

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY APRIL 10, 2023 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, April 10, 2023 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/87295829297>

AGENDA

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Council President Patricia Thome, Council Members Jack Arnett, Rick Verhaalen, Robert Simpson, Kristin Burkart, Mark Mueller, Melissa Bitter
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. NEW BUSINESS
 - A. Discussion and possible action on approving the contract for Stump Grinding 4 Less*
 - B. Discussion and possible action on the amendment to the Planned Unit Development Agreement for the completion of the Hanover Avenue Extension as part of the Fox Run Development on Western Road*
 - C. Discussion and possible action on Resolution No. 2023-10 Awarding the Sale of \$2,725,000 General Obligation Community Development Bonds, Series 2023A*
 - D. Discussion and possible action on Outdoor Alcohol Beverage License for Brunch Cedarburg located at W62 N535 Washington Avenue*

- E. Discussion and possible action on approval of Amplified Music/Sound in an Outdoor Alcohol Beverage Seating Area Permit for period ending 12/31/2023 for Stagecoach Inn, W61 N520 Washington Avenue.
- F. Discussion and possible action on approval of Amplified Music/Sound in an Outdoor Alcohol Beverage Seating Area Permit for period ending 12/31/23 for Art of Joy, W63N644 Washington Avenue
- G. Discussion and possible action on maintenance of Amcast site

8. CONSENT AGENDA

- A. Discussion and possible action on approval of March 27, 2023 Council Meeting Minutes
- B. Discussion and possible action on approval of new 2022-2023 operator licenses for the period ending June 30, 2023 for Carol D. Baranyk, Caroline L. Fairchild, Jakiya M. Ferguson, Paige E. Forler, and Toni M. LaFave ***
- C. Discussion and possible action on payment of bills dated 03/18/2023 through 03/31/2023, transfers dated 03/25/2023 through 04/07/2023, and payroll for period 03/19/23 through 04/01/23*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*

10. COMMUNICATIONS

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

11. ADJOURN TO CLOSED SESSION

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

- A. Approval of March 13, 2023 Closed Session minutes
- B. Discussion and possible action on Sewer Utility Easement Agreement with W61 N518-20 Washington Avenue
- C. Discussion/update on the concept of a new shared services agreement for Fire/EMS services with the Town of Cedarburg

12. RECONVENE TO OPEN SESSION

13. NEW BUSINESS – CONTINUED

- H. Discussion and possible action on Sewer Utility Easement Agreement with W61 N518-20 Washington Avenue

14. ADJOURNMENT

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

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

** *Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting 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.

4/07/23 tas

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

Stump Grinding, Removal and Site Restoration

CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

Project No. PF-2023-1

March 9, 2023

Document No. _____

INVITATION TO BID

~~The City of Cedarburg will receive sealed proposals for Stump Grinding, Removal and Site Restoration at various locations in the City until **10:00 AM, THURSDAY** the **22nd** day of **APRIL**, 2021 ("Closing Date and Time"), at which time all bids will be opened and read aloud. The bid opening will take place at City Hall, W63 N645 Washington Avenue, Cedarburg, Wisconsin.~~

Wages paid on this project shall conform to all Federal, State and local regulations.

The City of Cedarburg reserves the right to reject any or all proposals and to waive any informalities in bidding. No bid shall be withdrawn after the opening of proposals without the consent of the City of Cedarburg for a period of 40 days after the scheduled opening date.

City of Cedarburg, Wisconsin
by Kevin F. Westphal,
City Forester

INSTRUCTIONS TO BIDDERS

1. GENERAL

A. The City of Cedarburg's Parks & Forestry Dept. is soliciting bids for Stump Grinding, Removal and Site Restoration at various locations in the City for the period from March 1, 2023 to December 31, 2023 to be in accordance with City of Cedarburg Standards and Specifications for Stump Grinding, Removal and Site Restoration.

B. Any bid which does not conform fully to these instructions may be rejected.

C. Past or current client/customer references required.

2. BID INFORMATION

A. Service Contract for street, boulevard and park tree stump removal shall be for a one (1) year period anticipated from 3/1/23 through 12/31/23 to be in accordance with City of Cedarburg specification, Standards and Specifications for Stump Grinding, Removal and Site Restoration dated 3/14/23; with the potential for two (2) subsequent one-year renewals based upon the prior year's performance by the Contractor, the City's availability of funding, the same terms and conditions or terms more favorable to the City, and mutual agreement of the City and the Contractor.

B. Location of Work - All work to be performed will be provided as a listing of addresses/locations on City of Cedarburg Owned Property within the corporate limits of the City. Assigned work locations may be in the rear (R), side (S), or front (F) of properties within the Public Right-Of-way (ROW); or within City parks. Site locations shall be numbered according to their location adjacent to the property boundaries and numbered with the flow of traffic; refer to Appendix D for a diagram key to understand site location coding.

C. Volume - The City of Cedarburg anticipates the removal of approximately 200 stumps during this contract.

D. Itemized Bid Worksheet – Attachment A

The items listed on the itemized pricing sheet are representative of those that may be ordered and their prices will be used for evaluation and award purposes. Items purchased will not be limited to this listing. The quantities are estimates only. Orders will be placed for quantities as needed. **Bidders shall assume that all stumps will be Deep Ground (see Standards and Specifications Sec. 8.5) when estimating bid prices.**

3. AWARD STATEMENT

A. Award of the contract will be made to the lowest responsible bidder as determined by the City of Cedarburg. In determining lowest responsible bidder, in addition to price, the following considerations shall be taken into account by the City, including, but not limited to: (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, judgement, experience,

- B. The contract shall be awarded based on a base lump sum bid, equivalent to the sum total of all diameter-inch classes, to the lowest responsible bidder whose bid complies with the bid specifications.

4. BID SUBMITTAL

Failure to submit the bid in the manner described herein can result in bid rejection.

- A. Invitation: Sealed bids for furnishing supplies, equipment, work, material, labor, or services as specified below must be received in the Department of Parks, Recreation & Forestry in the lower level of City Hall, W63 N645 Washington Ave., Cedarburg, WI 53012, no later than the Closing Date and Time listed in this bid document. All bids received after the specified Closing Date and Time will be rejected.

All bids will be opened and read publicly on the specified closing date at 10:00 am in Meeting Room 2, lower level of City Hall, W63 N645 Washington Ave., Cedarburg, WI.

- B. Form and Manner of Bid:

Hard copies of bids must be sealed and addressed to the City of Cedarburg Parks, Recreation & Forestry Dept., City Hall, W63 N645 Washington Ave., PO Box 49, Cedarburg, WI 53012. Your bid envelope must be plainly marked SEALED BID with the following information:

Bid Number: PF-2022-1

~~Bid Closing Date: Thursday, April 22, 2021~~

Bid Closing Time: 10:00 A.M. CST

Commodity/Service being bid: Stump Removal Services

Any bid received in an envelope not properly and clearly marked as specified above may result in the bid being rejected.

- C. Plans and/or Specifications: As contained herein.

- D. Bid Deposit or Bid Bond Required: None.

- E. Performance Bond Required: None.

5. CONTACT PERSON

Any questions, clarifications, etc. must be directed to the **City Forester, Kevin Westphal** at (262) 375-7662 or kwestphal@ci.cedarburg.wi.us at least five (5) working days prior to bid closing date. Requests received after that time will not be considered.

6. RIGHT OF WAIVER OR REJECTION

- A. The City of Cedarburg reserves the right to reject any or all bids, waive any irregularities in the bids or to accept the bid, which the City of Cedarburg feels, will serve its best interests.

B. A Bid Proposal will be rejected because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the bid.

7. MINIMUM WAGE

A. The wages paid shall comply with all Federal, State and local regulations.

8. BID OPENING

A. The bid opening is open to the public. The bids shall be opened, read aloud and referred to the City Forester for review. Upon review and recommendation by the City Forester, the City shall award the contract to the lowest responsive, responsible bidder. This bidder shall be notified at the earliest possible date.

9. MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidders are expected to examine the invitation to bid, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before opening of the bid. In such cases, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is re-advertised and re-let.

10. CONTRACTOR'S INSURANCE REQUIREMENTS

A. It is hereby agreed and understood that the insurance required by the City of Cedarburg is primary coverage and that any insurance or self-insurance maintained by the City of Cedarburg, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

11. INSURANCE REQUIREMENTS

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | |
|---|-------------|
| 1. Each Occurrence limit | \$1,000,000 |
| 2. Personal and Advertising Injury limit | \$1,000,000 |
| 3. General aggregate limit (other than Products-Completed Operations) per Location | \$2,000,000 |
| 4. Products-Completed Operations aggregate | \$2,000,000 |
| 5. Fire Damage limit — any one fire | \$50,000 |
| 6. Medical Expense limit — any one person | \$5,000 |
| 7. Products – Completed Operations coverage must be carried for two years after acceptance of completed work. | |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol

#1– “Any Auto” basis.

C. Workers’ Compensation in such amounts that comply with applicable statutory requirements and employer's liability insurance with limits of \$1,000,000 each accident, \$500,000 disease policy limit, and \$1,000,000 disease each employee.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Cedarburg.

12. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Cedarburg.
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work – City of Cedarburg, **and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Cedarburg.
- E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Cedarburg a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.

13. INDEMNIFICATION

For and in consideration of the City considering the Contractor’s bid, the bidding Contractor (“Bidding Contractor”) agrees as follows:

Bidding Contractor hereby agrees to indemnify, defend and hold harmless the City of Cedarburg, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Bidding Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Cedarburg, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to

indemnify, defend and hold harmless the City of Cedarburg, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Cedarburg, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Bidding Contractor shall reimburse the City of Cedarburg, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Bidding Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Bidding Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Cedarburg, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

14. AFFIRMATIVE ACTION

All Contractors, Subcontractors, vendors and suppliers of goods and services that do business with the City of Cedarburg will comply with all applicable requirements of the Americans with Disability Act of 1990, the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968. Executive Orders 11063, 11246 and 11375, Section 3 of the Housing and Urban Development Act of 1968 and all other published rules and regulations, copies of which are on file and may be obtained in the office of the Affirmative Action Officer.

15. ACCEPTANCE AND BASIS OF PAYMENT

A. The City of Cedarburg shall perform an inspection of all work within three (3) weeks after completion to note and correct any discrepancies. The work that meets the bid specifications following the three-week inspection shall be accepted.

B. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the City of Cedarburg, the City of Cedarburg shall certify in writing that the work has been accepted. Any work so accepted will be paid within 30 days at the contract bid price, unless previously negotiated otherwise.

C. Work may be accepted in parts when the City of Cedarburg and the Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the City of Cedarburg to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

16. SAFETY REQUIREMENTS

Contractor shall comply with the safety requirements in accordance with OSHA Standards and with any other applicable laws, ordinance, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection.

17. CLIENT/CUSTOMER REFERENCES

Contractor shall supply a list of past or current municipal customers including contact information with bid.

18. SUBCONTRACTING

Contractor shall not enter into any subcontract or assignment of this contract.

19. BREACH OF CONTRACT

Contractor's unsatisfactory performance of contract requirements shall constitute breach of contract. The City of Cedarburg may require reworking portions of the stump removal list by repair or renewal.

