

**CITY OF CEDARBURG  
MEETING OF COMMON COUNCIL  
MONDAY JULY 11, 2022 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, July 11, 2022 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. Information on how to access the meeting is attached to the meeting packet or can be accessed by clicking the following link: [Common Council Meeting | City of Cedarburg](#)

**AGENDA**

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Michael O'Keefe, Council Members Sherry Bubnitz, Jack Arnett, Rick Verhaalen, Robert Simpson, Kristen Burkart, Patricia Thome, and Angus Forbes
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. NEW BUSINESS
  - A. Discussion and Consultation regarding a request by the Mandel Group Inc. for a proposed multi-family development with a total of 250 units located on the vacant 17-acre site at the southeast corner of Highway 60 and Sheboygan Road\*
  - B. Discussion and possible action on issuance of a Transient Entertainment License to Rainbow Valley Rides, Inc. for the Ozaukee County Fair on August 3-7, 2022 (10:00 a.m. to 11:00 p.m.) and the request to waive the requirement for a Clean Up Bond as requested by Agricultural Society\*
  - C. Discussion and possible action on 2023 Budget Calendar\*
  - D. Discussion and possible action on 2023 Budget Priorities\*
  - E. Discussion and possible action on approval of an additional Patrol Vehicle in 2023 to the Cedarburg Police Department fleet\*

F. Discussion and possible action on approval of adding an additional Patrol Officer in 2023 to the Cedarburg Police Department\*

G. Discussion and possible action on Tower/Land Lease Agreement\*

8. CONSENT AGENDA

A. Approval of June 27, 2022, Council Meeting Minutes\*

B. Consider approval of new and renewal 2022-2023 operator licenses

Raymond Guerin  
Jacqueline F. Harrison

Paige M. Rochwite  
Michael R. Sheeran

Stephen C. Bicek  
Sarah N. Jellen  
James J. Levine  
Mark A. Nagy

Courtney C. Owrey  
Aubrey A. Thiede  
Raymond J. Tollefson  
Tim J. Van Ryzin

C. Discussion and possible action on payment of bills dated 6/24/2022 through 7/01/2022, transfers for the period 6/21/2022 through 7/06/2022 and payroll for period 6/12/2022 through 6/25/2022\*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

A. City Administrator's Report

B. Building Inspection Report

10. COMMUNICATIONS

A. Comments and suggestions from citizens\*\*

B. Comments and announcements by Council Members

C. Mayor's Report

11. 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).

07/07/22 tas



## **CITY OF CEDARBURG PUBLIC MEETING POLICY DURING COVID-19**

The City of Cedarburg will begin utilizing [zoom](#), an online meeting tool, to conduct City meetings. This includes all public meetings. We are cancelling all non-essential meetings and limiting agenda items but there are items that do require decisions to be made so that projects throughout the City can continue or get completed in a timely manner. We will continue to adhere to open meeting laws as set forth by the State of Wisconsin.



Most recently the Wisconsin Department of Justice issued an advisory on March 16, 2020, addressing this issue and stating that: "Governmental bodies typically can meet their open meetings obligations, while practicing social distancing to help protect public health, by conducting meetings via telephone conference calls if the public is provided with an effective way to monitor such calls (such as public distribution, at least 24 hours in advance, of dial-in information for a conference call)." The advisory emphasizes that "When an open meeting is held by teleconference or video conference, the public must have a means of monitoring the meeting. DOJ concludes that, under the present circumstances, a governmental body will typically be able to meet this obligation by providing the public with information (in accordance with notice requirements) for joining the meeting remotely, even if there is no central location at which the public can convene for the meeting.

## **CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 FOR PUBLIC**

To download [zoom](#) on your mobile device, click on one of the following:



Here are the procedures for public to be able to view a meeting live through [zoom](#).

1. Contact the City Administrator, Mikko Hilvo, 2 hours in advance of the meeting you wish to attend via [zoom](#) by emailing him at [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us).
2. In your email Subject line please put down the meeting that you wish to attend (example: Common Council Meeting on 3-30-20 at 7:00pm).
3. Provide your Name, Address, Email, Phone Number to him via email with a request to join the meeting.
4. You will receive an invite to the meeting via email. Click on the invite prior to the meeting being held. The meeting will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
5. All public participants will have their microphone muted.
6. If, during public comment, anyone wishes to talk they should request to do so through the chat feature or by using the "hand" to wave at the meeting organizer. The administrator of the meeting will unmute you at the appropriate time and ask you to make your comments.

If you are unable to utilize a computer, iPad, or tablet to view the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, we can email one to you.

Contact Info: Mikko Hilvo, City Administrator, [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us), (262) 375-7917.





## **CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 – FOR STAFF & BOARD MEMBERS**

The City of Cedarburg will be utilizing the [zoom](#) app to hold public meetings starting March 23, 2020 until April 30, 2020. All meetings will adhere to Wisconsin Open Meetings Law. The [zoom](#) app provides an option for the public to join the meeting via computer, iPad, tablet, or phone. Meetings will also be recorded and made available through our Clerks office for viewing at a later time.

Here are the procedures for staff and board members to utilize [zoom](#).

1. The City Administrator, Mikko Hilvo, will email a meeting invite to each staff and board member 24 hours prior to the meeting.
2. If another staff member, council member, or presenter needs access to the meeting and the ability to discuss an item they should request to get a meeting invite by emailing [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us) at minimum 6 hours prior to the meeting.
3. In your email Subject line please put down the meeting that you wish to attend. (Example: Common Council Meeting on 3-30-20 at 7:00pm)
4. Provide your Name, Address, Email, Phone Number and reason for attending the meeting to the administrator.
5. All agendas and documents that need to be shared during the meeting will be sent to members ahead of time and also provided electronically to the meeting organizer (City Administrator).
6. All meetings will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
7. All staff and/or board members will have their microphones on unless they mute it themselves. All public participants will have their microphone muted except during public comments or if they use the chat feature asking the administrator for permission to speak.
8. All Votes will be done through roll call.

If you are unable to utilize a computer, iPad, or tablet to participate in the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, it can be emailed to you.

Contact Info: Mikko Hilvo, City Administrator, [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us), (262) 375-7917.

## CITY OF CEDARBURG

**MEETING DATE:** July 11, 2022,

**ITEM NO:** 7.A.

**TITLE:** Discussion and possible action on consultation regarding the applicant's multi-family development on the 17-acre Wirth site at the southeast corner of Highway 60 and Sheboygan Road

### **ISSUE SUMMARY:**

The applicant is seeking consultation for a proposed multi-family development on the vacant land located at the southeast corner of State Highway 60 and Sheboygan Road. The applicant's original submittal consisted of ten 2-story luxury apartment buildings, and three 3-story buildings that will include a total of 310 units on 17-acres for a density of 18.2 units/gross acres. However, after meeting with the Mayor, Alderman Arnett and City Administrator Mikko Hilvo prior to last week's Plan Commission meeting, the applicant scaled back his plans and reduced his unit count from 310 units to 250 units. Both plans are before you for discussion/consideration at this meeting. In support of these units, the plans propose 510 parking stalls, 257 of which will be enclosed and the remaining 252 as surface stalls, resulting in a count of 1.6 parking stalls per unit. City Code requires 1.5 stalls per unit.

Since this site is currently classified as commercial on the Comprehensive Land Use Plan, that Plan will need to be amended to the High-Density Residential classification at a density of up to 18.2 units/acre for this project to be realized as proposed. In addition, this project will require a zoning change from the Temporary Rs-1 District to the Rm-2(PUD) District. Procedurally, if Council Members support this concept, the applicant will need to submit a petition and application fee to the City Clerk for an amendment to the 2025 Comprehensive Land Use Map and a change to the City's Zoning District Map.

This project will be served by sewer and water facilities extended from the Cedar Place Apartment complex to the south and then extended through his site ultimately to Highway 60 where it will be available to serve the future development of the land located to the north and west thereof. At this meeting the applicant is simply seeking feedback on the site design, architectural elevations, density, traffic patterns, etc. If he receives positive feedback, the applicant will petition for Land Use Plan and Zoning Map amendment.

### **STAFF COMMENTS:**

Staff would note that the applicant's plans do reflect our initial discussions that they achieve the look and feel of Cedarburg in terms of architectural style and site layout, as this site is viewed as a gateway to the City of Cedarburg. While the applicant's plans are impressive, and because of its location along a state highway and a major local arterial, the multi-family use of this site may seem appropriate. However, Council members should keep in mind that since this area is far removed from our downtown business and service area and even further from the south business district, the current Land Use classification was intended to promote commercial development that would serve the needs of residents in this area.

### **BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

At their July 6th, 2022, meetings, the Plan Commission's reaction was somewhat positive as they felt this project is well designed in terms of site layout and architectural style. However, they did ask that a commercial component be added to serve this project's daily needs as well as the needs of the surrounding neighborhoods.

### **BUDGETARY IMPACT:**

### **ATTACHMENTS:**

- Concept development plans
- Unapproved Minutes from last Monday's Plan Commission meeting.

## **CITY OF CEDARBURG**

**INITIATED/REQUESTED BY:** Dan Romnek, Mandel Group

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

June 9<sup>th</sup>, 2022

City of Cedarburg - Attn: Jon Censky  
W63 N645 Washington Ave.  
PO Box 49  
Cedarburg, WI 53012-0049

Dear Jon,

Mandel Group is please to submit the attached plan for concept review by the Plan Commission and Common Council. The roughly 17-acre property is located on the southeast corner of Highway 60 and Sheboygan Road. The current concept consists of a 310-unit, market-rate luxury apartment plan in a combination of 2-story townhome-style buildings and 3-story buildings above underground parking. The representative imagery in the attached package takes inspiration from downtown Cedarburg with warm tones that are intended to provide a modern yet comfortable and familiar aesthetic.

The development will offer four apartment styles: studio, one-bedroom, two-bedroom, and three-bedroom apartments. The variety of unit styles is intended to appeal to a diverse demographic of millennials, young families, and empty nesters. The project will have amenities superior to its competitors, including a fitness center, clubroom, outdoor pool, outdoor courtyard with grilling stations and fire pits, dog run, bike storage and repair, and car wash. The design also includes walking paths that meander through the site, taking advantage of the existing wetlands and terrain.

This project is intended to be the best multifamily project in the submarket. Our units will have high-quality interior finishes – stainless steel appliances, custom cabinetry with soft-close doors and drawers, quartz countertops, luxury vinyl plank flooring throughout and in-unit washers/dryers. Mandel Group's property management affiliate is one of the best property management teams in town and is focused on providing exceptional customer service.

Best,

*Dan Romnek*

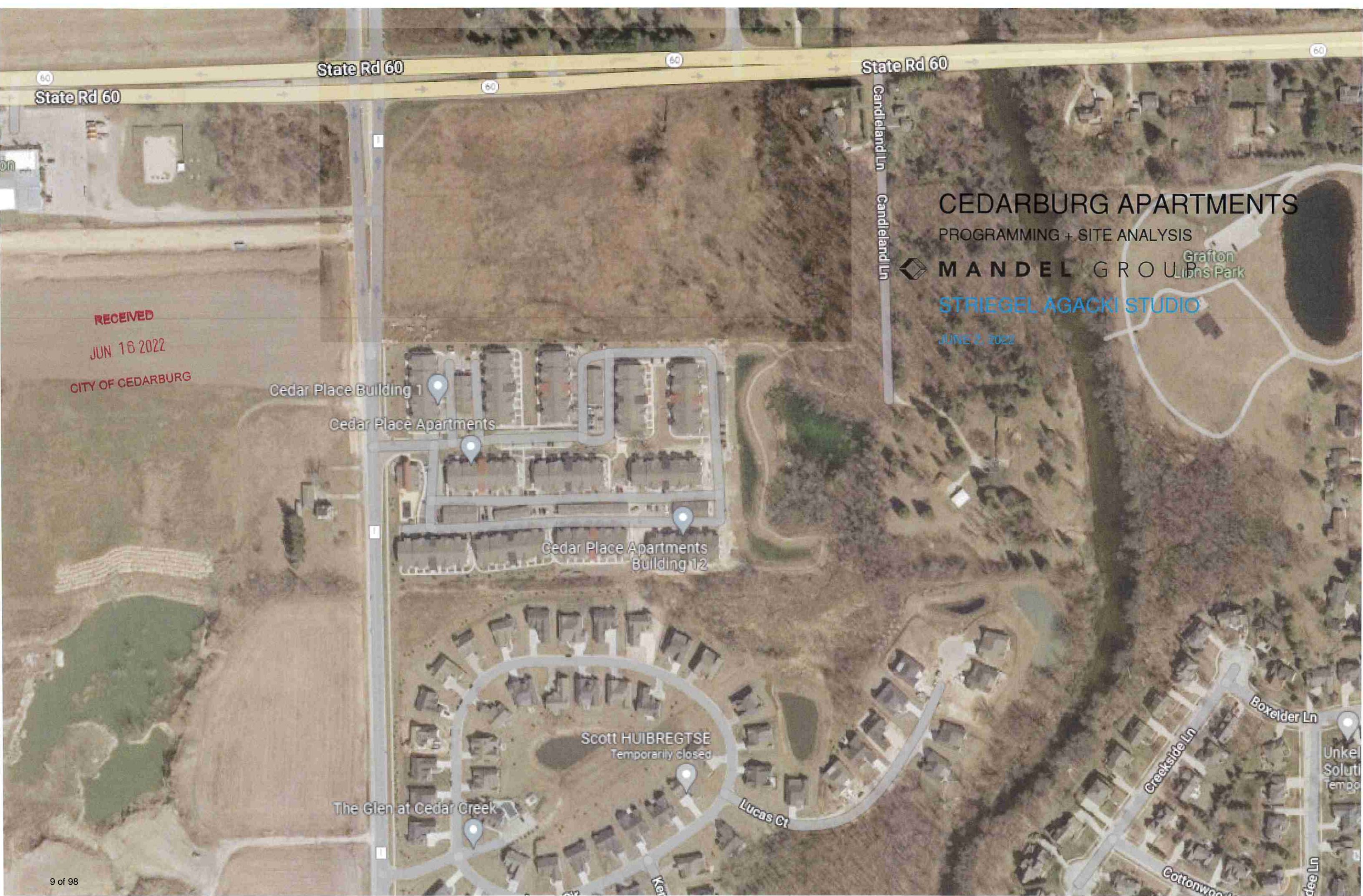
Dan Romnek  
Development Associate  
Mandel Group Inc.

RECEIVED

JUN 16 2022

CITY OF CEDARBURG





State Rd 60

State Rd 60

State Rd 60

# CEDARBURG APARTMENTS

PROGRAMMING + SITE ANALYSIS

 **MANDEL GROUP**

**STRIEGEL AGACKI STUDIO**

JUNE 2, 2022

RECEIVED

JUN 16 2022

CITY OF CEDARBURG

Cedar Place Building 1

Cedar Place Apartments

Cedar Place Apartments  
Building 12

Scott HUIBREGTSE  
Temporarily closed

The Glen at Cedar Creek

Lucas Ct

Creekside Ln

Boxelder Ln

Cottonwood Ln

Unkel Soluti  
Tempo



CEDARBURG APARTMENTS

PROGRAMMING + SITE ANALYSIS

06.02.2022

 M A N D E L G R O U P   STRIEGEL  
AGACKI  
STUDIO

RECEIVED

JUN 16 2022

CITY OF CEDARBURG

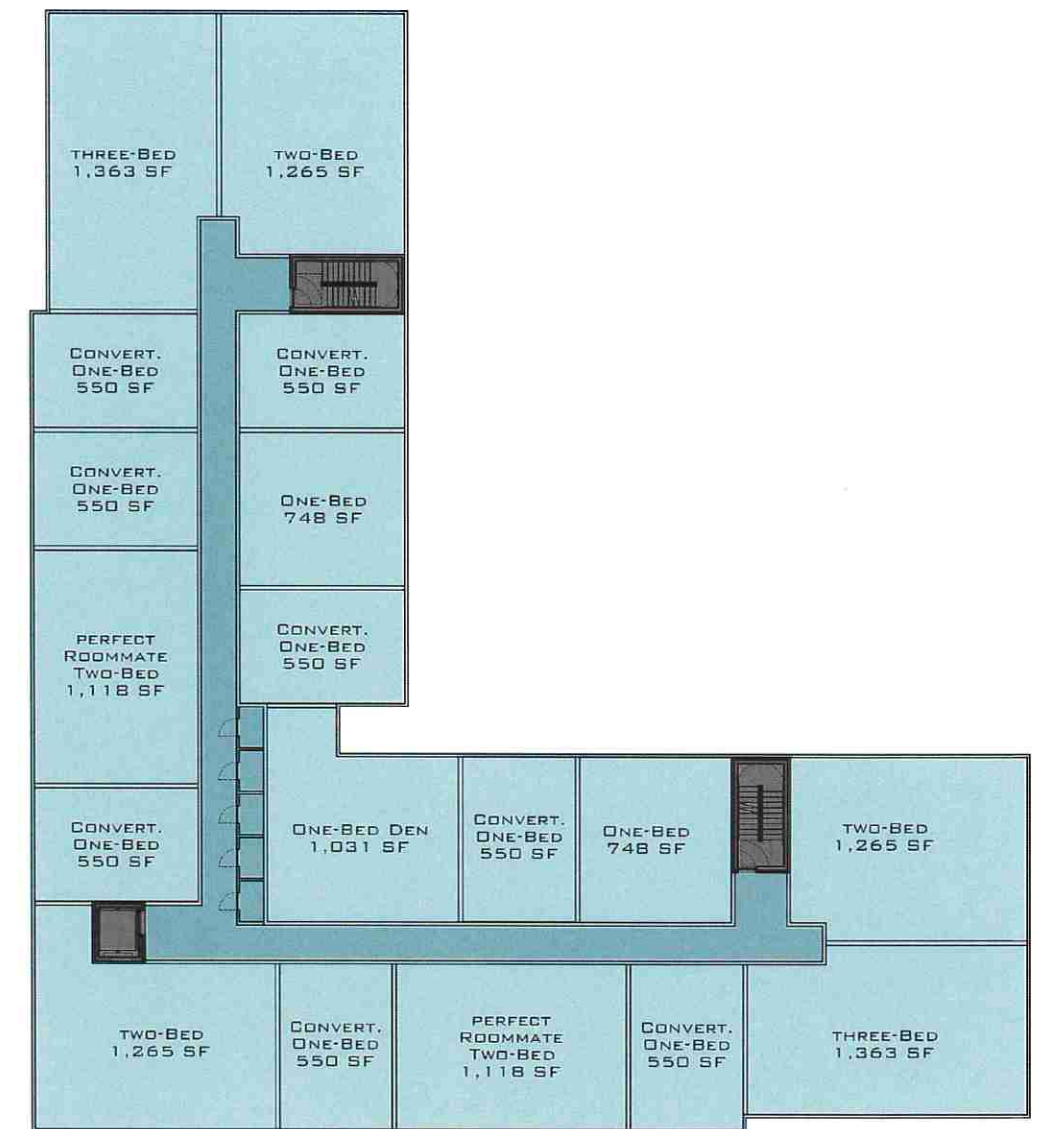
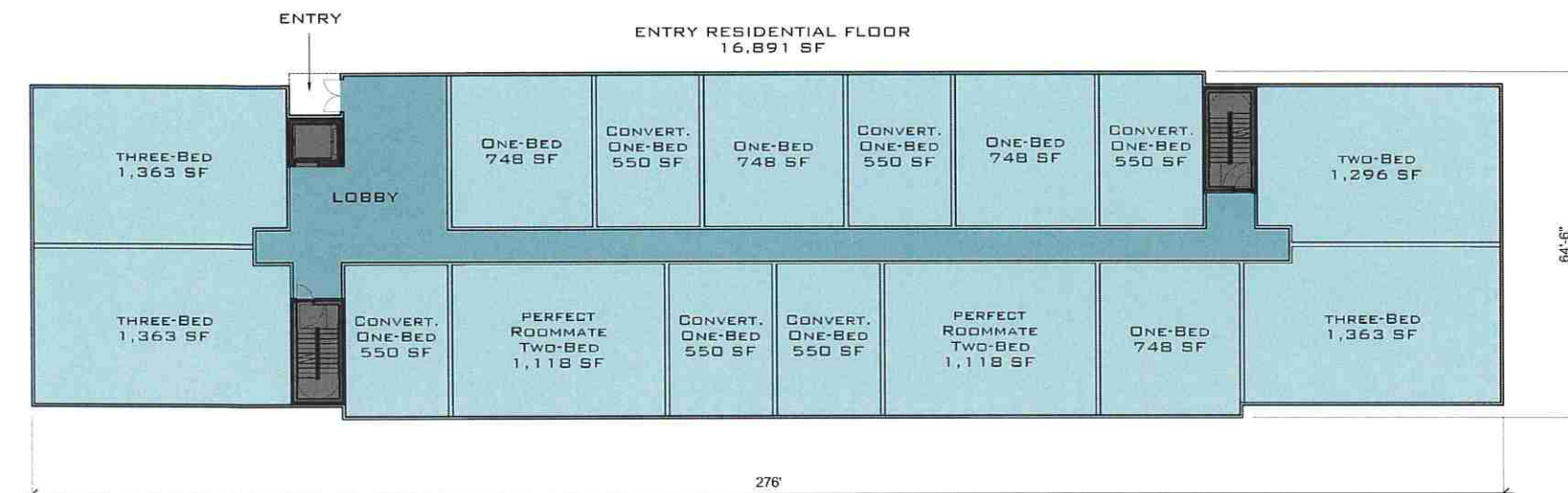
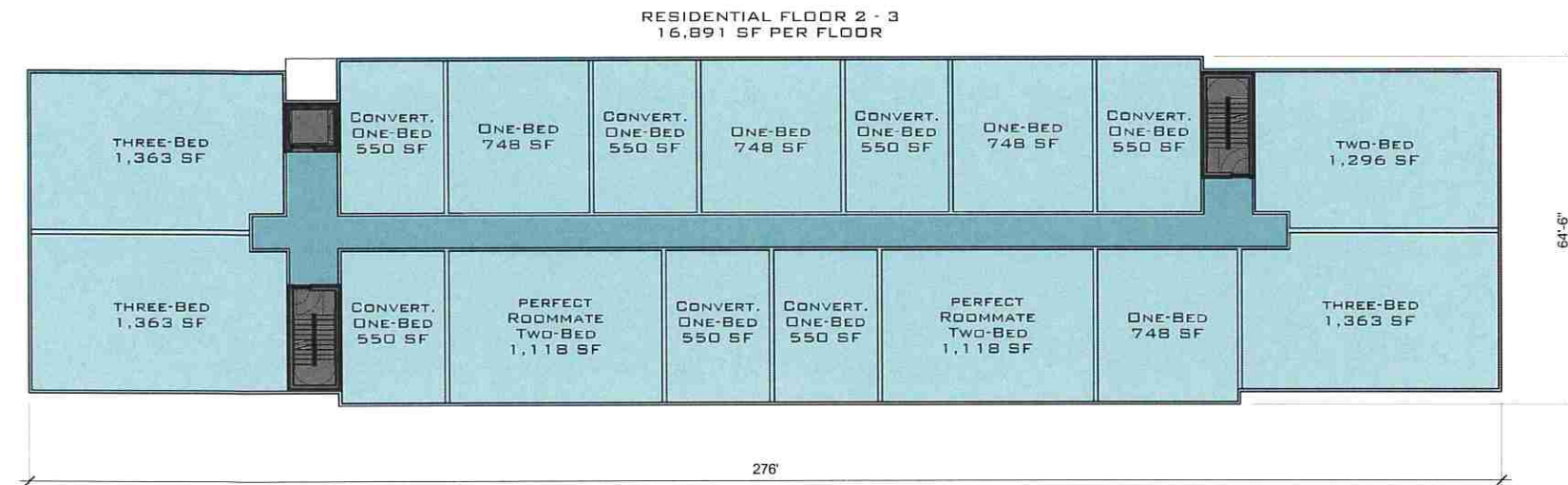
CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING

 M A N D E L G R O U P   STRIEGEL AGACKI STUDIO

DESIGN UPDATE

06.02.22

## 50 UNIT, THREE-STORY MULTI-FAMILY BUILDING



TYPICAL RESIDENTIAL  
FLOOR 18,584 SF PER FLOOR

## CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING



STRIEGEL AGACKI STUDIO

DESIGN UPDATE

06.02.22

PARKING & UNIT MATRIX

RESIDENTIAL PARKING RATIO COMPARISON	Pabst		Cedarburg	Number of Buildings
Two-Story Building Units	302		160	10
Three-Story Building Units	0		150	3
Total Units	302		310	13
PARKING	Pabst	Stalls per Unit	Cedarburg	Stalls per Unit
Enclosed Spaces				
Two-Story Buildings	128	0.42	60	0.375
Three-Story Buildings	0	0.00	147	0.98
Total Enclosed Stalls	128		207	
Detached Spaces				
Detached Garage Stalls	81	0.27	50	0.315
Total Detached Spaces	81		50	
Surface Spaces				
Two-Story Surface Stalls	369	1.22	195	1.22
Three-Story Surface Stalls	0	0.00	57	0.38
Total Surface Spaces	369		252	
GRAND TOTAL	578		510	



TWO-STORY BUILDING

UNIT TYPE TOTALS							
FLOOR LEVEL	CONVERTIBLE ONE BED	ONE BED	ONE BED DEN	ROOMATE TWO BED	TWO BED	THREE BED	FLOOR TOTAL
FLOOR 1	0	4	1	1	2	1	9
FLOOR 2	0	1	1	2	2	1	7
TOTAL	0	5	2	3	4	2	16
% OF TOTAL	0%	31%	13%	19%	25%	13%	100%

