

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
MARCH 27, 2017 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, March 27, 2017 at 7:00 p.m. at City Hall, W63 N645 Washington Avenue, Cedarburg, WI, in the Council Chambers.

AGENDA

1. CALL TO ORDER - Mayor Kip Kinzel
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Kip Kinzel, Council Members John Czarnecki, Jack Arnett, Dick Dieffenbach, Rick Verhaalen, Mitch Regenfuss, Patricia Thome, Mike O’Keefe
5. STATEMENT OF PUBLIC NOTICE
6. APPROVAL OF MINUTES* - March 13, 2017 Meeting
7. 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.
8. UNFINISHED BUSINESS
 - * A. Discussion and possible action on proposed Ordinance No. 2017-04 creating Sec. 7-1-26 of the Municipal Code of Ordinances pertaining to the keeping of domesticated chickens; and action thereon
 - * B. Discussion and possible action on proposed Ordinance No. 2017-07 amending Sec. 7-1-25(a) of the Code of Ordinance relating to penalties; and action thereon
9. NEW BUSINESS
 - * A. Consider application from The Shinery LLC, Elizabeth Reissmann, Agent, for a “Class A” liquor license for The Shinery, W63 N706 Washington Avenue for the period ending June 30, 2017; and action thereon
 - * B. Consider request for authorization to hire a Police Officer due to a retirement and consider request to promote an officer to Detective Sergeant; and action thereon

- * C. Consider bids received for the 2017 Street and Utility Contract; and action thereon (Public Works and Sewerage Commission 3/9/17)
- * D. Consider final plat approval and approval of a Development Agreement for the Sandhill Trails Subdivision; and action thereon (Plan Comm. 03/06/17)
- * E. Consider Resolution No. 2017-05 authorizing staff to apply for a DNR Runoff Management Grant; and action thereon
- * F. Consider Ordinance No. 2017-10 amending Sec. 10-1-34 of the Code of Ordinances to eliminate the existing loading zone on the west side of Washington Avenue located mid-block between Mill Street and Western Avenue; and action thereon (Public Works and Sewerage, 03/09/17)
- * G. Consider agreement with Short Elliott Hendrickson Inc. for general engineering services related to the possible construction of a monopole; and action thereon
- * H. Consider amendment to renew parking lot lease with US Bank; and action thereon
- I. Consider Mayor Kinzel's temporary appointment to the Personnel Committee; and action thereon
- * J. Consider payment of bills for the period 03/10/17 through 03/17/17, transfers for the period 03/08/17 through 03/22/17, and payroll for the period 02/26/17 through 03/11/17; and action thereon
- *** K. Consider License Applications; and action thereon
 - 1. Consider approval of new Operators License applications for the period ending June 30, 2017 for Kelly L. Dockery, Dustin J. Halyburton, Aaron J. Hickey, and Troy D. Reissmann; and action thereon
 - 2. Consider approval of renewal Operators License applications for the period ending June 30, 2017 for Annette L. Chiddister-Woods; and action thereon
 - 3. Authorize granting of Temporary Class "B" Beer Licenses to Cedarburg Fireman's Park, Inc. for Maxwell Street Days, Firemen's Park, W65 N796 Washington Avenue, for May 28, July 16, September 3, and October 1, 2017 from 8:00 a.m. to 10:00 p.m.
 - 4. Authorize granting of Temporary Class "B" Beer License to Cedarburg Fireman's Park, Inc. for the Ozaukee County Fair, Firemen's Park, W65 N796 Washington Avenue, for August 2, 2017 thorough August 6, 2017, 8:00 a.m. to 10:00 p.m.

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- * A. Administrator's Report
1. 2016 Annual Financial Report

11. COMMUNICATIONS

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

12. ADJOURNMENT – CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statutes 19.85(1)(e) to deliberate or negotiate the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, to receive an update regarding the Amcast site and to discuss negotiations regarding the possible construction of a new monopole tower on City-owned property located on Western Avenue adjacent to the water tower, and State Statutes 19.85(1)(g) to confer with legal counsel for the Council who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is or is likely to become involved, more specifically, to discuss the Prochnow Landfill. Approval of closed session minutes of 01/09/17.

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.*

UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO
ACCOMMODATE THE NEEDS OF INDIVIDUALS WITH DISABILITIES.
PLEASE CONTACT THE CITY CLERK'S OFFICE AT (262) 375-7606
E-MAIL: cityhall@ci.cedarburg.wi.us

03/23/17 ckm

**CITY OF CEDARBURG
COMMON COUNCIL
March 13, 2017**

**CC20170313-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, March 13, 2017, at the Community Center Gym, W63 N641 Washington Avenue. Mayor Kinzel called the meeting to order at 7:00 p.m.

ROLL CALL: Present - Common Council – Mayor Kip Kinzel, Council Members John Czarniecki, Jack Arnett, Dick Dieffenbach, Rick Verhaalen, Mitch Regenfuss, Patricia Thome, Mike O’Keefe

Also Present - City Administrator/Treasurer Christy Mertes, City Attorney Michael Herbrand, Assistant City Attorney Tim Schoonenberg, City Clerk Constance McHugh, Deputy City Clerk Amy Kletzien, City Planner Jon Censky, Police Chief Tom Frank, interested citizens and news media

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Motion made by Council Member Thome, seconded by Council Member O’Keefe, to approve the minutes from the February 27, 2017 meeting.

NEW BUSINESS

PUBLIC HEARING - CONSIDER RESOLUTION NO. 2017-04 AMENDING THE CITY OF CEDARBURG COMPREHENSIVE LAND USE PLAN – 2025 FOR THE PROPERTIES LOCATED AT N44 W6035 AND N43 W6005 HAMILTON ROAD AND THE PARKING LOT ACROSS THE STREET ALONG WITH THE VACANT PARCEL LOCATED BETWEEN THE PARKING LOT AND SPRING STREET FROM THE HIGH MEDIUM DENSITY RESIDENTIAL (5.2 TO 10.8 UNITS/ACRE) USE CLASSIFICATION AS REFERENCED IN THE TEXT OF THE PLAN AND THE HIGH DENSITY RESIDENTIAL (10.9 TO 16.1 UNITS/ACRE) USE CLASSIFICATION AS SHOWN ON THE MAP, TO THE HIGH DENSITY RESIDENTIAL (18.24 UNITS/ACRE) USE CLASSIFICATION AND MEDIUM DENSITY RESIDENTIAL (12,000 SQUARE FEET) FOR THE 17,000 SQUARE FOOT AREA ON SPRING STREET; AND ACTION THEREON

Mayor Kinzel outlined the public hearing process and verified with Deputy Clerk Kletzien that this public hearing was properly noticed.

Motion made by Council Member O’Keefe, seconded by Council Member Thome, to open the Public Hearing to consider Resolution No. 2017-04 at 7:03 p.m.

Planner Censky explained that as part of any rezoning or other land use change, State Law requires that the Comprehensive Land Use Plan and the zoning be consistent with each other before such action can take place. This request is before the Common Council for two reasons: first, as a result of the comments received at the November 14, 2016 Common Council public hearing the applicant has made certain changes to the plans which are significant enough to require Council's review and recommendation and secondly, during the review process it was discovered that there is a conflict between the Comprehensive Land Use Plan map and the Land Use Plan text which needs to be addressed by amending both the map and the text to now reflect the overall project density of 18.2 units/acre. At the March 6, 2017 Plan Commission meeting, the members recommended the Land Use amendment as proposed by a vote of 4 – 2 and one abstention.

In answer to Council Member Czarnecki's question, Planner Censky confirmed that the Plan Commission approved a plan in October that was comprised of a different density.

Tony DeRosa of HSI provided a context of what has happened since November 2016. He met with Aaron Schultz, Attorney Alan Marcuvitz representing the neighborhood surrounding the St. Francis Borgia property, Mayor Kinzel, Planner Censky, City Attorney Herbrand, and City Administrator/Treasurer Mertes. At that point in time he was told that the neighborhood was okay with the three story plan; however, they had concerns regarding the density. Tony DeRosa asked for feedback from this meeting and he never received any formal proposed changes.

Tony DeRosa presented the significant changes that have been made to the project, as a result of the feedback from the community.

- Original plan: 98 luxury apartment homes
- Final Plan: 69 luxury apartment homes (a 30% reduction)
- Project density: reduced to approximately 18 units/acre (including the single family lot)
- Building "C" has been significantly reduced in size from a 3 story building and has been replaced with a 2 story, townhome style building with 9 townhomes
 - Each townhome will have a 2 car attached garage and private entrance
- Building "B" has been reduced in length by 40 feet creating a 70' green space buffer off of Hilgen Avenue
- Buildings "A" and "B" still have heated underground parking for all residents
- Building setbacks have been significantly increased
- Additional green space and landscaping has been added
 - Green space is 1.2 acres or 33% of the total site
 - Open space is 2.9 acres or 77% of the total site

Eric Harmon from AEG Architects presented aerial views, renderings and elevations for the three buildings:

Building "B" Design Comparison

- Reduced the length of building footprint by 40'
- Reduced overall building height due to natural site grading
- Increased building setback off of Hilgen Avenue by 40'
- Increased greenspace of corner of Hilgen Avenue and Hamilton Road
- Hilgen Avenue front yard setback increased from 34' to 70'
- Hilgen side yard setback increased from 71' to 83'
- Reduced number of units from 33 to 28

- Dropped building corner from 3 stories to 2 stories
- Eliminated gable form to reduce overall height of building by 6'

Building “C” Design Comparison

- Number of units reduced from 28 to 9 with conversion from corridor building to private entry townhomes
- Reduced height of building from 3 stories to 2 stories
- Adjusted building layout to work with existing grade further reducing building height on southern end
- Design aesthetic and rhythm to compliment typical Cedarburg residential road
- Setbacks – side yard – 37 feet, 9 inches
- rear yard – 36 feet, 10 inches

Building “A” exhibits showed:

- Existing conditions vs. Building “A” rendering
- Elevation and grading of building in relation to the church rendering
- Perception of building in relation to the church vs. actual rendering

James Grover asked for a point of order to ask why two speakers for the development have presented for a half an hour and the public will be limited to two minutes. Mayor Kinzel explained that the petitioner is allowed to make his presentation and assured him that everyone will be heard.

Tony DeRosa presented A New Way of Living:

- There is nothing like Arrabelle in the City of Cedarburg
 - A type of luxury housing for the people of this community
- High market demand
 - Appealing to baby boomers, empty nesters and snow birds in particular
- Hassle free way of living is growing in appeal
 - People that are choosing to rent
- High-end finishes
 - Quartz countertops, high-end stainless steel appliances, custom cabinetry, walk-in closets, large balconies & heated underground parking
- Luxury building amenities
 - Fully furnished clubroom, fitness center, pet-friendly, professional management, on-site storage, complimentary coffee bar, 24 hour controlled access, & car care station
- High-end services provided
 - Valet dry-cleaning, watering plants if out of town & resident social events throughout the year

Tony DeRosa explained why Arrabelle is good for the Community:

- Vacancy rate of approximately 2% = pent up demand
- Cedarburg lacks this type of modern, high-end housing
- People in the community are looking for something like Arrabelle
- Comprehensive Plan calls out for the City to do the following as it relates to housing in the community:
 - Provide adequate housing supply that meets existing and forecasted housing demand in the community

- Promote adequate supply of renter housing to serve current & future residents
- Direct future residential development to areas that can be served conveniently and economically with public utilities and community facilities and services
- Encourage the use of redevelopment sites where streets, sewer, & water systems are already in place
- Site identified as Smart Growth Area: targeted for high medium density residential of 16.1 units/acre (roughly 60 units)
- City does not currently collect tax revenue on property
- The school is at the end of its useful life
 - Status quo is not desired for this property

Tony DeRosa explained that the current zoning is Institutional which allows for the following uses: schools, day cares, clinics, offices, funeral homes, hospitals, sanatoriums and other institutional type of uses (none that are desired).

Kevin Barry of the Barry Company explained that they were hired two years ago to market the St. Francis Borgia property. After meeting with the City and St. Francis Borgia members, Barry Company determined that the best use of the property would be residential multi-family housing. They contacted 100 developers and received feedback from ten interested developers, all of which exceeded the City's current density parameters. They ultimately received three proposals and HSI was chosen because it had the least density and was the most feasible development. He explained that HSI reduced the size of the development and St. Francis Borgia reduced their price, to get to this point.

Tony DeRosa explained the economic benefits as follows:

- Arrabelle will generate an estimated \$340,000 of impact fee revenue
- Arrabelle will add over \$8.5M+ of tax base
- Downtown vibrancy
 - 105 people spending \$3k/year within walking distance of Arrabelle
 - \$300k/year x 10 years = \$3M economic impact over 10 years
 - Shopping patterns now vs. the next generation and how they shop (online)
 - Local business owners should be embracing this additional business that they stand to benefit from

Tony DeRosa stated the City has a chance to do something good with this property, unlike the Cedarburg Lumber Company property that remains unchanged. The decision should not be about emotion but what is best for the community. He told stories of people who were interested in this type of housing and had to leave the City because it was not available. He stated that the proposed development does fit the Master Plan and the PUD is a tool that gives the City added control. Tony DeRosa stated that if the Council votes against this project it will send a message to other developers that the City is not open for business or growth. He explained that HSI has made concessions to the project and it is better than what was proposed 9 months ago and they will continue to work with the City through the final stages of the project.

In answer to Council Member Dieffenbach's questions, Planner Censky explained that a legal document will need to be drafted regarding a cross easement and he is satisfied that there will be enough parking for the church.

In answer to Council Member Czarnecki's question, Planner Censky stated that the next steps are as follows:

- The developer will be required to have a detailed traffic study conducted to be reviewed by the Plan Commission and Common Council.
- If the traffic study demonstrates the project will not have a significant adverse impact on traffic patterns, the developer will then be required to generate fully detailed site, architectural, landscaping, erosion control and stormwater management plans. In addition, the City will work with the developer to draft a development agreement.
- Upon submittal of those plans and the development agreement, the Plan Commission and then the Common Council will review and approve the plans.
- Upon receiving approval of all details and associated plans, the applicant generates construction plans and submits them for review and approval by the State of Wisconsin.
- The applicant submits the State approved plans to the Building Inspector for his review and building permit issuance.

In answer to Council Member Regenfuss' question, Planner Censky stated that the Engineering Department will be involved with the traffic study and it will include the surrounding area.

Council Member Arnett expressed concern for the church sign that obscures the drivers view when turning right on Washington Avenue from Hamilton Road. Planner Censky stated that the City will talk to the church in regard to relocating this sign.

In answer to Council Member Thome's question, Planner Censky explained that the traffic study is typically not done until after the initial approval because the study is very costly. In this case it is a condition before further approval.

In answer to Council Member Verhaalen's question, Planner Censky confirmed that the church and parking lot are exempt from taxes and beginning this year taxes will be collected on the school property and the vacant land.

In answer to Council Member Thome's question, Tony DeRosa explained that it is not feasible in this economic environment to offer the townhomes as owner occupied condominiums. Currently rental units are the preferred option.

In answer to Council Member Czarnecki's questions, Tony DeRosa stated that HSI started 10 years ago and they have built five projects (500 units) to date. The vacancy rate for their projects are approximately 3%; whereas, the market is closer to 5 or 6%. Their buildings outperform the market because people want to stay in their buildings.

Council Member O'Keefe stated that he has heard concerns with the buildings being sold or becoming low rent or low income housing years later. Tony DeRosa stated that they do not cut corners on their projects. They use a long-term approach, as if they will own the building forever. If the property is sold in the future it will attract high end investors, as they will be a premium to own.

In answer to Council Member Arnett's question, Planner Censky stated that PUD zoning allows the Common Council and Plan Commission to act specific to this project and gives the City control over the project. Approving this PUD is not precedent setting.

City Clerk McHugh explained the procedure for public comments using the speaker cards stating that she would call three people at a time to line up at the podium for comments.

Daniel Carr, W59 N397 Hilbert Avenue, stated that the neighborhood has never agreed to apartments on the St. Francis Borgia site. He stated that he has addressed the Council before on this subject and has also expressed himself twice in the *News Graphic* against this project. The City is now ready to accept or reject this project. Before voting, he asked the Council to think carefully about the following:

- Do you want change in the historical status in Cedarburg?
- Is this project harmonious to the neighborhood in the City itself?
- Do we need to change our City because an entity has overspent for a new building?
- Is this going to affect the future growth of the neighborhood? For instance, Amcast that is on the horizon. Is that going to affect Hamilton Road?
- When looking at the single-family lot, does that increase the density even further?
- What else could be put on the school site that would be more conducive to the City?

Mr. Carr stated this issue has brought forth more creative ideas for the project and there are developers waiting in the wings with ideas that would generate funds and add to the historical theme. He stated that the Council's legacy is being engraved this evening and he asked if they want to change the City that was created by past leaders or do they want to further enhance it with a more conducive and creative project that will attract even more people to come to Cedarburg. After tonight, there is no turning back.

Gil-Marie Janssen, W59 N397 Hilbert Avenue, asked the Common Council to look to the future and make the best decision. The current plan is a monolithic beast and is oversized for that lot. She stated that the Arrabelle development breaks the City Code and has created upheaval and mayhem in their neighborhood, on the streets, and in the community. She compared this situation to a Dr. Seuss book about environmental awareness entitled *The Lorax*, which is a story of someone who saw an economic opportunity in a community. The tale turns dark when the main character and greed starts to destroy the town, leaving the area a barren waste land. The Lorax issues a warning about the dangers of land exploitation and greed. The Lorax teaches lessons about what we as individuals can do to save our communities. Upon reflection, HSI and St. Francis Borgia follows the storyline of *The Lorax*. She urged the Common Council to vote no.

Chris Capelle, N69 W7123 Bridge Road, stated that the HSI development is too big, too tall, the style is not becoming to historic Cedarburg, is too close to Washington Avenue, and the parking area will be blasted with lights all night long, with no regard for the existing property owners. Most empty nesters own their homes. She can live in her home for less than \$2,000/mo. including the utilities and hire a high school student to do the outside work. She referenced a cartoon in the *News Graphic* showing that a funeral home could be built on the St. Francis Borgia property. She would welcome that business because it would be quiet, not busy, and not be three stories tall. She questioned the things people will leave on the curb when they move out of an apartment. Ms. Capelle expressed concern for the extra need for policing and parking during festivals because festival goers would love this parking. She questioned what people will get for their \$2,000 rent (lawn care and dry cleaning, which is available across from Piggly Wiggly). Renters will not have only one car and they will not walk to Piggly Wiggly because it is too far. She said that Mayor Kinzel has made the following remarks in the past: he grew up here, married here, and had his

children here. Cedarburg is a fun place to be, has a small town atmosphere, beautiful buildings, and a beautiful downtown. Her mission is preserving what we love about Cedarburg.

Steve Brill, W69 N419 Fox Pointe Avenue, explained that the eventual sale of the St. Francis Borgia property was known years ago and that St. Francis Borgia and the City should have reached out to sell and purchase the land that would have resulted in an equitable deal for both parties. This would have avoided the present community division. Buying private owned land by local governments has recently occurred in Thiensville, Grafton, Mequon, Glendale and the North Shore. It is the correct way for a community to develop a cohesive plan for a targeted property such as this. After input from adjacent property owners, citizens, City staff and professionals, they could develop a cohesive plan and set it in place. Developers are then asked to review the guidelines and solicit proposals. Many projects are built using this process. He stated that he wanted to build an addition to his home to accommodate his aging mother-in-law. He presented his plans to the City that were not within the City's setback, height and floor area ratio rules. He was sure he would be told to go back to the drawing board, as getting the variance from all commissions and boards is highly unlikely. He asked how this project, despite all of the non-conforming specifications or requests has gotten this far. This appears about pleasing the owners of the property and supersedes what is correct for the community. As owners of the property, they have a right to do with it as they please, providing it is legal and within the established ordinances and codes; which they are not meeting. He is here because the proposal does not come close to the existing guidelines. They are asking for Code changes and or variances to Floor Area Ratio rules, height, setback, historic district and many more. He also expressed concern for not setting aside part of the project for classifications of targeted affordable housing. He would like the area to be made better for all. Neighbors are at odds with each other when exchanging opposing views of the project and he views this as a doorstep to the downtown district. The correct step is for the City to pay the owners a fair market price for the property and develop a cohesive plan for the property. He asked the Council to please vote no to the three requests tonight. As a Christian he asked that St. Francis revisit their mission statement on their website. He asked to take another direction and donate the property to Habitat for Humanity who will build single family homes and find deserving owners.

Vera Brissman, W58 N432 Hilbert Avenue, asked Tony DeRosa to stop insulting the citizens of Cedarburg by saying that the Friends of Historic Cedarburg have many opinions. They have one specific opinion that is to vote no on this project. She stated that snowbirds living in the new development would not be shopping in the City for half of the year. She did not agree with his statement that Cedarburg is a stagnant City because like most suburbs in the area and many places around the country, Cedarburg is a very dynamic city. People are very involved and interested in the City. Vera Brissman continued by stating the following:

Thank you again for allowing me to speak. It is easier this time when I know it is only two minutes. The people of the CITY of Cedarburg have risen up steadfastly against this particular project because it provides far too big of a footprint on a small parcel of land. This is not just ANY piece of land - but the Heart, Soul, and Center of Cedarburg and the Downtown Historic District. This development may be well suited for other areas of Cedarburg, but not this particular heart and soul site. This small, special parcel of land would not stand to be over-developed; instead - the City and its people need to have a creative eye and foresight. Please do not vote for this project because it is the one before you. I ask you to stand firm to help Cedarburg remain and grow in what Cedarburg does best -- MELD A UNIQUE LIVING CULTURE OF THE OLD WITH THE NEW. Consider the new building on the northwest corner of Washington Avenue and Western Road, where the old Tri-Par once stood. It now houses the Clementine Salon. It is new - it fits in scale - its design and

use of materials is fantastic - IT ULTIMATELY IS HARMONIOUS WITH ALL OF CEDARBURG.

The building invites people, it inspires people, and it has fully incorporated the past, present, and future of Cedarburg. In contrast, the HSI development is new -- but overbearing. Its design is common to all suburbs. Its use of materials again is similar to that of the large office buildings of Mequon. It does not and cannot hope to enhance the Cedarburg Historic Downtown District. The St. Francis Borgia site deserves to have the best -- the best overall quality, within the best overall standards - which will only add to, and enhance the Historic Downtown and be truly harmonious with all of Cedarburg. We, as residents, business owners, and The Friends of Historic Cedarburg, will stand with you to help develop Cedarburg with a fine-tuned eye, an open mind, and a creative spirit. Thank you again for your patience and consideration.

Phil Bail, N47 W8050 Parkland Road, stated that he is in his third home since 1993 and Arrabelle may be his next move. He compared this issue to the story of Chicken Little, stating that the sky will not fall if this rezoning is approved. He expressed concern for what he heard from the President of Lake Shore Development who spoke at the last Plan Commission meeting. He had a proposal for the Lumberyard property and was rejected. He stated that he was in favor of the HSI proposal and that the word has gotten out about Cedarburg. Developers will not come into this community because it is not a friendly community. Developers figure that Cedarburg is closed to development. He recommended that the citizens of Cedarburg get behind HSI because the proposal will add value to the City and will not harm the downtown district. Mr. Bail talked about the state of the City where one-third of the Cedarburg Settlement is empty and the last two businesses that were approved in the City are tax exempt (Cedarburg Visitor Center & Museum and The Student Union). Arrabelle will provide taxes for the City. When he was in the Air Force for twenty years he noticed that cities that were willing to accept change survived. The cities that refused change died and that is what is going to happen here in Cedarburg if the development is rejected. He mentioned the Cedarburg Merchants Association is not going to do their annual events such as the Pumpkin Walk and the luminaries during the holidays and he questioned what people will think. Festivals are getting out of hand. Festivals may give a little bump to the downtown businesses but they don't provide day-to-day shopping. He wants the City to continue growing. He is concerned that people don't understand how property is bought and sold. It is important when you make comparisons to the cost of the land alone, the cost is very reasonable. The St. Francis Borgia property is 3.83 acres and since the price has been reduced by about one-third since the density has been reduced by one-third, the cost of the land is barely \$1 million. The Green Bay Packers bought a piece of land of 1.48 acres for \$1.5 million. They got half of the land for the same amount of money that St. Frances Borgia will be receiving.

Kevin Barry, W74 N304 Cedar Pointe Avenue, agreed that there is a demand for this type of housing in Cedarburg and there is nothing else like it in the City. It offers unique, hassle free living that will keep people in the area that no longer want the burden of owning a home. Let's keep people here and not drive them away. This development is not a Walmart and calling the development a monolithic beast is rhetoric. HSI is building homes for people to share in our community and introducing new neighbors and making new friends. Moreover, the local businesses and downtown will benefit economically from having more customers within walking distance to downtown. This City will also benefit by collecting tax revenue from this property. He asked the Council to use this opportunity to help residents lower their taxes. He hopes the Council has the foresight to do what is best for the entire community. He expressed concern for the manner in which the Vote No faction has proceeded in opposition to this development and their attempts to introducing misleading poster boards, questionable petition tactics, and personal attacks on Council

Members have all been noted on the public record. Primarily the opposition has been inflexible. In the end, these projects are about compromise by the developer, the City, and the neighborhood. Any other community would welcome a project of this caliber even before HSI heard concerns at the November meeting. He reviewed the petitions that have been circulated. The original petition addressing HSI's original design turned over 800 signatures; whereas, the new petition with revised drawings has only garnered fewer than 200 signatures. This suggests that the revised plans are acceptable to a greater number of people. This should be the case because HSI met with the neighborhood leadership to understand and address their concerns. As a result, HSI has been flexible and has compromised by listening to the concerns of the citizens and the Common Council and has made significant concessions by reducing this project by 30%. In regard to following past leaders, former Mayor Coutts has said that the developers made several changes to meet concerns in opposition to this project. This is common and he feels the developer has made an honest effort to put forth a product that is both aesthetically and economically feasible for the City of Cedarburg, (according to a letter to the editor in March 2 edition of the *News Graphic*.) He echoes this endorsement of the project. Former Mayor Kuerschner voiced his support by stating that he finds it very difficult to turn down an attractive development that produces an estimated \$80,000 per year in City portion tax payments and has the potential of increasing economic activity and make positive growth happen in Cedarburg (February 9, 2017). Voices of leadership are clear. The positives for this development simply outweigh the negatives. St. Francis Borgia School educates over 325 students, many of those families pay taxes to the City of Cedarburg but do not partake in the great educational benefits offered by the School District and paid for by those taxes. St. Francis Borgia parents pay extra to send their children to school and they do so because they value a Catholic education. This is a right and a choice but it is not indicative of being concerned about the money. Tax payments enrich the community as a whole. Please vote yes on this project.

Richard Wilde, W65 N527 St. John Avenue, stated that he is opposed to the size and scope of the HSI proposal as presented and to the rezoning to higher density they are seeking. It matters not that a possible 1.2% increase in population may or may not make a significant impact on the vibrancy of downtown, it matters not that this is the best and only proposal out there, you all know that's not the case, it matters not that this developer seems upstanding, easy to work with and forthright, and it matters not that the apartments are upscale with pretty interiors. Tonight, the Council is charged with making a decision on allowing or disallowing a proposal that is too dense for this site and not harmonious with the surrounding quiet single family residential neighborhood. Both the PUD and City Zoning Code (page 62) clearly mandate that to justify rezoning to high density they must be in harmony with the surrounding neighborhood. This revised project clearly is not in harmony with the surrounding neighborhood and therefore must be denied. Furthermore, a proposal that incorporates setbacks that are 50% less than the City Code, building heights that exceed the City Code by 26% and dedicated parking for the church that is reduced by 50% that required by City Code is clearly too dense for this site. You must vote no. As stated in the September 6, 2016 Plan Commission meeting minutes with reference to the Lakeside Development proposal for the old lumberyard site, he quoted, "Mayor Kinzel advised that the economics of the proposal was good for the City but an infill lot needs to fit better with the area. He still was uncomfortable with a three-story building. And Commissioner Cain agreed that the size of the building and the degree of nonconformity were problematic." That proposal was denied, how is this any different? Finally, as elected officials of the City, I implore you to do the right thing and vote against the rezoning to higher density now and in the future.

John Schauble, W56 N805 Meadow Lane, stated that because the topic of conflict of interest arose at an earlier meeting he disclosed that he is a trustee at St. Francis Borgia Parish. Rather than a

conflict of interest, he thought there is a confluence of interest. This is an opportunity for St. Francis Borgia to dispose of unneeded property and for Cedarburg to achieve an important objective. Over the past year two different neighbors decided it was time to downsize and they moved to Grafton. Another friend, who lived and was active in Cedarburg his entire life moved to Mequon after selling his home. He questioned whether Cedarburg provided them a choice to stay in the community. Whereas, Grafton has provided options for their residents in a central location where they walk together and shop. His former neighbor said it took four minutes to walk to Sendik's, which is about the same amount of time from the proposed development to Piggly Wiggly. He said it was a shame that these people did not have a choice to remain in Cedarburg. Many residents have paid taxes to the City for many years and contributed to the fabric of this community. The trend for older adults to reduce their household size will continue. Will Cedarburg pretend that it is not happening here and turn a blind eye to this need? Or do they have a need to serve all the residents? Several of his friends and acquaintances have said that they would seriously consider staying in Cedarburg if such an apartment complex was available. To some people it is a possibility that means increased congestion and other undesirable things, to him it means new vitality in the heart of Cedarburg. Looking forward, who should the City be focusing their attention on? It seems pretty clear; people like his former neighbors should be given the nod. He hopes the Council agrees.

Karen Johnson, N68 W5671 Bridge Commons Ct., stated that there is so much wrong with this particular project in this particular place. Particularly if talking about downsizing. She stated that she is moving to Grafton because there is not the right kind housing in Cedarburg. The proposed project is not the right kind of housing. Upon reflection of the past couple of months, she was reminded of the fact that the Common Council was elected to preserve and protect the character of Cedarburg. It is the only commodity that the City has. It is not Cedarburg's responsibility to change the rules just to pay for St. Francis Borgia's new school. The land is overpriced, which leads to the need for this density of apartments and still have some dollars left over for the developers. This is the wrong project for historic downtown Cedarburg.

Ellen Kellen, N46 W5881 Spring Street, stated that she attended the Plan Commission meeting last Monday and listened to many people say how important this high density apartment complex would be and how much it would benefit Cedarburg. She also listened when people stated their names and addresses; whereas, most if not all lived nowhere within the vicinity of this project. Their lives would not be changed by it. She guessed it was much easier to support something that will cause you no harm or inconvenience. But those that live in the area, know that this project is not in Cedarburg's best interest and their lives will be changed greatly. They will be faced on a daily basis with traffic jams and parking problems. Not just twice a day at 8 a.m. and 3 p.m. when the school was there. This area cannot handle the additional traffic. Even now at certain times of the day, with Hamilton Road and Spring Street so close together, it is difficult to turn north on Washington Avenue and almost impossible to turn south. It is dangerous. There is no room to add extra lanes or turn lanes because it is too close to the traffic light on Western Road. Has everyone forgotten about the two ladies that were killed in this area leaving St. Francis Borgia Church a number of years ago? She understands that the Council has a tough job of keeping the community safe and contributing to the tax base in the community. She sincerely hopes that the Council will listen to the residents who live in this area who will be forced to live this nightmare, rather than the people who have no skin in the game. Their lives should not change because St. Francis Borgia has a lot to sell and is asking an absorbent price for just over three acres.

Donna McElligott, W59 N380 Hilbert Avenue, thanked the Common Council. A truer word was never spoken when she heard that nothing is like this in Cedarburg. True, this is exactly the problem. Her house is an example of the area homes; it is 20 feet wide and 30 feet tall. Unit B of the proposed development is 44 feet tall and 193 feet wide. They have a quiet neighborhood, with a problematic accident prone intersection. They are being told to accept a large scale project that is inappropriate for this area. It is not a good fit. They need a project that fits this area. Plan Commission Member Dan von Bargaen voted no after walking the neighborhood several times. He noted that his neighborhood would not allow such a dense large scale project and he said that this is not what the neighborhood signed on for. Three apartment buildings being plopped in the middle of a residential site is not what any City resident is barking for. There are smart growth areas scattered throughout the City, including another one on Hamilton Road at the Amcast site. Plan Commission Member Greg Zimmerschied voted no after expressing concerns about the density of 69 apartments contained in three buildings and he asked why HSI is offering a smaller development in another historic community. Mr. DeRosa said that the building could not be adjusted to two stories. Council Member Thome told her that it is not economically feasible to have elevators in a two story building. If that is the case, then why does the new library have two stories and an elevator? She is asking for the Council's no votes and especially Council Member Regenfuss because this project is too large for their neighborhood. Businesses come to Cedarburg because the City is a small scale historic City filled with small historic buildings. People work hard renovating historic buildings and have successful businesses along with homeowners who walk to these areas. Nothing against Mequon, Fox Point and Grafton who are willing to jump on the big box apartment band wagon, but the preservation of the small town atmosphere is what attracts tens of thousands of visitors here. Tonight is about looking at this project and considering the density, let's continue to attract people here. She agrees totally with Mr. DeRosa; this is not about emotion. She can't help but know that he mentioned emotionally six times referring to the school property and or Amcast. There was no mention of the break-in at Thorson Elementary school.

Robert McElligott, W59 N380 Hilbert Avenue, stated that he is asking for the Council's no vote. They moved to Hilbert Avenue because of the history, lifestyle, walkability and bikeability, which is part of Cedarburg's successful branding. The City's Smart Growth Plan, City ordinances, and Codes are what citizens rely upon. Homeowners should have a reasonable expectation in the City's Smart Growth Plan. He heard tonight that the developer said that St. Francis Borgia holds a dominant position in the overall financing. He understands that this is the highpoint of the area; however, the church footprint is 4,400 sq. ft. and Building C's footprint is 240% larger than the church. Building B's footprint is 280% larger than the church and Building A's footprint is 370% larger than the church. It is hard to see how this is going to be the dominant structure in the area. Putting two, three-story buildings on one side essentially raises that side's density to 26 units per acre, a 240% increase over the Smart Growth Plan of 10.8 units per acre. Even looking at the larger PUD number, of 16.1 units per acre the density of the apartments on the south side exceeds the plan by 60%. He stated that he has a civil engineering degree from the University of Wisconsin-Madison and he understands this math. There are 18 identified smart growth areas in the City's Smart Growth Plan. A strong message is being sent to homeowners living near these areas, as well as future home buyers, that the City disregards its own Codes and ordinances. For several weekends, he and his wife walked and talked to their city neighbors and he shared some of their comments:

- A man who came from Chicago and lives on Center Street expressed concern about large scale growth since his historic home is near an open field.
- Another woman on Madison Avenue expressed safety concerns because a friend of hers who lost a leg at an accident during a festival. Traffic is an issue and don't take it lightly.

- One gentleman volunteered that he would be interested in living in the City in this very area, buying not renting.

Cedarburg's Vision Statement requires a preservation of historic small town atmosphere and a PUD requires neighborhood compatibility. That is what residents and visitors have said. Cedarburg has a successful brand and, like Coke which belly flopped when they changed their recipe, Cedarburg brand has been built over the years and it can be destroyed in a blink. Please vote no.

Carol Smith, W62 N387 Hanover Avenue, stated that she agreed with the position of holding the City's ordinances and Codes the way they are rather than being changed. Once something is changed, you cannot go back. As for traffic, with the school being closed it is still difficult to make a right hand turn (almost any time of the day), much less trying to make a left hand turn. The neighbors are not the only ones positioning against this situation. She read about Fox Point who is doing the same thing, trying to get rid of a school with new developers coming in and the neighborhood does not want what is being proposed, high density housing.

Jim Myers, N59 W5542 Edgewater Drive, has been a resident of Cedarburg since 1979 and has been at his current address for 19 years. A long time ago before the yard signs were planted, tweets were sent, emails, letters to the editor, and snapchats were shared, he spoke at the November Council meeting in favor of the HSI proposal for the St. Francis Borgia school property. When he came to the meeting, he was not prepared for such a large gathering and his sense at that time was that many of the people opposed to the HSI proposal would only be in favor of single family detached homes on that property and that makes no economic sense. He reviewed the latest proposal from HSI, which reduces the number of apartments on the property and he personally thinks that it is beautiful. He remains in favor of the HSI proposal. Past Mayors have supported the HSI plan as have other community leaders. They agree that replacing a tax exempt property with a tax paying high end apartment complex would be good for the City's finances. It will also eliminate a vacant property on the south entrance to downtown and he agrees that the City does not need another Amcast. He believes the apartments would put more feet on the street, creating more business for the community. He asked the Council to approve the HSI project because it would be good for the City as a whole and would show that we are open for business.

Ann Bruene, W65 N523 St. John Avenue, stated that she moved to Cedarburg 10 years ago and rented an apartment. She fell in love with the community and the dynamic of the City and the historical value. She purchased a home on St. John Avenue between Center Street and Western Road. She loves where she lives and she loves her community. What she does not like is the size and dynamic of the proposed project. She is all for developing this area, but it has to fit within the neighborhood dynamic; it has to be cohesive. She uses Washington Avenue, Spring Street and Hamilton Road to get to work five days per week. Monday through Thursday trying to get down Hamilton Road is a nightmare because it goes down to one lane of traffic. Going down Washington Avenue on Tuesday morning ends up in one lane of traffic because Michael is doing his route and collecting garbage. She knows her garbage man's name because she loves her community. But that street is a nightmare to get out of and the developer is asking to put a very high volume development into a very small area. There is a traffic problem and she felt that it is very negligent and irresponsible if this is not looked at prior to voting on this project. To her it seems as though they are trying to fit an elephant into a bird cage. Please vote no.

Rachel Wilde, N44 W6010 Hamilton Road, reiterated what her neighbors have said and to Mr. DeRosa's comments they have never said that they would approve of three stories and they have never agreed with apartments. What other things is he saying that don't hold the truth. She bought

her 1880 house on Hamilton Road in June 2015 and at that time she knew that the school would be closing and the church was planning to sell the property. She understood the possibility of what could be built there by understanding the Zoning Code and the Land Use Plan. She did her research and knew that the Mission Statement of the Council is to preserve the historic small town atmosphere. She trusted that the City would not allow large uncharacteristic development to be built there. This trust in the City to do what is right, fueled her to not only buy the house but also invest \$40,000 to maintain its historic charm despite not being an official historic building. Her background is in mechanical engineering and that is why she is talking numbers and what she understands. She said that she would talk about the project in numbers and it will clearly show that this project is too dense for the site. The developer is asking to rezone to 18.2 units per acre and according to her math this is not true. There are two different PUDs, there are two multi-family residential buildings and there is an RS-3 single family district. You have to separate these two as she reads it. This takes it up to 20.7 units per acre density. When it is further broken down by the tax records the density grows to greater than 25 units per acre between the north and south side. In that perspective it is pretty darn big. Despite the downsized plan, there are seven nonconforming items. The current plan states that there are 8 units per structure; however, the building on the south side has 32 units and 28 units. Her math tells her this is at least four times the standard. The standard for height is 35 feet, which seems reasonable next to her two-story historic home. The new proposal shows the heights of buildings A & B and Building B is directly across from her house at 43 feet tall which is significantly taller and will overshadow her house to the point where in the winter time she will not have any sun in her windows. She did not buy into this community to have no sunlight during the winter time. She hopes that the architect can prove her wrong, this is her math and she does not have the tools that he has. Regarding the setbacks, Building C does not fit on the site and it violates the setbacks from the side yard as well as the street. The proposed setback is half of the standard. She is not talking about a foot or a couple of inches, it is half the standard. Building B (directly across from her house) is similarly too close to the sidewalk. Once again, showing the space needed for the density of this development is not available on this site. The standard for lot areas required for two and three bedroom units is 3300 sq. ft. per unit. Buildings A & B on the south side are planned to have 60 units and this would require 4.55 acres. According to the standards these buildings are nearly double the size allowable. The parking plan for the church has been discussed and there is only 40 surface stalls on paper and then 39 stalls will be shared. She challenged everyone to think about when the church is in use...Christmas Eve, Saturdays for weddings, funerals. On a Saturday or Sunday, is no one going to be visiting the empty nesters and not want to use the same parking spots? Her parents are empty nesters and they go to their house for holidays; she expects it will be the same here. A cartoon that she found shows the width of Hamilton Road as it is today and there is no room to make it wider. The setbacks are not far enough for HSI and her house is also close to the road and there is no room to expand. There is barely space for two cars to pass next to each other without taking off the mirrors. To summarize the gross non conformities of this proposal, sixty percent too dense, four times too many units, twenty-two percent too tall, two times too close to the neighboring buildings, provides only forty percent of the setbacks required, ninety percent too large for the lot area and provides half the parking required for the church. These are not small nonconformities. The numbers cannot be debated and are clear. The size and density of the proposal are too big and will never blend with the primarily historic residences that surround it. How is this development any better than one that actually fits on this property? Let's not forget that the right proposal will also add a boost to the downtown merchants, as the school provides nothing today. When you approve these amendments you are stating that this development is a better utilization of this property than one that fits within the Codes. Do we have the data to make that conclusion? She asked that the Council do the right thing and vote no for this development.

Bill Bujanovich, W61 N459 Washington Avenue, stated he hears this project represents the highest and best use for this site and this project maximizes investment return on capital. He feels changing the Comprehensive Land Use Plan to accommodate investment needs of a seller and buyer is not what the City should focus on in this decision. The City's developments should not be shaped by a developer in a single sale of a property. More on the Blue Visioning Committee study and recommendation – do the results point to a need for large commercial apartment buildings in the historic downtown corridor? To the contrary, the findings at the time of the study found that Cedarburg led Wisconsin and Milwaukee in almost all categories of multi-family housing. Today, according to the American Community Surveys estimate, Cedarburg continues to lead or be close to the City of Milwaukee in four of six categories of multi-family housing. The Blue Ribbon Visioning survey studied, and questionnaires returned to City Hall, indicated the need for smaller single-family homes and condominiums in the downtown area, not more apartments. For this reason, the Comprehensive Plan and Smart Growth plan on Hamilton Road is designated to be high/medium density at five to ten units per acre. The intention is not the development of commercial apartment buildings, which can be as high as 25 to 26 units per acre, but for condominium homes and small multi-family developments like what is located on Washington Avenue and Hamilton Road. When the Amcast site is built and fully implemented, that site will be adding a considerable amount of density to Hamilton Road which is a secondary arterial to the City. The Blue Ribbon Visioning Survey employed countless volunteers who worked diligently for 13 months beginning with two public forums. Taking into account more than 800 attendants and respondents, it conducted six focus group sessions and sent surveys to all City residents. The City received 1,780 completed surveys, gathering the vision for the City of Cedarburg's residents. The Comprehensive Plan represents all of Cedarburg. Vote yes and you say no to Cedarburg. Keep the Comprehensive Plan and density as it is. He urged the Council to vote no.

Irene Clausen, N13 W6866 Pheasant Court, stated that Arrabelle means peace. This is not peace. The people who built the St. Francis Borgia parish wanted a spiritual home for the community, a place of worship and love. They had no idea that the parish they built with their modest coins would be sold to the highest bidder, leaving their neighbors in a bind that they lose equity in their buildings and their loss of quality of life. Millions were donated, and she still donated to the parish. It is not moral to take from Paul to pay Peter, it is a sin. She hopes that the Council will vote no in what is best for community. We cannot be greedy and have to think of our neighbors. We all love our community. The St. Francis Borgia land is not private property, it belongs to the parish, and it belongs to the people.