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CITY OF CEDARBURG
STANDARDS AND SPECIFICATIONS
FOR
STUMP GRINDING, REMOVAL & SITE RESTORATION

1.0 SCOPE OF WORK

- 1.1 The objective of this contract is to perform stump removal and restoration work throughout the City of Cedarburg. The work to be performed under this contract includes the Contractor furnishing all labor, supervision, administration, materials, equipment, insurance, licenses, permits, and utility marking required for stump grinding, removal and site restoration work including soil backfill, grading and seeding at assigned locations within the City of Cedarburg.
- 1.2 Only qualified personnel shall supervise and perform services in this contract. All work shall be performed in accordance with OSHA standards, the latest revision of ANSI Standard Z133.1 and other applicable regulations.
- 1.3 The quantity of stumps in each respective diameter size class on the Itemized Bid Worksheet are estimated for unit bidding purposes and quantities may be adjusted at the discretion of the City as necessary, not to exceed available funding.
- 1.4 All assigned work shall be completed prior to December 31, 2022, beginning from the date of issuance of the Purchase Order to the successful bidder.
- 1.5 The scope of work is not to be interpreted as an absolute definition of the quantity or type of work that may be required.

2.0 BIDDER QUALIFICATIONS/EQUIPMENT REQUIREMENTS

- 2.1 All Stump Grinding and Removal work must be completed under the direct on-site supervision of an experienced stump grinding operator and in accordance with ANSI Z133.1 Standards for Arboricultural Operations – Safety Requirements, latest edition, and all OSHA regulations.
- 2.2 Bidders and all personnel assigned to this work must have the experience, required skills, training and ANSI approved equipment necessary to safely grind and remove stumps in a controlled manner.
- 2.3 All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, devices, stump grinder(s) outfitted with full protective skirt(s), hand tools and other equipment and supplies necessary to perform the work as outlined in these specifications.
- 2.4 All stump grinder equipment must be outfitted with full protective skirts for controlling discharge and to prevent personal injury or damage to structures, buildings, street improvements, utilities, landscaping and other property. Operators shall take additional protective measures

as necessary to eliminate projectiles from the work zone (particularly the rear of the stump grinder or areas not protected by skirting). The Contractor shall be solely responsible for the safety of the crew, all observers, and shall maintain workers compensation insurance as required by the Wisconsin Statutes.

- 2.5 Contractor shall have a competent person in charge of the work at all times to whom the City may issue directives and shall accept and act upon such directives, and who reads, speaks and writes English competently.

3.0 LOCATION OF WORK:

- 3.1 All work to be performed will be provided as a listing of addresses/locations on City of Cedarburg Owned Property within the corporate limits of the City. Assigned work locations may be in the rear (R), side (S), or front (F) of properties within the Public Right-Of-way (ROW); or within City parks. Site locations shall be numbered according to their location adjacent to the property boundaries and numbered with the flow of traffic; refer to Appendix D for a diagram key to understand site location coding.
- 3.2 Refer to Appendix D Sample Stump Removal List for examples of actual work site locations.

4.0 SCHEDULING OF WORK:

- 4.1 Monday – Friday: 7:00 am to 5:00 pm
- 4.2 No work shall be performed on weekend or City-observed holidays, unless otherwise approved, in writing, by the Contract Inspector.
- 4.3 The City will provide the Contractor with an advanced list of work locations upon award of the contract for the purpose of utility marking and site marking.

5.0 CONTRACT INSPECTOR:

- 5.1 Whenever used herein and for the purpose of administering any contract resulting from this invitation to Bid, the Contract Inspector for the City of Cedarburg shall be the City Forester or his/her authorized representative.

6.0 UTILITY MARKING:

- 6.1 **The Contractor is required to contact Diggers Hotline (1-800-242-8541) in advance to obtain clearance and location of utilities in the work zone prior to stump grinding and use suggested Marking Instructions below.** The City will provide the Contractor with a list of work site locations including Digger's Hotline location information (nearest intersection, distance and direction from, side of street) upon award of the contract. No work is permitted at assigned work locations without active Diggers Hotline clearance or delineated work area markings.

6.2 **Marking Instructions for Right-of-Way Stumps.** *Mark a 20 ft. radius of the tree stump located in the tree terrace area within the public right-of-way and mark a 2 ft. radius of the water shut-off valve, at this address or location.*

6.3 In the event that Diggers Hotline markings indicate underground utilities are located within **eighteen inches (18")** of the stump grinding area, the Contractor shall be required to verify the depth of the utility prior to grinding the stump, to ensure the utility will not be struck by stump grinding equipment. In the event that the depth and/or location of underground utilities prevents the safe removal of the stump, the Contractor may skip the work site and notify the Contract Inspector of the conflict. Final billing shall be based on the actual stumps removed, not on the list of assigned work locations.

6.4 In the case a utility is struck while working on assigned contract work locations it is the responsibility of the Contractor to: 1) immediately contact the appropriate utility company, 2) **immediately notify the Contract Inspector by phone (414) 940-3140**, and 3) include notes on the final listing of work completed indicating which utilities were hit at which location(s).

7.0 **MATERIALS:**

7.1 **Grass Seed Mix**

The grass seed mix must have a test date of not more than one (1) year old. The seed mixture shall approximate (+ or – 5%) **33% Kentucky Bluegrass, 33% Perennial Ryegrass and 33% Fine Fescues.**

7.2 **Seed Starter Mulch**

Penn Mulch, Encap Seed Starter Mulch or Lesco Seed Starter Mulch may be used. An equivalent equal may be approved by the Contract Inspector upon request.

DESCRIPTION OF WORK TO BE PERFORMED/WORK REQUIREMENTS

8.0 **Stump Grinding, Debris Removal and Site Restoration Specifications**

8.1 All underground utilities must be marked and cleared by Diggers Hotline prior to any stump grinding.

8.2 All stumps to be ground are of variable diameters and are located in the street ROW (including boulevards/medians, and tree terrace areas located between the sidewalk and curb), City parks or other City property within the City of Cedarburg. Stump diameters shall be measured as an average of the two (2) cross sectional measurements from grass to grass (refer to Appendix E for an illustration).

8.3 All stumps, buttress and surface roots, and associated woody material are to be ground to an appropriate depth below the finished grade (see below for depth specifications) necessary to remove all stump and root woody material to provide adequate space for replanting. The removal of stumps and lateral roots shall successfully sever the roots from the main root mass.

- 8.4 In the event that the replacement tree, indicated by a black “T” painted on the curb, will be moved to a different location a **Shallow Grind** will be sufficient at that site. The entire area delineated by white markings on turf area and/or the street curb and identified with an “S” for **Shallow** shall be ground to a **minimum depth of ten inches (10”)** below the finished grade (refer to Appendix E for an illustration).
- 8.5 In the event that a replacement tree, indicated by a black “T” painted on the curb, will be planted at or near the stump location, a **Deep Grind** shall be required at that site. The entire area delineated by white markings on turf area and/or the street curb and identified with a “D” for **Deep** shall be ground to a **minimum depth of twenty-one inches (21”)** below the finished grade. Additional grinding depth may be necessary if the minimum twenty-one inches (21”) do not adequately sever the roots from the main root mass and **remove all stump and root woody material** (refer to Appendix E for an illustration).
- 8.6 All stump grindings and associated debris generated by stump removal shall be removed from the site within forty-eight hours (48 hrs.) after grinding. Stump grindings and debris shall be placed away from the curb and gutter, street, and sidewalk immediately to eliminate hazards to the motoring public and pedestrians and to eliminate damage to public property. Contractor shall place a Cedarburg Parks & Forestry Stumping Door Hanger on/in the door of the adjacent property and all hard surfaces shall be broom swept prior to leaving the work site. Stump holes and debris piles, if left open overnight, shall be properly barricaded. **All grindings, soil and debris resulting from the grinding process shall be completely removed from the grinding area and shall not be used as backfill.**
- 8.7 All holes including surface root holes and ruts resulting from the stump removal process shall be back-filled with screened topsoil, as provided by the City, foot-tamped in lifts of six-inch (6”) depth, and finish raked a minimum of one inch (1”) and no more than two inches (2”) above the grade, to allow for soil settling.
- 8.8 All disturbed areas resulting from the stump grinding and removal process shall be seeded with high quality fresh grass seed meeting specifications as described in Section 7.1 at the rate equivalent to four pounds (4 lbs.) per one thousand square feet (1,000 sq. ft.) and mulched with Seed Starter Mulch, or approved equal, as described in Section 7.2.
- 8.9 All hard surfaces such as sidewalks, streets, curbs, gutters, driveways and any other paved surfaces shall be broom swept and blown off upon completion of stump grinding, and again after site restoration work.
- 8.10 All assigned work locations must be prepared and restored in a controlled and safe manner to prevent damage to property including but not limited to adjacent buildings, windows, vehicles, trees, irrigation systems, sidewalks, curbs and landscaping on both private and public property. All damage caused by Contractor operations shall be restored to their original conditions to the satisfaction of the Contract Inspector within three (3) days of occurrence.

- 8.11 All Diggers Hotline flags shall be picked up from the work site by the Contractor upon completion of work and disposed of at his expense.

9.0 TRAFFIC CONTROL

- 9.1 To protect the public and contractor's employees from danger, suitable street to sidewalk barriers, highway cones, or signs shall be used during stump removal operations. Flashing signals shall be placed on all barriers or obstructions placed in, or remaining on, streets during hours of darkness. All temporary traffic control measures shall comply with standards contained in Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) and the Wisconsin MUTCD Supplement.

10.0 INSPECTIONS

- 10.1 All work shall be subject to inspection, examination, or test by the Contract Inspector and/or the City at any and all times during or after the performance of said work and at any and all places where such work is or has been performed. The Contract Inspector shall have the right to reject defective or otherwise unsatisfactory work and require its correction. Rejected work shall be corrected within five (5) working days from the date of written notice and to the satisfaction of and without charge to the Contract Inspector and City.

11.0. QUESTIONS

All questions regarding these specifications shall be directed to:

Kevin F. Westphal, City Forester
kwestphal@ci.cedarburg.wi.us
(262) 375-7662 office
(414) 940-3140 mobile

March 22, 2023

ITEM	STUMP DIAMETER CLASS	QUANTITY	UNIT PRICE IN FIGURES (EACH)	TOTAL BID PRICE QTY X UNIT PRICE (IN FIGURES)
1.	5.0 – 8.9 Inch Diameter Stumps	11	\$93.68	\$1,030.48
2.	9.0 – 13.9 Inch Diameter Stumps	28	\$145.73	\$4,080.44
3.	14.0 – 19.9 Inch Diameter Stumps	42	\$208.21	\$8,744.82
4.	20.0 – 24.9 Inch Diameter Stumps	39	\$260.26	\$10,150.14
5.	25.0 – 30.9 Inch Diameter Stumps	43	\$322.72	\$13,876.96
6.	31.0 – 35.9 Inch Diameter Stumps	20	\$374.79	\$7,495.80
7.	36.0 – 40.0 Inch Diameter Stumps	5	\$416.43	\$2,082.15
8.	40.1 and larger Inch Diameter Stumps	3	\$463.22	\$1,389.66
	TOTALS	191	\$2285.04	\$48,850.45

Base Lump Sum Total Bid for Stump Grinding, Removal and Site Restoration based on Diameter Size Class:

(Bid in Figures) \$ 48,850.45 lump sum

(Bid in Words) \$ Forty Eight Thousand Eight Hundred And Fifty Dollars And Forty Five Cents
lump sum

The quantities stated herein before are approximate only. Payment will be made for the quantities or work ordered and actually complete.