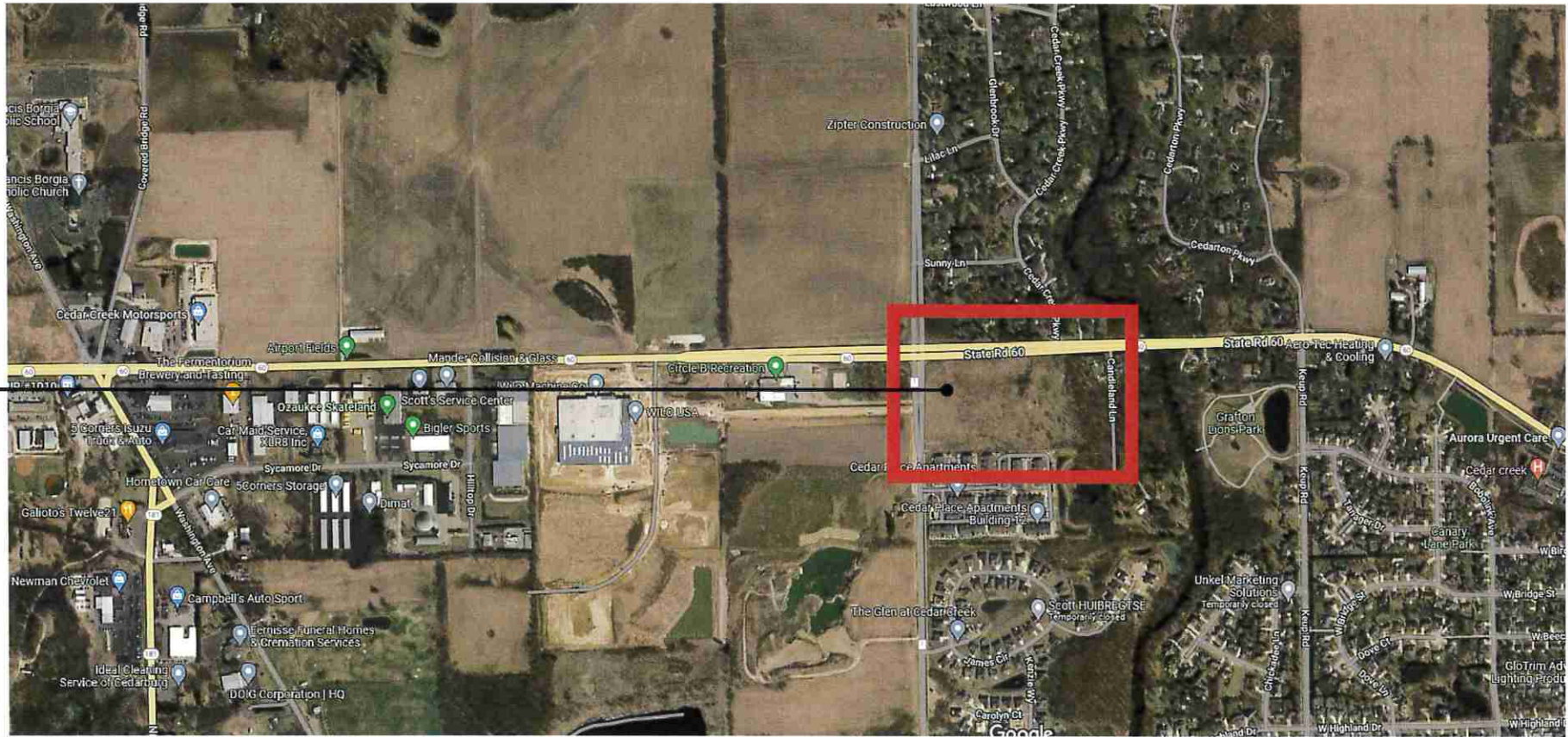
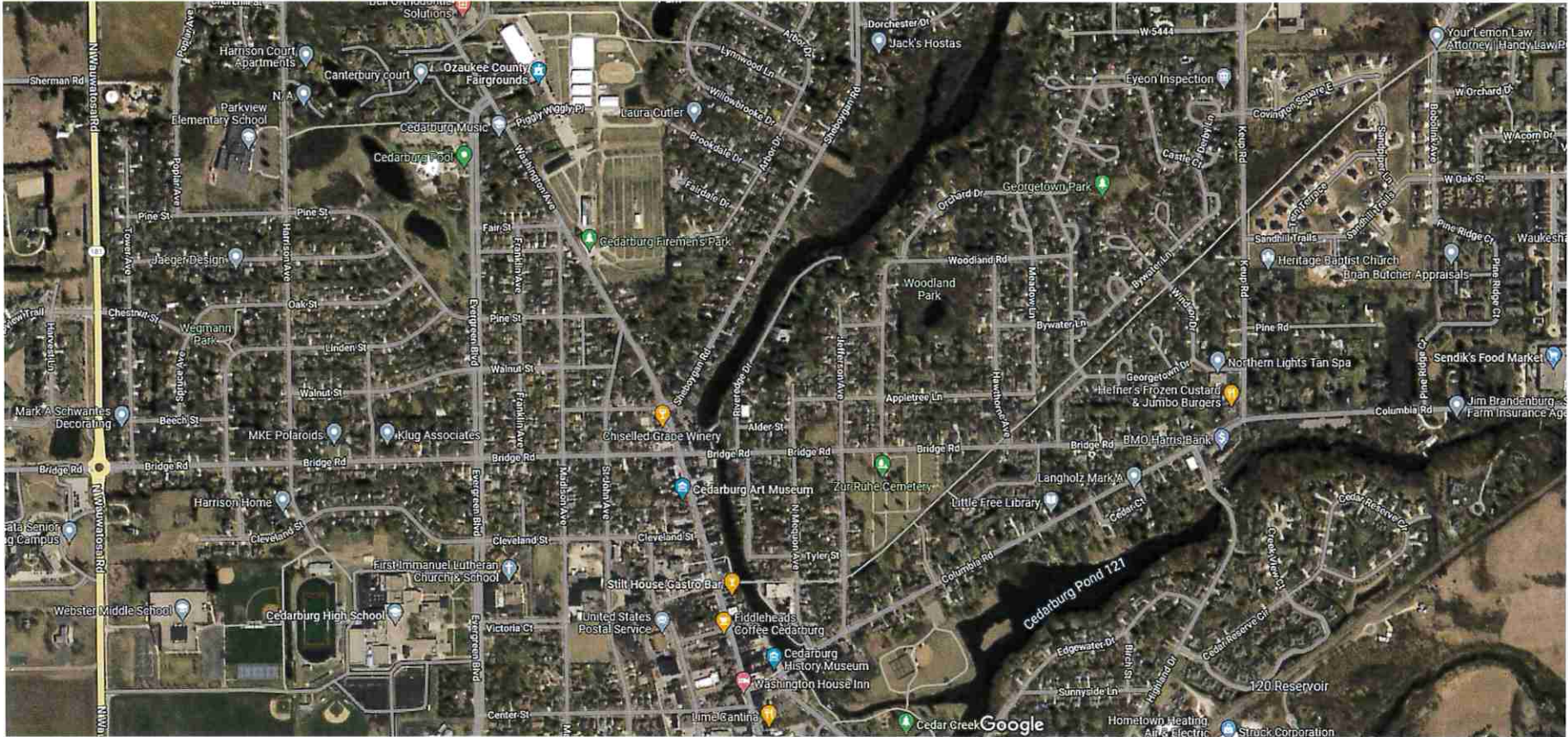
THREE-STORY BUILDING

UNIT TYPE TOTALS							
FLOOR LEVEL	CONVERTIBLE ONE BED	ONE BED	ONE BED DEN	ROOMATE TWO BED	TWO BED	THREE BED	FLOOR TOTAL
FLOOR 1	6	4	0	2	1	3	16
FLOOR 2	7	4	0	2	1	3	17
FLOOR 3	7	4	0	2	1	3	17
TOTAL	20	12	0	6	3	9	50
% OF TOTAL	40%	24%	0%	12%	6%	18%	100%

THREE-STORY 'L' BUILDING

UNIT TYPE TOTALS							
FLOOR LEVEL	CONVERTIBLE ONE BED	ONE BED	ONE BED DEN	ROOMATE TWO BED	TWO BED	THREE BED	FLOOR TOTAL
FLOOR 1	7	2	1	2	3	2	17
FLOOR 2	8	2	1	2	3	2	18
FLOOR 3	8	2	1	2	3	2	18
TOTAL	23	6	3	6	9	6	53
% OF TOTAL	43%	11%	6%	11%	17%	11%	100%





CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING

DESIGN UPDATE



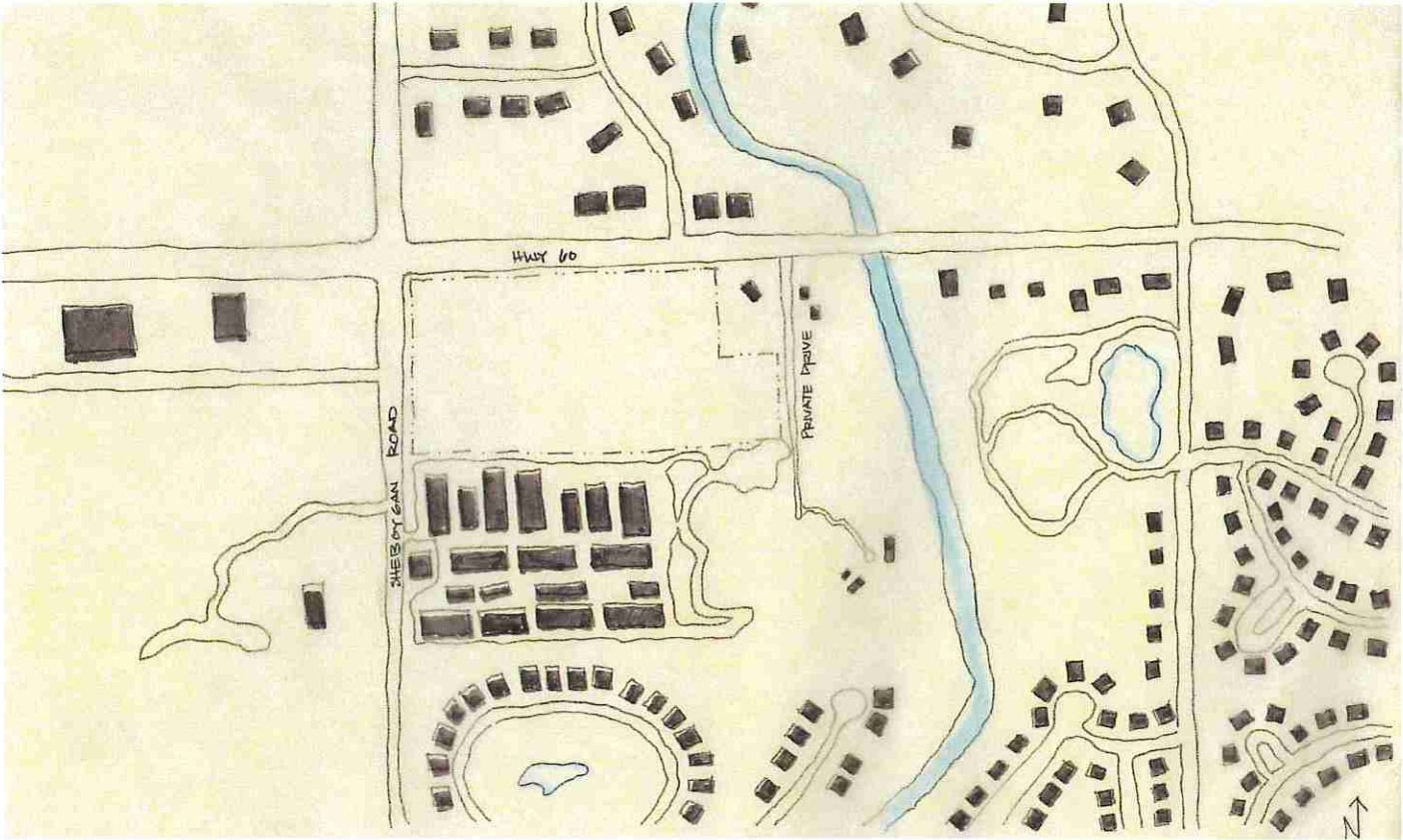


CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING

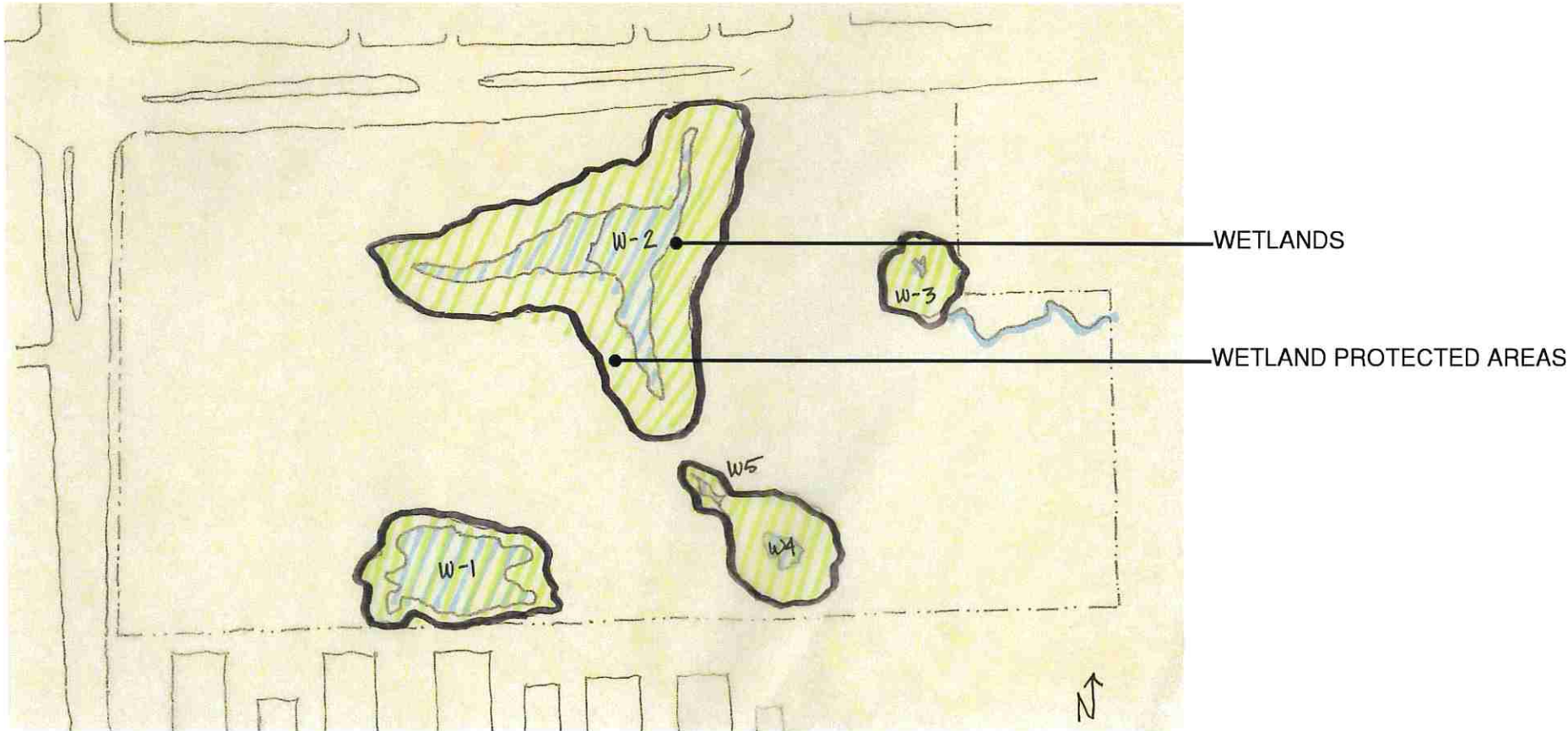
DESIGN UPDATE



LOCALIZED FIGURE GROUND



WETLANDS DELINEATION



CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING

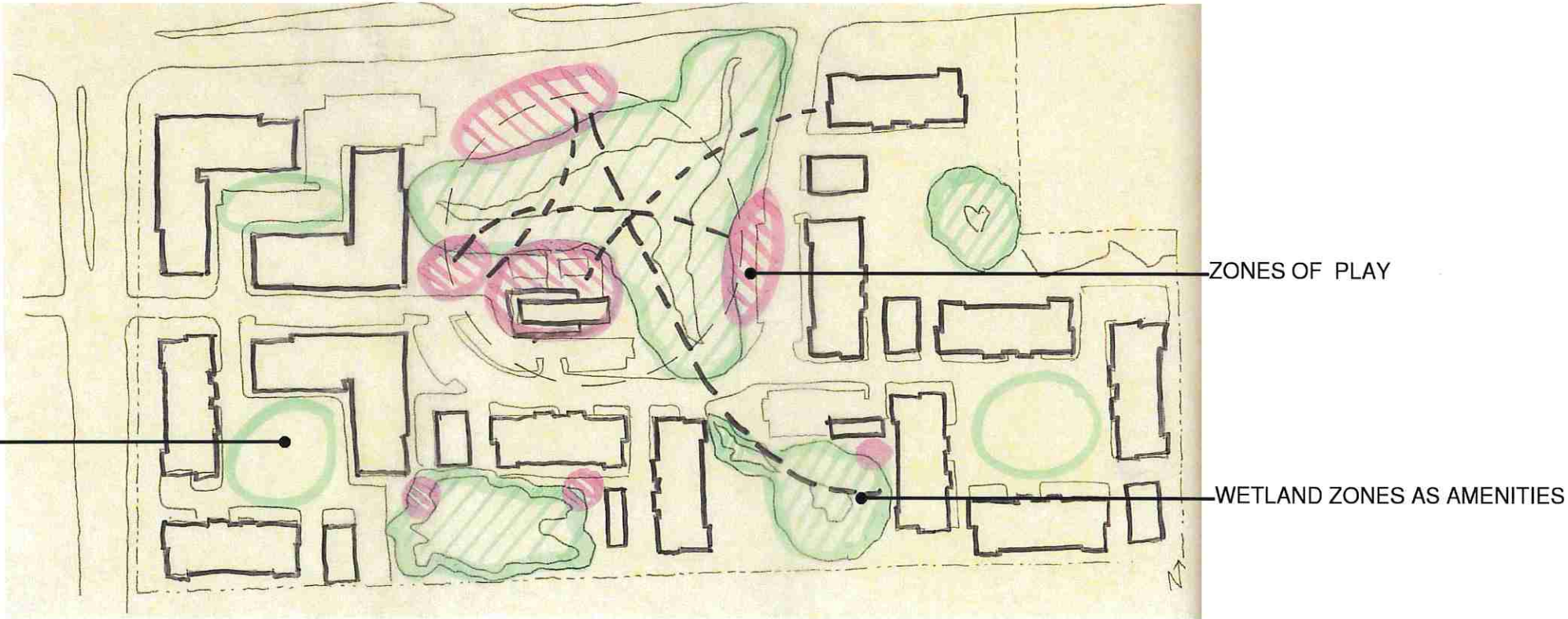


THREE DISTINCT ZONES



NODES: BUILDINGS SITED TO  
CREATE INTIMATELY SCALE D  
OUTDOOR SPACES

CENTRALIZED ORGANIZATION



CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING



PLACE



PATH



TEXTURE







# CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING



STRIEGEL AGACKI STUDIO

DESIGN UPDATE

06.02.22



# SITE PLANNING SCHEMES

RECEIVED

JUN 16 2022

CITY OF CEDARBURG

CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING

 **MANDEL GROUP**

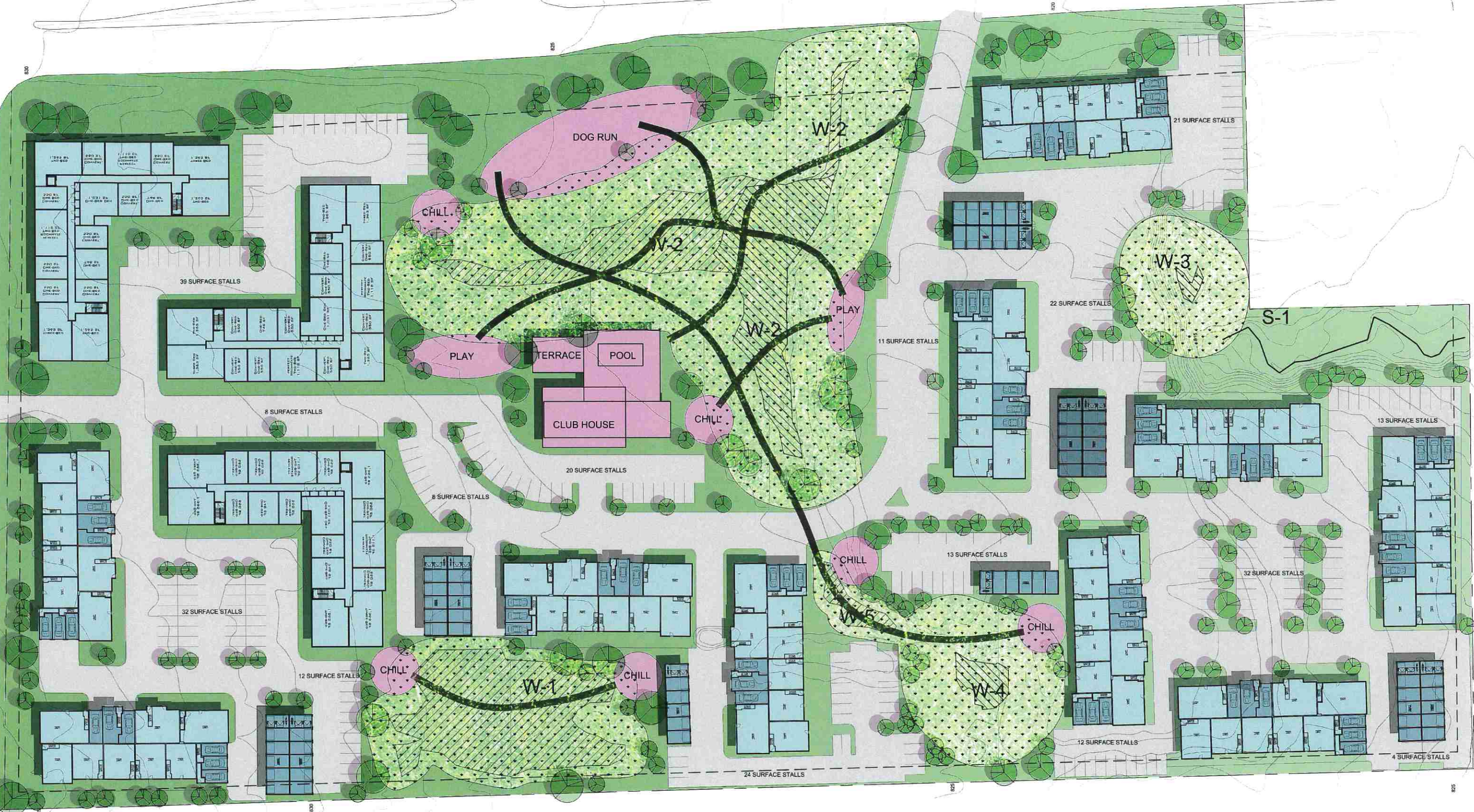
STRIEGEL AGACKI STUDIO

DESIGN UPDATE

06.02.22



SCHEME A: CENTRALIZED CLUBHOUSE



CEDAR PLACE





CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING





CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING

 M A N D E L G R O U P

STRIEGEL AGACKI STUDIO

DESIGN UPDATE

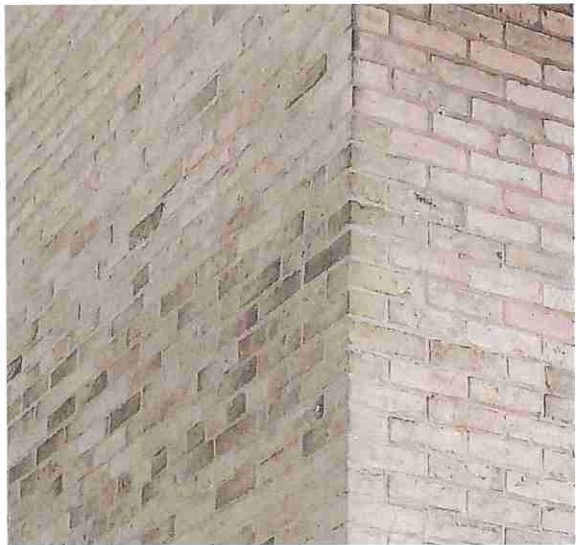
06.02.22



INDIGENOUS



RANDOM RUBBLE MASONRY



BRICK MASONRY



FIBER CEMENT BOARD & BATTEN /  
LAP SIDING



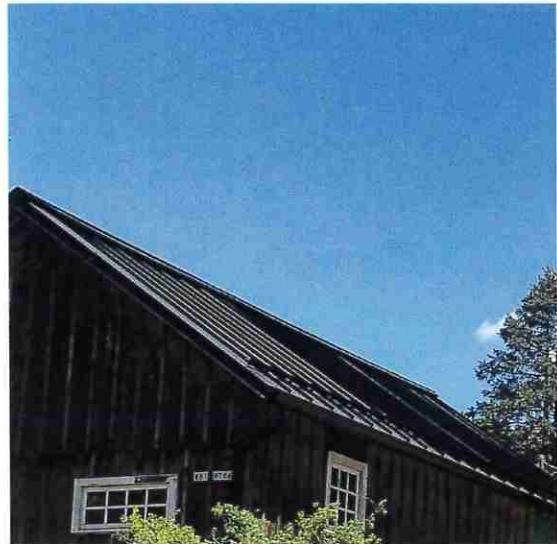
FIBER CEMENT BOARD & BATTEN  
SIDING



UNFINISHED WOOD SIDING



FINISHED WOOD SIDING



METAL ROOFING



ASPHALT ROOFING WITH METAL  
ROOF ACCENTS



MATERIALITY

PROPOSED



VALDERS MOUNTAIN CREST  
HERITAGE ANTIQUE LIMESTONE



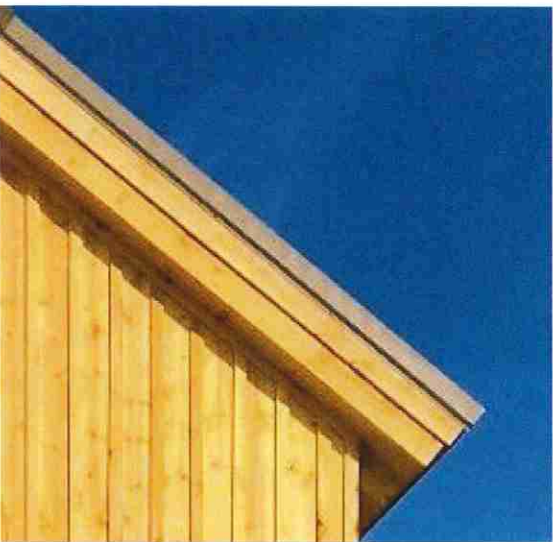
COUNTY MATERIALS SMOOTH  
MODULAR FACE BRICK



FIBER CEMENT BOARD & BATTEN  
SIDING



WOOD SIDING, WEATHERING  
STEEL ACCENTS



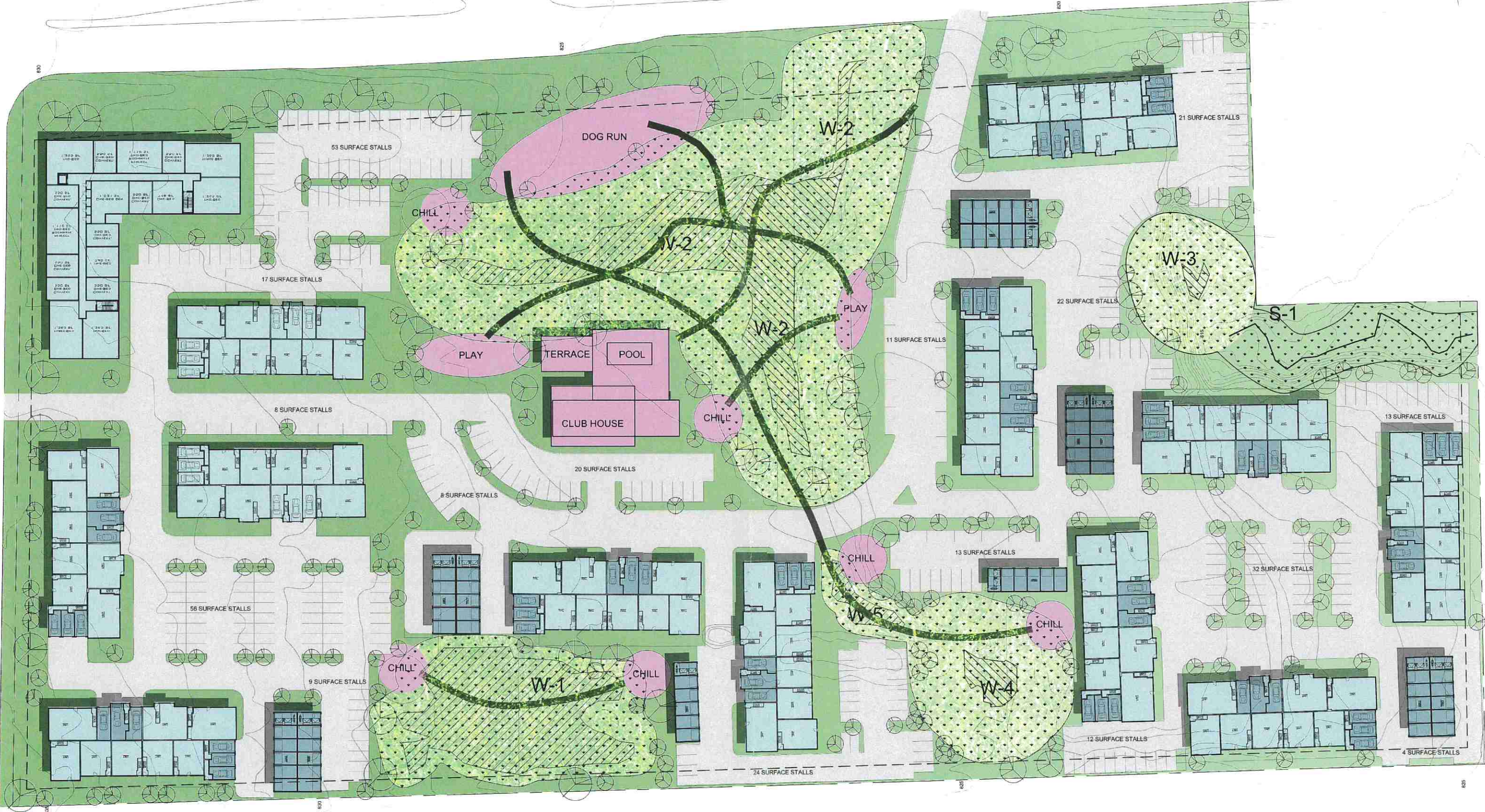
DIMENSIONAL ASPHALT SHINGLES  
WITH STANDING SEAM METAL ROOF  
ACCENTS

CEDARBURG APARTMENTS: PRELIMINARY SITE PLANNING



SCHEME A: CENTRALIZED CLUBHOUSE

OPTION 2



CEDAR PLACE



## July 5, 2022 Plan Commission Minutes Excerpt

### REQUEST CONCEPT REVIEW FOR PROPOSAL OF A MULTI-FAMILY DEVELOPMENT LOCATED ON THE VACANT PARCEL ON THE SOUTHEAST CORNER OF HIGHWAY 60 AND SHEBOYGAN ROAD – MANDEL GROUP INC/DAN ROMNEK

