

**CITY OF CEDARBURG  
A MEETING OF THE COMMON COUNCIL  
MONDAY FEBRUARY 13, 2023 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, February 13, 2023 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. The meeting may be accessed by clicking the following link:  
<https://us02web.zoom.us/j/84863052325>

**AGENDA**

1. CALL TO ORDER - Mayor Michael O’Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Michael O’Keefe, Council President Patricia Thome, Council Members Melissa Bitter, Jack Arnett, Rick Verhaalen, Robert Simpson, Kristen Burkart, Mark Mueller
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. NEW BUSINESS
  - A. Discussion and possible action on the Concept Review of a Proposed Redevelopment plan for the 4.4-acre former Amcast site located southeast of the office building at the corner of Hamilton Road and Johnson Avenue\*
  - B. Discussion and possible action on request from Cedarburg Cultural Center for an Amplified Music/Sound permit in an outdoor alcohol beverage seating area at W62 N546 Washington Avenue\*\*\*
  - C. Discussion and possible action on Public Works, Parks, & Forestry Wages\*
8. CONSENT AGENDA
  - A. Discussion and possible action on approval of January 30, 2023 Council Meeting Minutes\*

- B. Discussion and possible action on approval of new 2022-2023 operator licenses for the period ending June 30, 2023 for Wendy J. Porterfield, Dante Threats, and Julie A. Weir \*\*\*
- C. Discussion and possible action on payment of bills dated 01/27/2023 through 02/03/2023, transfers dated 01/26/2023 through 02/10/2023, and payroll for period 01/22/23 through 02/04/23\*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report\*

10. COMMUNICATIONS

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

11. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to Closed Session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically to be discussed is item 11.B.

- A. Approval of January 30, 2023 Closed Session minutes
- B. Discussion/update on the concept of a new Shared Services Agreement for Fire/EMS Services with the Town of Cedarburg

12. RECONVENE TO OPEN SESSION

13. ADJOURNMENT

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

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

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

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

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

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

2/08/23 tas

**MEETING DATE:** February 13, 2023

**ITEM NO:** 7.A.

**Title:** Discussion and possible action on concept review of the redevelopment plan for the 4.4-acre former Amcast site located southeast of the office building at the corner of Hamilton Road and Johnson Avenue

**ISSUE SUMMARY:**

Developer Robert Bach is seeking feedback on his concept plan for the redevelopment of the Amcast site located adjacent to and south of the office building at the corner of Hamilton Road and Johnson Street. It's staff's understanding that these plans are based on the ones that were used to justify the creation of the TIF by the Community Development Authority (CDA) and the Common Council back in 2017. Included in this packet is the approved and signed development agreement for the TIF and the minutes from those meetings.

Some Council members may recall that Tax Incremental Financing District No. 4 was created in 2017 for the cleanup and redevelopment of the Amcast site and D.J. Burns was contracted to complete this project. To date, Mr. Burns has partially demolished the factory building on the north side of Hamilton and has been working to restore the office building on the south side. He is now working with developer Bob Bach on plans to redevelop the area adjacent to and south of the office building, between the railroad track and Johnson Avenue.

Mr. Bach is proposing an apartment complex consisting of two, three-story, 32-unit buildings adjacent to the railroad tracks; three, six-unit, townhome style buildings and one four-unit building located along Johnson Avenue; and a four-unit building facing Hamilton Road. Access to this project is provided from Johnson Avenue over two separate drives. The project will result in 90 units on 4.1 acres for a density of 22 units/acre.

**Staff Comments:**

The Comprehensive Land Use Map currently classifies this site as Mixed-Use Office and/or High Density Residential and the site is zoned MUID Mixed Use Infill District. Because the MUID limits the residential portion of this project to single-family and two-family development, at densities not to exceed 3.4 units/acre or 6.7 units/acre, respectively, the site will need to be rezoned. Specifically, this project will require the MUID zoning district to be replaced with the Rm-2 Multiple Family District for the residential portion and B-4 Office and Service District for the office portion. The PUD (Planned-Unit-Development) will need to be applied across the entire site to tie this project together as one unified development. Finally, since the proposed zoning is inconsistent with the current land use classification for the site, the Comprehensive Land Use Plan will need to be amended accordingly.

With respect to the sanitary and storm sewers available to this site, staff has the following comments:

- The sanitary sewer pipe extending into this site from Hamilton Avenue is in bad shape and will need to be abandoned with a new connection to be made to the sewer system in Johnson Avenue.
- The existing storm sewer system at the south end of the property will need to be relocated for this project or properly abandoned.
- The developer will need to protect the storm sewer system that crosses the southeast corner of the site.
- City will require the manhole at the southeast corner of the site to be replaced.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

At their January 23, 2023, Meeting, the Plan Commission discussed this project.

**ATTACHMENTS:**

- Minutes from the January 23, 2023, Plan Commission Meeting
- Minutes from the CDA and Common Council meetings from 2017.
- Approved Development Agreement for TIF No. 4.

**INITIATED/REQUESTED BY:** Robert Bach, P-2 Development Company, LLC

**FOR MORE INFORMATION CONTACT:** Jonathan Censky, City Planner, 262-375-7614



January 23, 2023

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, January 23, 2023, at Cedarburg City Hall, W63N645 Washington Avenue, Upper Level, Council Chambers and online via the zoom app. The meeting was called to order at 7:01 p.m. by Mayor Michael J. O’Keefe.

Roll Call            Present -            Mayor Michael J. O’Keefe, Council Member Patricia Thome, Vice Chairperson Kip Kinzel, Adam Voltz, Heather Cain, Tom Wiza

                          Excused -            Sig Strautmanis

                          Also Present -      City Planner Jon Censky, City Administrator Mikko Hilvo, City Attorney Mike Herbrand, Administrative Secretary Diana Salapata

**STATEMENT OF PUBLIC NOTICE**

Administrative Secretary Salapata confirmed that the agenda for the meeting had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

**APPROVAL OF MINUTES**

A motion was made by Council Member Thome, seconded by Commissioner Kinzel, to approve the minutes of the January 3, 2023, meeting. Commissioner Cain requested that a sentence be added to the Vision Triangle Encroachment on page four of the minutes regarding the desire for the parking situation at that location be referred to Public Works. The motion carried without a negative vote with Sig Strautmanis excused.

**COMMENTS AND SUGGESTIONS FROM CITIZENS**

Mayor O’Keefe offered the opportunity for the public to speak on any issue unrelated to the agenda items. He advised that the Plan Commissioners would not be able to respond to any comments since they were not noticed on the agenda. No comments from the audience were offered.

**REQUEST FOR A CONCEPT REVIEW CONSULTATION REGARDING PROPOSED REDEVELOPMENT OF FORMER AMCAST SITE LOCATED SOUTHEAST OF THE JOHNSON AVENUE AND HAMILTON ROAD INTERSECTION**

Planner Censky started off the presentation by introducing the site and discussing its status as a TID #4 site. He stated that DJ Burns is working on the cleanup and planned on working with Bob Bach, of P2 Development to clean and redevelop the site. He proceeded to turn over the presentation to Bob Bach.

Bob Bach introduced himself and proceeded to give a short history of the site. He showed the site and explained the main features of the lot that include an office building, as well as concrete foundations left over from previous buildings. He would work with DJ Burns and his wife, Libby Burns, to clean and redevelop the site. Mr. Bach also stated that they plan to take 2' of soil from the top and move it into a pile to be able to proceed with building on some of the site. He also stated that the contaminated pipes in the area would likely be dug up or filled.

Commissioner Wiza liked the townhouse approach as it fit with the neighborhood.

Mayor O'Keefe had an environmental concern about how deep the contamination was, to which Mr. Bach responded that it was probably no more than 3'-5' deep. Mayor O'Keefe followed up with a question regarding the Quarry and whether contamination risk increased there when soil would be moved. Mr. Burns responded to this concern stating that the EPA had let them know that soil movement would not exacerbate contamination levels.

Commissioner Cain asked about the density of the other two sites and how many residential units would be placed there. Mr. Burns stated that at this time, the main priority was to remove hazards so plans for the other sites hadn't yet been completed. She questioned what the School District would do with the influx of new students. City Attorney, Mike Herbrand asked about the demographics of residents living in the unit of his Mequon development. Mr. Bach responded that approximately 12 of 96 units had students in the Mequon development. Council Member Thome stated that the School District had a strong belief in letting new students come and that they would be able to handle any influx of students.

Planner Censky reiterated that the site would require rezoning from the current MUID (Mixed Use Industrial District) to the B4, RM2, PUD overlay.

Mayor O'Keefe opened the floor to the general public to ask questions.

Michael Loberg, a neighbor asked about plans regarding the northside parcel. Mr. Bach responded that it hadn't been addressed yet due to the EPA, and that it wouldn't be until 2025 that they would have an idea of what to do with the site.

Tony Gibowski liked the greenspace but had a concern over the third story for one of the apartment buildings, believing it would look out of place among the other buildings in the neighborhood.

John Elsner, via zoom, asked about the reasoning behind having no access to Hamilton, and Planner Censky responded that since Hamilton Road was a major arterial road, direct access to that road would be too close to the Johnson Avenue intersection. Mr. Elsner asked whether future developments were taken into consideration when conducting traffic studies. Mr. Bach confirmed that a traffic study analysis would be done and that other developments, current and future, were being taken into consideration when conducting

these studies. It was also used to refer to having no access to Hamilton Road, due to the future northside development most likely requiring access onto Hamilton Road.

Terry Wagner highlighted a concern with a lack of transparency regarding the plans of the site, as well as a concern with speeding on Hamilton Road and fear of it worsening.

Mayor O'Keefe addressed the general public, stating that this information had certainly been made available to the public when the TIF hearings were taking place, with multiple public hearings having been conducted. He went on to express the concern for keeping the City of Cedarburg's quaintness intact and population steady. He also stated that condemning these companies was not the way to go about it. He stated that the TIF was needed to clean up pollution and sometimes, to get the taxable increment this type of development was needed.

Scott Weir also expressed concern over traffic, stating that exiting from his driveway was a difficult endeavor and that it would only be harder when traffic increased if this development was to take place.

Mayor O'Keefe asked the Commission whether they had any comments regarding tonight's discussion.

Council Member Thome was pleased to learn that Mr. Bach was the developer since he grew up in Cedarburg and understood the City. She stated that he was a responsible developer and that she was not concerned over the three-story building due to the elevation of the site. Council Member Thome understood the concern for traffic, traveling through the area herself, and that there were lots of requirements for traffic studies and steps to be taken before the development will take place.

Commissioner Voltz stated that, architecturally, while a couple of tweaks to the layout were worth considering, he approved of the general concept. He recommended rotating one of the buildings so that it would be more parallel to Hamilton Road, as well as shifting the northern apartments down a bit so that there would be more greenspace instead of so much pavement that served only one side of the apartments.

Mayor O'Keefe reiterated what Council Member Thome had stated, saying that Mr. Bach was conscious of concerns in neighborhoods, and was very responsive and attentive and listened to what was said by neighbors.

Commissioner Cain asked whether the townhomes would be sold or rented. Mr. Bach responded that due to the nature of the site, renting was a better option.

Commissioner Kinzel stated that children would go through fences into the contaminated area and that oftentimes, solutions for situations like this were found in higher density residential developments. He said that additional review was needed, and that with a quality developer like Mr. Bach and some adjustments made to the plan, it would be a great development.

Planner Censky asked the Commission whether they agreed on the density of the 90 units that had dropped from the original number of 96 units.

Commissioner Cain asked whether there was any way to lower the density considering the traffic concerns. She stated that developments from Mr. Bach were thoughtful. She also asked whether they would look the same as the examples shown in the presentation. Mr. Bach stated they would not, and that they were used to give an idea of what the development may look like. She emphasized the need for a solid traffic plan. Commissioner Cain also asked whether the site would be fenced. Mr. Burns responded that the area would not be fenced-in as it would be covered by a large tarp as required by the EPA.

Commissioner Voltz asked about phasing, and how the pile of dirt would potentially look to those residing in the building once it was built. Mr. Bach explained that, if spread out properly, it would look relatively small and not stand out much.

City Administrator Hilvo emphasized that it was an important piece for the City and that the Common Council would continue to talk about the development. He stated that it was important to gain some taxable increment on this site and with the upcoming meeting on March 1<sup>st</sup>, 2023, with the EPA and DNR, making any steps forward would hopefully help shorten the process. He reminded the public that there would be more meetings regarding this project.

Commissioner Cain asked what the likelihood of this development getting approved of was by the EPA and asked for clarification regarding the timeline. City Administrator Hilvo brought up that it wasn't certain due to the already long amount of time it had been taking with the EPA on obtaining approval and that while it was an estimated 2-3 more years, it wasn't something that was certain. Commissioner Cain also asked whether the site would be bifurcated. City Administrator Hilvo stated that the approach was based on moving forward and by providing this plan, they could approach the EPA to show them what they intend to do. Mr. Burns stated that the entirety of the site is part of one bigger clean-up, and that while different portions of the site will have different timelines for completion, the EPA is looking at it as one big site for funding.

City Administrator Hilvo and Mr. Burns emphasized that the movement of the soil on the proposed phase I of the development plan was not a requirement of the property owner, but more of a way to move the project along so that the EPA could approve the proposed development to help build increment on the site prior to the larger cleanup of the site. They did not want the project stalled for much longer due to the complex nature of the cleanup, correspondence between all the different departments and agencies, in addition to the site needing increment built to begin paying off the TID.

### **COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS**

No comments

**MAYOR'S ANNOUNCEMENTS**

Mayor O'Keefe had no announcements.

**ADJOURNMENT**

A motion was made by Commissioner Kinzel, seconded by Council Member Thome, to adjourn the meeting at 8:27 p.m. The motion carried without a negative vote with Sig Strautmanis excused.

Diana Salapata  
Administrative Secretary

A meeting of the Community Development Authority of the City of Cedarburg, Wisconsin, was held on Monday, October 16, 2017 at City Hall, W63N645 Washington Avenue, second floor, Council Chambers.