Aaron Schultz, W59 N370 Hilbert Avenue, stated that HSI was very transparent and forthright in dealing with the neighborhood group when they met on January 9. Very bluntly they told him that they felt the neighborhood would not sign on to anything. To which point he expressed disappointment. He thought the neighborhood group was open and did not express that they were anti-renter. The concerns of this property are very objective, not subjective and are not an emotional set of concerns, even though there is an emotional reaction at times. He referenced a packet of material that he distributed to the Common Council. The front page shows how much the set of buildings is out of scale with the surrounding properties. Building A next to the cape cod, shows that he would not want a building like this next to his house, along with the scale of the townhomes and Building B. The St. Francis Borgia proposal is really four projects and four proposals and could be presented individually as they are not interconnected in any way. The Spring Street lot is specifically one lot that is included in the proposal to boost the "green space" and to lower the density for the overall proposal. The nine townhome units on little over an acre is closer to the visioning in the Comprehensive Plan. The water feature behind it adds to the open

space calculation of the overall site. His two largest concerns are the slope of the site and what will become of the church when the land is divided for the properties. Forty parking stalls are not sufficient to meet the parking demand for the church of 238 seats, especially in the event the church wants to move the church onto another congregation or wants to operate as a separate congregation. Those 238 seats are filled at times. That creates a lot of problems because there are 39 spots, cross easement spots, that are not included in any of HSI submissions. He wonders if there is a process in place to get this in writing. If St. Francis Borgia were to subdivide out the parking and reduce the lot, elsewhere in the City in a commercial or industrial district they would ask to offset that parking requirement by moving it either to street parking or other lots. The process that is in the Cedarburg Code requires very specifically a set of written requests to be considered, proof of a hardship and a need, fundamentally it also requires that space be held in reserve so that parking can be demonstrated in the future. The Code states that you can build 39 spots but you have to maintain 40 spots as an equivalent green space. So if the need comes up in the future, you can expand it. This cross easement does not do any of those sorts of things. This cross easement is a hope and a prayer that when the church needs 80 spots that the residents will not be parking there. There is a demonstrated strain on the roadway. There are too many buildings on too small of a site. The school site is 25 plus units per acre. The fact is that they are putting too much building on this site, it squeezes the parking area that should be reserved for it. He asked that the Council look at this closely. He also asked Tony DeRosa from HSI to stop misrepresenting their meetings. They have been very plain and forthcoming with the church. They have offered to bring the community together and the neighbors together to offer input, which has gone nowhere. He visited the Delafield site of the Wells Street Station that was developed by HSI. The front side of the building on Main Street is located on a 45 foot wide street with sufficient parking on both sides of the road, a bicycle lane, surrounded by commercial properties and on the back side of the development is a 35 foot wide street with no parking on either side. It is also neighbor to approximately 140 spots of parking and a series of soccer fields. It is not in a residential neighborhood or part of a historic district. Delafield markets as historic; however, this property matches none of the criteria that are being used in Cedarburg in terms of how it fits in the neighborhood.

Al Lorge, N86 W5484 Warwick Square, stated that he was on the Council 25 years ago and they were concerned then about housing for seniors who wanted to downsize and nothing was available. Now he is one of those seniors and he still does not have options available for seniors to stay in the community. This type of housing isn't just for seniors. It would serve young couples very well. Another thing to keep in mind is the very few opportunities in this community to grow. The project will also significantly add to the tax base, which is critical to the City, to hold down taxes. He recalled that approximately 30 years ago, the Piggly Wiggly store was proposed, and there were 900 signatures against the development. They heard very similar concerns: traffic, gateway to the historic community and will destroy the community. They heard many negative opinions but the Council did the right thing. Mayor Kuerschner said, in a letter to the editor, that he led the petition and now he is thankful that the project went through. He questioned what the community would do without Piggly Wiggly now; it has been a great addition to the community. Finally, the audience is hearing a lot of angst and emotion tonight, from his vantage point this is the heart of Cedarburg. It is all of the people in attendance, people who care so much about their community that they are willing to spend 2 to 3 hours at this meeting. That is the heart and small town atmosphere. Yes, we need to honor the past and protect the historical significant buildings. But we cannot live in the past. We must move forward with resolve and do what is best for the long term in Cedarburg. He urged the Common Council to approve the project.

Laura Bruederle, N49 W5693 Portland Road, stated that she lives on the corner of Portland Road and Hilbert Avenue. She has a quarter acre and they just mortgaged their house again at \$217,000 for a house that was built in 1873. Her daughters are fifth generation in this house. That means that she has been around longer than all of the Council. She can trace her house back. This is not okay. This dividing is not okay. We are Christian, Catholic, Lutheran people. Where is the empathy that we have, she did not feel empathy from anyone in this building. It is disgusting. People pay a lot to teach their children the right thing. This is not right. The Council needs to find a way that we can work together. She told the Mayor and Council Members that this is not right and they cannot think that this will be an okay thing. Once you take the school away and dig that first hole in the ground, there is no going back. We need to teach our children empathy on how both sides of the street are feeling. This is not okay. This needs to have a very deep thought. They cannot take the first issue that is coming up. We need to really think this over. We need to think of our kids that are going to be living here in the next generation. What about the kids that will be coming up in the next generation. That is what they need to think about. Her vote is no. Yes, they need something there. Yes, we need someplace for the seniors and the snowbirds and the young up and coming but we need something that will fit both of their hearts together.

Paul Hayes, N63 W5795 Columbia Road, stated that when they moved to their first house in Cedarburg, their neighbor was E. Stephen Fischer. He lived in a modest ranch home in the Westlawn subdivision with them. E. Stephen Fischer is the former Mayor who saved this town because he loved its history. He loves its history also and the stories that come with that. He read a portion of the history of Cedarburg that he wrote about 25 years ago after interviewing Mr. Fischer. Cedarburg was a City of 1,700 persons when Frank Fischer moved his family into the house on Washington Avenue on Armistice Day 1918 marking the end of WWI. Celebration prompted Frank to unpack his accordion and join the impromptu parade on Washington Avenue outside. Speaking in regard to high grade apartments, the eleven members of the Fischer family, including two grandparents, all lived in an apartment above the shoemaker shop that was run by Frank on the first floor on Washington Avenue. Grandma and Grandpa had one room; the four boys had another, the three girls the third. Oldest of the seven children was E. Stephen Fischer who roamed the old German town freely as a boy and fell in love with it. Many years later, when he was an adult and a disappointed artist, he was still living in Cedarburg when Father Leo Zingsheim of the St. Francis Borgia Church proposed a massive architectural renovation to the church. When he heard what Father Leo had in mind, he and his brother Tony hit the streets to get signatures so that he could meet the deadline only hours away to file as a candidate for Mayor. Once elected, Fischer refused to let the City issue a demolition order for the church. It was the first major victory to save Cedarburg's distinctive architecture. More than a quarter century later, everyone is glad that Fischer blocked his fellow parishioners. St. Francis Borgia is a grand building. When he and his wife moved here they thought they would stay for five years and that was 50 years ago this month. Cedarburg has a hard to describe hold on people who live here. He heard a lot about the burden of single-family ownership tonight. He owns a single-family home and they would fight for their neighborhood as the people around St. Francis Borgia are fighting to save their neighborhood. There are intangible things that cannot be reduced to numbers; however, he wished that this type of thing could be worked into the calculations of market driven transactions. Which he has heard this project described as tonight. When he heard it spoken, he thought he felt E. Stephen Fischer roll over in his grave. Please vote no.

Eric Hofhine, N64 W 5782 Columbia Road, stated that he has been a resident of the City of Cedarburg since 1971. He is a product of the Cedarburg School system and everything good and everything unique about Cedarburg. There have been many learned people, engineers, and people

much more intelligent than he is speaking tonight. He spoke from his own personal experience. His home on Columbia Road was built in 1861 and is the oldest stone house on the street. It was described in the Columbia Road historic district charter that is registered with the State of Wisconsin as the oldest and most simple house with an unfortunate addition. The house is previously owned by some very prominent members of St. Francis Borgia, Francis and Mathilda Messa. They owned the house for almost 60 years and raised 13 children. When they decided to leave the house, one of the challenges of leaving was selling the contiguous property that they owned behind his house, which is almost three acres. It took them almost five years to come up with a plan that ended up being what is now Bridge Commons, an outstanding infill project in the City of Cedarburg that fits within the scope of the City, the scope of the neighborhood and has met the needs of people in the community and those who want to come to the community. For Sale signs are not up that often. The first project that was proposed by the eventual developer, Mr. Stroebel, was a larger box type; cookie cutter type building that was a much higher density. It was frustrating for Messa's not to be able to sell their property because they had to work through the project with the City, while also having to work through the needs and desires of their neighbors for what was right for the neighborhood. They got to the point where they realized that what they were leaving there in their former property, that they owned and paid taxes on for over 50 years, is a legacy that is a once in a lifetime chance for this infill property. The St. Francis Borgia property is an infill property and has heard that the school has exceeded its useful life. The building he is in tonight was part of a school to the Washington building which exceeded its life as a school but is now City Hall. The Lincoln building exceeded its life as a school but has been a valuable asset to the community for a long time. This was a shared gym. The Hacker building also has been a developed property for many years. His main point is that they could take time to come up with a good plan and the right plan, as the right infill plan at that moment in time for Bridge Commons and for the future and for the betterment of the City. What he continues to hear is that there is a rush to get something done and nobody else will be interested in the property; and he does not believe that at all. He told the Common Council that there should not be changes made to the Master Plan and as a passive member of the Fire Department he has concerns about the width of the street and fire trucks getting down Hamilton Road. He has concerns about density and tearing down the rectory, which has been described as an old building. His house was described as an old simple home with an unfortunate addition. There is value in these old properties and once they are gone, they are gone for good.

Edward Foy, W61 N955 Glenwood Drive, thanked the Mayor and Common Council for their long hours during the course of this project. He also thanked them for their leadership and willingness to take on issues like this by volunteering their time and energy. He is appreciative. He is a St. Francis Borgia parishioner and school parent. His concerns are his and he is not choosing to speak for the rest of the parishioners and other school parents. The sense that he gets from this community is that many people like him want the vibrant historic Cedarburg. They have also looked at the property that he has come to know, as the place where they send their children. While they have fond memories of that school community including the teachers, mission and service that was conducted there in the community, they have also gotten to know that facility. He professionally spends his day in schools. There is nothing historic about that facility. It is old, dilapidated, and it needs to be improved. Across the street is an empty parking lot. He wants a fantastic and vibrant historic Cedarburg but voting no means that the community will be stuck with a falling apart building and an empty parking lot, potentially for years and years to come. Down the street is the Amcast building, he questioned how long it has been there. He worries that a no vote sends a clear message to all of Cedarburg that we don't want anything new. In order to improve the vibrancy of our downtown district, we need more people within walking distance who want to come

and spend their money in our restaurants, stores and shops. This is a great message to send that says it is a good plan from a great community coming together who want to improve the City. He loves St. Francis Borgia, he loves his school community; however, there is nothing there that children will look back on and say they are connected to that building. Please vote yes.

Philia Hayes, N63 W5795 Columbia Road, stated that Arrabelle could be anywhere but Cedarburg is not just anywhere. It is Cedarburg's well preserved historic district and architecture that has drawn admirers from far and wide. As a former member of both the Common Council and the Landmarks Commission she is well aware of this. Over the years, and more recently serving as a volunteer docent in several historic buildings in Cedarburg, she has heard from visitors who come from the east coast, west coast, and everywhere in-between. They are the people that Cedarburg must continue to draw to the beautiful community. They are the ones who patronize the shops on Washington Avenue. Those who live here, she believes would agree with her that although we appreciate the history that has been preserved, we don't really shop in those shops downtown very often. They eat in the restaurants, but it is the tourists that come in that keep those shops busy. Tourists come because it is a special place. Its architecture is special, its history is special, and she is always amazed at how people know about Cedarburg who come from Canada and Australia and we cannot change the historic district. She does not believe, as people have said, that Cedarburg is somehow failing. She thanked the Mayor and Council Members, having served as a Council Member; she knows how much time, effort and dedication that they give to the community. Thank you and please vote no. Remember that downtown Cedarburg has two significant book ends, St. Francis Borgia at one end and the Settlement at the other end. Please don't reduce the footprint of the historic district. Please do not surround St. Francis Borgia with buildings that do not in any way contribute to the aesthetics of our historic community.

Jennifer Zastrow, W59 N416 Hilgen Avenue, stated that she purchased her home in Cedarburg in July 2015. As a young professional, she was drawn to Cedarburg for its small town atmosphere, as well as its vibrant downtown area. She chose to buy, not to rent, because she did not want to throw away \$1,500 per month in rent when she could spend it on a mortgage and build equity. Aware that the vacant St. Francis Borgia school would be sold, she also understood that the City has worked hard to preserve its historic charm and trusted that the City would approve only development that would appropriately fit the size of the site and compliment the surrounding structures. On review of the proposed plan for the SFB site, Arrabelle is simply too large for this location. The addition of 60 units on 2.32 acres translates to a density of 25.77 units per acre. A density that is significantly out of proportion to the recommended 5.2 to 10.8 unit per acre density advised by the Smart Growth Plan. With such an increase in population at this site, the traffic on Washington Avenue and Hamilton Road are sure to increase and also residents who travel along these main roads will face increased congestion entering and exiting the downtown area. What does this mean for St. Francis Borgia? The density that Arrabelle will bring to the St. Francis Borgia site has a potential to diminish the viability of their lovely restored church. During weekday mass, there is frequently 50 – 60 cars parked for mass and the dedicated 40 spaces for the church and HSI's plan will not be sufficient to accommodate parishioners already in regular attendance. This problem will be heightened for special events held at the church. Parishioners attending Easter mass last year, parked on Hilgen Avenue and even Hilbert Avenue because there simply was not enough space in the current 83 spot parking lot. The insufficient parking will worsen if Arrabelle becomes a reality and parishioners and guests are no longer able to park close to the church that will need space that can still be utilized. Is it possible that St. Francis Borgia's historic church, an iconic landmark in the heart of downtown Cedarburg, will become obsolete? Arrabelle is simply too large for the site.

It will negatively impact Cedarburg residents and St. Francis Borgia members alike. Cedarburg can do better and this is why she urged the Council to vote no to the proposed rezoning.

Val Loughran, N40 W6096 Jackson Street, negated some things that were said by Tony DeRosa. He is not confused as to what they want; they want less density and that is what they have been saying all along. He said if the property were free it would be difficult to develop; then she wonders if he is the person for this project. He also said that in order to build the project with less density he would probably need to cheapen the materials; she wonders if he should rethink a different approach or maybe he should not be doing the project. To the architect, thank you for the townhouses as it does show they are listening. She thanked them also for the access and the front porches. If they did not like the visuals that they provided you, then you should have given them a 3D model, like they have asked for a number of times. HSI has a business profit responsibility on the table, St. Francis Borgia has a financial responsibility, but in front of them is a civic responsibility. The residents of the City of Cedarburg are getting a lot of pressure to do what a lot of the other communities in the area are doing and that is to jump on the band wagon to provide high density apartment living. But she is not here to help HSI or the Catholic church, she sees nothing wrong with building this type of complex, however, she has a problem with the location. This is not the right place for a large cluster of buildings. This type of development does not belong in or adjoining the historic district. This is evidenced by the number of zoning ordinances that will need to be changed in order to push the development through. It seems that HSI likes to build these complexes in what is considered somewhat high end areas as they boasted they are building in Delafield, Wauwatosa and others as though it would make it right for Cedarburg. Cedarburg is not those communities and telling us that everyone else is doing it should not be the reason for us to do it too. Cedarburg needs growth, needs to expand our tax base, have bills to pay, but with our current renewed political energy and the predicted growth in small businesses, perhaps we should not be so quick to wring our hands. Perhaps we can keep our City's small town character and create other taxable opportunities and leave this piece of real estate to be developed in a manner more in keeping with the neighborhood it has been. She once watched over the years, as someone started to fix up an old Victorian house and at first they did minor improvements and then they added new windows, reconfigured the porch, altered the roofline, and then put on new siding. One day looking at it, she saw that it no longer was an old Victorian, but it wasn't a new home either. It had completely lost its identity. It had no charm and appealed to no one and now it is just a house and the only unique thing about it was that it had once been an old Victorian. Cedarburg is charming because we historically have been very careful how we changed things. This is not the time to throw caution to the wind and just go for it. We can make Cedarburg great again if we focus on what we do well and we do small town better than any City around.

Brian Brewer, W49 N669 Cedar Reserve Circle, thanked the Mayor and Common Council for their service to the City, as well as the Plan Commission. Residents get to voice their opinions occasionally but they are here night in and night out making decisions for long term and he appreciates that. In the course of his work, he gets to work with long range capital planning with municipal governments and school districts across the state. What we have going in Cedarburg, he would not trade it for the world. This passion back and forth would be appreciated more if it was less personal, but he gets it that we are passionate because we love the place we live. This includes the Town and City in his mind. The Town and the growth and development there, has helped insulate what the City does. His concern mainly comes from the fact that we as a City only have so many sites available to develop. The City is going to have to get good at redeveloping. Specifically, he is asking the Council to support this project but more generally he is asking them to continually do what they have been doing. This has been a transparent process, this has not been

rushed, this has been laid out under the Smart Growth Plan and the Comprehensive Plan overlaid with the Planned Unit Development. These are economic development tools that are used in most municipalities across the State. The City is just fortunate to have this gym full of passionate people that love living here and tell others about it. He takes exception to the fact that this is a lush project and that the original plan had nearly 100 units and it wasn't scaled back or modified. In fact, some of the numbers that have been quoted, have been manipulating the developers willingness to compromise on the north side of Hamilton Road, single family lot on Spring Street and the town homes so it takes less density there. That is great and it is responsive, but now those numbers are being thrown back at the developer for density on the south side. In this process, you are never going negotiate with every single resident because it will never happen. There will always be someone who will disagree with what the plan is. As he walked up the stairs at City Hall for the Plan Commission meeting, while looking at all of the different aerial pictures where Cedarburg was nearly vacant, he wondered if it took this process each time the City infilled? Did it take this to make these types of decisions? He guessed that there was leadership and vision by the Common Council at the time that made out what we see for our future, we need the growth of the next 50 years, not the last 150 years, and we need to keep this in perspective. If the City does not continue to make Smart Growth decisions, we will be looked over. He does not want what Grafton is building right in the middle of their downtown. That is not what this is. This is charming houses, town homes; they give a higher end residential opportunity to replace an outdated institutional facility. To him, that is smart vision, smart growth, anchoring the south end of our commercial district. He stated that he did not envy the Council's choice this evening. He wanted to support the City's process for making these decisions about each individual redevelopment opportunity. That is what the City is going to have to be good at going forward.

Andy Traynor, N66 W4800 Cedar Reserve Circle, voiced his support for this proposal and to ask the City to think in a visionary way towards the future, much like Mr. Brewer reiterated so eloquently. When he looks at what he works with and also what he sees working with the next generation, Millennials and Generation Z coming down the line, he is learning more about their tendencies and what they are hoping to do. The Urban Land Institute surveys summarized what they are looking for in their life. They are seeing a great blend of optimism but also realism. Realism about what they can afford, what is practical for them, and where they want to be in diversity and housing options that are available for that group is extremely important. They wish to own homes; however, a lot of them are not ready now and they need a pathway to get there. As he looks towards the future and considers a couple of other important issues right now, Cedarburg is not going to be immune from some of the dangers that are happening in society such as crime and issues related to prescription drug abuse that is happening everywhere and knows no exception based on geography or income. He imagines that buildings that are not used like this, are suspect to being broken into when not monitored. He asked that the Council consider the economic boost and what is important. While he appreciates the mission of protecting the small town atmosphere, when he rode into town seven years ago to establish his sense of community, while buildings were notable and neat, he is not staying here for buildings that are maintaining a Victorian structure. He is staying here because of what he learned about the people, and the heart, and how we celebrate our history and our culture, which is extremely important. He encouraged the Council to make those best decisions and move forward.

James Grover, N97 W6712 Aspen Street, stated that he wants to voice his opinion. Forty-five years ago he was a teacher in Milwaukee and a teacher from Cedarburg invited him to come out and open up his science department where we had a new middle school. He was interested; however, he was trying to save for a house and by moving to Cedarburg he would take more than \$1,000 cut in

salary. He had to wait and he got his opportunity when he finally got a raise in Milwaukee. In regard to opportunities in this City, the opportunities presented themselves when the new middle school, high school and elementary schools were built in Cedarburg. The land where a gas station once stood downtown is still vacant. This was an opportunity to advance the City in a very positive way. The City has reviewed plans that are very commendable and the Common Council has been very attentive. He wants the group to move forward in the advancement of this opportunity for Cedarburg to move along past an old building and parking lot and develop it. There will be people moving out here as fast as possible.

Claudette Lee Roseland, N56 W6431 Center Street, stated that traffic congestion was inadvertently and accidentally created by selling the old library building to a company with employees with cars. She asked as a constructive action item, when they consider the zoning, rezoning, and engineering of this project, that they consider eliminating the parking spaces on one side of Hamilton Road. If that had been done on the first block of Center Street, it would have made backing out of her driveway a lot less confusing than it is now.

Mike Houlihan, W74 N1087 Montgomery Avenue, stated that he and his wife have raised three children. He is not new to this topic, as twelve plus years ago he led the Strategic Planning Committee for St. Francis Borgia. When they started talking about a new school, from the beginning it had been very transparent that they needed to sell this property. As he looks at what at he heard, he heard many outlandish ideas (youth hostels, retrofit for a nursing home, daycare center, etc.) He shared four ideas because he supports the project and because it is the best idea he has seen.

1. Partnership – they continue to be a partner with the community. 2,500 plus families supporting the community. They continue to support the church on the south end for \$240,000/year. It will continue to be the shining beacon on the south end of Washington Avenue. He does not believe this development changes the look, feel, or nature of the historic downtown.
2. Amenities – they are needed for the community. However, what about the time these residents will commit to the community such as supporting the performing arts, charities, and long term endowments because they are integrated into the community.
3. Diversity – for years they have walked downtown and there are only a handful of communities that are well done for options to newly ordained empty nesters. The challenge in Cedarburg is there is not enough of it. He appreciates Grafton developing the big box corridor near I-43 but he is not going to move there or on First Avenue which is truly big box complexes. They have been here 28 years and love the community. They have more visitors today as empty nesters than they did while raising their children. Many would love to live in this community but their demographic is not going to buy a house.
4. Trust – the one thing that has been consistent over the years is that our architectural integrity in the work that the Plan Commission, architectural reviews, and Council have done has been evident for years. It has taken some businesses months to get a sign up because of the integrity of the City.

He has empathy for what the residents around the development are going through; however, he trusts that as the process continues, if it is approved tonight, as they look at architectural review and the many discussions that are yet to come, the City should look at the traffic studies and ask the parish if they would move their sign. Look at the hardscape, soft scape and landscaping to ensure that the integrity that he has come to recognize in Cedarburg continues. This will expedite the time it takes to immigrate that new community which is now encouraging a different demographic to come here and live. This would be a commendable action.

Janet Bolin, W60 N417 Hilgen Avenue, stated that she and her husband have lived next to the St. Francis Borgia School for twenty-four years. They have enjoyed the school being good and conscientious neighbors by keeping the adjacent sidewalks clean and shoveled while enjoying an adjacent property line with trees and green space. They built a substantial addition to their home about five years ago, when talk was just beginning of the school property selling. They had no qualms about investing money in their home and adding additional living space. As a side note, they were required to setback their new porch about two feet to conform to current building and zoning codes in the area. If you look around the neighborhood, you will see at least four homes on the block that have invested in major remodeling projects. She said with confidence, that the entire neighborhood takes pride in their homes history and preservation. They are a small town community neighborhood. When the community is asking to vote no, they are asking that the current zoning laws be upheld and that the high density apartments be denied to develop on this small piece of land that the school has vacated. They are not anti-progress or anti-development of this property, they are anti-big box developers from out of town, deciding what is good for our downtown merchants or empty nesters. As an empty nester she plans on staying in her home as long as possible. And when they move they will not spend that much money for rent in the future. So they are anti-box developers, who assume their project is worthy of changing height requirements, zoning regulations, density requirements, and reducing the required amount of parking spaces for the churches special events. Most of all they are anti-destroying the ambience and character of one of Cedarburg's oldest neighborhoods.

Thomas Kandziora, N74 W5408 Georgetown Drive, stated that he worked in Port Washington for 12 years, when Simplicity moved out the City fathers attitude at the time was: well that is okay someone else will move in. Well, no one has moved into there. He is sure that St. Francis Borgia has not been swamped with offers; if they were we would be home drinking hot chocolate tonight. If you like looking at Weil Pump, Amcast, and Cedarburg Lumber, you are going to love looking at a boarded up empty school. Right now that is St. Francis Borgia's problem and he is afraid that a no vote is going make it Cedarburg's problem.

Chris Frommell, W53 N934 Hawthorne Lane, is a St. Francis Borgia parish member. His daughter attended the last graduating class of the old school and his son is attending the new school. He supports the project and he urged the Common Council to vote yes. He is also an architect and he worked with Lakeside Development when the proposal was brought forward for the Cedarburg Lumber building on Washington Avenue and Jackson Street ten years ago. They proposed 16 units that were broken into four different buildings; each building was a four plex. They were condominiums at the time and they were designed to fit into the Victorian and Queen Anne styles of the urban fabric in that area. At the time, they did not even make it to the Common Council level as they were voted down by the Plan Commission because of concerns for too much density, too much traffic, too much, too much. Sixteen units was too much ten years ago and that building still stands there as a sign of what happens when a no vote is not progressive and looking at trying to fit something into the fabric and redevelop a smart growth property. He no longer works with this developer but he understands that they have been back asking for a lot more units ten years later when construction costs and interest rates are higher. How many years will go by that the building stands as a blighted eyesore in the neighborhood fabric. There has been a lot of energy over the last nine months and certainly a lot of arguments tonight. What it comes down to is what use do you want on this site? Do you want this to be a residential use? If you vote no, you will never see a residential use on this site because Mr. DeRosa and HSI are proposing an attractive development. Is it large, it is big; it is filling in smart growth on this site with the density that is needed to make it economically feasible? They talked about investing \$10 million; also the sale price of the land to

the developer is more than \$1 million; less than one-tenth of the public development costs. If the church were giving the land away for free, do the math, reduce the units by 10 percent and you would still be looking at a 62 unit proposal to develop residential on this site. It is never going to be feasible for single family residential. The developer is essentially saying that to develop this into a residential site, it is going to need to be 60 plus units. If you say no, he does not think you will see any developers come back with residential proposals this year or next year, or in five years, or 10 years. This is the choice before the Common Council. Do you want this to be a residential development? If so, vote yes, work with HSI Properties, they seem to be a great partner, very transparent, and very accommodating and is a developer any City should like to work with. He would much rather this site be residential over anything else. Vote yes tonight.

John Pintor, W55 N453 Lenox Place, stated he is 82 years and worked at Meta Mold which is now the abandoned Amcast. That work was so rough, he wore a sign one night, he became smart and adept to business, that said "Remember the foundry." He brings this up because for economical common sense, logical and ethical purposes the Council Members should vote in favor of this project. His wife was a teacher at St. Francis Borgia for many years and was known as Mrs. Pintor and taught sixth grade. The school meant a lot to them. He is afraid that if things continue as they are, it will not be good. In regard to the opposition, he has heard a lot of talk but no action. Why don't they put their heads together and resolve this problem and come up with a plan, no one has come up with another plan for the property. On one side of the church there are three residents, on the other side there are four residents, which makes seven residents within three or four blocks. Is that justifiable for voting no? No, it is not. He is afraid that Hamilton Avenue is going to be renamed Eyesore Lane because of the blight that will happen if the school property is not developed. He asked the no voters to please help them pass this resolution and make Cedarburg a better place to live. He suggested an option for this property or for Hamilton Road, he is one of those horrible renters who lives on Spring Street which is a slope similar to Hamilton Road, in the summer they have carloads of young people who use the newly paved Spring Street for skateboarding. This goes on night and day. He suggested that maybe Hamilton Road could become a raceway for skateboarders and they could use the former school as a hall for their purposes. Another option is making a zip line down Hamilton Road. Seriously, he hoped the Council votes in favor of the rezoning, it will do a lot of good for Cedarburg. It is economical, common sense, logical, and a practical purpose for the property.

Jason Piunti, W75 N1011 Montgomery Avenue, thanked the Mayor and Common Council for their time and passion to listen to both sides. His family moved to Cedarburg seven years ago for the people and the community, it was not the buildings. He sees more and more people leaving and going to other cities and communities because they do not have the opportunity to stay here. Residents having the opportunity to rent and have the opportunity for the high end amenities could choose to stay here. This is a loss to Cedarburg and community and the people. Vote yes for this so you can keep the great people in the City of Cedarburg, to continue to grow and keep the same value system, the same structure that is here and available for their children and the next generation. Please vote yes.

Linda Smith, N32 W7367 Lincoln Boulevard, has lived in Cedarburg since 1970 and has seen a lot of changes happen. When she first moved to Cedarburg the Mill was about ready to be torn down, but Jim Pape stepped forward and had the vision to see something greater. Many people in community have given their heart and soul over the years to try to preserve what special place this is and make it even better. The Hayes' have donated hundreds of hours to this community to help make it what it is. Linda Smith worked on the Visioning Committee, Master Plan Committee,

Cedarburg Festivals Board, and the Board of Appeals. When she served on the Board of Appeals, they had to turn down citizen's requests to make a small addition to their home or to add that second stall to their garage because they did not comply with the current City Codes or they did not have enough green space or it would present a hardship to their neighbors. Now the Council is willing to throw out all of the ordinances and codes for this project which violates seven of the current Code and ordinances. What makes this project special and worth destroying the current Zoning Code? By the way, many people served on the committees to develop these Codes and ordinances and plans for the City. Now they will be cast aside because somebody is willing to pay a little bit more than maybe some of the local developers would. She does not think this is planning for the future by selling out to the highest bidder. Sure, St. Francis Borgia wants to sell their property, but she spoke with an architect last week that said he submitted a proposal for the property and it was not for a \$1 million, now she is hearing the property is available for this amount. They were told it was \$1.5 million and there were five other people who submitted proposals to Barry and they were shot down. The architect she spoke to told her that it took three months to even get the basic information from Barry about what was allowed in this development. She knows there are other developers who would be jumping at the opportunity to submit a new plan now that the sale is \$1 million. This is a big difference for someone who has to do environmental cleanup. She asked how many would want to move into this property for \$2,000/month. She does not think that many Cedarburg residents in their golden years are going to spend \$2,000/month for rent. She can stay in her own home, her mortgage is paid, her property taxes are \$800/month, why would she want to live somewhere where she would not own her own property and have to smell someone else's food cooking down the hallway, or listen to someone else's dog barking all evening, or listen to someone else's music or the party they are having. Renting is not all it is cracked up to be. She went through this as a single person and she does not care to go back to that again in her golden years. Keep in mind; this is not the only proposal that will come forward. The architect she spoke to said "We are all just waiting because we know that if this falls through there is going to be a lot more of us beating a path to the door to bidding on this project." She asked how many people would want to have one of these buildings built next to their home. She asked the Council to be fair to the people in this neighborhood and vote no. It is not a good deal and the best proposal for this property, it is too dense, it violates too many Codes.

Tony DeRosa spoke in response to the public comments. He stated that before HSI started thinking about developing in Cedarburg, they reached out and did some homework in regards to current City leadership and appetite for development in general. Historically, Cedarburg has not always been pro development but after doing their homework they concluded that City leadership was different, new and open to looking at new development. He clarified a few things he heard from the opposition tonight. He did not say that Cedarburg is stagnant – he said Cedarburg cannot be stagnant. The reality of the situation before the Council this evening, is that the property is privately owned, this is not owned by the City and the Council is making a decision tonight based on the plan that is before them. He is also not hearing from the opposition any viable alternatives. If this was 36 units as recommended by the neighborhood, they would still be here having a debate over 36 units. No one has been able to articulate what that thing will all of sudden happen if Arrabelle is built. No one is talking about the benefits to the downtown businesses. There is a big difference between perception and reality. At previous meetings he stated that it is not a matter of if this property will be developed, but rather when and by who. After going through this process for the past nine months, he cannot say that anymore with confidence. If Arrabelle does not move forward, he is not convinced there is another developer out there after witnessing these past nine months would have interest in developing there. People have taken notice of what is happening and there is little confidence in the developer market that if this high quality type of project does not get

support, what will. Some people mentioned the character of Cedarburg with this school. What happens to the character of the community if the school continues to be broken into and sits vacant for 10 years. No one is talking about that. Arrabelle will not add to the traffic, the traffic study will substantiate that as a condition of their approval. There will never be a consensus no matter what is proposed. He encouraged the Council to do what is best for the City. In terms of a cross access easement agreement, he has no problem making that a condition of approval as he has agreed to this and will put it in writing. The Council needs to fully understand what happens after tonight. If you vote yes, they will move forward to the next step and they start working on detailed plans and design that has not started yet. If you vote no, the church which has continued to market this property for sale will continue to do so and those types of buyers will be brought forward that fit within the current zoning by permitted uses. These do exist. Those opposed, say vote no, let's all work together as a neighborhood and get exactly what we want; the problem is that is not the reality. If people like it or not, that is not how this process works. An institutional use could move forward without the City or even the neighborhood having any input on what happens here. Lastly, Cedarburg is a great community and that is why he is still around after nine months of this process. As said earlier, it is the people of Cedarburg that make it great not just its buildings.

Mayor Kinzel asked for any final comments or questions at this time.

Dan Carr commented that Mr. DeRosa is being irrational about the community. He has attended other meetings and he is very demeaning to this group. They live and pay taxes here; Mr. DeRosa will leave with his money. The last statement, that they don't understand, is demeaning. Do they want someone that owns something in the community that does not live here? That is demeaning. Dishonesty is number one.

Vera Brissman stated that it has been brought up many times about the St. Francis Borgia property being an eyesore, dilapidated and broken into. If a citizen happens to be a snowbird, someone needs to take care of their property and this is St. Francis Borgia's responsibility to take care of their property. As far as she knows, they have not abandoned the property. They need to stop saying the property will be dilapidated unless they choose to stop taking care of it anymore.

A citizen said that he would put a chain link fence around the property to prevent intruders. If the neighborhood wants this, they should ask for it.

Irene Clausen suggested that St. Francis Borgia take the debt off the property and ask the people to contribute, as they have, and give the property to the City to make a meditation garden.

Donna McElligott said that she never considered herself the opposition. She is their neighbors and they are going to be here. She has nothing but compassion in all sincerity for every single member of St. Francis Borgia Church as she is a product of Catholic schools along with her husband. They are coming to the City asking for them to understand that they are all here because they love their neighborhood. For those who have chosen to live in new subdivisions, that is their choice. They have chosen historic homes, smaller scale, and they are asking the people to respect their choice. She asked the Council and specifically Council Member Regenfuss to help them maintain this style. Please consider them, they are not the enemy.

Mayor Kinzel asked for any further comments three times.

Motion made by Council Member Thome, seconded by Council Member Czarnecki, to close the public hearing to consider Resolution No. 2017-04 at 10:45 p.m. Motion carried without a negative vote.

City Attorney Herbrand outlined the steps to be taken from this point. There are three action items before the Council tonight. In the end, the developer needs approval for each item to do what they are asking to do. He stated that a protest petition has been filed and this will require a 75% vote or six votes to pass the rezoning; however, the petition only applies to action items 7.B. and 8.A., as these are rezoning items under Chapter 62.23 of the State Statutes. Item 7.A. requires a majority vote or a minimum of four votes to pass.

In answer to Mayor Kinzel's question, City Planner Censky stated that if the Council approves item 7.A. and denies the second action then the first one really fails because they are tied together.

City Attorney Herbrand stated that essentially all three items need to pass to continue the development process of the proposed site.

Council Member Czarnecki stated that this format has been terrific. He also serves on the Plan Commission along with the Common Council. He approximated 22 hours of discussion on this topic. He likes the focus and format allowing two minutes of discussion because it worked well for everyone involved. He thanked the volunteers of the Boards and Commissions that make Cedarburg great. At times what is missed is that everyone involved are volunteers. Everyone chooses to come forward to do what they think is best for the City. He thanked City staff for all of their hard work; he especially expressed gratitude to Planner Jon Censky, Administrative Secretary Darla Drumel, Attorney Herbrand for his steady demeanor, City Administrator/Treasurer Christy Mertes and City Clerk Connie McHugh. As a Council Member and Plan Commission Member he has come to understand the gravity of his position and others positions in what represented democracy means. He can say that no one sitting on this stage or at this table takes tonight's vote lightly. In regard to a gentleman's comment about the rush to sell this site, he has lived in Cedarburg since 2002 and he understood that it was the wish of St. Francis Borgia to build a new school and things were set in motion five years ago and were understood in Cedarburg. More than two years ago St. Francis Borgia began formally marketing their three acre site. In 2015, a group put in a contract and nothing happened. HSI came forward in the middle of 2016 approximately nine months ago. Through the efforts of concerned neighbors, the developer has significantly reduced the size of the project from 100 units to 69 units on the three acre site. Through numerous meetings with staff, neighbors, and at times the neighbor's legal counsel, the site layout and buildings have been altered all in consideration of the near neighbors. This project, if approved tonight, will continue to go through further refinements at subsequent meetings. He promised that all concerned, staff, elected officials and members of the various commissions and boards will continue to watch the progress closely and guide the details of this project into a project the City can be proud of including landscaping, lighting, traffic impact and more. Since day one, he has paid attention to the business impact of this development to include the bars and restaurants downtown. It is very interesting and telling in regard to this development that no business came forward this evening. (A citizen interjected that is because they do not want to lose business.) He realized this after talking to different business owners and they understand the impact of this development as well. Everyone's voices have been heard and he suspects that some in attendance do not feel this is a correct statement. It might shock both the opponents and proponents of the project that their opinions of the project are the exact opposite of their own. The Council has heard all the voices and there may be a difference of opinion. Everyone believes there is something special in Cedarburg,

this place is different and unique and those fortunate enough to be born here, good for you, he found Cedarburg. Cedarburg is not defined by its buildings; it is in fact the people. He thanked AEG and HSI for their professionalism and patience in the process as it has been greatly appreciated. The community's thoughts and concerns are also appreciated. He thanked everyone for attending. It is because of the efforts of the proponents and the opponents that the City has a fine project tonight to consider. He thanked the Common Council Members; the decision is on their shoulders and they are only voting on this project that has been proposed. They are collectively Cedarburg here tonight to vote on this project. It is truly humbling and he is very honored to represent everyone in the City.

Council Member Arnett thanked Mayor Kinzel, fellow Common Council Members and City staff. This has been a difficult issue for everyone and it is a big decision for Cedarburg. It is something that he has taken very seriously along with everyone. The project has been divisive and we have all seen the competing signs and it is the first thing people bring up. It has been on his mind for many months and he is sure the Council feels the same way. He put many hours of research into this project and he is sure that he is not alone. As an example of the commitment, every Council Member was at last week's Plan Commission meeting listening. No matter what is decided this evening, many people will be disappointed. If the project is approved, many neighbors near the site and other concerned citizens will be very upset. If the project is rejected, many people who support Arrabelle will be angry. This Council has a terrific combination of wisdom, experience, and fresh ideas. He is confident that whatever decision is made, will be the right one. He thanked Mayor Kinzel for the manner in which he handled these proceedings because it is tough to balance the rigid enforcement of the two minute rule with the desire to allow people to speak. Cedarburg is an involved community comprised of all the organizations that make up Cedarburg; PTA groups, Rotary, government boards and commissions, Cultural Center, Museum, Education Foundation, Fire Department, athletic support groups, etc. He believes everyone is involved because they care deeply about Cedarburg and this passion has been shown tonight. He thanked everyone for their emails, speeches and signs as he has read each one along with speaking with many people. The arguments against this project boil down to a few major themes: traffic, density, too many units, exceeds smart growth; too high, negative impact on the historic nature of the City/gateway, a different development would be better suited for this site along with the concept of ownership vs. rental. They have listened and heard all of the concerns. The general arguments for the project include: looks nice, fits in with the image of Cedarburg, replaces a vacant building, supports downtown and the historic district, it fills a need because there is very little new product in Cedarburg and some financial benefits such as tax base and impact fees. They have listened and heard both sides. For the record, his vote will have nothing to do with the Church's mortgage; it is irrelevant in his mind. He pointed out that the Smart Growth Plan does not permit single homes; the very minimum is ten units per acre. He quoted the following from the Smart Growth Plan, "It is not intended to be considered rigid and unchangeable but rather is viewed as a flexible guide to help City officials and concerned citizens review development proposals....and as conditions change from those used as a basis to the preparation of this (now nine year old) document. The plans should be revised as necessary." The Smart Growth Plan outlines 16.1 units per acre, an arbitrary number that comes from the underlying zoning, and the plan is considering 18.2 units per acre tonight.

Council Member Verhaalen stated that St. Francis Borgia's financial responsibility definitely should not be part of the Council's vote tonight. He looks at this as a yes or no vote. Yes, means they move forward with the plan and a no vote could mean many things: the property sits vacant, HSI will revisit the proposal again, a different developer will come forward with a development that does not need a zoning change such as industrial or institutional. Or another developer comes

forward that does need a zoning change that St. Francis Borgia approves of. These are the options, and the Council does not have a crystal ball to look forward. They are not sure the development will be exactly as shown in their renderings; they do not know what will happen if nothing is built on the site, or even if something else will come forward. The Council tries to look at past history and make the best guess they can. He emphasized that this is not an easy decision for the Council and they understand the impact the development has on the community. It is an entry to the historic district.

Council Member O'Keefe thanked everyone for their emails, phone calls and personal conversations. The passion and the concern of the community are incredible and should be congratulated. He thanked everyone for their input. He started leaning no for this project because he had concerns about the density and the design of the project. He saw HSI come back with several revisions, reducing the development by 30% and different roof levels, double gable design, and some front porch entries. He thinks it looks like Cedarburg. When you are on the Council, the individual needs to throw everything on a scale and his scale is what is best for the City of Cedarburg. With positives on one side and negatives on the other, they need to make the best decision they can. No Council Members are taking this lightly and are passionate themselves and careful to do a lot research. He worries that perception against any kind of development is really going to inhibit Cedarburg from developing the areas that are underutilized or contaminated such as Amcast that they would really like to clean up. The only way this can be done, other than spending millions and millions of tax dollars is to develop these areas. He has heard negative comments about bringing this property back onto the tax rolls and he does not understand this. If the Council is guilty of trying to maintain the taxes, then yes they are guilty. In closing, he worries that the greatest threat to the City is a certain degree of stagnation. He thinks the greatest asset, other than the people, is the historic downtown. In contrast to some who think that this will damage the downtown, he thinks this is a way of actually keeping the historic district alive and vibrant. If you don't do anything, nothing will ever be done.

Council Member Thome stated that her thoughts are not going to be coordinated; they will be a series of thoughts and comments. Her first home was on Hilbert Avenue and their youngest daughter learned to ride her bike there. She is not taking this lightly. Ultimately, they are looking for what is best for the City of Cedarburg. The proposal in front of them is what they are responsible for reviewing and voting on. They have examined, reviewed, agonized, questioned and have walked and lived the area; they have listened and talked with many people. She stated that she appreciates the emails, letters, calls from residents from both perspectives. She saw a lot of faces in the audience that she has known for years and others she has gotten to know better over the last couple of months. She clarified some statements that she heard: she verified with Planner Censky that the original plan showed setbacks that were pretty much in compliance. She corrected that the Plan Commission asked that the buildings be moved street side to create walkability and a friendliness and accessibility within the neighborhood. Particularly the townhomes that have street access will provide this. She believed that was how the large setback change occurred. Others have shown concern about stormwater retention and seeing retention ponds or activities occur in that area, she guaranteed that whatever is built there will be stormwater compliant because those are the rules that need to be followed. It is different than when the Wittenberg subdivision was originally developed. Finally, she expressed how hard this decision is. Two people who she respects, more than imaginable, Al Lorge and Paul Hayes. These are two people in the community that she has looked up to for a long time. They have opposite views on this development and it is hard for her. If the development is approved, there is a long way to go before it is actually finalized. There are a lot decisions to be made going forward and there is a lot of examination. In defense of HSI, if

indeed this development passes, the City is fortunate to be working with these people because they have been credible, honest and polite. She knows that emotions become involved with all of this.

