

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, AUGUST 12, 2024 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, August 12, 2024 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., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/84655015484>

AGENDA

1. CALL TO ORDER - Mayor Patricia Thome
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present - Common Council – Mayor Patricia Thome, Council Members Jim Fitzpatrick, Mark Mueller, Robert Simpson, Melissa Bitter, Kristian Lindo, Kevin Curley, Kristin Burkart

Excused -
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. PRESENTATIONS
 - A. Cedarburg Fire Department 2023 Annual Report
8. NEW BUSINESS
 - A. Discussion and possible action on the ToAD bike race to be held within the downtown business district in 2025*
 - B. Presentation, Discussion and possible action on future Creekwalk Project
 - C. Discussion and possible action on bids received for the 2024 Hanover Avenue Surface Paving construction contract*
 - D. Discussion and possible action on bids received for the 2024 Micro Surfacing Project construction contract*

- E. Discussion and possible action on bids received for the 2024 Asphalt Pavement Repair program*
- F. Discussion and possible action on hiring Vierbicher Associates Inc. to provide professional consulting services for creating a housing report
- G. Discussion and possible action on approving a proposal for Traffic Planning and Access Study for the City and Town of Cedarburg
- H. Discussion and possible action on a one-time Amplified Music/Sound permit in an outdoor area for Turnhall Financial Group, 236 Hamilton Road, Cedarburg, WI, for a charity bocce ball tournament to be held at Cedar Creek Park on Saturday, September 28, 2024 from 12:00 noon – 4:00 p.m., for a reduced fee of \$50.00*
- I. Discussion and possible action on Newmark Knight Broker Services Contract
- J. Discussion and possible action on approval of the following additional poll workers for remainder of 2024-2025 election cycle: Margaret Doyle, Peter Igel, Lori Mathias, Michael Ruzicka, Kathleen Ruzicka, and Reynold Waedekin

9. CONSENT AGENDA

- A. Discussion and possible action on approval of July 8, 2024 Council Meeting Minutes
- B. Discussion and possible action on payment of bills dated 07/02/2024 through 08/02/2024, transfer list dated 07/01/2024 through 08/09/2024, and payroll from 06/23/2024 through 08/03/2024*

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*

11. COMMUNICATIONS

- A. Comments and announcements by Council Members
- B. Mayor's Report

12. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, more specifically, to discuss item 12.B

- A. June 10, 2024, Closed Session minutes
- B. Discussion on a potential purchase of property on Hanover Avenue

13. RECONVENE TO OPEN SESSION

A. Discussion and possible action on purchase of property on Hanover Avenue

14. 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. Comments should be kept brief. If the comment concerns a matter of public policy, a 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.*

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@cityofcedarburg.wi.gov

08/08/24 tas

2023 CEDARBURG FIRE DEPARTMENT ANNUAL REPORT





Mayor Thome, Members of the Common Council and Administrator Hilvo:

I would like to present the 2023 year-in-review for the Cedarburg Fire Department. On the following pages you will see many charts and graphs of our activities over the past year. I am proud of the volunteer members of our department, along with our paid staff, for their hard work and dedication to our community. Without them, there would not be much of a report to give.

2023 was a very busy year for the department. Our dedicated members ran a total of 1,542 calls, an increase of 4.18% for our total call volume. EMS calls make up 83.4% of our total calls. Of the EMS calls, 72% of our patients were 60 years and older. For statistics on types of calls and frequency, see pages 6-10. In 2023, our members put in 988 hours of stand-by for all the special events held in our community. With the roads being closed around the fire station during festivals, staff needs to be at the station to respond. During Strawberry Fest 2023, we had 17 rescue calls within 5.5 hours. This pushed our department past our capacity, requiring us to call in 4 mutual aid ambulances.

Our department also continued to hold Maxwell Street Days and other fund-raising events at Firemen's Park. This fundraising is on top of our rising call volume and decline in membership.

After many meetings, our leadership team at CFD put a plan together to establish a Paramedic program, and a full-time staffing plan for the next eight years. These full-time members will be used to support our paid-on call members. I would like to thank all the committees, City and Town, and the Common Council and the Town Board for supporting the "Cedarburg Plan" as it has been called.

Our front cover this year shows our first two Firefighter/Paramedics hired by the Cedarburg Fire Department. We are excited to build a Paramedic program for our community and raise the bar again in providing the best care possible. **All of this work does not go unnoticed.**

First and foremost, a BIG THANK YOU to all the great men and women, and our Explorers, that make up the team that are donating their time and talent to protect and serve our community. Also, a big thank you to the Mayor, Common Council and the Police and Fire Commission for your continued support of our members and our department. As we continue to work together, it will only make Cedarburg a better place for our residents and all our visitors. It is an honor to be the Chief of such a great department in a great community.

Sincerely,

Jeffrey J. Vahsholtz
Chief





CFD 2023 Active Membership Roster

Under 1 year (Probationary):

Caitlin Steinberg
Michael Klimkosky
Andy Schottler
Will Didier
Rob Henry
Chris Brunette
Emily Cleveland
Octavio Arreaga-Chavez
Kelly Scott
Melissa Demczak
Denisa Demczak
Glenn Lindberg
Jamie Wilhelme
Caleb Wardenburg

1 to 10 years:

Abigail J. DeGuelle
Daniel W. Dowty
Katrina Schoen
David B. Lee
Shelby J. Mayer
Katie A. Matusewic
Kate L. Hettenbach
Stephanie M. Van Pietersom
Klark A. Pennings
Christopher J. Naas
Daniel M. Wolf
Nicholas J. Lesselyoung
Nicole A. Naas
Karissa J. Mathias
Shaun M. Smith
Jordon J. Abts
Edward T. Lanser
Denver C. Dalley
Michael R. Kranz
Nicholas L. Janous
Jacob R. Hurlburt
Tanya N. Zarling
Melanie L. Clausing-Miles
Lindsay L. Lanser *Lt. Rescue
Robert D. Mathias
Andrew J. Hester
Dennis W. Grulkowski
Jeffrey L. Nelson
Randy A. Tews
Dustin J. Halyburton *Pub Ed / Dive Leader

11 to 15 years:

Kelly A. LaPorta
William A. Esselmann
Norine C. Nelson
Robert F. Jung
John E. Zarling

16 to 24 years:

Andrew W. Heidtke *Deputy Chief/Training
David M. Schwantes
Edward M. Petrarca
Nichole J. Zarling * Captain Rescue Company
Christopher C. Hoerz
Peter J. Pautz *Lt. Engineers
Nathan M. Matter
Craig A. Boerner * Captain Engineers
Joseph E. Grube *Lt. Engine Company
Grant D. Witte *Safety Officer
Joel L. Bublitz
James G. Bougie

25 to 34 years (Honorary Active):

Lisa M. Boerner
Kara J. Racine
Scott E. Matusewic
Suzanne V. Ernst
Carly A. Giuliani

35 to 39 years (Honorary Active):

William H. Hintz * Assistant Chief
Gregory G. Boerner

40 years and over: (Honorary Active):

Raymond R. Jung
Jeffrey J. Vahsholtz * Chief
Edward A. Bublitz

Promoted to Full-Time Employees in 2021 - 2022:

Blake R. Karnitz Fire Inspector /* Lt. Rescue (12 years)
Joseph W. Hintz *Deputy Chief (14 years)
Jason Peterson MPO/FF/AEMT (6 years)
Ethan LeGault MPO/FF/AEMT (1 year)

Hired Full-Time Employees in 2023:

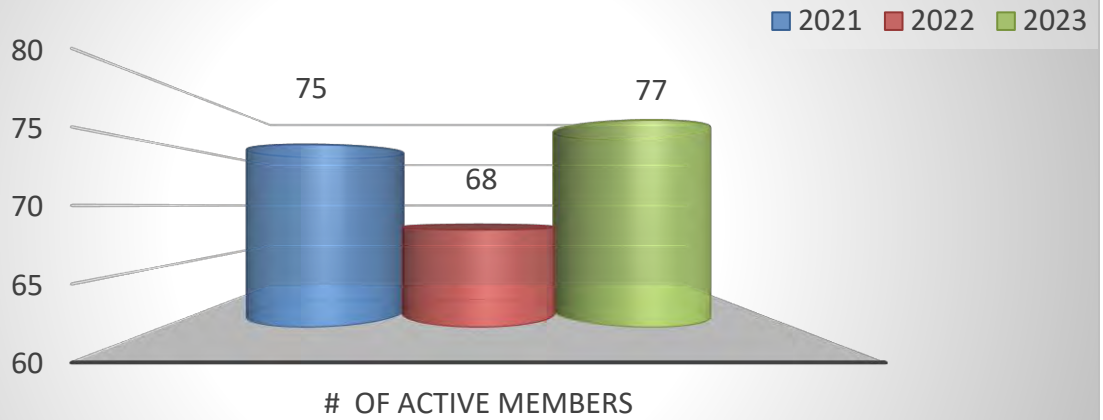
Chris Wunsch FF/Paramedic
Nick Hepner FF/Paramedic

*Denotes Officers/Chiefs

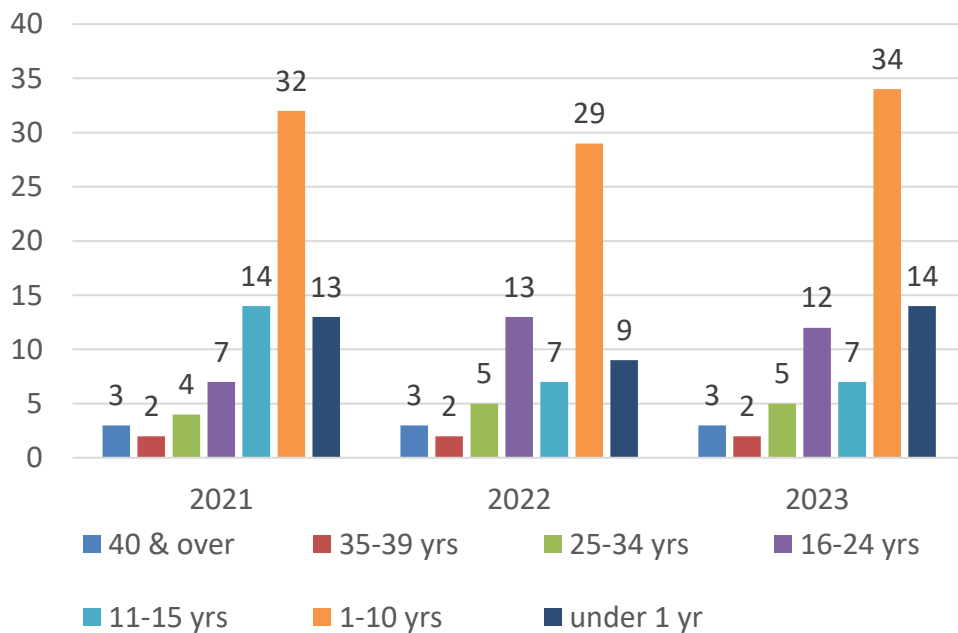
Total Active Members: 77

6 of 124

71 Volunteer Members plus 6 Full-Time Employed



Members' Years of Experience





In 2023, the bell tolled one last time for the following CFD members:

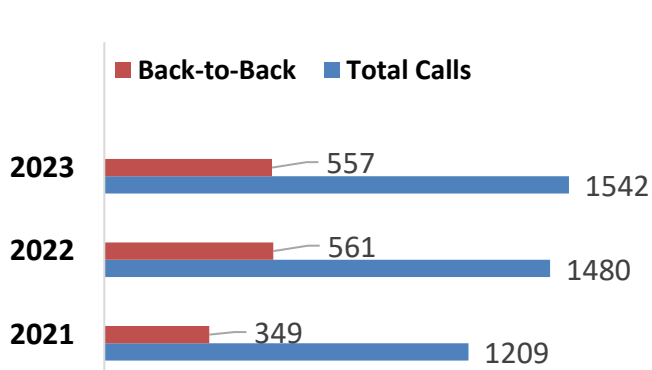
**Kim Esselmann
Harold "Teno" Mueller
Robert Adlai Schroeder Sr.**

2023

The Cedarburg Fire Department responded to a total of **1,542** incidents

	City	Town	Mutual Aid Given to other departments	Total
Rescue	1,033	231	22	1,286
Fire	173	53	29	255
Dive	1			1
Totals	1,207	284	51	1,542

For Mutual Aid Given and Mutual Aid Received information and statistics, see Page 7 for Rescue Incidents and Page 8 for Fire Incidents.



Back-to-Back Calls

Defined as when two or more incidents occur simultaneously, such as when one crew is out on a Rescue or Fire call and another incident is dispatched.

Percentage of back-to-back calls:

2023: 36.1%

2022: 37.9%

2021: 28.9%

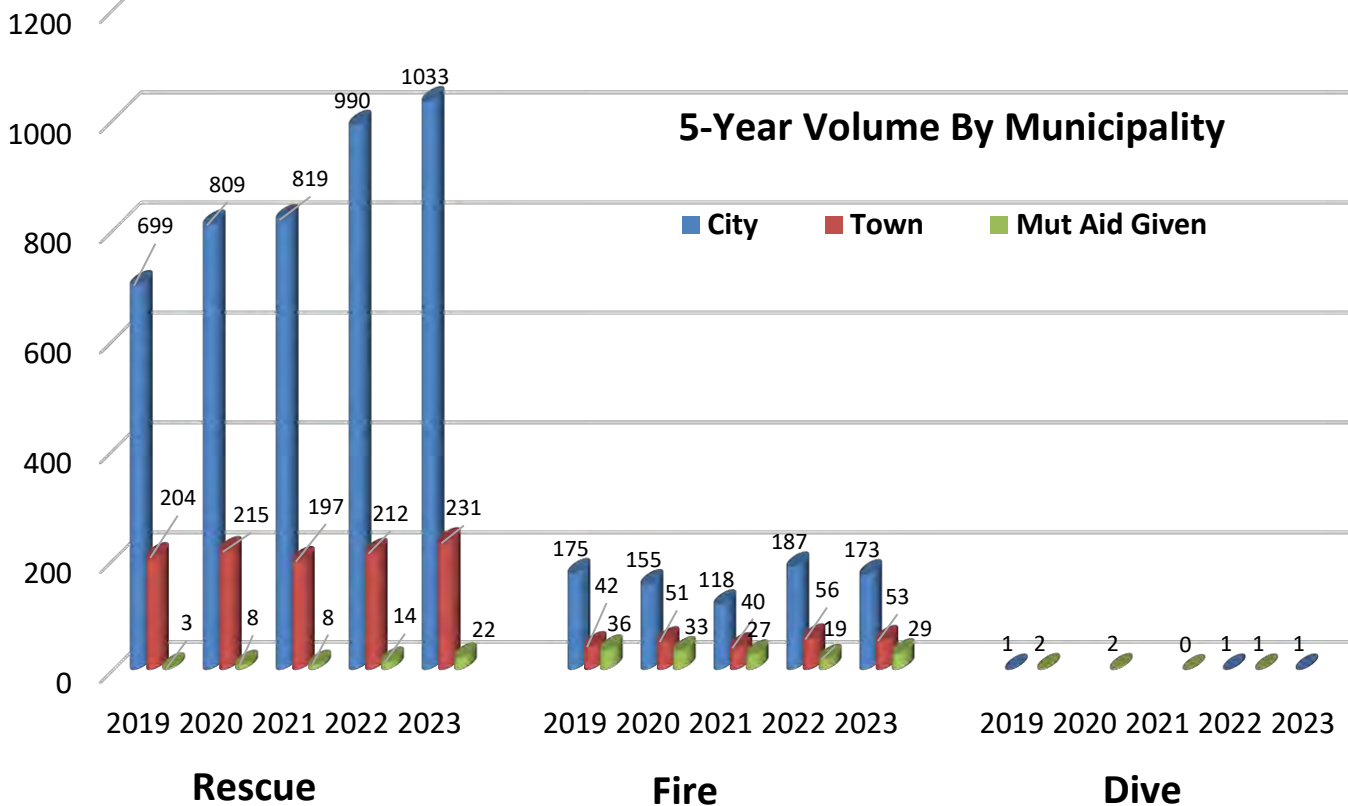
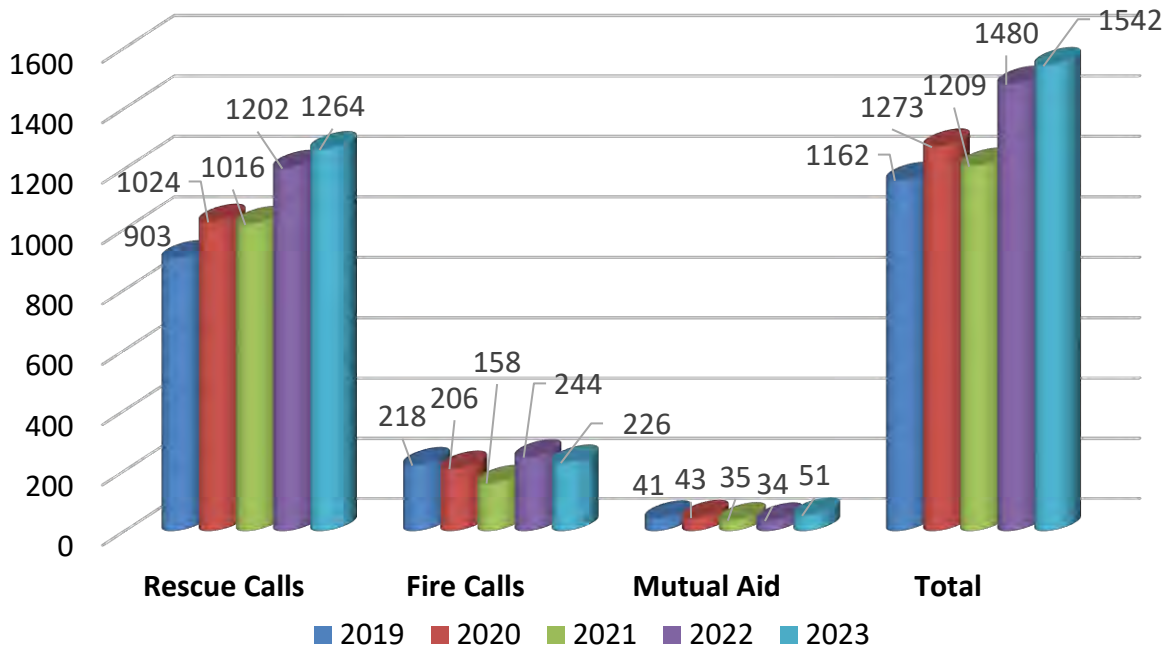
Average Response Time

Min:Sec



Incident response time is defined as the amount of time between being dispatched and the first unit arriving on scene.

Fire and Rescue Incident Totals 5-Year Comparison

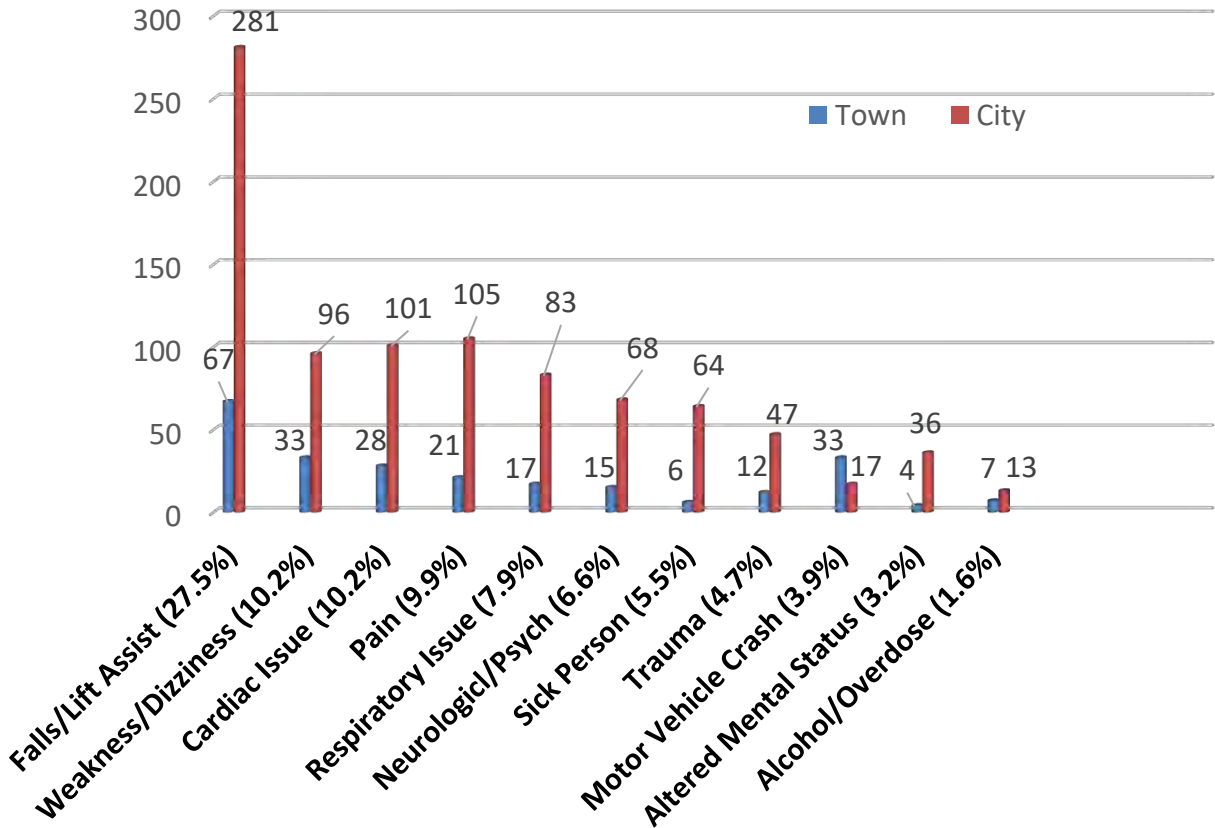


Rescue Incidents Summary

Total EMS: 1286

City: 1,033 Town: 231 Mutual Aid Given: 22

EMS Incident Categories for Town and City



Paramedic Intercept Breakdown

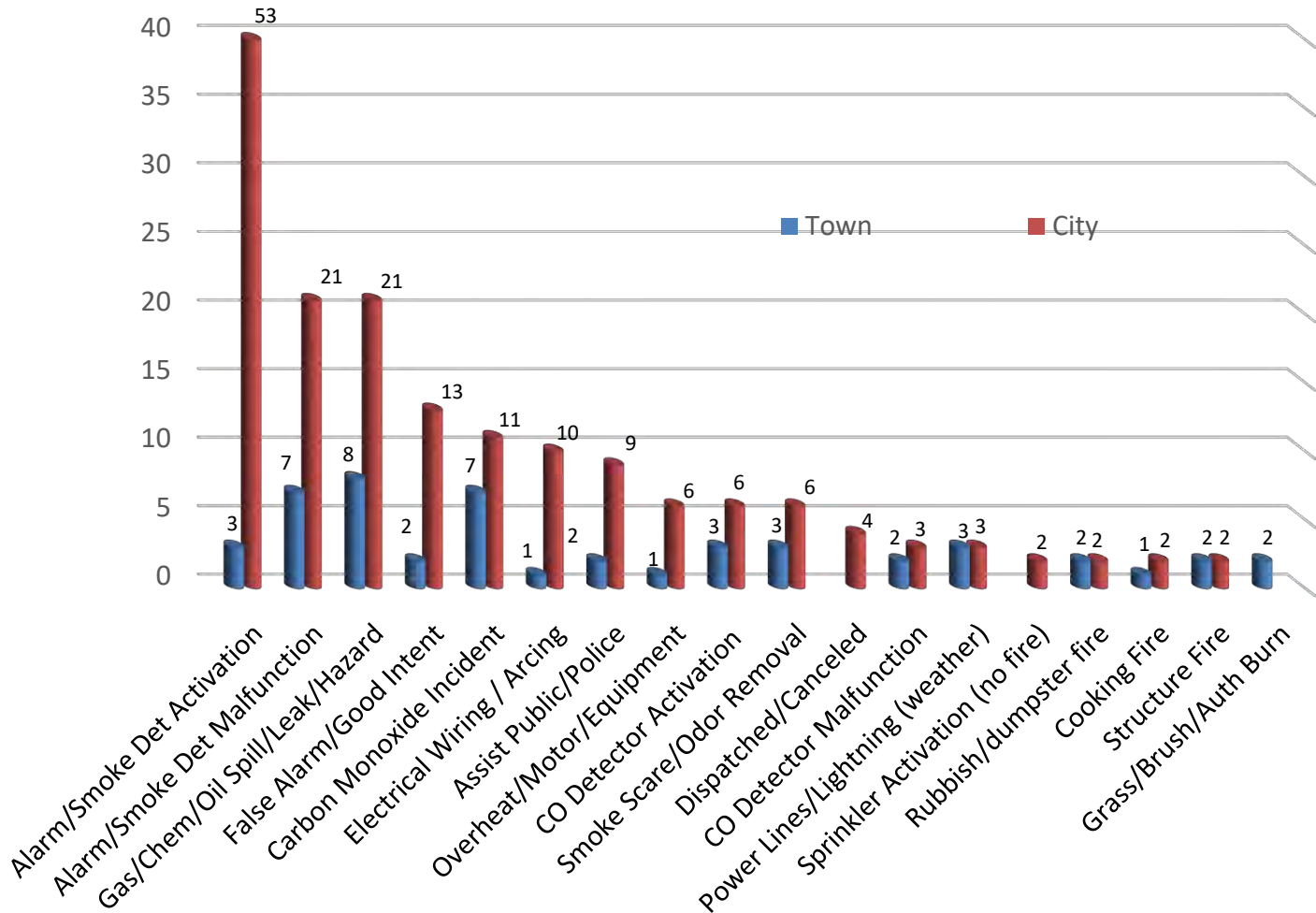
Total EMS calls	1,286	83.4% of all calls
Total Intercept Requests	455	35.4% of all EMS calls
Paramedic Transport	123	27% of all EMS calls

