

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

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, March 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/81696061738>

**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, Kristin 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 review of Adaptive Management Plan\*
8. UNFINISHED BUSINESS
  - A. Discussion and possible action on claim of excessive assessment from property owners located at W60 N667 Jefferson Avenue\*
9. NEW BUSINESS, CONTINUED
  - B. Discussion and possible action on Sewer Utility Easement Agreement with W61 N518-20 Washington Avenue\*

- C. Discussion and possible action on bids received for the 2023 Street and Utility construction contract\*
- D. Discussion and possible action on award of contract for the 2023 Sidewalk Replacement Program\*
- E. Discussion and possible action on Lease Agreement with Vantage Financial for Police Department Server
- F. Discussion and possible action on Initial Resolution No 2023-05 Authorizing \$2,725,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 7\*
- G. Discussion and possible action on Resolution No. 2023-06 Providing for the Sale of, Not to Exceed, \$2,725,000 General Obligation Community Development Bonds, Series 2023A\*
- H. Discussion and possible action on Resolution No. 2023-07 Directing Publication of Notice to Electors Relating to Bond Issue\*
- I. Discussion and possible action on Resolution No. 2023-08 authorizing the City to open a custodial account with Pershing Advisor Solutions LLC and engage Ehlers Investment Partners as Investment Advisor\*
- J. Discussion and possible action on “No Mow May”\*
- K. Update on Amcast property

10. CONSENT AGENDA

- A. Discussion and possible action on approval of February 27, 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 Sara Valentiuk \*\*\*
- C. Discussion and possible action on payment of bills dated 02/24/2023 through 03/07/2023, transfers dated 02/25/2023 through 03/10/2023, and payroll for period 02/19/23 through 03/04/23\*

11. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator’s Report\*

12. COMMUNICATIONS

- A. Comments and suggestions from citizens\*\*
- B. Comments and announcements by Council Members

C. Mayor's Report

13. 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 will be items 11.B. and 11.C. It is also anticipated the Common Council will remain in Closed Session pursuant to State Statute 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. More specifically to be discussed is Item 11.D.

- A. Approval of February 27, 2023 Closed Session minutes
- B. Discussion on Paramedic Oversight Agreement with Southern Ozaukee Fire Department
- C. Discussion and update on the concept of a new shared services agreement for Fire/EMS services with the Town of Cedarburg
- D. Discussion on Erik Kampa claim against the City of Cedarburg

14. RECONVENE TO OPEN SESSION

15. NEW BUSINESS – CONTINUED

- L. Discussion and possible action on Erik Kampa claim against the City of Cedarburg
- M. Discussion and possible action on Paramedic Oversight Agreement with Southern Ozaukee Fire Department
- N. Discussion and possible action on utilizing ARPA funds to fund the Paramedic Oversight Program
- O. Discussion and possible action on shared services agreement for Fire/EMS services with the Town of Cedarburg

16. 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).

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**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 7.A.

**TITLE:** Discussion and review of Adaptive Management Plan

**ISSUE SUMMARY:** The Water Recycling Center is participating in an Adaptive Management Plan in order to comply with current phosphorus regulations. The City is one (1) year into the plan, and this is a brief update of what has happened so far this first year, along with plans for this year.

**STAFF RECOMMENDATION:** Review the data for the first year and continue to participate in the Adaptive Management program.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** The item was discussed briefly at the March 9<sup>th</sup> Public Works & Sewerage Committee meeting.

**BUDGETARY IMPACT:** \$200,000/year

**ATTACHMENTS:** Adaptive Management Phosphorus Progress Report

**INITIATED/REQUESTED BY:** Dennis Grulkowski, Wastewater Superintendent

**FOR MORE INFORMATION CONTACT:** Dennis Grulkowski, (262) 375-7900

City of Cedarburg  
City Commission

# Phosphorus Progress Report

March 13, 2023

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## Presentation Overview



**What is the plan?**



**What are we doing?**



**What are the results?**



**What do we plan to do?**

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## What is the plan?

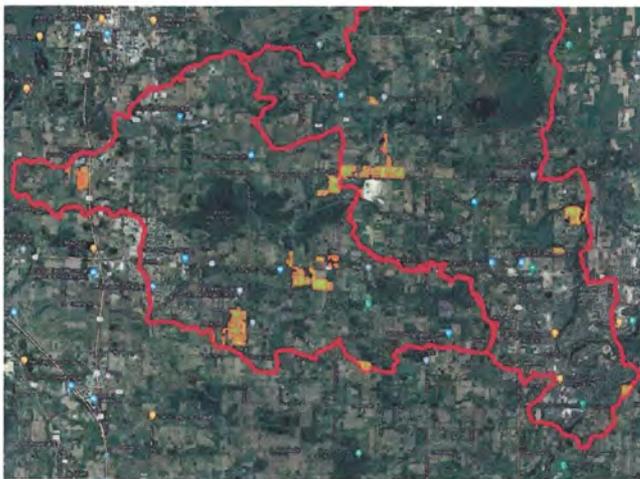
- Lower the phosphorus concentration in Cedar Creek
- Target sources of phosphorus and reduce the amount getting to the creek
- Targeted sources:
  - Farm fields
  - Within the Village



Mead&Hunt

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## What are we doing?

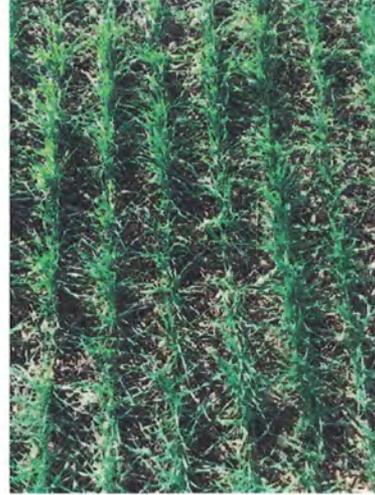


- We are starting with 6 farms
- A total of about 850 acres
- Promoting cover crop and no-till farming
- Goal is 1,600 lb/yr of TP reduction
- This is about 30% of the target reduction

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## Cover Crop Example



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## No-till Farming Example



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## What are the results?



### River Monitoring

- Initial TP concentration: 0.109 mg/L
- 1<sup>st</sup> year result:
  - Into action area: 0.115 mg/L
  - Out of action area: 0.12 mg/L



### Considering Mass

- Initial TP Target: 5,300 lb/yr
- May need to target: 6,700 lb/yr

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## What do we plan to do?



**Updating River Monitoring**  
Reduce sample collection to 1X per month



**Expand Farm Program**  
Continue expanding farm program while continuing to promote cover crop, no-till farming, and other hard practices



**TP Reduction**  
Our 2023 Crop year target is 1,600 lb/yr of TP reduction from Ag sources



**Urban Demo Projects**  
Developing conceptual designs for urban P source reductions

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## Future WRC Site plans



- Crop year 2022 – planted soybean & winter wheat
- Also made improvements to install a primitive grassed waterway
- Crop year 2023 – remove field from crop production
- Considering converting to a prairie.
- A combination of annual grasses and flowers to support butterflies, pollinators, and other wildlife

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**Thank you.**

Mead&Hunt

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DRAFT



# Annual Adaptive Management Report

Project Number R4666724-222351.01  
January 2023



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- 3. Upcoming Year's Activities ..... 6
- 4. Results From Cedar Creek Monitoring ..... 7
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- 6. Recommended Plan Changes..... 12

APPENDICES

- A. Agricultural Reference Information
  - A1. Maps of Fields for Current Crop Year
- B. River Monitoring Data and Analysis
  - B1. Creek Sampling Location Map
  - B2. Data from River Samples
  - B3. Figure 1: Total Phosphorus in Cedar Creek Growing Season 2022

## 1. Introduction

The City of Cedarburg (the City) is implementing a watershed management plan, commonly referred to as adaptive management (AM), to achieve compliance with the phosphorus mass allocations found in the City's Wisconsin Pollution Discharge Elimination System (WPDES) permit. This AM Plan aims to reduce the total phosphorus concentration in Cedar Creek (Creek) to below the water quality standard at the pour point for the action area. The current water quality standard is 0.075 mg/L.

This annual report contains a summary of the actions taken by the City in the previous year, actions planned by the City in the coming year, results from monitoring phosphorus concentrations in the Creek within the action area, progress made toward reaching the goal of the plan, and any changes being recommended to the plan.

## 2. Previous Year's Activities

The City received its reissued WPDES permit (Permit #WI-0020222-10-0) for the Water Recycling Center on March 29, 2022. The reissued permit includes provisions from the City's AM Plan for phosphorus. AM was selected as the phosphorus compliance alternative for the City upon completion of the alternatives review process. The AM plan was submitted to the Wisconsin Department of Natural Resources (WDNR) as part of the permit renewal process.

The City began implementing the AM Plan on April 1, 2022. The first action taken by the City involved starting the Creek monitoring program. Section 2.4 of the approved AM Plan identified phosphorus reduction targets throughout the action area and upstream from the action area, including:

- Improvements to agricultural operations (within the Greater Milwaukee River Reaches MI-22 & MI-24)
- Municipal separate storm sewer system (MS4) reductions within the City

The following is a summary of actions the City took throughout the previous year to reduce phosphorus.

### **Area 1 | Agricultural Improvements Within Reaches MI-22 and MI-24**

The City began implementing agricultural improvements by focusing on two activities. The first activity involved creating an incentive program that would encourage farmers to participate in the City's efforts to reduce phosphorus runoff to the Creek. The second activity was to make improvements to the agricultural fields owned by the City.

The City developed an agricultural incentive program to support farmers with implementing best management practices that target phosphorus runoff reductions to the Creek. The City sought and received valuable input from Ozaukee County, Washington County, and the Cedar Creek Farmers Group on the incentive program. The program rolled out September 2022. A total of six farmers agreed to sign memorandums of understanding with the City. A total of over 840 acres have been enrolled in the City's program. Agricultural practices that have been implemented include:

- Cover crop with no till
- Hay fields with a minimum 20% grass
- Winter wheat as a cash crop

In addition, the City did cover the cost of renting Ozaukee County's air seeder for planting winter rye on approximately 50 acres. Winter rye is a cover crop. SnapPlus modeling will be performed in 2023 to estimate the amount of phosphorus reduction from these practices.

The City assumed control of farm fields in 2021 after the City elected not to extend a 20-year land lease agreement with the Zarling family. After many internal discussions along with consultations with Ozaukee County and the United States Department of Agriculture (USDA), the City elected to sign a land lease agreement with a local farmer as a short-term option for approximately 70 acres of cultivated farm fields. The other option the City was considering involved converting the cultivated fields to prairies. It would have taken several months to complete a design, select a contractor, and obtain seed determining which time the fields would have been uncovered. The City felt it was better to get something growing in the fields instead of leaving them uncovered for a long period of time. The local farmer agreed to make some land improvements to address surface water flow across the fields that caused serious erosion. Dirt was moved, stone was added, water stops were added, and seed was planted to create a grassed waterway in an attempt to reduce erosion. The farmer planted soybeans on the remaining fields using a high-density pattern. Winter wheat was seeded in the fall after the soybeans were harvested. SnapPlus modeling of these fields indicates that no change to phosphorus runoff was realized. The City did avoid an increase in P release by not leaving the fields unplanted.

## **Area 2 | MS4 Reductions within the City**

The City has taken no action throughout the previous year in this area.

### 3. Upcoming Year's Activities

Section 2.4 of the approved AM Plan identified phosphorus reduction targets throughout the action area and upstream from the action area, including:

- Improvements to agricultural operations (within the Greater Milwaukee River Reaches MI-22 & MI-24)
- MS4 reductions within the City

The following is a summary of actions the City plans to begin throughout the upcoming year to reduce phosphorus.

#### **Area 1 | Agricultural Improvements Within Reaches MI-22 and MI-24**

The City will continue expanding support to farmers in the key target areas. The City will encourage farmers to transition to hard practices, while continuing to support cover crop, no-till, and other agricultural practices that yield phosphorus runoff reductions. The goal for the upcoming crop year, defined as September 1, 2022, through August 31, 2023, is to reach 1,600 lbs of phosphorus reduction. This would put the City ahead of the targets established in the AM Plan and would also help the City satisfy the minimum reduction target needed to renew the AM Plan for another permit term. A reduction of 1600 lbs equals about 30% of the initial 5,300 lbs target for phosphorus reduction.

The City will be evaluating alternatives for its farms fields. This property is designated as the location for a new wastewater recycling center and for this and future reports will be referred to as the future WRC site. The winter wheat is scheduled to be harvested in June 2023. It is most probable that the City will initiate conversion of the future WRC site to some type of permanent grass or prairies in place of continuing the short-term lease agreement with a farmer.

#### **Area 2 | MS4 Reductions within the City**

The City will be reviewing two different demonstration projects that target phosphorus reductions to the Creek from wet weather sources. The first project is intended to reduce runoff to the Creek from MS4 sources by way of infiltration into groundwater. Some examples of potential projects include porous pavement or bioswales. The second project is intended to demonstrate a treatment option for capturing phosphorus found in runoff. An example of this technology involves a form of filtration using media that can capture or attract phosphorus such as iron-impregnated sand or iron slag.

