

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

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

<https://us02web.zoom.us/j/89954030910>

AGENDA

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present - Common Council – Council Members Patricia Thome, Jim Fitzpatrick, Kevin Curley, Kristin Burkart, Mark Mueller, Melissa Bitter, Robert Simpson
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. PUBLIC HEARING
 - A. A Public Hearing to discuss the proposed 2024 City Budget
8. NEW BUSINESS
 - A. Discussion and possible action on proposed 2024 City Budget*
 - B. Discussion and possible action on Stonelake Developers Agreement* (District 7)
 - C. Discussion and possible action on approval of Condo documents for Stonelake Development* (District 7)
 - D. Discussion and possible action on approval of an engineering design contract for the Willowbrooke Park Pond Retrofit Project.* (District 1)
 - E. Discussion and possible action on Ordinance No. 2023-23 removing Weights, Measures, and Filming permit fees from City Code to place on new fee schedule*

9. CONSENT AGENDA

- A. Discussion and possible action on approval of October 30, 2023 Council Meeting Minutes*
- B. Discussion and possible action on payment of bills dated 10/27/2023 through 11/03/2023, transfers from 11/01/2023 through 11/03/2023, and payroll for period 10/15/2023 through 10/28/2023*

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*

11. COMMUNICATIONS

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

12. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, more specifically, item 12.B. and 12.D. It is further anticipated the Common Council will remain in closed session pursuant to State Statute 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. More specifically to be discussed is item 12.C.

- A. Approval of Closed Session minutes from October 30, 2023 Common Council meeting
- B. Discussion and review of possible Amendment to Developer's Agreement for Amcast site
- C. Discussion and update on response to DNR letter on Prochnow Landfill
- D. Discussion on proposed Development Agreement related to Purchase and sale of Property with BB&C Warehouse, LLC

13. RECONVENE TO OPEN SESSION

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@cityofcedarburg.wi.gov

11/10/23 tas



City of Cedarburg proposed 2024 Budget: Public Hearing

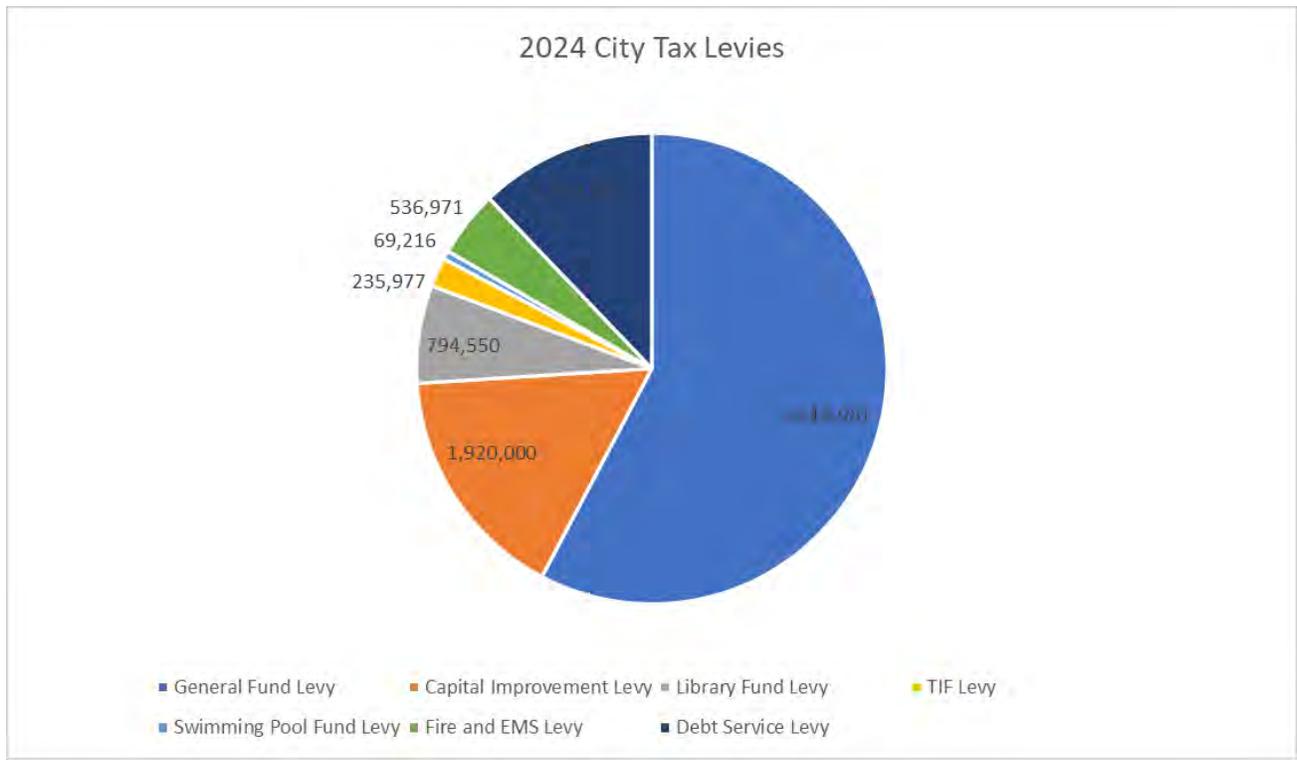
The proposed tax rate is increasing by \$0.08/\$1,000. The priorities for 2024 are Public Safety and Road Repairs.

Year	Rate/\$1,000 of assessed value	City Taxes to Avg. Homeowner*	Rate Increase/(Decrease) from Prior Year
2024	\$6.06	\$2,460	\$0.08
2023	\$5.98	\$2,428	(\$2.06)

*Average home price is \$406,000

The proposed budget shows an increase of \$0.08/\$1,000. The average property value went up from \$392,200 to \$406,000. The levy limit allows for an increase of \$367,374. This amount also qualifies the city to receive future expenditure restraint funding. The 2024 budget will utilize \$236,263 of Debt Service Fund Balance, \$809,363 of Capital Improvement Fund Balance, and \$216,170 of General Fund Balance. With the proposed increases and the utilization of fund balances the tax levy for 2024 is increasing by \$424,840 (3.7%) from 2023.

TAX LEVY



Tax Levy History *(We are still waiting on the County levy.)*

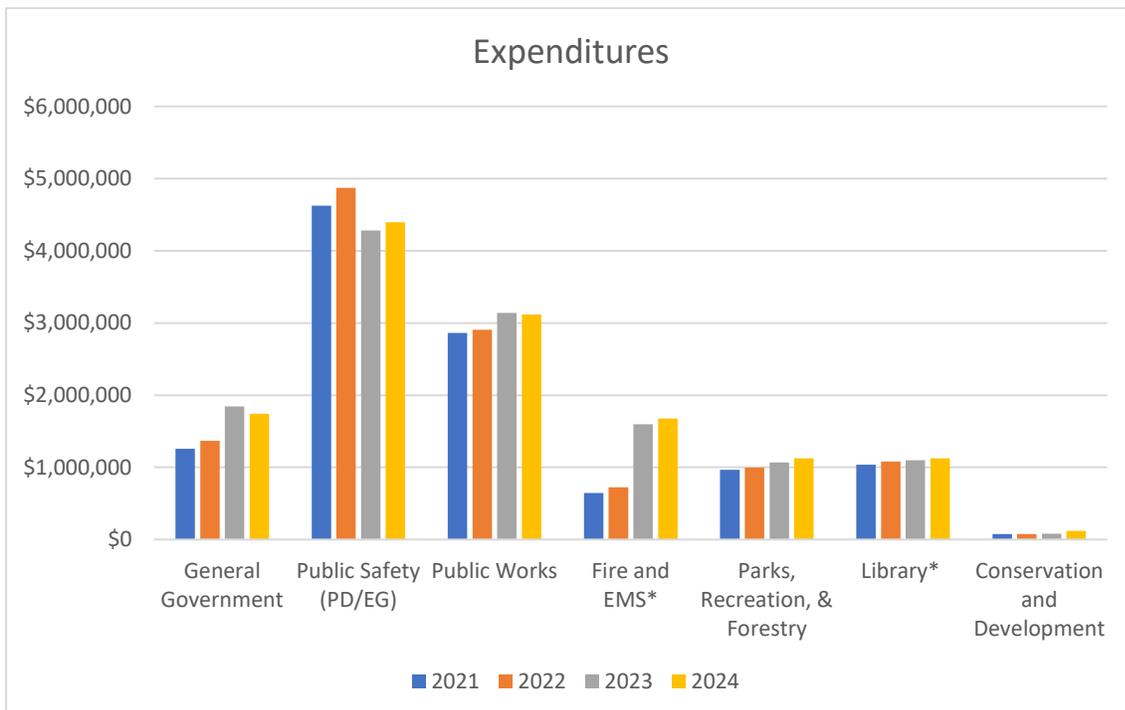
City of Cedarburg—Tax Levy History								
City Tax Levies	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Proposed	% Change 2024/2023
General Fund Levy—Operating	6,133,050	5,954,081	6,107,595	6,220,091	6,613,734	6,818,191	6,818,981	0.0%
Capital Improvement Levy	915,000	1,235,000	1,660,000	1,625,000	1,620,000	1,720,000	1,920,000	11.6%
Special Revenue Fund Levy—Library	722,194	722,194	738,194	758,194	771,194	771,194	794,550	3.0%
TIF District - City Portion	108	148	34,345	67,777	106,691	177,063	235,977	33.3%
Special Revenue Fund Levy—Pool	69,652	67,429	69,216	69,216	69,216	69,216	69,216	0.0%
Special Revenue Fund Levy—Fire&EMS	0	0	0	0	0	464,199	536,971	15.7%
Debt Service Levy	1,502,211	1,817,184	1,664,669	1,917,470	1,982,178	1,365,047	1,434,055	5.1%
Total City Levy	9,342,213	9,798,036	10,294,019	10,677,748	11,163,013	11,384,910	11,809,750	3.7%
Other Taxing Bodies								
Cedarburg Schools—Operating	11,882,675	12,113,832	12,845,138	13,478,204	12,357,761	12,637,461	13,919,387	10.1%
Cedarburg Schools—TIFs	136	183	43,099	111,966	119,510	200,038	280,364	40.2%
Ozaukee County—Operating	2,353,560	2,381,557	2,431,019	2,452,070	2,499,849	2,719,177	<i>pending</i>	
Ozaukee County—TIFs	27	36	6,138	20,324	24,122	42,958	<i>pending</i>	
State of Wisconsin								
M.A.T.C.—Operating	1,646,116	1,651,388	1,690,227	1,766,961	1,683,291	1,752,402	1,795,168	2.4%
M.A.T.C.—TIFs	19	25	5,657	14,646	16,243	27,685	36,089	30.4%
Total Tax Levy (Gross)	25,224,746	25,943,057	27,317,297	28,521,919	27,863,789	28,764,631	27,840,758	-3.2%
- State School Credit	(2,307,992)	(2,285,536)	(2,263,669)	(2,287,193)	(2,319,747)	(2,274,679)		-100.0%
Total Tax Levy (Net)	22,916,754	23,657,521	25,053,628	26,234,726	25,544,042	26,489,952	27,840,758	5.1%
Equalized Valuation	1,309,147,300	1,347,465,200	1,433,294,900	1,548,438,900	1,663,699,600	1,978,343,600	2,188,878,700	10.6%
City Equalized Tax Rate	7.14	7.27	7.18	6.90	6.63	5.75	5.40	-6.2%
School District Equalized Tax Rate	9.06	9.01	8.98	8.72	7.35	6.39	6.36	-0.4%
Total Equalized Tax Rate	17.53	17.56	17.49	16.95	15.16	13.39	12.72	-5.0%
Assessed Valuation	1,248,857,140	126,200,218	1,310,325,200	1,356,239,540	1,387,914,930	1,905,407,280	1,948,098,780	2.2%
Assessment Ratio	95.40%	93.66%	91.41%	87.59%	82.43%	96.31%	89.01%	-7.6%
Tax Rates (Per \$1,000 A.V.)								
City of Cedarburg	7.48	7.76	7.86	7.87	8.04	5.98	6.08	1.8%
Cedarburg School District	9.54	9.62	9.66	10.04	9.01	6.74	7.29	8.2%
Ozaukee County	1.88	1.89	1.88	1.82	1.82	1.45		
State of Wisconsin								
M.A.T.C.	1.32	1.31	1.29	1.31	1.22	0.93	0.94	1.1%
Total Tax Rate (Gross)	20.22	20.58	20.87	21.04	20.09	15.10		
- State School Credit	(1.65)	(1.61)	(1.74)	(1.69)	(1.67)	(1.19)	0.00	-100.0%
Total Tax Rate (Net)	18.37	18.77	19.13	19.35	18.42	13.91		

General Fund Expenditures

	2021	2022	2023	2024
General Government	\$1,256,540	\$1,366,026	\$1,842,238	\$1,743,516
Public Safety (PD/EG)	\$4,625,079	\$4,873,289	\$4,279,995	\$4,394,127
Public Works	\$2,862,044	\$2,907,688	\$3,137,770	\$3,118,335
Fire and EMS*	\$644,112	\$722,438	\$1,595,186	\$1,674,505
Parks, Recreation, & Forestry	\$966,772	\$998,651	\$1,067,506	\$1,125,835
Library*	\$1,036,229	\$1,081,826	\$1,097,035	\$1,123,256
Conservation and Development	\$77,058	\$75,788	\$80,287	\$119,213

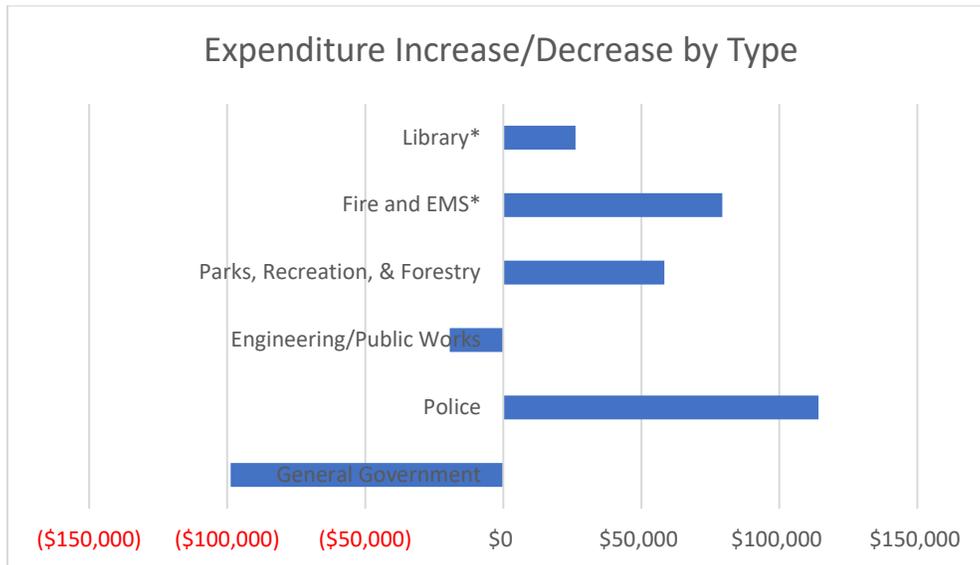
*Special Revenue Funds. Expenditures listed is more than the tax support since these funds receive revenue to offset expenses.

**PRF includes Celebrations and Senior Center



General Fund Expenditure Increases	2023/2024
General Government	(\$98,722)
Police	\$114,132
Engineering/Public Works	(\$19,435)
Parks, Recreation, & Forestry	\$58,329
Fire and EMS*	\$79,319
Library*	\$26,221

*Special Revenue Funds



Departmental Changes

The following spreadsheet shows the amount of Increase/(Decrease) in Department Budgets. All Departments have an increase in salaries and benefits based on a 3% base increase + market wage adjustment + merit pay.

Department	Amount of Increase/(Decrease)	% Increase/(Decrease)	Reason for Change other than Salaries/Benefits
Council/Mayor	No Changes		
Administrator	\$11,826	6.54%	Increase in continuing education fees
City Clerk	\$28,341	10.69%	Sick leave payout
Elections	\$15,000	86.97%	Additional elections in 2024
Technology	(\$7,247)	(4.64%)	2023 increase was for email change.
Assessors	\$2,000	2.28%	Increase in contract
Treasurer's	\$18,682	5.81%	Decreased full-time salary and increase part-time salary
Independent Audit	\$40,000	\$66.67	Increase in audits
City Hall	\$596	0.25%	Wages/benefits custodial changed from

			contract to employee
Employee Relations	No Change		
Insurance Cost	(\$207,920)	(47.96%)	Decrease in surcharge
Police Station	\$13,219	11.36	Custodial changed from contract to employee
Police Administration	\$143,036	18.21%	Payout for two retirees in 2024
Police Patrol	\$77,799	2.80%	Increase in repair and maintenance
Police Investigation	\$16,120	5.44%	Wages/Benefits
Fire Station	(\$67,920)	(100%)	Moved entirely to special revenue fund
Building Inspection	\$24,563	12.37%	Health insurance change
Emergency Management	(\$1,200)	(4.38%)	New uniforms bought in 2023
Engineering/PW Admin	\$12,163	6.58%	Decrease in professional services – was used for monopole management which is no longer needed
Garage/Mechanic	\$22,650	5.36%	Increase in cost of supplies
Public Works Crew	\$65,801	6.05%	Wages/Benefit
Streets Ineligible	(\$26,950)	(88.51%)	One time project in 2023
Street Lighting	\$3,615	1.40	Utility increase
Traffic Signals	\$50	0.45%	Utility increase
Storm Sewers	No Change		
Snow & Ice Control	(\$8,000)	(5.56%)	Less contracted help needed
Solid Waste Collection	(\$47,319)	7.54%	Better contract pricing
Ground Water Monitoring	No Change		
Recycling	(\$21,445)	(7.32%)	Better contract pricing
Senior Center	\$991	1.03	Wage/Benefits Decrease in supplies needed

Celebrations	(\$500)	(2.78%)	Decrease in supplies needed
Parks, Rec, & Forestry	\$50,838	5.22%	Wages/Benefits Staff movement from DPW to Parks
City Planning	\$38,926	48.48%	Full-time planner budgeted for 5/1 start
Operating Transfers Out	No Change		\$100,000 budgeted for dam repairs

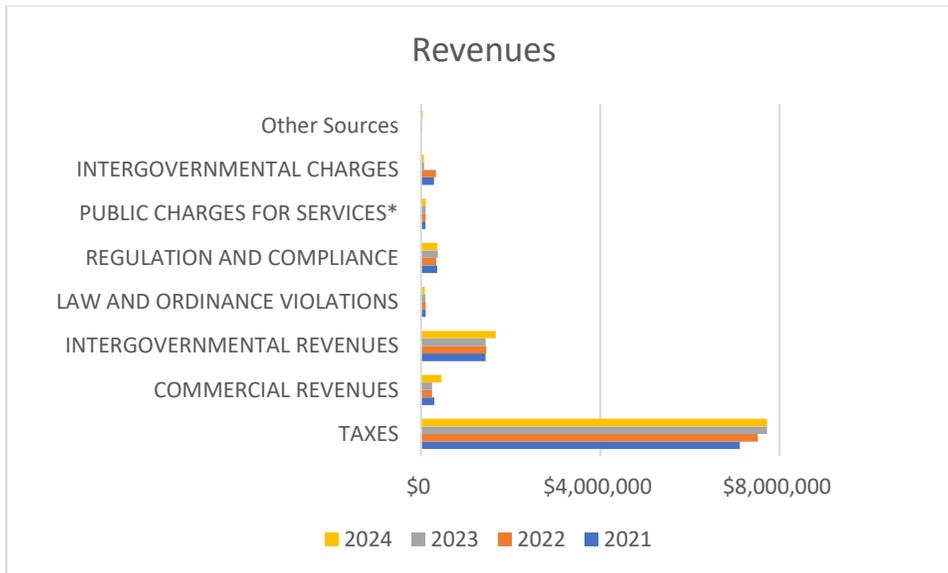
Health Insurance

With moving to the State Health Insurance Plan in 2023 we still have half of the surcharge to pay in 2024. That amount is \$216,170. Per council directive in 2022 we will utilize general fund balance to pay for it. Employees are responsible for 12% of the premium costs. City covers 88%.

General Fund Revenues

Revenue	2021	2022	2023	2024
TAXES	\$7,110,213	\$7,510,807	\$7,715,264	\$7,716,054
COMMERCIAL REVENUES	\$293,162	\$246,140	\$245,481	\$457,750
INTERGOVERNMENTAL REVENUES	\$1,438,670	\$1,454,243	\$1,442,336	\$1,663,240
LAW AND ORDINANCE VIOLATIONS	\$104,130	\$106,100	\$94,919	\$80,867
REGULATION AND COMPLIANCE	\$356,099	\$337,845	\$372,295	\$364,410
PUBLIC CHARGES FOR SERVICES*	\$98,210	\$101,960	\$100,600	\$104,370
INTERGOVERNMENTAL CHARGES	\$290,099	\$327,665	\$68,615	\$58,165
Other Sources	\$0	\$15,303	\$20,000	\$40,000
TOTAL ESTIMATED REVENUES	\$9,690,583	\$10,100,063	\$10,059,510	\$10,484,856

*Public Charges decreased with Fire and EMS moved to special revenue fund. Payment from the Town of Cedarburg for Fire and EMS services is reflected in the Special Revenue Fund.



The following spreadsheet shows the amount of Increase/(Decrease) in revenues.

Revenue	Amount of Increase/(Decrease)	% of Increase/(Decrease)
Property Taxes	\$790	0.01%
Commercial Revenues	\$212,269	86.47%
Intergovernmental Revenues	\$220,904	15.31%
Law and Order Violations	(\$14,052)	(14.80%)
Regulation and Compliance	(\$7,885)	(2.10%)
Public Charges for Services	\$3,770	3.74%
Intergovernmental Charges	(\$10,450)	(15.20%)
Other Sources	\$20,000	100%

Commercial Revenues: Increase in building inspection fees.

Intergovernmental Revenues: State shared revenue is increasing by \$302,824. Expenditure restraint revenue will decrease by \$81,938. All other revenues remain the same or have slight increases/decreases.

Law and Order Violations: Decrease in Police Department charges.

Regulation and Compliance: Liquor, Beer, Direct Sellers, Cigarette, Operator, Bicycle, Dog, Cat, Cable TV, Weights, and Measures licenses. Slight decrease in revenues received.

Public Charges for Services: DPW fees. Slight increase in fees charged and usage of services by residents.

Intergovernmental Charges: Town shared costs of Fire Department operating budget has been moved to the Fire/EMS special revenue fund.

Other Sources: Transfer from Recreation program.

Use of fund balance for 2024

Total Estimated Fund Balance at the end of 2023: \$3,777,536

Policy: “A general fund unassigned fund balance shall be maintained as of December 31 of each year equal to a minimum of 20% and a maximum of 35% of the ensuing year’s general operating budget.”

Minimum required unassigned fund balance per City policy: \$2,140,205

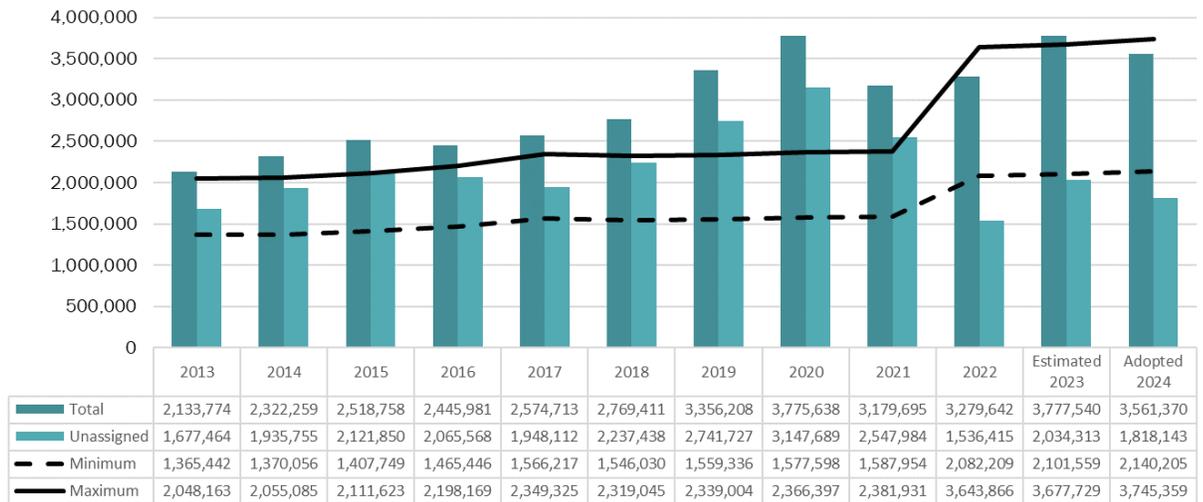
Maximum unassigned fund balance per City policy: \$3,745,359

\$216,170 was approved by the common council for use of fund balance for the health insurance surcharge.

Total use of fund balance budgeted for 2024: \$216,170

Proposed Ending Fund Balance in 2024: \$3,561,370

Proposed Ending unassigned Fund Balance in 2024: \$1,818,143



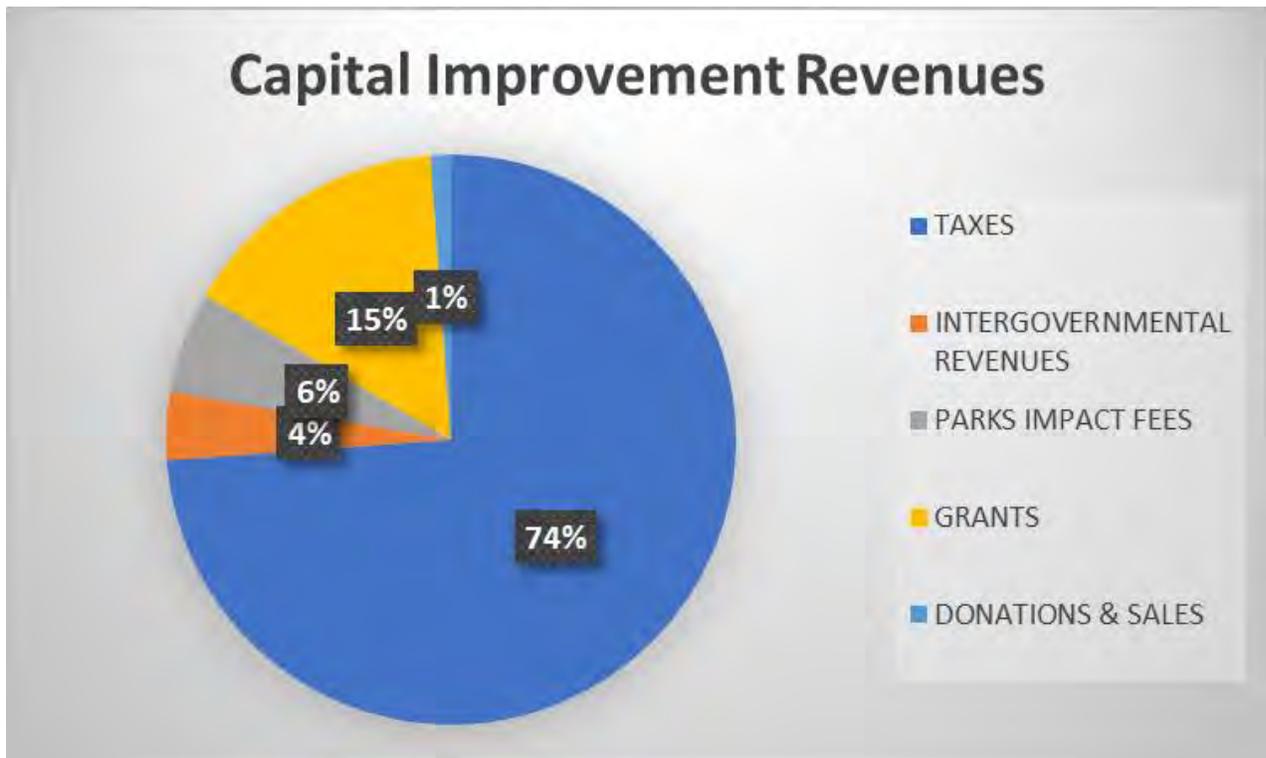
*Unassigned fund balance is the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. Other governmental funds would report deficit fund balances as unassigned.

