

**CITY OF CEDARBURG  
A MEETING OF THE COMMON COUNCIL  
MONDAY MAY 8, 2023 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, May 8, 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., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/82442796140>

**AGENDA**

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Michael O'Keefe, Council Members Patricia Thome, Jim Fitzpatrick, Kevin Curley, Robert Simpson, Kristin Burkart, Mark Mueller, Melissa Bitter
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. PRESENTATIONS
  - A. Poppy Princess Presentation and Proclamation\*
  - B. Presentation of 2022 Library Annual Report\*
8. NEW BUSINESS
  - A. Discussion and possible action on Fox Run Development access to the Interurban Trail\*
  - B. Discussion and possible action on Ordinance No. 2023-03 amending section 8-4-10 of the Code of Ordinances to authorize interments in which a burial enclosure only covers the top and sides of the casket\*
  - C. Discussion and possible action on Intergovernmental Agreement between the City of Cedarburg and the Town of Cedarburg regarding the reconstruction, maintenance, and repairs of Columbia Road\*

- D. Discussion and possible action on Façade Grant Requests\*
- E. Discussion and possible action on Willowbrooke Park Lease Agreement amendment\*
- F. Discussion and possible action on Mayoral appointments to various Committees/Boards/Commissions\*
- G. Discussion and possible action on Mayoral Council Member appointments to various Committees/Boards/Commissions\*
- H. Discussion and possible action on use of ARPA Funds for replacing the DPW yard waste access card system motherboard and resident cards\*
- I. Discussion and possible action on approval of a “Class B” fermented malt beverage and “Class B” intoxicating liquor (on or off-premise consumption) for Dorsey Ventures LLC (formerly Settler’s Inn LLC), N50W6410 Western Road, Cedarburg, WI 53012, Bryan J. Dorsey, Agent, premises to be licensed: W63N657 Washington Avenue, known as Dorsey’s Café\*
- J. Discussion and possible action on approval of Amplified Music/Sound in an Outdoor Alcohol Beverage Seating Area Permit for Lime Cantina, N62W550 Washington Avenue

## 9. CONSENT AGENDA

- A. Discussion and possible action on approval of April 18, 2023 Council Meeting Minutes\*
- B. Discussion and possible action on License/Permit applications\*\*\*
  - 1. Consider approval of new 2022-2023 operator licenses for the period ending June 30, 2023 for Jamie L. Meyer, Brooke M. Schwab, and Alexis M. Warshall
  - 2. Consider authorizing the granting of Temporary Class “B” licenses to Cedarburg Firemen’s Park, Inc., for Maxwell Street Days, Firemen’s Park, W65N796 Washington Avenue, for May 28, July 9, September 3, and October 1, 2023 from 6:00 a.m. to 10:00 p.m.
  - 3. Consider approval of 2023-2024 alcohol, cigarette, and operator licenses (see attached list)\*
- C. Discussion and possible action on payment of bills dated 04/08/2023 through 04/28/2023, transfers from 04/08/2023 through 05/05/2023, and payroll for period 04/16/23 through 04/29/23\*

## 10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator’s Report\*

11. COMMUNICATIONS

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

12. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to Closed Session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically to be discussed is Item 12.B. & 12.C. It is further 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 12.D. & 12.E.

- A. Approval of March 13, 2023 and April 10, 2023 Closed Session minutes
- B. Discussion and Review of Letter of Intent (LOI) for Lot #4 in the Hwy 60 Business Park
- C. Discussion/update on the concept of a new shared services agreement for Fire/EMS services with the Town of Cedarburg
- D. Discussion and Review of Erik Kampa lawsuit
- E. Discussion on agreement with Ramboll on Prochnow Landfill Environmental Services.

13. RECONVENE TO OPEN SESSION

14. NEW BUSINESS – CONTINUED

- K. Discussion and possible action on Letter of Intent (LOI) for Lot #4 in the Hwy 60 Business Park
- L. Discussion and possible action on agreement with Ramboll on Prochnow Landfill Environmental Services

15. 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).

5/04/23 tas

**CITY of CEDARBURG**  
**OFFICE of the MAYOR**

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*Proclamation*

WHEREAS; America is the land of Freedom, preserved and protected, willingly and freely, by the men and women of the Armed Forces; and

WHEREAS; millions who have answered the call to arms have died on the field of battle; and a nation must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS; the red crepe paper poppy, made by disabled veterans, has been designated as a symbol of the sacrifice of lives in all wars; and

WHEREAS; the annual distribution of these poppies by the American Legion Auxiliary has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS; the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of the disabled, needy veterans, and the widows and orphans of the deceased veterans; and

WHEREAS; the American Legion and Legion Auxiliary have pledged to remind citizens annually of this debt through the distribution of this memorial flower;

NOW, THEREFORE, I, Michael O’Keefe, Mayor of Cedarburg, do hereby proclaim May, 2023 as

**POPPY MONTH**

and urge all citizens of this community to recognize the merits of this cause by contributing generously to its support through donations on **National Poppy Day Friday, May 26 2023.**

We also urge all patriotic citizens to wear a poppy as evidence of our gratitude.

Signed by

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Mayor Michael O’Keefe

Attested:

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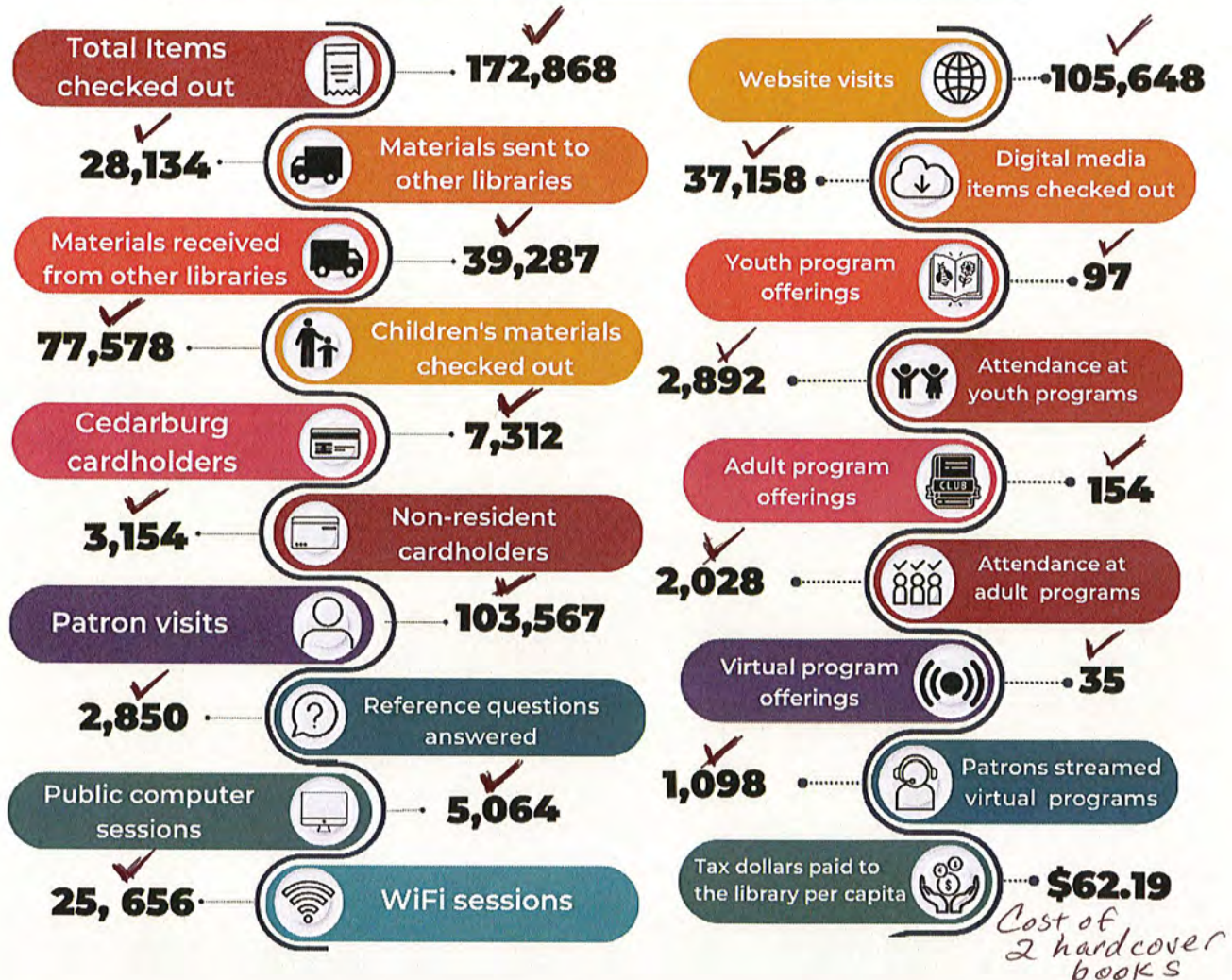
Tracie Sette, City Clerk



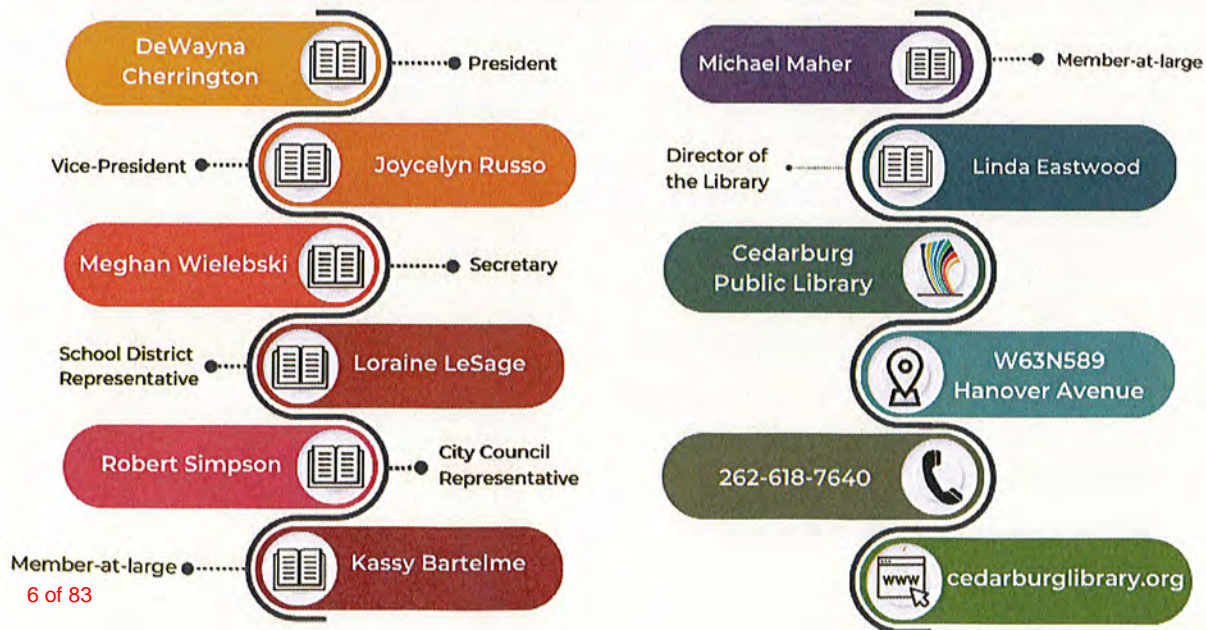
# CEDARBURG

2022 ANNUAL REPORT

## PUBLIC LIBRARY



## LIBRARY BOARD OF TRUSTEES



**CEDARBURG PUBLIC LIBRARY**  
**ANNUAL REPORT 2022**  
**FUNDING OF THE LIBRARY**  
**COUNCIL PRESENTATION**

The library is a special revenue fund, and the Library Board oversees the expenditures and approves the allocation of the budget every year.

2022		2023	
Real Estate taxes -	\$771,194	Real Estate Taxes -	\$771,194
Grants -	\$20,000	Grants -	\$15,000
Fees/Fines -	\$15,000	Fees/Fines	\$12,000
County Reimb.	\$243,632	County Reimb.	\$266,841
Photocopies	\$1,500	Photocopies	\$1,500
Donations	\$30,000	Donations	\$30,000
Rent – Comm. room	\$500	Rent- Comm. room	\$500
TOTAL-	\$1,081,826	TOTAL -	\$1,097,035

The library is a member of the Monarch Library System and includes all the public libraries in Ozaukee, Washington, Dodge and Sheboygan counties and Lakeland College. Cedarburg residents have access to 2.5 million items in the system and can request and drop off materials at any of the libraries. The system is a great example of shared resources among 4 counties and the libraries pool their resources to keep costs manageable using group purchasing.

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.A.

**TITLE:** Discussion and possible action on Fox Run Development access to the Interurban Trail

**ISSUE SUMMARY:** We-Energies owns the interurban trail right-of-way but has a long-term easement agreement with the City that requires the City to maintain the interurban trail and 10ft on either side of the trail in return for the use of the right-of-way. The City has approved P2 development access points to the trail from their development. To proceed with the work an agreement is required by We-Energies with JB Properties 8, who is the property management company of the development, and the City that shows the sections connecting to the interurban trail are part of the trail and will be maintained by either the developer or the City in the future.

**STAFF RECOMMENDATION:** Staff recommends approving the agreement. The developer plans to clean up the area, add paths to the trail, and provide a bike repair area that can be used by all trail users. This will be a great enhancement to that portion of the trail.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

The Parks, Recreation, and Forestry Board approved the agreement at their April 5<sup>th</sup> meeting.

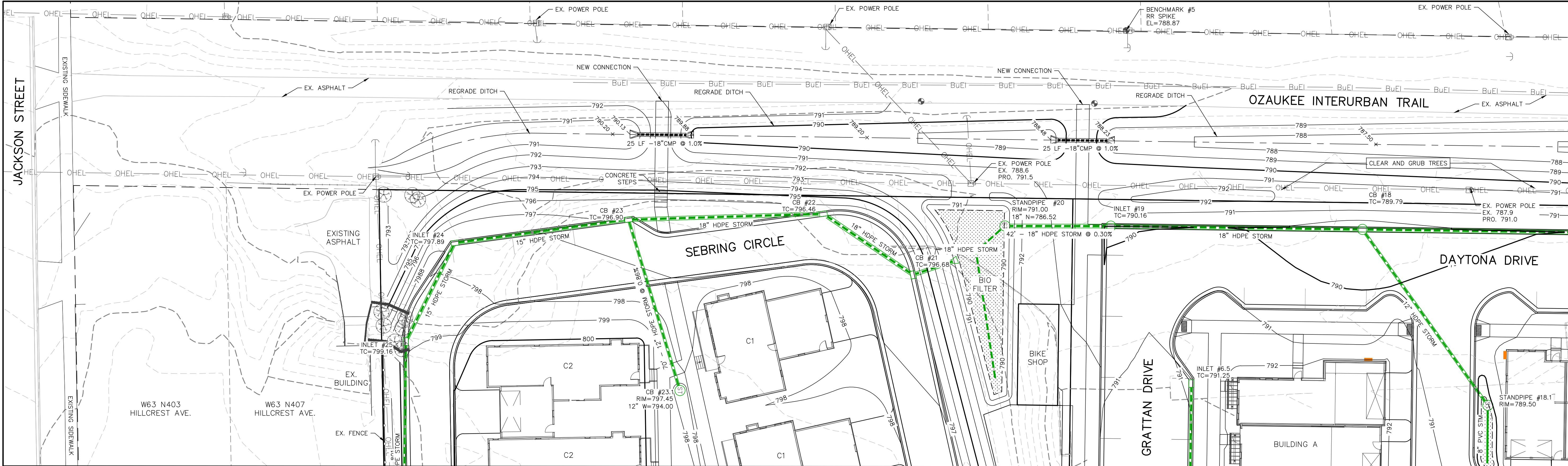
**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Trail Connection Agreement, Trail Grading Plan, Park Board Minutes

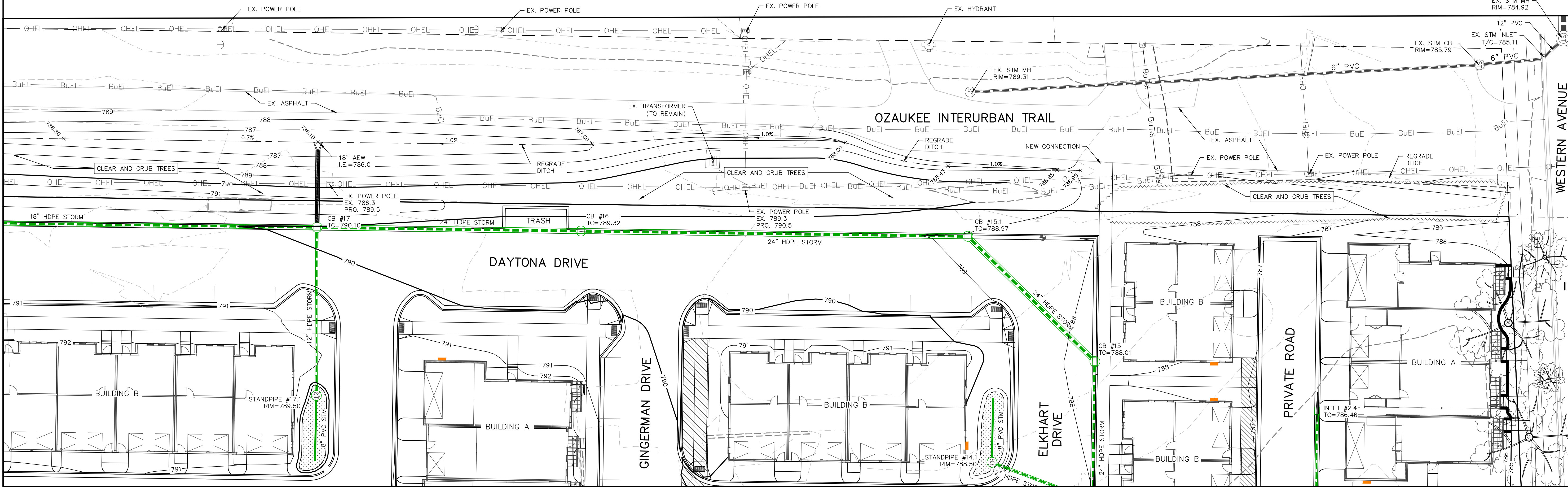
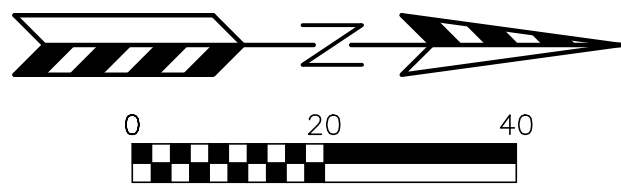
**INITIATED/REQUESTED BY:** Bob Bach, P2 Development, Julie Simmons, We-Energies

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





- LEGEND:**
- 936 --- EXISTING MINOR CONTOUR.
  - 935 --- EXISTING MAJOR CONTOUR.
  - 936 --- PROPOSED MINOR CONTOUR.
  - 935 --- PROPOSED MAJOR CONTOUR.
  - EXISTING STORM SEWER.
  - PROPOSED STORM SEWER.



REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

**PSE**  
PARISH SURVEY & ENGINEERING  
122 Wisconsin Street, West Bend, WI 53095  
262.346.7800 www.parishse.com

PROJECT TITLE:  
**FOX RUN DEVELOPMENT  
HANOVER AVE  
CEDARBURG, WI 53012**

PLAN TITLE:  
**TRAIL  
GRADING  
PLAN**

DRAWN BY:  
**K. PARISH**  
DESIGNED BY:  
**K. PARISH**  
CHECKED BY:  
**K. PARISH**

PLAN DATE:  
**3.23.2023**

PROJECT NO:  
**\PD-09-21\**

**PRELIMINARY**

SHEET NO:  
**C1.00**



## LICENSE AGREEMENT TRAIL CONNECTION AGREEMENT

**THIS LICENSE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies**, ("Licensor"), **JB Properties 8, LLC.**, ("Licensee"), and **City of Cedarburg**, ("Recreation Trail Licensee");

### W I T N E S S E T H:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to maintain and use a strip of land between the existing recreational trail and the future property known as Fox Run Development, (east of the Licensor's property, measuring in width varies give or take 40 feet of green space by approximately 1065 feet long. In this area the Licensee is permitted to clear, grub and remove miscellaneous trees and shrubs, remove existing chain link fence, install (3) three trail spur access points in this ten (10) feet wide by ("Premises") being part of Licensor's right of way lands ("Lands") and to develop on said Premises a ten (10) foot wide asphalted recreation trail connection ("Trail Connection") along with (2) two 18" CMP culverts, a 12" storm sewer with apron end wall and plant and maintain this area with grass and provide grading from Licensee's property to the existing Ozaukee Interurban Recreation Trail ("Trail") Licensed by Licensor to Recreation Trail Licensee under original License dated September 3<sup>rd</sup>, 1993 for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), which Premises are located in part of the Northeast ¼ of Section 34, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin. The general location of said Premises and Lands is shown on the map with Licensee's plans attached hereto, marked Exhibit "A", and made a part hereof. Licensee agrees to construct the Trail Connection in accordance with the construction guidelines attached hereto, marked Exhibit "B", and made a part hereof.

The License and permission herein granted is subject to the following conditions:

1. **Term:** The term of this License Agreement ("License") shall be on a year to year basis ("Term") subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the parties hereto executed this License ("Commencement Date").
2. **Termination:** This License may be terminated at any time and for any reason by Licensor or Licensee hereto by providing at least 90 days prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Premises and Lands, for its purposes, or in the event Licensee shall breach or violate any of the terms, conditions, or provisions of this License, then Licensor may terminate the License and Licensee shall, not later than 30 days after receiving notice of such termination, at its sole cost and expense, remove the Trail Connection and any of their improvements.
3. **Assignment:** Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License.
4. **Acceptance of Premises:** Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the Premises and Trail Connection have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail Connection

and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Premises or not.

5. **Permitted and Prohibited Uses:** The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing (sometimes hereinafter referred to as "Work") a Trail Connection, including culvert and permitted appurtenances thereto, for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. All Work shall be at the sole cost and expense of Licensee. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Premises or Lands at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Premises or Lands. However, Licensee shall be permitted to use motorized vehicles for the construction, maintenance and other permitted uses of the Premises and Lands. The Licensee also agrees that no horses will be used or permitted on the Premises and Lands. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC and its successors and assigns ("ATC"), will be used, operated or permitted on the Premises and Lands.
6. **Signage:** Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Premises or Lands at any time.
7. **Construction and Other Liens:** Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands, for any claim in favor of any person dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs.
8. **Diggers Hotline:** Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Premises or Lands in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Premises and Lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.
9. **Plan Review and Approval:** Licensee will not install or construct, or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved location or the construction guidelines for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.
10. **Height Restrictions:** Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Premises or Lands having a height in excess of 12 feet above ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
11. **Runoff Control:** Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources ("WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
12. **Drainage and Grade Changes:** Licensee shall, at its sole cost and expense, grade, level, and install culverts and storm sewer, apply crushed stone and either four (4) inch cement paving or asphalt in addition to planting grass on the Trail Connection and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Premises and Lands without obtaining written permission

from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Premises and Lands, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor.

13. **Maintenance and Landscaping:** Licensee shall, at its sole cost and expense, keep the Licensed Premises routinely mowed and free of weeds to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Premises and Lands. Licensee further agrees that it shall maintain that part of the Premises as a Trail Connection as described hereinabove, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail Connection for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Premises without the express written permission of the Licensor. Licensee agrees to keep the Premises and Lands clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place a trash container on the Premises. Such container shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
14. **Work Standards:** During construction, use of and repairs or maintenance to the Premises and Lands pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee on the Premises shall be performed in such a manner as not to interfere with the use of Licensor's Premises for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date. Licensee must maintain O.S.H.A. safe working distance of 12 feet to electrical conductors at all times. No excavation is permitted within 20 feet of the face of any structure. There shall be no stockpiling of materials or staging of equipment upon the Premises or Lands at any time.
15. **Damage to Facilities:** Licensee hereby agrees to effectively prevent damage to electrical and natural gas facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Premises or Lands by Licensee, its employees, agents, contractors, customers or invitees. In the event the Premises or Lands or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Premises and Lands by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
16. **Solid Waste:** Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Premises or Lands. All solid wastes shall be properly stored, handled and routinely disposed of off the Premises and Lands in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Premises or Lands or elsewhere.
17. **Job Inspector Notification:** Licensee agrees to contact John Harvie at (414) 333-5678 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:

- a) At least seven (7) days prior to the commencement of the project herein permitted.
- b) Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration.
- c) Within seven (7) calendar days after the restoration has been completed.
- d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken, not to exceed two (2) full years from the date hereof.

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Premises and Lands and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor or of ATC or other third parties are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

18. **Indemnification:** Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations, ATC and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Premises or Lands resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor.
19. **Galvanic/Stray Current:** Licensee agrees to release Licensor and ATC from any responsibility for damage or personal injury resulting from electromagnetic fields, electrolysis due to local galvanic or stray current conditions on or along said Premises or Lands. Further, Licensee agrees to assume all costs for electrolysis protection.
20. **Removal of Improvements:** Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail Connection surfaces and drainage structures from the Premises or Lands. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
21. **Restoration:** Licensee agrees to restore or cause to restore the Premises and Lands of Licensor to the condition existing prior to any disturbance to such Premises and Lands. Licensee further agrees that upon the earlier termination or expiration of this License by either party, the Premises and Lands shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of the Premises and Lands. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of



shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.

22. **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises or Lands in the event it desires to do so.
23. **Licensor Right to Enter:** The Licensor reserves unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Premises or Lands by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises or Lands in order to verify Licensee's compliance with the License terms, iii) for access to Licensor's Premises or Lands, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises or Lands without liability to Licensee, the same as though this License had not been entered into. Licensor or ATC through Licensor may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises and Lands upon notice to do so in the event Licensor deems it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensor or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensor and/or ATC deems necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensor to do so. Licensor and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.
- Licensee further agrees that it shall immediately vacate the Premises and close down the Trail Connection upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.
24. **Paramount Rights:** The rights of the Licensor and ATC to utilize the Premises and Lands in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensor from granting rights to other parties or persons in, upon or under the Premises or Lands for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.
25. **Alcoholic Beverages Prohibited:** Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Premises or Lands.
26. **Law Enforcement Protection:** Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.
27. **Notices:** All notices to Licensor shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to Wisconsin Electric Power Company, Property Management, Room A252, 231 West Michigan Street, Milwaukee, Wisconsin 53203, or at such other address or place as Licensor may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery.

All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to [REDACTED], or at such other place as Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.

In the event of default by Licensee or in the issuance of material notices, such notice shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to [REDACTED] (Recreational Trail Licensee) or at such other place as Recreation Trail Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.

28. **Waiver of Terms and Conditions:** Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
29. **Costs and Attorney Fees:** Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced. In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
30. **Obligations Survive:** All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of this License shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Premises or Lands.
31. **Binding Effect:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, except as otherwise provided in Section 3 hereof.
32. **Captions:** The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License or in any way affect this License.
33. **Severability of Provisions:** If any term, covenant or condition of the License or the application thereof to any person or party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.
34. **Interpretation:** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
35. **Acceptance:** Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions. Recreation Trail Licensee hereby approves the terms, covenants, conditions, restrictions hereinbefore set forth. City agrees that this area is to be considered part of the trail and be maintained by either the developer or the City.

The covenants herein contained shall bind the parties mutually and their respective successors and assigns.

**IN WITNESS WHEREOF**, the said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be signed by Tonya M. Peters, its Manager of Property Management on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, said **JB PROPERTIES 8, LLC. LICENSEE** has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and **CITY OF CEDARBURG RECREATIONAL TRAIL LICENSEE** has caused these presents to be signed by its (Title) \_\_\_\_\_ and its seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

In Presence Of:

**WISCONSIN ELECTRIC POWER COMPANY**  
(Licensor)

By \_\_\_\_\_  
James T. Raabe, Manager of Property Management

**NAME JB PROPERTIES 8, LLC.**  
(Licensee)

By: \_\_\_\_\_  
Name & Title Robert Bach, Managing Member

**NAME CITY OF CEDARBURG**  
(Recreation Trail Licensee)

By: \_\_\_\_\_  
Name and Title

**CONTACT INFORMATION FOR LICENSEE:**

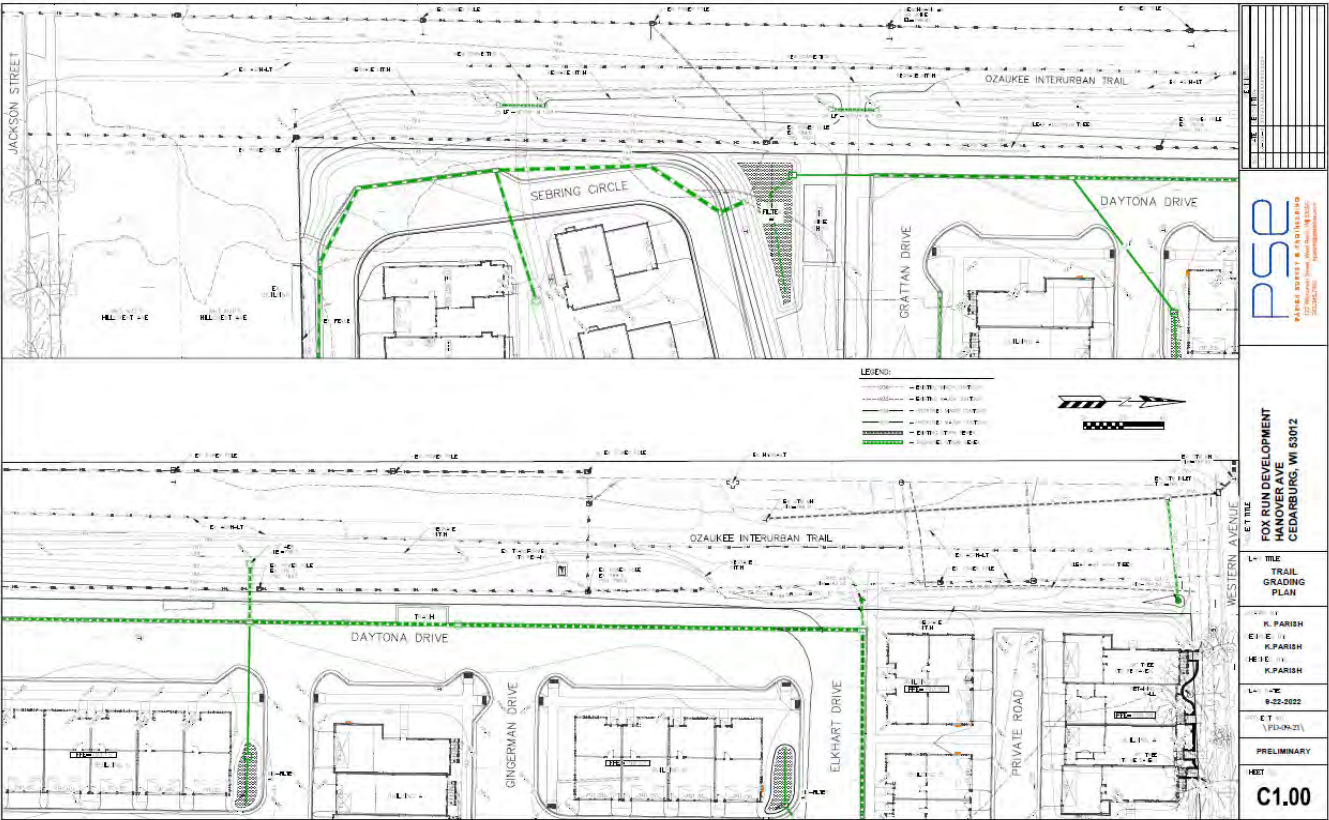
Robert Bach  
JB Properties 8, LLC.  
524 Technology Way  
Saukville, WI 53080  
Mobile: (414) 573-1147  
Fax: (262) 284-6907  
[Robert3Bach@gmail.com](mailto:Robert3Bach@gmail.com)

**EXHIBIT "A"**

**Map of We Energies Land and Development**  
**Located South of Western Avenue & West of Washington Avenue**  
**City of Cedarburg, Ozaukee County Wisconsin**



Trail Grading Plan





Site Plan- Colored



**Exhibit "B"**

**(NORTHERN AREA)**

**CONTRACTOR'S SPECIAL PROVISIONS**

**A. RELATIONS WITH WE ENERGIES, HEREINAFTER REFERRED TO AS "COMPANY"**

No work shall be initiated under this agreement in proximity to underground electrical conductors without a 72 hour prior notice to Company. In addition, all work under this agreement performed in proximity to energized electrical conductors shall conform to the provisions and requirements, with any amendments hereto, of O.S.H.A. Safety and Health Regulations for Construction, in particular but not limited to subpart 1926.550 and the provisions of the Wisconsin State Electrical Code and any amendments thereto.

No building or structure or replacement thereof, including lighting standards, signal or control devices and highway signs, will be erected in proximity to said electric lines which will be in violation of the provisions of the above regulations.

**B. NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVES**

Company representative who may be consulted by Permittee/Grantee and bidders with regard to utility requirements during construction and the Company representative with whom contractors may arrange for temporary de-energizing and grounding of circuits is Amanda Chang, Area Manager 262-268-3619. Arrangements must be made at least 15 days in advance.

**C. GENERAL - WORK ON COMPANY LANDS**

All work, including construction of embankment, clearing, grubbing and grading within and around utility structures shall be subject to inspection by a Company representative; shall be conducted and performed in a manner satisfactory to such representative; and shall be in accordance with the requirements of the plans, standard specifications and these special provisions.

Grantee/Permittee shall exercise extreme care in the prosecution of this work to prevent damage to utility structures, foundations, adjacent structures, underground installations or property. Any damage done by the Grantee/Permittee to existing installations during the progress of this work shall be repaired by Grantee/Permittee at his own expense in a manner satisfactory to Company.

**1. Embankment Materials and Methods of Construction**

Material for embankments within and adjacent to the towers shall be free of sod, humus, wood, or other degradable materials, frozen lumps and shall all pass a six-inch ring.

All required construction of embankments within a distance of ten (10) feet of a tower structure shall be done by hand or with small equipment which is equipped with direct positive controls, except that work within two (2) feet of a tower member shall be accomplished entirely with hand-operated tools. Clamshells, drag buckets, or any other equipment having indirect controls; or power-driven compaction equipment shall not be used within ten (10) feet of a tower structure.

All embankment work shall be done in such a manner that no direct or indirect pressure will be brought against any portion of the tower structure by the Grantee's/Permittee's equipment.

Prior to placing embankment within and around the towers, Grantee/Permittee shall clean the steel work to be covered by embankment of all earth, oil, or other foreign matter in an approved manner, except that in no case shall Grantee/Permittee use equipment or materials that would damage the steel work, bolts, or galvanized coating.

After the steel work has been cleaned, Grantee/Permittee shall apply a coating of asphalt-based paint, as approved by the Manager, Construction Services, We Energies, on all areas which are to be covered by fill material. This protective paint coating shall be applied to the steel work to a height of not less than six inches above the finished grade.

This asphalt paint coating shall be applied in two (2) separate coats, allowing 12 hours drying time between applications. Care shall be taken in the construction of embankments to avoid damage to the asphalt paint.

All costs of coating the steel tower legs indicated above shall be construed to be incidental to other contract items and no separate additional payment will be made thereof.

Compaction of the fill material shall be in accordance with the requirements for Special Compaction in Subsection 207.3.6.3 of the Standard Specifications. After a layer of materials has been put into place, compacting work shall begin near the center of a tower structure and shall be carried out in a uniformly expanding pattern except that around any tower leg, both sides shall be compacted simultaneously.

Grantee/Permittee shall not place any embankment or fill material in an area within the tower base occupied by free water.

## 2. Excavations

When open cut excavation is required in the vicinity of Transmission Structures the following conditions should be met:

- a. The near side of the excavation shall be no closer than 20 feet from the face of the structure involved.
- b. That the grade around a structure shall be maintained for a distance of 20 feet in all directions, as measured at grade perpendicular to the outside face of a steel structure footing or a wood pole. Grading of ground beyond the edge of the resulting square or rectangular flat area shall not be steeper than the following slopes:

	Horizontal Distance	Vertical Distance
Steel towers	4 ft.	1 ft.
Steel poles	4 ft.	1 ft.
Wood H-frames	3 ft.	1 ft.
Single wood poles	2 ft.	1 ft.

- c. The excavation must be shored to prevent any loss of material from the area of the tower foundations to insure retention of structural integrity.
- d. Excavated material shall not be stored in the immediate area of the tower (i.e., piled so as to cause damage to bracing systems).
- e. The excavation shall be backfilled with suitable material and thoroughly compacted.
- f. The surface elevation of the excavated area shall be restored to its original condition and not cause any alteration of the drainage patterns in the area of the tower.

g. The agency involved should submit plans in advance for any work in the vicinity of transmission structures.

h. If the above conditions cannot be met, the plans for the proposed project should be submitted to W.E.P.Co. Transmission Engineering for review.

3. Additional Requirements

The Grantee/Permittee agrees:

That no explosives will be used on the Company rights-of-way.

To accept liability for damage or the destruction of property, damage to Company facilities and injury or death of personnel in connection with the proposed construction which will be covered by this agreement.

To reimburse Company for any facility alternation costs which Company may consider necessary due to the construction covered by the agreement.

To provide for the retention of access to Company's facilities which would otherwise be land-locked or an appropriate sum should be offered to Company for this condition resulting from the construction.

To provide for twenty-four hour access to any substation property.

To restore, to a condition satisfactory to Company, any ground surface which may have been disturbed by the Grantee/Permittee operations.

**PLEASE NOTE: City of Cedarburg has their electric and other utilities above and underground at this location. Please contact them directly, for their approvals while working around their facilities. In all cases, please call Diggers Hotline before excavating begins.**

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.B.

**TITLE:** Discussion and possible action on Ordinance No. 2023-03 amending section 8-4-10 of the Code of Ordinances to authorize interments in which a burial enclosure only covers the top and sides of the casket. (Public Works and Sewerage Comm. 4/13/23, 2/9/23, 1/12/23)

**ISSUE SUMMARY:** Currently, the Cemetery Code requires all underground interments be made with a concrete enclosure that encases the entire casket. A Cedarburg resident requested a change in the Cemetery Code to allow burials with just a casket and no concrete enclosure. After much discussion and input from a funeral home director and the excavator of City grave sites; the Public Works and Sewerage Commission provided a recommendation to allow underground interments where the concrete burial enclosure only covers the top and sides of the casket.

**STAFF RECOMMENDATION:** Adopt Ordinance No. 2023-03.

**BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION:** The Public Works and Sewerage Commission at its meeting on February 9<sup>th</sup> recommended the change in the Cemetery Code. A public hearing was also held at the April 13<sup>th</sup> Public Works and Sewerage Commission meeting.

**BUDGETARY IMPACT:** None

**ATTACHMENTS:**

- Minutes of 2/9/23 Public Works and Sewerage Commission Meeting
- Copy of proposed ordinance

**INITIATED/REQUESTED BY:** Mike Wieser

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



**CITY OF CEDARBURG  
PUBLIC WORKS AND SEWERAGE COMMISSION  
February 9, 2023**

**PW/SEW20230209-1  
UNAPPROVED**

A regular meeting of the Public Works and Sewerage Commission of the City of Cedarburg, Wisconsin, was held Thursday, February 9, 2023. This meeting was held at Cedarburg City Hall, W63N645 Washington Avenue, lower level, room 2. The meeting was called to order at 7:00 p.m. by Commissioner Oakes.

Roll Call: Present – Bill Oakes, A.J. Hester, Council Member Rick Verhaalen, Charles Schumacher, Terry Wagner, Mayor Michael O’Keefe (via phone)

Excused - Sandy Beck, Bob Dries

Also Present - Director of Engineering Michael Wieser, Cedarburg Water Recycling Center Superintendent Dennis Grulkowski, Public Works Superintendent Joel Bublitz, Public Works Foreman Jeff Schmitz, Cedarburg Resident Mal Hepburn, Grave Excavator Adam Arentz, Funeral Director Craig Plopper, Cemetery Supervisor Dennis Budd

**STATEMENT OF PUBLIC NOTICE**

Secretary Kim Esselmann confirmed that proper legal notice of the meeting had been given.