The meeting was called to order by Mayor Kinzel at 7:00 p.m.

Roll Call: Present - Mayor Kip Kinzel, Council Member Mitch Regenfuss, Eric Arvold, Joe Kassander, Andy Dettro, Eric Stelter

Excused - Dale Lythjohan

Also Present - City Administrator/Treasurer Christy Mertes, City Clerk Constance McHugh, City Attorney Michael Herbrand (arrived at 7:03 p.m.), Council Members Jack Arnett and Rick Verhaalen, Todd Taves of Ehlers & Associates, DJ Burns, Brian Berner and Chelsea Corson of Drake Consulting Group, LLC, interested citizens and news media

#### **STATEMENT OF PUBLIC NOTICE**

Mayor Kinzel acknowledged that the agenda for this meeting was posted and distributed in compliance with the Wisconsin Open Meetings Law.

#### **PUBLIC HEARING REGARDING THE PROPOSED PROJECT PLAN, BOUNDARIES AND CREATION OF TAX INCREMENTAL DISTRICT NO. 4**

Mayor Kinzel declared the public hearing open at 7:02 p.m. City Clerk McHugh acknowledged that proper notice of the public hearing was given.

Mr. Taves said the CDA is being asked to adopt a resolution designating the boundaries of TID No. 4 and approving the Project Plan.

Mr. Taves reviewed the Project Plan with the CDA. TID No. 4 consists of three parcels and 8.42 contaminated acres. The site is the former Meta Mold Aluminum Company manufacturing site, also known as Amcast. State Statutes require that 50% of the area be blighted in order to qualify for a blighted TID. In this case 100% of the area is blighted.

The City anticipates making total project expenditures of approximately \$4.54 million, including \$3.33 million in project incentive and assistance payments to a private developer, \$1.04 million for long-term interest due on the associated debt obligation, \$97,000 for finance related expenses and \$84,000 for administrative expenses over the life of the District. Costs to carry the debt are estimated to be \$1.37 million with an expectation that the City will need to provide a net \$337,766 subsidy to cover the full amount of the interest payments due. The District is expected to remain open for 27 years and create a minimum of \$10,025,000 in incremental valuation. It is expected that the District will not recover its project costs, and that the City will be providing an estimated \$878,946 subsidy to the District consisting of the \$337,766 debt service gap plus

\$541,180 in estimated interest accruals on both the recovered and unrecovered portion of advanced funds.

Mr. Stelter asked if the funds from TID No. 4 could be transferred to another TID in the future if TID No. 4 performs well. Mr. Taves explained that in some cases TIDs can be recipients of funds from other TIDs.

Council Member Arnett asked Mr. Taves to address a statement in the Project Plan that states the life of the TID may be extended by three years. Mr. Taves said that if it comes to a point where it is known the project costs will not be recovered, a request can be made to extend the TID by three years.

Developer DJ Burns briefly addressed his request for a TID. He said that TIDs can act as donors or recipients of funds from other TIDs. He explained that he took an interest in this property several years ago. He said that the site is a complex site and is a Superfund site. He said his financial incentive is capped at a certain level, regardless of how successful the TID is. Any excess benefits from the TID will go the community.

Timothy Tucker, 12204 N Fieldwood Road, Mequon said he has been doing remediation for 30 years. He said he has been in negotiations with the seller of the Amcast site for approximately 2 years. He said he represents a group of investors that have a proposal to remediate and redevelop the site that does not involve any City dollars. He said the group is happy with the current zoning restrictions on the site and the financial modelling he has done. He said he is an expert in fast track construction and will redevelop the site in quick order. He apologized for not appearing before today and remaining silent. He said the group of investors is ready to write a check tomorrow and have the property generate taxable income to the City within 12 months. He said this is not a very complicated project. He said he has an agreement with the seller of the property to purchase, with the seller waiting to hear the outcome of this meeting. He said he has extensive experience in remediating contaminated sites, including Exxon, Proctor & Gamble, Fort Howard Paper, Wisconsin Electric, Sears Tower, Texas Utilities, and others.

Mr. Stelter said the CDA was put into place for the purpose of negotiations and has worked with Mr. Burns for at least nine months. The City has worked with Mr. Burns for at least one year prior to that. He asked Mr. Tucker why he has not approached the CDA and City before tonight.

Mr. Tucker said he does not trust the City or the seller. He did not want anyone to know what he was working on. In addition, he is not asking for any money from the City. He is also a procrastinator and does not like people to know his business. He said he has been trained in real estate law and to keep his mouth shut.

Mr. Stelter reminded Mr. Tucker that there are liability issues relating to this site.

Mr. Tucker said he realizes there is liability, and it is breached if the City touches the site. He said he plans to create a firewall of liability. He asked the CDA to hold off on taking any action at this time. It is his intent to indemnify all parties.

Mr. Stelter asked why the seller has not just sold him the property if everything is so easy.

Mr. Tucker said the seller and everyone is scared of the indemnification. He again stated he does not like to conduct his affairs in public.

Mr. Stelter asked when it would be learned who the investors are, the funding, and the intricacies of the proposal.

Mr. Tucker said he could provide more detailed information in about three weeks. He said that he does have a contract to purchase the property.

Mayor Kinzel questioned how long the City is supposed to hold off on taking any action when there is a willing participant who has come forth and has been working with the City for years. He said the City needs to know what the seller is planning to do with the site.

Attorney Herbrand said the City does not own this land. He is in the process of talking to the attorneys for the now bankrupt Amcast company. The Amcast attorneys indicated last Friday that they prefer to sell the land to Mr. Burns. Mr. Tucker came forth last week. He said if there is any concern on the part of the CDA the matter could be postponed until a proposal is received from Mr. Tucker and all issues are vetted.

Mr. Stelter again asked when the City would receive details and substantive information.

Mr. Tucker said he could forward something in writing in a few days.

Mr. Dettro said he does not want to derail the work that has been done by the City and the CDA, but he is interested in what Mr. Tucker's plan is and what it may mean to the City. He said the TID process should move forward. Mr. Tucker needs to work within the City's timeframe.

Council Member Arnett asked Mr. Tucker what type of development is planned for the site to justify the costs, given that no rezoning is necessary.

Mr. Tucker said there will be a multi-family development. He will not be asking for any money from the City or any rezoning or variances.

Bryan Baas, N76 W6023 Bywater Lane, said that to him cost is not a factor. He is concerned about removing the blight and cleaning up the site.

Mr. Taves said that from his perspective the CDA and Common Council could move forward in terms of the TID given this recent development. The effective date of the TID will be January 1, 2018; however, if it is determined that the TID is not necessary the required paperwork will not be filed with the State in October of 2018.

Mr. Dettro said he is in favor of moving the process to create the TID forward.

Mr. Tucker indicated he will forward a plan to the City in the near future.

Motion made by Council Member Regenfuss, seconded by Mr. Kassander, to close the public hearing at 8:12 p.m. Motion carried unanimously with Mr. Lythjohan excused.

**CONSIDERATION OF RESOLUTION DESIGNATING PROPOSED BOUNDARIES  
AND APPROVING A PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 4,  
CITY OF CEDARBURG, WISCONSIN**

Motion made by Mr. Stelter, seconded by Mr. Kassander, that the CDA adopt Resolution No. 2017-01 designating proposed boundaries and approving a Project Plan for Tax Incremental District No. 4, City of Cedarburg, Wisconsin. Motion carried unanimously with Mr. Lythjohan excused.

**ADJOURNMENT**

Motion made by Mr. Kassander, seconded by Mr. Arvold, to adjourn the meeting at 8:14 p.m. Motion carried unanimously with Mr. Lythjohan excused.

Constance McHugh  
City Clerk

**CITY OF CEDARBURG  
JOINT REVIEW BOARD  
TAX INCREMENTAL DISTRICT NO. 4 CREATION  
OCTOBER 16, 2017**

A meeting of the Joint Review Board for the creation of TID No. 4 in the City of Cedarburg, Wisconsin, was held on Monday, October 16, 2017 at 6:00 p.m. at City Hall, W63 N645 Washington Avenue, second floor Council Chambers

Roll Call: Present - Mayor Kip Kinzel, City Representative  
Kathy Geracie, Ozaukee County Representative  
Todd Bugnacki, School District Representative  
Wilma Bonaparte, MATC Representative  
Allan Lorge, Public Member

Also Present - Christy Mertes, City Administrator/Treasurer, Constance McHugh, City Clerk, Council Members Patricia Thome and Rick Verhaalen (arrived at 6:10 p.m.), Community Development Authority, Member Joe Kassander, Todd Taves of Ehlers & Associates  
DJ Burns, Brian Berner and Chelsea Corson of Drake Consulting Group, LLC; interested citizens and news media

**CALL TO ORDER**

Mayor Kinzel called the meeting to order at 6:00 p.m.

**APPOINTMENT OF JOINT REVIEW BOARD'S PUBLIC MEMBER**

Ms. Geracie nominated Allan Lorge as the Joint Review Board's public member. The motion was seconded by Mayor Kinzel.

Mayor Kinzel closed the nominations.

With Mayor Kinzel, Mr. Bugnacki, Ms. Bonaparte, and Ms. Geracie voting in favor of the appointment of Allan Lorge as the public member, Mr. Lorge was seated.

**ELECTION OF CHAIRPERSON**

Motion made by Ms. Geracie and seconded by Mr. Lorge, to appoint Mayor Kinzel as Chair. Motion carried unanimously.

**REVIEW RESPONSIBILITIES OF JOINT REVIEW BOARD**

Mr. Taves explained this is an organizational meeting of the Joint Review Board for the creation of Tax Incremental District No. 4 (TID No. 4). He said the Board has already accomplished two of its goals: 1) appointing a public member and 2) appointing a chair.

Mr. Taves explained the Board must use the "but for" standard and come to the conclusion that "but for" tax incremental financing this Project would otherwise not happen. The decision to approve or deny creation of the District shall be based on the following criteria outlined in State Statutes:

**CITY OF CEDARBURG  
JOINT REVIEW BOARD  
TAX INCREMENTAL DISTRICT NO. 4 CREATION  
OCTOBER 16, 2017**

- A. Whether development expected in the tax incremental district would occur without the use of tax incremental financing;
- B. Whether the economic benefits of the tax incremental district, as measured by the increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements; and
- C. Whether the benefits of the proposal outweigh any loss, if it occurs, in the tax revenues of the overlying jurisdictions.

The Community Development Authority (CDA) will hold a public hearing on the Project Plan later this evening and take action on the matter. The Common Council will review the Project Plan at its meeting on October 30 and take action on a resolution approving the Project Plan and the district boundaries. The Joint Review Board will need to reconvene after October 30 to further consider the Project Plan and approve or reject it.

**REVIEW AND DISCUSS PROJECT PLAN**

Mr. Taves reviewed the Project Plan with the Board. TID No. 4 consists of three parcels and 8.42 contaminated acres. The site is the former Meta Mold Aluminum Company manufacturing site. State Statutes require that 50% of the area be blighted in order to qualify for a blighted TID. In this case 100% of the area is blighted.

The City anticipates making total project expenditures of approximately \$4.54 million, including \$3.33 million in project incentive and assistance payments to a private developer, \$1.04 million for long-term interest due on the associated debt obligation, \$97,000 for finance related expenses and \$84,000 for administrative expenses over the life of the District. Costs to carry the debt are estimated to be \$1.37 million with an expectation that the City will need to provide a net \$337,766 subsidy to cover the full amount of the interest payments due. The District is expected to remain open for 27 years and create a minimum of \$10,025,000 in incremental valuation. It is expected that the District will not recover its project costs, and that the City will be providing an estimated \$878,946 subsidy to the District consisting of the \$337,766 debt service gap plus \$541,180 in estimated interest accruals on both the recovered and unrecovered portion of advanced funds.

**SET NEXT MEETING DATE**

The next meeting of the Joint Review Board will be November 16, 2017 at 6:00 p.m.

**ADJOURNMENT**

Motion made by Mayor Kinzel, seconded by Ms. Geracie, to adjourn at 6:15 p.m. Motion carried unanimously.

Constance K. McHugh, MMC/WCPC  
City Clerk

Director Wiza cautioned that one-way streets can have unintended consequences because the speed of vehicles tends to increase because there is no opposing traffic. He said a full review of this would need to be done.

With Council Members Czarnecki, Dieffenbach, Verhaalen, Regenfuss, Thome, and O'Keefe voting aye and Council Member Arnett voting nay, the motion to adopt Ordinance No. 2017-21 carried.

**CONSIDERATION OF RESOLUTION NO. 2017-17 APPROVING THE PROJECT PLAN AND ESTABLISHING THE BOUNDARIES FOR AND THE CREATION OF TAX INCREMENTAL DISTRICT NO. 4, CITY OF CEDARBURG, WISCONSIN**

Todd Taves of Ehlers said the action before the Council tonight is to approve Resolution 2017-17 approving the Project Plan and establish the boundaries for and the creation of Tax Incremental District (TID) No. 4. The initial Joint Review Board convened on October 16 and held an organizational meeting. On October 16 the Community Development Authority (CDA) also met and held a public hearing on the proposed TID and unanimously recommended approval of its creation.

Mr. Taves briefly reviewed the Project Plan. TID No. 4 consists of three parcels and 8.42 contaminated acres. The site is the former Meta Mold Aluminum Company manufacturing site, also known as Amcast. State Statutes require that 50% of the area be blighted in order to qualify for a blighted TID. In this case 100% of the area is blighted.

The City anticipates making total project expenditures of approximately \$4.54 million, including \$3.33 million in project incentive and assistance payments to a private developer, \$1.04 million for long-term interest due on the associated debt obligation, \$97,000 for finance related expenses and \$84,000 for administrative expenses over the life of the District. Costs to carry the debt are estimated to be \$1.37 million with an expectation that the City will need to provide a net \$337,766 subsidy to cover the full amount of the interest payments due. The District is expected to remain open for 27 years and create a minimum of \$10,025,000 in incremental valuation. It is expected that the District will not recover its project costs, and that the City will be providing an estimated \$878,946 subsidy to the District consisting of the \$337,766 debt service gap plus \$541,180 in estimated interest accruals on both the recovered and unrecovered portion of advanced funds.