Capital Improvement Fund

- The levy is increasing by \$200,000 (11.63%) for 2024
- The capital improvement fund levy is 19.41% of the total levy
- Street Improvements make up majority of the Capital Improvement projects with an estimated 2024 allocation of \$1,140,000
- Estimated use of Capital Improvement Fund Balance: \$809,363 for Pool, Library, and Fire Department building improvements along with dam repairs, DPW equipment purchase and Prochnow landfill management.
- Estimated Ending Fund Balance after 2024: \$290,043

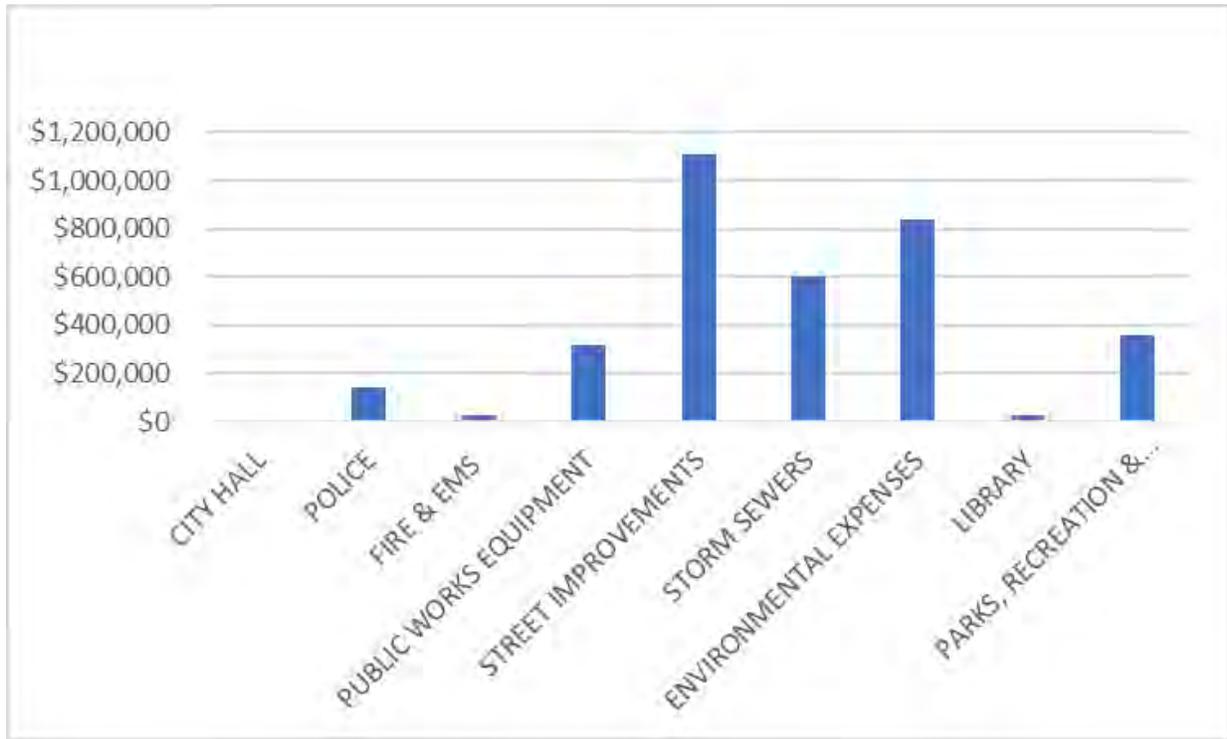
Capital Improvement Revenues

TAXES	\$1,920,000
INTERGOVERNMENTAL REVENUES	\$100,000
PARKS IMPACT FEES	\$150,000
GRANTS	\$400,000
DONATIONS & SALES	\$30,000



Capital Improvement Expenses

CITY HALL	\$6,620
POLICE	\$142,513
FIRE & EMS	\$25,000
PUBLIC WORKS EQUIPMENT	\$318,000
STREET IMPROVEMENTS	\$1,140,000
STORM SEWERS	\$639,179
ENVIRONMENTAL EXPENSES	\$835,000
LIBRARY	\$28,500
PARKS, RECREATION & FORESTRY	\$357,800



Annual Road Improvement Program

Expenditures	2024	2025	2026	2027	2028	2029	2030
Asphalt Repairs – Miscellaneous	60,000	60,000	60,000	75,000	75,000	75,000	75,000
Sidewalk Program – Replacements	30,000	50,000	50,000	50,000	35,000	50,000	50,000
Edgewater Dr – Sunnyside Ln to Highland Dr (S,W,SS)	275,000						
Sunnyside Ln – Edgewater Dr to Birch St (SS)	140,000						
Birch St – Sunnyside Ln to Edgewater Dr	75,000						
Windsor Dr – Georgetown Dr to Bywater Ln & Ct (SS)	180,000						
Georgetown Dr – Cedar Ridge Dr to Windsor Dr & Ct (SS)	285,000						
Eton Ct – Georgetown Dr to Termini	80,000						
Pine St – Hickory St to Evergreen Blvd (SS)		150,000					
Hickory St – Harrison Ave to Pine St (W,SS)		135,000					
Fillmore Ave – Hamilton Rd to Garfield St		225,000					
Jackson St/Hilgen Ave – Washington Ave to Hamilton Rd (S,W)		135,000					
Orchard Dr – Woodland Rd to Cedar Ridge Dr (SS)		235,000					
Fairfield St – Washington Ave to west termini (SS)		135,000					
Fair St – Evergreen Blvd to Washington Ave (S,W)			125,000				
Franklin Ave – Bridge Rd to Walnut St (S,W,SS)			100,000				
Franklin Ave – Pine St to Fair St			100,000				
Madison Ave – Walnut St to Fair St (SS)			170,000				
Oak St – Harrison Ave to Pine St (W,SS)			175,000				
Layton St – Washington Ave to west termini			85,000				
Cedar Ridge Dr – Bridge Rd to Orchard Dr (SS)			355,000				
Harrison Ave – Bridge Rd to Harrison Ct				310,000			
Madison Ave – Lincoln Blvd to Western Rd (SS)				460,000			
Westlawn Ave – Madison Ave to 345' south of Madison Ave				65,000			
St John Ave – Western Rd to Bridge Rd (S,SS,W)				425,000			
St John Ave – Bridge Rd to Washington Ave (S,W,SS)				170,000			
Elm St – St John Ave to Washington Ave				60,000			
Washington Ave – Lincoln Blvd to city limits (SS)				2,500,000			
Meadow Ln & Ct – Appletree Ln to north of Orchard Dr (SS)					355,000		
Evergreen Blvd – Bridge Rd to Western Rd					680,000		
Linden St – Harrison Ave to Pine St (W,SS)					215,000		
Monroe Ave – Bridge Rd to Linden St (SS)					130,000		
Portland Rd – Columbia Rd to Struck Ln (SS)						730,000	
Evergreen Blvd – Western Rd to Lincoln Blvd (SS)						700,000	
Cottonwood Ct – Evergreen Blvd to east termini (SS)						65,000	
Buchanan Dr – Evergreen Blvd to Cedar Pointe Ave (SS)						250,000	
Alyce St – Evergreen Blvd to Washington Ave							370,000
Wilshire Dr – Park Ln to Lenox Pl (SS)							150,000
Lenox Pl – Spring St to Wilshire Dr							65,000
Park Ln – Spring St to WRC driveway							75,000
Hanover Ave – Western Rd to Cleveland Ave							435,000
Turner St – Cleveland Ave to Washington Ave							70,000
South Washington Design Alternatives	15,000						
South Washington Design			150,000				
Highland Bridge Parapet Wall Replacement					500,000		
Columbia/Bridge/Highland Traffic Signal Replacement						150,000	
Total	1,140,000	1,125,000	1,370,000	4,115,000	1,990,000	2,020,000	1,290,000

Annual Storm Improvement Program

Capital Expenditures	2024	2025	2026	2027	2028	2029	2030
Stormwater Consulting	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Regional Stormwater Quality BMP				300,000			350,000
Edgewater Dr – Sunnyside Ln to Highland Dr	35,000						
Sunnyside Ln – Edgewater Dr to Birch St	175,000						
Birch St – Sunnyside Ln to Edgewater Dr	-						
Windsor Dr – Georgetown Dr to Bywater Ln	25,000						
Georgetown Dr – Cedar Ridge Dr to Windsor Dr	170,000						
Eton Ct – Georgetown Dr to Termini	25,000						
Willowbrooke Pond upgrade	150,000						
Pine St – Hickory St to Evergreen Blvd		140,000					
Hickory St – Harrison Ave to Pine St		20,000					
Fillmore Ave – Hamilton Rd to Garfield St		20,000					
Jackson/Hilgen – Washington Ave to Hamilton Rd		85,000					
Orchard Dr – Woodland Rd to Cedar Ridge		15,000					
Fairfield St – Washington Ave to Termini		25,000					
Tail Race/Behling Field box culvert			350,000				
Fair St – Evergreen Blvd to Washington Ave			-				
Franklin Ave – Bridge Rd to Walnut St			65,000				
Franklin Ave – Pine St to Fair St			-				
Madison Ave – Walnut St to Fair St			180,000				
Oak St – Harrison Ave to Pine St			15,000				
Layton St – Washington Ave to Termini			-				
Cedar Ridge Dr – Bridge Rd to Orchard Dr			60,000				
Harrison Ave – Bridge Rd to Harrison Ct				100,000			
Madison Ave – Lincoln Blvd to Western Rd				160,000			
Westlawn Ave – Madison Ave to 345' so of Madison Ave				-			
St John Ave – Western Rd to Cleveland St				70,000			
St John Ave – Bridge Rd to Washington Ave				30,000			
Elm St – St John Ave to Washington Ave				-			
Washington Ave – Lincoln Blvd to city limits				500,000			
Meadow Ln & Ct – Appletree Ln to north of Orchard Dr					45,000		
Evergreen Blvd – Bridge Rd to Washington Ave					145,000		
Linden St – Harrison Ave to Pine St					20,000		
Monroe Ave – Bridge Rd to Linden St					90,000		
Wilshire Pond dredging					350,000		
Portland Rd – RR tracks to Columbia Rd						140,000	
Evergreen Blvd – Western Rd to Lincoln Blvd						145,000	
Cottonwood Ct – Evergreen Blvd to east Termini						3,000	
Buchanan Dr – Evergreen Blvd to Cedar Pointe Ave						20,000	
Alyce St – Evergreen Blvd to Washington Ave							70,000
Wilshire Dr – Park Ln to Lenox Pl							20,000
Lenox St – Spring St to Wilshire Blvd							-
Park Ln – Spring St to WRC driveway							-
Hanover Ave- Western Rd to Cleveland St							50,000
Turner St – Hanover Ave to Washington Ave							-
Engineering (5% of following year construction total)	19,179	38,589	61,772	35,440	18,800	28,000	30,000
Total	639,179	383,589	771,772	1,235,440	708,800	376,000	560,000

Debt Service

Total Current Debt: \$21,625,000

Tax Levy Funded Debt: \$20,940,000

Total Levy for 2024: \$1,434,055

Increase from 2023: \$69,008

Utilizing \$236,263 of debt service fund balance in 2024

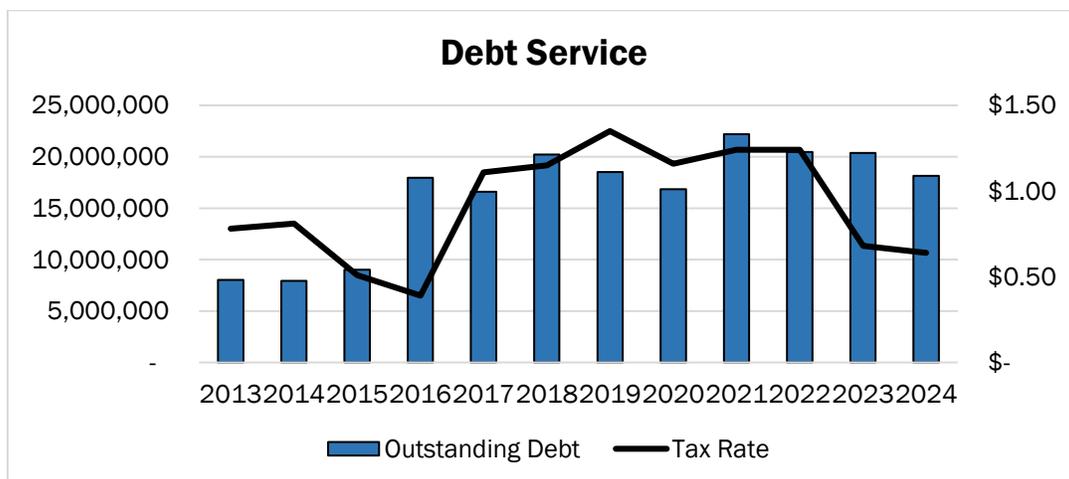
Tax Rate (Equalized): 0.64

2024	2025	2026	2027	2028	2029	2030	2031
0.64	0.60	0.43	0.42	0.30	0.23	0.23	0.21

Total Outstanding Debt: \$21,625,000 at the end of 2023

% of Statutory Limit: .05 18.98%

% of Statutory Limit: .04 23.72%



Project	2024 Payment	Final Payment Year	Balance 2022
Library Building	\$320,251	2027	\$1,125,000
2015, 2016, 2017 Refinance	\$355,550	2025	\$700,000
Public Works Building	\$542,788	2036	\$5,960,000
Capital Projects Streets	\$142,925	2028	\$660,000
Capital Projects Pool	\$29,800	2030	\$230,000
Sewer Utility	\$60,876	2036	\$685,000
TID #4	\$245,380	2038	\$2,755,00
TID #6 Business Park*	\$214,162	2040	\$6,070,000
Capital PW Equipment	\$33,624	2032	\$205,000
TID #7	\$0	2043	\$2,610,000
Capital Projects – Pool	\$29,800	2030	\$205,000

*Paid with borrowing proceeds for first three (3) years.

Special Revenue Funds

Community Pool - 240

The community pool fund tax levy support remains the same at \$69,216. The 2023 season was better than expected which has helped provide an estimated fund balance of \$72,309 at the end of this year. The funds should remain in the account for potential unexpected future repairs.

Library - 260

The library levy is increasing by \$23,356. The amount levied will be \$794,550. The increase was a request from the library board to assist with increases to wages and benefits. The library plans to utilize \$27,031 of fund balance for purchase of additional materials. The budgeted fund balance at the end of 2024 is \$75,842.

Fire & EMS - 270

The Fire and EMS fund is increasing by \$72,772 to assist paying for Paid-on-Call staffing in 2024. A referendum is planned for April of 2024 to increase funding for additional full-time FF/Paramedics.

Recreation Programs - 220

The recreation programs fund has an estimated fund balance of \$209,570 at the end of 2023. This is reflective of the increased participation in city recreation programs. The budget helps support the general fund in the amount of \$40,000 and the pool fund in the amount of \$15,000 annually. The estimated use of fund balance for 2024 in the amount of \$19,800 is for paying for additional equipment purchases. The estimated ending fund balance in 2024 is \$189,274. This account does not need to carry a fund balance since the goal of municipal recreation programs is to keep programs affordable for all while not having to rely on tax funding. The funds can be used for future equipment purchases or for developing new programs.

Cemetery Fund - 200

This fund is used for maintenance of the Zur Ruhe and Immanuel Cemeteries. The revenue for the fund comes from the sale of plots. In the past, revenue was received from the Immanuel Cemetery house rent, but the house is being demolished to allow for additional plots on the property. The sale of plots varies annually so some years the budget will show a use of fund balance to pay for maintenance. The current fund balance is estimated at \$281,477. The budgeted use of fund balance in 2024 is \$59,706 with an estimated end of the year balance of \$221,771.

Internal Service – Risk Management: update

- Accounts for all insurance costs of the City.
- Revenues are transfers from other funds, dividend income and insurance and wage recoveries.
- Expenditures are premiums and claims and legal fees associated with claims.

Water Recycling Center:

- The Water Recycling Center is not supported by taxes but user fees.
- The new rates were established for 2023 to help fund the collection and equipment replacement funds, the Adaptive Management plan, and to help reduce borrowing in the future for a new plant.
- The flow rate charge will remain the same at \$10.00/1,000 gallons.
- The holding tank and septage hauler fees remain the same at \$9.25/1,000 gallons and \$51.00/1,000 respectively.
- The monthly connection fee remains the same at \$15/month.
- Total Revenues: \$3,973,908 increasing by \$61,160
- Total Expenditures: \$3,222,067
- Projected Fund Balance at the end of 2023 is \$7,590,658

ARPA FUNDS

Available funds to be allocated is \$19,009.95. These funds will have to be allocated by the end of 2024 and spent by the end of 2026.

CITY OF CEDARBURG							
ARPA EXPENDITURES							
Current Reporting Period: 4/1/2023-3/31/2024							
(updated 10/10/2024)							
PROJECT	DESCRIPTION	APPROVED ALLOCATION	EXPENDITURES 3/3/23-3/31/22	EXPENDITURES 4/1/22-3/31/23	EXPENDITURES 4/1/23-3/31/24	TOTAL SPENT	amount left to spend
BUSINESS ASSISTANCE	SMALL BUSINESS HELP	\$ 22,264.00	\$ 21,638.34	\$ -	\$ -	\$ 21,638.34	\$ 625.66
	BUSINESS GRANTS FOR IMPROVEMENTS	\$ 60,000.00	\$ -	\$ 34,857.15	\$ 4,750.00	\$ 39,607.15	\$ 20,392.85
NON-PROFITS	CEDARBURG CHAMBER OF COMMERCE	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -
	PARKS AND RECREATION - BALL DIAMOND REPAIRS	\$ 30,000.00	\$ -	\$ 2,851.59	\$ 3,614.90	\$ 6,466.49	\$ 23,533.51
	CITY OF CEDARBURG - PARK UPGRADE	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -
	LIBRARY - CHROMEBOOKS	\$ 4,416.79	\$ -	\$ 4,416.79	\$ -	\$ 4,416.79	\$ -
	LIBRARY - INTERNET WORKSTATIONS	\$ 6,980.00	\$ -	\$ 6,980.00	\$ -	\$ 6,980.00	\$ -
	LIBRARY - ELECTRONIC BOOK DROP	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -
	PARKS AND RECREATION - INTERURBAN TRAIL	\$ 95,000.00	\$ -	\$ 74,128.00	\$ 1,464.90	\$ 75,592.90	\$ 19,407.10
	LIBRARY - SELF-CHECOUT MACHINES	\$ 18,941.09	\$ -	\$ 18,941.09	\$ -	\$ 18,941.09	\$ -
	FIRE DEPARTMENT - NEW RADIO	\$ 1,604.95	\$ 1,604.95	\$ -	\$ -	\$ 1,604.95	\$ -
	FIRE DEPARTMENT - HAZARD PAY	\$ 42,058.86	\$ 42,058.86	\$ -	\$ -	\$ 42,058.86	\$ -
CITY DEPARTMENT	FIRE DEPARTMENT - LOCKER ROOM	\$ 27,457.28	\$ 27,457.28	\$ -	\$ -	\$ 27,457.28	\$ -
	POLICE DEPARTMENT - PATROL VEHICLES	\$ 40,934.04	\$ 40,934.04	\$ -	\$ -	\$ 40,934.04	\$ -
	LEAD PIPE REPAIRS	\$ 111,361.98	\$ -	\$ 111,361.98	\$ -	\$ 111,361.98	\$ 6,687.32
	CERMS/ELECTIONS - BADGER BOOKS	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
	ENGINEERING - PLOTTER	\$ 9,000.00	\$ -	\$ 8,655.00	\$ -	\$ 8,655.00	\$ 345.00
	CITY HALL - AC UNIT	\$ 160,000.00	\$ -	\$ 160,000.00	\$ -	\$ 160,000.00	\$ -
	DPW - SWEEPER/SCRUBBER	\$ 88,005.00	\$ -	\$ 88,005.00	\$ -	\$ 88,005.00	\$ -
	EHLRS - SERVICES	\$ 2,000.00	\$ 625.00	\$ 126.25	\$ -	\$ 751.25	\$ 1,248.75
	POLICE DEPARTMENT - RIGID GEAR	\$ 9,850.00	\$ -	\$ 9,850.00	\$ -	\$ 9,850.00	\$ -
	COUNCIL CHAMBER - AUDIO	\$ 1,018.08	\$ -	\$ 1,018.08	\$ -	\$ 1,018.08	\$ -
	CPD Overtime-Memorial Day & 4th of July Parades	\$ 10,385.96	\$ -	\$ 10,385.96	\$ -	\$ 10,385.96	\$ -
	PO FESTIVAL WAGES	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
	DPW Overtime-Memorial Day Parade	\$ 3,629.44	\$ -	\$ 3,629.44	\$ -	\$ 3,629.44	\$ -
	Inspection Software	\$ 8,250.00	\$ -	\$ 3,625.00	\$ 5,065.00	\$ 8,691.00	\$ (441.00)
	EMS Oversight Agreement	\$ 140,000.00	\$ -	\$ -	\$ 73,000.00	\$ 73,000.00	\$ 67,000.00
	Engineered Security - DPW gate	\$ 20,000.00	\$ -	\$ -	\$ 10,869.63	\$ 10,869.63	\$ 9,130.37
	Fire-EMS Referendum	\$ 31,614.00	\$ -	\$ -	\$ 3,123.52	\$ 3,123.52	\$ 28,490.48
TOTAL		\$ 1,195,459.29	\$ 143,118.97	\$ 773,831.33	\$ 101,888.95	\$ 1,019,039.25	\$ 176,420.04
	TOTAL AVAILABLE	\$ 1,214,469.24					
	TOTAL ALLOCATED	\$ 1,195,459.29					
	Funds not allocated	\$ 19,009.95					

GL NUMBER	DESCRIPTION	2023	2023	2024	2024
		AMENDED BUDGET	PROJECTED ACTIVITY	FINANCE REVIEW BUDGET	FINANCE REVIEW % CHANGE
100-000000-411111	REAL ESTATE TAXES	6,818,191	6,818,191	6,818,981	0.01
100-000000-411310	TAX EQUIVALENT - UTILITY	897,073	897,073	897,073	0.00
100-000000-411800	INTEREST - DELIN PERS PROP TAX	250	250	250	0.00
100-000000-411900	INTEREST - DELIN SPEC ASSESS	350	0	0	(100.00)
100-000000-435100	STATE SHARED REVENUES	203,965	203,965	506,789	148.47
100-000000-435102	EXPENDITURE RESTRAINT GRANT	190,718	190,718	108,780	(42.96)
100-000000-435104	STATE PERSONAL PROPERTY AID	39,213	39,213	39,213	0.00
100-000000-435105	STATE AID CABLE FRANCHISE FEES	29,585	29,585	29,585	0.00
100-000000-435300	STATE TRANSPORATION AIDS	919,862	919,862	919,862	0.00
100-000000-435302	STATE COMPUTER AIDS	21,048	21,048	21,048	0.00
100-000000-435420	STATE GRANT - RECYCLING	37,945	37,963	37,963	0.05
100-000000-435430	STATE GRANT - ELECTIONS	0	1,218	0	0.00
100-000000-441110	LIQUOR & BEER LICENSES	31,219	31,767	31,767	1.76
100-000000-441122	DIRECT SELLER LICENSES	600	400	600	0.00
100-000000-441123	CIGARETTE LICENSES	500	400	400	(20.00)
100-000000-441124	OPERATOR LICENSES	12,500	13,000	13,000	4.00
100-000000-441125	BICYCLE LICENSES	50	60	60	20.00
100-000000-441126	DOG & CAT LICENSES	150	150	100	(33.33)
100-000000-441127	CABLE TV FRANCHISE FEES	112,000	112,000	116,000	3.57
100-000000-441128	TRANSIENT PERMIT FEES	250	250	250	0.00
100-000000-441129	WEIGHTS & MEASURES LICENSE	995	0	0	(100.00)
100-000000-443500	BUILDING PERMITS	115,000	115,000	100,000	(13.04)
100-000000-443501	ELECTRICAL PERMITS	30,000	45,000	40,000	33.33
100-000000-443502	PLUMBING PERMITS	30,000	30,000	25,000	(16.67)
100-000000-443505	HEATING/AIR COND PERMITS	25,000	45,000	30,000	20.00
100-000000-443506	DRIVE OPENING PERMITS	2,000	2,300	2,000	0.00
100-000000-443507	EROSION CONTROL PERMITS	6,000	5,420	5,000	(16.67)
100-000000-443508	OCCUPANCY PERMITS	6,500	6,500	5,500	(15.38)
100-000000-443509	SIGN PERMITS	1,000	1,070	1,000	0.00
100-000000-443510	STREET OPENING PERMITS	15,000	15,000	10,000	(33.33)
100-000000-443511	MISCELLANEOUS PERMIT FEES	2,750	6,450	3,000	9.09
100-000000-443512	BLDG INSPECTION PLAN REVIEW	8,000	22,370	10,000	25.00
100-000000-443513	STORMWATER MGMT PERMIT	1,000	500	500	(50.00)
100-000000-443514	PLAN REVIEW	3,000	2,000	2,000	(33.33)
100-000000-451101	COURT PENALTIES & COSTS	38,000	24,000	24,000	(36.84)
100-000000-451301	PARKING VIOLATIONS	18,000	20,000	20,000	11.11
100-000000-461151	TREASURERS OFFICE FEES	200	3,000	3,000	1,400.00
100-000000-461152	LICENSE PUBLICATION FEES	850	850	850	0.00
100-000000-461153	ASSESSORS OFFICE FEES	4,000	5,800	5,000	25.00
100-000000-461155	ENGINEERING FEES	3,000	1,000	1,000	(66.67)
100-000000-461156	BUILDING INSPECT - HOUSE NOS	1,000	2,650	2,000	100.00
100-000000-461157	STATE TAG FEE	2,500	3,560	2,500	0.00
100-000000-461160	CENTRAL DUPLICATING	50	20	20	(60.00)
100-000000-462140	POLICE DEPARTMENT FEES	7,500	5,000	5,000	(33.33)
100-000000-462141	ALARM PERMIT FEES	0	200	0	0.00
100-000000-462145	FALSE ALARM FEES	200	90	100	(50.00)
100-000000-463101	PUBLIC WORKS FEES	14,000	20,000	20,000	42.86
100-000000-463103	CELEBRATIONS REVENUE	21,000	11,000	15,000	(28.57)
100-000000-464103	RECYCLING - ALUMINUM/TIN	0	119	0	0.00
100-000000-464125	WEED MOWING FEES	1,000	500	1,000	0.00
100-000000-467200	PARK RENTAL FEES	8,000	9,349	8,500	6.25
100-000000-467435	SENIOR CENTER FEES	53,000	53,000	54,000	1.89
100-000000-473405	LANDFILL MONITOR - TOWN	2,165	2,165	2,165	0.00
100-000000-473409	EMERGENCY MNGMT-TOWN	200	0	0	(100.00)
100-000000-473500	SCHOOL DIST - CROSSING GUARDS	50,000	50,000	50,000	0.00
100-000000-474110	WRC - ADMIN LABOR	10,250	0	0	(100.00)
100-000000-474210	TRANSFER FROM ROOM TAX ADMIN	3,000	3,000	3,000	0.00
100-000000-474510	TIF DISTRICT - ADMIN LABOR	3,000	3,000	3,000	0.00
100-000000-481100	INVESTMENT INCOME	30,000	400,000	200,000	566.67
100-000000-482215	RENT - CITY PROPERTY	13,000	13,000	13,000	0.00
100-000000-482220	RENT - CITY PROP WATER TOWER	172,881	215,000	215,000	24.36
100-000000-485550	DONATIONS	15,000	15,000	15,000	0.00