A majority of the intercept requests are computer generated. The county uses a program called ProQA. Based on questions asked by dispatch and answers given, the software determines if a paramedic is sent or not. The crew can and will call for a paramedic if needed, when one has not been automatically sent.

Types of Fire Incidents

Total: 255 City: 173 Town: 53

Mutual Aid Given/MABAS: 29 (see next page)



CITY Fires (2):

January: Hot water heater contained. **March:** Basement sump pump (ventilation)

TOWN Fires (2):

February: MABAS 1st Box Level, Garage entry doors house and outside, flames showing/smoke damage inside.
October: Working still MABAS. Basement fire, no extension. (Rags with oil-based wood finish ignited)

Types of Fire Incidents

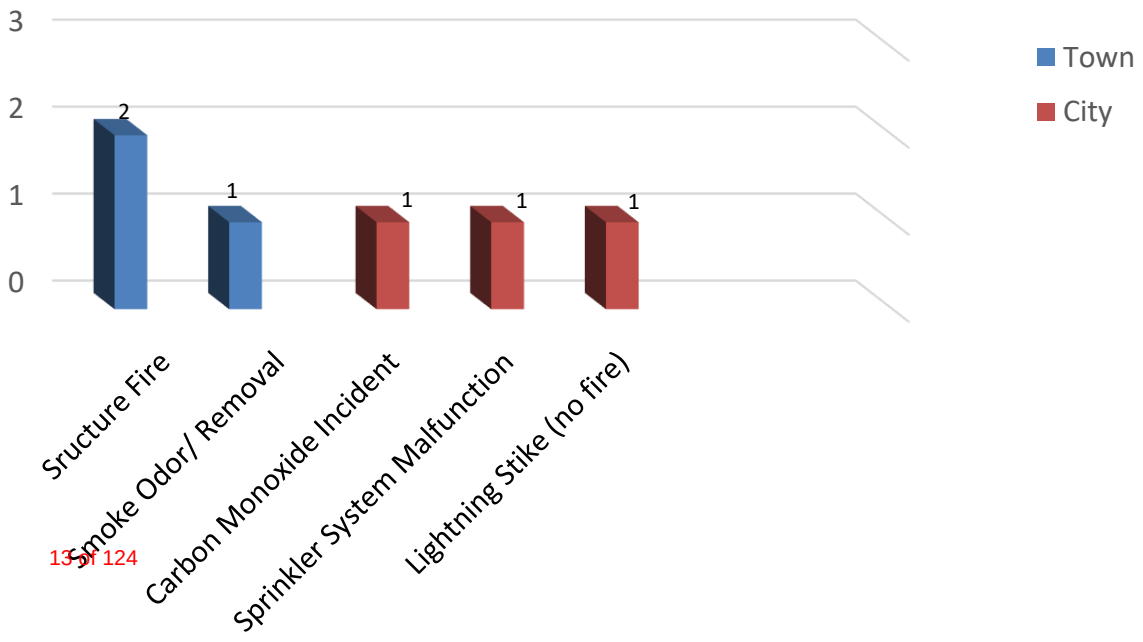
Total: 255 City: 173 Town: 53
Mutual Aid Given/MABAS: 29

The chart below depicts 15 Mutual Aid/MABAS calls where Cedarburg went to assist other departments for building/structure fires:

Mutual Aid (MABAS) Given	Department	Requested
4 calls	Grafton FD	2 Engine & Chief (Full Still overhaul) 2 Engine & Chief (Barn fires knockdown, overhaul)
3 calls	Southern Ozaukee (SOFD)	1 Engine & Chief (Full Still extinguish, overhaul) 1 Assist extinguish and overhaul 1 Working still extinguish/overhaul, pump operations
2 calls	Jackson FD	1 Backfill (2.5 hours); 1 standby @ Station
2 calls	Newburg FD	2 Tender and 159 Ladder (Barn Fire & House Fire)
1 call	Saukville FD	1 Engine & Chief (1 st alarm extinguish/overhaul)
1 call	Richfield FD	1 Tender staging/released
1 call	Waubeka FD	1 Tender (released 12,000 gal) Barn Fire
1 call	Belgium FD	1 Ladder 159 manpower/suppression

14 additional calls, where Cedarburg provided Mutual Aid to other departments, included cover assignments, dispatched/canceled, carbon monoxide, grass or brush fires, outside storage, passenger vehicle fire, and explosion (no fire).

Cedarburg received Mutual Aid from other departments 6 times; 2 in Town of Cedarburg and 3 in the City of Cedarburg



2023 New Hires

The department hired our first full-time **Firefighter/Paramedic, Chris Wunsch**, on May 26, 2023. Having been on the Thiensville Fire Department since 2015, Chris was no stranger to us, as he was often running with our crews when we needed a paramedic intercept. In addition to his Paramedic license, Chris hold certifications for the following: Fire I and Fire II, Fire Officer I and Driver/Operator Pumper and Aerial, Fire Inspector, and Emergency Services Instructor.

Chris' interests and work experience includes Martial Arts, teaching Tae Kwon Do and Karate. That provided great leadership tools that translate well to the fire service: Integrity, respect, humility and fortitude. He also enjoys cooking and spent many years working as a chef and was promoted to both Head Chef and Kitchen Operations Manager.

Chris was looking for a full-time Fire/EMS squad to build a career and immerse himself with helping people. We are very glad to have him at CFD! And we will never turn down his offer to cook for our crews!



Chris Wunsch and Nick Hepner

On June 1, 2023, the department hired a second full-time **Firefighter/Paramedic, Nick Hepner**. Nick studied Fire Sciences at Waukesha County Technical College. In addition to his Paramedic license, Nick is certified in Fire I and Fire II, and Driver/Operator Pumper and Aerial.

He was a full-time Firefighter/Paramedic with the Village of Menomonee Falls Fire Department, while working a second job as a heavy machinery mechanic. In 2014, he was awarded Firefighter of the Year there. He also briefly worked for the City of Brookfield Fire Department before applying at Cedarburg. He was also an Occupational Health Technician for a private company.

Nick was seeking a fire department with potential of growth, where he could bring his professionalism and experience from working at a career department. We are happy to have him join our team and he has quickly become part of the CFD family!



Chris and Nick run separate 48/96 shifts, which is the same shift rotation as our full-time FF/AEMTs. Shown above is their swearing in ceremony at City Hall.

2023 Training Summary

At the start of 2023, our monthly training kicked off with a WisDOT Traffic Incident Management training session for both Fire and EMS members and invited members of the Cedarburg Auxiliary Police. This training teaches first responders what to expect when interacting with traffic, which is critical for the safety of our crews when operating on roadways during motor vehicle accidents.

Other outside organizations who contributed to our trainings included:

- Cedarburg Light and Water to review and discuss updates that had been made to our local water system, which affects water supply capabilities when utilizing fire hydrants.
- The Wisconsin DNR also visited CFD to present a training called Introduction to Wildland Fires, which was well attended by our firefighters.

As we progressed into the spring, several of our members were training in the basics of Rescue Task Force (RTF) to help respond to active shooter incidents. This training provides fire department staff with the knowledge and skills to assess, treat, and evacuate multiple patients in the event of an active threat. It includes a close working relationship with our law enforcement partners to ensure a coordinated and effective response in a less than safe environment.

By summer, we were training in an acquired structure on Hamilton Road provided by the City. The structure will eventually be burned down; but until then, it will provide a “real scenario” training experience for our fire and rescue responders and the Cedarburg Police Department with a real structure to train in.

Department Trainings were conducted at this structure for the remainder of the year, which included a countywide Rapid Intervention Team that taught firefighters how to rescue each other.



In 2023, the Cedarburg Fire Department sent 24 individuals to various certification courses offered through the local technical colleges. Our members attending those classes put in many hours of class time and practical training; up to 3 nights a week spent away from their families and personal time. This equates to approximately 1/3 of our active membership being committed to expanding their skills and knowledge purely for the benefit of the community. See chart on the next page for the hours spent in courses, and overall trainings and meetings.



2023 Training Summary

Training Categories	5,291 Hours	Details
Fire Suppression	672 Hours 200 Hours 240 Hours 80 Hours 759 Hours 56 Hours 266 Hours	• Firefighter I Course (7 members) • Fire Officer Course (5 members) • Instructor I Course (6 members) • Fire Investigator Course (1 member) • Monthly Fire Trainings (includes Auto Extrication) Controlled Burn Brush Fire #1 (April) • Other training (Online, Outside seminar/Classes)
EMS Rescue	960 Hours 167 Hours 675 Hours 170 Hours 59 Hours	• EMT Basic Course (5 members) • RTF Ops/Active Shooter Training • Monthly EMS Trainings (includes Other training (Online, outside seminar/classes) Instructed CPR classes to outside groups/businesses)
Engineers	36 Hours 607 Hours 150 Hours	• Aerial Operator Course (1 member) • Monthly Trainings (includes Jump Seat, Road Test/Miles and CEVO online) • Controlled Burn Brush Fire #2 (April)
Incident Command	59 Hours	• All Online (Fire and EMS)
Dive Team	6 Hours	• New dive members training
Truck Maintenance	129 Hours	• Monthly maintenance on apparatus/equipment
Meetings	805 Hours	Details
Meetings	344 Hours 114 Hours 56 Hours 37 Hours 184 Hours 70 Hours	• Business Meetings • Executive Board • Officers Meetings • Committee Meetings • Mentorship and New Member Orientation • Additional Meetings
Explorers Program	273 Hours	Details
Explorers (Age 14-18)	243 Hours 30 Hours	• Monthly Trainings and Meetings • Service Work
Grand Total	6,369 Hours	

2023 Engine Company

Engine Company had a great year focusing on Fire planning and Safety prevention of our personnel and equipment. We were able to provide a few additions to our Festival and Fairground equipment boxes, by adding couplings and straps to assist with laying hose out from a hydrant where pedestrian traffic occurs, which can delay us from getting water to a fire, or supplying an Engine that cannot get close enough to a hydrant. This preparation came in handy during the demo derby at the County fair, to supply 250 ft of hose to an engine when we were fighting a vehicle fire.

We were also able to get 14,505 feet of hose tested, keeping water supply and hose up to NFPA standards, making sure there was no breakage or damage to the hose.

Many fire calls we respond to are for natural gas or carbon monoxide concern. Trying to pinpoint the source of a gas leak, or if a homeowner's detector is faulty or outdated is very important. With the help of the WE energies grant program, we were able to add another 4-gas meter, which is used to check levels of combustible gas, carbon monoxide, oxygen and hydrogen sulfide. This meter is one of the most important tools we use on a day-to-day basis.

Our department members were a big help in keeping safety a key factor for every call we run. We were able to get our members mask fit tested. Hours of SCBA pack checks, ladder testing, meter testing and daily checks of our equipment are so important. Flow testing on all our SCBA equipment was completed and equipment checks were performed as usual to keep us and the community safer.



2023 Engineers

In 2023, CFD Engineer's continued with training on pumping, aerial operations and apparatus driving. Operators also spent several hours conducting vehicle maintenance and making minor repairs.

Members also performed proficiency testing with Tender 164 to make sure the apparatus performs accurately and effectively while on the fire ground.

One member advanced to become Aerial Operators in 2023. Caleb Wardenburg completed the state certified course and will be promoted to Heavy Equipment Operators in 2024 after completing the necessary in-house trainings.

2023 Rescue Company

The CFD Rescue Company continued with its upward trend in 2023 as compared to previous years. In addition to a growing call volume, the department grew in many other ways as well. A new state-of-the-art ambulance was ordered through American Emergency Vehicles (AEV) and is expected to be delivered in April 2024. This ambulance was designed with the comfort and safety of our patients and staff as a priority, with improved functionality.

In May 2023, the Department hired two full-time Firefighter/Paramedics in preparation to increase the department's level of service from Advanced EMT to Paramedic. With this, we are continuing to work closely with the Southern Ozaukee Fire Department, formerly Mequon and Thiensville Fire Departments, on ensuring 24/7 paramedic coverage and oversight. An increase in service level such as this, will help us in improving the outcomes of our patients, such as the survival rate of out-of-hospital-cardiac-arrest patients. We currently boast a return of spontaneous circulation (ROSC) rate of 36%, nearly double the national average!

The EMS Flex Grant awarded to our department by the State EMS office in late 2022 provided us with approximately \$120,000 in funding for a variety of equipment. With this generous funding, we were able to outfit our new ambulance with expensive and required equipment and improve our department's training equipment to better train our staff. We were also able to use this funding to equip our department for the increase to a paramedic level service by purchasing equipment critical to that level of care. Lastly, we were able to use a portion of the funds to give back to our volunteers for their continued countless hours of dedication.

The CFD Rescue Company continues to work diligently to ensure that we are ready to answer the call at any moment, with professionalism, compassion, and the highest quality of care to any who need it. Our members, this department's most valuable component, continue to work through sleepless nights sacrificing family and free time for the betterment of the community.



In August 2023, we launched a social media series on Facebook called "Behind the Scenes: Fire and Rescue" The series highlights the men and women of CFD, giving a little insight into their personalities. A common thread was evident ... that they all joined to help people in our community.

Our first post featured FF/AEMT Ethan LeGault and EMT Jamie Wilhelme, shown on the left.

2023 Explorers Post 9610 Program

The Cedarburg Fire Department Explorer Post is proud to remain one of the last active posts in Ozaukee County. Now more than ever, it is important for us to inspire the next generation of Fire & EMS Services.

The CFD Explorer Post roster in 2023 consisted of 10 members, both male and female, who participated in the Fire & EMS exploration program. This program provides the participants with an understanding of a career in the fire service and prepares them with the skills required to become certified firefighters & EMT's if they choose. To be an explorer you must be between the ages of 14-18, maintain good grades in school, and actively participate in the program. While the Explorers have their own monthly training, they are also encouraged but not required to attend weekly training for active Fire & EMS personnel. These trainings include fire suppression, EMS, search & rescue, extrication, engineer/driver operator, and many other topics that prepare them with the knowledge to excel in school if they choose a career in these fields. Explorers start off as probationary members. Once they have gained the knowledge necessary, they are able to test out and come off of probationary status. At that time, they will receive a pager, and they may begin to ride along on fire calls and experience what the fire service is all about.

Throughout 2023, members participated in 12 Explorer trainings, and attended numerous other department trainings. Explorer Post 9610 gained 4 new members from area schools and throughout the community. Each member brings something unique to the program, along with great enthusiasm, and a passion for learning and helping those in need. One of the four new members was able to test out, came off probation, and is now able to ride along on fire calls.

In 2023, CFD Explorers volunteered at 4 Maxwell Street Days, helping to raise funds for the department. They also worked at 2 electronic recycling events where they collected donations that help to fund the program. In June, the fire department hosted Safety Town for approximately 90 students. The Explorers volunteered their time to help with safety talks, teach kids about the fire apparatus, and ran the Survive Alive house, which teaches children about fire safety in their home. CFD Explorers were also responsible for producing and posting the safety quotes that were displayed on the CFD sign in front of Olsen's Cedarburg Piggly Wiggly on Washington Avenue.

CFD had a stand-by for Strawberry Fest, and Wine and Harvest Fest. During these events, Explorers helped with housekeeping and maintenance around the station, as well as talking with the public and giving tours of the station and apparatus.

2023 Explorers Continued

This year was a big year for CFD Explorers. **Explorer Captain Colt Cofta** was able to attend FF1, FF2, and EMT Basic. He attained those certifications and is now a Wisconsin State Certified FF2 and Nationally Registered EMT Basic. Due to his age, he is unable to practice currently, but will be able to use those certifications to their full potential upon turning 18 in early 2024. He also graduated early from high school. All of this was accomplished while he worked with CFD FF/AEMT Peterson to create a Cadet Program, of which he is the very first to experience. Colt continues to exhibit strong leadership skills and plans to pursue a full-time career in the fire service. He has a very bright future.

Senior Explorer Nick Kelly also attended EMT Basic and is a Nationally Registered EMT-B. He is already practicing as an EMT with the City of Port Washington FD, and just got hired by Orange Cross Ambulance of Sheboygan County. Nick plans to pursue a full-time career in the fire service and also has a bright future.

Other notable mentions are **Explorer Lieutenant Tyler Hoerz** who has decided to pursue a degree in history at Lawrence University; and plans to continue getting experience at CFD during his breaks. Explorer Tyler Bolser hopes to work for Oshkosh Defense in cyber security.



We are lucky to be involved with these young adults and watch them grow. They all have great work ethics, skills, and strive to do their very best each and every day. Each of them has been dedicated to the cause and put in a great deal of effort to mentor their peers and ensure that our program continues to be successful for years to come.

2023 Explorers: Colt Cofta, Tyler Hoerz, Nick Kelley, Tyler Bolser, Addison Milam, Kennedy Gehweiler, Scarlett Wielebski, Angelina Seatz, Fergus Fidlin, and Benjamin Hoerz.

Captain Colt Cofta shown at left.

AWARDS

The Cedarburg Fire Department held our annual **Awards and Recognition program on Saturday, April 15, 2023**, to recognize the achievements of our Active, Passive and Honorary members. In September 2022, just seven months prior, an awards banquet was held to keep up with recognition for 2021, since scheduling had been altered by Covid in 2020-2021. So, to get back on schedule, the April 2023 banquet was held at the Cedarburg Cultural Center, with a catered sit-down dinner. Special thanks to the Lion's Club for providing bingo games to entertain members after the program.

Chief Vahsholtz and Deputy Chief Heidtke presented service awards to the following members:

10 years: Jeffrey Klingler

25 years: Lisa Boerner received her Honorary membership status and Honorary member, **Greg Boerner**, was recognized for **40 years of service**.



Chief Vahsholtz with Jeff Klingler



Lisa Boerner and husband Jeff



Greg Boerner and wife Sandy shown above with Chief Vahsholtz

The **50-year award** is presented to a member who gives continuous service to the department and our community. This year, there were two honorary members receiving this award, **Jerry Pautz and John Vollmar**. John and Jerry both joined the department on April 6, 1973. **John** completed EMT, firefighting and became an Engine Company Lieutenant. He was Secretary/Treasurer for the rescue squad and served on several committees. He can always be found at Firemen's Park during Maxwell St Days and the County Fair. **Jerry** completed firefighting, driver/operator pumper, heavy rescue and ladder operator. He was active with the station House committee. Jerry also helped for many years at Firemen's Park. Both men participated in water fighting, softball and the race events held at the park.

Ron Naab, from the Badger Firefighter's Association, brought awards for each, recognizing both John and Jerry's 50 years of service to our department with a wonderful speech. Waubeka Fire Department Chief Jason Caswell also attended bringing 50-year award plaques from the Ozaukee County Association of Fire Departments for both men. Unfortunately, both men were not able to attend the banquet.



John was presented his award at Maxwell Street Day in May.



Chief and other members went to Jerry's house to present him the award.

AWARDS Continued

The highest award from the Cedarburg Fire Department, the **Meritorious Award**, was presented to **Suzanne Ernst**.

Sue joined the department in September 1991, and she quickly became a certified Firefighter in 1992, and a licensed EMT in 1993. Sue is a true caregiver; her accomplishments, dedication and participation in the department reflects that every year. In addition to her many certifications (included Advanced EMT and Fire Inspector 1), Sue can be found at many trainings and committee meetings. She also dedicates her time to our fundraising events, like Maxwell Street Day, the County Fair and serves as the Firemen's Park Board as Treasurer.