Council Member Regenfuss stated he thought that everyone could agree on the uniqueness of this site and it's irregular shape, location, presence of the church building and the unique opportunity it presents for the City. He appreciates the passion from the residents on both sides, echoing that they have spent a lot of time reading emails and taking phone calls. At 89 units, he had some reservation; however, the revised plans show they have listened. He thought they need everyone's passion towards design, material and landscaping. As well as making sure they have a safe and reasonable traffic flow.

Council Member Dieffenbach thanked those who have yes and no signs, sent emails and letters, as they were very helpful in his vote. He thanks each of them for coming forward and he hopes their interest in the proposal does not mean they are single issue constituents. Regardless of tonight's vote, we need you to follow all issues facing Cedarburg and respond by voting and or running for future office. He favors many of the changes made to the original sketches; however, there are many areas that need to be further revised. He is not an architect; he does not fully understand the proposed building footprint, use of construction materials, and the parking arrangements. Other City committees with more appropriate architectural credentials will determine the final look of the project based on more complete design documents than are available today. He thinks the townhouse section is compelling and he feels that the developer is valuable. He also understands the passion of the contiguous neighbors who want to get it right for the neighborhood and also the need to bolster the City's tax base. He visited the HSI Wells Street Station multi-family project in Delafield and personally he does not feel the project was harmonious to the adjacent structures. He understood from talking to the planner in Delafield, HSI was very cooperative and professional and delivered a design that was pleasing and agreed to by the neighboring businesses, residents and the City.

Motion made by Council Member Arnett, seconded by Council Member Dieffenbach, to adopt Resolution No. 2017-04 amending the City of Cedarburg Comprehensive Land Use Plan – 2025 for the properties located at N44 W6035 and N43 W6005 Hamilton Road and the parking lot across the street along with the vacant parcel located between the parking lot and Spring Street from the High Medium Density Residential (5.2 to 10.8 units/acre) Use classification as referenced in the text of the plan and the High Density Residential (10.9 to 16.1 units/acre) Use classification as shown on the map, to the High Density Residential (18.24 units/acre) Use classification and Medium Density Residential (12,000 square feet) for the 17,000 square foot area on Spring Street. Motion carried without a negative vote.

PUBLIC HEARING - CONSIDER ORDINANCE NO. 2017-08 TO REZONE PROPERTIES LOCATED AT N44 W6035 AND N43 W6005 HAMILTON ROAD AND THE PARKING LOT ACROSS THE STREET ALONG WITH THE VACANT PARCEL LOCATED BETWEEN THE PARKING LOT AND SPRING STREET FROM I-1 INSTITUTIONAL AND PUBLIC SERVICE DISTRICT TO RM-2 (PUD) AND RS-3 PUD MULTIPLE-FAMILY RESIDENTIAL DISTRICT, SINGLE-FAMILY RESIDENTIAL DISTRICT AND PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT; AND ACTION THEREON

Mayor Kinzel declared the public hearing open at 11: 15 p.m. to consider Ordinance No. 2017-08 and verified with Deputy Clerk Kletzien that this public hearing was properly noticed.

Planner Censky stated that the intent is to rezone the site from I-1 Institutional and Public Service District to RM-2 Multi-family Residential and RS-3 single family for the area fronting on Spring Street. Those are the base zoning districts; the entire project area will be covered by the Planned Unit Development District which serves to tie this entire project together as one unified development project. It is this district that provides the flexibility for the Council to consider certain adjustments to the Zoning Code.

Mayor Kinzel clarified that the PUD is a tool that is utilized quite a bit for the last fourteen or fifteen years. It is way of trying to mold the project to the best of the City's needs and allowing maybe less density in one place in exchange for more density in a different area, while also looking at the big picture. This is a rezoning item, it is not that the Council is breaking any ordinances; they are rezoning the project with a PUD overlay so they can incorporate the various aspects of the project. The zoning is different than it was before and that is why they have gone through this process.

Mayor Kinzel asked for any comments three times.

Motion made by Council Member Thome, seconded by Council Member Czarnecki, to close the public hearing to consider Ordinance No. 2017-08 at 11:18 p.m. Motion carried without a negative vote.

City Attorney Herbrand clarified that there is a valid protest petition attached to this item and that means that a favorable vote of six of the seven Council Members is necessary. He stated they have been provided with a PUD ordinance by the City Planner. The PUD ordinance sets forth basics for consideration that is covered in the Planner's report. As noted, Planner Censky has spoken with all Department Heads including the Police Chief and Fire Chief when reviewing this proposal and all of the comments from them are factored into the report. At the end of the report are 13 conditions of approval and that any motion should be subject to or conditioned upon the 13 conditions set forth in the Planner's report.

In response to Council Member Verhaalen's question, Planner Censky verified that there is a parking restriction on the school side of Hamilton Road from 7:30 a.m. – 3:00 p.m. This restriction is left from when the school was in operation and it will need to be discussed at the Public Works Commission.

Motion made by Council Member Arnett, seconded by Council Member O'Keefe, to adopt Ordinance No. 2017-08 to rezone properties located at N44 W6035 and N42 W6005 Hamilton Road and the parking lot across the street along with the vacant parcel located between the parking lot and Spring Street from I-1 Institutional and Public Service District to RM-2 (PUD) and RS-3 PUD Multiple-Family Residential District, Single-Family Residential District and Planned Unit Development Overlay District subject to the following conditions:

1. Submittal of a traffic impact study prior to approval of the final detail plans.
2. The exit onto Washington Avenue will need to be posted "No left turn" or designed to functionally prohibit left turns.
3. Submittal of the detailed site, architectural, landscaping, exterior light, etc. after the Common Council's decision on the rezoning request.
4. A development agreement to be processed along with the review and approval of the final detailed plans.
5. Grading, drainage and storm water management plans will be required.

6. Impact fees due at time of building permit acquisition.
7. Building must meet all State Fire Codes (sprinkler, alarms, access, etc.)
8. Submittal of a cross-easement to allow parishioners the right to use the 39 surface stalls when needed.
9. Submittal of a Certified Survey Map of the project area.
10. Direct all sanitary sewer laterals to Hamilton Road.
11. Post development runoff shall not exceed redevelopment conditions.
12. Building must meet all State and local Fire Codes.
13. All elevators must be able to accommodate the ambulance cot.

Motion carried without a negative vote.

UNFINISHED BUSINESS

CONSIDER ORDINANCE NO. 2017-09 TO REZONE THE PORTION OF PROPERTIES LOCATED AT N44 W6035 AND N43 W6005 HAMILTON ROAD WHERE THE RECTORY IS LOCATED TO REMOVE THE HPD, WASHINGTON AVENUE HISTORIC PRESERVATION OVERLAY DISTRICT; AND ACTION THEREON

Mayor Kinzel introduced the consideration of Ordinance No. 2017-09.

City Attorney Herbrand stated that the last action item resulted in rezoning the parcels and this parcel was rezoned to RM-2. This action item is to remove the property from the Historic Preservation District designation. This will allow for the removal of the rectory building. Again, this will require a super majority vote to pass and the only other contingency he mentioned is that the item came from the Plan Commission that no raze permit would be granted until all development plans have been approved. He suggested that any motion to approve Ordinance No. 2017-09 should be contingent upon the same condition from the Plan Commission.

In answer to Council Member Thome's question, Planner Censky confirmed that this action is specific to this developer through the PUD and if the project is not built, then removal of the rectory would need to be considered again with any other development proposal.

In answer to Council Member Dieffenbach's question, City Herbrand explained that if the Council wishes to turn the decision of razing the rectory over to St. Francis Borgia in the event the project is not built then the Council would not include the contingency that came from the Plan Commission.

Motion made by Council Member Arnett, seconded by Council Member Thome, to adopt Ordinance No. 2017-09 to rezone the portion of properties located at N44 W6035 and N42 W6005 Hamilton Road where the rectory is located to remove the HPD, Washington Avenue Historic Preservation Overlay District under the stipulation that the razing permit shall be withheld until the final detailed plans of the 69 unit apartment complex have received approval from the Plan Commission and the Common Council.

Motion made by Council Member Dieffenbach to add an amendment to eliminate the stipulation that the razing permit shall be withheld until the final detailed plans of the 69 unit apartment complex have received approval from the Plan Commission and the Common Council, as the church should have control over their property. Motion died for lack of a second motion.

Motion carried without a negative vote to adopt Ordinance No. 2017-09 with the contingency.

CONSIDER PAYMENT OF BILLS FOR THE PERIOD 02/24/17 THROUGH 03/06/17, TRANSFERS FOR THE PERIOD 02/28/17 THROUGH 03/08/17, AND PAYROLL FOR THE PERIOD 02/12/17 THROUGH 02/25/17; AND ACTION THEREON

Motion made by Council Member Czarnecki, seconded by Council Member O'Keefe, to approve payment of bills for the period 02/24/17 through 03/06/17, transfers for the period 02/28/17 through 03/08/17, and payroll for the period 02/12/17 through 02/25/17. Motion carried without a negative vote.

ADMINISTRATOR'S REPORT - None

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

COMMENTS & ANNOUNCEMENTS BY COUNCIL MEMBERS - None

MAYOR'S REPORT - None

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Czarnecki, to adjourn the meeting at 11:26 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC
Deputy City Clerk

CITY OF CEDARBURG

ORDINANCE 2017-04

SEC. 7-1-26 KEEPING OF DOMESTICATED CHICKENS

**An Ordinance Creating Section 7-1-26
Of the City of Cedarburg Code of Ordinances**

WHEREAS, the City desires to provide for the health, safety, and well-being of its residents, to ensure and maintain property conditions and values, and to provide a domestic and sustainable source of nourishing food through limited chicken egg production in a residential environment respecting its urban surroundings and rural origins;

THEREFORE, the Common Council of the City of Cedarburg, Wisconsin do ordain as follows:

That a new section be created in the City of Cedarburg Code of Ordinances as follows:

SEC. 7-1-26 KEEPING OF DOMESTICATED CHICKENS

(a) Purpose. The purpose of this section is to establish conditions under which small-scale keeping of domestic chickens for personal use and enjoyment may be permitted on lots zoned for single-family residential use.

(b) Definitions. In this section:

- (1) "Abutting property" means all real property that in any way shares a boundary with the real property of the applicant or permittee.
- (2) "Chicken" means a female hen (*Gallus domesticus*) of any age, including chicks. "Chicken" should be interpreted to encompass the singular and the plural.
- (3) "Coop" means an enclosed structure in which a chicken roosts or is housed.
- (4) "Rear yard" has the meaning set forth in Section 13-1-240(b)(123), as amended, of this Code.
- (5) "Side yard" has the meaning set forth in Section 13-1-240(b)(131), as amended, of this Code.

(c) Permit and Compliance With Section Required.

- (1) No owner of real property shall keep or allow to be kept a live chicken within the City without a valid permit issued under this section.

(2) No occupant of real property shall keep or allow to be kept a live chicken within the City unless the occupant holds a valid permit issued under this section or the owner of the real property holds a valid permit issued under this section.

(3) No owner or occupant of real property shall keep a live chicken within the City contrary to the terms of this section or contrary to the terms of any permit issued under this section.

~~(3)~~(4) Nothing in this Section shall be interpreted to invalidate deed restrictions or other real property restrictions or covenants that may prohibit the keeping of chickens within local areas or subdivisions within the City.

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(d) Procedure Governing Permits.

(1) To apply for a permit under this section, the applicant must complete and submit the following to the Building Inspector:

- (i) An application form signed by all owners of record. If an owner of record is a trust or business entity, the application form shall be signed by the trustee, a corporate officer, or member or manager of a limited liability entity. If the applicant is a tenant or occupant of the premises, the application form must be signed by the applicant and be countersigned by all owners of record as evidence of the owner's consent to the tenant or occupant obtaining a permit.
- (ii) The registration number of the applicant's completed Livestock Premises Registration with the Wisconsin Department of Agriculture, Trade, and Consumer Protection;
- (iii) A non-refundable application fee as set forth in the annual fee schedule;
- (iv) A site plan showing the location of all structures located on the applicant's real property, the location of all structures located on all abutting property, the coop design, and the site of the proposed coop.

(2) Each permit shall pertain to a single parcel of real property as set forth in the property tax records of the City.

(3) A permit shall be issued only for a parcel which is zoned for single-family residential use. No permit shall be issued for any parcel which contains a condominium, duplex, or any type of multi-family residential use.

(4) Each permit shall allow the keeping of no more than four (4) chickens in strict compliance with the conditions set forth in subsection (e).

(5) A permit shall not be transferable in any way.

- (6) The permit year commences on January 1 and end on December 31 of each calendar year. Permits applied for after January 1 of a year will expire on December 31 of that year; permit fees shall not be pro-rated.
- (7) If there are no changes to be made to the information submitted in the original application, a permittee shall renew the permit annually by paying the renewal fee. If the permittee wishes to make changes, the permittee shall submit a new full application.

(e) Conditions for Keeping Chickens. The following conditions shall apply to each permit issued under this section:

1. No roosters or other crowing fowl are permitted.
2. Noise from chickens shall not be so loud as to disturb a person of ordinary sensitivity.
3. No chicken may be kept within a principal residence ~~or a garage~~.
4. Chickens shall be kept as pets and for personal use only. No owner shall sell or barter eggs or engage in chicken breeding or fertilizer production for commercial purposes;
5. Chickens shall be housed in a coop. A coop shall be no less than three (3) cubic feet of space per chicken and must be connected to a secured and fully ventilated pen (also required) which contains not less than seven cubic feet of space per chicken and an appropriately sized nesting box (also required) at a rate of not less than one box per two birds. Pens shall be properly sized as will permit full spread of the kept birds wingspan and allow each chicken to walk and run. An existing garage, shed, or small structure may serve as a coop if compliant with the remaining terms and conditions of this Section.;
6. In the event that the coop is properly screened from view from the street, it may be allowed in the side yard. In all other cases, No person shall keep a chicken in any location on the property other than the rear yard.
7. All coops, pens, nesting boxes, and any other structure or enclosure associated with the keeping of chickens must be located at least 30 feet from a neighboring residential structure, not including a detached garage, at least five (5) feet from a side or rear property line and at least five (5) feet from the residence on the property where the chickens, or other similar domesticated fowl, are kept.
8. Coops and pens shall not be located closer than 75 feet from the ordinary high water mark of a lake, stream, creek or river.
9. Upon death of a chicken, the permittee must promptly dispose of the chicken in a sanitary manner;
10. The onsite slaughtering of chickens is prohibited;
11. Chickens shall be kept and handled in a sanitary manner.
12. Chickens must be kept in a coop and pen when not being monitored by a responsible individual. When allowed to roam free, chickens must be monitored and within a fenced enclosure. Chickens shall be secured in the coop during non-daylight hours;

13. The coop and pen system shall be properly designed, laid-out and maintained as will provide safe and healthy living conditions for chickens while minimizing adverse impacts on the neighborhood through use of material, colors, architecture and special site design that are complimentary to the existing buildings on the premise and in the surrounding area. The City Building Inspector shall have final authority for coop design.
14. All coops must be clean, dry and kept in a neat and sanitary condition at all times.
15. The coop shall be enclosed on all sides and have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire or fencing of no more than one-inch openings.
16. All enclosures must provide adequate ventilation as well as sun protection, and be sanitary, insulated, weatherproofed and impermeable to rodents, wild birds and predators, including dogs and cats. These enclosures must also be sound and moisture-proof and maintained in good repair with sufficient space for freedom of movement and retention of body heat with elevated perches for natural roosting position. The nesting boxes must be elevated off the ground;
17. Provisions must be made for the routine removal and lawful disposal of chicken waste in order to prevent any adverse effects related to odor or unsanitary conditions;
18. Chickens shall not be turned loose or taken to the local humane society when no longer wanted.
19. In addition to compliance with the requirements of this section, no one shall keep a chicken that causes any nuisance, unhealthy condition, creates a public health threat, or otherwise interferes with the normal use of property and the enjoyment of life by humans or other animals.

(f) Inspection and Orders. The City shall have the power, whenever it may deem reasonably necessary, to enter a structure or property where a chicken is kept to ascertain whether the permittee is in compliance with this Section. The permittee shall be responsible for all costs associated with inspections. In addition to all other remedies available to the City, the Building Inspector may issue orders requiring compliance with the provisions of this Section.

(g) Permit Revocation. In addition to all other remedies available to the City, the City shall revoke a permit issued under this section in the event that the Building Inspector has issued two or more violations of this Section to a permittee. Once a permit is revoked, it shall not be reissued.

This ordinance shall take effect upon passage and posting.

Passed and adopted this 27th day of March 2017,

Kip Kinzel, Mayor

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ATTEST:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

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CITY OF CEDARBURG
ORDINANCE NO. 2017-07
SEC. 7-1-25 PENALTIES

An Ordinance Amending Section 7-1-25(a)
of the City of Cedarburg Code of Ordinances

WHEREAS, the City created Section 7-1-26 of the Code of Ordinances, allowing for the keeping of domestic chickens; and

WHEREAS, the City now wishes to amend its enforcement ordinance, to include Section 7-1-26;

THEREFORE, the Common Council of the City of Cedarburg, Wisconsin do ordain as follows:

Section 7-1-25(a) is hereby amended as follows:

7-1-25(a) Any person violating Sections 7-1-15, 7-1-16, 7-1-17, 7-1-18, 7-1-19, 7-1-20, 7-1-21, 7-1-22, 7-1-23, 7-1-24, or 7-1-26 shall be subject to a forfeiture of not less than Fifty Dollars (\$50) and not more than Two Hundred Dollars (\$200). This Section shall also permit the City Attorney to apply to the court of a competent jurisdiction for a temporary or permanent injunction restraining any person from violating any aspect of this Ordinance.

This ordinance shall take effect upon passage and posting.

Passed and adopted this 27th day of February 2017.

Kip Kinzel, Mayor

ATTEST:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. A.

TITLE: Consider application from The Shinery LLC, Elizabeth Reissmann, Agent, for a “Class A” liquor license for The Shinery, W63 N706 Washington Avenue for the period ending June 30, 2017; and action thereon

ISSUE SUMMARY: The owners of the Shinery LLC have applied for a “Class A” liquor license for The Shinery. The Shinery is business that sells moonshine (for off-premise consumption and limited sampling) and moonshine related products.

There is no quota on Class A licenses.

STAFF RECOMMENDATION: N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: \$500 per year license fee

ATTACHMENTS: None

INITIATED/REQUESTED BY: Troy and Elizabeth Reissmann

FOR MORE INFORMATION CONTACT: Connie McHugh, City Clerk

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. B.

TITLE: Consider request for authorization to hire a Police Officer due to a retirement and consider request to promote an officer to Detective Sergeant; and action thereon

ISSUE SUMMARY: With Detective Sergeant Vahsholtz's retirement, the Cedarburg Police Department will be one officer position below the usual staffing level of 20. I am requesting permission to hire an officer to replace Detective Sergeant Vahsholtz's vacancy when he retires on May 3, 2017 as planned. I am also requesting authorization to fill the opening created by his departure.

STAFF RECOMMENDATION: Authorize the hiring of one officer to fill the vacancy created by Sgt. Vahsholtz following his retirement and promotion of one current officer to fill his position.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: Positive impact as the new officer will take 4 years to reach the top pay level.

ATTACHMENTS: None

INITIATED/REQUESTED BY: Chief Thomas J. Frank

FOR MORE INFORMATION CONTACT: Chief Frank, 375-7620

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. C.

TITLE: Consider bids received for the 2017 Street and Utility Contract; and action thereon (Public Works and Sewerage Commission 3/9/17)

ISSUE SUMMARY: Staff advertised for and received bids for the 2017 Street and Utility Construction Contract. A total of eight bids were received, with the low bid coming from PTS Contractors, Inc. in the amount of \$1,517,750.00.

PTS Contractors, Inc. has successfully completed several other similar projects for Cedarburg in the past.

STAFF RECOMMENDATION: Staff recommends award of the 2017 Street and Utility Construction Contract to PTS Contractors, Inc. on the basis of their low unit price bid of \$1,517,750.00.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: The Public Works and Sewerage Commission recommended award of the 2017 Street and Utility Contract to PTS contractors, Inc. on the basis of their low bid of \$1,517,750.00.

BUDGETARY IMPACT: The bidding was very competitive this year and the \$1,517,750.00 bid is well under our estimate and within budget. Funding for the project is from the Sanitary Sewer Reconstruction fund, Storm Sewer Capital, Street Capital, and Water Capital budgets.

ATTACHMENTS: Bid tabulation spreadsheet
Breakdown by budget

INITIATED/REQUESTED BY: Tom Wiza

FOR MORE INFORMATION CONTACT: Tom Wiza-Director of Engineering and Public Works
262-375-7610

Streets					
Item #	Description	Units	Quantity	Unit Price	Total
1	Paving Mobilizations	EA	3	\$ 1,220.00	\$ 3,660.00
2	Traffic Control	LS	1	\$ 12,798.00	\$ 12,798.00
3	Common Excavation	CY	9,600	\$ 12.00	\$ 115,200.00
4	Geogrid	SY	2,500	\$ 2.00	\$ 5,000.00
5	1-1/4" Dense Graded Base Course	TON	5,500	\$ 10.70	\$ 58,850.00
6	3" Dense Graded Base Course	TON	7,000	\$ 14.00	\$ 98,000.00
7	Finish Grading	SY	24,700	\$ 0.60	\$ 14,820.00
8	Hot Mix Asphalt Pavement	TON	7,800	\$ 52.50	\$ 409,500.00
9	Tack Coat	GAL	1,600	\$ 2.00	\$ 3,200.00
10	2" Temporary Asphalt	TON	10	\$ 102.00	\$ 1,020.00
11	18"-24" Concrete Curb & Gutter Remove & Replace	LF	1,650	\$ 32.00	\$ 52,800.00
12	5" Concrete Sidewalk Remove & Replace	SF	2,750	\$ 6.80	\$ 18,700.00
13	7" Concrete Sidewalk/Driveway Remove & Replace	SY	300	\$ 62.40	\$ 18,720.00
14	Curb Ramp Detectable Warning Field (24"x48")	EA	6	\$ 305.00	\$ 1,830.00
15	Sawing Pavement	LF	700	\$ 2.00	\$ 1,400.00
16	Water for Dust Control	MGAL	100	\$ 51.00	\$ 5,100.00
17	Restoration	SY	1,500	\$ 4.70	\$ 7,050.00
49	Existing Manhole Adjustment	EA	2	\$ 278.00	\$ 556.00
Total =					\$ 828,204.00

Storm Sewer					
Item #	Description	Units	Quantity	Unit Price	Total
18	4" Underdrain	LF	500	\$ 18.00	\$ 9,000.00
19	6" PVC SDR 35 Storm Lateral w/ Granular Backfill	LF	150	\$ 31.00	\$ 4,650.00
20	10"x6" Yard Drain	EA	2	\$ 460.00	\$ 920.00
21	8" PVC SDR 35 Storm Sewer w/ Granular Backfill	LF	50	\$ 50.00	\$ 2,500.00
22	Storm Sewer Pipe RCP 12" CL V w/ Granular Backfill	LF	925	\$ 47.00	\$ 43,475.00
23	Storm Sewer Pipe RCP 15" CL IV w/ Granular Backfill	LF	75	\$ 54.00	\$ 4,050.00
24	Storm Sewer Pipe RCP 24" CL III w/ Granular Backfill	LF	749	\$ 54.00	\$ 40,446.00
25	Storm Sewer Pipe RCP 24" CL IV w/ Granular Backfill	LF	133	\$ 60.00	\$ 7,980.00
26	2'x3' Catch Basin with Casting	EA	26	\$ 1,600.00	\$ 41,600.00
27	24" Field Inlet	EA	1	\$ 1,250.00	\$ 1,250.00
28	48" Storm Manhole with Casting	EA	9	\$ 1,680.00	\$ 15,120.00
29	60" Storm Manhole with Casting	EA	8	\$ 2,340.00	\$ 18,720.00
30	72" Storm Manhole with Casting	EA	2	\$ 2,775.00	\$ 5,550.00
31	72" Cast in Place Storm Manhole with Casting	EA	1	\$ 3,760.00	\$ 3,760.00
32	Type C Inlet Protection	EA	54	\$ 44.00	\$ 2,376.00
47	Existing Storm Manhole Chimney Repair	EA	13	\$ 278.00	\$ 3,614.00
48	Existing Catch Basin Chimney Repair	EA	5	\$ 278.00	\$ 1,390.00
Total =					\$ 206,401.00

Water					
Item #	Description	Units	Quantity	Unit Price	Total
33	Hydrant Assembly	EA	2	\$ 4,715.00	\$ 9,430.00
34	PVC Water Main w/ Granular Backfill - 8"	LF	1,375	\$ 67.00	\$ 92,125.00
35	Gate Valve and Valve Box - 8"	EA	2	\$ 1,350.00	\$ 2,700.00
36	1" Air Release Assembly	EA	1	\$ 494.00	\$ 494.00
37	Water Service Relay	EA	35	\$ 485.00	\$ 16,975.00
38	Water Service HDPE Lateral - 1" w/ Granular Backfill	LF	1,150	\$ 63.00	\$ 72,450.00
39	Water Service HDPE Lateral Bored Pipe - 1"	LF	250	\$ 84.00	\$ 21,000.00
40	2" Thick, 24" Wide Styrofoam Plank Insulation	LF	50	\$ 5.00	\$ 250.00
41	Abandon Water Manhole and Install Valve Box	EA	12	\$ 1,005.00	\$ 12,060.00
Total =					\$ 227,484.00

Wastewater					
Item #	Description	Units	Quantity	Unit Price	Total
42	48" Sanitary Manhole w/ Casting & Internal Seal	VF	55	\$ 333.00	\$ 18,315.00
43	PVC Sanitary Sewer w/ Granular Backfill - 8"	LF	1,650	\$ 69.00	\$ 113,850.00
44	6" PVC SDR 35 Sanitary Lateral w/ Granular Backfill	LF	1,100	\$ 69.00	\$ 75,900.00
45	6" Sanitary Lateral Bored	LF	250	\$ 86.00	\$ 21,500.00
46	Existing Sanitary Manhole Chimney Repair	EA	28	\$ 932.00	\$ 26,096.00
Total =					\$ 255,661.00

City of Cedarburg 2017 Street & Utility Project - Bid Tab

Item #	Description	Units	Quantity	PTS Contractors, Inc.		Advance Construction, Inc.		Dorner, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Paving Mobilizations	EA	3	\$ 1,220.00	\$ 3,660.00	\$ 900.00	\$ 2,700.00	\$ 918.00	\$ 2,754.00
2	Traffic Control	LS	1	\$ 12,798.00	\$ 12,798.00	\$ 17,982.00	\$ 17,982.00	\$ 8,142.00	\$ 8,142.00
3	Common Excavation	CY	9,600	\$ 12.00	\$ 115,200.00	\$ 10.50	\$ 100,800.00	\$ 11.79	\$ 113,184.00
4	Geogrid	SY	2,500	\$ 2.00	\$ 5,000.00	\$ 2.00	\$ 5,000.00	\$ 2.04	\$ 5,100.00
5	1-1/4" Dense Graded Base Course	TON	5,500	\$ 10.70	\$ 58,850.00	\$ 12.75	\$ 70,125.00	\$ 10.71	\$ 58,905.00
6	3" Dense Graded Base Course	TON	7,000	\$ 14.00	\$ 98,000.00	\$ 14.50	\$ 101,500.00	\$ 14.03	\$ 98,210.00
7	Finish Grading	SY	24,700	\$ 0.60	\$ 14,820.00	\$ 0.80	\$ 19,760.00	\$ 0.82	\$ 20,254.00
8	Hot Mix Asphalt Pavement	TON	7,800	\$ 52.50	\$ 409,500.00	\$ 50.80	\$ 396,240.00	\$ 51.82	\$ 404,196.00
9	Tack Coat	GAL	1,600	\$ 2.00	\$ 3,200.00	\$ 1.70	\$ 2,720.00	\$ 1.73	\$ 2,768.00
10	2" Temporary Asphalt	TON	10	\$ 102.00	\$ 1,020.00	\$ 75.00	\$ 750.00	\$ 158.10	\$ 1,581.00
11	18"-24" Concrete Curb & Gutter Remove & Replace	LF	1,650	\$ 32.00	\$ 52,800.00	\$ 21.60	\$ 35,640.00	\$ 24.07	\$ 39,715.50
12	5" Concrete Sidewalk Remove & Replace	SF	2,750	\$ 6.80	\$ 18,700.00	\$ 8.20	\$ 22,550.00	\$ 8.82	\$ 24,255.00
13	7" Concrete Sidewalk/Driveway Remove & Replace	SY	300	\$ 62.40	\$ 18,720.00	\$ 48.25	\$ 14,475.00	\$ 52.53	\$ 15,759.00
14	Curb Ramp Detectable Warning Field (24"x48")	EA	6	\$ 305.00	\$ 1,830.00	\$ 225.00	\$ 1,350.00	\$ 229.50	\$ 1,377.00
15	Sawing Pavement	LF	700	\$ 2.00	\$ 1,400.00	\$ 2.00	\$ 1,400.00	\$ 3.00	\$ 2,100.00
16	Water for Dust Control	MGAL	100	\$ 51.00	\$ 5,100.00	\$ 40.00	\$ 4,000.00	\$ 42.00	\$ 4,200.00
17	Restoration	SY	1,500	\$ 4.70	\$ 7,050.00	\$ 4.25	\$ 6,375.00	\$ 4.34	\$ 6,510.00
18	4" Underdrain	LF	500	\$ 18.00	\$ 9,000.00	\$ 9.60	\$ 4,800.00	\$ 44.00	\$ 22,000.00
19	6" PVC SDR 35 Storm Lateral w/ Granular Backfill	LF	150	\$ 31.00	\$ 4,650.00	\$ 31.00	\$ 4,650.00	\$ 52.00	\$ 7,800.00
20	10"x6" Yard Drain	EA	2	\$ 460.00	\$ 920.00	\$ 615.00	\$ 1,230.00	\$ 704.00	\$ 1,408.00
21	8" PVC SDR 35 Storm Sewer w/ Granular Backfill	LF	50	\$ 50.00	\$ 2,500.00	\$ 32.00	\$ 1,600.00	\$ 49.00	\$ 2,450.00
22	Storm Sewer Pipe RCP 12" CL V w/ Granular Backfill	LF	925	\$ 47.00	\$ 43,475.00	\$ 61.00	\$ 56,425.00	\$ 62.00	\$ 57,350.00
23	Storm Sewer Pipe RCP 15" CL IV w/ Granular Backfill	LF	75	\$ 54.00	\$ 4,050.00	\$ 63.50	\$ 4,762.50	\$ 128.00	\$ 9,600.00
24	Storm Sewer Pipe RCP 24" CL III w/ Granular Backfill	LF	749	\$ 54.00	\$ 40,446.00	\$ 82.00	\$ 61,418.00	\$ 74.00	\$ 55,426.00
25	Storm Sewer Pipe RCP 24" CL IV w/ Granular Backfill	LF	133	\$ 60.00	\$ 7,980.00	\$ 76.50	\$ 10,174.50	\$ 74.00	\$ 9,842.00
26	2'x3' Catch Basin with Casting	EA	26	\$ 1,600.00	\$ 41,600.00	\$ 2,000.00	\$ 52,000.00	\$ 1,749.00	\$ 45,474.00
27	24" Field Inlet	EA	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,378.00	\$ 1,378.00
28	48" Storm Manhole with Casting	EA	9	\$ 1,680.00	\$ 15,120.00	\$ 3,370.00	\$ 30,330.00	\$ 2,119.00	\$ 19,071.00
29	60" Storm Manhole with Casting	EA	8	\$ 2,340.00	\$ 18,720.00	\$ 3,200.00	\$ 25,600.00	\$ 2,536.00	\$ 20,288.00
30	72" Storm Manhole with Casting	EA	2	\$ 2,775.00	\$ 5,550.00	\$ 4,165.00	\$ 8,330.00	\$ 2,805.00	\$ 5,610.00
31	72" Cast in Place Storm Manhole with Casting	EA	1	\$ 3,760.00	\$ 3,760.00	\$ 5,200.00	\$ 5,200.00	\$ 2,345.00	\$ 2,345.00
32	Type C Inlet Protection	EA	54	\$ 44.00	\$ 2,376.00	\$ 35.00	\$ 1,890.00	\$ 75.00	\$ 4,050.00
33	Hydrant Assembly	EA	2	\$ 4,715.00	\$ 9,430.00	\$ 4,780.00	\$ 9,560.00	\$ 5,440.00	\$ 10,880.00
34	PVC Water Main w/ Granular Backfill - 8"	LF	1,375	\$ 67.00	\$ 92,125.00	\$ 78.00	\$ 107,250.00	\$ 81.00	\$ 111,375.00
35	Gate Valve and Valve Box - 8"	EA	2	\$ 1,350.00	\$ 2,700.00	\$ 1,311.00	\$ 2,622.00	\$ 1,426.00	\$ 2,852.00
36	1" Air Release Assembly	EA	1	\$ 494.00	\$ 494.00	\$ 890.00	\$ 890.00	\$ 1,005.00	\$ 1,005.00
37	Water Service Relay	EA	35	\$ 485.00	\$ 16,975.00	\$ 456.00	\$ 15,960.00	\$ 809.00	\$ 28,315.00
38	Water Service HDPE Lateral - 1" w/ Granular Backfill	LF	1,150	\$ 63.00	\$ 72,450.00	\$ 25.70	\$ 29,555.00	\$ 58.00	\$ 66,700.00
39	Water Service HDPE Lateral Bored Pipe - 1"	LF	250	\$ 84.00	\$ 21,000.00	\$ 27.00	\$ 6,750.00	\$ 69.00	\$ 17,250.00
40	2" Thick, 24" Wide Styrofoam Plank Insulation	LF	50	\$ 5.00	\$ 250.00	\$ 2.50	\$ 125.00	\$ 4.00	\$ 200.00
41	Abandon Water Manhole and Install Valve Box	EA	12	\$ 1,005.00	\$ 12,060.00	\$ 918.00	\$ 11,016.00	\$ 1,009.00	\$ 12,108.00
42	48" Sanitary Manhole w/ Casting & Internal Seal	VF	55	\$ 333.00	\$ 18,315.00	\$ 304.00	\$ 16,720.00	\$ 315.00	\$ 17,325.00
43	PVC Sanitary Sewer w/ Granular Backfill - 8"	LF	1,650	\$ 69.00	\$ 113,850.00	\$ 95.00	\$ 156,750.00	\$ 74.00	\$ 122,100.00
44	6" PVC SDR 35 Sanitary Lateral w/ Granular Backfill	LF	1,100	\$ 69.00	\$ 75,900.00	\$ 75.00	\$ 82,500.00	\$ 67.00	\$ 73,700.00
45	6" Sanitary Lateral Bored	LF	250	\$ 86.00	\$ 21,500.00	\$ 70.00	\$ 17,500.00	\$ 75.00	\$ 18,750.00
46	Existing Sanitary Manhole Chimney Repair	EA	28	\$ 932.00	\$ 26,096.00	\$ 1,420.00	\$ 39,760.00	\$ 1,355.00	\$ 37,940.00
47	Existing Storm Manhole Chimney Repair	EA	13	\$ 278.00	\$ 3,614.00	\$ 700.00	\$ 9,100.00	\$ 721.00	\$ 9,373.00
48	Existing Catch Basin Chimney Repair	EA	5	\$ 278.00	\$ 1,390.00	\$ 900.00	\$ 4,500.00	\$ 721.00	\$ 3,605.00
49	Existing Manhole Adjustment	EA	2	\$ 278.00	\$ 556.00	\$ 500.00	\$ 1,000.00	\$ 481.00	\$ 962.00

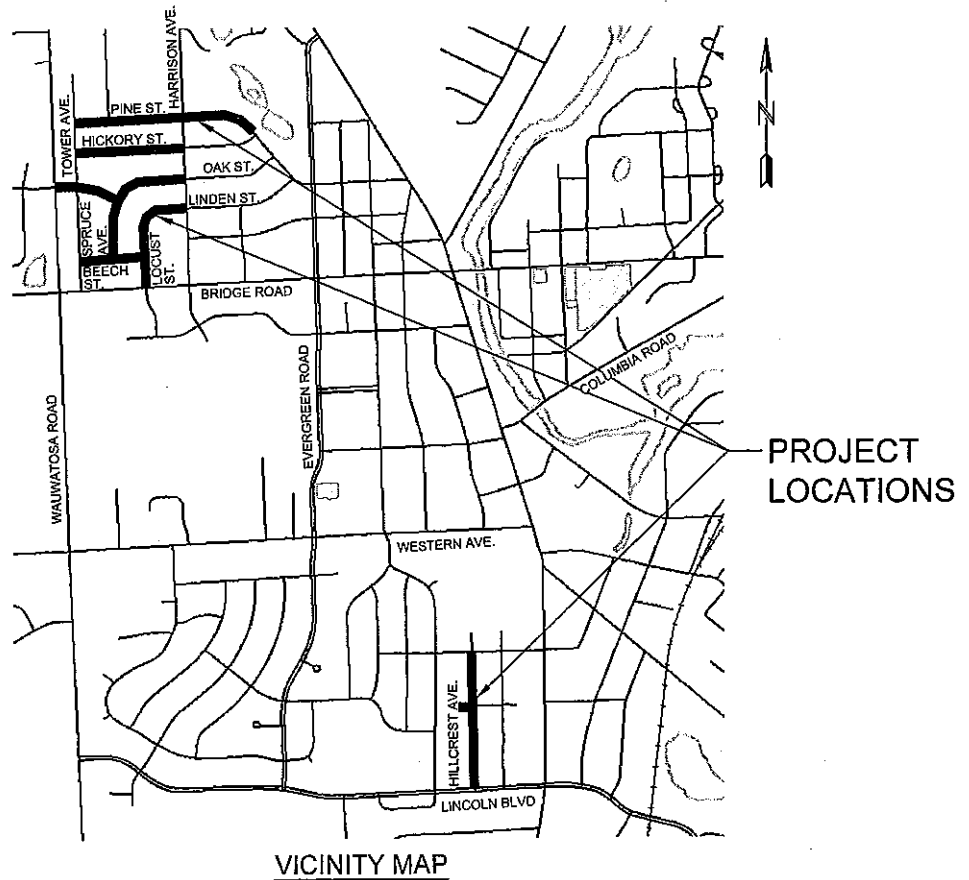
PTS Contractors, Inc.	Advance Construction, Inc.	Dorner, Inc.
Total = \$ 1,517,750.00	Total = \$ 1,584,585.00	Total = \$ 1,607,542.50

Supplemental Unit Prices

Item #	Description	Units	Quantity	Unit Price	Unit Price	Unit Price
50	Rock Excavation	CY		\$ 250.00	\$ 275.00	\$ 250.00
51	8" Water Main Offset w/ Granular Backfill	EA		\$ 3,500.00	\$ 4,500.00	\$ 5,000.00
52	Erosion Mat	SY		\$ 5.00	\$ 2.75	\$ 5.00
53	10' x 10' Dirt Bag	EA		\$ 250.00	\$ 1,800.00	\$ 250.00
54	Slurry Backfill	CY		\$ 150.00	\$ 120.00	\$ 125.00
55	3" Crushed Concrete Base Course	TON		\$ 25.00	\$ 15.00	\$ 20.00

2017 STREET AND CITY OF CEDARB CONTRACT

PROJECT NO. 16-127-018



INDEX:

SHEET 1: COVER SHEET
SHEET 2: GENERAL NOTES
SHEETS 3-5: DETAILS
SHEETS 6-8: PLAN AND PROFILE- HIL
SHEET 9: PLAN AND PROFILE- ADAM
SHEETS 10-13: PLAN AND PROFILE- F
SHEETS 14-15: PLAN AND PROFILE- F
SHEET 16: PLAN AND PROFILE- CHES
SHEET 17: PLAN AND PROFILE- BEEC
SHEETS 18-20: PLAN AND PROFILE- S
SHEETS 21-23: PLANS AND PROFILES
SHEETS 24-25: STRUCTURE TABLES A

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. D.

TITLE: Consider final plat approval and approval of a Development Agreement for the Sandhill Trails Subdivision; and action thereon (Plan Comm. 03/06/17)

ISSUE SUMMARY: Council Members may recall having approved the Preliminary Plat for this subdivision at your September 12, 2016 meeting by unanimous vote. Since that meeting, the applicant has been working to address all the conditions of Preliminary Plat approval and having completed that check list, they are now requesting Final Plat approval. This Plat will consist of 43 single-family lots ranging in size from 14,522 square feet to 37,214 square feet and will result in the extension of West Oak Street in the Village of Grafton to Keup Road via Yorkshire Street.

In addition, the applicant is requesting Development Agreement approval. The Development Agreement is the contract between the city and the developer that establishes the developer's responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms. This Agreement was drafted by City Engineer Wiza along with City Attorney Mike Herbrand with the input from the developer.

STAFF RECOMMENDATION:

Staff notes that the Plat is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat and therefore staff has no objection subject to:

- The radius of West Oak Street where it connects to this subdivision must be modified to meet the City required 100-foot centerline radius per Chapter 14 of the Municipal Code.
- The right-of-way line at the north end of Sandpiper Lane to maintain a minimum 10-foot distance from the existing watermain.
- Sidewalk at the north end of Starling Lane should be connected to the Interurban Trail.
- All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.
- The developer shall be required to install public sidewalks and street trees along the Keup Road frontage.
- This subdivision shall include the full complement of improvements as required in the City's Subdivision Ordinance and all infrastructure plans (i.e. sewer, water, storm sewer, road, sidewalk, grading, drainage, and erosion control) shall be reviewed and approved by the City Engineer.
- Submittal and City Forester approval of a street tree plan showing size, location and species.
- Label the dashed lines on Lot 9 as wetland limits and wetland setback.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: At their March 6, 2017 meeting, the Plan Commission unanimously recommended approval

BUDGETARY IMPACT: Impact Fees: (See Development Agreement)

ATTACHMENTS:

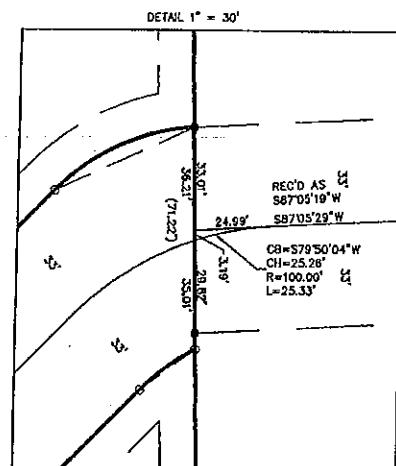
- Sandhill Trails Subdivision Final Plat.
- Development Agreement
- March 6, 2017 Plan Commission Minutes

INITIATED/REQUESTED BY: Jim Doering, Town Realty

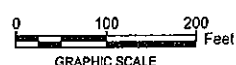
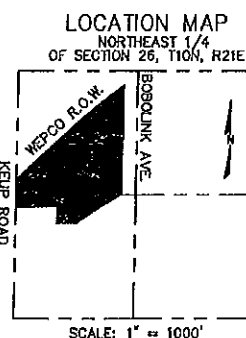
FOR MORE INFORMATION CONTACT: Jonathan P. Censky, City Planner, 262-375-7610

SANDHILL TRAILS

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, of Section 26,
Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.