100-000000-486000	MISCELLANEOUS REVENUE	6,000	17,645	6,000	0.00
100-000000-487000	CHANGE IN MARKET VALUE	0	47,537	0	0.00
100-000000-491220	TRANSFER FROM REC PROG FND	20,000	20,000	40,000	100.00
100-511100-500111	SALARIES	16,800	16,800	16,800	0.00
100-511100-500151	FICA	1,285	1,285	1,285	0.00
100-511100-500165	WORKERS COMP INS	33	33	33	0.00
100-511100-500320	PROF PUBLICATIONS AND DUES	7,186	7,186	7,186	0.00
100-511100-500330	TRAVEL & TRAINING	225	225	225	0.00
100-511100-500390	OTHER EXPENSES	375	224	375	0.00
100-513100-500111	SALARIES	6,000	6,000	6,000	0.00
100-513100-500151	FICA	459	459	459	0.00
100-513100-500165	WORKERS COMP INS	12	12	12	0.00
100-513100-500225	TELEPHONE/COMMUNICATIONS	104	104	104	0.00
100-513100-500330	TRAVEL & TRAINING	400	0	400	0.00
100-513100-500343	AWARDS, SUPPLIES	500	500	500	0.00
100-513100-500390	OTHER EXPENSES	250	250	250	0.00
100-513200-500111	SALARIES	124,204	124,204	130,416	5.00
100-513200-500151	FICA	9,502	9,502	9,977	5.00
100-513200-500152	RETIREMENT	8,446	8,446	8,999	6.55
100-513200-500154	HEALTH INSURANCE	23,209	23,209	26,598	14.60
100-513200-500158	DEFERRED COMP CONTRIBUTION	9,937	9,937	10,434	5.00
100-513200-500165	WORKERS COMP INS	220	220	220	0.00
100-513200-500225	TELEPHONE/COMMUNICATIONS	650	650	650	0.00
100-513200-500310	OFFICE SUPPLIES	200	200	200	0.00
100-513200-500320	PROF PUBLICATIONS AND DUES	1,400	1,400	1,600	14.29
100-513200-500330	TRAVEL & TRAINING	3,000	3,000	3,500	16.67
100-514100-500111	SALARIES	141,440	141,440	147,805	4.50
100-514100-500125	PART TIME SALARIES/SEASONAL	24,000	20,000	25,200	5.00
100-514100-500135	SICK PAY OUT	385	385	24,531	6,271.69
100-514100-500151	FICA	12,686	12,686	12,686	0.00
100-514100-500152	RETIREMENT	9,620	9,620	10,200	6.03
100-514100-500154	HEALTH INSURANCE	46,417	37,650	37,396	(19.43)
100-514100-500155	LIFE INSURANCE	105	105	138	31.43
100-514100-500165	WORKERS COMP INS	291	291	329	13.06
100-514100-500210	PROFESSIONAL SERVICES	5,000	5,000	5,000	0.00
100-514100-500225	TELEPHONE/COMMUNICATIONS	500	500	500	0.00
100-514100-500240	REPAIR AND MAINTENANCE	400	400	400	0.00
100-514100-500310	OFFICE SUPPLIES	3,000	3,000	3,000	0.00
100-514100-500311	RECORDING FEES	350	350	350	0.00
100-514100-500312	COMPUTER/COPIER SUPPLIES	2,000	2,000	2,000	0.00
100-514100-500315	POSTAGE	12,000	10,500	17,000	41.67
100-514100-500320	PROF PUBLICATIONS AND DUES	700	700	700	0.00
100-514100-500325	LEGAL PUBLICATIONS	4,500	4,500	4,500	0.00
100-514100-500330	TRAVEL & TRAINING	1,000	1,000	1,000	0.00
100-514100-500380	EQUIPMENT OUTLAY	600	600	600	0.00
100-514200-500111	SALARIES	8,000	8,326	17,000	112.50
100-514200-500151	FICA	200	200	200	0.00
100-514200-500165	WORKERS COMP INS	48	48	48	0.00
100-514200-500310	OFFICE SUPPLIES	6,000	4,500	12,000	100.00
100-514200-500321	ELECTIONS LEGAL NOTICES	500	405	500	0.00
100-514200-500380	EQUIPMENT OUTLAY	2,500	2,500	2,500	0.00
100-514700-500210	PROFESSIONAL SERVICES	58,163	58,163	36,650	(36.99)
100-514700-500220	INTERNET	16,000	16,000	16,000	0.00
100-514700-500380	EQUIPMENT/SOFTWARE	74,254	74,254	87,820	18.27
100-514700-500385	EQUIPMENT OUTLAY	7,800	7,800	8,500	8.97
100-515400-500210	PROFESSIONAL SERVICES	83,500	83,500	85,500	2.40
100-515400-500225	TELEPHONE/COMMUNICATIONS	200	200	200	0.00
100-515400-500312	COMPUTER/COPIER SUPPLIES	2,410	2,410	2,410	0.00
100-515400-500323	STATE OF WI FEES	1,550	1,550	1,550	0.00
100-515600-500111	SALARIES	156,188	127,000	130,894	(16.19)
100-515600-500121	PART TIME SALARIES	24,960	27,000	60,736	143.33
100-515600-500151	FICA	13,856	11,781	13,856	0.00
100-515600-500152	RETIREMENT	12,319	12,319	12,319	0.00
100-515600-500154	HEALTH INSURANCE	51,926	30,000	51,926	0.00
100-515600-500155	LIFE INSURANCE	116	116	116	0.00
100-515600-500165	WORKERS COMP INS	339	339	339	0.00
100-515600-500210	PROFESSIONAL SERVICES	50,000	50,000	60,000	20.00
100-515600-500225	TELEPHONE/COMMUNICATIONS	300	500	1,000	233.33

100-515600-500310	OFFICE SUPPLIES	7,500	5,000	5,000	(33.33)
100-515600-500320	PROF PUBLICATIONS AND DUES	500	494	500	0.00
100-515600-500330	TRAVEL & TRAINING	1,000	600	1,000	0.00
100-515600-500390	OTHER EXPENSES	2,500	2,500	2,500	0.00
100-515900-500210	PROFESSIONAL SERVICES	60,000	80,000	100,000	66.67
100-516100-500211	EXTRAORDINARY SERVICES	40,000	40,000	40,000	0.00
100-518100-500111	SALARIES	49,754	53,700	77,063	54.89
100-518100-500112	OVERTIME	1,500	2,000	1,500	0.00
100-518100-500151	FICA	3,921	4,232	5,895	50.34
100-518100-500152	RETIREMENT	3,486	3,760	5,318	52.55
100-518100-500154	HEALTH INSURANCE	8,669	6,500	24,597	183.74
100-518100-500155	LIFE INSURANCE	43	52	58	34.88
100-518100-500165	WORKERS COMP INS	2,456	2,658	2,690	9.53
100-518100-500210	PROFESSIONAL SERVICES	33,696	6,399	0	(100.00)
100-518100-500222	ELECTRIC	26,000	24,000	20,000	(23.08)
100-518100-500224	NATURAL GAS	27,000	26,000	22,000	(18.52)
100-518100-500225	TELEPHONE/COMMUNICATIONS	2,500	2,500	2,500	0.00
100-518100-500226	WATER SERVICE	6,500	5,000	6,500	0.00
100-518100-500240	REPAIR AND MAINTENANCE	37,000	33,000	37,000	0.00
100-518100-500350	OPERATING SUPPLIES	14,000	12,000	12,000	(14.29)
100-518100-500380	EQUIPMENT OUTLAY	22,000	22,000	22,000	0.00
100-519200-500161	EAP/125 ADMIN	2,300	2,300	2,300	0.00
100-519200-500210	PROFESSIONAL SERVICES	4,000	4,000	4,000	0.00
100-519200-500335	LEADERSHIP DEVELOPMENT	400	400	400	0.00
100-519200-500343	AWARDS, SUPPLIES	1,500	1,500	1,500	0.00
100-519400-500110	HEALTH INS SURCHARGE	426,240	426,240	213,120	(50.00)
100-519400-500510	PROPERTY INSURANCE	3,300	2,468	3,300	0.00
100-519400-500512	LIABILITY INSURANCE	3,300	8,413	8,500	157.58
100-519400-500520	SURETY BONDS	653	613	653	0.00
100-522100-500111	SALARIES	0	0	19,203	0.00
100-522100-500112	OVERTIME	0	0	500	0.00
100-522100-500151	FICA	0	0	1,469	0.00
100-522100-500152	RETIREMENT	0	0	2,754	0.00
100-522100-500154	HEALTH INSURANCE	0	500	10,638	0.00
100-522100-500155	LIFE INSURANCE	0	0	8	0.00
100-522100-500165	WORKERS COMP INS	0	0	670	0.00
100-522100-500210	PROFESSIONAL SERVICES	22,464	3,781	0	(100.00)
100-522100-500222	ELECTRIC	30,945	30,945	30,945	0.00
100-522100-500224	NATURAL GAS	12,559	12,559	13,000	3.51
100-522100-500226	WATER SERVICE	1,554	1,554	1,554	0.00
100-522100-500240	REPAIR AND MAINTENANCE	40,866	37,000	40,866	0.00
100-522100-500340	MAINTENANCE SUPPLIES	4,500	4,500	4,500	0.00
100-522100-500510	PROPERTY INSURANCE	3,500	3,500	3,500	0.00
100-522110-500111	SALARIES	114,411	114,411	118,997	4.01
100-522110-500112	OVERTIME	5,500	5,300	0	(100.00)
100-522110-500121	PART TIME SALARIES	0	0	45,000	0.00
100-522110-500122	OFFICE/DISPATCHERS	345,202	345,202	264,627	(23.34)
100-522110-500134	HOLIDAY PAY	13,000	13,000	13,390	3.00
100-522110-500135	SICK PAY OUT	2,307	2,307	52,652	2,182.27
100-522110-500151	FICA	36,752	36,752	38,271	4.13
100-522110-500152	RETIREMENT	39,880	39,880	36,207	(9.21)
100-522110-500154	HEALTH INSURANCE	84,285	84,285	74,208	(11.96)
100-522110-500155	LIFE INSURANCE	9	9	41	355.56
100-522110-500165	WORKERS COMP INS	3,856	3,856	4,042	4.82
100-522110-500212	ATTORNEY/CONSULTANT	18,000	18,000	28,000	55.56
100-522110-500213	ANIMAL POUND	1,500	1,000	1,500	0.00
100-522110-500225	TELEPHONE/COMMUNICATIONS	31,500	31,500	35,000	11.11
100-522110-500240	REPAIR AND MAINTENANCE	48,000	48,000	48,000	0.00
100-522110-500310	OFFICE SUPPLIES	6,500	6,200	6,500	0.00
100-522110-500313	PRINTING-NEWSLETTERS, ETC	3,500	3,500	3,500	0.00
100-522110-500320	PROF PUBLICATIONS AND DUES	1,250	2,000	1,500	20.00
100-522110-500330	TRAVEL & TRAINING	6,000	6,000	6,000	0.00
100-522110-500346	UNIFORMS	3,700	3,700	3,000	(18.92)
100-522110-500347	SUPPLIES AND EXPENSES	300	300	300	0.00
100-522110-500380	EQUIPMENT OUTLAY	3,000	3,000	23,000	666.67
100-522110-500390	OTHER EXPENSES	2,000	1,800	2,000	0.00
100-522110-500512	LIABILITY INSURANCE	15,000	38,242	40,000	166.67
100-522120-500111	SALARIES	1,741,702	1,741,702	1,751,275	0.55

100-522120-500112	OVERTIME	59,000	58,000	59,000	0.00
100-522120-500123	CROSSING GUARDS	52,650	52,650	52,650	0.00
100-522120-500129	BILLABLE WAGES	(75,000)	(75,000)	(75,000)	0.00
100-522120-500134	HOLIDAY PAY	66,928	66,928	66,928	0.00
100-522120-500135	SICK PAY OUT	29,038	29,038	4,750	(83.64)
100-522120-500151	FICA	140,582	140,582	143,969	2.41
100-522120-500152	RETIREMENT	239,463	239,463	269,191	12.41
100-522120-500154	HEALTH INSURANCE	325,620	325,620	350,411	7.61
100-522120-500155	LIFE INSURANCE	228	227	271	18.86
100-522120-500159	LONGEVITY	8,185	8,185	9,408	14.94
100-522120-500165	WORKERS COMP INS	44,909	44,909	54,251	20.80
100-522120-500240	REPAIR AND MAINTENANCE	20,000	20,000	35,000	75.00
100-522120-500330	TRAVEL & TRAINING	20,000	20,000	22,000	10.00
100-522120-500346	UNIFORMS	20,000	20,000	22,000	10.00
100-522120-500347	SUPPLIES AND EXPENSES	5,500	5,300	5,500	0.00
100-522120-500351	GAS AND OIL EXPENSE	45,000	45,000	45,000	0.00
100-522120-500352	K-9 UNIT EXPENSE	3,000	3,600	3,000	0.00
100-522120-500380	EQUIPMENT OUTLAY	25,000	25,000	30,000	20.00
100-522120-500390	OTHER EXPENSES	1,750	1,750	1,750	0.00
100-522120-500510	PROPERTY INSURANCE	3,500	3,500	3,500	0.00
100-522130-500111	SALARIES	203,665	203,665	210,867	3.54
100-522130-500112	OVERTIME	2,980	2,980	2,980	0.00
100-522130-500134	HOLIDAY PAY	1,444	1,444	1,500	3.88
100-522130-500135	SICK PAY OUT	1,245	1,245	1,388	11.49
100-522130-500151	FICA	15,786	15,786	16,155	2.34
100-522130-500152	RETIREMENT	27,551	27,551	30,510	10.74
100-522130-500154	HEALTH INSURANCE	28,009	28,009	32,368	15.56
100-522130-500155	LIFE INSURANCE	20	20	20	0.00
100-522130-500159	LONGEVITY	551	551	677	22.87
100-522130-500165	WORKERS COMP INS	5,293	5,293	6,149	16.17
100-522130-500210	PROFESSIONAL SERVICES	2,500	2,500	2,500	0.00
100-522130-500310	OFFICE SUPPLIES	3,500	3,200	3,500	0.00
100-522130-500330	TRAVEL & TRAINING	2,500	2,500	2,500	0.00
100-522130-500346	UNIFORMS	1,450	1,450	1,500	3.45
100-522230-500235	OPERATING EXPENSES	67,920	0	0	(100.00)
100-522310-500111	SALARIES	130,658	131,040	130,208	(0.34)
100-522310-500151	FICA	9,996	10,025	9,898	(0.98)
100-522310-500152	RETIREMENT	8,885	8,895	8,927	0.47
100-522310-500154	HEALTH INSURANCE	32,631	33,000	53,195	63.02
100-522310-500155	LIFE INSURANCE	24	56	67	179.17
100-522310-500165	WORKERS COMP INS	2,509	2,516	2,592	3.31
100-522310-500210	PROFESSIONAL SERVICES	5,000	5,000	7,500	50.00
100-522310-500225	TELEPHONE/COMMUNICATIONS	1,862	1,905	2,000	7.41
100-522310-500310	OFFICE SUPPLIES	3,500	4,500	4,700	34.29
100-522310-500320	PROF PUBLICATIONS AND DUES	0	0	150	0.00
100-522310-500330	TRAVEL & TRAINING	965	965	900	(6.74)
100-522310-500351	GAS AND OIL EXPENSE	1,800	975	1,100	(38.89)
100-522310-500512	LIABILITY INSURANCE	700	1,785	1,856	165.14
100-522360-500214	WEIGHTS AND MEASURES INSPECT	2,000	1,200	2,000	0.00
100-522410-500165	WORKERS COMP INS	64	89	64	0.00
100-522410-500220	INTERNET	1,700	1,700	1,700	0.00
100-522410-500222	ELECTRIC	985	985	985	0.00
100-522410-500224	NATURAL GAS	1,400	1,400	1,400	0.00
100-522410-500225	TELEPHONE/COMMUNICATIONS	1,500	1,500	1,500	0.00
100-522410-500226	WATER SERVICE	525	525	525	0.00
100-522410-500239	SIREN MAINT	1,750	1,750	1,750	0.00
100-522410-500240	REPAIR AND MAINTENANCE	1,800	8,397	1,800	0.00
100-522410-500290	MAINT/CONTRACTED SERVICES	500	500	500	0.00
100-522410-500310	OFFICE SUPPLIES	800	0	800	0.00
100-522410-500316	RADIO EQUIPMENT	2,000	0	2,000	0.00
100-522410-500330	TRAVEL & TRAINING	2,000	1,820	2,000	0.00
100-522410-500340	MAINTENANCE SUPPLIES	700	3,320	700	0.00
100-522410-500343	AWARDS, SUPPLIES	800	500	800	0.00
100-522410-500346	UNIFORMS	9,932	10,453	1,200	(87.92)
100-522410-500350	OPERATING SUPPLIES	3,000	1,692	3,000	0.00
100-522410-500351	GAS AND OIL EXPENSE	2,000	1,000	1,000	(50.00)
100-522410-500380	EQUIPMENT OUTLAY	3,000	1,000	3,000	0.00
100-522410-500510	PROPERTY INSURANCE	1,700	1,272	1,500	(11.76)

100-533110-500111	SALARIES	107,971	107,971	119,465	10.65
100-533110-500151	FICA	8,260	8,260	9,057	9.65
100-533110-500152	RETIREMENT	7,342	7,342	8,169	11.26
100-533110-500154	HEALTH INSURANCE	21,007	21,007	23,548	12.10
100-533110-500155	LIFE INSURANCE	10	11	14	40.00
100-533110-500165	WORKERS COMP INS	2,608	2,608	2,608	0.00
100-533110-500210	PROFESSIONAL SERVICES	18,000	10,000	10,000	(44.44)
100-533110-500225	TELEPHONE/COMMUNICATIONS	1,300	1,300	1,300	0.00
100-533110-500310	OFFICE SUPPLIES	500	500	500	0.00
100-533110-500318	GIS MAPPING	7,000	1,500	3,000	(57.14)
100-533110-500320	PROF PUBLICATIONS AND DUES	1,000	1,000	1,000	0.00
100-533110-500330	TRAVEL & TRAINING	1,350	1,350	1,350	0.00
100-533110-500350	OPERATING SUPPLIES	1,100	1,100	1,100	0.00
100-533110-500351	GAS AND OIL EXPENSE	1,500	1,500	1,500	0.00
100-533110-500380	EQUIPMENT OUTLAY	800	800	800	0.00
100-533110-500512	LIABILITY INSURANCE	5,000	12,747	13,500	170.00
100-533210-500111	SALARIES	70,910	70,910	73,736	3.99
100-533210-500112	OVERTIME	700	2,000	1,500	114.29
100-533210-500125	PART TIME SALARIES/SEASONAL	4,500	0	5,500	22.22
100-533210-500151	FICA	5,822	5,822	5,641	(3.11)
100-533210-500152	RETIREMENT	4,869	4,869	5,137	5.50
100-533210-500154	HEALTH INSURANCE	23,209	32,901	26,598	14.60
100-533210-500165	WORKERS COMP INS	3,052	3,052	3,100	1.57
100-533210-500210	PROFESSIONAL SERVICES	5,000	5,000	7,000	40.00
100-533210-500222	ELECTRIC	24,000	24,000	24,000	0.00
100-533210-500224	NATURAL GAS	11,500	11,500	11,500	0.00
100-533210-500225	TELEPHONE/COMMUNICATIONS	9,500	9,500	9,500	0.00
100-533210-500226	WATER SERVICE	7,000	7,000	7,000	0.00
100-533210-500240	REPAIR AND MAINTENANCE	1,500	2,500	2,500	66.67
100-533210-500326	FUEL SYSTEM MAINTENANCE	5,000	6,000	6,000	20.00
100-533210-500330	TRAVEL & TRAINING	3,600	3,921	4,100	13.89
100-533210-500350	OPERATING SUPPLIES	40,000	45,000	45,000	12.50
100-533210-500351	GAS AND OIL EXPENSE	70,000	70,000	70,000	0.00
100-533210-500353	MAINTENANCE PARTS	90,000	95,000	95,000	5.56
100-533210-500380	EQUIPMENT OUTLAY	6,500	7,399	6,500	0.00
100-533210-500510	PROPERTY INSURANCE	36,000	36,000	36,000	0.00
100-533311-500111	SALARIES	669,683	669,683	689,473	2.96
100-533311-500112	OVERTIME	53,000	53,000	53,000	0.00
100-533311-500125	PART TIME SALARIES/SEASONAL	7,800	0	9,600	23.08
100-533311-500135	SICK PAY OUT	2,596	2,596	2,700	4.01
100-533311-500151	FICA	56,081	56,081	56,894	1.45
100-533311-500152	RETIREMENT	49,142	49,142	51,130	4.05
100-533311-500154	HEALTH INSURANCE	155,091	155,091	187,629	20.98
100-533311-500155	LIFE INSURANCE	82	82	75	(8.54)
100-533311-500165	WORKERS COMP INS	22,181	22,181	25,956	17.02
100-533311-500210	PROFESSIONAL SERVICES	750	750	750	0.00
100-533311-500240	REPAIR AND MAINTENANCE	50,500	55,782	55,500	9.90
100-533311-500350	OPERATING SUPPLIES	4,000	4,000	4,000	0.00
100-533311-500363	SIGNS	16,000	16,000	16,000	0.00
100-533410-500240	REPAIR AND MAINTENANCE	50,000	302	0	(100.00)
100-533410-500530	MAINTENANCE	450	3,426	3,500	677.78
100-533420-500222	ELECTRIC	257,740	257,740	261,355	1.40
100-533421-500222	ELECTRIC	3,150	3,150	3,200	1.59
100-533421-500240	REPAIR AND MAINTENANCE	8,000	8,000	8,000	0.00
100-533440-500240	REPAIR AND MAINTENANCE	36,000	36,000	36,000	0.00
100-533440-500295	STREET SWEEPING	15,000	15,000	15,000	0.00

100-533440-500323	STATE OF WI FEES	1,500	1,500	1,500	0.00
100-533450-500209	PROFESSIONAL SERVICES-SEASONAL	4,000	2,000	2,000	(50.00)
100-533450-500210	PROFESSIONAL SERVICES	12,000	6,000	6,000	(50.00)
100-533450-500340	MAINTENANCE SUPPLIES	9,000	9,000	9,000	0.00
100-533450-500380	EQUIPMENT OUTLAY	4,000	4,000	4,000	0.00
100-533450-500450	SNOW AND ICE MATERIALS	115,000	115,000	115,000	0.00
100-533710-500290	MAINT/CONTRACTED SERVICES	627,679	534,720	580,360	(7.54)
100-533720-500290	MAINT/CONTRACTED SERVICES	7,000	7,000	7,000	0.00
100-533730-500240	REPAIR AND MAINTENANCE	5,000	5,000	5,000	0.00
100-533730-500290	MAINT/CONTRACTED SERVICES	285,535	243,384	264,090	(7.51)
100-533730-500344	RECYCLING EXPENSES	2,400	2,400	2,400	0.00
100-533740-500290	MAINT/CONTRACTED SERVICES	0	0	1,000	0.00
100-555140-500121	PART TIME SALARIES	43,035	43,035	46,034	6.97
100-555140-500151	FICA	3,292	3,292	3,522	6.99
100-555140-500152	RETIREMENT	0	1,000	1,435	0.00
100-555140-500165	WORKERS COMP INS	80	80	1,607	1,908.75
100-555140-500210	PROFESSIONAL SERVICES	8,200	8,200	8,500	3.66
100-555140-500225	TELEPHONE/COMMUNICATIONS	300	300	300	0.00
100-555140-500310	OFFICE SUPPLIES	2,000	2,000	2,000	0.00
100-555140-500313	PRINTING-NEWSLETTERS, ETC	300	300	300	0.00
100-555140-500330	TRAVEL & TRAINING	450	450	450	0.00
100-555140-500390	OTHER EXPENSES	36,000	36,000	36,000	0.00
100-555140-500510	PROPERTY INSURANCE	2,100	2,100	2,100	0.00
100-555140-500512	LIABILITY INSURANCE	300	765	800	166.67
100-555220-500210	PROFESSIONAL SERVICES	500	0	0	(100.00)
100-555220-500347	SUPPLIES AND EXPENSES	10,500	10,500	10,500	0.00
100-555220-500390	OTHER EXPENSES	7,000	7,000	7,000	0.00
100-555510-500111	SALARIES	440,458	440,458	482,165	9.47
100-555510-500112	OVERTIME	14,000	14,000	14,000	0.00
100-555510-500125	PART TIME SALARIES/SEASONAL	64,095	60,000	66,018	3.00
100-555510-500151	FICA	39,670	39,670	36,886	(7.02)
100-555510-500152	RETIREMENT	30,732	30,732	32,980	7.31
100-555510-500154	HEALTH INSURANCE	75,041	75,041	83,193	10.86
100-555510-500155	LIFE INSURANCE	81	81	122	50.62
100-555510-500165	WORKERS COMP INS	16,180	16,180	17,403	7.56
100-555510-500210	PROFESSIONAL SERVICES	2,500	2,300	2,500	0.00
100-555510-500220	INTERNET	3,900	3,900	3,900	0.00
100-555510-500222	ELECTRIC	20,914	12,000	15,000	(28.28)
100-555510-500224	NATURAL GAS	2,000	2,500	2,500	25.00
100-555510-500225	TELEPHONE/COMMUNICATIONS	4,740	4,740	4,740	0.00
100-555510-500226	WATER SERVICE	8,500	8,500	9,000	5.88
100-555510-500240	REPAIR AND MAINTENANCE	54,000	52,000	54,000	0.00
100-555510-500241	VANDALISM & REPAIR	800	400	800	0.00
100-555510-500243	FIELD MAINTENANCE SUPPLIES	4,500	4,300	4,500	0.00
100-555510-500290	MAINT/CONTRACTED SERVICES	108,000	108,000	108,000	0.00
100-555510-500310	OFFICE SUPPLIES	2,000	1,200	2,000	0.00
100-555510-500320	PROF PUBLICATIONS AND DUES	1,620	1,620	1,620	0.00
100-555510-500330	TRAVEL & TRAINING	4,900	4,900	4,900	0.00
100-555510-500341	TREES AND SUPPLIES	30,098	30,000	30,000	(0.33)
100-555510-500363	SIGNS	0	0	1,000	0.00
100-555510-500380	EQUIPMENT OUTLAY	5,500	5,000	5,500	0.00
100-555510-500384	LEGACY TREE & BENCH PROGRAM	3,000	3,000	3,000	0.00
100-555510-500390	OTHER EXPENSES	1,560	1,560	1,560	0.00
100-555510-500510	PROPERTY INSURANCE	12,000	9,000	10,000	(16.67)
100-555510-500512	LIABILITY INSURANCE	2,660	6,782	7,000	163.16
100-566310-500111	SALARIES	0	0	52,530	0.00
100-566310-500151	FICA	0	0	4,019	0.00
100-566310-500152	RETIREMENT	0	0	3,573	0.00
100-566310-500154	HEALTH INSURANCE	0	0	17,732	0.00
100-566310-500165	WORKERS COMP INS	0	0	100	0.00
100-566310-500210	PROFESSIONAL SERVICES	79,477	79,477	39,739	(50.00)
100-566310-500225	TELEPHONE/COMMUNICATIONS	180	180	420	133.33
100-566310-500310	OFFICE SUPPLIES	200	0	200	0.00
100-566310-500320	PROF PUBLICATIONS AND DUES	430	110	400	(6.98)
100-566310-500330	TRAVEL & TRAINING	0	0	500	0.00
100-591000-500990	CONTINGENCY RESERVE	0	0	100,000	0.00
100-592000-500706	TRANSFER TO CAP IMPROVEMENT	100,000	0	100,000	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 100		(448,286)	491,366	(216,170)	(51.78)