**APPROVAL OF MINUTES**

Motion made by Commissioner Schumacher, seconded by Commissioner Hester, to approve the minutes of January 12, 2023. The motion carried unanimously with Commissioner Dries and Commissioner Beck excused.

**COMMENTS AND SUGGESTIONS FROM CITIZENS**

No comments or suggestions were offered at this time.

**DISCUSS THE CITY CEMETERY CODE REQUIRING CONCRETE BURIAL VAULTS;  
AND ACTION THEREON**

Craig Plopper from Mueller Funeral Home, Adam Arentz, who excavates the grave sites at the City cemeteries and Dennis Budd, the City Cemetery Supervisor were in attendance to offer their insight on the concrete burial vault requirement in the City of Cedarburg.

This was a tabled item from the January meeting.

Adam Arentz stated that the City uses concrete enclosures to stop settling and allows him to bring in heavy equipment to dig. Without these, there would be a lot of settling and more damage as the grave settles. He also stated that the risk of collapse from the surrounding graves is also a major issue. It was stated that the City of Cedarburg are one of only a few cities that flood the graves after interment and the helps with settling before final topsoil and seed is placed.

Craig Plopper explained that there is a way to encase the casket. That would be to take the outer enclosure and invert it over the casket. You would be placing the casket in the dug hole, on the dirt, then placing the inverted outer enclosure over the casket. This would prevent settling and still protect the surrounding graves.

Craig Plopper also explained that we are using the terminology incorrectly. He explained that an outer enclosure is a grave box/grave liner, which has holes in it the bottom and top of the cement. A grave vault seals the casket.

Both Adam Arrentz and Craig Plopper stated that if you are using this inverted outer enclosure, disinterment is almost impossible and should not be done.

Motion made by Council Member Rick Verhaalen, seconded by Commissioner Wagner to recommend to the Common Council to change SEC. 8-4-10(b) to read:

All underground interments shall be made in a concrete or similar material burial enclosure which will encase the casket. The burial enclosure is intended to support the weight of the earth above the grave including the movement of cemetery machinery. (A burial enclosure, which only covers the top and side of the casket will be allowed no disinterment will be allowed in this case).

The motion carried unanimously with Commissioner Dries and Commissioner Beck excused.

**CONSIDER THE REQUEST TO RELOCATE THE STOP SIGN FOR NORTHBOUND TRAFFICE ON GRANT AVENUE AT MADISON AVENUE TO MADISON AVENUE; AND ACTION THEREON**

Director Wieser stated currently there is a stop sign for northbound traffic on Grant Avenue at Madison Avenue. There has been a request to relocate that stop sign to Madison Avenue.

Discussion was held about traffic load at this intersection. There are about 700 vehicles traveling on Grant Avenue daily with approximately 1,439 vehicles on Madison Avenue. Director Wieser stated the roadway with the lowest traffic is the one that should have the stop sign. A yield sign on Grant Avenue would not help the traffic flow.

**ORDINANCE NO. 2023-03**

**An Ordinance Amending Section 8-4-10 of City of Cedarburg Code  
Regarding underground interments**

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

**SECTION 1.** Section 8-4-10 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

**Sec. 8-4-10 Interments.**

- (b) All underground interments shall be made in a concrete or similar material burial enclosure which completely encases the casket. The burial enclosure is intended to support the weight of the earth above the grave including the movement of cemetery machinery. A burial enclosure which only covers the top and side of the casket will be allowed, no disinterments will be allowed in this case.

**SECTION 2.** Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity of unconstitutionality shall not affect the other provisions of this ordinance.

**SECTION 3.** Effective Date: This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Passed and adopted this 8<sup>th</sup> day of May, 2023.

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Michael O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.C.

**TITLE:** Discussion and possible action on Intergovernmental Agreement between the City of Cedarburg and the Town of Cedarburg regarding the reconstruction, maintenance, and repairs of Columbia Road

**ISSUE SUMMARY:** The Town of Cedarburg was awarded a Multimodal Local Supplement (MLS) grant for the reconstruction of Columbia Road. The City of Cedarburg and Village of Grafton were also secondary sponsors on this project. The project will reconstruct Columbia Road from Highland Drive in the City to just west of the Sendik's entrance in the Village of Grafton. A sidewalk will also be added on the north side of Columbia Road from Keup Road to connect to the existing sidewalk in Grafton as part of this project. The Town also added reconstruction of the asphalt path in front of residences on the west side of Keup Road from Georgetown Drive to the Interurban Trail. The grant consisted of 70% reimbursement from the State, however, prices came in higher than what was estimated on the MLS Grant application back in 2019. The higher bid prices led to a lower reimbursement percentage.

The City's portion of this project consists of a 3-inch mill and overlay of Columbia Road from Highland Drive to Keup Road along with new pavement markings and some wheelchair ramp updates. The City will also be responsible for its cost of the reconstruction of the asphalt path in front of three City parcels on the west side of Keup Road. Staff estimates that the City will save at least \$25,000 by participating in this project with the Town.

**STAFF RECOMMENDATION:** Staff recommends approval of the Intergovernmental Agreement.

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

**BUDGETARY IMPACT:** Approximately \$65,192.50 will be used from the \$120,000 budgeted for this project under 2023 Street Improvements.

**ATTACHMENTS:** Intergovernmental Agreement and Exhibits

**INITIATED/REQUESTED BY:** Mike Wieser

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

EXHIBIT A  
TOWN WORK  
DESCRIPTION AND BID PRICE

				Buteyn-Peterson Construction Company	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid: Section 1 - Town of Cedarburg					
1	Clearing & Grubbing	LS	1	\$4,500.00	\$4,500.00
2	Removing Concrete Pavement Butt Joints	SY	75	\$8.40	\$630.00
3	Removing Asphaltic Surface	SY	7310	\$2.70	\$19,737.00
4	Removing Asphaltic Surface Milling	SY	1280	\$4.20	\$5,376.00
5	Removing Curb and Gutter	LF	1500	\$7.50	\$11,250.00
6	Removing Concrete Sidewalk	SY	18	\$25.00	\$450.00
7	Removing Inlets	EACH	2	\$350.00	\$700.00
8	Removing Storm Sewer 12-Inch	LF	21	\$25.00	\$525.00
9	Removing Storm Sewer 27-Inch	LF	10	\$35.00	\$350.00
10	Excavation Common	CY	600	\$60.00	\$36,000.00
11	Excavation Below Subgrade	CY	920	\$30.00	\$27,600.00
12	Base Aggregate Dense 3/4-Inch	TON	20	\$55.00	\$1,100.00
13	Base Aggregate Dense 1 1/4-Inch	TON	1430	\$22.00	\$31,460.00
14	Breaker Run	TON	1660	\$24.00	\$39,840.00
15	Rubblizing	SY	4850	\$5.50	\$26,675.00
16	Concrete Driveway 6-Inch	SY	239	\$60.00	\$14,340.00
17	HMA Pavement 3 LT 58-28 S	TON	870	\$67.00	\$58,290.00
18	HMA Pavement 4 LT 58-28 H	TON	770	\$81.00	\$62,370.00
19	Asphaltic Surface Driveways and Field Entrances	TON	48	\$259.00	\$12,432.00
20	Concrete Curb and Gutter 30-Inch Type D	LF	2040	\$23.25	\$47,430.00
21	Concrete Curb and Gutter Spot Replacement	LF	50	\$50.00	\$2,500.00
22	Concrete Sidewalk 5-Inch	SF	8470	\$6.15	\$52,090.50
23	Curb Ramp Detectable Warning Field Natural Patina	SF	40	\$45.00	\$1,800.00
24	Concrete Steps	SF	18	\$120.00	\$2,160.00
25	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	360	\$80.00	\$28,800.00
26	Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	LF	10	\$350.00	\$3,500.00
27	Manhole Covers Type J	EACH	3	\$1,500.00	\$4,500.00
28	Catch Basins 4-FT Diameter	EACH	1	\$3,900.00	\$3,900.00
29	Catch Basins 5-FT Diameter	EACH	1	\$5,400.00	\$5,400.00
30	Catch Basins 2x3-FT	EACH	4	\$2,620.00	\$10,480.00
31	Manholes 3-FT Diameter	EACH	1	\$2,910.00	\$2,910.00
32	Manholes 5-FT Diameter	EACH	1	\$4,430.00	\$4,430.00
33	Drain Basin 10-Inch	EACH	4	\$1,250.00	\$5,000.00
34	Adjusting Manhole Covers	EACH	1	\$550.00	\$550.00
35	Adjusting Inlet Covers	EACH	2	\$580.00	\$1,160.00
36	Storm Pipe HDPE 10-Inch	LF	301	\$55.00	\$16,555.00
37	Restoration	SY	2140	\$9.15	\$19,581.00
38	Inlet Protection	EACH	23	\$70.00	\$1,610.00
39	Silt Fence	LF	200	\$6.50	\$1,300.00
40	Signs Type II and Supports	EACH	6	\$325.00	\$1,950.00
41	Removing Signs and Supports	EACH	12	\$30.00	\$360.00
42	Moving Signs and Placing on New Supports	EACH	2	\$350.00	\$700.00
43	Traffic Control / Detour	LS	1	\$35,000.00	\$35,000.00
44	Marking Line Epoxy 4-Inch	LF	8450	\$0.95	\$8,027.50
45	Marking Line Epoxy 8-Inch	LF	60	\$1.65	\$99.00
46	Marking Arrow Epoxy	EACH	3	\$315.00	\$945.00
47	Marking Stop Line Epoxy 18-Inch	LF	22	\$14.10	\$310.20
48	Marking Diagonal Epoxy 12-Inch	LF	90	\$11.75	\$1,057.50
49	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	220	\$8.25	\$1,815.00
50	Marking Removal Water Blasting 4-Inch	LF	5	\$1.00	\$5.00
51	Marking Removal Special Marking Water Blasting	EACH	2	\$100.00	\$200.00
52	Sawing Pavement	LF	670	\$3.00	\$2,010.00
53	Retaining Wall Repair	SF	150	\$20.00	\$3,000.00
	Section 1 Subtotal:				\$624,760.70

Base Bid: Section 2 - City of Cedarburg					
54	Removing Asphaltic Surface	SY	1300	\$2.70	\$3,510.00
55	Removing Asphaltic Surface Milling	SY	670	\$5.25	\$3,517.50
56	Removing Curb and Gutter	LF	30	\$30.00	\$900.00
57	Removing Concrete Sidewalk	SY	30	\$25.00	\$750.00
58	Base Aggregate Dense 1 1/4-Inch	TON	6	\$30.00	\$180.00
59	HMA Pavement 4 LT 58-28 H	TON	220	\$91.00	\$20,020.00
60	Concrete Curb and Gutter 30-Inch Type D	LF	30	\$50.00	\$1,500.00
61	Concrete Curb and Gutter Spot Replacement	LF	50	\$50.00	\$2,500.00
62	Concrete Sidewalk 5-Inch	SF	210	\$10.00	\$2,100.00
63	Curb Ramp Detectable Warning Field Natural Patina	SF	20	\$45.00	\$900.00
64	Marking Line Epoxy 4-Inch	LF	800	\$0.95	\$760.00
65	Marking Line Epoxy 8-Inch	LF	410	\$1.65	\$676.50
66	Marking Arrow Epoxy	EACH	8	\$315.00	\$2,520.00
67	Marking Stop Line Epoxy 18-Inch	LF	38	\$14.10	\$535.80
68	Marking Diagonal Epoxy 12-Inch	LF	15	\$11.75	\$176.25
69	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	150	\$8.25	\$1,237.50
70	Marking Word Epoxy	EACH	5	\$355.00	\$1,775.00
71	Sawing Pavement	LF	250	\$3.00	\$750.00
72	Loop Detectors	EACH	2	\$2,300.00	\$4,600.00
	Section 2 Subtotal:				\$48,908.55



				Buteyn-Peterson Construction Company	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid: Section 3 - Village of Grafton					
73	Removing Concrete Pavement	SY	29	\$25.00	\$725.00
74	Base Aggregate Dense 1 1/4-Inch	TON	15	\$40.00	\$600.00
75	Concrete Driveway 6-Inch	SY	31	\$70.00	\$2,170.00
76	Concrete Sidewalk 5-Inch	SF	380	\$13.00	\$4,940.00
77	Marking Line Epoxy 4-Inch	LF	650	\$0.95	\$617.50
78	Marking Line Epoxy 8-Inch	LF	90	\$1.65	\$148.50
79	Marking Arrow Epoxy	EACH	2	\$315.00	\$630.00
80	Marking Diagonal Epoxy 12-Inch	LF	32	\$11.75	\$376.00
81	Marking Removal Water Blasting 4-Inch	LF	650	\$1.00	\$650.00
82	Marking Removal Special Marking Water Blasting	EACH	2	\$100.00	\$200.00
	Section 3 Subtotal:				\$11,057.00
Base Bid: Section 4 - Keup Road Path					
83	Removing Asphaltic Surface	SY	580	\$12.00	\$6,960.00
84	Excavation Common	CY	140	\$50.00	\$7,000.00
85	Base Aggregate Dense 1 1/4-Inch	TON	190	\$28.00	\$5,320.00
86	Asphaltic Surface (Path)	TON	92	\$132.00	\$12,144.00
87	Asphaltic Surface Driveways and Field Entrances	TON	5	\$416.00	\$2,080.00
88	Restoration	SY	100	\$15.00	\$1,500.00
89	Sawing Pavement	LF	200	\$3.00	\$600.00
	Section 4 Subtotal:				\$35,604.00
	Base Bid Total:				\$720,330.25

## EXHIBIT B

	Columbia Drive Cost Sharing	
	Total Costs Owed by City of Cedarburg to the Town of Cedarburg	
1	Original 30% Portion of the construction costs owed by the Municipalities from the SMA Agreement	\$206,659
2	City Portion of the construction items within the original SMA Agreement (30% of their portion, see cost below)*	<b>\$15,241</b>
3	City Portion covered by the state in the Original SMA Agreement (\$50,804 minus \$15,241)	\$35,563
4	Actual Bid Costs for the City Portion of Work	\$48,908.55
5	Difference between the covered portion of City Work versus what was actually bid (and now owed by City)	<b>\$7,850</b>
6	Cost Overruns in Town Bid to be shared by the City**	<b>\$17,500</b>
7	Engineering Costs (50% of the \$75,000, at 30%)	<b>\$11,250</b>
	Total Costs from City	<b>\$51,841</b>

**Notes:**

Original SMA Construction Costs based upon limits from Bridge/Highland Intersection to Sendiks Entrance (west of 1st Avenue)

SMA Construction Cost is 70 percent of the total Construction Cost Estimate; 30% is Municipal Responsibility

\*Based Upon original project cost estimate which included \$50,805 of City Costs between Keup and Bridge at 30% not covered

\*\*Split the cost of Traffic Control which was \$35,000

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CEDARBURG AND THE CITY OF  
CEDARBURG REGARDING RECONSTRUCTION, MAINTENANCE, AND REPAIRS OF COLUMBIA ROAD**

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

**RECITALS**

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

**WHEREAS**, the Town has bid and plans to undertake the Town Work commencing on or about June 1, 2023; and

**WHEREAS**, the City has requested, and the Town has agreed, to add the reconstruction of Columbia Road from Highland Drive to Keup Road to the Town's 2023 Columbia Road Reconstruction. Additionally, the Town and City have agreed to reconstruct the path along Keup Road from Georgetown Drive to a point north 1000 feet,

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

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

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

1. The Recitals, above, are deemed true and accurate and adopted as if set forth in full herein.
2. Financial responsibility for the reconstruction of Columbia Road and the Keup Road path shall be as follows:
  - a. City Work, the actual costs of which are to be paid entirely by the City, including but not necessarily limited to: Columbia Road and the Keup Road path along the frontage of City properties;
  - b. Town Work, the actual costs of which are to be paid entirely by the Town, including: Columbia Road and the Keup Road path along the frontage of Town properties.
  - c. Estimated costs are described in more detail for Columbia Road on **Exhibit A** and **Exhibit B**. Additional Keup Road path costs separate from the road work to the City of Cedarburg are estimated at \$13,351.50 per percentage of frontage owned by the City based on the estimate on **Exhibit A**.
3. The reconstruction of Columbia Road and the Keup Road path shall be completed as a Town project pursuant to the plans and specifications for the Town of Cedarburg's 2023 Columbia Road Reconstruction and as designed by raSmith the Town's Consulting Engineer. The Town shall have full authority over the project, including but not limited to, start and end dates,

contractor selection, inspector selection, and oversight. The City shall be given reasonable notice of and access to inspections. The Town, its officers, employees, contractors, agents and assigns shall be granted access at all reasonable times to Columbia Road right-of-way for the purpose set forth herein. The City shall reasonably cooperate with the reconstruction, which cooperation shall include, but is not necessarily limited to, assisting in traffic control and/or notices to adjacent or impacted landowners.

4. The Town agrees to complete the reconstruction of Columbia Road and the Keup Road path, as described herein, by November 1, 2023.
5. All costs for City Work shall be paid entirely by the City within 60 days of the Town sending the City a summary of the actual City Work construction costs.
6. Miscellaneous:
  - a. Term of Agreement: This Agreement shall terminate upon the later of: i) the final completion of the Town Work and the City Work and ii) payment in full by the City to the Town for all City Work described herein, except that the hold harmless, indemnification and release herein shall survive termination.
  - b. Insurance: Town shall require from the awarded bid contractor(s) public liability insurance coverage, automobile, and worker's compensation coverage for all work under this Agreement.
  - c. Hold Harmless, Indemnification and Release. City shall indemnify, release and hold harmless Town, it's agents, contractors, officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property, on account of or related to the City Work under this Agreement or because of any act, omission, neglect, intentional act or negligence of City or it's inspectors, agents, officers or employees; or because of any claims or amounts arising or recovered under the Worker's Compensation Act relating to employees of the City; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement. Town shall indemnify, release and hold harmless City, it's agents, contractors, officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property, on account of or related to the Town Work under this Agreement or because of any act, omission, neglect, intentional act or negligence of Town or it's inspectors, agents, officers or employees; or because of any claims or amounts arising or recovered under the Worker's Compensation Act relating to employees of the Town; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement.
  - d. Governing Law: This Agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

- e. Entire Agreement: This Agreement contains the entire agreement between the parties regarding this matter. This Agreement may be modified only by an amendment to this Agreement which is authorized by both the City and the Town.

f. Notices:

**CITY:**

City Clerk

City of Cedarburg

P.O. Box 49

Cedarburg, WI 53012

**TOWN:**

Town Clerk

Town of Cedarburg

1293 Washington Avenue

Cedarburg, Wisconsin 53012

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

**TOWN OF CEDARBURG:**

By: 

Dave Salvaggio, Town Chairperson

**CITY OF CEDARBURG:**

By: \_\_\_\_\_

Michael O'Keefe, Mayor

ATTEST:



Jack Johnston, Town Clerk

ATTEST:

\_\_\_\_\_

Tracie Sette, City Clerk

Date: 5-3-2023

Date: \_\_\_\_\_

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.D.

**TITLE:** Discussion and possible action on Façade Grant Requests

**ISSUE SUMMARY:** The City received the second year of façade grant applications, prior to April 1, 2023. The grant committee reviewed the applications and evaluated whether they met the criteria as established by the grant program. A total of two (2) applications were received out of which one (1) directly met the criteria and one (1) met some of the criteria for a specific part of their request. The Committee recommended *Lilly Pad* for painting the exterior of their building in the amount of \$3,250. The other applicant stated they will wait to do repairs and as such, have withdrawn their application.

(The Façade Improvement Program was developed in 2022 to promote Façade Improvements in the Downtown District. The Common Council allocated \$60,000 of ARPA funds to this program.)