Chief Vahsholtz, Sue Ernst and Deputy Chief Andy Heidtke

First Responder of the Year Awards: The following members were recognized for responding to the most calls in 2022, for the following categories: **Fire Calls, Rescue Calls, and Total Overall (Both fire and rescue)**

The following recipients of the First Responder of the Year award were:

Nick Janous responded to 80 Fire calls

Kris Mathias responded to 172 Rescue calls

Bill Hintz responded to 228 total calls for both Rescue and Fire.



Chief Vahsholtz, EMT Kris Mathias, Assistant Chief Bill Hintz, and Deputy Chief Andy Heidtke shown at left. Nick Janous was unable to attend the banquet.

Fire Apparatus 2023

All fire apparatus, shown here and on the next several pages, were donated to the residents of Cedarburg by Cedarburg Firemen's Park Inc. No tax payer dollars were spent to purchase apparatus.

CFD added to the apparatus fleet in **2023**. **Command 167**, was purchased primarily as a first response and an Incident Command vehicle for the on-duty Chief Officer. This will ensure a vehicle for the on-duty Chief Officer when responding to calls within the community as well as responses for mutual aid.



Command 167 is a 2023 Chevy Silverado 1500 4X4 pick-up truck. 167 is utilized by the on-duty Chief Officer. It has the capabilities to be set up as a command post for any incident.

Purchase price: \$85,000

ENGINE 163



Engine 163 is the first due engine out of Station 1.

Purchase price: \$685,000

Specifications include:

- 2016 Pierce Quantum 6-person chassis
- 500 hp DD13 Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Pierce PUC pump
- 1,000 gallon water tank
- 25 gallon Class A foam tank
- 20 kW Harrison hydraulic generator

Fire Apparatus 2023(continued)

Engine 161 is the second due engine out of Station 1.

Purchase price: \$460,000

Specifications include:

- 2004 Pierce Quantum 6-person chassis
- 515 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Waterous pump
- 1,000 gallon water tank
- 25 gallon Class A foam tank
- 15 kW PTO driven generator

ENGINE 161



TENDER 164



Tender 164 is third due out of Station 1 for rural fire calls.

Purchase Price: \$500,000

Specifications include:

- 2020 Kenworth T880, 2-person chassis
- 600 hp Cummins X15 engine
- Allison automatic transmission
- 1500 GPM Waterous pump
- 3,000 Gallon water tank
- (2) 3,000 Gallon portable water tanks

Fire Apparatus 2023 (continued)

Ladder Tower 159 was the first aerial platform in Ozaukee County. It has the ability to operate with up to 800lbs of weight at the tip and can operate at an elevation of 5 degrees below the level of the truck. The aerial platform also has a “pre-piped” waterway which allows the apparatus to be quickly placed into operation as an elevated master stream, which can flow up to 1000 GPM of water. The truck was rebuilt in 2000, with the biggest change being an interlock safety ladder system.

Ladder Tower 159 is the third unit to respond out of Station 1 for city calls and the fourth unit out for rural calls.

Purchase price:
\$500,000



Specifications include:

- 1988 Pierce Arrow 7-person chassis
- 475 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Waterous pump (no on-board water tank)
- 105 ft. aerial platform
- 12 kW generator

TOWER 159

Engine 162 responds out of Station 2, located in the Town of Cedarburg.

It's primary purpose at rural fire scenes is to draft from a portable folding tank or other static water source, and supply water to the incident.

Purchase price: \$560,000

Specifications include:

- 2009 Pierce Quantum 6-person chassis
- 525 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Pierce PUC Pump
- 1,000 gallon water tank
- 25 gallon Class A foam tank
- 20 kW PTO driven generator

ENGINE 162



Rescue Apparatus 2023

FIRST RESPONSE CAR 156



The 2021 Chevrolet Traverse was purchased in 2021, to be utilized as a First Response Car (156). This vehicle was purchased to help EMS crews provide faster patient care with a quick response from a first responder before the ambulance arrives. The vehicle has an AED, oxygen and a medical bag onboard. **Purchase price: \$70,000**

AMBULANCES 151 and 152



Specifications include:

- 2012 Kenworth T270 chassis
- PX6 Paccar Diesel engine
- Allison automatic transmission
- Medtec ambulance module

Ambulance 151 and 152 both respond out of Station 1. Running roughly three quarters of CFD's calls annually, they provide Emergency Medical Services (EMS) and patient transport to area hospitals.

Purchase price: \$204,000 each

Squad 153 is the first due apparatus out of Station 1 for motor vehicle crashes, industrial accidents and carbon monoxide (CO) incidents.

Purchase price: \$500,000

Specifications include:

- 2006 Pierce Quantum 6-person chassis
- 425 hp Detroit Diesel engine
- Allison automatic transmission
- 19 ft. walk-through body with seating for 7
- 30 kW PTO driven generator
- (2) 20 ft. light towers (4.5 kW each)

SQUAD 153



Specialty Apparatus 2023

Brush Truck 158 responds out of Station 2, located in the Town of Cedarburg. Aside from brush fires, 158 has the capabilities to run as a first responder vehicle for EMS related incidents and carries the needed equipment to respond to motor vehicle crashes. 158 is also utilized to pull the Dive/Water Rescue Trailer.

Purchase price: \$110,000

Specifications include:

- 2006 GMC 5500 4x4 5-person chassis
- Duramax Diesel engine
- 250 GPM Darley pump
- 240 gallon water tank
- 5 gallon Class A foam tank



Brush Truck 157 is first to respond out of Station 1 for brush fires.

Purchase price: \$28,000

Specifications include:

- 1989 GMC 3500 1-ton 4x4 pickup truck
- 454 cubic inch fuel-injected V8 engine
- 135 GPM Darley pump
- 200 gallon water tank
- 5 gallon Class A foam tank

The **Dive Trailer (shown above with 157)** is a 1998 cargo trailer located at Station 2. It responds for all dive/water rescue incidents and any other situations deemed necessary by the Chief.

The trailer was donated in 2002 in memory of two first responder brothers who lost their lives on 9-11-2001.

Members of CFD designed and refurbished the trailer to meet the needs of the department.

Cost to refurbish: \$20,000

Ambulance Cart and Kubota purchased in 2017



B.E.R.T. (Bicycle Emergency Response Team) Used for EMT's to respond quickly and safely to rescue incidents in crowded areas of downtown.

Specialty Apparatus (continued)



Utility 155 (shown above) is a 2019 Chevy 2500HD 4x4 pick-up truck. 155 is primarily used for trainings. It can also be utilized for school transport, scene support, or as a first responder vehicle.

Purchase price: \$60,000

Utility Truck 154 is a 2015 Chevrolet Tahoe 4x4. Utilized by the fire inspector, for training and for special events.

Purchase price: \$51,000



Command Vehicle 169 is a 2013 Chevrolet Suburban 4x4. 156 is utilized by the on-duty Chief Officer. It has the capabilities to be set up as a command post for any incident.

Purchase price: \$80,000



Command 168, purchased primarily as a first response and Incident Command vehicle for the Fire Chief. This will ensure that the Chief has a vehicle when responding to calls both within our community and for Mutual Aid response to other communities in the county.

Command 168 is a 2022 Chevy Tahoe utilized by the Fire Chief. It has the capabilities to be set up as a command post for any incident. **Purchase price: \$67,000**

Antique Fire Equipment

The Cedarburg Fire Department has a collection of five pieces of antique apparatus housed in the Station 3 museum. Always a favorite at the parades and shows!

1907 horse-drawn Howe pumper along with a 1907 man-drawn hose cart.
Picture shown below.



- **1956 FWD (now Seagrave Fire Apparatus) Geesink Ladder Truck.** The 85-foot unit was purchased in May 1957. In March 1976 it was empowered with a Detroit G-71 diesel engine. In the spring of 1978, the body and ladder was repainted and refurbished to include an enclosed cab. Original purchase price: \$35,000 In 2002, CFD purchased it back from Bristol FD for \$5,107



- **1928 Pirsch pumper.** Picture above left. Originally purchased new by CFD and then purchased back from other owners and restored.
- **1924 Graham/Dodge pumper.** Picture above right. The first motorized fire truck in the department. Both pumpers are still driveable.

FIRE/EMS STANDBY

Cedarburg Festivals and Other Events

In 2023, CFD members were ready to stand-by during a busy year of community events!

- Maxwell Street Day May 28th 163 Engine and Crew, Ambulance
- Strawberry Festival June 24th & 25th
- Rotary Music Festival July 3rd
- Parade July 4th
- Maxwell Street Day July 9th 163 Engine and Crew, Ambulance
- Fish Day Port Washington July 15th
- County Fair August 2nd thru 6th
- Varsity Football CHS August 18th
- Country in the Burg August 25th and 26th at City Park
- Maxwell Street Day September 3rd 163 Engine and Crew, Ambulance
- Varsity Football CHS September 8th and 22nd
- Wine & Harvest Festival September 16th and 17th
- Tree Climbing Championship @ City Park September 23rd
- Maxwell Street Day October 1st 163 Engine and Crew, Ambulance

In 2023, our EMS and Fire personnel logged **988 hours** standing by for many events. Always ready to respond with our ambulance cart, Fire UTV and bicycle teams to quickly get through the festival crowds.



Public Education and Community Outreach

The Cedarburg Fire Department is committed to providing a range of services to the community to promote safety and preparedness in the event of an emergency. The department offers public education services such as fire safety presentations, smoke detector installations, fire extinguisher training, and emergency response planning guidance for businesses and organizations. Additionally, the department provides CPR and first aid training to individuals and groups. These services equip community members with the knowledge and skills needed to respond to emergency situations.

Public Education Events in 2023:

January 9th	Tour of Fire Station with Thorson Elementary Brownies Troup (11 children / 3 adults)
February 7th	First Aid Presentation for 2 nd grade Brownies Troup (17 children / 3 adults)
March 23rd	Tour of Fire Station with Parkview Elementary Cub Scouts (8 children / 6 adults)
June 2nd	Survive Alive House for Thorson 2 nd Graders (89 children / 8 adults)
June 5th	History Tour of Cedarburg at Station 3 (43 children) Explained the history of CFD, its stations and how the fire service started in 1800s.

October 9th, 10th and 12th “Fire Safety in the Home” Classes:

4K/5K Westlawn Elementary (100 children); Parkview (60 children);
4K Thorson Elementary (40 children); 5K Thorson (25 children / 6 adults)
4K Oriole Lane School (50 children)

October 16th First Aid Presentation for Thorson Girl Scouts to earn Badges (23 girls)

The department also offers **Community Outreach programs** such as ride homes in fire trucks for school auctions, station tours for local groups, open house events, and participation in community events like parades, block parties, and fairs. These activities allow community members to interact with firefighters, learn about fire safety equipment, and gain a better understanding of the department's operations. Through these outreach programs and public education services, the Cedarburg Fire Department demonstrates its commitment to the community's safety and well being.

CFD's Open House was held on May 17th. 40 members of the department were available to talk with residents and visitors, and hand out Fire safety materials, recruitment information.

Safety Town was held on June 22nd. 3 sessions (90 children) came through the station. 9 volunteer members (including 3 Explorers) spent 8.5 hours each guiding the kids thru fire safety. This event is organized by the Cedarburg Junior Women's Club and the Cedarburg Police Department every summer.

This year, Cedarburg hosted **National Night Out on August 1st at Cedar Creek Park.**

Residents of Ozaukee county brought their families to check out our trucks and meet members of the department. Organized by the Cedarburg Police Dept, several emergency organizations were in attendance including a visit from an Army National Guard UH60 Black Hawk helicopter that landed in Behling Field.



2023 Inspection Bureau

The Cedarburg Fire Department Inspection Bureau kept very busy in 2023. The year started out with an audit of our agency conducted by the WI Department of Safety and Professional Services (DSPS). This audit is conducted about every five years and looks at a variety of areas such as inspections, meetings and trainings, public education, and incidents. It is done to ensure we are properly documenting each these areas and that we remain compliant with state regulations to continue receiving funding through the 2% dues program. We are happy to report that the audit confirmed that we are in substantial compliance with state regulations and should continue to receive the 2% dues program funding, which is paramount to meeting our community risk reduction goals. The inspection bureau continued to work through inspections, focusing on some occupancies with a documented history of violations to achieve compliance. With many new building projects and proposals, specifically the Fox Run Development and Brunch, there were a number of plan reviews and inspections completed on new construction in the community. To finish out the year, we completed an update to the City and Town fire codes to mirror each other, while also adopting a new edition of the fire code. Adopting the most recent edition of NFPA 1 will allow us to address new hazards and areas that were not included in the 2012 edition which was adopted by the State of Wisconsin. This will ensure a safer community for all of Cedarburg's residents and visitors in 2024 and beyond.

City Inspections:

Annual: 673

Premise inspections: 40

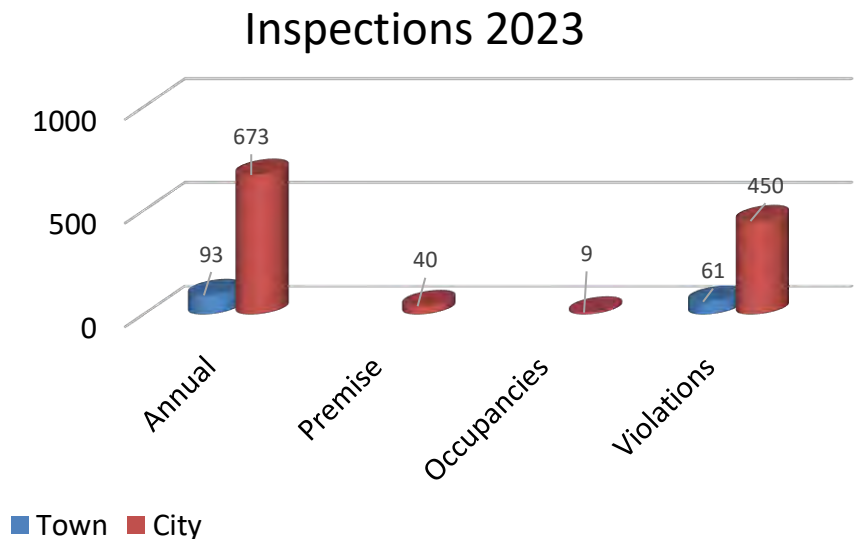
New occupancies: 9

Violations Noted: 450

Town Inspections:

Annual: 93

Violations Noted: 61





Accomplishments in 2023

We are happy to report that the Cedarburg Fire Department fulfilled the following goals for 2023:

- ☐ Worked with the Common Council, City Staff and the Town Board to bring the referendum question to the Common Council and Town Board for approval.
- ☐ Hired our first two full-time Firefighter/Paramedics.
- ☐ Continued to recruit and retain department members, both active and passive.
- ☐ Continued to work with the Police Department and City staff on a new public safety building.

Department Goals for 2024

- ☐ To promote the referendum through public presentations and a social media campaign partnered with Mueller Communications.
- ☐ If the referendum is successful, hire one full-time firefighter/paramedic in July 2024 and transition the Chief's position from part-time to full-time.
- ☐ Continue to work with staff on adding the fire department information and procedures into the City personnel manual and the Police & Fire Commission manual.
- ☐ Work with the Council and the Police Chief to hire an architect to start a space needs study for a possible new fire station.
- ☐ Continue to work creatively to recruit and retain new members of the department.
- ☐ Continue to work on implementation of a computer aided dispatch, (CAD) system in our vehicles.

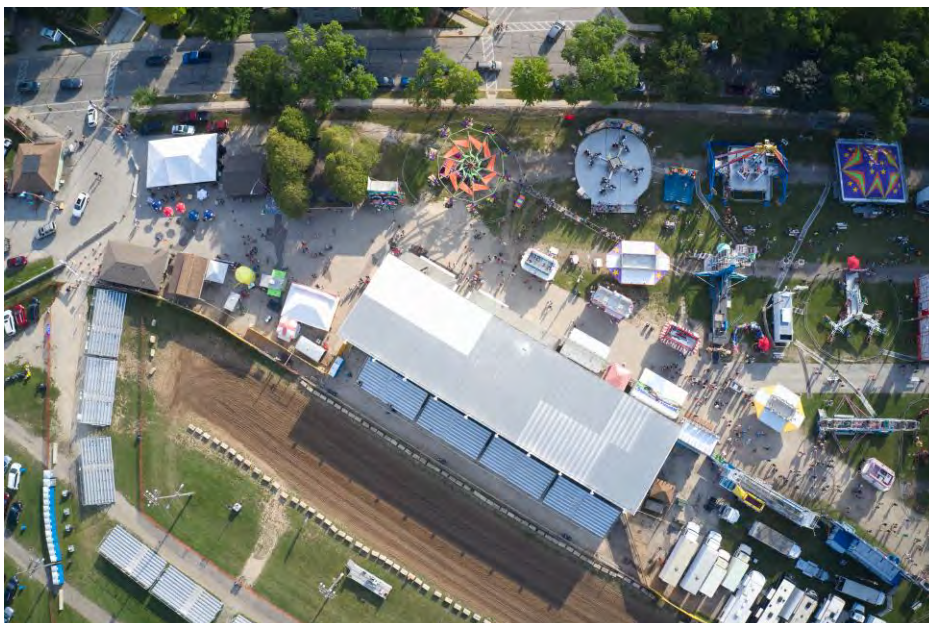
FIREMEN’S PARK, INC

It is worthy to note that Firemen’s Park Inc. is a private non-profit corporation and separate from the Cedarburg Fire Department. However, it is the same group of dedicated volunteers and paid staff that you read about in our annual report. Not only do they volunteer thousands of hours every year for the fire department, but they also put in countless hours of volunteer time raising funds to purchase the vehicles that are then donated to the City. Legally, on paper, they are two separate groups. However in reality, they are one group of people with the same common goal: **Giving back to our community!**

2023 Fundraiser Events Held at Firemen’s Park:

- April 19 Light and Water Recycling Event
- April 15 and 22 Boat/RV/Camper Storage (Removal Spring)
- May 28 Maxwell Street Day
- June 17 “The Pull” Truck & Tractor Event
- July 9 Maxwell Street Day
- July 22 Lion’s Bagfest (Cornhole Tournament)
- July 24 - August 12 County Fair (has Park for set up and tear down)
- August 26 Golden Bulldogs
- September 3 Maxwell Street Day
- September 8-9 Ozaukee Radio Club Fall SwapFest
- October 1 Maxwell Street Day
- October 21 and 28 Boat/RV/Camper Storage (Store during winter)

In 2023, members volunteered more than 2,000 hours at fundraising events, which does not include the many hours of meetings, park maintenance and event planning that is too difficult to count. The Park Board is comprised of honorary, active and passive members, including retired Assistant Chief Bill Koeppen, who took on the role of President of the Park Board this year.



Ozaukee County Fair
August 2023

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.A.

TITLE: Discussion and possible action on the ToAD bike race to be held within the downtown business district in 2025.

ISSUE SUMMARY:

The first “Tour of America’s Dairyland” (ToAD) race was held this year on June 18th. The race organizers will be in attendance to provide additional information on the event and to request to hold the event again on Tuesday, June 24, 2025.

This will continue to be a free event to all spectators, with no cost to taxpayers. All Public Works, Police, and Fire Department fees will be paid by the event organizers. The goal of the event is to continue to showcase our community to a world audience that highlights competitive cycling, while providing civic engagement and economic stimulus.

This one-day event will require the closure of several streets in and near the downtown area as was done this year.

Roads would be closed from 8:00am until 10:00pm on the day of the race.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: PowerPoint

INITIATED/REQUESTED BY: Wilo Cedar Creek Classic race directors

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

KwikTrip

Tour of America's Dairyland

• Wilo USA

• Cedar Creek Classic

• Presented by Mel's Charities

Proposed June 24, 2025

Todd Bugnacki & Daniel DeLone



An event by the community, for the community – all the spokes on the wheel

Churches
High school students
Boy Scouts
Civic groups
Corporate sponsors
Elementary kids
Lemonade stand
Interns
Neighborhood gathers
All ages volunteering
Nonprofits
Businesses
Education
Festivals of Cedarburg Inc



July 8th Council meeting; points of deliberation

- Date: ToAD window is June 19-29, 2025. Wilo Cedar Creek Classic race date – Tuesday, June 24, 2025
- Engage with businesses directly impacted by infrastructure and stage
- Communication plan



Action since July 8th Council Meeting

Engaged with each
Council member

Conversed with the
Mayor

Conversed with the
City Administrator

Followed up with city
services (DPW, Fire
and Police)

Held several meetings
with the businesses
directly impacted by
the stage and race
infrastructure

Presented to the Board
of Mel's Charities

Walked course with
ToAD officials
discussing stage and
infrastructure
placement

Engaged with several
businesses along the
route

Secured interest in a
Cedar Creek Classic
planning committee

Secured additional
sponsorship

Tweaked community
communication plan

Stage and infrastructure options 3+

01

Stage is placed south end of New Fortune, in front of Fischer House and LillyPad; infrastructure placed either in New Fortune/Blanca's Commercial Kitchen parking lot OR on Mill St (west side)

02

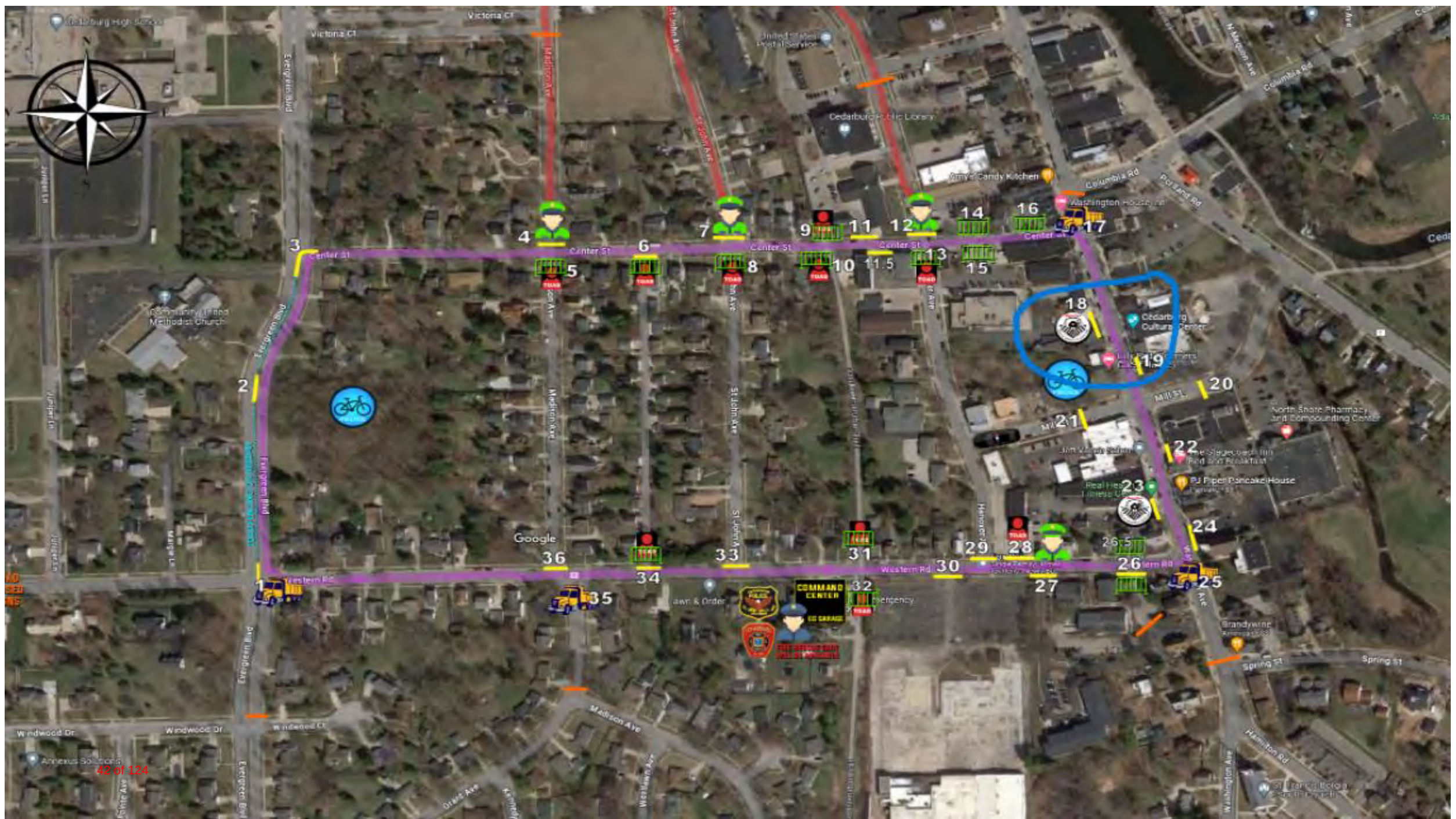
Stage is placed in front of the Student Lounge (east side of street) infrastructure placed on Mill St (east side)

03

Stage is placed to the north of Lime Cantina, on east side of street, with infrastructure placed on corner one - This option is really not a plausible option

Final race route







Stage placement

- Infrastructure placed either on Mill St. west OR in New Fortune/Blanca's Commercial Kitchen parking lot, between Washington and Hanover on southside of lot

General Communication & Marketing Plan

- Radio (2 stations)
- TV (2xs)
- Newspaper articles (5xs)
- Newspaper inserts 5000 (2xs)
- Washington Ave banner
- 3 - 4x6 banners, Hwy 60, Pioneer, and Wauwatosa
- Chamber sign
- Yard signs (50)
- Social media post – Mel's, ToAD, Chamber and sponsors
- Mailings 200 (3xs)
- Door hangers 200
- 44 of 124 ToAD Billboards throughout Milw. area (6)



Four direct business and resident communications

- 60 days out - community mailer #1
- 30 days out - community mailer #2
- 15 days out - door hanger
- 7 days out – community mailer #3



Who is responsible for what?