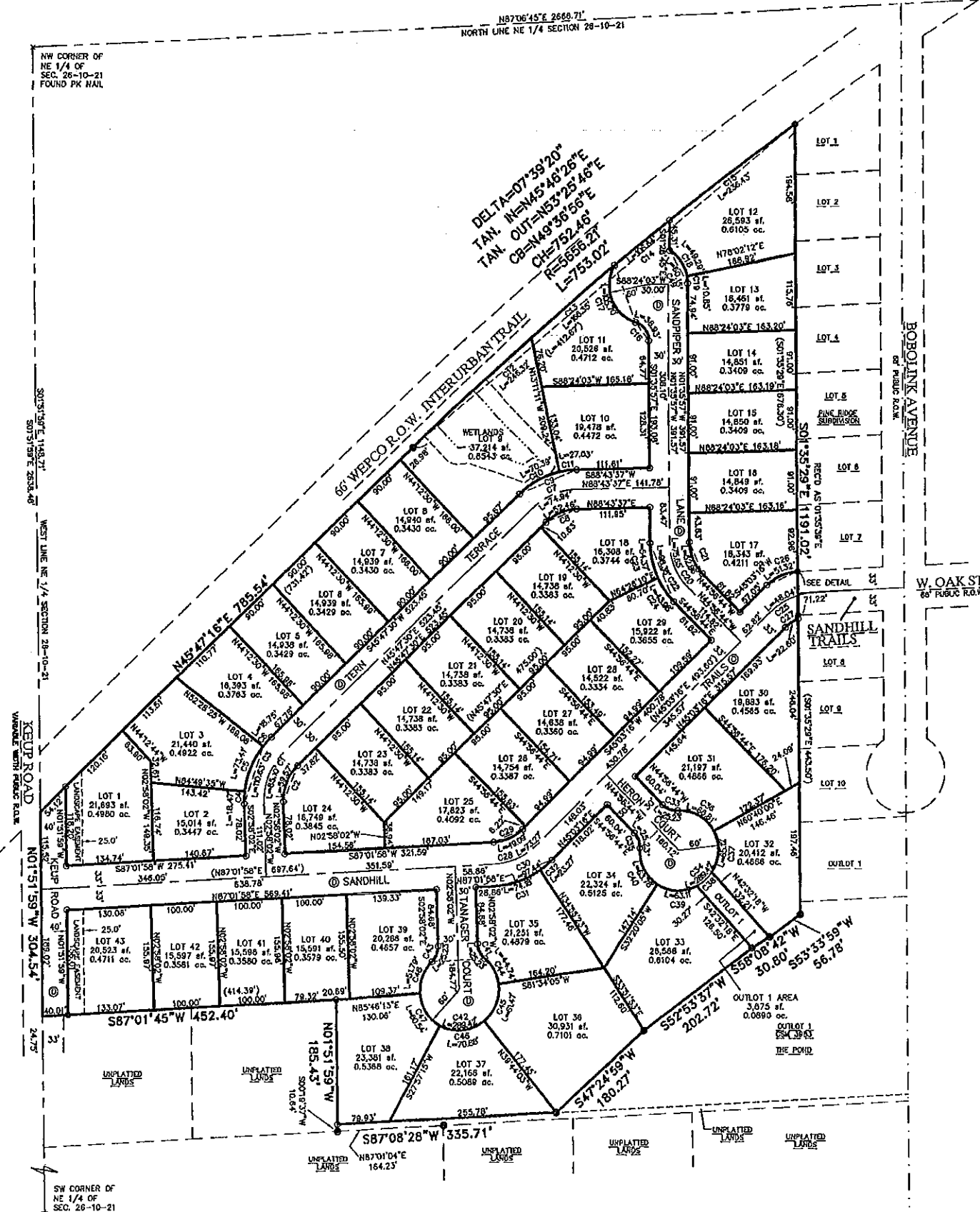
- LEGEND**
- INDICATES 1.3" (O.D.) IRON PIPE, FOUND.
 - INDICATES NO. 10 (1.27") REBAR, WT. 4.303 LBS PER LINEAL FOOT AT LEAST 18" IN LENGTH, SET.
 - ALL OTHER LOT & OUTLOT CORNERS HAVE 1" O.D. IRON PIPE, 18" IN LENGTH, WT. 1.68 LBS. PER LINEAL FOOT, SET.
 - ① INDICATES DEDICATED TO THE CITY OF CEDARBURG FOR PUBLIC STREET PURPOSES



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



SURVEYOR & ENGINEER
R.A. SMITH NATIONAL, INC.
16745 West Bluemound Road
Brookfield, WI. 53066
PH. 262-781-1000
FAX 262-797-7373

DEVELOPER
HBT of Sandhill Trails LLC
710 North Plankinton Avenue
Milwaukee, WI. 53203
Mr. Jim Doering
PH. 414-274-2488

Notes:
All dimensions measured and shown to the nearest hundredth of a foot. Bearings are reference to the North line of the Northeast 1/4 of Section 26, Town 10 North, Range 21 East, Wisconsin State Plane coordinate system, South zone which bears North 87°06'45" East.

Lots 1 and 43 are restricted to no direct vehicular access to Keup Road.

Outlot 1 is to be owned, managed and maintained by the homeowner's association for Sandhill Trails.

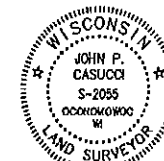
STORM WATER MANAGEMENT NOTE:
The storm water management pond ("The Pond" (Outlot 1, CSM 3983)) is designed for and has the purposes of storm water management, not only for the 43 lots of the Sandhill Trails subdivision, but also for the adjacent Pine Ridge and Keup Trails subdivisions. In total, 66 lots will be served by the storm water practices located within "The Pond". Sandhill Trails subdivision future homeowner's association will be responsible for the management of the maintenance of "The Pond" for its intended design and purpose, pursuant to the terms of that certain Storm Water Pond Maintenance Agreement dated November 22, 2016 and recorded at the Ozaukee County Register of Deeds office as Document No. 1043459.

See sheet 2 for zoning, curve table & additional notes.

See sheet 3 for easements.

RECEIVED
JAN 24 2017

CITY OF CEDARBURG



John P. Casucci
JANUARY 20, 2017

R.A. Smith National, Inc.

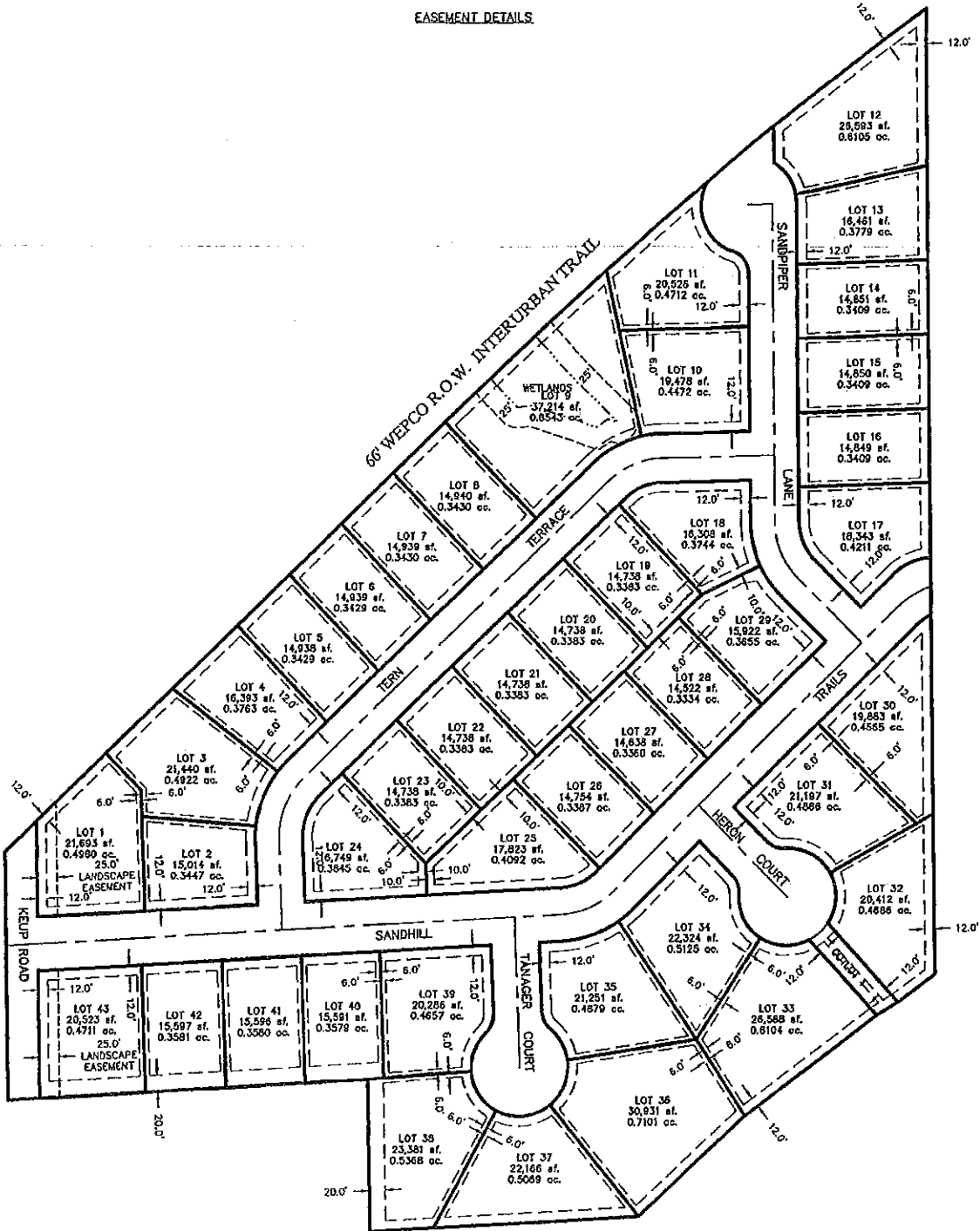
Beyond Surveying
and Engineering

16745 W Bluemound Road, Brookfield WI 53005-3538
262-781-1000 Fax 262-797-7373 www.ra-smith-national.com
Aurora, IL, Irvine, CA, Phoenix, AZ
S:\166688\dwg\FP100P.dwg 1 SHEET 1

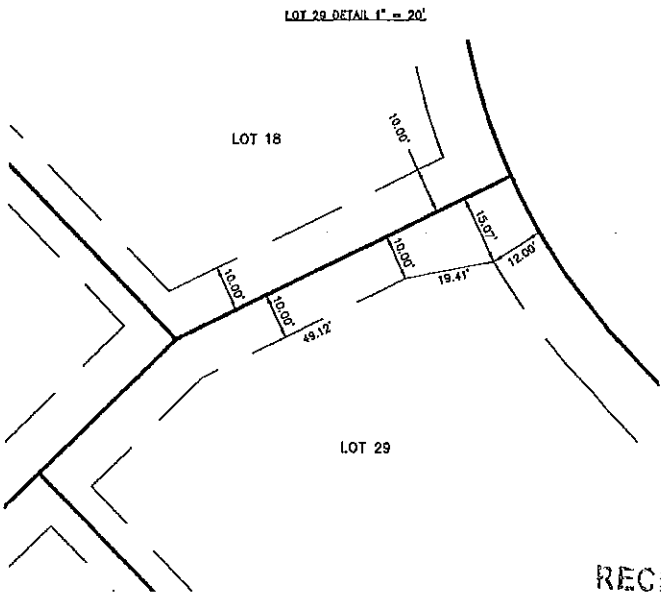
SHEET 1 OF 4 SHEETS

SANDHILL TRAILS

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, of Section 26,
Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.



NOTE:
Utility and Public Drainage easements are hereby established as shown on this Plat.
The Utility and Public Drainage easements are for minor surface drainage, storm sewer, electric, telephone and cable between lots.
The easements are 12 feet off of the public right of way and rear lot lines and 6 feet off each interior lot line, except for the following:
- Lot 18, 10 feet from Southerly interior lot line.
- Lots 19 thru 23, 10 feet from rear lot line.
- Lot 24, 10 feet from Easterly lot line.
- Lot 25, 10 feet from Westerly interior lot line.
- Lot 25 thru 28, 10 feet from rear lot line.
- Lot 29, variable width from interior lot line, as shown (see detail).
- Lots 38 and 40 thru 43, 10 feet from rear lot line.
- Lots 32 and 33, no easement along interior lot lines adjoining Outlot 1.

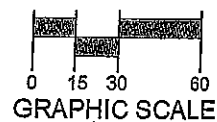


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JAN 24 2017
CITY OF CEDARBURG

R.A. Smith National, Inc.
Beyond Surveying
and Engineering

16745 W. Blue Road, Brookfield, WI 53005-5538
262-781-1600 Fax 262-781-7373 www.ra-smith.com
Appleton, WI Irvine, CA Pittsburgh, PA
S:\166586\dwg\FP100P.dwg 1 SHEET 3

TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
GSM	29	Green Mountain Sugar Maple	Acer saccharum 'Green Mountain' TM	2" - 2 1/2" CAL	B&B	Full, matching heads
CT	1	Catalpa Tree	Catalpa speciosa	2" - 2 1/2" CAL	B&B	Full, matching heads
HCB	36	Common Hackberry	Celtis occidentalis	2" - 2 1/2" CAL	B&B	Full, matching heads
AGG	18	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	2" - 2 1/2" CAL	B&B	Full, matching heads
SWG	8	American Sweet Gum	Liquidambar styraciflua	2" - 2 1/2" CAL	B&B	Full, matching heads
ADC	2	Adams Crab Apple	Malus x 'Adams'	2" CAL	B&B	Full, matching heads
IW	4	Ironwood	Ostrya virginiana	2" CAL	B&B	Full, matching heads
SBS	6	Serbian Spruce	Picea omorika	7' HT	B&B	Semi-sheared, fully branched to ground
VFE	45	Valley Forge American Elm	Ulmus americana 'Valley Forge'	2" - 2 1/2" CAL	B&B	Full, matching heads
ZG	9	Sawleaf Zeltova	Zeltova serrata 'Green Vase'	2" - 2 1/2" CAL	B&B	Full, matching heads

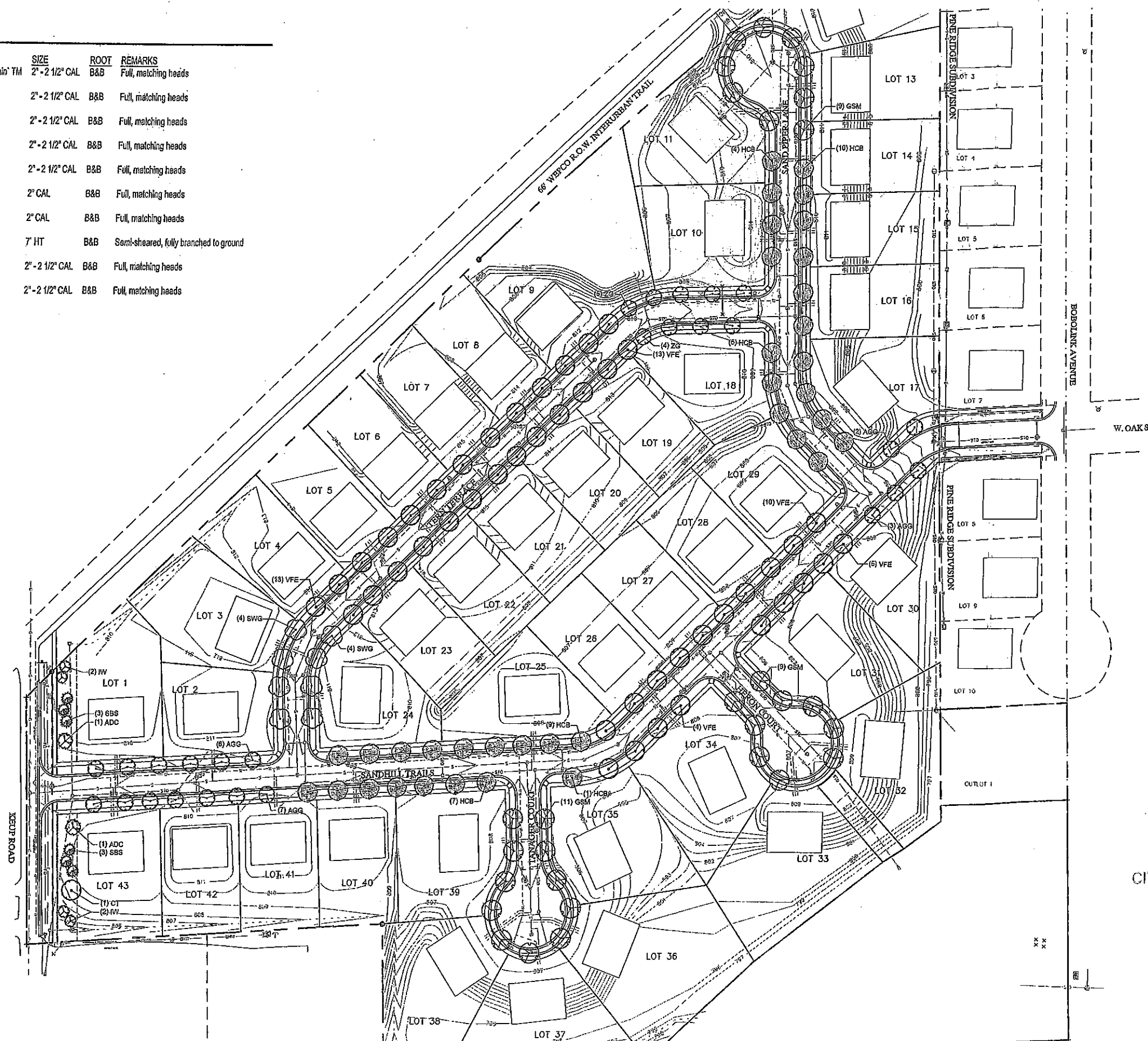


Toll Free (800) 242-8511
Milwaukee Area (262) 432-7910
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.

RA SMITH NATIONAL ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF RA SMITH NATIONAL.

ALL INFORMATION CONTAINED ON THIS SHEET IS THE PROPERTY OF R.A. SMITH NATIONAL. NO REPRODUCTION, DISTRIBUTION, REPRODUCTION, AND USE OF ALL OR ANY PART OF THIS INFORMATION IS RESTRICTED AS SET FORTH IN THE CONTRACTUAL TERMS AND CONDITION ESTABLISHED BETWEEN R.A. SMITH NATIONAL AND THEIR CLIENT FOR THIS PROJECT. REPRODUCTION OR USE OF ANY PART BY ANY PERSON WITHOUT THE PERMISSION OF R.A. SMITH NATIONAL IS PROHIBITED.
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R.A. SMITH NATIONAL
16745 WEST BLUENDUM ROAD, SUITE 200
BROOKFIELD, VT 53005



R.A. Smith National

Beyond Surveying and Engineering

www.rasmithnational.com

**SANDHILL TRAILS SUBDIVISION PHASE II
CITY OF CEDARBURG, WISCONSIN**

STREET TREE
LANDSCAPE PLAN

RECEIVED

MAR 1 - 2017

CITY OF CEDAREURG

© COPYRIGHT 2017
R.A. Smith National, Inc.

DATE: 02/24/2017

SCALE: 1" = 60'

JOB NO. 1160227

PROJECT MANAGER:

TROY T. HARTJES, P.E.

DESIGNED BY: TM/LJH

CHECKED BY: TM

SHEET NUMBER

1100

DEVELOPMENT AGREEMENT

Sandhill Trails Subdivision
Cedarburg, Wisconsin

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2017, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the “City”) and HBT of Sandhill Trails LLC (the “Developer”).

RECITATIONS

0.1 The Developer owns the Property (as hereinafter defined) of which the tax key numbers of the Property are provided in Exhibit A;

0.2 The Developer desires to subdivide and develop the Property as the Subdivision (as hereinafter defined);

0.3 City approval of a Final Plat is conditioned upon compliance with the City ordinances, pursuant to § 236.13(1) of the Wisconsin Statutes;

0.4 Sections 14-1-50 and 14-1-51 of the Code of Ordinances of the City (the “Code”) require that the Developer enter into this Agreement to establish that the Developer will pay the cost of Improvements, engineering services, and fees for the Subdivision;

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

0.6 The Developer intends to contract for installation of certain other Improvements for the Subdivision; and

0.7 The City shall cause inspections and approvals of the Improvements during installation by Developer based on the City approved civil engineering and landscape 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 in the Final Plat 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 Final Plat by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01, or otherwise).

1.03 “Final Plat” means the Subdivision Plat presented to the Cedarburg Common Council on March 27, 2017 and other pertinent authorities for final approval and recording with the Ozaukee County Register of Deeds Office. For purposes of this Agreement, this Final Plat is comprised of Lots numbered 1 through 43 inclusive and Outlot 1, and also those roadway areas adjacent to the above-mentioned Lots. A true and complete copy of the Final 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 R. A. Smith National with last revision dated March 24, 2017 submitted with the Final Plat as approved by the City, along with any approved amendments or supplements. A true and complete copy of the Improvement Plans are attached hereto as Exhibit C and is incorporated herein by reference.

1.05 “Financial Guarantee” means one or more letters of credit or subdivision 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 “Lot” means a distinct parcel of Property within the Final Plat that is depicted by a Lot Number.

1.07 “Property” means all the real property as depicted and described on the Exhibit “A” Final Plat.

1.08 “Subdivision” means, at any time, Sandhill Trails Subdivision, a subdivision of the City, as depicted on the Final Plat.

1.09 “Subdivision Regulations” means Title 14, Chapter 1 of the Code.

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 of the Property free and clear of all liens and encumbrances other than mortgages for the purpose of developing the Subdivision, 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 Improvements Contract. 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.

3.03 Subdivision Regulations. The Developer has examined Article F, Required Improvements, and Article G, Design Standards, of the Subdivision Regulations and is familiar with the requirements set forth therein.

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 Deed Restriction. Developer shall include language in the Declaration of Protective Covenants for Sandhill Trails Subdivision ("Declarations") that the Lot owners of Lots 1 through 43 and the Sandhill Trails Homeowners Association ("Sandhill HOA") have joint responsibility with neighboring developments for maintenance of the storm water pond located on Outlot 1, CSM 3983. The storm water pond maintenance responsibilities are set forth in a Storm Water Management Practice Maintenance Agreement recorded at the Ozaukee County Register of Deeds on June 17, 2015 as document number 1019224, as amended by the First Amendment to Storm Water Management Practice Maintenance Agreement recorded in the Ozaukee County Register of Deeds office on December 13, 2016, document number 1043458, and by the Storm Water Pond Management Agreement recorded in the Ozaukee County Register of Deeds office on December 13, 2017, document number 1043459. Developer shall also include in the Declarations that the Lot owners, by way of membership in the Sandhill HOA, are also responsible for maintenance of the landscape easement areas located along Keup Road at the entry to the Subdivision, in addition to Outlot 1 of the Subdivision and any other common area under the management of the Sandhill HOA.

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

- (a) Lot Grading. Grade all Lots pursuant to the Improvement Plans and § 14-1-73(c) of the Subdivision Regulations approved by the City Engineer. 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 and the Subdivision Regulations. In the event that the actual grade is not in compliance, Developer shall pay all costs associated with 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 Subdivision as depicted in the Improvement Plans, including technical revisions as may be required by the City Engineer.
- (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 Subdivision as depicted in the Improvement Plans, and including technical revisions as may be required by the City Engineer, pursuant to § 14-1-68.
- (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 Subdivision as depicted in the Improvement Plans, and including technical revisions as may be required by the City Engineer.
- (e) Private Utilities. Developer shall file preliminary plans and Developer agrees to pay for and install underground gas mains and electric, cable television and telephone cables, pursuant to § 14-1-59. All private utilities to be completed prior to commencement of the binder course of pavement roadwork.
- (f) Survey Monuments. Install survey monuments, pursuant to § 14-1-52(c)(4) of the Subdivision Regulations.
- (g) Record Drawings. Prepare record drawings for the above work, pursuant to § 14-1-52(e). Provide full sized prints on 4 mil mylar as well as an electronic version in Auto Cad.
- (h) Curb and Gutter. Developer agrees to pay for and install all curb and gutter as shown on the Improvement Plans and pursuant to § 14-1-54.
- (i) Sidewalks and Walking Paths. Developer agrees to pay for and install 5 foot wide concrete sidewalks on both sides of all streets contained within the Subdivision, and along the Subdivision frontage on Keup Road and at the end of Sandpiper Lane to connect with the Interurban Trail, 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 respective road right-of-ways. The Lot owners adjacent to the sidewalks shall be responsible for the clearing of snow, ice or other materials that might limit the public use of the sidewalks.

- (j) Intersection and Lane Improvements. Developer agrees to pay for and install a fully improved “T” intersection with Keup Road to include concrete curb and gutter, street lighting, storm sewer, and sidewalk.
- (k) Street Improvement. Developer agrees to pay for and install street improvements as shown on the Improvement Plans and pursuant to § 14-1-53.
- (l) Street Lamps. Developer shall contract with Cedarburg Light & Water to arrange for the installation of standard coach light street lamps on a spacing approved by the City, pursuant to § 14-1-60. Street lighting along Keup Road shall utilize standard 30 foot poles with cantilevered fixtures.
- (m) Street Signs. The Developer agrees to pay for and the City agrees to install street identification signs pursuant to § 14-1-61 and any traffic control signage as required by the City Engineer.
- (n) Landscaping Other Than Street Trees. Developer shall pay for and install landscape features as shown in the Improvement Plans.
- (o) Street Trees. Developer shall pay for street trees 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. At the discretion of the City Forester, the trees will be planted each year as new homes are completed.
- (p) 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.

4.03 Time for Completion. Each of the items in § 4.02 above shall be completed on the dates specified in this Agreement.

4.04 Impact and Connection Fees. Prior to issuance of any building permit and payable at the time of building permit application, the following impact and connection fees will be due for each Lot:

WWTF Reserve Capacity Fee	\$ 636.16 per lot
Library Building Fee	\$ 825.55 per lot
Police Station Fee	\$ 944.42 per lot
Park Facilities Fee	\$1,127.44 per lot

Water Supply Facilities Fee \$1,856.42 per lot

Sanitary Sewer Connection Fee \$1,366.16 per lot

Developer shall disclose to prospective buyers at the time of Lot sale the amount of impact fees due. The fees set forth above are based on the City's rates for 2017.

All of 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) Fee in Lieu of Parkland Dedication. Developer shall pay a fee in lieu of Parkland Dedication of \$836.68 per Lot. The **\$35,977.24** total for forty-three (43) Lots is due at the time of Final Plat approval.
- (b) City Street Trees. The Developer shall pay the City of Cedarburg for furnishing and planting 146 street trees at \$296.00 each for a total of \$43,216.00. The City Forestry Department will hold these funds in a segregated street tree account and will purchase and plant street trees seasonally as each home is completed. This charge is due at the time of Final Plat approval.
- (c) Other Improvement Costs. Developer is responsible to pay for all reasonable engineering, administrative, and legal fees associated with the new Subdivision, during the installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith.
- (d) Account Statements. Developer shall review and approve all contractor, engineer 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 the Final Plat, any separate dedication instruments and grants of easements as are directly attributable to the development of the Subdivision.

4.06 Homeowners Association. Developer has established the Sandhill HOA, which will be responsible for the maintenance of the storm water pond and landscaping as set forth in the declarations and in Section 4.01 above.

4.07 Financial Guarantee. Developer shall provide an irrevocable letter of credit or an approved subdivision bond to the City, which shall not expire prior to fourteen (14) months following the installation of the binder course of asphalt within the Subdivision, for the estimated costs of the installation of the Improvements including erosion control, roadway, utilities, sidewalks, street signs, and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Subdivision 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 which shall be dated no later than thirty (30) 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 Improvements for the Subdivision based on § 4.02 and the Schedule of Values for the Subdivision which include, but are not limited to, a second lift of asphalt and street signs.

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE]

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SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

Item

	ESTIMATED COST
Rough Grading (Lots & Street R/W) Including: Clearing and grubbing, topsoil stripping, subgrade rough cut/fill, drainage swales, utility spoil placement, lot & ditch topsoil replacement & rough grade, and construction of storm water pond. Erosion Control Including: Silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and rip-rap.	\$443,500
Sanitary Sewer and Laterals	\$453,439
Water Main and Laterals	\$389,678
Storm sewer and laterals	\$343,086
Fine Grading of Street	\$13,079
Concrete Curb and Gutter	\$86,280
Road Base	\$89,895
Asphalt Pavement Binder Course	\$129,060
Concrete Sidewalk	\$170,762
Fine Grading, Topsoil, Seeding and Mulching	\$47,500
Asphalt Pavement Surface Course	\$66,625
Street Lighting	\$12,000
Landscaping	\$35,000
Street Signs	\$1,200
Lot Piping (Owner's Surveyor)	\$3,500
Legal Fees (City)	\$4,000
Inspection Fees (including but not limited to City Administration fees)	<u>\$40,000</u>
Sub Total of Construction and Related Costs (Rounded)	\$2,328,600
Add 20% additional Contingency Per § 14-1-51 of the Code:	\$465,720
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.	

TOTAL OF FINANCIAL GUARANTEE: \$ 2,794,320

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

- (a) Underground Utilities including water main, sanitary sewer, storm sewer, natural gas, electric, telephone, and cable TV, and appurtenances completed on or before November 30, 2018.
- (b) Roadway base, concrete curb and gutter, concrete sidewalks, and binder asphalt on or before November 30, 2018.
- (c) 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 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 required 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, attorneys' 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.

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 the Subdivision unless and until all the following have occurred:

7.01 Improvements. Construction of the Improvements for the Subdivision are completed pursuant to § 4.02, and the Improvements dedicated and accepted by the City, in accordance with the schedule specified in Section 4.09.

- (a) The binder course of bituminous paving of the streets, completion of which shall be a condition prior to issuance of building permits for Lots subsequent thereto;
- (b) Installation of street identification signs and seeding of the roadway terrace areas (land area between the back of the road curb and the sidewalk); and;
- (c) Installation of landscaping other than street trees.

7.02 Impact Fees. The Developer has paid the fees referenced in 4.05 (a) and (b) and the Lot owner has paid to the City all impact and connection fees for the issuance of a building permit.

7.03 Grading Complete. The Developer has completed the work required on the Improvement Plans to rough grade, including the re-spread of a minimum of six (6) inches of topsoil and grass seed over all disturbed areas, and allowing for the use/future placement of basement excavation on any particular Lot where practical, provided also that any such basement excavation allowance shall accommodate proper and positive surface water drainage substantially in accordance with the Improvement Plans.

Article 8

Additional Terms

8.01 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.

8.02 Dedication. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council and recording of the Final Plat, the lands therein dedicated for public use 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 for the Subdivision 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 buildings, structures, mains, conduits, pipes, lines, machinery, equipment, and appurtenances pertaining to such Improvements together with any and all necessary and required easements for access and repairs thereto. After such Dedication, the City shall 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.

8.03 No Waiver: Remedies. No failure on the part of either party to exercise, and no delay in exercising any right, power, or remedy under this Agreement or the Contract Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement or the Contract Documents preclude any other or further exercise thereof or the

exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8.04 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:

Thomas Wiza
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 P. Herbrand
Houseman and Feind, LLC
Attorneys at Law
1650 9th Avenue
Grafton, WI 53024
Fax: (262) 377-6080

If to Developer, as follows:

James W. Doering
Director of Development
HBT of Sandhill Trails LLC
C/O Zilber Ltd.
710 North Plankinton Avenue
Milwaukee, WI 53203
E-mail: James.Doering@Zilber.com
Fax: (414) 274-2711

With a copy to:

Attorney Sandi DeLisle
Zilber Ltd.
710 North Plankinton Avenue
Milwaukee, WI 53203
E-mail: Sandi.DeLisle@Zilber.com
Fax: (414) 274-2710

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.

8.05 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.

8.06 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.

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

8.08 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.

By: _____
William A. Wigchers, Vice President

Notary Public, State of Wisconsin
My commission: _____

After recording, please return to:
Constance K. McHugh, City Clerk
City of Cedarburg
P.O. Box 49
Cedarburg, WI 53012-0049

EXHIBIT A

Tax Key Numbers

13-026-02-011.00

13-026-03-041.00

EXHIBIT B

Final Plat

EXHIBIT C

Improvements Plans, including Landscape Plans, Completed by RA Smith National

Since no right-of-way is being dedicated as part of this request, only Plan Commission approval is necessary. The Town Board will be considering this request at their March 6, 2017 meeting as well and approval is recommended subject to all conditions of the Cedarburg Town Board.

In response to Commissioners' questions, Michael Frede reported that two of the newly-created lots would be commercial uses: one would be used for retail and the last for a Town of Cedarburg sports complex.

Planner Censky advised that the City does not control uses in the Town unless a Joint Extraterritorial Zoning Committee (JETZCO) is formed comprised of both Town and City members. Extraterritorial jurisdiction is part of infrastructure planning.

Action:

Council Member Burgoyne moved to approve the proposed 4-lot CSM contingent upon:

1. Recognition that the newly-created lots would not be served by the City of Cedarburg sewerage system.
2. All the conditions of the Cedarburg Town Board are met.

The motion was seconded by Commissioner von Barga and carried without a negative vote.

FINAL PLAT AND DEVELOPMENT AGREEMENT RECOMMENDATION FOR SANDHILL TRAILS SUBDIVISION – TOWNE REALTY, INC./JIM DOERING

Planner Censky reminded Commissioners that the Preliminary Plat was approved at the September 6, 2016 meeting. That recommendation was presented to the Common Council on September 12, 2016 where they voted unanimously to approve the Plat. Since that meeting, the applicant has been working to address all the conditions of Preliminary Plat approval and now having completed that check list, they are requesting a Final Plat approval recommendation.

In addition, the applicant is requesting Development Agreement recommendation. The Development Agreement is the contract between the City and the developer that establishes the developer's responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms. This Agreement was drafted by City Engineer Wiza along with City Attorney Mike Herbrand with the input from the developer.

This Plat will include 43 single-family lots ranging in size from 14,522 square feet to 37,214 square feet. The project will also result in the extension of West Oak Street in the Village of Grafton to Keup Road via Yorkshire Street.

The Plat is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat. Accordingly, Planner Censky suggested conditions when approving the Final Plat.

Commissioner Zimmerschied noted that Starling Lane was still referred to and it was agreed that street name would be changed.

Action:

A motion was made by Commissioner Zimmerschied, seconded by Council Member Czarnecki, to recommend the Common Council approve the Final Plat and Development Agreement for Sandhill Trails Subdivision subject to the following conditions:

1. The radius of West Oak Street where it connects to this subdivision must be modified to meet the City required 100-foot centerline radius per Chapter 14 of the Municipal Code.
2. The right-of-way line at the north end of Starling Lane (street to be renamed) to maintain a minimum 10-foot distance from the existing watermain.
3. Sidewalk at the north end of Starling Lane (street to be renamed) should be connected to the Interurban Trail.
4. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.
5. The developer shall be required to install public sidewalks and street trees along the Keup Road frontage.
6. This subdivision shall include the full complement of improvements as required in the City's Subdivision Ordinance and all infrastructure plans (i.e. sewer, water, storm sewer, road, sidewalk, grading, drainage, and erosion control) shall be reviewed and approved by the City Engineer.
7. Submittal and City Forester approval of a street tree plan showing size, location and species.
8. Label the dashed lines on Lot 9 as wetland limits and wetland setback.
9. That a new name is proposed for "Starling Lane."

The motion carried without a negative vote.

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. E.

TITLE: Consider Resolution No. 2017-05 authorizing staff to apply for a DNR Runoff Management Grant; and action thereon.

ISSUE SUMMARY: To comply with the new TMDL storm water regulations, the City is currently updating our storm water model to reflect current suspended solids, nitrogen, phosphorus, and coliform removal levels. This modelling is being funded through a 50% DNR matching grant which we received in 2015. The work will be completed this year.

Once we have quantified the effectiveness of our present storm water management measures, the next step will be to identify practical measures to close the gap between where we are with pollutant removal, and where we need to be to meet the new TMDL limits.

Since the 2018-2019 biennial grant applications are due April 15th, staff is recommending we apply for another DNR 50% matching grant to complete this phase of the planning work. The grants are awarded on a competitive basis, and there will be ever more communities applying for the funding going forward.

We estimate the study will cost a total of \$40,000 to complete, which would result in a City share of \$20,000 if we are awarded a grant. We would propose to budget \$10,000 in 2018 and \$10,000 in 2019 to meet this obligation.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Estimated \$40,000 total cost for the study of which the City share would be \$20,000 if we receive the grant. We would have to budget an extra \$10,000/year in 2018 and 2019 under the NR 216 compliance budget line.

ATTACHMENTS: Copy of Resolution No. 2017-05

INITIATED/REQUESTED BY: Tom Wiza

FOR MORE INFORMATION CONTACT: Tom Wiza-Director of Engineering and Public Works
262-375-7610

GOVERNMENTAL RESPONSIBILITY RESOLUTION FOR RUNOFF MANAGEMENT GRANTS

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CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. F.

TITLE: Consider Ordinance No. 2017-10 amending Section 10-1-34 of the Code of Ordinances to eliminate the existing loading zone on the west side of Washington Avenue located mid-block between Mill Street and Western Avenue; and action thereon. (Public Works/Sewerage Comm. 3/09/17)

ISSUE SUMMARY: There is an approximate 20 foot loading zone striped off on the west side of Washington Avenue across from P.J. Pipers. This loading zone was created for local business deliveries, but apparently is now only used occasionally by the County shared ride taxi.

STAFF RECOMMENDATION: Staff has no objection to Ordinance 2017-10.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: Due to the shortage of parking on Washington Avenue, the Public Works/Sewerage Commission recommended that the loading zone on the west side of Washington Avenue mid-block between Mill Street and Western Avenue be eliminated per the attached Ordinance.

BUDGETARY IMPACT: One hour of Public Works crew labor to block out the diagonal white striping and remove the loading zone signage.

ATTACHMENTS:

- Unofficial Minutes of the March 9, 2017 Public Works/Sewerage Commission meeting
- Copy of proposed ordinance

INITIATED/REQUESTED BY: Public Works Commission

FOR MORE INFORMATION CONTACT: Tom Wiza – Director of Engineering and Public Works
(262)375-7610

**CITY OF CEDARBURG
PUBLIC WORKS AND SEWERAGE COMMISSION
March 9, 2017**

**PW/SEW20170309-1
UNAPPROVED MINUTES**

A meeting of the Public Works and Sewerage Commission of the City of Cedarburg, Wisconsin, was held Thursday, March 9, 2017 at Cedarburg City Hall, W63 N645 Washington Avenue, second floor, Council Chambers. The meeting was called to order at 7:00 p.m. by Mayor Kinzel.

Roll Call: Present - Mayor Kip Kinzel, Jim Slavin, Council Member Mike O'Keefe, Bill Oakes, Sandy Beck, Charles Schumacher

Absent- Gary Graham

Excused - Sandra Beck, Charles Schumacher

Also Present - Director of Engineering and Public Works Tom Wiza, Wastewater Superintendent Eric Hackert, Public Works Secretary Kim Gordon, Waste Management Representative District Manager John Luby and Economic Development Member Joe Kassander

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Motion made by Commissioner Oakes, seconded by Commissioner Slavin, to approve the minutes of February 9, 2017. Motion carried unanimously with Commissioner Beck and Commissioner Schumacher excused and Commissioner Graham absent.

COMMENTS AND SUGGESTIONS FROM CITIZENS

No comments or suggestions were offered at this time.

CONSIDER REQUEST FROM WASTE MANAGEMENT TO ADD A FRIDAY REFUSE AND RECYCLING COLLECTION ROUTE TO BETTER SERVE THE COMMUNITY GIVEN THE AMOUNT OF NEW DEVELOPMENT; AND ACTION THEREON

Director Wiza informed the Commissioners this item is being brought back from last meeting for further discussion. Waste Management District Manager John Luby advised that in the event a holiday cancels one of the weekday pickups, they would have a Saturday pickup that week. Everyone would be delayed one day.

John Luby stated that notification hangers would be placed on recycle bins at least 2 weeks or more prior to the start date.

Motion made by Commissioner Guse, seconded by Commissioner Oakes, to approve the Waste Management Friday pick up of recycling and refuse. Motion carried unanimously with Commissioner Beck and Commissioner Schumacher excused and Commissioner Graham absent. Mayor Kinzel noted that the Common Council should be informed of the schedule change, but this item will not need Council approval.

DISCUSS PROPOSAL FROM JOE KASSANDER FOR STRONGER ENFORCEMENT AGAINST PROPERTY OWNERS WHO FAIL TO SHOVEL SIDEWALKS WITHIN 24 HOURS OF A SNOWFALL EVENT; AND ACTION THEREON

Director Wiza explained the Economic Development Board is dissatisfied with the number of public sidewalks that remain unshoveled 24 hours after a snow event. Joe Kassander has inquired as to why there is not better enforcement of the Ordinance. He stated that a group of people think that unshoveled sidewalks and overhanging brush hinders people from walking and shopping in the downtown area. Director Wiza explained that our crews are busy plowing and removing snow for several days after an event and to have someone inspect all 100 plus miles of sidewalks, take down all of the addresses, research the property ownership, write letters to all offenders, and then follow up with all offenders is unrealistic.

Presently enforcement of sidewalk snow and ice issues is handled on a complaint basis, and a police officer will attempt to make contact with the resident to get the sidewalk shoveled.

Mr. Kassander is proposing that the City turn over enforcement of unshoveled sidewalks to a private contractor, which would guarantee walks are cleared per the Ordinance. Residents would receive a bill in the mail each time snow removal or salting is required. Unpaid bills would be placed on the tax roll.

Commissioner Guse stated that she investigated this with the Police Department and they only get about 10-20 calls per winter. She also stated that Interfaith group shovels about 37 homes but can't get to them all done in a 24 hour period. Director Wiza will talk to Tom Frank, Chief of Police, to have his officers patrol this better.

Commissioner Guse also asked if a sign can be put up at the yard waste area during winter time that reminds residents to shovel their sidewalks. Maybe this reminder can be attached to the Wastewater flyers to make better public awareness.

Mr. Kassander provided a sample ordinance and several violation notices which are use by the City of Glendale.

REVIEW BIDS RECEIVED FOR THE 2017 STREET AND UTILITY CONSTRUCTION; AND ACTION THEREON

Bids for the 2017 street and utility construction were received and opened at 10:00 AM Tuesday March 7th. Staff prepared a summary spreadsheet of all bidders and PTS Contractors, Inc. presented the lowest bid at \$1,517,750. We have worked with them before and Director Wiza stated that he is very happy with the bids.

Motion made by Commissioner Guse, seconded by Commissioner Oakes, to recommend the Common Council award the 2017 street and utility construction bid to PTS Contractors, Inc. Motion carried unanimously with Commissioner Beck and Commissioner Schumacher excused and Commissioner Graham absent.

DISCUSS EXISTING LOADING ZONE ON THE WEST SIDE OF WASHINGTON AVENUE LOCATED MID-BLOCK BETWEEN MILL STREET AND WESTERN AVENUE; AND ACTION THEREON

Director Wiza explained that the Mayor asked that this item be placed on the agenda as parking in the downtown is at a premium. It appears this loading zone located in front of W61 N517 & W61 N521 Washington Avenue was originally created to accommodate furniture deliveries at the building which is now Real Fitness.