## 4. Results From Cedar Creek Monitoring

The City collects samples from the Creek (or a tributary to Cedar Creek) at five monitoring locations identified within the Appendix of the AM Plan. Those five locations are:

**Site 1:** The confluence of the unnamed tributary and Cedar Creek near Pleasant Valley Road.

**Site 2:** Cedar Creek just upstream of the Schreiber Foods outfall and the confluence with the unnamed tributary.

**Site 3:** Cedar Creek, upstream of the WRC outfall at Lakefield Road.

**Site 4:** Cedar Creek, downstream from the WRC at Green Bay Road.

**Site 5:** Cedar Creek at the confluence with the Milwaukee River. This location is the “pour point” for the action area.

A map of the locations of the five sample sites is included in the Appendix.

The following tables contain the phosphorus concentration test results from the data collected.

**Table 4-1 | Total Phosphorus Concentration (mg/L) for 2022**

Location	Site 1	Site 2	Site 3	Site 4	Site 5
May 10	0.028	0.060	0.058	0.060	0.055
June 24	0.105	0.184	0.228	0.268	0.219
June 30	0.103	0.115	0.126	0.129	0.137
July 11	0.100	0.116	0.156	0.144	0.141
August 17	0.099	0.123	0.088	0.116	0.103
September 9	0.106	0.10	0.102	0.117	0.120
October 10	0.024	0.062	0.026	0.045	0.030
<b>Median</b>	<b>0.100</b>	<b>0.115</b>	<b>0.102</b>	<b>0.117</b>	<b>0.12</b>

**Notes**

- A. The value in red is below the LDL

**Table 4-2 | Filtered Total Phosphorus Concentration (mg/L) for 2022**

Location	Site 1	Site 2	Site 3	Site 4	Site 5
May 10	0.024	0.024	0.024	0.024	0.024
June 24	0.037	0.024	0.03	0.024	0.024
June 30	0.024	0.024	0.024	0.024	0.024
July 11	0.024	0.024	0.024	0.024	0.024
August 17	0.081	0.024	0.075	0.099	0.086
September 9	0.085	0.047	0.092	0.102	0.106
October 10	0.024	0.024	0.024	0.037	0.024
<b>Median</b>	<b>0.024</b>	<b>0.024</b>	<b>0.024</b>	<b>0.024</b>	<b>0.024</b>

**Notes**

- A. The values shown in red are below the LDL.

The data collected shows that the median total phosphorus concentration is above the water quality criterion of 0.075 mg/L at all five sample collection sites within the action area. The value at Site 5, which is the critical value for determining AM Plan success (the pour point for the action area), was 0.12 mg/L.

The data collected shows that the median filtered phosphorus concentration is identical at all five sample collection sites within the action area. The value at Site 5, which is the critical value for determining AM Plan success (the pour point for the action area), accounts for approximately 20% of the total phosphorus concentration at this site.

This was the first year of growing season data. Some items worth noting:

- The dissolved phosphorus concentration was very low most months of the growing season and nearly the same at all sample collection locations throughout the action area.
- The dissolved phosphorus median concentration is approximately 25% or less of the total phosphorus median concentration at the various sample locations.
- The sample collection location with the highest total phosphorus concentration varied throughout the growing season. In May, Sites 2, 3, and 4 had the highest concentration. On June 24, Site 4 had the highest concentration, but on June 30, Site 5 had the highest concentration. In July, it was Site 3. In August, it was Site 4. In September, it was Site 5, and in October, it was Site 2.
- Site 1, representing the tributary to the Creek, always has a lower phosphorus concentration than all of the other sample collection sites.
- The test results for Site 2 indicate that the phosphorus concentration flowing into the action area is significant. The median concentration at Site 2 (0.115 mg/L) is almost identical to the median concentration at the pour point, Site 5, (0.12 mg/L). This suggests that the phosphorus concentration up creek from the action area has a significant effect on the phosphorus concentration in the action area.

The State of Wisconsin recently updated Chapter NR 102 of the Wisconsin Administrative code. Many revisions within this chapter relate to water quality data analysis. There are several items within this updated chapter that will influence the AM Plan. A partial list of the critical items is as follows with a more detailed discussion of each in the section that introduces plan revisions.

- The addition of the descriptive statistic confidence interval.
- Conformation in NR102.07 1(b) the “samples should be taken from the main channel near the area of greatest flow”.
- The introduction in NR102.07 1(c) of “weather-controlled total phosphorus concentration.”
- This section of the code further identifies “control for weather variability using a method such as the department’s Phosphorus Mixed Effects Regression calculation method” can be used.
- NR 102.52 establishes an 80% value when applying the two-sided confidence interval.

Future annual reports will include the items listed above as part of the analysis of the Creek sampling program.

The following table contains the median of the data for each sample collection site shown in Table 4.1, the confidence interval for the data shown in Table 4.1, and the lower and upper confidence limits based on an 80% confidence interval.

**Table 4-3 | Median and Confidence Interval for the Total Phosphorus Concentration (mg/L) Data for 2022**

Location	Site 1	Site 2	Site 3	Site 4	Site 5
Median	0.1	0.115	0.102	0.117	0.12
Confidence Interval (80%)	0.020	0.023	0.036	0.039	0.034
Lower Confidence Limit (LCL)	0.080	0.092	0.066	0.078	0.086
Upper Confidence Limit (UCL)	0.12	0.138	0.138	0.156	0.154

The confidence interval indicates that there is an 80% chance that the median of the data will reside between 0.086 mg/L and 0.154 mg/L at sample collection Site 5. For Site 2, the data tells us there is an 80% chance that the median of the data will reside between 0.092 mg/L and 0.138 mg/L.

## 5. Progress Update

Reductions to the phosphorus concentration in the Creek will come from agricultural and urban sources. The estimates for reductions from each area were not determined in the AM Plan. The target phosphorus reduction as reported in the AM Plan was 5,300 lbs. A mass balance was used to estimate the 5,300 lbs per year reduction using the mean annual creek flow of 55 MGD obtained from data collected by the United States Geological Survey (USGS) Station 04086500, which is located just north of Cedarburg, 6.6 miles upstream from Cedar Creek's confluence with the Milwaukee River. A median concentration of 0.109 mg/L was based on test results from Creek sampling done by Cedarburg. It was noted in the AM Plan that there is an increasing trend to the more recent creek flow data and that the flow data when limited to the last 30 years yields a mean annual flow of 70.5 MGD, approximately 28% higher than the mean of the total flow record period.

The following table will be updated in future annual reports to illustrate the estimated phosphorus reductions from the two areas, agricultural and urban phosphorus sources

**Table 5-1 | Estimated Phosphorus Reduction Achieved to Date**

Location	Reduction Target (lbs/yr)
Area 1	0
Area 2	0
<b>Total</b>	<b>0</b>

The City began the AM Plan in 2022. While no reductions were realized through modeling using SnapPlus, the work performed on the future WRC site avoided a phosphorus release of possibly as much as 1.5 lbs/acre-year or approximately 105 lbs/year.

The USGS flow monitoring station reports the annual flow in Cedar Creek in 2022 was 100.7 cfs or 65.1 MGD. This flow value is much closer to the mean flow over the last 30 years as opposed to the mean flow calculated over the entire flow record period. It is likely that a target phosphorus reduction value of 6,700 lb/year is necessary to attain water quality goals for phosphorus.

The following table shows the mass of phosphorus into and out of the action area based on the 2022 test data and the average annual flow through the USGS monitoring station

**Table 5-2 | Phosphorus Mass Flow in Cedar Creek in 2022**

Location	Mass Flow (lbs/yr)
Into Action area (median P concentration = 0.115 mg/L)	22,750
Discharged from Action area (median P concentration = 0.12 mg/L)	23,740
<b>P Mass increase within Action Area</b>	<b>990</b>

The information contained in Table 5-2 supports the City's efforts to work with farmers both up creek from the City within the action area and outside of the action area. It is not likely that the phosphorus water quality criterion at the pour point of the action area is attainable without significant reduction to the phosphorus concentration flowing into the action area. Over 95% of the phosphorus mass at the pour point may be attributed to the phosphorus mass flowing into the action area.

## 6. Recommended Plan Changes

The changes to NR 102 warrant recommending changes to the approved AM Plan.

The City recommends the following changes to the sampling program as described in the Quality Assurance Project Plan found in the appendix of the AM Plan.

- **Frequency:** The City will collect only one sample each month of the growing season. Each sample will be collected such that no two samples are within 30 days of each other.
- **Collection:** The City will attempt to collect samples under normal flow conditions adhering to the frequency limitation. Should it become necessary to collect samples outside of normal flow conditions, the City will consult with the department on whether to use the department's Phosphorus Mixed Effects Regression calculation method to adjust test results when weather conditions affect sample collection such as during low or high flow conditions. Under no conditions will samples be collected when conditions are not safe.
- **Sample Collection Location:** The City will attempt to collect creek samples from the main channel where the creek flow is the highest. The City is for the most part doing this currently.
- **Data Analysis:** The median value will be calculated from all sample data collected. In addition, a two-sided confidence interval will be calculated for the annual data set using an 80% value.

The City requests confirmation from the department that the recommended changes to the AM plan are acceptable.

**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 8.A.

**TITLE:** Discussion and possible action on claim of excessive assessment from property owners located at W60 N667 Jefferson Avenue

**ISSUE SUMMARY:** On June 29, 2022, the Board of Review met to review and act upon seven (7) objections filed for assessed property values. The Board of Review's function is not one of valuation, but of deciding if the facts presented, under oath before the Board of Review, are valid. All seven hearings resulted in the Board of Review upholding the current assessment of each property. One such property owner, Kevin and Ashley Spexarth, W60 N667 Jefferson Ave, Cedarburg, decided to pursue an appeal of the Board of Review's decision.

- 2021 purchase price of home: \$457,000
- 2021 bathroom renovation: \$24,000
- 2022 assessment: \$427,800
- Homeowner believes assessment should be: \$411,270

**STAFF RECOMMENDATION:** Denial of claim

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** n/a

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:** Grota Appraisals method for appraising homes

**INITIATED/REQUESTED BY:** Tracie Sette, City Clerk

**FOR MORE INFORMATION CONTACT:** Tracie Sette (262) 375-7606

- A data file of recently sold properties was created that contains the recent sale prices and physical data about the characteristics that are key in determining value. Such as neighborhood, land size, dwelling size, dwelling style, age, condition, outbuilding, etc.
  - A valuation model was built to value all property in the City of Cedarburg close to 100% of Market Value for the 2022 assessment year.
  - We then applied this valuation model to our file of recently sold properties in the City and repeatedly refined the model until the new assessed values on each sold property closely matches its recent sales price.
  - We then statistically analyze the valuation model to insure uniformity between properties and property classes. We measure aggregate ratio, mean, median, coefficient of dispersion, coefficient of variation, price related differential, etc.
  - We then apply the valuation model to the property descriptions we have on file for all non-sale properties within the municipality and produce a new set of property assessments.
  - We then individually review all properties to make sure that the current assessment seems reasonable considering all factors.
- 
- Markarian Hierarchy states the recent arm's length sale of the subject is the best indication of value. The property sold for more than the 2022 assessed value.
  - Second tier of the Markarian Hierarchy are recent comparable sales that support the current assessment. Those were provided at the 2022 Board of Review and we believe they support the current 2022 assessment.
  - 3<sup>rd</sup> tier information would be all other information regarding estimating market value, not applicable as we have 1<sup>st</sup> and 2<sup>nd</sup> tier information.
  - Adjustments in valuation were in accordance with Chapter 70 of the Wisconsin State Statutes, Wisconsin Property Assessment Manual and procedures of the Assessor's office.
  - The method used to determine value for this property is consistent for all properties in the City of Cedarburg.
- 
- The assessed value is based upon the best evidence available at the time the value was set. It is the recommendation and the opinion of the Assessor's Office that the current assessed value for the 2022 assessment year be sustained.

**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 9.B.

**TITLE:** Discussion and possible action on Sewer Utility Easement Agreement with W61 N518-20 Washington Avenue

**ISSUE SUMMARY:** The Stagecoach Inn is planning to construct a rear yard entertainment building. After the initial design was approved by the Plan Commission, it was noticed that this building was planned on top of a sanitary sewer main. The Stagecoach attempted to modify their design to stay away from the sewer main however those designs were unsuitable for their needs. It was found that no easement existed for the sanitary sewer main, thus the City may not have legal standing to restrict the Stagecoach from building on top of the sanitary sewer. The sanitary sewer main in question has since been lined. It was then decided to draft an easement agreement that would allow the Stagecoach to build over the top of the sewer main as long as they grant the City a sewer easement.

The Sewer Utility Easement Agreement addresses the following items:

- The Stagecoach can build their building over the sanitary sewer main.
- The City agrees to reroute the sewer main off of Stagecoach property at a future date when practical.
- The Stagecoach will install a sanitary sewer manhole just upstream of the proposed building.
- The Stagecoach will indemnify the City of any damages that result on their property due to the sewer existing under their proposed building.