We agree that the City of Cedarburg, Wisconsin, intends to award all of the work shown herein to one responsible vendor in the best interest of the City.

The City reserves the right to reject any or all quotations, to waive any informalities in any quotation, and to omit any part of the above work.

Firm Name STUMP GRINDING 4 LESS

Signed By 

Address 571 W 21820 JAMES CT.
MUSKEGO WI, 53150

Date Submitted 3/17/2023

**CONTRACT FOR PROFESSIONAL SERVICES
CITY OF CEDARBURG**

This Agreement made 3/17/2023 between the City of Cedarburg ("City") and STUMP GRINDING 4 LESS ("Contractor").

WHEREAS, The City desires to have the Contractor to remove stumps at various locations on City property.

WHEREAS, The Contractor agrees to provide these services for the City under the terms and conditions set forth in this contract, to be completed in full by December 31, 2023.

IN CONSIDERATION of the mutual promises set forth in this contract, it is agreed by and between the City and Contractor as follows:

1. DESCRIPTION OF WORK

The work to be performed by Contractor includes all services generally performed by Contractor in Contractor's usual line of business, including, but not limited to, those services as described in the City's request for proposal dated March 14, 2022, a copy of which is attached and is incorporated as part of this agreement. ³ KW

2. RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of the City for any purpose. The Contractor is not entitled to any of the benefits that City provides for City's employees. It is understood that the City does not agree to use contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed while under contract with the City.

3. LIABILITY

The work to be performed under this contract will be performed entirely at Contractor's risk. Contractor agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this contract.

4. INSURANCE COVERAGE

Contractor shall maintain in connection with the services [for the term of this agreement], one or more insurance policies with the following coverage and limits and naming City as an additional insured.

Workers Compensation: per State Statute

Employers Liability: \$1,000,000 per accident
\$1,000,000 per employee

Commercial General Liability: \$1,000,000 per occurrence

- Bodily Injury \$2,000,000 aggregate
- Property Damage \$2,000,000 umbrella
- Errors and Omission \$1,000,000 per occurrence

5. RESERVATION OF RIGHTS

The City reserves the right to review and comment on Contractor's work throughout the duration of the contract term to ensure the City's satisfaction with the result of Contractor's services. This reservation does not alter the independent contractor-employer status of the parties, nor does it create an employer-employee relationship.

6. DURATION

Either party may cancel this contract on 30 days' written notice; otherwise, the contract shall remain in force until all work is completed.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CONTRACTOR

CITY OF CEDARBURG

Firm Name STUMP GRINDING 4 LESS

Signed By [Signature] Mike O'Keefe, Mayor

Address 571 W 21820 JAMES CT.
MUSKOGEE, WI 53150

Tracie Sette, City Clerk

CITY OF CEDARBURG

MEETING DATE: April 10, 2023

ITEM NO: 7.B.

TITLE: Discussion and possible action on the amendment to the Planned Unit Development Agreement for the completion of the Hanover Avenue Extension as part of the Fox Run Development on Western Road

ISSUE SUMMARY: P2 Development Company has been notified of a delay in the delivery of electrical components for the apartment buildings until October. This will push back the completion date for the apartment buildings. In the meantime, they would like to focus on the construction of the townhomes on the west side of the future Hanover Avenue.

P2 Development is proposing to complete the extension of Hanover Avenue in two phases. Phase one would be completed with binder asphalt in August as planned. Phase two would be completed approximately 6 weeks later. They would also ask that occupancy permits could be issued with the completion of Phase 1 of the Hanover Avenue extension. Per the Developer's Agreement the entire Hanover Avenue extension shall be completed before occupancy permits are issued.

STAFF RECOMMENDATION: Staff does not object to the amendment.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: NA

BUDGETARY IMPACT: None.

ATTACHMENTS: Schematic of proposed phasing
Copy of page 7 of Developer's Agreement

INITIATED/REQUESTED BY: Mike Wieser

FOR MORE INFORMATION CONTACT: Mike Wieser-(262)375-7610

2. Developer has paid all impact fees for the building where permit is requested.

D. **No occupancy permits will be issued until all of the following have occurred:**

1. Natural gas, electrical, communications cable have been completely installed serving the building for which Developer is seeking occupancy.
2. Sanitary sewer, watermain, storm sewer, and all laterals in the right-of-way have been completely installed and approved serving the building for which Developer is seeking occupancy.
3. Paved parking is constructed and completed serving the building for which Developer is seeking occupancy.
4. Developer or Landowner has granted all access and maintenance easements to the City, as required in Section III, herein.
5. Hanover Avenue extension has been completed, including all curb, sidewalk, two (2) layers of asphalt and restoration.

SECTION VII REPRESENTATIONS, WARRANTIES

A. Landowner, Developer and P2 Development hereby represent and warrant to the City that:

1. Landowner, Developer and P2 Development are limited liability companies duly formed and validly existing and qualified to do business in and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on their business or financial condition;
2. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary limited liability company action of Developer and P2 Development, and constitute the valid and binding obligations of both enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally; and
3. The execution, delivery and performance of obligations of Developer or P2 Development pursuant to this Agreement will not violate or conflict with

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF CEDARBURG AND FOX RUN DEVELOPMENT CEDARBURG, LLC,
P2 DEVELOPMENT COMPANY LLC AND JB PROPERTIES 8 LLC**

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of April, 2023, by and between the **CITY OF CEDARBURG**, a Wisconsin municipal corporation (“City”), and **FOX RUN DEVELOPMENT CEDARBURG LLC**, a Wisconsin Limited Liability Company (“Developer”), **P2 DEVELOPMENT COMPANY LLC**, A Wisconsin Limited Liability Company (“P2 Development”), and **JB PROPERTIES 8 LLC** (“Landowner”) (City, Developer, P2 Development and Landowner may be collectively referred to herein as “Parties” or individually “Party”).

RECITALS

(i) The Parties entered into a written Planned Unit Development Agreement dated October 8, 2022 (the “Original Development Agreement”) pertaining to the development of the real property located at N49W6337 Western Road in the City of Cedarburg as a residential subdivision commonly referred to as Fox Run Development and more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter “Property”).

(ii) The Original Development Agreement called for the Developer to complete the Hanover Avenue extension (“Hanover Extension”), between Western Road and Jackson Street, ~~as shown in Exhibit B, attached hereto and incorporated herein by reference,~~ including all curb, sidewalk, two (2) layers of asphalt and restoration on or before the issuance of occupancy permits within the Property.

(iii) The Developer wishes to complete the Hanover Extension in phases, and receive occupancy permits as each phase is completed, as described in more detail herein.

(iv) The Parties now wish to amend the Original Development Agreement to provide that the Developer shall be allowed to complete the Hanover Extension in phases, and receive occupancy permits as each phase is completed, as described in more detail herein.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the Parties agree to amend the Original Development Agreement as follows:

1. Section VI(D)3. of the Original Development Agreement, shall be deleted and recreated as follows:
 - (3) All private roadways and adjacent paved parking are constructed and completed serving the building for which Developer is seeking occupancy.

2. Section VI(D)5. of the Original Development Agreement, shall be deleted and recreated as follows:

(5) Completion of Phase I of the Hanover Avenue extension, in phases as shown and generally depicted in Exhibit B attached hereto, with that Exhibit identifying in yellow what are considered a portion of the extension that ends in a "shown in yellow on Exhibit B, with T-intersection", with the construction to, include~~ing~~ all curb, sidewalk, ~~onetwo (12)~~ layers of asphalt and restoration serving the buildings for which Developer is seeking occupancy. The entirety of Hanover Avenue extension, from Western Road to Jackson Street, including all curb, sidewalk, the necessary two (2) layers of asphalt and restoration shall be completed no later than November 15, 2023. Developer shall pay, and be financially responsible for, any additional mobilization charges (exceeding the initial charge) related to the phased construction of the Hanover Avenue extension.

3. Unless otherwise defined herein, all capitalized terms herein shall have the definition as stated in the Original Development Agreement. The Recitals are incorporated herein by reference.

4. All other terms and conditions of the Original Development Agreement, not inconsistent with the terms and conditions set forth herein, shall remain in full force and effect. Any references in the Original Development Agreement to the "Agreement" shall mean and refer to the Original Development Agreement as amended by this Amendment.

IN WITNESS WHEREOF, this First Amendment to Development Agreement is executed by the undersigned as of the date first written above.

CITY OF CEDARBURG

Michael O'Keefe, Mayor

ATTEST:

Tracie Sette, Clerk

APPROVED AS TO FORM:

Michael P. Herbrand, City Attorney

**DEVELOPER: FOX RUN DEVELOPMENT
CEDARBURG, LLC
by and through its managing member**

Robert Bach

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this ____ day of April, 2023, the above named Robert Bach, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission _____

**P2 DEVELOPMENT COMPANY LLC
by and through its authorized member**

James Bach

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this ____ day of April, 2023, the above named Robert Bach, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission _____

LANDOWNER: JB PROPERTIES 8, LLC
by and through its managing member

Robert Bach

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this ____ day of April, 2023, the above named Robert Bach,
to me known to be the person who executed the foregoing instrument and acknowledged the
same.

My commission _____

EXHIBIT A

to the First Amendment to Planned Unit Development Agreement for Fox Run Development

--

LEGAL DESCRIPTION OF PROPERTY

**(NOTE: to the extent a conflict exists between legal description
and property deed, the property deed controls)**

PARCEL A:

Lot 1, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

PARCEL B:

Lot 2, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

PARCEL C:

Lot 3, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

PARCEL D:

Lot 4, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

PARCEL E:

Lot 5, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

PARCEL F:

Lot 6, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin and part of the Northeast 1 /4 of Section 34, Township 10 North, Range 21 East, City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point 1321 feet East of the Northwest corner of the Northeast 1/4, Section 34, Township 10 North, Range 21 East and 244.2 feet South, and on the East line of the T.M.E.R. & L. Co. right of way, which is the point of beginning; thence South 89 degrees East 75.46 feet; thence North 0 degrees 30' East, 112.3 feet; thence South 89 degrees 35' East, 222.2 feet; thence North 0 degrees 30' E 101.1 feet; to a point in the South line of Western Avenue; (which point is 33 feet South of the North line of said Section 34) thence East 47.5 feet, thence South 222 feet; thence South 89 degrees East 47 .5 feet; thence South 323.5 feet; thence South 74.5 degrees 51' West 428 feet to a point in the East line of the T.M.E.R. & L. Co. right of way; thence North 3 degrees 21' East along said right of way 397.8 feet; thence North 36.1 feet to the place of beginning.