Director Wiza spoke with Gus Wirth who owns the building to see if the loading zone is still needed. Mr. Wirth felt it should remain and advised that the Ozaukee County shared ride taxi routinely uses the space to pick up and drop off passengers; many of whom frequent the PJ Piper Pancake House restaurant.

Commissioner Guse talked with a driver for the Ozaukee County Taxi and they cannot drop off people on the opposite side of the street and allow the riders to cross the street. She also stated that the loading zone was created back in 1989 for Carson's Hair Salon.

Motion made by Commissioner Oakes, seconded by Commissioner Slavin, to recommend the Common Council eliminate that loading zone in front of W61 N517 & W61 N521 Washington Avenue. Motion carried unanimously with Commissioner Beck and Commissioner Schumacher excused and Commissioner Graham absent.

UPDATE ON PUBLIC WORKS OPERATIONS

Director Wiza explained that there is still a "punch list" being worked on at the new DPW facility.

Director Wiza stated that PTS Contractors wants to start the street and utility project on April 3rd. This will go to the common council on March 27th.

The recommended 4 hour parking on Hanover, in front of LaBudde Group was denied by the Common Council. Linda Pierschalla, Library Director said they would work with the Historical Society on the parking issue. There is a parking agreement in place.

Commissioner Guse asked if the yard waste attendants were thanked for their years of service. Secretary Gordon will ask/remind Superintendent Bublitz to formally thank them.

UPDATE ON SEWERAGE PLANT OPERATIONS AND DISCUSSION OF MONTHLY REPORTS

Wastewater Superintendent Hackert discussed the effluent data report from February 2017.

In April, 5 small repairs will be done in Maple Manor at a cost of about \$12,000. This will be completed before the street construction.

Sludge hauling has become an issue. There are still five years left on the contract with Veolia, but they are claiming that they cannot find anyone willing to accept the sludge and they are losing money in the process. It appears they subcontracted with Badger Trucking and are now hauling to a storage tank in Hartford. These actions by Veolia have everyone confused and not sure what is going on.

Wastewater Superintendent Eric Hackert will be looking at the wastewater and sewer ordinances.

ADJOURNMENT

Council Member Mike O'Keefe moved to adjourn the meeting at 8:13 p.m. The motion was seconded by Commissioner Slavin. Motion carried unanimously with Commissioner Beck and Commissioner Schumacher excused and Commissioner Graham absent.

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Kim Gordon
Building Inspection/Public Works Secretary

ORDINANCE NO. 2017-10

**An Ordinance Eliminating the Loading Zone
on the West Side of Washington Avenue located
mid-block between Mill Street and Western Avenue**

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

SECTION 1. Section 10-1-34 of the Municipal Code of the City of Cedarburg is hereby amended as follows:

SEC. 10-1-34 LOADING ZONE PARKING RESTRICTIONS.

~~(7) — At the westerly curb line of Washington Avenue, described as being from a point one hundred fifty two (152) feet south of the south curb line of Mill Street, south for a distance of eighteen (18) feet, between the hours of 8:00 a.m. and 4:00 p.m., except Sundays and holidays.~~

SECTION 2. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this 27th day of March 2017.

Kip Kinzel, Mayor

Countersigned:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. G.

TITLE: Consider agreement with Short Elliot Hendrickson Inc. for general engineering services related to the possible construction of a communications monopole; and action thereon.

ISSUE SUMMARY: SEH has completed the communication monopole feasibility study and the findings were positive. As we work through defining the next steps and evaluating procurement options it will be important to have the consultant's technical expertise and input. Because we can't specifically define the scope nor potential time involved, SEH has proposed a general services agreement where they will charge an hourly rate and make themselves available as needed. Once we better define how we intend to proceed, it may then be prudent to obtain a proposal for monopole design and construction administration services.

STAFF RECOMMENDATION: Retain SEH on an hourly as-needed basis until we better define the project approach and timing.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Hourly consultant rates as needed.

ATTACHMENTS: SEH proposal

INITIATED/REQUESTED BY: Tom Wiza - Director of Engineering and Public Works

FOR MORE INFORMATION CONTACT: Tom Wiza 262-375-7610
Mike Herbrand 262-377-0600

Exhibit A-1
to Supplemental Letter of Agreement
Between City of Cedarburg (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated 3/02/2017

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

(Optional: Attach current equipment and reproduction charge out rate lists)

document4

SEH Hourly Billable Rates – 2017

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$155.00 - \$240.00
Project Manager	\$120.00 - \$225.00
Senior Project Specialist	\$120.00 - \$200.00
Senior Project Engineer	\$130.00 - \$200.00
Project Engineer	\$100.00 - \$160.00
Staff Engineer	\$80.00 - \$120.00
Senior Project Architect	\$130.00 - \$195.00
Project Architect	\$95.00 - \$150.00
Staff Architect	\$80.00 - \$110.00
Senior Project Scientist	\$125.00 - \$165.00
Project Scientist	\$80.00 - \$115.00
Staff Scientist	\$70.00 - \$90.00
Senior Project Planner	\$150.00 - \$195.00
Project Planner	\$85.00 - \$135.00
Staff Planner	\$70.00 - \$90.00
Project GIS Analyst	\$80.00 - \$150.00
Lead Technician	\$90.00 - \$160.00
Senior Technician	\$80.00 - \$130.00
Technician	\$60.00 - \$105.00
Word Processor	\$55.00 - \$90.00
General Clerical	\$55.00 - \$90.00
Graphic Designers	\$80.00 - \$120.00
Classification – Field Staff	Billable Rate ⁽¹⁾
Licensed Land Surveyor	\$105.00 - \$150.00
Lead Project Representative	\$95.00 - \$145.00
Sr. Project Representative	\$75.00 - \$125.00
Project Representative	\$70.00 - \$120.00
Survey Crew Chief	\$85.00 - \$120.00
Survey Instrument Operator	\$60.00 - \$90.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2017
Expires: December 31, 2017



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SHORT ELLIOTT HENDRICKSON INC.

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SEH Schedule of Expenses – 2017

Vehicle Mileage Rates

\$0.53/mile

Vehicle Allowance Costs

Resident Project Representative \$16.00/day

Survey and Field Vehicle \$4.50/hour + \$0.53/mile

Survey Equipment

Robotic Total Station \$30.00/hour

Global Positioning System (GPS) \$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

Identifiable Reproduction and Reprographic Costs – 2017 ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
– up to 30"x 42"			40.00	
– larger than 40"x 60"			75.00	
3-Ring Binder <i>size</i>	1"	2"	3"	4"
<i>cost</i>	3.20	4.80	5.60	7.24
Machine Folding				0.02
Binding				
wire				3.60
comb				3.20
Covers				
custom				0.15
blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.



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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is Intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of 3/02/2017 between City of Cedarburg ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Cedarburg

By: _____

By: _____

Title: _____

Title: _____

document5

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Cedarburg ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective 3/02/2017, this Supplemental Letter Agreement dated 3/02/2017 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **General Engineering Services**.

Client's Authorized Representative: Tom Wiza Director of Engineering & Public Works
Address: W63N645 Washington Ave
Cedarburg, WI 53012
Telephone: _____ email: twiza@ci.cedarburg.wi.us

Project Manager: Dale Romsos
Address: 501 Maple Ave
Delafield, WI 53018
Telephone: 612.325.9995 email: dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant:

General Services – General Services are services of an immediate or minor nature that will be requested and authorized by Client via Email. Examples of general services that may be requested by Client include:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.
3. Answering routine engineering-related questions.

When possible, SEH will provide a fee estimate at the time the services are requested.

Payment:

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

document6

Short Elliott Hendrickson Inc.

City of Cedarburg

By: _____

By: _____

Title: _____

Title: _____

CITY OF CEDARBURG

MEETING DATE: March 27, 2017

ITEM NO: 9. H.

TITLE: Consider amendment to renew parking lot lease with US Bank; and action thereon

ISSUE SUMMARY: The US Bank lease for the parking lot south of the Senior Center and Gym expired February 28, 2017. The bank has sent an amendment to renew the lease for five more years.

The City just repaved the lot at the end of 2016 for \$54,581.

STAFF RECOMMENDATION: Approve amendment to extend the lease.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: None, the amount of taxes on the parcels is already included in the budget.

ATTACHMENTS: Original lease and amendment

INITIATED/REQUESTED BY: Christy Mertes

FOR MORE INFORMATION CONTACT: City Administrator/Treasurer Christy Mertes, 375-7606

LEASE

This agreement, made and entered into as of the 1st day of February 2012 by and between **US Bank**, which has an office at N61 W6312 Turner Street, Cedarburg, Wisconsin, (hereinafter referred to as "Lessor"), **City of Cedarburg**, a municipal corporation, (hereinafter referred to as "Lessee").

WITNESSETH:

1. That Lessor does hereby lease and let unto Lessee the real estate described in the attached Exhibit A, (hereinafter referred to as the "Premises") which is made a part hereof as though fully set forth herein, for a term of five (5) years commencing on the **1st day of March 2012** and expiring on the **28th day of February 2017** hereinafter referred to as the "Expiration Date"). Lessee agrees to pay to Lessor as and for rental each year the sum of One and No/100th Dollars (\$1.00) plus all real estate taxes and all other charges assessed against the Property, City of Cedarburg, Tax Key Numbers 13-050-10-15-004 and 13-107-04-03-001 for that year. Rent shall be payable annually in arrears on the 15th day of February of each year during the term of this Lease, commencing on **15th day of February 2013** (with the 15th day of February 2013 payment to include the full amount of real estate tax and all other charges assessed against the Property for the year 2012), and on the 15th day of each February thereafter until the Expiration Date. The real estate taxes and all other charges assessed against the Property or to be assessed against the Property for 2017 shall be estimated based on the best information then available to Lessor and Lessee and prorated through the Expiration Date, and Lessee shall pay the amount of all such taxes and charges which are prorated through the Expiration Date, to Lessor on the Expiration Date.

2. It is understood by and between the parties that Lessee is renting the Premises for the purposes of operating and maintaining thereon a municipal parking lot and Lessee shall not use the Premises for any other purpose. Lessee shall have the right to make alterations or additions to the Premises reasonably necessary for parking lot usage at its sole cost and expense, with the prior written consent of Lessor.

3. Lessor shall have the right to terminate this Lease at any time prior to the Expiration Date by giving Lessee ninety (90) days written notice thereof delivered to the Cedarburg City Clerk, Cedarburg, Wisconsin.

4. Upon termination of this Lease by expiration of time or otherwise, Lessee shall surrender the Premises to Lessor in as good condition and repair as when delivered to Lessee by Lessor. All alterations, additions and improvements made to the Premises by Lessee shall remain and become the property of Lessor.

5. Lessee agrees to repair and maintain the Premises without any cost to Lessor. Lessee shall, at all times and at Lessee's expense keep and cause to be kept in good repair, any improvements constructed on the Premises and shall keep the asphalt surface of the Premises coated, sealed and striped. Lessee shall keep and maintain the Premises free from rubbish, paper, cans, trash, debris, flammable materials of any description, and any materials defined as

US BANK LEASE

Page 2

Tax Key Numbers 13-050-10-15-004 and 13-107-04-03-001

hazardous under any local, state or federal law, regulation or ordinance, and at all times, in a clean fashion and sanitary condition. A high standard of cleanliness, aesthetic and pleasing appearance consistent with the standards of the City of Cedarburg and the adjacent property owners is required to Lessee under this Lease. Lessee shall, at its expense, mow and maintain any grass areas and during the winter months, shall, at its expense, remove any snow and ice from the Premises and abutting sidewalks. Lessee agrees not to create, incur, impose or permit or suffer to exist any lien or other obligation against the Premises, and Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands, including reasonable attorney's fees, by persons against the Premises or Lessor relating to or arising out of all repairs and maintenance.

6. Lessee shall secure and maintain, at its own expense, in full force and effect during the entire term of this Lease and provide Lessor with evidence of general liability insurance including garage keeping legal liability insurance covering its liability under this Lease and protecting Lessor, its agents or employees from any and all claims for personal injuries or deaths or property damage which shall arise out of or in connection with the Premises, or the performance of any work or operation thereon. The limits of the general liability insurance to be provided pursuant to this Lease shall be at least \$500,000 for injuries or deaths sustained by one person, and \$1,000,000 for injuries or deaths sustained by two or more persons in any one occurrence and \$500,000 insurance for property damage. The limits of the garage keepers legal liability shall be at least \$50,000 for comprehensive coverage and \$50,000 for collision coverage for each vehicle. This insurance shall be written in the name of Lessor and of Lessee as their interest may appear and must contain a waiver of subrogation.

7. Lessor agrees that so long as Lessee duly and punctually performs and observes all of its obligations under this Lease, Lessee's right to occupy the Premises shall not be disturbed.

8. Lessee shall not use the Premises or permit anything to be done on or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereinafter enacted or promulgated. Lessee shall at its sole cost and expense, comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereinafter in force, including, but not limited to, the Americans with Disabilities Act of 1990.

9. Lessee shall not assign or sublet the whole or any portion of this Lease or the Premises.

10. Lessor reserves the right to and shall at all reasonable times have the right to re-enter the Premises to inspect the same or to show the Premises to prospective purchasers or tenants.

11. If all or any part of the Premises shall be taken by any public authority under its power of condemnation or like proceeding, Lessor shall have the right to terminate this Lease as of the date possession shall be taken by the acquiring authority, upon giving written notice to Lessee, and the rental payable hereunder shall be apportioned accordingly. In the event of any such taking, Lessor shall solely be entitled to all damages awarded by the acquiring authority.

US BANK LEASE

Page 3

Tax Key Numbers 13-050-10-15-004 and 13-107-04-03-001

12. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor for any loss, claim, injury or damage to any person or property in and about the Premises, by or from any cause whatsoever. Lessee holds Lessor harmless from and agrees to defend Lessor against and indemnify Lessor over any and all claims or liability, including reasonable attorneys' fees, for any injury or damage to any person or property whatsoever, occurring in, on, or about the Premises or any part thereof however caused.

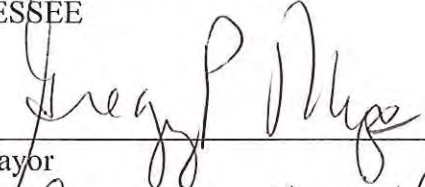
13. If default is made in the payment of the rent at the times above stated or if the Lessee shall break any of the covenants and agreements herein contained, or if Lessee becomes insolvent or the subject of any bankruptcy, reorganization, or like proceedings, or if this Lease shall by act of Lessee or by operation of law or otherwise pass to any party other than Lessee, Lessor shall have all rights or remedies it may have by law or otherwise including, but not limited to, the immediate right at any time thereafter, without notice, to declare this Lease void and the terms herein contained ended, or may re-enter the Premises and expel Lessee using such force as may be necessary without prejudice to any remedies which the Lessor may have to collect rent hereunder, and to relet or otherwise use the Premises as it sees fit in its sole and absolute discretion.

14. All the covenants herein contained shall bind the parties and their respective successors and assigns as if they were in all cases named, and all of said covenants shall be construed as covenants running with the land.

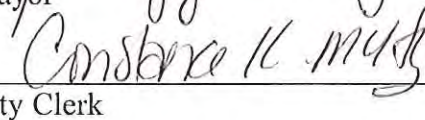
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 1st day of February 2012.

CITY OF CEDARBURG

LESSEE

 (Seal)

Mayor

 (Seal)

City Clerk


US BANK

LESSOR

 (Seal)

Joseph G. Ullrich, Vice President

U.S. BANK NATIONAL ASSOCIATION

 (Seal)

Kristin D. Layeux, Vice President

U.S. BANK NATIONAL ASSOCIATION

EXHIBIT A

That part of Lots 3 and 4, Block 4, Hilgen, Schroeder and Others Plat of the City of Cedarburg, and part of Lot 15, Block 10, Assessor's Plat of the City of Cedarburg, in the South East 1/4 of Section 27, Township 10 North, Range 21 East, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Lot 4; thence S. 74° 49' 30" W. along the south line of said Lot 4, 8.25 feet to a point in the westerly line of Washington Avenue (66.00 feet wide); thence N. 15° 10' 30" W. along the westerly line of said Washington Avenue 2.60 feet to the point of beginning of the land to be described; thence continuing N. 15° 10' 30" W. along the westerly line of said Washington Avenue 61.00 feet to a point; thence S. 74° 42' 30" W. on a line 298.92 feet to a point in a curved line; thence Southwesterly on a curved line (whose center lies to the southeast, having a radius of 425.67 feet, with a chord of 86.48 feet, bearing S. 49° 37' 12.5" W.) a distance of 86.63 feet to a point in the curved easterly line of Hanover Street; thence southeasterly along the easterly line of said Hanover Street on a curved line (whose center lies to the northeast), having a radius of 175.92 feet, with a chord of 24.95 feet, with an arc distance of 25.02 feet on the easterly line of said Hanover Street; thence N. 74° 49' 30" E. along a line parallel to and 2.60 feet distant from the south line of said Lot 4, 375.73 feet to the point of beginning.



U.S. Bank Corporate Real Estate
W192N5724 Spencers Pass
Menomonee Falls, WI 53051
262-252-3007

All of **us** serving you™

February 14, 2017

Ms. Christy Mertes
City Administrator / Treasurer
City of Cedarburg
P.O. Box 49
W63N645 Washington Ave.
Cedarburg, WI 53012

Dear Ms. Mertes:

Enclosed please find two (2) copies of the Lease Amendment's between the City of Cedarburg and U.S. Bank National Association for the parking lots located on Turner Street. Please date and sign all copies and return to my attention. Fully executed copies will be returned for your records.

If you have any questions, please do not hesitate to contact me at 262-252-3007 or [steven.raysich@usbank.com].

Sincerely,

A handwritten signature in black ink, appearing to read "Steven J. Raysich".

Steven J. Raysich
Transaction Manager
U.S. Bank National Association

Enclosures

AMENDMENT NO. 1 TO LEASE

It is hereby mutually agreed this _____ day of February, 2017, between **U.S. Bank National Association**, as **Landlord**, and **City of Cedarburg**, a municipal corporation as **Tenant**, that all terms, covenants, conditions, and agreements of the Lease between Landlord and Tenant, dated February 1, 2012, (the "Lease") covering premises as described on Exhibit A of the Lease commonly known as Lot 3, 4 & 15 (the "Leased Premises"), is hereby amended (the "Amendment") as follows:

1. **Renewal Term.** The renewal term of the Lease with respect to the Leased Premises shall be for a period of **five (5) years** and shall commence **March 1, 2017**. The Lease shall now expire on **February 28, 2022**.
2. **Acknowledgement.** Tenant hereby acknowledges that Tenant has no extension, renewal, expansion, contraction or termination rights or rights of first offer or refusal with respect to the Leased Premises or any other space in the Building or this Lease (collectively, "Modification Rights"). Any provision in the Lease that might be interpreted to establish any such Modification Rights is hereby deleted.
3. **Brokerage Commission.** Landlord and Tenant hereby represent and warrant to each other that no commission is due and payable to any broker or leasing agent in connection with this Amendment as a result of its own dealings with any such broker or leasing agent. Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against all losses, damages, costs and expenses (including reasonable attorneys' fees) suffered by the other party as a result of any breach of the foregoing representation and warranty.
4. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall be considered one and the same Amendment, even though all parties hereto have not signed the same counterpart. Signatures on this Amendment which are transmitted by facsimile or PDF scan shall be valid for all purposes. Any party shall, however, deliver an original signature for this Amendment to the other party upon request.
5. **Reaffirmation of Lease.** Except as expressly amended herein, all of the terms and conditions of the Lease remain in full force and effect.
6. **Use of Name and/or Trademark.** Tenant may not use Landlord's name or trademarks in connection with any advertisement, electronic or print publication, metatag, news release or release to any professional or trade publications without Landlord's prior written consent which may only be given by a Senior Vice President of Landlord.
7. **USA PATRIOT Act.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual/business requesting services from Landlord. Accordingly, Landlord may ask Tenant for information, including but not limited to, name, address, date of incorporation or formation, principal place of business, state of incorporation and other information about Tenant and Tenant's business that will allow Landlord to identify Tenant, and Tenant will furnish that information to Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment No. 1 to Lease as of the day and year first above written.

U.S. Bank National Association
as Landlord

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

City of Cedarburg
as Tenant

By: _____

Name: _____

Date: _____

CITY OF CEDARBURG TRANSFER LIST

'3/8/17-3/22/17

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
3/13/2017	\$2,596.75	Light & Water Cycle 2
3/15/2017	\$207,000.00	PWSB Payroll
3/16/2017	\$495.00	Police Association Union-contributions for 2/26/17-3/11/17
3/16/2017	\$3,965.86	North Shore Bank-contributions for 2/26/17-3/11/17
3/16/2017	\$5,560.15	Health Savings Accounts-contributions for 2/26/17-3/11/17
3/16/2017	\$3,102.58	ICMA-contributions for 2/26/17-3/11/17
3/17/2017	\$100.00	State of Wisconsin-March garnishment
3/17/2017	\$16,747.05	State of Wisconsin-February sales tax
3/20/2017	\$24,250.62	Light & Water Cycle 3
3/22/2017	\$15,176.87	Light & Water Cycle 4
	<u>\$278,994.88</u>	

PWSB PAYROLL ACCOUNT		
3/17/2017	\$139,840.33	Payroll for 2/26/17-3/11/17
3/17/2017	\$66,792.28	Payroll taxes for 2/26/17-3/11/17
	<u>\$206,632.61</u>	



CITY OF CEDARBURG

03/17/17 2:18 PM

Page 1

*Check Detail Register©

MARCH 2017

	Check Amt	Invoice	Comment
111300 PWSB Checking			
Unpaid ADP, LLC.			
E 100-515600-210 PROFESSIONAL SERVICES	\$519.56	489563786	TREAS-2/25/17 PAYROLL
Total ADP, LLC.	\$519.56		
Unpaid BENDLIN FIRE EQUIPMENT CO.,INC			
E 100-533440-295 STREET SWEEPING	\$40.00	95084	DPW-NST LEXAN NOZZLE W/BUMPER
Total BENDLIN FIRE EQUIPMENT CO.,INC	\$40.00		
Unpaid BEST BUY BUSINESS ADVANTAGE			
E 100-533210-350 OPERATING SUPPLIES	\$382.44	2669311	DPW-BLUETOOTH RECEIVER/APPLE TV 32GB
Total BEST BUY BUSINESS ADVANTAGE	\$382.44		
Unpaid BEYER S HARDWARE STORE			
E 100-533210-350 OPERATING SUPPLIES	\$10.79	129000	DPW-PAINT THINNER
E 100-533210-350 OPERATING SUPPLIES	\$6.75	129029	DPW-CRIMP COARSE WHEEL/CRIMP CUP BRUSH
E 601-573830-340 MAINTENANCE SUPPLIES	\$6.18	129063	WW-COUPLING
E 601-573830-340 MAINTENANCE SUPPLIES	\$58.29	129088	WW-SUPER SPRAYER/GRIP LINER/RAIN-X SPRAY
Total BEYER S HARDWARE STORE	\$82.01		
Unpaid BH TUBES			
E 100-533210-353 MAINTENANCE PARTS	\$713.76	31308	DPW-SS OIL PAN FOR CAT C-7 REAR SUMP
Total BH TUBES	\$713.76		
Unpaid BLUETARP FINANCIAL, INC			
E 100-533210-350 OPERATING SUPPLIES	\$398.68	27392315	DPW-SHELF CART
Total BLUETARP FINANCIAL, INC	\$398.68		
Unpaid BUBLITZ CREATIVE			
E 260-555110-290 MAINT/CONTRACTED SERVIC	\$160.00	3276	LIBR-CREATED & EDITED EVENTS LIST
Total BUBLITZ CREATIVE	\$160.00		
Unpaid CAPITAL ONE COMMERCIAL			
E 601-573830-342 JANITORIAL SUPPLIES	\$103.72	002267	WW-BRKRM/CLEANING SPLYS
E 400-533210-847 DPW CENTER IMPROVEMENT	\$487.80	062477	PW FAC.-KEURIG/EDSAL RACK/SHELVES/BRKRM SPLYS
E 400-533210-847 DPW CENTER IMPROVEMENT	\$458.41	062517	PW FAC.-EDSAL RACKS/SHELVES/BRKRM SPLYS
Total CAPITAL ONE COMMERCIAL	\$1,049.93		
Unpaid CARQUEST AUTO PARTS			
E 100-533210-353 MAINTENANCE PARTS	\$36.43	1976-310921	DPW-BODY PLUG/AIR CHUCKS
E 100-533210-353 MAINTENANCE PARTS	\$2.66	1976-310937	DPW-VEH #73-LUBE
E 100-533210-353 MAINTENANCE PARTS	\$8.08	1976-310940	DPW-VEH#73-AIR FILTER
E 100-533210-351 GAS AND OIL EXPENSE	\$56.86	1976-310957	DPW-VEH#7-FUEL/AIR/OIL FILTERS
Total CARQUEST AUTO PARTS	\$104.03		
Unpaid CEDARBURG LIGHT & WATER			
E 601-573850-216 L&W BILLING	\$8,908.93	6521	WW-MARCH 2017 SEWERAGE BILLING



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Total	CEDARBURG LIGHT & WATER	\$8,908.93		
Unpaid	CEDARBURG SCHOOL DISTRICT			
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$510.00	RENTAL	REC-RENTAL-PARKVIEW YTH B-BALL-MARCH 2017
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$300.00	RENTAL	REC-RENTAL-POOL-JAN-FEB. 2017
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$280.00	RENTAL	REC-RENTAL-POOL-MARCH 2017
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$360.00	RENTAL	REC-RENTAL-THORSON YTH B-BALL-MARCH 2017
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$135.00	RENTAL	REC-RENTAL-WEBSTER ADULT B-BALL-MARCH 2017
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$500.00	RENTAL	REC-RENTAL-WESTLAWN/CUSTODIAL-MARCH 2017
Total	CEDARBURG SCHOOL DISTRICT	\$2,085.00		
Unpaid	CENTURY FENCE CO.			
E 100-555510-240	REPAIR AND MAINTENANCE	\$930.00	174550201	PARKS-BEHLING FIELD FENCE REPAIRS
Total	CENTURY FENCE CO.	\$930.00		
Unpaid	CINTAS CORPORATION			
E 100-533210-350	OPERATING SUPPLIES	\$113.24	184804159	DPW-UNIFORMS
Total	CINTAS CORPORATION	\$113.24		
Unpaid	COMPASS MINERALS AMERICA			
E 100-533450-450	SNOW AND ICE MATERIALS	\$29,995.54	71612468	DPW-BULK HWY COARSE W/YPS
Total	COMPASS MINERALS AMERICA	\$29,995.54		
Unpaid	EMMONS BUSINESS INTERIORS			
E 100-515400-310	OFFICE SUPPLIES	\$670.00	126713	ASSESSOR-5 DRAWER FILE CABINET
Total	EMMONS BUSINESS INTERIORS	\$670.00		
Unpaid	FASTENAL COMPANY			
E 100-533210-350	OPERATING SUPPLIES	\$220.76	WISAU90883	DPW-SOCKET SET
E 100-533210-350	OPERATING SUPPLIES	\$386.84	WISAU90887	DPW-COMPARTMENTS W/ LATCHES
E 100-533210-350	OPERATING SUPPLIES	\$78.21	WISAU90950	DPW-BRAKLEEN
Total	FASTENAL COMPANY	\$685.81		
Unpaid	GALL PLUMBING, INC			
E 100-522100-240	REPAIR AND MAINTENANCE	\$793.00	13944	PD-REPAIRS TO SINKS/DRAINS
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$150.00	9373441709	DPW-TOOL MOTOR
Total	GALL PLUMBING, INC	\$943.00		
Unpaid	GRAFTON SENIOR CENTER			
G 100-264000	SENIOR CENTER TOURS	\$1,686.82	(100)	SR TOURS-BEAUTY AND THE BEAST TOUR
Total	GRAFTON SENIOR CENTER	\$1,686.82		
Unpaid	GRAINGER			
E 100-533210-351	GAS AND OIL EXPENSE	\$433.00	9373441709	DPW-TOOL MOTOR
E 601-573830-340	MAINTENANCE SUPPLIES	\$343.50	9377646964	WW-PRESSURE GAUGE
Total	GRAINGER	\$776.50		
Unpaid	HEIN ELECTRIC SUPPLY CO			
E 100-518100-350	OPERATING SUPPLIES	\$143.71	328092-00	COMPLEX-HID REPLACEMENT BAS/LED2



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Total HEIN ELECTRIC SUPPLY CO		\$143.71		
Unpaid	INFOSEND, INC.			
E 601-573850-390	OTHER EXPENSES	\$53.35	118230	WW-2017 SEWER RATES INSERTION FEE
Total INFOSEND, INC.		\$53.35		
Unpaid	INTERCLEAN EQUIPMENT INC			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$1,344.55	19916	PW FAC-VEHICLE DETERGENT
Total INTERCLEAN EQUIPMENT INC		\$1,344.55		
Unpaid	JAMES IMAGING SYSTEMS, INC.			
E 100-514700-385	EQUIPMENT OUTLAY	\$429.61	20305763	1ST FLOOR COPIER RENTAL
E 100-514700-385	EQUIPMENT OUTLAY	\$278.73	20305763	2ND FLOOR COPIER RENTAL
E 100-555510-350	OPERATING SUPPLIES	\$359.52	20305763	REC DEPT COPIER RENTAL
Total JAMES IMAGING SYSTEMS, INC.		\$1,067.86		
Unpaid	JANI-KING OF MILWAUKEE/ROYAL F			
E 100-533210-350	OPERATING SUPPLIES	\$138.00	MIL02170614	DPW-FEBRUARY 2017 PARTIAL BEGINNING 2/18/17
E 100-533210-350	OPERATING SUPPLIES	\$368.00	MIL03170560	DPW-MARCH 2017 JANITORIAL
Total JANI-KING OF MILWAUKEE/ROYAL F		\$506.00		
Unpaid	JURJEVIC, JEAN			
E 100-533210-350	OPERATING SUPPLIES	\$400.00	EQUIPMENT	PW FAC-USED WORKOUT EQUIPMENT PURCHASE
Total JURJEVIC, JEAN		\$400.00		
Unpaid	LAERDAL MEDICAL CORPORATION			
E 220-555390-372	SAFETY EQUIPMENT	\$143.45	2017/2000021	BLS PROVIDER MANUALS 2015
Total LAERDAL MEDICAL CORPORATION		\$143.45		
Unpaid	M SQUARED ENGINEERING LLC			
E 400-533311-876	2016 STREET & UTILITY PROJ	\$2,000.00	17027	2016 STREET PROJ-AS-BUILT SURVEY/DRAWINGS
G 601-187023	STREET & UTILITY IMPROVEM	\$2,000.00	17027	WW-2016 STREET PROJ-AS-BUILT SURVEY/DRAWINGS
E 400-533311-854	STREET IMPROVEMENTS	\$5,225.00	17028	2017 STREET PROJ-DESIGN/STAKING
E 400-533440-877	STORM SEWER CAPITAL PRJ	\$1,235.00	17028	2017 STREET PROJ-STORM SEWER
G 601-187023	STREET & UTILITY IMPROVEM	\$1,615.00	17028	WW-2017 STREET PROJ-SANITARY SEWER
G 400-156200	DUE FROM LIGHT & WATER	\$1,425.00	17028	L&W-2017 STREET PROJ-WATER
Total M SQUARED ENGINEERING LLC		\$13,500.00		
Unpaid	MID-MORAIN ASSOCIATION-JACKSO			
E 100-511100-330	TRAVEL & TRAINING	\$23.75	DINNER MTG	COUNCIL-3/22/17 MID-MORAIN DINNER MTG-O'KEEFE
E 100-511100-320	PROF PUBLICATIONS AND DU	\$627.67	DUES	COUNCIL-2017 MEMBERSHIP DUES
Total MID-MORAIN ASSOCIATION-JACKSO		\$651.42		
Unpaid	MIKE THE PLUMBER			
E 100-518100-240	REPAIR AND MAINTENANCE	\$420.60	14023	COMPLEX-REPAIR TO WMS LAV. FAUCET-LL
Total MIKE THE PLUMBER		\$420.60		



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Unpaid	MOEGENBURG, CHUCK			
	E 100-518100-240 REPAIR AND MAINTENANCE	\$110.00	20170213001	COMPLEX-3/2/17 CLEAN ENTRIES CITY HALL
	Total MOEGENBURG, CHUCK	\$110.00		
Unpaid	MORAIN PARK TECHNICAL COLLEGE			
	E 220-555390-372 SAFETY EQUIPMENT	\$126.00	S0060119	REC-CERT/SAFETY CARDS
	Total MORAIN PARK TECHNICAL COLLEGE	\$126.00		
Unpaid	OFFICE DEPOT			
	E 100-522110-310 OFFICE SUPPLIES	\$116.75	909535157001	PD-LAMINATING POUCH/HP INK
	E 100-522110-310 OFFICE SUPPLIES	\$99.99	911293036001	PD-CHAIRMAT
	Total OFFICE DEPOT	\$216.74		
Unpaid	OWEN S OFFICE SUPPLIES			
	E 100-513100-330 TRAVEL & TRAINING	\$3.93	25110	MAYOR-NAME BADGES FOR BUS. FORUM
	Total OWEN S OFFICE SUPPLIES	\$3.93		
Unpaid	OZAUKEE ACE HARDWARE			
	E 100-533210-350 OPERATING SUPPLIES	\$49.49	149529	DPW-SNOW PUSHER 30" BLADE
	Total OZAUKEE ACE HARDWARE	\$49.49		
Unpaid	OZAUKEE COUNTY CLERK OFCOURTS			
	R 100-451101 COURT PENALTIES & COSTS	\$300.00	BOND	AUDREY ANNA K LEWIS 11/27/1996
	Total OZAUKEE COUNTY CLERK OFCOURTS	\$300.00		
Unpaid	OZAUKEE DISPOSAL CORPORATION			
	E 601-573830-297 REFUSE COLLECTION	\$1,525.00	IN40252	WW-FEBRUARY 2017 1 YARD DUMPSTER (PICK UP)
	Total OZAUKEE DISPOSAL CORPORATION	\$1,525.00		
Unpaid	PENFLEX, INC.			
	E 100-522230-152 RETIREMENT	\$1,245.00	17-0087	LOSA-STD FEE TO CALC AND CERTIFY BENEFITS PAYABLE
	Total PENFLEX, INC.	\$1,245.00		
Unpaid	PITNEY BOWES GLOBAL FINANCIAL			
	E 100-514100-240 REPAIR AND MAINTENANCE	\$112.51	3302946564	CLERKS-MARCH 2017 LEASE
	Total PITNEY BOWES GLOBAL FINANCIAL	\$112.51		
Unpaid	PITNEY BOWES INC			
	E 100-522120-240 REPAIR AND MAINTENANCE	\$61.19	1003466362	PD-INK CARTRIDGE
	Total PITNEY BOWES INC	\$61.19		
Unpaid	PORT WASHINGTON SENIOR CENTER			
	G 100-264000 SENIOR CENTER TOURS	\$6.00	(100)	SR TOURS-2/24/17 ONEIDA CASINO TOUR
	Total PORT WASHINGTON SENIOR CENTER	\$6.00		
Unpaid	RUDIG TROPHIES			
	E 220-555390-347 SUPPLIES AND EXPENSES	\$1,165.20	51833	REC-BASKETBALL TROPHIES



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Total	RUDIG TROPHIES	\$1,165.20		
Unpaid	RUEKERT & MIELKE			
G 601-187032	SHEBOYGAN RD LIFT STATION	\$2,333.85	118252	WW-JAN/FEB 2017 CONSTRUCTION ADMIN
E 601-573825-312	COMPUTER/COPIER SUPPLIE	\$1,636.82	118253	WW-2017 SCADA SERVICE
Total	RUEKERT & MIELKE	\$3,970.67		
Unpaid	RUSSEL METALS WILLIAMS BAHCALL			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$668.09	02717514	PW FAC.-HOT ROLL PLACE/HOLLOW STRUC. SQ/RECT.
E 400-533210-847	DPW CENTER IMPROVEMENT	\$1,948.45	02718064	PW FAC.-HOLLOW STRUCT. RECT./HOT ROLL PLATES
Total	RUSSEL METALS WILLIAMS BAHCALL	\$2,616.54		
Unpaid	RYCHTIK WELDING, INC.			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$150.24	49670	PW FAC-RECEIVER TUBE/7.25# CHANNEL
E 400-533210-847	DPW CENTER IMPROVEMENT	\$152.84	49756	PW FAC.-RECEIVER TUBES
E 400-533210-847	DPW CENTER IMPROVEMENT	\$49.05	49800	PW FAC.-5: CHANNEL
Total	RYCHTIK WELDING, INC.	\$352.13		
Unpaid	SETTLERS INN			
E 100-514200-310	OFFICE SUPPLIES	\$545.02	635430	ELECTIONS-2/21/17 FOOD FOR ELECTION
Total	SETTLERS INN	\$545.02		
Unpaid	SHORT ELLIOTT HENDRICKSON INC			
E 400-518100-806	CITY HALL IMPROVEMENTS	\$7,605.80	328989	MONOPOLE FEASIBILITY STUDY
Total	SHORT ELLIOTT HENDRICKSON INC	\$7,605.80		
Unpaid	SIMPLEXGRINNELL LP			
E 100-518100-240	REPAIR AND MAINTENANCE	\$663.60	79277248	COMPLEX-ANNUAL WET/DRY SPRINKLER INSPECTION
Total	SIMPLEXGRINNELL LP	\$663.60		
Unpaid	SOUTHEAST WISCONSIN TECH			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$609.89	S5722	PW FAC-GAUGE/AIR CHECK
Total	SOUTHEAST WISCONSIN TECH	\$609.89		
Unpaid	STAPLES ADVANTAGE			
E 100-514700-312	COMPUTER/COPIER SUPPLIE	\$19.47	8043336255	IT-CABLE COUPLERS
E 100-515600-310	OFFICE SUPPLIES	\$50.14	8043336255	TREAS-CALC ROLLS/FILE JACKETS
Total	STAPLES ADVANTAGE	\$69.61		
Unpaid	STATE OF WISCONSIN DOJ			
E 100-522110-225	TELEPHONE	\$63.00	L4603T	PD-FEBRUARY 2017 TIME
Total	STATE OF WISCONSIN DOJ	\$63.00		
Unpaid	STEVLIN S HARDWARE, INC.			
E 601-573830-340	MAINTENANCE SUPPLIES	\$51.09	29861	WW-MORTISE CYLINDER/TUMBLERS
Total	STEVLIN S HARDWARE, INC.	\$51.09		



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Unpaid	SYNCHRONY BANK			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$616.51	3155	PW FAC-RAKES/TOOL HOLDER/SHOVEL
	Total SYNCHRONY BANK	\$616.51		
Unpaid	TARCO INDUSTRIES INC			
E 100-533210-350	OPERATING SUPPLIES	\$367.95	48602	DPW-55 PC MASTER SCREW EXTR./DRILL SET
	Total TARCO INDUSTRIES INC	\$367.95		
Unpaid	TIME WARNER CABLE			
E 100-514700-220	Internet	\$1,039.60	702696601	CH-INTERNET
E 100-533210-350	OPERATING SUPPLIES	\$166.95	707258501	DPW-STOP1 INTERNET
E 100-555510-220	Internet	\$166.94	707258501	PARKS-STOP1 INTERNET
E 100-522110-225	TELEPHONE	\$113.99	707259901	PD-STOP 2
E 100-518100-225	TELEPHONE	\$67.98	708014601	CH-PRI
E 100-513100-225	TELEPHONE	\$7.55	708014601	MAYOR-PRI
E 100-513200-225	TELEPHONE	\$7.55	708014601	ADMIN-PRI
E 100-514100-225	TELEPHONE	\$37.77	708014601	CLERK-PRI
E 100-515600-225	TELEPHONE	\$22.66	708014601	TREAS-PRI
E 100-515400-225	TELEPHONE	\$15.11	708014601	ASSESSOR-PRI
E 100-522310-225	TELEPHONE	\$15.11	708014601	BLDG INSP-PRI
E 100-533110-225	TELEPHONE	\$22.66	708014601	ENG-PRI
E 100-566310-225	TELEPHONE	\$15.11	708014601	PLANNING-PRI
E 100-533210-225	TELEPHONE	\$30.22	708014601	DPW-PRI
E 220-555390-225	TELEPHONE	\$30.22	708014601	REC-PRI
E 100-555140-225	TELEPHONE	\$15.11	708014601	SR CTR-PRI
E 601-573825-225	TELEPHONE	\$60.43	708014601	WW-PRI
E 100-522410-225	TELEPHONE	\$22.66	708014601	EM-PRI
E 100-522230-225	TELEPHONE	\$15.11	708014601	FD-PRI
E 240-555320-225	TELEPHONE	\$37.77	708014601	POOL-PRI
E 240-555320-210	PROFESSIONAL SERVICES	\$159.99	709737801	POOL-INTERNET
E 100-522110-225	TELEPHONE	\$496.27	709872301	PD-PRI2
	Total TIME WARNER CABLE	\$2,566.76		
Unpaid	UW-EXTENSION			
E 100-514100-330	TRAVEL & TRAINING	\$105.00	TRAINING	CLERKS-BOARD OF REVIEW 2017 DVD
	Total UW-EXTENSION	\$105.00		
Unpaid	VALU RITE CORPORATION			
E 100-515400-210	PROFESSIONAL SERVICES	\$1,125.00	CONTRACT	ASSESSOR-MARCH 2017 COMMERCIAL SERVICES
	Total VALU RITE CORPORATION	\$1,125.00		
Unpaid	WALTS PETROLEUM SERVICE INC			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$53.51	85507	PW FAC.-FM ENCLOSURE LOCK W/LOCK BAR & KEYS
	Total WALTS PETROLEUM SERVICE INC	\$53.51		
Unpaid	WASTE MANAGEMENT OF WI-MN			
E 100-533440-295	STREET SWEEPING	\$2,602.25	0050552-2286-	DPW-FEBRUARY 2017 STREET SWEEPING