Mr. Taves explained that there is a provision in the TIF law that allows for a three year extension of the TID if approved by the Joint Review Board and certified by the City's auditors. This would help to pay for some unrecovered costs.

Council Member Thome asked if the City would be grandfathered if the TIF laws changes. Mr. Taves said the City would only be grandfathered if an extension was granted prior to the law change.

Council Member Arnett said the City levy for the TID debt and projects in 2019 is expected to be \$242,388. He said this seems lower than previously expected.

Attorney Herbrand said this may be due to the timing of the development activities.

Council Member Arnett said the year one impact will be the worst. The City will mostly recover the deficit after 27 years. Mr. Taves said the debt can be structured to match the cash flow.

Council Member Arnett asked if the development agreement has been signed. Attorney Herbrand said the CDA must formally approve the development agreement. The agreement is contingent upon the TID being created.

Council Member O’Keefe asked if funds from an over-performing TID can be transferred to another TID. Mr. Taves explained that in some cases TIDs can be recipients of funds from other TIDs.

Motion made by Council Member Arnett, seconded by Council Member Regenfuss, to adopt Resolution No. 2017-17 approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 4, City of Cedarburg, Wisconsin. Motion carried with Council Members Arnett, Dieffenbach, Regenfuss, Thome, and O’Keefe voting aye and Council Members Czarnecki and Verhaalen voting nay.

**CONSIDER ORDINANCE NO. 2017-22 AMENDING SEC. 10-1-28 OF THE MUNICIPAL CODE TO ESTABLISH FOUR HOUR PARKING ON THE WEST SIDE OF HANOVER AVENUE BEGINNING 18 FEET SOUTH OF THE PUBLIC LIBRARY DRIVEWAY AND CONTINUING SOUTH TO THE INTERSECTION WITH CENTER STREET, AND TO ESTABLISH FOUR HOUR PARKING ON THE EAST SIDE OF HANOVER AVENUE FROM THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET TO A POINT 175 FEET TO THE NORTH, AND EXCEPTING THE EXISTING CODE REFERENCES TO TWO HOUR PARKING ON THESE SEGMENTS**

Director Wiza said there has been a request to establish four hour parking on parts of Hanover Avenue to free up parking spaces in front of the Ozaukee County Historical Society Depot building on Center Street. The proposed ordinance creates four hour parking on Hanover Avenue between the Library driveway to Center Street on the west side and to the VIP driveway on the east side.

Council Member Dieffenbach said he talked to businesses in the area and most are ambivalent about this change. He said he is not sure what it accomplishes.

Mr. Velnetske said this opinion is not shared by the owner of Rachel’s Roses. He said constituents on Center Street are not ambivalent about this. He said there is overcrowding of parking on Center Street every day and as a result leaves are not picked up, residents are not able to have guests park directly in front of their homes, and drivers cannot see traffic or pedestrians. He said Hanover Avenue is underutilized because it is limited to two hour parking. He said this ordinance will alleviate parking congestion on Center Street, hurts no one, and will provide a benefit to residents on Center Street.

Heather Latz said this change will allow employees of the LaBudde Group to park closer to their place of employment.

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** ("Agreement") is entered into by and among the City of Cedarburg Community Development Authority, a quasi-governmental body organized and existing under Section 66.1335 of the Wisconsin Statutes (hereinafter, "CDA"), the City of Cedarburg, a Wisconsin municipal corporation ("City"), and Oliver Fiontar, LLC (hereinafter, "Developer") (collectively, City, CDA and Developer are referred to herein as "Parties" or individually as "Party").

**WHEREAS**, the Property subject to this Agreement consists of the following described real estate: Tax Parcel ID Number 13-051-01-05-000 consisting of approximately 4.02 acres with a site address of N37 W5684 Hamilton Road; Tax Parcel ID Number 13-050-21-09-000 consisting of approximately 2.40 acres with a site address of N39 W5789 Hamilton Road; and Tax Parcel ID Number 13-050-21-08-000 consisting of approximately 2.004 acres abutting Johnson Avenue, all of which is described in more detail on Exhibit A, attached hereto and incorporated herein by reference, and all of which is within a tax increment financing district proposed to be created by the City; and

**WHEREAS**, the Parties entered into a Memorandum of Understanding ("MOU") on August 22, 2016 to identify the major preliminary business points between the CDA and Developer, regarding the redevelopment of the former Metamold/Amcast Property located on the north and south sides of Hamilton Road in the City of Cedarburg, commonly identified as N37 W5684 and N37 W5789 Hamilton Road and an adjoining parcel, Cedarburg, Wisconsin ("Property"), by Developer, in accord with approved plans; and

**WHEREAS**, Developer seeks to establish a mixed use development with residential and commercial retail components at the Property; and

**WHEREAS**, the Property is defined as blighted. This area was formerly owned and operated as the site of the Meta Mold Aluminum Company, an aluminum die-cast facility which operated at the Property starting in 1939 and Amcast Industrial Corporation, a local automotive industry supplier, and has been affected by adverse land use and significant pollution that has resulted in the decline of real property value that is not likely to recover without intervention from the CDA; and

**WHEREAS**, the Property is currently part of a larger property included on the United States Environmental Protection Agency National Priorities List. The Property is contaminated with various hazardous substances including, but not necessarily limited to, polychlorinated biphenyl (PCB), polycyclic aromatic hydrocarbons (PAH), asbestos containing building materials (ACBMs), lead-based paint, and other volatile organic compounds (VOCs); and

**WHEREAS**, Developer will only acquire and develop the Property if the blighted conditions described herein have been addressed by the CDA and City as set forth in this Agreement and Developer receives the incentives outlined in this Agreement; and

**WHEREAS**, The Parties acknowledge that the Property is at an economic disadvantage to other available sites due to its blighted condition and CDA development requirements, which will result in Developer's proposed redevelopment costing more than alternative sites in an amount that is estimated to be approximately \$3,053,000 (the "Project Gap"); and

**WHEREAS**, Wisconsin Law provides a strategic mechanism for the encouragement of such economic development, as is described herein, in its Tax Incremental Law, Wis. Stat. Sec.66.1105, including the ability to bridge cost gaps, in order to stimulate development which would (1) not otherwise occur; or (2) be substantially delayed or deferred; and

**WHEREAS**, Developer has also requested financial assistance through a Tax Incremental District, the City, CDA and other taxing jurisdictions, to permit it to implement and carry out its coordinated redevelopment plan; and

**WHEREAS**, the City and CDA are willing to assist with a Tax Incremental District-based incentive in order to help reduce the Project Gap, including, but not necessarily limited to, approving a contribution to Developer of a specified portion of the tax increment generated by the improvements to the Property to be built by Developer, and, subject to an amendment of this Agreement, not to exceed a specified amount; and

**NOW, THEREFORE**, it is agreed as follows:

Section 1. Defined Terms.

**"Building and Site Improvements"** shall mean those provided in any subsequent Redevelopment plans, as approved by the City, including all implicated requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, parking and landscaping ordinances, laws, regulations, and codes.

**"Building Permit"** shall mean a permit issued by the City for construction or rehabilitation of a building.

**"Commence Construction"** shall mean the point in the construction process at or after which (1) the City has issued a building permit or provided written approval to permit selective demolition, remediation, and/or rehabilitation of a building, structure, or portion of a building on the Property, and (2) the Developer has commenced work pursuant to said permit or written approval in the form of either digging a foundation or erecting a structure.

"Development" shall mean the completed project for the construction and installation of buildings and site improvements approved as part of the redevelopment Plan.

"Redevelopment Plan" shall mean any subsequent Redevelopment Plans, as approved by the City, including all implicated requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, parking and landscaping ordinances, laws, regulations, and codes. .

"District" shall mean the future TID No. 4, to be created.

"Municipal Code" shall mean the City of Cedarburg Municipal Code of Ordinances, as amended.

"Building Occupancy" shall mean that point in time at which an occupancy permit has been issued by the City for all or a portion of the space within a building.

"Northern Parcel" means that portion of the Property located on the north side of Hamilton Road, and commonly identified as N37 W5684 Hamilton Road with a Tax Parcel ID Number of 13-051-01-05-000.

"Property" means the real property described more fully on Exhibit A ("Property Legal Description"), attached hereto and incorporated herein by reference.

"Southern Parcel" means that portion of the Property located on the south side of Hamilton Road, and commonly identified as N39 W5789 Hamilton Road with Tax Parcel ID Numbers 13-050-21-09-000 and 13-050-21-08-000.

"Substantially Complete" means a building is substantially complete, and eligible for the issuance of an occupancy permit by the City.

"Tax Increment" means the amount obtained with regard to the Property and the Buildings and Site Improvements to be constructed on the Property by Developer, with reference to and in accordance with the provisions of Section 66.1105(2)(i) through (m), Wisconsin Statutes. More specifically, the Tax Increment revenue for purposes of this Agreement will reflect the difference between the tax on the equalized value of the Property as of January 1, 2018 before construction of the Building and Site Improvements contemplated in this Agreement (the tax incremental base), and the tax on the equalized value of the Property with the Building and Site Improvements contemplated in this Agreement.

## Section 2. Representations by the City and CDA.

The City and CDA make the following representations as the basis for the undertaking on its part herein contained:

(a) The CDA is a quasi-government body organized and existing under Section 66.1335 of the Wisconsin Statutes.

(b) The City and CDA propose to provide Tax Incremental-based assistance to Developer in accordance with the provisions Section 66.1105, Wisconsin Statutes, and of this Agreement.

(c) The activities of the City and CDA are undertaken for the public purposes stated and defined in Section 66.1105, Wisconsin Statutes.

(d) The parties signing below for the City and CDA warrant they have been fully authorized to execute this Agreement on behalf of the City and CDA, and to bind the City and CDA to the Agreement.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatsoever nature to which the City or CDA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

**Section 3. Representations and Warranties by Developer.**

Developer represents and warrants that:

(a) It has full authority to execute and perform this Agreement, contingent on final acquisition of the Property.

(b) The parties signing below for Developer warrant they have been fully authorized to execute this Agreement on behalf of Developer, and to bind Developer to the Agreement.

(c) The proposed Development by Developer would not occur but for the tax incremental based financing assistance being provided hereunder.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of, or compliance with, the terms and conditions of this Agreement is not prevented, limited by, or conflicts with, or results in the breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) The Development will have the following estimated fair market value, as determined by the State of Wisconsin real estate tax valuation, by the dates indicated:

1. \$275,000 no later than January 1, 2020;
2. \$2,775,000 no later than January 1, 2024;

3. \$4,775,000 no later than January 1, 2025;
4. \$7,275,000 no later than January 1, 2026;
5. \$10,025,000 no later than January 1, 2027.

Section 4. CDA Responsibilities.

Subject to the final terms, conditions, and provisions of the Agreement, and compliance with same and completion of the Developer's duties and responsibilities as outlined therein:

(a) Upon receipt of the executed documents and transactions contemplated by this Agreement, the CDA shall make good faith efforts to acquire the Property from the current owner, Meta-Mold Aluminum Co., via eminent domain pursuant to the CDA's authority under Wis. Stat. § 66.1333(5)(a)3 and Sec. 16-7-1(B) of the City's ordinances. Immediately following the CDA's acquisition of the Property, this Agreement shall become effective and the CDA shall convey the Property to the Developer upon the terms and conditions contained herein. The date of such sale from the CDA to the Developer is referred to herein as the "**Closing**." Prior to the closing the executed Agreement and any other document required herein shall be held by a title company chosen by the parties. The CDA shall not, during the term of the MOU, convey the Property to any other third party except Developer.

(b) In return for the overall minimum equalized property valuation of the Development of \$10,025,000 for buildings to be constructed or rehabilitated on the Northern Parcel and Southern Parcel, the CDA shall contribute an amount not to exceed \$275,000 toward the redevelopment as developer assistance ("**Developer Assistance**"). The Developer Assistance amount shall be based upon the final development plan, expected valuation of same, and completion dates for occupancy of all buildings to be constructed. In no event shall any Developer Assistance payment be due and payable if the Developer is in default, beyond any applicable cure period, of the terms of this Agreement, or owes any delinquent fees or taxes to the City. Developer acknowledges that, subject to the terms and conditions of this Agreement, Plan Commission review fees, architectural review fees, engineering fees, and building permit fees shall be paid in addition to the other fees described herein and are due as set forth in the Municipal Code. Developer Assistance shall be allocated, prorated and paid pursuant to the following schedule, terms and conditions:

1. \$70,000 upon the later of execution of this Agreement and final acquisition in fee simple of the Property by Developer.

2. \$70,000 upon Developer showing proof of razing and removal of all existing buildings on the Property except the commercial office building currently located on the Southern Parcel and, at Developer's discretion, the Industrial Office building located on the Northern Parcel. For purposes of this paragraph, razing

shall not be deemed complete until all structures are removed from the Property, as described herein, and the Property is secure for access by Developer and its contractors and invitees.

3. \$70,000 upon Developer or its assigns receiving building permits from the City and commencing construction for at least \$1,000,000 of new-construction buildings on the Property (not to include valuation from rehabilitated structures or value created using Project Gap Financing).

4. \$65,000 upon Developer showing proof of remediation of the Property to the point in time that Building Occupancy has been granted to newly-constructed buildings and other structures on the Property with a combined equalized fair market valuation of \$4,775,000 (not to include valuation from rehabilitated structures or value created using Project Gap Financing).