BEGINNING FUND BALANCE	3,279,641	3,279,641	3,771,007	14.98
ENDING FUND BALANCE	2,831,355	3,771,007	3,554,837	25.55

Fund 200 - CEMETERY FUND					
200-000000-465500	CEMETERY PROPERTY SALES	10,000	12,000	10,000	0.00
200-000000-465550	MONUMENTS & MARKERS INSP FEE	1,500	3,300	1,500	0.00
200-000000-481100	INVESTMENT INCOME	1,500	2,500	2,000	33.33
200-000000-482170	CEMETERY RENTAL INCOME	12,000	0	0	(100.00)
200-000000-486000	MISCELLANEOUS REVENUE	3,000	3,249	3,000	0.00
200-000000-487000	CHANGE IN MARKET VALUE	0	(6,893)	0	0.00
200-544210-500111	SALARIES	4,327	4,160	11,690	170.16
200-544210-500125	PART TIME SALARIES/SEASONAL	9,397	21,000	26,521	182.23
200-544210-500151	FICA	1,050	1,983	1,972	87.81
200-544210-500152	RETIREMENT	295	292	807	173.56
200-544210-500154	HEALTH INSURANCE	753	753	2,160	186.85
200-544210-500155	LIFE INSURANCE	4	0	6	50.00
200-544210-500165	WORKERS COMP INS	410	410	500	21.95
200-544210-500210	PROFESSIONAL SERVICES	23,500	1,945	2,500	(89.36)
200-544210-500222	ELECTRIC	575	915	1,000	73.91
200-544210-500226	WATER SERVICE	740	1,000	1,200	62.16
200-544210-500230	GROUND MAINTENANCE	2,800	1,000	2,800	0.00
200-544210-500240	REPAIR AND MAINTENANCE	2,200	1,000	2,200	0.00
200-544210-500245	HOUSE MAINTENANCE	1,000	600	0	(100.00)
200-544210-500350	OPERATING SUPPLIES	1,500	1,500	2,500	66.67
200-544210-500380	EQUIPMENT OUTLAY	0	0	20,000	0.00
200-544210-500510	PROPERTY INSURANCE	310	232	350	12.90
200-544210-500940	TRANSFER TO CAPITAL IMP FUND	25,000	25,000	0	(100.00)
NET OF REVENUES/APPROPRIATIONS - FUND 200		(45,861)	(47,634)	(59,706)	30.19
BEGINNING FUND BALANCE		329,111	329,111	281,477	(14.47)
ENDING FUND BALANCE		283,250	281,477	221,771	(21.70)

Fund 210 - ROOM TAX FUND					
210-000000-411500	ROOM TAXES	60,000	70,000	60,000	0.00
210-566700-500721	CHAMBER TOURISM & DEVELOPMENT	57,000	67,000	57,000	0.00
210-592000-500701	TRANSFER TO GENERAL FUND	3,000	3,000	3,000	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 210					
	BEGINNING FUND BALANCE	1,450	1,450	1,450	0.00
	ENDING FUND BALANCE	1,450	1,450	1,450	0.00

Fund 220 - RECREATION PROGRAMS FUND					
220-000000-467201	GYM RENTALS	3,000	3,627	3,000	0.00
220-000000-467202	ATHLETIC FIELD RENTALS	550	550	550	0.00
220-000000-467310	SUMMER/WINTER REC FEES	110,000	124,000	120,000	9.09
220-000000-467316	WPRA TICKET SALES REVENUE	4,000	4,000	3,000	(25.00)
220-000000-467317	YOUTH FOOTBALL REGISTRATION	10,000	16,190	14,000	40.00
220-000000-467318	SAFETY TRAINING	4,500	3,500	4,500	0.00
220-000000-467319	BASKETBALL FEES	26,000	24,000	26,000	0.00
220-000000-467320	SOFTBALL FEES	13,000	10,162	13,000	0.00
220-000000-467323	VOLLEYBALL FEES	1,200	1,600	1,200	0.00
220-000000-467324	AQUATICS FITNESS	4,000	4,500	4,000	0.00
220-000000-467325	CONCESSION REVENUES	800	400	800	0.00
220-000000-467326	SPECIAL REC EVENTS	1,000	700	1,000	0.00
220-000000-467327	SOLAR RECREATION	8,000	12,000	10,000	25.00
220-000000-467328	SUMMER SAND VOLLEYBALL	1,800	1,146	1,800	0.00
220-000000-467329	SUMMER SOCCER	20,000	20,395	20,000	0.00
220-000000-467331	BANNER ADVERTISING	700	400	700	0.00
220-000000-467332	POMS REVENUE	58,991	59,000	58,991	0.00
220-000000-467335	TOTAL BODY FITNESS	12,000	12,000	12,000	0.00
220-000000-467336	CIVIC BAND REVENUE	3,000	2,500	3,000	0.00
220-000000-467352	RECREATION BROCHURE SPONSORSHI	5,500	7,400	5,500	0.00
220-000000-467432	TENNIS	2,500	2,800	2,500	0.00
220-000000-484410	YOUTH CENTER RECEIPTS	250	350	300	20.00
220-000000-485550	DONATIONS	4,000	4,000	4,000	0.00
220-000000-486000	MISCELLANEOUS REVENUE	15,000	16,000	15,000	0.00
220-555390-500125	PART TIME SALARIES/SEASONAL	115,100	115,000	127,250	10.56
220-555390-500127	EXERCISE/FITNESS SALARIES	7,000	7,000	8,000	14.29
220-555390-500151	FICA	9,341	9,341	9,341	0.00
220-555390-500161	EAP/125 ADMIN	60	60	60	0.00
220-555390-500165	WORKERS COMP INS	3,936	3,936	3,936	0.00
220-555390-500225	TELEPHONE/COMMUNICATIONS	900	900	900	0.00
220-555390-500228	SCHOOL DISTRICT FEES	25,000	15,000	20,000	(20.00)
220-555390-500290	MAINT/CONTRACTED SERVICES	28,000	28,000	28,000	0.00
220-555390-500309	RECREATION BROCHURE EXPENSES	4,800	4,100	4,800	0.00
220-555390-500320	PROF PUBLICATIONS AND DUES	200	200	200	0.00
220-555390-500330	TRAVEL & TRAINING	700	700	700	0.00
220-555390-500336	TRANSPORTATION	4,000	3,821	4,000	0.00
220-555390-500347	SUPPLIES AND EXPENSES	30,000	36,000	30,000	0.00
220-555390-500355	WPRA TICKET EXP	3,000	4,340	3,000	0.00
220-555390-500356	SOLAR RECREATION	6,050	6,050	6,050	0.00
220-555390-500372	SAFETY EQUIPMENT	3,000	2,500	3,000	0.00
220-555390-500380	EQUIPMENT OUTLAY	4,500	3,500	4,500	0.00
220-555390-500386	CIVIC BAND EXPENSES	4,000	3,200	4,000	0.00
220-555390-500391	CREDIT CARD FEES	0	6,648	6,700	0.00
220-555390-500394	POMS EXPENSES	25,000	25,000	25,000	0.00
220-555390-500510	PROPERTY INSURANCE	700	700	700	0.00
220-555390-500701	TRANSFER TO GENERAL FUND	20,000	20,000	40,000	100.00
220-592000-500710	TRANSFER TO SWIMMING POOL	15,000	15,000	15,000	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 220		(496)	20,224	(20,296)	3,991.94
BEGINNING FUND BALANCE		189,346	189,346	209,570	10.68
ENDING FUND BALANCE		188,850	209,570	189,274	0.22

Fund 240 - SWIMMING POOL FUND					
240-000000-411111	REAL ESTATE TAXES	69,216	69,216	69,216	0.00
240-000000-467340	SWIMMING POOL FEES	82,763	108,876	95,000	14.79
240-000000-467341	SWIMMING POOL - PASSES	95,000	123,152	100,000	5.26
240-000000-467342	SWIMMING POOL - LESSONS	29,000	33,713	30,000	3.45
240-000000-467343	SWIMMING POOL - EXERCISE	6,500	9,207	6,500	0.00
240-000000-467344	SWIMMING POOL - UNIFORMS/MISC	2,400	5,323	3,000	25.00
240-000000-467345	SWIMMING POOL - CONCESSIONS	48,500	53,672	50,000	3.09
240-000000-467346	SWIMMING POOL - SWIM TEAM	7,500	8,322	7,500	0.00
240-000000-467351	SWIMMING POOL-BANNER PROGRAM	2,750	3,500	3,000	9.09
240-000000-482215	RENT - CITY PROPERTY	4,500	7,545	5,000	11.11
240-000000-491220	TRANSFER FROM REC PROG FND	15,000	15,000	15,000	0.00
240-555320-500125	PART TIME SALARIES/SEASONAL	169,338	173,221	170,000	0.39
240-555320-500132	MAINTENANCE/PART TIME SALARIES	2,800	2,939	2,800	0.00
240-555320-500151	FICA	13,445	13,471	13,219	(1.68)
240-555320-500165	WORKERS COMP INS	6,287	6,287	6,287	0.00
240-555320-500210	PROFESSIONAL SERVICES	2,970	2,279	2,970	0.00
240-555320-500220	INTERNET	540	1,741	1,500	177.78
240-555320-500222	ELECTRIC	16,999	16,000	17,253	1.49
240-555320-500224	NATURAL GAS	32,000	20,000	20,000	(37.50)
240-555320-500225	TELEPHONE/COMMUNICATIONS	440	440	440	0.00
240-555320-500226	WATER SERVICE	9,906	12,000	9,906	0.00
240-555320-500290	MAINT/CONTRACTED SERVICES	5,500	1,500	5,500	0.00
240-555320-500324	LICENSES & PERMITS	400	400	400	0.00
240-555320-500330	TRAVEL & TRAINING	600	550	600	0.00
240-555320-500340	MAINTENANCE SUPPLIES	18,000	10,000	18,000	0.00
240-555320-500346	UNIFORMS	2,500	4,400	2,500	0.00
240-555320-500350	OPERATING SUPPLIES	28,000	51,000	51,000	82.14
240-555320-500380	EQUIPMENT OUTLAY	16,107	8,000	26,107	62.08
240-555320-500390	OTHER EXPENSES	1,200	1,000	1,200	0.00
240-555320-500510	PROPERTY INSURANCE	2,800	2,094	2,200	(21.43)
240-555321-500125	PART TIME SALARIES/SEASONAL	17,500	9,505	10,000	(42.86)
240-555321-500151	FICA	1,339	727	765	(42.87)
240-555321-500324	LICENSES & PERMITS	400	400	400	0.00
240-555321-500350	OPERATING SUPPLIES	19,000	28,813	20,000	5.26
240-555321-500380	EQUIPMENT OUTLAY	750	750	750	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 240		(5,692)	70,009	419	(107.36)
BEGINNING FUND BALANCE		12,361	12,361	82,370	566.37
ENDING FUND BALANCE		6,669	82,370	82,789	1,141.40

Fund 250 - PARKS IMPACT FEE FUND					
250-000000-467510	PARK EQUIPMENT IMPACT FEE	0	117,735	0	0.00
250-000000-481100	INVESTMENT INCOME	0	15,753	0	0.00
250-592000-500706	TRANSFER TO CAP IMPROVEMENT	250,000	250,000	150,000	(40.00)
NET OF REVENUES/APPROPRIATIONS - FUND 250		(250,000)	(116,512)	(150,000)	(40.00)
BEGINNING FUND BALANCE		599,370	599,370	482,858	(19.44)
ENDING FUND BALANCE		349,370	482,858	332,858	(4.73)

Fund 260 - LIBRARY FUND					
260-000000-411111	REAL ESTATE TAXES	771,194	771,194	794,550	3.03
260-000000-435432	LIBRARY GRANTS	15,000	12,070	10,000	(33.33)
260-000000-467100	LIBRARY FEES AND FINES	12,000	9,000	10,000	(16.67)
260-000000-467110	LIBRARY - COUNTY REIMBURSEMENT	266,841	283,928	291,706	9.32
260-000000-467150	LIBRARY - PHOTOCOPIES-TAXABLE	1,500	1,500	1,500	0.00
260-000000-473200	LIBRARY DONATIONS	30,000	16,500	15,000	(50.00)
260-000000-482215	RENT - CITY PROPERTY	500	1,124	500	0.00
260-555110-500111	SALARIES	441,617	441,617	459,387	4.02
260-555110-500124	BONUSES	350	350	350	0.00
260-555110-500125	PART TIME SALARIES/SEASONAL	124,280	137,000	150,768	21.31
260-555110-500128	MAINT/PW SALARIES	20,260	20,000	22,000	8.59
260-555110-500135	SICK PAY OUT	11,000	8,042	0	(100.00)
260-555110-500151	FICA	44,841	44,841	49,086	9.47
260-555110-500152	RETIREMENT	32,602	32,602	32,602	0.00
260-555110-500154	HEALTH INSURANCE	113,760	85,000	95,589	(15.97)
260-555110-500155	LIFE INSURANCE	102	102	120	17.65
260-555110-500161	EAP/125 ADMIN	100	100	100	0.00
260-555110-500165	WORKERS COMP INS	1,110	1,110	1,110	0.00
260-555110-500212	ATTORNEY/CONSULTANT	275	0	275	0.00
260-555110-500222	ELECTRIC	26,000	26,000	28,000	7.69
260-555110-500223	MARKETING	7,000	6,500	7,000	0.00
260-555110-500224	NATURAL GAS	10,000	10,000	10,000	0.00
260-555110-500225	TELEPHONE/COMMUNICATIONS	9,000	9,500	9,000	0.00
260-555110-500226	WATER SERVICE	3,000	250	3,000	0.00
260-555110-500240	REPAIR AND MAINTENANCE	10,000	10,000	19,000	90.00
260-555110-500290	MAINT/CONTRACTED SERVICES	55,000	50,000	55,000	0.00
260-555110-500308	PROGRAM SUPPLIES	1,000	800	4,000	300.00
260-555110-500310	OFFICE SUPPLIES	8,000	9,000	8,000	0.00
260-555110-500312	COMPUTER/COPIER SUPPLIES	5,000	6,000	5,000	0.00
260-555110-500313	PRINTING-NEWSLETTERS, ETC	500	500	500	0.00
260-555110-500315	POSTAGE	450	400	450	0.00
260-555110-500319	PUBLICATIONS AND SUBSCRIPTIONS	93,000	90,000	100,000	7.53
260-555110-500320	PROF PUBLICATIONS AND DUES	1,600	1,220	1,600	0.00
260-555110-500322	DONATION EXPENDITURES	29,000	15,000	15,000	(48.28)
260-555110-500330	TRAVEL & TRAINING	5,000	3,000	5,000	0.00
260-555110-500331	GRANT EXPENDITURES	15,000	27,007	15,000	0.00
260-555110-500350	OPERATING SUPPLIES	5,000	5,000	5,000	0.00
260-555110-500380	EQUIPMENT OUTLAY	10,000	9,000	10,000	0.00
260-555110-500381	SHARED SYSTEM SERVICES	24,500	26,200	24,500	0.00
260-555110-500382	TECHNOLOGY	6,000	6,000	7,000	16.67
260-555110-500395	EMPLOYMENT EXPENSES	250	600	250	0.00
260-555110-500510	PROPERTY INSURANCE	6,600	5,000	6,600	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 260		(24,162)	7,575	(27,031)	11.87
BEGINNING FUND BALANCE		106,361	106,361	113,936	7.12
ENDING FUND BALANCE		82,199	113,936	86,905	5.73

Fund 270 - FIRE DEPT & EMS					
270-000000-411111	REAL ESTATE TAXES	464,199	464,199	536,971	15.68
270-000000-411112	CITY ARPA FUNDS	0	0	43,000	0.00
270-000000-435101	FIRE INSURANCE DUES	104,358	118,002	118,002	13.07
270-000000-435201	STATE GRANT - FD SAFETY	3,400	4,690	0	(100.00)
270-000000-435400	OZAUKEE COUNTY ARPA FUNDING	200,000	216,000	216,000	8.00
270-000000-435401	FLEX GRANT	0	59,738	0	0.00
270-000000-435402	FAP GRANT	0	12,195	0	0.00
270-000000-435403	GRANT REVENUES	0	2,000	0	0.00
270-000000-441130	FIRE INSPECTION FEE	22,000	21,435	22,000	0.00
270-000000-462146	EMS TRANSPORTS BILLING	320,000	377,000	405,000	26.56
270-000000-473407	FIRE-OPERATING EXP-TOWN	242,134	242,134	294,791	21.75
270-000000-473408	FIRE/EMS DISPATCHING	0	343	343	0.00
270-000000-473409	EMERGENCY MNGMT-TOWN	0	88	88	0.00
270-000000-473450	TOWN ARPA FUNDS	0	0	24,000	0.00
270-000000-481100	INVESTMENT INCOME	0	27,322	0	0.00
270-000000-485551	DONATIONS - FD	0	100	0	0.00
270-000000-486000	MISCELLANEOUS REVENUE	15,000	15,000	15,000	0.00
270-522500-500111	SALARIES	418,837	376,837	475,133	13.44
270-522500-500112	OVERTIME	10,000	10,000	20,000	100.00
270-522500-500121	PART TIME SALARIES	92,720	92,720	284,124	206.43
270-522500-500151	FICA	38,192	38,192	57,754	51.22
270-522500-500152	RETIREMENT	49,753	43,274	75,966	52.69
270-522500-500154	HEALTH INSURANCE	88,649	88,649	137,369	54.96
270-522500-500155	LIFE INSURANCE	10	43	66	560.00
270-522500-500165	WORKERS COMP INS	15,825	15,825	24,518	54.93
270-522500-500210	PROFESSIONAL SERVICES	88,000	88,000	88,000	0.00
270-522500-500212	ATTORNEY/CONSULTANT	0	0	2,000	0.00
270-522500-500222	ELECTRIC	17,000	17,000	17,000	0.00
270-522500-500223	MARKETING	0	0	1,000	0.00
270-522500-500224	NATURAL GAS	12,000	14,000	16,000	33.33
270-522500-500225	TELEPHONE/COMMUNICATIONS	7,500	10,000	20,000	166.67
270-522500-500226	WATER SERVICE	4,000	7,500	7,500	87.50
270-522500-500230	GROUNDS MAINTENANCE	0	0	1,000	0.00
270-522500-500235	OPERATING EXPENSES	25,000	25,000	20,000	(20.00)
270-522500-500240	REPAIR AND MAINTENANCE	62,000	62,000	65,000	4.84
270-522500-500290	MAINT/CONTRACTED SERVICES	1,500	1,800	2,000	33.33
270-522500-500310	OFFICE SUPPLIES	5,000	5,000	5,000	0.00
270-522500-500315	POSTAGE	3,000	3,000	3,000	0.00
270-522500-500320	PROF PUBLICATIONS AND DUES	0	800	1,000	0.00
270-522500-500330	TRAVEL & TRAINING	40,000	40,000	40,000	0.00
270-522500-500346	UNIFORMS	2,000	2,000	5,000	150.00
270-522500-500347	SUPPLIES AND EXPENSES	37,000	37,000	40,000	8.11
270-522500-500350	OPERATING SUPPLIES	47,500	48,000	50,000	5.26
270-522500-500351	GAS AND OIL EXPENSE	22,000	22,000	24,000	9.09
270-522500-500380	EQUIPMENT OUTLAY	32,500	32,500	32,500	0.00
270-522500-500390	OTHER EXPENSES	2,700	2,700	3,439	27.37
270-522500-500392	REFUNDS - EMS BILLING	0	6,000	6,000	0.00
270-522500-500396	EMS - FLEX GRANT EXPENSES	0	101,685	0	0.00
270-522500-500397	EMS - FAP GRANT EXPENSES	0	26,008	0	0.00
270-522500-500400	EMS EQUIPMENT	13,000	13,000	15,000	15.38
270-522500-500401	EMS-CITY ADMINISTRATIVE FEES	0	0	15,136	0.00
270-522500-500402	EMS-PARAMEDIC OVERSIGHT FEE	0	0	67,000	0.00
270-522500-500510	PROPERTY INSURANCE	47,500	36,000	47,500	0.00
270-522500-500512	LIABILITY INSURANCE	2,000	5,500	5,500	175.00
270-522500-500940	TRANSFER TO CAPITAL IMP FUND	410,000	470,125	0	(100.00)
NET OF REVENUES/APPROPRIATIONS - FUND 270		(224,095)	(181,912)	690	(100.31)
BEGINNING FUND BALANCE		1,692,619	1,692,619	1,510,707	(10.75)
ENDING FUND BALANCE		1,468,524	1,510,707	1,511,397	2.92

Fund 300 - DEBT SERVICE FUND					
300-000000-411111	REAL ESTATE TAXES	1,365,047	1,365,047	1,434,055	5.06
300-000000-467520	LIBRARY IMPACT FEE	0	112,638	0	0.00
300-000000-481100	INVESTMENT INCOME	250	15,000	0	(100.00)
300-581521-500610	DEBT SERVICE - PRINCIPAL	340,000	340,000	345,000	1.47
300-581521-500620	DEBT SERVICE - INTEREST	17,400	17,400	10,550	(39.37)
300-581530-500610	DEBT SERVICE - PRINCIPAL	395,000	395,000	405,000	2.53
300-581530-500620	DEBT SERVICE - INTEREST	145,788	145,788	137,788	(5.49)
300-581540-500610	DEBT SERVICE - PRINCIPAL	25,000	25,000	25,000	0.00
300-581540-500620	DEBT SERVICE - INTEREST	5,300	5,300	4,800	(9.43)
300-581565-500610	DEBT SERVICE - PRINCIPAL	300,000	300,000	300,000	0.00
300-581565-500620	DEBT SERVICE - INTEREST	25,875	25,875	20,251	(21.74)
300-581575-500610	DEBT SERVICE - PRINCIPAL	120,000	120,000	125,000	4.17
300-581575-500620	DEBT SERVICE - INTEREST	21,600	21,600	17,925	(17.01)
300-581576-500610	DEBT SERVICE - PRINCIPAL	0	0	18,238	0.00
300-581576-500620	DEBT SERVICE - PRINCIPAL	0	0	15,386	0.00
300-581580-500610	DEBT SERVICE - PRINCIPAL	135,000	135,000	0	(100.00)
300-581580-500620	DEBT SERVICE - INTEREST	109,919	109,919	0	(100.00)
300-592000-500705	TRANSFER TO TIF FUND	0	0	245,380	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 300		(275,585)	(148,197)	(236,263)	(14.27)
BEGINNING FUND BALANCE		1,020,574	1,020,574	872,377	(14.52)
ENDING FUND BALANCE		744,989	872,377	636,114	(14.61)

Fund 350 - TIF DISTRICT FUND #4					
350-000000-411111	REAL ESTATE TAXES	3,964	3,964	3,998	0.86
350-000000-481100	INVESTMENT INCOME	300	8	0	(100.00)
350-000000-491300	TRANSFER FROM DEBT SERVICE	0	0	245,380	0.00
350-566710-500115	ADMIN - DIRECTOR SALARY	500	500	500	0.00
350-566710-500210	PROFESSIONAL SERVICES	4,000	12,000	4,000	0.00
350-566710-500212	ATTORNEY/CONSULTANT	1,000	15,000	1,000	0.00
350-566710-500610	DEBT SERVICE - PRINCIPAL	135,000	135,000	140,000	3.70
350-566710-500620	DEBT SERVICE - INTEREST	109,919	109,919	105,380	(4.13)
NET OF REVENUES/APPROPRIATIONS - FUND 350		(246,155)	(268,447)	(1,502)	(99.39)
BEGINNING FUND BALANCE		(928,828)	(928,828)	(1,197,275)	28.90
ENDING FUND BALANCE		(1,174,983)	(1,197,275)	(1,198,777)	2.03

Fund 351 - TIF DISTRICT FUND #5					
351-000000-411111	REAL ESTATE TAXES	173,708	175,180	175,180	0.85
351-566710-500115	ADMIN - DIRECTOR SALARY	250	250	250	0.00
351-566710-500210	PROFESSIONAL SERVICES	12,535	12,535	2,000	(84.04)
351-566710-500227	DEVELOPERS INCENTIVE	149,388	137,005	172,930	15.76
NET OF REVENUES/APPROPRIATIONS - FUND 351		11,535	25,390	0	(100.00)
BEGINNING FUND BALANCE		(13,396)	(13,396)	11,994	(189.53)
ENDING FUND BALANCE		(1,861)	11,994	11,994	(744.49)

Fund 352 - TIF DISTRICT FUND #3					
352-000000-411111	REAL ESTATE TAXES	10,242	10,329	10,329	0.85
352-566710-500115	ADMIN - DIRECTOR SALARY	250	250	250	0.00
352-566710-500210	PROFESSIONAL SERVICES	2,000	2,000	2,000	0.00
352-566710-500212	ATTORNEY/CONSULTANT	1,000	500	500	(50.00)
352-566710-500227	DEVELOPERS INCENTIVE	0	0	7,579	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 352		6,992	7,579	0	(100.00)
BEGINNING FUND BALANCE		(290)	(290)	7,289	(2,613.45)
ENDING FUND BALANCE		6,702	7,289	7,289	8.76

Fund 353 - TIF DISTRICT #6					
353-000000-411111	REAL ESTATE TAXES	256,068	258,236	258,236	0.85
353-000000-481100	INVESTMENT INCOME	10	9,205	0	(100.00)
353-000000-486000	MISCELLANEOUS REVENUE	0	19,157	0	0.00
353-000000-491000	PROCEEDS FROM BORROWING	615,000	0	0	(100.00)
353-566710-500115	ADMIN - DIRECTOR SALARY	2,000	500	500	(75.00)
353-566710-500210	PROFESSIONAL SERVICES	10,000	4,000	5,000	(50.00)
353-566710-500212	ATTORNEY/CONSULTANT	5,000	5,000	5,000	0.00
353-566710-500451	TIF - SANITARY SEWER	200,000	0	240,000	20.00
353-566710-500453	TIF - ROAD AND GUTTER	0	0	80,000	0.00
353-566710-500610	DEBT SERVICE - PRINCIPAL	0	0	46,734	0.00
353-566710-500620	DEBT SERVICE - INTEREST	128,000	0	167,427	30.80
NET OF REVENUES/APPROPRIATIONS - FUND 353		526,078	277,098	(286,425)	(154.45)
BEGINNING FUND BALANCE		302,626	302,626	579,724	91.56
ENDING FUND BALANCE		828,704	579,724	293,299	(64.61)