Planner Censky advised Commissioners that the subject parcel is classified in the Comprehensive Land Use Plan as commercial. However, Petitioner Romnek has been working with the current owners on potentially using this site for a multi-family residential development and has approached the Plan Commission for their consultation and feedback. While Planner Censky believes that the location of this site, which runs along a state highway and major local arterial, would be appropriate for multi-family use, he believes that with other recently approved multi-family developments in the City, Commissioners should discuss whether the City is nearing its saturation point for these types of projects.

Originally, Petitioner Romnek submitted a plan that consisted of 310 luxury apartment units that featured common areas and green space. After having further discussed his plans with City Staff and taking their feedback into account, he came up with a second option that would bring the number of units down to 250, therefore reducing the density on the 17-acre site.

Commissioners discussed the plans and noted their approval that the substantial wetlands have been protected and the developer has included the use of materials that are native to the area. Commissioners agreed that if the Petitioner decides to move forward with this project, they prefer the option that supports a lower density. Also, they agreed that the plan should include a commercial element in order to support the surrounding residents and business park. Commissioner Cain pointed out a similar, recent type of residential development in Grafton, featuring residential use of the upper floors and commercial space that houses a small brewery. She observed their common outdoor area, which is visible from the street, appears to be very welcoming with seating, tables and fire pits, and seems to be a popular gathering space. She recommended that the developer consider this type of space when incorporating the commercial aspect into their design.

Several residents from the surrounding neighborhoods were present at the meeting to voice their concerns about this type of use of the parcel and the effect of increased traffic on Sheboygan Road (CTH I). Planner Censky reiterated that this agenda item is for a consultation only, with no action being requested at this time. Mayor O’Keefe stressed that it is important to maintain a balance between stagnation and over saturation when it comes to City planning.

**APPLICATION FOR LICENSE  
TRANSIENT & TEMPORARY PUBLIC ENTERTAINMENT**  
(Section 7-6 of City of Cedarburg Municipal Code)

CITY OF CEDARBURG  
W63 N645 Washington Avenue  
P.O. Box 49  
Cedarburg, Wisconsin 53012

Phone (262) 375-7606  
Fax (262) 375-7906

NAME OF OWNER Ronald J. Kedrowicz  
(first) (middle initial) (last)

NAME OF BUSINESS/COMPANY Rainbow Valley Rides Inc.

PERMANENT ADDRESS P.O. Box 60 Almond, WI 54909

PHONE NO. (715) 366-2073 or (715) 592-4526

NAME(S) & ADDRESS(ES) OF PERSON IN CHARGE:

Ronald J. Kedrowicz 11/08/1966  
(first) (middle) (last) (date of birth)

LOCATION OF ENTERTAINMENT Cedarburg Firemen's Park  
Ozaukee County Fairgrounds

TYPE OF ENTERTAINMENT Carnival

DATE(S) Aug. 3 - Aug 7, 2022 TIME: From Wed. 4-10pm, Thurs-Sat. Noon-10pm to Sun. Noon-5pm

NAME, ADDRESS & TELEPHONE NUMBER OF SPONSOR:

Mark E. Larson 414-477-8136  
(first) (middle) (last) (phone no.)

P.O. Box 173 Cedarburg WI  
(street) (city) (state)

LAST THREE CITIES, TOWNS OR VILLAGES WHERE SIMILAR ACTIVITIES WERE CONDUCTED, INCLUDING DATES OF ACTIVITIES: (NAME, ADDRESSES, PHONE NO., SPONSORS)

<sup>5-27-22</sup>  
<sup>5-30-22</sup> Dan Jansen Fest 5151 W. Layton Ave. Greendfield WI 53221 Julie Rome  
<sup>6-10-22</sup>  
<sup>6-12-22</sup> St. John Viannny Parish 1755 W. Calhoun, Brookfield WI 53045 Joe Czukas  
<sup>6-24-22</sup> Greek Fest 646 S. 84th St. West Allis, WI 53214 Greg K. 414-539-1543  
<sup>6-26-22</sup> PLACE(S) & PHONE NUMBER(S) WHERE APPLICANT CAN BE CONTACTED FOR AT LEAST  
SEVEN DAYS AFTER LEAVING THIS CITY:

Chip Kedrowicz 715-340-3541

HEALTH CERTIFICATES FOR FOOD HANDLERS FILED WITH CITY CLERK (IF FOOD AND/OR DRINK IS PREPARED, HANDLED AND SOLD): \_\_\_\_\_



DATE OF LAST STATE INSPECTION OF AMUSEMENT RIDES AND OTHER MECHANICAL  
DEVICES: 6-28-2022  
month/day/year

THE CITY RESERVES THE RIGHT TO REQUIRE INSPECTION OF ALL TENTS BY THE  
CEDARBURG FIRE INSPECTOR.

**REQUIREMENTS:**

**LICENSE FEE** - \$50 per day

**BONDED INSURANCE** - Applicants who are nonresidents of Ozaukee County, Wisconsin, or residents of said county whose principal place of business is located outside of Wisconsin, shall file with the City Clerk a Clean Up Bond in favor of the City of Cedarburg in the principal sum of \$5,000 which shall be maintained in full force and effective for a period of one year commencing on the date of issuance of license.

**INSURANCE** - A certificate of liability insurance naming the City of Cedarburg as an additional insured in the amount of not less than \$1,000,000 for personal injury and property damage coverage shall also be filed with the City Clerk with the condition that the applicant shall indemnify and save harmless the City and its officers and agents and citizens against any injuries and damages resulting or arising from the conducting of any public entertainment for which the license is issued or from the performance by the applicant or his agents of any negligence incident to or pay all judgments, costs and charges that may be recovered against the City or any of its officers or agents by reason of the conduct of such public entertainment, together with the cost of defending any such action against the City, including actual attorney's fees.

**EMPLOYEE LIST** - Five days prior to entering the City of Cedarburg, a list of each person employed or otherwise engaged in such entertainment shall be provided to the Chief of Police, Cedarburg Police Department, W75 N444 Wauwatosa Road. [Tel: (262) 375-7620; Fax: (262) 375-7424] Also prior to opening each day, the applicant shall provide to the Chief of Police an updated list of each person employed or otherwise engaged in entertainment. If a complete list is not provided to the Chief of Police each day, the applicant may not open. This list shall include the full (first, middle and last) name, date of birth, driver's license number (including state) and current residence of each person.

I voluntarily grant the City of Cedarburg the right to investigate the statements I have made in this application. I understand the City of Cedarburg will be doing a background check on each employee, pursuant to Ordinance No. 98-27. I hereby certify that the above statements are true and correct.