(c) Project Gap Financing. In addition to the Developer Assistance payments identified above, the CDA shall contribute Project Gap Financing to the Developer in an amount not to exceed \$3,053,000, which sum shall be held in escrow with a Title Insurance Company or other financial institution of CDA's choosing and cost, and disbursed as follows: Upon providing the CDA or its designated agent with the proper documentation confirming need, the Developer shall be entitled to an immediate draw funding mobilization costs in the amount of \$250,000. Developer shall be allowed further draws from the lender or escrow agent, at the points/milestones, as shown on the Developer's Project Plan cost timeline, marked **Exhibit C**, and attached hereto and incorporated herein by reference. Said draws from the escrow account shall be subject to the following terms and conditions: The CDA, or its designated agent, shall review and consider authorization of each payment to the Developer. Any requests for a progress payment submitted by Developer after the 15<sup>th</sup> day of a month but prior to the 1<sup>st</sup> day of the next month shall, if approved, be payable by the 15<sup>th</sup> day of the next month, and requests for progress payments submitted after the 1<sup>st</sup> day of the month but prior to the 15<sup>th</sup> day of the month shall be payable on the last day of the month. Developer shall furnish proper lien waivers, executed contracts, or other releases deemed acceptable to the escrow agent or lender, if required, to the extent of the progress payment authorized. Developer shall further furnish any requested documentation supporting the payment request, as requested by the lender, escrow agent, or CDA or its agent. No down payment or pre-payment to Developer or any contractor exceeding \$250,000 shall be made without the contractor or Developer providing payment and performance bonds for any such down-payment or pre-payment. If timely payment is not received, Developer shall be entitled to stop work and/or extend Contract times applicable to Developer, as set forth herein.

(d) Real Estate Tax. The CDA shall work in good faith with Ozaukee County to eliminate, reduce, or resolve the existing delinquent real estate taxes owing against the Property prior to transferring the Property to the Developer. In the event that the CDA is unable to resolve the existing tax obligation in a manner that is deemed acceptable to the Developer, then the Parties shall promptly execute a Termination of this Developer Agreement, in a form deemed mutually acceptable to the Parties.

(e) Documentation and Correspondence with Governmental Agencies. The Developer shall further provide the CDA with copies of all reports that are submitted to the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources or other documentation confirming requests to any governmental agency or authority having jurisdiction over the remediation of the Property for the issuance of grants or low-interest loans related in any way to the Property or the work to be conducted thereon. Such copies of documentation or correspondence shall be provided to the CDA or its designated agent at the same time (simultaneously) that it is provided to the governmental agency or authority. The CDA, City or their agents, representatives, and assigns agree that they will not communicate or provide information to the EPA or the Wisconsin Department of Natural Resources regarding the Development without notifying Developer at least 48 hours in advance of the communication and, if applicable, of the Developer's right to attend any meeting or teleconference by and between the CDA, City, or their agents, representatives, or assigns and the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources.

Section 5. Developer Construction Deadlines and Responsibilities

Subject to the final terms, conditions, and provisions of the Agreement, and compliance with same and completion of the CDA's duties and responsibilities as outlined therein:

(a) The Developer shall, subject to all applicable governmental approvals, design and construct improvements consisting of Planned Unit Development overlay district including, but not limited to, commercial and multifamily residential development as approved by the CDA and City Plan Commission on the Property.

(b) This shall not prohibit the Developer from assembling other properties and including the properties in the redevelopment.

(c) Subject to Force Majeure as defined in Section 10(h), the Developer shall apply for a building permit for the rehabilitated commercial office building on the Southern Parcel, and commence rehabilitation of the building no later than 60 days after taking title to the Property from the CDA, as described in section 4(a) herein, and shall substantially complete the rehabilitation of the building by the date provided in Section 3(e) (1).

(d) If Developer is unable to commence construction on the commercial office building on the Southern Parcel on or before the date required herein, and in addition to all other legal remedies available to the CDA, then Developer and CDA shall meet and discuss the following potential remedies: i) an extension of the commencement date identified above, ii) revision of the Developer Assistance payment described herein, and/or iii) repurchase of the real estate parcel on which the building is to be located, pursuant to the terms of 5(e) below. In the event that the Parties are

unable to agree to a remedy, the CDA shall have all remedies available to it pursuant to this Agreement, including but not limited to section 5(f) below, as well as any and all rights and remedies available at law.

(e) Lot Re-purchase. In the event that Developer defaults on any of the terms and conditions set forth herein, or does not, for any reason (but subject to Force Majeure, any extensions agreed upon pursuant to Section 5(d), and the terms of Section 5(h)), commence construction of any building on the Property by the date set forth herein, or fails to achieve the real estate valuations as required within section 3(e) herein, and in addition to all other legal remedies available to the CDA, CDA shall have the right, but not the obligation, at any time thereafter, to re-purchase one or more parcels of real estate comprising the Property upon 30 days prior written notice to Developer, provided Developer has not cured the default or achieved the valuation within ninety (90) days after receipt of such notice. The price for re-purchase by the CDA shall be \$1 plus the Developer's cost (but excluding Project Gap Financing) of any newly constructed or rehabilitated structures or infrastructure (i.e. utilities, parking lot, storm water pond) installed on the Property. Said purchase price shall expressly not include any existing structures on the Property that have been rehabilitated using Project Gap Financing. The closing on the purchase of the Lot shall occur no later than 150 days after certified mailing of the written notice to Developer. The only prorated cost at closing shall be real estate taxes, and Developer shall be required to produce, at Developer's expense, title insurance in the amount of the purchase price and naming the CDA as insured. All monetary liens and encumbrances of any kind against title to the parcel of real estate being purchased shall be paid or released at the time of sale, unless waived by the CDA. The Developer shall cooperate with any requests to provide evidence of its costs of any newly constructed or rehabilitated structures or infrastructure, as described herein. This right of re-purchase shall be noted on the Deed for the Property, and this agreement, or a memorandum thereof, shall be properly recorded in the Ozaukee County Register of Deeds office at the time of closing of the sale of the Lots to Developer. The right to re-purchase shall include all easements and appurtenances serving the Property, including, but not limited to, any storm water detention pond serving the Northern Parcel and Southern Parcel. In the event that Developer divides the Property, and the parcel containing the commercial office building on the Southern Parcel achieves the valuation shown in Section 3(e)(1) of this Agreement, then that divided parcel shall be released from this right of repurchase. The Developer may also approach the CDA to request a release of this right of re-purchase on any other divided or assembled parcels, which shall be granted upon the CDA being assured, in its sole discretion, that the necessary valuation shall be created thereon. Such assurance may include for example, an approved development project on the parcel by the City, a signed development agreement for the parcel with the City, provision of some other security to the CDA, or such other assurance as the CDA deems necessary and appropriate.

(f) In addition to the remedies described in sections 5(d) and 5(e) herein, Developer and Developer's member, Daniel Joseph Burns III, are required to guaranty all of Developer's obligations under this Agreement, including, but not limited to, Developer Assistance payments, Project Gap financing, and future estimated

equalized property valuation of the Development, as set forth in Section 3(e), above. Developer and Developer's member, Daniel Joseph Burns III agree to execute, at the closing of the transfer of the Property to Developer, as described in section 4(a) herein, an unlimited, unconditional guaranty in a form substantially similar to Exhibit B, attached hereto and incorporated herein by reference.

(g) The Developer shall use building materials that are acceptable to the City Plan Commission, City Council, or other City committee having approval jurisdiction under the Municipal Code.

(h) Developer's obligations under this Section are contingent on obtaining permits and other governmental approvals. Developer shall make all good faith and reasonable efforts to obtain such permits and approvals in a timely manner. Developer understands that this Agreement cannot obligate the City or any other governmental authority having jurisdiction to issue any such permits or approvals needed for Developer's Redevelopment Plan. In the event of delays in the above contingent items, not caused by Developer, then construction start and completion dates in Sections 3 and 5 shall be extended for a period of time commensurate with delays in said approvals and remediation plan. In the event that the City does not approve all or a portion of the Developer's Redevelopment Plan, with buildings of a minimum size and density level shown therein, or in the event that the Property will not support such redevelopment as a result of the environmental contamination found therein, then the guaranteed estimated fair market values required in section 3(e) and 4(b)4 herein shall be adjusted to reflect the actual valuation of the building development approved by the City.

(i) Option to Purchase Life Insurance. The CDA may, at its sole discretion and expense, purchase a policy or policies of life insurance on the life of the Guarantor, Daniel Joseph Burns III to fund the completion of this Agreement. If the Company so elects, the Guarantor, Daniel Joseph Burns III, shall disclose such information and submit to one physical examination as the insurance carrier selected by the CDA may require for the issuance or maintenance of such policy or policies. The CDA shall be the sole owner of any life insurance policy purchased pursuant to this section, and shall be entitled to make all elections and decisions with respect to such policy that an owner may make, including, but not limited to, beneficiary designations, application of dividends to reduce premiums, or to purchase paid up additions, and to borrow against the policy.

#### Section 6. Pledged Values; Waiver of Developer Assistance.

(a) Developer, its heirs, successors, and assigns, agree not to contest any real estate tax assessment against any parcel of real estate comprising the Property based upon equalized fair market values at or below those values set forth above. The Developer, its heirs, successors, and assigns shall have the right to contest and appeal any values above the amounts shown in section 3(e).

Section 7. Easement Grant.

(a) Upon request by the CDA or City, the Developer and its members agree to dedicate to the City the sanitary and water lines within the Property (as identified by the City-approved utility plan) as well as a storm water pond access and maintenance easement agreement, deemed acceptable to Developer and City, with a recorded easement.

Section 8. Environmental Disclosure and Grant Requests.

(a) The Developer is aware of the current reported environmental condition of the Property, as described in the Data Evaluation Report for the Amcast Industrial Site, Cedarburg, Wisconsin, Remedial Investigation/Feasibility Study, WA No. 110-RICO-B5KW/Contract No. EP-S6-06-01, dated April, 2013, as attached hereto, marked **Exhibit D**, and incorporated herein by reference.

(b) The Developer, City, and CDA shall fully cooperate in making an application for any and all federal, state, and local grants available for environmental remediation and redevelopment of the Property. Any grant money, loans, or similar assistance of any kind shall be applied directly to the remediation costs of the Property used to calculate the Project Gap. Developer further agrees that such grant money, loans, or similar assistance shall, where possible, off-set and lower the Project Gap Financing needed to remediate the Property.

Section 9. Payment of Fees.

(a) Developer shall pay, subject to the terms of this Agreement, all fees, expenses, costs, and disbursements relating to the Development on the Property, as required by the Municipal Code. Unless required to be paid in a manner as described in this Agreement, or otherwise pursuant to the Municipal Code, such amount shall be paid within thirty (30) days after being billed therefore.

(b) In accordance with the Municipal Code, the Developer shall reimburse the City for engineering consultant fees related to certified survey map review and Planning and Development Department staff review. Additionally, Developer shall reimburse the City its reasonable costs for inspection and all services deemed necessary by the City Engineer with the understanding that the Developer shall not be responsible in any way for fees incurred by the City or CDA relating to environmental consulting or oversight services.

(c) **Impact Fees.** Impact fees ("Impact Fees"), plus reasonable interest thereon, if allowed by law, shall be paid the City from TID funds available after the re-payment of all other TID expenses and project costs as outlined herein, and pursuant to the annual published schedule and amount, as reflected on the "City of Cedarburg Current Development Fees".

Section 10. Miscellaneous.

(a) Developer shall indemnify, save harmless, and defend the City and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction of the Development to the extent caused by any act or omission on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. Nothing in this Agreement shall be deemed a waiver or release by the City or CDA of any of the rights, notice requirements, or immunities granted to them under Wisconsin Statutes. This Agreement sets forth the entire understanding between the City, CDA, and Developer with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns.

(c) This Agreement may not be changed orally but only by agreement in writing and signed by the Parties hereto.

(d) This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of any other Party.

(e) The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(f) **Binding Effect.** Developer's obligations under this Agreement shall run with the land and be binding on future owners of any interest in the Property, but shall terminate when the Agreement terminates. A memorandum of this Agreement (setting forth that the entire Agreement is on file with the City Clerk) shall be recorded with the Ozaukee County Register of Deeds Office.

(g) **Term.** This Agreement shall be effective only upon satisfaction of the provisions set forth in Section 11 below and shall terminate upon termination of the District, unless by its express terms, it shall provide otherwise or by written termination agreement signed by the Parties.

(h) **Force Majeure.** Notwithstanding anything herein to the contrary, in the event that the Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather,

or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay ("Force Majeure").

(i) Assignment or sale of Property. Neither the Property, nor this Agreement, which is binding upon Developer, Developer's mortgagees, land contract vendors, contractors, agents, officers, employees, personal representatives, guardians and trustees, shall be assigned by Developer to any individual, firm, partnership, corporation, or entity of any kind without the express approval of the City, which shall not be unreasonably withheld, delayed, or conditioned.

(j) Termination of Prior Agreements. The Parties acknowledge that this Agreement revokes, replaces, and supersedes any prior agreement(s) between the Parties relating to the Property.

(k) Developer Right to Cure. With the exception of the construction timelines set forth in Section 5, above, and the payment of fees set forth in Section 9, above, in the event Developer defaults as to any term or condition of this Agreement, Developer shall be given 30 days from the date of mailing of a Notice of Default by the CDA or City, in which to cure said default. In the event that the default is not cured completely within the 30-day period described herein, then Developer shall be deemed in default of the Agreement, and CDA can seek all remedies available to it. This cure provision shall not apply to a default of any of the terms of Sections 5 or 9 herein, and time shall be of the essence as to those terms. Any Notice of Default shall be deemed properly sent, if mailed, via US Mail, to the following address: Oliver Fiontar, LLC, N105 W7585 Chatham Street, Cedarburg, Wisconsin, 53012.

(l) Nothing in this Agreement is intended to be a waiver or estoppel of the City, CDA, or their insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, as amended, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

#### Section 11. Effective Date of Agreement.

This Agreement shall have no force or effect unless and until:

(a) The City has successfully created Tax Increment Financing District No. 4, which includes the entire Property and allows the CDA to carry out its obligations, as set forth herein.