ToAD

- Contract signee
- Course
- USA Cycling
- Registration
- Advertising
- Medical
- Insurance
- Volunteer training
- Photography
- Emergency Management Plan
- Day of race logistics
- Running race
- Race day communications
- Liaison with EMTs
- Safety and security
- Restrooms for staff and participants

Planning team

- Secure volunteers
- Deploy volunteers
- Sponsorship, donations, advertisers
- Train volunteers
- Safety and security
- Communications with neighbors and businesses
- Restrooms

Local Host

- Contract signee
- Promote races
- Coordinate with planning team
- Determine community event
- Promote merchandise
- Coordinate with local businesses to maximize engagement
- Fiscal manager

City

- Closing and opening streets
- Safety and security
- Normal emergency responses
- Advertising
- Garbage pick up

Community

- Engage with racers and spectators
- Promote
- Open your business
- Have fun



A Community Celebration Worthy of Our Support

- 2025, Tuesday, June 24

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.B.

TITLE: Presentation, discussion, and possible action on future Creekwalk Project

ISSUE SUMMARY: The Cedarcreek Creekwalk has been discussed and partially developed since the first section of it behind the Fire Department was constructed in 1994 as part of Mercury Marines cleanup of the Ruck Pond area. Since then a section off Bridge Road behind Creekside Antiques, Tomaso's, Irish Boutique, and the Shinery along with a section behind Advent Church was constructed in 2007, a section from Columbia Road behind Rebellion Brewery to Cedarcreek Park was constructed in 2011, and a section at the Boyscout Park was completed in 2016. Small portion behind the History museum on Columbia Road was completed in 2024 to add some sitting areas near the creek.

The plan has mostly sat dormant since 2016 but with new ownership of buildings and businesses along the creek the discussions have been revitalized with hopes of completing the final section from Blind Horse Winery to the current path behind Advent Church in late 2025 or early 2026. The cost of completion is estimated at \$1,860,000. Funding for the project would come from donations and through various grants the city would secure for it. No tax funding would be utilized for the construction of the project but city staff time would be utilized for planning for it and for securing donations/grants.

The long-term objective is to enhance the entire creekwalk with ADA accessible paths, improved landscaping, lighting, and ongoing maintenance of it. The estimated annual cost to the city for maintaining the entire creekwalk upon completion is estimated at \$29,200. This includes hiring a full-time seasonal employee from April to September, utilizing part of a full-time employees time for maintenance throughout the year, year-round trash removal and snow removal in the winter months. Additional general maintenance to ensure the creekwalk is properly maintained would include cost of supplies, repair of areas, replacement of equipment/plants, and purchase of plants is estimated around \$12,000 per year. This will vary based on the level of maintenance required and the types of trees/plants utilized for it.

The creekwalk would provide economic stimulus and new urban vibrancy to Cedarburg. It would do so by adding a linear park within the downtown area that provides new opportunities for current/new businesses along with new areas for residents and visitors to enjoy within the city. ("A linear park is an outdoor area that connects landmarks, parks, or open spaces for passive or active recreation. Many linear parks stretch through urban areas and provide much needed greenery. These parks can be built on old transportation infrastructure, greenways, and waterfront areas. As the name suggests, the park's shape is typically much longer than wide. Examples include river walks, wildlife corridors, and connecting trail systems." – productiveparks.com)

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: The Economic Development Board discussed the creekwalk at the August 7th meeting. The board recognizes the potential of the creekwalk as an enhancing asset to Cedarburg. It has the possibility to be a revitalizing draw to residents and visitors. Concerns of the Board include the potential impact it will have on the retail stores, the added cost to current business owners, and the potential for it to draw customers away from Washington Avenue especially from the businesses south of Columbia Road.

BUDGETARY IMPACT: \$9400 Seasonal Employee

\$7,800 partial salary of a full-time staff time for year-round maintenance

\$12,000 annual maintenance supplies

Total: \$29,200 *Estimated after full build of the creekwalk

ATTACHMENTS: None

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.C.

TITLE: Discussion and possible action on bids received for the Hanover Avenue Surface Paving construction contract

ISSUE SUMMARY: The Fox Run Development has progressed to a point where the foundations on all buildings should be installed within the next month. That should end the need for large, tracked equipment on site. The Fox Run developer has requested that the City place the surface layer of asphalt on Hanover Avenue within the Fox Run by the end of the 2024 paving season, and with the progression of the development that request is acceptable to staff.

Staff advertised and received bids for the Hanover Avenue Surface Paving construction contract. A total of three bids were received, with the low bid submitted by Payne and Dolan Inc. Payne and Dolan has successfully completed projects in Cedarburg in the past as well as the previous paving work in Fox Run.

Payne and Dolan's bid was for \$ 58,487.00 and within The TIF budget for this work. The bids were competitive with the next bid coming in at \$63,910.00.

STAFF RECOMMENDATION: Staff recommends award for the Hanover Avenue Surface Paving construction contract to Payne and Dolan Inc., based on their low unit price bid of \$ 58,487.00.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: The Public Works and Sewerage Commission will consider this item at their August 8th meeting.

BUDGETARY IMPACT: \$ 58,487.00 is within the TIF budget of 2.54 million for this work.

ATTACHMENTS: Bid Tabulation

INITIATED/REQUESTED BY: Mike Wieser

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

City of Cedarburg 2024 Hanover Avenue Surface Paving 2024-06 - Bid Tab

				Payne & Dolan Inc.		Stark Pavement Corp		Wolf Paving	
Item #	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 3,110.00	\$ 3,110.00	\$ 3,800.00	\$ 3,800.00
2	Traffic Control	LS	1	\$ 600.00	\$ 600.00	\$ 3,110.00	\$ 3,110.00	\$ 3,990.00	\$ 3,990.00
3	Milling Asphalt Wedges	LS	1	\$ 3,350.00	\$ 3,350.00	\$ 3,110.00	\$ 3,110.00	\$ 8,200.00	\$ 8,200.00
4	Tack Coat	GAL	370	\$ 2.35	\$ 869.50	\$ 3.00	\$ 1,110.00	\$ 3.50	\$ 1,295.00
5	1.75" Hot Mix Asphalt 5LT 58-28S	TON	525	\$ 87.90	\$ 46,147.50	\$ 90.00	\$ 47,250.00	\$ 94.80	\$ 49,770.00
6	1.5"-2" Manhole Paving Rings	EA	20	\$ 255.00	\$ 5,100.00	\$ 257.00	\$ 5,140.00	\$ 340.00	\$ 6,800.00
7	1"-2" Valve Box Paving Rings	EA	18	\$ 40.00	\$ 720.00	\$ 60.00	\$ 1,080.00	\$ 55.00	\$ 990.00

Payne & Dolan Inc.	Stark Pavement Corp	Wolf Paving
Total = \$ 58,487.00	Total = \$ 63,910.00	Total = \$ 74,845.00

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.D.

TITLE: Discussion and possible action on bids received for the 2024 Micro Surfacing Project construction contract

ISSUE SUMMARY: This is a pilot project for Micro Surfacing in the City and is being planned for Mulberry Avenue from Windwood Drive to Buchanan Street. Micro surfacing consists of applying a mixture of polymer modified asphalt emulsion, aggregate, mineral filler, additives, and water to the surface of a properly prepared roadway surface. The treatment is applied at approximately 3/8" thick and can fill cracks up to one inch in depth. Micro surfacing protects the pavement against oxidation and water intrusion and can add 7 to 10 years to a pavement's lifespan.

Staff advertised and received bids for the 2024 Micro Surfacing Project. A total of 2 bids were received with the low bid of \$20,960.00 being submitted by Fahrner Asphalt Sealers, LLC. Fahrner's bid was approximately \$4,000 below the engineer's estimate and within budget

STAFF RECOMMENDATION: Staff recommends awarding the 2024 Micro Surfacing Project contract to Fahrner Asphalt Sealers, LLC based on their low unit price bid of \$20,960.00.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: The Public Works and Sewerage Commission will consider this item at their August 8th meeting.

BUDGETARY IMPACT: This will come out of the \$60,000 that was budgeted for the Asphalt Repairs.

ATTACHMENTS: Bid tabulation

INITIATED/REQUESTED BY: Mike Wieser

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

City of Cedarburg 2024 Micro Surfacing Project 2024-05 - Bid Tab

				Fahrner Asphalt Sealers, Inc		Struck & Irwin Paving, Inc.	
Item #	Description	Units	Quantity	Unit Price	Total	Unit Price	Total
1.	Traffic Control	LS	1	\$500.00	\$500.00	\$496.00	\$496.00
2.	Micro surfacing	SY	6,200	\$3.30	\$20,460.00	\$3.95	\$24,490.00

Fahrner Asphalt Sealers, Inc	Struck & Irwin Paving, Inc.
Total= \$20,960.00	Total = \$24,986.00

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.E.

TITLE: Discussion and possible action on bids received for the 2024 Asphalt Pavement Repair Program construction contract

ISSUE SUMMARY: Staff advertised and received bids for the 2024 Asphalt Pavement Repair Program. This year's program involves the resurfacing of approximately 900 square yards of the deteriorated asphalt on Portland Road, Windwood Drive, Wilson Street, and Fox Pointe Avenue. The surface layer of asphalt has deteriorated in these areas, and the best fix is to mill and overlay the top 2-1/2-inches of asphalt.

A total of 5 bids were received with the low bid of \$29,820.00 being submitted by Parking Lot Maintenance Inc. PLM's bid was just above the engineer's estimate and \$800 below the next lowest bid price. PLM has successfully completed projects in the City in the past.

STAFF RECOMMENDATION: Staff recommends awarding the 2024 Asphalt Pavement Repair contract to Parking Lot Maintenance based on their low unit price bid of \$29,820.00.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: This will come out of the \$60,000 that was budgeted for the Asphalt Repairs.

ATTACHMENTS: Bid tabulation

INITIATED/REQUESTED BY: Mike Wieser

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

City of Cedarburg 2024 Asphalt Pavement Repair Project 2024-07 - Bid Tab

Item #	Description	Units	Quantity	Parking Lot Maintenance, Inc.		Poblocki Paving Corp.		Stark Pavement Corp.		Payne & Dolan Inc.		Wolf Paving Co., Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	LS	1	\$2,127.00	\$2,127.00	\$2,850.00	\$2,850.00	\$4,400.00	\$4,400.00	\$3,200.00	\$3,200.00	\$9,950.00	\$9,950.00
2	2.5" Mill & Overlay	SY	900	\$30.77	\$27,693.00	\$30.90	\$27,810.00	\$38.50	\$34,650.00	\$43.50	\$39,150.00	\$40.50	\$36,450.00
TOTAL					\$29,820.00		\$30,660.00		\$39,050.00		\$42,350.00		\$46,400.00

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.F.

TITLE: Discussion and possible action on hiring Vierbicher Associates Inc. to provide professional consulting services for creating a housing report.

ISSUE SUMMARY: The City is currently in the process of updating the Smart Growth Comprehensive Land Use Plan. A critical element of that plan is housing. Vierbicher Associates will assist the City in compiling city, regional, state, and nation housing data that will be incorporated into a housing report which will assist the City with the update. See attached proposal for scope of work.

STAFF RECOMMENDATION: Staff recommends hiring Vierbicher in the amount not to exceed \$3,500

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: \$3,500

ATTACHMENTS: Vierbicher Proposal

INITIATED/REQUESTED BY: Mary Censky, City Planner; Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mary Censky, City Planner; Mikko Hilvo, City Administrator



201 E. Main Street, Suite 100
Reedsburg, WI 53959
(800) 261-6468 Toll-Free
www.vierbicher.com

July 30, 2024

Mary Censky, Planner
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Re: Agreement to Provide Professional Consulting Services for Creating a Housing Report

Dear Mary,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Professional Consulting Services to the City of Cedarburg (Client), to create and present a housing report in support of the Comprehensive Plan update currently underway in the City. All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City of Cedarburg is currently in the process of updating its Comprehensive Plan. A critical element of that plan is housing. City staff has requested assistance in compiling city, regional, state and nation housing data for use by the Consultant to incorporate into a housing report. The Housing Report would include definitions, analysis, trends and best practices observed in the housing market. The report will also include suggested goals and policies for consideration in the Housing element of the City's comprehensive plan.

II. SCOPE OF SERVICES

A. General

Consultant shall provide professional consulting services to aggregate housing data from the city, region, state and national sources. Additionally the Consultant will draft a housing report. The Housing Report would include definitions, analysis, trends and best practices observed in the housing market. The Consultant will work in coordination with Client staff and designated stakeholders.

B. Specific Services Provided by Consultant

1. Update of Housing Element of Comprehensive Plan:

a) Data Collection Meeting:

Consultant shall facilitate a virtual meeting with the City Planner to identify data elements collected for the comprehensive plan update. Additional data collection needs will be identified and responsibility assigned.

b) Data Collection, Aggregation & Analysis:

Consultant shall collect regional, state and national housing data identified in data collection meeting. Consultant shall aggregate this data with that provided by the Client. Consultant shall complete analysis of data to identify trends, strengths, challenges, and opportunities in the Cedarburg housing market. The analysis will provide a current view and a future projection using the aggregated data.

c) Document Drafting:

Consultant shall draft the Housing report for review by City staff. Recommended edits will be incorporated into a final document and presentation.

d) Joint City Council & Plan Commission Meeting/Presentation:

Consultant shall provide a final housing report to the City Council and Plan Commission. The Consultant shall present the report, findings, and recommendations to a joint session of the City Council and the Plan Commission. The consultant will be prepared to address questions from the joint session

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

A. In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

1. Comprehensive Plan update
2. Site Plannig
3. Funding Applications

IV. INFORMATION PROVIDED BY OTHERS

A. In order to complete our scope of services, the following information shall be provided by others:

1. Client shall provide imperical data collected for the comprehensive plan update including:
 - a) Housing Data (new units & type, razed units, cost)
 - b) Demographic Data (current population age groups, projected population trends)
 - c) Income Data (MHI, LMI)
 - d) Local Workforce Wage Data (School District, City, Hosiptial/Clinic, Dental, other major employers)
 - e) Permit Data (last 5 years)

V. SCHEDULE

A. The preliminary schedule for the project activites are as follows. The schedule will be reviewed and updated throughout the process.

Activity	Date
1. Authorization to Proceed	August 12, 2024
2. Housing Report	August 13 – September 30 2024
3. Joint City Council & Plan Commission	October 14, 2024

VI. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Andrew R Kurtz, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Andy.

The Client designates Mary Censky, City of Cedarburg Planner, as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VII. FEES

A. The estimated fees to provide the scope of services described herein is as follows. The actual fee shall be based on actual time and expenses incurred.

1. Cedarburg Housing Report.....\$ 3,500

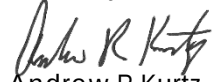
B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference and shall apply to this project:

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Andrew R Kurtz
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

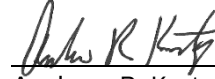
Client

Mary Censky, Planner
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Date

Witness

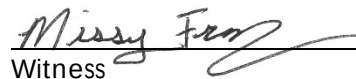
Consultant



Andrew R. Kurtz, Planning & Community
Development Manager
Vierbicher Associates, Inc.
201 E. Main St, Suite 100
Reedsburg, Wisconsin 53959

July 30, 2024

Date



Witness

© Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the net fee received by the Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the

construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

- c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant

specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.G.

TITLE: Discussion and possible action on approving a proposal for Traffic Planning and Access Study for the City and Town of Cedarburg.

ISSUE SUMMARY: As the City and Town of Cedarburg are both at various stages of updates to their Comprehensive Plans, staff from the City and Town met in an effort to discuss traffic impacts and the idea of a joint traffic study for STH 60 corridor from Horns Corners Road to Keup Road, Washington Avenue South of STH 60, and CTH I south of STH 60. Staff determined that this could be useful to envision the area as a whole, not just as a snapshot of individual projects. Developers would still be required to conduct their own Traffic Impact Analysis.

Scope of Service & Costs:

- 1) Identify the future typical sections of the major public roadways and the traffic control and geometry (including roundabouts) at the major intersections in the study area needed to accommodate the planned developments. Since WIS 60 is a state highway and the ultimate roadway design is controlled by WisDOT, the project goal is to understand what the corridor might look like, and how to plan the developments around it.
- 2) Develop an access plan for the WIS 60 corridor that can be shared with developers to guide their site planning process. WIS 60 access is controlled by WisDOT, and therefore the access plan will need concurrence from WisDOT.
- 3) Estimate the geometry of the development access intersections with the public street network based on planned or assumed development plans. It should be stressed this is intended to only provide a preliminary assessment of the intersection geometry and traffic control for planning purposes. The City and Town will need to decide which projects will be required to complete TIAs for their proposed projects. See the attached scope for full details. The cost is proposed to be split 2/3 City of Cedarburg and 1/3 Town of Cedarburg.

*see attached scope for full details.

STAFF RECOMMENDATION: Staff recommends hiring R.A. Smith in the amount not to exceed \$30,507

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT:

Total cost:	\$45,760
City Share:	\$30,659.20 (Use of contingency reserve funds)
Town Share:	15,100.80

ATTACHMENTS: R.A. Smith Proposal

INITIATED/REQUESTED BY: Mary Censky, City Planner; Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mary Censky, City Planner; Mikko Hilvo, City Administrator

July 30, 2024

Mr. Mikko Hilvo
City Administrator
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Re: Proposal for Traffic Planning and Access Study
City of Cedarburg and Town of Cedarburg, Wisconsin

Dear Mr. Hilvo:

raSmith appreciates the opportunity to work with the City of Cedarburg for their traffic planning and access study. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Project Understanding

The City of Cedarburg and Town of Cedarburg have significant planned and anticipated development along the WIS 60 corridor and on many of the side streets between Horns Corners Road to Keup Road. The communities would like to conduct a comprehensive traffic study of the greater area to achieve the following goals:

1. Identify the future typical sections of the major public roadways and the traffic control and geometry (including roundabouts) at the major intersections in the study area needed to accommodate the planned developments. Since WIS 60 is a state highway and the ultimate roadway design is controlled by WisDOT, the project goal is to understand what the corridor might look like, and how to plan the developments around it.
2. Develop an access plan for the WIS 60 corridor that can be shared with developers to guide their site planning process. WIS 60 access is controlled by WisDOT, and therefore the access plan will need concurrence from WisDOT.
3. Estimate the geometry of the development access intersections with the public street network based on planned or assumed development plans. It should be stressed this is intended to only provide a preliminary assessment of the intersection geometry and traffic control for planning purposes. Each development will be responsible for conducting traffic impact analysis (TIA) studies as part of their approval process to define their improvement needs.

Scope of Services

The scope of services is proposed to address the three overarching goals noted in the Project Understanding.