Teri Hedrawis  
Signature

6-25-22  
Date

~~~~~

**FOR OFFICE USE ONLY**

|                                                              |                                  |
|--------------------------------------------------------------|----------------------------------|
| Date application received:                                   | <u>7-7-22</u>                    |
| Date Certificate of Insurance received:                      | <u>                    </u>      |
| Date Clean Up Bond received (if applicable):                 | <u>requested waiver</u>          |
| Date of Common Council action:                               | <u>                    </u>      |
| Date of approval of employee list by Chief of Police:        | <u>sent list to AD on 7-7-22</u> |
| Date fee paid @ \$50/day Amt: <u>\$250</u>                   | <u>OK# 11156</u>                 |
| Health Certificate received (if applicable):                 | <u>                    </u>      |
| Date last State Inspection of rides & mechanical devices:    | <u>6-28-22</u>                   |
| Date of Fire Inspector's approval of tent(s)(if applicable): | <u>                    </u>      |

Revised 5/04



## Ozaukee County Agricultural Society

Sponsors of

### OZAUKEE COUNTY FAIR

Cedarburg, Wisconsin 53012

City of Cedarburg  
City Clerk's Office  
Washington Ave.  
Cedarburg, WI 53012

Regarding: Ozaukee County Fair Carnival  
Rainbow Valley Rides  
Clean up Bond

The Ozaukee County Agricultural Society sponsors the Ozaukee County Fair, would like to request a waiver of the cleanup bond required of our carnival for the 2016 Ozaukee County Fair. Fair dates are August 3-7, 2022.

As the Ozaukee County Agricultural Society is sponsoring the Fair, all our vendors are responsible to us to leave the grounds in the condition they found them.

Ultimately, our organization sees to it that this is what happens.

Thank you.

Sincerely,  
Ozaukee County Agricultural Society, Inc.

*Jody Brzezinski*

Jody Brzezinski

Secretary, Ozaukee County Agricultural Society

Office: 262-375-6185

Cell: 262-442-8261

Email: [jobreezy2@yahoo.com](mailto:jobreezy2@yahoo.com)

**CITY OF CEDARBURG**  
**BUDGET CALENDAR 2022 (2023 Budget)**

|                      |                                                                                                                                                                                                             |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>June 15</i>       | Budget Memorandum distributed.                                                                                                                                                                              |
| <i>July 11</i>       | Council Sets Budget Priorities                                                                                                                                                                              |
| <i>August 5</i>      | Copy of proposed budget narrative, Capital Plan, and line-item budgets to Finance Director and City Administrator. Preliminary proposed budget review process for board, committee and commission comments. |
| <i>September 2</i>   | Department proposed budget requests due to Finance Director and City Administrator.                                                                                                                         |
| <i>September 6-9</i> | Department meetings with City Administrator and Finance Director to discuss your current year budget and 2022 requests.                                                                                     |
| <i>September 20</i>  | Finance Committee Review of Budget                                                                                                                                                                          |
| <i>September 26</i>  | Budget delivered to Council.                                                                                                                                                                                |
| <i>October 10</i>    | Council review of budget.                                                                                                                                                                                   |
| <i>October 24</i>    | Consider proposed budget.                                                                                                                                                                                   |
| <i>November 14</i>   | Consider proposed budget. Official public budget hearing for citizen comments                                                                                                                               |
| <i>November 28</i>   | Final budget adoption.                                                                                                                                                                                      |

## CITY OF CEDARBURG

**MEETING DATE:** 7/11/2022

**ITEM NO:** 7.D.

**TITLE:** Discussion and possible action on 2023 Budget Priorities

**ISSUE SUMMARY:** The Common Council sets the budget priorities annually to guide the development of the budget. In past years the department heads have provided their budget requests to the Common Council but due to having to adjust for inflation, allow for cost of living increases, and to fund current priorities for the City all other increases will not be considered unless requested by the Mayor and/or Common Council.

Inflation has increased fuel, equipment, and other project costs that will require budget increases for all departments. These costs are currently unknown.

Cost of Living (COLA) is set at 5.9%. If we increase staff wages by 6% the annual increase to the city will be around \$320,000. If we increase staff wages by 3% the annual increase will be around \$160,000. We are currently seeing some municipalities recommending 6% increases and evaluating other benefits to help with staff retention.

### Current Priorities

- 1) **EMS Services.** Additional full-time FF/EMT's/Paramedics are needed to decrease call response times and to respond to increased calls. The recommended additional staffing levels for 2023 will be funded by a potential grant from Ozaukee County. The increased cost from 2022 to 2023 for the city is estimated at \$10,000.
- 2) **Health Insurance.** Moving to the State Health Insurance plan in 2023 will have long-term savings for the City but the initial surcharge cost will potentially increase the budget by \$428,152 in 2023.
- 3) **Email server change from the County to private provider.** Ozaukee County has advised us that they will no longer handle emails for municipalities. This, along with a Federal requirement to switch to .gov email addresses requires us to switch to Office 365. The increase for 2023 is estimated at \$30,000 with an annual increase of around \$6,000.
- 4) **Street Repairs.** Increased street repair project costs. Based on asphalt prices being increased by 40% this Spring we will either need to increase the budgeted amounts or do less street repairs in 2023.
- 5) **Public Safety.** An increase in new developments within the city and additional safety measures required for festivals, parades, and other events is taxing our police department. To assist with public safety a need for an additional officer is being requested. Estimated cost is \$124,276 with benefits. This cost is being offset with the elimination of third shift dispatch.

### Other Considerations

- 1) Sludge hauling fees have increased exponentially for the Wastewater Treatment Plant. These increases along with other equipment cost increases will require an increase in the sewer rate for 2023.
- 2) Seasonal Staffing shortage has been a concern that will require us to evaluate increasing part-time wages for them. This includes grass-cutters, parks maintenance, lifeguards, pool customer service, summer playgrounds, and other seasonal staff.
- 3) Police, Fire/Rescue and Public works overtime for events/parades/runs/walks is increasing. To offset these costs we are looking to revise our policies to include the cost of public safety services for them.
- 4) Hiring and retaining crossing guards has become more difficult as well. In 2022 we had to rely on full-time officers on occasion on overtime to help cover shifts. Half of the cost was billed to the School District but the rest had to be covered by the PD overtime budget. This might require an increase in their budget for 2023.

### Debt

- 1) 2022 tax rate (equalized) for debt service is 1.24. This will decrease to 1.01 in 2023 which amounts to a decrease of \$341,296. Additional borrowing will be done in 2022 for the HWY 60 business park and a DPW dump truck. Payments on these will not start until March of 2024. Borrowing for the Western Ave public road project will need to be done in late 2022 or early 2023. Both the HWY 60 and Western Ave borrowing will be paid through the TID's.

### Revenue Opportunities

We seek to find new revenue opportunities or cost savings to reduce the effect of these increases for our residents. Here are some of the recommendations for 2023. Other opportunities will be discussed further as we continue to work on the budget.

- 1) Add an annual renewal fee of \$30 for DPW access cards. Potential revenue between \$10,000 - \$15,000 annually.
- 2) Increase appliance pickup fee from \$25/each item to \$50/each item. Potential revenue of \$10,000 annually.
- 3) Increase pet license fee from \$5.00 to \$8.00. Potential revenue of \$1,600

### Fund Balance (General Fund) – estimated 2022 year end

Total: \$3,044,311

Minimum: \$1,600,000

Maximum: \$2,500,000

**STAFF RECOMMENDATION:** Seeking direction from the Common Council.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

None

**BUDGETARY IMPACT:** Varies based on Council recommendations.

**ATTACHMENTS:** None

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

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

## CITY OF CEDARBURG

**MEETING DATE:** July 11, 2022

**ITEM NO:** 7.E.

**TITLE:** Discussion and possible action on approval of an additional Patrol Vehicle in 2023 to the Cedarburg Police Department

**ISSUE SUMMARY:** Currently we have 5 marked patrol cars in addition to one dedicated K9 squad and our new marked SRO car. The last two cars are not available to the rest of the patrol officers because they are assigned to the School Resource Officer and K9 officer. The SRO vehicle replaced one of our unmarked squad cars to help alleviate some of the shortages and we also wanted more visibility at the schools.

We also have the SSO (School Safety Officer) who takes a marked squad, so we are left with 4 marked cars for the rest of patrol. When one goes down for repairs or during our special events we are often out of cars and officers must either wait at the station for a car or double up which is not efficient.

**STAFF RECOMMENDATION:** We recommend using some of the savings from dispatch for an additional patrol car

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:** The funds would come out of our dispatch budget. Cost for a new marked patrol car is approximately \$59,279.36  
Squad-\$34,517.00  
Upfit (lights, siren, etc...)- \$15,977.36  
Computer-\$4,000  
Camera System and printer-\$3,600  
Graphics- \$1,185

**ATTACHMENTS:** N/A

**INITIATED/REQUESTED BY:** Chief Michael McNerney

**FOR MORE INFORMATION CONTACT:** Chief Michael McNerney

## CITY OF CEDARBURG

**MEETING DATE:** July 11, 2022

**ITEM NO:** 7.F.

**TITLE:** Discussion and possible action on approval of adding an additional Patrol Officer in 2023 to the Cedarburg Police Department

**ISSUE SUMMARY:** The goal of the Cedarburg Police Department is to keep the crime rate low and quality of life high and a big part of that is unobligated patrol time. This is one of the biggest crime prevention strategies and our current staffing levels limit our ability to do this. Adding more patrol staff will allow officers more unobligated time so that they can concentrate on patrol and visibility to prevent crime and keep our citizens safe.

We have attached a thorough staff study completed by Captain Fitting and Sergeant Schellinger on the policing needs of the city. They researched several key areas to include our comparable sized cities, population size, growth, and tourism. We have not added an additional officer to the department since 2002 while over that same period we have added 23 subdivisions, and this does not include any pending proposals or the additional business park on State Highway 60. The number of festivals and special events that are held within the city have increased along with the attendance levels at these events since 2002, straining our ability to properly staff them. The growth in our festivals and special events has increased the number of visitors to the city daily which is also a draw on our available resources.

**STAFF RECOMMENDATION:** We recommend using some of the savings from dispatch for an additional patrol officer.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:** The funds would come out of our dispatch budget. Third year patrol officer pay with benefits \$124,276.

**ATTACHMENTS:** Staff study conducted by Captain Fitting and Sergeant Schellinger

**INITIATED/REQUESTED BY:** Chief Michael McNerney

**FOR MORE INFORMATION CONTACT:** Chief Michael McNerney



**Resource Allocation Study for the  
Cedarburg Police Department  
Prepared by Captain Ryan Fitting and Sergeant Thomas Schellinger**



## **Executive Summary**

The complexity of its policing situation coupled with anticipated growth in housing and commercial development prompted the Cedarburg Police Department to examine the appropriateness of its staffing and structure to identify current and future opportunities for improvement. This is a preliminary report to provide recommendations. This report reviewed statistical information from the records management system and other sources, and review of related internal and external reports and publications.

## **Methodology**

Staff utilized information from the following sources in conducting its analysis and preparing this report:

- Statistical Information—data from the Records Management System and other operational sources was forwarded to us for review and analysis
- Related Reports—prior internal reports related to staffing as well as relevant external reports were made available for our review

## **Patrol Staffing Analysis Methodology**

Determining efficient and effective staffing levels for a police department is a complex process with several challenges. The Cedarburg Police Department needs to have sufficient staffing to provide 24-hour service every day of the year and at the same time allocate personnel proportionally to the anticipated patrol workload.

The patrol staffing methodology developed and implemented by the Cedarburg Police Department is based on Northwestern University Center for Public Safety (NUCPS) police resource allocation methodology. The methodology measures are grounded in the agency's actual workload. To accomplish the goals of this project, we evaluated workload data sets for calendar years 2018, 2019, and 2021. 2020 was not considered due to COVID as sick-time usage, benefit time off, and the reduction in self-initiated activity would produce statistical outliers. Utilizing a three-year strategy provides a sound foundation for estimating calls for service for the Cedarburg Police Department.

In contrast to this method, a traditional approach would simply use a ratio of one officer per thousand residents in the service area population. If this method were to be used, the first issue would be to decide which population figures should be used. The second issue is that this method ignores levels of calls for service and crime rates. Finally, this method would not consider either the unique demographic and economic character of the city or the vision, mission, values, and goals of the agency. The most significant planning information, in our opinion, is reflected in the pattern of actual activities recorded over a substantial period of time.

- The chart below shows comparable jurisdictions as to population only.
- The chart shows that Cedarburg falls in the lower half of comparables as it relates to sworn officers per 1,000 residents.

| Comparable Jurisdictions |                         |                    |                               |
|--------------------------|-------------------------|--------------------|-------------------------------|
| Name                     | City/Village Population | Number of Officers | Officers per 1,000 population |
| Glendale                 | 13,357                  | 46                 | 3.44                          |
| Lake Geneva              | 8,227                   | 25                 | 3.04                          |
| Brown Deer               | 12,507                  | 31                 | 2.48                          |
| Baraboo                  | 12,556                  | 28                 | 2.23                          |
| Burlington               | 11,047                  | 21                 | 1.90                          |
| Verona                   | 14,030                  | 26                 | 1.85                          |
| Grafton                  | 12,094                  | 22                 | 1.82                          |
| Shorewood                | 13,895                  | 25                 | 1.80                          |
| Plover                   | 13,519                  | 24                 | 1.78                          |
| Two Rivers               | 11,271                  | 20                 | 1.77                          |
| <b>Cedarburg</b>         | <b>12,121</b>           | <b>21</b>          | <b>1.73</b>                   |
| Hartford                 | 15,626                  | 27                 | 1.73                          |
| Platteville              | 11,836                  | 20                 | 1.69                          |
| Whitefish Bay            | 14,954                  | 25                 | 1.67                          |
| Port Washington          | 12,353                  | 20                 | 1.62                          |
| Stoughton                | 13,173                  | 21                 | 1.59                          |
| Fort Atkinson            | 12,579                  | 20                 | 1.59                          |

## Application of Quantitative Analysis

The Center for Public Safety's resource allocation study process is based in quantitative analysis of calls for service. This process has been proven and applied to law enforcement agencies throughout the United States and is taught to command level personnel during NUCPS's School of Police Staff and Command. This process provides accountability for workload of the department and accounts for all time spent on patrol activities.

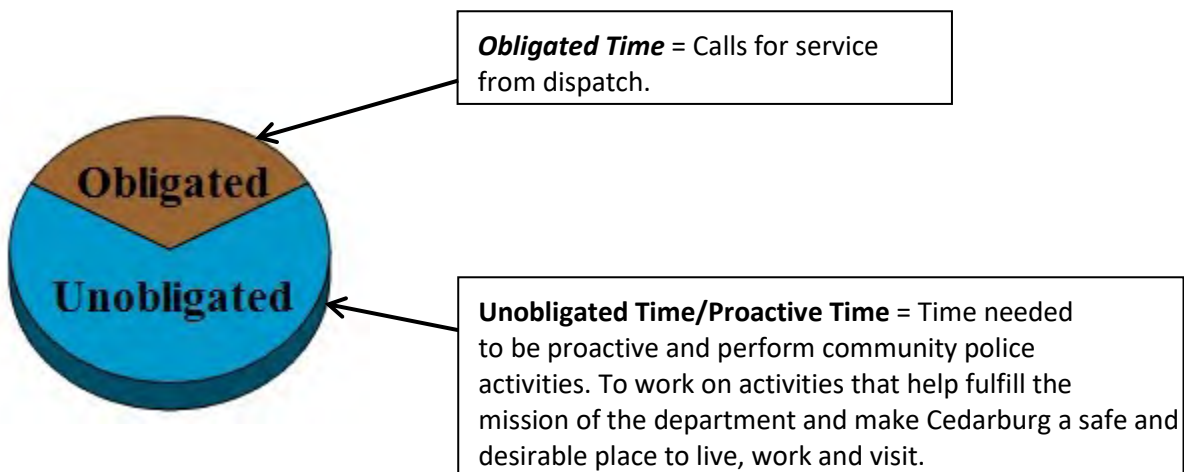
Cedarburg Police Officers account for their workload in a computer-based records management system (Phoenix). The records management system (Phoenix) captures each activity officers perform along with important dates and times including dispatch times, arrival times, cleared times, and total time for calls for service. We obtained the call for service data for 2018, 2019, and 2021. This data was then analyzed to forecast a predicted rate of calls for service and develop a staffing level recommendation for the department.

## Analysis of Total Patrol Time Needed

To define total staff size of a patrol section, law enforcement best practice is to determine how much time officers will spend on obligated and unobligated time and then set staff numbers to meet desired levels of service. **TOTAL PATROL TIME** is the sum of obligated and unobligated time. Obligated time is time officers spend on handling calls for service. Unobligated or Proactive time is that time that is available for officers to be proactive and perform community policing activities. By reviewing data sets collected from Cedarburg Police Department, we were able to determine how much total patrol time is needed and utilize that data to develop a recommendation for staff size.

Total Patrol Time (TPT) = Total obligated time (TOT) + Total unobligated time (TUT)

*What does an average patrol hour look like?*



## **A. Establishing Obligated Time Requirements**

The first step in our analysis was to determine Cedarburg Police Department's (CPD) *TOTAL OBLIGATED TIME*. To make this determination, we reviewed the calls for service handled by CPD for 2018, 2019, and 2021. This recent three-year history presents the best basis for predicting future calls for service made by the public to the Cedarburg Police Department. The following table summarizes the CPD three year calls for service history.

### **CEDARBURG POLICE DEPARTMENT CALLS FOR SERVICE**

#### **A. Establishing Obligated Time Requirements (cont.)**

##### *Analysis of Calls for Service (CFS) by Year*

##### *Actual Calls for Service (CFS) by Year*

| Year | 2018  | 2019   | 2021   | Obligated time average |
|------|-------|--------|--------|------------------------|
| CFS  | 9,781 | 12,166 | 12,905 | 9051 hours             |

- Average CFS per year = 9,920
- Average obligated time per year = 9,051 hours
- Average time per CFS = 111 minutes

Data collected for 2018 through 2021 demonstrated a steady increase year-over-year calls for service.

#### ***CALCULATING OBLIGATED TIME***

As outlined above, CPD data evidenced that the average time elapsed from when an officer receives a call to clearing from the call is 111:00 minutes. However, the amount of time to prepare the report required by the call is not directly tied to the call by the RMS or the time required for backup officers. The time per call for service does not include back up units. To account for this, it is recommended to use an estimate of 30 minutes of obligated time for a backup officer per call for service and report writing. 9,920 calls for back-up and report writing @ 30 minutes = 4,960 hours.

- Obligated time for calls for service: 9,051 hours
- Obligated time for back-up officer: 4,960 hours
- Total obligated time: 14,011 hours**

## Establishing Unobligated Time Requirements

The next step is to determine how much unobligated time CPD officer's need. Unobligated time is also referred to as proactive time. While obligated time refers to the amount of reactive policing time required to respond to calls for service. Unobligated time is critical for police departments to prevent crime and to create safe neighborhoods. An analogy is, would a citizen rather have the police respond to take a burglary report or prevent the burglary from occurring. Unobligated time is key in progressive policing to create safe neighborhoods by reducing crime, fear, and disorder. Additional use of unobligated time includes:

- Be visible
- Improve the quality of police service
- Establish and maintain relationships
- Ensure safe roadways
- Reduce officer burnout
- Attend mandated training
- Enable spontaneous training
- Allow time for follow-ups
- Decrease response times
- Provide officer breaks
- Allow time for Community and/or Problem Oriented Policing

Determining how much unobligated time an officer needs is a strategic decision based upon both quantitative and qualitative factors. In its resource allocation work, NUCPS recommends unobligated patrol officer time to range from 25 to 35 minutes of each obligated patrol hour.

Chief McNerney has requested, for resource planning purposes, officers should have at least 30 minutes of unobligated time in each hour of patrol. The Chief advised us that this amount of time is necessary to maintain our number one priority of "public safety" and to work toward the mission: "Our mission is to work in partnership with the city to protect and enhance the quality of life for all who live, work, or visit our community."

To determine the amount of unobligated/proactive time we must first establish the performance factor. This is calculated using the following formula.

*Date Source:* Chief McNerney and NUCPS recommendation of unobligated time per hour = 30 minutes

$$\text{Performance Factor (Fperf)} = \frac{Mu}{60 - Mu}$$

$$\text{Performance Factor (Fperf)} = \frac{30}{60 - 30}$$

$$\text{Performance Factor (Fperf)} = \frac{30}{30} = 1$$

A performance factor of 1 means that CPD will spend the same amount of hours on unobligated/proactive time as it does on obligated time.

### **Calculation of Unobligated Time**

Data Source: Performance Factor ( $F_{\text{perf}}$ ) = 1

Total Obligated Time = 14,011 hours

$$\begin{aligned}\text{Total Unobligated Time} &= F_{\text{perf}} \times \text{TOT}(\text{Total Obligated Time}) \\ &= 1 \times 14,011 \\ &= 14,011 \text{ hours}\end{aligned}$$

CPD Police Total Unobligated Time = 14,011 *hours*

### **Establishing Total Required Patrol Time**

Our analysis to this point has established that Cedarburg Police Department has Total Obligated Time of 14,011 hours and requires Total Unobligated Time of 14,011 hours in order to meet its enforcement and service level goals and fulfill its mission in an efficient and effective manner. Total Patrol Time is determined by adding obligated and unobligated time together.

Total Patrol Time (TPT) = Total Obligated Time (TOT) + Total Unobligated Time (TUT)  
Total Obligated Time (TOT) = 14,011 hours  
Total Unobligated Time (TUT) = 14,011 hours  
Total Patrol Time (TPT) = 28,022 hours

**Cedarburg Police Total Patrol Time = 28,022 *hours*.**

Therefore, the Cedarburg Police Department must have staffing adequate to cover 28,022 hours per year. Knowing how many hours are needed for coverage, the department can then look at staffing levels and time off from work considerations to determine specific headcount requirements.

### **Determining Shift Relief Factor**

Having determined the current effective staffing level for patrol officers, the next step in determining specific headcount requirements is to analyze the number of total hours needed to cover one shift position in relation to the average amount of time off per officer. This is needed because officers do not work every day of the year. The Shift Relief Factor (SRF) is a multiplier that defines the number of officers required to staff one shift position every day of the year. The SRF for agencies is affected by the amount of time off of patrol duties which is given to each officer.

It is important to understand that SRF is based on averages calculated on the data collection period. Using the SRF does not guarantee that the appropriate number of officers will appear for duty each day. The number of officers that will be on duty each day can vary due to both

scheduled and unscheduled time off. This section will present the quantitative analysis and calculations needed to define the Cedarburg Patrol Section Shift Relief Factor.

## Data Sampling

To determine the Shift Relief Factor (SRF) for the Patrol Section, data was collected from January 1, 2019, through December 31, 2021. This data was collected for all sworn personnel.

## Shift Relief Factor Formula

The formula for achieving the Shift Relief Factor is:

$$SRF = \frac{(365 \times \text{Shift Length})}{(365 \times \text{Shift Length}) - (\text{Average Hours Off Patrol per Year per Officer})}$$

CPD Patrol Section shift length is 8.25 hours. Therefore, we need to calculate the *AVERAGE HOURS OFF PATROL PER YEAR PER OFFICER*. This is accomplished by utilizing the following data:

1. Regular Schedule Time Off (RSTO) – Normally scheduled days off work
2. Benefit Time Off (BTO) – Benefit time such as vacation, personal days, sick, etc.
3. Non-Patrol Time (NPT) – Time for scheduled training

**1. Regular Schedule Time Off (RSTO):** The duty cycles of CPD patrol officers is 5 on 2 off, 4 on 2 off, which yields a factor of 6 off-duty days per cycle and a duty cycle length (DCL) of 13 days. The following formula is used to find the regular schedule time off:

$$RSTO = \frac{\text{Total time period} \times \text{Number of Off Duty Days}}{\text{Duty Cycle Length Days (DCL)}}$$

$$RSTO = \frac{365 \times 4}{13} = 112.3 \text{ days off a year} \quad RSTO = 112.3 \text{ days.}$$

**2. Benefit Time Off (BTO):** Benefit time off is based on analysis of vacation and sick leave used in 2018, 2019 and 2021. The data is time *actually used*, not time earned by employees. Based on the data collected, the following benefit use levels were found.

### Benefit Time Off

|                   | Hours  |
|-------------------|--------|
| Vacation          | 156.75 |
| Sick Leave        | 42.3   |
| Comp Time         | 87.5   |
| Personal Holidays | 16     |



|               |       |
|---------------|-------|
| Paid holidays | 74.25 |
|               | 376.8 |

BTO = Average vacation time used per officer + average sick time used per officer

BTO = 376.8 hours or 45.7 days off average per officer

CPD police officers take an average of 45.7 days of benefit time off each year.

**3. Non-Patrol Time (Training):** CPD officers must train for a minimum of 24 hours per year to maintain their law enforcement certification.

### Calculating the Shift Relief Factor

The Shift Relief Factor (SRF) formula requires establishment of the average hours off work per year for officers. This average is the sum of the two factors established in the prior sections:

- |                                     |                   |
|-------------------------------------|-------------------|
| 1. Regular Schedule Time Off (RSTO) | = 112.3 days/year |
| 2. Benefit Time Off (BTO)           | = 45.7 days/year  |
| 3. Non Patrol Time (NPT)            | = 3 days/year     |
| Average Time Off Patrol             | = 161 days/year   |

Based on the data collection and calculations the average time off patrol per year per officer is **161 days or 1,328 hours.**

**Shift Relief Factor (SRF) formula =**

$$SRF = \frac{365 \times \text{Shift Length}}{(365 \times \text{Shift Length}) - (\text{Average Hours Off Patrol Per Year Per Officer})}$$

Data Source: Shift length = 8.25 hours and the Average time taken = 161 days

$$SRF = \frac{365 \times 8.25}{(365 \times 8.25) - (161 \times 8.25)}$$

$$SRF = \frac{3011}{(3011) - (1328)}$$

$$SRF = \frac{3011}{1683}$$

$$SRF = 1.79$$

### **Cedarburg Police Department Shift Relief Factor (SRF) = 1.79.**

This is the multiplier that is used to determine the number of officers required to effectively staff the department.

### **Determining Total Number of Officers Needed**

The determination of the total number of officers needed is made by taking the Shift Relief Factor or multiplier, times the number of shift positions needed per day.

TOTAL NUMBER OF OFFICERS = (SRF) X # of Shift Positions per day.

*Date Source:* SRF = 1.79

Shift Length = 8.25 hours

Total Patrol Time = 28,022 hours

$$No = \frac{1}{Shift\ Length} \times \frac{Total\ Patrol\ Time\ (TPT)}{\#\ of\ days\ in\ collection\ period}$$

$$No = \frac{1}{8.25} \times \frac{28022}{365}$$

$$No = \frac{1}{8.25} \times 77$$

No = 9.3 officers/shift positions

*Date Source:* SRF = 1.79

Nu = Officers

TOTAL NUMBER OF Officers = (SRF) X # of Shift Positions per day.

TOTAL NUMBER OF Officers = (1.7) X 9.3 = 17 Officers

### **CPD Police Department Required Number of Patrol Officers for Calls for Service = 17**

Currently, the Department is budgeted for fourteen (14) patrol officers. Of these (14), there are (2) officers assigned to the schools, and (1) working a hybrid patrol/investigations role. Because of these assignments, (11) officers are dedicated to the patrol function 100 percent of the time.

In summary, the Cedarburg Police Department should add three (3) officers to its authorized strength. This will allow the Police Department to effectively and efficiently patrol the City of Cedarburg, appropriately provide for expected obligated and unobligated time, as well as provide

coverage for officers being off work for regular schedule time off, benefit time off, and non-patrol time off.

## Supplemental Information

- *Cedarburg Police Department added an additional officer in 2002*
- *Since 2002, the following building projects have occurred or are scheduled:*

| New Subdivisions/Apartments Since 2002 |                       |
|----------------------------------------|-----------------------|
| Subdivision/Apartment Name             | Number of Homes/Units |
| Top View Trails                        | 85                    |
| Fox Run Development                    | 230                   |
| Arabella Apartments                    | 69                    |
| Fairway Village                        | 113                   |
| Prairie View Subdivision               | 80                    |
| Cedarburg Trail                        | 26                    |
| Cedar Place Apartments                 | 192                   |
| The Glen at Cedar Creek                | 69                    |
| Sand Hill Trails                       | 43                    |
| Hidden Grove                           | 7                     |
| Fair Field West                        | 6                     |
| Ridge View Ln                          | 10                    |
| Keup Trails                            | 15                    |
| Park Ridge                             | 11                    |
| Seidler Pond                           | 25                    |
| Pine Ridge                             | 10                    |
| Sarangela Subdivision                  | 25                    |