Fund 354 - TIF DISTRICT #7					
354-000000-480000	BOND PREMIUM	0	134,842	0	0.00
354-000000-481100	INVESTMENT INCOME	0	14,000	0	0.00
354-000000-491000	PROCEEDS FROM BORROWING	2,500,000	2,610,000	0	(100.00)
354-566710-500210	PROFESSIONAL SERVICES	0	200,000	4,000	0.00
354-566710-500212	ATTORNEY/CONSULTANT	0	1,500	2,000	0.00
354-566710-500451	TIF - SANITARY SEWER	0	450,500	0	0.00
354-566710-500453	TIF - ROAD AND GUTTER	0	450,500	100,000	0.00
354-566710-500456	TIF - STREET LIGHTING/ELECTRIC	0	70,000	0	0.00
354-566710-500459	TIF - WATER SYSTEM	0	450,500	0	0.00
354-566710-500460	TIF - STORMWATER MGMT SYS	0	450,500	0	0.00
354-566710-500685	DEBT ISSUANCE COST	0	106,177	0	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 354		2,500,000	579,165	(106,000)	(104.24)
BEGINNING FUND BALANCE		(16,119)	(16,119)	563,046	(3,593.06)
ENDING FUND BALANCE		2,483,881	563,046	457,046	(81.60)

Fund 400 - CAPITAL IMPROVEMENTS FUND					
400-000000-411111	REAL ESTATE TAXES	1,720,000	1,720,000	1,920,000	11.63
400-000000-423200	SPECIAL ASSESSMENT REVENUE	0	9,630	0	0.00
400-000000-435306	STORMWATER GRANT	0	61,200	61,250	0.00
400-000000-435425	DNR GRANT - DAMS	400,000	0	400,000	0.00
400-000000-481100	INVESTMENT INCOME	12,000	33,861	22,000	83.33
400-000000-481141	LIBRARY INTEREST	0	49	0	0.00
400-000000-483315	SALE OF CITY PROPERTY	30,000	34,778	30,000	0.00
400-000000-485550	DONATIONS	27,000	0	0	(100.00)
400-000000-486000	MISCELLANEOUS REVENUE	0	106,711	0	0.00
400-000000-487000	CHANGE IN MARKET VALUE	0	(10,626)	0	0.00
400-000000-491030	LEASE PROCEEDS	0	(205,987)	0	0.00
400-000000-491100	TRANSFER FROM GENERAL FUND	100,000	0	100,000	0.00
400-000000-491200	TRANSFER FROM CEMETERY FUND	25,000	25,000	0	(100.00)
400-000000-491250	TRANSFER FROM PARKS/PLAYGROUND	250,000	250,000	0	(100.00)
400-000000-491270	TRANSFER FROM EMS	410,000	410,000	0	(100.00)
400-000000-491700	TRANSFER FROM PARKS IMPACT FEE FUND	0	0	150,000	0.00
400-518100-500805	CEMETERY HOUSE	25,000	25,000	0	(100.00)
400-518100-500806	CITY HALL IMPROVEMENTS	65,000	65,000	0	(100.00)
400-518100-500811	VEHICLE REPLACEMENTS	0	0	6,620	0.00
400-522110-500807	STATION IMPROVEMENTS	60,000	0	0	(100.00)
400-522120-500724	OFFICER EQUIPMENT	15,000	12,788	40,000	166.67
400-522120-500811	VEHICLE REPLACEMENTS	44,000	44,000	102,513	132.98
400-522230-500807	STATION IMPROVEMENTS	30,000	30,000	25,000	(16.67)
400-522230-500811	VEHICLE REPLACEMENTS	350,000	350,000	0	(100.00)
400-522230-500831	EQUIPMENT	80,000	15,578	0	(100.00)
400-533210-500880	EQUIP REPLACEMENT	446,129	373,000	318,000	(28.72)
400-533311-500854	STREET IMPROVEMENTS	945,510	945,000	1,050,000	11.05
400-533311-500876	ASPHALT REPAIRS	60,000	60,000	60,000	0.00
400-533311-500899	SIDEWALK REPLACEMENTS-CAPITAL	45,000	45,000	30,000	(33.33)
400-533440-500472	NR216 COMPLIANCE	48,544	40,000	40,000	(17.60)
400-533440-500475	STORMWATER IMPROVEMENTS	218,379	237,605	580,000	165.59
400-533440-500877	STORM SEWER CAPITAL PRJT ENG	28,873	28,873	19,180	(33.57)
400-533750-500841	PROCHNOW	30,000	223,648	35,000	16.67
400-533750-500874	DAM STUDIES	800,000	22,000	800,000	0.00
400-555110-500824	LIBRARY BUILDING	19,000	17,600	28,500	50.00
400-555510-500610	DEBT SERVICE - PRINCIPAL	0	0	7,000	0.00
400-555510-500620	DEBT SERVICE - INTEREST	0	0	800	0.00
400-555510-500811	VEHICLE REPLACEMENTS	24,700	0	0	(100.00)
400-555510-500861	PARK IMPROVEMENTS	39,800	39,800	350,000	779.40
400-555510-500864	PARK DEVELOPMENT	250,000	250,000	0	(100.00)
400-581500-500610	DEBT SERVICE - PRINCIPAL	37,896	31,266	0	(100.00)
400-581500-500611	SQUAD LEASE PAYMENT - PRINCIPAL	0	2,720	0	0.00
400-581500-500620	DEBT SERVICE - INTEREST	5,400	1,206	0	(100.00)
400-581500-500621	SQUAD LEASE PAYMENT - INTEREST	0	958	0	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 400		(694,231)	(426,426)	(809,363)	16.58
BEGINNING FUND BALANCE		1,572,023	1,572,023	1,145,597	(27.13)
ENDING FUND BALANCE		877,792	1,145,597	336,234	(61.70)

Fund 601 - WATER RECYCLING CENTER					
601-000000-464111	RESIDENTIAL REVENUE	2,805,053	2,769,326	2,876,688	2.55
601-000000-464112	COMMERCIAL REVENUE	366,491	388,097	412,308	12.50
601-000000-464113	INDUSTRIAL REVENUE	542,009	425,287	444,372	(18.01)
601-000000-464114	PUBLIC AUTHORITY REVENUE	108,195	108,696	105,540	(2.45)
601-000000-464215	SEWER CONNECTION FEES	10,000	61,916	10,000	0.00
601-000000-464220	RESERVE CAPACITY FEE	5,000	0	0	(100.00)
601-000000-464310	SEPTAGE HAULER FEE	66,000	66,000	66,000	0.00
601-000000-481100	INVESTMENT INCOME	10,000	15,000	15,000	50.00
601-000000-481121	INV INC - WWTF REPLACEMENT	0	60,000	30,000	0.00
601-000000-481122	INV INC - COLL SYST REPLACE	0	24,000	14,000	0.00
601-573805-500111	SALARIES	241,247	226,817	253,312	5.00
601-573805-500151	FICA	18,455	17,106	18,000	(2.47)
601-573805-500152	RETIREMENT	16,404	15,425	17,478	6.55
601-573805-500154	HEALTH INSURANCE	57,272	68,898	65,459	14.29
601-573805-500155	LIFE INSURANCE	165	0	154	(6.67)
601-573805-500161	EAP/125 ADMIN	500	0	500	0.00
601-573805-500165	WORKERS COMP INS	200	200	200	0.00
601-573810-500111	SALARIES	253,700	246,059	285,451	12.52
601-573810-500112	OVERTIME	6,000	6,606	6,000	0.00
601-573810-500120	SALARIES - WW	18,250	18,250	18,250	0.00
601-573810-500151	FICA	21,263	19,554	20,336	(4.36)
601-573810-500152	RETIREMENT	18,901	18,025	19,696	4.21
601-573810-500154	HEALTH INSURANCE	79,049	69,895	74,791	(5.39)
601-573810-500155	LIFE INSURANCE	95	0	118	24.21
601-573810-500165	WORKERS COMP INS	19,210	19,210	19,210	0.00
601-573815-500111	SALARIES	109,112	84,642	107,249	(1.71)
601-573815-500112	OVERTIME	3,000	3,000	3,000	0.00
601-573815-500151	FICA	8,577	6,845	7,119	(17.00)
601-573815-500152	RETIREMENT	7,624	5,779	7,607	(0.22)
601-573815-500154	HEALTH INSURANCE	46,417	28,397	53,194	14.60
601-573815-500155	LIFE INSURANCE	75	75	17	(77.33)
601-573825-500222	ELECTRIC	107,000	110,191	110,000	2.80
601-573825-500224	NATURAL GAS	5,750	5,750	5,750	0.00
601-573825-500225	TELEPHONE/COMMUNICATIONS	9,000	9,000	9,000	0.00
601-573825-500226	WATER SERVICE	5,000	5,000	5,250	5.00
601-573825-500294	SLUDGE HAULING	350,000	242,782	300,000	(14.29)
601-573825-500312	COMPUTER/COPIER SUPPLIES	10,000	10,000	10,000	0.00
601-573825-500370	LAB SUPPLIES	22,000	22,000	22,000	0.00
601-573825-500371	COAGULANTS	16,000	16,000	16,000	0.00
601-573825-500372	SAFETY EQUIPMENT	12,000	12,000	12,000	0.00
601-573830-500297	REFUSE COLLECTION	20,000	20,000	20,000	0.00
601-573830-500340	MAINTENANCE SUPPLIES	50,500	50,500	50,500	0.00
601-573830-500342	JANITORIAL SUPPLIES	2,500	2,500	2,500	0.00
601-573835-500360	COLLECTION SYSTEM MAINT	28,500	28,500	28,500	0.00
601-573835-500383	WRC ADAPTIVE MANAGEMENT	207,572	200,000	200,000	(3.65)
601-573840-500340	MAINTENANCE SUPPLIES	63,500	63,500	63,500	0.00
601-573845-500240	REPAIR AND MAINTENANCE	12,000	12,500	13,000	8.33
601-573850-500210	PROFESSIONAL SERVICES	15,000	15,000	15,000	0.00
601-573850-500211	EXTRAORDINARY SERVICES	5,000	5,000	5,000	0.00
601-573850-500215	ENGINEERING	30,000	30,000	30,000	0.00
601-573850-500216	L&W BILLING	140,000	140,000	140,000	0.00
601-573850-500218	SEWER AUDIT	5,500	5,500	5,500	0.00
601-573850-500310	OFFICE SUPPLIES	750	750	750	0.00
601-573850-500320	PROF PUBLICATIONS AND DUES	300	300	300	0.00
601-573850-500323	STATE OF WI FEES	11,000	12,000	12,000	9.09
601-573850-500330	TRAVEL & TRAINING	6,000	6,000	6,000	0.00
601-573850-500390	OTHER EXPENSES	500	500	500	0.00
601-573850-500510	PROPERTY INSURANCE	16,000	16,000	16,000	0.00
601-573855-500990	CONTINGENCY RESERVE	55,000	55,000	55,000	0.00
601-573860-500610	DEBT SERVICE - PRINCIPAL	45,000	45,000	45,000	0.00
601-573860-500620	DEBT SERVICE - INTEREST	16,775	16,775	15,876	(5.36)
601-573870-500540	DEPRECIATION EXPENSE	1,030,000	1,030,000	1,030,000	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 601		689,085	875,491	751,841	9.11
BEGINNING FUND BALANCE		19,101,786	19,101,786	19,977,277	4.58
ENDING FUND BALANCE		19,790,871	19,977,277	20,729,118	4.74

Fund 700 - RISK MANAGEMENT FUND					
700-000000-481100	INVESTMENT INCOME	13,000	27,000	23,000	76.92
700-000000-481195	DIVIDEND INCOME	14,732	50,207	12,785	(13.22)
700-000000-482000	WORKERS COMP-WAGE RECOVERY	0	5,444	0	0.00
700-000000-491100	TRANSFER FROM GENERAL FUND	249,000	219,318	232,209	(6.74)
700-000000-491200	TRANSFER FROM CEMETERY FUND	530	642	750	41.51
700-000000-491220	TRANSFER FROM REC PROG FND	4,256	4,460	4,500	5.73
700-000000-491240	TRANSFER FROM SWIM POOL FUND	8,289	8,381	8,600	3.75
700-000000-491260	TRANSFER FROM LIBRARY FUND	7,779	6,047	6,100	(21.58)
700-000000-491270	TRANSFER FROM EMS	0	56,454	62,000	0.00
700-000000-491601	TRANSFER FROM WRC FUND	31,300	31,379	34,000	8.63
700-519400-500165	WORKERS COMP INS	151,112	159,236	163,459	8.17
700-519400-500393	UNEMPLOYMENT COMPENSATION	2,500	0	2,500	0.00
700-519400-500510	PROPERTY INSURANCE	84,000	101,736	105,000	25.00
700-519400-500512	LIABILITY INSURANCE	74,000	73,832	76,300	3.11
700-519400-500513	EMPLOYMENT PRACTICES LIAB INS	14,250	13,072	17,255	21.09
700-519400-500515	BOILER INSURANCE	3,112	2,678	3,430	10.22
700-519400-500524	INSURANCE CLAIMS - 2020	1,000	0	1,000	0.00
700-519400-500525	INSURANCE CLAIMS - 2021	5,000	26,500	5,000	0.00
700-519400-500547	INSURANCE CLAIMS 2022, 2023	10,000	18,299	10,000	0.00
NET OF REVENUES/APPROPRIATIONS - FUND 700		(16,088)	13,979	0	(100.00)
BEGINNING FUND BALANCE		1,053,483	1,053,483	1,067,462	1.33
ENDING FUND BALANCE		1,037,395	1,067,462	1,067,462	2.90

CITY OF CEDARBURG

MEETING DATE: November 13, 2023

ITEM NO: 8.B. & 8.C.

TITLE: Discussion and possible action to consider the condominium plat and documents along with the development agreement for the Stonelake project

ISSUE SUMMARY

City Engineer Mike Wieser has been working with Mr. Caliendo's engineer on the follow-up engineering plans for the Stonelake development ever since the zoning for that project was approved. Now that those plans are nearly complete, Mr. Caliendo is seeking approval of the development agreement and the condominium documents for the first phase, public portion, of this project. You will recall that the public portion consists of the extension of the public utilities (i.e. sewer and water facilities) and the public road extending from the entrance off Susan Lane to a point where it loops around the south end of the quarry and then north along the east property line to the point where the road intersects the future extension to Sheboygan Road.

Attached hereto is the development agreement that Attorney Herbrand and Engineer Wieser have drafted. As you are aware, the development agreement is the contract between the City and the Developer that establishes responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms. At last Monday's meeting, the Plan Commission recommended approval of this agreement subject to:

- Adding the stipulation that no tree removal within the woods is allowed unless City staff is present.
- Removal of the verbiage that prohibits recreational use of the quarry.

Mr. Caliendo is also requesting approval of the Condominium Plat and associated documents for the first phase of this project. These documents were drafted in accordance with Wis. Stat. Ch. 703, *Condominiums*, and serve as the master deed or bylaws that affect and define the rights and obligations of co-owners of these condominium townhomes. Upon its approval and execution, this document will be recorded in the Ozaukee County Register of Deeds Office. *Land Division, Subdivision and Condominium Regulations found in Sec. 14, Code of Ordinances, City of Cedarburg*, requires Plan Commission review and recommendation, and Common Council approval of these documents.

Staff Comments:

City Staff review indicates that the documents are compliant with State Statutes and since the development agreement was drafted by City Attorney Mike Herbrand and City Engineer Mike Wieser staff recommends approval subject to City Engineering Department review and approval of the grading, drainage, storm water management and erosion control plans.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Plan Commission the development agreement and Condo plat/documents at their November 7, 2023, meeting and recommended approval by unanimous vote.

ATTACHMENTS:

- Development Agreement
- Condominium Plat and Documents

CITY OF CEDARBURG

- Minutes from November 6, 2023, Plan Commission meeting.

INITIATED/REQUESTED BY: Craig Caliendo, President Kingsway Homes

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

DEVELOPMENT AGREEMENT

Stone Lake Condominiums
Cedarburg, Wisconsin

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ___ day of March 2023, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the "City") and Stone Lake Development, Inc. (the "Developer").

RECITATIONS

0.1 The Developer owns the Property (as hereinafter defined). The tax key number of the Property is provided in **Exhibit A**;

0.2 The Developer desires to develop 35 side-by-side duplex condominium buildings with a total of 70 units on the Property and record a Declaration of Condominium and related instruments (as further described herein) with accompanying Condominium Plat Condominium Plat as provided in **Exhibit B** to create easements for public right-of-way and utilities.

0.3 The Property is conditionally zoned as a Planned Unit Development Overlay District ("PUD") and City Ordinance § 13-1-69(n)(2) requires that the Plan Commission recommend, and the City Council approve a Development Agreement which shall include, without limitation:

- (a) Timetables for performance/completion of the Improvements (as hereinafter defined).
- (b) Performance requirements and standards and assurances for all Improvements and/or modifications pertaining to the PUD;
- (c) Inspection requirements;
- (d) Prohibition on any division/combination of real estate lots included within the PUD District except as otherwise provided;
- (e) Provisions for lapsing of specific plan approval and automatic reversion of the zoning status of the Property to non-PUD District status upon specific changes of circumstances or failure of the Development (as hereinafter defined) to materialize as agreed to in the Development Agreement;
- (f) Agreements, provisions and/or covenants or additional deed restrictions to be recorded against the lot(s) within the PUD District that will perpetually govern the use, maintenance and continued preservation and protection of the Development and any of its common services, common open areas and/or other facilities;

- (g) Exhibits, drawings or other attachments that depict Improvements, including but not limited to structures, fixtures and landscaping and their relative locations in the Development area as well as design and engineering details as necessary to document to a reasonable degree of specificity the type, character, and nature of Improvements to be made within the Development area.

0.4 The Developer has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Development and will cause additional such services to be performed as the site is developed; and

0.5 The Developer intends to contract for installation of certain other site Improvements; and

0.6 The City shall cause inspections and approvals of the Improvements being dedicated to the City during installation by Developer based on the City approved civil engineering plans.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the mutual covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1

Definitions

The following terms, whenever used in this Agreement, shall have the following meanings:

1.01 "Contract Documents" means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements set forth in the Improvement Plans and all addenda and amendments thereto.

1.02 "Improvements" means the improvements as described in § 4.02 below, to be installed for the benefit of the Development by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01, or otherwise).

1.03 "Declaration of Condominium" means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes. Said Declaration of Condominium shall comply with Chapter 703, include all requirements of Section 703.09, Wis. Stats., and include a condominium plat of the Development for the Property ("Condominium Plat"). For purposes of this Agreement, the Declaration of Condominium includes the Development site, certain public utility easements to be dedicated to the City and those public road right-of-way areas adjacent to and within the Development. A true and complete copy of the Condominium Plat is attached hereto as **Exhibit B** and is incorporated herein by reference.

1.04 "Improvement Plans" means the improvement, grading and landscape plans prepared by M Squared Engineering LLC, with last revision dated _____, _____ submitted by the Developer as approved by the City, along with any approved amendments or supplements. A true and complete copy of the Improvement Plans is attached hereto as **Exhibit C** and is incorporated herein by reference.

1.05 "Financial Guarantee" means one or more letters of credit or development bonds issued in conformity with the terms and conditions of this Agreement in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.

1.06 "Property" means all the real property as described on **Exhibit A**.

1.07 "Development" means the 35 side-by-side condominium buildings with a total of 70 units to be constructed on the Property.

1.08 "Condominium Owner's Association" shall mean the condominium owner's association created by and under the Declaration of Condominium for the Property.

Article 2

Term

The term of this Agreement shall commence upon due execution hereof by or on behalf of all parties.

Article 3

Developer's Representations and Warranties

The Developer represents and warrants that:

3.01 Good Title. The Developer owns all the Property free and clear of all liens and encumbrances other than encumbrances shown on the title policy for the Property and mortgages for the purpose of developing the Property, and that it has retained sufficient rights in and to the balance of the Property so as to make all provisions of this Agreement valid and enforceable against the Developer and all successors in interest.

3.02 Contract Documents. The Developer has examined the Contract Documents, is familiar with the specifications set forth therein, and has determined that they are adequate and sufficient for the Developer's purposes.

3.04 Authority. The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer.

Article 4

Duties of the Developer

4.01 Storm Water Pond Maintenance. This development will utilize the quarry pond to store site storm water runoff. The quarry pond shall be considered "private" and shall be

maintained by the Developer and subsequently the Condominium Owners Association at its expense. Simultaneously, with the execution of this Agreement, Developer and City shall enter into a separate written Storm Water Management and System Maintenance Agreement, in a form substantially similar to **Exhibit D**, attached hereto and incorporated herein by reference. The purpose of the Storm Water Management and System Maintenance Agreement is to grant the City, its employees, agents, contractors, successors, and assigns, access to and from all storm water facilities for purposes of access, inspection, and maintenance if necessary.

4.02 Construction Duties of the Developer. The Developer shall construct and install the Improvements in a single phase and pay all costs therefor, pursuant to the applicable Contract Documents and Improvement Plans, as follows:

- (a) Site Grading. Grade the site pursuant to the Improvement Plans and § 14-1-73(c) of the City of Cedarburg Zoning Code approved by the City Engineer. The City acknowledges that a portion of the site (up to 1 acre in size) may be used for storing topsoil and/or fill during construction and may remain ungraded until completion of construction of all of the units in the Development. Prior to the installation of all underground utilities, Developer shall certify to the City that the grading has been completed in compliance with the aforementioned Improvement Plans. In the event that the actual grade is not in compliance, Developer shall pay all costs associated making the grade compliant and relaying the underground electrical services.
- (b) Sanitary Sewerage Systems. Developer agrees to pay for and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Development as depicted in the Improvement Plans. All sanitary sewer mains shall be dedicated to the City. The Developer also agrees to reimburse the City \$29,864 for costs incurred by the City to extend the sanitary sewer main out of Forward Way. This change is due in full upon issuance of the first building permit.
- (c) Water Supply Facilities. Developer agrees to pay for and install all onsite water supply facilities including all water mains, service laterals and appurtenances necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All water mains shall be dedicated to the City. The Developer also agrees to reimburse the City \$19,533 for costs incurred by the City to extend the water main out of Forward Way. This change is due in full upon issuance of the first building permit.
- (d) Storm Water Drainage Facilities. Developer agrees to pay for and install all onsite storm water drainage facilities pursuant to § 14-2 necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All on-site storm sewer, bio-filters, and grass swales within the private roadway portion of the Development shall be private and shall be maintained by the Developer and subsequent property owners in perpetuity. All onsite storm sewers within the public roadway portion of the Development shall be dedicated to the City.
- (e) Private Utilities. Developer shall file preliminary plans and Developer agrees to pay for and install private underground gas mains, electric distribution lines, cable television and telephone cables, pursuant to § 14-1-59.

- (f) Record Drawings. Prepare record drawings for those portions of the above work that are being dedicated to the City, pursuant to § 14-1-52(e). Developer shall prepare such drawings for work completed during each phase of the Development. Provide full sized prints on 4 mil mylar as well as an electronic version in Auto Cad.
- (g) Curb and Gutter. Developer agrees to pay for and install concrete curb and gutter along the public road as shown on the Improvement Plans and pursuant to § 14-1-54.
- (h) Sidewalks and Walking Paths. Developer agrees to pay for and install a 5-foot-wide concrete sidewalk on the east side of the north-south entrance roadway off of Susan Lane and 5-foot-wide concrete sidewalk on both sides of the east- west public roadway, and as shown on the Improvement Plans and as approved by the City Engineer, pursuant to § 14-1-67. All sidewalks installed for public use shall be located in the public road right-of-way and be dedicated to the City. The Developer and subsequent Condominium Owners Association shall be responsible for the clearing of snow, ice or other materials that might limit the public use of the sidewalks. The recorded Condominium Declaration documents or deed restrictions shall require that the sidewalks and walking paths be repaired, maintained, and replaced by the Condominium Owner's Association.
- (i) Intersection Improvements. Developer agrees to pay for and install a fully improved intersection with Susan Lane to include concrete curb and gutter and sidewalk as required by the City. Such improvements shall be dedicated to the City.
- (j) Street Improvements. Developer agrees to pay for and install street improvements, pursuant to § 14-1-53 and Development construction plans. The Developer shall also stub the public roadway to the east property line for a future roadway connection. All streets with urban cross-sections shall be public. All streets with rural cross- sections shall be private. The recorded Condominium Declaration documents or deed restrictions shall require that the private streets shall be privately owned, repaired, maintained, and replaced, by the Condominium Association.
- (k) Street Lighting. Street lighting on the private roadway portions of the site shall be private lighting maintained by the Developer and subsequent Condominium Owner's Association as approved by the Plan Commission. On the public roadway portion of the sit, the Developer shall contract with Cedarburg Light & Water to arrange for the installation of standard coach light streetlamps on a spacing approved by the City pursuant to § 14-1-60.
- (l) Street Signs. The Developer agrees to pay for, and the City agrees to install street identification signs for the public roadway portion of the Development pursuant to § 14-1-61 and any traffic control signage as required by the City Engineer. Any Street identification or traffic control signage on the private roadway portion of the Development shall be provided and installed by the Developer and maintained in perpetuity by the Condominium Owner's Association.

- (m) Landscaping Other Than Street Trees. Developer shall pay for and install topsoil and establish lawn turf in all parkways and provide landscaping features as shown in the Improvement Plans.
- (n) Street Trees. Developer shall pay for street trees along the public roadway frontage on both sides of the road, as shown on the Improvements Plans and pursuant to § 14-1-62. The City Forester will select the tree species and contract out the tree planting as part of the annual street tree program. The City Forester will plant the trees after the sidewalk and curb and gutter are installed, and the parkway turf is established. All such trees shall be dedicated to the City.
- (o) Erosion Control. Developer shall pay for, install, and maintain erosion control using best management practices and pursuant to § 14-1-63, Chapter 14-2, and Chapter 15-2. Developer must comply with all applicable DNR permits, the City's Erosion Control Permit, and the Storm Water Management Permit and any associated fees.
- (p) Impact on Woods Located at the Southwest Corner. The woods located at the southwest corner of the property are known as the Cedarburg Woods- West site in the Southeastern Wisconsin Regional Plan Commission (SEWRPC) Report No.42 shall be preserved to the amount practicable with the impact on the woods be kept to the absolute minimum. Any cutting of woods done outside of the approved improvement plan and must be approved in advance and in writing by the City Forester. The cutting shall be done in the presence of City Staff and at the expense of the Condominium Owner's Association. Such restriction shall be included in the Declaration of Condominium.
- (q) Public Sidewalk Dedication. Developer hereby grants and dedicates to the public, all sidewalks adjacent to public roadways, to be used and accessed by the public for all uses allowed by applicable law, standard, or regulation. Such grant shall be expressly stated on the Condominium Plat for the Development.
- (r) Roadway Use and Access Easement Grant. Developer hereby grants to the public, and to the City, its employees, agents, contractors, successors and assigns, pedestrian and motor vehicle use and access to and from the Development within the public road dedication outlot set forth in the Declaration of Condominium.
- (s) Emergency Services and Utility Access Easement Grant. Developer hereby grants to the City, its employees, agents, contractors, successors, and assigns, pedestrian, and motor vehicle access over, across, through and under all private roads and outlots, within the Development for purposes of pedestrian and vehicular access to maintain and repair all public utilities within the Development and for pedestrian and vehicular access for all governmental emergency services, including but not limited to, police, fire, ambulance and emergency government. Such Easement grant shall be expressly stated in the Declaration of Condominium.

4.03 Time for Completion. Each of the items in § 4.02 above shall be completed on the dates specified in this Agreement. Pursuant to § 13-1-69(o)(2)(4), if a building permit is not issued for the first condominium unit in the Development within one (1) year of receiving the PUD

zoning, the PUD district zoning for the Property shall be automatically discontinued and replaced with the zoning designation that existed prior to the PUD rezoning.