Study Area

The project study area will include the following roadway segments:

- WIS 60 from Horns Corners Road to Keup Road
- Washington Avenue from WIS 60 to Bridge Road
- Sheboygan Road (County I) from WIS 60 to Washington Avenue

The project study area will include the following intersections:

- WIS 60 intersections with:
 1. Horns Corners Road
 2. Washington Avenue (County NN)/Covered Bridge Road (Five Corners)
 3. Sheboygan Road

Mr. Mikko Hilvo
City Administrator
City of Cedarburg
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- 4. Keup Road
- Washington Avenue intersections with:
 - 5. North Wauwatosa Road (WIS 181)/Sycamore Drive (3 intersections)
 - 6. Sheboygan Road
 - 7. Bridge Road

Data Collection

- The City and Town will identify anticipated future development within the general project area. The development data provided by the municipalities should include specific location information (i.e., parcels outlined or highlighted on an aerial), proposed land use types, size of each land use (i.e., number of dwelling units, square footage), estimated opening year (by phase if phased), and development status (i.e., approved, proposed, planned, potential).
- raSmith will compile available 24-hour annual average daily traffic (AADT) from WisDOT
- raSmith will utilize weekday intersection turning movement counts from WisDOT at the following study area intersections:
 - 1. WIS 60 intersection with Washington Avenue/Covered Bridge Road (Five Corners)
 - 2. WIS 60 intersection with Sheboygan Road
 - 3. WIS 60 intersection with Keup Road
- raSmith will collect weekday intersection turning movement counts 6:00 to 9:00 am and 3:00 to 6:00 pm at the following study area intersections:
 - 1. WIS 60 intersection with Horns Corners Road
 - 2. Washington Avenue intersection with North Wauwatosa Road (WIS 181)/Sycamore Drive (3 intersections)
 - 3. Washington Avenue intersection with Sheboygan Road
 - 4. Washington Avenue intersection with Bridge Road
- raSmith will collect geometrics and traffic control at the study area intersections. Roadway typical sections and speed limits will be collected along the study area roadway segments
- Compile planned roadway improvements in the study area as provided by the City, Town, WisDOT and SEWRPC.

Land Use Assessment

- raSmith will summarize the planned, proposed and anticipated developments within the City and Town, and provide this summary to SEWRPC
- SEWRPC will compare the land use assumptions included in their Year 2050 regional model to the development summary provided by raSmith
- Assuming the land use assumptions differ, SEWRPC will create a regional sub-model incorporating the City and Town developments.
- These two land use models will form the basis of the traffic forecasts.

Future Traffic Volumes

- SEWRPC to develop Year 2050 weekday daily traffic forecasts along the study area roadways and peak hour turning movement traffic forecasts at the study area intersections for the following four scenarios:
 - a. Existing roadway alignments and current SEWRPC land use assumptions
 - b. Existing roadway alignments and land use assumptions reflective of the City's and Town's development plans
 - c. Potential roadway/intersection geometrics/alignments and current SEWRPC land use assumptions

- d. Potential roadway/intersection geometrics/alignments and land use assumptions reflective of the City's and Town's development plans.
- SEWRPC noted WisDOT will be involved in the traffic forecasting effort. raSmith will coordinate with both agencies during the forecast development task.
- raSmith will calculate the weekday daily, weekday morning peak hour, weekday evening peak hour and Saturday midday peak hour trips expected to be generated by each of the future developments identified by the City and Town.
- raSmith will assign the weekday peak hour trips for each development at their respective access roadways. The development trips will NOT be assigned throughout the entire study area roadway network.

Traffic Analysis

- Since the goal of the project is to identify potential roadway typical sections, intersection footprints and access windows, the traffic analysis will focus on the highest volume conditions.
- raSmith will analyze the seven public street study area intersections during the weekday morning and evening peak hours of one of the following scenarios with the highest design year forecast traffic volumes.
 - a. Existing roadway alignments and current SEWRPC land use assumptions
 - b. Existing roadway alignments and land use assumptions reflective of the City's and Town's development plans
- raSmith will analyze the WIS 60 intersections with Washington Avenue with the higher future traffic volumes generated by the land use scenarios and the potential intersection geometry/alignment.
- raSmith will analyze the development access roadways/driveways along the study area roadways during the weekday morning and evening peak hours for the Year 2050 high traffic volume scenario. The access analysis will be based on the SEWRPC forecasts for the mainline roadways and the development's trip generation assignment on the access roadways.
- raSmith will identify potential geometric and traffic control improvements for the future design year conditions to allow all intersections to operate safely and efficiently, including the development driveways. It should be noted these are preliminary improvement assessments to aid in planning, and they should not be considered recommendations.
- raSmith will identify potential intersection traffic control changes, but signal warrant analyses and WisDOT's formal Intersection Control Evaluations (ICE) will not be conducted.

Access Plan

- raSmith will recommend access "windows" along the public streets for each development based on the following factors:
 - a. Abutting roadway functional classification
 - b. Abutting roadway forecast traffic volumes, typical section and speed limit
 - c. Development size, land uses and intensity, including peak hour traffic volumes
 - d. Adjacent intersection spacing, traffic control and anticipated operations
 - e. Intersection functional area

Report

raSmith will summarize the methodology, findings and recommendations in a Draft report for submittal to the City and Town. raSmith will address the City's and Town's comments and submit a Final report to both agencies. The report will include the access plan map that can be shared and discussed with WisDOT.



Mr. Mikko Hilvo
City Administrator
City of Cedarburg
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Meetings

raSmith will attend up to three meetings with the City, Town and/or WisDOT to discuss the study. It is anticipated two of the meetings would be virtual.

Study Assumptions

raSmith assumes the following for the purposes of this study:

- The study will include up to eight developments identified by the City and Town for purposes of trip generation, trip assignments, and intersection analysis.
- The trip generation, trip assignment and analysis will only be conducted for one site plan/concept plan per development.
- raSmith will assign and analyze traffic at up to two access roadway intersections per development.

Completion Schedule

raSmith anticipates the following project schedule based on a mid-August start date:

- August-September: Collect and compile development, roadway and traffic data.
- September-October: Develop Future Traffic Forecasts. SEWRPC indicated they would need up to eight weeks to complete the forecasts and their primary modeler would be on leave for the month of August.
- November: Traffic Analysis
- December: Preliminary Findings and Draft Report Submittal
- January 2025: Final Report Submittal

Professional Fees

The above services will be provided for a lump sum fee of \$45,760, including expenses.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 180 days.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

Sincerely,
raSmith

Patrick E. Hawley, P.E., PTOE, RSP
Transportation Assistant Division Director

Enclosures: Professional Services Agreement - Contract

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PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

("Project").

Professional's services under this Agreement are generally identified as follows:

("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 **Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 **Lien Notice**

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____



CITY OF CEDARBURG
W63 N645 Washington Avenue
P.O. Box 49
Cedarburg, WI 53012
Phone: (262) 375-7606
Fax: (262) 375-7906

APPLICATION FOR AMPLIFIED MUSIC/SOUND IN AN OUTDOOR ALCOHOL BEVERAGE SEATING AREA

In accordance with Section 7-2-17 of the Code of Ordinances of the City of Cedarburg, the undersigned makes application for outdoor amplified sound and music in an outdoor alcohol beverage seating area (beer garden). Applicants must be Outdoor Alcohol Beverage License holders.

\$250 annual application fee due at the time of application. The permit period is January 1 – December 31.

Name of Business: Turnhall Financial Group

Address: 236 Hamilton Road, Cedarburg WI 53012

Agent or Person in Charge: Brandon Tschacher

Phone Number: 414-690-2933

I agree to comply with Section 7-2-17 of the City Code (see attached) and all laws, ordinances, rules, regulations, and penalties associated with issuance of this permit.

SIGNED: Brandon Tschacher

DATE: 7/23/2024

Date Filed: _____

Paid: _____

Permit Issued: _____

Date copy sent to Police Dept.: _____

CITY OF CEDARBURG

MEETING DATE: August 12, 2024

ITEM NO: 8.I.

TITLE: Discussion and possible action on Newmark Broker Services Contract.

ISSUE SUMMARY: Newmark Commercial Brokers, Mitchel Starczynski and Curt Pitzen, currently represent the City for the sale of land within the HWY 60 Business Park. They have been working with a potential tenant for the park but the tenant is looking to make an offer on land that is not in the business park but adjacent to it and within the City. There are several items that need to be discussed and negotiated before an offer is made. The current contract with Newmark does not include any properties outside of the business park so they have provided a new contract specifically to work with the tenant and the City to negotiate the land sale. The attached contract would provide a commission of \$7000 to Newmark upon closing of the land sale. List price for the property would be \$89,900/acre. The property being discussed is +/- 1.9 acres.

STAFF RECOMMENDATION: Staff recommends approving the single party vacant land listing contract with Newmark.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: Positive upon the sale of the property and future revenue towards TID #6.

ATTACHMENTS: Newmark Single Party Vacant Land Listing Contract, Draft drawing of the proposed land requested for future business use

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: Hilltop Drive (Tax Key # 13-264-0000.002)

3 in Section _____ in the City of Cedarburg, County of Ozaukee,

4 Wisconsin. Insert additional description, if any, at lines 323-353 or attach as an addendum per lines 354-355.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-10, and
6 the following items: None

7 _____
8 _____

9 ■ **NOT INCLUDED IN LIST PRICE:** Seller's and/or Tenant's personal property

10 _____
11 **CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
12 lessor. (See lines 249-254).

13 ■ **LIST PRICE:** _____ Dollars (\$ 89,900/Acre).

14 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
15 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
16 agreements or conservation easements, (county, state or federal): _____

17 _____
18 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE ONE
19 has been assessed as agricultural property under use value law.

20 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
21 _____

22 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
23 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
24 _____

25 ■ **RIGHT OF FIRST REFUSAL:** There ~~(is)~~ (is not) STRIKE ONE a right of first refusal on part or all of the Property.

26 ■ **ZONING:** Seller represents that the property is zoned: M-3 Business Park

27 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
28 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____

29 _____; gas _____; municipal sewer _____;

30 municipal water _____; telephone _____;

31 cable _____; other _____

32 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.

33 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 6-8 during the term
34 of this Listing. The marketing may include: _____

35 _____

36 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____

37 _____

38 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 183-189 regarding the
39 Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees
40 that the Firm and its agents may market other properties during the term of this Listing.

41 **CAUTION:** Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.

42 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
43 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.

44 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

45 **NOTE:** If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.

46 The following other buyers _____

47 _____ are excluded from this Listing until _____

48 **[INSERT DATE]** These other buyers are no longer excluded from this Listing after the specified date unless, on or before
49 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

50 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such as
51 subagents and buyer's firms: To be determined by MLG Commercial, LLC dba Newmark

52 (Exceptions if any): _____

53 There is no standard market commission rate. Commissions and types of service may vary by firm and are
54 negotiable based on the firm you hire. Compensation to others may be offered to firms acting as subagents
55 and firms representing buyers as incentive to participate in the sale of firms' listings through multiple listing
56 services or in compensation agreements.

57 **COMMISSION** Seller and the Firm agree the Firm's commission shall be \$7,000.00 to be paid at Closing.

58

59 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 60 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 - 61 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 - 62 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 - 63 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
 - 64 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 - 65 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 - 66 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 - 67 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
- 68 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
- 69 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
- 70 divorce judgment.

71 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date

72 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

73 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 74 • Under 1) or 2) the total consideration between the parties in the transaction.
- 75 • Under 3) or 4) the list price if the entire Property is involved.
- 76 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
- 77 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
- 78 which there was an effective change in ownership or control.
- 79 • Under 5) the total offered purchase price.

80 NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining

81 Property.

82 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to

83 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of

84 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any

85 offer to purchase or contract.

86 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions

87 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial

88 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real

89 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not

90 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

91 **DISCLOSURE TO CLIENTS**

92 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe

93 certain duties to all parties to a transaction:

- 94 (a) The duty to provide brokerage services to you fairly and honestly.
- 95 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 96 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
- 97 unless disclosure of the information is prohibited by law.
- 98 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
- 99 information is prohibited by law. (See lines 255-258.)
- 100 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
- 101 confidential information or the confidential information of other parties. (See lines 158-174.)
- 102 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 103 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
- 104 advantages and disadvantages of the proposals.

105 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.

106 A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

- 107 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
- 108 your transaction, unless you release the firm from this duty.
- 109 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
- 110 Facts.
- 111 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
- 112 that are within the scope of the agency agreement.
- 113 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 114 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
- 115 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
- 116 advice is contrary to your interests.

If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.

■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to do so by law.

■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent may represent more than one client in a transaction.

■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

☒ The same firm may represent me and the other party as long as the same agent is not representing us both. (multiple representation relationship with designated agency)

☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different agents are involved. (multiple representation relationship without designated agency)

☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple representation relationships)

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 255-258).

2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 170-172). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: None.

NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents): All that is known by Broker about the property

175 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 176 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 177 subagents (other firms engaged by the Firm - see lines 148-152) and firms representing buyers. Cooperation includes
 178 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 179 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 180 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
 181 _____
 182 _____

183 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 184 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 185 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 186 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 187 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 188 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 189 who view the Property with Seller during the term of this Listing.

190 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 191 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 192 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 193 CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the
 194 lease(s) unless released by tenants.

195 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 196 the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution
 197 instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.
 198 Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the
 199 Parties add such in Additional Provisions or in an Addendum.

200 NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.

201 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 202 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 203 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 204 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 205 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 206-214).

206 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 207 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 208 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 209 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 210 and the Firm agree that any termination of this Listing by either party before the date stated on line 357 shall be
 211 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 300-322 and effective
 212 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 300-322.

213 CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to
 214 potentially be liable for damages.

215 **VACANT LAND DISCLOSURE REPORT** ~~Seller agrees to complete the vacant land disclosure report provided by the~~
 216 ~~Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after~~
 217 ~~completion of the report but before acceptance of a buyer's offer to purchase.~~ Seller authorizes the Firm and its agents to
 218 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 219 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

220 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 221 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 222 disclosure report.

223 WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR
 224 DAMAGES AND COSTS.

225 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 226 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 227 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 228 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 229 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 230 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 231 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 232 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be

present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 323-353 or in an addendum per lines 354-355.

DEFINITIONS

■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 1) Significantly and adversely affecting the value of the Property;
- 2) Significantly reducing the structural integrity of improvements to real estate; or
- 3) Presenting a significant health risk to occupants of the Property.

b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 206-214) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 201-205.

■ **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

■ **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

354 **ADDENDA** The attached addenda **Seller Disclosure Report-Vacant Land**
 355 _____ is/are made part of this Listing.
 356 **TERM OF THE CONTRACT** From the 18th day of July, 2024, up
 357 to the earlier of midnight of the 18th day of January, 2025, or the conveyance
 358 of the entire Property.

359 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
 360 sent via email. Funds wired to a fraudulent account are often impossible to recover.

361 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
 362 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
 363 communications are convincing and professional in appearance but are created to steal your
 364 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
 365 source.

366 **DO NOT** initiate ANY wire transfer until you confirm wiring instructions **IN PERSON** or by **YOU**
 367 calling a verified number of the entity involved in the transfer of funds. Never use contact
 368 information provided by any suspicious communication.

369 Real estate agents and Firms **ARE NOT** responsible for the transmission, forwarding, or
 370 verification of any wiring or money transfer instructions.

371 BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND
 372 THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS
 373 INCORPORATED INTO THE LISTING.

374 (x) _____
 375 Seller's Signature ▲ Print Name } _____ Date ▲ _____

376 (x) _____
 377 Seller's Signature ▲ Print Name } _____ Date ▲ _____

378 (x) _____
 379 Seller's Signature ▲ Print Name } _____ Date ▲ _____

380 (x) _____
 381 Seller's Signature ▲ Print Name } _____ Date ▲ _____

382 **City of Cedarburg**
 383 Seller Entity Name (if any) Print Name ▲ _____

384 (x) _____
 385 Authorized Signature ▲ _____ Date ▲ _____
 386 Print Name & Title } **Tracie Sette, City Clerk**

387 **MLG Commercial, LLC d/b/a Newmark**
 388 Firm Name ▲ _____

389 (x) _____
 390 Agent's Signature ▲ Print Name } **Mitchell Starczynski** Date ▲ _____

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Hilltop Drive (Tax Key #
13-264-0000.002) IN THE City
(CITY) (VILLAGE) (TOWN) OF Cedarburg, COUNTY OF
Ozaukee STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

	YES	NO	N/A
B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?	☐	☐	☐
B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?	☐	☐	☐
B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☐	☐
B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems?	☐	☐	☐
B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☐	☐
B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?	☐	☐	☐
B7. Explanation of "yes" responses _____			

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

	YES	NO	N/A
C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.)	☐	☐	☐
C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	☐	☐	☐
C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?	☐	☐	☐
C4. Are you aware of a joint well serving this property?	☐	☐	☐
C5. Are you aware of a defect relating to a joint well serving this property?	☐	☐	☐
C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	☐	☐	☐
C7. Explanation of "yes" responses _____			

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	☐	☐	☐
D2. Are you aware of pending special assessments?	☐	☐	☐
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☐	☐
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	☐	☐	☐
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	☐	☐	☐
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	☐	☐	☐
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to any subdivision homeowners' associations, or other homeowners' associations?	☐	☐	☐
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☐	☐
E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?	☐	☐	☐
E4. Are you aware of any zoning code violations with respect to the property?	☐	☐	☐
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☐	☐
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☐	☐
E7. Are you aware of restrictive covenants or deed restrictions on the property?	☐	☐	☐
E8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	☐	☐	☐
E8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	☐	☐	☐
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☐	☐
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☐	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☐	☐

	YES	NO	N/A
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☐	☐
E11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information.	☐	☐	☐
E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☐	☐
E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☐	☐
E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	☐	☐	☐
E15. Are you aware there is not legal access to the property?	☐	☐	☐
E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☐	☐
E17. Are you aware of a written agreement affecting riparian rights related to the property?	☐	☐	☐
E18. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.	☐	☐	☐
E19. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	☐	☐	☐
E20. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?	☐	☐	☐
E21. Are you aware of existing or abandoned manure storage facilities located on the property?	☐	☐	☐
E22. Are you aware that all or part of the property is enrolled in the managed forest land program? The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html .	☐	☐	☐
E23. Explanation of "yes" responses _____			

F. ADDITIONAL INFORMATION

	YES	NO	N/A
F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	☐	☐	☐
F1a. Are you aware if there is internet service available to property? If so, which provider? _____	☐	☐	☐
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	☐	☐	☐
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	☐	☐	☐
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	☐	☐	☐
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	☐	☐	☐
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	☐	☐	☐
a. Electricity _____	☐	☐	☐
b. Municipal water _____	☐	☐	☐
c. Telephone _____	☐	☐	☐
d. Cable television _____	☐	☐	☐
e. Natural gas _____	☐	☐	☐
f. Municipal sewer _____	☐	☐	☐
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☐	☐
F7a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	☐	☐	☐
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, including infestation impacting trees; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	☐	☐	☐
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	☐	☐	☐
F10. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	☐	☐	☐
F11. The owner has owned the property for _____ years.			
F12. Explanation of "yes" responses _____			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

Parcel Information



Attribute	Value	Category	Score	Weight	Weighted Score
Year Released	2015	Age	500000000	1.0	500000000
Genre	Comedy	Genre	500000000	1.0	500000000
Cast	Tom Hanks, Robin Williams, Julia Roberts	Cast	500000000	1.0	500000000
Director	James L. Brooks	Director	500000000	1.0	500000000
Runtime	118 min	Runtime	500000000	1.0	500000000
Box Office	\$1.2 billion	Box Office	500000000	1.0	500000000
Critic Reviews	85%	Critic Reviews	500000000	1.0	500000000
Audience Reviews	88%	Audience Reviews	500000000	1.0	500000000
Awards	3 wins	Awards	500000000	1.0	500000000
Recommendation	92%	Recommendation	500000000	1.0	500000000

UNITED NATIONS POPULATION DIVISION

Figure 6



DISCLAIMER: This paper is not a substitute for an actual field exercise or lecture presentation. This presentation is designed to be used by the reader as a resource for more information.



**CITY OF CEDARBURG
COMMON COUNCIL
JULY 8, 2024**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, July 8, 2024, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

Mayor Patricia Thome called the meeting to order at 7:00 p.m. A moment of silence was observed. The Pledge of Allegiance was recited.

Roll Call: Present - Mayor Patricia Thome, Council Members Jim Fitzpatrick, Kevin Curley, Mark Mueller, Robert Simpson, Melissa Bitter, Kristian Lindo, Kristin Burkart (via Zoom at 7:45)

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, City Planner Mary Censky, Police Chief Michael McNerney, Police Captain Joseph Kell, and interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

At Mayor Thome'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

UPDATE ON THE 2024 WILO CEDAR CREEK CLASSIC BIKE RACE PRESENTED BY MEL'S CHARITIES WITH DISCUSSION AND POSSIBLE ACTION ON A FUTURE RACE TO BE HELD WITHIN THE DOWNTOWN BUSINESS DISTRICT IN 2025

A presentation was made to the Common Council by the Tour of America's Dairyland bike race organizers providing feedback about the 2024 Wilo Cedar Creek Classic Bike Race. The feedback was overall very positive. There were a few glitches that need to be fixed for next year, should the 2025 bike race be approved. There was a lengthy discussion by the Council members which included feedback from residents who attended the meeting.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve the 2025 bike race for June 24, 2025. Motion failed with Council Members Bitter, Lindo, Curley, and Burkart voting nay.

A motion was made by Council Member Bitter, seconded by Council Member Lindo, to postpone action to a future meeting with special emphasis on the staging plan and the communication plan with those along the route. Motion carried without a negative vote.

PRESENTATION AND DISCUSSION ON HIRING ADDITIONAL POLICE OFFICERS IN 2025.

Police Chief McNerney is requesting to hire two additional patrol officers in 2025. The department is currently staffed with 22 officers, which is a ratio of (1.69)1.7 officers per 1,000 residents. The national standard is 2.4 officers per 1,000 residents. The state standard is 2.3 officers per 1,000 residents. One additional officer was added in 2022 and that was the first hiring since 2002. The City's growing list of events as well as growing population are contributing factors to the need for more officers.

DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2024-08, ESTABLISHING PUBLIC PARTICIPATION PROCEDURES FOR A PLANNED UPDATE TO THE CITY'S COMPREHENSIVE PLAN

On July 1, 2024, the Plan Commission recommended approval of the attached Resolution #2024-08 to the Common Council. This Resolution contains, by exhibit, the proposed "Public Participation Plan" to serve as the City's guide and commitment to making this update an interactive and public process. This Public Participation Plan is the statutorily required first step before working into the update process, fully.