PARCEL G:

That part of the Northeast 1 /4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg and that part of Lot 11, Block 19, in the Assessor's Plat of the City of Cedarburg, County of Ozaukee, State of Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Quarter Section; thence East along the North line of said Quarter Section 1713.88 feet to a point; thence South 0 degrees 30 minutes West 566.0 feet to a point in the North line of Lot 11 aforesaid; thence South 0 degrees 30 minutes West 107.02 feet to a point in the South line of Lot 11 aforesaid; thence South 75 degrees, 07 minutes West along the South line of Lot 11 aforesaid 432.9 feet; thence North 3 degrees 21 minutes East 106.7 feet to a point in a line South 74 degrees, 51 minutes West from the Northwest corner of Lot 11 aforesaid; thence North 74 degrees, 51 minutes East to the Northwest corner of Lot 11 aforesaid and thence North 74 degrees 51 minutes East along the North line of Lot 11 a total of 428 feet to the place of beginning.

PARCEL H:

That part of the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg and that part of Lot 11, Block 19, in the Assessor's Plat of the City of Cedarburg, County of Ozaukee, State of Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence East along the North line of said 1/4 section 1713.88 feet to a point; thence South 0 degrees 30 minutes West, 566.0 feet to a point in the North line of Lot 11 aforesaid; the place of beginning of the land to be described; thence South 0 degrees 30 minutes West 107.2 feet to a point in the South line of Lot 11 aforesaid; thence North 75 degrees 07 minutes East along the South line of Lot 11 aforesaid, 130 feet; thence North 0 degrees 30 minutes East, 107.82 feet to a point in a line North 74 degrees 51 minutes East from the Northwest corner of Lot 11 aforesaid; thence South 7 4 degrees 51 minutes West along the North line of said Lot 11, 130.18 feet, more or less, to the place of beginning.

PARCEL I:

That part of Lot 13, Block 19, Assessor's Plat of the City of Cedarburg, and that part of the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point 1766.42 feet North of the Southeast corner of the West 1/2 of said quarter section; thence North 74 degrees 58' East along the South line of Herman Jaehnert property 560.2 feet to a stone monument; thence North 14 degrees 53' West on line 93.46 feet to a stone monument in the South line of Immanuel Evangelical Lutheran Church Property; thence South 75 degrees 07' West along the South line of the Church property and the Kiekhaefer Corp. property 562.9 feet to a stone monument in the East line of the Railway and transmission Line Right of Way of the Wisconsin Electric Power Co.; thence South 3 degrees 21' West along the East line of said right

of way 100.00 feet to a stone monument in the South line of Herman Jaehnert property; thence North 74 degrees 58' East on a line 34.00 feet to the place of beginning.

PARCELJ:

That part of the Lot 15, Block 19, Assessor's Plat of the City of Cedarburg, in the Northeast 1/4 of Section 34-10-21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Lot 15; thence South 88 degrees 23'29" East, along the South line of said Lot 15, being also the North line of Arnold Buch's Addition, 405.81 feet to its intersection with the centerline of S. 2nd Avenue, as laid out in Arnold Buch's Addition, said point being the point of beginning of the land to be described; thence North 1 degrees 36'31" East, along the Northerly extension of the centerline of S. 2nd Avenue, 155.00 feet to a point; thence North 88 degrees 23'29" West on a line parallel to the South line of said Lot 15, 70.00 feet to a point; thence North 1 degrees 36' 31" East on a line parallel to the Northerly extension of the centerline of said South 2nd Avenue, 163.19 feet to a point in the Northerly line of said Lot 15; thence North 74 degrees 58' 01" East along the Northerly line of said Lot 15, 232.78 feet to a Northeast corner of said Lot 15; thence South 2 degrees 07' 4 7" West along the Easterly line of said Lot 15, 132.27 feet to a corner of said Lot 15; thence North 74 degrees 25'11" East along a Northerly line of said Lot 15, 125.94 feet to a Northeast corner of said Lot 15; thence South 1 degrees 53'01" West along the Easterly line of said Lot 15, 287.70 feet to the Southeast corner of said Lot 15; thence North 88 degrees 23'29" West along the South line of said Lot 15, 271 .40 feet to the point of beginning.

PARCEL K:

That part of Lot 15, Block 19, Assessor's Plat of the City of Cedarburg, and part of the Northwest 1/4 of the Northeast 1/4 of Section 34, all in the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Lot 15; thence South 88 degrees 23'29" East along the South line of said Lot 15, being also the North line of Arnold Buch's Addition; 405.81 feet to its intersection with the center line of South 2nd Avenue, as laid out in said Arnold Buch's Addition; thence North 1 degrees 36'31" East along the Northerly extension of the centerline of said South 2nd Avenue, 155.00 feet to a point; thence North 88 degrees 23'29" West on a line parallel to the South line of said Lot 15, 70.00 feet to a point; thence North 1 degree 36'31" East on a line parallel to the Northerly extension of the centerline of said South 2nd Avenue 163.19 feet to a point in the Northerly line of said Lot 15; thence South 74 degrees 58'01" West along the Northerly line of said Lot 15 and its Westerly extension 386.91 feet to a point in the Easterly line of the Wisconsin Electric Power Co. right of way; thence South 3 degrees 21 '01" West, along the Easterly line of said right of way 207.44 feet to a point in the North line of said Arnold Buch's Addition; thence South 88 degrees 23'29" East along the North line of said Arnold Buch's Addition 41.20 feet to the point of beginning.

For informational purposes only:

Property Address:

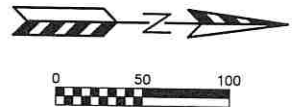
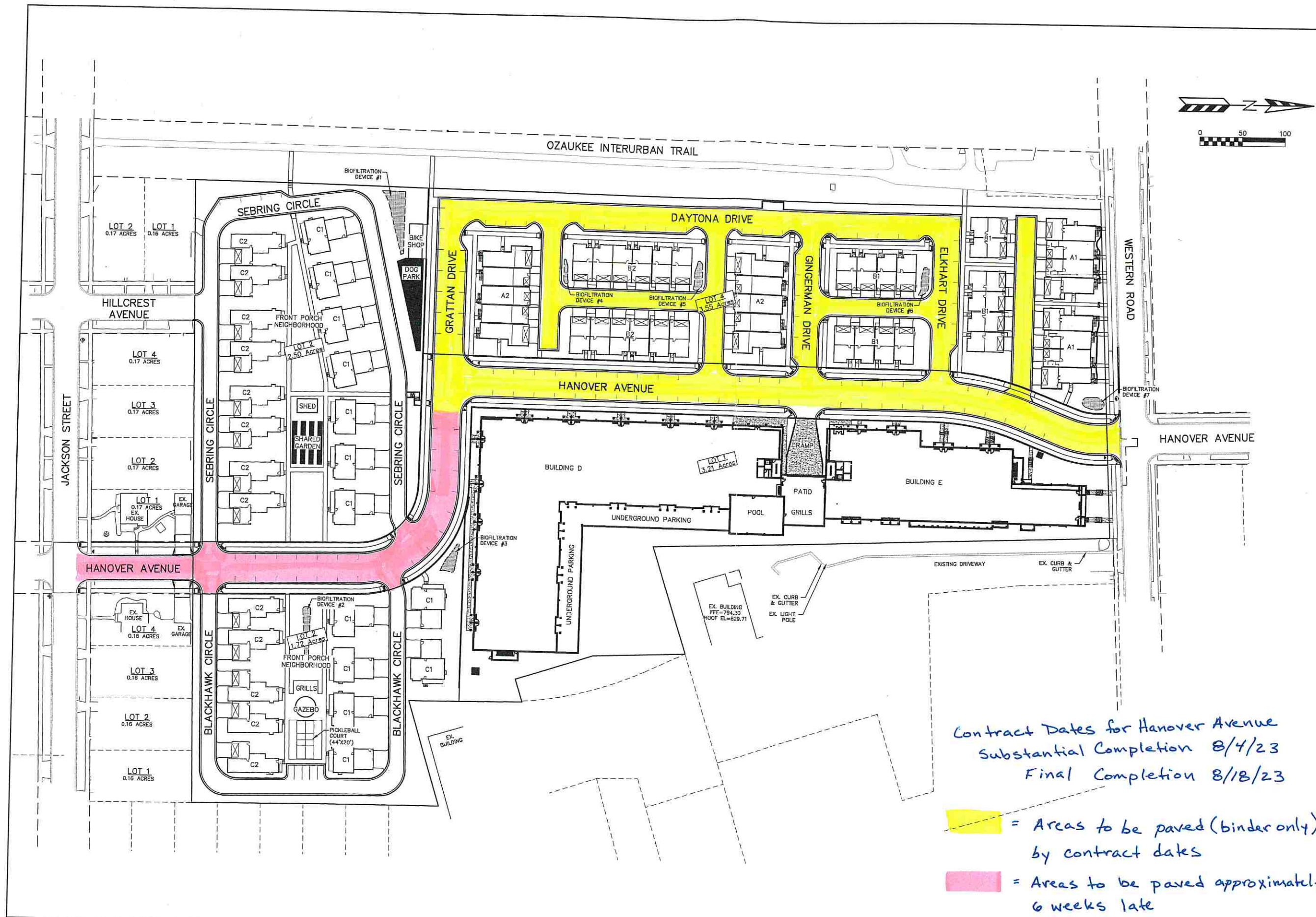
N49 W6337 Western Road and N43 W6300 Jackson Street, Cedarburg, WI 53012

Tax Key Number: 13-050-19-01-001

EXHIBIT B
to the First Amendment to Planned Unit Development Agreement for Fox Run Development

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Hanover Avenue Extension Phasing



NO.	DATE	DESCRIPTION
1	XX-XX-XX	XXXXXXXXXXXXXXXXXXXX

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

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

PLAN TITLE:
 OVERALL
 SITE PLAN

DRAWN BY: KJP
DESIGNED BY: KJP
CHECKED BY: KJP

PLAN DATE:
 2-10-2023

PROJECT NO:
 \PD-09-21\

FINAL

SHEET NO:
C1.02

CITY OF CEDARBURG

MEETING DATE: April 10, 2023

ITEM NO: 7.C.

TITLE: Discussion and possible action on Resolution No. 2023-10 Awarding the Sale of \$2,725,000 General Obligation Community Development Bonds, Series 2023A

ISSUE SUMMARY: At the January 30, 2023 Common Council Meeting, the Council approved Resolution No. 2023-04 approving of interim financing for the project until tax-exempt bonds may be issued to finance the project on a long-term basis. At the March 13, 2023 Common Council Meeting, the Council approved Resolution Nos. 2023-05, 2023-06, 2023-07 providing for the sale of General Obligation Community Development Bonds. Resolution No. 2023-10 confirms ratification of the Notice of Sale, authorization and award, terms, redemptive provisions, forms, and tax provisions of said Bonds.