The Stagecoach Inn is also requesting that the City pay for the installation of the sanitary sewer manhole just upstream of their proposed building

**STAFF RECOMMENDATION:** Staff recommends approval.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** N/A

**BUDGETARY IMPACT:** None.

**ATTACHMENTS:** Sewer Utility Easement Agreement

**INITIATED/REQUESTED BY:** Mike Wieser, Mikko Hilvo

**FOR MORE INFORMATION CONTACT:** Mike Wieser-(262)375-7610  
Mikko Hilvo – (262) 375-7917

**SEWER UTILITY  
EASEMENT AGREEMENT**

Document Number

Document Title

This Sewer Utility Easement Agreement (“Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022, and is made by and between the undersigned, Cedarburg Hospitality, LLC (“Owner”) and the City of Cedarburg, a Wisconsin municipal corporation (“City”).

**Recording Area**

Name and Return Address:  
Michael P. Herbrand, Esq.  
Houseman & Feind, LLP  
1650 Ninth Avenue  
Grafton, WI 53024

PIN: 13-107-02-10-000

**RECITALS**

A. Cedarburg Hospitality, LLC is the owner of real property in the City of Cedarburg, County of Ozaukee, State of Wisconsin, described as follows:

Lot 10, Hilgen, Schroeder and Others Plat of Cedarburg, Ozaukee County, Wisconsin.

Tax Key No. 13-107-02-10-000 (“Property”)

B. The City has requested that the Owner grant a Sewer Utility easement over the Property, within the area hereinafter referred to as the “Easement Area”, described in detail in **Exhibit A**, attached hereto and incorporated herein by reference.

C. A public sewer main already exists on the Property. The City has requested the Easement identified above to commemorate the location, terms and conditions of the public sewer utility easement agreement, as set forth herein.

D. The Owner is willing to grant the City the Easement described herein, subject to the terms and conditions set forth below.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Grant and Term of Easement. Subject to the terms and conditions of this Agreement, the Owner conveys to City, its agents, subcontractors, and employees, a public sewer utility easement over, under and through that portion of the Property described or depicted on the attached **Exhibit A** (the "Easement Area") for the purpose of operating, repairing, and maintaining a public sewer main pursuant to the terms and conditions stated herein.
2. Term of Easement, Owner's Construction of New Building on Property, and Future Relocation upon Replacement.
  - a. Owner shall be allowed to construct its new building, pursuant to the plans and specifications dated \_\_\_\_\_ and approved by City on \_\_\_\_\_ ("New Building"), in the proximity to the Easement Area and location on the Property as depicted on **Exhibit B**, attached hereto and incorporated herein by reference. Prior to or simultaneous with the construction of the ~~n~~New ~~b~~Building on the Property, Owner shall construct a public manhole, at Owner's sole expense, for access to the sewer main, within the Easement Area as shown on **Exhibit** \_\_\_\_\_. Owner shall further install, at owner's sole expense, for any lateral required to connect the ~~n~~New ~~b~~Building to the existing public sewer main. Owner shall indemnify the City, and be financially responsible, for any claims, liability or damages of any kind incurred by the City and related to damage that occurs to the existing public sewer main on the Property arising out of, related in any way to, or as a result of the construction of the ~~n~~New ~~b~~Building on the Property. The City shall, at its expense, televise the existing public sewer main before and after the completion of the ~~n~~New ~~b~~Building on the Property, to determine if any damage to the existing sewer line has occurred.
  - b. At such time that the existing sewer main on the Property is in need of replacement, as determined at the sole discretion of the City, then the main shall be replaced within the public right-of-way or such other location not located on the Property ("Relocation"). Owner shall be responsible, at Owner's sole expense, to install any new laterals required to connect the existing buildings on the Property to the relocated sewer main.
3. Access; Parking. City shall have a right of pedestrian and vehicular ingress and egress for its contractors and subcontractors over the Property as reasonably required to access the Easement Areas.
4. Use of Easement Area. Construction vehicles and other equipment shall be maintained on-site only when intended for service on the immediate next business day. No right of use or access to the Owner's building on the Property is granted under this Agreement. City acknowledges and agrees that City is solely responsible for all security for equipment, materials and personnel on the Property pursuant to this Agreement and releases the Owner from any and all liability with respect to same, except for claims arising from Owner's or its invitee's gross negligence or willful misconduct.

5. Restoration; Maintenance. Upon completion of work within the Easement Area, the Utility shall promptly perform surface restoration, including restoration of topsoil to a minimum of original depth and matching original elevations and adjacent grades. All disturbed areas of the Easement Area shall be filled and compacted to original elevations and grades, and patched with new asphalt such as to restore disturbed areas to substantially the condition as existed prior to commencement of the work.
6. Insurance. City shall require that the general contractor working on the Property maintain, commercial general liability insurance in an amount of not less than Three Million Dollars (\$3,000,000) combined single limit, which names the Owner as an additional insured and requires at least 30-days' prior notice to the Owner of any intended cancellation or modification of said policy. Except in the case of an emergency, as determined by the City, a certificate evidencing such insurance coverage shall be furnished to the Owner prior to commencement of work within the Easement Area.
7. Indemnity; Waiver. In consideration of the Owner creating a self-imposed liability in connection with the construction of [the New bBuilding](#) on, over, or adjacent to the sewer main and in proximity to the Easement Area, Owner shall indemnify and hold harmless the City, its elected and appointed officials, and its employees (collectively with the City, the "City Parties"), and be financially responsible, for any and all claims, liabilities, damages, demands, suits, proceedings, costs and expenses (including without limitation legal fees), of any kind, nature or description, including but not limited to third party claims, personal injury, including bodily injury or death, property damage or loss, arising out of or relating in any way to, directly or indirectly, the [New bBuilding](#) being on, over, adjacent to the sewer main, or in proximity to the Easement Area, [but expressly excluding third party claims for property damage or personal injuries not directly incurred or sustained on the Property, including but not necessarily limited to, sewer failure or backup occurring off the Property.](#) Further, in consideration of the Owner creating a self-imposed liability with the construction of the [New bBuilding](#) on, over, or adjacent to the sewer main, and in proximity to the Easement Area, the City Parties shall not be liable to Owner and Owner, on behalf of its members, agents, representatives, attorneys, insurers, successors and assigns, hereby forever waives, releases, and discharges all claims against the City Parties for any and all liabilities, damages, demands, suits, proceedings, costs and expenses, of any kind, nature or description, including but not limited to third party claims, personal injury, including bodily injury or death, property damage or loss, arising out of or relating to, directly or indirectly, the [New BBuilding](#) being on, over, or adjacent to the sewer main or in proximity to the Easement Area. Such indemnification shall include, without limitation, reasonable attorney's fees and other costs of enforcement [and shall survive Relocation.](#)
8. Successors and Assigns. This Agreement shall run with the land described herein and obligations and rights imposed or granted hereunder shall be binding upon the Owner and City, and their respective successors and assigns.

9. Waiver of Chapter 32 Eminent Domain Rights. The Owner, having been fully informed and having received full disclosure of the Owners' rights of appeal, waives the rights of appeal detailed in Chapter 32, Wisconsin Statutes, as part of the consideration for this Agreement. The Owner, having been fully informed of its right to have the above-described easement appraised, and to receive just compensation for the easement granted herein based upon an appraisal, waives the right to an appraisal and does hereby release City from and waive compensation obligations imposed under Chapter 32, Wisconsin Statutes. This waiver and release are binding upon the Owner and its members, successors and assigns.
  
10. Notice. Any notice required or desired to be given by either party herein to the other shall be in writing and personally delivered, electronically transmitted via facsimile or e-mail, or delivered by nationally recognized commercial overnight courier. Notices personally delivered or electronically transmitted shall be deemed received when given, if prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed on the next business day following deposit. Either party may change its contact person or information for notices in the same manner above prescribed. Notices shall be addressed as follows.

IF TO THE OWNER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

IF TO CITY:

Attn: Mikko Hilvo,  
 City Administrator, City of Cedarburg City Hall  
 W63N645 Washington Ave.  
 Cedarburg, WI 53012  
 Telephone: 262-375-7917  
 Facsimile: \_\_\_\_\_  
 E-mail: [mhilvo@Ci.cedarburg.wi.us](mailto:mhilvo@Ci.cedarburg.wi.us)

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin. If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement, or the application of the term or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be enforced to the fullest extent allowed by law.

12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other such relief. If any action is brought to enforce this Agreement, the prevailing party in such action shall be entitled to recover all of its costs, including reasonable attorneys' fees, from the nonprevailing party.
13. Invalidation. Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
14. Governing Law. The Laws of the State of Wisconsin shall apply to and be interpreted as to any dispute arising under this document.
15. Obstruction. Except as permitted herein, no structure, improvements or vegetation shall be installed within the Easement Area that would in any way interfere with the operation or maintenance of the public sewer main installed on, under, or within the Easement Area or the rights granted the City herein. The City shall have the right, but not necessarily the obligation, to remove or trim trees and vegetation within or overlapping the Easement Area, but only as necessary, in its sole discretion, to maintain the public sewer main. In no event may the grade of the Easement Area be altered more than 4 inches.



CITY:  
CITY OF CEDARBURG

By: \_\_\_\_\_  
Michael O'Keefe, Mayor

By: \_\_\_\_\_  
Tracie Sette, City Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF OZAUKEE    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above-named Michael O'Keefe and Tracie Sette, as the Mayor and City Clerk respectively of the City of Cedarburg, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, Wisconsin  
My Commission: \_\_\_\_\_

This instrument was drafted by:  
Michael P. Herbrand, Esq.  
Houseman & Feind, LLP  
262.377.0600



066263-0359\8044447.1

## CITY OF CEDARBURG

**MEETING DATE:** March 13, 2023

**ITEM NO:** 9.C.

**TITLE:** Discussion and possible action on bids received for the 2023 Street and Utility construction contract

**ISSUE SUMMARY:** Staff advertised and received bids for the 2023 Street and Utility construction contract. A total of three bids were received, with the low bid submitted by Dorner Inc. Dorner has successfully completed projects in Cedarburg in the past. Their most recent work in Cedarburg was on the 2022 Street & Utility Project.

Dorner's bid was for \$1,699,506.10, below the engineer's estimate, but just within our budget. The next bid was approximately \$108,000 higher.

**STAFF RECOMMENDATION:** Staff recommends award for the 2023 Street and Utility Construction contract to Dorner Inc., based on their low unit price bid of \$1,699,506.10.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** The Public Works and Sewerage will review the bids at their March 9<sup>th</sup> meeting.

**BUDGETARY IMPACT:** \$ 1,699,506.10 is within budget, and will be split up between streets, storm sewer, sanitary sewer, and water main budgets.