4.04 Impact and Connection Fees. Subject to the provisions of any State of Wisconsin law, prior to issuance of any building permit for a condominium building and payable at the time of building permit application, the following impact and connection fees will be due for each condominium unit:

Library Building Fee	\$ 1,546.36 per unit
Police Station Fee	\$ 1,501.49 per unit
Park Facilities Fee	\$ 1,438.58 per unit
Water Supply Facilities Fee	\$ 2,053.92 per unit
Sanitary Sewer Connection Fee	\$ 2,710.75 per unit
Fee in Lieu of Parkland Dedication Fee	\$ 847.26 per unit

The fees set forth above are based on the City's rates for 2023.

All the above impact and connection fees are subject to an annual adjustment pursuant to § 3-6-9 of the Code of Ordinances.

4.05 Developer Payments.

- (a) Parkland Dedication and Fee in Lieu of Parkland Dedication. Developer shall pay a fee-in-lieu of Parkland Dedication for the Development in the amount of \$847.26 per condominium unit. The fee for each unit is due at the time of Building permit issuance for such unit.
- (b) City Street Trees. The Developer shall pay the City of Cedarburg for furnishing and planting 46 street in the initial phase of the development trees at \$400.00 each for a total of \$18,400.00. The City Forestry Department will hold these funds in a segregated street tree account and will purchase and plant street trees when the roadway improvements are completed. This charge is due in full upon issuance of the first Building permit.
- (c) Other Improvement Costs. Developer is responsible to pay for all reasonable engineering, administrative and legal fees associated with the Development, during the installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, stormwater review, and other fees associated therewith.
- (d) Account Statements. Developer shall review and approve all engineering, inspection, and attorney draw requests received by the City and pertaining to the Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.

- (e) Recording Fees. Developer shall pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of this Agreement, the Declaration of Condominium, Condominium Plat, Storm Water Management, and System Maintenance Agreement and any separate dedication instruments and grants of easements as are directly attributable to the Development.

4.06 Condominium Owner's Association. The Developer agrees that there will be an incorporated Condominium Owners Association that will be responsible for the of the private streets, storm sewer, storm water ponds, quarry, bio-filters, landscaping, maintenance (including snow removal) of all private and public sidewalks and terrace area along the public portion of roadway and Stone Lake Circle, and maintenance of all Common Areas within the Development. The Condominium Owners Association shall acknowledge the private road, the inherent danger due to the depth of the quarry and indemnify the City of any responsibility due to the quarry. The responsibilities of the Association, including but not limited to those set forth in this section, will be set forth in recorded Declaration. This Agreement and the Condominium Plat shall be disclosed in the Declaration. Developer agrees that a capital replacement reserve fund for the repair and replacement of the private roads within the Subdivision, shall be included within any due's requirement for Unit owners within the Subdivision, and disclosed within the Declaration.

4.07 Financial Guarantee. Developer shall provide an irrevocable letter of credit or an approved development bond to the City, which shall not expire prior to fourteen (14) months following the completion of all Improvements being dedicated to the City shown on the Improvement Plans, for the estimated costs of the installation of all such Improvements including: erosion control, public roadway, public utilities, sidewalks, inspection, and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Cedarburg Zoning Code Regulations. The City shall be authorized from time to time to draw against the Financial Guarantee for costs incurred and due the City pursuant to this Agreement if the Developer has not made payments or not completed required work in a timely manner as determined by the City Engineer.

The amount of the Financial Guarantee shall be based on the Bids/Estimates for the Improvements as set forth in the Schedule of Values in § 4.08 of this Agreement.

4.08 Schedule of Values for Financial Guarantee. Developer shall provide the Financial Guarantee for the Phase 1 improvements which shall be dated no later than seven (7) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Phase 1 Improvements for the Development that are being dedicated to the City based on § 4.02 and the Schedule of Values for the Development which include, but are not limited to, the required sewer and water main extensions and street signs. Prior to the commencement of construction of any improvements in Phase 2 of the Development, Developer shall provide an irrevocable letter of credit or an approved development bond to the City, which shall not expire prior to fourteen (14) month following the completion of the improvements, in the amounts set forth in a Phase 1 or Phase 2 schedule of values to be approved by the City Engineer and attached to this Agreement as an Addendum. Each Phase of the Development shall be defined as follows:

- (a) Phase 1 shall consist of Condominium Units 1 through 32
- (b) Phase 2 shall consist of Condominium Units 33 through 70

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

Item

	ESTIMATED COST
Drainage Swales, ditch preparation and construction of storm bio swales	\$48,800
Erosion control including Silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and rip-rap.	\$21,800
Sanitary Sewer and Laterals	\$383,790
Water Main and Laterals	\$505,040
Storm Sewer and Laterals	\$204,525
Fine Grading of Street	\$21,450
Concrete Curb and Gutter	\$48,600
Road Base	\$53,130
Asphalt Pavement binder course	\$78,375
Concrete Sidewalk	\$91,000
Seeding and Mulching	\$10,250
Asphalt Pavement surface layer	\$42,750
Street Lighting	\$45,000
Street Signs	\$2,000
Legal Fees (City)	\$5,000
Inspection Fees (including but not limited to City Administration fees)	<u>\$60,000</u>
Sub Total of Construction and Related Costs (Rounded)	\$1,621,510
Add 20% additional Contingency	\$324,302
<p>THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE-ITEM COSTS MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS AVAILABLE TO THE CITY FOR COMPLETION OF EACH LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE FINANCIAL GUARANTEE.</p>	

TOTAL OF FINANCIAL GUARANTEE:

\$1,945,812

4.09 Completion Schedule. Developer shall complete the Improvements for the Development listed below as follows:

- (a) Phase 1 underground utilities including watermains, sanitary sewer, storm sewer, and appurtenances completed on or before May 31, 2024.
- (b) Phase 1 roadway base, concrete curb and gutter, and binder asphalt completed on or before May 31, 2024.
- (c) Phase 1 natural gas, electric, telephone, sidewalks, and cable televisions shall be completely installed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of final course of asphalt.
- (d) Phase 1 roadway final course of asphalt to be installed within fourteen (14) months of the installation of the binder asphalt course and within the financial guarantee period

4.10 Quality of Work.

- (a) All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and all Improvements being dedicated to the City shall be done in accordance with established standards and specifications of the City as directed by the City Engineer.
- (b) The City shall have the right during the course of construction of Improvements being dedicated to the City under this Agreement to direct the Developer to issue contract change orders to be paid by Developer, and to amend the plans and specifications, but only to the extent required to assure that construction will conform to City standards and specifications. All contract change orders proposed by Developer involving public rights of way or easements shall be approved by the City.

Article 5

Indemnification

5.01 Indemnification Agreement.

- (a) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the Developer shall indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, reasonable attorney's fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the Developer under this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort

or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect.

- (b) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle, and litigate any such claim and control of the defense thereof subject to the approval of the City.

5.02 Extent of Damages. In every case, but not as a limitation on the liability of the Developer to the City, where judgment is recovered against the City on any such claim as provided in this Article 5, if notice has been given to Developer under § 5.01 above, any judgment thereon shall be conclusive upon the Developer as to the amount of damages and as to its liability therein; provided, however, notwithstanding anything to the contrary contained herein, the City shall reserve and maintain all of its rights and remedies to pursue recovery of all legal and equitable remedies.

5.03 Limitations as to Financial Guarantee. It is expressly understood and agreed by the City, unless specifically directed and authorized by the Developer, that the Financial Guarantee as required of the Developer pursuant to § 4.07 above, is not subject to any draw by the City, or any other party or person, to pay for any, or all, claims for personal injury and property damage arising from the construction or installation of such Improvements, but that the Financial Guarantee is exclusively limited to the payment for the Improvements not provided for by the Developer pursuant to the terms hereof, and for no other purposes.

Article 6

Compliance

6.01 Compliance With Law and Regulations. The Developer shall, in the performance of this Agreement, comply with, and give all stipulations and representations required by all applicable federal, state, and local laws, ordinances and regulations. The Developer shall also require such compliance, stipulations, and representations with respect to any contract entered into by Developer with others pertaining to the work covered by this Agreement.

6.02 Public Records Law. The Developer understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. Sec.19.21, *et. Seq.*, Pursuant to Wis. Stat. Sec. 19.36(3), City may be obligated to produce, to a third party, the records of Developer that are “produced or

collected” by Developer under this Agreement (“Records”). Developer is further directed to Wis. Stat. Sec. 19.21, *et. Seq.*, for the statutory definition of Records subject to disclosure under this paragraph, and Developer acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Developer is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request. Developer’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Developer must defend and hold the City harmless from liability due to such breach.

Article 7

Conditions and Waivers

Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction of buildings within any phase unless and until all the following have occurred:

7.01 Improvements. Construction of the Improvements for the Development, other than the final course of asphalt paving of streets and the City’s planting of street trees, for each applicable phase are completed pursuant to § 4.02, and the Improvements are dedicated and accepted by the City, in accordance with the schedule specified in Section 4.09.

(a) The binder course of bituminous paving of streets, completion of which shall be a condition to issuance of building permits for units subsequent there to;

(b) Installation of street identification signs and parkway seeding, and;

(c) No building permit shall be issued prior to providing the City with adequate proof of contract and payment for installation of natural gas, electric, telephone, and cable television.

(d) Notwithstanding the foregoing Developer may obtain an early start permit for up to 3 buildings (6 condominium units) in the Development as long as an accessible gravel base road has been installed that gives proper access, as reasonably determined by the City, to governmental emergency services, including, but not limited to, police, fire, ambulance, and emergency government. It shall be the Developers responsibility to maintain the gravel road and clear snow to assure access to the early start buildings 24 hours per day and 7 days a week.

7.02 Impact Fees. The Developer has paid the fees referenced in 4.05 (a) and (b) for the condominium units for which the building permit is requested and all impact and connection fees for the issuance of a building permit for such condominium unit.

7.03 Grading Complete. The Developer has completed the work required on the Improvement Plans to rough grade, which shall accommodate proper and positive surface water drainage substantially in accordance with the Improvement Plans.

Article 8

Additional Terms

8.01 _____. Developer and City agree that if there is a failure to substantially complete any of the improvements prior to 2027, there shall be a reversion of those portion(s) of the property where the improvements have not been completed to non-PUD District status pursuant to § 13-1-69 (n)(2) of the City Code.

8.02 Time is of Essence. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.

8.03 Dedication. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council and recording of the Condominium Plat, the public utility easements dedicated therein by the Developer may be accepted by the City. Additionally, the Developer shall, without charge to the City, upon completion of all of the Improvements being dedicated to the City pursuant to § 4.02, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all structures, mains, conduits, pipes, lines, equipment, and appurtenances pertaining to such Improvements. After such Dedication, the City shall be solely responsible for the maintenance, repair and replacement of such Improvements and have the right to connect or integrate other Improvements or public facilities to the Improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.

8.04 No Waiver: Remedies. The failure of any party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any parties' rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. In no event shall any terms or conditions of this Agreement be deemed or interpreted as a waiver by the City or its insurer of any Statutory immunities, defenses, or other rights provided by law, including, but not limited to, notice rights under Chapter 893, Wis. Stats., damage limitations and statutory immunities or any kind. To the extent that indemnification is available and enforceable, neither the City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

8.05 Notices. All notices and other communications provided for under this Agreement shall be in writing (including telefax communications) and mailed (certified), sent by facsimile, or personally delivered:

If to the City, as follows:

Mike Wieser
Director of Engineering and Development
Cedarburg City Hall
W63 N645 Washington Avenue
Cedarburg, WI 53012
Fax: (262) 387-2051

With a copy to:

Attorney Michael Herbrand
Houseman and Feind, LLP
Attorneys at Law
1650 9th Avenue
Grafton, WI 53024
Fax: (262) 377-6080

If to Developer, as follows:

With a copy to:

Craig Caliendo, CEO
Stone Lake Development, Inc.
700 Pilgrim Parkway #100
Elm Grove, WI 53122

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party in accordance herewith. Delivery of all such notices and communications shall be deemed complete, (a) if mailed, when deposited in the mail for certified mail, return receipt requested, postage prepaid, or (b) if sent by facsimile, when confirmed as being received by the party to whom faxed or delivered, or (c) when personally delivered.

8.06 Force Majeure. The obligations of either of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

8.07 Amendments. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure from this Agreement shall in any event be effective unless the same shall be in writing and signed by both parties, and it shall be effective only in the specific instance and for the specific purpose for which given.

8.08 Assignment. This Agreement, and the interests hereunder, shall not be assigned except with the prior, written consent of the City.

8.09 Survival. All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the completion of this Agreement.

8.10 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

8.11 Headings. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

8.12 Integration of Terms. This Agreement represents the entire agreement of the parties.

EXHIBIT A

Legal Description of Property

[To be inserted]

The Tax Key Number for the Property is

EXHIBIT B

Condominium Plat

[To be inserted]

EXHIBIT C

Improvements Plans, including Landscape Plans, Completed by

[To be inserted]

EXHIBIT D

Storm Water Management and System Maintenance Agreement

[To be inserted]

PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

CURVE TABLE

NO.	ARC	RADIUS	DELTA	CHORD	DIST.	TANGENT	TANGENT
C1	8.26	70.00	6°45'31"	N06°54'34"W	8.25	N03°31'48"W	N10°17'19"W
C2	15.33	130.00	6°45'31"	N06°54'34"W	15.33	N03°31'48"W	N10°17'19"W
C3	64.46	353.37	10°27'04"	N05°03'47"W	64.37	N00°09'45"E	N10°17'19"W
C4	75.40	413.37	10°27'04"	N05°03'47"W	75.30	N00°09'45"E	N10°17'19"W
C5	77.53	50.00	88°50'52"	N44°35'11"E	70.00	N89°00'37"E	N00°09'45"E
C6	5.15	9.21	32°00'45"	N15°50'38"W	5.08	N00°09'45"E	N31°51'00"W
C7	12.90	470.00	1°34'23"	N32°38'12"W	12.90	N31°51'00"W	N33°25'24"W
C8	14.55	530.00	1°34'23"	S32°38'12"E	14.55	S31°51'00"E	S33°25'24"E
C9	53.14	51.49	59°08'23"	S61°25'11"E	50.82	S31°51'00"E	N89°00'37"E
C10	96.42	1205.82	4°34'53"	N86°43'11"E	96.39	N89°00'37"E	N84°25'44"E
C11	101.22	1265.82	4°34'53"	N86°43'11"E	101.19	N89°00'37"E	N84°25'44"E
C12	219.12	381.61	32°53'56"	N67°58'46"E	216.12	N84°25'44"E	N51°31'48"E
C13	184.66	321.61	32°53'56"	N67°58'46"E	182.14	N84°25'44"E	N51°31'48"E
C14	112.40	120.00	53°40'07"	N24°41'45"E	108.34	N51°31'48"E	N02°08'19"W
C15	168.60	180.00	53°40'07"	N24°41'45"E	162.51	N51°31'48"E	N02°08'19"W

LINE TABLE

NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	S87°17'44"W	3.69	L11	N89°00'37"E	168.00
L2	S87°17'44"W	60.01	L12	N89°00'37"E	145.43
L3	N03°31'48"W	11.27	L13	N51°31'48"E	98.54
L4	N03°31'48"W	10.40	L14	N51°31'48"E	98.54
L5	N10°17'19"W	151.91	L15	N02°08'19"W	31.24
L6	N10°17'19"W	151.91	L16	N02°08'19"W	91.24
L7	N00°09'45"E	63.69	L17	N87°51'41"E	64.82
L8	N00°09'45"E	146.40	L18	S02°07'38"E	60.00
L9	N31°51'00"W	16.87	L19	N87°51'41"E	4.81
L10	N56°34'36"E	60.00			

LEGEND

- = FOUND PLSS MONUMENT PER SEWRPC DOSSIER
- = FOUND 1.3" O.D. (1" I.D.) IRON PIPE
- = FOUND 3/4" x 18" REBAR - PER CSM XXXX
- = EXTERIOR BOUNDARY LINE
- - - = CITY-TOWN MUNICIPAL BOUNDARY LINE
- - - = EASEMENT LINE
- - - = PLSS LINE

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090



M² ENGINEERING
M SQUARED ENGINEERING LLC
 N19 W6719 COMMERCE CT
 CEDARBURG, WI 53012
 PHONE (262) 376-4246
 msquaredengineering.com

**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

Return to:
Stone Lake Development, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Parcel Number

TABLE OF CONTENTS

ARTICLE I: DECLARATION..... 1

ARTICLE II: NAME; DESCRIPTION OF PROPERTY..... 1

 2.01 Name..... 1

 2.02 Legal Description 1

 2.03 Address 1

ARTICLE III: DESCRIPTION OF UNITS 1

 3.01 Identification of Units..... 1

 3.02 Boundaries of Units..... 2

 3.03 Description of Units..... 2

 3.04 Declarant’s Right to Modify Units..... 3

ARTICLE IV: COMMON ELEMENTS; LIMITED COMMON ELEMENTS 3

 4.01 Common Elements 3

 4.02 Limited Common Elements 4

 4.03 Conflict Between Unit Boundaries; Common Element Boundaries 4

ARTICLE V: PERCENTAGE INTERESTS; VOTING 5

 5.01 Percentage Interests 5

 5.02 Conveyance, Lease or Encumbrance of Percentage Interest..... 6

 5.03 Voting 6

 5.04 Multiple Owners 6

 5.05 Limitations on Voting Rights..... 6

ARTICLE VI: RIGHT TO EXPAND 6

 6.01 Reservation of Right..... 6

 6.02 Number, Location and Style of Units 6

 6.03 Effect on Percentage Interest in Common Elements 7

 6.04 Effective Date of Expansion..... 7

 6.05 Effect of Expansion 7

ARTICLE VII: CONDOMINIUM ASSOCIATION..... 7

 7.01 General..... 7

 7.02 Declarant Control 8

 7.03 Board of Directors 8

 7.04 Maintenance and Repairs 9

 7.05 Common Expenses 10

7.06	General Assessments	10
7.07	Special Assessments	11
7.08	Common Surpluses.....	11
7.09	Certificate of Status	11
7.10	Management Services.....	12
ARTICLE VIII: ALTERATIONS AND USE RESTRICTIONS.....		12
8.01	Unit Alterations	12
8.02	Relocation of Boundaries	14
8.03	Separation of Units	14
8.04	Expenses	14
8.05	Use and Restrictions on Use of Unit	14
8.06	Nuisances.....	15
8.07	Lease of Units	15
8.08	Signs.....	16
8.09	Garbage and Refuse Disposal	16
8.10	Storage	16
8.11	Animals.....	16
8.12	Landscaping; Use of Common Elements.....	16
ARTICLE IX: INSURANCE		17
9.01	Fire and Extended Loss Insurance	17
9.02	Public Liability Insurance.....	17
9.03	Fidelity Insurance; Directors' and Officers' Insurance.....	18
9.04	Unit Owners' Insurance	18
9.05	Mutual Waiver of Subrogation.....	18
9.06	Standards for All Insurance Policies	19
ARTICLE X: RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION.....		19
10.01	Determination to Reconstruct or Repair	19
10.02	Plans and Specifications	20
10.03	Responsibility for Repair.....	21
10.04	Insurance Proceeds and Construction Fund.....	21
10.05	Assessments For Deficiencies	21
10.06	Surplus in Construction Funds	21
10.07	Partition and Sale Upon Consent	21
10.08	Mortgagees' Consent Required.....	22

ARTICLE XI: CONDEMNATION	22
11.01 Allocation of Award.....	22
11.02 Determination to Reconstruct Condominium	22
11.03 Plans and Specifications for Condominium.....	22
11.04 Responsibility for Reconstruction.....	23
11.05 Assessments for Deficiencies.....	23
11.06 Surplus in Construction Fund.....	23
11.07 Percentage Interests Following Taking.....	23
11.08 Partition and Sale Upon Consent	23
ARTICLE XII: MORTGAGEES.....	24
12.01 Notice.....	24
12.02 Amendment of Provisions Affecting Mortgagees	24
12.03 Owners of Unmortgaged Units	25
12.04 Condominium Liens	25
ARTICLE XIII: AMENDMENT.....	25
ARTICLE XIV: REMEDIES	26
ARTICLE XV: GENERAL	27
15.01 Utility Easements.....	27
15.02 Right of Entry	27
15.03 Notices	27
15.04 Severability	28
15.05 Declarant Access During Construction of Improvements	28
15.06 Agent for Service of Process.....	28
15.07 Assignment of Declarant's Rights	28
15.08 Conflicts.....	28
15.09 Disclosure Regarding Warranties.....	29
15.10 Disclosure Regarding Construction	29
EXHIBIT A: Legal Description	A-1
EXHIBIT B: Condominium Plat.....	B-1
EXHIBIT C: Expansion Area.....	C-1

**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR STONE LAKE
CONDOMINIUM (this "Declaration"), is made this ____ day of _____
2023, by Stone Lake Development, Inc., a Wisconsin corporation (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "STONE LAKE CONDOMINIUM."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Cedarburg, County of Waukesha, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is:700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of Thirty-Two (32) units (individually a "Unit" and collectively the "Units") located in the Sixteen (16) buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be

identified as Units 1 through 32, inclusive. inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit including the garage and basement, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, paneling, and carpeting) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now of hereafter located within such boundaries, including:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, sump pumps, ejector pumps, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 Declarant's Right to Modify Units. Until construction of a Unit by Declarant is completed, Declarant shall have the right, without requiring the consent (written or otherwise) of any third-party Unit Owner, to modify the perimetrical boundaries of any Unit and to record an addendum to the Plat so indicating such modification. Such modification may include, but is not limited to, changing the size, shape, angle, location of any Unit and/or adding a sunroom to a Unit. No such modification(s) shall be deemed to change the percent or value of any Unit Owner's interest in the Common Elements; and acceptance of a deed to a Unit shall be deemed waiver of any right to compensation therefore.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, lighting features, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs);

(d) Any other portion of the improvements to the Land including landscaping and lighting which is not included within the boundary of a Unit as described above; and

(e) Recreational amenities, if any.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, balconies, decks and patios (whether or not shown on the Condominium Plat) attached to, leading directly to or from, or adjacent to each Unit;

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any, and including any driveway leading to the garage portion of any Unit, provided, however, any vehicles parked on any driveway shall be limited to no more than one (1) vehicle and only for a period of up to three (3) weeks with longer terms requiring a written permit from the Association, the issuance of which shall be subject to the Association's sole discretion; and

(c) The mailboxes located in any mailbox islands identified on the Condominium Plat or as may exist from time to time as designated and reserved for any Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as

shown on the Condominium Plat, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated.

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

6.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Waukesha County Register of Deeds, or such longer period as may be permitted by the Condominium Ownership Act. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 110, subject to further separation under Section 8.03. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.

6.03 Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each

Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Waukesha County Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Stone Lake Condominium Owners Association Inc., a Wisconsin corporation" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be

subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless a different date is specified in such rule or regulation.

7.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers allowed under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

7.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common

Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. All repairs and replacements of decks, patios and balconies shall be the responsibility of the Association. The Association shall be responsible for replacing when necessary any Common Elements and Limited Common Elements.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the routine maintenance (but not the repair or replacement of) exterior decks, patios or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 9.01. Each Unit (including routine maintenance of exterior decks, patios and balconies) shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, including the Limited Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or

restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation and to the extent applicable, expenses incurred for: repair and maintenance any amenities; landscaping and lawn care (including irrigation); snow shoveling and plowing; improvements to the Common Elements; common grounds lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant, or any party succeeding to the interest of the Declarant by assignment, sale or foreclosure, shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either:
(a) record a document to cause its Units to be subject to General Assessments; or

(b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).

7.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. The Manager under the management contract may, at its option, promulgate reasonable rules and regulations in addition to the Rules and Regulations which shall be enforced by the Association in accordance with enforcement of the Rules and Regulations.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association and, if the Declarant owns any Unit in the Condominium, the prior written permission of the Declarant, which permission may also be denied in the sole discretion of the Declarant. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining Unit or part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the total of the affected Percentage Interests of the Units so combined.

8.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the Waukesha County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Waukesha County Register of Deeds. If the Declarant still owns a Unit within the Condominium, the Declarant's written approval shall be required for the effectiveness of such boundary relocation, which approval may be denied in the Declarant's sole discretion. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

8.03 Separation of Units.

(a) No Unit may be separated into two (2) or more Units.

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may

be charged as a special assessment to the affected Units in accordance with Section 7.07.

8.05 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.05 shall authorize the maintaining of an office at which customers or clients customarily visit and the same is prohibited. Notwithstanding anything contained herein to the contrary, Developer and/or Developer's agent, shall have the right to utilize any Unit or Units as a "model" open to the public for viewing.

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) the term of any such lease shall not be less than one (1) year;
- (b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. A copy of each lease of all or any part of a Unit shall be filed with the Association within five (5) business days of such lease's effectiveness. The restrictions against leasing contained in this Section 8.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 Signs. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the

Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. This provision shall be enforced by the Association to the extent permitted by law.

8.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers or otherwise in appropriate disposal.

8.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any portion of the grass or lawn at any time.

8.11 Animals. Unit Owners shall be allowed to keep up to two (2) cats or dogs per Unit or any combination of cats and dogs and further subject to applicable local ordinances. No Rottweilers or Pit Bulls or other potentially vicious breeds of dog which would impair the Association's ability to obtain an HO-6 policy or its equivalent or will increase the cost of such insurance shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. No animal shall unreasonably disturb any Condominium resident; and no animal shall be left unattended in any portion of the Common Elements. All animals must be registered with the Association; and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up after their animals regardless of the circumstances.

8.12 Landscaping; Use of Common Elements. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association. No Unit Owner may use any portion of the Common Elements (other than Limited Common Elements appurtenant to such Unit Owner's Unit) for its exclusive use and control. No Unit Owner may construct or install upon the Common Elements any shed, gazebo, lawn ornament or any other object or improvement.

ARTICLE IX

INSURANCE

9.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance; Directors' and Officers' Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums

for such insurance shall be Common Expenses. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. All premiums for such insurance shall be Common Expenses.

9.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least \$500,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice; and such amount may be accomplished using an umbrella coverage policy. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. *Unit Owners are encouraged to submit copies of the Condominium Declaration for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.*

9.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds.

Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to Condominium; and (3) so long as the Declarant still owns a Unit within the Condominium, the Declarant approves in writing the variance, which approval may be denied in the Declarant's sole discretion. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. Except as otherwise provided in Section 10.01, in all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06 Surplus in Construction Funds. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07 Partition and Sale upon Consent. If (a) following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any equipment, fixtures or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

11.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. Further, so long as Declarant still owns a Unit within the Condominium, Declarant's approval of such variance shall also be required, which approval may be denied in Declarant's sole discretion. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Condominium, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special

Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be calculated by dividing one (1) by the number of Units which exist after the taking. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 Partition and Sale Upon Consent. If, (a) pursuant to Section 11.02, the Association determines that, following a taking of all or part of the Common Elements, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

(d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract.

(e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VII above by the owner of any Unit securing the mortgage or land contract.

(f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract.

(g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

12.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's

unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Declarant shall have the right to make amendments to this Declaration as expressly provided in this Declaration and to clarify ambiguities and correct errors without the written consent of the any of the Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of Cedarburg or the County of Waukesha to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of

thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII.

ARTICLE XV

GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Cedarburg and County of Waukesha or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium or the expanded Condominium. In addition to the rights regarding easements for utilities described in Section 15.01 above, Declarant shall have the authority during any period in which Declarant maintains control of the Association to grant any easements as may be required in connection with the development of the Condominium.