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Total WASTE MANAGEMENT OF WI-MN		<u>\$2,602.25</u>		
Unpaid	WASTE MANAGEMENT OF WISCONSIN			
E 100-533710-290	MAINT/CONTRACTED SERVIC	\$34,151.91	6031935-2275-	RUBBISH-FEBRUARY 2017
E 100-533730-290	MAINT/CONTRACTED SERVIC	\$16,519.36	6031935-2275-	RECYCLING-FEBRUARY 2017
Total WASTE MANAGEMENT OF WISCONSIN		<u>\$50,671.27</u>		
Unpaid	WE ENERGIES			
E 100-522410-224	NATURAL GAS	\$105.52	0073-603-522	EM-WESTERN RD
E 100-522230-224	NATURAL GAS	\$748.27	0461-777-971	FD-MEQUON AVE
E 100-555510-224	NATURAL GAS	\$144.31	1010-312-045	BOY SCOUT HOUSE
E 100-555510-224	NATURAL GAS	\$101.44	1201-902-213	GIRL SCOUT HOUSE
E 601-573840-224	NATURAL GAS	\$35.43	1215-012-928	WW-GARFIELD ST LS #9
E 601-573840-224	NATURAL GAS	\$10.82	1231-799-804	WW-KENZIE WAY LS #11
E 260-555110-224	NATURAL GAS	\$787.37	2664-690-477	LIBR-HANOVER AVE
E 100-533210-222	ELECTRIC	\$138.51	3090-975-495	STATE RD 60-ELECTRIC
E 601-573840-224	NATURAL GAS	\$13.70	3226-404-229	WW-EVERGREEN CT LS #7
E 601-573825-224	NATURAL GAS	\$109.87	3676-352-296	WW-PARK LANE WWTP-UV
E 240-555320-224	NATURAL GAS	\$24.65	3800-407-384	POOL-EVERGREEN BLVD
E 100-522230-224	NATURAL GAS	\$529.00	3867-586-082	FD-MEQUON AVE
E 100-518100-224	NATURAL GAS	\$758.37	4273-838-952	CITY HALL
E 601-573840-224	NATURAL GAS	\$13.65	4840-580-943	WW-HIGHLAND DR LS #8
E 100-518100-224	NATURAL GAS	\$948.79	6030-376-666	LINCOLN BLDG
E 601-573825-224	NATURAL GAS	\$338.58	6058-143-423	WW-PARK LANE-CONTROL BLDG
E 100-533210-224	NATURAL GAS	\$1,114.06	6625-353-957	DPW FACILITY
E 601-573840-224	NATURAL GAS	\$10.93	6625-972-176	WW-DORCHESTER LS #4
E 240-555320-224	NATURAL GAS	\$9.57	6829-107-991	POOL-EVERGREEN BLVD STE 2
E 601-573840-224	NATURAL GAS	\$10.93	7009-148-866	WW-KEUP RD LS #10
E 100-522100-224	NATURAL GAS	\$9.57	7090-613-994	PD-WAUWATOSA RD-UNIT G
E 100-522100-224	NATURAL GAS	\$918.38	7289-351-610	PD-WAUWATOSA RD
E 100-518100-224	NATURAL GAS	\$1,158.69	9472-045-425	COMM GYM
Total WE ENERGIES		<u>\$8,040.41</u>		
Unpaid	WEISENBERGER, ERIC			
E 100-519200-343	AWARDS, SUPPLIES	\$25.00	SERVICE AW	5 YEARS CONTINUOUS SERVICE AWARD
Total WEISENBERGER, ERIC		<u>\$25.00</u>		
Unpaid	ZARNOTH BRUSH WORKS INC			
E 100-533450-340	MAINTENANCE SUPPLIES	\$1,892.40	0163649-IN	DPW-GUTTER BROOMS/SCRAPERS/DEFLECTORS
Total ZARNOTH BRUSH WORKS INC		<u>\$1,892.40</u>		
111300 PWSB Checking		<u>\$158,010.66</u>		



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Fund Summary

111300 PWSB Checking

100 GENERAL FUND	\$109,861.23
220 RECREATION PROGRAMS FUND	\$3,549.87
240 SWIMMING POOL FUND	\$231.98
260 LIBRARY FUND	\$1,097.37
400 CAPITAL IMPROVEMENTS FUND	\$24,030.14
601 SEWERAGE FUND	\$19,240.07
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	\$158,010.66



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111300 PWSB Checking			
Unpaid CONLEY MEDIA, LLC			
E 100-555140-210 PROFESSIONAL SERVICES	\$335.13	74260217	SR CTR-FEBRUARY EVENTS ADS
Total CONLEY MEDIA, LLC	\$335.13		
Unpaid EGELHOFF LAWNMOWER SERVICE			
E 200-544210-240 REPAIR AND MAINTENANCE	\$582.88	224225	CEM-PO# CEM732-PARTS FOR GRASSHOPPER MOWER
Total EGELHOFF LAWNMOWER SERVICE	\$582.88		
Unpaid FIVE CORNERS DODGE			
E 100-522120-240 REPAIR AND MAINTENANCE	\$508.64	24296	PD-VIN#26012-REPLACE LF LOWER CONTROL ARM
Total FIVE CORNERS DODGE	\$508.64		
Unpaid FIVE CORNERS TRUCK & AUTO			
E 100-533210-353 MAINTENANCE PARTS	\$533.29	GCCS192581	DPW-96 VAN-REPAIRS TO STEERING
Total FIVE CORNERS TRUCK & AUTO	\$533.29		
Unpaid FOX WELDING			
E 100-533210-353 MAINTENANCE PARTS	\$40.30	279700	DPW-ACETYLENE CYLINDER RENTAL
Total FOX WELDING	\$40.30		
Unpaid HI-LINE			
E 100-533210-350 OPERATING SUPPLIES	\$275.97	10525613	DPW-CUT OFF WHEELS/SHRINK TUBING
Total HI-LINE	\$275.97		
Unpaid L3 MOBILE-VISION INC			
E 100-522120-240 REPAIR AND MAINTENANCE	\$598.00	0253291-IN	PD-EXT. MTNCE AGREE-IN-CAR VIDEO SYS.
E 100-522120-240 REPAIR AND MAINTENANCE	\$3,949.00	0253292-IN	PD-ENT. MTNCE AGREE-BACK OFFICE SOLUTION
Total L3 MOBILE-VISION INC	\$4,547.00		
Unpaid LARK UNIFORM OUTFITTERS INC			
E 100-522110-346 UNIFORMS	\$29.94	239753	PD-WHISTLES FOR CROSSING GUARDS
E 100-522110-346 UNIFORMS	\$251.85	239845	PD-BLACK ZPR WATERPROOF/POLY PANTS
Total LARK UNIFORM OUTFITTERS INC	\$281.79		
Unpaid MASTER PRINTWEAR			
E 220-555390-347 SUPPLIES AND EXPENSES	\$259.00	0043352-IN	REC-JACKETS/BACKPACKS
Total MASTER PRINTWEAR	\$259.00		
Unpaid POMP S TIRE SERVICE, INC.			
E 100-533311-240 REPAIR AND MAINTENANCE	\$600.46	430052377	DPW-TIRES
E 100-555510-240 REPAIR AND MAINTENANCE	\$672.84	430052377	PARKS-TIRES
E 100-533210-353 MAINTENANCE PARTS	\$210.00	430052744	DPW-METROMAX RB
Total POMP S TIRE SERVICE, INC.	\$1,483.30		
Unpaid QUALITY STATE OIL CO., INC.			
E 100-533210-351 GAS AND OIL EXPENSE	(\$20.00)	2751822	DPW-CREDIT-DRUM DEPOSIT
E 100-533210-351 GAS AND OIL EXPENSE	\$160.43	2755159	DPW-MOBILGREASE XHP/CHEVRON MULTIFAK



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		Check Amt	Invoice	Comment
G 100-161500	FUEL INVENTORY	\$4,936.67	94170201	FEBRUARY 2017 FUEL
	Total QUALITY STATE OIL CO., INC.	\$5,077.10		
Unpaid	SHERWIN-WILLIAMS			
E 100-533210-350	OPERATING SUPPLIES	\$82.42	1238-7	DPW-WHITE ADJUTANT
E 100-533210-350	OPERATING SUPPLIES	\$195.53	1245-2	DPW-DTM EN PURE WHITE
E 100-533210-350	OPERATING SUPPLIES	\$88.74	1469-8	DPW-IN EN BLACK
E 100-533210-350	OPERATING SUPPLIES	\$76.00	1621-4	DPW-IN EN BLACK PAINT
	Total SHERWIN-WILLIAMS	\$442.69		
Unpaid	TACTICAL MEDICAL SOLUTIONS, IN			
E 100-522120-380	EQUIPMENT/CAPITAL OUTLA	\$1,006.32	INV86080	PD-TOURNIQUET/TRAUMA GAUZE/HALO CHEST SEAL
	Total TACTICAL MEDICAL SOLUTIONS, IN	\$1,006.32		
Unpaid	TAPCO			
E 100-533311-363	SIGNS	\$94.90	I556207	DPW-BLUE SPRING ASSMY FOR QUICK RELEASE BASE
	Total TAPCO	\$94.90		
Unpaid	ULINE			
E 100-533730-344	RECYCLING EXPENSES	\$127.30	84817616	DPW-PRE-PUNCHED SLEEVES
	Total ULINE	\$127.30		
Unpaid	UNIFIRST CORPORATION			
E 601-573825-372	SAFETY EQUIPMENT	\$39.64	096 0950617	WW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0933243	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0934260	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0935262	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0936287	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0937294	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0938303	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0939298	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0940300	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.78	096 0941283	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0942297	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$44.12	096 0943291	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$47.42	096 0944292	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$54.52	096 0949523	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$47.91	096 0950622	DPW-UNIFORMS
	Total UNIFIRST CORPORATION	\$675.47		
Unpaid	ZUERN BUILDING PRODUCTS			
E 100-533210-350	OPERATING SUPPLIES	\$109.31	800664	DPW-PREMIUMX 2X2/DRYWALL SCREWS
E 100-533210-350	OPERATING SUPPLIES	\$7.20	800678	DPW-PREMIUM 2X2
	Total ZUERN BUILDING PRODUCTS	\$116.51		
	111300 PWSB Checking	\$16,387.59		



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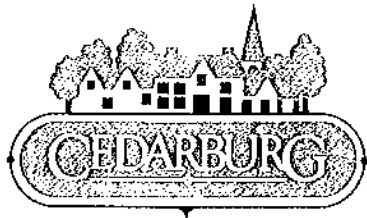
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Fund Summary

111300 PWSB Checking

100 GENERAL FUND	\$15,506.07
200 CEMETERY FUND	\$582.88
220 RECREATION PROGRAMS FUND	\$259.00
601 SEWERAGE FUND	\$39.64
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	\$16,387.59



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111300 PWSB Checking			
Unpaid ADP, LLC.			
E 100-515600-210 PROFESSIONAL SERVICES	\$2,430.05	488802611	TREAS-2016 W-2S
Total ADP, LLC.	\$2,430.05		
Unpaid AECOM TECHNICAL SERVICES INC			
E 400-533440-472 NR216 COMPLIANCE	\$1,428.93	37883669	ENG-NR216 MODEL UPDATE
Total AECOM TECHNICAL SERVICES INC	\$1,428.93		
Unpaid ALTIUS BUILDING COMPANY			
E 400-533210-847 DPW CENTER IMPROVEMENT	\$11,793.28	436-12	PW FACILITY COSTS THRU FEBRUARY 2017
Total ALTIUS BUILDING COMPANY	\$11,793.28		
Unpaid ASSOCIATED BENEFIT & RISK CON.			
E 100-515600-210 PROFESSIONAL SERVICES	\$1,534.00	105864	TREAS-MARCH 2017 CONSULTING
G 100-156200 DUE FROM LIGHT & WATER	\$383.00	105864	L&W-MARCH 2017 CONSULTING
Total ASSOCIATED BENEFIT & RISK CON.	\$1,917.00		
Unpaid AT&T			
E 100-522110-225 TELEPHONE	\$193.46	414Z45-63209	PD-PHONE
Total AT&T	\$193.46		
Unpaid BAKER & TAYLOR AV PRE PROCESS			
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$25.13	B44469070	LIBR-DVDS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$50.26	B45018080	LIBR-DVDS
Total BAKER & TAYLOR AV PRE PROCESS	\$75.39		
Unpaid BAKER & TAYLOR BOOKS			
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$16.04	2032681925	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$15.48	2032681926	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$30.95	2032681927	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$17.15	2032681928	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$46.54	2032681929	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$13.23	2032681930	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$28.96	2032681931	LIBR-BOOKS
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$253.69	2032681932	LIBR-BOOKS
Total BAKER & TAYLOR BOOKS	\$422.04		
Unpaid BEYER S HARDWARE STORE			
E 100-555510-240 REPAIR AND MAINTENANCE	\$10.79	128520	PARKS-2 PC TOIL FLAPPER
E 601-573830-340 MAINTENANCE SUPPLIES	\$24.29	128814	WW-DRAIN AUGER
E 601-573830-340 MAINTENANCE SUPPLIES	\$21.12	128839	WW-CLEAR SEALANT/CLR CLEANER
E 601-573830-340 MAINTENANCE SUPPLIES	\$8.99	128845	WW-KRUDKUTTER CLEANER
E 601-573830-340 MAINTENANCE SUPPLIES	\$7.64	128887	GALV EYE BOLT
E 601-573830-340 MAINTENANCE SUPPLIES	\$102.91	128896	WW-PADLOCKS/GASKET MATL
E 100-555510-240 REPAIR AND MAINTENANCE	\$20.37	128911	HARDWARE/PLUG SET
E 601-573830-340 MAINTENANCE SUPPLIES	\$9.89	128914	WW-YELLOW OIL ENAMEL
E 601-573830-340 MAINTENANCE SUPPLIES	\$12.12	128917	WW-BLK ENAMEL



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E 100-522120-347	SUPPLIES AND EXPENSES	\$80.88	128919	PD-FERRULES/STOPS/HARDWARE
E 601-573830-340	MAINTENANCE SUPPLIES	\$28.86	128927	WW-HD SAFE TREAD/ALM OIL ENAMEL/BRUSH
E 100-555510-240	REPAIR AND MAINTENANCE	\$2.69	128953	PARKS-COUPLER PLUG SET/COUPLER
E 100-555510-240	REPAIR AND MAINTENANCE	\$1.16	128954	PARKS-SEAL TAPE
E 601-573830-340	MAINTENANCE SUPPLIES	\$15.12	128993	WW-HARDWARE
Total BEYER S HARDWARE STORE		\$346.83		
Unpaid BUBLITZ CREATIVE				
E 100-514700-210	PROFESSIONAL SERVICES	\$495.00	3275	IT-WEBSITE ACCESSIBILITIES ISSUE
Total BUBLITZ CREATIVE		\$495.00		
Unpaid BUSINESS CARD				
E 100-555510-240	REPAIR AND MAINTENANCE	\$27.97	0070	PARKS-SMARTSIGN
E 100-555510-240	REPAIR AND MAINTENANCE	\$54.64	0070	PARKS-AMAZON.COM
E 100-555510-240	REPAIR AND MAINTENANCE	\$30.98	0070	PARKS-AMAZON MKTPLACE
E 100-555510-240	REPAIR AND MAINTENANCE	\$239.00	0070	PARKS-SAFEVISION LLC
E 100-555510-330	TRAVEL & TRAINING	\$358.80	0070	PARKS-RENAISSANCE SCHAUMBURG
E 100-555510-240	REPAIR AND MAINTENANCE	\$358.85	0070	PARKS-BARTLETT MFG
E 100-555510-330	TRAVEL & TRAINING	\$265.00	0070	PARKS-WISC ARBORIST ASSN-EAGLE
E 100-533210-350	OPERATING SUPPLIES	\$59.34	0070	DPW-SUMMIT SIGN AND SAFETY
E 100-555510-240	REPAIR AND MAINTENANCE	\$607.94	0070	PARKS-PRAIRIE NURSERY
E 100-555510-240	REPAIR AND MAINTENANCE	\$3.86	0070	PARKS-USPS
E 220-555390-347	SUPPLIES AND EXPENSES	\$327.41	0820	REC-AMAZON.COM
E 220-555390-372	SAFETY EQUIPMENT	\$54.94	0820	REC-AMAZON.COM
E 100-555510-240	REPAIR AND MAINTENANCE	\$26.00	0820	REC-SURVEYMONKEY
E 100-533210-350	OPERATING SUPPLIES	\$119.60	6193	DPW-DULUTH TRADING STORE
E 400-533210-847	DPW CENTER IMPROVEMENT	\$667.53	6193	PW FAC-MENARDS
E 400-533210-847	DPW CENTER IMPROVEMENT	\$237.45	6193	PW FAC-MENARDS
E 400-533210-847	DPW CENTER IMPROVEMENT	\$190.95	6193	PW FAC-MENARDS
E 100-533210-350	OPERATING SUPPLIES	\$863.06	6193	DPW-FULL SOURCE
E 601-573850-330	TRAVEL & TRAINING	\$125.00	9823	WW-GOVT AFFAIRS SEMINAR-HACKERT
E 601-573850-330	TRAVEL & TRAINING	\$50.00	9823	WW-WWOA-MODER
E 601-573850-330	TRAVEL & TRAINING	\$50.00	9823	WW-WWOA-SCHWEDA
E 601-573850-330	TRAVEL & TRAINING	\$25.75	9823	WW-WWOA-MALONE
E 601-573850-330	TRAVEL & TRAINING	\$25.75	9823	WW-WWOA 2017 WINTER MTG-MODER
E 601-573840-340	MAINTENANCE SUPPLIES	\$165.95	9823	WW-SUPPLYHOUSE.COM
E 601-573840-340	MAINTENANCE SUPPLIES	\$1.00	9823	WW-FINANCE CHARGE
E 100-533210-350	OPERATING SUPPLIES	(\$43.80)	9823	DPW-CREDIT-FULL SOURCE
E 260-555110-310	OFFICE SUPPLIES	\$8.83	9939	LIBR-GEARBEST
E 260-555110-312	COMPUTER/COPIER SUPPLIE	\$249.98	9939	LIBR-CBI PARELLEL/TECHSOUP
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$748.58	9939	LIBR-AMAZON.COM
E 260-555110-320	PROF PUBLICATIONS AND DU	\$485.00	9939	LIBR--WI LIBR ASSN/AMER LIBR ASSN
E 800-555110-322	DONATION EXPENDITURES	\$1,445.99	9939	LIBR-OTC BRANDS/4IMPRINT/AMAZON/ULINE/3D SYS
E 260-555110-310	OFFICE SUPPLIES	\$0.27	9939	LIBR-FEES CHARGED
Total BUSINESS CARD		\$7,831.62		
Unpaid CDW GOVERNMENT, INC.				
E 100-522110-310	OFFICE SUPPLIES	\$104.80	GVZ9264	PD-VERBATIM DVD-R



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Total CDW GOVERNMENT, INC.		<u>\$104.80</u>		
Unpaid	CLEAN SOURCE LLC			
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$337.50	022817-CPL	LIBR-FEBRUARY 2017-HALF MONTH SERVICE
	Total CLEAN SOURCE LLC	<u>\$337.50</u>		
Unpaid	ECO RESOURCE CONSULTING INC			
E 100-555510-341	TREES AND SUPPLIES	\$11,225.00	2360	PARKS-PO# PKS 734-ASH & BUCKTHORN FELLING
	Total ECO RESOURCE CONSULTING INC	<u>\$11,225.00</u>		
Unpaid	ENGINEERED SECURITY SOLUTIONS			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$50,680.00	41794	PW FAC.-CAMERA ALT ADDS
E 400-533210-847	DPW CENTER IMPROVEMENT	\$960.00	41802	PW FAC.-SERVICE-ADD PUNCH DOWN PANELS/JACKS
	Total ENGINEERED SECURITY SOLUTIONS	<u>\$51,640.00</u>		
Unpaid	ENVIRONMENTAL SYSTEMS			
E 100-555510-390	OTHER EXPENSES	\$650.00	93252347	PARKS-ARCGIS DESTOP/ARCPAD MTNCE
	Total ENVIRONMENTAL SYSTEMS	<u>\$650.00</u>		
Unpaid	FASTENAL COMPANY			
E 601-573830-340	MAINTENANCE SUPPLIES	\$260.00	WISAU91064	WW-HOSE CLAMPS
E 601-573830-340	MAINTENANCE SUPPLIES	\$75.95	WISAU91115	WW-HOSE CLAMP RACK
	Total FASTENAL COMPANY	<u>\$335.95</u>		
Unpaid	GALL PLUMBING, INC			
E 100-522100-240	REPAIR AND MAINTENANCE	\$150.00	13943	PD-STATE INSP-BACKFLOW DEVICE
	Total GALL PLUMBING, INC	<u>\$150.00</u>		
Unpaid	GEMPLER S			
E 100-555510-240	REPAIR AND MAINTENANCE	\$139.19	SIO3179794	PARKS-HAND HELD DUST PAN/RAKE
	Total GEMPLER S	<u>\$139.19</u>		
Unpaid	GODFREY & KAHN			
E 601-573850-210	PROFESSIONAL SERVICES	\$302.61	683971	WW-WPDES-SERVICES THRU DECEMBER 31, 2016
	Total GODFREY & KAHN	<u>\$302.61</u>		
Unpaid	GRAINGER			
E 100-518100-350	OPERATING SUPPLIES	\$623.50	9372736133	COMPLEX-PUMP, CENTRIFUGAL
	Total GRAINGER	<u>\$623.50</u>		
Unpaid	HOUSEMAN & FEIND, LLP			
E 100-516100-211	EXTRAORDINARY SERVICES	\$1,827.50	41319	AMCAST
E 352-566710-210	PROFESSIONAL SERVICES	\$76.00	41386	TIF 3
E 400-533750-841	PROCHNOW	\$76.00	41386	PROCHNOW
E 100-516100-211	EXTRAORDINARY SERVICES	\$494.00	41386	AMCAST
E 100-516100-211	EXTRAORDINARY SERVICES	\$3,379.00	41386	MONOPOLE/FOOD TRK/CKN ORD/SFB/AUG WEBER HOUSE/ROOM RENTALS
E 100-522110-212	ATTORNEY/CONSULTANT	\$1,219.30	41387	PD-TRAFFIC FEBRUARY 2017



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Total	HOUSEMAN & FEIND, LLP	\$7,071.80		
Unpaid	ICE COLD MARKETING-TRAVELING			
	G 220-263000 PARK AND RECREATION DEPOSI	\$1,000.00	30	REC-EQUIPMENT RENTAL-SAUNA 5/22/17 EVENT
	Total ICE COLD MARKETING-TRAVELING	\$1,000.00		
Unpaid	JOSEPH JACOBS			
	E 100-522310-210 PROFESSIONAL SERVICES	\$90.00	17-003	B.I.-2/20 & 3/6 INSPECTIONS
	Total JOSEPH JACOBS	\$90.00		
Unpaid	MILWAUKEE PLATE GLASS CO.			
	E 260-555110-240 REPAIR AND MAINTENANCE	\$725.00	0147484	LIBR-REPLACE FAULTY WINDOW
	Total MILWAUKEE PLATE GLASS CO.	\$725.00		
Unpaid	NATIONAL ELEVATOR INSPECTION			
	E 100-518100-240 REPAIR AND MAINTENANCE	\$89.00	0264374	CH-ELEVATOR INSPECTION
	E 100-518100-240 REPAIR AND MAINTENANCE	\$122.00	0264418	SENIOR CTR-LIFE/STAIR CHAIR INSPECTIONS
	Total NATIONAL ELEVATOR INSPECTION	\$211.00		
Unpaid	OFFICE DEPOT			
	E 100-522110-310 OFFICE SUPPLIES	\$37.79	908095370001	PD-LETTER TRAYS
	Total OFFICE DEPOT	\$37.79		
Unpaid	OLSEN S PIGGLY WIGGLY			
	E 100-513100-330 TRAVEL & TRAINING	\$101.61		MAYORS FOR SUPPLIES FOR 2/23/17 MAYOR'S FORUM
	Total OLSEN S PIGGLY WIGGLY	\$101.61		
Unpaid	ONTECH SYSTEMS, INC			
	E 601-573825-312 COMPUTER/COPIER SUPPLIE	\$75.00	26405	WW-STORAGECRAFT
	E 100-514700-210 PROFESSIONAL SERVICES	\$5,400.00	26644	IT-PO# IT768-RETAINER - COC
	Total ONTECH SYSTEMS, INC	\$5,475.00		
Unpaid	OWEN S OFFICE SUPPLIES			
	E 100-555510-240 REPAIR AND MAINTENANCE	\$12.56	25172	PARKS-LEGAL PADS/PENCILS/POST IT
	Total OWEN S OFFICE SUPPLIES	\$12.56		
Unpaid	OZAUKEE CO LAND INFORM. OFFICE			
	E 100-533110-318 GIS MAPPING	\$500.00	LIDAR	ENG-COST SHARING FOR LIDAR 2016 PAYMENT
	Total OZAUKEE CO LAND INFORM. OFFICE	\$500.00		
Unpaid	OZAUKEE COUNTY CLERK OFCOURTS			
	R 100-451101 COURT PENALTIES & COSTS	\$500.00	BOND	BOND-MARK H HILE 5/20/1972
	Total OZAUKEE COUNTY CLERK OFCOURTS	\$500.00		
Unpaid	PACE ANALYTICAL SERVICES, INC.			
	E 601-573825-217 OUTSIDE LAB TESTING	\$330.00	1740031958	WW-MERCURY
	Total PACE ANALYTICAL SERVICES, INC.	\$330.00		
Unpaid	R.J. THOMAS MFG. CO. INC.			



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E 100-555510-380 EQUIPMENT/CAPITAL OUTLA	\$569.00	00190689	PARKS-PO# PKS739 TABLES
Total R.J. THOMAS MFG. CO. INC.	\$569.00		
Unpaid ROZGA PLUMBING			
G 100-261500 STREET OPENING PERMITS	\$100.00	REFUND	DEPOSIT REFUND-STREET OPENING PERMIT 1403
Total ROZGA PLUMBING	\$100.00		
Unpaid SEILER INSTRUMENT & MFG			
E 100-555510-390 OTHER EXPENSES	\$1,200.00	INV-348324	PARKS-PO# PKS631-PROFESS. SERVICES-MGIS
Total SEILER INSTRUMENT & MFG	\$1,200.00		
Unpaid SIMPLEXGRINNELL LP			
E 100-522100-240 REPAIR AND MAINTENANCE	\$119.00	83453640	PD-REBUILT ONE WALL CLOCK
Total SIMPLEXGRINNELL LP	\$119.00		
Unpaid STATE OF WI-DSPS-93086			
E 100-518100-240 REPAIR AND MAINTENANCE	\$100.00	432901	COMPLEX-PERMIT TO OPERATE FEES
Total STATE OF WI-DSPS-93086	\$100.00		
Unpaid TEI LANDMARK AUDIO			
E 260-555110-319 PUBLICATIONS AND SUBSCRI	\$402.40	11849796	LIBR-AUDIO BOOKS
Total TEI LANDMARK AUDIO	\$402.40		
Unpaid TRANSUNION RISK & ALTERNATIVE			
E 100-522110-225 TELEPHONE	\$25.00	428298	PD-FEBRUARY 2017 TLOXP
Total TRANSUNION RISK & ALTERNATIVE	\$25.00		
Unpaid UNEMPLOYMENT INSURANCE			
E 700-519400-393 UNEMPLOYMENT COMPENSA	\$145.84	000008247453	FEBRUARY 2017 UNEMPLOYMENT INS
Total UNEMPLOYMENT INSURANCE	\$145.84		
Unpaid US BANK			
E 100-514100-310 OFFICE SUPPLIES	\$109.20	RENTAL	CLERKS-SAFE DEP BOX 3/31/17 TO 3/30/18
Total US BANK	\$109.20		
Unpaid USA BLUEBOOK			
E 601-573825-372 SAFETY EQUIPMENT	\$135.91	186133	WW-GLOVES
E 601-573835-347 SUPPLIES AND EXPENSES	\$548.00	188023	WW-LANSAS FLOW-THRU PLUG
E 601-573835-347 SUPPLIES AND EXPENSES	\$1,219.95	188529	WW-LANSAS FLOW-THRU
Total USA BLUEBOOK	\$1,903.86		
Unpaid VERIZON WIRELESS			
E 100-522110-225 TELEPHONE	\$2,087.92	9781174903	PD-PHONE
Total VERIZON WIRELESS	\$2,087.92		
111300 PWSB Checking	\$115,259.13		



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Fund Summary

111300 PWSB Checking

100 GENERAL FUND	\$39,098.01
220 RECREATION PROGRAMS FUND	\$1,382.35
260 LIBRARY FUND	\$3,454.99
352 TIF DISTRICT FUND #3	\$76.00
400 CAPITAL IMPROVEMENTS FUND	\$66,034.14
601 SEWERAGE FUND	\$3,621.81
700 RISK MANAGEMENT FUND	\$145.84
800 TRUST & AGENCY FUND	\$1,445.99
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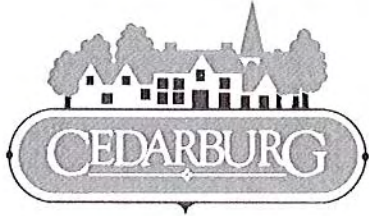
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		Check Amt	Invoice	Comment
111300 PWSB Checking				
Unpaid	AMERICAN SIGNAL CORP.			
E 400-522410-823	SIRENS-EMERGENCY GOVT	\$5,222.98	DEPOSIT	EM-PO# EM764-OMNI DIRECTIONAL SIREN
	Total AMERICAN SIGNAL CORP.	\$5,222.98		
Unpaid	AXLEY BRYNELSON, LLP			
E 100-516100-211	EXTRAORDINARY SERVICES	\$3,096.30	689424	LEGAL SERVICES-AMCAST
	Total AXLEY BRYNELSON, LLP	\$3,096.30		
Unpaid	CONLEY MEDIA, LLC			
E 100-514100-325	LEGAL PUBLICATIONS	\$155.97	265190217	CLERKS-FEBRUARY 2017 NOTICES
	Total CONLEY MEDIA, LLC	\$155.97		
Unpaid	CULLIGAN OF WEST BEND			
E 200-544210-245	HOUSE MAINTENANCE	\$76.50	502c02531806	CEMETERY HOUSE-3/1-5/31/17 SOFTENING EQUIP RENTAL
	Total CULLIGAN OF WEST BEND	\$76.50		
Unpaid	EUROFINS S-F ANALYTICAL			
E 601-573825-217	OUTSIDE LAB TESTING	\$524.50	17022823	WW-2/6/17 BIOSOLIDS METALS & NUTRIENTS
	Total EUROFINS S-F ANALYTICAL	\$524.50		
Unpaid	FIVE CORNERS DODGE			
E 100-522120-240	REPAIR AND MAINTENANCE	\$95.00	24135	PD-VEH #10 OIL CHANGE
	Total FIVE CORNERS DODGE	\$95.00		
Unpaid	FOX WELDING			
E 601-573830-340	MAINTENANCE SUPPLIES	\$48.90	352648	WW-ACETYLENE
	Total FOX WELDING	\$48.90		
Unpaid	LA CROSSE SEED			
E 100-555510-243	FIELD MAINTENANCE SUPPLI	\$1,347.50	SINP-17-0390	PARKS-EC MADISON PARKS 50#
	Total LA CROSSE SEED	\$1,347.50		
Unpaid	MASTER PRINTWEAR			
E 220-555390-347	SUPPLIES AND EXPENSES	\$725.80	0043342-IN	REC-SHIRTS
	Total MASTER PRINTWEAR	\$725.80		
Unpaid	NORTH CENTRAL LABORATORIES			
E 601-573825-370	LAB SUPPLIES	\$144.70	386353	WW-BOTTLE BRUSH/TUBING
	Total NORTH CENTRAL LABORATORIES	\$144.70		
Unpaid	NORTHERN SEWER EQUIP.CO.			
E 601-573835-347	SUPPLIES AND EXPENSES	\$454.61	10397	WW-PRESSURE GAUGE/HOSE REEL
	Total NORTHERN SEWER EQUIP.CO.	\$454.61		
Unpaid	PENWORTHY COMPANY			
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$1,105.06	0525552-IN	LIBR-BOOKS



CITY OF CEDARBURG

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MARCH 2017

		Check Amt	Invoice	Comment
Total PENWORTHY COMPANY		\$1,105.06		
Unpaid PIONEER MANUFACTURING CO.				
E 100-555510-243	FIELD MAINTENANCE SUPPLI	\$297.50	INV627224	PARKS-PVIP ARCTIC WHITE-ACCT C1464
Total PIONEER MANUFACTURING CO.		\$297.50		
Unpaid STREICHER S POLICE EQUIPMENT				
E 100-522120-346	UNIFORMS	\$80.00	I1251504	PD-TAC-LITE
Total STREICHER S POLICE EQUIPMENT		\$80.00		
Unpaid UNIFIRST CORPORATION				
E 601-573825-372	SAFETY EQUIPMENT	\$39.64	096 0949518	WW-UNIFORMS
Total UNIFIRST CORPORATION		\$39.64		
111300 PWSB Checking		\$13,414.96		

Fund Summary

<u>111300 PWSB Checking</u>	
100 GENERAL FUND	\$5,072.27
200 CEMETERY FUND	\$76.50
220 RECREATION PROGRAMS FUND	\$725.80
260 LIBRARY FUND	\$1,105.06
400 CAPITAL IMPROVEMENTS FUND	\$5,222.98
601 SEWERAGE FUND	\$1,212.35
	<hr/>
	\$13,414.96



CITY OF CEDARBURG
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Page 1

MARCH 2017

	Check Amt	Invoice	Comment
111300 PWSB Checking			
Unpaid			
E 100-522410-330 TRAVEL & TRAINING	\$263.70	REIMBURSE.	REIMBURSE EXPENSES-3/6-8/17 CONFERENCE-WI DELLS
Total RUNKEL, KEVIN	\$263.70		
111300 PWSB Checking	\$263.70		

Fund Summary

<u>111300 PWSB Checking</u>	
100 GENERAL FUND	\$263.70
	<hr/> \$263.70



City of Cedarburg

City Administrator's Report

March 23, 2017

Department News

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

Engineering & Public Works— The bids for the 2017 Street & Utility project were opened on Tuesday, March 7. The City received eight bids with the lowest bid coming in well under the others and within budget. The Street & Utility project is scheduled to start on April 3, pending Common Council approval. The bids for the sidewalk sawing project will be opened on April 11.

Assessor—Assessment notices will be mailed in mid-April. The Board of Review is scheduled for May 9, 2017.

Clerk—The Spring Election will be held on April 4. District 6 Council Member is the only contested local race.

The first Common Council meeting in April will be combined with the Organizational meeting to be held on Tuesday, April 18. The Council will also meet on April 24.

Parks, Recreation & Forestry— The Parks & Forestry crew have been working on storm clean-up, preconstruction pruning, cycle pruning in Georgetown, and tree removals. The winter greens in the hanging baskets will be removed this week. The ice rink will be removed as soon as it melts. Behling Field needs to be reseeded before the season starts on April 1. Superintendent Westphal is sending out encroachment letters. Brush and buckthorn has been removed at Founders Park. The Recreation Department contracted with Underwater Connection to offer scuba classes at the Community Pool this season.

Light & Water— General Manager Lythjohan introduced Mari Lauer as the new Administrative Manager at the Utility. The Utility restructured the Electric Department which resulted in Tom Barrelmann taking on a new position as Equipment Operator and Eric Kulig being promoted to Lead Lineman. A bid for \$480,000 was awarded to the lowest bidder to replace the: roof, insulation, windows and HVAC system... as well as additional parking, and an overhang for the drive-up window.

The Light & Water Commission met on Monday to discuss the process of siting a new water tower on Wauwatosa Road and Sherman Road, review the lead service line replacement procedures, and approve a boundary agreement with WE Energies giving the Utility the right to serve any customer who is annexed into the City.

Senior Center— The Aging Mastery Program has been well attended with thirty people. The Center is also holding a new watercolor class and an opera appreciation class.

Library— The community-wide Book Club event is winding down with a few events still happening through the month. The author of Population 485, Michael Perry spoke on March 16 at the Cedarburg Cultural Center and his program was very well attended. Upcoming events include Future Talk led by Assistant Library Director David Nimmer discussing new science and technology trends, Cinema Club, teen scavenger hunt, and a computer class on Facebook.

Police— Detective Sergeant Vahsholtz has announced his retirement on May 3. Chief Frank will be asking the Common Council to start the application process for a new police officer.

Economic Development—There continues to be interest in building a hotel in Cedarburg. The former Formart site, a suggested hotel location, is no longer available as that property was purchased and is being redeveloped by Kettle Moraine Appliance. Pioneer Rd. and Highway 60 are of current interest as possible hotel locations. The interested franchise had an investor drop out, but still has significant interest. They will continue to look for investors.

Scott and Weil Pump along with Karak Machine Corp. were purchased by WILO USA. Wilo is a \$1.5 billion turnover pump company with headquarters in Dortmund, Germany and operations in 60 countries worldwide. The Wilo USA headquarters are located in Rosemont, IL. The Shinery, a retail shop featuring various types of moonshine, will open at the end of March with a Chamber of Commerce ribbon cutting scheduled for 4 p.m. on March 31.

City Administrator's Report
March 23, 2017
Page 2

Administrator— The employee meeting was held yesterday at the new Cedarburg History Museum. Dennis Budd began work and training with John Oswald this week, prior to John's retirement.

The annual audit went well. With the new auditors many changes are being made to the financial statements. I am working on those changes for 2016 and also making the updates for 2017. The report will be presented at the May 8 Common Council meeting.

Respectfully submitted,



Christy Mertes, City Administrator/Treasurer



City of Cedarburg
2016 Financial Report
December 31, 2016

Prepared By:
Christy Mertes, Administrator/Treasurer
Kelly Livingston, Deputy Treasurer/Payroll Officer
Kathy Huebl, Accounts Receivable/Accountant II
Jenny Valenta, Account Clerk/Receptionist

Memorandum

To: Kip Kinzel, Mayor
Common Council

From: Christy Mertes, City Administrator/Treasurer

Date: March 23, 2017

Re: 2016 Financial Report

Attached is the 2016 financial report for the City of Cedarburg for your review. This report will be much different than the audit report you will review in May. The Trust & Agency Fund is being closed out and will only include the Fire Department's retirement fund. There is a new entry included for pensions due to GASB No. 68 that increases the pension expense for the Utilities this year. An inter-fund investment/debt will be paid off and accounting for the Fire Department will be included. For 2017 it is my goal to have their records incorporated into the City books on a quarterly basis.

Included with this report are the following financial statements:

- General Fund (Section A)
- Special Revenue Funds (Section B)
- Capital Improvements (Section C)
- Sewer Utility Fund (Section D)
- Department Salary Analysis (Section E)
- Cash and Investments (Section F)
- Donations (Section G)
- Accounts Receivable and Special Assessments (Section H)
- Environmental Account (Section I)
- Internal Service Fund (Section J)
- Debt Service Fund (Section K)
- TIF #3 (Section L)
- Light & Water (Section M)

Please contact the Treasurer's Office at 375-7607 with questions you may have regarding the report.

**City of Cedarburg
General Fund
Financial Report Summary
December 31, 2016**

	2015 Actual	2016 Actual	2016 Budget	% Realized/ Expended
Revenues				
Taxes—General Government	\$5,628,178	\$5,812,613	\$5,803,258	100.16%
Tax Equivalent—Utility	759,170	758,790	802,215	94.59%
Intergovernmental Revenues	1,022,016	956,198	927,284	103.12%
Regulation and Compliance	472,927	486,143	425,075	114.37%
Public Charges for Services	79,767	85,039	74,720	113.81%
Intergovernmental Charges	181,221	179,431	195,142	91.95%
Interdepartmental Charges	15,261	15,589	15,850	98.35%
Public Improvement Revenues	2,918	152	0	0.00%
Commercial Revenues	174,624	140,300	176,548	79.47%
Total Revenues	\$8,336,082	\$8,434,255	\$8,420,090	100.17%
Expenditures				
General Government	\$1,042,525	\$1,118,843	\$1,145,435	97.68%
Public Safety	3,721,039	3,879,488	3,875,384	100.11%
Public Works	2,308,641	2,412,210	2,522,229	95.64%
Parks, Forestry & Recreation	875,566	870,985	855,666	101.79%
Conservation & Development	72,622	92,919	87,680	105.98%
Transfers to Other Funds	118,663	14,503	1,000	1450.30%
Contingency Reserve	0	0	3,000	0.00%
Total Expenditures	\$8,139,056	\$8,388,948	\$8,490,394	98.81%
Revenues Over/(Under) Expenditures		\$45,307	(\$70,304)	
Beginning Fund Balance		2,302,892	2,302,892	
Fund Balance, End of Quarter/Year		\$2,348,199	\$2,232,588	

City of Cedarburg
General Fund
Financial Report
December 31, 2016

Operations at the end of the year were in line with budget for revenues and expenditures. The comments below highlight some of the significant accounts and fluctuations from the budget.

Revenues

At the end of the year revenues were 100% realized. Revenues totaled \$8,434,255 for the year; \$14,165 over budget.

Property taxes were over budget for the year due to the agricultural land use penalty collected for The Glen development. **Property tax equivalent** from Light & Water was under budget due to the change in the assessment ratio. As the assessment ratio goes down so does the payment from the utility when calculating the taxes.

The **Intergovernmental Revenues** at the end of the year totaled \$956,198; 103% realized. Included in this budget are State Computer Aids, Shared Revenues and Expenditure Restraint revenues. These revenues were received through installments or a one-time only payment. The police grants were over budget for the year due to a State task force wage reimbursement.

Regulation and Compliance Revenues at year end totaled \$486,143; 114% realized. The majority of the fees collected were building, electrical, plumbing and HVAC permits; 152% realized. The increase in permits was due to the new development for the year. Parking violations were 69% realized. Liquor and beer licenses were 106% realized at year end. Court penalties and costs were 94% realized for the year. This account is for all traffic violations and other illegal charges. The amount was under budget for the year but \$9,529 higher than 2015.

Public Charges for Services were 102% realized at year end; in the amount of \$76,433. General Government Charges include the Treasurer's and Assessor's Office fees that are 223% and 145% realized respectively. Police Department fees at the end of the year were \$12,880; 97% realized. The Treasurer's Office fees included returned check fees and late pet licensing fees. The Assessor's Office fees are for special assessment letters. Also included in this category are the alarm permit and Public Works' fees. Park rental fees totaled \$7,002 at the end of the year; 117% realized. Public Works fees totaled \$30,809; 121% realized. Included in this account are the recycling cart upgrades, appliance pick up fees and the reimbursement of the crew's time for set up and take down of festivals.

Intergovernmental Charges were \$179,431 at the end of the year; 92% realized. Included were the quarterly billing to the Town for the Fire and EMS shared services and the Cedarburg School District payments for the crossing guards' payroll expenditures. The actual Fire and EMS expenditures are charged out to the Town for reimbursement based on a formula. The Fire Department was under budget by \$20,000 due to the donation of St. Mary's to fund the Emergency Medical Dispatch software; therefore the City's and Town's contribution to the Fire Department was under budget.

General Fund

2016 Financial Report

Interdepartmental Charges were \$15,589 at the end of the year; 98% realized. Fees charged are for Sewer, room tax, TIF, and CDBG administrative services. Room tax administrative fees were over budget due to the increase in the amount collected. 5% of the fees collected are kept by the City.

Public Improvement Revenues included the engineering fees for development plan reviews. The two engineering revenue accounts were combined for 2016 and are now included in General Government charges.

Commercial Revenues included interest, rent, donations and the sale of City property. These revenues totaled \$140,300 for the year; 79% realized. The Rent of City Property – Water Towers revenue totaled \$137,251; 100% realized. Rental Charges for room rentals at the Senior Center and the Community Center Gym totaled \$16,904; 123% realized. They were over budget by the amount that was paid in personal property taxes for the for profit business rental.

Expenditures

At the end of the year expenditures totaled \$8,388,948 and were 99% expended. The budget amounts include the 2015 encumbrances for goods or services that were “carried over” to 2016. Expenditures were budgeted \$26,404 over revenues for the contingency reserve account, City Hall file server and payroll software for ACA compliance. The adjusted budgeted expenditures are \$70,304 over revenues. The difference, \$43,900, is due to the encumbrances. Public Works had projects that were not completed in 2015 and a mild winter so they were able to carry funds over into 2016 to complete those projects and purchase salt for 2016 winter and Wisconsin spring months. At the end of the year expenditures were \$45,307 under revenues, a savings of \$115,611 from the budget.

General Government expenditures totaled \$1,118,843; 98% expended at year end. General Government includes the Council, Mayor, Clerk, Treasurer, audit, legal, Assessor, and City Hall Departments. The Treasurer’s Office budget was over budget for the year due to professional services and the temporary help at year end with tax collection and office supplies. There were more bankers boxes and folders purchased during the year than included in the budget. The audit was over budget for the year due to the extra work performed to include the Fire Department operations in the financial statements. The City Attorney account was over budget due to the work on the Amcast site with the CDA. Those expenditures could be reimbursed by the project when and if a Tax Incremental Financing District is created.