**STAFF RECOMMENDATION:** Staff recommends the approval of the Lilly Pad grant in the amount of \$3,250.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** Façade Improvement Grant Committee recommends the approval of the grant to Lilly Pad in the amount of \$3,250.

**BUDGETARY IMPACT:** None. Utilization of \$3,250 of ARPA Funds. The total allocation for the façade improvement grant program is \$60,000. The total amount approved to date is \$24,200 including this request.

**ATTACHMENTS:** Façade Improvement Program

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

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





# **CITY OF CEDARBURG FAÇADE IMPROVEMENT PROGRAM**

## **Goals and Objectives**

The City of Cedarburg is interested in actively supporting initiatives that will enhance the appearance of the historic downtown area and other retail/commercial areas within the city and therefore has created the Façade Improvement Program ("FIP"). This program is intended to encourage building facade improvements by providing financial assistance in the form of grants and/or loans to incentivize building façade improvements in and around the city's commercial districts.

## **The Select Committee**

The Façade Improvement Program Select Committee is herein created to administer the FIP and is composed of the:

- Mayor
- Council Chair
- Financial Committee Chair
- Landmarks Commission Member
- Plan Commission Member

## **Policy Statement:**

The Select Committee will accept and consider applications for the program for projects that will improve or enhance the condition and appearance of properties located within the City's commercial districts.

The Select Committee is the sole authority for approval or denial of applications to this program. Select Committee reserves the right to deny any application that is found to be inconsistent with the vision, strategy, and intent of RIP. FIP

It is the intent of the City of Cedarburg and the Select Committee that the funds from this program serve as development incentives to encourage the desired kind of improvements that are sensitive to Cedarburg's history and to increase the overall tax base.

The Select Committee will work with local lenders and others to maximize the leverage of the FIP dollars so that the result is the maximum possible development. It is further intended that the Select Committee's use of the program to supplement, but not compete with, capital that may already exist.

Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.



## **FINANCIAL ASSISTANCE & INCENTIVES**

The City has established the Façade Improvement Program (FIP) to provide financial assistance to commercial property owners in the city to rehabilitate the exteriors of their properties. The City's financial assistance is designed to enhance the historical character of the downtown area by providing financial incentives to property owners whose rehabilitation plans seek to restore some of the historic character to their properties. Preference will be given to historic buildings; however, other buildings may be eligible, but all awards will be at the sole discretion of the selection committee. Preference will also be given to those who have not applied previously.

## **ELIGIBLE APPLICANTS**

To be eligible for funding, a proposed project must meet all the following minimum requirements:

*Property location.* Owners of Commercial Real Estate Properties located within the B-1, B-2, and B-3 Districts.

*Private Funds Leverage.* One dollar of private sector investment shall be provided for each dollar of Program Investment. Private sector investment is defined as financing from a private lending institution, public sector funding programs, or new equity that is part of the project.

*Financial Feasibility and Viability.* The applicant shall demonstrate that the proposed project is viable, and they have the economic ability to repay any loan.

*Compliance with Applicable Laws.* Applicants shall comply with all applicable local, State and Federal laws and codes.

The City's financial participation shall be limited to 50% of the rehabilitation costs up to a maximum per project of \$5,000. The availability of funds for the FIP is subject to annual appropriation of \$20,000 in 2022, 2023, and 2024. Awards for assistance under the program will be made on a first come first served basis. The deadline for applications will be March 1st of each year. If funds are not committed to the FIP by March 1, for projects in the downtown area, funds may then be used for:

Other façade improvement projects throughout the City.

Façade and/or beautification projects undertaken by the City to improve the downtown area.

## **TYPES OF PROJECTS ELIGIBLE FOR PROGRAM FUNDING**

Select Committee retains the sole discretion to determine if a project is eligible for Program funding base on the expected improvement and enhancement of the condition and appearance of the property. The types of projects include, but will not be limited to:

### **Eligible Improvements**

Cleaning of Building Exterior

Exterior Painting



**Required Documentation.** Applicants must document the sources of all matching funds.

**Grant Agreement.** Within six months, of the Select Committee approval, applicants must enter into a Grant Agreement with the Select Committee, obtain any required building permit, and commence work.

**Start Date.** Projects cannot start prior to grant approval.

**Completion Date.** The project will be completed, and grant funds requested no later than two years from the date of the Grant Agreement. Extensions may be authorized subject sufficient justification.

### **APPLICATION PROCESS:**

All applications for program funding will be required to complete an application form, providing verifiable data which demonstrates that their proposed projects are economically feasible and will produce improvements for the subject property. Applicants will be notified whether their application is complete and may be granted additional time to provide requested information or make necessary corrections. Applications will not be considered complete until the following required attachments have been received.

- Photos of existing conditions of the subject property.
- Architectural drawings, renderings, or photos of the proposed project, if applicable.
- Copies of estimates, bids, contracts or quotations to be done in connection with the project.

### **APPLICATION SELECTION PROCESS:**

**Select Committee Review.** Applications will be reviewed by the Select Committee for completeness and accuracy. Applicants will be notified whether their application is complete and may be granted additional time to provide requested information or make necessary corrections.

**Select Committee Recommendation.** The Select Committee will make its recommendation to the Common Council, and the Council will review and approve each individual application.

**Notification.** All applicants will be notified in writing of the Common Council's decision.

### **AWARD CRITERIA:**

Grants will be awarded based on:

Availability of funds.

Expected impact of the project, both on the subject property and the surrounding area.

Project increase in property value.

Environmental or safety hazard elimination

Expected increase in energy efficiency

Improvement of accessibility

Compatibility with the aesthetics and general appearance of the downtown district or surrounding area



Masonry Repair and Tuck Pointing

Structural improvements of a permanent or fixed nature that increase property value or viability.

Energy efficiency and safety improvements.

Other Repairs that may Improve the Aesthetic Quality of the Building.

Removal of Metal or Wood Material Covering Historic Facades.

Repair to Building Exterior Facades Including Front, Rear and Side Facades.

Repairing or Replacing Cornices, Entrances, Doors, Windows, Decorative Details and Awnings.

Signage Removal, Repair or Replacement When Included as Part of a Comprehensive Façade Improvement Project.

Other labor and materials used to rehabilitate the façade. In cases where property owners hire a contractor to complete the work, the contractor must be licensed and registered with the city of Cedarburg or approved through the Select Committee.

**Ineligible Improvements**

Demolition of Buildings

Inappropriate Cleaning Methods, Repairs, Replacement

Installation of Metal, Vinyl Siding

Interior Improvements

Roofing and Parking Lots

**TYPES OF AWARDS AVAILABLE:**

Grants

**GRANTS TERMS AND CONDITIONS:**

**Amount.** The maximum amount of a single grant may not exceed \$5,000.

**Matching Amount.** Grants may be provided in an amount up to 50% of the total project cost.

**Application Fee.** A non-refundable application fee of \$50???? Will be due at the time of application submittal.

**Application Status.** Applicants must be in good standing with the City of Cedarburg, with current taxes and utilities paid in full. Any outstanding building code violations must be resolved by the conclusion of the project. The applicant must provide proof of property and liability insurance prior to the start of the grant performance period.

**Eligible Projects.** Grants will be awarded for projects that will improve the façade of any building or property. The façade is defined as the side of the building facing the street and each side of the building.

**Reimbursement Basis.** Grants will be provided on a reimbursement basis only, upon full project completion. Payment of an approved grant will require submittal of all project invoices, receipts of similar documentation of actual costs incurred in the completion of the project. No funds will be disbursed until the property is in complete compliance with the building code.

**Combined Funding.** Grants will be provided in addition to, or independent of, loans issued under this program subject to review and approval of separate application of each means of assistance.

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.E.

**TITLE:** Discussion and possible action on Willowbrooke Park Lease agreement amendment

**ISSUE SUMMARY:** Since 2001, the City has leased part of Willowbrook Park land from Ozaukee County. The lease term was ten (10) years with an additional renewal of ten (10) years. The lease ended in 2021 but the properties described in the lease have continued to be maintained by the City Parks Department without a revised lease. The County is requesting that we make an amendment to the agreement to extend the term for ten (10) more years. We requested a minor change to the agreement to exclude the maintenance of the wooded areas on their property. All parties are in agreement of this change.

**STAFF RECOMMENDATION:** Staff recommend renewing the lease.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Parks, Recreation, and Forestry Board recommended renewing the lease at their April 5<sup>th</sup> meeting.

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Willowbrooke Park Lease, First Addendum to the lease

**INITIATED/REQUESTED BY:** Ozaukee County, Parks/Recreation/Forestry Department

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



## LEASE

THIS AGREEMENT is entered into this 4th day of August, 2001, between OZAUKEE COUNTY, with an address of 121 West Main Street, Port Washington, Wisconsin, hereafter referred to as "County," and the CITY OF CEDARBURG, with an address of W63 N645 Washington Avenue, Cedarburg, Wisconsin, hereafter referred to as "City."

Conditions of this lease are as follows:

1. Description. The County agrees to lease the following described property to the City for purposes of maintaining a public park known as "Willowbrooke Park,"

That part of the SE ¼ of Section 22 and the NE ¼ of Section 27, T10N, R21E, in the City of Cedarburg, Ozaukee County, Wisconsin bounded and described as follows: Commencing at the SE corner of Section 22, thence north 0° 28' 15" east, 443.40 feet; thence west 333.71 feet; thence south 16° 22' 38" east, 304.21 feet; thence east 163.30 feet; thence south 24° 15' 23" west, 307.48 feet; thence east 155.22 feet; thence north 0° 35' east, 146.50 feet to the point of beginning containing 2.77 acres.

2. Term. The term of this lease shall be for ten (10) years from August 4, 2001.
3. Consideration. The City shall pay to the County One Dollar (\$1.00) per year for each year this lease is in effect by payment of Ten Dollars (\$10.00) at the time of execution of this agreement. Additionally, the County allows the City to use this land for purposes of a public park during the term of this lease.

4. Maintenance. The City agrees to keep the above described land in reasonable and safe condition, including the cutting of grass and maintenance of roads plus grading and snow removal when necessary.

5. Indemnification. The City shall indemnify the County against any and all claims, demands, causes of action, suits or judgments, including expenses and attorney's fees, for death



or injuries to any persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises by the City, the City's agents, the City's employees or any other person. The City will indemnify the County whether such injuries to persons or damage to property are due or claiming to be due to any negligence of the City, the County, their agents, employees or any other person.

6. Certificate of Insurance. The City agrees to annually file with the County Clerk a certificate of insurance indicating that the subject property is covered by liability insurance and that the County is named as an additionally insured in that policy in respect to the property which is the subject of this agreement.

7. Assignment. This agreement shall not be assignable nor any part of the property sublet by the City without the written consent of the County.

8. Termination. This lease may be terminated as follows:

a. If the City breaks any of the conditions of this lease or willfully or maliciously injures the premises or if the City does not maintain said premises in a reasonably good condition, the County may give the City notice to comply with the terms of this lease. The City shall after receiving that notice comply with such notice within ninety (90) days or take reasonable measures to correct the breach of this agreement or this lease shall be considered terminated, or

b. If the premises referred to herein is no longer maintained by the City on a non-profit basis such as in the event that the City or any of its assigns operates these premises on a profit making basis, the County may terminate this agreement, or

c. Either the City or County may terminate this agreement by giving the other party one hundred twenty (120) days written notice of the intent to terminate this agreement for any reason whatsoever.

d. The notices to be given under subsection a, b and c of this section shall be written and sent to the County Clerk or City Clerk as appropriate.

9. Renewal. The City may renew this lease for successive ten (10) year periods by giving written notice of intention to do so by filing that notice with the County Clerk at least thirty (30) days prior to the expiration of this lease or any extension of this lease upon the same terms and conditions contained in the original lease unless such terms or conditions have been changed by mutual agreement of the City and the County.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

OZAUKEE COUNTY

Dated: AUGUST 7, 2001

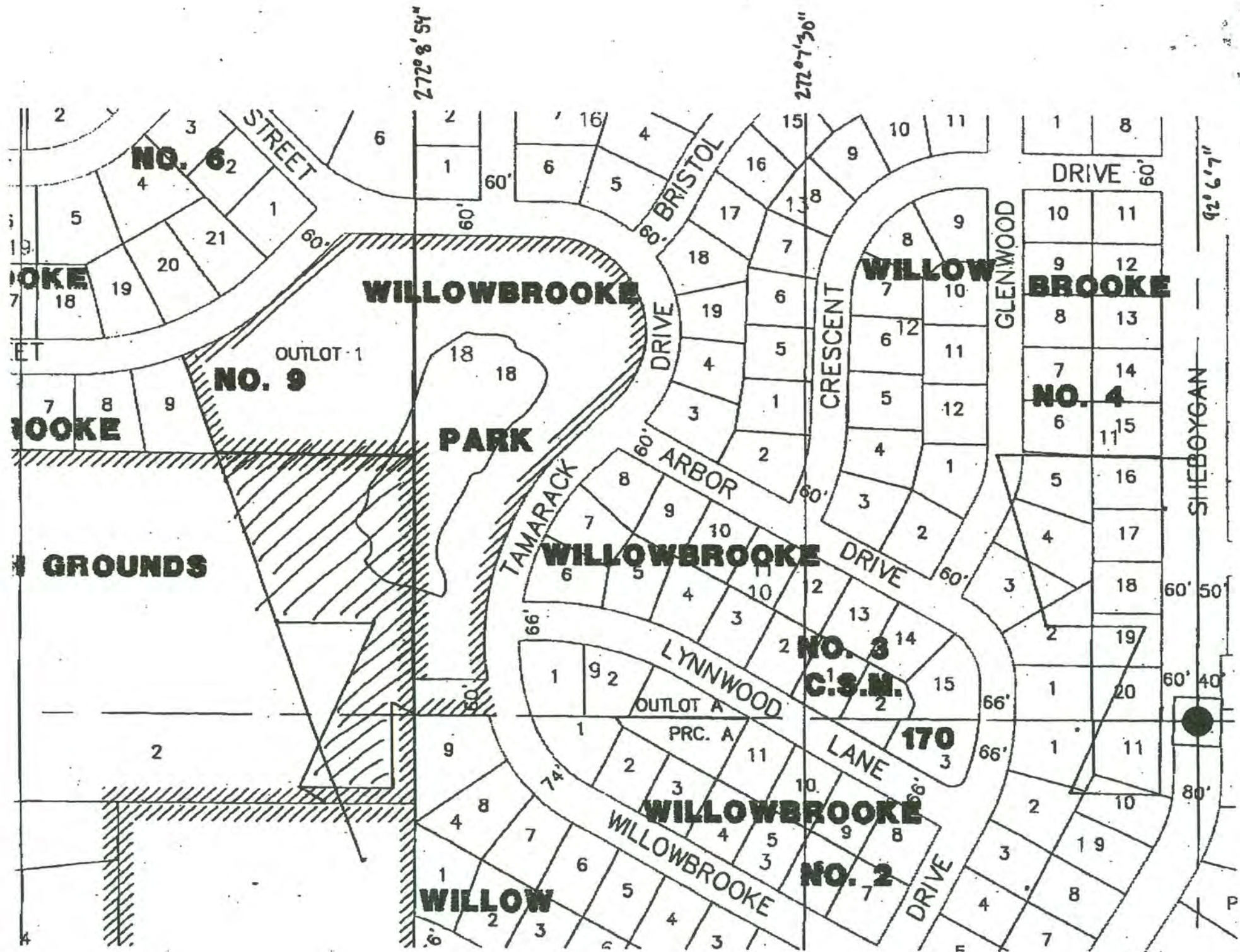
By Harold C. Dobberpuhl  
Harold C. Dobberpuhl  
County Clerk

CITY OF CEDARBURG

Dated: AUGUST 9, 2001

By James W. Coutts  
James W. Coutts  
Mayor





## FIRST ADDENDUM TO WILLOWBROOKE LEASE

Ozaukee County and the City of Cedarburg agree to amend the current lease executed on August 4<sup>th</sup>, 2001, and extended on March 16, 2023, as follows:

1. Section 1. Description: The County agrees to lease the property as shown on the attached map to the City for purposes of maintaining a public park known as “Willowbrooke Park”
2. Section 2. Term: The term of this lease shall be for ten (10) years from July 1<sup>st</sup>, 2023.
3. Section 4. Maintenance: The City agrees to keep the above described land in reasonable and safe condition, including the cutting of grass and maintenance of roads plus grading and snow removal when necessary. **The City shall not be responsible for the maintenance of the wooded areas such as trimming or removal of dead and/or damaged trees.**

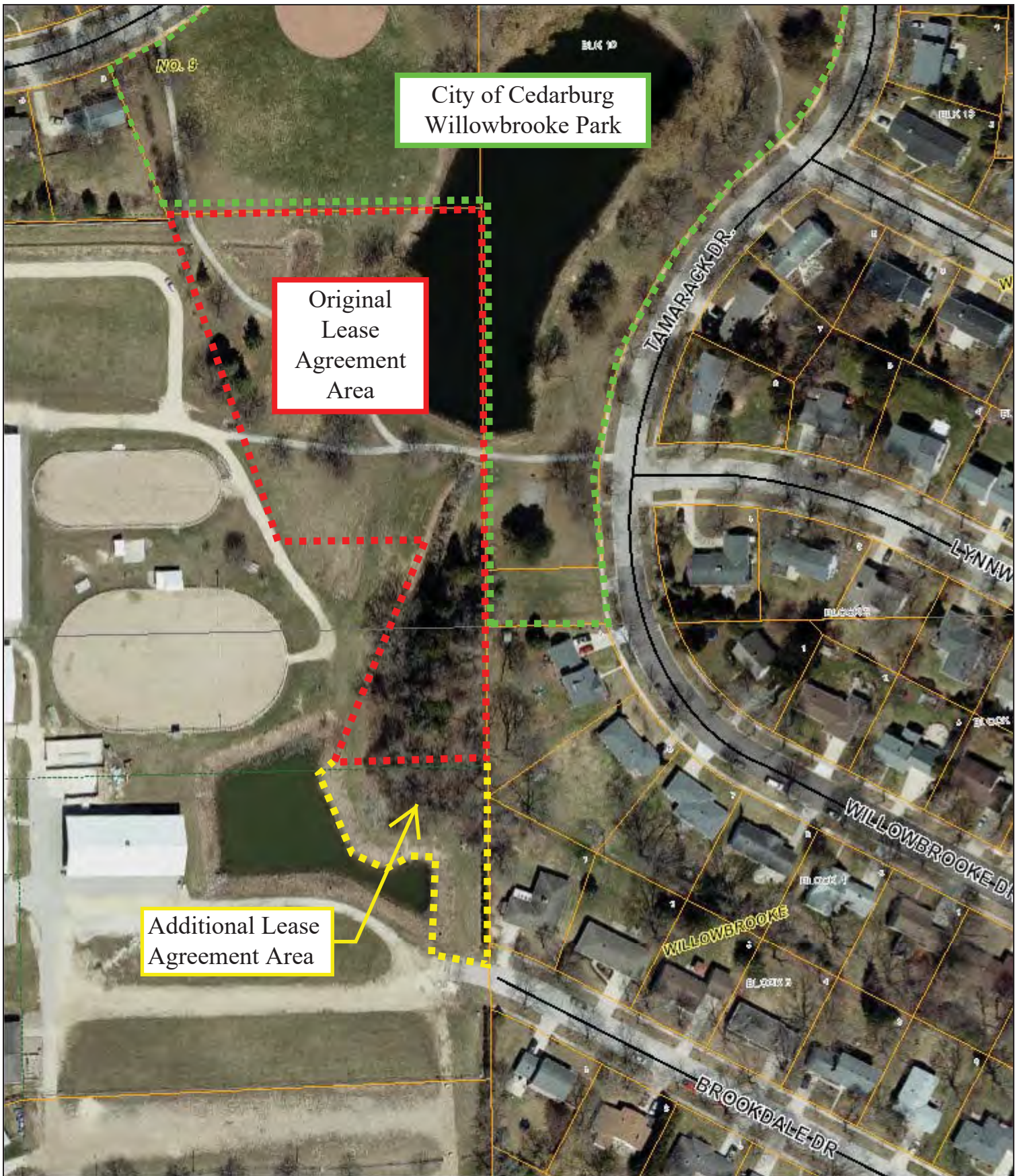
With the exception of the changes stated in this addendum, the original lease terms remain in full force and effect throughout the term of this extension.