**ATTACHMENTS:** Bid Tabulation

**INITIATED/REQUESTED BY:** Mike Wieser

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

**City of Cedarburg 2023 Street & Utility Project - Bid Tab**

**Base Bid**

Item #	Description	Units	Quantity	Dorner Inc.		UPI LLC		Vinton Construction Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Paving Mobilization	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 3,069.50	\$ 6,139.00	\$ 905.00	\$ 1,810.00
2	Traffic Control	LS	1	\$ 21,500.00	\$ 21,500.00	\$ 7,575.00	\$ 7,575.00	\$ 110,000.00	\$ 110,000.00
3	Common Excavation	CY	5,580	\$ 16.30	\$ 90,954.00	\$ 29.60	\$ 165,168.00	\$ 24.30	\$ 135,594.00
4	Geogrid	SY	1,500	\$ 3.60	\$ 5,400.00	\$ 4.10	\$ 6,150.00	\$ 2.50	\$ 3,750.00
5	Temporary Driveway	LS	1	\$ 16,150.00	\$ 16,150.00	\$ 10,201.00	\$ 10,201.00	\$ 15,000.00	\$ 15,000.00
6	1-1/4" Dense Graded Base Course	TON	3,130	\$ 17.30	\$ 54,149.00	\$ 18.40	\$ 57,592.00	\$ 19.70	\$ 61,661.00
7	3" Dense Graded Base Course	TON	3,715	\$ 22.40	\$ 83,216.00	\$ 24.50	\$ 91,017.50	\$ 19.70	\$ 73,185.50
8	Finish Grading	SY	14,875	\$ 1.20	\$ 17,850.00	\$ 1.20	\$ 17,850.00	\$ 1.15	\$ 17,106.25
9	Hot Mix Asphalt Pavement (LT 58-28S)	TON	3,200	\$ 66.70	\$ 213,440.00	\$ 63.20	\$ 202,240.00	\$ 61.95	\$ 198,240.00
10	Hot Mix Asphalt Pavement (MT 58-28H)	TON	1,375	\$ 70.50	\$ 96,937.50	\$ 66.90	\$ 91,987.50	\$ 65.50	\$ 90,062.50
11	Tack Coat	GAL	1,200	\$ 2.40	\$ 2,880.00	\$ 2.30	\$ 2,760.00	\$ 2.25	\$ 2,700.00
12	18"-24" Concrete Curb & Gutter	LF	2,000	\$ 37.70	\$ 75,400.00	\$ 25.60	\$ 51,200.00	\$ 42.00	\$ 84,000.00
13	Concrete Median Nose	EA	1	\$ 538.10	\$ 538.10	\$ 1,530.20	\$ 1,530.20	\$ 500.00	\$ 500.00
14	5" Concrete Sidewalk Remove & Replace	SF	2,500	\$ 11.30	\$ 28,250.00	\$ 8.60	\$ 21,500.00	\$ 11.10	\$ 27,750.00
15	7" Concrete Sidewalk/Driveway Remove & Replace	SY	300	\$ 113.90	\$ 34,170.00	\$ 76.60	\$ 22,980.00	\$ 108.00	\$ 32,400.00
16	9" Concrete Sidewalk/Driveway Remove & Replace	SY	55	\$ 185.10	\$ 10,180.50	\$ 204.10	\$ 11,225.50	\$ 173.00	\$ 9,515.00
17	Curb Ramp Detectable Warning Field (24"x60")	EA	10	\$ 645.80	\$ 6,458.00	\$ 510.10	\$ 5,101.00	\$ 600.00	\$ 6,000.00
18	Sawing Pavement	LF	1,180	\$ 2.70	\$ 3,186.00	\$ 3.00	\$ 3,540.00	\$ 3.00	\$ 3,540.00
19	Water for Dust Control (Ordered by City)	MGAL	100	\$ 26.90	\$ 2,690.00	\$ 10.00	\$ 1,000.00	\$ 30.00	\$ 3,000.00
20	Restoration	SY	2,000	\$ 8.50	\$ 17,000.00	\$ 9.10	\$ 18,200.00	\$ 7.99	\$ 15,980.00
21	4" Underdrain	LF	100	\$ 35.00	\$ 3,500.00	\$ 56.00	\$ 5,600.00	\$ 34.35	\$ 3,435.00
22	6" PVC SDR 35 Storm Lateral w/ Granular Backfill	LF	100	\$ 50.00	\$ 5,000.00	\$ 122.00	\$ 12,200.00	\$ 52.90	\$ 5,290.00
23	12" RCP Storm Sewer Pipe CL V w/ Granular Backfill	LF	325	\$ 90.00	\$ 29,250.00	\$ 95.00	\$ 30,875.00	\$ 142.85	\$ 46,426.25
24	15" RCP Storm Sewer Pipe CL III w/ Granular Backfill	EA	360	\$ 89.00	\$ 32,040.00	\$ 94.00	\$ 33,840.00	\$ 149.65	\$ 53,874.00
25	18" RCP Storm Sewer Pipe CL III w/ Granular Backfill	EA	300	\$ 119.00	\$ 35,700.00	\$ 113.00	\$ 33,900.00	\$ 210.60	\$ 63,180.00
26	36" RCP Storm Sewer Pipe CL III w/ Granular Backfill	EA	60	\$ 224.00	\$ 13,440.00	\$ 214.00	\$ 12,840.00	\$ 403.80	\$ 24,228.00
27	24"x36" Catch Basin w/ Casting	EA	19	\$ 3,415.00	\$ 64,885.00	\$ 3,306.00	\$ 62,814.00	\$ 4,105.00	\$ 77,995.00
28	48" Storm Manhole with Casting	EA	10	\$ 4,610.00	\$ 46,100.00	\$ 4,242.00	\$ 42,420.00	\$ 5,700.00	\$ 57,000.00
29	60" Storm Manhole with Casting	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,014.00	\$ 5,014.00	\$ 8,180.00	\$ 8,180.00
30	72" Storm Manhole with Casting	EA	1	\$ 8,325.00	\$ 8,325.00	\$ 8,052.00	\$ 8,052.00	\$ 10,200.00	\$ 10,200.00
31	Type C Inlet Protection	EA	28	\$ 85.00	\$ 2,380.00	\$ 60.00	\$ 1,680.00	\$ 70.00	\$ 1,960.00
32	8" PVC C900 Class 150 Watermain Relay w/ Granular Backfill	LF	1,900	\$ 149.00	\$ 283,100.00	\$ 141.00	\$ 267,900.00	\$ 171.85	\$ 326,515.00
33	6" PVC C900 Watermain Relay w/ Granular Backfill	LF	30	\$ 190.00	\$ 5,700.00	\$ 173.00	\$ 5,190.00	\$ 248.95	\$ 7,468.50
34	4" PVC C900 Watermain Relay w/ Granular Backfill	LF	40	\$ 165.00	\$ 6,600.00	\$ 136.00	\$ 5,440.00	\$ 180.00	\$ 7,200.00
35	8" Gate Valve & Valve Box	EA	10	\$ 2,620.00	\$ 26,200.00	\$ 2,974.00	\$ 29,740.00	\$ 2,800.00	\$ 28,000.00
36	6" Gate Valve & Valve Box	EA	1	\$ 1,855.00	\$ 1,855.00	\$ 1,961.00	\$ 1,961.00	\$ 2,075.00	\$ 2,075.00
37	4" Gate Valve & Valve Box	EA	1	\$ 1,560.00	\$ 1,560.00	\$ 1,669.00	\$ 1,669.00	\$ 1,705.00	\$ 1,705.00
38	Hydrant Assembly	EA	3	\$ 8,935.00	\$ 26,805.00	\$ 9,091.00	\$ 27,273.00	\$ 10,295.00	\$ 30,885.00
39	1" HDPE Water Service Relay w/ Granular Backfill	LF	200	\$ 100.00	\$ 20,000.00	\$ 96.00	\$ 19,200.00	\$ 131.25	\$ 26,250.00
40	Water Service Relay (Include 1" Pigtail)	LF	5	\$ 2,595.00	\$ 12,975.00	\$ 1,540.00	\$ 7,700.00	\$ 1,100.00	\$ 5,500.00
41	Water Service Reconnection	EA	2	\$ 1,185.00	\$ 2,370.00	\$ 5,208.00	\$ 10,416.00	\$ 2,565.00	\$ 5,130.00
42	Abandon Water Manhole and Install Valve Box	EA	4	\$ 1,175.00	\$ 4,700.00	\$ 1,202.00	\$ 4,808.00	\$ 1,650.00	\$ 6,600.00
43	2" Thick, 24" Wide Foam Insulation	EA	50	\$ 11.00	\$ 550.00	\$ 11.00	\$ 550.00	\$ 12.00	\$ 600.00
44	8" PVC SDR 35 Sanitary Sewer Relay w/ Granular Backfill	LF	1,110	\$ 155.00	\$ 172,050.00	\$ 214.00	\$ 237,540.00	\$ 175.75	\$ 195,082.50
45	6" PVC SDR 35 Sanitary Lateral Relay w/ Granular Backfill	LF	200	\$ 127.00	\$ 25,400.00	\$ 186.00	\$ 37,200.00	\$ 204.40	\$ 40,880.00
46	6" Sanitary Lateral Reconnect	EA	10	\$ 1,060.00	\$ 10,600.00	\$ 710.00	\$ 7,100.00	\$ 645.85	\$ 6,458.50
47	48" Sanitary Manhole w/ Casting & Internal/External Seal	VF	79	\$ 585.00	\$ 46,215.00	\$ 610.00	\$ 48,190.00	\$ 710.50	\$ 56,129.50
48	48" Outside Drop Sanitary Manhole w/ Casting & Internal/External Seal	VF	17	\$ 558.00	\$ 9,486.00	\$ 1,151.00	\$ 19,567.00	\$ 826.76	\$ 14,054.92
49	Rock Excavation	CY	100	\$ 0.01	\$ 1.00	\$ 225.00	\$ 22,500.00	\$ 127.00	\$ 12,700.00
50	Existing Sanitary Manhole Chimney Repair	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 3,151.00	\$ 3,151.00	\$ 2,343.00	\$ 2,343.00
51	Existing Storm Manhole Chimney Repair	EA	1	\$ 870.00	\$ 870.00	\$ 2,373.00	\$ 2,373.00	\$ 875.00	\$ 875.00
52	Existing Storm Catch Basin Chimney Repair	EA	1	\$ 650.00	\$ 650.00	\$ 2,373.00	\$ 2,373.00	\$ 875.00	\$ 875.00
53	Existing Storm Manhole Adjustment	EA	1	\$ 650.00	\$ 650.00	\$ 883.00	\$ 883.00	\$ 875.00	\$ 875.00
54	Slurry Backfill (1 Bag Mix)	CY	10	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00

Dorner Inc.	UPI LLC	Vinton Construction Co.
Total = \$ 1,699,506.10	Total = \$ 1,807,915.70	Total = \$ 2,023,264.42

**Supplemental Bid Items**

Item #	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
55	10' x 10' Dirt Bag	EA		\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 325.00	\$ 325.00

**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 9.D.

**TITLE:** Discussion and possible action on award of contract for the 2023 Sidewalk Replacement Program

**ISSUE SUMMARY:** Staff advertised and received bids for the 2023 Sidewalk Replacement Program. This contract entails the replacement of sidewalk slabs that have been deemed defective according to City's Sidewalk Replacement Policy. The program focuses on the area bordered by Bridge Road, Evergreen Boulevard and Washington Avenue and spreads to other areas throughout the City due to resident requests.

Four bids were received with low bid being submitted by Chapman Concrete LLC. Chapman concrete has not done work for the City in the past.

Chapman's bid of \$58,950 was below the engineer's estimate and is within budget.

**STAFF RECOMMENDATION:** Staff recommends award of the 2023 Sidewalk Replacement Program Contract to Chapman Concrete LLC based on their low unit price bid of \$58,950.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** The Public Works and Sewerage will review the bids at their March 9<sup>th</sup> meeting.

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

**ATTACHMENTS:** Bid tabulation

**INITIATED/REQUESTED BY:** Mike Wieser

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

**City of Cedarburg 2023 Annual Sidewalk Replacement & Concrete Repair Program Bid Tab**

Item #	Description	Units	Qty	Chapman Concrete LLC		Forward Contractors of Wisconsin		BMD Concrete Innovations		LaLonde Contractors Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Remove & Replace 5" Thick Concrete Sidewalk	SF	5,500	\$ 9.50	\$ 52,250.00	\$ 12.10	\$ 66,550.00	\$ 13.00	\$ 71,500.00	\$ 15.18	\$ 83,490.00
2	Remove & Replace 7" Thick Concrete Sidewalk/Driveway Approach	SF	100	\$ 30.00	\$ 3,000.00	\$ 12.10	\$ 1,210.00	\$ 14.00	\$ 1,400.00	\$ 22.80	\$ 2,280.00
3	Remove & Replace Concrete Curb & Gutter	LF	50	\$ 55.00	\$ 2,750.00	\$ 75.00	\$ 3,750.00	\$ 55.00	\$ 2,750.00	\$ 86.39	\$ 4,319.50
4	Full Depth Concrete Sidewalk & Asphalt Pavement Saw Cut	LF	50	\$ 15.00	\$ 750.00	\$ 5.00	\$ 250.00	\$ 8.00	\$ 400.00	\$ 6.58	\$ 329.00
5	Installation 24"x48" Pre-Stamp Cast Iron Detectable Warning Plate Assemblies Manufactured by Neenah Foundry (Plates are furnished by the City)	EA	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 177.00	\$ 354.00	\$ 200.50	\$ 401.00
<b>Totals</b>					<b>\$ 58,950.00</b>	<b>\$</b>	<b>71,860.00</b>	<b>\$</b>	<b>76,404.00</b>	<b>\$</b>	<b>90,819.50</b>

\* BMD Concrete Innovations Total Bid different than original bid due to math error

**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 9.E.

**TITLE:** Discussion and possible action on lease agreement with Vantage Financial for Police Department Server.

**ISSUE SUMMARY:** The police department budgeted \$15,000 for a new server for 2023 based on information received in 2022. The lowest cost of the server replacement, after further review of what is required for install and receiving four different quotes, came to \$25,677. This was provided to us by Ontech, who is our current IT provider. The upgrade is necessary since the current server is out of date and has the potential of failing. It stores all the data from the PD which includes body camera footage. To stay within budget and spread out the costs over the life of the server we are requesting to purchase the server through a lease agreement with Vantage Financial. Vantage Financial was chosen based on their previous work with the City on the lease of the grapple saw truck for the forestry department.