| Cedarburg Place Condos                 | 20                    |
| Hamilton House Assisted Living         | 110                   |
| Richers Subdivision                    | 8                     |
| Dunstone Properties                    | 3                     |
| Lasata Crossings/Heights               | 120                   |
| Mill Town Properties                   | 4                     |
| <b>Total New Homes/Units</b>           | <b>1281</b>           |

- **2022 projected overtime for the following events: 553 hours+**

| <b>Special Event<br/>Population Influx</b>   |                                     |
|----------------------------------------------|-------------------------------------|
| <b>Name</b>                                  | <b>Estimated Average Attendance</b> |
| Strawberry Festival (2 days)                 | 50,000 per day                      |
| Wine and Harvest Festival (2 days)           | 50,000 per day                      |
| Ozaukee County Fair (5 days)                 | 12,000 per day                      |
| Country in the Burg (2 days)                 | 7,000 per day                       |
| Octoberfest (2 days)                         | 5,000 per day                       |
| Winterfest (2 days)                          | 5,000 per day                       |
| Maxwell Street Days (4 days)                 | 8,000 per day                       |
| July 4 <sup>th</sup> , Memorial, CHS Parades | Varies                              |
| July 4 <sup>th</sup> Fireworks               | Varies                              |

## **PATROL OPERATIONS DIVISION RECOMMENDATIONS**

Add a minimum of three (3) Patrol Officers - to ensure sufficient staff to meet expected calls for service and provide the quality of service and community relationships desired.

- **Chart updated to reflect the addition of 3 officers**

| <b>Comparable Jurisdictions</b> |                                |                           |                                      |
|---------------------------------|--------------------------------|---------------------------|--------------------------------------|
| <b>Name</b>                     | <b>City/Village Population</b> | <b>Number of Officers</b> | <b>Officers per 1,000 population</b> |
| Glendale                        | 13,357                         | 46                        | 3.44                                 |
| Lake Geneva                     | 8,227                          | 25                        | 3.04                                 |
| Brown Deer                      | 12,507                         | 31                        | 2.48                                 |
| Baraboo                         | 12,556                         | 28                        | 2.23                                 |
| <b>Cedarburg</b>                | <b>12,121</b>                  | <b>24</b>                 | <b>1.98</b>                          |
| Burlington                      | 11,047                         | 21                        | 1.90                                 |
| Verona                          | 14,030                         | 26                        | 1.85                                 |
| Grafton                         | 12,094                         | 22                        | 1.82                                 |
| Shorewood                       | 13,895                         | 25                        | 1.80                                 |
| Plover                          | 13,519                         | 24                        | 1.78                                 |
| Two Rivers                      | 11,271                         | 20                        | 1.77                                 |
| Hartford                        | 15,626                         | 27                        | 1.73                                 |
| Platteville                     | 11,836                         | 20                        | 1.69                                 |
| Whitefish Bay                   | 14,954                         | 25                        | 1.67                                 |
| Port Washington                 | 12,353                         | 20                        | 1.62                                 |
| Stoughton                       | 13,173                         | 21                        | 1.59                                 |
| Fort Atkinson                   | 12,579                         | 20                        | 1.59                                 |

## CITY OF CEDARBURG

**MEETING DATE:** July 11, 2022

**ITEM NO:** 7.G.

**TITLE:** Discussion and possible action on Tower/Land Lease Agreement

**ISSUE SUMMARY:** US Cellular is relocating their cell tower equipment from the old water tower on Western Ave to the monopole. This requires a new lease agreement with them. The lease agreement has been negotiated between First American Site Acquisition Inc, who is representing US Cellular, and by our City Attorney.

**STAFF RECOMMENDATION:** Staff recommends approval of the lease agreement.

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

**BUDGETARY IMPACT:** Revenue of \$41,523 annually beginning the first year with 3% increases each year after. A one-time payment of \$35,000 is also required to offset the city's cost of constructing the monopole.

**ATTACHMENTS:** Lease Agreement

**INITIATED/REQUESTED BY:** US Cellular

**FOR MORE INFORMATION CONTACT:** Attorney Herband and/or Administrator Hilvo

## TOWER/LAND LEASE AGREEMENT

THIS TOWER/LAND LEASE AGREEMENT (the "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF CEDARBURG, a Wisconsin municipal corporation, ("Cedarburg"), and UNITED STATES CELLULAR OPERATING COMPANY LLC, a Delaware limited liability company ("Tenant"). Cedarburg and Tenant may be individually referred to herein as a "Party", and collectively as "Parties".

In consideration of the terms and covenants of this Lease, and for other good and valuable consideration, the Parties agree as follows:

### 1. Leased Property.

a. Cedarburg is the owner of two parcels of land (the "Land") and a water tower (the "Water Tower") and well pump house (the "Building") both located thereon, in the City of Cedarburg, Ozaukee County, Wisconsin, commonly known as N49 W6411 and N49 W6409 Western Road, Cedarburg, (the Land, Building and the Tower, as hereinafter defined, are collectively referred to herein as the "Property"). The Land is legally described in **Exhibit A** attached hereto.

b. Cedarburg and Westel-Milwaukee Company, Inc., as predecessor in interest to Tenant entered into that certain Tower/Land Lease Agreement dated July 16, 1997, which permits, among other things, Tenant to occupy certain ground space on the Land (within the Building), as well as install certain communications facilities on the Water Tower (the "Water Tower Lease"). Cedarburg has constructed a new monopole tower (the "Tower") for the purpose of serving as a cellular antenna tower, and intends to decommission the Water Tower, at an undetermined point of time in the future.

c. Subject to the terms and conditions of this Lease, Cedarburg leases to Tenant and Tenant leases from Cedarburg: space on the Tower, as described in **Exhibit B-1** attached hereto; a certain portion of the Land legally described in **Exhibit B-2** attached hereto; and all access and utility easements if any, as described on **Exhibit C** attached hereto (collectively, the "Premises").

d. The Water Tower Lease shall remain in full force and effect until the earlier of: (i) the date the Tenant commences installation of its Antenna Facilities (as defined below) on the Tower, or (ii) one hundred and eighty (180) days following the date that Cedarburg provides notice that it is formally decommissioning the Water Tower (the "Commencement Event"). The Commencement Event shall cause the Water Tower Lease to terminate, including the obligation for rental payments under the Water Tower Lease. Tenant shall have ninety (90) days from when the new site is operational, but in no event more than 180 days from the date that Cedarburg provides notice that it is formally decommissioning the Water Tower, to remove its facilities from the Water Tower and restore the Water Tower pursuant to the terms of the Water Tower Lease. In no event shall Tenant's equipment installed on the Water Tower exceed the structural load capacities of Tenant's existing equipment on the Water Tower at the time of execution of this Lease.

2. Term. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term of this Lease shall be ten (10) years, commencing on the Commencement Event ("Initial Term"). Tenant shall have the right to extend this Lease for three (3) additional five (5) year terms, subject to the terms and conditions of this Lease. This Lease shall automatically be renewed for each successive renewal term unless Tenant shall notify Cedarburg of Tenant's intention not to renew the Lease at least six (6) months prior to the expiration of the initial term or any renewal term.

3. Rents.

a. The term "Rent" includes rent paid to Cedarburg. Rent shall be paid in equal monthly installments on the first day of the month, in advance, to Cedarburg, Attention City Treasurer, or to such other person, firm or place as Cedarburg may, from time to time, designate in writing pursuant to Paragraph 14 below.

b. The annual Rent shall be Forty One Thousand Five Hundred and Twenty Three (\$41,523.00) Dollars, payable as provided in the preceding paragraph and to be mailed to the City of Cedarburg, W63 N645 Washington Avenue, and P.O. Box 49, Cedarburg, WI 53012-0049. On each annual anniversary of the Commencement Event (as hereinafter defined) the annual Rents shall be increased by an amount equal to three (3%) percent of the previous year's Rent. The Parties agree that they shall acknowledge in writing the Commencement Event date. The Parties acknowledge and agree that initial Rent payment(s) shall not actually be sent by Tenant until thirty (30) days after a written acknowledgement confirming the Commencement Event Date. Rent will be prorated on a daily basis for any partial year. In addition, the Tenant will be able to take a credit against the unamortized amount of rent already paid to Cedarburg under the Water Tower Lease if the payment occurs before the Commencement Event date.

c. If, at the end of the third (3rd) five (5) year extension term, this Lease has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms, and conditions, and at the rental amount specified for the third (3rd) five (5) year extension term, for a further term of one (1) year and for annual terms thereafter until terminated by either Party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. The Initial Term and all extensions shall be collectively referred to herein as the "Term."

d. As additional consideration to induce Cedarburg to construct the Tower to accommodate Tenant's structural load requirements, and avoid future maintenance costs or other related maintenance, Tenant covenants and agrees to provide to Cedarburg the sum of Thirty-Five Thousand (\$35,000.00) Dollars within sixty (60) days of the Commencement Event Date. If this Lease is terminated prior to the Commencement Event date, including for reasons stated in Section 5(a)(2), any monies paid by Tenant under this Section 3(d) shall be refunded to Tenant within thirty (30) days from the termination date of Lease.

e. For any party to whom Rent payments are to be made, Cedarburg or any successor in interest of Cedarburg hereby agrees, upon request from Tenant, to provide to Tenant: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) the completed necessary paperwork so that the Tenant can pay the Rent via direct deposit and (iv) other documentation to verify such other party's right to receive Rent as is reasonably requested by Tenant. Rent shall accrue in accordance with this Lease, but Tenant shall have no obligation to deliver Rent until the reasonably requested documentation has been received by Tenant. Upon receipt of the requested documentation, Tenant shall deliver the accrued rental payments as directed.



4. Use. Tenant may use the Premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Tenant by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease. Tenant shall use the Premises in compliance with all federal, state, local laws and regulations. If for any reason Tenant's use of the Premises fails to comply with any federal, state or local law and Tenant fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, provided that such thirty (30) Days shall be extended as reasonably necessary in the event that Tenant is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days. Cedarburg agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises.

5. Installation of Improvements, Access, Utilities.

a. Tenant shall have the right, subject to the terms and conditions set forth herein, at its sole cost and expense, to install, operate and maintain on the leased portions of the Property the improvements described in **Exhibit D** attached hereto ("Antenna Facilities"). Tenant shall undertake, as described in more detail herein, at its sole expense, structural studies of the Tower and the impact of the addition of the Antenna Facilities thereon before and after the installation of the Antenna Facilities. All such improvements shall be constructed in accordance with Cedarburg's specifications and according to a site plan approved by Cedarburg. The equipment stored or operated by Tenant on the Premises, for the benefit of Tenant, shall remain the exclusive property of Tenant. Tenant agrees that all cabling shall be internal within the Tower, with the exception of the ground space identified on **Exhibit B-2**.

1) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the engineering studies specified in subparagraphs 5(a)(2), (3), and (4) below on the Structure to be conducted at Tenant's expense. Cedarburg shall cooperate with Tenant in its efforts to obtain and retain such approval and shall take no action that would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. Tenant shall not consider this Lease, or the negotiations to enter into a lease, as alleviating the Tenant from any and all requirements for Tenant to obtain needed certificates, permits, zoning, and other approvals including conditional use permits or other special approvals required by City, County, State or Federal Governments.

2) Structural Engineering Certification. Before obtaining a building permit, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified engineer, showing that the Tower is able to support the Antenna Facilities, as shown on **Exhibit D** and Tenant's Site Application and Plan, attached hereto, marked **Exhibit E**, and incorporated herein by reference, and provisions for additional comparable antenna loads from additional tenants. If the study finds that the Tower is inadequate to support the proposed and/or future antenna loads, Tenant shall modify its loading to be within the Tower's structural capacity. If Tenant cannot reduce its loading to be within the Tower's overall loading, either party may terminate this Lease and, if terminated prior to the Commencement Event date, any monies paid by Tenant under 3(d) shall be refunded to Tenant.

3) Construction, Alteration and Replacement. Tenant may erect and operate an antenna array in accordance with **Exhibit D**. Tenant agrees that it will install only antennas that Tenant knows will not interfere with existing antennas as of the date of this Lease.



i) **Alteration.** If Tenant seeks any alteration of the Antenna Facilities, and such alteration results in a change to the Tower space, or an addition to the overall quantity of its equipment on the Tower or the structural load on the Tower from that load approved by Cedarburg at the commencement of this Lease and as shown in **Exhibit D**, then, it must first pay the reasonable cost of an evaluation carried out by an independent and qualified professional demonstrating that (i) the alteration will not result in interference with existing antennas, and that (ii) the Tower can structurally support the alteration. Tenant must obtain Cedarburg's consent prior to installation of any alteration(s); however, such consent will not be unreasonably withheld. If Tenant seeks to expand the ground space shown on **Exhibit B-2 or Exhibit C**, Tenant must obtain Cedarburg's consent. Any alteration increasing Tower space, ground space, or structural load on the Tower may increase the annualized rental provided in Section 3.b. herein. Cedarburg shall use reasonable efforts to respond to Tenant's request for alteration of equipment on the Tower within thirty (30) days of its receipt of: i) the evaluation described in this Section; ii) a completed site application; and iii) permit application for said alteration.

ii) **Replacement.** Tenant may replace the Antenna Facilities, or any portion thereof, from time to time, upon the prior written consent of Cedarburg. Before Tenant may replace the Antenna Facilities, or any portion thereof, Tenant shall notify Cedarburg and provide Cedarburg with a detailed proposal for such replacement. A "replacement", as that term is used herein, is considered the direct replacement of items with equipment of the same size, weight, and location as the equipment being replaced. Replacement of equipment with equipment of larger size, increased weight, or different vertical location may, at Cedarburg's discretion, be determined to be an alteration, subject to the terms of Section 5(a)(3)(i), herein.

4) **Construction Plans.** For the initial installation of all Antenna Facilities and for any and all subsequent replacements, alterations, and/or modifications thereof, or additions thereto, Tenant shall provide Cedarburg with two (2) sets of construction plans ("Construction Plans") of the equipment and improvements installed on the Leased Premises consisting of the following:

- i) line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
- ii) specifications for all planned installations;
- iii) diagrams of proposed Antenna Facilities;
- iv) a complete and detailed inventory of all equipment and personal property of Tenant actually placed on the Leased Premises. Cedarburg retains the right to survey the installed equipment.

As-built drawings shall be easily readable and Cedarburg shall be provided a copy in paper and electronic "PDF" form.

Tenant shall provide Cedarburg, within thirty (30) days after Tenant's installation of the Antenna Facilities, with a Site Application and Plan in electronic file format, consisting of as-built drawings of the

Antenna Facilities and the improvements installed on the Property, which show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the Property, inventory of all equipment, personal property, and Antenna Facilities.

5) Contractor Approval. Any contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the Tower must be pre-approved by Cedarburg prior to performing any work of any kind on the Property, approval not to be unreasonably conditioned, withheld, or delayed. Contractor information to include at the minimum:

- Name and contact information
- Experience
- OSHA violations within the previous three (3) years.

Cedarburg reserves the right to reject any and all contractors the Tenant may choose for the installation work as determined to be in the best interests of Cedarburg.

6) Inspection.

a. Consulting engineering inspection will be provided beginning with the preconstruction conference and continuing through installation/construction/punch-list and verification of as-builts at project completion as determined solely by Cedarburg, at Tenant's expense. Tenant shall, pursuant to any applicable permit applications, pay for all costs of Cedarburg's inspections/installation project management costs for this project within thirty (30) days after Cedarburg sends an invoice for such fees to Tenant. In addition to consulting and engineering inspection costs, Tenant shall reimburse Cedarburg for all costs associated with reviewing this Lease and approving Tenant's application, including but not limited to all attorneys' fees, staff and administrative review time and third-party consultant fees and expenses. All fees and invoices must be paid within thirty (30) days after Cedarburg sends Tenant an invoice for the same. Prior to energizing Tenant's system (start up), all punch list items related to installation must be substantially complete, unless waived in writing by Cedarburg. All aforementioned fees, including permit fees, are not to exceed two thousand five hundred dollars (\$2,500) in the aggregate for each permit application.

b. Tenant, at all times during this Lease, shall have foot or motor vehicle, including trucks, access to the ground space on the Property, described in **Exhibit B-2**, seven (7) days a week, twenty-four (24) hours a day, in order to install, operate and maintain its operations at the Premises. Tenant shall have free access to the Tower, upon twenty-four (24) hours advance notice, for the purpose of installing and maintaining the said equipment. In the event of an emergency, requiring immediate access to the Tower, Tenant shall contact the Cedarburg Police Department non-emergency dispatch, and shall reimburse, within thirty (30) days, any overtime or consultant costs incurred by Cedarburg related to the emergency access. Cedarburg shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the Property and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant or persons under their direct supervision will be permitted to enter the Premises. In order to prevent the unauthorized entry onto the Property by the public during Tenant's use of the Premises, Tenant shall secure the Property by locking the access gate immediately after its entry onto and exit from the Property.

c. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that has a legal right to provide service to the Property (including a standby power generator for Tenant's exclusive use); provided, however, Tenant shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith, and all utilities will be buried.

d. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Term.

e. Tenant will adhere to all OSHA, FCC, or other governmental agency safety and regulatory requirements, including signage or notices as required by law.

f. There will be no advertising of any kind, or use of the Tenant's name on the Premises or on any structure on the Property.

g. Disturbed turf areas will be replaced with sod by Tenant at Tenant's cost. Any damage to the adjacent bicycle path caused by Tenant's use of the Premises shall be repaired by Tenant at Tenant's cost in a manner to return said bicycle path to its condition prior to the time said damage occurred.

6) Reasonable Approval. Both Parties shall not unreasonably withhold, delay or condition approvals required under this Lease.

7) Interference.

a. Tenant's installation, operation, and use of its Antenna Facilities under this Lease shall not damage or interfere in any way with Cedarburg's activities at the Property. Cedarburg, at all times during this Lease, reserves the right to take any action reasonably required to repair, maintain, alter, or improve the Premises. Cedarburg agrees to give reasonable advance notice of such activities to Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount interference with Tenant's transmission operation.

b. With the exception of Cedarburg's current tenants on the Tower, in the event any other party requests permission to place any type of additional antenna or transmission facility on the Tower or the Property after Tenant, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with Tenant's transmission operations. If Cedarburg receives any such request, it shall submit the proposal to Tenant for review for non-interference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between the Parties regarding the proposed additional installation and its potential for interference with Tenant's transmission operation shall be resolved by submitting the issue for dispute resolution, pursuant to Section 22.f. of this Lease.

c. This Lease is made with the knowledge of both Parties that Cedarburg has additional tenants on the Tower. If tenants cannot reach a mutually satisfactory agreement regarding

equipment or antenna placement, an independent third party will decide the matter, as spelled out between them in the lease between Cedarburg, and each tenant.

d. Tenant warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. Tenant will be responsible for resolving any intermodulation problems with other preexisting users of the Property, for equipment installed and operated by Tenant, provided that the pre-existing user(s) are also in compliance with FCC requirements.

8) Termination.

a. Except as otherwise provided herein, this Lease may be terminated by one Party upon thirty (30) days prior written notice to the other Party as follows:

1) By either Party, upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party, provided that such thirty (30) day period shall be extended as reasonably necessary in the event that the Party alleged to be in default is proceeding in good faith and with due diligence to cure such default but is unable to do so within thirty (30) days;

2) By Tenant, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business.

3) By Tenant, if the Property is or becomes unacceptable (other than due to signal interference) under the Tenant's design or engineering specifications for its Antenna Facilities or the communication systems to which the Antenna Facilities belong;

4) By Tenant, if Tenant determines that the Premises are not appropriate for its operations due to signal interference (other than interference caused by antennae or transmission facilities, operated by (y) Cedarburg's tenants or (z) any subsequent tenant on the Tower, if Tenant has failed to object under Section 7(b) to the proposal to place additional antennae and/or transmission facilities on the Tower and such antennae and/or transmission facilities are and have been operated in accordance with the proposal submitted to Tenant for its review);

5) By Cedarburg, upon one hundred and eighty (180) days advance written notice, if it determines in its sole discretion that the Tower is structurally unsound for use as a cell tower monopole, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the Tower or the Property from any source, or factors related to condition of the Property.

6) Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Cedarburg fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by Cedarburg, with the exception of any permit review process pursuant to Section 5, herein, if the failure to perform such an obligation interferes with Tenant's ability to conduct its business on the Property; provided, however, that if the nature of Cedarburg's obligation is such that more than fifteen (15) days after such notice is reasonable required for its performance, then it shall not be a default under this Lease if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion. Tenant further



acknowledges Cedarburg's anticipated razing and removal of the Water Tower, described in Section 1, herein, and agrees that such razing and removal will not be an event that interferes with Tenant's ability to conduct its business on the Property.

b. If the Tower is destroyed, dismantled, or removed ("Casualty"), and Cedarburg does not elect, within ninety (90) days of the Casualty, to reconstruct the tower, or, in the alternative, terminate this Lease pursuant to Section 8(a)(5), Tenant shall have the right to construct its own communications tower, at its cost, of design approved by Cedarburg, which approval shall not be unreasonably withheld, delayed, or conditioned, at a location as close as reasonably possible to the location of the Tower so as to give Tenant similar radio signal coverage as Tenant enjoyed from the Tower. If a replacement Tower is constructed by Cedarburg in the same site, Tenant shall have the right without need for public hearing or further permitting process to place Tenant's Antenna Facilities on top of the new replacement Tower at Tenant's cost and in a similar manner as Tenant's Antenna Facilities are installed on the existing Tower. Rent payable to the City shall abate from the time in which Tenant is unable to occupy the Tower and until Tenant is able to occupy the replacement Tower. If Tenant constructs its own communications tower, the Parties shall work in good faith to negotiate revised rent and Lease terms reflecting the fact that Tenant is no longer leasing space on Cedarburg's Tower. The Parties shall enter into an amendment to this Lease with respect to any relocation under this section. The amendment shall also require that new exhibits, once approved, replace those plans attached as exhibits to this Lease.

c. Cedarburg may, at its sole discretion and upon thirty (30) days advance written notice to Tenant, terminate this Lease if Tenant (i) applies for, consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or similar official for itself or for all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary case under the United States Bankruptcy Code, as now or hereafter in effect, seeking liquidation, reorganization, or other relief with respect to itself; or its debts, (iv) files a petition seeking to take advantage of any other law providing for relief of debtors, (v) takes any action under the laws of its jurisdiction of incorporation or organization similar to any of the foregoing, or (vi) takes any corporate action for the purpose of effecting any of the foregoing.

d. Upon termination of this Lease for any reason, Tenant shall remove all of its equipment, personal property, Antenna Facilities, structure and leasehold improvements from the Tower and the Property within sixty (60) days after the date of termination, all at Tenant's sole cost and expense. If Tenant does not remove all of its equipment, personal property, Antenna Facilities, structure and leasehold improvements as specified herein and provided that Cedarburg has given Tenant and any third-party financing entity thirty (30) days prior written notice, Tenant shall pay Cedarburg the costs of removal in an amount not to exceed Fifteen Thousand (\$15,000.00) Dollars.

e. In the event of termination under this Section 8, Prepaid Rent will be refunded to Tenant only in the event this Lease is terminated by Tenant under Section 8(a)(1) as a result of a default by Cedarburg, or Section (a)(5). In any other termination, Tenant shall not receive refunded Rent, in whole or in part.

9) Insurance.

a. Tenant shall, and shall require its contractors, agents, and assigns to obtain and maintain substantially the same coverage required of Tenant, maintain Worker's Compensation

insurance in compliance with the statutory requirement of the state(s) of operation and employer's liability with a limit of One Million (\$1,000,000.00) Dollars each accident/disease/policy limit; Commercial General Liability Insurance coverage, including premises/operations coverage, independent contractor's liability, products/completed operations coverage, contractual liability coverage with a limit of Three Million (\$3,000,000.00) Dollars per occurrence for bodily injury and property damage and Five Million (\$5,000,000.00) Dollars general aggregate, and automobile liability coverage in a combined single limit of not Three Million (\$3,000,000.00) Dollars per occurrence aggregate and including Cedarburg as an additional insured as its interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies. Notwithstanding the foregoing requirements, Tenant agrees to periodically review and adjust these insurance coverage requirements and limits in accordance with then-current market and industry standards during the Term.

b. Tenant shall provide to Cedarburg prior to or upon Commencement Event date, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed, authorized, or permitted to do business in the State of Wisconsin, which includes all coverage required above. During the Term, such policies of insurance shall be provided to Cedarburg upon request, but no more than once annually.

c. Cedarburg shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of contractual liability coverage with a limit of Three Million (\$3,000,000.00) Dollars per occurrence for bodily injury and property damage and Five Million (\$5,000,000.00) Dollars general aggregate as well as all risk property insurance covering all Cedarburg fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles. In addition, to the extent required by law, Cedarburg shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of Five Hundred Thousand and No/100 Dollars (\$500,000).

d. Cedarburg shall provide to Tenant, upon request, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed, authorized, or permitted to do business in the State of Wisconsin, which includes all coverage required above. During the Term, such policies of insurance shall be provided to the Tenant upon request, but no more than once annually.

10) Damage or Destruction of Property. If the Property, Tower, or Antenna Facilities are destroyed or damaged, not as a result of any act or omission of Tenant, so as, in Tenant's judgment, to render the Property unusable as an antenna facility, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Cedarburg. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of any prepaid Rent prorated to the date of termination.

11) Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to or possession of the Property vests in the condemning authority, whichever occurs first. In the event a portion of the Property is taken by eminent domain, either Party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other Party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and Cedarburg shall receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the property, shall belong to Cedarburg, Tenant shall have the right to claim and recover from the condemning authority, but not from Cedarburg, such compensation as may be



separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business by reason of the taking and for or on account of any cost or less to which Tenant might be put in removing and relocating its equipment, personal property, Antenna Facilities and leasehold improvements. Cedarburg will refund all prepaid Rents on the date title to the Property vests in the condemning authority or on the date of termination in the event a portion of the Property is taken by the condemning authority and this Lease is terminated. If as a result of a partial condemnation of the Premises or Tower, Tenant, in Tenant's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, Tenant may, at Tenant's option, to be exercised in writing within fifteen (15) days after Cedarburg shall have given Tenant written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If Tenant does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, Cedarburg shall promptly repair any damage to the Premises caused by such condemning authority.

12) Environmental Definitions for Purposes of this Lease.

a. "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called, "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

b. "Hazardous Material" includes any hazardous, toxic, or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

13) Indemnification.

a. Tenant hereby agrees to indemnify, defend, and hold Cedarburg harmless from and against any claim of liability or loss brought by a third party from personal injury or property damage in connection with the Property or resulting from or arising out of the use and occupancy of the Property by Tenant or its agents. Tenant further agrees to hold and save Cedarburg harmless and indemnify it against and from all claims, liabilities, damages, or reasonable expenses (including reasonable attorney's fees) of any kind, arising from or out of Cedarburg's review and approval of the plans and specifications for Tenant's Antenna Facilities and improvements and any replacement thereof. Neither Party shall have any obligations under this paragraph unless notified by writing of any such claim or loss within ninety (90) business days of receipt by the other Party of notice of such claim or loss.

b. Tenant indemnifies Cedarburg and agrees to hold Cedarburg harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including reasonable consultants' and reasonable attorneys' fees) and claims of any and every kind including the expenses

and costs associated with an environmental inquiry, demand letter, reply, response of any kind or nature (whether required by law or otherwise), clean up, lawsuit, injunction, or any similar response whatsoever paid, incurred or suffered by or asserted against Cedarburg for, with respect to, or as a direct result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any water course, body of water or wetland, of any Hazardous Material (including without limitation any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

c. Tenant shall be solely responsible for and will defend, indemnify, and hold Cedarburg, its employees, agents, contractors and assigns, harmless from and against any and all claims, costs, and liabilities of any kind, including reasonable attorneys' fees and costs, arising out of or in connection to the clean up or restoration of the Property associated with the Tenant's use of Hazardous Material.

14) Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the following addresses (or any other address that the Party to be notified may have designated to the sender by like notice):

|                  |                                                                                                     |
|------------------|-----------------------------------------------------------------------------------------------------|
| IF TO CEDARBURG: | City of Cedarburg<br>c/o City Clerk<br>W63 N645 Washington Avenue, PO Box 49<br>Cedarburg, WI 53012 |
|------------------|-----------------------------------------------------------------------------------------------------|

|               |                                                                                                                                              |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| IF TO TENANT: | United States Cellular Operating Company LLC<br>8410 W. Bryn Mawr Avenue<br>Chicago, IL 60631<br>Attention: Real Estate Lease Administration |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------|

15) Representations and Warranties:

a. Cedarburg warrants that (1) it has full right, power, and authority to execute this Lease; (2) to the best of its knowledge, it has good and unencumbered title to the Property, free and clear of any liens or mortgages, except as may be disclosed by review of title; and (3) that Tenant shall have the quiet enjoyment of the Property during the Term in accordance with its terms.

b. Tenant, its employees, agents or contractors, shall not introduce any Hazardous Material to or upon the Property, in violation of any applicable federal, state or local law or regulation.

c. Cedarburg warrants that it has no knowledge of any substance, chemical, or waste (collectively "Substance") on the Property, and Cedarburg will not generate, store or dispose of any material, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Cedarburg indemnifies Tenant, its officers, agent, and employees, and agrees to hold Tenant, its officers, agents, and employees, harmless from and against any and all losses, liabilities,

damages, injuries, costs, expenses (including reasonable consultants' and attorneys' fees) and claims of any and every kind including the expenses and costs associated with an environmental inquiry, demand letter, reply, response of any kind or nature (whether required by law or otherwise), clean up, lawsuit, injunction, or any similar response whatsoever paid, incurred, or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including without limitation any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Cedarburg.

d. Tenant, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice and any environmental evaluation it deems necessary. If, in the opinion of Tenant, such environmental reports are unsatisfactory or such title commitment shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Property, Tenant shall have the right to cancel this Lease immediately upon written notice to Cedarburg and all prepaid Rents shall be refunded to Tenant.

16) Assignment. Tenant may not assign, sublet or otherwise transfer all or any part of its interest in or under this Lease without the prior written consent of Cedarburg; provided, however, that Tenant may assign its interest, without obtaining Cedarburg's consent to its parent company, to any subsidiary or affiliate of Tenant or its parent company, or to any successor-in-interest or entity acquiring fifty-one (51%) percent or more of its stock or assets, subject to any financing entity's interest, if any, in this Lease as set forth in Section 17, below. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17) Waiver of Cedarburg's Lien.

a. Cedarburg waives any lien rights it may have concerning the Antenna Facilities, which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Cedarburg's consent, provided, that within ninety (90) days after such removal, Tenant shall restore the Tower and the Property to the condition it was in on the Commencement Date, ordinary wear and tear excepted, all at Tenant's sole cost and expense.

b. Cedarburg acknowledges that Tenant has or may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Antenna Facilities (the "Collateral") with a third-party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Cedarburg (i) consents to the installation of the Collateral in accordance with the terms of this Lease; (ii) disclaims any interest in the Antenna Facilities, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

18) Limitation on City Liability. If Cedarburg terminates this Lease other than by right, as allowed herein, or Cedarburg causes interruption of the business of Tenant, for any reason, in violation



of the terms of this Lease, or for any other City breach of this Lease, Cedarburg's liability for damages to Tenant shall be limited to the actual and direct costs of the replacement of this site in the Tenant's network, including, without limitation, equipment removal, relocation or repair, and all costs associated with the identification of a new site for Tenant's replacement Antenna Facilities, the negotiation of its purchase or lease, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities, but not including Tenant's own communications equipment, and specifically excluding any recovery for value of the business of Tenant as a going concern, past, present or future profits, and related damages. Nothing contained in this Lease is intended to be a waiver or estoppel of Cedarburg or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes sections 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, neither Cedarburg nor its insurer shall be liable in indemnification or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law. Subject to the forgoing, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, or loss of data even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19) Successors and Assigns. This Lease shall run with the Property described in **Exhibit A**, attached hereto and incorporated herein by reference. This Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

20) Applicable Laws. During the Term, Cedarburg shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with: (a) all Laws relating solely to Tenant's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Tenant at the Premises.

21) Tower Compliance. Cedarburg covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 20). Cedarburg shall also comply with all rules and regulations enforced by the FCC with regard to the lighting, marking and painting of towers. If Cedarburg fails to make such repairs including maintenance, Tenant may make the repairs and the costs thereof shall be payable to Tenant by Cedarburg on demand. If Cedarburg does not make payment to Tenant within ten (10) days after such demand, Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly Rent amounts normally due from Tenant to Cedarburg.

22) Miscellaneous.

a. Each Party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

b. This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties.

c. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. A Memorandum of this Lease shall be prepared by Tenant and recorded in the Office of the Ozaukee County Register of Deeds within a reasonable time after full execution of this Lease and Tenant shall pay all recording costs therefor. The Memorandum of Lease shall be substantially in the form attached hereto as **Exhibit F**.

f. **Disputes.** If any disputes arise between the Parties, including, but not limited to disputes arising under Section 7(b), herein, the Parties to this Lease shall promptly attempt in good faith to settle the same by negotiations. All disputes not settled by negotiations shall, subject to the right to seek an injunction or other declaratory relief, be submitted to a binding arbitration. All disputes shall be decided by a single arbitrator found mutually agreeable to each Party to this Lease. In the event the Parties are unable to agree, then either Party may petition the Circuit Court for Ozaukee County for the appointment of an arbitrator. The award or decision rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with the law in the State of Wisconsin. Each Party will pay and bear the cost of its own legal expenses. Other administrative expenses regarding the dispute, including but not limited to the arbitrator's fee, will be divided equally between the Parties. This section shall be enforced to the fullest extent allowed by law and requires the resolution of the disputes arising from this Lease in some way other than formal judicial proceedings.

[The remainder of this page left blank intentionally]



THE UNDERSIGNED HEREBY AGREE(S) TO LEASE THE ABOVE-MENTIONED PREMISES ON THE  
TERMS AND CONDITIONS AS SET FORTH HEREIN.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF CEDARBURG**

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

by: \_\_\_\_\_  
Tracie Sette, Clerk

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF OZAUKEE )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named  
Michael O'Keefe, to me known to be the Mayor of the City of Cedarburg, who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin.  
My commission \_\_\_\_\_

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF OZAUKEE )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named  
Tracie Sette, to me known to be the Clerk of the City of Cedarburg, who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin.  
My commission \_\_\_\_\_

UNITED STATES CELLULAR OPERATING COMPANY LLC

by:

Name:

Title:

STATE OF ILLINOIS

COUNTY OF COOK

)

) ss.

)

Personally came before me this 27<sup>th</sup> day of June, 2022, the above-named \_\_\_\_\_, to me know to be the person who executed the foregoing instrument and acknowledged the same.



Ellen M Groh

Notary Public, Illinois.

My commission

1/22/2025



## EXHIBIT A

### LEGAL DESCRIPTION

#### PARENT PARCEL

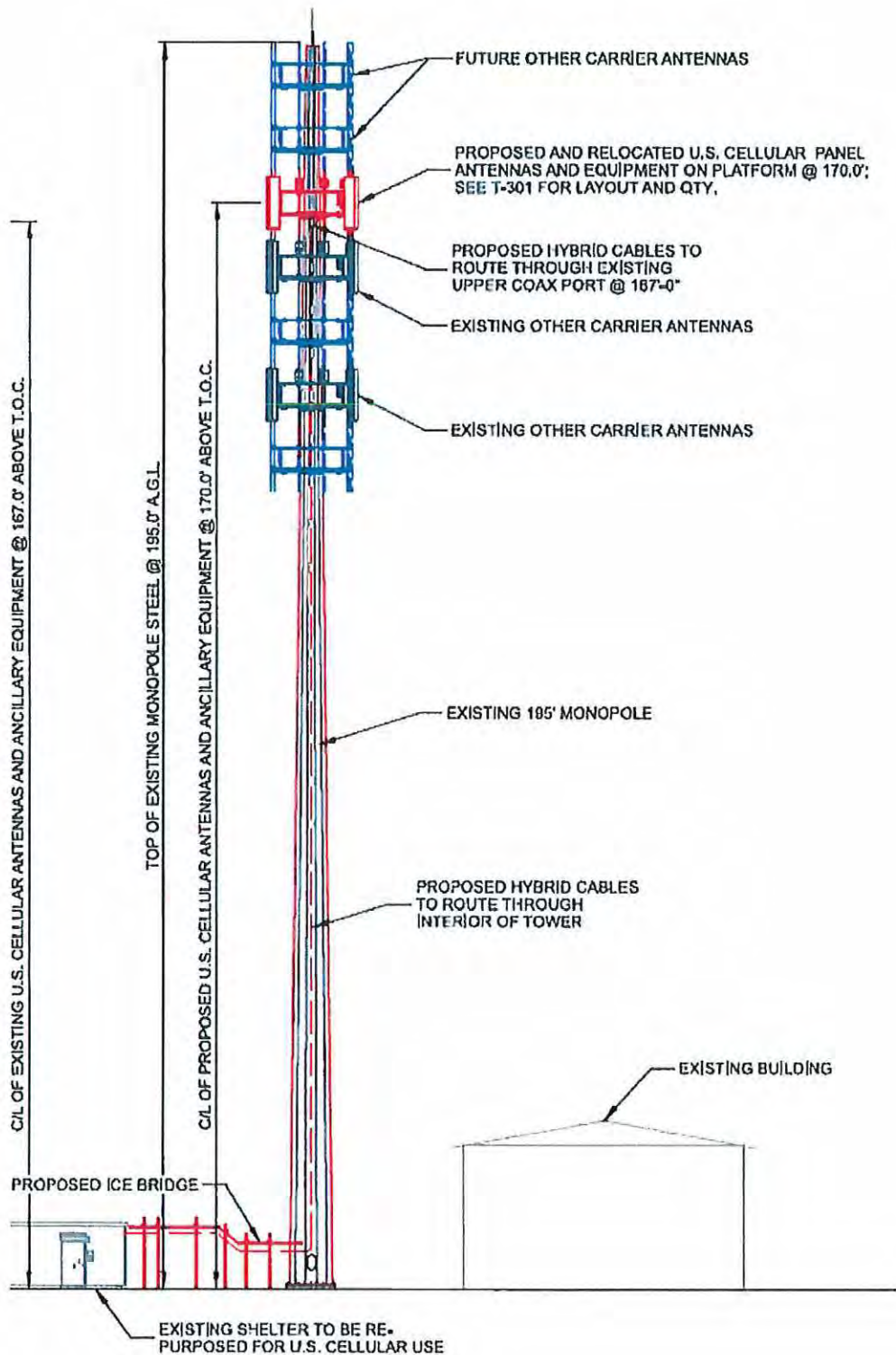
The following described real estate, situated in the County of Ozaukee and State of Wisconsin, to-wit: All that part of the North West One-Quarter (1/4) of the North East One-Quarter (1/4) of Section numbered Thirty-four (34), in Township numbered Ten (10) North, Range numbered Twenty-one (21) East, in the Town of Cedarburg, described as follows: Commencing at a point in the North line of said Section, 1189.1 feet East of the North West corner of the said North East 1/4, thence South at right angles to the North line of said Section 131.25 feet, thence West parallel with the North line of said Section 3 feet, thence South at right angles to the North line of said Section 43.75 feet, thence East parallel with the North line of said Section 74.3 feet to the right of way of the railway now known as the Milwaukee Electric Railway and Transport Company, thence North 3° 20' East along said right of way 175.5 feet to the North line of said Section; thence West along the North line of said Section 81.5 feet to the place of beginning.

#### LEASE PARCEL

A part of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ten (10) North, Range Twenty-One (21) East, City of Cedarburg, Ozaukee County, Wisconsin containing 448 square feet (0.010 acres) of land and being described by: Commencing at the North Quarter Corner of said Section 34; thence N87°-24'-47"E 1214.99 feet along the North line of the NE1/4 of said Section 34; thence S02°-35'-13"E 154.36 feet to the point of beginning; thence S00°-56'-53"E 28.00 feet; thence S89°-03'-07"W 16.00 feet; thence N00°-56'-53"W 28.00 feet; thence N89°-03'-07"E 16.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

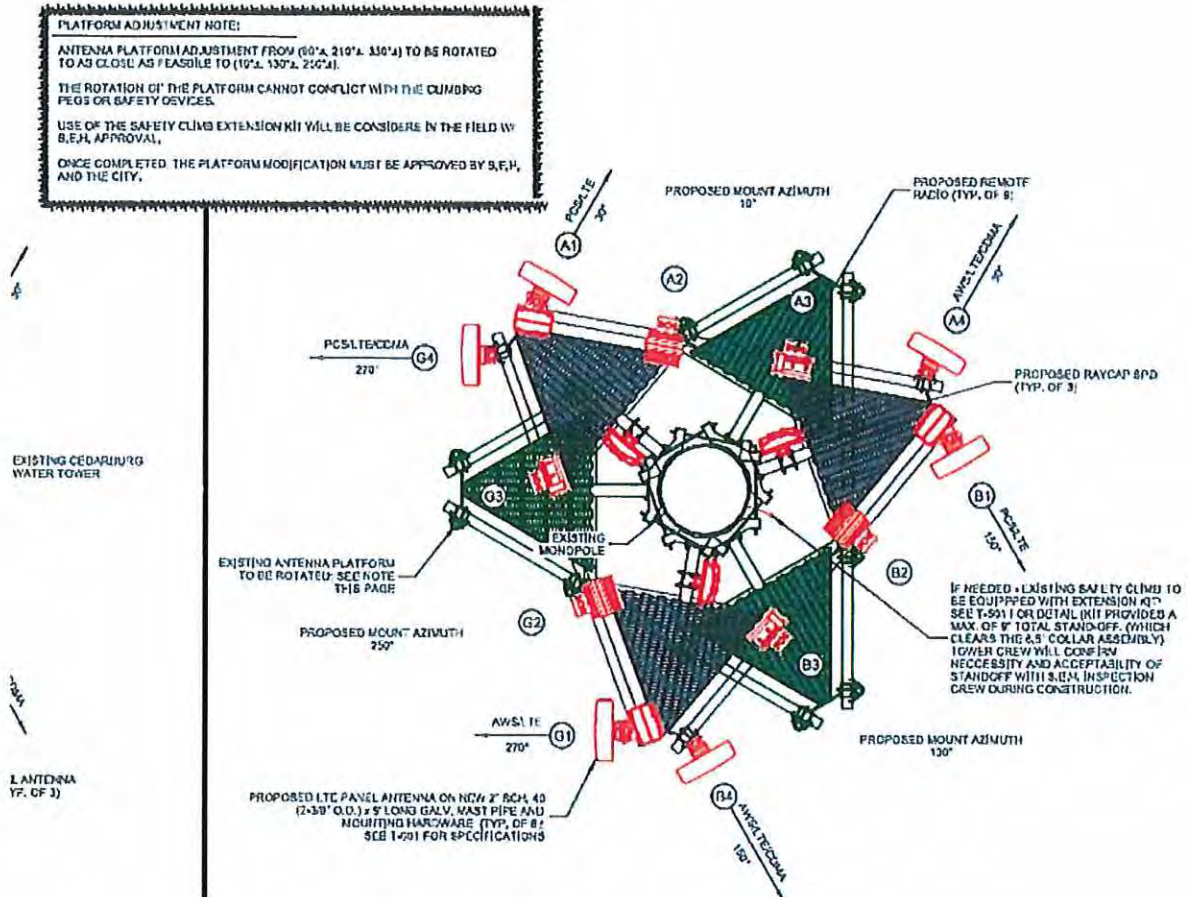
## EXHIBIT B-1

### LEASED SPACE ON TOWER



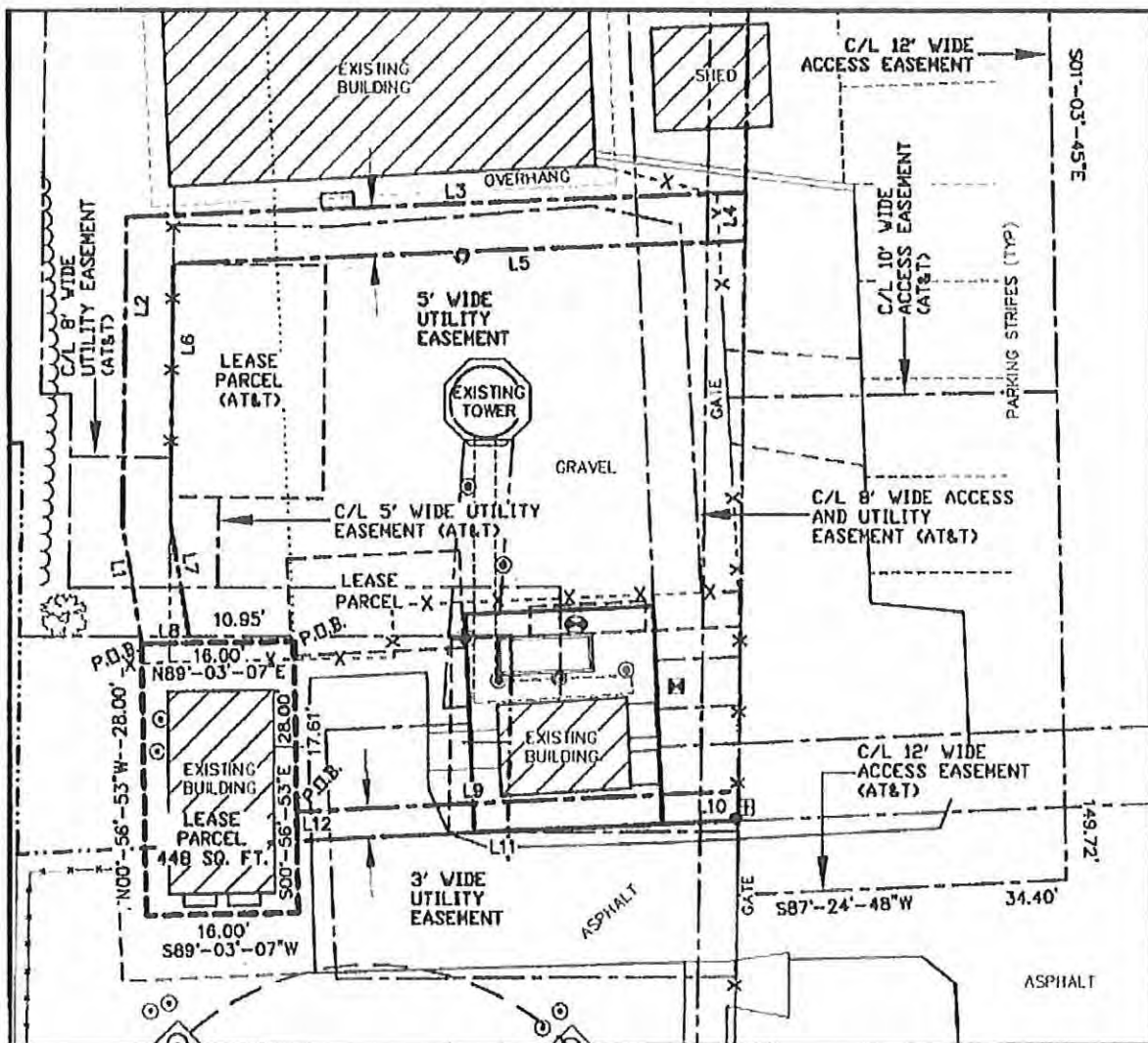


# EXHIBIT B-1 continued



# EXHIBIT B-2

## LEASED SPACE ON PROPERTY





## EXHIBIT C

### ACCESS AND UTILITY EASEMENTS

#### 12' WIDE ACCESS EASEMENT

A part of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ten (10) North, Range Twenty-One (21) East, City of Cedarburg, Ozaukee County, Wisconsin containing 2,746 square feet (0.063 acres) of land and being Six (6) feet each side of and parallel to the following described centerline: Commencing at the North Quarter Corner of said Section 34; thence N87°-24'-47"E 1298.25 feet along the North line of the NE1/4 of said Section 34; thence S02°-35'-13"E 33.00 to a point on the South Right of Way line of Western Road and the point of beginning; thence S01°-03'-45"E 149.72 feet; thence S87°-24'-48"W 34.40 feet to the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the South Right of Way line of Western Road. Being subject to any and all easements and restrictions of record.

#### 5' WIDE UTILITY EASEMENT

A part of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ten (10) North, Range Twenty-One (21) East, City of Cedarburg, Ozaukee County, Wisconsin containing 519 square feet of land and being described by: Commencing at the North Quarter Corner of said Section 34; thence N87°-24'-47"E 1214.99 feet along the North line of the NE1/4 of said Section 34; thence S02°-35'-13"E 154.36 feet; thence S00°-56'-53"E 28.00 feet; thence S89°-03'-07"W 16.00 feet; thence N00°-56'-53"W 28.00 feet to the point of beginning; thence N09°-14'-26"W 12.15 feet; thence N00°-47'-48"E 31.97 feet; thence N87°-44'-23"E 64.63 feet; thence S00°-45'-58"W 5.01 feet; thence S87°-44'-23"W 59.63 feet; thence S00°-47'-48"W 26.79 feet; thence S09°14'-26"E 12.43 feet; thence S89°-03'-07"W 5.05 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

**EXHIBIT C continued**

**3' WIDE UTILITY EASEMENT**

A part of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ten (10) North, Range Twenty-One (21) East, City of Cedarburg, Ozaukee County, Wisconsin containing 138 square feet of land and being described by: Commencing at the North Quarter Corner of said Section 34; thence N87°-24'-47"E 1214.99 feet along the North line of the NE1/4 of said Section 34; thence S02°-35'-13"E 154.36 feet; thence S00°-56'-53"E 17.61 feet to the point of beginning; thence N87°-24'-47"E 46.01 feet; thence S00°-45'-57"W 3.01 feet thence S87°-24'-47"W 45.92 feet; thence N00°-56'-53"W 3.00 feet; to the point of beginning. Being subject to any and all easements and restrictions of record.



# EXHIBIT D

## TENANT'S ANTENNA FACILITIES

|       | Antenna Position | Technology   | Antenna Model          | Antenna Quantity | RAD Center | Azimuth | Mach. Tilt | Burge Protection Qty. | BT1/B12 Radio | Radio Qty | B2/B4 Radio | Radio Qty | B3 Radio | Radio Qty | Cable Type            | Cable Qty |
|-------|------------------|--------------|------------------------|------------------|------------|---------|------------|-----------------------|---------------|-----------|-------------|-----------|----------|-----------|-----------------------|-----------|
| ALPHA | A1               | PCS/LTE      | Dengya OC'B-2UX2HXBW65 | 1                | 170'       | 30'     | 0'         | 1                     | RRU4449       | 1         | RRU8843     | 1         | -        | -         | 1-1/4" Hybrid         | 1         |
|       | A2               | -            | -                      | -                | -          | -       | -          | -                     | -             | -         | -           | -         | -        | -         | -                     | -         |
|       | A3               | -            | -                      | -                | -          | -       | -          | -                     | -             | -         | -           | -         | -        | -         | -                     | -         |
|       | A4               | AWS/LTE/CDMA | Dengya OC'B-2UX2HXBW65 | 1                | 170'       | 50'     | 0'         | Shared                | -             | -         | Shared      | -         | RRU4478  | 1         | Shared<br>1-5/8" Coax | 2         |
| BETA  | B1               | PCS/LTE      | Dengya OC'B-2UX2HXBW65 | 1                | 170'       | 150'    | 0'         | 1                     | RRU4449       | 1         | RRU8843     | 1         | -        | -         | 1-1/4" Power          | 1         |
|       | B2               | -            | -                      | -                | -          | -       | -          | -                     | -             | -         | -           | -         | -        | -         | -                     | -         |
|       | B3               | -            | -                      | -                | -          | -       | -          | -                     | -             | -         | -           | -         | -        | -         | -                     | -         |
|       | B4               | AWS/LTE/CDMA | Dengya OC'B-2UX2HXBW65 | 1                | 170'       | 150'    | 0'         | Shared                | -             | -         | Shared      | -         | RRU4478  | 1         | Shared<br>1-5/8" Coax | 2         |
| GAMMA | G1               | PCS/LTE      | Dengya OC'B-2UX2HXBW65 | 1                | 170'       | 270'    | 0'         | 1                     | RRU4449       | 1         | RRU8843     | 1         | -        | -         | 1-1/4" Hybrid         | 1         |
|       | G2               | -            | -                      | -                | -          | -       | -          | -                     | -             | -         | -           | -         | -        | -         | -                     | -         |
|       | G3               | -            | -                      | -                | -          | -       | -          | -                     | -             | -         | -           | -         | -        | -         | -                     | -         |
|       | G4               | AWS/LTE/CDMA | Dengya OC'B-2UX2HXBW65 | 1                | 170'       | 270'    | 0'         | Shared                | -             | -         | Shared      | -         | RRU4478  | 1         | Shared<br>1-5/8" Coax | 2         |
| Total |                  |              |                        | 6                |            |         |            | 3                     |               | 3         |             | 3         |          | 3         |                       | 0         |

\*X110-RRU4478-CDMA

### NOTES:

1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.
2. CONTRACTOR MAY NEED ADDITIONAL 9'-0" LONG MAST PIPES FOR TEMPORARY RELOCATION OF LTE ANTENNAS.

EXHIBIT E

TENANT'S SITE APPLICATION AND PLAN

**ANTENNA SITE APPLICATION**

Municipality: City of Cedarburg  
Address: W63 N645 Washington Avenue  
City, State, Zip: Cedarburg, WI 53012  
Website: www.ci.cedarburg.wi.us

**Water Tower Site Name & Address: (existing site or proposed new site build) City of Cedarburg Monopole tower located at N49 W6411 Western Road, Cedarburg, WI 53012**

**Wireless Carrier: United States Cellular Operating Company LLC, a Delaware limited liability company**

*(Complete corporate name of Lessee)*

**Wireless Carrier Corporate Designation: U.S. Cellular**

1. Name of Applicant: **United States Cellular Operating Company LLC, a Delaware limited liability company**
2. Address of Applicant: **800 Cornerstone Drive, Knoxville, TN 37932**
3. Contact person for Applicant: **Julie Shebek, Agent** Telephone: **319-721-0411**  
Mobile: **319-721-0411** Email: **julie@firstamericansite.com**  
Technical Advisor (A&E firm): **Edge Consulting Engineers** Telephone: **608-644-1449**  
Mobile: **n/a** Email: **dlyshek@edgeconsult.com**
4. Proposed Radio Band: **B71/B12, B2/B4, B5**
5. Propose Radio Frequency(s): **617-894x3, 1695-2400x2**  
*(Specify or attach a separate list)*
6. Type of Service (SMR, ESMR, PCS, Cellular, Two-Way Paging, Microwave, Wi-Fi, WiMAX, etc.)  
**CDMA, LTE, PCS, AWS**
7. Unlicensed spectrum? Y / N *(Circle One)*

If yes, identify in detail the portions of the project to use an unlicensed spectrum. Designate this as an Attachment.

Initial here **n/a** to indicate Attachment has been included.

If utilizing a Distributed Antenna System (DAS), provide Radio Frequency Coverage Maps prepared by the FCC Licensee(s).



8. Request for Small Cell Site in Utility Row of Way Y / N (Circle One)

If yes, include the provided requirements:

Coverage study to show gap in present system coverage.

A. The study should include:

- 1) Present coverage.
- 2) Proposed coverage.
- 3) The frequency band used for the analysis.
- 4) Latitude/longitude and center of radiation for all of the sites used in the coverage analysis.
- 5) The effective radiated power for each site.
- 6) The values of the signal levels for each of the coverage levels used in the study.

B. For loading sites, include all of the above and the following:

- 1) The area and distance the design is proposing to provide service.
- 2) Any data to support the loading need.

C. The level of RF exposure predicted to occur for the general public.

9. Will this site be interconnected via radio frequency transmissions to any other site or sites now constructed, proposed or anticipated Y / N (Circle One)

Interconnection includes one or more radio frequency links for the purpose to provide for "back-haul" from this site to a switching center or centralized node location.

If yes, what will the method of interconnection be? n/a

If yes, attach details and specifications.

10. Antenna equipment – Attach applicable specifications.

- A. Number of antennas: **6**
- B. Number of zones : **3**
- C. Antenna dimensions: **95.9x19.6x7.1 inches**
- D. Antenna type, manufacture & model no. **Panel, Dengyo OCT8-2LX2HX-BW65**
- E. Number of Radio Units: **9**
- F. Radio Unit dimensions **17.9"x13.2"x10.5", 18.1"x13.5"x7.8", 15.0"x13.2"x11x1"**
- G. Radio Unit type, manufacture & model no. **Ericsson RRU4449, RRU8843, RRU4478**
- H. Transmission line or cable manufacture & model no. **Eupen/eucahybrid114-12AWG6, Eupen/eucapower 114-12AWG6**
- I. Size of cables **1 ¼" hybrid (2), 1 5/8" coax (6), 1 ¼" power (1)** Number of cables: **9**
- J. Antenna location on the tower: **170', 30/150/270 azimuth**  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)

K. GPS Antenna Y / N (Circle One)

If yes, provide size, Dimensions and Weight: **11.6"**

11. Dish equipment – Attach applicable specifications

- A. Number of dishes n/a Dish dimension n/a Microwave? Y / N (Circle One) Satellite? Y / N (Circle One)
- B. Dish type, manufacture & model no. n/a
- C. Transmission line or cable manufacture & model no. n/a
- D. Size of cables n/a Number of cables n/a

- E. Dish location on tower: n/a  
Initial here n/a to indicate specifications are attached.

12. Ground equipment – Attach applicable specifications

- A. Square feet required **16' x 28'**  
B. Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One) **using an existing shelter to be re-purposed for applicant**  
C. Number of cabinets n/a Cabinet dimensions n/a  
D. Number of air conditioners: **2** Air conditioner description: **attached to existing shelter**  
E. Generator on site? Y / N (Circle One) If yes, provide type, size and where to be located. \_\_\_\_\_

- F. Isolator manufacturer & model no. **General contractors provides: US Cellular will provide a comprehensive list of products being used at site once construction is complete. (applies to 12. F, G, H, I)**

- G. Duplexer manufacture & model no. \_\_\_\_\_

- H. Filters manufacture & model no. \_\_\_\_\_

- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)  
If yes, how many? \_\_\_\_\_ manufacture & model no. \_\_\_\_\_  
Initial here \_\_\_\_\_ to indicate specifications are attached.

13. Desired date of operation: **May 1, 2022**

14. Description of scope of Work

(Example: \_Install 3 new radio units, relocate 3 antenna, add new power plant)

Removing existing equipment on water tower, remove section of fence, repurpose shelter, ice bridge, install equipment on tower. Additional equipment on tower: (3) Raycap surge protectors @ 170' height, 30/150/270 azimuth.



**EXHIBIT F**

**MEMORANDUM OF LEASE**

**MEMORANDUM OF TOWER/LAND LEASE AGREEMENT RELATING TO ANTENNA FACILITIES INSTALLED ON A MONOPOLE CELL TOWER LOCATED IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN**

**THIS MEMORANDUM OF AGREEMENT**, is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedarburg, a Wisconsin Municipal Corporation ("City") and **UNITED STATES CELLULAR OPERATING COMPANY LLC, a Delaware limited liability company** ("Tenant") (City and Tenant may be individually referred to herein as "Party" or collectively as "Parties").

**WITNESSETH:**

**WHEREAS**, the City and Tenant entered into a Tower/Land Lease Agreement for the installation of Antenna Facilities on the Tower, Premises, and Property of the City, and located on Western Avenue, Cedarburg, Ozaukee County, Wisconsin dated \_\_\_\_\_ ("Agreement") whereby the City and Tenant set forth each Parties' rights and responsibilities as to the installation of those Antenna Facilities and lease of Property on terms and conditions as are stated in the Agreement (any capitalized terms used herein shall be defined as set forth within the Agreement); and

**WHEREAS**, the City and Tenant wish to place notice of the Agreement on record.

**NOW, THEREFORE**, the City and Tenant hereby execute this Memorandum of Agreement for the purpose of evidencing each Parties' rights and responsibilities as to the installation of Antenna Facilities and lease of Property for the monopole cell tower located on Western Road, in the City of Cedarburg, Ozaukee County, Wisconsin (upon such terms and conditions as are stated in the Agreement).

This Memorandum of Agreement is made, executed and is to be recorded in the office of the Register of Deeds in and for Ozaukee County, Wisconsin, for the purpose of giving notice of the Agreement and the rights of the Parties thereunder. The legal description of the Property is attached hereto, marked **Exhibit A**, and incorporated herein by reference.

This Memorandum of Agreement is subject in each and every respect to the terms, covenants and conditions contained in the Agreement and is executed by the City and Tenant with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the provisions of the Agreement.

**IN WITNESS WHEREOF**, the City and Tenant have executed this Memorandum of Agreement as of the day, month and year first above written.

**CITY:**

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

**ATTEST:**

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

STATE OF WISCONSIN )

: SS

COUNTY OF OZAUKEE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the above-named Michael O'Keefe and Tracie Sette to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Ozaukee County, WI

My commission \_\_\_\_\_

**TENANT: United States Cellular Operating Company LLC**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the above-named \_\_\_\_\_ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_

My commission \_\_\_\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

#### **LEGAL DESCRIPTION**

##### **PARENT PARCEL**

The following described real estate, situated in the County of Ozaukee and State of Wisconsin, to-wit: All that part of the North West One-Quarter (1/4) of the North East One-Quarter (1/4) of Section numbered Thirty-four (34), in Township numbered Ten (10) North, Range numbered Twenty-one (21) East, in the Town of Cedarburg, described as follows: Commencing at a point in the North line of said Section, 1189.1 feet East of the North West corner of the said North East 1/4, thence South at right angles to the North line of said Section 131.25 feet, thence West parallel with the North line of said Section 3 feet, thence South at right angles to the North line of said Section 43.75 feet, thence East parallel with the North line of said Section 74.3 feet to the right of way of the railway now known as the Milwaukee Electric Railway and Transport Company, thence North 3° 20' East along said right of way 175.5 feet to the North line of said Section; thence West along the North line of said Section 81.5 feet to the place of beginning.

##### **LEASE PARCEL**

A part of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ten (10) North, Range Twenty-One (21) East, City of Cedarburg, Ozaukee County, Wisconsin containing 448 square feet (0.010 acres) of land and being described by: Commencing at the North Quarter Corner of said Section 34; thence N87°-24'-47"E 1214.99 feet along the North line of the NE1/4 of said Section 34; thence S02°-35'-13"E 154.36 feet to the point of beginning; thence S00°-56'-53"E 28.00 feet; thence S89°-03'-07"W 16.00 feet; thence N00°-56'-53"W 28.00 feet; thence N89°-03'-07"E 16.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.



**CITY OF CEDARBURG  
COMMON COUNCIL  
JUNE 27, 2022**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, June 27, 2022, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

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

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

Excused - Mayor Michael O’Keefe, Council Members Sherry Bubnitz and Rick Verhaalen

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Engineering & Public Works Director Michael Wieser, Planner Jon Censky, Fire Chief Jeffrey Vahsholtz, news media and interested citizens.

**STATEMENT OF PUBLIC NOTICE**

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

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**PUBLIC HEARING**