IN WITNESS WHEREOF, the parties have executed this addendum to the lease on the day and year written below.

Ozaukee County By: \_\_\_\_\_  
Administrator (date)

City of Cedarburg By: \_\_\_\_\_  
Administrator (date)





**Legend**

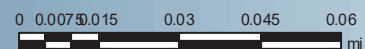
	Tax Parcel		CSM		US Highway		Town/Public Road
	Gap		Cemetery Plat		State Highway		Railroad Centerline
	Overlap		Condominium Plat		County Road		Ramp
	Historical Plat Lines		Subdivision Plat		Private Road		
	Assessors Plat		Plat of Survey				

43 of 83

Product of the LAND INFORMATION OFFICE

4/15/2022, 3:05:39 PM

4/15/2022, 3:05:39 PM



DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled.

# **Mayoral Appointments**

## **Board of Appeals:**

- Aaron Olejniczak
- Megan Torres (promoted from alternate to full member).

## **Community Development Authority:**

- James Roemer

## **Diversity Committee:**

- John Norquist
- Hayden Knight
- Amit Kaul

## **Economic Development Board:**

- Michael Pahl
- Mark Roeller

## **Plan Commission:**

- Sig Strautmanis
- Kip Kinzel

## **Public Art Commission:**

- Judith Kervin
- Deb Mortl
- Kerry Tharp
- Melissa Wraalstad

## **Public Works and Sewerage Commission:**

- Sandra Beck
- Robert Dries
- Terry Wagner

## **Finance Committee:**

- Michael Bradburn

## **Library Board:**

- Dewayna Cherrington
- Meghan O'Driscoll

## **Parks, Recreation and Forestry:**

- Brian Clement
- Paul Rushing
- James Schara
- Becky Hughes



## **Mayoral Council Member Appointments**

### **Patricia Thome:**

- Plan Commission
- Light and Water Commission

### **Kristin Burkart:**

- Parks, Recreation and Forestry
- Personnel Committee
- Ad Hoc Mayor's Enhancement Awards

### **Robert Simpson:**

- Public Works and Sewerage Commission
- Personnel Committee
- Mid Moraine Legislative Committee

### **Melissa Bitter:**

- Library Board
- Council Liaison to Festivals Committee
- Personnel Committee

### **Jim Fitzpatrick:**

- Finance Committee
- Community Development Authority

### **Kevin Curley:**

- Economic Development Board
- Diversity Committee

### **Mark Mueller**

- Landmarks Commission
- Public Art Commission
- Mid-Moraine Legislative Committee (alternate)

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.H.

**TITLE:** Discussion and possible action on use of ARPA Funds for replacing the DPW yard waste access card system motherboard and resident cards.

**ISSUE SUMMARY:** In October 2022 the motherboard failed on the yard waste access card system at the DPW garage. Since October 2022 the yard has been left open to allow residents access to it. By doing so anyone can enter the yard even if they do not have an access card. The system also controls keyfob access to the public works building which tracks anyone entering the building. With the system down the only access to the building is with a key. In both cases security of the facility has become a concern and a fix is necessary. The public works department has been working with the vendor on the replacement of the board. They initially tried to recover the data from the motherboard so that new cards would not have to be issued. These attempts have been unsuccessful which requires that we issue new cards to everyone. The system was put in when the facility was built in 2016 and it was out of warranty when it failed. The total cost of replacement including labor is estimated at \$20,000.

Some of these costs and future maintenance costs could be offset by charging an annual fee for the access cards. The discussion on recouping the costs will be placed on a future public works and council agenda.

Staff is requesting to utilize ARPA funds for these costs instead of general fund balance.  
Total ARPA Funds that have not been allocated is \$78,673.25

**STAFF RECOMMENDATION:** Staff recommends using ARPA funds to pay for the motherboard and replacement of resident cards with future discussion on potentially recouping the card costs through an established annual fee.

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

**BUDGETARY IMPACT:** \$20,000 from ARPA Funds

**ATTACHMENTS:** ARPA Funds Tracking

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

**FOR MORE INFORMATION CONTACT:** Joel Bublitz, DPW Superintendent; Mike Wieser, Engineer

CITY OF CEDARBURG						
ARPA EXPENDITURES						
Current Reporting Period: 4/1/2023-3/31/2024						
(updated 4/21/23)						
PROJECT	DESCRIPTION	APPROVED ALLOCATION	EXPENDITURES 3/3/21-3/31/22	EXPENDITURES 4/1/22-3/31/23	EXPENDITURES 4/1/23-3/31/24	TOTAL SPENT
BUSINESS ASSISTANCE	SMALL BUSINESS HELP	\$ 22,264.00	\$ 21,638.34	\$ -		\$ 21,638.34
	BUSINESS GRANTS FOR IMPROVEMENTS	\$ 60,000.00	\$ -	\$ 14,857.15		\$ 14,857.15
NON-PROFITS	CEDARBURG CHAMBER OF COMMERCE	\$ 60,000.00	\$ -	\$ 60,000.00		\$ 60,000.00
CITY DEPARTMENT	PARKS AND RECREATION - BALL DIAMOND REPAIRS	\$ 10,000.00	\$ -	\$ 2,851.59	\$ 2,150.00	\$ 5,001.59
	CITY OF CEDARBURG - PARK UPGRADE	\$ 100,000.00	\$ -	\$ 100,000.00		\$ 100,000.00
	LIBRARY - CHROMEBOOKS	\$ 4,416.79	\$ -	\$ 4,416.79		\$ 4,416.79
	LIBRARY - INTERNET WORKSTATIONS	\$ 6,980.00	\$ -	\$ 6,980.00		\$ 6,980.00
	LIBRARY - ELECTRONIC BOOK DROP	\$ 60,000.00	\$ -	\$ 60,000.00		\$ 60,000.00
	PARKS AND RECREATION - INTERURBAN TRAIL	\$ 95,000.00	\$ -	\$ 74,128.00		\$ 74,128.00
	LIBRARY - SELF-CHECKOUT MACHINES	\$ 18,941.09	\$ -	\$ 18,941.09		\$ 18,941.09
	FIRE DEPARTMENT - NEW RADIO	\$ 1,604.95	\$ 1,604.95	\$ -		\$ 1,604.95
	FIRE DEPARTMENT - HAZARD PAY	\$ 42,058.86	\$ 42,058.86	\$ -		\$ 42,058.86
	FIRE DEPARTMENT - LOCKER ROOM	\$ 27,457.78	\$ 27,457.78	\$ -		\$ 27,457.78
	POLICE DEPARTMENT - PATROL VEHICLES	\$ 49,934.04	\$ 49,934.04	\$ -		\$ 49,934.04
	LEAD PIPE REPAIRS	\$ 110,000.00	\$ -	\$ 22,065.00		\$ 22,065.00
	CLERKS/ELECTIONS - BADGER BOOKS	\$ 25,000.00	\$ -	\$ 25,000.00		\$ 25,000.00
	ENGINEERING - PLOTTER	\$ 9,000.00	\$ -	\$ 8,655.00		\$ 8,655.00
	CITY HALL - AC UNIT	\$ 160,000.00	\$ -	\$ 160,000.00		\$ 160,000.00
	DPW - SWEEPER/SCRUBBER	\$ 88,005.00	\$ -	\$ 88,005.00		\$ 88,005.00
	EHLERS - SERVICES	\$ 2,000.00	\$ 625.00	\$ 126.25		\$ 751.25
	POLICE DEPARTMENT - RIOT GEAR	\$ 9,850.00	\$ -	\$ 9,850.00		\$ 9,850.00
	COUNCIL CHAMBER - AUDIO	\$ 1,018.08	\$ -	\$ 1,018.08		\$ 1,018.08
	CPD Overtime-Memorial Day & 4th of July Parades	\$ 10,385.96	\$ -	\$ 10,385.96		\$ 10,385.96
	PD FESTIVAL WAGES	\$ 10,000.00	\$ -	\$ 10,000.00		\$ 10,000.00
	DPW Overtime-Memorial Day Parade	\$ 3,629.44	\$ -	\$ 3,629.44		\$ 3,629.44
	Inspection Software	\$ 8,250.00	\$ -	\$ 3,625.00		\$ 3,625.00
	EMS Oversight Agreement	\$ 140,000.00	\$ -	\$ -	\$ 73,000.00	\$ 73,000.00
TOTAL		\$ 1,135,795.99	\$ 143,318.97	\$ 684,534.35	\$ 75,150.00	\$ 903,003.32
	TOTAL AVAILABLE	\$ 1,214,469.24				
	TOTAL ALLOCATED	\$ 1,135,795.99				
	Funds not allocated	\$ 78,673.25				

## CITY OF CEDARBURG

**MEETING DATE:** May 8, 2023

**ITEM NO:** 8.I.

**TITLE:** Discussion and possible action on approval of a “Class B” fermented malt beverage and “Class B” intoxicating liquor (on or off-premise consumption) for Dorsey Ventures LLC (formerly Settler’s Inn LLC), N50W6410 Western Road, Cedarburg, WI 53012, Bryan J. Dorsey, Agent, premises to be licensed: W63N657 Washington Avenue, known as Dorsey’s Café.

**ISSUE SUMMARY:** The owners of Settler’s Inn, Tom and Joan Dorsey, are in the process of selling their business to their son, Bryan Dorsey. He plans to change the name to Dorsey’s Café. Under Wisconsin state law, a liquor license is not allowed to be transferred from person to person (there are, however, a few extreme circumstances). The new owners must apply for the license as would any new owner of an establishment serving alcohol. Bryan Dorsey will be available at the meeting if anyone has questions regarding the new business.

The City has one Reserve license available. There are currently no waiting lists for a license and there have been no recent inquiries.

**STAFF RECOMMENDATION:** approval of “Class B” license for Dorsey Ventures LLC

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:** n/a

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

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

**CITY OF CEDARBURG  
COMMON COUNCIL  
April 18, 2023**

**CC20230418-1  
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, March 13, 2023 at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers and online utilizing the Zoom app.

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

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

Also Present - City Administrator Mikko Hilvo, Deputy City Clerk Amy Kletzien, Director of Engineering and Public Works Mike Wieser, Water Recycling Superintendent Dennis Grulkowski, Police Chief Michael McNerney, Bill Hintz, interested citizens and news media

**STATEMENT OF PUBLIC NOTICE**

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**OATHS OF OFFICE**

Deputy City Clerk Kletzien administered the oaths of office to Melissa Bitter (1<sup>st</sup> Aldermanic District), James Fitzpatrick (2<sup>nd</sup> Aldermanic District), Kevin Curley (4<sup>th</sup> Aldermanic District), Patricia Thome (6<sup>th</sup> Aldermanic District) and Mark Mueller (7<sup>th</sup> Aldermanic District).

**ELECTION OF COMMON COUNCIL PRESIDENT**

Motion made by Council Member Simpson, seconded by Council Member Thome, to nominate Council Member Burkart for Common Council President.

Motion made by Council Member Fitzpatrick to nominate Council Member Thome for Common Council President. Council Member Thome declined the nomination.

Motion carried without a negative vote to elect Council Member Burkart as Common Council President.

**ELECTION OF COMMON COUNCIL REPRESENTATIVE TO PLAN COMMISSION**

Motion made by Council Member Simpson, seconded by Council Member Mueller, to nominate Council Member Thome for Common Council Representative to Plan Commission.

No other nominations were offered.

Motion carried without a negative vote to elect Council Member Thome as the Common Council Representative to Plan Commission.

### **NEW BUSINESS**

### **INTRODUCTION OF CITY DEPARTMENT HEADS**

City Department Heads introduced themselves and provided a brief overview of their departments for the newly elected Council Members.

### **DISCUSSION AND POSSIBLE ACTION ON SUSTAINABILITY PLAN REQUIRED FOR COUNTY FUNDING OF FIREFIGHTER/PARAMEDIC POSITIONS**

City Administrator Hilvo explained that the Fire Department, with approval from the Common Council, has applied for grant funding through Ozaukee County to fund two Firefighter/paramedic positions to be hired in 2023, for up to three years. As a requirement to receive this funding, a sustainability plan showing how the Municipality will sustain these positions after the three-year period is due to the County by May 1, 2023. He is proposing the following be included as the sustainability plan to be sent to the Ozaukee County Public Safety Committee or Ozaukee County Board:

The primary component of our sustainability plan is to conduct a local referendum, likely in the Spring of 2024 in both the City and Town of Cedarburg, for the citizens to approve an increase in tax levy support for Fire and EMS staffing. If the referendum is successful, this will allow us to fund these two Firefighter/Paramedic positions, in addition to others, beyond the funding provided through the County grant. If the referendum is not successful, all current positions will be sustained through existing means, and any future hires will be delayed until further research can be done on other sources of funding such as a FEMA Staffing for Adequate Fire and Emergency Response (SAFER) grant and other sources of tax revenue and/or fees as allowed by State and County governments.

Council Member Burkart confirmed that a referendum has been discussed.

Mayor O'Keefe expressed appreciation for the 156 years that the Cedarburg Fire Department was run solely by volunteers, however, this model is not sustainable. The separate fundraising arm of the Fire Department that runs Maxwell Street Days and other events to raise money for equipment is impressive and very much appreciated. The goal of reducing response time is working with the addition of two full-time paid Firefighter/EMTs to date.

Motion made by Council Member Thome, seconded by Council Member Mueller, to approve the Sustainability plan required for County funding of Firefighter/Paramedic positions. Motion carried without a negative vote.

### **DISCUSSION AND POSSIBLE ACTION TO ALLOW PURPLE RIBBONS TO LINE WASHINGTON AVENUE DURING THE WEEK OF JUNE 12, 2023, TO PROMOTE ELDER ABUSE MONTH**



An organization known as the I-Team of Ozaukee County works with the Aging and Disability Resource Center and various Social Services agencies focusing on the elderly population. As June 15, 2023 is World Elder Abuse Awareness Day, the I-Team is requesting permission to tie purple ribbons to trees/light posts along Washington Avenue during the week of June 12, 2023 in order to promote awareness.

Discussion ensued and the consensus was that there is an abundance of Awareness Days, which are all very important and worthy of recognition; however, it would be too difficult to allow each organization to be recognized with ribbons.

Motion made by Council Member Burkart, seconded by Council Member Simpson, to deny the request for purple ribbons to line Washington Avenue during the week of June 12, 2023, Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON DESIGNATION OF CITY'S OFFICIAL NEWSPAPER FOR ENSUING YEAR**

Motion made by Council Member Thome, seconded by Council Member Simpson, to designate the *News Graphic* as the City's official newspaper for the ensuing year. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE ISSUANCE OF A 6-MONTH CLASS "B" BEER LICENSE TO CEDARS III LLC, MICHAEL KOWALKOWSKI, AGENT, FOR CEDARS III – CONCESSION STAND, N52 W5925 PORTLAND ROAD FROM MAY 1, 2023 TO OCTOBER 31, 2023**

Motion made by Council Member Burkart, seconded by Council Member Simpson, to approve the issuance of a 6-month Class "B" beer license to Cedars III LLC, Michael Kowalkowski, agent, for Cedars III – Concession Stand at N52W5925 Portland Road from May 1, 2023 to October 31, 2023. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE A ONE-TIME FEE FOR AMPLIFIED MUSIC/SOUND FOR A SINGLE EVENT FOR THE PETER WOLLNER POST NO. 288 OF THE AMERICAN LEGION**

City Administrator Hilvo explained that the American Legion is planning to hold their Annual Auxiliary Car Show on June 10, 2023 from 7:00 a.m. – 5:00 p.m. This year, they would like to add outdoor amplified music to the event. The Legion currently holds an Outdoor Alcohol Beverage permit which is a prerequisite for an Amplified Music permit. The City's current charge for an Amplified Music permit is \$250, which allows for several events to take place throughout the summer months. The Legion is requesting a discounted price on the permit since the car show is the only event they are requesting to have outdoor music available.

Motion made by Council Member Burkart, seconded by Council Member Simpson, to authorize a one-time fee for Amplified Music/Sound permit for a single event for \$50 for the Peter Wollner Post No. 288 of the American Legion. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENTS TO VARIOUS COMMITTEES/BOARDS/COMMISSIONS**

Mayor O’Keefe presented the following appointments:

Jack Arnett – Finance Committee (4/2025) and Plan Commission (4/2024)  
Rick Verhaalen – Public Works & Sewerage Commission (4/2024)  
Doug Yip – Landmarks Commission (4/2024)

Motion made by Council Member Burkart, seconded by Council Member Simpson, to approve Mayor O’Keefe’s appointments. Motion carried without a negative vote.

**CONSENT AGENDA**

Motion made by Council Member Thome, seconded by Council Member Burkart, to approve the following agenda items:

- April 10, 2023 Common Council minutes
- Payment of bills dated 04/01/23 through 04/07/23 and payroll for period 04/02/23 through 04/15/23.

Motion carried without a negative vote.

**CITY ADMINISTRATOR’S REPORT**

City Administrator Hilvo reported that the City is still looking for a new cleaning person/service.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Member Thome explained that several Council Members attended the recent Fire Department Award Ceremony. She added that this is one of the best organizations/events in the Community and that the generational giving is astounding.

**MAYOR REPORT**

Mayor O’Keefe issued Proclamations for Arbor Day (April 28, 2023), Municipal Treasurer’s Week (April 16-22, 2023), and Municipal Clerk’s Week (May 7-13, 2023).

**ADJOURNMENT**

Motion made by Council Member Mueller, seconded by Council Member Simpson, to adjourn the meeting at 7:47 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC  
Deputy City Clerk

**CONSIDER APPROVAL OF 2023-2024 ALCOHOL, OPERATOR, AND CIGARETTE LICENSES FOR:**

**"Class A" intoxicating liquor (off-premise consumption only):**

Sunshine Winery LLC, W63N631 Washington Avenue, Cedarburg, WI 53012, Megan Schelwat, Agent, premises to be licensed: W63N631 Washington Avenue, known as **Sunshine Winery**

Irish Boutique LLC Owned by Paul Barry, W59N894 Sheboygan Road, Cedarburg, WI 53012, Paul Barry, Agent, premises to be licensed: W63N680 Washington Avenue, known as **The Irish Boutique of Cedarburg**

**Class "A" fermented malt beverage and "Class A" cider only (off-premise consumption only):**

Speedway LLC, P.O. Box 139044, Dallas, TX 75313, Laura M. Streubing, Agent, premises to be licensed: W63N121 Washington Avenue, known as **Speedway #4203**

**Class "A" fermented malt beverage and "Class A" intoxicating liquor (off-premise consumption only):**

Bonus Inc., dba Olsen's Piggly Wiggly, W61N286 Washington Avenue, Cedarburg, WI 53012, Ryan L. Olson, Agent, premises to be licensed: W61N286 Washington Avenue, known as **Olsen's Piggly Wiggly #201**.

Toto's Inc., 4600 W. Brown Deer Road, Brown Deer, WI 53223, Jonathan P. Dunne, Agent, premises to be licensed: W63N157 Washington Avenue, known as **Otto's Wine and Spirits - Cedarburg**.

Super Sales USA Inc., PO Box 493, Cedarburg, WI 53012, Douglas Gall, Agent, premises to be licensed: W62N174 Washington Avenue, known as **Citgo Super Sales**.

Wisconsin CVS Pharmacy, LLC, One CVS Drive, M/C 1160, Woonsocket, RI 02895, Dione Jeffrey, Agent, premises to be licensed: W63N152 Washington Avenue, known as **CVS Pharmacy #8775**.

Frannie's Market LLC, W61N486 Washington Avenue, Cedarburg, WI 53012, Sarah Prasser, Agent, premises to be licensed: W61N486 Washington Avenue, known as **Frannie's Market**.

**Class "B" fermented malt beverage and "Class B" intoxicating liquor (on or off-premise consumption):**

Ernie's Wine Bar LLC, N49W5471 Portland Road, Cedarburg, WI 53012, Benjamin M. Grade, Agent, premises to be licensed: N49W5471 Portland Road, known as **Ernie's Wine Bar**.