**STAFF RECOMMENDATION:** Staff recommends leasing the server.

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

**BUDGETARY IMPACT:** The annual budgetary impact is \$5,508.

Cost of Server \$25,677

Annual Lease Amount: \$5,508

Term: 60 months

**ATTACHMENTS:** None

**INITIATED/REQUESTED BY:** Mikko Hilvo, City Administrator

**FOR MORE INFORMATION CONTACT:** Mikko Hilvo, City Administrator, Police Chief McNerney

**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 9.F., 9.G., 9H

**TITLE:**

9.E. – Discussion and possible action on initial Resolution No.2023-05 Authorizing \$2,725,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 7

9.F. – Discussion and possible action on Resolution No. 2023-06 providing for the Sale of, not to exceed, \$2,725,000 General Obligation Community Development Bonds Series 2023A

9.G. – Discussion and possible action on Resolution No. 2023-07 Directing Publication of Notice to Electors Relating to Bond Issue

**ISSUE SUMMARY:** The City of Cedarburg will be undertaking an extension of Hanover Avenue through its Tax Incremental District No. 7. At the January 30, 2023 Common Council Meeting, the Council approved Resolution No. 2023-04 approving of interim financing for the project until tax-exempt bonds may be issued to finance the project on a long-term basis. Resolution Nos. 2023-05, 2023-06, 2023-07 provide for the sale of General Obligation Community Development Bonds not to exceed \$2,725,000, to provide long term financing for the Hanover Avenue project.

**STAFF RECOMMENDATION:** Approve Resolution Nos. 2023-05, 2023-06, 2023-07

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** n/a

**BUDGETARY IMPACT:**

**ATTACHMENTS:** Resolution Nos. 2023-05, 2023-06, 2023-07

**INITIATED/REQUESTED BY:** Kelly Livingston, Finance Director

**FOR MORE INFORMATION CONTACT:** Kelly Livingston (262) 375-7602 or Maureen Hartjes (262) 376-3907

**RESOLUTION NO. 2023-05**

**INITIAL RESOLUTION AUTHORIZING \$2,725,000  
GENERAL OBLIGATION BONDS FOR COMMUNITY  
DEVELOPMENT PROJECTS IN TAX INCREMENTAL  
DISTRICT NO. 7**

BE IT RESOLVED by the Common Council of the City of Cedarburg, Ozaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$2,725,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 7.

Adopted, approved and recorded March 13, 2023.

\_\_\_\_\_  
Michael O'Keefe  
Mayor

ATTEST:

\_\_\_\_\_  
Tracie Sette  
City Clerk

(SEAL)

## RESOLUTION NO. 2023-06

### RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$2,725,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2023A

WHEREAS, the City of Cedarburg, Ozaukee County, Wisconsin (the "City") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of \$2,725,000 general obligation bonds for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 7 (the "Project"); and

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The bonds authorized by the Initial Resolution shall be designated "General Obligation Community Development Bonds, Series 2023A" (the "Bonds") and the City shall issue Bonds in an amount not to exceed \$2,725,000.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project with the proceeds of the Bonds in an amount not to exceed \$2,725,000 prior to the issuance of the Bonds.

Adopted, approved and recorded March 13, 2023.

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Michael O'Keefe  
Mayor

ATTEST:

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Tracie Sette  
City Clerk

(SEAL)

**RESOLUTION NO. 2023-07**

**RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS  
RELATING TO BOND ISSUE**

WHEREAS, an initial resolution authorizing general obligation bonds has been adopted by the Common Council of the City of Cedarburg, Ozaukee County, Wisconsin (the "City") and it is now necessary that said initial resolution be published to afford notice to the residents of the City of its adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats.

Adopted, approved and recorded March 13, 2023.

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Michael O'Keefe  
Mayor

ATTEST:

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Tracie Sette  
City Clerk

(SEAL)

QB\78349581.1

## CITY OF CEDARBURG

**MEETING DATE:** March 13, 2023

**ITEM NO:** 9.I.

**TITLE:** Discussion and possible action on Resolution No. 2023-08 authorizing the City to open a custodial account with Pershing Advisor Solutions LLC and engage Ehlers Investment Partners as Investment Advisor

**ISSUE SUMMARY:**

The City of Cedarburg would like to work with Ehlers Investment Partners LLC to serve as the City's investment advisor. The City will transition from US Bank Investments to Ehlers Investment Partners. Ehlers Investment Partners will work with the City to manage investments and investment policies that seek to optimize allowable earnings, maintain liquidity and comply with regulations. Ehlers Investment Partners suggests Pershing Advisors LLC to serve as the City's custodian.

**STAFF RECOMMENDATION:** Approve Resolution No. 2023-08

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** February 21, 2023 Finance Committee meeting

**BUDGETARY IMPACT:**

**ATTACHMENTS:** Resolution No. 2023-08

**INITIATED/REQUESTED BY:** Kelly Livingston, Finance Director

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

**RESOLUTION NO. 2023-08**

**APPROVAL TO OPEN CUSTODIAL ACCOUNT(S) WITH  
PERSHING ADVISOR SOLUTIONS LLC, and ENGAGE EHLERS  
INVESTMENT PARTNERS as INVESTMENT ADVISOR**

**WHEREAS**, Ehlers Investment Partners LLC, recommends opening custodial account(s) for investment of City funds; and

**WHEREAS**, Ehlers Investment Partners LLC, as the City investment fiduciary will help manage and advise the City on the investment of these funds in accordance with State Statute.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Cedarburg that it hereby approves engagement of Ehlers Investment Partners LLC to open Pershing Advisor Solutions LLC account(s) to aid the City in the management of investments.

The above and foregoing Resolution was duly adopted by the City Council of the City of Cedarburg, Wisconsin at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023 by a vote of \_\_\_\_ in favor \_\_\_\_ opposed \_\_\_\_ abstentions.

\_\_\_\_\_  
Michael O'Keefe  
Mayor

ATTEST:

\_\_\_\_\_  
Tracie Sette  
City Clerk

(SEAL)

**CITY OF CEDARBURG**

**MEETING DATE:** March 13, 2023

**ITEM NO:** 7.J.

**TITLE:** Discussion and possible action on “No Mow May”

**ISSUE SUMMARY:** Cities and Villages across Wisconsin are adopting “No Mow May” to protect the endangered honeybee and bumblebee population. May is when pollinators emerge from hibernation. By not mowing the grass, bees find clover, dandelions, and other flowering plant to feed from. Our current ordinance Sec. 8-1-7 does not allow lawns, grasses, and noxious weeds to grow in excess of (8) inches. By approving “No Mow May” the City would temporarily allow *only residential areas* to grow their lawns in excess of 8”. The public facilities, including parks, will continue to be maintained to normal standards.

**STAFF RECOMMENDATION:** None

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

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Ordinance Sec. 8-1-7, “No Mow May” Article

**INITIATED/REQUESTED BY:** Administrator Mikko Hilvo

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

# What you need to know about No-Mow May, the bee-boosting trend sweeping Wisconsin

More communities are encouraging residents to put away their lawnmowers for next month to help pollinator populations grow

By Rob Mentzer

Published:

- Monday, April 18, 2022, 6:15am

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Two years ago, Appleton became the first city in the U.S. to adopt "No-Mow May," an initiative designed to boost the population of bees and other pollinators.

The idea is to give homeowners the option of letting their lawns get a bit overgrown for a few weeks to ensure that bees that are coming out of hibernation have plenty of options for the nectar and pollen they need.

The initiative, which is optional everywhere it's been implemented, requires cities to temporarily waive enforcement of ordinances that require homeowners to maintain their lawns.

In Appleton in 2020, No-Mow May was met with success, and other cities including Wausau, Oshkosh, Fort Atkinson and Stevens Point adopted the idea the following year.

And like dandelions on an unmown lawn, this year the idea has spread even farther. No-Mow May will be observed in De Pere, Wisconsin Rapids, La Crosse and other Wisconsin communities, as well as more distant places such as Ann Arbor, Michigan; Bangor, Maine; and New York's Hudson Valley.

## **What's the point of No-Mow May?**

"Bees, and insects in general, are in a bit of a slump right now," said Israel Del Toro, a biology professor at Appleton's Lawrence University.

Studies have shown steep declines in wild bee populations in the 21st century. It's a serious enough problem that the United Nations characterizes it as a threat to the global food supply.

Del Toro, who encountered the concept of a No-Mow May from an environmentalist group in the United Kingdom, was the driving force behind

Appleton's pioneering initiative. There are many factors that are hurting bee populations, he said, including climate change and irresponsible uses of pesticides and herbicides.

But in his view, the biggest stressor is habitat loss.

No-Mow May ensures that bees and other pollinators have plentiful food sources as they come out of hibernation. Del Toro has also worked with the city of Appleton and Lawrence University to establish places in parks and public spaces that could be havens for native plants to support pollinators all summer long.



*Danny Perez Photography (cc/by/nc/nd)*

It's also worth noting that the pollinators most affected are not the bees most people know. There are more than 500 species of bees, and unlike honey bees or bumblebees, most of them don't live in colonies.

"They're solitary little organisms," Del Toro said, and they do "the vast majority of pollinating in our urban ecosystems and in our agricultural ecosystems."

### **Does No-Mow May actually make a difference?**

The evidence that No-Mow May works to boost local pollinator populations is striking.

Del Toro's research in **Appleton's** first year of the program with fellow Lawrence University professor Relena Ribbons found a fivefold increase in the number of pollinators and a threefold increase in pollinator species diversity in the spaces. Del Toro said they expected to see populations increase, but that was a "staggering difference."

### **What if I love mowing my lawn, or just can't stand the grass looking messy?**

Not everyone likes a shaggy lawn. In Appleton, the first year of No-Mow May did coincide with an increase in complaints to the city.

This year, Ruth Ludwig, a member of the Superior City Council, brought forward a No-Mow May resolution there; the council will vote on it on Tuesday. Ludwig is a master gardener and loves watching the bees find flowers in her yard. But even in her own household, not everyone is completely sold on No-Mow May.

"My husband is one of those," she said. "He likes getting all the weeds out of the lawn. For him, it is therapeutic; he'll spend an afternoon pulling the weeds. In the spring, I do have to fight with him: 'Keep those dandelions. Let them grow, so it feeds the bees.'"



People pass by vast numbers of blossoming dandelions in a public park in Frankfurt, Germany, Thursday, May 3, 2018. *Michael Probst/AP Photo*

Del Toro said there is plenty of room for compromise. People can plant native flowers or allow growth only in parts of their yards. They can set up bee hotels, designed as habitats for solitary species like the leafcutter bee. And they can simply reduce their own use of pesticides, herbicides and fertilizers that can play a role in harming bee populations.

"By all means, if it's really driving you crazy, and it's really hurting you to watch those flowers grow in your yard, go ahead and mow," Del Toro said. "There are plenty of other ways for you to get involved and participate."

## **My community doesn't have No-Mow May. How can I help the bees?**

Bee City USA, an initiative of the Xerces Society for Invertebrate Conservation, offers advice for people who want to support bees without running afoul of local ordinances. One is to "maintain a mowed buffer" that separates your lawn from your garden.

"Maintaining a tidy mowed edge also makes a busy natural planting look less overwhelming, and makes these spaces look intentional rather than neglectful," the nonprofit writes.

Bee City USA also recommends engaging your local city council to see whether an optional No-Mow May program might work in your community.

For Del Toro, the broader goal is to make people aware that each of us can find ways to help bees.

"It's much more than just not mowing," Del Toro said. "It's also thinking actively about pollinator conservation, and all the little habits we can get rid of that maybe are hurting pollinators."

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## Sec. 8-1-7 Regulation of length of lawn and grasses.

- (a) *Purpose.* This section is adopted due to the unique nature of the problems associated with lawns, grasses and noxious weeds being allowed to grow to excessive length in the City of Cedarburg.
- (b) *Public nuisance declared.* The common council finds that lawns, grasses and noxious weeds on lots or parcels of land which exceed eight inches in length adversely affect the public health and safety of the public in that they tend to emit pollen and other discomforting bits of plants, constitute a fire hazard and a safety hazard in that debris can be hidden in the grass, interferes with the public convenience and adversely affects property values of other land within the city. For that reason, any lawn, grass or weed on a lot or other parcel of land which exceeds eight inches in length is hereby declared to be a public nuisance. An exception to the height requirement will be allowed for property located in designated floodplain areas, drainageways and/or wetland areas or where the lawn, grass or weed is part of a natural lawn approved pursuant to Section 8-1-6 above.
- (c) *Nuisances prohibited.* No person, firm or corporation shall permit any public nuisance as defined in subsection (b) above to remain on any premises owned or controlled by him within the city.
- (d) *Inspection.* The Weed Commissioner or his designee shall inspect or cause to be inspected all premises and places within the City to determine whether any public nuisance as defined in Subsection (b) above exists.
- (e) *Abatement of nuisance.*
  - (1) If the weed commissioner shall determine with reasonable certainty that any public nuisance as defined in subsection (b) above exists, he shall immediately cause written notice to be served that the city proposes to have the lot grass or lawn cut so as to conform with this section and section 8-1-5.
  - (2) The notice shall be served at least seven days prior to the date of the city's date of action to have the grass or lawn cut and shall be mailed or served on the owner of the lot or parcel of land or, if he is not known and there is a tenant occupying the property, then to the tenant, of the time and place at which the hearing will be held.
- (f) *Due process hearing.* If the owner believes that his grasses or weeds are not a nuisance, he may request a hearing before the common council. The request for said hearing must be made in writing to the city clerk's office within the seven days set forth in the weed commissioner's notice. Upon application for the hearing, the property owner must deposit a \$25.00 bond. If a decision is rendered in the property owner's favor, the \$25.00 will be returned to the property owner. If the property owner fails to appear for the hearing or if the decision is rendered against the property owner, the deposit shall be forfeited and applied to the cost of city personnel abating the nuisance, if necessary. When the owner of the property requests a hearing, a hearing by the common council shall be held within 14 days from the date of the owner's request. The city will not mow the property in question until such time as the council holds the hearing. At the hearing, the owner may appear in person or by his attorney, may present witnesses in his own behalf and may cross-examine witnesses presented by the city as well as subpoena witnesses for his own case. At the close of the hearing, the common council shall make its determination in writing specifying its findings, facts, and conclusions. If the common council determines that a public nuisance did exist, the council shall order the weed commissioner to mow the property in question unless the property has been mowed by the owner within 48 hours of the common council's decision. If the owner does not abate the nuisance within the described 48 hours, the weed commissioner shall cause the same nuisance to be abated and cost in excess of the forfeited fee assessed accordingly.
- (g) *City's option to abate nuisance.* In any case where the owner, occupant or person in charge of the property shall fail to cut his lawn, grass or weeds as set forth above, then, and in that event, the city may elect to cut said lawn, grass or weeds as follows:

- 
- (1) The written notice required in subsection (e) shall inform said person that in the event of his failure to abate the nuisance within the prescribed time, the city shall abate the same and the cost thereof shall be assessed to the property owner as a special charge.
  - (2) the city shall cut or cause to be cut all grass and weeds from the subject's property and shall charge the expenses of so doing at a rate as established by resolution by the common council. The charges shall be set forth in a statement to the city clerk who, in turn, shall mail the same to the owner, occupant or person in charge of the subject premises. If said statement is not paid in full within 30 days thereafter, the city clerk shall enter the charges in the tax roll as a special tax against said lot or parcel of land, and the same shall be collected in all respects like other taxes upon real estate, or as provided under Wis. Stats. § 66.615(3)(f).