STAFF RECOMMENDATION: approve Resolution No. 2023-10

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS: Resolution No. 2023-10

INITIATED/REQUESTED BY: Kelly Livingston, Finance Director

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

RESOLUTION NO. 2023-10

RESOLUTION AWARDDING THE SALE OF \$2,725,000
GENERAL OBLIGATION COMMUNITY DEVELOPMENT
BONDS, SERIES 2023A

WHEREAS, on March 13, 2023, the Common Council of the City of Cedarburg, Ozaukee County, Wisconsin (the "City") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$2,725,000 for the purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 7 (the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the News Graphic, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on April 12, 2023;

WHEREAS, on March 13, 2023, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as a single issue of bonds designated as "General Obligation Community Development Bonds, Series 2023A" (the "Bonds") for the purpose of paying the cost of the Project;

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

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on April 10, 2023;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 10, 2023;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$_____.

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

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$2,725,000) from the Purchaser in accordance with the terms and conditions of the Proposal. Subject to the condition that no valid petition for referendum is timely filed, the Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2023A"; shall be issued in the aggregate principal amount of \$2,725,000; shall be dated April 26, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set

forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2033 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2023 through 2042 for the payments due in the years 2023 through 2043 in the amounts set forth on the Schedule. The amount of tax levied in the year 2023 shall be the total amount of debt service due on the Bonds in the years 2023 and 2024; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2023.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Bonds or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2023 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Community Development Bonds, Series 2023A, dated April 26, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No

registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 10, 2023.

Michael O'Keefe
Mayor

ATTEST:

Tracie Sette
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
OZAUKEE COUNTY
NO. R- CITY OF CEDARBURG \$
GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2023A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, April 26, 2023 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the City of Cedarburg, Ozaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,725,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 7, as authorized by resolutions adopted on March 13, 2023 and April 10, 2023. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on March 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2033 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Cedarburg, Ozaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

By: _____
Michael O'Keefe
Mayor

(SEAL)

By: _____
Tracie Sette
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Cedarburg, Ozaukee County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



OUTDOOR ALCOHOL BEVERAGE LICENSE APPLICATION

City of Cedarburg
W63N645 Washington Avenue
PO Box 49
Cedarburg WI 53012
262-375-7600

Under the provisions of Chapter 125, Wis. Stats, the applicant must be in possession of a current Class "B" license.
Name of the individual, partnership or corporation with current Class "B" license: _____

Premises Address: W62N535 Washington Ave Phone: 262-622-3697

Agent (if corporation): _____ Email: Katrina@brunchitup.com

Describe in detail the outdoor area intended for service of alcoholic beverages; also, include a copy of the site plan indicating the exact placement of the outdoor area in relation to the site as a whole. **Please note, this site plan must be included with this application in order to be considered for approval.**

fenced in outdoor patio

In the space provided, please indicate the nature of fencing and other measures proposed to ensure proper control over this outdoor serving area.

metal fencing around entire outdoor patio

Total square footage of following areas: Outdoor Service 1,000 sq ft Licensed Premise 1,000 sq ft

Please check to indicate that you have read and understood the following statements:

- ☒ No amplified sound or music is permitted outside of the building unless a separate Temporary Amplified Music and Sound Permit has been filed and approved by the Common Council.
- ☒ Outdoor serving area must be completely enclosed with a fence or other measures.
- ☒ A licensed operator must be in attendance at all times during operation.
- ☒ This form is considered to be an application for a license; the license will not be valid until all required approvals have been given.

Signature: Katrina Wendland Date: 1/17/23

Print Name/Title: _____

Please return this completed application with site plan and \$50 fee to the City Clerk's office

Note, once approval is given this license will be valid from July 1 thru June 30 of the following year and become part of the premise description after the first year unless specified otherwise during the approval process.

FOR OFFICE USE ONLY (please forward a copy to the Planning department along with site plan)

Application Fee: \$50 Date Paid: _____

	Date of Review	Granted	License Modified	Denied	Comments
Police Dept	<u>03-29-2023</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Approved THRU CPD jbc</u>
Landmarks Commission (if HPD)	<u>3-10-22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plan Commission	<u>3-7-22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Common Council		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Date of Notice to Property Owners within 150 feet of establishment: _____

**Design drawings
not for construction**

This note is to prevent contractors from building from design drawings.
The note will be removed prior to state or building permit submittal.

Owner
Centerburg Land and Cattle LLC
667 W. 18th Street
1,262,370.1918

Architect
SINUS ARCHITECT LLC
8214 W. Douglas Bay Rd.
Menomonee, WI 53041
1,262,238.3888

Structural Engineer
Amrose Engineering
4855 N. 13th Avenue, 1st Floor
Cedarburg, WI 53012
1,262,377,7807

**WASHINGTON
AND MILL**

662 N. 13th Avenue, Cedarburg, WI 53012

Revisions:

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Date: 14.Feb.2021

Sheet Title:
South Elevation

A3.2



1 South Elevation
A3.2 1/4"=1'-0" Note: Not to scale if drawing is printed on 11"x17" paper

Owner
Columbia Land and Capital LLC
507 West 33rd Street, Suite 100
Portland, OR 97214

Architect
GROSS ARCHITECTS LLC
821 N. Longview Blvd. #100
Portland, OR 97217

Structural Engineer
HARRISON ENGINEERING
365 NE 1st Avenue, Suite 200
Portland, OR 97232

Design drawings
not for construction

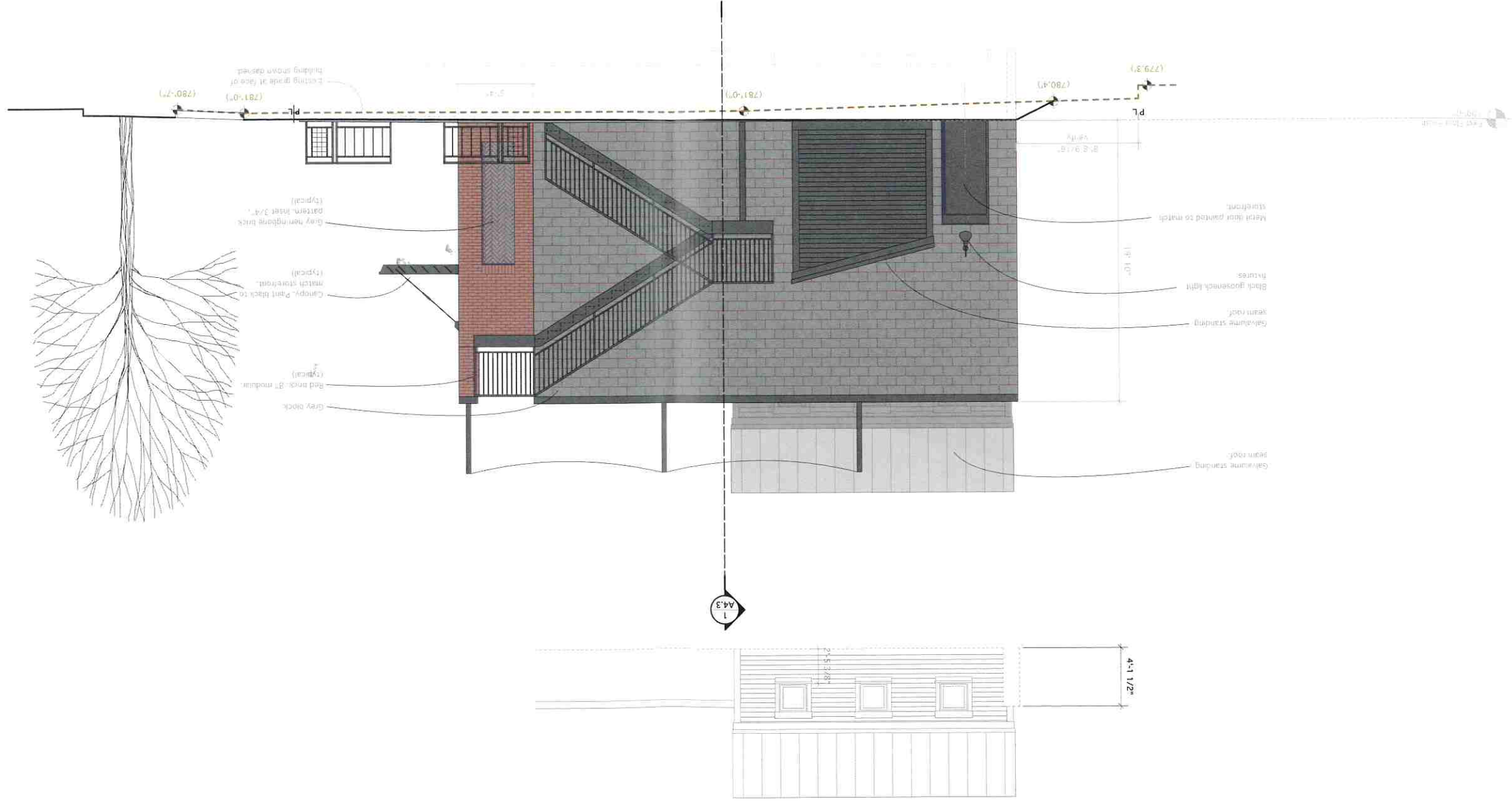
WASHINGTON
AND MILL
507 WEST 33RD WASHINGTON AVE. COLUMBIA, WI 53012

Revisions:

Date: 14.Feb.2021

Sheet Title:
West Elevation

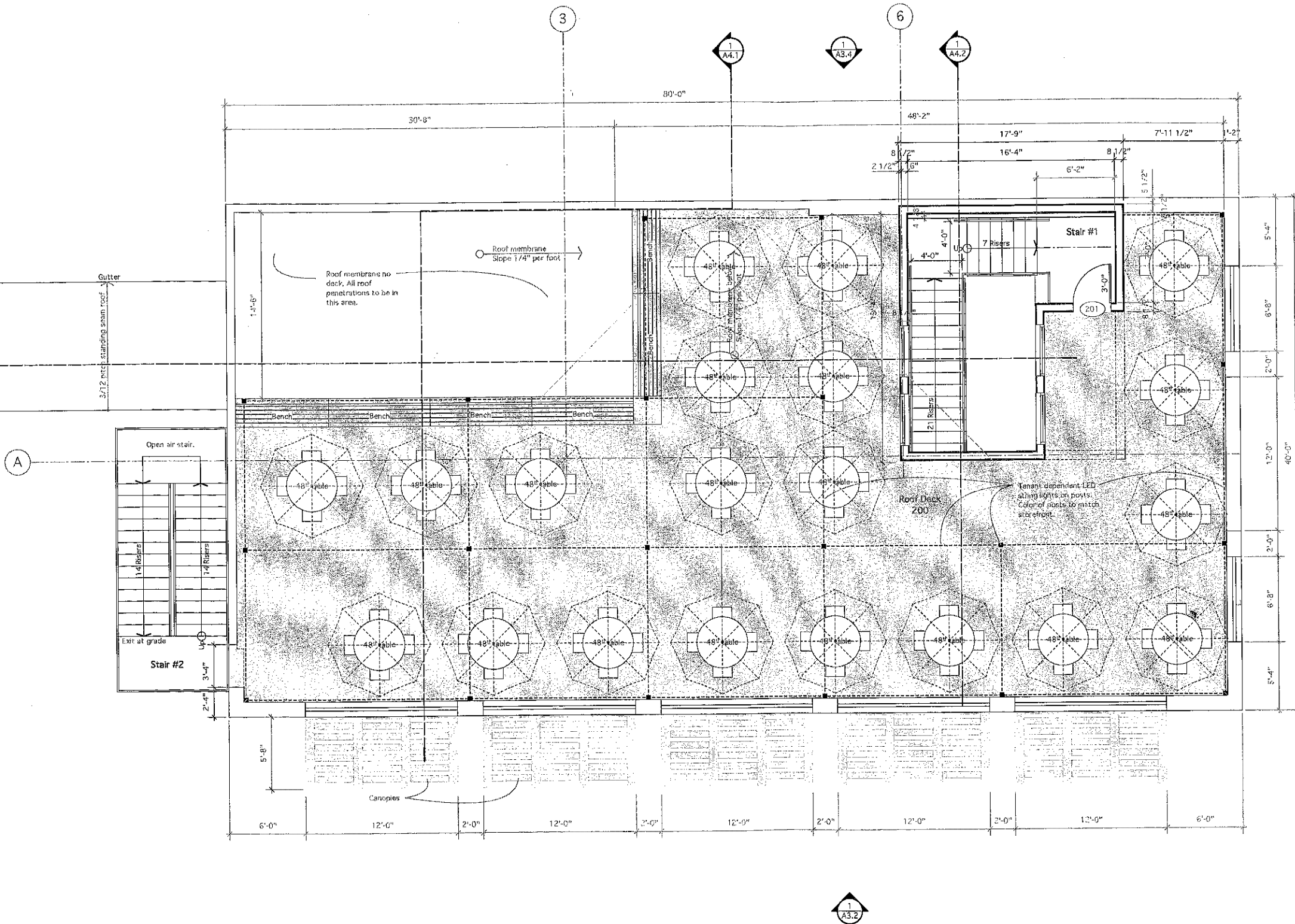
A3.3



1 West Elevation
A3.3 1/4"=1'-0" Note: Not to scale if drawing is printed on 11"x17" paper

Design drawings
not for construction

The note is to prevent contractors from building from design drawings.
This note will be removed prior to state or building permit submittal.



Owner
Cedarburg Land and Cattle LLC
467 W5589 Cedar Court
1.262.376.8019

Architect
Stauss Architects LLC
8215 W. Douglas Bay Rd.
Kenosha, WI 53102
1.262.238.8888

Structural Engineer
Antares Engineering
W66 N215 Commerce Ct Ste 100
Cedarburg, WI 53012
1.262.377.7682

Owner
Cedarburg Land and Cattle LLC
467 W5589 Cedar Court
1.262.376.8019

Architect
Stauss Architects LLC
8215 W. Douglas Bay Rd.
Kenosha, WI 53102
1.262.238.8888

Structural Engineer
Antares Engineering
W66 N215 Commerce Ct Ste 100
Cedarburg, WI 53012
1.262.377.7682

WASHINGTON
AND MILL
W62 N555 WASHINGTON AVE., CEDARBURG, WI 53012

WASHINGTON
AND MILL
W62 N555 WASHINGTON AVE., CEDARBURG, WI 53012

Revisions:

Revisions:

Date: 14.Feb.2021

Date: 14.Feb.2022

Sheet Title:
Roof Deck Plan

Sheet Title:
East Elevation

A2.3

A3.1

LANDMARKS COMMISSION
March 10, 2022

LAN20220310-1
UNAPPROVED

A regular meeting of the Landmarks Commission, City of Cedarburg, Wisconsin, was held Thursday, March 10, 2022 at Cedarburg City Hall, W63N645 Washington Avenue, lower level, Room 1.

The meeting was called to order by Chairperson Judy Jepson at 7:00 p.m.

Roll Call: Present – Chairperson Judy Jepson, Council Member Barbara Lythjohan, James Pape, Tom Kubala, Elizabeth Krimmel

Excused – Tomi Fay Forbes, Chris Smith

Also Present – City Planner Jon Censky

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Motion made by Council Member Lythjohan, seconded by Commissioner Krimmel, to approve the minutes of the February 10, 2022 meeting. Motion carried without a negative vote with Commissioners Forbes and Smith excused.

COMMENTS AND SUGGESTIONS FROM CITIZENS – None

REGULAR BUSINESS

Consider Approval of New Sign for the Cedarburg Mercantile Shop Located at W61N510 Washington Avenue, and Action Thereon

Planner Censky explained that Petitioners Mike and Cindi Purnell filed an application to change their sign. They intend to use the same bracket to mount the sign, and the dimensions will also remain the same. Petitioner Cindi Purnell stated that the name of their non-profit recently changed, prompting them to update their store sign with larger lettering and their new logo.

Action:

Commissioner Kubala made a motion to approve the new sign for the Cedarburg Mercantile as proposed. Council Member Lythjohan seconded the motion. Motion carried without a negative vote with Commissioners Forbes and Smith excused.



Consider Amendment to Previous Certificate of Appropriateness for New Commercial Building Located at W62N535 Washington Avenue; and Action Thereon

Petitioner Greg Zimmerschied and Architect Don Stauss attended the meeting to discuss changes they are proposing for their previously approved site and architectural plan for the new building located on the northwest corner of Washington Avenue and Mill Street. Architect Stauss

explained that the building will keep the same footprint, but they will be moving the open stairwell leading to the rooftop deck from the south elevation to the west elevation, and adding a second set of stairs to the inside of the restaurant via a small penthouse addition. The penthouse will extend up from the rooftop deck and be constructed of 4-inch exposure cement siding with cement siding trim, with the shed style standing seam metal roof sloping to the west. A freezer/cooler will be located off the west wall and will be covered with 4-inch exposure cement siding with cement siding trim. A black rail system is proposed around both the outdoor seating areas located at-grade and the rooftop. Elevations on the east and south sides of the building show garage doors that can be used to provide open air dining. Petitioner Zimmerschied clarified that this feature will be determined by the future tenant. Architect Stauss presented Commissioners with two samples of red brick being considered for the building, in hopes that, depending on material availability, he would have their approval on either one.

Planner Censky explained that this revised plan was presented earlier this week to the Plan Commission, and the motion was made to approve the request based on the review and recommendation of the Landmarks Commission from this meeting.

Action:

Commissioner Kubala made a motion to recommend approval of the proposed changes to the site and architectural plan, along with the option to use either of the two red brick samples presented, based on material availability. Commissioner Pape seconded the motion. Motion carried without a negative vote with Commissioners Forbes and Smith excused.

ADJOURNMENT

A motion was made by Council Member Lythjohan, seconded by Commissioner Krimmel, to adjourn the meeting at 7:31 p.m. Motion carried without a negative vote with Commissioners Forbes and Smith excused.

Victoria Guthrie
Administrative Assistant

W63N540 Hanover Avenue, located in the B-3 District. She explained that even though this site is off the main drag, she found it appealing because it is centrally located in an area that features high walkability with festivals and visitors. She feels that since this site is not highly visible from Washington Avenue, it would be considered less “in your face” to those that might not want to see it. In response to questions from Commissioners, Petitioner Lang assured them that minor children are not allowed inside without a parent or guardian, and a counter will be placed in the reception area of the business to restrict entry. She described her business as being strait-laced and completely anti-drug, assuring Commissioners that the artists are family-oriented Cedarburg people, and their goal is to put out good work.

The majority of Commissioners agreed that the use was better suited to the B-2 District, as opposed to downtown, and felt that, although the more sequestered location off of Hanover Avenue seemed ideal, these types of spaces in the downtown area are limited, reasoning that if other requests for tattoo shops come in for that District, they might not be able to deny them if they are in a more visible location. They also agreed with Planner Censky that adding tattoos as a conditional use allows the most amount of guidance for these establishments.

As part of her request, Petitioner Lang would like the opportunity to purchase the only license to operate a tattoo shop in the City. Commissioners were unsure of the legality of that request, and concluded they would need to consult with the City Attorney.

Since Petitioner Lang confirmed that she has no immediate plans of adding body piercing to her offerings, Commissioners agreed that only tattoo businesses are being recommended at this time.

Action:

A motion was made by Council Member Thome, seconded by Commissioner Voltz, to add tattoo businesses as a Conditional Use in the B-2 Community Business District. Motion carried without a negative vote with Vice Chairperson Kinzel excused.



REQUEST SITE/ARCHITECTURAL CHANGES TO THE APPROVED PLAN FOR COMMERCIAL PROPERTY LOCATED AT W62N535 WASHINGTON AVENUE – CEDARBURG LAND & CATTLE LLC

During their June 7, 2021 meeting, Plan Commissioners approved Petitioner Greg Zimmerschied's request to downsize his original plans for the commercial building proposed for the northwest corner of Washington Avenue and Mill Street. This request was approved on the condition that only footing and foundation permits would be issued until the Petitioner submits and receives approval of his detailed exterior lighting, landscaping and site grading plans.

Petitioner Zimmerschied has once again made changes to the plan; specifically, moving the open stairwell to the roof-top deck from the south elevation to the west elevation, and adding a second set of stairs to the inside of the restaurant via a small penthouse addition.

The penthouse will extend up from the rooftop deck, and be constructed of 4-inch exposure cement siding with cement siding trim, with the shed style standing seam metal roof sloping to the west. On the east elevation, the plan shows a series of Marvin Clad windows facing downtown.

The revised plans also show a freezer/cooler located off the west wall that will be covered with 4-inch exposure cement siding with cement siding trim. A black rail system is proposed around both the outdoor seating areas located at-grade and the rooftop. In terms of exterior lighting, the plan shows a string of post mounted LED lights along the upper front façade, a decorative wall mounted gooseneck fixture at the southeast corner of the building, and one over the rear access door. Elevations on the east and south sides of the building show garage doors that can be used to provide open air dining. Petitioner Zimmerschied clarified that this feature will be determined by the future tenant.

Planner Censky explained that this item was on the agenda for Landmarks Commission review at their last scheduled meeting in February; however, that meeting was canceled for lack of quorum. The topic is rescheduled for their Thursday, March 10, 2022 meeting, which will be held later this week. Due to the timing, Planner Censky suggested that any decision from the Plan Commission should be based on recommendation from the Landmarks Commission as a result of that upcoming review.

The review by City Staff indicates compliance with the PUD Ordinance and approval is recommended subject to the same conditions that were included in the June 7, 2021 Plan Commission Staff Report, as follows:

- Review and approval by Landmarks Commission.
- Verification of adequate turning radius in the parking lot by the Fire Department.
- Determination of fire protection as the project progresses.
- Payment of impact fees prior to issuance of building permit.
- Design of basements for high groundwater and potential petroleum contamination.

Architect Don Stauss was at the meeting and described the changes being proposed to the original plan. In order to prevent further delay of construction, he presented Commissioners with two samples of red brick being considered, in hopes that, depending on material availability, he would have their approval on either one. Petitioner Zimmerschied estimated the completion date of the building to be in the July, August, or September timeframe this year.