RCB Group Inc., W63N699 Washington Avenue, Cedarburg, WI 53012, Richard C. Buser, Agent, premises to be licensed: W63N699 Washington Avenue, known as **Maxwell's.**

C. Wieslers Inc., W61N493 Washington Avenue, Cedarburg, WI 53012, Mike G. Jackson, Agent, premises to be licensed: W61N493 Washington Avenue, known as **C. Wieslers.**

North 48 Inc., W62N599 Washington Avenue, Cedarburg, WI 53012, Jordan Z. Cole, Agent, premises to be licensed: W62N599 Washington Avenue, known as **North 48.**

Thomas Restaurant, LLC, W63N688 Washington Avenue, Cedarburg, WI 53012, Nicole Thomas, Agent, premises to be licensed: W63N688 Washington Avenue, known as **Tomaso's.**

Cedars III LLC, W53N404 Park Lane, Cedarburg, WI 53012, Michael F. Kowalkowski, Agent, premises to be licensed: W53N404 Park Lane, known as **Cedars III.**

MacBeebs LLC, 2512 W. Sunnyside Lane, Mequon, WI 53092, Catherine Heebner, Agent, premises to be licensed: W62N238 Washington Avenue, known as **Farmstead.**

Anvil Pub & Grille LLC, N70W6340 Bridge Road, Cedarburg, WI 53012, Donna M. Taylor, Agent, premises to be licensed: N70W6340 Bridge Road, known as **Anvil Pub & Grille.**

Cedarburg Art Museum & Society, Inc., W63N675 Washington Avenue, Cedarburg, WI 53012, Heather Wenthold, Agent, premises to be licensed: W63N675 Washington Avenue, known as **Cedarburg Art Museum.**

Phoa Brothers, Inc., W62N547 Washington Avenue, Cedarburg, WI 53012, Jimmy Phoa, Agent, premises to be licensed: W62N547 Washington Avenue, known as **New Fortune Asian Cuisine.**

GG & KR LLC, W62N630 Washington Avenue, Cedarburg, WI 53012, Gordon M. Goggin, Agent, premises to be licensed: W62N630 Washington Avenue, known as **The Stilt House.**

Le's Pho LLC, W63N146 Washington Avenue, Cedarburg, WI 53012, Ly Q. Le, Agent, premises to be licensed: W63N146 Washington Avenue, known as **Le's Pho.**

Stagecoach 520 LLC, 177 Green Bay Road, Thiensville, WI 53092, Anne M. Conley, Agent, premises to be licensed: W61N520 Washington Avenue, known as **Stagecoach Inn/Five 20 Social Stop.**

Union House Cedarburg LLC, W62N559 Washington Avenue, Christopher M. Homayouni, Agent, premises to be licensed: W62N559 Washington Avenue, known as **Union House Cedarburg.**

The Cheese Wedge, LLC, P.O. Box 698, Slinger, WI 53086, Jessica Youso, Agent, premises to be licensed: N56W6339 Center Street, known as **The Wedge 53012 “Uncorked.”**

Bozeman’s Bar LLC, N50W5586 Portland Road, Cedarburg, WI 53012, Erik Knuth, Agent, premises to be licensed: N50W5586 Portland Road, known as **Bozeman’s Bar**.

Cedarburg Cultural Center Inc., W62N546 Washington Avenue, Cedarburg, WI 53012, Jean Snow-Lambo, Agent, premises to be licensed: W62 N546 Washington Avenue and W63N627 Washington Avenue, known as **Cedarburg Cultural Center and Kuhefuss House Museum**.

Brandywine LLC, W61N480 Washington Avenue, Cedarburg, WI 53012, Andrew Wilson, Agent, premises to be licensed: W61N480 Washington Avenue, known as **Brandywine**.

Peter Wollner Post #288 of the American Legion, W57N481 Hilbert Avenue, Cedarburg, WI 53012, James A. Lee, Agent, premises to be licensed: W57N481 Hilbert Avenue, known as **Peter Wollner Post #288 of the American Legion**.

The Shinery Neenah LLC, P.O. Box 128, Larsen, WI 54947, Troy Reissmann, Agent, premises to be licensed: W63N678 Washington Avenue, known as **The Shinery Moonshine Co.**

Art of Joy, LLC, W63N644 Washington Avenue, Cedarburg, WI 53012, Stephanie Hayes, Agent, premises to be licensed: W63N644 Washington Avenue, known as **Art of Joy**

Lime Cantina Inc., W62N550 Washington Avenue, Cedarburg, WI 53012, Bradley J. Devorkin, Agent, premises to be licensed: W62N550 Washington Avenue, known as **Lime Cantina**.

The Wendtland Group LLC, W62N535 Washington Avenue, Cedarburg, WI 53012, Shawn M. Wendtland, Agent, premises to be licensed: W62N535 Washington Avenue, known as **Brunch Cedarburg**.

**Class “B” fermented malt beverage (on or off-premise consumption) and “Class C” wine (on-premise consumption):**

Donna M. Taylor, 1441 Keup Road, Grafton, WI 53024, premises to be licensed: N70 W6340 Bridge Road, known as **Cream & Crepe Café**.

J.L. Joyce Enterprises Inc., W63N144 Washington Avenue, Cedarburg, WI 53012, James P. Joyce, Agent, premises to be licensed: W63N144 Washington Avenue, known as **Jim’s Grille**.

P.J. Piper LLC, W61N514 Washington Avenue, Cedarburg, WI 53012, Judith Fergadakis, Agent, premises to be licensed: W61N514 Washington Avenue, known as **P.J. Piper Pancake House**.

**Class “B” fermented malt beverage (on or off-premise consumption):**

Famous Sals of Cedarburg Wisconsin Inc., W63N635 Washington Avenue, Cedarburg, WI 53012, Bekim Elmazi, Agent, premises to be licensed: W63N635 Washington Avenue, known as **Sals Pizza**.

JKLM Distilling Partners LLC, W62N590 Washington Avenue, Suite B, Cedarburg, WI 53012, Mary-Kay H. Bourboulas, Agent, premises to be licensed: W62N590 Washington Avenue, known as **Handen Distillery**.

Kristin Jane Collective, LLC, W63 N541 Hanover Avenue, Cedarburg, WI , Kristin J. Bork, Agent, premises to be licensed: W63 N541 Hanover Avenue, known as **The Painted Creek**.

**“Class B” winery license (on or off-premise consumption):**

Wollersheim Winery Inc., 7876 Hwy 188, PO Box 87, Prairie Du Sac, WI 53578, Steven F. Danner, Agent, premises to be licensed: N70W6340 Bridge Road, known as **Cedar Creek Winery**.

Chiselled Grape Winery LLC, W64N713 Washington Avenue, Cedarburg, WI 53012, Allen Naparalla, Agent, premises to be licensed: W64N713 Washington Avenue, known as **Chiselled Grape Winery**.

**Cigarette Licenses**

Bonus Inc. (dba Olsen’s Piggly Wiggly #201), W51 N286 Washington Avenue, Cedarburg, WI 53012.

Speedway LLC (Speedway #4203), W63N121 Washington Avenue, Cedarburg, WI 53012

Super Sales USA Inc. (Citgo), W62N174 Washington Avenue, Cedarburg, WI 53012

Toto’s Inc. (Otto’s Wine and Spirits – Cedarburg), W63N157 Washington Avenue, Cedarburg, WI 53012

**New Operator Licenses for period ending June 30, 2024**

John P. Czarnecki	Josephine G. Galaszewski	Kianoush Shafaie
Kathryn A. Czarnecki	Roxann N. Gracyalny	

**Renewal Operator Licenses for period ending June 30, 2024**

Stephanie J. Baldwin	Kali M. Kellerman	Heather L. Rappa
Charles S. Baumle	Katherine A. Kempf	Micahel J. Reimer



Luke W. Biedermann  
Adam J. Bougie  
Dave Bretsch  
Amanda E. Chang  
Joel M. Christophersen  
Eva M. Danner  
Emily J. Domaille  
Tricia A. Dooley  
Eric W. Engstrom  
Suzanne V. Ernst  
Judi K. Even  
Jakiya M. Ferguson  
Allison A. Garncarz  
Kathleen T. Griffin  
Andrew W. Heidtke  
BJ Homayouni  
Madissen Homayouni  
Payman Homayouni  
Madeline J. Hosni  
Brian M. Jackson  
Christine M. Jackson  
Peter J. Jackson  
Teri L. Jackson  
Tracey M. Jackson  
Emily P. James  
Anne E. Johnson  
Lane M. Kassner

Aricka A. Knox  
Rebecca Knuth  
Benjamin A. Kraft  
Angela M. Kroner  
Geoffrey S. Krueger  
Edmund A. Kwaterski Jr.  
James D. Lake  
Eric J. Land  
Tessa L.B. Lang  
Mark J. Leonardelli  
Pam Lidington  
Heather K. Loving  
Emily A. Lutz  
Karissa J. Mathias  
Macy Mayer  
Julia E. McAndrew  
Samantha J. Michalski  
Chris J. Morton  
Mark A. Nagy  
Shelby L. Neelis  
Norine C. Nelson  
Constance J. Niebauer  
Richard H. Nielsen  
Michael J. O'Keefe  
Polly Partain  
Bryan J. Price  
Anastasiia Pylypiuk

Rebecca J. Rice  
Zach R. Ringel  
Mark D. Roberts  
Timothy W. Schelwat  
Tyler T. Schememauer  
Emily R. Schirpke  
Tori L. Schone  
Rayn A. Schoonover  
Brooke Schwab  
Eric L. Siudak  
Tyler E. Slowiak  
Scott R. Thomas  
Michele I. Tietz  
David L. Vahsholtz  
Sara A. Valentiuk  
Benjamin D. Voith  
Michelle L. Welch  
John A. Welk  
Amy L. Whitney  
Stephen R. Wilson  
Captola R. Wolfe-Bacher  
Alexis M. Worshall  
Jeffrey A. Wrobbel  
John E. Zarling  
James W. Zipter

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 1/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/14/2023	PWBDD	43375*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	19.79
				MAINTENANCE PARTS	500353	533210	35.08
				REPAIR AND MAINTENANCE	500240	555510	17.52
				REPAIR AND MAINTENANCE	500240	555510	46.76
				REPAIR AND MAINTENANCE	500240	555510	53.98
				REPAIR AND MAINTENANCE	500240	555510	21.85
				CHECK PWBDD 43375 TOTAL FOR FUND 100:			194.98
04/14/2023	PWBDD	43376	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	114.33
04/14/2023	PWBDD	43378	CEDARBURG LIGHT & WATER	DUE TO LIGHT AND WATER	256200	000000	215.83
04/14/2023	PWBDD	43379	CEDARBURG OVERHEAD DOOR CO.	OPERATING SUPPLIES	500350	533210	85.00
04/14/2023	PWBDD	43382#	CITY CEDARBURG-PETTY CASH	OVERPAYMENT OF TAXES	261400	000000	19.62
				POSTAGE	500315	514100	7.25
				OFFICE SUPPLIES	500310	515600	18.97
				CHECK PWBDD 43382 TOTAL FOR FUND 100:			45.84
04/14/2023	PWBDD	43383	COMPASS MINERALS AMERICA, INC	SNOW AND ICE MATERIALS	500450	533450	20,036.63
				SNOW AND ICE MATERIALS	500450	533450	13,197.95
				CHECK PWBDD 43383 TOTAL FOR FUND 100:			33,234.58
04/14/2023	PWBDD	43384#	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	505.12
				ELECTIONS LEGAL NOTICES	500321	514200	93.08
				CHECK PWBDD 43384 TOTAL FOR FUND 100:			598.20
04/14/2023	PWBDD	43385*#	CULLIGAN OF WEST BEND	MAINTENANCE SUPPLIES	500340	522100	136.80
04/14/2023	PWBDD	43386	EGELHOFF LAWMOWER SERVICE	MAINTENANCE PARTS	500353	533210	15.70
04/14/2023	PWBDD	43387*#	ELAN FINANCIAL SERVICES	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	578.51
				PROF PUBLICATIONS AND DUES	500320	511100	468.00
				PROF PUBLICATIONS AND DUES	500320	513200	15.00
				TRAVEL & TRAINING	500330	513200	54.19

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 2/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				PROF PUBLICATIONS AND DUES	500320	514100	67.48
				2023 MEMBERSHIP	500320	515600	434.00
				BOILER	500240	518100	51.00
				LIGHT BULBS	500350	518100	737.34
				AB SUPPLY	500240	522100	352.85
				REPAIR AND MAINTENANCE	500240	522100	126.75
				STAMPS	500310	522110	167.99
				OFFICE SUPPLIES	500310	522110	65.54
				AMAZON	500380	522110	1,685.99
				OTHER EXPENSES	500390	522110	129.58
				BEST WESTERN	500330	522120	637.94
				TRAVEL & TRAINING	500330	522120	428.63
				GAS AND OIL EXPENSE	500351	522120	73.00
				K-9 UNIT EXPENSE	500352	522120	65.98
				RAM MOUNT	500380	522120	(345.14)
				EQUIPMENT/CAPITAL OUTLAY	500380	522120	499.98
				UNIFORMS	500346	522130	75.35
				REPAIR AND MAINTENANCE	500240	522410	2,361.37
				TRAVEL & TRAINING	500330	522410	1,144.82
				TRAVEL & TRAINING	500330	533210	675.00
				TRAVEL & TRAINING	500330	533210	753.20
				OPERATING SUPPLIES	500350	533210	1,846.20
				MAINTENANCE PARTS	500353	533210	963.88
				REPAIR AND MAINTENANCE	500240	533311	108.61
				ARBESSION	500240	555510	557.45
				DOG WASTE	500240	555510	228.47
				OFFICE SUPPLIES	500310	555510	185.86
				TRAVEL & TRAINING	500330	555510	350.00
				CHECK PWBDD 43387 TOTAL FOR FUND 100:			15,544.82
04/14/2023	PWBDD	43388	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	655.31
04/14/2023	PWBDD	43389	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	7.83
04/14/2023	PWBDD	43392*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	518100	36.31
				MAINTENANCE PARTS	500353	533210	67.44
				CHECK PWBDD 43392 TOTAL FOR FUND 100:			103.75

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 3/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/14/2023	PWBDD	43394	JJ S PLUMBING REPAIR	REPAIR AND MAINTENANCE	500240	522100	160.63
04/14/2023	PWBDD	43395	JOEL KELL	AWARDS, SUPPLIES	500343	519200	100.00
04/14/2023	PWBDD	43396	JOEL KELL	AWARDS, SUPPLIES	500343	519200	100.00
04/14/2023	PWBDD	43398	LANGE ENTERPRISES, INC.	OFFICE SUPPLIES	500310	522310	489.46
04/14/2023	PWBDD	43399#	LAROSA LANDSCAPE COMPANY	INVOICE CLEARING ACCOUNT	131060	000000	20,025.00
				REPAIR AND MAINTENANCE	500240	522100	658.75
				CHECK PWBDD 43399 TOTAL FOR FUND 100:			20,683.75
04/14/2023	PWBDD	43400	LINDA CUMISKEY	PARK RENTAL FEES	467200	000000	190.00
04/14/2023	PWBDD	43404	MID-AMERICAN RESEARCH CHEMICAL	OPERATING SUPPLIES	500350	518100	291.10
04/14/2023	PWBDD	43405	MID-STATE EQUIPMENT	MAINTENANCE PARTS	500353	533210	960.11
04/14/2023	PWBDD	43408#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	518100	51.45
				MAINTENANCE PARTS	500353	533210	125.79
				MAINTENANCE PARTS	500353	533210	64.53
				MAINTENANCE PARTS	500353	533210	7.95
				MAINTENANCE PARTS	500353	533210	88.58
				MAINTENANCE PARTS	500353	533210	248.31
				CHECK PWBDD 43408 TOTAL FOR FUND 100:			586.61
04/14/2023	PWBDD	43409	NASSCO, INC.	REPAIR AND MAINTENANCE	500240	555510	1,080.88
				REPAIR AND MAINTENANCE	500240	555510	168.36
				CHECK PWBDD 43409 TOTAL FOR FUND 100:			1,249.24
04/14/2023	PWBDD	43410#	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	514200	68.90
				OFFICE SUPPLIES	500310	515600	45.89
				MAINTENANCE SUPPLIES	500340	522100	117.89
				MAINTENANCE SUPPLIES	500340	522100	182.09
				OFFICE SUPPLIES	500310	522110	78.99
				CHECK PWBDD 43410 TOTAL FOR FUND 100:			493.76

05/02/2023 10:01 AM  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 4/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/14/2023	PWBDD	43413	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	55.00
04/14/2023	PWBDD	43414	RELIANT FIRE APPARATUS, INC.	OPERATING EXPENSES	500235	522230	818.90
				GEO LIGHTS FOR 161	500235	522230	2,025.00
				CHECK PWBDD 43414 TOTAL FOR FUND 100:			2,843.90
04/14/2023	PWBDD	43416	SAMSARA INC	OPERATING SUPPLIES	500350	533210	1,937.52
04/14/2023	PWBDD	43417	SETTLERS INN	OFFICE SUPPLIES	500310	514200	542.50
04/14/2023	PWBDD	43418	SHARP ELECTRONICS CORPORATION	EQUIPMENT/CAPITAL OUTLAY	500380	514700	826.68
04/14/2023	PWBDD	43419	SHEEPDOG GUARDIAN CONSULTING , LLC	K-9 UNIT EXPENSE	500352	522120	225.00
04/14/2023	PWBDD	43420#	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	36.17
				OPERATING SUPPLIES	500350	533210	12.05
				CHECK PWBDD 43420 TOTAL FOR FUND 100:			48.22
04/14/2023	PWBDD	43421	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	134.12
04/14/2023	PWBDD	43424	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
04/14/2023	PWBDD	43426	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	54.08
04/14/2023	PWBDD	43427*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
04/14/2023	PWBDD	43428	WAUKESHA COUNTY TECHNICAL COLLEGE	TRAVEL & TRAINING	500330	522120	203.00
04/21/2023	PWBDD	43433#	AURORA EAP	DUE FROM LIGHT & WATER	156200	000000	105.00
				EAP/125 ADMIN	500161	519200	472.50
				CHECK PWBDD 43433 TOTAL FOR FUND 100:			577.50
04/21/2023	PWBDD	43436*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	269.97
				OPERATING SUPPLIES	500350	533210	28.76
				REPAIR AND MAINTENANCE	500240	555510	13.48
				REPAIR AND MAINTENANCE	500240	555510	33.67
				REPAIR AND MAINTENANCE	500240	555510	6.29
				REPAIR AND MAINTENANCE	500240	555510	21.59



05/02/2023 10:01 AM  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 5/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				EQUIPMENT/CAPITAL OUTLAY	500380	555510	133.65
				CHECK PWBDD 43436 TOTAL FOR FUND 100:			<u>507.41</u>
04/21/2023	PWBDD	43437	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	113.94
				MAINTENANCE PARTS	500353	533210	200.25
				CHECK PWBDD 43437 TOTAL FOR FUND 100:			<u>314.19</u>
04/21/2023	PWBDD	43438	BROOKS TRACTOR	MAINTENANCE PARTS	500353	533210	41.63
04/21/2023	PWBDD	43440	CALLAHAN BLUM, ERIN	PROFESSIONAL SERVICES - 2WEEK	500210	555140	217.60
04/21/2023	PWBDD	43442	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,053.92
				DUE TO L&W IMPACT FEES	256201	000000	2,053.92
				CHECK PWBDD 43442 TOTAL FOR FUND 100:			<u>4,107.84</u>
04/21/2023	PWBDD	43443*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	513100	9.00
				TELEPHONE/COMMUNICATIONS	500225	513200	9.00
				TELEPHONE/COMMUNICATIONS	500225	514100	37.84
				INTERNET	500220	514700	1,088.34
				TELEPHONE/COMMUNICATIONS	500225	515400	15.13
				TELEPHONE/COMMUNICATIONS	500225	515600	22.70
				TELEPHONE/COMMUNICATIONS	500225	518100	67.71
				TELEPHONE/COMMUNICATIONS	500225	522110	423.77
				TELEPHONE/COMMUNICATIONS	500225	522310	15.13
				INTERNET	500220	522410	152.63
				TELEPHONE/COMMUNICATIONS	500225	522410	22.70
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				TELEPHONE COMMUNICATIONS	500350	533210	170.00
				TELEPHONE/COMMUNICATIONS	500225	555140	15.13
				INTERNET	500220	555510	170.00
				INTERNET	500220	555510	125.00
				INTERNET	500220	555510	127.97
				TELEPHONE/COMMUNICATIONS	500225	566310	15.13
				CHECK PWBDD 43443 TOTAL FOR FUND 100:			<u>2,540.58</u>