(Ord. No. 2014-06)

**CITY OF CEDARBURG  
COMMON COUNCIL  
FEBRUARY 27, 2023**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, February 27, 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 (7:08 p.m.), 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, Fire Chief Jeffrey Vahsholtz, interested citizens and news media.

**STATEMENT OF PUBLIC NOTICE**

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

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

**DISCUSSION AND POSSIBLE ACTION ON CLAIM OF EXCESSIVE ASSESSMENT FROM PROPERTY OWNERS LOCATED AT W60 N667 JEFFERSON AVENUE**

City Attorney Herbrand summarized Mr. Spexarth’s claim of excessive assessment. The Board of Review heard testimony from Mr. Spexarth and Grotta Appraisals at the annual Board of Review meeting held June 29, 2022. Ultimately, the Board of Review upheld the appraised value. The owner purchased the home in 2021. The home is currently assessed for approximately \$29,000 less than the 2021 purchase price. The homeowner suggested the appraised value should be an additional \$16,000 lower. Staff is recommending denial of the claim. Attorney Herbrand explained if the Council upholds the City’s assessment, Mr. Spexarth’s next course of action would be to appeal to Circuit Court.

Mr. Spexarth addressed the Council with his concerns that he was singled out due to the recent home purchase. He would like more information about how City assessments are calculated.

Administrator Hilvo explained that Grota Appraisals developed a software package to aid in calculating home values.

The Council suggested Mr. Spexarth meet with Grota Appraisals to gain answers to his questions.

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to postpone any action on this item until the March 13, 2023 Council meeting. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON PURCHASING BUILDING INSPECTION SOFTWARE WITH ARPA FUNDS**

The Building Inspection Department has been researching the possibility of switching to a cloud-based building inspection platform to streamline inspections. With the increase in the number of building inspections the City is currently experiencing, this will:

- Allow permits to be submitted online and help decrease the number of residents and contractors required to stop at City Hall to apply for permits.
- Decrease the large volume of calls that come into the Department daily for scheduling of inspections.
- Allow inspectors in the field to have access to all documents related to the issued permit and/or the resident's folder.
- Allow homeowners/contractors to see the results of their inspection in real time.
- Allow data entry for permit to be issued only once. Currently, data related to permits is entered multiple times.

City staff researched several platforms and decided *CivicGov* will be most effective for the City. It is the same company that is utilized for the City website, MuniCode ordinance software, and citizen request (seeclickfix) services. The program will allow for building inspection management, Code enforcement management, and online payment processing for inspections.

A motion was made by Council Member Verhaalen, seconded by Council Member Mueller, to approve the use of ARPA funds to purchase Building Inspection Software not to exceed \$8,250. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON AWARD OF ENGINEERING DESIGN CONTRACT WITH RA SMITH FOR THE UPGRADE OF KENZIE LIFT STATION**

RA Smith completed preliminary plans for the upgrade of Kenzie Lift Station as part of the Hwy 60 Business Park design contract. This contract will take the design from the preliminary stage and provide the final bid documents, including plans, specifications, and cost estimates. In addition, this contract includes bidding assistance and shop drawing reviews.

A motion was made by Council Member Burkart, seconded by Council Member Verhaalen, to award the engineering design contract to RA Smith for the upgrade of the Kenzie Lift Station, not to exceed \$17,000. Motion carried without a negative vote.

**CONSENT AGENDA:**

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

- February 13, 2023 Common Council meeting minutes
- New 2022-2023 Operator Licenses for period ending June 30, 2023 for Luke Biedermann, Gabriel C. Capelle, and Michael R. Talentowski
- Payment of bills dated 02/10/2023 through 02/17/2023, transfers for the period 02/10/2023 through 02/24/2023, and payroll for period 02/05/2023 through 02/18/2023

### **ADMINISTRATOR'S REPORT**

In addition to the City Administrator's report included in the Council packet, the City Administrator will be attending the Wisconsin City Manager's Association (WCMA) conference this week in Fond du Lac, Wisconsin.

### **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 Arnett explained the Finance Committee researched a new method of investing in short term bonds and will be bringing this item to a future Council meeting. He also mentioned the Parks, Recreation, & Forestry Board approved of planting cherry blossom trees in the City this spring.

### **MAYOR'S REPORT**

Acting Mayor Thome encouraged the Council to attend an Emergency Management Services event taking place on March 25 as well as the Cedarburg Fire Department awards taking place on April 15.

### **ADJOURN TO CLOSED SESSION**

A motion was made by Council Member Burkart, seconded by Council Member Arnett, to adjourn to closed session at 7:37 p.m. 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 discussed was a possible Dish Cell Tower Agreement, the concept of a shared services agreement for Fire/EMS services with the Town of Cedarburg, and approval of closed session minutes from the February 13, 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 DISH CELL TOWER LEASE AGREEMENT**

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve the Dish cell tower lease agreement, subject to final review and approval by City staff and outside engineers. Motion carried without a negative vote.

**ADJOURNMENT**

A motion was made by Council Member Arnett, seconded by Council Member Verhaalen, to adjourn the meeting at 8:48 p.m. Motion carried without a negative vote.

Tracie Sette  
City Clerk

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/24/2023	PWBDD	42960	AMERICAN DEFENSE MFG LLC	EQUIPMENT/CAPITAL OUTLAY	500380	522120	3,086.49
02/24/2023	PWBDD	42961*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,087.12
02/24/2023	PWBDD	42963	AXON ENTERPRISE INC	REPAIR AND MAINTENANCE	500240	522110	24,076.00
02/24/2023	PWBDD	42965	BEAR ARMS LLC	EQUIPMENT/CAPITAL OUTLAY	500380	522120	8,586.00
02/24/2023	PWBDD	42966*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	143.91
				OPERATING SUPPLIES	500350	533210	51.69
				OPERATING SUPPLIES	500350	533210	23.80
				OPERATING SUPPLIES	500350	533210	24.28
				MAINTENANCE PARTS	500353	533210	13.90
				MAINTENANCE PARTS	500353	533210	6.00
				REPAIR AND MAINTENANCE	500240	555510	181.67
				REPAIR AND MAINTENANCE	500240	555510	43.96
				CHECK PWBDD 42966 TOTAL FOR FUND 100:			489.21
02/24/2023	PWBDD	42968	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	555510	98.98
02/24/2023	PWBDD	42970	BROOKS TRACTOR	MAINTENANCE PARTS	500353	533210	801.45
02/24/2023	PWBDD	42972	BUBLITZ PLUMBING & HEATING	REPAIR AND MAINTENANCE	500240	555510	630.00
02/24/2023	PWBDD	42973	BURKE TRUCK & EQUIPMENT INC.	MAINTENANCE PARTS	500353	533210	1,087.16
02/24/2023	PWBDD	42974	CEDARBURG LIGHT & WATER	DUE FROM LIGHT & WATER	156200	000000	1,566.50
02/24/2023	PWBDD	42975*#	CHARTER COMMUNICATIONS	ACCTS REC - FIRE DEPARTMENT	136100	000000	226.54
				TELEPHONE/COMMUNICATIONS	500225	513100	7.85
				TELEPHONE/COMMUNICATIONS	500225	513200	7.85
				TELEPHONE/COMMUNICATIONS	500225	514100	37.96
				INTERNET	500220	514700	1,088.34
				TELEPHONE/COMMUNICATIONS	500225	515400	15.18
				TELEPHONE/COMMUNICATIONS	500225	515600	22.77
				TELEPHONE/COMMUNICATIONS	500225	518100	49.99
				TELEPHONE/COMMUNICATIONS	500225	518100	62.60
				TELEPHONE/COMMUNICATIONS	500225	522230	15.23

Banks: PWBDD

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				TELEPHONE/COMMUNICATIONS	500225	522310	15.18
				INTERNET	500220	522410	139.98
				TELEPHONE/COMMUNICATIONS	500225	522410	22.77
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	163.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.18
				INTERNET	500220	555510	163.98
				INTERNET	500220	555510	107.98
				INTERNET	500220	555510	127.97
				TELEPHONE/COMMUNICATIONS	500225	566310	15.18
				CHECK PWBDD 42975 TOTAL FOR FUND 100:			<u>2,359.91</u>
02/24/2023	PWBDD	42976	CHEMININDUSTRIAL SYSTEMS INC	MAINTENANCE PARTS	500353	533210	188.00
02/24/2023	PWBDD	42979	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	82.46
				OFFICE SUPPLIES	500310	515600	456.40
				CHECK PWBDD 42979 TOTAL FOR FUND 100:			<u>538.86</u>
02/24/2023	PWBDD	42981	FIRST ADVANTAGE	PROFESSIONAL SERVICES	500210	533311	82.50
02/24/2023	PWBDD	42982	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	1,078.50
				REPAIR AND MAINTENANCE	500240	522120	30.75
				GAS AND OIL EXPENSE	500351	522120	194.40
				CHECK PWBDD 42982 TOTAL FOR FUND 100:			<u>1,303.65</u>
02/24/2023	PWBDD	42983	FORWARD TS	EQUIPMENT OUTLAY	500385	514700	9.47
				EQUIPMENT OUTLAY	500385	514700	9.47
				CHECK PWBDD 42983 TOTAL FOR FUND 100:			<u>18.94</u>
02/24/2023	PWBDD	42984	GALLS	UNIFORMS	500346	522110	90.98
02/24/2023	PWBDD	42986	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	22.27
02/24/2023	PWBDD	42987	GRAINGER	REPAIR AND MAINTENANCE	500240	518100	85.89
02/24/2023	PWBDD	42988	HORN PLASTICS INC	MAINTENANCE PARTS	500353	533210	1,404.50