A motion was made by Council Member Curley, seconded by Council Member Bitter, to approve Resolution No. 2024-08, establishing public participation procedures for a planned update to the City's Comprehensive Plan. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF FC-5 GENERAL FUND BALANCE POLICY

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve of FC-5 General Fund Balance Policy revision. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON A ONE-TIME AMPLIFIED MUSIC/SOUND PERMIT IN AN OUTDOOR AREA FOR FAITH LUTHERAN CHURCH, N35 W6621 WILSON STREET FOR A FAMILY EVENT ON AUGUST 17 FROM 6:00 P.M. – 8:30 P.M., FOR A REDUCED FEE OF \$50.00*

A motion was made by Council Member Fitzpatrick, seconded by Council Member Simpson, to approve a one-time amplified music/sound permit in an outdoor area for Faith Lutheran Church, N35W6621 Wilson Street, for a family event on August 17, 2024 from 6:00 p.m. – 8:30 p.m. for a reduced fee of \$50.00. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON TRANSIENT ENTERTAINMENT LICENSE TO RAINBOW VALLEY RIDES, INC. FOR THE 2024 OZAUKEE COUNTY FAIR ON JULY 31 (4:00PM – 10:00 P.M.), AUGUST 1-3 (NOON – 10:00 P.M.), AND AUGUST 4 (NOON – 5:00

P.M.) AND THE REQUEST TO WAIVE THE REQUIREMENT FOR A CLEAN UP BOND AS REQUESTED BY THE OZAUKEE COUNTY AGRICULTURAL SOCIETY*

A motion was made by Council Member Curley, seconded by Council Member Bitter, to approve the transient entertainment license for Rainbow Valley Rides for the 2024 Ozaukee County Fair and to approve the waiver of a cleanup bond. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE GRANTING OF TEMPORARY CLASS “B”/”CLASS B” RETAILER’S LICENSE TO FRIENDS OF COUNTRY IN THE BURG FOR THE EVENT ‘COUNTRY IN THE BURG’, CEDAR CREEK PARK, N52 W5925 PORTLAND ROAD FOR AUGUST 23 AND 24, 2024 BEGINNING AT 4:30 P.M. FOR SALES TO CONTINUE UNTIL 10:30 P.M. AND CONSUMPTION UNTIL 11:00 P.M.*

A motion was made by Council Member Bitter, seconded by Council Member Mueller, to approve the Temporary Class B retailers license to Friends of Country in the Burg for the event “Country in the Burg” to be held August 23 and 24 at Cedar Creek Park beginning at 4:30 p.m. for sales to continue until 10:30 p.m. and consumption until 11:00 p.m. Motion carried without a negative vote.

CONSENT AGENDA

A motion was made by Council Member Fitzpatrick, seconded by Council Member Bitter, to approve the following consent agenda items. Motion carried without a negative vote

- June 24, 2024 Common Council Meeting minutes
- Payment of bills dated 06/18/2024 through 06/30/2024, transfer list dated 06/18/2024 through 06/30/2024 and payroll from 06/09/2024 through 06/22/2024

ADMINISTRATOR’S REPORT

Administrator Hilvo encouraged Council Members to attend the next Plan Commission meeting as they will be discussing the land use plan. He further announced the City will not be utilizing drop boxes for the August Primary election.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Curley would like more concrete action regarding the Amcast site.

MAYOR’S REPORT - none

ADJOURNMENT

A motion was made by Council Member Mueller, seconded by Council Member Curley, to adjourn the meeting at 9:10 p.m. Motion carried without a negative vote.

Tracie Sette
City Clerk

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DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
07/05/2024	PWBDD	47367#	A LYNEIS ELECTRIC LLC	REPAIR AND MAINTENANCE	500240	518100	750.00
				REPAIR AND MAINTENANCE	500240	555510	750.00
				CHECK PWBDD 47367 TOTAL FOR FUND 100:			1,500.00
07/05/2024	PWBDD	47371	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,261.29
07/05/2024	PWBDD	47374	BAKER TILLY US, LLP	PROFESSIONAL SERVICES	500210	515900	500.00
07/05/2024	PWBDD	47379*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	49.99
07/05/2024	PWBDD	47384	EGELHOFF LAWNMOWER SERVICE	MAINTENANCE PARTS	500353	533210	46.89
				MAINTENANCE PARTS	500353	533210	48.99
				CHECK PWBDD 47384 TOTAL FOR FUND 100:			95.88
07/05/2024	PWBDD	47385	FASTENAL COMPANY	OPERATING SUPPLIES	500350	533210	(127.98)
				MAINTENANCE PARTS	500353	533210	87.87
				MAINTENANCE PARTS	500353	533210	127.98
				CHECK PWBDD 47385 TOTAL FOR FUND 100:			87.87
07/05/2024	PWBDD	47386	FIVE CORNERS DODGE	GAS AND OIL EXPENSE	500351	522120	318.60
				GAS AND OIL EXPENSE	500351	522120	52.52
				CHECK PWBDD 47386 TOTAL FOR FUND 100:			371.12
07/05/2024	PWBDD	47387*#	GALLS, LLC	UNIFORMS	500346	522120	63.31
07/05/2024	PWBDD	47390	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	266.00
07/05/2024	PWBDD	47391	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	319.90
07/05/2024	PWBDD	47393	JOE JACOBS	PROFESSIONAL SERVICES	500210	522310	210.00
07/05/2024	PWBDD	47395	LAROSA LANDSCAPE COMPANY	REPAIR AND MAINTENANCE	500240	522100	701.31
07/05/2024	PWBDD	47397*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	17.72
				MAINTENANCE PARTS	500353	533210	58.98

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				MAINTENANCE PARTS	500353	533210	14.29
				MAINTENANCE PARTS	500353	533210	9.47
				MAINTENANCE PARTS	500353	533210	53.84
				MAINTENANCE PARTS	500353	533210	(49.50)
				CHECK PWBDD 47397 TOTAL FOR FUND 100:			104.80
07/05/2024	PWBDD	47398*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522410	70.67
				OPERATING SUPPLIES	500350	522410	7.16
				CHECK PWBDD 47398 TOTAL FOR FUND 100:			77.83
07/05/2024	PWBDD	47400	QUALITY STATE OIL CO., INC.	FUEL INVENTORY	161500	000000	6,014.61
				FUEL INVENTORY	161500	000000	2,685.26
				CHECK PWBDD 47400 TOTAL FOR FUND 100:			8,699.87
07/05/2024	PWBDD	47402	REINDERS, INC.	MAINTENANCE PARTS	500353	533210	242.00
07/05/2024	PWBDD	47405*#	U. S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	533210	89.50
				TELEPHONE/COMMUNICATIONS	500225	555510	31.50
				CHECK PWBDD 47405 TOTAL FOR FUND 100:			121.00
07/05/2024	PWBDD	47406*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
07/12/2024	PWBDD	47410	ABLE DISTRIBUTING	REPAIR AND MAINTENANCE	500240	555510	43.31
07/12/2024	PWBDD	47416	ART OF JOY	OPERATOR LICENSES	441124	000000	40.00
07/12/2024	PWBDD	47421#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	15.27
				SUPPLIES AND EXPENSES	500347	522120	194.05
				SUPPLIES AND EXPENSES	500347	522120	(31.28)
				MAINTENANCE PARTS	500353	533210	80.44
				MAINTENANCE PARTS	500353	533210	14.35
				MAINTENANCE PARTS	500353	533210	8.08
				MAINTENANCE PARTS	500353	533210	12.57
				MAINTENANCE PARTS	500353	533210	12.57
				MAINTENANCE PARTS	500353	533210	29.67

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				MAINTENANCE PARTS	500353	533210	31.62
				CHECK PWBDD 47421 TOTAL FOR FUND 100:			367.34
07/12/2024	PWBDD	47422	BIASEW	TRAVEL & TRAINING	500330	522310	15.00
07/12/2024	PWBDD	47423#	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	166.98
				MAINTENANCE PARTS	500353	533210	123.44
				REPAIR AND MAINTENANCE	500240	533311	123.97
				REPAIR AND MAINTENANCE	500240	555510	409.97
				CHECK PWBDD 47423 TOTAL FOR FUND 100:			824.36
07/12/2024	PWBDD	47425	CATALIS TAX & CAMA, INC	PROFESSIONAL SERVICES	500210	515400	7,150.00
07/12/2024	PWBDD	47428	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	584.00
				TELEPHONE/COMMUNICATIONS	500225	522110	417.01
				CHECK PWBDD 47428 TOTAL FOR FUND 100:			1,001.01
07/12/2024	PWBDD	47431	CIVIC PLUS LLC	EQUIPMENT/SOFTWARE	500380	514700	2,700.00
07/12/2024	PWBDD	47432	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	30.74
07/12/2024	PWBDD	47433	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	391.09
07/12/2024	PWBDD	47435	CROWLEY CONSTRUCTION CORP.	PROFESSIONAL SERVICES	500210	533311	34,486.87
07/12/2024	PWBDD	47436	DEBBIE FISHER	SENIOR CENTER FEES	467435	000000	118.00
07/12/2024	PWBDD	47439	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - \$400 TAI/ BAL	500210	555140	494.14
07/12/2024	PWBDD	47440	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	358.52
				PUBLIC WORKS FEES	463101	000000	173.31
				CHECK PWBDD 47440 TOTAL FOR FUND 100:			531.83
07/12/2024	PWBDD	47441	FORWARD TS	EQUIPMENT OUTLAY	500385	514700	13.86
07/12/2024	PWBDD	47442*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	518100	65.67
				REPAIR AND MAINTENANCE	500240	555510	41.38
				CHECK PWBDD 47442 TOTAL FOR FUND 100:			107.05

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
07/12/2024	PWBDD	47443*#	HOME DEPOT CREDIT SERVICES	REPAIR AND MAINTENANCE	500240	518100	63.78
				OPERATING SUPPLIES	500350	533210	314.30
				CHECK PWBDD 47443 TOTAL FOR FUND 100:			378.08
07/12/2024	PWBDD	47444	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	4.15
07/12/2024	PWBDD	47445	JACQUELINE E.W.JANZ	PROFESSIONAL SERVICES - JUNE MINDFUL	500210	555140	32.00
07/12/2024	PWBDD	47446	JESSICA MICHNA	OTHER EXPENSES - CHARACTER EVENT	500390	555140	190.00
07/12/2024	PWBDD	47447	KATHLEEN SANDELL	SENIOR CENTER FEES	467435	000000	66.00
07/12/2024	PWBDD	47449	KLINGSPOR	MAINTENANCE PARTS	500353	533210	126.23
07/12/2024	PWBDD	47450	KRUEGER LUMBER CO, INC	REPAIR AND MAINTENANCE	500240	555510	1,100.00
07/12/2024	PWBDD	47451	LAKESIDE INTERNATIONAL LLC	MAINTENANCE PARTS	500353	533210	54.68
07/12/2024	PWBDD	47452	LANGE ENTERPRISES, INC.	OFFICE SUPPLIES	500310	522310	521.27
07/12/2024	PWBDD	47454	LIESENER SOILS INC.	REPAIR AND MAINTENANCE	500240	533440	420.00
07/12/2024	PWBDD	47455	MAINSTAGE THEATRICAL SUPPLY, INC	REPAIR AND MAINTENANCE	500240	518100	230.00
07/12/2024	PWBDD	47457	MEQUON LAWN & GARDEN	REPAIR AND MAINTENANCE	500240	555510	1,249.00
07/12/2024	PWBDD	47460*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	5.33
				MAINTENANCE PARTS	500353	533210	39.90
				MAINTENANCE PARTS	500353	533210	33.78
				MAINTENANCE PARTS	500353	533210	9.47
				MAINTENANCE PARTS	500353	533210	(5.33)
				CHECK PWBDD 47460 TOTAL FOR FUND 100:			83.15
07/12/2024	PWBDD	47461	NASSCO, INC.	REPAIR AND MAINTENANCE	500240	555510	160.05
07/12/2024	PWBDD	47462	NEWMAN CHEVROLET	MAINTENANCE PARTS	500353	533210	83.95
07/12/2024	PWBDD	47465	ODP BUSINESS SOLUTIONS,LLC	OFFICE SUPPLIES	500310	522110	192.92
07/12/2024	PWBDD	47467*#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	718.76
				EQUIPMENT/SOFTWARE	500380	514700	2,197.00

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Fund: 100 GENERAL FUND							
				EQUIPMENT/SOFTWARE	500380	514700	1,602.30
				ATTORNEY/CONSULTANT	500212	522110	35.00
				REPAIR AND MAINTENANCE	500240	522110	813.00
				CHECK PWBDD 47467 TOTAL FOR FUND 100:			5,366.06
07/12/2024	PWBDD	47471	RAINBOW TREE CARE	MAINT/CONTRACTED SERVICES	500290	555510	129.99
07/12/2024	PWBDD	47473	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	57.20
07/12/2024	PWBDD	47474	REINDERS, INC.	SUPPLIES AND EXPENSES	500347	555220	1,795.65
07/12/2024	PWBDD	47475*#	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	142.29
				MAINTENANCE PARTS	500353	533210	287.49
				CHECK PWBDD 47475 TOTAL FOR FUND 100:			429.78
07/12/2024	PWBDD	47476	TAKAKO WILLDEN	PROFESSIONAL SERVICES - CHAIR YOGA	500210	555140	82.68
07/12/2024	PWBDD	47477	TAPCO, INC	REPAIR AND MAINTENANCE	500240	533421	130.00
07/12/2024	PWBDD	47481	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
07/19/2024	PWBDD	47483	ABLE DISTRIBUTING	REPAIR AND MAINTENANCE	500240	555510	141.69
07/19/2024	PWBDD	47488	ASCENSION WI EMP SOLUTIONS	ATTORNEY/CONSULTANT	500212	522110	430.00
07/19/2024	PWBDD	47493	BEAR ARMS LLC	EQUIPMENT OUTLAY	500380	522120	830.00
07/19/2024	PWBDD	47494*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	518100	10.26
				SUPPLIES AND EXPENSES	500347	522120	3.12
				OFFICE SUPPLIES	500310	522310	37.64
				OPERATING SUPPLIES	500350	533210	53.98
				MAINTENANCE PARTS	500353	533210	22.26
				CHECK PWBDD 47494 TOTAL FOR FUND 100:			127.26
07/19/2024	PWBDD	47500*#	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,107.32
07/19/2024	PWBDD	47501*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	513100	8.19
				TELEPHONE/COMMUNICATIONS	500225	513200	9.14

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Fund: 100 GENERAL FUND							
				TELEPHONE/COMMUNICATIONS	500225	514100	32.07
				INTERNET	500220	514700	762.75
				TELEPHONE/COMMUNICATIONS	500225	515400	15.75
				TELEPHONE/COMMUNICATIONS	500225	515600	23.15
				TELEPHONE/COMMUNICATIONS	500225	518100	39.71
				TELEPHONE/COMMUNICATIONS	500225	522230	14.95
				TELEPHONE/COMMUNICATIONS	500225	522310	21.15
				INTERNET	500220	522410	149.98
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	159.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.25
				INTERNET	500220	555510	159.98
				INTERNET	500220	555510	129.98
				INTERNET	500220	555510	109.99
				TELEPHONE/COMMUNICATIONS	500225	566310	15.75
				CHECK PWBDD 47501 TOTAL FOR FUND 100:			1,721.17
07/19/2024	PWBDD	47503	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	120.00
07/19/2024	PWBDD	47505	CITY OF MILWAUKEE	SUPPLIES AND EXPENSES	500347	555220	3,237.00
07/19/2024	PWBDD	47506	CORNERSTONE ONE, LLC	REPAIR AND MAINTENANCE	500240	522100	6,288.24
07/19/2024	PWBDD	47507	CULLIGAN OF WEST BEND	MAINTENANCE SUPPLIES	500340	522100	109.00
07/19/2024	PWBDD	47508	DEFENSE TECHNOLOGY LLC	EQUIPMENT OUTLAY	500380	522120	886.44
07/19/2024	PWBDD	47509*#	DIGITAL EDGE OF GRAFTON	PRINTING-NEWSLETTERS, ETC	500313	522110	150.00
07/19/2024	PWBDD	47512	E.H. WOLF AND SONS, INC.	FUEL INVENTORY	161500	000000	6,342.09
				FUEL INVENTORY	161500	000000	3,599.40
				CHECK PWBDD 47512 TOTAL FOR FUND 100:			9,941.49
07/19/2024	PWBDD	47514	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	126.61
07/19/2024	PWBDD	47515	FESTIVALS OF CEDARBURG	EQUIPMENT OUTLAY	500380	518100	1,282.02
07/19/2024	PWBDD	47516	FORESTRY SUPPLIERS	REPAIR AND MAINTENANCE	500240	555510	111.63

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Fund: 100 GENERAL FUND							
07/19/2024	PWBDD	47517*#	GALLS, LLC	UNIFORMS	500346	522120	149.52
				UNIFORMS	500346	522120	150.48
				UNIFORMS	500346	522120	30.02
				CHECK PWBDD 47517 TOTAL FOR FUND 100:			330.02
07/19/2024	PWBDD	47518	GIERACHS SERVICE	REPAIR AND MAINTENANCE	500240	522120	123.00
				OTHER EXPENSES	500390	522120	210.00
				CHECK PWBDD 47518 TOTAL FOR FUND 100:			333.00
07/19/2024	PWBDD	47519*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	32.36
07/19/2024	PWBDD	47520	GUTHRIE & FREY	REPAIR AND MAINTENANCE	500240	518100	75.00
07/19/2024	PWBDD	47522	HEIM'S SHOE STORE	SUPPLIES AND EXPENSES	500347	522120	48.00
07/19/2024	PWBDD	47523	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	380.00
07/19/2024	PWBDD	47524*#	JANI-KING OF MILWAUKEE	OPERATING SUPPLIES	500350	533210	414.44
07/19/2024	PWBDD	47525*#	JFTCO, INC	EQUIPMENT OUTLAY	500380	533450	1,100.00
07/19/2024	PWBDD	47526	JOHN G BATZKO	OVERPAYMENT OF TAXES	261400	000000	261.72
07/19/2024	PWBDD	47530	MARIA GONZALEZ	PUBLIC WORKS FEES	463101	000000	55.00
07/19/2024	PWBDD	47531	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	78.45
07/19/2024	PWBDD	47532	MEQUON LAWN & GARDEN	REPAIR AND MAINTENANCE	500240	555510	16.99
07/19/2024	PWBDD	47533	MILWAUKEE AREA TECHNICAL	TRAVEL & TRAINING	500330	522120	176.08
07/19/2024	PWBDD	47534	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	34.30
				MAINTENANCE PARTS	500353	533210	96.90
				CHECK PWBDD 47534 TOTAL FOR FUND 100:			131.20
07/19/2024	PWBDD	47538	NORTHERN TOOL & EQUIPMENT	MAINTENANCE PARTS	500353	533210	249.98

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Fund: 100 GENERAL FUND							
07/19/2024	PWBDD	47539	ODP BUSINESS SOLUTIONS,LLC	OFFICE SUPPLIES	500310	522110	40.17
				OFFICE SUPPLIES	500310	522110	65.65
				OFFICE SUPPLIES	500310	522110	29.89
				CHECK PWBDD 47539 TOTAL FOR FUND 100:			135.71
07/19/2024	PWBDD	47540*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	533210	79.20
07/19/2024	PWBDD	47541	ONTECH SYSTEMS, INC	EQUIPMENT/SOFTWARE	500380	514700	780.00
07/19/2024	PWBDD	47543	PAYNE & DOLAN, INC.	REPAIR AND MAINTENANCE	500240	533440	64.84
07/19/2024	PWBDD	47545	PORT WASHINGTON ADULT SENIOR	OTHER EXPENSES	500390	555140	33.33
				OTHER EXPENSES	500390	555140	2,215.40
				CHECK PWBDD 47545 TOTAL FOR FUND 100:			2,248.73
07/19/2024	PWBDD	47546	R.A. SMITH NATIONAL	DEVELOPERS AGREE-STONE LAKE	239261	000000	17,467.60
07/19/2024	PWBDD	47547	RACHEL MCMENIMEN	PARK RENTAL FEES	467200	000000	90.00
07/19/2024	PWBDD	47550#	SAN-A-CARE, INC.	OPERATING SUPPLIES	500350	533210	689.60
				REPAIR AND MAINTENANCE	500240	555510	127.73
				CHECK PWBDD 47550 TOTAL FOR FUND 100:			817.33
07/19/2024	PWBDD	47551	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	889.60
07/19/2024	PWBDD	47552#	SHERRILL, INC	OPERATING SUPPLIES	500350	533210	59.94
				REPAIR AND MAINTENANCE	500240	555510	59.94
				CHECK PWBDD 47552 TOTAL FOR FUND 100:			119.88
07/19/2024	PWBDD	47553	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	36.21
07/19/2024	PWBDD	47554	STEVEN F BOURBONAIS	OVERPAYMENT OF TAXES	261400	000000	197.25
07/19/2024	PWBDD	47557	THE UNIFORM SHOPPE	UNIFORMS	500346	522120	503.00
				EQUIPMENT OUTLAY	500380	522120	620.00
				CHECK PWBDD 47557 TOTAL FOR FUND 100:			1,123.00

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Fund: 100 GENERAL FUND							
07/19/2024	PWBDD	47558	TK ELEVATOR CORPORATION	REPAIR AND MAINTENANCE	500240	518100	269.07
07/19/2024	PWBDD	47560	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
07/19/2024	PWBDD	47561	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
07/19/2024	PWBDD	47562	VANTAGE FINANCIAL,LLC	EQUIPMENT OUTLAY	500380	522110	5,508.00
07/19/2024	PWBDD	47564	WI SCTF	EMPLOYEE REIMBURSEMENTS	215915	000000	65.00
07/19/2024	PWBDD	47565	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	574.00
07/19/2024	PWBDD	47566#	WM CORPORATE SERVICES, INC	OPERATING SUPPLIES	500350	533210	72.00
				MAINT/CONTRACTED SERVICES	500290	533710	46,815.50
				MAINT/CONTRACTED SERVICES	500290	533730	21,303.20
				CHECK PWBDD 47566 TOTAL FOR FUND 100:			68,190.70
				Total for fund 100 GENERAL FUND			206,074.79
Fund: 200 CEMETERY FUND							
07/05/2024	PWBDD	47388	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	544210	14.97
07/12/2024	PWBDD	47442*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	544210	20.69
07/12/2024	PWBDD	47443*#	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	500350	544210	94.78
				OPERATING SUPPLIES	500350	544210	107.28
				OPERATING SUPPLIES	500350	544210	166.98
				CHECK PWBDD 47443 TOTAL FOR FUND 200:			369.04
07/19/2024	PWBDD	47513	EGELHOFF LAWNMOWER SERVICE	REPAIR AND MAINTENANCE	500240	544210	47.98
				REPAIR AND MAINTENANCE	500240	544210	35.60
				CHECK PWBDD 47513 TOTAL FOR FUND 200:			83.58
				Total for fund 200 CEMETERY FUND			488.28
Fund: 220 RECREATION PROGRAMS FUND							
07/05/2024	PWBDD	47369	ALISON EGGERT	YOUTH FOOTBALL REGISTRATION	467317	000000	65.00
07/12/2024	PWBDD	47420	BETTER GOLF FOREVER, LLC	MAINT/CONTRACTED SERVICES	500290	555390	2,140.00
07/12/2024	PWBDD	47464	NICOLE JOHNSON	SUMMER SOCCER	467329	000000	55.00