Action:

A motion was made by Council Member Thome, seconded by Mayor O'Keefe, to approve changes to the site and architectural plan as proposed, based on the recommendation for approval from the Landmarks Commission during their meeting later this week, and include the option to use either of the two red brick samples presented, based on material availability. Motion carried without a negative vote with Vice Chairperson Kinzel excused.

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
03/24/2023	PWBDD	43215	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	522130	50.00
03/24/2023	PWBDD	43218*#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	3.86
				MAINTENANCE PARTS	500353	533210	1.87
				CHECK PWBDD 43218 TOTAL FOR FUND 100:			5.73
03/24/2023	PWBDD	43219	BRAUN TK ELEVATOR	REPAIR AND MAINTENANCE	500240	518100	256.26
03/24/2023	PWBDD	43221*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	513100	7.85
				TELEPHONE/COMMUNICATIONS	500225	513200	7.85
				TELEPHONE/COMMUNICATIONS	500225	514100	37.96
				INTERNET	500220	514700	1,088.34
				TELEPHONE/COMMUNICATIONS	500225	515400	15.18
				TELEPHONE/COMMUNICATIONS	500225	515600	22.77
				TELEPHONE/COMMUNICATIONS	500225	518100	62.60
				TELEPHONE/COMMUNICATIONS	500225	518100	49.99
				TELEPHONE/COMMUNICATIONS	500225	522310	15.18
				INTERNET	500220	522410	149.98
				TELEPHONE/COMMUNICATIONS	500225	522410	22.77
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	152.75
				TELEPHONE/COMMUNICATIONS	500225	555140	15.18
				INTERNET	500220	555510	127.97
				INTERNET	500220	555510	163.98
				INTERNET	500220	555510	122.97
				TELEPHONE/COMMUNICATIONS	500225	566310	15.18
				CHECK PWBDD 43221 TOTAL FOR FUND 100:			2,131.90
03/24/2023	PWBDD	43222	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	24.76
03/24/2023	PWBDD	43223	CONVERGENT SOLUTIONS, INC.	REPAIR AND MAINTENANCE	500240	522110	350.00
03/24/2023	PWBDD	43224	ENGINEERED SECURITY SOLUTIONS	OPERATING SUPPLIES	500350	533210	1,011.72
03/24/2023	PWBDD	43225	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	103.00
03/24/2023	PWBDD	43226	FIRST ADVANTAGE OCC HEALTH SVC	PROFESSIONAL SERVICES	500210	533210	123.75

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Fund: 100 GENERAL FUND							
03/24/2023	PWBDD	43227	FORWARD TS	EQUIPMENT OUTLAY	500385	514700	13.07
03/24/2023	PWBDD	43229	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	518100	78.27
03/24/2023	PWBDD	43230*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	4,443.00
03/24/2023	PWBDD	43232*#	JANI-KING OF MILWAUKEE	OPERATING SUPPLIES	500350	533210	406.31
03/24/2023	PWBDD	43233	LAFORCE INC.	REPAIR AND MAINTENANCE	500240	555510	1,755.00
				REPAIR AND MAINTENANCE	500240	555510	1,725.00
				CHECK PWBDD 43233 TOTAL FOR FUND 100:			3,480.00
03/24/2023	PWBDD	43234	MID-STATE EQUIPMENT	MAINTENANCE PARTS	500353	533210	44.67
03/24/2023	PWBDD	43235	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	203.58
				MAINTENANCE PARTS	500353	533210	216.58
				MAINTENANCE PARTS	500353	533210	(49.50)
				CHECK PWBDD 43235 TOTAL FOR FUND 100:			370.66
03/24/2023	PWBDD	43237*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	533210	65.65
03/24/2023	PWBDD	43238	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	690.00
03/24/2023	PWBDD	43241	OZAUKEE COUNTY HIGHWAY DEPT	SNOW AND ICE MATERIALS	500450	533450	1,578.92
03/24/2023	PWBDD	43243#	RECOGNITION SPECIALISTS, INC.	OTHER EXPENSES	500390	511100	56.00
				OFFICE SUPPLIES	500310	514100	15.00
				OFFICE SUPPLIES	500310	514100	92.00
				CHECK PWBDD 43243 TOTAL FOR FUND 100:			163.00
03/24/2023	PWBDD	43244	REINDERS, INC.	MAINTENANCE PARTS	500353	533210	710.10
03/24/2023	PWBDD	43246	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE PARTS	500353	533210	276.80
03/24/2023	PWBDD	43247#	SAN-A-CARE, INC.	REPAIR AND MAINTENANCE	500240	518100	56.12

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Fund: 100 GENERAL FUND							
				MAINTENANCE PARTS	500353	533210	425.00
				MAINTENANCE PARTS	500353	533210	(170.00)
				CHECK PWBDD 43247 TOTAL FOR FUND 100:			311.12
03/24/2023	PWBDD	43249	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	979.07
03/24/2023	PWBDD	43250	SUPERIOR CHEMICAL CORP.	OPERATING SUPPLIES	500350	533210	1,356.29
03/24/2023	PWBDD	43251	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
03/24/2023	PWBDD	43252	TSR SOLUTIONS, INC.	EQUIPMENT/CAPITAL OUTLAY	500380	514700	262.50
03/24/2023	PWBDD	43253	U.S. BANK	OFFICE SUPPLIES	500310	514100	118.63
03/24/2023	PWBDD	43254	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	53.26
03/24/2023	PWBDD	43256*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	757.04
				NATURAL GAS-0713912926-00006	500224	518100	940.42
				NATURAL GAS-0713912926-00001	500224	518100	858.01
				NATURAL GAS-0711276804-00002	500224	522100	1,543.80
				NATURAL GAS-0711276804-00001	500224	522100	9.57
				NATURAL GAS-0713912926-00004	500224	522410	173.11
				NATURAL GAS-0713912926-00009	500224	533210	2,453.07
				NATURAL GAS-0719886467-00001	500224	555510	266.90
				NATURAL GAS-0707973696-00001	500224	555510	165.49
				CHECK PWBDD 43256 TOTAL FOR FUND 100:			7,167.41
03/24/2023	PWBDD	43257	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	28.00
03/24/2023	PWBDD	43258#	WM CORPORATE SERVICES, INC	PUBLIC WORKS FEES	463101	000000	115.00
				MAINT/CONTRACTED SERVICES	500290	533710	44,330.40
				MAINT/CONTRACTED SERVICES	500290	533730	21,467.25
				CHECK PWBDD 43258 TOTAL FOR FUND 100:			65,912.65
03/31/2023	PWBDD	43261*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	522110	102.96
				TELEPHONE/COMMUNICATIONS	500225	533210	87.63
				CHECK PWBDD 43261 TOTAL FOR FUND 100:			285.23

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Fund: 100 GENERAL FUND							
03/31/2023	PWBDD	43262*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,087.27
03/31/2023	PWBDD	43264#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	518100	5.02
				OPERATING SUPPLIES	500350	533210	293.11
				MAINTENANCE PARTS	500353	533210	3.10
				MAINTENANCE PARTS	500353	533210	5.39
				REPAIR AND MAINTENANCE	500240	555510	24.27
				REPAIR AND MAINTENANCE	500240	555510	156.05
				CHECK PWBDD 43264 TOTAL FOR FUND 100:			486.94
03/31/2023	PWBDD	43265	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	518100	61.98
03/31/2023	PWBDD	43266#	BMO HARRIS BANK N.A.	CONCEPT 2	500235	522230	895.00
				GAS COUPONS	500240	522230	79.99
				HOME DEPOT	500350	522230	636.43
				NEAT TOOLS	500380	522230	90.95
				OFFICE MAX	500310	522310	332.48
				TRAVEL & TRAINING	500330	522310	100.49
				CHECK PWBDD 43266 TOTAL FOR FUND 100:			2,135.34
03/31/2023	PWBDD	43267	BOBCAT PLUS, INC.	MAINTENANCE PARTS	500353	533210	175.03
03/31/2023	PWBDD	43269	CERTIFIED LABORATORIES	MAINTENANCE PARTS	500353	533210	209.33
03/31/2023	PWBDD	43271	CONLEY MEDIA, LLC	OTHER EXPENSES - PUB RESOURCE GUIDE	500390	555140	390.00
03/31/2023	PWBDD	43273	EGELHOFF LAWMOWER SERVICE	MAINTENANCE PARTS	500353	533210	106.94
03/31/2023	PWBDD	43275	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	402.57
03/31/2023	PWBDD	43277	GENERAL COMMUNICATIONS, INC.	MAINTENANCE PARTS	500353	533210	30.50
03/31/2023	PWBDD	43279	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	608.00
03/31/2023	PWBDD	43283	LANGE ENTERPRISES, INC.	SIGNS	500363	533311	269.40
03/31/2023	PWBDD	43284	LETTERS & SIGNS	OPERATING SUPPLIES	500350	522410	828.00
03/31/2023	PWBDD	43285	LINCOLN CONTRACTORS SUPPLY, INC	MAINTENANCE PARTS	500353	533210	228.97

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Fund: 100 GENERAL FUND							
03/31/2023	PWBDD	43287	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	196.81
03/31/2023	PWBDD	43288	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	20.98
				MAINTENANCE PARTS	500353	533210	373.94
				MAINTENANCE PARTS	500353	533210	57.22
				MAINTENANCE PARTS	500353	533210	55.18
				CHECK PWBDD 43288 TOTAL FOR FUND 100:			507.32
03/31/2023	PWBDD	43289	NEWMAN CHEVROLET	MAINTENANCE PARTS	500353	533210	100.67
03/31/2023	PWBDD	43294	QUALITY STATE OIL CO., INC.	FUEL INVENTORY	161500	000000	6,992.00
				FUEL INVENTORY	161500	000000	4,568.99
				CHECK PWBDD 43294 TOTAL FOR FUND 100:			11,560.99
03/31/2023	PWBDD	43296	REGISTER OF DEEDS	RECORDING FEES	500311	514100	30.00
03/31/2023	PWBDD	43297	REINDERS, INC.	MAINTENANCE PARTS	500353	533210	210.49
03/31/2023	PWBDD	43299	SHERWIN INDUSTRIES, INC.	REPAIR AND MAINTENANCE	500240	533311	675.84
03/31/2023	PWBDD	43301	TOM BYRDE	PUBLIC WORKS FEES	463101	000000	30.00
03/31/2023	PWBDD	43304	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	33.08
03/31/2023	PWBDD	43305	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
03/31/2023	PWBDD	43306	VILLAGE OF GRAFTON	OTHER EXPENSES	500390	555140	628.86
03/31/2023	PWBDD	43309	ZARNOTH BRUSH WORKS INC	REPAIR AND MAINTENANCE	500240	533440	1,482.70
				Total for fund 100 GENERAL FUND			115,441.23
Fund: 200 CEMETERY FUND							
03/24/2023	PWBDD	43218*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	544210	17.54
				Total for fund 200 CEMETERY FUND			17.54
Fund: 220 RECREATION PROGRAMS FUND							
03/24/2023	PWBDD	43220	CEDARBURG PERFORMING ARTS CENTER	POMS EXPENSES	500394	555390	575.00
03/24/2023	PWBDD	43221*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50