Banks: PWBDD

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/24/2023	PWBDD	42989*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	4,441.00
				ATTORNEY/CONSULTANT	500212	522110	231.00
				ATTORNEY/CONSULTANT	500212	522110	896.00
				CHECK PWBDD 42989 TOTAL FOR FUND 100:			<u>5,568.00</u>
02/24/2023	PWBDD	42990*#	JANI-KING OF MILWAUKEE	PROFESSIONAL SERVICES	500210	518100	2,864.16
				PROFESSIONAL SERVICES	500210	522100	1,909.44
				OPERATING SUPPLIES	500350	533210	398.34
				CHECK PWBDD 42990 TOTAL FOR FUND 100:			<u>5,171.94</u>
02/24/2023	PWBDD	42991	JASON PETERSON	OPERATING EXPENSES	500235	522230	319.92
				OPERATING EXPENSES	500235	522230	153.01
				CHECK PWBDD 42991 TOTAL FOR FUND 100:			<u>472.93</u>
02/24/2023	PWBDD	42992	JJ S PLUMBING REPAIR	REPAIR AND MAINTENANCE	500240	522100	225.57
02/24/2023	PWBDD	42993	KAESTNER AUTO ELECTRIC CO	MAINTENANCE PARTS	500353	533210	189.99
02/24/2023	PWBDD	42995	KRISTIN J BORK	LIQUOR & BEER LICENSES	441110	000000	100.00
02/24/2023	PWBDD	42996	LAKESIDE INTERNATIONAL LLC	MAINTENANCE PARTS	500353	533210	437.25
02/24/2023	PWBDD	42997	LAKESIDE INTERNATIONAL LLC	MAINTENANCE PARTS	500353	533210	25.26
02/24/2023	PWBDD	43000*#	MASTER PRINTWEAR	UNIFORMS	500346	522120	257.25
02/24/2023	PWBDD	43001	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	78.99
02/24/2023	PWBDD	43002	MCCONN INC	MAINTENANCE PARTS	500353	533210	249.79
02/24/2023	PWBDD	43004	MILLER-BRADFORD AND RISBERG	MAINTENANCE PARTS	500353	533210	53.08
02/24/2023	PWBDD	43006	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	22.99
02/24/2023	PWBDD	43007	NEWMAN CHEVROLET	GAS AND OIL EXPENSE	500351	522120	67.05
02/24/2023	PWBDD	43010	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	1,056.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				EQUIPMENT/CAPITAL OUTLAY	500380	514700	690.00
				EQUIPMENT/CAPITAL OUTLAY	500380	514700	1,221.00
				CHECK PWBDD 43010 TOTAL FOR FUND 100:			<u>2,967.92</u>
02/24/2023	PWBDD	43011	OZAUKEE COUNTY HIGHWAY DEPT	SNOW AND ICE MATERIALS	500450	533450	3,191.20
02/24/2023	PWBDD	43013	QUALITY STATE OIL CO., INC.	MAINTENANCE PARTS	500353	533210	225.00
				MAINTENANCE PARTS	500353	533210	275.00
				CHECK PWBDD 43013 TOTAL FOR FUND 100:			<u>500.00</u>
02/24/2023	PWBDD	43014*#	RICOH USA, INC.	PRINTING-NEWSLETTERS, ETC	500313	522110	209.67
02/24/2023	PWBDD	43015	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	766.27
02/24/2023	PWBDD	43016	SNAP-ON INDUSTRIAL	MAINTENANCE PARTS	500353	533210	43.51
02/24/2023	PWBDD	43017	THE UNIFORM SHOPPE	UNIFORMS	500346	522120	2,045.30
02/24/2023	PWBDD	43018	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
02/24/2023	PWBDD	43019	TRANSUNION RISK AND ALTERNATIVE	TELEPHONE/COMMUNICATIONS	500225	522110	75.00
02/24/2023	PWBDD	43020*#	TRESTER HOIST & EQUIPMENT	MAINTENANCE PARTS	500353	533210	604.26
02/24/2023	PWBDD	43021	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
02/24/2023	PWBDD	43024*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	904.95
				NATURAL GAS-0713912926-00006	500224	518100	1,251.66
				NATURAL GAS-0713912926-00001	500224	518100	1,202.14
				NATURAL GAS-0711276804-00002	500224	522100	1,872.54
				NATURAL GAS-0711276804-00001	500224	522100	9.24
				NATURAL GAS-0713912926-00008	500224	522230	1,052.91
				NATURAL GAS-0713912926-00003	500224	522230	1,941.56
				NATURAL GAS-0713912926-00004	500224	522410	190.42
				NATURAL GAS-0713912926-00009	500224	533210	3,075.07
				NATURAL GAS-0707973696-00001	500224	555510	210.86
				NATURAL GAS-0719886467-00001	500224	555510	325.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 43024 TOTAL FOR FUND 100:			12,036.99
02/24/2023	PWBDD	43026#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	44,246.56
				MAINT/CONTRACTED SERVICES	500290	533730	21,426.65
				CHECK PWBDD 43026 TOTAL FOR FUND 100:			65,673.21
02/24/2023	PWBDD	43027	ZUERN BUILDING PRODUCTS	OPERATING EXPENSES	500235	522230	71.45
03/03/2023	PWBDD	43030*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	522110	102.07
				TELEPHONE/COMMUNICATIONS	500225	522230	90.72
				TELEPHONE/COMMUNICATIONS	500225	533210	89.41
				CHECK PWBDD 43030 TOTAL FOR FUND 100:			376.84
03/03/2023	PWBDD	43031	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522410	116.04
03/03/2023	PWBDD	43033*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	522120	18.85
				MAINTENANCE PARTS	500353	533210	15.82
				MAINTENANCE PARTS	500353	533210	2.77
				MAINTENANCE PARTS	500353	533210	23.84
				REPAIR AND MAINTENANCE	500240	555510	9.87
				CHECK PWBDD 43033 TOTAL FOR FUND 100:			71.15
03/03/2023	PWBDD	43034	BIASEW	TRAVEL & TRAINING	500330	522310	50.00
03/03/2023	PWBDD	43035	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	18.99
03/03/2023	PWBDD	43036*#	BMO HARRIS BANK N.A.	WORK OUT ROOM	500235	522230	2,461.31
03/03/2023	PWBDD	43037	BOND TRUST SERVICES CORP	PROFESSIONAL SERVICES	500210	515600	400.00
				PROFESSIONAL SERVICES	500210	515600	400.00
				PROFESSIONAL SERVICES	500210	515600	400.00
				PROFESSIONAL SERVICES	500210	515600	400.00
				PROFESSIONAL SERVICES	500210	515600	400.00
				CHECK PWBDD 43037 TOTAL FOR FUND 100:			2,000.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
03/03/2023	PWBDD	43038	CALLAHAN BLUM, ERIN	PROFESSIONAL SERVICES - FEB WATERCOLOR	500210	555140	435.20
03/03/2023	PWBDD	43040	CEDARBURG OVERHEAD DOOR CO.	OPERATING SUPPLIES	500350	533210	374.00
03/03/2023	PWBDD	43041	CENTER MASS INC	TRAVEL & TRAINING	500330	522120	198.00
03/03/2023	PWBDD	43044	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	15.25
				OFFICE SUPPLIES	500310	515600	42.00
				CHECK PWBDD 43044 TOTAL FOR FUND 100:			<u>57.25</u>
03/03/2023	PWBDD	43045	CUSTOM SERVICE INFORMATION, LLC	ATTORNEY/CONSULTANT	500212	522110	550.00
03/03/2023	PWBDD	43048	EIASEW, INC	TRAVEL & TRAINING	500330	522310	15.00
03/03/2023	PWBDD	43049	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - FEB TAIJI	500210	555140	258.00
03/03/2023	PWBDD	43050	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	26.24
03/03/2023	PWBDD	43051*#	GALLS, LLC	UNIFORMS	500346	522110	96.48
03/03/2023	PWBDD	43052#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	11.69
				REPAIR AND MAINTENANCE	500240	555510	41.36
				REPAIR AND MAINTENANCE	500240	555510	84.58
				REPAIR AND MAINTENANCE	500240	555510	42.29
				CHECK PWBDD 43052 TOTAL FOR FUND 100:			<u>179.92</u>
03/03/2023	PWBDD	43058	JONATHAN CENSKY	PROFESSIONAL SERVICES	500210	566310	6,287.28
03/03/2023	PWBDD	43060	MAUREEN HARTJES	OTHER EXPENSES	500390	515600	17.28
03/03/2023	PWBDD	43061	MEQUON VACUUM CENTER LLC	OPERATING SUPPLIES	500350	533210	111.65
03/03/2023	PWBDD	43063	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	1,423.40
03/03/2023	PWBDD	43064	NANCY J KRAJECKI	LIFE INSURANCE DEDUCTIONS	215901	000000	27.36
				EMPLOYEE REIMBURSEMENTS	215915	000000	27.36
				CHECK PWBDD 43064 TOTAL FOR FUND 100:			<u>54.72</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
03/03/2023	PWBDD	43065	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	308.82
				MAINTENANCE PARTS	500353	533210	58.09
				MAINTENANCE PARTS	500353	533210	59.26
				MAINTENANCE PARTS	500353	533210	8.88
				MAINTENANCE PARTS	500353	533210	(20.00)
				CHECK PWBDD 43065 TOTAL FOR FUND 100:			<u>415.05</u>
03/03/2023	PWBDD	43069	NORTH SHORE PW ASSOCIATION	OPERATING SUPPLIES	500350	533210	145.00
03/03/2023	PWBDD	43070*#	OLSEN'S PIGGLY WIGGLY	OFFICE SUPPLIES	500310	514200	3.14
				OPERATING SUPPLIES	500350	533210	47.53
				CHECK PWBDD 43070 TOTAL FOR FUND 100:			<u>50.67</u>
03/03/2023	PWBDD	43072	PLUMBING INSPECTORS ASSOC.	TRAVEL & TRAINING	500330	522310	40.00
03/03/2023	PWBDD	43073	PORT WASHINGTON ADULT SENIOR	OTHER EXPENSES - FIRESIDE PIANO MEN	500390	555140	841.20
03/03/2023	PWBDD	43074	PUBLIC SAFETY EQUIPMENT CO.	REPAIR AND MAINTENANCE	500240	522120	410.00
03/03/2023	PWBDD	43079	SETTLERS INN	OFFICE SUPPLIES	500310	514200	465.00
03/03/2023	PWBDD	43080	SOUTHSIDE TIRECO., FRANKLIN	MAINTENANCE PARTS	500353	533210	151.77
				MAINTENANCE PARTS	500353	533210	305.96
				CHECK PWBDD 43080 TOTAL FOR FUND 100:			<u>457.73</u>
03/03/2023	PWBDD	43081	SUNSET LAW ENFORCEMENT	EQUIPMENT/CAPITAL OUTLAY	500380	522120	5,097.70
03/03/2023	PWBDD	43084	TAKAKO WILLDEN	PROFESSIONAL SERVICES - FEB WATERCOLOR	500210	555140	72.00
03/03/2023	PWBDD	43087#	UNIFIRST CORPORATION	REPAIR AND MAINTENANCE	500240	522100	78.63
				OPERATING SUPPLIES	500350	533210	52.47
				CHECK PWBDD 43087 TOTAL FOR FUND 100:			<u>131.10</u>
03/03/2023	PWBDD	43088	WALTS PETROLEUM SERVICE INC	REPAIR AND MAINTENANCE	500240	533210	195.00
03/03/2023	PWBDD	43090	ZUERN BUILDING PRODUCTS	OPERATING SUPPLIES	500350	533210	26.47
				MAINTENANCE PARTS	500353	533210	102.66

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 43090 TOTAL FOR FUND 100:			129.13
				Total for fund 100 GENERAL FUND			172,450.08
Fund: 220 RECREATION PROGRAMS FUND							
02/24/2023	PWBDD	42971	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	939.77
02/24/2023	PWBDD	42975*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
02/24/2023	PWBDD	43000*#	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	252.80
03/03/2023	PWBDD	43042	CHERYL PETERSON	SUMMER SOCCER	467329	000000	70.00
03/03/2023	PWBDD	43077	SAM'S CLUB DIRECT	SUPPLIES AND EXPENSES	500347	555390	516.96
				Total for fund 220 RECREATION PROGRAMS FUND			1,810.03
Fund: 240 SWIMMING POOL FUND							
02/24/2023	PWBDD	42975*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	139.98
				TELEPHONE/COMMUNICATIONS	500225	555320	45.00
				CHECK PWBDD 42975 TOTAL FOR FUND 240:			184.98
02/24/2023	PWBDD	43024*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	9.24
				NATURAL GAS-0719900042-00001	500224	555320	23.80
				CHECK PWBDD 43024 TOTAL FOR FUND 240:			33.04
03/03/2023	PWBDD	43053	HORIZON COMMERCIAL POOL SUPPLY	MAINTENANCE SUPPLIES	500340	555320	394.13
				Total for fund 240 SWIMMING POOL FUND			612.15
Fund: 260 LIBRARY FUND							
02/24/2023	PWBDD	42959	AMAZON CAPITOL SERVICES	REPAIR AND MAINTENANCE	500240	555110	609.84
				PROGRAM SUPPLIES	500308	555110	45.64
				PROGRAM SUPPLIES	500308	555110	73.31
				OFFICE SUPPLIES	500310	555110	130.40
				OFFICE SUPPLIES	500310	555110	90.56
				OFFICE SUPPLIES	500310	555110	161.32
				COMPUTER/COPIER SUPPLIES	500312	555110	77.60
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	59.99
				OPERATING SUPPLIES	500350	555110	172.58

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				LIBRARY TECHNOLOGY	500382	555110	(366.50)
				CHECK PWBDD 42959 TOTAL FOR FUND 260:			<u>1,054.74</u>
02/24/2023	PWBDD	42962	AVI SYSTEMS, INC.	EQUIPMENT/CAPITAL OUTLAY	500380	555110	682.58
02/24/2023	PWBDD	42964	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	170.74
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	42.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	267.20
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	339.36
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	236.24
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	108.72
				DONATION EXPENDITURES	500322	555110	23.60
				DONATION EXPENDITURES	500322	555110	31.34
				DONATION EXPENDITURES	500322	555110	30.22
				DONATION EXPENDITURES	500322	555110	15.68
				DONATION EXPENDITURES	500322	555110	32.48
				CHECK PWBDD 42964 TOTAL FOR FUND 260:			<u>1,297.58</u>
02/24/2023	PWBDD	42975*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	182.96
02/24/2023	PWBDD	42990*#	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	951.90
02/24/2023	PWBDD	42994	KANOPY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	352.80
02/24/2023	PWBDD	42998	LAWNSCAPERS, INC	MAINT/CONTRACTED SERVICES	500290	555110	1,135.00
02/24/2023	PWBDD	43003	MIDWEST TAPE, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	569.85
02/24/2023	PWBDD	43023	VISUAL IMAGE PHOTOGRAPHY, INC.	MARKETING	500223	555110	220.00
02/24/2023	PWBDD	43024*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	1,549.62
03/03/2023	PWBDD	43030*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
03/03/2023	PWBDD	43032	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	146.25
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	315.28