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Fund: 220 RECREATION PROGRAMS FUND							
07/12/2024	PWBDD	47472	REBECCA GODERSKY	POMS REVENUE	467332	000000	105.00
07/19/2024	PWBDD	47497	BRANDON SCHMITZ	YOUTH FOOTBALL REGISTRATION	467317	000000	65.00
07/19/2024	PWBDD	47498	CAITLIN SMYTH	SUMMER/WINTER REC FEES	467310	000000	150.00
07/19/2024	PWBDD	47499	CATIE FIHN	POMS REVENUE	467332	000000	80.00
07/19/2024	PWBDD	47501*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
07/19/2024	PWBDD	47502	CHRIS SCHRAEDER	BASKETBALL FEES	467319	000000	160.00
07/19/2024	PWBDD	47509*#	DIGITAL EDGE OF GRAFTON	POMS EXPENSES	500394	555390	32.00
07/19/2024	PWBDD	47527	JOHNSON SCHOOL BUS, INC.	TRANSPORTATION	500336	555390	2,073.78
07/19/2024	PWBDD	47528	LAURA KJELL	SUMMER/WINTER REC FEES	467310	000000	150.00
07/19/2024	PWBDD	47549	RIVOLI THEATRE	SUPPLIES AND EXPENSES	500347	555390	360.00
07/19/2024	PWBDD	47555	T J BARTCZAK	SUMMER/WINTER REC FEES	467310	000000	150.00
07/19/2024	PWBDD	47556	TAYLOR HOGE	SUMMER/WINTER REC FEES	467310	000000	150.00
07/19/2024	PWBDD	47559	TRACY JESTER	SUPPLIES AND EXPENSES	500347	555390	900.00
Total for fund 220 RECREATION PROGRAMS FUND							6,666.28
Fund: 231 AMERICAN RESCUE PLAN ACT							
07/12/2024	PWBDD	47478	THE CHEESE WEDGE LLC	GRANT EXPENDITURES	500331	566721	600.00
07/12/2024	PWBDD	47479	TOTO'S INC	GRANT EXPENDITURES	500331	566721	700.00
Total for fund 231 AMERICAN RESCUE PLAN ACT							1,300.00
Fund: 240 SWIMMING POOL FUND							
07/05/2024	PWBDD	47372	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	954.92
07/05/2024	PWBDD	47376	CARRICO AQUATIC RESOURCES	OPERATING SUPPLIES	500350	555320	31.90
				OPERATING SUPPLIES	500350	555320	58.54
				OPERATING SUPPLIES	500350	555320	168.00
CHECK PWBDD 47376 TOTAL FOR FUND 240:							258.44

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Fund: 240 SWIMMING POOL FUND							
07/05/2024	PWBDD	47377	CEDAR CREST ICE CREAM	OPERATING SUPPLIES	500350	555321	945.36
07/05/2024	PWBDD	47389	HOLIDAY WHOLESALE, INC	OPERATING SUPPLIES	500350	555321	47.20
07/05/2024	PWBDD	47398*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	555321	20.61
07/05/2024	PWBDD	47407	WHITNEY DOHERTY	SWIMMING POOL - LESSONS	467342	000000	40.00
07/12/2024	PWBDD	47418	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	1,071.32
				OPERATING SUPPLIES	500350	555321	1,346.20
				CHECK PWBDD 47418 TOTAL FOR FUND 240:			2,417.52
07/12/2024	PWBDD	47424	CARRICO AQUATIC RESOURCES	OPERATING SUPPLIES	500350	555320	5,191.73
				OPERATING SUPPLIES	500350	555320	195.00
				CHECK PWBDD 47424 TOTAL FOR FUND 240:			5,386.73
07/12/2024	PWBDD	47426	CEDAR CREST ICE CREAM	OPERATING SUPPLIES	500350	555321	952.50
				OPERATING SUPPLIES	500350	555321	857.52
				CHECK PWBDD 47426 TOTAL FOR FUND 240:			1,810.02
07/12/2024	PWBDD	47456	MASTER PRINTWEAR	UNIFORMS	500346	555320	2,004.10
07/12/2024	PWBDD	47466	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	555321	15.21
07/12/2024	PWBDD	47467*#	ONTECH SYSTEMS, INC	EQUIPMENT OUTLAY	500380	555320	1,854.00
07/12/2024	PWBDD	47475*#	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	555320	1,210.79
				OPERATING SUPPLIES	500350	555320	954.00
				OPERATING SUPPLIES	500350	555320	332.87
				CHECK PWBDD 47475 TOTAL FOR FUND 240:			2,497.66
07/12/2024	PWBDD	47482	WHITNEY DOHERTY	SWIMMING POOL - PASSES	467341	000000	86.00
07/19/2024	PWBDD	47490	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	764.20
07/19/2024	PWBDD	47494*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	555320	56.32

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Fund: 240 SWIMMING POOL FUND				MAINTENANCE SUPPLIES	500340	555320	39.21
				CHECK PWBDD 47494 TOTAL FOR FUND 240:			95.53
07/19/2024	PWBDD	47501*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	229.98
				TELEPHONE/COMMUNICATIONS	500225	555320	33.00
				CHECK PWBDD 47501 TOTAL FOR FUND 240:			262.98
07/19/2024	PWBDD	47519*#	GRAFTON ACE HARDWARE	MAINTENANCE SUPPLIES	500340	555320	52.18
				MAINTENANCE SUPPLIES	500340	555320	151.15
				CHECK PWBDD 47519 TOTAL FOR FUND 240:			203.33
07/19/2024	PWBDD	47521	HAWKINS , INC.	OPERATING SUPPLIES	500350	555320	941.41
07/19/2024	PWBDD	47540*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	555321	16.73
				OPERATING SUPPLIES	500350	555321	28.85
				OPERATING SUPPLIES	500350	555321	36.79
				CHECK PWBDD 47540 TOTAL FOR FUND 240:			82.37
				Total for fund 240 SWIMMING POOL FUND			20,687.59
Fund: 260 LIBRARY FUND				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	80.41
07/05/2024	PWBDD	47373	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	86.19
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	54.48
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	85.14
				DONATION EXPENDITURES	500322	555110	42.71
				DONATION EXPENDITURES	500322	555110	92.00
				CHECK PWBDD 47373 TOTAL FOR FUND 260:			440.93
07/05/2024	PWBDD	47380*#	CINTAS CORPORATION	MAINT/CONTRACTED SERVICES	500290	555110	227.56
07/05/2024	PWBDD	47381	CONLEY MEDIA, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	342.00
07/05/2024	PWBDD	47383	DEPARTMENT OF ADMINISTRATION	TECHNOLOGY	500382	555110	600.00
07/05/2024	PWBDD	47392	JAMES IMAGING SYSTEMS, INC.	COMPUTER/COPIER SUPPLIES	500312	555110	323.43

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Fund: 260 LIBRARY FUND							
07/12/2024	PWBDD	47411	ADELMAN MAINTENANCE CORP	MAINT/CONTRACTED SERVICES	500290	555110	3,570.00
07/12/2024	PWBDD	47414	AMAZON CAPITOL SERVICES	PROGRAM SUPPLIES	500308	555110	65.07
				PROGRAM SUPPLIES	500308	555110	134.81
				OFFICE SUPPLIES	500310	555110	62.89
				OFFICE SUPPLIES	500310	555110	77.98
				COMPUTER/COPIER SUPPLIES	500312	555110	146.89
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	81.56
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	258.67
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	290.71
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	(76.48)
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	(92.47)
				DONATION EXPENDITURES	500322	555110	63.56
				DONATION EXPENDITURES	500322	555110	305.56
				DONATION EXPENDITURES	500322	555110	52.88
				DONATION EXPENDITURES	500322	555110	40.97
				DONATION EXPENDITURES	500322	555110	871.91
				DONATION EXPENDITURES	500322	555110	282.77
				DONATION EXPENDITURES	500322	555110	44.90
				DONATION EXPENDITURES	500322	555110	38.19
				DONATION EXPENDITURES	500322	555110	62.97
				DONATION EXPENDITURES	500322	555110	55.78
				OPERATING SUPPLIES	500350	555110	35.94
				OPERATING SUPPLIES	500350	555110	65.00
				CHECK PWBDD 47414 TOTAL FOR FUND 260:			2,870.06
07/12/2024	PWBDD	47419	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	11.44
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	41.83
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	93.35
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	81.15
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	180.75
				DONATION EXPENDITURES	500322	555110	113.00
				CHECK PWBDD 47419 TOTAL FOR FUND 260:			521.52
07/12/2024	PWBDD	47429	CHIMNEY CONCEPTS	REPAIR AND MAINTENANCE	500240	555110	189.00

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Fund: 260 LIBRARY FUND							
07/12/2024	PWBDD	47438	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	500290	555110	255.00
07/12/2024	PWBDD	47468	ORKIN COMMERCIAL SERVICES	MAINT/CONTRACTED SERVICES	500290	555110	102.99
07/12/2024	PWBDD	47469	PLAYAWAY PRODUCTS LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	76.49
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	639.89
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,046.82
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	787.35
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	516.91
				DONATION EXPENDITURES	500322	555110	197.97
				CHECK PWBDD 47469 TOTAL FOR FUND 260:			3,265.43
07/19/2024	PWBDD	47487	AMAZON CAPITOL SERVICES	PROGRAM SUPPLIES	500308	555110	74.61
				PROGRAM SUPPLIES	500308	555110	179.00
				PROGRAM SUPPLIES	500308	555110	115.63
				PROGRAM SUPPLIES	500308	555110	30.59
				OFFICE SUPPLIES	500310	555110	109.29
				OFFICE SUPPLIES	500310	555110	47.48
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	215.38
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	108.11
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	134.41
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	61.22
				DONATION EXPENDITURES	500322	555110	64.90
				DONATION EXPENDITURES	500322	555110	12.97
				DONATION EXPENDITURES	500322	555110	33.60
				OPERATING SUPPLIES	500350	555110	201.38
				TECHNOLOGY	500382	555110	31.26
				CHECK PWBDD 47487 TOTAL FOR FUND 260:			1,419.83
07/19/2024	PWBDD	47492	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	39.41
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	257.21
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	58.09
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	330.67
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	388.72
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	172.77
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	344.47

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Fund: 260 LIBRARY FUND							
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	114.03
				DONATION EXPENDITURES	500322	555110	51.82
				DONATION EXPENDITURES	500322	555110	138.00
				DONATION EXPENDITURES	500322	555110	40.00
				DONATION EXPENDITURES	500322	555110	140.00
				DONATION EXPENDITURES	500322	555110	90.00
				DONATION EXPENDITURES	500322	555110	300.00
				DONATION EXPENDITURES	500322	555110	120.00
				CHECK PWBDD 47492 TOTAL FOR FUND 260:			2,585.19
07/19/2024	PWBDD	47501*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	204.97
07/19/2024	PWBDD	47524*#	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	990.36
07/19/2024	PWBDD	47540*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	34.31
07/19/2024	PWBDD	47544	PHIL TITTLE MUSIC	DONATION EXPENDITURES	500322	555110	100.00
				Total for fund 260 LIBRARY FUND			18,042.58
Fund: 270 FIRE DEPT & EMS							
07/05/2024	PWBDD	47368	ALERT-ALL CORP	OPERATING EXPENSES	500235	522500	185.00
07/05/2024	PWBDD	47370	ANTHEM BLUE CROSS AND BLUE SHIELD	REFUNDS - EMS BILLING	500392	522500	403.50
07/05/2024	PWBDD	47375	BOUND TREE MEDICAL, LLC	SUPPLIES AND EXPENSES	500347	522500	133.99
07/05/2024	PWBDD	47379*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	349.95
07/05/2024	PWBDD	47382	CYNTHIA A BREHM	REFUNDS - EMS BILLING	500392	522500	275.00
07/05/2024	PWBDD	47387*#	GALLS, LLC	UNIFORMS	500346	522500	263.09
07/05/2024	PWBDD	47397*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	53.36
07/05/2024	PWBDD	47403	RENNERT'S FIRE EQUIPMENT	REPAIR AND MAINTENANCE	500240	522500	385.00
07/05/2024	PWBDD	47404	RICHARD L GRUBER	REFUNDS - EMS BILLING	500392	522500	270.00

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Fund: 270 FIRE DEPT & EMS							
07/05/2024	PWBDD	47405*#	U. S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	522500	10.50
07/05/2024	PWBDD	47406*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	522500	116.93
07/05/2024	PWBDD	47408	WPP LLC	EQUIPMENT OUTLAY	500380	522500	16.00
				EQUIPMENT OUTLAY	500380	522500	191.50
				CHECK PWBDD 47408 TOTAL FOR FUND 270:			207.50
07/05/2024	PWBDD	47409	ZOLL MEDICAL CORPORATION	SUPPLIES AND EXPENSES	500347	522500	295.20
07/12/2024	PWBDD	47412	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	141.94
07/12/2024	PWBDD	47413	ALADTEC ,LLC	MAINT/CONTRACTED SERVICES	500290	522500	5,615.00
07/12/2024	PWBDD	47417	ASCENSION WI EMP SOLUTIONS	PROFESSIONAL SERVICES	500210	522500	1,112.00
07/12/2024	PWBDD	47453	LETTERS & SIGNS	REPAIR AND MAINTENANCE	500240	522500	239.00
07/12/2024	PWBDD	47460*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	20.14
07/12/2024	PWBDD	47463	NFPA	PROFESSIONAL SERVICES	500210	522500	225.00
07/12/2024	PWBDD	47470	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	522500	71.53
				GAS AND OIL EXPENSE	500351	522500	419.63
				CHECK PWBDD 47470 TOTAL FOR FUND 270:			491.16
07/19/2024	PWBDD	47484	ADVANCED FIRE SUPPRESSION LLC	EQUIPMENT OUTLAY	500380	522500	900.00
07/19/2024	PWBDD	47485	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	822.51
07/19/2024	PWBDD	47486	ALBIERO PLUMBING- HVAC	OPERATING SUPPLIES	500350	522500	541.00
07/19/2024	PWBDD	47489	ASSOCIATION OF OZAUKEE COUNTY FIRE	OPERATING SUPPLIES	500350	522500	150.00
07/19/2024	PWBDD	47496	BOUND TREE MEDICAL, LLC	SUPPLIES AND EXPENSES	500347	522500	115.93
07/19/2024	PWBDD	47501*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	15.50
				TELEPHONE/COMMUNICATIONS	500225	522500	228.75

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Fund: 270 FIRE DEPT & EMS				CHECK PWBDD 47501 TOTAL FOR FUND 270:			244.25
07/19/2024	PWBDD	47510	DINGES FIRE COMPANY	EQUIPMENT OUTLAY	500380	522500	517.56
07/19/2024	PWBDD	47517*#	GALLS, LLC	UNIFORMS	500346	522500	166.85
				UNIFORMS	500346	522500	71.39
				UNIFORMS	500346	522500	144.53
				CHECK PWBDD 47517 TOTAL FOR FUND 270:			382.77
07/19/2024	PWBDD	47529	LISA BOERNER	OPERATING SUPPLIES	500350	522500	250.00
07/19/2024	PWBDD	47535	NASSCO, INC.	OPERATING SUPPLIES	500350	522500	299.68
07/19/2024	PWBDD	47536	NEWMAN CHEVROLET	REPAIR AND MAINTENANCE	500240	522500	117.93
				REPAIR AND MAINTENANCE	500240	522500	70.40
				CHECK PWBDD 47536 TOTAL FOR FUND 270:			188.33
07/19/2024	PWBDD	47540*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	241.38
				OPERATING SUPPLIES	500350	522500	157.63
				OPERATING SUPPLIES	500350	522500	65.83
				OPERATING SUPPLIES	500350	522500	40.25
				OPERATING SUPPLIES	500350	522500	36.65
				OPERATING SUPPLIES	500350	522500	111.03
				CHECK PWBDD 47540 TOTAL FOR FUND 270:			652.77
07/19/2024	PWBDD	47548	RELIANT FIRE APPARATUS, INC.	REPAIR AND MAINTENANCE	500240	522500	433.94
				Total for fund 270 FIRE DEPT & EMS			16,292.00
Fund: 300 DEBT SERVICE FUND							
07/19/2024	PWBDD	47495	BOND TRUST SERVICES CORP	PAYING AGENT FEE	500690	582000	200.00
				Total for fund 300 DEBT SERVICE FUND			200.00
Fund: 350 TIF DISTRICT FUND #4							
07/12/2024	PWBDD	47415	AMBROSE ENGINEERING INC.	PROFESSIONAL SERVICES	500210	566710	5,750.00
07/12/2024	PWBDD	47448	KEN WEIN	ATTORNEY/CONSULTANT	500212	566710	1,870.90
				Total for fund 350 TIF DISTRICT FUND #4			7,620.90
Fund: 354 TIF DISTRICT #7							

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Fund: 354 TIF DISTRICT #7							
07/05/2024	PWBDD	47399	P2 DEVELOPMENT COMPANY LLC	MAINT/CONTRACTED SERVICES	500290	566710	25,000.00
Total for fund 354 TIF DISTRICT #7							25,000.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
07/05/2024	PWBDD	47394	KAPUR & ASSOCIATES	STREET IMPROVEMENTS	500854	533311	3,600.00
07/12/2024	PWBDD	47437*#	DORNER INC.	STREET IMPROVEMENTS	500854	533311	188,049.55
				PRIVATE SIDE - LEAD PIPE REMOVAL	500872	533750	132,888.60
CHECK PWBDD 47437 TOTAL FOR FUND 400:							320,938.15
Total for fund 400 CAPITAL IMPROVEMENTS FUND							324,538.15
Fund: 601 WATER RECYCLING CENTER							
07/05/2024	PWBDD	47378	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	46,479.42
07/05/2024	PWBDD	47380*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	135.16
07/05/2024	PWBDD	47396	MEAD & HUNT INC.	WRC ADAPTIVE MANAGEMENT	500383	573835	1,097.50
07/05/2024	PWBDD	47401	R.A. SMITH NATIONAL	LIFT STATIONS	185324	000000	465.00
07/05/2024	PWBDD	47405*#	U. S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	573825	46.50
07/12/2024	PWBDD	47427	CEDARBURG LIGHT & WATER	WATER SERVICE	500226	573825	1,941.24
07/12/2024	PWBDD	47430	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	188.13
				SAFETY EQUIPMENT	500372	573825	135.16
CHECK PWBDD 47430 TOTAL FOR FUND 601:							323.29
07/12/2024	PWBDD	47434	CRANE ENGINEERING SALES INC.	MAINTENANCE SUPPLIES	500340	573830	1,134.44
07/12/2024	PWBDD	47437*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	6,379.42
07/12/2024	PWBDD	47458	MID-AMERICAN RESEARCH CHEMICAL	JANITORIAL SUPPLIES	500342	573830	251.09
07/12/2024	PWBDD	47459	MIDLAND HEALTH TESTING, INC.	PROFESSIONAL SERVICES	500210	573850	430.66
07/12/2024	PWBDD	47480	TRESTER HOIST & EQUIPMENT, INC	MAINTENANCE SUPPLIES	500340	573830	762.00
07/19/2024	PWBDD	47491	BADGER STATE WASTE, LLC	SLUDGE HAULING	500294	573825	21,764.00

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Fund: 601 WATER RECYCLING CENTER							
07/19/2024	PWBDD	47500*#	CEDARBURG LIGHT & WATER	MAINTENANCE SUPPLIES	500340	573840	22.98
07/19/2024	PWBDD	47501*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	149.98
				TELEPHONE/COMMUNICATIONS	500225	573825	52.00
				CHECK PWBDD 47501 TOTAL FOR FUND 601:			201.98
07/19/2024	PWBDD	47504	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	135.16
07/19/2024	PWBDD	47511	DONOHUE & ASSOCIATES, INC	ENGINEERING SERVICES FOR FACILITY PLAN	185379	000000	1,498.50
07/19/2024	PWBDD	47525*#	JFTCO, INC	OTHER GENERAL PLANT EQUIPMENT	185379	000000	7,000.00
07/19/2024	PWBDD	47537	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	925.53
07/19/2024	PWBDD	47540*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	20.90
07/19/2024	PWBDD	47542	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	103.40
07/19/2024	PWBDD	47563	VISU-SEWER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	10,232.25
				Total for fund 601 WATER RECYCLING CENTER			101,350.42
			TOTAL - ALL FUNDS				728,260.99

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Fund: 100 GENERAL FUND							
08/02/2024	PWBDD	47571*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	533210	90.05
				CHECK PWBDD 47571 TOTAL FOR FUND 100:			184.69
08/02/2024	PWBDD	47576*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	56.65
				OPERATING SUPPLIES	500350	533210	49.47
				OPERATING SUPPLIES	500350	533210	43.02
				MAINTENANCE PARTS	500353	533210	0.85
				REPAIR AND MAINTENANCE	500240	555510	24.27
				REPAIR AND MAINTENANCE	500240	555510	6.27
				REPAIR AND MAINTENANCE	500240	555510	8.09
				REPAIR AND MAINTENANCE	500240	555510	7.71
				CHECK PWBDD 47576 TOTAL FOR FUND 100:			196.33
08/02/2024	PWBDD	47577	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	533440	479.97
08/02/2024	PWBDD	47583	BUDIAC PLUMBING INC	REPAIR AND MAINTENANCE	500240	518100	4,840.00
08/02/2024	PWBDD	47584	CATALIS TAX & CAMA, INC	PROFESSIONAL SERVICES	500210	515400	7,150.00
08/02/2024	PWBDD	47588*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	49.99
08/02/2024	PWBDD	47590	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	19.91
08/02/2024	PWBDD	47592*#	DIGITAL EDGE OF GRAFTON	OTHER EXPENSES	500390	513100	93.00
08/02/2024	PWBDD	47593#	EGELHOFF LAWNMOWER SERVICE	DAMAGES - TREES	260200	000000	595.95
				MAINTENANCE PARTS	500353	533210	61.98
				CHECK PWBDD 47593 TOTAL FOR FUND 100:			657.93
08/02/2024	PWBDD	47594	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - JULY TAIJI	500210	555140	436.00
08/02/2024	PWBDD	47596	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	816.73
08/02/2024	PWBDD	47597	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	659.41
08/02/2024	PWBDD	47598	FIVE CORNERS DODGE	GAS AND OIL EXPENSE	500351	522120	52.52