Acting Mayor Thome opened the Public Hearing at 7:04 p.m. on a proposed Conditional Use for a drive-through only Dunkin Donut Shop to be located at W62 N245 Washington Avenue. Planner Censky explained to the Council that drive-thru bakeries are not listed as a permitted use in the B-2 District, thus, this request is before the Council because the Plan Commission determined that it exhibits characteristics similar to other drive-thru establishments which are permitted by Conditional Use and therefore, based on Section 13-1-22(e) of the Zoning Code, Common Council approval is necessary. Specifically, Section 13-1-22(e) of the Code states: Uses not specified in this Chapter and which are found by the Plan Commissioners to be similar in character to conditional uses permitted in the district may be permitted by the Common Council after review, public hearing, and approval in

accordance with Section 13-1-226. Accordingly, the Plan Commission felt that this request should be processed as a drive-thru bakery, as a Conditional Use approved by the Common Council.

The overwhelming issue addressed during the Public Hearing was the aspect of increased traffic. Commissioner Wiza requested changes to the original plan submitted by Dunkin Go, to which, the changes were made and ultimately met with Plan Commission approval.

Laurel and Anthony Kashinn (N24 W6338 Fairfield Street) addressed the Council with concerns about the traffic. There are 49 families residing on Fairfield Street and it is a dead-end street. They would like to see a traffic study conducted.

Jeff Priem (N22 W6321 Fairfield Street) was also concerned with increased traffic in the area.

Council Members expressed concerns over other entities potentially building on this property without requiring a Conditional Use permit and what the ramifications could be. With the proposal from Dunkin Go, the Council may exercise some control over impending issues.

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to close the public hearing at 7:54 p.m. Motion carried on a roll call vote with Council Members Arnett, Burkart, Simpson, Thome and Forbes voting in favor, and Council Members Verhaalen and Bublitz excused.

## **NEW BUSINESS**

### **DISCUSSION AND POSSIBLE APPROVAL OF THE CONDITIONAL USE FOR A DRIVE THROUGH ONLY DUNKIN GO SHOP TO BE LOCATED AT W62 N245 WASHINGTON AVENUE**

A motion was made by Council Member Arnett, seconded by Council Member Forbes, to approve the Conditional Use for a drive through only Dunkin Go Shop to be located at W62 N245 Washington Avenue subject to staff comments (as sited in the Conditional Use document), reviewed for Code compliance, and to include staff review of the City fence ordinance, if required by neighbors; and including a change in the hours to 5:00 a.m. – 8:00 p.m. Motion carried without a negative vote with Council Members Verhaalen and Bublitz excused.

### **DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO 2022-19 AUTHORIZING EXECUTION OF THE DEPARTMENT OF NATURAL RESOURCES PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT**

The State of Wisconsin Safe Drinking Water Loan Program determined that they are able to provide a loan with principal forgiveness in an amount up to \$600,000 to a municipality that it deems eligible for funding. This potential funding would go towards the replacement of lead service laterals in the City of Cedarburg. To receive principal forgiveness, the DNR Principal Forgiven Assistance Agreement must be executed.

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to approve Resolution No. 2022-19 authorizing execution of the Department of Natural Resources Principal

Forgiven Financial Assistance Agreement. Motion carried without a negative vote with Council Members Verhaalen and Bublitz excused.

**DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO 2022-20 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CEDARBURG, CITY OF PORT WASHINGTON, VILLAGE OF GRAFTON, VILLAGE OF SAUKVILLE, AND TOWN OF CEDARBURG ESTABLISHING A JOINT FIRE & EMS WORKING GROUP**

Many municipalities within Ozaukee County have engaged in a series of informal meetings regarding potential opportunities to share in the provision of Fire and Emergency Medical Services (EMS). Collectively, these discussions were borne out of a desire to proactively address critical and ongoing staffing shortages that many departments are facing as paid-on-call (POC) or all volunteer (Cedarburg) entities, as well as the significant level of ongoing capital investment (e.g., stations, fire trucks, ambulances, rescue equipment) that is required to maintain separate fire departments.

Through early discussions between the City and Town of Cedarburg on shared Fire & EMS services, an Ad Hoc Joint Fire/EMS Committee was formed to evaluate all options for the Cedarburg Fire Department. This group will evaluate the various options for the City and Town of Cedarburg and eventually make a recommendation to the Common Council and Town Board. Cedarburg Fire Department leadership is working on a plan that would keep the Cedarburg Fire Department operating on its own with increased future funding for personnel and moving towards a paramedic program. This is one of three options. The other options are to look at joining the Southern Ozaukee Fire Department (Mequon-Thiensville) or to look at joining Grafton, Port Washington, and Saukville to create a Mid-Ozaukee Department. A Memorandum of Understanding (MOU) was created between Cedarburg, Mequon, and Thiensville in March of 2022. Since then, Mequon and Thiensville have moved towards a consolidated department, and the City of Cedarburg continues to have discussions with them. Most recently Cedarburg, Grafton, Port Washington, and Saukville have been in discussions about a consolidated department between the communities. Out of these discussions, an MOU was drafted. The MOU has been approved by the other communities including the Town of Cedarburg.

A motion was made by Council Member Burkart, seconded by Council Member Simpson, to approve Resolution No. 2022-20 approving a Memorandum of Understanding (MOU) between the City of Cedarburg, City of Port Washington, Village of Grafton, Village of Saukville, and Town of Cedarburg establishing a joint Fire & EMS working group. Motion carried without a negative vote with Council Members Verhaalen and Bublitz excused.

**DISCUSSION AND POSSIBLE ACTION ON AUTHORIZATION FOR THE FIRE CHIEF TO APPLY FOR AN ARPA GRANT THROUGH OZAUKEE COUNTY FOR EMS SERVICES**

Ozaukee County has allocated ARPA funds to assist Ozaukee County Fire Departments in hiring additional Firefighter/Paramedics throughout the County. To receive these funds each community must submit a request for funding by June 30, 2022. The initial request submitted by the City of Cedarburg is for \$200,000 for each year for 2023, 2024, and 2025. This will allow the City to increase full-time EMS staffing and move towards a paramedic program. Future additional funding will be available should the City decide to consolidate with other communities.



A motion was made by Council Member Burkart, seconded by Council Member Simpson, to authorize the Fire Chief to apply for an ARPA grant through Ozaukee County for EMS Services. Motion carried without a negative vote with Council Members Verhaalen and Bublitz excused.

**PRESENTATION**

Fire Chief Vahsholtz provided a summary of the Cedarburg Fire Department 2022 Annual Report. A copy of the report is available at the Cedarburg Fire Department. The report consisted of the types of fire incident calls during 2021 as well as a 5-year comparison of types of incident calls. He also provided information regarding three (3) promotions the Department experienced during 2021 as well as the awards and recognition received by members throughout 2021. He outlined the extensive training hours invested by the members. Included in the presentation was a detailed explanation of each and every vehicle utilized by the Fire and Rescue Service team. Chief Vahsholtz went on to explain the public education and community outreach the Department participated in during 2021. The presentation concluded with a summary of the Department finances.

**CONSENT AGENDA:**

- **CONSIDER APPROVAL OF 2022-2023 ALCOHOL AND OPERATOR LICENSES:**
  - Celeste D. Bean, Allison A. Garncarz, Emily A. Lutz
  - Mary K. Creten, Brian J. Hodgson, Calvin J. Szpizar
  - Angela Wetor, Howard E. Hockstad, Pam Lidington
  - Stacy C. Stolzman, Terrance A. King, Amy Y. Nass
- **DISCUSSION AND POSSIBLE ACTION ON PAYMENT OF BILLS DATED 6/10/2022 THROUGH 6/17/2022, TRANSFERS FOR THE PERIOD 6/5/2022 THROUGH 6/21/2022 AND PAYROLL FOR PERIOD 5/29/2022 THROUGH 6/11/2022**
- **APPROVAL OF JUNE 13, 2022 COMMON COUNCIL MEETING MINUTES**

A motion was made by Council Member Burkart, seconded by Council Member Simpson, to approve the consent agenda. Motion carried without a negative vote with Council Members Bublitz and Verhaalen excused.

**ADMINISTRATOR'S REPORT**

Administrator Hilvo explained the Treasurer's office recently hired Robin Van Dinter to take the place of Kathy Huebl.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** – None

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS** - None

**MAYOR'S REPORT** - None

**ADJOURNMENT TO CLOSED SESSION**

A motion was made by Council Member Burkart, seconded by Council Member Simpson, to adjourn to Closed Session at 8:47 p.m. pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically to discuss the Idle Sites Redevelopment Grant Agreement between the Wisconsin Economic Development Corporation and the City of Cedarburg as it relates to the Tax Incremental Financing Agreement with Fox Run Development Cedarburg, LLC and P2 Development Company LLC. Motion carried on a roll call vote with Council Members Arnett, Burkart, Simpson, Thome and Forbes voting in favor, and Council Members Verhaalen and Bublitz excused.

**RECONVENE TO OPEN SESSION**

Open session resumed at 8:59 p.m.

**DISCUSSION AND POSSIBLE ACTION TO APPROVE THE IDLE SITES REDEVELOPMENT GRANT AGREEMENT BETWEEN THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION AND CITY OF CEDARBURG**

A motion was made by Council Member Forbes, seconded by Council Member Simpson, to approve the Idle Sites Redevelopment Grant Agreement between the Wisconsin Economic Development Corporation and City of Cedarburg. Motion carried without a negative vote with Council Members Bublitz and Verhaalen excused.

**ADJOURNMENT**

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to adjourn the meeting at 9:01 p.m. Motion carried without a negative vote with Council Members Bublitz and Verhaalen excused.

Tracie Sette  
City Clerk

07/05/2022 11:13 AM

User: mrusso

DB: Cedarburg

## CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE FROM 06/24/2022 - 07/01/2022

Banks: PWBDD

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| Check Date             | Bank  | Check # | Payee                         | Description                           | Account | Dept   | Amount    |
|------------------------|-------|---------|-------------------------------|---------------------------------------|---------|--------|-----------|
| Fund: 100 GENERAL FUND |       |         |                               |                                       |         |        |           |
| 06/24/2022             | PWBDD | 41029   | AUTO ZONE                     | MAINTENANCE PARTS                     | 500353  | 533210 | 174.05    |
| 06/24/2022             | PWBDD | 41032*# | BEYER'S HARDWARE              | OPERATING SUPPLIES                    | 500350  | 533210 | 52.15     |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533210 | 9.70      |
|                        |       |         |                               | SIGNS                                 | 500363  | 533311 | 43.15     |
|                        |       |         |                               | SIGNS                                 | 500363  | 533311 | 6.56      |
|                        |       |         |                               | CHECK PWBDD 41032 TOTAL FOR FUND 100: |         |        | 111.56    |
| 06/24/2022             | PWBDD | 41034   | CEDARBURG CHAMBER OF COMMERCE | OTHER EXPENSES                        | 500390  | 555220 | 7,000.00  |
| 06/24/2022             | PWBDD | 41036   | CEDARBURG CHAMBER OF COMMERCE | LEADERSHIP DEVELOPMENT                | 500335  | 519200 | 195.00    |
| 06/24/2022             | PWBDD | 41037   | CEDARBURG FIRE DEPARTMENT     | OPERATING EXPENSES                    | 500235  | 522230 | 54,375.00 |
| 06/24/2022             | PWBDD | 41039*# | CHARTER COMMUNICATIONS        | ACCTS REC - FIRE DEPARTMENT           | 136100  | 000000 | 211.89    |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 513100 | 7.57      |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 513200 | 7.57      |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 514100 | 37.83     |
|                        |       |         |                               | INTERNET                              | 500220  | 514700 | 1,075.79  |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 515400 | 15.13     |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 515600 | 22.70     |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 518100 | 65.79     |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 522230 | 15.13     |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 522310 | 15.13     |
|                        |       |         |                               | INTERNET                              | 500220  | 522410 | 139.98    |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 522410 | 22.70     |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 533110 | 22.90     |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 533210 | 30.50     |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533210 | 119.98    |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 555140 | 15.13     |
|                        |       |         |                               | INTERNET                              | 500220  | 555510 | 127.97    |
|                        |       |         |                               | INTERNET                              | 500220  | 555510 | 119.98    |
|                        |       |         |                               | INTERNET                              | 500220  | 555510 | 107.99    |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 566310 | 15.13     |
|                        |       |         |                               | CHECK PWBDD 41039 TOTAL FOR FUND 100: |         |        | 2,196.79  |
| 06/24/2022             | PWBDD | 41042   | CROWLEY CONSTRUCTION CORP.    | STREET CROSSWALKS AND STOP BARS       | 500240  | 533440 | 12,100.00 |



07/05/2022 11:13 AM  
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DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 06/24/2022 - 07/01/2022  
Banks: PWBDD

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| Check Date             | Bank  | Check # | Payee                          | Description                           | Account | Dept   | Amount   |
|------------------------|-------|---------|--------------------------------|---------------------------------------|---------|--------|----------|
| Fund: 100 GENERAL FUND |       |         |                                |                                       |         |        |          |
| 06/24/2022             | PWBDD | 41043   | DECORAH ANIMAL HOSPITAL        | K-9 UNIT EXPENSE                      | 500352  | 522120 | 61.68    |
| 06/24/2022             | PWBDD | 41045#  | EGELHOFF LAWNMOWER SERVICE     | MAINTENANCE PARTS                     | 500353  | 533210 | 45.56    |
|                        |       |         |                                | REPAIR AND MAINTENANCE                | 500240  | 533311 | 223.99   |
|                        |       |         |                                | CHECK PWBDD 41045 TOTAL FOR FUND 100: |         |        | 269.55   |
| 06/24/2022             | PWBDD | 41046   | ENGINEERED SECURITY SOLUTIONS  | REPAIR AND MAINTENANCE                | 500240  | 533730 | 169.99   |
| 06/24/2022             | PWBDD | 41047   | FASTENAL COMPANY               | MAINTENANCE PARTS                     | 500353  | 533210 | 43.82    |
| 06/24/2022             | PWBDD | 41048   | FIRST ADVANTAGE OCC HEALTH SVC | PROFESSIONAL SERVICES                 | 500210  | 533210 | 134.79   |
| 06/24/2022             | PWBDD | 41053*# | GUETZKE & ASSOCIATES, INC.     | REPAIR AND MAINTENANCE                | 500240  | 518100 | 228.00   |
|                        |       |         |                                | REPAIR AND MAINTENANCE                | 500240  | 518100 | 407.00   |
|                        |       |         |                                | CHECK PWBDD 41053 TOTAL FOR FUND 100: |         |        | 635.00   |
| 06/24/2022             | PWBDD | 41056*# | HOUSEMAN & FEIND, LLP          | DEVELOPERS AGREE-FAIRWAY VIL          | 239254  | 000000 | 594.50   |
|                        |       |         |                                | EXTRAORDINARY SERVICES                | 500211  | 516100 | 2,807.00 |
|                        |       |         |                                | ATTORNEY/CONSULTANT                   | 500212  | 522110 | 688.00   |
|                        |       |         |                                | CHECK PWBDD 41056 TOTAL FOR FUND 100: |         |        | 4,089.50 |
| 06/24/2022             | PWBDD | 41057*# | JANI-KING OF MILWAUKEE         | PROFESSIONAL SERVICES                 | 500210  | 518100 | 2,808.00 |
|                        |       |         |                                | PROFESSIONAL SERVICES                 | 500210  | 522100 | 1,872.00 |
|                        |       |         |                                | OPERATING SUPPLIES                    | 500350  | 533210 | 398.34   |
|                        |       |         |                                | CHECK PWBDD 41057 TOTAL FOR FUND 100: |         |        | 5,078.34 |
| 06/24/2022             | PWBDD | 41058   | JOE JACOBS                     | PROFESSIONAL SERVICES                 | 500210  | 522310 | 405.00   |
| 06/24/2022             | PWBDD | 41059   | JUDY CARLTON                   | SENIOR CENTER FEES                    | 467435  | 000000 | 60.00    |
| 06/24/2022             | PWBDD | 41060   | KOPKA PINKUS DOLIN PC          | ATTORNEY/CONSULTANT                   | 500212  | 522110 | 35.25    |
| 06/24/2022             | PWBDD | 41061   | LETTERS & SIGNS                | SIGNS                                 | 500363  | 533311 | 300.00   |
| 06/24/2022             | PWBDD | 41063   | MATHESON TRI-GAS INC           | MAINTENANCE PARTS                     | 500353  | 533210 | 67.83    |
| 06/24/2022             | PWBDD | 41065   | MENARD'S                       | OPERATING SUPPLIES                    | 500350  | 533210 | 327.92   |

| Check Date             | Bank  | Check # | Payee                         | Description                           | Account | Dept   | Amount    |
|------------------------|-------|---------|-------------------------------|---------------------------------------|---------|--------|-----------|
| Fund: 100 GENERAL FUND |       |         |                               |                                       |         |        |           |
| 06/24/2022             | PWBDD | 41066*# | MIDLAND HEALTH TESTING, INC.  | DUE FROM LIGHT & WATER                | 156200  | 000000 | 155.24    |
|                        |       |         |                               | OPERATING EXPENSES                    | 500235  | 522230 | 77.62     |
|                        |       |         |                               | PROFESSIONAL SERVICES                 | 500210  | 533311 | 117.62    |
|                        |       |         |                               | CHECK PWBDD 41066 TOTAL FOR FUND 100: |         |        | 350.48    |
| 06/24/2022             | PWBDD | 41068   | NORTH SHORE BANK              | SALARIES                              | 500111  | 522310 | 20,250.02 |
| 06/24/2022             | PWBDD | 41070   | NORTH SHORE BANK              | SICK PAY OUT                          | 500135  | 515600 | 15,167.02 |
| 06/24/2022             | PWBDD | 41071*# | OLSEN'S PIGGLY WIGGLY         | OFFICE SUPPLIES                       | 500310  | 522110 | 59.38     |
|                        |       |         |                               | SUPPLIES AND EXPENSES                 | 500347  | 522110 | 22.33     |
|                        |       |         |                               | SUPPLIES AND EXPENSES                 | 500347  | 522110 | 8.00      |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 522410 | 181.39    |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533210 | 58.39     |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533210 | 62.81     |
|                        |       |         |                               | CHECK PWBDD 41071 TOTAL FOR FUND 100: |         |        | 392.30    |
| 06/24/2022             | PWBDD | 41072   | ONTECH SYSTEMS, INC           | PROFESSIONAL SERVICES                 | 500210  | 514700 | 690.00    |
|                        |       |         |                               | PROFESSIONAL SERVICES                 | 500210  | 514700 | 120.00    |
|                        |       |         |                               | CHECK PWBDD 41072 TOTAL FOR FUND 100: |         |        | 810.00    |
| 06/24/2022             | PWBDD | 41073   | OZAUKEE COUNTY CLERK          | OFFICE SUPPLIES                       | 500310  | 514200 | 10.80     |
| 06/24/2022             | PWBDD | 41074   | OZAUKEE COUNTY CLERK          | OFFICE SUPPLIES                       | 500310  | 514200 | 643.29    |
|                        |       |         |                               | EQUIPMENT/CAPITAL OUTLAY              | 500380  | 514200 | 611.54    |
|                        |       |         |                               | CHECK PWBDD 41074 TOTAL FOR FUND 100: |         |        | 1,254.83  |
| 06/24/2022             | PWBDD | 41075   | PITNEY BOWES GLOBAL FINANCIAL | POSTAGE                               | 500315  | 514100 | 379.89    |
| 06/24/2022             | PWBDD | 41076   | PORT WASHINGTON ADULT SENIOR  | TOUR TO LAKE CNTY TULIP FARM          | 500390  | 555140 | 1,768.41  |
| 06/24/2022             | PWBDD | 41077   | RNOW INC                      | MAINTENANCE PARTS                     | 500353  | 533210 | 261.39    |
| 06/24/2022             | PWBDD | 41080   | SHARP ELECTRONICS CORPORATION | EQUIPMENT OUTLAY                      | 500385  | 514700 | 829.79    |
| 06/24/2022             | PWBDD | 41081   | SHORT ELLIOTT HENDRICKSON INC | PROFESSIONAL SERVICES                 | 500210  | 533110 | 349.63    |

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| Fund: 100 GENERAL FUND |       |         |                                 |                                       |         |        |           |
| 06/24/2022             | PWBDD | 41085   | THE UNIFORM SHOPPE              | UNIFORMS                              | 500346  | 522120 | 499.95    |
|                        |       |         |                                 | UNIFORMS                              | 500346  | 522120 | 1,275.00  |
|                        |       |         |                                 | UNIFORMS                              | 500346  | 522120 | 1,275.00  |
|                        |       |         |                                 | CHECK PWBDD 41085 TOTAL FOR FUND 100: |         |        | 3,049.95  |
| 06/24/2022             | PWBDD | 41086   | TRANSUNION RISK AND ALTERNATIVE | TELEPHONE/COMMUNICATIONS              | 500225  | 522110 | 75.00     |
| 06/24/2022             | PWBDD | 41087   | UNIFIRST CORPORATION            | OPERATING SUPPLIES                    | 500350  | 533210 | 52.47     |
| 06/24/2022             | PWBDD | 41088*# | USA BLUEBOOK                    | REPAIR AND MAINTENANCE                | 500240  | 533311 | 1,879.17  |
| 06/24/2022             | PWBDD | 41089*# | WE ENERGIES                     | NATURAL GAS-0713912926-00011          | 500224  | 518100 | 103.32    |
|                        |       |         |                                 | NATURAL GAS-0713912926-00001          | 500224  | 518100 | 141.81    |
|                        |       |         |                                 | NATURAL GAS-0713912926-00006          | 500224  | 518100 | 53.50     |
|                        |       |         |                                 | NATURAL GAS-0711276804-00002          | 500224  | 522100 | 800.00    |
|                        |       |         |                                 | NATURAL GAS-0711276804-00001          | 500224  | 522100 | 10.23     |
|                        |       |         |                                 | NATURAL GAS-0713912926-00003          | 500224  | 522230 | 302.50    |
|                        |       |         |                                 | NATURAL GAS-0713912926-00008          | 500224  | 522230 | 222.35    |
|                        |       |         |                                 | NATURAL GAS-0713912926-00004          | 500224  | 522410 | 17.54     |
|                        |       |         |                                 | NATURAL GAS-0713912926-00009          | 500224  | 533210 | 149.26    |
|                        |       |         |                                 | NATURAL GAS-0707973696-00001          | 500224  | 555510 | 13.77     |
|                        |       |         |                                 | NATURAL GAS-0719886467-00001          | 500224  | 555510 | 25.34     |
|                        |       |         |                                 | CHECK PWBDD 41089 TOTAL FOR FUND 100: |         |        | 1,839.62  |
| 06/24/2022             | PWBDD | 41090   | WISCONSIN DEPT OF JUSTICE       | TELEPHONE/COMMUNICATIONS              | 500225  | 522110 | 714.00    |
| 06/24/2022             | PWBDD | 41091#  | WM CORPORATE SERVICES, INC      | STREET SWEEPING                       | 500295  | 533440 | 3,204.33  |
|                        |       |         |                                 | MAINT/CONTRACTED SERVICES             | 500290  | 533710 | 42,053.76 |
|                        |       |         |                                 | MAINT/CONTRACTED SERVICES             | 500290  | 533730 | 22,821.68 |
|                        |       |         |                                 | CHECK PWBDD 41091 TOTAL FOR FUND 100: |         |        | 68,079.77 |
| 07/01/2022             | PWBDD | 41093*# | AT&T                            | TELEPHONE/COMMUNICATIONS              | 500225  | 518100 | 95.29     |
|                        |       |         |                                 | TELEPHONE/COMMUNICATIONS              | 500225  | 522110 | 101.19    |
|                        |       |         |                                 | TELEPHONE/COMMUNICATIONS              | 500225  | 522230 | 91.16     |
|                        |       |         |                                 | TELEPHONE/COMMUNICATIONS              | 500225  | 533210 | 87.53     |



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| Fund: 100 GENERAL FUND |       |         |                               |                                       |         |        |          |
|                        |       |         |                               | CHECK PWBDD 41093 TOTAL FOR FUND 100: |         |        | 375.17   |
| 07/01/2022             | PWBDD | 41094#  | AT&T MOBILITY                 | TELEPHONE/COMMUNICATIONS              | 500225  | 522110 | 1,046.23 |
|                        |       |         |                               | TELEPHONE/COMMUNICATIONS              | 500225  | 522410 | 123.38   |
|                        |       |         |                               | CHECK PWBDD 41094 TOTAL FOR FUND 100: |         |        | 1,169.61 |
| 07/01/2022             | PWBDD | 41098*# | BEYER'S HARDWARE              | OPERATING SUPPLIES                    | 500350  | 518100 | 99.93    |
|                        |       |         |                               | SUPPLIES AND EXPENSES                 | 500347  | 522120 | 18.85    |
|                        |       |         |                               | MAINTENANCE SUPPLIES                  | 500340  | 522410 | 3.78     |
|                        |       |         |                               | MAINTENANCE SUPPLIES                  | 500340  | 522410 | 9.89     |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533210 | 31.58    |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533311 | 46.79    |
|                        |       |         |                               | REPAIR AND MAINTENANCE                | 500240  | 533440 | 27.25    |
|                        |       |         |                               | REPAIR AND MAINTENANCE                | 500240  | 555510 | 40.81    |
|                        |       |         |                               | OFFICE SUPPLIES                       | 500310  | 555510 | 6.29     |
|                        |       |         |                               | CHECK PWBDD 41098 TOTAL FOR FUND 100: |         |        | 285.17   |
| 07/01/2022             | PWBDD | 41099   | CANINE SEARCH SOLUTIONS, LLC  | K-9 UNIT EXPENSE                      | 500352  | 522120 | 400.00   |
| 07/01/2022             | PWBDD | 41101   | CEDARBURG OVERHEAD DOOR CO.   | REPAIR AND MAINTENANCE                | 500240  | 522100 | 180.00   |
| 07/01/2022             | PWBDD | 41102   | CHUCK MOEGENBURG              | REPAIR AND MAINTENANCE                | 500240  | 518100 | 120.00   |
| 07/01/2022             | PWBDD | 41104#  | COMPLETE OFFICE OF WISCONSIN  | OFFICE SUPPLIES                       | 500310  | 515600 | 84.49    |
|                        |       |         |                               | MAINTENANCE SUPPLIES                  | 500340  | 522100 | 103.60   |
|                        |       |         |                               | OPERATING SUPPLIES                    | 500350  | 522410 | 9.81     |
|                        |       |         |                               | CHECK PWBDD 41104 TOTAL FOR FUND 100: |         |        | 197.90   |
| 07/01/2022             | PWBDD | 41105   | CRESCENT LANDSCAPE SUPPLY INC | REPAIR AND MAINTENANCE                | 500240  | 555510 | 2,067.85 |
| 07/01/2022             | PWBDD | 41106   | CROWLEY CONSTRUCTION CORP.    | LONG LINE STREET PAINTING             | 500240  | 533311 | 9,341.22 |
| 07/01/2022             | PWBDD | 41107*# | DIGITAL EDGE OF GRAFTON       | OTHER EXPENSES                        | 500390  | 511100 | 172.00   |
|                        |       |         |                               | OFFICE SUPPLIES                       | 500310  | 522310 | 61.00    |
|                        |       |         |                               | CHECK PWBDD 41107 TOTAL FOR FUND 100: |         |        | 233.00   |
| 07/01/2022             | PWBDD | 41111   | ELIZABETH ROLLAND             | PROF SERVICE-JUNE CHAIR AND TAIHCI    | 500210  | 555140 | 71.67    |

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| Fund: 100 GENERAL FUND |       |         |                                 |                                       |         |        |           |
| 07/01/2022             | PWBDD | 41112*# | ERIC VON SCHLEDORN FORD         | REPAIR AND MAINTENANCE                | 500240  | 522120 | 76.25     |
| 07/01/2022             | PWBDD | 41113   | EXCEL DISPOSAL OF WISCONSIN LLC | PUBLIC WORKS FEES                     | 463101  | 000000 | 595.13    |
| 07/01/2022             | PWBDD | 41115   | GIERACHS SERVICE                | OTHER EXPENSES                        | 500390  | 522120 | 160.00    |
|                        |       |         |                                 | OTHER EXPENSES                        | 500390  | 522120 | 160.00    |
|                        |       |         |                                 | CHECK PWBDD 41115 TOTAL FOR FUND 100: |         |        | 320.00    |
| 07/01/2022             | PWBDD | 41116*# | GRAINGER                        | OPERATING SUPPLIES                    | 500350  | 518100 | 133.60    |
|                        |       |         |                                 | REPAIR AND MAINTENANCE                | 500240  | 555510 | 49.08     |
|                        |       |         |                                 | CHECK PWBDD 41116 TOTAL FOR FUND 100: |         |        | 182.68    |
| 07/01/2022             | PWBDD | 41125   | MANAGERPLUS LLC                 | MAINTENANCE PARTS                     | 500353  | 533210 | 2,241.24  |
| 07/01/2022             | PWBDD | 41126   | MID-AMERICA STEEL DRUM CO.      | RECYCLING EXPENSES                    | 500344  | 533730 | 1,409.28  |
| 07/01/2022             | PWBDD | 41128   | NASSCO, INC.                    | OPERATING SUPPLIES                    | 500350  | 518100 | 1,064.03  |
| 07/01/2022             | PWBDD | 41129   | OLSEN'S PIGGLY WIGGLY           | SUPPLIES AND EXPENSES                 | 500347  | 522120 | 39.49     |
| 07/01/2022             | PWBDD | 41130   | OSI ENVIRONMENTAL, INC.         | PUBLIC WORKS FEES                     | 463101  | 000000 | 35.00     |
| 07/01/2022             | PWBDD | 41131   | OZAUKEE COUNTY CLERK OF COURTS  | COURT PENALTIES & COSTS               | 451101  | 000000 | 600.00    |
| 07/01/2022             | PWBDD | 41133   | PURPLE COW ORGANICS             | SUPPLIES AND EXPENSES                 | 500347  | 555220 | 366.00    |
| 07/01/2022             | PWBDD | 41134   | QUALITY STATE OIL CO., INC.     | FUEL INVENTORY                        | 161500  | 000000 | 7,389.58  |
|                        |       |         |                                 | FUEL INVENTORY                        | 161500  | 000000 | 6,022.18  |