15.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Stone Lake Development, Inc. at 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

15.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

15.08 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed
this day _____ of _____, 2023.

STONE LAKE DEVELOPMENT, INC., a
Wisconsin corporation

By: _____
Craig Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____ 2023, Craig
Caliendo, as President of Stone Lake Development, Inc, a Wisconsin corporation,
who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by
and should be returned to:

Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT A - CONDOMINIUM LAND LEGAL DESCRIPTION

EXHIBIT B

CONDOMINIUM PLAT

EXHIBIT C - CONDOMINIUM EXPANSION LANDS

November 6, 2023

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, November 6, 2023, at Cedarburg City Hall, W63N645 Washington Avenue, upper level, Council Chambers and online via the zoom app. The meeting was called to order at 7:01 p.m. by Mayor Michael J. O’Keefe.

Roll Call Present - Mayor Michael J. O’Keefe, Council Member Patricia Thome, Adam Voltz, Jack Arnett, Tom Wiza, Sig Strautmanis

 Excused- Vice Chairperson Kip Kinzel

 Also Present - City Planner Jon Censky, Administrative Secretary Theresa Hanaman

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

A motion was made by Council Member Thome, seconded by Commissioner Voltz, to approve the Plan Commission minutes from October 2, 2023. Motion carried without a negative vote with Commissioner Kinzel excused.

COMMENTS AND SUGGESTIONS FROM CITIZENS

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

REQUEST APPROVAL FOR DEVELOPMENT AGREEMENT AND CONDOMINIUM APPROVAL FOR THE STONELAKE TWO-FAMILY PROJECT LOCATED AT 6660 SUSAN LANE

Planner Censky reviewed and approved the detailed architectural plans for the Stone Lake Development. Since that meeting, City Engineer Mike Wieser has been working with the developer’s engineer on the follow up engineering plans for this project. With that plan review nearly complete, Mr. Caliendo is now prepared to seek approval of the development agreement and the condominium documents for the first phase public portion of this project. The public portion consists of the extension of the public utilities (i.e., sewer and water facilities) and the public road extending from the entrance off Susan

Lane to a point where it loops around the south end of the quarry and then north along the east property line to the point where the road intersects the future extension to Sheboygan Road.

The development agreement was drafted by Attorney Herbrand and Engineer Wieser. The development agreement is the contract between the City and the Developer that establishes responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms.

The petitioner also requested approval of the Condominium documents for the first phase of this project. These documents were drafted in accordance with Wis. Stat. Ch. 703, *Condominiums*, and serve as the master deed or bylaws that affect and define the rights and obligations of co-owners of these condominium townhomes. Upon its approval and execution, this document will be recorded in the Ozaukee County Register of Deeds Office. *Land Division, Subdivision and Condominium Regulations found in Sec. 14, Code of Ordinances, City of Cedarburg*, requires Plan Commission review and recommendation, and Common Council approval of these documents.

City Staff review indicates that the documents are compliant with State Statutes and since the development agreement was drafted by City Attorney Mike Herbrand and City Engineer Mike Wieser staff recommends approval subject to City Engineering Department review and approval of the grading, drainage, storm water management and erosion control plans.

The petitioner discussed SEC 4.06 of the Developers Agreements pertaining to the quarry and the responsibility of the future owners and establishing rules regarding the use for recreation. Discussion and concerns related to rescues and recovery from the Cedarburg Fire Department were relayed by Commissioner Wiza.

Commissioner Strautmanis expressed his preference for leaving the use of the quarry to the residents and emphasized the need for appropriate insurance in case of any accidents.

Commissioner Arnett discussed the clarity of the declaration, specifically regarding the distinction between private and public roads. It was suggested by Commissioner Strautmanis that the declaration should include more specific language to prevent future misunderstandings regarding private and public sidewalks and should be disclosed at sale. The issue of pedestrian connectivity was also debated, with particular attention to a public street connecting to the west. The petitioner agreed that the development would be for the association only and not public use. Mayor O'Keefe recognized the need for public pedestrian access on the street and acknowledged a possible public access issue at the north end.

A City resident discussed the importance of Sec 4.02 (p) of the Developer's Agreement. The resident suggested the City's involvement in the project and the need for City Forester Westphal to be on site during the removal of trees.

Action: A motion was made by Mayor O'Keefe, seconded by Council Member Thome, to approve Stone Lake Condominiums and the Developer Agreement, located at 6660 Susan Lane. Subject to:

- SEC 4.02 (p) and the Impact on Woods in Southwest Corner.
- Establishing rules pertaining to use of the quarry in SEC 4.06
- Update language regarding private and public sidewalks
- The need for the Forester during development

Motion carried without a negative vote with Commissioner Kinzel excused.

REQUEST APPROVAL FOR SITE, LANDSCAPE, EXTERIOR LIGHTING, AND ARCHITECTURAL PLAN APPROVAL FOR A 155,000 SQUARE FOOT DISTRIBUTION AND WAREHOUSE BUILDING TO BE LOCATED ON LOT #4 OF THE BUSINESS PARK

Planner Censky explained the applicant is proposing a multi-tenant distribution and warehouse building within the City's Business Park on lot #2 of the Certified Survey Map that was approved last month. This building is proposed at 154,923 square feet in size and 39' in height. Section 13-1-61(b)(2), of the Zoning Code lists, among others, permitted uses in the M-3 District as follows: *buildings for the storage of goods and materials, where such goods and materials are stored inside the building, provided such building is not a mini warehouse building subdivided into more than three (3) multiple warehouse and storage facilities containing less than one thousand five hundred (1,500) square feet each and available for lease.* This building is proposed for the back lot in the park that is on the curve in Forward Way and backs up to the pending Stonelake Development to the south and to the west is the Fairway Village subdivision. This building will be divided into separate leasable units of around 15,000 square feet in size with the main façade fronting Forward Way, the secondary facade fronts to the south. All loading docks will be on the west or the east end of the building.

Planner Censky's review indicates that the plans are compliant with the M-3 District regulations, the plans propose the lot coverage right at the maximum limit allowed by the Code. Section 13-1-61 (h) states that the lot coverage by buildings, accessory structures and surface parking and driveways shall occupy a maximum of 70% of the lot. The City's calculation indicates that the proposed lot coverage is 69.8%. Accordingly, the applicant is aware that there is no room for future building expansion or for additional parking if the need arises. The plan proposes 104 parking stalls situated along the front and back sides of the building with loading docks at the far ends of the building.

This single-story building is located along the curve in Forward Way with one section facing to the north and the other section facing northwest. The building will be constructed of pre-cast insulated concrete panels on all four elevations. To provide interest, the

CITY OF CEDARBURG

MEETING DATE: November 13, 2023

ITEM NO: 8.D.

TITLE: Discussion and possible action on approval of an engineering design contract for the Willowbrooke Park Pond Retrofit Project.

ISSUE SUMMARY: The City received an Urban Non-Point Source and Stormwater Management Construction Grant from the Wisconsin DNR for the Willowbrooke Park Pond Retrofit Project in late 2022. This was a 50/50 grant that totaled \$61,250 for design and construction of the project. AECOM assisted the City with the grant application.

AECOM has submitted a proposal for the design of the Willowbrooke Park Pond Retrofit Project including topographic and bathymetric survey, stormwater modeling and design, production of construction documents (plans and specifications), permitting, and project meetings. AECOM's submitted cost is on a time and material basis with a not to exceed price of \$43,000. The construction of this project must be completed by the end of 2024 to receive the grant money.

STAFF RECOMMENDATION: Staff recommends the award of the engineering design for the Willowbrooke Park Pond Retrofit to AECOM based on their not to exceed price of \$43,000.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: \$150,000 was budgeted for the design and construction of the Willowbrooke Park Pond Retrofit Project in the 2024 budget.

ATTACHMENTS: Proposal submitted by AECOM.

INITIATED/REQUESTED BY: Mike Wieser

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

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this November 3, 2023, is by and between *City of Cedarburg, a Wisconsin Municipality (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”)*; each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City of Cedarburg
W63 N645 Washington Ave
P.O. Box 49
Cedarburg, WI 53012-0049
Attn: Mike Wieser, Director of Engineering and
Public Works

TO AECOM:

1555 Rivercenter Drive, Suite 214
Milwaukee, WI 53212
Attn: Ashley Leisgang

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall

be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by

AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a

limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly

involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

17. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcentrated-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

- Executed Change Orders
- Consulting Services Agreement Article 26
- Consulting Services Agreement Articles 1 through 25 and 27
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

26. SPECIAL TERMS AND CONDITIONS .

None

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: City of Cedarburg



Signature

Signature

Ross A. Hillsman
Printed Name

Printed Name

Associate Vice President, Civil Manager
Printed Title

Printed Title

November 3, 2023
Date

Date

Address

Address

(End of page)

EXHIBIT A

SERVICES

Services:

Project Description

A review of the City's existing ponds was conducted to determine the feasibility of upgrading outlet structures or increasing the wet pool size to further improve water quality in the TMDL area. It was determined that the original intent of Willowbrooke Pond was primarily for aesthetics as opposed to water quality. The pond serves as a water feature in the park. The existing outfalls for the pond are a series of 18" circular pipes, that discharge at different locations. This scope of work would convert the pond to a water quality control feature by redesigning the outlets to detain the runoff for a longer duration to allow for additional settling. One of the 18" pipes will be converted to an outlet structure which will have an overflow weir, standpipe, and an orifice. This proposal for professional civil engineering services involved with the surveying, permitting, construction drawings and technical specifications for the Willowbrooke Pond Retrofit. The scope of work presented below represents the required tasks to complete the project.

The scope of work that follows has been developed based on our understanding of the project site and is based on several discussions with City staff. The proposed scope of work includes:

Scope of Services

Task 1 – Topographic and Bathymetric Surveys

1. Collect topographic and bathymetric survey information to aid in the design and construction of the basin retrofit components.
 - A. The project area to be surveyed is illustrated (within red line) in Figure 1. The terrestrial survey shall include the following:
 - i. Contact Digger's Hotline to have utilities marked within the project areas outlined in red above.
 - ii. Locate underground and overhead utilities flagged through Diggers Hotline.
 - iii. Obtain rim and invert elevations of sanitary and storm sewer manholes and catch basins.
 - iv. Measure catchbasin size, document grate type and document sanitary and storm sewer main sizes within the survey limits.
 - v. Note any deficiencies or damage to the manholes, note offset direction of manhole and provide digital photography of storm sewer manhole interiors and the condition of adjusting rings.



Figure 1. Approximate Site Survey Area

B. The Bathymetric Survey shall include the following:

- i. Water level on day of survey
- ii. AECOM will utilize a 2-person survey crew to perform manual soundings within the basin at the project site. Fieldwork will include tie-in to a National Geodetic Survey (NGS) benchmark on the North American Vertical Datum of 1988 (NAVD88) and will be performed from a 12-foot jonboat.
- iii. Two (2) types of measurements will be conducted from the jonboat.
 - a. The first type of measurement will utilize a graduated survey pole or similar device equipped with a circular disk to determine the depth of water (water surface to the top of soft bottom) to provide spot check depth information.
 - b. The second type of measurement will utilize a pole or threaded rod manually pushed into the basin bottom. The extended pole length below water level will be recorded as an approximation of bottom of loose sediment. Trimble RTK survey equipment will be used to record the position of each sounding.
- iv. After data collection is complete, the field data will be imported to AutoCAD and each set of data will be interpolated into a triangulated irregular network (TIN) using Civil 3D. One (1)-foot contours will be interpolated for both sets of data. Following generation of the contours, an isopach map will be generated showing the estimated thickness of sediment throughout the basin. The isopach map will depict contours of equal sediment thickness. The isopach map will also include a volume quantity estimate of sediment for each basin.

Task 2 – Storm Water Modeling and Design

Perform water quantity and quality analyses for the purpose of evaluating design alternative. Storm water management goals include improving water quality by improving total suspended solids removal. The basin will be designed with an iterative process balancing the water quantity and quality. The peak WSE for the 100-year storm event will be designed to be less than 823 feet NAVD88, so below the existing walking path.

- a) AECOM will run three design storms including the 2, 10, and 100-year storm events to compare the peak WSE (ft) of existing and proposed conditions using HydroCAD.
 - b) Provide flooding depth and duration of drawdown for each of the three (3) design storms.
- 2) Update the WinSLAMM analysis of the basin to determine total suspended solids and total phosphorus pollution removal from the detention facility. The analysis shall be consistent with the work performed during the city-wide pollution control analysis. The citywide model will be updated with the final design efficiency.

Task 3 – Construction Documents

- 1) Prepare Construction Documents including construction drawings, technical specifications, bid documents, engineering opinion of probable costs and provide bidding assistance for the Willowbrooke Basin Retrofit Design.
- 2) All full-size drawing sheets shall be ANSI D (22x34) in size and shall be scalable with an Engineer's Scale at half size. At a minimum include the following plan pages:

- a) Cover Sheet.
 - b) Construction Notes.
 - c) Construction Details not covered in City Standard Specifications.
 - d) Grading and Drainage Plan.
 - e) Erosion Control Plan.
 - f) Demolition and Removals Plan.
 - g) Water Diversion/Management Plan.
 - h) Restoration Plan.
 - i) Basin Cross Section and Pond Details including one outlet structure.
- 3) AECOM will prepare Bid Documents at the following design stages.
- a) 90%
 - b) Final
- 4) Prepare engineering opinion of probable construction costs at following design stages.
- a) 90%
 - b) Final
- 5) Bidding Assistance.
- a) AECOM will provide assistance to the City during the construction bidding process. Budget includes up to 24 hours of Design Engineer time to assist with answering questions during the bidding process.
- 6) Develop construction documents to incorporate Addenda created during the Bidding process.

Task 4 - Permitting

- 1) Review structure design and prepare DNR Waterway Structure Permit Application for Willowbrooke Area basin retrofit. This project is anticipated to fall into one of three (3) permit application categories:
 - a) Exemption: as determined by using DNR Intake or Outfall Structure Exemption Checklist
 - b) General Permit: as determined by using Intake or Outfall Structure General Permit Checklist (3500-145) [PDF]
 - c) Individual Permit: if neither the Exemption nor General Permit are applicable.

Task 5 – Project Management and Meetings

- 1) Project Management and Meetings
 - a) Project Management
 - b) Meetings:
 - i) Design services Kick-Off meeting and Concept Plan Development meeting with City

staff (Engineering/Parks)

- ii) Preliminary review meeting after survey completed.
- iii) 90% plan review meeting.

Assumptions:

- Sediment sampling is not included in this proposal. A change order proposal will be offered if sediment sampling is required due to required dredging.
- A wetland delineation is not being included as this service is not anticipated to be required. If the DNR requires a wetland delineation, a change order proposal will be offered.
- AECOM assumes City of Cedarburg will place and pay for Bid Advertisement.
- City of Cedarburg understands and acknowledges that the proposed outlet modifications at Willowbrooke Pond are intended to improve water quality. Improved water quality will be realized at this pond by holding stormwater flow in the pond for longer periods of time. These changes will increase the water level of the pond and increase the frequency in which higher water levels are realized.
- The following schedule is based upon receiving project authorization by November 10, 2023.

Additional Services:

AECOM will provide the following services on an “as needed” basis at the request of the Client, for additional compensation:

1. Assistance in preparing easement descriptions if needed for construction.
2. Construction Related Services including contract administration, construction staking, inspection and preparation of record drawings.
3. Incorporation of biofilters within the private development to help maximize Total Phosphorous efficiency.
4. Coordination and/or location for private utilities including Gas, Electric, Phone and Fiber Optic.
5. Landscaping design outside of site restoration.
6. Other services requested by Client but not included in this Proposal.

Schedule:

Scheduled Activity

Project Kick-off/Concept Meeting with Parks Department
 Collect Design Survey Information
 Preliminary Review Meeting
 Draft Permit(s) Submittal
 Permit Submittal to WDNR
 90% Submittal
 90% Plan Review Meeting
 PSE Submittal
 Construction

Submittal Date

November, 2023
 November, 2023
 January, 2024
 Late – January, 2024
 Early – February 2024
 February, 2024
 Late - February, 2024
 Late – March, 2024
 Late – April, 2024

Deliverables:

PDF copy of Construction Documents

Adobe Acrobat Portable Document Format (pdf) files of the construction plans. Separate pdf files shall be created for “full size” and “half size” plan sets.

AECOM Project Manager

Name	Ashley Leisgang
Title	Civil Manager
Address	1555 Rivercenter Drive, Suite 214, Milwaukee WI 53212
Phone Number	414-698-7906
Email Address	Ashley.leisgang@aecom.com

Client Project Manager

Name	Mike Wieser
Title	Director of Engineering and Public Works
Address	N643 Washington Ave W63, Cedarburg, WI 53012
Phone Number	262-375-7610
Email Address	mwieser@ci.cedarburg.wi.us

(End of page)

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____ 20__ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

5. Project Impact:

--

6. Other Changes (including terms and conditions):

--



- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

CITY OF CEDARBURG

MEETING DATE: November 13, 2023

ITEM NO: 8.E

TITLE: Discussion and possible action on Ordinance No. 2023-23 removing Weights, Measures, and Filming permit fees from City Code to place on new fee schedule

ISSUE SUMMARY: This ordinance provides for the removal of fees from City Code for Weights & Measures and Filming permits. These fees have already been added to the new fee schedule which will be brought back for final Council approval before the end of the year.

STAFF RECOMMENDATION: approve Ordinance No. 2023-23

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: n/a

ATTACHMENTS: Ordinance No. 2023-23

INITIATED/REQUESTED BY: Tracie Sette

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

ORDINANCE NO. 2023-23

**An Ordinance Amending City of Cedarburg Code
Section 7-16-7 Fees Assessment for Weights & Measures and
Section 7-15-2 Application/Administrative Fees Required
For City Filming Permits**

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

SECTION 1. Section 7-16-7(b) and Section 7-15-2(c) of the Code of Ordinances of the City of Cedarburg are hereby repealed and recreated as follows:

Sec. 7-16-7 Fees Assessment

(b) The Common Council shall approve the license fees by Resolution on an annual basis and a copy of such shall be on file in the office of the City Clerk. All fees shall be payable to the City at the time of application.

Sec. 7-15-2 Application/Administrative Fees Required

(c) The Common Council shall approve the license fees by Resolution on an annual basis and a copy of such shall be on file in the office of the City Clerk. All fees shall be payable to the City at the time of application.

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

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

Passed and adopted this 13th day of November, 2023.

Michael O'Keefe, Mayor

Attest:

Approved as to form:

Tracie Sette, City Clerk

Michael P. Herbrand, City Attorney

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

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

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

Roll Call: Present - Mayor Michael O’Keefe, Council Members Jim Fitzpatrick, Kristin Burkart, Patricia Thome, Robert Simpson, Kevin Curley, Mark Mueller, Melissa Bitter

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Police Chief Michael McNerney, Engineering and Public Works Director Michael Wieser, interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

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

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

PRESENTATIONS

CEDARBURG SCHOOL DISTRICT PRESENTATION ON ENROLLMENT TRENDS

The Business Director of the Cedarburg School District, Ben Irwin, presented enrollment trends for each school building within the Cedarburg School District. Capacity for each building is typically four (4) sections per grade, with Parkview Elementary and Thorson Elementary having smaller footprints and smaller enrollment. The secondary buildings, Webster Middle School and Cedarburg High School, have capacity to take on additional students if needed. The enrollment trends have been stable over the last couple of years but have increased slightly in recent years due to the pandemic. Additional students moving to Cedarburg would help balance the effect of smaller families. The team plans to do an updated study in the next year or two to assess future trends and adjust capacity based on recent data.

MANDEL GROUP PRESENTATION ON PROPOSED DEVELOPMENT

The Mandel Group shared its plan for a high quality, highly amenitized, market rate multi-family apartment community that has gone through multiple changes, eventually settling on a design featuring 207 apartments and 9,500 square feet of retail on the ground floor. The Group presented its site planning and architecture for the project, which includes a third of the site dedicated to wetlands, and features play spaces, interconnected paths, and green space to enhance the topography. The plan is still in its first pass and will be refined in subsequent rounds with the Plan Commission.

The Council discussed the assessed value of the site, which was stated to be \$31 million, leading to annual taxes of \$478,000 to be distributed among various taxing authorities. Concerns about population growth were addressed, revealing that the actual growth of the City had been less than projected in the Smart Growth Plan. The 2020 census showed a population of 12,121. The impact of development on the character and charm of Cedarburg was also discussed, with examples of municipalities that have successfully grown while retaining their identity. The Mandel Group presented data on the housing market, noting the high demand for apartments and that the proposed development would not significantly alter the balance of owner-occupied to rental homes. The average rent for the proposed apartments was given as approximately \$2,200, and it was noted that this would likely attract a higher income demographic. Concerns about affordability were acknowledged, but it was pointed out that people often move from less expensive housing to more expensive homes, creating opportunities for new affordable housing.

Concerns were also raised about student transportation as well as the impact the proposed development would have on traffic, schools, and emergency services. The Council expressed concerns about the size of school classes and the need for high-density housing to be more centrally located. The discussion further explored traffic and speeding issues on Sheboygan Road. The Council expressed appreciation for the work of the Planning Commission, yet voiced concerns about traffic issues in the area, suggesting a pause is needed to assess the impact of current developments. The Council emphasized the importance of maintaining the City's unique atmosphere and the need to support local businesses, while acknowledging the need for development in the area.

The following public comments were made:

- Paul Rushing-W62N799 Sheboygan Rd: supportive of the project if contingencies were in place
- Sherry Bublitz-W66N670 Madison Ave: the public is not in support of this project
- Richard Didier-W60N859 Sheboygan Rd: not in support of the project due to traffic concerns
- Carrie Kelley-W61N839 Sheboygan Rd: not in support of the project due to traffic concerns
- Cathy Czech-N119W5835 James Cir: not in support of the project
- Jullane Jackson-W74N755 Spruce Ave: not in support due to added population
- Tamara Oda-W60N914 Arbor Dr: not in support of project
- Deborah Kaylor-N95W5750 Dorchester Dr: not in support of high density housing
- Mark King-W62N775 Sheboygan Rd: not in support due to too many other current developments
- Kate Myers-W64N201 Fairfield St: supports project with increased tax base, beautiful entrance to the City

- Steve Leonard-N91W5939 Dorchester Dr: not in support of project due to so many current developments
- Terry King-W63N762 Sheboygan Rd: not in support of project due to added population
- Pam Matar-W56N1172 James Cir: not in support due to traffic concerns
- William Mrotek-N93W5743 Dorchester Dr-not in support due to added population, traffic concerns
- Lynda Johnson-W62N780 Sheboygan Rd: not in support of project, not the right time for it
- Kate Erickson-W60N892 Glenwood Dr: not in support due to crowding in school system
- Connie Kincaide-N75W7255 Linden St: not in support due to traffic and school concerns
- Thomas Robel-W64N762 Washington Ave: not in support, too much progress too fast

Chief McNerney conducted a speed study on October 24 – 26. The study recorded the speed and number of cars on Sheboygan Road between Washington Avenue and Willowbrooke Dr. The study showed an average speed of 28.4 mph with an average of 3,488 cars per day.

Council Member Fitzpatrick spoke in support of the Mandel project citing the traffic study results, added tax base for the City, and the fact that ‘small town charm’ is very subjective.

The remainder of the Council spoke against the project citing the following:

- The City is approaching a tipping point for multifamily developments
- Potential traffic issues on Sheboygan Road
- The need to represent the opinions of constituents
- Interested in having more townhomes than apartments

In conclusion to the feedback received from concerned residents and the Common Council, Mandel Group CEO, Phil Aiello, withdrew the Mandel proposal, thanking everyone for their feedback.

UNFINISHED BUSINESS

DISCUSSION AND POSSIBLE ACTION ON CONCEPT PLAN APPROVAL FOR THE MANDEL GROUP MULTI FAMILY DEVELOPMENT PLAN FOR A 17-ACRE SITE AT THE SOUTHEAST CORNER OF HIGHWAY 60 AND SHEBOYGAN ROAD

No formal action was taken by the Common Council.

NEW BUSINESS

DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF AN ENGINEERING DESIGN CONTRACT FOR THE 2024 STREET AND UTILITY PROJECT

Cedarburg Light & Water will most likely replace lead water services as part of the 2024 Street and Utility Project. It was decided to forgo the typical RFP process for the engineering design and obtain a price from RA Smith since they have completed the engineering for the past two lead service replacement projects. RA Smith submitted a total price of \$39,000 for the engineering design on the 2024 Street and Utility Project. The cost of the lead service replacement design is part of a separate

contract with Cedarburg Light & Water. The average cost submitted for the engineering design of the 2022 and 2023 projects was \$40,544 and \$40,002 respectively. The average cost of engineering per foot of road reconstructed for the 2022 and 2023 projects was \$7.85/ft and \$9.72/ft respectively. The cost of engineering per foot of road to be reconstructed for this proposed project is \$6.94/ft for a total cost of \$39,000.

A motion was made by Council Member Thome, seconded by Council Member Mueller, to award the 2024 Street and Utility project engineering design contract to RA Smith, in the amount not to exceed \$39,000. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON OZAUKEE COUNTY EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES AGREEMENT

The Common Council made a motion to approve the transfer of Dispatch Services to Ozaukee County at the October 9th meeting. Police Chief McNerney and Administrator Hilvo met with the Ozaukee County Administrator and Sheriff on October 12th to discuss the procedures to make the transfer on January 1, 2024. Chief McNerney will continue to work with Sheriff Knowles to ensure a smooth transition of dispatch services to the County.

A motion was made by Council Member Thome, seconded by Council Member Burkart, to approve the Ozaukee County Emergency Communications and Dispatch Services Agreement. Motion carried with Council Members Thome, Fitzpatrick, Curley, Burkart, Mueller and Bitter voting aye and Council Member Simpson voting nay.

DISCUSSION AND POSSIBLE ACTION ON REVIEW OF 2024 PROPOSED CITY BUDGET

Administrator Hilvo summarized the 2024 proposed budget, with a tax rate of \$6.06 and allocations for various projects, including improvements to Fire & EMS, street projects, a new filtration system for the pool, and a public safety building facility study. The General Fund will support a surcharge to continue providing the State Health Insurance Plan to City employees.

No formal action was taken by the Common Council.

DISCUSSION AND POSSIBLE ACTION ON THE 2024 STRATEGIC PLAN

Administrator Hilvo provided a summary of the 2024 Strategic Plan. No official action was taken by the Common Council.

CONSENT AGENDA:

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

- October 9, 2023 Common Council meeting minutes
- New 2023-2024 Operator Licenses for period ending June 30, 2024 for Christopher Ernster, Kaitlyn M. Ruppert, Barbara J. Soto, Dante Threats

- Payment of bills dated 10/01/2023 through 10/24/2023, transfers for the period 10/07/2023 through 10/26/2023, and payroll for period 10/01/2023 through 10/14/2023

ADMINISTRATOR’S REPORT

Administrator Hilvo explained that he continues to work with environmental consultants to oversee the Amcast site. Attorney Herbrand will be scheduling a meeting with the DNR.

COMMENTS AND SUGGESTIONS FROM CITIZENS

Connie Kincaide thanked the Council for allowing citizen input about the Mandel proposal. She also mentioned an event taking place on November 10, 2023, at the American Legion Hall to honor our Veterans.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Burkart reiterated the November 10, 2023 event to honor our Veterans.

Council Member Curley is looking forward to hearing any updates on the Amcast site.

MAYOR’S REPORT

Mayor O’Keefe summarized the Proclamation to change batteries in smoke detectors and turning the clocks back on November 5, 2023.