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Fund: 100 GENERAL FUND							
08/02/2024	PWBDD	47599	FORESTRY SUPPLIERS	REPAIR AND MAINTENANCE	500240	555510	100.54
08/02/2024	PWBDD	47600*#	GALLS, LLC	UNIFORMS	500346	522120	65.21
				UNIFORMS	500346	522120	20.97
				CHECK PWBDD 47600 TOTAL FOR FUND 100:			86.18
08/02/2024	PWBDD	47601*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	3.22
08/02/2024	PWBDD	47602*#	GRAINGER	OPERATING SUPPLIES	500350	518100	346.25
08/02/2024	PWBDD	47605*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	4,869.20
				ATTORNEY/CONSULTANT	500212	522110	705.00
				CHECK PWBDD 47605 TOTAL FOR FUND 100:			5,574.20
08/02/2024	PWBDD	47606	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	65.95
08/02/2024	PWBDD	47607	JACQUELINE E.W.JANZ	PROFESSIONAL SERVICES - JULY MINDFUL	500210	555140	22.40
08/02/2024	PWBDD	47608	JOE JACOBS	PROFESSIONAL SERVICES	500210	522310	270.00
08/02/2024	PWBDD	47609	JOHNSON CONTROLS SECURITY SOLU	REPAIR AND MAINTENANCE	500240	518100	435.34
08/02/2024	PWBDD	47613	LAROSA LANDSCAPE COMPANY	REPAIR AND MAINTENANCE	500240	522100	701.31
08/02/2024	PWBDD	47618	MID-STATE EQUIPMENT	MAINTENANCE PARTS	500353	533210	59.68
08/02/2024	PWBDD	47619	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	22.88
				MAINTENANCE PARTS	500353	533210	20.65
				MAINTENANCE PARTS	500353	533210	60.21
				MAINTENANCE PARTS	500353	533210	9.47
				MAINTENANCE PARTS	500353	533210	39.40
				MAINTENANCE PARTS	500353	533210	40.19
				MAINTENANCE PARTS	500353	533210	45.68
				MAINTENANCE PARTS	500353	533210	22.13
				MAINTENANCE PARTS	500353	533210	17.72
				MAINTENANCE PARTS	500353	533210	15.99
				MAINTENANCE PARTS	500353	533210	

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				MAINTENANCE PARTS	500353	533210	28.22
				MAINTENANCE PARTS	500353	533210	(72.75)
				CHECK PWBDD 47619 TOTAL FOR FUND 100:			249.79
08/02/2024	PWBDD	47620*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	533210	78.76
08/02/2024	PWBDD	47621#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	1,208.76
				ATTORNEY/CONSULTANT	500212	522110	385.00
				TELEPHONE/COMMUNICATIONS	500225	522110	40.00
				CHECK PWBDD 47621 TOTAL FOR FUND 100:			1,633.76
08/02/2024	PWBDD	47624	PMF LANDSCAPE SUPPLY LLC	REPAIR AND MAINTENANCE	500240	555510	840.00
08/02/2024	PWBDD	47625	QUALITY STATE OIL CO., INC.	FUEL SYSTEM MAINTENANCE	500326	533210	229.00
08/02/2024	PWBDD	47628	ROTARY CLUB OF CEDARBURG	PROF PUBLICATIONS AND DUES	500320	522110	270.00
08/02/2024	PWBDD	47629	SAN-A-CARE, INC.	MAINTENANCE PARTS	500353	533210	90.60
08/02/2024	PWBDD	47630	SHARE CORPORATION	MAINTENANCE PARTS	500353	533210	180.86
08/02/2024	PWBDD	47631	SHERWIN INDUSTRIES, INC.	REPAIR AND MAINTENANCE	500240	533311	4,316.00
08/02/2024	PWBDD	47632	SHERWIN WILLIAMS CO.	REPAIR AND MAINTENANCE	500240	555510	86.76
				REPAIR AND MAINTENANCE	500240	555510	130.00
				REPAIR AND MAINTENANCE	500240	555510	252.97
				CHECK PWBDD 47632 TOTAL FOR FUND 100:			469.73
08/02/2024	PWBDD	47634	SOUTHSIDE TIRECO., INC	MAINTENANCE PARTS	500353	533210	327.87
08/02/2024	PWBDD	47636	STUMP GRINDING 4 LESS, LLC	MAINT/CONTRACTED SERVICES	500290	555510	5,416.07
08/02/2024	PWBDD	47637	TAKAKO WILLDEN	PROFESSIONAL SERVICES - JULY CHAIR YOGA	500210	555140	216.00
08/02/2024	PWBDD	47638	TRANSUNION RISK AND ALTERNATIVE	PROFESSIONAL SERVICES	500210	522130	83.80
08/02/2024	PWBDD	47639	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	59.17
08/02/2024	PWBDD	47640*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	533210	89.50

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Fund: 100 GENERAL FUND							
				TELEPHONE/COMMUNICATIONS	500225	555510	31.50
				CHECK PWBDD 47640 TOTAL FOR FUND 100:			121.00
08/02/2024	PWBDD	47641*#	UNIFIRST CORPORATION	REPAIR AND MAINTENANCE	500240	518100	182.82
				MAINTENANCE SUPPLIES	500340	522100	89.66
				OPERATING SUPPLIES	500350	533210	65.65
				OPERATING SUPPLIES	500350	533210	65.65
				CHECK PWBDD 47641 TOTAL FOR FUND 100:			403.78
08/02/2024	PWBDD	47642*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	26.05
				NATURAL GAS-0713912926-00006	500224	518100	28.07
				NATURAL GAS-0713912926-00001	500224	518100	31.65
				NATURAL GAS-0711276804-00002	500224	522100	512.21
				NATURAL GAS-0711276804-00001	500224	522100	13.76
				NATURAL GAS-0713912926-00004	500224	522410	11.11
				NATURAL GAS-0713912926-00009	500224	533210	40.24
				NATURAL GAS-0719886467-00001	500224	555510	13.59
				NATURAL GAS-0707973696-00001	500224	555510	9.90
				CHECK PWBDD 47642 TOTAL FOR FUND 100:			686.58
08/02/2024	PWBDD	47646	WISCONSIN BIOMEDICAL SERVICES INC	EQUIPMENT OUTLAY	500380	522120	2,031.84
08/02/2024	PWBDD	47647	WISCONSIN DEPT OF JUSTICE-TIME	TELEPHONE/COMMUNICATIONS	500225	522110	460.50
08/02/2024	PWBDD	47648	WISCONSIN HUMANE SOCIETY	ANIMAL POUND	500213	522110	90.00
				Total for fund 100 GENERAL FUND			41,556.66
Fund: 200 CEMETERY FUND							
08/02/2024	PWBDD	47576*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	544210	26.78
				OPERATING SUPPLIES	500350	544210	7.17
				OPERATING SUPPLIES	500350	544210	2.22
				OPERATING SUPPLIES	500350	544210	34.29
				CHECK PWBDD 47576 TOTAL FOR FUND 200:			70.46
08/02/2024	PWBDD	47601*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	544210	162.14
				REPAIR AND MAINTENANCE	500240	544210	5.39

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Fund: 200 CEMETERY FUND							
				OPERATING SUPPLIES	500350	544210	20.29
				OPERATING SUPPLIES	500350	544210	73.44
				CHECK PWBDD 47601 TOTAL FOR FUND 200:			261.26
08/02/2024	PWBDD	47602*#	GRAINGER	REPAIR AND MAINTENANCE	500240	544210	22.02
				Total for fund 200 CEMETERY FUND			353.74
Fund: 220 RECREATION PROGRAMS FUND							
08/02/2024	PWBDD	47570	ALISSA KLEEFISCH	SUMMER SOCCER	467329	000000	55.00
08/02/2024	PWBDD	47581	BRYAN NIEMAN	SUMMER/WINTER REC FEES	467310	000000	150.00
08/02/2024	PWBDD	47582	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	506.94
				SUPPLIES AND EXPENSES	500347	555390	1,614.13
				CHECK PWBDD 47582 TOTAL FOR FUND 220:			2,121.07
08/02/2024	PWBDD	47592*#	DIGITAL EDGE OF GRAFTON	POMS EXPENSES	500394	555390	18.00
08/02/2024	PWBDD	47611	KATHLEEN KOHL	YOUTH FOOTBALL REGISTRATION	467317	000000	65.00
08/02/2024	PWBDD	47615	MAD SCIENCE OF MILWAUKEE , INC	MAINT/CONTRACTED SERVICES	500290	555390	2,562.00
08/02/2024	PWBDD	47616	MASTER PRINTWEAR	POMS EXPENSES	500394	555390	836.90
				POMS EXPENSES	500394	555390	452.60
				POMS EXPENSES	500394	555390	273.00
				CHECK PWBDD 47616 TOTAL FOR FUND 220:			1,562.50
08/02/2024	PWBDD	47643	WHITNEY CLAPPER-BROSTROM	YOUTH FOOTBALL REGISTRATION	467317	000000	75.00
08/02/2024	PWBDD	47645	WISCONSIN ASSOCIATION OF CHEER &	POMS EXPENSES	500394	555390	105.00
				Total for fund 220 RECREATION PROGRAMS FUND			6,713.57
Fund: 232 DONATIONS							
08/02/2024	PWBDD	47587	CEDARBURG VETERINARY CLINIC	K-9 UNIT EXPENSE	500352	522120	88.30
				Total for fund 232 DONATIONS			88.30
Fund: 240 SWIMMING POOL FUND							
08/02/2024	PWBDD	47573	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	129.96

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Fund: 240 SWIMMING POOL FUND							
				OPERATING SUPPLIES	500350	555321	2,487.14
				CHECK PWBDD 47573 TOTAL FOR FUND 240:			<u>2,617.10</u>
08/02/2024	PWBDD	47586	CEDAR CREST ICE CREAM	OPERATING SUPPLIES	500350	555321	613.80
08/02/2024	PWBDD	47603	GREAT LAKES COCA-COLA	OPERATING SUPPLIES	500350	555321	425.00
08/02/2024	PWBDD	47604	HEIN ELECTRIC SUPPLY CO	MAINTENANCE SUPPLIES	500340	555320	85.81
08/02/2024	PWBDD	47620*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	555321	36.79
08/02/2024	PWBDD	47642*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	92.48
				NATURAL GAS-0719900042-00001	500224	555320	3,162.75
				CHECK PWBDD 47642 TOTAL FOR FUND 240:			<u>3,255.23</u>
				Total for fund 240 SWIMMING POOL FUND			7,033.73
Fund: 260 LIBRARY FUND							
08/02/2024	PWBDD	47567	A TO Z REFRIGERATION & HVAC, I	REPAIR AND MAINTENANCE	500240	555110	414.50
08/02/2024	PWBDD	47571*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	555110	123.76
08/02/2024	PWBDD	47574	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	73.74
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	15.05
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	28.73
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	454.77
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	451.96
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	101.19
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	245.37
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	410.75
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	65.55
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	443.72
				DONATION EXPENDITURES	500322	555110	15.00
				DONATION EXPENDITURES	500322	555110	14.00
				DONATION EXPENDITURES	500322	555110	55.97
				DONATION EXPENDITURES	500322	555110	400.00
				DONATION EXPENDITURES	500322	555110	33.00
				CHECK PWBDD 47574 TOTAL FOR FUND 260:			<u>2,808.80</u>

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
08/02/2024	PWBDD	47589*#	CINTAS CORPORATION	MAINT/CONTRACTED SERVICES	500290	555110	227.54
08/02/2024	PWBDD	47591	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	29.33
08/02/2024	PWBDD	47620*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	30.69
				DONATION EXPENDITURES	500322	555110	322.41
				DONATION EXPENDITURES	500322	555110	32.62
				DONATION EXPENDITURES	500322	555110	5.39
				CHECK PWBDD 47620 TOTAL FOR FUND 260:			391.11
08/02/2024	PWBDD	47633	SIDECAR PUBLICATIONS, LLC	TECHNOLOGY	500382	555110	348.00
08/02/2024	PWBDD	47642*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	155.62
				Total for fund 260 LIBRARY FUND			4,498.66
Fund: 270 FIRE DEPT & EMS							
08/02/2024	PWBDD	47569	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	191.96
08/02/2024	PWBDD	47571*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	90.72
				TELEPHONE/COMMUNICATIONS	500225	522500	632.26
				CHECK PWBDD 47571 TOTAL FOR FUND 270:			722.98
08/02/2024	PWBDD	47572	ATLAS OUTFITTERS	EQUIPMENT OUTLAY	500380	522500	514.00
08/02/2024	PWBDD	47575	BATZNER PEST CONTROL	OPERATING SUPPLIES	500350	522500	71.39
				OPERATING SUPPLIES	500350	522500	71.39
				OPERATING SUPPLIES	500350	522500	71.39
				OPERATING SUPPLIES	500350	522500	71.39
				CHECK PWBDD 47575 TOTAL FOR FUND 270:			285.56
08/02/2024	PWBDD	47580	BOUND TREE MEDICAL, LLC	SUPPLIES AND EXPENSES	500347	522500	821.63
				EMS SUPPLIES AND EXPENSES	500347	522500	275.88
				CHECK PWBDD 47580 TOTAL FOR FUND 270:			1,097.51
08/02/2024	PWBDD	47588*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	349.95

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
08/02/2024	PWBDD	47595	EMS MANAGEMENT & CONSULTANTS	PROFESSIONAL SERVICES	500210	522500	2,354.49
08/02/2024	PWBDD	47600*#	GALLS, LLC	UNIFORMS	500346	522500	205.22
				UNIFORMS	500346	522500	77.94
				UNIFORMS	500346	522500	73.34
				UNIFORMS	500346	522500	65.76
				CHECK PWBDD 47600 TOTAL FOR FUND 270:			422.26
08/02/2024	PWBDD	47610	JOIN THE FIRE SERVICE LLC	OPERATING SUPPLIES	500350	522500	429.00
08/02/2024	PWBDD	47620*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	40.25
08/02/2024	PWBDD	47627	RICOH USA, INC.	MAINT/CONTRACTED SERVICES	500290	522500	59.21
08/02/2024	PWBDD	47640*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	522500	10.50
08/02/2024	PWBDD	47641*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	522500	116.93
08/02/2024	PWBDD	47642*#	WE ENERGIES	NATURAL GAS 0713912926-00008	500224	522500	27.09
				NATURAL GAS 0713912926-00003	500224	522500	58.33
				CHECK PWBDD 47642 TOTAL FOR FUND 270:			85.42
				Total for fund 270 FIRE DEPT & EMS			6,680.02
Fund: 300 DEBT SERVICE FUND							
08/02/2024	PWBDD	47579*#	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	581565	8,662.50
				PAYING AGENT FEE	500690	582000	400.00
				CHECK PWBDD 47579 TOTAL FOR FUND 300:			9,062.50
				Total for fund 300 DEBT SERVICE FUND			9,062.50
Fund: 350 TIF DISTRICT FUND #4							
08/02/2024	PWBDD	47578	BOARDMAN & CLARK LLP	ATTORNEY/CONSULTANT	500212	566710	9,116.62
08/02/2024	PWBDD	47605*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	206.80
119 of 124				Total for fund 350 TIF DISTRICT FUND #4			9,323.42

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Fund: 353 TIF DISTRICT #6							
08/02/2024	PWBDD	47579*#	BOND TRUST SERVICES CORP	DEBT SERVICE - INTEREST	500620	566710	66,275.00
08/02/2024	PWBDD	47605*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	211.50
Total for fund 353 TIF DISTRICT #6							66,486.50
Fund: 354 TIF DISTRICT #7							
08/02/2024	PWBDD	47605*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	117.50
08/02/2024	PWBDD	47623	PARISH SURVEY & ENGINEERING LLC	PROFESSIONAL SERVICES	500210	566710	920.00
Total for fund 354 TIF DISTRICT #7							1,037.50
Fund: 400 CAPITAL IMPROVEMENTS FUND							
08/02/2024	PWBDD	47612	KUSTOM SIGNALS, INC.	VEHICLE REPLACEMENTS	500811	522120	130.00
Total for fund 400 CAPITAL IMPROVEMENTS FUND							130.00
Fund: 601 WATER RECYCLING CENTER							
08/02/2024	PWBDD	47568	AERZEN USA CORPORATION	MAINTENANCE SUPPLIES	500340	573830	617.90
08/02/2024	PWBDD	47571*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	112.21
08/02/2024	PWBDD	47576*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	14.95
08/02/2024	PWBDD	47585	CCP INDUSTRIES INC	MAINTENANCE SUPPLIES	500340	573840	96.90
08/02/2024	PWBDD	47589*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	137.51
				SAFETY EQUIPMENT	500372	573825	139.86
CHECK PWBDD 47589 TOTAL FOR FUND 601:							<u>277.37</u>
08/02/2024	PWBDD	47614	LUBRICATION ENGINEERS INC.	MAINTENANCE SUPPLIES	500340	573830	515.48
08/02/2024	PWBDD	47617	MEAD & HUNT INC.	WRC ADAPTIVE MANAGEMENT	500383	573835	307.50
08/02/2024	PWBDD	47622	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
08/02/2024	PWBDD	47626	R.A. SMITH NATIONAL	LIFT STATIONS	185324	000000	1,366.00
08/02/2024	PWBDD	47635	STARNET TECHNOLOGIES	MAINTENANCE SUPPLIES	500340	573840	600.00

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Fund: 601 WATER RECYCLING CENTER							
08/02/2024	PWBDD	47640*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	573825	46.50
08/02/2024	PWBDD	47642*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	17.14
				ELECTRIC 5705 DORCHESTER 0713912926-	500222	573825	8.91
				NATURAL GAS-0712590709-00001	500224	573825	9.90
				NATURAL GAS-0713182701-00001	500224	573825	9.90
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	22.21
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	13.35
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	10.53
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	10.59
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	12.95
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	14.46
				CHECK PWBDD 47642 TOTAL FOR FUND 601:			129.94
				Total for fund 601 WATER RECYCLING CENTER			5,609.75
Fund: 700 RISK MANAGEMENT FUND							
08/02/2024	PWBDD	47644	WIRTH + BAYNARD LAW OFFICES	INSURANCE CLAIMS 2024	500555	519400	5,990.00
				Total for fund 700 RISK MANAGEMENT FUND			5,990.00
			TOTAL - ALL FUNDS				164,564.35

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

CITY OF CEDARBURG
TRANSFER LIST
7/1/24-8/9/24

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
7/1/2024	\$9,401.27	Southgate Leasing-July leases
7/1/2024	\$299.18	Windriver-credit card processings fees
7/1/2024	\$2,762.96	Delta Dental-July dental & vision premiums
7/8/2024	\$40,140.49	Wisconsin Dept of Revenue-June sales tax
7/11/2024	\$379,000.00	PWSB Payroll
7/12/2024	\$1,048.26	ICMA-contributions for 6/23/24-7/6/24
7/12/2024	\$5,230.00	North Shore Bank-contributions for 6/23/24-7/6/24
7/12/2024	\$622.11	State of Wisconsin-child support for 6/23/24-7/6/24
7/12/2024	\$1,286.80	Wis Deferred Comp-contributions for 6/23/24-7/6/24
7/12/2024	\$522.50	Police Association-dues for 6/23/24-7/6/24
7/16/2024	\$966.12	Aflac-June premiums
7/16/2024	\$2,546.90	Minnesota Life-August premiums
7/16/2024	\$182,876.90	ETF-August health insurance premiums
7/25/2024	\$341,000.00	PWSB Payroll
7/25/2024	\$883.75	ICMA-contributions for 7/7/24-7/20/24
7/25/2024	\$5,230.00	North Shore Bank-contributions for 7/7/24-7/20/24
7/25/2024	\$622.11	State of Wisconsin-child support for 7/7/24-7/20/24
7/25/2024	\$1,244.57	Wis Deferred Comp-contributions for 7/7/24-7/20/24
7/25/2024	\$522.50	Police Association-dues for 7/7/24-7/20/24
7/26/2024	\$55,004.62	Light & Water-charges
7/31/2024	\$107,272.57	ETF-June WRS remittance
7/31/2024	\$3,071.97	ADP-fees
7/31/2024	\$100.00	Associated Bank-FSA fees
7/31/2024	\$1,238.94	Associated Bank-disbursements
8/1/2024	\$9,401.27	Southgate Leasing-August leases
8/1/2024	\$2,856.76	Delta Dental-August dental & vision premiums
8/5/2024	\$49,379.75	Wisconsin Dept of Revenue-July sales tax
8/8/2024	\$322,000.00	PWSB Payroll
8/8/2024	\$886.75	ICMA-contributions for 7/21/24-8/3/24
8/8/2024	\$5,230.00	North Shore Bank-contributions for 7/21/24-8/3/24
8/8/2024	\$622.11	State of Wisconsin-child support for 7/21/24-8/3/24
8/8/2024	\$999.12	Wis Deferred Comp-contributions for 7/21/24-8/3/24
8/8/2024	\$495.00	Police Association-dues for 7/21/24-8/3/24
	<u>\$1,534,765.28</u>	

PWSB PAYROLL CHECKING ACCOUNT

7/12/2024	\$241,393.05	Payroll for 6/23/24-7/6/24
7/12/2024	\$90,053.09	Payroll taxes for 6/23/24-7/6/24
7/26/2024	\$245,103.13	Payroll for 7/7/24-7/20/24
7/26/2024	\$96,536.41	Payroll taxes for 7/7/24-7/20/24
8/9/2024	\$232,444.15	Payroll for 7/21/24-8/3/24
8/9/2024	<u>\$89,173.55</u>	Payroll taxes for 7/21/24-8/3/24
	\$994,703.38	



City of Cedarburg

City Administrator's Report

July 1, 2024

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.

Library– The library recently celebrated 10 years in their building and 112 years of service to Cedarburg. They received some monetary donations as part of the celebration.

Clerk– There is an election on August 13th, approximately 1,000 absentee ballots have been mailed out. The City of Cedarburg will not be utilizing the drop box for the August election.

Water Recycling– The Dorchester Lift Station started up the week of August 4th. The ditch project is waiting on parts.

Building Inspection– There are 10 active builds in Fairway Village. The Fox Run apartments and townhomes are filling quickly.

DPW– Crews have been busy with fair setup and cleanup, as well as street repair work.

Engineering– Hanover Ave. in Fox Run should be surfaced in October. An asphalt repair technique, microsurfacing, is going to be used on Mulberry St. Regarding Street and Utility projects, concrete will be poured in the next two weeks.

Fire– A Paramedic/Firefighter has been hired and will start in September. There will be possible parking changes made around the County Fair, in an effort to make it safer for emergency vehicles to get in and out.

Treasurer– Work has begun on the 2025 Budget.

Parks & Recreation– Summer Playground camp ended August 9th. Flag football begins the week of August 11th. The Fall/Winter/Spring Activity Guide should be out soon, registration starts September 3rd.

Senior Center– Attendance for summer programming has been high.

Light & Water– A GIS Analyst was hired in June. A rate increase of 5.4% was effective August 1st.

Administrator– The 2025 Budget will be presented to the Finance Committee in September.

Respectfully submitted,

Mikko Hilvo