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	263.74
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	471.00
				DONATION EXPENDITURES	500322	555110	32.68
				CHECK PWBDD 43032 TOTAL FOR FUND 260:			<u>1,228.95</u>
03/03/2023	PWBDD	43046	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	213.22
03/03/2023	PWBDD	43055	JAMES IMAGING SYSTEMS, INC.	COMPUTER/COPIER SUPPLIES	500312	555110	313.76
03/03/2023	PWBDD	43062	MIDWEST TAPE, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	398.11
03/03/2023	PWBDD	43066	NASSCO, INC.	OFFICE SUPPLIES	500310	555110	198.44
03/03/2023	PWBDD	43067	NORTH SHORE BANK	SICK PAY OUT	500135	555110	8,042.10
03/03/2023	PWBDD	43070*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	44.95
03/03/2023	PWBDD	43078	SCHOLASTIC LIBRARY PUBLISHING	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	13.59
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	23.38
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	32.99
				CHECK PWBDD 43078 TOTAL FOR FUND 260:			<u>69.96</u>
03/03/2023	PWBDD	43085	THE PENWORTHY COMPANY, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	748.67
				Total for fund 260 LIBRARY FUND			<u>19,385.65</u>
Fund: 270 FIRE DEPT & EMS							
02/24/2023	PWBDD	42958	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	215.36
				SUPPLIES AND EXPENSES	500347	522500	384.95
				CHECK PWBDD 42958 TOTAL FOR FUND 270:			<u>600.31</u>
02/24/2023	PWBDD	42961*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	397.55
02/24/2023	PWBDD	42966*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	44.09
				OPERATING SUPPLIES	500350	522500	5.02
				OPERATING SUPPLIES	500350	522500	61.16
				CHECK PWBDD 42966 TOTAL FOR FUND 270:			<u>110.27</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
02/24/2023	PWBDD	42969	BOUND TREE MEDICAL, LLC	EMS - FLEX GRANT EXPENSES	500396	522500	279.80
02/24/2023	PWBDD	42975*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	326.03
02/24/2023	PWBDD	42978	COLUMBIA ST MARY'S INC	OPERATING SUPPLIES	500350	522500	333.00
02/24/2023	PWBDD	42985	GALLS, LLC	UNIFORMS	500346	522500	390.10
				UNIFORMS	500346	522500	162.88
				UNIFORMS	500346	522500	148.42
				UNIFORMS	500346	522500	60.28
				CHECK PWBDD 42985 TOTAL FOR FUND 270:			761.68
02/24/2023	PWBDD	42999	MACQUEEN EQUIPMENT	EQUIPMENT/CAPITAL OUTLAY	500380	522500	205.00
				EQUIPMENT/CAPITAL OUTLAY	500380	522500	14.50
				CHECK PWBDD 42999 TOTAL FOR FUND 270:			219.50
02/24/2023	PWBDD	43008	NORTH SHORE PHARMACY & COMPOUNDING SUPPLIES AND EXPENSES		500347	522500	62.95
02/24/2023	PWBDD	43009	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	39.84
				OPERATING SUPPLIES	500350	522500	43.96
				OPERATING SUPPLIES	500350	522500	49.74
				CHECK PWBDD 43009 TOTAL FOR FUND 270:			133.54
02/24/2023	PWBDD	43012	PEPSI-COLA	OPERATING SUPPLIES	500350	522500	380.10
02/24/2023	PWBDD	43014*#	RICOH USA, INC.	OPERATING SUPPLIES	500350	522500	65.66
03/03/2023	PWBDD	43029	AR500 ARMOR	EMS - FLEX GRANT EXPENSES	500396	522500	1,559.10
03/03/2023	PWBDD	43036*#	BMO HARRIS BANK N.A.	DUES	500210	522500	45.00
				OFFICE MAX	500310	522500	172.15
				POSTAGE	500315	522500	178.90
				AMERICAN HEART ASSOC	500330	522500	729.23
				WIS EMD DUES	500350	522500	456.16
				EMS - FLEX GRANT EXPENSES	500396	522500	524.27

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
				CHECK PWBDD 43036 TOTAL FOR FUND 270:			2,105.71
03/03/2023	PWBDD	43047	ECONOMY GLASS INC.	REPAIR AND MAINTENANCE	500240	522500	40.33
03/03/2023	PWBDD	43051*#	GALLS, LLC	UNIFORMS	500346	522500	110.54
				UNIFORMS	500346	522500	166.41
				CHECK PWBDD 43051 TOTAL FOR FUND 270:			276.95
03/03/2023	PWBDD	43056	JEFF KLINGLER	EQUIPMENT/CAPITAL OUTLAY	500380	522500	121.11
03/03/2023	PWBDD	43057	JEFF VAHSOLTZ	OPERATING SUPPLIES	500350	522500	191.52
03/03/2023	PWBDD	43059	JONES & BARTLETT LEARNING LLC	TRAVEL & TRAINING	500330	522500	417.36
				TRAVEL & TRAINING	500330	522500	(20.20)
				CHECK PWBDD 43059 TOTAL FOR FUND 270:			397.16
03/03/2023	PWBDD	43068	NORTH SHORE PHARMACY & COMPOUNDING	EMS EQUIPMENT	500400	522500	13.19
03/03/2023	PWBDD	43076	RENNERT'S FIRE EQUIPMENT	REPAIR AND MAINTENANCE	500240	522500	615.30
03/03/2023	PWBDD	43082	SUZANNE ERNST	OPERATING SUPPLIES	500350	522500	260.30
03/03/2023	PWBDD	43086	TOMASO'S	OPERATING SUPPLIES	500350	522500	48.75
03/07/2023	PWBDD	43091	EMERGENCY MEDICAL PRODUCTS	EMS - FLEX GRANT EXPENSES	500396	522500	849.99
03/07/2023	PWBDD	43092	PAXUSA LLC	EMS - FLEX GRANT EXPENSES	500396	522500	849.00
				Total for fund 270 FIRE DEPT & EMS			10,998.80
Fund: 350 TIF DISTRICT FUND #4							
02/24/2023	PWBDD	42989*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	1,827.00
				Total for fund 350 TIF DISTRICT FUND #4			1,827.00
Fund: 354 TIF DISTRICT #7							
02/24/2023	PWBDD	42989*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	147.00
				Total for fund 354 TIF DISTRICT #7			147.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
02/24/2023	PWBDD	42967	BIG O'S TRAILERS, INC	18'X7' TANDEM TRAILER	500880	533210	6,752.25
02/24/2023	PWBDD	42980	COTTRELL CONSTRUCTION INC.	STATION IMPROVEMENTS	500807	522230	5,347.60

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 400 CAPITAL IMPROVEMENTS FUND							
02/24/2023	PWBDD	42989*#	HOUSEMAN & FEIND, LLP	PROCHNOW	500841	533750	168.00
02/24/2023	PWBDD	43022	VANTAGE FINANCIAL	DEBT SERVICE - PRINCIPAL	500610	555510	3,453.67
				DEBT SERVICE - INTEREST	500620	555510	154.33
				CHECK PWBDD 43022 TOTAL FOR FUND 400:			<u>3,608.00</u>
03/03/2023	PWBDD	43054	HORN PLASTICS INC	EQUIP REPLACEMENT	500880	533210	4,109.50
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			19,985.35
Fund: 601 WATER RECYCLING CENTER							
02/24/2023	PWBDD	42975*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	139.98
				TELEPHONE/COMMUNICATIONS	500225	573825	58.46
				CHECK PWBDD 42975 TOTAL FOR FUND 601:			<u>198.44</u>
02/24/2023	PWBDD	42977	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	112.11
02/24/2023	PWBDD	43005	MULCAHY SHAW WATER, INC.	LAB SUPPLIES	500370	573825	531.87
02/24/2023	PWBDD	43020*#	TRESTER HOIST & EQUIPMENT	MAINTENANCE SUPPLIES	500340	573830	880.00
02/24/2023	PWBDD	43024*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	15.93
				NATURAL GAS-0713182701-00001	500224	573825	168.51
				NATURAL GAS-0712590709-00001	500224	573825	622.63
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	10.62
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	11.66
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	10.62
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	15.34
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	48.64
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	21.41
				CHECK PWBDD 43024 TOTAL FOR FUND 601:			<u>925.36</u>
02/24/2023	PWBDD	43025	WISCONSIN STEAM CLEANER	MAINTENANCE SUPPLIES	500340	573830	560.81
03/03/2023	PWBDD	43028	AQUATIC INFORMATICS, INC	COMPUTER/COPIER SUPPLIES	500312	573825	2,344.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
03/03/2023	PWBDD	43030*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
03/03/2023	PWBDD	43033*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	13.28
				MAINTENANCE SUPPLIES	500340	573830	7.73
				CHECK PWBDD 43033 TOTAL FOR FUND 601:			<u>21.01</u>
03/03/2023	PWBDD	43039	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,960.12
03/03/2023	PWBDD	43043	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	112.11
03/03/2023	PWBDD	43071	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
03/03/2023	PWBDD	43075	R.A. SMITH NATIONAL	LIFT STATIONS	185324	000000	3,642.50
03/03/2023	PWBDD	43083	SYMBIONT	ENGINEERING FOR ADAPTIVE MANAGEMENT	500383	573835	4,078.75
03/03/2023	PWBDD	43089	WATERTECH OF AMERICA, INC	COAGULANTS	500371	573825	1,337.02
				Total for fund 601 WATER RECYCLING CENTER			28,351.31
			TOTAL - ALL FUNDS				255,567.37

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

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

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
2/25/23-3/10/23

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
PWSB CHECKING ACCOUNT		
2/27/2023	\$46,631.52	Light & Water invoices
2/28/2023	\$90,344.12	ETF-January WRS remittance
3/1/2023	\$2,162.66	ETF-March dental & vision premiums
3/3/2023	\$16,723.34	State of Wisconsin-February sales tax
3/9/2023	\$251,000.00	PWSB Payroll
3/9/2023	\$1,248.50	ICMA-contributions for 2/19/23-3/4/23
3/9/2023	\$5,732.67	North Shore Bank-contributions for 2/19/23-3/4/23
3/9/2023	\$522.50	Police Union-contributions for 2/19/23-3/4/23
3/9/2023	\$346.15	State of Wisconsin-child support for 2/19/23-3/4/23
3/9/2023	\$814.46	Wis Deferred Comp-contributions for 2/19/23-3/4/23
3/9/2023	\$2,600.00	Baker Tilly-audit
	<u>\$418,125.92</u>	

PWSB PAYROLL CHECKING ACCOUNT

3/10/2023	\$179,632.42	Payroll for 2/19/23-3/4/23
3/10/2023	\$71,353.56	Payroll taxes for 2/19/23-3/4/23
	<u>\$250,985.98</u>	



City of Cedarburg

# City Administrator's Report

March 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**— Bids have been received for the 2023 Street & Utility Project and Sidewalk program. Director Wieser is working on the Stormwater annual report that is due at the end of March.

The Public Works crew is working on tree removals and pruning, along with appliance pick ups.

**Water Recycling Center**— Work is continuing on the facility plan, to help determine if the plant should be upgraded or a new facility should be built. The Plan should be presented in May or June. The Adaptive Management report will be sent to the DNR this month. There is an opening for an operator at the Center.

**Building Inspection**—The cemetery house is vacant. The Department received four applications for cutting the lawn at Zur Ruhe Cemetery.

**Light & Water**—The Department is working on their year-end audit. The water rate increase hearing (approximately 18%) was held at the end of February.

**Fire**— Nine interviews were held on Wednesday and Thursday this week for two full-time paramedic positions. The City will have an oversight agreement with the Southern Ozaukee Department until the City is able to apply for their own program in four years.

**Clerk**—The Department is beginning the liquor and operator licensing process for the 2023-2024 licensing year. Preparations are underway for the April 2023 Spring Election.

**Library**— There was a roof leak at the Library and will require a sealant update to the roof in spring. Director Pierschalla is working on performance reviews.

**Treasurer**— This is a payroll week. The annual audit is taking place this week. Robin VanDinter has accepted the Administrative Assistant position for the Building Inspection/Public Works Department. An ad will be placed for an Accounts Receivable/Payroll Assistant to work at the front desk in the near future.

**Administrator**— Mayor O'Keefe, Council President Thome, Planner Censky, and I met with a Developer that has interest in a lot in the Business Park. Plans have been submitted for Town Homes in The Fox Run Development.

Respectfully submitted,

Mikko Hilvo