
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	272.59
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	94.72
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	16.49

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/26/2022 - 09/02/2022
Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				DONATION EXPENDITURES	500322	555110	22.00
				DONATION EXPENDITURES	500322	555110	30.00
				DONATION EXPENDITURES	500322	555110	63.00
				DONATION EXPENDITURES	500322	555110	15.00
				DONATION EXPENDITURES	500322	555110	373.00
				CHECK PWBDD 41617 TOTAL FOR FUND 260:			1,143.78
09/02/2022	PWBDD	41619*#	BEYER'S HARDWARE	OFFICE SUPPLIES	500310	555110	38.02
09/02/2022	PWBDD	41624*#	CINTAS CORPORATION	MAINT/CONTRACTED SERVICES	500290	555110	69.24
09/02/2022	PWBDD	41637	GALL PLUMBING, INC	REPAIR AND MAINTENANCE	500240	555110	5,740.80
09/02/2022	PWBDD	41640	GREY HOUSE PUBLISHING	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	163.00
09/02/2022	PWBDD	41650	NEWSBANK	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	3,168.50
09/02/2022	PWBDD	41653*#	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	555110	106.77
09/02/2022	PWBDD	41658	SAN-A-CARE, INC.	OPERATING SUPPLIES	500350	555110	237.99
09/02/2022	PWBDD	41660	SCHAEFER POWER SYSTEMS	REPAIR AND MAINTENANCE	500240	555110	644.96
				Total for fund 260 LIBRARY FUND			22,361.79
Fund: 350 TIF DISTRICT FUND #4							
08/26/2022	PWBDD	41601	OLIVER FIONTAR LLC	DEVELOPERS INCENTIVE	500227	566710	76,000.00
				DEVELOPERS INCENTIVE	500227	566710	57,068.08
				CHECK PWBDD 41601 TOTAL FOR FUND 350:			133,068.08
				Total for fund 350 TIF DISTRICT FUND #4			133,068.08
Fund: 354 TIF DISTRICT #7							
08/26/2022	PWBDD	41591*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	3,654.00
				Total for fund 354 TIF DISTRICT #7			3,654.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
08/26/2022	PWBDD	41573	AECOM TECHNICAL SERVICES INC	NR216 COMPLIANCE	500472	533440	5,205.60
08/26/2022	PWBDD	41585*#	DORNER INC.	DUE FROM LIGHT & WATER	156200	000000	21,318.08

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 400 CAPITAL IMPROVEMENTS FUND							
				STREET IMPROVEMENTS	500854	533311	199,657.92
				STORMWATER IMPROVEMENTS	500475	533440	65,636.03
				CHECK PWBDD 41585 TOTAL FOR FUND 400:			286,612.03
08/26/2022	PWBDD	41596	MRJ CONSTRUCTION	LEAD PIPE REPLACEMENTS	500875	533750	81,635.40
08/26/2022	PWBDD	41604	PRECISION CUT WINDOW TINT, LLC	VEHICLE REPLACEMENTS	500811	522120	260.00
09/02/2022	PWBDD	41614	AECOM TECHNICAL SERVICES INC	REVIEW OF STORM WATER MANAGEMENT PLAN	500475	533440	893.55
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			374,606.58
Fund: 601 WATER RECYCLING CENTER							
08/26/2022	PWBDD	41581	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	107.90
08/26/2022	PWBDD	41582*#	COSTCO MEMBERSHIP	OTHER EXPENSES	500390	573850	63.00
08/26/2022	PWBDD	41585*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	2,149.87
08/26/2022	PWBDD	41588	ENERGENECS, INC	MAINTENANCE SUPPLIES	500340	573840	1,399.67
08/26/2022	PWBDD	41591*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	573850	357.00
08/26/2022	PWBDD	41595	MILWAUKEE RUBBER PRODUCTS	COLLECTION SYSTEM MAINT	500360	573835	3,673.89
				COLLECTION SYSTEM MAINT	500360	573835	374.75
				CHECK PWBDD 41595 TOTAL FOR FUND 601:			4,048.64
08/26/2022	PWBDD	41608	SYMBIONT	2022 GIS SUPPORT & TECHNICAL SERVICES	500210	573850	436.50
				ADAPTIVE MANAGEMENT ADMIN. **2022**	500215	573850	1,260.00
				CHECK PWBDD 41608 TOTAL FOR FUND 601:			1,696.50
08/26/2022	PWBDD	41612*#	WE ENERGIES	ELECTRIC	500222	573825	17.36
				NATURAL GAS-0712590709-00001	500224	573825	0.31
				NATURAL GAS-0713182701-00001	500224	573825	8.91
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	14.08
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	11.71
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	8.91

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE FROM 08/26/2022 - 09/02/2022

Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
				MAINTENANCE SUPPLIES	500340	573840	20.96
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	12.03
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	10.75
				CHECK PWBDD 41612 TOTAL FOR FUND 601:			105.02
09/02/2022	PWBDD	41615*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
09/02/2022	PWBDD	41619*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	23.01
				MAINTENANCE SUPPLIES	500340	573830	11.95
				WRC ADAPTIVE MANAGEMENT	500383	573835	20.69
				CHECK PWBDD 41619 TOTAL FOR FUND 601:			55.65
09/02/2022	PWBDD	41622*#	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,960.12
09/02/2022	PWBDD	41624*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	107.90
09/02/2022	PWBDD	41641	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE SUPPLIES	500340	573830	287.90
09/02/2022	PWBDD	41647	MULCAHY SHAW WATER, INC.	LAB SUPPLIES	500370	573825	353.00
09/02/2022	PWBDD	41651	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	193.19
09/02/2022	PWBDD	41655	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
				Total for fund 601 WATER RECYCLING CENTER			24,532.57
Fund: 700 RISK MANAGEMENT FUND							
08/26/2022	PWBDD	41603	OUTDOOR LIGHTING CONST CO, INC.	INSURANCE CLAIMS-2022	500547	519400	4,885.50
				Total for fund 700 RISK MANAGEMENT FUND			4,885.50
TOTAL - ALL FUNDS							620,976.96

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CITY OF CEDARBURG
TRANSFER LIST
8/27/22-9/9/22

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
8/30/2022	\$242,700.00	Ehlers Bond Trust Services
8/31/2022	\$121,669.65	WRS-July remittance
9/1/2022	\$104,134.21	WPS-September health ins premiums
9/1/2022	\$7,104.20	Delta Dental-September dental ins premims
9/8/2022	\$229,000.00	PWSB Payroll
8/11/2022	\$6,227.50	Health Savings Accounts-contributions for 8/21/22-9/3/22
8/11/2022	\$1,386.62	ICMA-contributions for 8/21/22-9/3/22
8/11/2022	\$4,593.02	North Shore Bank-contributions for 8/21/22-9/3/22
8/11/2022	\$346.15	State of Wisconsin-child support for 8/21/22-9/3/22
8/11/2022	\$626.43	Wis Deferred Comp-contributions for 8/21/22-9/3/22
	<u>\$717,787.78</u>	

PWSB PAYROLL CHECKING ACCOUNT

9/9/2022	\$161,985.84	Payroll for 8/21/22-9/3/22
9/9/2022	\$67,033.85	Payroll taxes for 8/21/22-9/3/22
	<u>\$229,019.69</u>	



City of Cedarburg

City Administrator's Report

September 6, 2022

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.

Clerk — Business as usual in the Clerk's office this week. Amy Kletzien is on vacation, returning 9/12.

Building Inspection—Inspections have slowed within the past two (2) weeks. Fairway Village is still going strong.

Engineering— Highland Road paving is complete, however, the barricades will remain in place as bridge work begins on Monday. Washington Avenue will be closed Wednesday and Thursday near Fairway Village to allow for work on the water main connection. Traffic will be rerouted westbound on Bridge Road to 181.

Fire Department— Posting will close at the end of this week for a new third full-time position. Call volume has greatly increased recently.

Library— The new Library Director begins today. Dave Nimmer's last day is today and there will be a reception from 3:00 p.m.—5:00 p.m. Two (2) new part time positions are currently posted on the website. Greater Cedarburg Gala Fundraiser event will utilize the Library as one of the stops.

Police Department— The department is receiving applications for a patrol position. Currently, 50 applications have been received.

Public Works— Registration for Fall programs is off to a great start. Interurban Trail resurfacing begins tomorrow.

Senior Center— Fall programs are underway at the Senior Center.

Treasurer— Updated salary spreadsheets will be distributed for use with budgets.

Light & Water— The new General Manager of Light & Water, Ben Collins, begins on September 19, 2022. Current General Manager Dale Lythjohan will remain as a special consultant through the end of 2022.

Water Recycling Center— The Memorandum of Understanding passed and will be distributed to area farmers. Bids for a new gravity thickener came in under budget.

Administrator— Administrator Hilvo will be attending the ICMA Conference 9/17—9/22. Details of the Strategic Plan were discussed with staff.

Respectfully submitted,

Mikko Hilvo
City Administrator

2022 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Erosion Control	5	7	10	5	10	3	7	4					51
Coops							1						1
Single Family	2	6	6	4	6	3	5	5					37
Duplex	2	2	4	2	4		2						16
Assessory Building			1	5	2	3	2	2					15
Addition/Alteration	12	13	20	17	12	11	12	14					111
Commerical New Constructio						1							1
Commercial Additions/Alterati	2	2	2	1		3							10
Pools		1											1
Razing					2								2
Heat/Vent	25	22	20	24	23	31	30	29					204
Signs	1	4		1	2	1	1	1					11
Plumbing	27	38	33	32	47	28	29	29					263
Electrical	43	36	40	33	51	30	47	37					317
Occupancy	2	5	7	6	7	9	8	9					53
TOTAL VALUE TO CITY	1,718,400	2,834,155	4,417,851	3,291,371	3,847,840	2,724,061	2,693,012	2,329,774					23,856,464
INSPECTIONS													
Jeff Thoma						79	153	227					459
JOE JACOBS	1	3		2	2	6	1						15
MICHAEL BAIER	106	198	174	206	215	14							913
ROGER KISON						122	50	23					195