(b) The CDA has acquired the Property and conveyed the Property to the Developer as set forth in Section 4(a) of this Agreement.

(c) The CDA has successfully negotiated a resolution of the delinquent real estate taxes against the Property, as described in section 4(d) above.

Section 12. Future Payment in Lieu of Taxes.

In the event that any portion of the Property becomes exempt from net general real estate taxes during the statutory life of the District, then for the remaining life of the District, (the "PILOT Term"), the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the net general real estate taxes would have been for such portion of the Property (as determined by the City assessor, State of Wisconsin Assessor, or other appraiser selected by the City, subject to the owner's right to contest such determination but subject further to the minimum assessment guaranties and covenants set forth herein) had it not been exempt. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the net general real estate taxes would have been due and payable for such year. If the then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner in the amount of the unpaid payments, provided any recoveries are limited to the PILOT amount then due. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall also be the personal obligation of the then owner of the exempt portion of the Property. The covenant contained in this Section shall be deemed to be a covenant running with the land and shall be binding upon the then owners of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then owners of an exempt portion of the Property. The covenants and obligations set forth in this Section may be embodied in a separate document or documents and recorded against the Property with the Ozaukee County Register of Deeds.

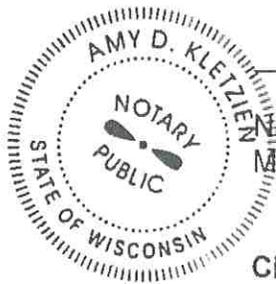
SIGNATURE PAGES TO FOLLOW

WITNESS WHEREOF, Developer, City, and the CDA have caused this Agreement to be signed in duplicate originals this day 26<sup>th</sup> of March, 2018, which shall be the effective date of this Agreement.

OLIVER FIONTAR, LLC  
by: [Signature]  
Daniel Joseph Burns, III, Authorized Member

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF OZAUKEE )

Signed or attested before me this 26<sup>th</sup> day of March, 2018, the above named Daniel Joseph Burns III.



[Signature]  
Notary Public, State of Wisconsin  
My commission 4/26/19

CITY OF CEDARBURG  
COMMUNITY DEVELOPMENT AUTHORITY

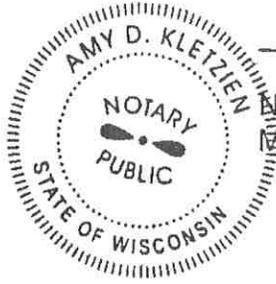
by: [Signature]  
Kip Kinzel, Chair

by: [Signature]  
Constance McHugh, City Clerk

Per Community Development Authority  
Approval

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF OZAUKEE )

Signed or attested before me this 26<sup>th</sup> day of March, 2018, the above named CDA Chair Kip Kinzel and City of Cedarburg Clerk Constance McHugh.



[Signature]  
Notary Public, State of Wisconsin  
My commission 4/26/19

CITY OF CEDARBURG

by: Kip Kinzel  
Kip Kinzel, Mayor

ATTEST:

by: Constance McHugh  
Constance McHugh, City Clerk

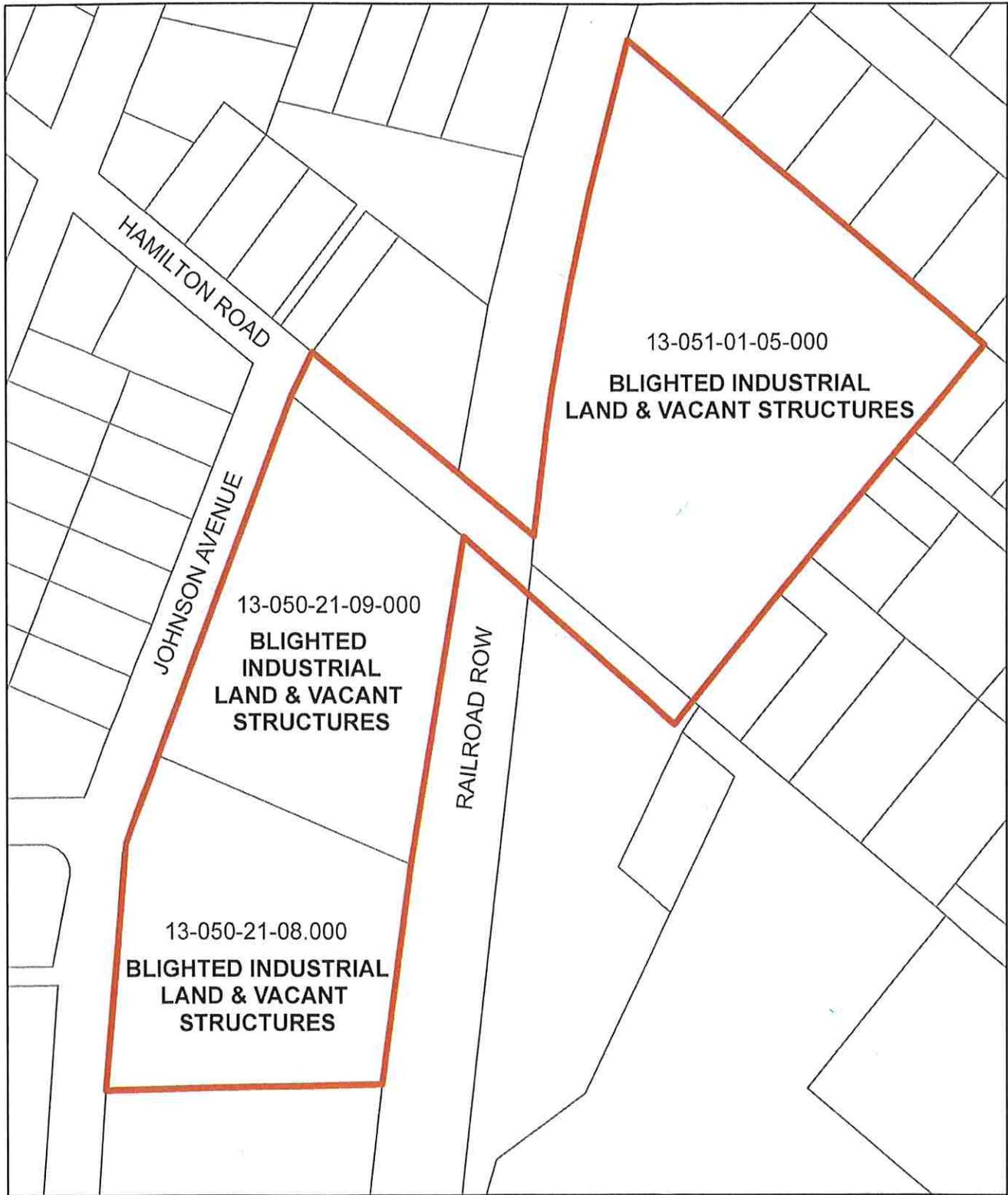
STATE OF WISCONSIN            )  
  ) ss.  
OZAUKEE COUNTY                )

Signed or attested before me this 26<sup>th</sup> day of March, 2018, the above named Kip Kinzel, Mayor, and City of Cedarburg Clerk Constance McHugh.



Amy D. Kleizen  
Notary Public, State of Wisconsin  
My commission 4/26/19

# Map Showing Existing Use & Conditions



1 inch = 150 feet

TIF Boundary  
Current Land Use

City of Cedarburg  
Ozaukee County, Wisconsin

Project Plan TID No. 4 Creation  
September, 2017

# Map of Proposed District Boundary



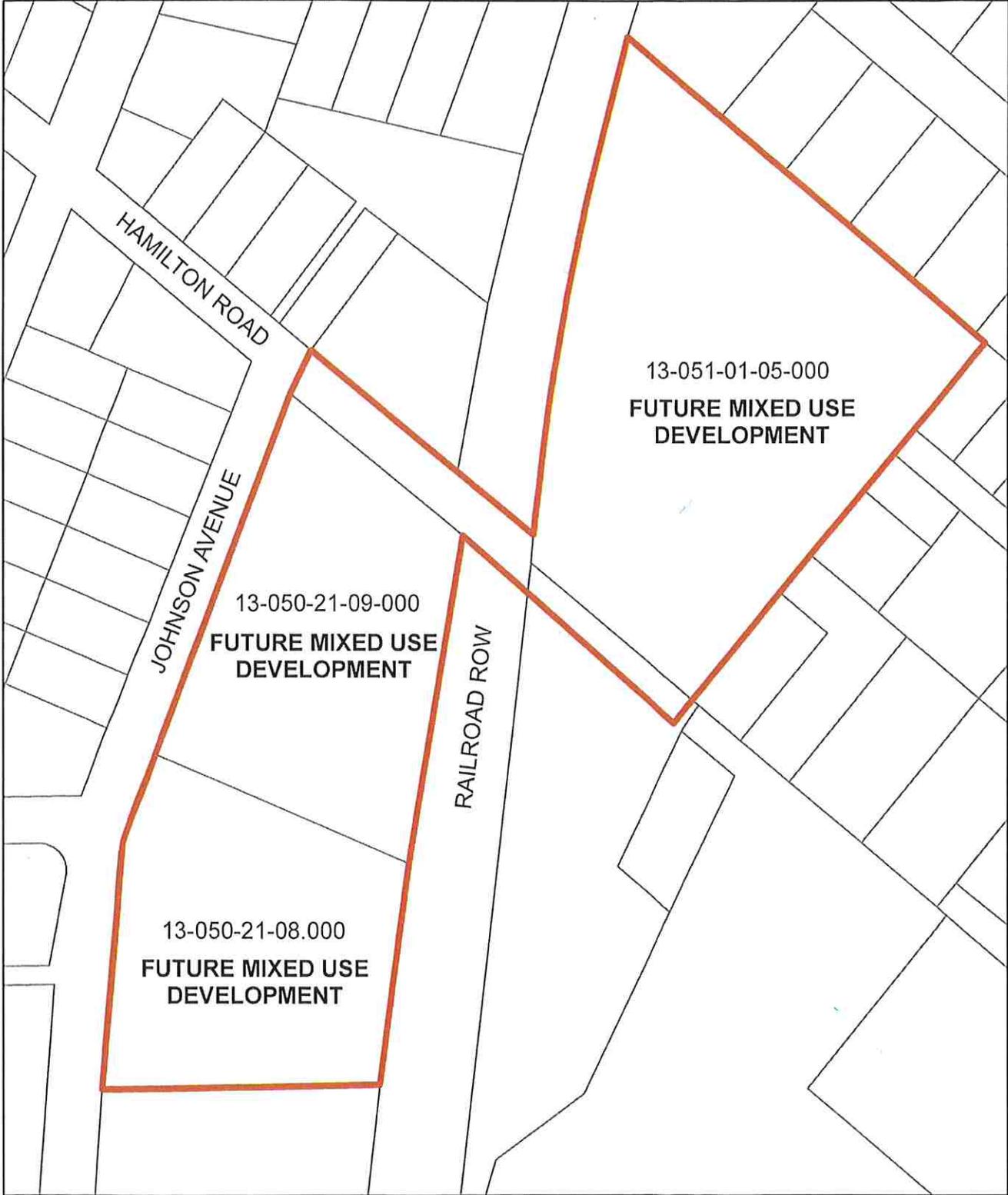
1 inch = 150 feet

TIF Boundary  
Current Land Use

City of Cedarburg  
Ozaukee County, Wisconsin

Project Plan TID No. 4 Creation  
September, 2017

# Map Showing Proposed Improvements & Conditions



N



1 inch = 150 feet

TIF Boundary  
Current Land Use

City of Cedarburg  
Ozaukee County, Wisconsin

Project Plan TID No. 4 Creation  
September, 2017

**CITY OF CEDARBURG**

**MEETING DATE:** February 13, 2023

**ITEM NO:** 7.B.

**TITLE:** Discussion and Action on Public Works, Parks, and Forestry wages.

**ISSUE SUMMARY:** The public works/forestry department currently has an opening for a DPW/Forestry Crew member. With surrounding communities increasing their starting wages for public works employees recently we are requesting to increase our starting wage for a crew member from \$23.00/hr to \$24.72/hr. With this change we have several crew member positions that would require us to increase their wages as well to remain equitable with wages among all the crew positions.

The following increases are being requested in addition to the increase in the starting wage for a crew member.

Employee 1: \$25.12 to \$26.38

Employee 2 & 3: \$24.64 to \$25.87

Employee 4: \$23.92 to \$25.12

Employee 5: \$29.07 to \$30.52

Current pay for crew members ranges from \$23.92 to \$32.73

Current salary range is: \$47,840 (\$23/hr) to \$68,016 (\$32.70/hr)

Surrounding Communities Starting Wages for comparable positions

Port Washington: \$26.07

Grafton: \$23.55

Mequon: \$24.43

West Bend: \$24.72

Ozaukee County: \$26.43

**STAFF RECOMMENDATION:** Staff recommends the changes to remain competitive with surrounding communities. (City staff wage scale is scheduled to be revised in 2023 for the 2024 budget. Last revision was done in 2019.)