Public Safety expenditures totaled \$3,879,488; 100% expended or \$4,104 over budget. The departments are all in line with their budget for the year except for the Police Department. There was a \$24,000 State grant received for a Task Force the Department participated in to offset the overage. There were \$9,452 in additional computer support costs to the Police Department to set up the new Emergency Medical Dispatch system. The Fire Department was 91% expended due to the savings from St. Mary’s donation of the funds for the Emergency Medical Dispatch software.

Public Works expenditures were \$2,412,210; 96% expended at year end. Street Maintenance was over budget by \$4,622 due in part to the retirement and payout of benefits for an employee. Streets ineligible was over budget due to the easement with WE Energies and the property taxes for the US Bank parking lot lease and the Senior Center for profit rental. The budget for the property taxes was under estimated and made up for in the rent of City property. The traffic control expenditures were 124% expended due to added maintenance required. The maintenance account was 134% expended.

General Fund
2016 Financial Report

The **Parks, Forestry & Recreation Department** expenditures totaled \$870,985; 102% expended for 2016. The Celebrations account includes the DPW expenditures for set up, take down and clean up after the Strawberry Festival, Wine & Harvest Festival, Ozaukee County Fair and Maxwell St. Days. The flower basket watering salaries were also charged to this department. The Festivals reimbursed the City for their events.

Conservation and Development expenditures totaled \$92,919 at year end, 106% expended, for City planning and economic development services. The Department was over budget due to a hotel study of \$7,000 that was not budgeted in 2016.

Transfers to Other Funds budgeted are \$1,000. The transfer for \$1,000 was to the Recreation Programs Fund for the Civic Band. The additional \$13,503 was made to fund the swimming pool.

Contingency Reserve funds were budgeted for 2016 however none were used.

**General Fund
2016 Year End Financial Report**

	December			
	2015	2016	2016	% Realized/
	Actual	Actual	Budget	Expended
Revenues				
Taxes:				
General property	\$5,628,178	\$5,812,613	\$5,803,258	100.18%
Tax equivalent—Light & Water	759,170	758,790	802,215	94.59%
Total Taxes	6,387,348	6,571,403	6,605,471	99.48%
Intergovernmental Revenues:				
State Shared Revenues	205,083	200,138	199,926	100.11%
Fire insurance dues	43,027	0	0	0.00%
Expenditure Restraint	166,957	162,961	162,980	100.00%
State grants:				
Recycling	37,984	35,941	28,488	126.16%
Police training/other	7,901	24,158	2,700	894.74%
State computer aids	17,022	23,040	23,000	100.17%
Transportation Aids:				
General highway aids	544,042	509,960	510,210	99.95%
Total Intergovernmental	1,022,016	956,198	927,284	103.12%
Regulation and Compliance:				
Licenses	36,438	58,829	40,365	140.79%
Permits	227,953	215,670	157,210	137.19%
Court penalties & costs	32,228	41,757	44,500	93.84%
Parking violations	17,216	15,931	23,000	69.27%
Cable television fees	159,092	155,958	160,000	97.47%
Total Regulation and Compliance	472,927	486,143	425,075	114.37%
Public Charges for Services:				
General government	9,645	19,949	10,470	190.53%
Police Department fees, alarm, false alarm	19,038	12,880	13,250	97.21%
Public Works fees	23,905	30,809	25,500	120.82%
Park fees	8,260	7,002	6,000	116.70%
Senior Center fees	18,919	14,081	18,500	76.11%
Public Charges for Services	0	318	1,000	31.80%
Total Public Charges for Services	79,767	85,039	74,720	113.81%

**General Fund
2016 Year End Financial Report**

	December			
	2015	2016	2016	% Realized/
	Actual	Actual	Budget	Expended
Intergovernmental Charges:				
Sanitation—Town	3,350	3,350	3,350	100.00%
Fire—Operating Expense—Town	126,779	128,655	133,580	98.31%
Fire/EMS Dispatching—Town	3,570	2,365	3,600	65.69%
Emergency Management—Town	229	330	775	42.58%
Crossing Guards—School	44,587	42,005	51,437	81.66%
City of Mequon—Reimbursement for Services	2,726	2,726	2,400	113.58%
Total Intergovernmental Charges for Services	181,221	179,431	195,142	91.95%
Interdepartmental Charges:				
Sewer—Admin	10,250	10,250	10,250	100.00%
Room Tax—Admin	4,038	3,953	3,100	127.52%
CDBG—Admin	973	931	1,500	62.07%
TIF—Admin	0	455	1,000	45.50%
Total Interdepartmental Charges	15,261	15,589	15,850	98.35%
Public Improvement Revenues:				
Engin. & Administration	2,918			0.00%
Special Assessments		152		0.00%
Total Public Improvement Revenues	2,918	152		0.00%
Commercial Revenues:				
Interest on Investments	14,186	20,539	20,000	102.70%
Change in Market Value		(36,989)		
Interest on Special Assessments	105	2	48	0.00%
Interest—Delinquent taxes	429	605	200	302.50%
Rental charges	14,111	16,904	13,740	123.03%
Rent—City Prop.—Water Tower	130,594	137,251	137,393	99.90%
Sale of City property	150	100	0	0.00%
Prior year/Miscellaneous	39	(2,687)	0	0.00%
Donations	15,010	4,575	5,167	88.54%
Total Commercial Revenues	174,624	140,300	176,548	79.47%
Total Revenues	8,336,082	8,434,255	8,420,090	100.17%

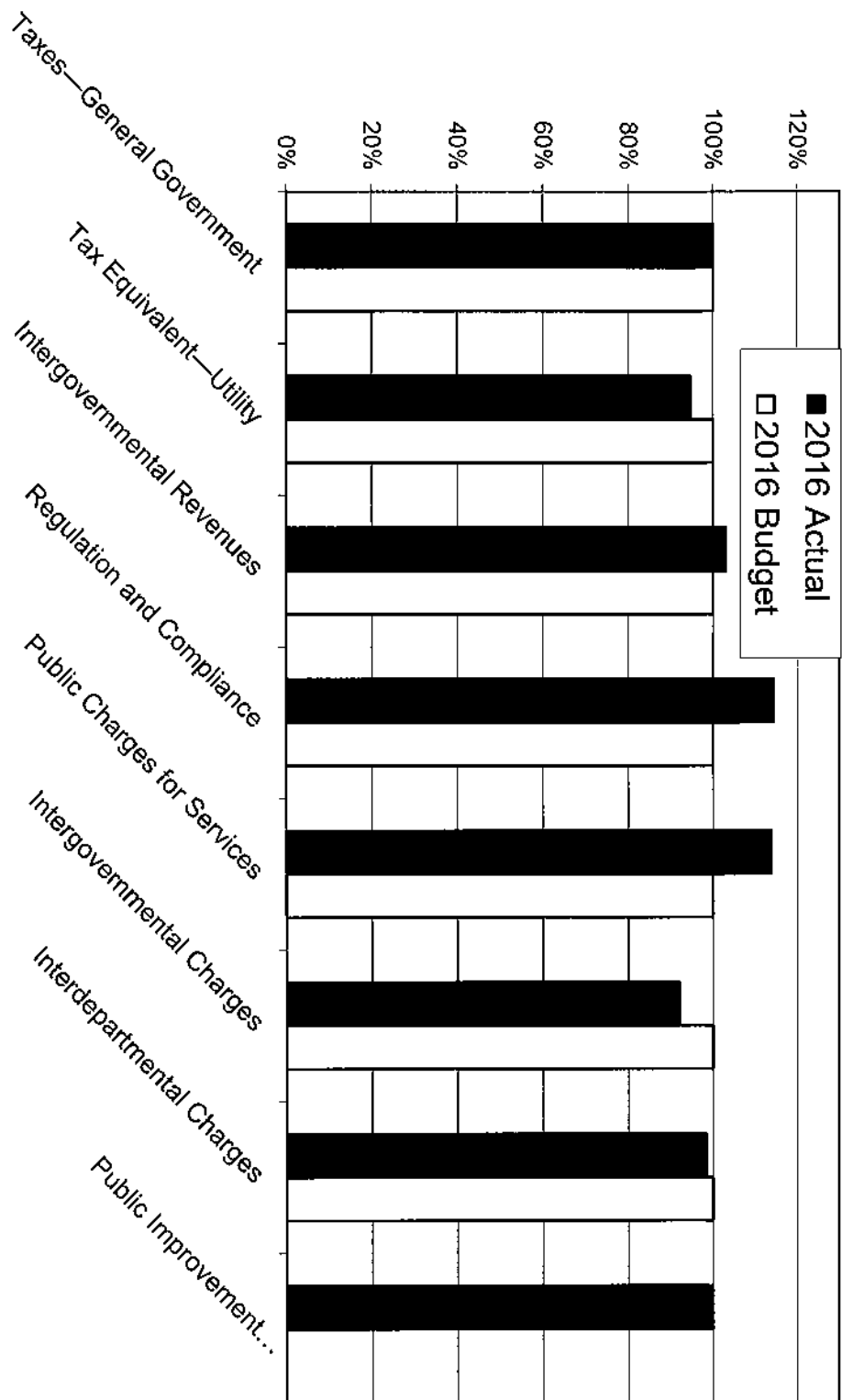
**General Fund
2016 Year End Financial Report**

	December			
	2015	2016	2016	% Realized/
	Actual	Actual	Budget	Expended
Expenditures				
General Government:				
Council	\$25,019	\$25,519	\$25,523	99.98%
Mayor	14,717	11,034	11,298	97.66%
Administrator	96,432	99,073	99,441	99.63%
City Clerk	200,044	215,107	226,170	95.11%
Elections	17,531	33,461	41,456	80.71%
Information Technology	44,176	48,823	62,000	78.75%
Assessor	122,929	126,252	127,109	99.33%
Treasurer	190,354	179,968	174,436	103.17%
Independent Audit	33,112	32,400	30,900	104.85%
City Attorney	51,305	102,153	70,000	145.93%
City Hall	233,953	231,472	255,606	90.56%
Employee Relations	4,552	4,749	12,600	37.69%
Property & Liab. Insurance	8,401	8,832	8,896	99.28%
Total General Government	1,042,525	1,118,843	1,145,435	97.68%
Public Safety:				
Police Department	3,127,553	3,358,774	3,316,538	101.27%
Fire Department	399,408	347,560	380,205	91.41%
Building Inspection	167,955	151,974	154,882	98.12%
Weights & Measures	2,000	2,000	2,000	100.00%
Auxiliary Police	24,123	19,180	21,759	88.15%
Total Public Safety	3,721,039	3,879,488	3,875,384	100.11%
Public Works:				
Engineering/PW Admin	165,620	170,521	173,042	98.54%
Mach & Equip/Garage	324,459	368,399	390,633	94.31%
Street Maintenance	590,582	633,408	628,786	100.74%
Streets Ineligible	4,133	5,381	4,400	122.30%
Street Lighting	297,507	288,811	307,666	93.87%
Traffic Control/Signals	5,323	9,423	7,629	123.52%
Storm Sewers	131,300	117,280	168,397	69.64%
Snow & Ice Control	82,918	101,222	117,200	86.37%
Solid Waste Collection	393,929	401,929	408,868	98.30%
Groundwater Monitoring	10,050	10,050	10,050	100.00%
Recycling	300,689	304,819	304,558	100.09%
Nuisance Control	2,131	967	1,000	96.70%
Total Engineering/Public Works	2,308,641	2,412,210	2,522,229	95.64%

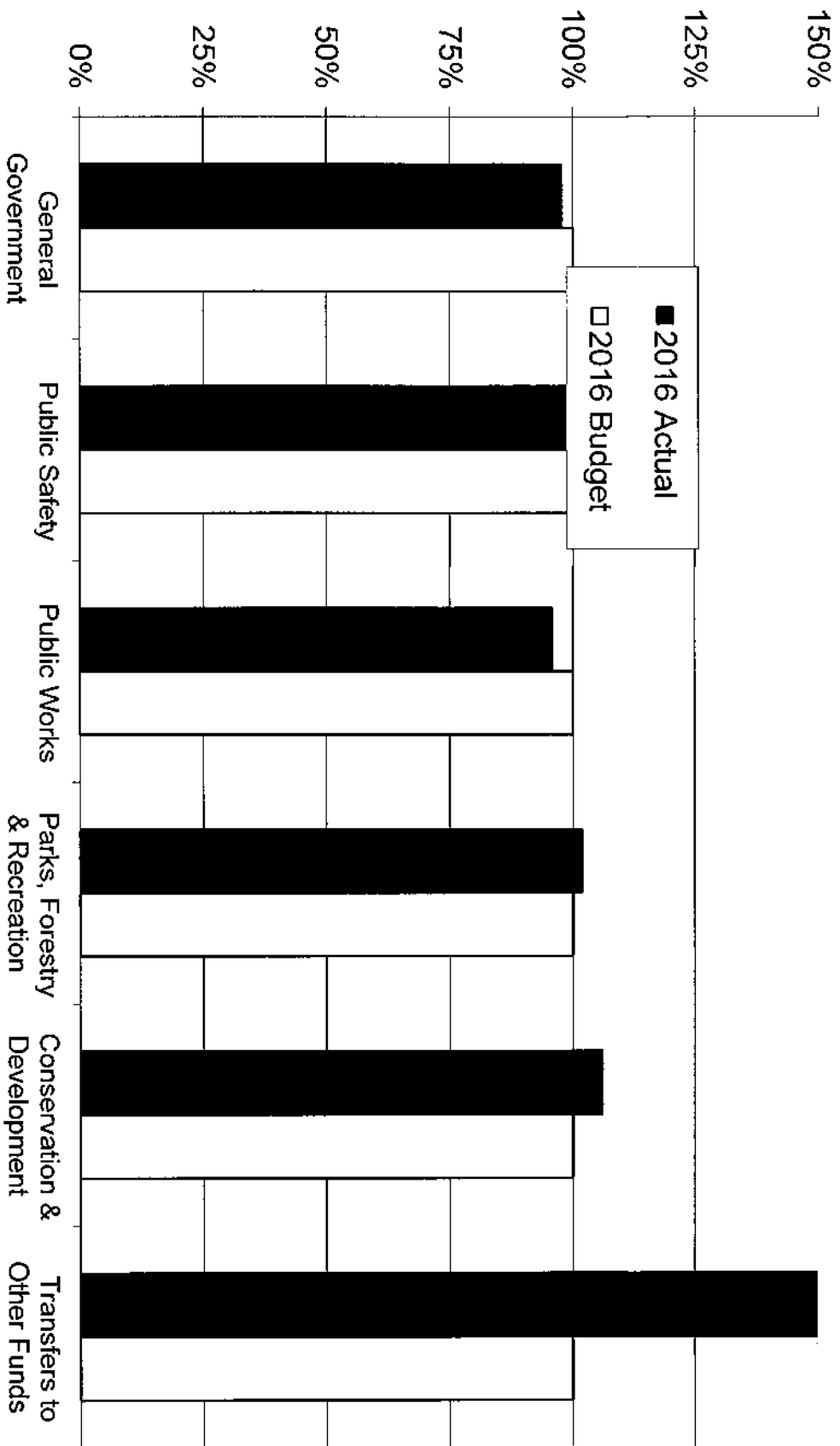
**General Fund
2016 Year End Financial Report**

	December			
	2015 Actual	2016 Actual	2016 Budget	% Realized/ Expended
Parks, Recreation & Forestry:				
Senior Center	73,335	80,898	78,270	103.36%
Celebrations	51,056	48,829	41,549	117.52%
Parks & Forestry	751,175	741,260	735,847	100.74%
Total Culture & Recreation	875,566	870,985	855,666	101.79%
Conservation and Development:				
City Planning	72,822	92,919	87,680	105.98%
Total Conservation & Development	72,822	92,919	87,680	105.98%
Reserve for Contingency				
Contingency Reserve	0	0	3,000	0.00%
Total Reserve for Contingency	0	0	3,000	0.00%
Other Financing Uses:				
Transfer to other funds	118,663	14,503	1,000	1450.30%
Total Other Financing Uses	118,663	14,503	1,000	1450.30%
Total Expenditures	\$8,139,056	\$8,368,948	\$8,490,394	98.81%

City of Cedarburg - Revenues December 31, 2016



City of Cedarburg - Expenditures December 31, 2016





***City of Cedarburg
Cemetery Fund
Year Ended
December 31, 2016***



Revenues

The Cemetery fund revenues at the end of the year total \$24,355.78; which was from the rent of the house at Immanuel Cemetery, the sale of cemetery lots, monument and marker fees and interest income. Three lots were sold during the fourth quarter. Interest income is from investments at the State Local Government Investment Pool, money market accounts and an investment within the City.

From every lot sale, \$75 is set aside for perpetual care of the cemetery. At the end of the year, the fund had a balance of \$104,700.00.

Expenditures

The Cemetery fund expenditures include salaries and benefits for the employees maintaining the grounds and the repair and maintenance to the grounds and equipment. Workers' compensation and property insurance are paid in full in January.

At the end of the year, total expenditures are expected to be 100% expended. Actual expenditures were 110% expended, over budget, due to the maintenance for the cemeteries.

City of Cedarburg
CEMETERY FUND
Special Revenue Fund
Year Ended December 31, 2016

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Sale of property	\$13,500	\$7,650.00	57%
Monuments & Markers	1,000	850.00	85%
Interest Income	1,100	1,260.78	115%
Rental Income	11,940	11,940.00	100%
Miscellaneous Revenue	4,000	2,655.00	66%
Total Revenues	\$31,540	\$24,355.78	77%
Expenditures			
Salaries	\$10,423	\$12,065.46	116%
Overtime	250	95.48	38%
Part-time Salaries/Seasonal	9,000	11,170.24	124%
FICA	1,534	1,798.25	117%
Retirement	730	835.98	115%
Health Insurance	3,087	3,358.40	109%
Life Insurance	13	0.00	0%
Longevity	385	385.56	100%
Workers' Comp Insurance	920	919.84	100%
Professional Services	11,680	10,818.00	93%
Electric	349	402.94	115%
Water Service	640	542.92	85%
Grounds Maintenance	2,800	2,771.09	99%
Repair & Maintenance	2,000	295.02	15%
House Maintenance	1,000	611.36	61%
Operating Supplies	700	605.76	87%
Equipment/Capital Outlay	0	3,631.00	0%
Property Insurance	400	399.56	100%
Total Expenditures	\$45,911	\$50,706.86	110%
Net Change in Fund Balance	(14,371)	(26,351.08)	
Fund Balance, Beginning of Year	\$302,915	\$302,915.00	
Reserved to Date for Perpetual Care	105,675	104,700.00	
Unreserved Fund Balance	182,869	171,863.92	
Fund Balance, End of Year	\$288,544	\$276,563.92	

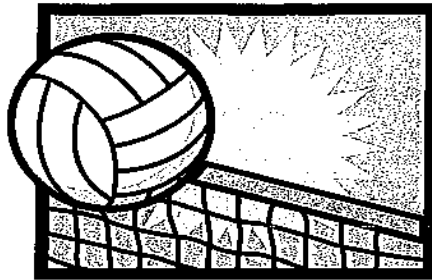


City of Cedarburg
Room Tax Fund
 Year Ended
 December 31, 2016

The City keeps 5% of the collected taxes and the other 95% is disbursed to the Chamber of Commerce for tourism promotion and development (70%) and downtown capital improvements (25%).

The taxes are due quarterly, thirty days after the end of the quarter.

	Budget	Actual	% of Budget Earned/ Expended
<u>Revenues:</u>			
Room taxes	\$ 62,000	\$ 79,061.06	128%
<u>Expenditures:</u>			
Chamber of Commerce – Tourism	\$ 58,900	\$ 75,108.15	128%
Excess of Revenues Over Expenditures	\$ 3,100	\$ 3,952.91	
<u>Other Financing Uses:</u>			
Transfer to General Fund	\$ 3,100	\$ 3,953.06	
<u>Fund Balance, Beginning of Year</u>	\$ 462	\$ 462.28	
<u>Fund Balance, End of Year</u>	\$ 462	\$ 462.13	



***City of Cedarburg
Recreation Programs Fund
Year Ended December 31, 2016***

All programs established in this fund are set up to be self-supporting. Safety training, softball, youth football, youth basketball, volleyball, aquatic fitness, fitness classes and summer/winter recreation fees are the main programs for this fund. Twenty-five percent of the recreation supervisor's salary is charged to this fund. Some of the programs administered through this fund are done on a contracted basis with local companies.

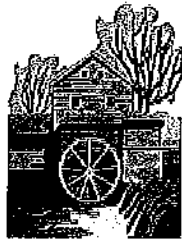
Revenues are above budget, with 171% earned. A total of \$5,600.00 has been received for sponsorship of the recreation brochure and \$2,708.85 for donations. Throughout the year, percentages for revenues and expenditures may appear strange. A change in recording procedures has taken place to better reflect what is actually being received and spent.

Expenditures are above budget with 166% expended. Maintenance/Contracted Services is showing 440% of budget due to the payment to instructors for added programs. Workers' compensation and property insurance are both paid in full in January.

The fund balance is used for future equipment purchases.

City of Cedarburg
RECREATION PROGRAMS FUND
Special Revenue Fund
Year Ended December 31, 2016

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Gym Rentals	\$240	\$1,446.59	603%
Athletic Field Rentals	300	300.00	100%
Summer/Winter Rec Fees	40,620	42,973.26	106%
WPRA Ticket Sales	300	8,227.00	2742%
Youth Football Registration	5,760	3,745.00	65%
Safety Training	3,420	4,495.00	131%
Basketball Fees	15,000	17,050.00	114%
Softball Fees	13,000	12,405.32	95%
Gymnastic Fees	250	900.00	360%
Volleyball Fees	2,750	1,799.24	65%
Aquatic Fitness	4,000	5,815.00	145%
Concession Revenues	800	800.00	100%
Solar Recreation	3,000	8,960.00	299%
Summer Sand Volleyball	1,800	845.00	47%
Summer Soccer	100	4,345.00	4345%
Banner Advertising	700	600.00	86%
Total Body Fitness	7,500	13,463.00	180%
Civic Band Revenue	3,000	3,845.00	128%
Recreation Brochure Sponsorships	5,500	5,600.00	102%
Tennis	0	15,611.50	0%
Youth Center Receipts	500	437.00	87%
Donations	1,500	2,708.85	181%
Miscellaneous Revenue	3,160	44,750.90	1416%
Transfer from General Fund	1,000	1,000.00	100%
Total Revenues	\$114,200	\$202,122.66	177%
Expenditures			
Salaries	\$8,117	\$9,869.33	122%
Part-time Salaries/Seasonal	49,705	77,100.06	155%
Exercise Fitness Salaries	6,000	7,019.13	117%
FICA	4,882	7,181.69	147%
Retirement	536	672.65	125%
Health Insurance	1,433	1,194.20	83%
Life Insurance	1	-	0%
Longevity	60	-	0%
Workers' Comp Insurance	2,887	2,886.73	100%
Telephones	1,080	743.19	69%
Maintenance/Contracted Services	6,800	29,895.58	440%
Recreation Brochure	5,200	5,236.00	101%
Office Supplies	600	499.54	83%
Professional Publications	185	190.00	103%
Travel & Training	2,750	2,697.41	98%
Transportation	1,090	2,102.75	193%
Supplies & Expenses	19,908	33,134.09	166%
Operating Supplies	1,360	1,838.33	135%
WPRA Tickets	-	7,946.72	0%
Safety Equipment	1,050	1,601.39	153%
Equipment/Capital Outlay	1,500	1,967.51	131%
Civic Band Expenses	4,000	4,829.00	121%
Property Insurance	562	561.58	100%
Total Expenditures	\$119,706	\$199,164.88	166%
Net Change in Fund Balance	(5,506)	2,957.78	
Fund Balance, Beginning of Year	\$78,705	\$78,704.94	
Fund Balance, End of Year	\$73,199	\$81,662.72	



City of Cedarburg
Community Development Block Grant
 Year Ended December 31, 2016



The Community Development Block Grant Fund is used for loans to help establish or expand local businesses. This fund does not have a budget.

Revenues

The revenues for this fund include loan repayments. Active loans are to Kettle Moraine Appliance and K. Smith Fitness. Interest from the State of Wisconsin Investment Pool, certificates of deposit, money market and interest on the loans is also included.

Expenditures

The expenditures include administrative fees for Ozaukee County Economic Development and the Treasurer's Office.

Actual	
Revenues	
Interest Income	\$2,587.69
Loan Repayments/Reimbursements	21,342.39
Loan Interest	2,147.45
Change in Market Value	(18,967.70)
Total Revenues	\$7,109.83
Expenditures	
Grant Disbursements	0.00
Grant Administration	3,691.46
Total Expenditures	\$3,691.46
Net Change in Fund Balance	3,418.37
Fund Balance, Beginning of Year	\$939,144.47
Fund Balance, End of Year	\$942,562.84



City of Cedarburg
Swimming Pool Fund
Year Ended
December 31, 2016



The Swimming Pool is funded by user fees along with subsidizing from the City and the Town. The remaining fund balance is the City's share of previous years' operations. The shares to subsidize the pool are based on the prior year's proportionate usage by each municipality's residents.

Revenues

The revenues for this fund include lessons, passes, daily fees, rental of the pool, concession sales and a banner program. The pool closed for the season on August 21st. The banner program has generated \$4,003.00. Total revenues are at 104% earned.

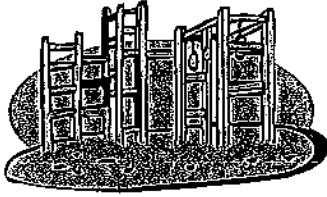
Expenditures

The expenditures include salaries and benefits of pool employees and public works employees maintaining the pool. Other expenditures include utilities, licenses, permits, supplies and insurance. Total expenditures are right at 108% expended.

Workers' compensation and property insurance premiums are paid in full in January.

City of Cedarburg
SWIMMING POOL FUND
Special Revenue Fund
Year Ended December 31, 2016

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Real Estate Taxes	44,121	44,121.00	100%
Fees	104,524	94,625.15	91%
Passes	86,005	82,731.42	96%
Lessons	25,791	22,550.00	87%
Exercise	4,329	5,233.00	121%
Uniforms/Misc.	2,400	1,058.00	44%
Concessions	42,212	48,475.02	115%
Swim Team	5,000	4,952.00	99%
Banner Program	2,800	4,003.00	143%
Town - shared	11,030	18,922.38	172%
Rental Income	2,500	4,590.00	184%
Transfer from General Fund	-	13,503.46	0%
Total Revenues	\$330,712	\$344,764.43	104%
Expenditures			
Swimming Pool			
Salaries	\$22,322	\$22,661.40	102%
Part-time Salaries / Seasonal	123,256	120,503.41	98%
Maintenance/PW Salaries	19,000	19,138.67	101%
Maintenance/Part-time	3,000	2,530.00	84%
FICA	12,820	12,470.34	97%
Retirement	2,727	3,414.14	125%
Health Insurance	3,941	4,359.11	111%
Life Insurance	3	0.90	30%
Workers' Comp Insurance	7,670	7,669.60	100%
Total Salaries and Benefits	\$194,739	\$192,747.57	99%
Other Expenses			
Professional Services	2,970	3,851.88	130%
Electric	17,200	18,502.49	108%
Natural Gas	12,000	11,633.50	97%
Telephone	440	641.48	146%
Water Service	9,760	10,185.67	104%
Maint/Contracted Services	3,000	1,303.80	43%
License & Permits	400	400.00	100%
Travel & Training	600	501.00	84%
Maintenance Supplies	14,000	20,717.26	148%
Uniforms	1,500	2,155.61	144%
Operating Supplies	20,000	22,577.70	113%
Equipment/Capital Outlay	14,000	16,635.35	119%
Other Expenses	1,000	1,038.38	104%
Property Insurance	3,181	3,180.87	100%
Total Other Expenses	\$100,051	\$113,324.99	113%
Swimming Pool Concessions			
Part-time Salaries / Seasonal	11,000	13,519.05	123%
FICA	842	1,034.21	123%
License & Permits	330	330.00	100%
Operating Supplies	23,000	23,197.51	101%
Equipment/Capital Outlay	750	611.10	81%
Total Concessions	\$35,922	\$38,691.87	108%
Total Expenditures	\$330,712	\$344,764.43	104%
Change in Fund Balance	0	0.00	0%
Fund Balance, Beginning of Year	\$0	\$0.00	
Fund Balance, End of Year	\$0	\$0.00	



City of Cedarburg
Parks & Playgrounds Fund
Year Ended December 31, 2016



Revenues

The revenues include interest on the investment in the State Pool. Other revenue sources available are the payments from developers in lieu of land dedication for parks, and the park equipment impact fee.

Expenditures

Budgeted expenditures include a transfer for capital projects budgeted in the Capital Improvement Fund.

	Budget	Actual
<u>Revenues:</u>		
Subdivider Park Fees	\$0	\$4,845.66
Park Equipment Impact Fees	0	14,147.38
Interest	200	296.79
	<u>\$200</u>	<u>\$19,289.80</u>
 <u>Other Financing Uses:</u>		
Transfer to Capital Improvements	<u>\$50,000</u>	<u>\$47,934.44</u>
 Net Change in Fund Balance	 <u>(\$49,800)</u>	 <u>(\$28,644.64)</u>
 Subdivider Park Fees		\$54,367.74
Equipment Replacement Reserve		19,264.85
<u>Fund Balance, Beginning of Year</u>	<u>\$62,122</u>	<u>\$62,121.69</u>
 <u>Fund Balance, End of Quarter</u>	 <u>\$12,322</u>	 <u>\$33,477.05</u>



City of Cedarburg
Library Fund
Year Ended December 31, 2016



The Library operations are primarily funded by real estate taxes. Other revenues include fines and fees, County reimbursement, and donations. The County reimbursement is for providing service to other County residents who do not have a library within their municipality. The payment is based on the City's Library operating costs and its loans to those residents. At the end of the year, revenues are expected to be 100% earned. Actual revenues are right at budget at 100% earned.

Expenditures include salaries and benefits, contractual services, utilities, and publications. At the end of the year, expenses are expected to be 100% expended. In total, expenditures are also right at budget, with 100% expended. Workers' compensation and property insurance premiums are paid in full in January.

LIBRARY FUND
Special Revenue Fund
Year Ended December 31, 2016

	Budget	Actual	% of Budget Earned/ Expended
Revenues			
Real Estate Taxes	\$707,306	\$707,306.00	100%
Library Grants	715	735.00	103%
Fees & Fines	25,000	23,642.81	95%
County Reimbursement	153,904	153,904.18	100%
Photocopies—Taxable	2,500	2,387.51	96%
Rent-City Property	200	650.00	325%
Total Revenues	\$889,625	\$888,625.50	100%
Expenditures			
Salaries	\$354,101	\$353,342.04	100%
Part-time Salaries/Seasonal	114,635	117,408.60	102%
Maint/PW Salaries	15,241	16,238.19	107%
Sick Pay Out	7,233	7,081.64	98%
FICA	38,055	37,686.95	99%
Retirement	32,832	28,163.02	86%
Health Insurance	109,522	105,156.06	96%
Life Insurance	121	106.24	88%
Longevity	6,237	5,155.50	83%
EAP Admin	100	0.00	0%
Workers' Comp Insurance	1,179	1,178.51	100%
Total Salaries and Benefits	\$679,256	\$671,516.75	99%
Attorney/Consultant	275	0.00	0%
Electric	16,000	23,709.37	148%
Marketing	200	184.00	92%
Natural Gas	7,000	7,122.79	102%
Telephone	2,000	2,004.60	100%
Water Service	1,900	1,766.34	93%
Repair & Maintenance	2,000	3,946.56	197%
Maint/Contracted Services	39,629	40,642.54	103%
Program Supplies	500	551.49	110%
Office Supplies	5,000	6,257.22	125%
Computer Supplies	3,000	1,912.15	64%
Printing-Newletters,	1,500	1,203.36	80%
Postage	500	584.73	117%
Publications & Subscriptions	80,000	78,006.85	98%
Prof Publications	1,600	1,223.50	76%
Travel & Training	6,000	5,164.12	86%
Operating Supplies	1,000	2,217.67	222%
Shared System Services	14,000	13,809.59	99%
Library Technology	2,000	1,234.08	62%
Employment Expenses	200	137.48	69%
Property Insurance	8,005	8,004.90	100%
Total Non Personnel Services	\$192,309	\$199,683.34	104%
Total Expenditures	\$871,565	\$871,200.09	100%
Net Change in Fund Balance	18,060	17,425.41	
Fund Balance, Beginning of Year	(\$50,353)	(\$50,353.21)	
Fund Balance, End of Year	(\$32,293)	(\$32,927.80)	

**City of Cedarburg
Capital Improvement Fund
Financial Report
December 31, 2016**

The report that follows compares the annual approved budget and adjusted budget to the actual revenues and expenditures for the year ending December 31, 2016. The last column shows the percent of revenues recognized and the percent of the budget expended. The comments below highlight some of the activity for the fund.

Revenues

Revenues totaled \$10,009,576; 108% realized at year end.

Capital Improvement's largest revenue source in 2016 was debt proceeds from borrowing for the Department of Public Works building. The sale of the bonds was completed on April 25, 2016 with the total proceeds being \$8,697,694.

The property taxes are the second largest revenue at \$1,170,000; 13% of total revenues.

Library impact fees of \$14,343 were collected.

Sale of City Property included the sale of equipment from the DPW move totaling \$66,038.

Transfers from other funds - Parks and Playground fund for the Cedar Creek Park net climber was completed for \$47,934.

Expenditures

There were no budget adjustments in 2016 for encumbrances carried over from 2015. Total expenditures for the year are \$10,279,608; 95% expended.

Parking lot improvements at the City Hall Complex and tower repairs on the Lincoln Building were completed in 2016. Expenditures of \$43,683 for the geo-tech study on Western Road for a possible monopole siting were incurred in 2016.

The Police Department purchased high risk incident equipment for the officers, a call recorder for the dispatch center and a license plate reader. Asphalt repairs to the parking lot were also completed. The replacement of two squads was completed in May and June. The Emergency Management siren replacement started in June and was completed in July.

The Fire Department heating and cooling project was completed. The engineering for the creek retaining wall was completed, but the wall will be replaced in 2017.

The DPW Center Improvements is the largest budget line item in the fund. There will be some expenditures to follow in 2017; however the project is expected to remain under budget. Final architect and construction fees, furnishings, and moving expenditures are just a few of the remaining costs.

The Prochnow Landfill monitoring costs for 2016 totaled \$27,244 which included legal fees, appraisal service and monitoring fees.

In 2016 Parks and Recreation purchased a dump truck, mower/snow blower and an aerial lift truck. The lift truck was ordered but not received until 2017. The park development expenditure of \$5,049 was a portion of the cost of the property on Sheboygan Road for the future nature trail along the creek in The Glen at Cedar Creek subdivision. Park improvements included a performer dome which was paid for by park impact fees and the Zeunert Park path was paved.

The recorded paying agent fee was for the DPW garage borrowing.
The Transfer to Debt Service was made in the first quarter, to offset the library debt payment.

**CITY OF CEDARBURG
CAPITAL IMPROVEMENT FUND
2016 FINANCIAL REPORT**

	2016 APPROVED BUDGET	2016 ADJUSTED BUDGET	2016 ACTUAL	PERCENT REALIZED/ EXPENDED
Revenues				
Property Taxes:				
Street Improvements	\$505,000	\$505,000	\$505,000	100.00%
Equipment Replacement Reserve	250,000	250,000	250,000	100.00%
Storm Water Reserve	375,000	375,000	375,000	100.00%
Environmental Reserve	20,000	20,000	20,000	100.00%
General Projects	20,000	20,000	20,000	100.00%
Proceeds from Borrowing	8,000,000	8,000,000	8,697,694	108.72%
Library Impact Fees	0	0	14,343	0.00%
Interest Income	10,000	10,000	13,567	135.67%
Transfer from Parks & Playgrounds	50,000	50,000	47,934	95.87%
Sale/Rent of Property	30,000	30,000	66,038	220.13%
Donations	5,000	5,000	0	0.00%
Total Revenues	\$9,265,000	\$9,265,000	\$10,009,576	108.04%
Expenditures				
City Hall Complex				
Complex Improvements	\$95,000	\$95,000	\$113,177	119.13%
Total City Hall Complex	\$95,000	\$95,000	\$113,177	119.13%
Police Station				
Police Station Improvements	\$27,321	\$27,321	\$24,392	89.28%
Police Patrol Division				
Vehicle Replacements	\$97,930	\$97,930	\$84,622	86.41%
Officer Equipment	46,196	46,196	45,335	98.14%
Total Police Patrol Division	\$144,126	\$144,126	\$129,957	90.17%
Fire Department				
Station Improvements	\$105,000	\$105,000	\$37,640	35.85%
Auxiliary Police/Emergency Management				
Siren Upgrade	\$20,842	\$20,842	\$20,892	100.24%

**CITY OF CEDARBURG
CAPITAL IMPROVEMENT FUND
2016 FINANCIAL REPORT**

	2016 APPROVED BUDGET	2016 ADJUSTED BUDGET	2016 ACTUAL	PERCENT REALIZED/ EXPENDED
Public Works				
DPW Center Improvements	\$8,000,000	\$8,000,000	\$7,565,011	94.56%
Equip. Replacement--Dump Trk w/Plow	195,000	195,000	188,195	96.51%
Equip. Replacement--Pickup with Plow	106,000	106,000	102,803	96.98%
Equip. Replacement-Street Sweeper	240,000	240,000	233,604	97.34%
Forklift			25,438	
2016 Street Improvements	700,000	700,000	763,247	109.04%
Asphalt Repairs	45,000	45,000	0	0.00%
Sidewalk Replacements	45,000	45,000	49,416	109.81%
NR216 Compliance	40,000	40,000	20,465	51.16%
Stormwater Improvements	410,000	410,000	492,850	120.21%
Storm Sewer Capital Planning	12,750	12,750	3,020	23.69%
Total Public Works	\$9,793,750	\$9,793,750	\$9,444,049	96.43%
Environmental Expenses				
Prochnow	\$100,000	\$100,000	\$27,244	27.24%
Total Environmental Expenses	\$100,000	\$100,000	\$27,244	27.24%
Parks and Recreation				
Vehicle Replacements	\$220,000	\$220,000	\$50,392	22.91%
Tractor with Mower Deck	41,000	41,000	29,268	71.39%
Park Improvements	130,000	130,000	123,888	95.30%
Park Development	0	0	5,049	0.00%
Total Parks and Recreation	\$391,000	\$391,000	\$208,597	53.35%
Other Expenses				
Paying Agent Fee	\$0	\$0	\$73,660	0.00%
Operating Transfers Out				
Transfer to Debt Service	\$200,000	\$200,000	\$200,000	100.00%
Total Expenditures	\$10,877,039	\$10,877,039	\$10,279,608	94.51%
Excess of Revenues Over/(Under)				
Expenditures	(1,612,039)	(1,612,039)	(270,032)	
Beginning Fund Balance	\$2,531,566	\$2,531,566	\$2,531,566	
Ending Fund Balance	\$919,527	\$919,527	\$2,261,534	

City of Cedarburg
Sewerage Fund
Year Ended
December 31, 2016

Attached is the year-end financial report for the City of Cedarburg Sewerage Fund. This report includes a summary income statement showing the actual vs. budget, a graph depicting the sewer replacement fund balances, and an analysis showing the total gallons billed by month for the current year and prior year. The report of capital projects is also included.

Revenues

Revenues at the end of the year are above budget. In total, revenues are expected to be 100% earned. The actual percentage was over budget at 100.74%.

Interest for the year reflects revenue for monies invested in the state pool, plus investment earnings of a certificate of deposit and an investment in the City's General Fund.

Expenditures

Expenses are below budget at the end of the year with 95.39% expended. Sewer benefits were over budget due to the year-end entry for GASB No. 68; accounting for pensions. The deferred inflows and outflows are recorded annually projected benefit payments.

Gallons Billed

The report shows gallons billed for 2015 and the current year. The graph shows the monthly variances for the current year and for the past three years.

Status of Capital Projects

This schedule lists the current capital projects budget amounts along with the cost for the year. The replacement funds used for the projects are also listed on the schedule.

Replacement Fund Investment Activity

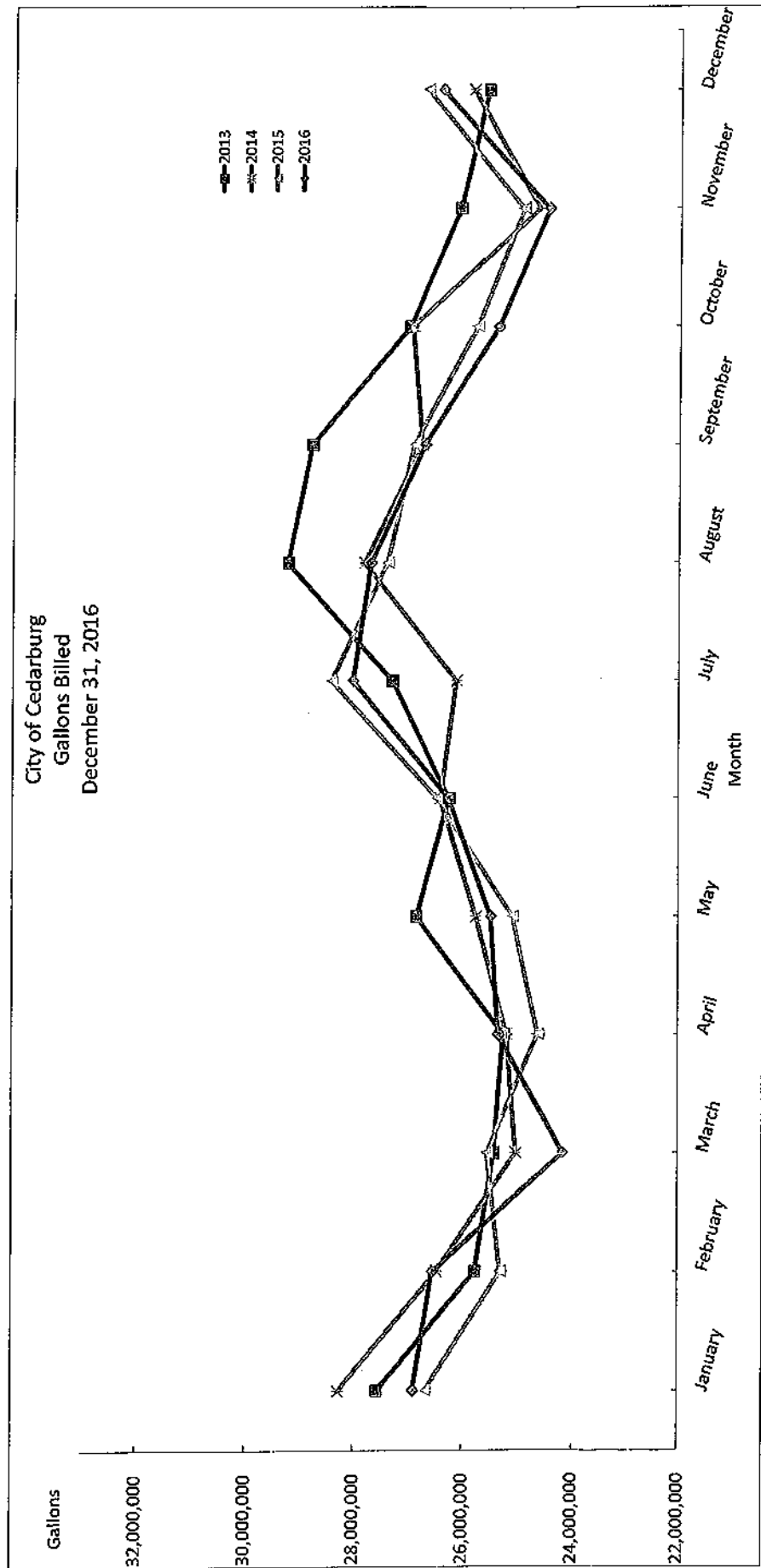
This schedule shows the investments by fund. It also shows the monthly allocations for the collection system and wastewater treatment plant replacements. It also reflects interest earned and any transfers that were made.