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Fund: 220 RECREATION PROGRAMS FUND							
03/31/2023	PWBDD	43278	HEIDI RATH	SUMMER/WINTER REC FEES	467310	000000	75.00
03/31/2023	PWBDD	43286	MASTER PRINTWEAR	POMS EXPENSES	500394	555390	250.00
03/31/2023	PWBDD	43295	REBECCA HANSEN	SUMMER/WINTER REC FEES	467310	000000	80.00
03/31/2023	PWBDD	43303	TRACY PELT	SUMMER/WINTER REC FEES	467310	000000	65.00
Total for fund 220 RECREATION PROGRAMS FUND							1,075.50
Fund: 240 SWIMMING POOL FUND							
03/24/2023	PWBDD	43221*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	149.98
				TELEPHONE/COMMUNICATIONS	500225	555320	38.70
CHECK PWBDD 43221 TOTAL FOR FUND 240:							188.68
03/24/2023	PWBDD	43256*#	WE ENERGIES	NATURAL GAS-0719900042-00001	500224	555320	24.65
				NATURAL GAS-0716746085-00001	500224	555320	9.57
CHECK PWBDD 43256 TOTAL FOR FUND 240:							34.22
Total for fund 240 SWIMMING POOL FUND							222.90
Fund: 260 LIBRARY FUND							
03/24/2023	PWBDD	43214	AMAZON CAPITOL SERVICES	PROGRAM SUPPLIES	500308	555110	7.96
				OFFICE SUPPLIES	500310	555110	109.97
				COMPUTER/COPIER SUPPLIES	500312	555110	177.43
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	47.05
				DONATION EXPENDITURES	500322	555110	79.61
				DONATION EXPENDITURES	500322	555110	375.98
				TRAVEL & TRAINING	500330	555110	173.50
				LIBRARY TECHNOLOGY	500382	555110	38.08
CHECK PWBDD 43214 TOTAL FOR FUND 260:							1,009.58
03/24/2023	PWBDD	43216	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	360.46
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	263.66
CHECK PWBDD 43216 TOTAL FOR FUND 260:							624.12
03/24/2023	PWBDD	43221*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	202.96

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Fund: 260 LIBRARY FUND							
03/24/2023	PWBDD	43231	HVA PRODUCTS, INC	MAINT/CONTRACTED SERVICES	500290	555110	1,247.50
03/24/2023	PWBDD	43232*#	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	970.94
03/24/2023	PWBDD	43236	NASSCO, INC.	OFFICE SUPPLIES	500310	555110	269.36
03/24/2023	PWBDD	43237*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	6.45
03/24/2023	PWBDD	43239	ORKIN COMMERCIAL SERVICES	MAINT/CONTRACTED SERVICES	500290	555110	92.99
03/24/2023	PWBDD	43240	OWEN'S OFFICE SUPPLIES	EMPLOYMENT EXPENSES	500395	555110	101.94
03/24/2023	PWBDD	43248	SCHLITZ AUDUBON NATURE CENTER	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	65.00
03/24/2023	PWBDD	43256*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	1,464.53
03/31/2023	PWBDD	43261*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
03/31/2023	PWBDD	43263	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	43.73
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	152.78
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	410.84
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	372.16
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	43.06
				DONATION EXPENDITURES	500322	555110	240.37
				CHECK PWBDD 43263 TOTAL FOR FUND 260:			1,262.94
03/31/2023	PWBDD	43272	CONSTANCE KINCAIDE	DONATION EXPENDITURES	500322	555110	112.57
03/31/2023	PWBDD	43281	JOHNSON CONTROLS SECURITY SOLU	MAINT/CONTRACTED SERVICES	500290	555110	1,381.29
				MAINT/CONTRACTED SERVICES	500290	555110	1,173.82
				CHECK PWBDD 43281 TOTAL FOR FUND 260:			2,555.11
03/31/2023	PWBDD	43292	PAUL CRANDALL & ASSOCIATES, INC.	REPAIR AND MAINTENANCE	500240	555110	451.00
				Total for fund 260 LIBRARY FUND			10,567.45
Fund: 270 FIRE DEPT & EMS							
03/24/2023	PWBDD	43213	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	412.60

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 03/18/2023 - 03/31/2023
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
03/24/2023	PWBDD	43217	BATZNER PEST CONTROL	MAINT/CONTRACTED SERVICES	500290	522500	59.00
03/24/2023	PWBDD	43221*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	341.87
				TELEPHONE/COMMUNICATIONS	500225	522500	14.23
				TELEPHONE/COMMUNICATIONS	500225	522500	226.54
				CHECK PWBDD 43221 TOTAL FOR FUND 270:			582.64
03/24/2023	PWBDD	43228	GALLS, LLC	UNIFORMS	500346	522500	60.28
				UNIFORMS	500346	522500	77.19
				UNIFORMS	500346	522500	73.95
				CHECK PWBDD 43228 TOTAL FOR FUND 270:			211.42
03/24/2023	PWBDD	43245	RICOH USA, INC.	MAINT/CONTRACTED SERVICES	500290	522500	32.70
03/24/2023	PWBDD	43256*#	WE ENERGIES	NATURAL GAS	500224	522500	979.70
				NATURAL GAS	500224	522500	1,501.47
				CHECK PWBDD 43256 TOTAL FOR FUND 270:			2,481.17
03/24/2023	PWBDD	43259	ZOLL MEDICAL CORPORATION	SUPPLIES AND EXPENSES	500347	522500	560.00
				SUPPLIES AND EXPENSES	500347	522500	772.50
				CHECK PWBDD 43259 TOTAL FOR FUND 270:			1,332.50
03/31/2023	PWBDD	43261*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	90.72
03/31/2023	PWBDD	43262*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	397.55
03/31/2023	PWBDD	43274	EMERGENCY MEDICAL PRODUCTS	SUPPLIES AND EXPENSES	500347	522500	461.89
03/31/2023	PWBDD	43276	GALLS, LLC	EMS - FLEX GRANT EXPENSES	500396	522500	412.43
				EMS - FLEX GRANT EXPENSES	500396	522500	531.87
				CHECK PWBDD 43276 TOTAL FOR FUND 270:			944.30
03/31/2023	PWBDD	43293	PRO-TECH SECURITY SALES	EMS - FLEX GRANT EXPENSES	500396	522500	2,120.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
03/31/2023	PWBDD	43302	TOMASO'S	OPERATING SUPPLIES	500350	522500	108.50
03/31/2023	PWBDD	43308	WPP LLC	OPERATING SUPPLIES	500350	522500	288.00
Total for fund 270 FIRE DEPT & EMS							9,522.99
Fund: 350 TIF DISTRICT FUND #4							
03/24/2023	PWBDD	43230*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	987.00
Total for fund 350 TIF DISTRICT FUND #4							987.00
Fund: 353 TIF DISTRICT #6							
03/24/2023	PWBDD	43230*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	397.50
Total for fund 353 TIF DISTRICT #6							397.50
Fund: 354 TIF DISTRICT #7							
03/24/2023	PWBDD	43230*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	42.00
Total for fund 354 TIF DISTRICT #7							42.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
03/24/2023	PWBDD	43255	VANTAGE FINANCIAL	DEBT SERVICE - PRINCIPAL	500610	581500	3,468.80
				DEBT SERVICE - INTEREST	500620	581500	139.20
CHECK PWBDD 43255 TOTAL FOR FUND 400:							3,608.00
03/31/2023	PWBDD	43260	AECOM TECHNICAL SERVICES INC	NR216 COMPLIANCE	500472	533440	4,601.40
03/31/2023	PWBDD	43282	KUSTOM SIGNALS, INC.	VEHICLE REPLACEMENTS	500811	522120	1,321.75
				VEHICLE REPLACEMENTS	500811	522120	1,321.75
CHECK PWBDD 43282 TOTAL FOR FUND 400:							2,643.50
Total for fund 400 CAPITAL IMPROVEMENTS FUND							10,852.90
Fund: 601 WATER RECYCLING CENTER							
03/24/2023	PWBDD	43221*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	149.98
				TELEPHONE/COMMUNICATIONS	500225	573825	62.00
CHECK PWBDD 43221 TOTAL FOR FUND 601:							211.98
03/24/2023	PWBDD	43242	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	80.35
				LAB SUPPLIES	500370	573825	385.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
CHECK PWBDD 43242 TOTAL FOR FUND 601:							465.88
03/24/2023	PWBDD	43256*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	16.60
				NATURAL GAS-0712590709-00001	500224	573825	605.34
				NATURAL GAS-0713182701-00001	500224	573825	252.41
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	12.08
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	11.87
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	15.25
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	23.66
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	58.87
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	12.08
CHECK PWBDD 43256 TOTAL FOR FUND 601:							1,008.16
03/31/2023	PWBDD	43261*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
03/31/2023	PWBDD	43268	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,960.12
03/31/2023	PWBDD	43270	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	112.79
				SAFETY EQUIPMENT	500372	573825	101.95
CHECK PWBDD 43270 TOTAL FOR FUND 601:							214.74
03/31/2023	PWBDD	43280	INFOSEND, INC.	OFFICE SUPPLIES	500310	573850	53.50
03/31/2023	PWBDD	43290	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
03/31/2023	PWBDD	43291	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	56.70
03/31/2023	PWBDD	43298	RNOW INC	COLLECTION SYSTEM MAINT	500360	573835	1,914.30
03/31/2023	PWBDD	43300	SYMBIONT	ENGINEERING FOR ADAPTIVE MANAGEMENT	500383	573835	3,703.95
03/31/2023	PWBDD	43307#	WATERTECH OF AMERICA, INC	LAB SUPPLIES	500370	573825	2,665.19
				MAINTENANCE SUPPLIES	500340	573830	1,500.00
CHECK PWBDD 43307 TOTAL FOR FUND 601:							4,165.19
Total for fund 601 WATER RECYCLING CENTER							25,401.73
TOTAL - ALL FUNDS							174,528.74

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CITY OF CEDARBURG
TRANSFER LIST
3/25/23-4/7/23

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
3/31/2023	\$90,877.58	WRS-February remittance
4/1/2023	\$2,152.20	Delta Dental-April premiums
4/6/2023	\$221,000.00	PWSB Payroll
4/7/2023	\$1,250.96	ICMA-contributions for 3/5/23-3/18/23
4/7/2023	\$5,704.67	North Shore Bank-contributions for 3/5/23-3/18/23
4/7/2023	\$522.50	Police Union-contributions for 3/5/23-3/18/23
4/7/2023	\$346.15	State of Wisconsin-child support for 3/5/23-3/18/23
4/7/2023	\$891.87	Wis Deferred Comp-contributions for 3/5/23-3/18/23
	<u>\$322,745.93</u>	

PWSB PAYROLL CHECKING ACCOUNT

4/7/2023	\$155,608.51	Payroll for 3/19/23-4/1/23
4/7/2023	\$65,557.06	Payroll taxes for 3/19/23-4/1/23
	<u>\$221,165.57</u>	

BMO HARRIS MONEY MARKET

4/4/2023	\$3,800,000.00	PWSB Money Market
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