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** None

**BUDGETARY IMPACT:**

Current budget for crew member (Budget based on resigned crew members salary): \$57,144

New crew member recommended salary: \$51,417.60 (\$24.72/hr)

2023 wages based on proposed start date for new crew member (March): \$42,848

Savings of \$14,296

Total cost of increases to current staff: \$13,249.60

Total savings of \$1046.40 for 2023

**ATTACHMENTS:** None

**INITIATED/REQUESTED BY:** Joel Bublitz, Public Works Superintendent, Danny Friess, Parks, Recreation, and Forestry Director, Mike Wieser, City Engineer

**FOR MORE INFORMATION CONTACT:** Mikko Hilvo, City Administrator

**CITY OF CEDARBURG  
COMMON COUNCIL  
JANUARY 30, 2023**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, January 30, 2023, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

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

Roll Call: Present - Council Members Jack Arnett, Kristin Burkart, Patricia Thome, Robert Simpson, Melissa Bitter, Rick Verhaalen, Mark Mueller

Excused - Mayor Michael O’Keefe

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

**STATEMENT OF PUBLIC NOTICE**

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

Council Member Thome stated that as Acting Mayor, she would retain her right to vote as Council Member of the 6<sup>th</sup> Aldermanic District.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**PUBLIC HEARINGS**

**A PUBLIC HEARING TO AMEND THE COMPREHENSIVE LAND USE PLAN FOR THE STONE LAKE DEVELOPMENT LOCATED JUST NORTH OF SUSAN LANE (TAX KEY 13-022-03-001.00) FROM INDUSTRIAL AND MANUFACTURING, MEDIUM-DENSITY RESIDENTIAL CLASSIFICATION, TO HIGH DENSITY RESIDENTIAL CLASSIFICATION**

Acting Mayor Thome opened the Public Hearing at 7:02 p.m. Planner Censky explained that this property was annexed from the Town of Cedarburg into the City last April, the applicant has been working on the plan details and is now pursuing a Land Use Plan amendment and rezoning for this two-family Stone Lake Condominium project containing 36 side-by-sides. Specifically, he is requesting to amend the land use plan map to reclassify this property from the existing Industrial and Manufacturing classification north of the quarry and the Medium Density Residential classification south of the quarry to all High Density Residential (10.9 units/acre to 16.1 units/acre). Planner Censky

further explained the Developer reduced the original plan by two (2) units to save the wooded area now termed “Cedarburg Woods-West”.

Robert Vanden Noven – W68N1068 Kensington Avenue addressed the Council explaining that the original plans for the development included (35) buildings. He was concerned with the increase of one (1) unit as the plans now reflect (36) buildings. He was also concerned with the critical species woods and would like protections put in place to protect the woods.

Cathy Czech – N119W5835 James Circle addressed the Council with concerns about the private roads. She said signs alone will not keep nonresidents from driving on the private roads. She also expressed concerns with the added traffic on Sheboygan Road and mentioned that the City should add services if the population continues to grow.

Rich Patek – N116W5575 Lucas Ct addressed the Council and spoke very positively about the impending development and does not think it will be a burden on the City.

Council Member Arnett wanted to make it very clear to impending buyers of the side-by-sides that this development is private, so they are aware of the lack of City services included with the purchase.

A motion was made by Council Member Burkart, seconded by Council Member Verhaalen, to close the Public Hearing at 7:36 p.m. Motion carried on a roll call vote with Council Members Bitter, Arnett, Verhaalen, Simpson, Thome, Mueller, and Burkart voting aye.

**A PUBLIC HEARING TO REZONE THE STONE LAKE DEVELOPMENT LOCATED JUST NORTH OF SUSAN LANE (TAX KEY 13-022-03-001.00) FROM RS-1 SINGLE-FAMILY RESIDENTIAL (TEMPORARY) TO THE RD-1 TWO-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY AND C-4 UPLAND CONSERVANCY DISTRICT APPLIED TO THE “CEDARBURG WOODS-WEST” IDENTIFIED IN THE SOUTHEASTERN WISCONSIN REGIONAL PLAN COMMISSION (SEWRPC) REPORT NO. 42 “A REGIONAL NATURAL AREAS AND CRITICAL SPECIES HABITAT PROTECTION AND MANAGEMENT PLAN FOR SOUTHEASTERN WISCONSIN**

Acting Mayor Thome opened the second Public Hearing at 7:37 p.m.

Planner Censky reminded the Council that the applicant is requesting to rezone the property from the RS-1 Single-Family (temporary) Zoning District to Rd-1 Two-Family District with the (PUD) Planned Unit Development Overlay District. In addition, the C-4 Upland Conservancy District will be applied to the “Cedarburg Woods – West” stand of woods at the southwest corner of this project. He also explained the road around the Quarry takes a jog in order to avoid contact with any wetlands. Sidewalks will connect eventually.

Robert Vanden Noven – W68N1068 Kensington Avenue addressed the Council with the same concerns regarding the extra unit in the Developer’s most recent plan as well as preservation of the woods.

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to close the Public Hearing at 7:46 p.m. Motion carried on a roll call vote with Council Members Bitter, Arnett, Verhaalen, Simpson, Thome, Mueller, and Burkart voting aye.

**DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO 2023-03 AMENDING THE CITY OF CEDARBURG COMPREHENSIVE LAND USE PLAN-2025 FOR THE STONE LAKE DEVELOPMENT LOCATED NORTH OF SUSAN LANE (TAX KEY 13-022-03-001.00)**

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to approve Resolution No. 2023-03 amending the City of Cedarburg Comprehensive Land Use Plan-2025 for the Stone Lake Development located north of Susan Lane (tax key 13-022-03-001.00). Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2023-02 TO REZONE THE APPROXIMATE 41-ACRE PARCEL LOCATED NORTH OF SUSAN LANE (TAX KEY 13-022-03-001.00)**

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to approve Ordinance No. 2023-02 to rezone the approximate 41-acre parcel located north of Susan Lane (tax key 13-022-03-001.00) subject to City Planner Censky's comments located in the packet. Motion carried without a negative vote.

The comments referenced in the motion are listed below:

- **Code Requirement:** Setback and yards. There shall be a minimum setback of twenty-five (25) feet from the right-of-way of all streets.  
**Departure** – The plan proposes a setback of 20’.
- **Code Requirement:** Lot area and width. Lots shall be a minimum of twelve thousand (12,000) square feet in area and shall be no less than one hundred (100) feet in width at the setback line.  
**Departure** - There will be no formal lots within this project and therefore no lot area and width calculations as this is a condominium development.
- The private road section is designed as a rural cross-section with a 24’ wide paved surface and 2’ shoulders ditches and no sidewalks.
- The asphalt width of the public road section will be 32’ wide curb-to-curb with a 24” gutter and 5’ sidewalk on both sides.
- Where the sidewalk is directly behind the curb the sidewalk width shall be 6’.
- The developer shall provide streetlights along the public road section in accordance with Cedarburg Light & Water requirements.
- The developer shall stub the public road section to the east property line.
- Developer shall be responsible for the cost of running sewer and water facilities from Forward Way to this property.
- The developer shall reimburse the City \$49,397 for the cost of running sewer and water facilities from Forward Way to the property line.
- Fire hydrants to be determined by the Cedarburg light & Water and the Fire Department.
- Engineering Department review and approval of all grading, drainage, storm water management and erosion control plans.
- Engineering Department review and approval of all in infrastructure plans.
- The applicant must submit a street tree planting plan for the public portion of the roadway.

**DISCUSSION AND POSSIBLE ACTION ON RECOMMENDATION FROM POLICE CHIEF TO DENY NEW OPERATOR’S LICENSE APPLICATION OF TY ZACHARY RAFN**

Police Captain Ryan Fitting explained the reasons for recommending denial of an Operator's License for Ty Zachary Rafn, citing multiple Operating While Intoxicated (OWI) arrests. Mr. Rafn addressed the Council and explained that the timeframes of the arrests came at a challenging time in his life. He further explained that he has moved past this tough time and was hopeful the Council would consider issuing his license.

The Council discussed the situation, applauded the courage it took for Mr. Rafn to address the Council, but ultimately denied the license.

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to deny the issuance of an Operator's License to Ty Zachary Rafn. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON AWARD OF WATER RECYCLING CENTER FACILITY PLAN CONTRACT**

Water Recycling Center Superintendent Dennis Grulkowski explained how the plant will be nearing capacity soon. A detailed Request for Proposal (RFP) was sent to four firms to define a plan for either building a new Water Recycling Center or upgrading the current one. Three firms submitted responsive proposals and were evaluated based on understanding, approach, schedule, project team, project experience and fee. Donahue and Associates scored the highest based on the evaluation criteria and submitted the lowest overall fee for service.

A motion was made by Council Member Verhaalen, seconded by Council Member Simpson, to award the Water Recycling Center Facility Plan Contract to Donohue & Associates not to exceed \$29,970. Motion carried without a negative vote.

**DISCUSSION AND REVIEW OF THE OREGON SLUDGE DRYING SYSTEM PILOT PROGRAM**

Sludge hauling is the second largest expense for the Water Recycling Center (WRC). In an effort to reduce costs, the WRC participated in a pilot study utilizing the Oregon Sludge Drying System. This program could potentially reduce the costs of sludge hauling, should it be implemented at a future date.

**DISCUSSION AND POSSIBLE ACTION ON ISSUANCE OF 2023-QUADRICYCLE PERMIT FOR NORTH 48 CONTINGENT UPON APPROVAL OF VEHICLE SAFETY INSPECTION**

The Council confirmed they received no complaints about the Pedal Tavern during the 2022 license year. Acting Mayor Patricia Thome requested the drivers hinder any undesirable activity on the Pedal Tavern, should that occur.

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to approve the 2023 Quadricycle Permit for North 48, contingent upon approval of the vehicle safety inspection. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION FOR ISSUANCE OF A FESTIVAL CELEBRATION PERMIT TO FESTIVALS OF CEDARBURG, INC FOR WINTER FESTIVAL TO BE HELD ON SATURDAY, FEBRUARY 18, 2023 FROM 10:00 A.M. TO 9:30 P.M. AND ON SUNDAY, FEBRUARY 19, 2023 FROM 8:30 A.M. TO 6:00 P.M.**

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to approve the issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Winter Festival to be held on Saturday, February 18, 2023 from 10:00 a.m. to 9:30 p.m. and on Sunday, February 19, 2023 from 8:30 a.m. to 6:00 p.m. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION FOR ISSUANCE OF A FESTIVAL CELEBRATION PERMIT TO FESTIVALS OF CEDARBURG, INC FOR STRAWBERRY FESTIVAL TO BE HELD ON SATURDAY, JUNE 24, 2023 FROM 10:00 A.M. TO 8:30 P.M. AND ON SUNDAY, JUNE 25, 2023 FROM 10:00 A.M. TO 5:00 P.M.**

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to approve the issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Strawberry Festival to be held on Saturday June 24, 2023 from 10:00 a.m. to 8:30 p.m. and Sunday, June 25, 2023 from 10:00 a.m. to 5:00 p.m. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION FOR ISSUANCE OF A FESTIVAL CELEBRATION PERMIT TO FESTIVALS OF CEDARBURG, INC FOR WINE & HARVEST FESTIVAL TO BE HELD ON SATURDAY, SEPTEMBER 16, 2023 FROM 10:00 A.M. TO 8:30 P.M. AND SUNDAY, SEPTEMBER 17, 2023 FROM 10:00 A.M. TO 5:00 P.M.**

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to approve the issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Wine & Harvest Festival to be held on Saturday, September 16, 2023 from 10:00 a.m. to 8:30 p.m. and Sunday, September 17, 2023 from 10:00 a.m. to 5:00 p.m. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION FOR ISSUANCE OF A FESTIVAL CELEBRATION PERMIT TO FESTIVALS OF CEDARBURG, INC FOR OKTOBERFEST TO BE HELD SATURDAY, OCTOBER 7, 2023 FROM 11:00 A.M. – 8:00 P.M. AND SUNDAY, OCTOBER 8, 2023 FROM 10:00 A.M. TO 5:00 P.M.**

A motion was made by Council Member Verhaalen, seconded by Council Member Simpson, to approve the issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Oktoberfest to be held on Saturday, October 7, 2023 from 11:00 a.m. – 8:00 p.m. and Sunday, October 8, 2023 from 10:00 a.m. to 5:00 p.m. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE APPOINTMENT OF HEATHER WENTHOLD AS AGENT FOR CEDARBURG ART MUSEUM AND SOCIETY INC. W63N675 WASHINGTON AVENUE**

A motion was made by Council Member Verhaalen, seconded by Council Member Simpson, to approve the appointment of Heather Wenthold as agent for Cedarburg Art Museum and Society Inc., W63N675 Washington Avenue. Motion carried without a negative vote.

**DISCUSSION AND REVIEW OF AMCAST PROPERTY**

Administrator Hilvo explained the Plan Commission met and discussed the concept plan of the Amcast site. It may be brought to the Common Council at a future meeting. There will be a meeting with the

Environmental Protection Agency (EPA), Drake Consulting, and attorneys representing all parties on March 1, 2023. This meeting will not be open to the public.

**DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2023-04 DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING**

The City of Cedarburg will undertake an extension of Hanover Avenue through its Tax Incremental District No. 7. The City expects to finance the project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations. The Bonds will not be issued prior to commencement of the project, the City must provide interim financing to cover costs of the project incurred prior to receipt of the proceeds of the Bond.

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve Resolution No. 2023-04 declaring official intent to reimburse expenditures from proceeds of borrowing. Motion carried without a negative vote.

**CONSENT AGENDA:**

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

- January 9, 2023 Common Council meeting minutes
- New Renewal 2022-2023 Operator Licenses for period ending June 30, 2023 for Nicholle A. McEwen, Jared M. Paul, Catherine J. Radmann, and Cooper J. Zimmerschied
- Payment of bills dated 01/06/2023 through 01/20/2023, transfers for the period 01/01/2023 through 01/27/2023, and payroll for period 12/25/2022 through 01/21/2023

**ADMINISTRATOR'S REPORT**

The City Administrator's report was included in the Council packet.

**BUILDING INSPECTION REPORT**

The Building Inspection Report was included in the Council packet.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** – None

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Member Burkart asked the City to monitor the impending mud that might collect on Western Avenue as the new development continues through the spring months. She also requested to discuss the future of the Immanuel Cemetery house at a future meeting.

Council Member Arnett invited the three (3) Council Member candidates for District 2, to begin attending Council meetings to better understand current City business.

**MAYOR'S REPORT** – None

**ADJOURN TO CLOSED SESSION**

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to adjourn to closed session at 8:40 p.m. pursuant to State Statute 19.85 (1)(g) to confer with legal counsel for the governmental body with respect to litigation in which it is or is likely to become involved. More specifically discussed was a claim regarding damage to the front porch located at W53 N551 Highland Drive. Also discussed was approval of closed session minutes from the January 9, 2023 Council meeting. Motion carried on a roll call vote with Council Members Bitter, Arnett, Verhaalen, Simpson, Thome, Mueller, and Burkart voting aye.