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 6/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/21/2023	PWBDD	43444	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	120.00
04/21/2023	PWBDD	43446	COMPASS MINERALS AMERICA, INC	SNOW AND ICE MATERIALS	500450	533450	1,444.55
04/21/2023	PWBDD	43447#	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	31.75
				OFFICE SUPPLIES	500310	533110	51.59
				CHECK PWBDD 43447 TOTAL FOR FUND 100:			83.34
04/21/2023	PWBDD	43449	DIGITAL EDGE OF GRAFTON	PRINTING-NEWSLETTERS, ETC	500313	522110	448.60
04/21/2023	PWBDD	43451	EGELHOFF LAWMOWER SERVICE	MAINTENANCE PARTS	500353	533210	40.40
04/21/2023	PWBDD	43453	FIRE SAFETY USA INC	EQUIPMENT/CAPITAL OUTLAY	500380	522120	5,188.00
04/21/2023	PWBDD	43457*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	518100	26.44
				REPAIR AND MAINTENANCE	500240	555510	1,082.24
				REPAIR AND MAINTENANCE	500240	555510	47.68
				CHECK PWBDD 43457 TOTAL FOR FUND 100:			1,156.36
04/21/2023	PWBDD	43458	GUTHRIE & FREY	REPAIR AND MAINTENANCE	500240	518100	75.00
04/21/2023	PWBDD	43459*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	2,813.00
				ATTORNEY/CONSULTANT	500212	522110	441.00
				CHECK PWBDD 43459 TOTAL FOR FUND 100:			3,254.00
04/21/2023	PWBDD	43460	J R BOEHLKE INC	MAINT/CONTRACTED SERVICES	500290	555510	99.00
				MAINT/CONTRACTED SERVICES	500290	555510	385.00
				MAINT/CONTRACTED SERVICES	500290	555510	618.00
				MAINT/CONTRACTED SERVICES	500290	555510	99.00
				CHECK PWBDD 43460 TOTAL FOR FUND 100:			1,201.00
04/21/2023	PWBDD	43461*#	JANI-KING OF MILWAUKEE	OPERATING SUPPLIES	500350	533210	406.31
04/21/2023	PWBDD	43463	JOHNSON CONTROLS SECURITY SOLU	REPAIR AND MAINTENANCE	500240	518100	404.96
04/21/2023	PWBDD	43469	LETTERS & SIGNS	REPAIR AND MAINTENANCE	500240	518100	752.00

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 7/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/21/2023	PWBDD	43471	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	78.99
04/21/2023	PWBDD	43472	MICHELE PAUTCH	PUBLIC WORKS FEES	463101	000000	25.00
04/21/2023	PWBDD	43473	MID-STATE EQUIPMENT	MAINTENANCE PARTS	500353	533210	19.12
04/21/2023	PWBDD	43475*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	62.34
				MAINTENANCE PARTS	500353	533210	248.31
				MAINTENANCE PARTS	500353	533210	29.18
				MAINTENANCE PARTS	500353	533210	90.44
				MAINTENANCE PARTS	500353	533210	54.08
				MAINTENANCE PARTS	500353	533210	9.47
				MAINTENANCE PARTS	500353	533210	131.99
				MAINTENANCE PARTS	500353	533210	16.14
				MAINTENANCE PARTS	500353	533210	(248.31)
				CHECK PWBDD 43475 TOTAL FOR FUND 100:			
04/21/2023	PWBDD	43477	NORTHERN TOOL & EQUIPMENT	MAINTENANCE PARTS	500353	533210	159.99
04/21/2023	PWBDD	43478#	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	514100	19.66
				OFFICE SUPPLIES	500310	514100	64.99
				OFFICE SUPPLIES	500310	514200	348.94
				CHECK PWBDD 43478 TOTAL FOR FUND 100:			
04/21/2023	PWBDD	43479*#	OLSEN'S PIGGLY WIGGLY	OFFICE SUPPLIES	500310	514200	13.36
04/21/2023	PWBDD	43480	ONTECH SYSTEMS, INC	EQUIPMENT/CAPITAL OUTLAY	500380	514700	455.00
04/21/2023	PWBDD	43481	OSI ENVIRONMENTAL, INC.	PUBLIC WORKS FEES	463101	000000	240.00
04/21/2023	PWBDD	43482	OUT & OUT CATERING	OFFICE SUPPLIES	500310	514200	430.64
04/21/2023	PWBDD	43484*#	QUALITY STATE OIL CO., INC.	FUEL INVENTORY	161500	000000	6,365.31
				FUEL INVENTORY	161500	000000	6,786.90
				GAS AND OIL EXPENSE	500351	533210	143.67
				CHECK PWBDD 43484 TOTAL FOR FUND 100:			

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 8/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/21/2023	PWBDD	43485#	REINDERS, INC.	OPERATING SUPPLIES	500350	533210	2,930.00
				FIELD MAINTENANCE SUPPLIES	500243	555510	1,172.00
				CHECK PWBDD 43485 TOTAL FOR FUND 100:			4,102.00
04/21/2023	PWBDD	43488	ROTARY CLUB OF CEDARBURG	PROF PUBLICATIONS AND DUES	500320	522110	255.00
04/21/2023	PWBDD	43491	TAKAKO WILLDEN	PROFESSIONAL SERVICES - MARCH CHAIR	500210	555140	72.00
04/21/2023	PWBDD	43492	THE UNIFORM SHOPPE	UNIFORMS	500346	522110	180.80
04/21/2023	PWBDD	43493	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	53.26
04/21/2023	PWBDD	43497	WE ENERGIES	MAINTENANCE	500530	533410	450.00
04/21/2023	PWBDD	43498	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	98.00
04/21/2023	PWBDD	43499#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	44,330.40
				MAINT/CONTRACTED SERVICES	500290	533730	20,822.17
				CHECK PWBDD 43499 TOTAL FOR FUND 100:			65,152.57
04/28/2023	PWBDD	43506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	522110	101.63
				TELEPHONE/COMMUNICATIONS	500225	533210	88.97
				CHECK PWBDD 43506 TOTAL FOR FUND 100:			285.24
04/28/2023	PWBDD	43507*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,103.39
				TELEPHONE/COMMUNICATIONS	500225	522410	116.00
				CHECK PWBDD 43507 TOTAL FOR FUND 100:			1,219.39
04/28/2023	PWBDD	43510*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522410	32.39
				OPERATING SUPPLIES	500350	533110	17.99
				MAINTENANCE PARTS	500353	533210	12.91
				MAINTENANCE PARTS	500353	533210	64.48
				REPAIR AND MAINTENANCE	500240	555510	27.87
				CHECK PWBDD 43510 TOTAL FOR FUND 100:			155.64

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 9/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/28/2023	PWBDD	43511*#	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	274.25
04/28/2023	PWBDD	43512	BUDIAC PLUMBING INC	REPAIR AND MAINTENANCE	500240	518100	708.00
04/28/2023	PWBDD	43513*#	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,053.92
04/28/2023	PWBDD	43514	CHEMINDUSTRIAL SYSTEMS INC	MAINTENANCE PARTS	500353	533210	46.00
04/28/2023	PWBDD	43516	COACH HOUSE HOMES, KKC	DRIVE OPENING PERMITS	443506	000000	60.00
04/28/2023	PWBDD	43517	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	69.88
04/28/2023	PWBDD	43518#	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	114.16
				OPERATING SUPPLIES	500350	533210	126.00
				CHECK PWBDD 43518 TOTAL FOR FUND 100:			240.16
04/28/2023	PWBDD	43520	DIGITAL EDGE OF GRAFTON	PRINTING-NEWSLETTERS, ETC	500313	522110	28.00
04/28/2023	PWBDD	43522	FASTENAL COMPANY	REPAIR AND MAINTENANCE	500240	555510	142.70
04/28/2023	PWBDD	43524	FIVE CORNERS DODGE	GAS AND OIL EXPENSE	500351	522120	1.90
04/28/2023	PWBDD	43525	FORWARD TS	EQUIPMENT/CAPITAL OUTLAY	500380	514700	13.86
04/28/2023	PWBDD	43526	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	37.02
04/28/2023	PWBDD	43527#	GRAINGER	OPERATING SUPPLIES	500350	518100	327.97
				REPAIR AND MAINTENANCE	500240	555510	144.20
				CHECK PWBDD 43527 TOTAL FOR FUND 100:			472.17
04/28/2023	PWBDD	43531	LETTERS & SIGNS	REPAIR AND MAINTENANCE	500240	555510	180.00
04/28/2023	PWBDD	43538	MTAW	PROF PUBLICATIONS AND DUES	500320	515600	60.00
04/28/2023	PWBDD	43539	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	7.96
				MAINTENANCE PARTS	500353	533210	125.93
				CHECK PWBDD 43539 TOTAL FOR FUND 100:			133.89
04/28/2023	PWBDD	43540	ODP BUSINESS SOLUTIONS	OPERATING SUPPLIES	500350	522410	106.16



05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 10/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/28/2023	PWBDD	43541	OLSEN'S PIGGLY WIGGLY	OFFICE SUPPLIES	500310	522130	38.77
04/28/2023	PWBDD	43542	ONTECH SYSTEMS, INC	EQUIPMENT/CAPITAL OUTLAY	500380	514700	690.00
				EQUIPMENT/CAPITAL OUTLAY	500380	514700	1,743.00
				CHECK PWBDD 43542 TOTAL FOR FUND 100:			2,433.00
04/28/2023	PWBDD	43543	OZAUKEE COUNTY CLERK	OFFICE SUPPLIES	500310	514200	741.52
				OFFICE SUPPLIES	500310	514200	203.92
				ELECTIONS LEGAL NOTICES	500321	514200	111.03
				ELECTIONS LEGAL NOTICES	500321	514200	114.17
				EQUIPMENT/CAPITAL OUTLAY	500380	514200	662.83
				EQUIPMENT/CAPITAL OUTLAY	500380	514200	106.34
				CHECK PWBDD 43543 TOTAL FOR FUND 100:			1,939.81
04/28/2023	PWBDD	43544	OZAUKEE COUNTY CLERK OF COURTS	COURT PENALTIES & COSTS	451101	000000	450.00
04/28/2023	PWBDD	43545#	OZAUKEE COUNTY ECONOMIC	DUE FROM LIGHT & WATER	156200	000000	1,000.00
				PROF PUBLICATIONS AND DUES	500320	511100	500.00
				CHECK PWBDD 43545 TOTAL FOR FUND 100:			1,500.00
04/28/2023	PWBDD	43548	RUDIG TROPHIES	OTHER EXPENSES	500390	511100	31.75
04/28/2023	PWBDD	43550	SHERWIN INDUSTRIES, INC.	REPAIR AND MAINTENANCE	500240	533311	6,912.00
04/28/2023	PWBDD	43551	TAPCO	SIGNS	500363	533311	5,201.85
04/28/2023	PWBDD	43552	TRANSUNION RISK AND ALTERNATIVE	TELEPHONE/COMMUNICATIONS	500225	522110	75.00
				TELEPHONE/COMMUNICATIONS	500225	522110	75.00
				CHECK PWBDD 43552 TOTAL FOR FUND 100:			150.00
04/28/2023	PWBDD	43553	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
04/28/2023	PWBDD	43555	WAKEFIELD BIOCHAR	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	578.51
04/28/2023	PWBDD	43556*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	596.57
				NATURAL GAS-0713912926-00006	500224	518100	672.10

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 11/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				NATURAL GAS-0713912926-00001	500224	518100	742.88
				NATURAL GAS-0711276804-00002	500224	522100	1,293.60
				NATURAL GAS-0711276804-00001	500224	522100	10.56
				NATURAL GAS-0713912926-00004	500224	522410	139.23
				NATURAL GAS-0713912926-00009	500224	533210	1,842.89
				NATURAL GAS-0719886467-00001	500224	555510	236.03
				NATURAL GAS 0707973696-00001	500224	555510	140.27
				CHECK PWBDD 43556 TOTAL FOR FUND 100:			5,674.13
04/28/2023	PWBDD	43557	WLECHA	K-9 UNIT EXPENSE	500352	522120	250.00
				Total for fund 100 GENERAL FUND			223,530.70
Fund: 200 CEMETERY FUND							
04/14/2023	PWBDD	43385*#	CULLIGAN OF WEST BEND	HOUSE MAINTENANCE	500245	544210	87.60
04/28/2023	PWBDD	43511*#	BLAIN'S FARM & FLEET	GROUNDS MAINTENANCE	500230	544210	289.99
				GROUNDS MAINTENANCE	500230	544210	49.99
				CHECK PWBDD 43511 TOTAL FOR FUND 200:			339.98
				Total for fund 200 CEMETERY FUND			427.58
Fund: 220 RECREATION PROGRAMS FUND							
04/14/2023	PWBDD	43387*#	ELAN FINANCIAL SERVICES	SUPPLIES AND EXPENSES	500347	555390	693.83
				COSTCO	500347	555390	231.55
				POMS EXPENSES	500394	555390	477.17
				SEROOGY'S POMS	500394	555390	3,744.00
				CHECK PWBDD 43387 TOTAL FOR FUND 220:			5,146.55
04/14/2023	PWBDD	43403	MARJORIE MESSINGER	SUMMER SOCCER	467329	000000	65.00
				MISCELLANEOUS REVENUE	486000	000000	355.00
				CHECK PWBDD 43403 TOTAL FOR FUND 220:			420.00
04/14/2023	PWBDD	43422	STINA LEMERY	MISCELLANEOUS REVENUE	486000	000000	115.00
04/14/2023	PWBDD	43429	WISCONSIN SCHOLASTIC CHESS FOUND	MAINT/CONTRACTED SERVICES	500290	555390	630.00
04/21/2023	PWBDD	43441	CARA STAWICKI	SUMMER SOCCER	467329	000000	55.00

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 12/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 220 RECREATION PROGRAMS FUND							
04/21/2023	PWBDD	43443*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
04/21/2023	PWBDD	43466	LAUREL MILLAR	SUMMER SOCCER	467329	000000	55.00
04/21/2023	PWBDD	43470	MARGARET GRUNST	SUMMER SOCCER	467329	000000	65.00
04/21/2023	PWBDD	43490	SUSIE STANLEY	YOUTH FOOTBALL REGISTRATION	467317	000000	50.00
04/28/2023	PWBDD	43502	AMANDA FLECK	YOUTH FOOTBALL REGISTRATION	467317	000000	50.00
04/28/2023	PWBDD	43505	ASHLEY LEISGANG	YOUTH FOOTBALL REGISTRATION	467317	000000	50.00
04/28/2023	PWBDD	43519	COURTNEY MORITSCH	MISCELLANEOUS REVENUE	486000	000000	25.00
04/28/2023	PWBDD	43529	JOEL CLERMONT	MISCELLANEOUS REVENUE	486000	000000	60.00
04/28/2023	PWBDD	43530	KATHERINE STRACHOTA	SUMMER SOCCER	467329	000000	110.00
04/28/2023	PWBDD	43533	LINDSAY BOGENSCHUETZ	MISCELLANEOUS REVENUE	486000	000000	50.00
04/28/2023	PWBDD	43536	MASTER PRINTWEAR	POMS EXPENSES	500394	555390	383.25
				POMS EXPENSES	500394	555390	35.00
				CHECK PWBDD 43536 TOTAL FOR FUND 220:			418.25
04/28/2023	PWBDD	43547	REBECCA TRIMBLE	SUMMER/WINTER REC FEES	467310	000000	40.00
04/28/2023	PWBDD	43549	SCOTT MANNING	MISCELLANEOUS REVENUE	486000	000000	240.00
04/28/2023	PWBDD	43554	VALENTINE NIDERMAN	SAFETY TRAINING	467318	000000	75.00
				Total for fund 220 RECREATION PROGRAMS FUND			7,685.30
Fund: 231 AMERICAN RESCUE PLAN ACT							
04/14/2023	PWBDD	43387*#	ELAN FINANCIAL SERVICES	GRANT EXPENDITURES	500331	566721	2,150.00
04/21/2023	PWBDD	43489	SOUTHERN OZAUKEE FIRE & EMG	GRANT EXPENDITURES	500331	566721	73,000.00
				Total for fund 231 AMERICAN RESCUE PLAN ACT			75,150.00
Fund: 240 SWIMMING POOL FUND							
04/14/2023	PWBDD	43387*#	ELAN FINANCIAL SERVICES	TRAVEL & TRAINING	500330	555320	125.00
				LIFEGUARD STORE	500380	555320	650.22

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 13/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 240 SWIMMING POOL FUND				CHECK PWBDD 43387 TOTAL FOR FUND 240:			775.22
04/21/2023	PWBDD	43443*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	149.98
				TELEPHONE/COMMUNICATIONS	500225	555320	41.45
				CHECK PWBDD 43443 TOTAL FOR FUND 240:			191.43
04/21/2023	PWBDD	43457*#	GRAFTON ACE HARDWARE	MAINTENANCE SUPPLIES	500340	555320	8.62
04/21/2023	PWBDD	43495	VILLAGE OF GRAFTON	OTHER EXPENSES	500390	555320	65.00
04/28/2023	PWBDD	43504	ASC PUMPING EQUIPMENT	MAINTENANCE SUPPLIES	500340	555320	400.00
04/28/2023	PWBDD	43521	EMMA RADER	SWIMMING POOL - UNIFORMS/MISC	467344	000000	165.00
04/28/2023	PWBDD	43528	HOLIDAY WHOLESALE, INC	OPERATING SUPPLIES	500350	555321	240.00
04/28/2023	PWBDD	43556*#	WE ENERGIES	NATURAL GAS-0719900042-00001	500224	555320	27.20
				NATURAL GAS-0716746085-00001	500224	555320	10.56
				CHECK PWBDD 43556 TOTAL FOR FUND 240:			37.76
				Total for fund 240 SWIMMING POOL FUND			1,883.03
Fund: 260 LIBRARY FUND							
04/14/2023	PWBDD	43372	AURORA HEALTH CARE	EMPLOYMENT EXPENSES	500395	555110	48.00
04/14/2023	PWBDD	43374	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	204.94
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	475.96
				CHECK PWBDD 43374 TOTAL FOR FUND 260:			680.90
04/14/2023	PWBDD	43385*#	CULLIGAN OF WEST BEND	MAINT/CONTRACTED SERVICES	500290	555110	103.10
04/14/2023	PWBDD	43387*#	ELAN FINANCIAL SERVICES	TELEPHONE/COMMUNICATIONS	500225	555110	415.14
				COMPUTER/COPIER SUPPLIES	500312	555110	129.98
				POSTAGE	500315	555110	9.02
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	625.38
				PROF PUBLICATIONS AND DUES	500320	555110	385.00
				DONATION EXPENDITURES	500322	555110	271.45

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 14/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				LIBRARY TECHNOLOGY	500382	555110	71.00
				CHECK PWBDD 43387 TOTAL FOR FUND 260:			<u>1,906.97</u>
04/14/2023	PWBDD	43411	OLSEN'S PIGGLY WIGGLY	BONUSES	500124	555110	12.01
04/14/2023	PWBDD	43412	PATRON POINT, INC.	MARKETING	500223	555110	5,325.00
04/21/2023	PWBDD	43432	AMAZON CAPITOL SERVICES	REPAIR AND MAINTENANCE	500240	555110	37.99
				REPAIR AND MAINTENANCE	500240	555110	298.68
				REPAIR AND MAINTENANCE	500240	555110	110.19
				OFFICE SUPPLIES	500310	555110	33.99
				OFFICE SUPPLIES	500310	555110	96.39
				OFFICE SUPPLIES	500310	555110	221.83
				OFFICE SUPPLIES	500310	555110	102.97
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	31.98
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	61.99
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	67.64
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	58.59
				DONATION EXPENDITURES	500322	555110	146.29
				DONATION EXPENDITURES	500322	555110	177.15
				DONATION EXPENDITURES	500322	555110	81.64
				DONATION EXPENDITURES	500322	555110	144.58
				DONATION EXPENDITURES	500322	555110	25.98
				DONATION EXPENDITURES	500322	555110	29.99
				DONATION EXPENDITURES	500322	555110	86.98
				DONATION EXPENDITURES	500322	555110	61.84
				CHECK PWBDD 43432 TOTAL FOR FUND 260:			<u>1,876.69</u>
04/21/2023	PWBDD	43434	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	32.27
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	457.09
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	69.57
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	91.06
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	321.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	476.53
				DONATION EXPENDITURES	500322	555110	31.36
				CHECK PWBDD 43434 TOTAL FOR FUND 260:			<u>1,478.88</u>