|                        |       |         |                                 | CHECK PWBDD 41134 TOTAL FOR FUND 100: |         |        | 13,411.76 |
| 07/01/2022             | PWBDD | 41138   | RUST LOCK, INC                  | REPAIR AND MAINTENANCE                | 500240  | 522100 | 150.00    |
| 07/01/2022             | PWBDD | 41140   | SOUTHSIDE TIRECO., FRANKLIN     | MAINTENANCE PARTS                     | 500353  | 533210 | 597.04    |
| 07/01/2022             | PWBDD | 41141   | STREICHER'S POLICE EQUIPMENT    | UNIFORMS                              | 500346  | 522120 | 25.00     |
|                        |       |         |                                 | UNIFORMS                              | 500346  | 522120 | 18.99     |
|                        |       |         |                                 | UNIFORMS                              | 500346  | 522120 | 18.99     |

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| Fund: 100 GENERAL FUND             |       |         |                               |                                       |         |        |            |
|                                    |       |         |                               | CHECK PWBDD 41141 TOTAL FOR FUND 100: |         |        | 62.98      |
| 07/01/2022                         | PWBDD | 41142   | STUMP GRINDING 4 LESS, LLC    | STUMP GRINDING LISTS 1-3 & DOWNTOWN   | 500290  | 555510 | 18,320.53  |
| 07/01/2022                         | PWBDD | 41143   | TAKAKO WILLDEN                | PROF SERV - 2 CHAIR YOGA CLASSES      | 500210  | 555140 | 29.34      |
| 07/01/2022                         | PWBDD | 41145   | TRUCK COUNTRY-MILWAUKEE NORTH | MAINTENANCE PARTS                     | 500353  | 533210 | 210.70     |
| 07/01/2022                         | PWBDD | 41146#  | UNIFIRST CORPORATION          | REPAIR AND MAINTENANCE                | 500240  | 518100 | 128.89     |
|                                    |       |         |                               | REPAIR AND MAINTENANCE                | 500240  | 522100 | 78.63      |
|                                    |       |         |                               | OPERATING SUPPLIES                    | 500350  | 533210 | 52.47      |
|                                    |       |         |                               | CHECK PWBDD 41146 TOTAL FOR FUND 100: |         |        | 259.99     |
|                                    |       |         |                               | Total for fund 100 GENERAL FUND       |         |        | 259,758.64 |
| Fund: 200 CEMETERY FUND            |       |         |                               |                                       |         |        |            |
| 06/24/2022                         | PWBDD | 41054   | HILGENDORF MEMORIALS          | REPAIR AND MAINTENANCE                | 500240  | 544210 | 1,458.00   |
| 07/01/2022                         | PWBDD | 41109   | EGELHOFF LAWNMOWER SERVICE    | OPERATING SUPPLIES                    | 500350  | 544210 | 72.98      |
| 07/01/2022                         | PWBDD | 41119   | J R BOEHLKE INC               | PROFESSIONAL SERVICES                 | 500210  | 544210 | 725.00     |
|                                    |       |         |                               | PROFESSIONAL SERVICES                 | 500210  | 544210 | 740.00     |
|                                    |       |         |                               | CHECK PWBDD 41119 TOTAL FOR FUND 200: |         |        | 1,465.00   |
|                                    |       |         |                               | Total for fund 200 CEMETERY FUND      |         |        | 2,995.98   |
| Fund: 220 RECREATION PROGRAMS FUND |       |         |                               |                                       |         |        |            |
| 06/24/2022                         | PWBDD | 41039*# | CHARTER COMMUNICATIONS        | TELEPHONE/COMMUNICATIONS              | 500225  | 555390 | 30.50      |
| 06/24/2022                         | PWBDD | 41040   | CHRISTINA CRAIN               | MISCELLANEOUS REVENUE                 | 486000  | 000000 | 65.00      |
| 06/24/2022                         | PWBDD | 41049   | FORE BETTER GOLF, INC         | MAINT/CONTRACTED SERVICES             | 500290  | 555390 | 564.00     |
| 06/24/2022                         | PWBDD | 41050   | FUNTACTICS SOCCER CAMP        | MAINT/CONTRACTED SERVICES             | 500290  | 555390 | 2,079.00   |
| 06/24/2022                         | PWBDD | 41062   | MARY WINKEL                   | POMS REVENUE                          | 467332  | 000000 | 80.00      |
| 06/24/2022                         | PWBDD | 41078   | ROCKIN JUMP                   | SUPPLIES AND EXPENSES                 | 500347  | 555390 | 750.00     |
| 07/01/2022                         | PWBDD | 41107*# | DIGITAL EDGE OF GRAFTON       | POMS EXPENSES                         | 500394  | 555390 | 192.00     |
| 07/01/2022                         | PWBDD | 41121   | JENNIFER SOHRE                | YOUTH FOOTBALL REGISTRATION           | 467317  | 000000 | 50.00      |



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| Fund: 220 RECREATION PROGRAMS FUND          |       |         |                                |                          |         |        |           |
| 07/01/2022                                  | PWBDD | 41122   | KATRINA GREENSPAN              | MISCELLANEOUS REVENUE    | 486000  | 000000 | 45.00     |
| 07/01/2022                                  | PWBDD | 41123   | LIBBY GUNDRUM                  | MISCELLANEOUS REVENUE    | 486000  | 000000 | 220.00    |
| 07/01/2022                                  | PWBDD | 41124   | LORINDA LIONGSON               | MISCELLANEOUS REVENUE    | 486000  | 000000 | 65.00     |
| 07/01/2022                                  | PWBDD | 41137   | RIVOLI THEATRE                 | SUPPLIES AND EXPENSES    | 500347  | 555390 | 225.00    |
| Total for fund 220 RECREATION PROGRAMS FUND |       |         |                                |                          |         |        | 4,365.50  |
| Fund: 231 AMERICAN RESCUE PLAN ACT          |       |         |                                |                          |         |        |           |
| 06/24/2022                                  | PWBDD | 41035   | CEDARBURG CHAMBER OF COMMERCE  | GRANT EXPENDITURES       | 500331  | 566721 | 60,000.00 |
| 07/01/2022                                  | PWBDD | 41110   | EHLERS                         | GRANT EXPENDITURES       | 500331  | 566721 | 63.75     |
| Total for fund 231 AMERICAN RESCUE PLAN ACT |       |         |                                |                          |         |        | 60,063.75 |
| Fund: 232 DONATIONS                         |       |         |                                |                          |         |        |           |
| 07/01/2022                                  | PWBDD | 41092   | ADVANCED TECHNICAL LLC         | EQUIPMENT/CAPITAL OUTLAY | 500380  | 522100 | 2,283.03  |
| Total for fund 232 DONATIONS                |       |         |                                |                          |         |        | 2,283.03  |
| Fund: 240 SWIMMING POOL FUND                |       |         |                                |                          |         |        |           |
| 06/24/2022                                  | PWBDD | 41030   | BADGER POPCORN & CONCESSION    | OPERATING SUPPLIES       | 500350  | 555321 | 53.00     |
|                                             |       |         |                                | OPERATING SUPPLIES       | 500350  | 555321 | 814.69    |
| CHECK PWBDD 41030 TOTAL FOR FUND 240:       |       |         |                                |                          |         |        | 867.69    |
| 06/24/2022                                  | PWBDD | 41033   | CARRICO AQUATIC RESOURCES      | MAINTENANCE SUPPLIES     | 500340  | 555320 | 4,575.85  |
| 06/24/2022                                  | PWBDD | 41039*# | CHARTER COMMUNICATIONS         | INTERNET                 | 500220  | 555320 | 139.98    |
|                                             |       |         |                                | TELEPHONE/COMMUNICATIONS | 500225  | 555320 | 38.00     |
| CHECK PWBDD 41039 TOTAL FOR FUND 240:       |       |         |                                |                          |         |        | 177.98    |
| 06/24/2022                                  | PWBDD | 41053*# | GUETZKE & ASSOCIATES, INC.     | PROFESSIONAL SERVICES    | 500210  | 555320 | 189.00    |
| 06/24/2022                                  | PWBDD | 41055   | HORIZON COMMERCIAL POOL SUPPLY | OPERATING SUPPLIES       | 500350  | 555320 | 551.00    |
| 06/24/2022                                  | PWBDD | 41064   | MCKESSON MEDICAL -SURGICAL     | EQUIPMENT/CAPITAL OUTLAY | 500380  | 555320 | 16.92     |
|                                             |       |         |                                | EQUIPMENT/CAPITAL OUTLAY | 500380  | 555320 | 11.84     |
|                                             |       |         |                                | EQUIPMENT/CAPITAL OUTLAY | 500380  | 555320 | 763.27    |
| CHECK PWBDD 41064 TOTAL FOR FUND 240:       |       |         |                                |                          |         |        | 792.03    |

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| Fund: 240 SWIMMING POOL FUND |       |         |                                |                                       |         |        |           |
| 06/24/2022                   | PWBDD | 41071*# | OLSEN'S PIGGLY WIGGLY          | OPERATING SUPPLIES                    | 500350  | 555320 | 10.65     |
|                              |       |         |                                | OPERATING SUPPLIES                    | 500350  | 555321 | 7.42      |
|                              |       |         |                                | OPERATING SUPPLIES                    | 500350  | 555321 | 24.16     |
|                              |       |         |                                | CHECK PWBDD 41071 TOTAL FOR FUND 240: |         |        | 42.23     |
| 06/24/2022                   | PWBDD | 41083   | STEPHANIE DAILEY               | SWIMMING POOL - SWIM TEAM             | 467346  | 000000 | 70.00     |
| 06/24/2022                   | PWBDD | 41089*# | WE ENERGIES                    | NATURAL GAS-0716746085-00001          | 500224  | 555320 | 42.62     |
|                              |       |         |                                | NATURAL GAS-0719900042-00001          | 500224  | 555320 | 9,423.15  |
|                              |       |         |                                | CHECK PWBDD 41089 TOTAL FOR FUND 240: |         |        | 9,465.77  |
| 07/01/2022                   | PWBDD | 41095   | AVA DUNPHY                     | OTHER EXPENSES                        | 500390  | 555320 | 175.00    |
| 07/01/2022                   | PWBDD | 41096   | BADGER POPCORN & CONCESSION    | OPERATING SUPPLIES                    | 500350  | 555321 | 100.15    |
|                              |       |         |                                | OPERATING SUPPLIES                    | 500350  | 555321 | 26.00     |
|                              |       |         |                                | CHECK PWBDD 41096 TOTAL FOR FUND 240: |         |        | 126.15    |
| 07/01/2022                   | PWBDD | 41100   | CARRICO AQUATIC RESOURCES      | EQUIPMENT/CAPITAL OUTLAY              | 500380  | 555320 | 32.00     |
| 07/01/2022                   | PWBDD | 41116*# | GRAINGER                       | MAINTENANCE SUPPLIES                  | 500340  | 555320 | 139.02    |
| 07/01/2022                   | PWBDD | 41117   | GREAT LAKES COCA-COLA          | OPERATING SUPPLIES                    | 500350  | 555321 | 265.20    |
| 07/01/2022                   | PWBDD | 41118   | HORIZON COMMERCIAL POOL SUPPLY | OPERATING SUPPLIES                    | 500350  | 555320 | 462.80    |
|                              |       |         |                                | OPERATING SUPPLIES                    | 500350  | 555320 | 342.96    |
|                              |       |         |                                | CHECK PWBDD 41118 TOTAL FOR FUND 240: |         |        | 805.76    |
| 07/01/2022                   | PWBDD | 41120   | JENNIFER SHELL                 | OTHER EXPENSES                        | 500390  | 555320 | 175.00    |
| 07/01/2022                   | PWBDD | 41139   | SAM'S CLUB DIRECT              | OPERATING SUPPLIES                    | 500350  | 555321 | 1,134.50  |
|                              |       |         |                                | Total for fund 240 SWIMMING POOL FUND |         |        | 19,584.18 |
| Fund: 260 LIBRARY FUND       |       |         |                                |                                       |         |        |           |
| 06/24/2022                   | PWBDD | 41039*# | CHARTER COMMUNICATIONS         | TELEPHONE/COMMUNICATIONS              | 500225  | 555110 | 182.96    |
| 06/24/2022                   | PWBDD | 41041*# | CINTAS CORPORATION             | MAINT/CONTRACTED SERVICES             | 500290  | 555110 | 69.24     |

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| Check Date                          | Bank  | Check # | Payee                            | Description                           | Account | Dept   | Amount   |
|-------------------------------------|-------|---------|----------------------------------|---------------------------------------|---------|--------|----------|
| Fund: 260 LIBRARY FUND              |       |         |                                  |                                       |         |        |          |
| 06/24/2022                          | PWBDD | 41044   | DEPARTMENT OF ADMINISTRATION     | LIBRARY TECHNOLOGY                    | 500382  | 555110 | 600.00   |
| 06/24/2022                          | PWBDD | 41057*# | JANI-KING OF MILWAUKEE           | MAINT/CONTRACTED SERVICES             | 500290  | 555110 | 488.58   |
| 06/24/2022                          | PWBDD | 41071*# | OLSEN'S PIGGLY WIGGLY            | DONATION EXPENDITURES                 | 500322  | 555110 | 21.58    |
|                                     |       |         |                                  | DONATION EXPENDITURES                 | 500322  | 555110 | 24.07    |
|                                     |       |         |                                  | CHECK PWBDD 41071 TOTAL FOR FUND 260: |         |        | 45.65    |
| 06/24/2022                          | PWBDD | 41079   | SCHOLASTIC INC, EDUCATION        | DONATION EXPENDITURES                 | 500322  | 555110 | 526.10   |
| 06/24/2022                          | PWBDD | 41089*# | WE ENERGIES                      | NATURAL GAS-0714144119-00001          | 500224  | 555110 | 425.07   |
| 07/01/2022                          | PWBDD | 41093*# | AT&T                             | TELEPHONE/COMMUNICATIONS              | 500225  | 555110 | 130.46   |
| 07/01/2022                          | PWBDD | 41097   | BAKER & TAYLOR BOOKS             | PUBLICATIONS AND SUBSCRIPTIONS        | 500319  | 555110 | 25.69    |
| 07/01/2022                          | PWBDD | 41098*# | BEYER'S HARDWARE                 | OPERATING SUPPLIES                    | 500350  | 555110 | 61.31    |
| 07/01/2022                          | PWBDD | 41147   | WHITE RICE ADVERTISING & PR. LLC | DONATION EXPENDITURES                 | 500322  | 555110 | 4,999.00 |
|                                     |       |         |                                  | Total for fund 260 LIBRARY FUND       |         |        | 7,554.06 |
| Fund: 353 TIF DISTRICT #6           |       |         |                                  |                                       |         |        |          |
| 06/24/2022                          | PWBDD | 41056*# | HOUSEMAN & FEIND, LLP            | ATTORNEY/CONSULTANT                   | 500212  | 566710 | 144.00   |
|                                     |       |         |                                  | Total for fund 353 TIF DISTRICT #6    |         |        | 144.00   |
| Fund: 354 TIF DISTRICT #7           |       |         |                                  |                                       |         |        |          |
| 06/24/2022                          | PWBDD | 41056*# | HOUSEMAN & FEIND, LLP            | ATTORNEY/CONSULTANT                   | 500212  | 566710 | 1,827.00 |
|                                     |       |         |                                  | Total for fund 354 TIF DISTRICT #7    |         |        | 1,827.00 |
| Fund: 400 CAPITAL IMPROVEMENTS FUND |       |         |                                  |                                       |         |        |          |
| 06/24/2022                          | PWBDD | 41038*# | CEDARBURG LIGHT & WATER          | PROCHNOW                              | 500841  | 533750 | 4,788.88 |
| 06/24/2022                          | PWBDD | 41052   | GRAEF                            | DAM STUDIES                           | 500874  | 533750 | 1,980.00 |
| 06/24/2022                          | PWBDD | 41056*# | HOUSEMAN & FEIND, LLP            | PROCHNOW                              | 500841  | 533750 | 225.50   |



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|-------------------------------------|-------|---------|------------------------------|----------------------------------------------|---------|--------|------------|
| Fund: 400 CAPITAL IMPROVEMENTS FUND |       |         |                              |                                              |         |        |            |
| 07/01/2022                          | PWBDD | 41108*# | DORNER INC.                  | DUE FROM LIGHT & WATER                       | 156200  | 000000 | 170,342.48 |
|                                     |       |         |                              | STREET IMPROVEMENTS                          | 500854  | 533311 | 177,674.13 |
|                                     |       |         |                              | STORMWATER IMPROVEMENTS                      | 500475  | 533440 | 3,402.40   |
|                                     |       |         |                              | CHECK PWBDD 41108 TOTAL FOR FUND 400:        |         |        | 351,419.01 |
| 07/01/2022                          | PWBDD | 41114   | GENERAL COMMUNICATIONS INC   | SQUAD 7 SET UP FEES (2022 DODGE              | 500811  | 522120 | 13,091.85  |
| 07/01/2022                          | PWBDD | 41135   | QUALITY TRUCK CARE CENTER    | EQUIP REPLACEMENT                            | 500880  | 533210 | 414.24     |
| 07/01/2022                          | PWBDD | 41148   | ZIPS AW DIRECT               | VEHICLE REPLACEMENTS                         | 500811  | 555510 | 633.98     |
|                                     |       |         |                              | Total for fund 400 CAPITAL IMPROVEMENTS FUND |         |        | 372,553.46 |
| Fund: 601 WATER RECYCLING CENTER    |       |         |                              |                                              |         |        |            |
| 06/24/2022                          | PWBDD | 41031   | BADGER STATE WASTE, LLC      | SLUDGE HAULING                               | 500294  | 573825 | 32,380.50  |
| 06/24/2022                          | PWBDD | 41032*# | BEYER'S HARDWARE             | MAINTENANCE SUPPLIES                         | 500340  | 573830 | 4.64       |
|                                     |       |         |                              | MAINTENANCE SUPPLIES                         | 500340  | 573830 | 28.57      |
|                                     |       |         |                              | CHECK PWBDD 41032 TOTAL FOR FUND 601:        |         |        | 33.21      |
| 06/24/2022                          | PWBDD | 41038*# | CEDARBURG LIGHT & WATER      | ELECTRIC                                     | 500222  | 573825 | 11,960.12  |
| 06/24/2022                          | PWBDD | 41039*# | CHARTER COMMUNICATIONS       | TELEPHONE/COMMUNICATIONS                     | 500225  | 573825 | 139.98     |
|                                     |       |         |                              | TELEPHONE/COMMUNICATIONS                     | 500225  | 573825 | 62.00      |
|                                     |       |         |                              | CHECK PWBDD 41039 TOTAL FOR FUND 601:        |         |        | 201.98     |
| 06/24/2022                          | PWBDD | 41041*# | CINTAS CORPORATION           | SAFETY EQUIPMENT                             | 500372  | 573825 | 102.60     |
| 06/24/2022                          | PWBDD | 41051   | FUREY FILTER AND PUMP        | MAINTENANCE SUPPLIES                         | 500340  | 573830 | 1,047.50   |
| 06/24/2022                          | PWBDD | 41066*# | MIDLAND HEALTH TESTING, INC. | PROFESSIONAL SERVICES                        | 500210  | 573850 | 77.62      |
| 06/24/2022                          | PWBDD | 41067   | NORTH CENTRAL LABORATORIES   | LAB SUPPLIES                                 | 500370  | 573825 | 729.38     |
| 06/24/2022                          | PWBDD | 41069   | NORTH SHORE BANK             | SICK PAY OUT                                 | 500135  | 573805 | 8,166.86   |
| 06/24/2022                          | PWBDD | 41082   | STARNET TECHNOLOGIES         | MAINTENANCE SUPPLIES                         | 500340  | 573840 | 450.00     |

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|----------------------------------|-------|---------|------------------------------|-------------------------------------------|---------|--------|------------|
| Fund: 601 WATER RECYCLING CENTER |       |         |                              | CELLULAR TRANSMITTERS FOR LIFT STATIONS   | 500340  | 573840 | 13,300.00  |
|                                  |       |         |                              | CHECK PWBDD 41082 TOTAL FOR FUND 601:     |         |        | 13,750.00  |
|                                  |       |         |                              |                                           |         |        |            |
| 06/24/2022                       | PWBDD | 41084#  | SYMBIONT                     | ADVANCED TREATMENT EQUIPMENT              | 185335  | 000000 | 2,045.00   |
|                                  |       |         |                              | ADAPTIVE MANAGEMENT ADMIN. **2022**       | 500215  | 573850 | 4,150.95   |
|                                  |       |         |                              | CHECK PWBDD 41084 TOTAL FOR FUND 601:     |         |        | 6,195.95   |
|                                  |       |         |                              |                                           |         |        |            |
| 06/24/2022                       | PWBDD | 41088*# | USA BLUEBOOK                 | MAINTENANCE SUPPLIES                      | 500340  | 573830 | 117.61     |
|                                  |       |         |                              |                                           |         |        |            |
| 06/24/2022                       | PWBDD | 41089*# | WE ENERGIES                  | ELECTRIC 1838 PIONEER 0711836389-00004    | 500222  | 573825 | 18.44      |
|                                  |       |         |                              | NATURAL GAS-0712590709-00001              | 500224  | 573825 | 11.45      |
|                                  |       |         |                              | NATURAL GAS-0713182701-00001              | 500224  | 573825 | 13.22      |
|                                  |       |         |                              | MAINTENANCE SUPPLIES-0713912926-00002     | 500340  | 573840 | 12.78      |
|                                  |       |         |                              | MAINTENANCE SUPPLIES-0711836389-00001     | 500340  | 573840 | 17.23      |
|                                  |       |         |                              | MAINTENANCE SUPPLIES-0713912926-00005     | 500340  | 573840 | 28.65      |
|                                  |       |         |                              | MAINTENANCE SUPPLIES-0713912926-00007     | 500340  | 573840 | 12.78      |
|                                  |       |         |                              | MAINTENANCE SUPPLIES-0713912926-00010     | 500340  | 573840 | 13.80      |
|                                  |       |         |                              | MAINTENANCE SUPPLIES-0713912926-00012     | 500340  | 573840 | 28.69      |
|                                  |       |         |                              | CHECK PWBDD 41089 TOTAL FOR FUND 601:     |         |        | 157.04     |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41093*# | AT&T                         | TELEPHONE/COMMUNICATIONS                  | 500225  | 573825 | 122.21     |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41103   | CINTAS CORPORATION           | SAFETY EQUIPMENT                          | 500372  | 573825 | 102.60     |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41108*# | DORNER INC.                  | COLLECTION MAINS AND ACCESS.              | 184313  | 000000 | 97,632.00  |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41127   | MILWAUKEE RUBBER PRODUCTS    | COLLECTION SYSTEM MAINT                   | 500360  | 573835 | 81.60      |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41132   | OZAUKEE DISPOSAL CORPORATION | REFUSE COLLECTION                         | 500297  | 573830 | 1,525.00   |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41136   | RAY CLAUSING GRADING INC     | WRC PIONEER RD ADAPTIVE MANAGEMENT        | 500383  | 573835 | 4,000.00   |
|                                  |       |         |                              |                                           |         |        |            |
| 07/01/2022                       | PWBDD | 41144   | TROJAN TECHNOLOGIES          | REPLACEMENT UV SYSTEM                     | 185336  | 000000 | 11,237.40  |
|                                  |       |         |                              | Total for fund 601 WATER RECYCLING CENTER |         |        | 189,621.18 |
| Fund: 700 RISK MANAGEMENT FUND   |       |         |                              |                                           |         |        |            |

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| Check Date                     | Bank  | Check # | Payee                   | Description                             | Account | Dept   | Amount     |
|--------------------------------|-------|---------|-------------------------|-----------------------------------------|---------|--------|------------|
| Fund: 700 RISK MANAGEMENT FUND |       |         |                         |                                         |         |        |            |
| 07/01/2022                     | PWBDD | 41112*# | ERIC VON SCHLEDORN FORD | INSURANCE CLAIMS-2022                   | 500547  | 519400 | 2,380.65   |
|                                |       |         |                         | Total for fund 700 RISK MANAGEMENT FUND |         |        | 2,380.65   |
| TOTAL - ALL FUNDS              |       |         |                         |                                         |         |        | 923,131.43 |

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



**CITY OF CEDARBURG**  
**TRANSFER LIST**  
6/21/22-7/5/22

| <b>Date</b>                          | <b>Amount</b>       | <b>Transfer to</b>                                        |
|--------------------------------------|---------------------|-----------------------------------------------------------|
| <b>PWSB CHECKING ACCOUNT</b>         |                     |                                                           |
| 6/21/2022                            | \$2,431.27          | ADP-May & June invoices                                   |
| 6/23/2022                            | \$1,500.00          | Pitney Bowes-postage                                      |
| 6/30/2022                            | \$250,000.00        | PWSB Payroll                                              |
| 6/30/2022                            | \$10,000.00         | PWSB Payroll                                              |
| 7/1/2022                             | \$99,807.02         | WPS-July health insurance premiums                        |
| 7/1/2022                             | \$6,684.08          | Delta Dental-July health insurance premiums               |
| 7/5/2022                             | \$5,575.00          | Health Savings Accounts-contributions for 6/12/22-6/25/22 |
| 7/5/2022                             | \$1,246.37          | ICMA-contributions for 6/12/22-6/25/22                    |
| 7/5/2022                             | \$4,394.70          | North Shore Bank-contributions for 6/12/22-6/25/22        |
| 7/5/2022                             | \$495.00            | Police Union-contributions for 6/12/22-6/25/22            |
| 7/5/2022                             | \$346.15            | State of Wisconsin-child support for 6/12/22-6/25/22      |
| 7/5/2022                             | \$508.49            | Wis Deferred Comp-contributions for 6/12/22-6/25/22       |
|                                      | <u>\$382,988.08</u> |                                                           |
| <b>PWSB PAYROLL CHECKING ACCOUNT</b> |                     |                                                           |
| 7/1/2022                             | \$188,706.98        | Payroll for 6/12/22-6/25/22                               |
| 7/1/2022                             | \$71,088.39         | Payroll taxes for 6/12/22-6/25/22                         |
|                                      | <u>\$259,795.37</u> |                                                           |
| <b>PWSB MONEY MARKET ACCOUNT</b>     |                     |                                                           |
| 6/30/2022                            | \$1,000,000.00      | PWSB Checking                                             |

## 2022 PERMIT SUMMARY BY MONTH

|                               | JAN       | FEB       | MAR       | APR       | MAY       | JUN       | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL      |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----|-----|-----|-----|-----|------------|
| Single Family                 | 2         | 6         | 6         | 4         | 6         | 3         |     |     |     |     |     |     | 27         |
| Duplex                        | 2         | 2         | 4         | 2         | 4         |           |     |     |     |     |     |     | 14         |
| Assessory Building            |           |           | 1         | 5         | 2         | 3         |     |     |     |     |     |     | 11         |
| Addition/Alteration           | 12        | 13        | 20        | 17        | 12        | 11        |     |     |     |     |     |     | 85         |
| Commerical New Constructio    |           |           |           |           |           | 1         |     |     |     |     |     |     | 1          |
| Commercial Additions/Alterati | 2         | 2         | 2         | 1         |           | 3         |     |     |     |     |     |     | 10         |
| Pools                         |           | 1         |           |           |           |           |     |     |     |     |     |     | 1          |
| Razing                        |           |           |           |           | 2         |           |     |     |     |     |     |     | 2          |
| Heat/Vent                     | 25        | 22        | 20        | 23        | 23        | 31        |     |     |     |     |     |     | 144        |
| Signs                         | 1         | 4         |           | 1         | 2         | 1         |     |     |     |     |     |     | 9          |
| Plumbing                      | 27        | 38        | 33        | 32        | 47        | 28        | 1   |     |     |     |     |     | 206        |
| Electrical                    | 43        | 35        | 40        | 33        | 51        | 30        | 2   |     |     |     |     |     | 234        |
| Occupancy                     | 2         | 5         | 7         | 6         | 7         | 9         |     |     |     |     |     |     | 36         |
|                               |           |           |           |           |           |           |     |     |     |     |     |     |            |
| TOTAL VALUE TO CITY           | 1,718,400 | 2,834,155 | 4,417,851 | 3,291,371 | 3,847,840 | 2,724,061 |     |     |     |     |     |     | 18,833,678 |
| INSPECTIONS                   |           |           |           |           |           |           |     |     |     |     |     |     |            |
| Jeff Thoma                    |           |           |           |           |           | 79        | 7   |     |     |     |     |     | 86         |
| JOE JACOBS                    | 1         | 3         |           | 2         | 2         | 4         |     |     |     |     |     |     | 12         |
| MICHAEL BAIER                 | 106       | 198       | 174       | 206       | 215       | 18        |     |     |     |     |     |     | 917        |
| ROGER KISON                   |           |           |           |           |           | 113       |     |     |     |     |     |     | 114        |