**RECONVENE TO OPEN SESSION**

Open Session reconvened at 8:45 p.m.

**DISCUSSION AND POSSIBLE ACTION ON CLAIM REGARDING DAMAGE TO THE FRONT PORCH AT W53 N551 HIGHLAND DRIVE**

A motion was made by Council Member Arnett, seconded by Council Member Mueller, to deny the claim based on the discussion that took place in closed session.

**ADJOURNMENT**

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to adjourn the meeting at 8:45 p.m. Motion carried without a negative vote.

Tracie Sette  
City Clerk

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
1/28/23-2/10/23

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
1/26/2023	\$44,338.46	Light & Water-December usage
1/31/2023	\$138,596.22	WRS-December remittanc
2/1/2023	\$5,550.98	Delta Dental-March dental & vision premiums
2/7/2023	\$1,500.00	Pitney Bowes-postage
2/8/2023	\$225,000.00	PWSB Payroll
2/9/2023	\$1,364.18	ICMA-contributions for 1/22/23-2/4/23
2/9/2023	\$5,704.67	North Shore Bank-contributions for 1/22/23-2/4/23
2/9/2023	\$522.50	Police Union-contributions for 1/22/23-2/4/23
2/9/2023	\$346.15	State of Wisconsin-child support for 1/22/23-2/4/23
2/9/2023	\$809.06	Wis Deferred Comp-contributions for 1/22/23-2/4/23
	<u>\$423,732.22</u>	

PWSB PAYROLL CHECKING ACCOUNT

2/10/2023	\$159,487.19	Payroll for 1/22/23-2/4/23
2/10/2023	\$65,653.09	Payroll taxes for 1/22/23-2/4/23
	<u>\$225,140.28</u>	

PWSB ARPA MONEY MARKET

2/6/2023	\$76,766.68	PWSB Checking-reimbursement
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
01/27/2023	PWBDD	42721*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	522110	103.55
				TELEPHONE/COMMUNICATIONS	500225	522230	90.72
				TELEPHONE/COMMUNICATIONS	500225	533210	88.83
				CHECK PWBDD 42721 TOTAL FOR FUND 100:			<u>377.74</u>
01/27/2023	PWBDD	42722*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,270.03
01/27/2023	PWBDD	42723	ATIS ELEVATOR INSPECTION LLC	REPAIR AND MAINTENANCE	500240	518100	125.00
01/27/2023	PWBDD	42725*#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	7.01
				OPERATING SUPPLIES	500350	533210	10.45
				MAINTENANCE PARTS	500353	533210	1.53
				MAINTENANCE PARTS	500353	533210	83.18
				MAINTENANCE PARTS	500353	533210	4.49
				MAINTENANCE PARTS	500353	533210	24.72
				MAINTENANCE PARTS	500353	533210	31.91
				REPAIR AND MAINTENANCE	500240	555510	25.18
				CHECK PWBDD 42725 TOTAL FOR FUND 100:			<u>188.47</u>
01/27/2023	PWBDD	42728	COLUMBIA ST MARY'S INC	ATTORNEY/CONSULTANT	500212	522110	762.00
01/27/2023	PWBDD	42729	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	555510	51.37
01/27/2023	PWBDD	42730	CORELOGIC-CENTRALIZED REFUNDS	OVERPAYMENT OF TAXES	261400	000000	9,143.69
01/27/2023	PWBDD	42731	DSI RECYCLING SYSTEMS INC.	MAINTENANCE PARTS	500353	533210	370.00
				MAINTENANCE PARTS	500353	533210	531.00
				CHECK PWBDD 42731 TOTAL FOR FUND 100:			<u>901.00</u>
01/27/2023	PWBDD	42732	EGELHOFF LAWNMOWER SERVICE	REPAIR AND MAINTENANCE	500240	555510	68.97
01/27/2023	PWBDD	42734	EMR, LLC	MAINTENANCE PARTS	500353	533210	1,358.64
01/27/2023	PWBDD	42736	FIVE CORNERS DODGE	K-9 UNIT EXPENSE	500352	522120	24.97
01/27/2023	PWBDD	42737	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	57.58

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Fund: 100 GENERAL FUND							
01/27/2023	PWBDD	42740*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	3,170.00
				ATTORNEY/CONSULTANT	500212	522110	42.00
				ATTORNEY/CONSULTANT	500212	522110	1,856.00
				CHECK PWBDD 42740 TOTAL FOR FUND 100:			<u>5,068.00</u>
01/27/2023	PWBDD	42744	JOHNSON CONTROLS SECURITY SOLU	REPAIR AND MAINTENANCE	500240	518100	376.71
01/27/2023	PWBDD	42745	KOPKA PINKUS DOLIN PC	ATTORNEY/CONSULTANT	500212	522110	273.00
01/27/2023	PWBDD	42747	LETTERS & SIGNS	MAINTENANCE PARTS	500353	533210	760.00
01/27/2023	PWBDD	42748	LINDY L MAYERL	OVERPAYMENT OF TAXES	261400	000000	153.13
01/27/2023	PWBDD	42751	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	280.15
01/27/2023	PWBDD	42753	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	6.58
				MAINTENANCE PARTS	500353	533210	133.69
				MAINTENANCE PARTS	500353	533210	75.98
				MAINTENANCE PARTS	500353	533210	101.88
				MAINTENANCE PARTS	500353	533210	41.54
				MAINTENANCE PARTS	500353	533210	146.19
				CHECK PWBDD 42753 TOTAL FOR FUND 100:			<u>505.86</u>
01/27/2023	PWBDD	42756	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	245.00
				EQUIPMENT/CAPITAL OUTLAY	500380	514700	690.00
				CHECK PWBDD 42756 TOTAL FOR FUND 100:			<u>935.00</u>
01/27/2023	PWBDD	42757	OZAUKEE COUNTY HIGHWAY DEPT	SNOW AND ICE MATERIALS	500450	533450	2,729.91
01/27/2023	PWBDD	42759	POMP'S SERVICES INC.	MAINTENANCE PARTS	500353	533210	48.60
				MAINTENANCE PARTS	500353	533210	101.08
				MAINTENANCE PARTS	500353	533210	(101.08)
				CHECK PWBDD 42759 TOTAL FOR FUND 100:			<u>48.60</u>
01/27/2023	PWBDD	42761	ROTARY CLUB OF CEDARBURG	TRAVEL & TRAINING	500330	522110	255.00
01/27/2023	PWBDD	42763	RYCHTIK WELDING, INC.	MAINTENANCE PARTS	500353	533210	25.00

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Fund: 100 GENERAL FUND							
01/27/2023	PWBDD	42765	THE UNIFORM SHOPPE	UNIFORMS	500346	522120	190.33
				UNIFORMS	500346	522120	164.47
				CHECK PWBDD 42765 TOTAL FOR FUND 100:			<u>354.80</u>
01/27/2023	PWBDD	42766	TIRES UNLIMITED AUTOMOTIVE	REPAIR AND MAINTENANCE	500240	522120	760.48
01/27/2023	PWBDD	42769	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
01/27/2023	PWBDD	42770*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	960.64
				NATURAL GAS-0713912926-00006	500224	518100	1,235.32
				NATURAL GAS-0713912926-00001	500224	518100	1,456.12
				NATURAL GAS-0711276804-00002	500224	522100	2,095.35
				NATURAL GAS-0711276804-00001	500224	522100	10.89
				NATURAL GAS-0713912926-00004	500224	522410	226.97
				NATURAL GAS-0713912926-00009	500224	533210	2,965.77
				NATURAL GAS-0707973696-00001	500224	555510	253.52
				NATURAL GAS-0719886467-00001	500224	555510	372.97
				CHECK PWBDD 42770 TOTAL FOR FUND 100:			<u>9,577.55</u>
01/27/2023	PWBDD	42771	WI DEPARTMENT OF FINANCIAL INSTIT	PROF PUBLICATIONS AND DUES	500320	522110	20.00
02/03/2023	PWBDD	42772	ABLE DISTRIBUTING	REPAIR AND MAINTENANCE	500240	518100	190.09
02/03/2023	PWBDD	42775	ANDREW ECK	OVERPAYMENT OF TAXES	261400	000000	43.38
02/03/2023	PWBDD	42776	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522410	116.04
02/03/2023	PWBDD	42780*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	17.09
				MAINTENANCE PARTS	500353	533210	3.06
				MAINTENANCE PARTS	500353	533210	2.13
				MAINTENANCE PARTS	500353	533210	2.50
				REPAIR AND MAINTENANCE	500240	533311	40.49
				REPAIR AND MAINTENANCE	500240	555510	9.44
				REPAIR AND MAINTENANCE	500240	555510	20.65
				REPAIR AND MAINTENANCE	500240	555510	12.59
				REPAIR AND MAINTENANCE	500240	555510	44.96
				REPAIR AND MAINTENANCE	500240	555510	9.71

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Fund: 100 GENERAL FUND							
				REPAIR AND MAINTENANCE	500240	555510	9.71
				CHECK PBDD 42780 TOTAL FOR FUND 100:			<u>172.33</u>
02/03/2023	PBDD	42781	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	555510	387.99
02/03/2023	PBDD	42782	BULLPENNEWS LLC	OVERPAYMENT OF TAXES	261400	000000	27.09
02/03/2023	PBDD	42783	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	584.00
02/03/2023	PBDD	42784	CHARTER COMMUNICATIONS HOLDINGS	PROFESSIONAL SERVICES	500210	522130	50.00
02/03/2023	PBDD	42787	COMPASS MINERALS AMERICA, INC	SNOW AND ICE MATERIALS	500450	533450	8,581.82
				SNOW AND ICE MATERIALS	500450	533450	2,946.58
				SNOW AND ICE MATERIALS	500450	533450	24,174.74
				CHECK PBDD 42787 TOTAL FOR FUND 100:			<u>35,703.14</u>
02/03/2023	PBDD	42788	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	7.20
				OFFICE SUPPLIES	500310	515600	12.50
				CHECK PBDD 42788 TOTAL FOR FUND 100:			<u>19.70</u>
02/03/2023	PBDD	42789	CORELOGIC-CENTRALIZED REFUNDS	OVERPAYMENT OF TAXES	261400	000000	1,335.59
02/03/2023	PBDD	42790	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - JANUARY TAIJI	500210	555140	252.80
02/03/2023	PBDD	42792	ENERCON, INC.	REPAIR AND MAINTENANCE	500240	533730	4,994.00
02/03/2023	PBDD	42793	ESRI, INC.	OTHER EXPENSES	500390	555510	1,400.00
02/03/2023	PBDD	42794	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	105.40
02/03/2023	PBDD	42796	FP SOLUTIONS LLC	REPAIR AND MAINTENANCE	500240	518100	885.00
02/03/2023	PBDD	42797#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	518100	116.98
				REPAIR AND MAINTENANCE	500240	555510	25.18
				CHECK PBDD 42797 TOTAL FOR FUND 100:			<u>142.16</u>
02/03/2023	PBDD	42798	GRAINGER	REPAIR AND MAINTENANCE	500240	518100	47.54
02/03/2023	PBDD	42799	GUETZKE & ASSOCIATES, INC.	PROFESSIONAL SERVICES	500210	533210	140.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/03/2023	PWBDD	42801	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	559.80
02/03/2023	PWBDD	42802	JONATHAN CENSKY	PROFESSIONAL SERVICES	500210	566310	6,975.44
02/03/2023	PWBDD	42803	LANCE P WOOTEN	OVERPAYMENT OF TAXES	261400	000000	236.65
02/03/2023	PWBDD	42804	LANGE ENTERPRISES, INC.	SIGNS	500363	533311	144.65
02/03/2023	PWBDD	42805	LES THOMPSON	PROFESSIONAL SERVICES - JAN WATERCOLOR	500210	555140	244.80
02/03/2023	PWBDD	42806*#	MID-AMERICAN RESEARCH CHEMICAL	MAINTENANCE PARTS	500353	533210	94.32
02/03/2023	PWBDD	42808#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522410	34.99
				MAINTENANCE PARTS	500353	533210	60.06
				MAINTENANCE PARTS	500353	533210	20.00
				MAINTENANCE PARTS	500353	533210	102.50
				MAINTENANCE PARTS	500353	533210	(146.19)
				CHECK PWBDD 42808 TOTAL FOR FUND 100:			71.36
02/03/2023	PWBDD	42810	NICHOLAS GURNIEWICZ	OVERPAYMENT OF TAXES	261400	000000	91.00
02/03/2023	PWBDD	42812#	ODP BUSINESS SOLUTIONS	MAINTENANCE SUPPLIES	500340	522100	43.09
				OFFICE SUPPLIES	500310	522110	117.28
				OFFICE SUPPLIES	500310	522110	93.52
				OFFICE SUPPLIES	500310	522110	78.59
				OFFICE SUPPLIES	500310	522110	17.03
				OFFICE SUPPLIES	500310	522110	155.94
				CHECK PWBDD 42812 TOTAL FOR FUND 100:			505.45
02/03/2023	PWBDD	42813*#	OLSEN'S PIGGLY WIGGLY	AWARDS, SUPPLIES	500343	519200	72.06
02/03/2023	PWBDD	42818	RICOH USA, INC.	REPAIR AND MAINTENANCE	500240	522110	991.08
02/03/2023	PWBDD	42819	RIVER RUN COMPUTERS, INC.	REPAIR AND MAINTENANCE	500240	522110	582.73
02/03/2023	PWBDD	42820	RUDIG TROPHIES	OFFICE SUPPLIES - NAMEPLATE/TAG FOR	500310	555140	24.25
02/03/2023	PWBDD	42821*#	SAN-A-CARE, INC.	OPERATING SUPPLIES	500350	533210	909.35