05/02/2023 10:01 AM  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 15/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
04/21/2023	PWBDD	43443*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	202.96
04/21/2023	PWBDD	43448	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	81.51
				OFFICE SUPPLIES	500310	555110	239.24
				CHECK PWBDD 43448 TOTAL FOR FUND 260:			320.75
04/21/2023	PWBDD	43461*#	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	390.50
04/21/2023	PWBDD	43465	KANOPY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	370.80
04/21/2023	PWBDD	43467	LAWNSCAPERS, INC	MAINT/CONTRACTED SERVICES	500290	555110	1,410.00
04/21/2023	PWBDD	43487	RIVISTAS SUBSCRIPTION SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	138.40
04/21/2023	PWBDD	43496	VISUAL IMAGE PHOTOGRAPHY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	300.00
04/28/2023	PWBDD	43506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
04/28/2023	PWBDD	43508	AWE ACQUISITION, INC	COMPUTER/COPIER SUPPLIES	500312	555110	956.00
				GRANT EXPENDITURES	500331	555110	9,070.00
				CHECK PWBDD 43508 TOTAL FOR FUND 260:			10,026.00
04/28/2023	PWBDD	43509	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	324.99
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	31.27
				CHECK PWBDD 43509 TOTAL FOR FUND 260:			356.26
04/28/2023	PWBDD	43532	LIBRARY IDEAS LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	49.95
04/28/2023	PWBDD	43537	MONARCH LIBRARY SYSTEM	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	480.00
04/28/2023	PWBDD	43556*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	1,193.24
				Total for fund 260 LIBRARY FUND			26,800.87
Fund: 270 FIRE DEPT & EMS							
04/14/2023	PWBDD	43371	ASCENSION WI EMP SOLUTIONS	OPERATING SUPPLIES	500350	522500	34.00
04/14/2023	PWBDD	43380	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	99.99

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 16/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
04/14/2023	PWBDD	43390	FIVE CORNERS TRUCK & AUTO	REPAIR AND MAINTENANCE	500240	522500	565.55
04/14/2023	PWBDD	43391	GALLS, LLC	OPERATING SUPPLIES	500350	522500	64.75
				OPERATING SUPPLIES	500350	522500	66.69
				OPERATING SUPPLIES	500350	522500	73.95
				OPERATING SUPPLIES	500350	522500	76.98
				OPERATING SUPPLIES	500350	522500	110.74
				OPERATING SUPPLIES	500350	522500	61.71
				CHECK PWBDD 43391 TOTAL FOR FUND 270:			454.82
04/14/2023	PWBDD	43392*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	522500	41.38
04/14/2023	PWBDD	43393	GREG BOERNER	OPERATING SUPPLIES	500350	522500	400.00
04/14/2023	PWBDD	43401	LISA BOERNER	OPERATING SUPPLIES	500350	522500	250.00
04/14/2023	PWBDD	43415*#	RENNERT'S FIRE EQUIPMENT	REPAIR AND MAINTENANCE	500240	522500	1,522.83
				EQUIPMENT/CAPITAL OUTLAY	500380	522500	61.94
				CHECK PWBDD 43415 TOTAL FOR FUND 270:			1,584.77
04/14/2023	PWBDD	43423	TOMASO'S	OPERATING SUPPLIES	500350	522500	135.50
				OPERATING SUPPLIES	500350	522500	109.00
				CHECK PWBDD 43423 TOTAL FOR FUND 270:			244.50
04/14/2023	PWBDD	43427*#	UNIFIRST CORPORATION	MAINT/CONTRACTED SERVICES	500290	522500	102.05
04/21/2023	PWBDD	43431	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	124.45
				SUPPLIES AND EXPENSES	500347	522500	448.15
				CHECK PWBDD 43431 TOTAL FOR FUND 270:			572.60
04/21/2023	PWBDD	43435	BAY-LAKES COUNCIL	OPERATING EXPENSES	500235	522500	730.00
04/21/2023	PWBDD	43443*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	341.87
				TELEPHONE/COMMUNICATIONS	500225	522500	226.54

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 17/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
				TELEPHONE/COMMUNICATIONS	500225	522500	15.23
				TELEPHONE/COMMUNICATIONS	500225	522500	49.99
				CHECK PWBDD 43443 TOTAL FOR FUND 270:			633.63
04/21/2023	PWBDD	43452	EMERGENCY MEDICAL PRODUCTS	SUPPLIES AND EXPENSES	500347	522500	2,585.82
				SUPPLIES AND EXPENSES	500347	522500	969.46
				CHECK PWBDD 43452 TOTAL FOR FUND 270:			3,555.28
04/21/2023	PWBDD	43455	FIVE CORNERS TRUCK & AUTO	REPAIR AND MAINTENANCE	500240	522500	1,974.18
04/21/2023	PWBDD	43456	GALLS, LLC	OPERATING SUPPLIES	500350	522500	1,812.53
				OPERATING SUPPLIES	500350	522500	77.19
				OPERATING SUPPLIES	500350	522500	77.19
				OPERATING SUPPLIES	500350	522500	90.95
				OPERATING SUPPLIES	500350	522500	141.68
				CHECK PWBDD 43456 TOTAL FOR FUND 270:			2,199.54
04/21/2023	PWBDD	43464	JOIN THE FIRE SERVICE LLC	OPERATING SUPPLIES	500350	522500	733.45
04/21/2023	PWBDD	43475*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	14.28
04/21/2023	PWBDD	43476	NEWMAN CHEVROLET	REPAIR AND MAINTENANCE	500240	522500	22.34
				REPAIR AND MAINTENANCE	500240	522500	738.54
				CHECK PWBDD 43476 TOTAL FOR FUND 270:			760.88
04/21/2023	PWBDD	43479*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	74.79
				OPERATING SUPPLIES	500350	522500	63.47
				OPERATING SUPPLIES	500350	522500	38.67
				OPERATING SUPPLIES	500350	522500	39.03
				OPERATING SUPPLIES	500350	522500	143.51
				CHECK PWBDD 43479 TOTAL FOR FUND 270:			359.47
04/21/2023	PWBDD	43484*#	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	522500	153.98
04/21/2023	PWBDD	43486	RICOH USA, INC.	MAINT/CONTRACTED SERVICES	500290	522500	50.22

05/02/2023 10:01 AM  
User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 18/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
04/28/2023	PWBDD	43500	ALBIERO PLUMBING- HVAC	OPERATING SUPPLIES	500350	522500	339.75
04/28/2023	PWBDD	43503	ANDRES MEDICAL BILLING	PROFESSIONAL SERVICES	500210	522500	3,423.03
04/28/2023	PWBDD	43506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	90.72
04/28/2023	PWBDD	43507*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	397.51
04/28/2023	PWBDD	43523	FIREMEN'S PARK INC	OPERATING SUPPLIES	500350	522500	8,130.00
04/28/2023	PWBDD	43535	MACQUEEN EQUIPMENT	OPERATING EXPENSES	500235	522500	62.50
04/28/2023	PWBDD	43546	PEPSI-COLA	OPERATING SUPPLIES	500350	522500	489.80
04/28/2023	PWBDD	43556*#	WE ENERGIES	NATURAL GAS 0713912926-00008	500224	522500	772.89
				NATURAL GAS 0713912926-0003	500224	522500	1,217.14
				CHECK PWBDD 43556 TOTAL FOR FUND 270:			1,990.03
				Total for fund 270 FIRE DEPT & EMS			30,437.91
Fund: 350 TIF DISTRICT FUND #4							
04/14/2023	PWBDD	43373	AXLEY BRYNELSON, LLP	PROFESSIONAL SERVICES	500210	566710	432.00
04/21/2023	PWBDD	43459*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	735.00
				Total for fund 350 TIF DISTRICT FUND #4			1,167.00
Fund: 353 TIF DISTRICT #6							
04/21/2023	PWBDD	43459*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	42.00
				Total for fund 353 TIF DISTRICT #6			42.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
04/14/2023	PWBDD	43397*#	KAPUR & ASSOCIATES	DUE FROM LIGHT & WATER	156200	000000	284.80
				STREET IMPROVEMENTS	500854	533311	676.80
				STORMWATER IMPROVEMENTS	500475	533440	136.00
				CHECK PWBDD 43397 TOTAL FOR FUND 400:			1,097.60
04/14/2023	PWBDD	43415*#	RENNERT'S FIRE EQUIPMENT	EQUIPMENT	500831	522230	15,577.52

05/02/2023 10:01 AM  
User: mrusso  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 19/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 400 CAPITAL IMPROVEMENTS FUND							
04/18/2023	PWBDD	43430	MCFADDEN PAINTING LLC	STATION IMPROVEMENTS	500807	522110	5,310.00
04/21/2023	PWBDD	43439	BURKE TRUCK & EQUIPMENT INC.	BED LINER & INCIDENTALS	500880	533210	7,790.00
				2022 DUMP BODY AND PLOW #97	500880	533210	54,537.74
				CHECK PWBDD 43439 TOTAL FOR FUND 400:			62,327.74
04/21/2023	PWBDD	43494	VANTAGE FINANCIAL	DEBT SERVICE - PRINCIPAL	500610	581500	3,468.80
				DEBT SERVICE - INTEREST	500620	581500	139.20
				CHECK PWBDD 43494 TOTAL FOR FUND 400:			3,608.00
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			87,920.86
Fund: 601 WATER RECYCLING CENTER							
04/14/2023	PWBDD	43375*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	8.99
04/14/2023	PWBDD	43377#	CCP INDUSTRIES INC	JANITORIAL SUPPLIES	500342	573830	34.35
				MAINTENANCE SUPPLIES	500340	573840	170.31
				CHECK PWBDD 43377 TOTAL FOR FUND 601:			204.66
04/14/2023	PWBDD	43381	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	101.86
04/14/2023	PWBDD	43387*#	ELAN FINANCIAL SERVICES	SAFETY EQUIPMENT	500372	573825	107.75
				MAINTENANCE SUPPLIES	500340	573830	493.31
				JANITORIAL SUPPLIES	500342	573830	151.90
				COLLECTION SYSTEM MAINT	500360	573835	96.74
				TRAVEL & TRAINING	500330	573850	861.72
				CHECK PWBDD 43387 TOTAL FOR FUND 601:			1,711.42
04/14/2023	PWBDD	43397*#	KAPUR & ASSOCIATES	COLLECTION MAINS AND ACCESS.	184313	000000	502.40
04/14/2023	PWBDD	43402	LOCATORS & SUPPLIES, INC.	COLLECTION SYSTEM MAINT	500360	573835	137.50
04/14/2023	PWBDD	43406	MULCAHY SHAW WATER, INC.	LAB SUPPLIES	500370	573825	380.00
				LAB SUPPLIES	500370	573825	74.13



05/02/2023 10:01 AM  
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 20/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER				CHECK PWBDD 43406 TOTAL FOR FUND 601:			454.13
04/14/2023	PWBDD	43407	MUNICIPAL ENVIRONMENTAL GROUP	EXTRAORDINARY SERVICES	500211	573850	1,276.00
04/14/2023	PWBDD	43425	TRESTER HOIST & EQUIPMENT	MAINTENANCE SUPPLIES	500340	573830	1,146.67
04/21/2023	PWBDD	43436*#	BEYER'S HARDWARE	LAB SUPPLIES	500370	573825	8.09
				LAB SUPPLIES	500370	573825	12.12
				LAB SUPPLIES	500370	573825	7.53
				LAB SUPPLIES	500370	573825	(12.12)
				MAINTENANCE SUPPLIES	500340	573830	16.19
				CHECK PWBDD 43436 TOTAL FOR FUND 601:			31.81
04/21/2023	PWBDD	43443*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	149.98
				TELEPHONE/COMMUNICATIONS	500225	573825	62.00
				CHECK PWBDD 43443 TOTAL FOR FUND 601:			211.98
04/21/2023	PWBDD	43445	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	101.86
04/21/2023	PWBDD	43450	DONOHUE & ASSOCIATES, INC	ENGINEERING SERVICES FOR FACILITY PLAN	185379	000000	3,896.10
04/21/2023	PWBDD	43454	FIRST ADVANTAGE	PROFESSIONAL SERVICES	500210	573850	52.29
04/21/2023	PWBDD	43462	JOHN M ELLSWORTH CO INC	MAINTENANCE SUPPLIES	500340	573830	210.41
04/21/2023	PWBDD	43468	LAWSON PRODUCTS	MAINTENANCE SUPPLIES	500340	573830	455.29
04/21/2023	PWBDD	43474	MILWAUKEE RUBBER PRODUCTS	COLLECTION SYSTEM MAINT	500360	573835	127.92
04/21/2023	PWBDD	43475*#	NAPA AUTO PARTS	MAINTENANCE SUPPLIES	500340	573830	65.30
04/21/2023	PWBDD	43479*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	17.41
04/21/2023	PWBDD	43483	PIEPER ELECTRIC, INC.	MAINTENANCE SUPPLIES	500340	573840	835.86
04/28/2023	PWBDD	43501	ALLIANCE TECHNOLOGY, LLC	COLLECTION SYSTEM MAINT	500360	573835	25.00
04/28/2023	PWBDD	43506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21

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User: mrusso  
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 04/08/2023 - 04/28/2023  
Banks: PWBDD

Page 21/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
04/28/2023	PWBDD	43510*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	8.09
04/28/2023	PWBDD	43513*#	CEDARBURG LIGHT & WATER	WATER SERVICE	500226	573825	77.52
04/28/2023	PWBDD	43515	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	101.86
04/28/2023	PWBDD	43534	LIQUID PROCESS EQUIPMENT	MAINTENANCE SUPPLIES	500340	573830	1,904.63
04/28/2023	PWBDD	43556*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	18.13
				NATURAL GAS-0713182701-00001	500224	573825	334.83
				NATURAL GAS-0712590709-00001	500224	573825	512.34
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	15.52
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	11.70
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	20.66
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	43.08
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	12.75
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	12.57
				CHECK PWBDD 43556 TOTAL FOR FUND 601:			981.58
				Total for fund 601 WATER RECYCLING CENTER			14,770.75
			TOTAL - ALL FUNDS				469,816.00

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

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

# CITY OF CEDARBURG

## TRANSFER LIST

4/8/23-5/5/23

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
4/12/2023	\$12,621.98	State of Wisconsin-March sales tax
4/13/2023	\$57,851.94	Ozaukee County-lottery settlement
4/13/2023	\$268,868.78	Cedarburg School District-lottery settlement
4/13/2023	\$571.15	MTSD-lottery settlement
4/13/2023	\$37,283.29	MATC-lottery settlement
4/13/2023	\$948.36	Aflac-March premiums
4/13/2023	\$2,190.91	Minnesota Life-May premiums
4/17/2023	\$2,064.07	ADP-Invoices
4/20/2023	\$151,517.44	ETF-May health insurance premiums
4/20/2023	\$245,000.00	PWSB Payroll
4/23/2023	\$15,102.15	Light & Water-charges
4/23/2023	\$28,857.00	Light & Water-charges
4/24/2023	\$1,228.27	ICMA-contributions for 4/2/23-4/15/23
4/24/2023	\$5,732.67	North Shore Bank-contributions for 4/2/23-4/15/23
4/24/2023	\$522.50	Police Union-contributions for 4/2/23-4/15/23
4/24/2023	\$346.15	State of Wisconsin-child support for 4/2/23-4/15/23
4/24/2023	\$1,261.92	Wis Deferred Comp-contributions for 4/2/23-4/15/23
4/25/2023	\$1,554.51	April FSA disbursements
4/30/2023	\$91,881.21	WRS-March remittance
5/1/2023	\$948.36	Aflac-April premiums
5/2/2023	\$2,217.04	Delta Dental-May dental & vision premiums
5/2/2023	\$1,280.00	Retirees-May & June surcharge
5/2/2023	\$2,212.16	Minnesota Life-June premiums
5/4/2023	\$1,222.22	ICMA-contributions for 4/16/23-4/29/23
5/4/2023	\$5,004.67	North Shore Bank-contributions for 4/16/23-4/29/23
5/4/2023	\$522.50	Police Union-contributions for 4/16/23-4/29/23
5/4/2023	\$346.15	State of Wisconsin-child support for 4/16/23-4/29/23
5/4/2023	\$1,259.47	Wis Deferred Comp-contributions for 4/16/23-4/29/23
5/4/2023	\$222,000.00	PWSB Payroll
	<u>\$1,162,416.87</u>	

### PWSB PAYROLL CHECKING ACCOUNT

4/21/2023	\$174,480.80	Payroll for 4/2/23-4/15/23
4/21/2023	\$71,360.05	Payroll taxes for 4/2/23-4/15/23
5/5/2023	\$156,026.32	Payroll for 4/16/23-4/29/23
5/5/2023	\$65,025.40	Payroll taxes for 4/16/23-4/29/23

\$466,892.57

PWSB TAX COLLECTION ACCOUNT

4/12/2023	\$500,000.00	PWSB Checking
4/21/2023	\$2,500,000.00	LGIP
4/28/2023	\$1,000.00	PWSB Checking
4/28/2023	<u>\$500,000.00</u>	PWSB Checking
	\$3,501,000.00	

PWSB MONEY MARKET ACCOUNT

4/8/2023	\$3,800,000.00	LGIP
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City of Cedarburg

## City Administrator's Report

May 4, 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— The Stormwater audit took place last week with the DNR. The information collected will become part of the new permit for the City. The sanitary sewer work will begin next week for the Hanover Road extension through the Fox Run Development. Dorner completed the utility work on Highwood Dr. and Woodland Rd. last Thursday. They will begin the utility work on Somerset Ave. and Wirth St. on Monday, May 8th. Denny Rahn will begin the roadwork on Highwood Dr. and Woodland Rd. sometime this week. The sidewalk program is to begin next Monday, May 8th.

The Public Works crew is working on baseball diamonds, pothole patching, and street sweeping. Jimmy Buschman began working Monday as the new Public Works/Forestry crewperson.

Parks, Recreation & Forestry— The park restrooms are open. The youth soccer and adult softball programs began this week. The Department is still hiring lifeguards and summer camp staff.

Water Recycling Center— There are 5 applicants for the open position at the Water Recycling Center. They will be setting up interviews soon. The facility plan is in the data collection stage. A pilot project was started with Huber Technologies to look at ways to cut sludge hauling costs.

Building Inspection—Joseph Kohler has been hired to cut and maintain Zur Ruhe Cemetery for the summer. A new person has accepted the custodial position and will begin soon. New City Hall parking signs have been installed on the west side of the building.

Senior Center—The Center is busy with programming.

Fire— The Department is hiring two Firefighter/Paramedics this month.

Police— Patrol Officer Justin Buboltz has completed the Police Academy and will be joining the police force full-time. The officers received new encrypted radios this week, which will not allow people to hear them with scanners.

Clerk—The Department is working on liquor license renewals.

Library— Director Eastwood reported that 9,708 people entered the Library in March. The employee performance evaluations are completed. The Library received a \$9,000 grant from the Greater Cedarburg Foundation for two new computers in the Children's area to be awarded on May 17; \$2,000 from the Southeast Wisconsin Library Council for attendance at the Public Library Association conference in Chicago; and \$1,000 from the Rotary Club for children's books for the summer reading program.

Treasurer— This is a payroll week.

Administrator— I am working on a possible switch in the City's cellular service provider.

Respectfully submitted,



Mikko Hilvo