ADJOURN TO CLOSED SESSION

A motion was made by Council Member Fitzpatrick, seconded by Council Member Burkart, to adjourn to closed session at 10:20 p.m. pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. More specifically discussed was a proposed First Amendment and Assignment of Agreement for the purchase and sale of property with Jackson Distribution and Warehouse, LLC. Motion carried on a roll call vote with Council Members Bitter, Fitzpatrick, Burkart, Curley, Simpson, Thome, and Mueller voting aye.

RECONVENE TO OPEN SESSION

The meeting was reconvened to open session at 10:28 p.m.

DISCUSSION AND POSSIBLE ACTION ON PROPOSED FIRST AMENDMENT AND ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF PROPERTY WITH JACKSON DISTRIBUTION AND WAREHOUSE, LLC

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to approve the proposed First Amendment and Assignment of Agreement for purchase and sale of property with Jackson Distribution and Warehouse, LLC. Motion carried without a negative vote.

ADJOURNMENT

A motion was made by Council Member Mueller, seconded by Council Member Burkart, to adjourn the meeting at 10:30 p.m. Motion carried without a negative vote.

Tracie Sette
City Clerk

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/27/2023	PWBDD	45172*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.93
				TELEPHONE/COMMUNICATIONS	500225	522110	101.66
				TELEPHONE/COMMUNICATIONS	500225	533210	88.15
				CHECK PWBDD 45172 TOTAL FOR FUND 100:			<u>284.74</u>
10/27/2023	PWBDD	45173*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522310	38.58
				TELEPHONE/COMMUNICATIONS	500225	522310	22.99
				WWTP TABLET	500225	522310	10.00
				TELEPHONE/COMMUNICATIONS	500225	522310	30.49
				TELEPHONE/COMMUNICATIONS	500225	522310	38.58
				TELEPHONE/COMMUNICATIONS	500225	522410	116.08
				TELEPHONE/COMMUNICATIONS	500225	533110	38.58
				TELEPHONE/COMMUNICATIONS	500225	533110	38.58
				TELEPHONE/COMMUNICATIONS	500225	533210	38.58
				TELEPHONE/COMMUNICATIONS	500225	533210	33.49
				TELEPHONE/COMMUNICATIONS	500225	533210	10.00
				TELEPHONE/COMMUNICATIONS	500225	533210	22.99
				TELEPHONE/COMMUNICATIONS	500225	555510	38.58
				TELEPHONE/COMMUNICATIONS	500225	555510	10.00
				TELEPHONE/COMMUNICATIONS	500225	555510	10.00
				TELEPHONE/COMMUNICATIONS	500225	555510	22.99
				TELEPHONE/COMMUNICATIONS	500225	555510	10.00
				CHECK PWBDD 45173 TOTAL FOR FUND 100:			<u>530.51</u>
10/27/2023	PWBDD	45176*#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	6.27
				MAINTENANCE PARTS	500353	533210	2.86
				MAINTENANCE PARTS	500353	533210	7.18
				REPAIR AND MAINTENANCE	500240	555510	11.98
				CHECK PWBDD 45176 TOTAL FOR FUND 100:			<u>28.29</u>
10/27/2023	PWBDD	45178	BS& A SOFTWARE	TRAVEL & TRAINING	500330	515600	200.00
10/27/2023	PWBDD	45179	BURKE TRUCK & EQUIPMENT INC.	MAINTENANCE PARTS	500353	533210	800.59
10/27/2023	PWBDD	45180	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,053.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/27/2023	PWBDD	45183	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	28.17
				OFFICE SUPPLIES	500310	515600	72.49
				CHECK PWBDD 45183 TOTAL FOR FUND 100:			<u>100.66</u>
10/27/2023	PWBDD	45184	CONCRETE SHORTPOUR, INC	REPAIR AND MAINTENANCE	500240	533440	542.00
10/27/2023	PWBDD	45189	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	374.60
10/27/2023	PWBDD	45191	GALLS, LLC	UNIFORMS	500346	522120	1,130.00
10/27/2023	PWBDD	45192*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	518100	21.77
10/27/2023	PWBDD	45193	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	1,264.00
10/27/2023	PWBDD	45197	JOHNSON CONTROLS SECURITY SOLU	REPAIR AND MAINTENANCE	500240	518100	404.96
10/27/2023	PWBDD	45201#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522120	5.45
				MAINTENANCE PARTS	500353	533210	13.98
				MAINTENANCE PARTS	500353	533210	44.28
				CHECK PWBDD 45201 TOTAL FOR FUND 100:			<u>63.71</u>
10/27/2023	PWBDD	45203	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	522110	223.99
10/27/2023	PWBDD	45205	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	1,700.96
10/27/2023	PWBDD	45213	PRIORITY DISPATCH CORP	REPAIR AND MAINTENANCE	500240	522110	1,400.00
10/27/2023	PWBDD	45214	PROFESSIONAL SERVICES	HEATING/AIR COND PERMITS	443505	000000	10.00
10/27/2023	PWBDD	45215	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	57.20
10/27/2023	PWBDD	45216	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE PARTS	500353	533210	21.89
10/27/2023	PWBDD	45217	SOUTHSIDE TIRECO., INC	MAINTENANCE PARTS	500353	533210	471.98
10/27/2023	PWBDD	45219*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
10/27/2023	PWBDD	45221*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	23.80
				NATURAL GAS-0713912926-00006	500224	518100	27.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				NATURAL GAS-0713912926-00001	500224	518100	23.80
				NATURAL GAS-0711276804-00002	500224	522100	375.09
				NATURAL GAS-0711276804-00001	500224	522100	12.47
				NATURAL GAS-0713912926-00004	500224	522410	9.86
				NATURAL GAS-0713912926-00009	500224	533210	35.47
				NATURAL GAS-0707973696-00001	500224	555510	12.30
				NATURAL GAS-0719886467-00001	500224	555510	11.67
				CHECK PWBDD 45221 TOTAL FOR FUND 100:			<u>531.96</u>
10/27/2023	PWBDD	45222	WISCONSIN DEPT OF JUSTICE-TIME	TELEPHONE/COMMUNICATIONS	500225	522110	447.75
10/27/2023	PWBDD	45224	ZUERN BUILDING PRODUCTS	OPERATING EXPENSES	500235	522230	168.09
11/03/2023	PWBDD	45225	A CEDARBURG CHRISTMAS	OTHER EXPENSES	500390	555140	25.00
11/03/2023	PWBDD	45227	AMISH CRAFTSMEN GUILD II	LEGACY TREE & BENCH PROGRAM	500384	555510	1,763.57
11/03/2023	PWBDD	45228	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,181.62
11/03/2023	PWBDD	45229	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	515600	48.00
11/03/2023	PWBDD	45232*#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	6.27
				MAINTENANCE PARTS	500353	533210	99.82
				MAINTENANCE PARTS	500353	533210	8.75
				MAINTENANCE PARTS	500353	533210	5.07
				MAINTENANCE PARTS	500353	533210	8.81
				MAINTENANCE PARTS	500353	533210	29.98
				REPAIR AND MAINTENANCE	500240	555510	6.29
				REPAIR AND MAINTENANCE	500240	555510	18.99
				CHECK PWBDD 45232 TOTAL FOR FUND 100:			<u>183.98</u>
11/03/2023	PWBDD	45233#	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	154.40
				MAINTENANCE PARTS	500353	533210	159.97
				TREES AND SUPPLIES	500341	555510	79.98
				CHECK PWBDD 45233 TOTAL FOR FUND 100:			<u>394.35</u>
11/03/2023	PWBDD	45234	BRAKE & EQUIPMENT COMPANY, INC	MAINTENANCE PARTS	500353	533210	487.23
11/03/2023	PWBDD	45235	C & M PRESENTS	OTHER EXPENSES - VINE TO WINE TOUR	500390	555140	1,112.86

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/03/2023	PWBDD	45236	CALLAHAN BLUM, ERIN	PROFESSIONAL SERVICES - OCTOBER	500210	555140	399.00
11/03/2023	PWBDD	45237*#	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,053.92
				DUE TO L&W IMPACT FEES	256201	000000	2,053.92
				ELECTRIC	500222	533420	1,260.91
				CHECK PWBDD 45237 TOTAL FOR FUND 100:			<u>5,368.75</u>
11/03/2023	PWBDD	45239	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	584.00
11/03/2023	PWBDD	45241	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	66.34
11/03/2023	PWBDD	45242	CORNERSTONE ONE, LLC	REPAIR AND MAINTENANCE	500240	522100	225.15
11/03/2023	PWBDD	45243	CRETEX SPECIALTY PRODUCTS INC	REPAIR AND MAINTENANCE	500240	533440	2,258.28
11/03/2023	PWBDD	45245	DIANE REDMAN	PROFESSIONAL SERVICES - QIGONG	500210	555140	20.00
11/03/2023	PWBDD	45246	DIGITAL EDGE OF GRAFTON	LEGACY TREE & BENCH PROGRAM	500384	555510	148.00
11/03/2023	PWBDD	45247	DSI RECYCLING SYSTEMS INC.	RECYCLING EXPENSES	500344	533730	1,428.60
11/03/2023	PWBDD	45248	EGELHOFF LAWMOWER SERVICE	REPAIR AND MAINTENANCE	500240	555510	31.99
11/03/2023	PWBDD	45249	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - CHAIR YOGA	500210	555140	33.00
				PROFESSIONAL SERVICES - TAICHI	500210	555140	316.80
				CHECK PWBDD 45249 TOTAL FOR FUND 100:			<u>349.80</u>
11/03/2023	PWBDD	45251	FASTENAL COMPANY	GAS AND OIL EXPENSE	500351	533210	601.38
				MAINTENANCE PARTS	500353	533210	127.03
				CHECK PWBDD 45251 TOTAL FOR FUND 100:			<u>728.41</u>
11/03/2023	PWBDD	45253	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	23.67
				GAS AND OIL EXPENSE	500351	522120	143.41
				CHECK PWBDD 45253 TOTAL FOR FUND 100:			<u>167.08</u>
11/03/2023	PWBDD	45255	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	139.00
				REPAIR AND MAINTENANCE	500240	555510	78.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 45255 TOTAL FOR FUND 100:			217.35
11/03/2023	PWBDD	45256	GREAT LAKES TESTING, INC	MAINTENANCE PARTS	500353	533210	1,300.00
11/03/2023	PWBDD	45257	HAPPY TIME TOURS & EXPERIENCES	OTHER EXPENSES - CASINO	500390	555140	210.00
11/03/2023	PWBDD	45258*#	HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES	500310	514100	498.22
				OPERATING SUPPLIES	500350	518100	268.50
				MAINTENANCE PARTS	500353	533210	210.93
				MAINTENANCE PARTS	500353	533210	48.89
				CHECK PWBDD 45258 TOTAL FOR FUND 100:			1,026.54
11/03/2023	PWBDD	45259	JACQUELINE E.W.JANZ	PROFESSIONAL SERVICES - MINDFUL	500210	555140	32.80
11/03/2023	PWBDD	45261	JM BRENNAN, INC.	REPAIR AND MAINTENANCE	500240	518100	1,030.00
11/03/2023	PWBDD	45262	JOE JACOBS	PROFESSIONAL SERVICES	500210	522310	510.00
11/03/2023	PWBDD	45263	JONATHAN CENSKY	PROFESSIONAL SERVICES	500210	566310	6,412.40
11/03/2023	PWBDD	45264	LAROSA LANDSCAPE COMPANY	REPAIR AND MAINTENANCE	500240	522100	658.75
11/03/2023	PWBDD	45265	M SQUARED ENGINEERING	DEVELOPERS AGREE-FAIRWAY VIL	239254	000000	4,851.97
11/03/2023	PWBDD	45268	MENARD'S	OPERATING SUPPLIES	500350	533210	(49.99)
				MAINTENANCE PARTS	500353	533210	81.93
				MAINTENANCE PARTS	500353	533210	31.86
				CHECK PWBDD 45268 TOTAL FOR FUND 100:			63.80
11/03/2023	PWBDD	45269	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	464.58
				MAINTENANCE PARTS	500353	533210	211.78
				CHECK PWBDD 45269 TOTAL FOR FUND 100:			676.36
11/03/2023	PWBDD	45270	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	3.87
				MAINTENANCE PARTS	500353	533210	24.55
				MAINTENANCE PARTS	500353	533210	19.84
				MAINTENANCE PARTS	500353	533210	58.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 45270 TOTAL FOR FUND 100:			107.06
11/03/2023	PWBDD	45271	NASSCO, INC.	GAS AND OIL EXPENSE	500351	533210	171.05
11/03/2023	PWBDD	45273*#	OLSEN'S PIGGLY WIGGLY	AWARDS, SUPPLIES	500343	519200	63.29
				SUPPLIES AND EXPENSES	500347	522120	26.72
				CHECK PWBDD 45273 TOTAL FOR FUND 100:			90.01
11/03/2023	PWBDD	45279	SITEONE LANDSCAPE SUPPLY	REPAIR AND MAINTENANCE	500240	555510	175.63
11/03/2023	PWBDD	45280	SOUTHSIDE TIRECO., INC	MAINTENANCE PARTS	500353	533210	2,165.40
11/03/2023	PWBDD	45281	TAKAKO WILLDEN	PROFESSIONAL SERVICES - OCT CHAIR YOG	500210	555140	66.00
11/03/2023	PWBDD	45282	THE UNIFORM SHOPPE	SUPPLIES AND EXPENSES	500347	522120	152.95
11/03/2023	PWBDD	45284	TOWN OF CEDARBURG	REPAIR AND MAINTENANCE	500240	533440	1,100.00
11/03/2023	PWBDD	45285	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	513200	178.00
11/03/2023	PWBDD	45286	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
11/03/2023	PWBDD	45287	WISCONSIN STEAM CLEANER	PROFESSIONAL SERVICES	500210	533210	532.11
				Total for fund 100 GENERAL FUND			51,665.06
Fund: 200 CEMETERY FUND							
11/03/2023	PWBDD	45226	ADAM J ARENTZ	MISCELLANEOUS REVENUE	486000	000000	350.00
11/03/2023	PWBDD	45237*#	CEDARBURG LIGHT & WATER	WATER SERVICE	500226	544210	44.26
				Total for fund 200 CEMETERY FUND			394.26
Fund: 220 RECREATION PROGRAMS FUND							
10/27/2023	PWBDD	45174	BADGERETTE POM PON INC	POMS EXPENSES	500394	555390	390.00
10/27/2023	PWBDD	45186	DANIELLE KOEHLER	SOLAR RECREATION	467327	000000	170.00
10/27/2023	PWBDD	45198	KAUKAUNA HIGH SCHOOL	POMS EXPENSES	500394	555390	2,210.00
10/27/2023	PWBDD	45212	PORT WASHINGTON HS VARSITY DANCE	POMS EXPENSES	500394	555390	50.00
11/03/2023	PWBDD	45238	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	1,085.00
				Total for fund 220 RECREATION PROGRAMS FUND			3,905.00
Fund: 231 AMERICAN RESCUE PLAN ACT							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
11/03/2023	PWBDD	45244	DENISE BOERNER-LILLY	GRANT EXPENDITURES	500331	566721	4,750.00
				Total for fund 231 AMERICAN RESCUE PLAN ACT			4,750.00
Fund: 232 DONATIONS							
11/03/2023	PWBDD	45278	SHALLOW CREEK KENNELS, INC.	K-9 UNIT EXPENSE	500352	522120	10,000.00
				Total for fund 232 DONATIONS			10,000.00
Fund: 240 SWIMMING POOL FUND							
10/27/2023	PWBDD	45221*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	9.24
				NATURAL GAS-0719900042-00001	500224	555320	24.37
				CHECK PWBDD 45221 TOTAL FOR FUND 240:			33.61
				Total for fund 240 SWIMMING POOL FUND			33.61
Fund: 260 LIBRARY FUND							
10/27/2023	PWBDD	45172*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
10/27/2023	PWBDD	45187	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	70.41
10/27/2023	PWBDD	45190	GALL PLUMBING, INC	REPAIR AND MAINTENANCE	500240	555110	403.00
10/27/2023	PWBDD	45195	JAMES IMAGING SYSTEMS, INC.	COMPUTER/COPIER SUPPLIES	500312	555110	401.93
10/27/2023	PWBDD	45196	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	482.36
10/27/2023	PWBDD	45206	ORKIN COMMERCIAL SERVICES	MAINT/CONTRACTED SERVICES	500290	555110	92.99
10/27/2023	PWBDD	45220	VISUAL IMAGE PHOTOGRAPHY, INC.	MARKETING	500223	555110	270.00
				PRINTING-NEWSLETTERS, ETC	500313	555110	135.00
				CHECK PWBDD 45220 TOTAL FOR FUND 260:			405.00
10/27/2023	PWBDD	45221*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	235.29
11/03/2023	PWBDD	45231	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	48.82
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	118.52
				DONATION EXPENDITURES	500322	555110	420.38
				DONATION EXPENDITURES	500322	555110	406.65
				CHECK PWBDD 45231 TOTAL FOR FUND 260:			994.37
11/03/2023	PWBDD	45260	JAMES IMAGING SYSTEMS, INC.	COMPUTER/COPIER SUPPLIES	500312	555110	413.04

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				Total for fund 260 LIBRARY FUND			3,628.85
Fund: 270 FIRE DEPT & EMS							
10/27/2023	PWBDD	45171	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	252.49
10/27/2023	PWBDD	45172*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	90.72
10/27/2023	PWBDD	45173*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	431.06
10/27/2023	PWBDD	45175	BATZNER PEST CONTROL	OPERATING SUPPLIES	500350	522500	64.90
10/27/2023	PWBDD	45177	BMO HARRIS BANK N.A.	REPAIR AND MAINTENANCE	500240	522500	57.52
				OFFICE SUPPLIES	500310	522500	165.83
				TRAVEL & TRAINING	500330	522500	1,485.87
				SUPPLIES AND EXPENSES	500347	522500	153.12
				OPERATING SUPPLIES	500350	522500	136.55
				EMS - FLEX GRANT EXPENSES	500396	522500	3,132.26
CHECK PWBDD 45177 TOTAL FOR FUND 270:							5,131.15
10/27/2023	PWBDD	45181	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	340.20
10/27/2023	PWBDD	45192*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	522500	24.28
10/27/2023	PWBDD	45194	IBS OF SOUTHEASTERN WISCONSIN	REPAIR AND MAINTENANCE	500240	522500	152.95
10/27/2023	PWBDD	45200	MINUTEMAN PRESS	OFFICE SUPPLIES	500310	522500	142.04
10/27/2023	PWBDD	45204	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	13.31
				OPERATING SUPPLIES	500350	522500	46.85
				OPERATING SUPPLIES	500350	522500	140.97
				OPERATING SUPPLIES	500350	522500	43.15
				OPERATING SUPPLIES	500350	522500	63.78
				OPERATING SUPPLIES	500350	522500	43.62
				OPERATING SUPPLIES	500350	522500	67.52
				OPERATING SUPPLIES	500350	522500	180.93
				OPERATING SUPPLIES	500350	522500	343.76
CHECK PWBDD 45204 TOTAL FOR FUND 270:							943.89

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
10/27/2023	PWBDD	45207	OUT & OUT CATERING	TRAVEL & TRAINING	500330	522500	167.96
10/27/2023	PWBDD	45209	P & R CLEANING	OPERATING SUPPLIES	500350	522500	160.00
10/27/2023	PWBDD	45219*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	522500	116.93
10/27/2023	PWBDD	45221*#	WE ENERGIES	NATURAL GAS 0713912926-00008	500224	522500	23.80
				NATURAL GAS 0713912926-00003	500224	522500	46.30
				CHECK PWBDD 45221 TOTAL FOR FUND 270:			70.10
10/27/2023	PWBDD	45223	WISCONSIN EMS ASSOCIATION	SUPPLIES AND EXPENSES	500347	522500	400.00
11/03/2023	PWBDD	45250	EMERGENCY MEDICAL PRODUCTS	SUPPLIES AND EXPENSES	500347	522500	1,728.81
11/03/2023	PWBDD	45252	FIRE SAFETY USA INC	EQUIPMENT OUTLAY	500380	522500	280.00
11/03/2023	PWBDD	45254	GALLS, LLC	UNIFORMS	500346	522500	29.88
				UNIFORMS	500346	522500	72.15
				UNIFORMS	500346	522500	87.97
				UNIFORMS	500346	522500	80.20
				UNIFORMS	500346	522500	391.13
				CHECK PWBDD 45254 TOTAL FOR FUND 270:			661.33
11/03/2023	PWBDD	45266	MACQUEEN EQUIPMENT	OPERATING EXPENSES	500235	522500	5,775.00
11/03/2023	PWBDD	45267	MCKESSON MEDICAL -SURGICAL	SUPPLIES AND EXPENSES	500347	522500	62.69
11/03/2023	PWBDD	45273*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	50.00
11/03/2023	PWBDD	45274	QUALITY STATE OIL CO., INC.	GAS AND OIL EXPENSE	500351	522500	127.44
11/03/2023	PWBDD	45283	TOMASO'S	OPERATING SUPPLIES	500350	522500	48.75
				Total for fund 270 FIRE DEPT & EMS			17,222.69
Fund: 350 TIF DISTRICT FUND #4							
11/03/2023	PWBDD	45230	AXLEY BRYNELSON, LLP	ATTORNEY/CONSULTANT	500212	566710	576.00
				Total for fund 350 TIF DISTRICT FUND #4			576.00
Fund: 354 TIF DISTRICT #7							
10/27/2023	PWBDD	45211	PARISH SURVEY & ENGINEERING LLC	PROFESSIONAL SERVICES	500210	566710	1,060.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 354 TIF DISTRICT #7							
11/03/2023	PWBDD	45275	R.A. SMITH NATIONAL	PROFESSIONAL SERVICES	500210	566710	14,055.08
Total for fund 354 TIF DISTRICT #7							15,115.08
Fund: 400 CAPITAL IMPROVEMENTS FUND							
10/27/2023	PWBDD	45188*#	DORNER INC.	DUE FROM LIGHT & WATER	156200	000000	3,916.11
				STREET IMPROVEMENTS	500854	533311	9,487.64
				STORMWATER IMPROVEMENTS	500475	533440	2,398.89
CHECK PWBDD 45188 TOTAL FOR FUND 400:							15,802.64
11/03/2023	PWBDD	45237*#	CEDARBURG LIGHT & WATER	PROCHNOW	500841	533750	646.00
11/03/2023	PWBDD	45276	RAMBOLL AMERICAS ENGINEERING	PROCHNOW	500841	533750	76,465.76
Total for fund 400 CAPITAL IMPROVEMENTS FUND							92,914.40
Fund: 601 WATER RECYCLING CENTER							
10/27/2023	PWBDD	45172*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	123.21
10/27/2023	PWBDD	45173*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	38.58
				TELEPHONE/COMMUNICATIONS	500225	573825	30.49
				TELEPHONE/COMMUNICATIONS	500225	573825	30.49
CHECK PWBDD 45173 TOTAL FOR FUND 601:							99.56
10/27/2023	PWBDD	45176*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	6.29
10/27/2023	PWBDD	45182	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	85.59
10/27/2023	PWBDD	45185	CUMMINS SALES & SERVICE	MAINTENANCE SUPPLIES	500340	573830	2,557.70
10/27/2023	PWBDD	45188*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	2,952.00
10/27/2023	PWBDD	45199	MILWAUKEE RUBBER PRODUCTS	MAINTENANCE SUPPLIES	500340	573830	997.50
10/27/2023	PWBDD	45202	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	641.23
10/27/2023	PWBDD	45208	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
10/27/2023	PWBDD	45210	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	59.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
10/27/2023	PWBDD	45218	STARNET TECHNOLOGIES	MAINTENANCE SUPPLIES	500340	573840	600.00
10/27/2023	PWBDD	45221*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	16.12
				NATURAL GAS-0712590709-00001	500224	573825	9.24
				NATURAL GAS-0713182701-00001	500224	573825	9.24
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	14.72
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	9.93
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	10.46
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	10.56
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	11.67
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	11.78
				CHECK PWBDD 45221 TOTAL FOR FUND 601:			103.72
11/03/2023	PWBDD	45232*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	7.98
11/03/2023	PWBDD	45237*#	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,710.55
11/03/2023	PWBDD	45240	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	118.81
11/03/2023	PWBDD	45258*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	500340	573830	396.24
11/03/2023	PWBDD	45272	NEWMAN CHEVROLET	REPAIR AND MAINTENANCE	500240	573845	1,032.94
11/03/2023	PWBDD	45273*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	17.41
11/03/2023	PWBDD	45277	RNOW INC	COLLECTION SYSTEM MAINT	500360	573835	253.38
				Total for fund 601 WATER RECYCLING CENTER			23,288.11
			TOTAL - ALL FUNDS				223,493.06

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

CITY OF CEDARBURG
TRANSFER LIST
11/1/23-11/3/23

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
11/1/2023	\$96,560.99	ETF-September WRS remittance
11/1/2023	\$4,191.98	Southgate Leasing-November lease payment
11/1/2023	\$2,295.24	Delta Dental-November dental & health ins
11/2/2023	\$245,000.00	PWSB Payroll
11/3/2023	\$1,235.91	ICMA-contributions for 10/15/23-10/28/23
11/3/2023	\$4,345.00	North Shore Bank-contributions for 10/15/23-10/28/23
11/3/2023	\$346.15	State of Wisconsin-child support for 10/15/23-10/28/23
11/3/2023	\$1,211.92	Wis Deferred Comp-contributions for 10/15/23-10/28/23
11/3/2023	\$522.50	Police Association-dues for 10/15/23-10/28/23
	<u>\$355,709.69</u>	

PWSB PAYROLL CHECKING ACCOUNT

11/3/2023	\$174,228.05	Payroll for 10/15/23-10/28/23
11/3/2023	\$70,430.77	Payroll taxes for 10/15/23-10/28/23
	<u>\$244,658.82</u>	



City of Cedarburg

Administrator's Report

November 6, 2023

Department News

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

Clerk — Updated fees will to be added to the Fee Schedule.

Engineering— Fox Run is paved on the Hanover extension. Jackson & Hanover has been surfaced. Sidewalks will be done in the coming weeks. There will possibly be temporary signage to keep the road closed during winter. The City continues to ask them to sweep up the dust on Western. Work has begun on 2024 street project plans.

Fire Department— Staff will be working with a Communications Consultant on the Referendum. Once that happens more information will be available to the public.

Police Department— P.D. staff can participate in No Shave November for a donation. The new canine is being picked up from Pennsylvania. The radio scanner will be encrypted soon.

Parks, Recreation & Forestry— Youth basketball skills testing is this weekend. Park restrooms are all closed with the exception of Cedar Creek Park. Work on the Summer Activity Guide has begun.

Treasurer—Work is finishing up on the Budget and Open Enrollment. Tax bills will go out the second week in December. Maureen will be out in mid-November, Bridgie will pick up extra hours.

Building Inspection -Cemetery maintenance is done for the season. Active firefighter training has been going on at the cemetery house. There is still power to the house. Inspections on Fox Run will begin soon. They are on track for March occupancy. Analysis on all city building roofs is being done by a consultant at no cost to the city to assist with a future roof replacement schedule. Dennis is off this week.

Senior Center— “Cedarburg Reads” was successful. Two hundred people attended the author presentation. Cash prizes were awarded to the winners of the writing contest. The library is beginning to replace all lighting with LED.

Library— Many tickets have been sold for the Turkey Dinner. The Craft Fair is in the beginning of December.

Water Recycling Center— The Adaptive Management study has ended. The tentative Facility Plan is back.

Respectfully submitted,
Administrator Mikko Hilvo