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Fund: 100 GENERAL FUND							
02/03/2023	PWBDD	42822	SHERRILL, INC	REPAIR AND MAINTENANCE	500240	555510	161.88
02/03/2023	PWBDD	42823	SOUTHSIDE TIRECO., FRANKLIN	MAINTENANCE PARTS	500353	533210	1,336.08
				MAINTENANCE PARTS	500353	533210	625.76
				CHECK PWBDD 42823 TOTAL FOR FUND 100:			<u>1,961.84</u>
02/03/2023	PWBDD	42824	STATE CHEMICAL SOLUTIONS	OPERATING SUPPLIES	500350	533210	301.19
02/03/2023	PWBDD	42825	STREICHER'S POLICE EQUIPMENT	UNIFORMS	500346	522120	89.98
02/03/2023	PWBDD	42827	TAKAKO WILLDEN	PROFESSIONAL SERVICES - CHAIR YOGA	500210	555140	120.00
02/03/2023	PWBDD	42829	THE UNIFORM SHOPPE	UNIFORMS	500346	522120	289.80
02/03/2023	PWBDD	42830	TITAN BRANDS	EQUIPMENT/CAPITAL OUTLAY	500380	522120	1,044.97
				EQUIPMENT/CAPITAL OUTLAY	500380	522120	2,749.99
				CHECK PWBDD 42830 TOTAL FOR FUND 100:			<u>3,794.96</u>
02/03/2023	PWBDD	42831*#	U.S. CELLULAR	THOMA CELL 0282	500225	522310	42.50
				BUDD CELL 5488	500225	522310	42.00
				WIESER CELL 1782	500225	533110	38.83
				URBANEK CELL 5335	500225	533110	42.86
				BUBLITZ HOT SPOT 0913	500225	533210	39.86
				BUBLITZ TABLET 1195	500225	533210	25.00
				DPW IPAD 1293	500225	533210	25.36
				HINTZ CELL 9168	500225	533210	42.86
				PETERSON TABLET 5195	500225	555510	10.86
				WESTPHAL CELL 3140	500225	555510	43.21
				LEGAULT TABLET 9599	500225	555510	10.86
				SCHWANTES TABLET 9629	500225	555510	10.86
				WESTPHAL TABLET 8568	500225	555510	10.86
				CHECK PWBDD 42831 TOTAL FOR FUND 100:			<u>385.92</u>
02/03/2023	PWBDD	42832*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
02/03/2023	PWBDD	42833	VERMEER-WISCONSIN	MAINTENANCE PARTS	500353	533210	129.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/03/2023	PWBDD	42834	WISCONSIN DEPT OF JUSTICE-TIME	TELEPHONE/COMMUNICATIONS	500225	522110	447.75
02/03/2023	PWBDD	42835	WISCONSIN TRAFFIC SAFETY	TRAVEL & TRAINING	500330	522120	250.00
02/03/2023	PWBDD	42837	ZIPS AW DIRECT	MAINTENANCE PARTS	500353	533210	174.96
Total for fund 100 GENERAL FUND							102,764.98
Fund: 231 AMERICAN RESCUE PLAN ACT							
02/03/2023	PWBDD	42821*#	SAN-A-CARE, INC.	M20 SCRUBBER/SWEEPER	500331	566721	76,766.68
Total for fund 231 AMERICAN RESCUE PLAN ACT							76,766.68
Fund: 240 SWIMMING POOL FUND							
01/27/2023	PWBDD	42770*#	WE ENERGIES	NATURAL GAS-0719900042-00001	500224	555320	10.89
				NATURAL GAS-0716746085-00001	500224	555320	28.05
CHECK PWBDD 42770 TOTAL FOR FUND 240:							38.94
Total for fund 240 SWIMMING POOL FUND							38.94
Fund: 260 LIBRARY FUND							
01/27/2023	PWBDD	42721*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
01/27/2023	PWBDD	42724	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	143.89
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	25.10
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	35.21
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	144.21
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	303.23
CHECK PWBDD 42724 TOTAL FOR FUND 260:							651.64
01/27/2023	PWBDD	42725*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	555110	8.35
01/27/2023	PWBDD	42735	ENVISIONWARE INC	MAINT/CONTRACTED SERVICES	500290	555110	6,122.15
01/27/2023	PWBDD	42750	MONARCH LIBRARY SYSTEM	SHARED SYSTEM SERVICES	500381	555110	14.07
				SHARED SYSTEM SERVICES	500381	555110	2,799.42
				SHARED SYSTEM SERVICES	500381	555110	15.00
				SHARED SYSTEM SERVICES	500381	555110	450.00
				SHARED SYSTEM SERVICES	500381	555110	672.25

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Fund: 260 LIBRARY FUND							
				SHARED SYSTEM SERVICES	500381	555110	14.77
				CHECK PWBDD 42750 TOTAL FOR FUND 260:			<u>3,965.51</u>
01/27/2023	PWBDD	42764	THE PENWORTHY COMPANY, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,499.50
01/27/2023	PWBDD	42770*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	1,702.33
02/03/2023	PWBDD	42774	ALSIP-MERRIORETTE PARK LIBRARY	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	22.00
02/03/2023	PWBDD	42778	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	112.68
02/03/2023	PWBDD	42785	CHIMNEY CONCEPTS	REPAIR AND MAINTENANCE	500240	555110	357.00
02/03/2023	PWBDD	42807	MIDWEST TAPE, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	296.89
02/03/2023	PWBDD	42809	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	497.79
02/03/2023	PWBDD	42815	P & R CLEANING	REPAIR AND MAINTENANCE	500240	555110	2,035.56
02/03/2023	PWBDD	42828	THE PENWORTHY COMPANY, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	902.93
				Total for fund 260 LIBRARY FUND			18,304.79
Fund: 270 FIRE DEPT & EMS							
01/27/2023	PWBDD	42720	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	293.02
				SUPPLIES AND EXPENSES	500347	522500	267.62
				CHECK PWBDD 42720 TOTAL FOR FUND 270:			<u>560.64</u>
01/27/2023	PWBDD	42722*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	397.55
01/27/2023	PWBDD	42726	BOUND TREE MEDICAL, LLC	EMS - FLEX GRANT EXPENSES	500396	522500	15,728.97
01/27/2023	PWBDD	42733	EMERGENCY MEDICAL PRODUCTS	SUPPLIES AND EXPENSES	500347	522500	215.76
01/27/2023	PWBDD	42738	GUTHRIE & FREY	OPERATING SUPPLIES	500350	522500	521.77
01/27/2023	PWBDD	42742	JEFF NELSON	TELEPHONE/COMMUNICATIONS	500225	522500	54.84
01/27/2023	PWBDD	42749	MCKESSON MEDICAL -SURGICAL	SUPPLIES AND EXPENSES	500347	522500	2,729.10
01/27/2023	PWBDD	42752	MUNICIPAL EMERGENCY SERVICES	EQUIPMENT/CAPITAL OUTLAY	500380	522500	544.70
01/27/2023	PWBDD	42755	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	920.58

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Fund: 270 FIRE DEPT & EMS							
01/27/2023	PWBDD	42758	PENFLEX ACTUARIAL SERVICES, LLC	PROFESSIONAL SERVICES	500210	522500	1,000.00
01/27/2023	PWBDD	42767	TOMASO'S	OPERATING SUPPLIES	500350	522500	56.00
01/27/2023	PWBDD	42768	UBS FINANCIAL SERVICES	RETIREMENT	500152	522500	18,006.00
01/27/2023	PWBDD	42770*#	WE ENERGIES	NATURAL GAS	500224	522500	1,216.73
				NATURAL GAS	500224	522500	2,313.95
				CHECK PWBDD 42770 TOTAL FOR FUND 270:			<u>3,530.68</u>
02/03/2023	PWBDD	42773	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	485.62
02/03/2023	PWBDD	42779	BATZNER PEST CONTROL	MAINT/CONTRACTED SERVICES	500290	522500	118.00
02/03/2023	PWBDD	42791	EMERGENCY MEDICAL PRODUCTS	EMS - FLEX GRANT EXPENSES	500396	522500	4,163.77
02/03/2023	PWBDD	42795	FIRE ENGINEERING	PROF PUBLICATIONS AND DUES	500320	522500	34.95
02/03/2023	PWBDD	42817	RELIANT FIRE APPARATUS, INC.	EQUIPMENT/CAPITAL OUTLAY	500380	522500	754.52
02/03/2023	PWBDD	42832*#	UNIFIRST CORPORATION	MAINT/CONTRACTED SERVICES	500290	522500	102.05
02/03/2023	PWBDD	42836	WITMER PUBLIC SAFETY GROUP	EQUIPMENT/CAPITAL OUTLAY	500380	522500	408.19
				Total for fund 270 FIRE DEPT & EMS			50,333.69
Fund: 350 TIF DISTRICT FUND #4							
01/27/2023	PWBDD	42740*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	588.00
02/03/2023	PWBDD	42777	AXLEY BRYNELSON, LLP	ATTORNEY/CONSULTANT	500212	566710	409.50
				Total for fund 350 TIF DISTRICT FUND #4			997.50
Fund: 353 TIF DISTRICT #6							
02/03/2023	PWBDD	42816	R.A. SMITH NATIONAL	PROFESSIONAL SERVICES	500210	566710	25,286.25
				Total for fund 353 TIF DISTRICT #6			25,286.25
Fund: 400 CAPITAL IMPROVEMENTS FUND							
01/27/2023	PWBDD	42746	KORFF PLUMBING LLC	LEAD PIPE REPLACEMENTS	500875	533750	93,478.05
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			93,478.05
Fund: 601 WATER RECYCLING CENTER							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
01/27/2023	PWBDD	42721*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
01/27/2023	PWBDD	42727#	CEDARBURG LIGHT & WATER	COLLECTION SYSTEM MAINT	500360	573835	173.91
				L&W BILLING	500216	573850	11,960.12
				CHECK PWBDD 42727 TOTAL FOR FUND 601:			<u>12,134.03</u>
01/27/2023	PWBDD	42739	HACH COMPANY	LAB SUPPLIES	500370	573825	1,250.25
01/27/2023	PWBDD	42741	IBS OF SOUTHEASTERN WISCONSIN	COLLECTION SYSTEM MAINT	500360	573835	279.00
01/27/2023	PWBDD	42743	JOHN M ELLSWORTH CO INC	MAINTENANCE SUPPLIES	500340	573830	159.87
01/27/2023	PWBDD	42754	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	72.94
01/27/2023	PWBDD	42760	RNOW INC	COLLECTION SYSTEM MAINT	500360	573835	814.99
01/27/2023	PWBDD	42762	RUEKERT-MIELKE, INC.	DESIGN SERVICES DORCHESTER LIFT STATION	185324	000000	50.25
01/27/2023	PWBDD	42770*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	18.14
				NATURAL GAS-0712590709-00001	500224	573825	696.41
				NATURAL GAS-0713182701-00001	500224	573825	224.42
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	18.52
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	13.50
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	51.47
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	14.99
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	12.15
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	25.69
				CHECK PWBDD 42770 TOTAL FOR FUND 601:			<u>1,075.29</u>
02/03/2023	PWBDD	42780*#	BEYER'S HARDWARE	LAB SUPPLIES	500370	573825	2.51
				MAINTENANCE SUPPLIES	500340	573830	2.51
				CHECK PWBDD 42780 TOTAL FOR FUND 601:			<u>5.02</u>
02/03/2023	PWBDD	42786	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	112.11
02/03/2023	PWBDD	42800	HACH COMPANY	LAB SUPPLIES	500370	573825	1,367.84
02/03/2023	PWBDD	42806*#	MID-AMERICAN RESEARCH CHEMICAL	JANITORIAL SUPPLIES	500342	573830	460.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
02/03/2023	PWBDD	42811	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	29.64
02/03/2023	PWBDD	42813*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	20.90
02/03/2023	PWBDD	42814	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
02/03/2023	PWBDD	42826	SYMBIONT	ADAPTIVE MANAGEMENT ADMIN. **2022**	500215	573850	3,240.00
02/03/2023	PWBDD	42831*#	U.S. CELLULAR	WRC TABLET 5112	500225	573825	25.86
				WRC DUTY PHONE 3142	500225	573825	38.75
				URBANEK TABLET 2188	500225	573825	10.86
				HACKERT TABLET 4519	500225	573825	10.86
				CHECK PWBDD 42831 TOTAL FOR FUND 601:			86.33
				Total for fund 601 WATER RECYCLING CENTER			22,805.67
			TOTAL - ALL FUNDS				390,776.55

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

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



City of Cedarburg

# City Administrator's Report

February 9, 2023

## Department News

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

**Engineering & Public Works**— A 50% meeting was held last week for the 2023 Street & Utility Project. Director Wieser is working on the Stormwater annual report. The first ad for the 2023 Sidewalk program will run next week.

The Public Works crew is working on tree removals and pruning, along with preparing for Winter Festival. The Department will be hiring a person to work 50% streets and 50% forestry.

**Parks, Recreation & Forestry**—The Department is working on the Summer Activity Guide to be distributed in early March. Registration for flag football and t-ball began last week. The Department is advertising for their banner program.

**Building Inspection** - A job ad is running for lawn cutting in Zur Ruhe cemetery.

**Clerk**—In-person absentee voting began on Tuesday, February 7, 2023 for the February 21 Spring Primary election.

**Library**— Director Eastwood attended Library Legislation Day in Madison on Tuesday.

**Treasurer**— This is a payroll week. The Department has finished tax collection and is working on the settlement report. The annual audit is scheduled for the first week in March.

**Police**—The most recent hire at the Police Station is attending training through MATC. An additional new hire will begin in June. Captain Fitting is working on a server replacement for the Department.

**Administrator**— A workplan meeting was held with Department Heads on Tuesday. I am working on a wage scale to be effective in 2024. All current policies will be reviewed and Department Heads were asked to review and submit any changes in their specific policies.

Respectfully submitted,



Mikko Hilvo