**CITY OF CEDARBURG
SEWERAGE COMMISSION
YEAR ENDED DECEMBER 31, 2016**

	ACTUAL DECEMBER 2015	ACTUAL DECEMBER 2016	ADOPTED BUDGET 2016	ACTUAL 2016	% OF BUDGET EARNED/ EXPENDED
Revenues					
Public Charge for Services					
Residential	\$226,864.52	\$116,486.65	\$1,409,440	\$1,414,409.25	100.35%
Commercial	73,814.30	35,423.38	435,594	441,372.60	101.33%
Industrial	53,789.84	28,539.68	266,500	289,476.52	108.62%
Public Authority	11,795.74	5,743.87	73,719	67,218.04	91.18%
Misc. Revenue	5,716.59	2,619.35	0	3,896.88	0.00%
Biosolids Impact Fee	0.00	0.00	0	0.00	0.00%
Sewer Connection Fee	2,585.66	5,274.76	0	19,780.35	0.00%
Reserve Capacity Fee	1,204.02	2,456.20	0	8,596.70	0.00%
Septage Hauler Fee	5,481.84	8,760.45	100,000	65,436.92	65.44%
Rent—City Property	0.00	0.00	0	1.00	0.00%
Interest	1,017.90	4,817.44	13,500	28,978.98	214.66%
Change in Market Value		(2,435.57)	0	(23,323.96)	0.00%
Total Revenues	\$382,270.41	\$207,686.21	\$2,298,753	\$2,315,843.28	100.74%
Expenditures					
Administrative Labor & Benefits	\$37,340.93	\$60,502.17	\$293,999	\$325,485.91	110.71%
General Labor & Benefits	31,123.99	31,926.71	303,049	300,082.23	99.02%
Collection System Labor & Benefits	17,751.07	26,050.44	143,065	146,196.36	102.19%
WWTP Operations:					
Sludge Hauling	32,076.00	35,964.00	293,000	234,252.00	79.95%
Coagulants	2,045.55	1,941.16	18,000	7,962.47	44.24%
Other	17,478.74	18,118.19	180,440	153,596.75	85.12%
WWTP Maintenance	15,984.04	16,858.74	67,000	60,659.56	90.54%
Collection System	4,287.50	12,588.68	28,300	40,845.56	144.33%
Lift Stations	3,438.36	8,671.71	64,588	63,508.18	98.33%
Transportation	531.92	4,995.74	14,900	11,195.51	75.14%
Administrative Services	30,942.65	28,194.28	184,664	164,896.97	89.30%
Contingency Reserve	0.00	(8,751.00)	40,000	0.00	0.00%
Depreciation Expense	80,833.33	85,000.00	1,020,000	1,020,000.00	100.00%
Total Expenses	\$273,834.08	\$322,060.82	\$2,651,005	\$2,528,681.50	95.39%
NET CHANGE IN FUND BALANCE	\$108,436.33	(\$114,374.61)	(\$352,252)	(\$212,838.22)	

**CITY OF CEDARBURG
SEWERAGE COMMISSION
SUMMARY REPORT AS OF DECEMBER 2016**

	DECEMBER 2015	DECEMBER 2016	2016
Septage Haulers			
	558,700	505,700	5,987,000
Light & Water Billing			
Gallons			
Residential	17,048,800	16,930,400	209,618,100
Commercial	3,155,300	3,061,200	37,195,300
Industrial	5,469,500	5,405,300	54,710,500
Public Authority	1,023,400	1,022,200	11,930,500
Total			
	26,697,000	26,419,100	313,454,400



City of Cedarburg
Sewer Utility
Capital Projects 2016

Project Description	Project Budget		Total Project		Funding
	To Date	Costs to date			
Collection System Reconstruction					
Engineering for 2017 Street Projects	30,000	5,355.00	Collection System Reconstruction Fund		
2016 Street and Utility Projects	850,000	936,934.88	Collection System Reconstruction Fund		
Total to date		880,000	942,289.88		
New Projects					
Sheboygan Road Lift Station	1,500,000	1,250,152.20	Borrowing, Proceeds, Fund Balance		
Total to date		1,500,000	1,250,152.20		
Treatment Plant					
Replace UV Bulbs (Bank B)	15,000	15,515.32	WWTP Replacement Fund		
Rebuild 3 Raw Pumps and Check Valves	80,000	6,154.78	WWTP Replacement Fund		
Replace Digester Blowers and Controls	42,000	0.00	WWTP Replacement Fund		
Misc Equipment	40,000	31,860.50	WWTP Replacement Fund		
Total to date		177,000	53,530.60		
Grand Total—Capital Budget					
	\$2,557,000	\$2,245,972.68			

City of Cedarburg

Sewer Utility

Analysis 2016 Replacement Fund and Investment Activity

	WWTP Replacement	Collection Sys. Reconstruction	WWTP	Impact Fees Biosolids	Connection Fees	Unrestricted Investments	Total Sewer Fund
Beginning Balance, January 1, 2016	\$891,281.36	\$1,035,935.58	\$30,565.09	\$2,267.53	\$256,449.31	\$825,183.02	\$3,041,681.89
Interest Earnings	1,040.96	1,736.52	119.83	8.29	535.86	4,938.87	8,380.33
Monthly allocations	152,769.96	470,000.04				(622,770.00)	
Impact fees			8,596.70		19,780.35	(28,377.05)	
Disbursements:							
Transfers for invoices	(58,530.60)	(1,665,973.26)				1,724,503.86	
Principal & Interest payments	4,042.49					(4,042.49)	
Net cash flows/due to due from settlements		(650,534.55)				(400,733.41)	(1,051,267.96)
Reinvestments/Transfers	1,602,354.29	1,006,860.33			(200,000.00)	1,321,266.58	
Intrafund Loan							
Ending balance, December 2016	\$2,592,958.46	\$198,024.66	\$39,281.62	\$2,275.82	\$76,765.52	\$2,819,969.38	\$5,729,275.46

**City of Cedarburg
Salaries and Benefits
Year Ended
December 31, 2016**

This report exhibits total salary and benefit expenses by department for the year ended December 31, 2016. Included are General Fund, Special Revenue Funds and Wastewater Treatment Plant salaries. Benefit expenses include FICA, pension, sick payout, health insurance, life insurance, longevity and workers' compensation insurance amounts.

At the end of the year, departments are expected to be 100% expended. The total salary and benefit expense is \$7,415,254.93, 101.41% expended. In total, salaries and benefits are above the budget for the year. There were two retirements during the fourth quarter and two full time employees that left to take other positions. Only two of these positions had been filled by the end of the year.

The amount expended for the Fire Department was for their retirement and workers' compensation.

The public works accounts need to be looked at as a whole, with the exception of engineering/public works administration. Along with the parks and forestry maintenance salaries and benefits, these represent the entire public works staff. While some accounts are showing over budget, others are under budget depending on where the man hours were spent. Streets salaries are over budget due to two large snow storms in December.

Recycling part-time salaries is over budget, however full-time salaries are under budget. Seasonal help was utilized for recycling throughout the year.

The celebration accounts are considerably over budget. Some of this spending is offset by invoicing Festivals.

Sewer benefits were over budget due to the year-end entry for GASB No. 68; accounting for pensions. The deferred inflows and outflows are recorded annually projected benefit payments.

There were no workers' compensation claims filed during the fourth quarter. There were a total of five for the year. Two for the year have resulted in time lost.

CITY OF CEDARBURG

Salary Expense December 31, 2016

Department	Budget	Actual	Percent Expended
General Government			
Council			
Salaries	\$16,800	\$17,707.19	105.40%
Benefits	1,323	1,372.54	103.74%
Total	18,123	19,079.73	105.28%
Mayor			
Salaries	6,000	6,230.79	103.85%
Benefits	473	490.10	103.62%
Total	6,473	6,720.89	103.83%
Administrator			
Salaries	70,814	71,490.24	100.95%
Benefits	27,392	26,211.23	95.69%
Total	98,206	97,701.47	99.49%
City Clerk			
Salaries	122,692	123,599.70	100.74%
Part time salaries	17,047	17,257.85	101.24%
Benefits	55,566	56,617.49	101.89%
Total	195,305	197,475.04	101.11%
Elections			
Salaries	29,672	27,276.95	91.93%
Overtime	1,004	44.22	0.00%
Benefits	880	290.70	33.03%
Total	31,556	27,611.87	87.50%
Assessor			
Salaries	70,798	71,472.24	100.95%
Benefits	34,436	34,220.26	99.37%
Total	105,234	105,692.50	100.44%
Treasurer/Financial			
Salaries	79,032	80,829.54	102.27%
Benefits	37,394	35,773.43	95.67%
Total	116,426	116,602.97	100.15%

CITY OF CEDARBURG

Salary Expense December 31, 2016

Department	Budget	Actual	Percent Expended
General Government			
City Hall			
Salaries	79,557	82,495.47	103.69%
Overtime	2,000	3,598.05	179.90%
Part time Salaries	7,330	1,996.25	27.23%
Benefits	38,610	40,097.59	103.85%
Total	127,497	128,187.36	100.54%
Total General Government	\$698,820	\$699,071.83	100.04%
Public Safety			
Police Station			
Salaries	\$19,111	\$17,811.64	93.20%
Overtime	400	389.37	97.34%
Benefits	6,643	7,808.10	117.54%
Total	26,154	26,009.11	99.45%
Police Administration			
Salaries	191,987	193,472.40	100.77%
Office/Dispatch Salaries	376,585	382,637.43	101.61%
Overtime	3,835	2,486.90	64.85%
Benefits	255,886	252,219.09	98.57%
Total	828,293	830,815.82	100.30%
Police Patrol			
Salaries	1,189,229	1,241,662.91	104.41%
Crossing Guards	51,744	39,600.29	76.53%
Overtime	45,371	50,588.24	111.50%
Benefits	593,886	565,730.44	95.26%
Total	1,880,230	1,897,581.88	100.92%
Investigative			
Salaries	159,040	160,753.16	101.08%
Overtime	10,200	17,353.26	170.13%
Benefits	85,412	86,539.53	101.32%
Totals	254,652	264,645.95	103.92%

CITY OF CEDARBURG

Salary Expense December 31, 2016

Department	Budget	Actual	Percent Expended
Fire Station			
Benefits	34,497	57,456.51	166.56%
Total	34,497	57,456.51	166.56%
Building Inspection			
Salaries	102,675	99,054.79	96.47%
Benefits	44,008	42,808.29	97.27%
Total	146,683	141,863.08	96.71%
Total Public Safety	\$3,170,509	\$3,218,372.35	101.51%
Public Works			
Engineering/PW Admin			
Salaries	\$112,434	\$113,395.86	100.86%
Benefits	42,894	40,100.58	93.49%
Total	155,328	153,496.44	98.82%
M&E/Garage			
Salaries	112,604	112,279.09	99.71%
Overtime	1,050	1,137.35	108.32%
Benefits	40,540	36,022.25	88.86%
Total	154,194	149,438.69	96.92%
Streets Improvements			
Salaries	268,828	319,437.86	118.83%
Overtime	45,500	22,557.26	49.58%
Part Time Salaries	6,000	5,851.57	97.53%
Benefits	231,835	217,973.58	94.02%
Total	552,163	565,820.27	102.47%
Storm Sewers			
Salaries	98,530	59,141.21	60.02%
Overtime	1,000	461.18	46.12%
Benefits	18,867	14,783.03	78.35%
Total	118,397	74,385.42	62.83%
Recycling			
Salaries	87,601	80,836.34	92.28%
Overtime	700	2,688.28	384.04%
Part time Salaries	2,200	4,174.56	189.75%
Benefits	17,197	18,122.92	105.38%
Total	107,698	105,822.10	98.26%
Total Public Works	\$1,087,780	\$1,048,962.92	96.43%

CITY OF CEDARBURG

Salary Expense December 31, 2016

Department	Budget	Actual	Percent Expended
Culture/Recreation			
Senior Center			
Salaries	\$52,152	\$59,056.83	113.24%
Benefits	13,764	11,648.65	84.63%
Total	65,916	70,705.48	107.27%
Celebrations			
Salaries	21,063	24,518.63	116.41%
Overtime	2,918	6,864.43	235.24%
Benefits	3,418	4,294.17	125.63%
Total	27,399	35,677.23	130.21%
Parks & Forestry			
Salaries	342,495	354,228.06	103.43%
Overtime	8,000	8,094.95	101.19%
Maintenance/PW Salaries	25,350	23,871.63	94.17%
Benefits	159,955	169,135.40	105.74%
Total	535,800	555,330.04	103.65%
Total Culture/Recreation	\$629,115	\$661,712.75	105.18%
Total General Fund	\$5,586,224	\$5,628,119.85	100.75%

CITY OF CEDARBURG

Salary Expense December 31, 2016

Department	Budget	Actual	Percent Expended
Other Funds			
Cemetery Fund			
Salaries	\$10,423	\$12,065.46	115.76%
Overtime	250	95.48	38.19%
Part time Salaries	9,000	11,170.24	124.11%
Benefits	6,669	7,298.03	109.43%
Total	26,342	30,629.21	116.28%
Recreation Programs—Fund			
Salaries	8,117	9,869.33	121.59%
Part time Salaries	49,705	77,100.06	155.12%
Exercise/Fitness	6,000	7,019.13	116.99%
Benefits	9,799	11,935.27	121.80%
Total	73,621	105,923.79	143.88%
Swimming Pool—Fund			
Salaries	22,322	22,661.40	101.52%
Part time Salaries/Seasonal	123,256	120,503.41	97.77%
Maintenance/PW Salaries	19,000	19,138.67	100.73%
Maintenance/Part time Salaries	3,000	2,530.00	84.33%
Benefits	27,161	27,914.09	102.77%
Total	194,739	192,747.57	98.98%
Swimming Pool Concessions			
Part time Salaries	11,000	13,519.05	122.90%
Benefits	842	1,034.21	122.83%
Total	11,842	14,553.26	122.90%
Library			
Salaries	354,101	353,342.04	99.79%
Part time Salaries	114,635	117,408.60	102.42%
Maintenance/PW Salaries	15,241	16,238.19	106.54%
Benefits	195,279	184,527.92	94.49%
Total	679,256	671,516.75	98.86%
Total Other Funds	\$985,800	\$1,015,370.58	103.00%
Total Salaries and Benefits	\$6,572,024	\$6,643,490.43	101.09%

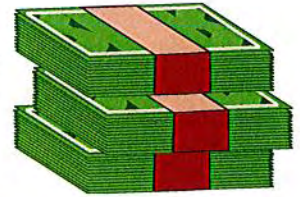
CITY OF CEDARBURG

Salary Expense December 31, 2016

Department	Budget	Actual	Percent Expended
Sewer Utility			
Administrative			
Salaries	\$221,427	\$229,745.26	103.76%
Benefits	72,572	95,740.65	131.93%
Totals	293,999	325,485.91	110.71%
General Labor			
Salaries	201,792	192,991.86	95.64%
Overtime	8,000	6,177.78	77.22%
Benefits	93,257	100,912.59	108.21%
Total	303,049	300,082.23	99.02%
Collection System			
Salaries	100,205	104,656.42	104.44%
Overtime	4,500	1,719.43	38.21%
Benefits	38,360	39,820.51	103.81%
Totals	143,065	146,196.36	102.19%
Total Sewer Utility	\$740,113	\$771,764.50	104.28%
Grand Total	\$7,312,137	\$7,415,254.93	101.41%

City of Cedarburg
Cash and Investments Summary
As of December 31, 2016

Attached is the report of cash and investments for the City of Cedarburg as of December 31, 2016. Included on the schedule of investments are the financial institutions where bank deposits have been placed or brokers from whom securities were purchased; the maturity date of the security, where applicable; the yield of the particular deposit account or investment; and the balance or cost of the account or investment.



City monies are placed in several types of investments, including the State of Wisconsin Local Government Investment Pool (LGIP), U.S. Treasury securities, U.S. Government Agency notes, commercial paper and bank deposits, including certificates of deposit. A variety of investment types are utilized to balance safety, liquidity and risk, as well as providing diversification.

Most of the City's idle monies, especially in the General Fund, are needed to finance the operating activities of the City, as well as debt service and therefore are placed in short-term investments which are highly liquid, such as the local bank money market accounts. These accounts are earning at a higher interest rate than the State Pool. Short term (less than one year) investments of General Fund reserves are made based on our cash flow forecast for operating funds and are timed to mature when monies will be needed to meet obligations of the City. Longer-term investments have been purchased in order to increase the average portfolio yield through US Bank. These investments are part of what is considered the "core" portfolio.

The weighted average yield for outstanding investments December 31, 2016 for all funds (exclusive of the Trust and Agency and Capital Improvement Economic Development Funds) was 0.70% which compares to the yield on outstanding investments at September 30, 2016 of 0.88%. The State Investment Pool yield for December 31, 2016 was 0.45%. Page F-6 includes a graph of our combined investment yields and the LGIP over the past twelve months.

In April the ad hoc Debt/Investment Advisory Committee recommended and the Common Council approved contracting with an investment advisor. US Bank was selected and work began to set up the accounts for the transfer of funds in the month of May. For the months of May and June, the funds were invested in cash and equivalents so the investment earnings were brought down by this account. Beginning in July the new investment policy was in place and higher earnings were realized.

CITY OF CEDARBURG
Schedule of Cash and Investments
December 31, 2016

Institution & Type of Investment	Term	Interest Yield	Balance/Cost
General Fund (100)			
BMO Harris			
Money market		0.53%	\$1,489,189.37
Tax collection			1,009,300.86
Tax collection—Online			142,079.64
Port Washington State Bank			
Money market account		0.42%	6,720,084.16
Checking		0.05%	3,255,442.59
Tax collection		0.42%	445,378.51
Payroll		0.05%	1,182.38
Partnership Bank			
Property tax account		0.10%	742,630.97
State Investment Pool		0.45%	930,616.98
US Bank Investments			
		1.48%	1,968,337.98
Commerce State Bank			
Checking account			219,718.05
Business checking		0.30%	65,249.66
Associated Bank tax collection			118,682.29
Cornerstone Bank			
Combo business money market		0.01%	211,773.54
Business checking			77,542.72
Total General Fund			\$17,397,209.70

CITY OF CEDARBURG
Schedule of Cash and Investments
December 31, 2016

Institution & Type of Investment	Term	Interest Yield	Balance/Cost
Cemetery Fund (200)			
State Investment Pool		0.45%	109,656.74
Port Washington State Bank			
Money market		0.42%	5,446.33
Internal Investment with General Fund		1.28%	62,411.28
US Bank Investments		1.32%	97,983.03
Total Cemetery Fund			\$275,497.38
Community Development Block Grant (230)			
State Investment Pool		0.45%	84,718.96
US Bank Investments		1.54%	858,793.36
Total Community Dev Block Grant			\$943,512.32
Parks & Playground (250)			
State Investment Pool		0.45%	81,411.49
Library (260)			
Port Washington State Bank			4,798.15
Swimming Pool Impact Fee (300)			
State Investment Pool		0.45%	224,567.07
Capital Improvements (400)			
State Investment Pool		0.45%	145,901.68
Port Washington State Bank			
Money market account		0.42%	1,912,804.71
Internal Investment with General Fund		1.28%	62,411.28
US Bank Investments		1.34%	495,310.83
Total Capital Improvements			\$2,616,428.50

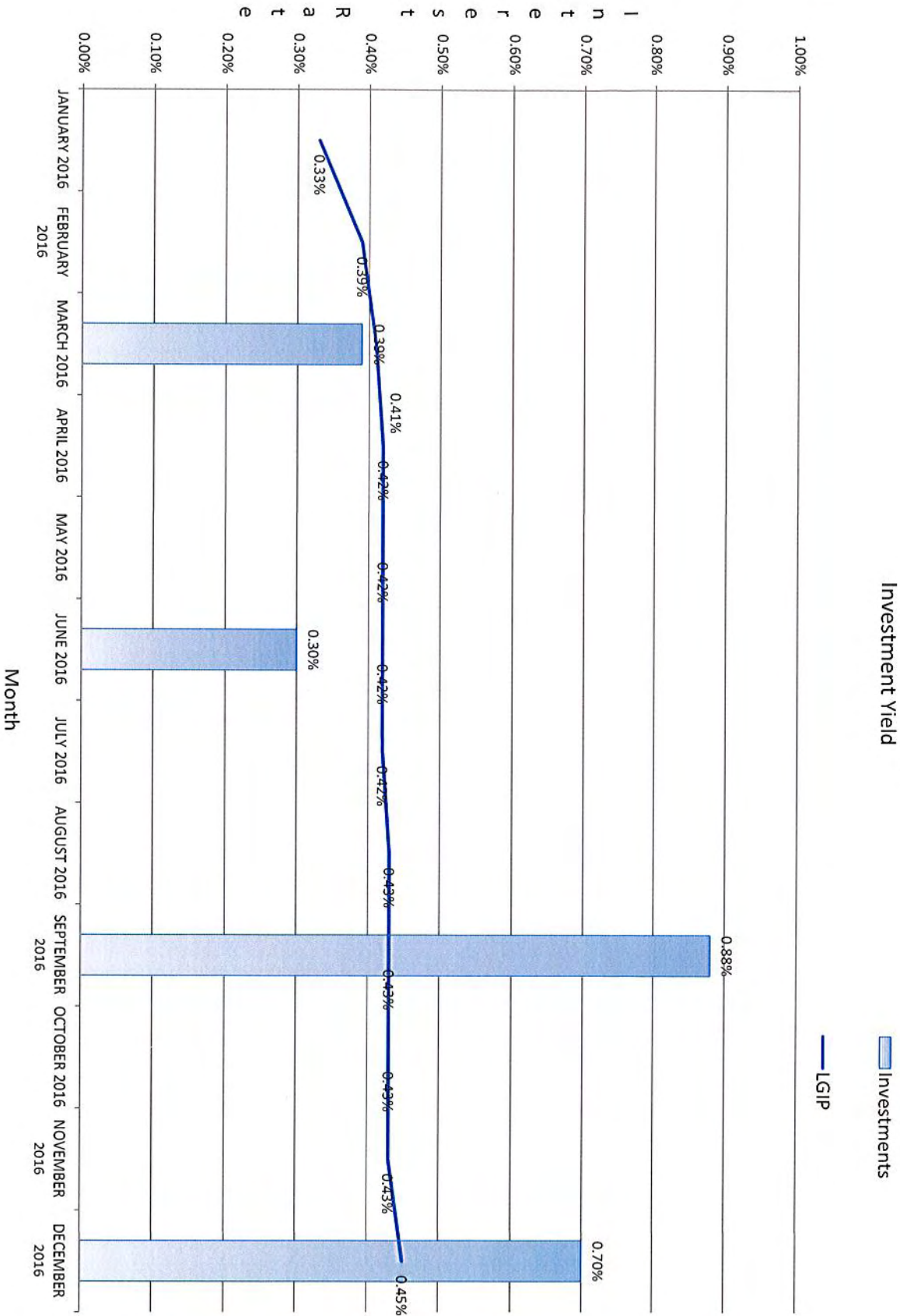
CITY OF CEDARBURG
Schedule of Cash and Investments
December 31, 2016

Institution & Type of Investment	Term	Interest Yield	Balance/Cost
CI-Economic Development (400)			
State Investment Pool		0.45%	13,241.16
Sewer Fund (601)			
State Investment Pool			
Sewer Unrestricted		0.45%	59,519.57
WWTF Repl. Fund		0.45%	197,681.42
Collection System Repl.		0.45%	0.01
WWTP Impact Fee Investment		0.45%	36,825.42
Biosolids Impact Fee Investment		0.45%	2,275.82
Sewer Connection Fees		0.45%	68,853.38
Port Washington State Bank			
Money Market		0.42%	1,780,695.28
US Bank Investments			
		1.29%	990,122.88
Wastewater Equipment Replacement Fund			
Port Washington State Bank			
Money Market		0.42%	1,684,683.58
US Bank Investments			
		1.29%	594,073.62
Internal Investment with General Fund			
		1.28%	116,519.84
Collection System			
Port Washington State Bank			
Money Market		0.42%	0.00
US Bank Investments			
		1.29%	198,024.64
Total Sewer Fund			\$5,729,275.46

CITY OF CEDARBURG
Schedule of Cash and Investments
December 31, 2016

Institution & Type of Investment	Term	Interest Yield	Balance/Cost
Risk Management Fund (700)			
State Investment Pool		0.45%	38.95
Port Washington State Bank			
Money market account		0.42%	111,424.87
US Bank Investments		1.48%	786,842.80
Total Risk Management Fund			\$898,306.62
TRUST AND AGENCY FUND (800)			
Port Washington State Bank			
Money market		0.42%	69,384.81

City of Cedarburg Investment Yield



**City of Cedarburg
Donations Fund
December 31, 2016**

This section of the annual report is a list of the various donation accounts for Trust and Agency or Fund 800.

This report illustrates donations, interest and expenditures throughout the year.

Trust and Agency consists of donations received for All Children's Playground, Cedar Creek Watershed Cleanup, Cemetery, City Hall (including Walk Friendly Program), Emergency Management, Library, Parks, Recreation & Forestry (including Civic Band), Police Equipment, Police K-9 Unit, Prochnow Landfill PRP Group, Legacy Tree and Bench Program, Recycling, Senior Center, Senior Van, Rec Programs, and Swimming Pool.

This fund also includes the LOSA retirement investment plan for the Cedarburg Fire Department. Investments are handled through UBS Financial Services, Inc. The City monitors this account recording the contributions, dividends and changes in value on a monthly basis. Withdrawals made from this plan consist of quarterly fees and disbursements to retired members.

The various departments in this fund continue to receive great community support. In December the Police Department received \$2,940 from the Cedarburg School District participating in the Kapco Challenge. There was \$1,200 received through the Legacy Bench program also in the fourth quarter.

**TRUST AND AGENCY ACCOUNTS
DONATIONS ACCOUNTS - FUND 800
FINANCIAL REPORT
DECEMBER 31, 2016**

DESCRIPTION	BALANCE 12/31/2015	YTD DONATIONS	YTD INTEREST	YTD EXPENSES	BALANCE 12/31/2016
TRUST AND AGENCY:					
All Children's Playground	\$823.40	\$0.00	\$3.01	\$0.00	\$826.41
Cedar Creek Watershed Cleanup	393.97	0.00	1.44	0.00	395.41
Cemetery	8.78	0.00	0.00	0.00	8.78
City Hall Donations	1,187.55	0.00	4.05	0.00	1,191.60
Emergency Management	200.17	0.00	0.37	0.00	200.54
K-9 Unit	761.79	675.00	2.59	954.03	485.35
Legacy Tree and Bench Program	2,018.27	3,600.00	10.82	2,362.50	3,266.59
Library - General	2,071.23	8,727.05	7.89	10,112.36	693.81
Parks & Forestry	3,521.87	0.00	12.82	0.00	3,534.69
Police - Equipment	5,789.22	3,056.80	21.33	2,940.00	5,927.35
Prochnow Landfill PRP Group	13,375.05	0.00	48.66	0.00	13,423.71
Recycling	98.58	0.00	0.20	0.00	98.78
Senior Center	23,968.34	3,474.46	95.43	0.00	27,538.23
Senior Van	8,084.44	6,739.00	35.67	3,226.79	11,632.32
Swimming Pool	16.33	0.00	0.00	0.00	16.33
Rec Programs Donations	120.37	0.00	0.23	0.00	120.60
Total Trust and Agency	\$62,439.36	\$26,272.31	\$244.51	\$19,595.68	\$69,360.50

DESCRIPTION	BALANCE 12/31/2015	DEPOSITS	DIVIDENDS/ INTEREST	FEES & WITHDRAWALS	BALANCE 12/31/2016
LOSA at UBS - Fire Dept Retirement	\$648,372.00	37,814.70	\$36,288.21	\$26,962.45	\$695,512.46
LOSA at Port Washington State Bank	\$24.28	0.00	0.05	0.00	\$24.33
TOTAL LOSA PROGRAM	\$648,396.28	\$37,814.70	\$36,288.26	\$26,962.45	\$695,536.79
TOTAL FUND 800					\$764,897.29

CITY OF CEDARBURG

Accounts Receivable Financial Report December 31, 2016

GENERAL FUND

At the end of the year, there was \$54,873.69 outstanding in General Fund accounts receivable. This account also records the weed mowing charges for AMCAST that are placed on the real estate tax roll each year.

SEWER FUND

The Sewer Fund had \$58,151.28 outstanding in septage hauler invoices and an invoice to Light & Water for the Sheboygan Road lift station at year end. This account also records the legal fees due on the Town of Grafton Pioneer Road land purchase from 1998 that was billed to the Grafton Water & Wastewater Utility.

CAPITAL IMPROVEMENTS

At the end of the year, there was \$68,110.86 outstanding in Capital Fund accounts receivable. This includes the remaining outstanding invoices for 2015 Sidewalk Replacements on payment plans and two invoices to Light & Water for the 2016 road project.

CONTINGENT UPON ANNEXATION CHARGES/SPECIAL ASSESSMENTS

This report also includes listings of current charges on Town properties that were included in the various city street and utility projects throughout the years and are payable contingent upon annexation into the City. There was no activity to report for the year.



2016 Year End Financial Report

[illegible]

ACCOUNTS RECEIVABLE
Sewerage Commission
2016 Year End Financial Report

Accounts Receivable (12/31/2016)					
DATE	NAME	INVOICE	AMOUNT	STATUS	PURPOSE
04/16/1998	Grafton Water & Wastewater Util.	6244	\$4,135.50	On Hold	Town Land Purchase
9/30/2016	Veolia	12120	903.40		Septage Hauling
10/1/2016	Arnolds Environmental	12174	2,191.32		Septage Hauling
11/1/2016	Arnolds Environmental	12198	2,532.75		Septage Hauling
12/7/2016	Veolia ES	12204	718.55		Septage Hauling
12/31/2016	Keller Pump	12200	108.30		Septage Hauling
12/31/2016	Veolia ES	12235	578.49		Septage Hauling
12/31/2016	Keller Pump	12231	76.55		Septage Hauling
12/31/2016	Schulteis Sanatation	12234	98.30		Septage Hauling
12/31/2016	Quality Removal	12233	2,693.25		Septage Hauling
12/31/2016	Arnolds Environmental	12230	1,912.50		Septage Hauling
12/31/2016	Kons Septic	12232	170.50		Septage Hauling
12/31/2016	Kemps LLC	12242	2,619.35		Septage Hauling
2/22/2017	Light & Water	12267	39,412.52		Sheboygan Rd Lift Station
Total			\$58,151.28		

ACCOUNTS RECEIVABLE
Capital Improvements Fund
2016 Year End Financial Report

Account Number: 4500-4330000					
DATE	NAME	INVOICE	AMOUNT	STATUS	PURPOSE
9/10/2015	Kathy Wilson	11387	973.58	paid 121.70 12/15	2015 Sidewalk/Approach Replacement
9/10/2015	Woodmere Townhomes	11388	3,075.05	paid 590.58 10/14	2015 Sidewalk/Approach Replacement
9/30/2016	Heidtke, Will	12104	1,045.98	paid 116.22 10/31	2016 Sidewalk Replacement
11/2/2016	Light & Water	12210	55,897.53		
12/31/2016	Light & Water	12194	7,118.72		
Total			\$68,110.86		

Account 100-126100
CHARGES CONTINGENT UPON ANNEXATION
YEAR END FINANCIAL REPORT
DECEMBER 31, 2016

ACCOUNT 100-126100

PROPERTY ADDRESS AND TAX KEY NUMBER			BALANCE ON ACCOUNT	INTEREST RATE / CCI*	INTEREST AMOUNT	AMOUNT DUE AS OF 12/31/2016
NAME		ORIGINAL				
TOWN OF CEDARBURG						
				CCI*		
Ammons, Michael - 3/25/1970 953 Keup Road Cedarburg WI 53012	03-023-12-007.00 953 Keup Road Cedarburg WI	1,386.00	1,386.00	2.35	1,871.10	3,257.10
FORMULA: 3/25/1970 CCI 1381 March 1980 CCI 3237 (10 yr max) 3237/1381 = 2.35						
TOTAL KEUP ROAD CHARGES		\$1,386.00	\$1,386.00		\$1,871.10	\$3,257.10
PARKVIEW MEADOWS NO. 3						
CITY OF CEDARBURG Bentz, Roger & Mabel & Franelen - 1/7/91 1051 Wauwatosa Road Cedarburg WI 53012	13-040-0140.000 Between Wauwatosa & Poplar-18.23 acres vacant land	\$115,657.82	\$115,657.82	CCI* 1.32	\$37,010.50	\$152,668.32
FORMULA: 1/7/1991 CCI 4777 January 2001 CCI 6281 (10 yr max) 6281/4777 = 1.32						
TOTAL PARKVIEW MEADOWS NO. 3		\$115,657.82	\$115,657.82	1.32	\$37,010.50	\$152,668.32
WESTERN & WAUWATOSA SEWER & WATER CONSTRUCTION - 2010 Water Laterals and Engineering/Admin Fees CCI Effective Date: October 11, 2010						
TOWN OF CEDARBURG			WATER LATERALS	ENG/ADMIN FEES 15%	CCI*	
Jams Realty-Cedarburg Inc	506 Wauwatosa Road	03-027-11-022.00	\$1,972.00	\$2,094.35	\$4,066.35	1.18
Wollner, Richard & Lorraine	7508 Western Avenue	03-027-11-021.00	\$1,972.00	\$2,094.35	\$4,066.35	1.18
Herkowski, Joseph & Andrea	7450 Western Avenue	03-027-11-008.00	\$1,972.00	\$2,094.35	\$4,066.35	1.18
Kletzien, Carol	7404 Western Avenue	03-027-11-019.00	\$1,972.00	\$2,094.35	\$4,066.35	1.18
Kuhn, Mechthild	7421 Western Avenue	03-034-06-027.00	\$1,972.00	\$2,094.35	\$4,066.35	1.18
FORMULA: October 11, 2010 CCI 8921 December 31, 2016 CCI 10530 10530/8921=1.18 1.18 Water lateral charges are to be reimbursed to Light and Water (100-256200) when properties annex into the City. Engineering/Admin Fees should be recorded to 100-423204						
TOTAL WESTERN & WAUWATOSA CHARGES		\$9,860.00	\$10,471.75	\$20,331.75	\$3,668.03	\$23,999.78
TOTAL CHARGES - GENERAL FUND		\$126,903.82	\$10,471.75	\$137,375.57	\$42,549.63	\$179,925.20
*CCI: Cost Construction Index Factor						

ACCOUNT 300-126100

**CHARGES CONTINGENT UPON ANNEXATION
DEBT SERVICE
YEAR END FINANCIAL REPORT
DECEMBER 31, 2016**

NAME	TAX KEY NUMBER	ORIGINAL AMOUNT	ANNUAL INTEREST RATE	INTEREST AMOUNT	AMOUNT DUE AS OF 12/31/2016
Keup Road—9/30/1992 1992 Sanitary Sewer & Watermain Extension CCI Effective date: September 30, 1992					
Lynn Woltring 987 Keup Road 09/30/92	03-023-12-001.00 Invoice# 3435	\$14,059.07	1.31 CCI	\$4,358.31	\$18,417.38
Harold Woltring 5314 Thornapple Lane 09/30/92	03-023-12-033.00 Invoice# 3437	12,045.56	1.31 CCI	3,734.12	15,779.68
FORMULA: 9/30/1992 CCI 5042 September 2002 CCI 6589 (10 Yr Max.) $6589/5042 = 1.31$					
Total Keup Road Charges		\$26,104.63		\$8,092.44	\$34,197.07
Portland Road—9/30/1992 Portland Road Lift Station and Force Main CCI Effective date: September 30, 1992					
Portland Road Lift Station and Force Main	Future annexations	\$31,244.71	1.31 CCI	\$9,685.86	\$40,930.57
FORMULA: 9/30/1992 CCI 5042 September 2002 CCI 6589 (10 Yr Max.) $6589/5042 = 1.31$					
Total Portland Road Charges		\$31,244.71		\$9,685.86	\$40,930.57
Total Charges—Debt Service		\$57,349.34		\$17,778.30	\$75,127.64
*Construction Cost Index (CCI)					

ACCOUNT 400 126100

**CHARGES CONTINGENT UPON ANNEXATION
CAPITAL FUND
YEAR END FINANCIAL REPORT
DECEMBER 31, 2016**

NAME	PROPERTY ADDRESS	TAX KEY NO.	ORIGINAL AMOUNT	BALANCE ON ACCOUNT	ANNUAL INTEREST RATE	INTEREST AMOUNT	AMOUNT DUE AS OF 12/31/2016
PROCHNOW LANDFILL							
Water line extension to Town Residents	JE#1470	Prochnow Landfill Property	\$107,365.00	\$107,365.00			\$107,365.00
TOTAL PROCHNOW LANDFILL			\$107,365.00	\$107,365.00		\$0.00	\$107,365.00
TOWN OF CEDARBURG 2003 Keup Road Reconstruction - Project 2000-11 2003¹							
CCI effective date: October 1, 2003							
Ammons, Michael	2314	953 Keup Road	03-023-12-007.00	\$4,021.81	\$4,021.81	CCI* 1.43	\$5,751.19
Woltring, Harold & Gladys	2315	5314 Thornapple Lane	03-023-12-033.00	3,687.82	3,687.82	1.43	5,273.58
Woltring, Lynn	2318	987 Keup Road	03-023-12-001.00	4,087.91	4,087.91	1.43	5,845.71
FORMULA: 10/1/2003 CCI 6771 October 2013 CCI 9689 (10 yr Max.) 9689/6771 = 1.43							
TOTAL 2003 KEUP ROAD RECONSTRUCTION			\$11,797.54	\$11,797.54		\$5,072.94	\$16,870.48
Pioneer Road - TID No. 1							
CCI effective date: April 21, 1993							
03-34-15-04 THRU 07 ²							
Korneisel, Kirk	6610	Pioneer Road	03-034-15-011.00	\$13,168.81	\$13,168.81	CCI* 1.29	\$16,987.76
Wiley, David & Aimee	6620	Pioneer Road	03-034-15-010.00	12,932.09	12,932.09	1.29	16,682.40
Harold H & Patricia A Steffen Family Trst	6634	Pioneer Road	03-034-15-009.00	13,175.12	13,175.12	1.29	16,995.90
FORMULA: 4/21/1993 CCI 5167 April 2003 CCI 6635 (10 yr Max.) 6635/5167 = 1.29							
TOTAL PIONEER ROAD - TID NO. 1			\$39,276.02	\$39,276.02		\$11,390.04	\$50,666.06
TOTAL CHARGES - CAPITAL			\$158,438.56	\$158,438.56		\$16,462.98	\$174,901.54
*Construction Cost Index (CCI)							
(1) Represents charges against parcels in the Town for curb & gutter, sidewalk, drive apron and lighting. Collection of these charges will be done at time of annexation.							
(2) Represents charges against parcels in the Town. Collection of these charges will be done at time of annexation.							

ACCOUNT 601 126100
CHARGES CONTINGENT UPON ANNEXATION
SEWER FUND
YEAR END FINANCIAL REPORT
DECEMBER 31, 2016

NAME	PROPERTY ADDRESS	TAX KEY NUMBER	ORIGINAL AMOUNT	BALANCE AMOUNT	ANNUAL INTEREST RATE	INTEREST AMOUNT	AMOUNT DUE AS OF 12/31/2016
KEUP ROAD - PART A - SANITARY SEWER							
1999 Sanitary Sewer & Watermain							
CCI Effective date: January 1, 2000							
Murphy, Brian	781 Keup Road	03-060-01-07.000	\$9,836.48	\$9,836.48	CCI*	\$4,131.32	\$13,967.80
Juech, James & Mary	765 Keup Road	03-060-01-05.000	8,602.73	8,602.73	1.42	3,613.15	\$12,215.88
Isio, Spencer & Patek, Ann	755 Keup Road	03-060-01-04.000	8,602.73	8,602.73	1.42	3,613.15	12,215.88
Schefchik Jr., Emil	789 Keup Road	03-060-01-07.001	10,330.60	10,330.60	1.42	4,338.85	14,669.45
7900 LLC	708 Keup Road	03-026-03-017.00	2,433.97	2,433.97	1.42	1,022.27	3,456.24
FORMULA:							
January 2000 CCI 6130							
January 2010 CCI 8660 (10 Yr. Max.)							
8660/6130 = 1.42							
\$35,219.91, is being held by Light and Water. These charges are due in full within 30 days upon adoption of an annexation ordinance.							
TOTAL KEUP ROAD - PART A - SANITARY SEWER			\$39,806.51	\$39,806.51		\$16,718.74	\$66,525.25
WASHINGTON AVENUE - SEWER					CCI*		
CCI Effective date: April 2, 1992							
Bentz, Roger & Franelen	1051 Wauwatosa Road	13-040-0140.000	\$18,524.10	\$18,524.10	1.31	\$5,742.47	\$24,266.57
4/2/1992		Between Wauwatosa & Poplar-18.23 acres vacant land					
FORMULA:							
April 1992 CCI 4946							
April 2002 CCI 6480 (10 Yr. Max)							
6480/4946 = 1.31							
TOTAL WASHINGTON AVENUE			\$18,524.10	\$18,524.10		\$5,742.47	\$24,266.57
HAMILTON ROAD-SEWER							
CCI Effective date: September 3, 1986							
Molinaro, Tony (New owner: Bishop Family Trust 243 E Hamilton Road 9/3/1986		Base,Pavement, Curb & Gutter, Sanitary Sewer, Storm Sewer & Eng. 03-050-0030.006	\$33,371.00	\$33,371.00	CCI* 1.33	\$11,012.43	\$44,383.43
FORMULA:							
September 1986 CCI 4295							
September 1996 CCI 5683 (10 Yr. Max)							
5683/4295 = 1.33							
TOTAL HAMILTON ROAD-SEWER				\$33,371.00		\$11,012.43	\$44,383.43
WESTERN & WAUWATOSA SEWER & WATER CONSTRUCTION - 2010							
Sanitary Sewer Mains and Laterals							
CCI Effective Date: October 11, 2010							
TOWN OF CEDARBURG			SANITARY SEWER MAIN	SANITARY SEWER LAT.		CCI*	
Jams Realty-Cedarburg Inc	506 Wauwatosa Rd	03-027-11-022.00	\$9,242.23	\$2,748.09	\$11,990.32	1.18	\$2,158.26
Wollner, Richard & Lorraine	7508 Western Ave	03-027-11-021.00	\$9,242.23	\$2,748.09	\$11,990.32	1.18	\$2,158.26
Herkowski, Joseph & Andrea	7450 Western Ave	03-027-11-008.00	\$9,242.23	\$2,748.09	\$11,990.32	1.18	\$2,158.26
Kietzien, Carol	7404 Western Ave	03-027-11-019.00	\$9,242.23	\$2,748.09	\$11,990.32	1.18	\$2,158.26
Kuhn, Mechthild	7421 Western Ave	03-034-06-027.00	\$9,242.23	\$2,748.09	\$11,990.32	1.18	\$2,158.26
FORMULA:							
October 2010 CCI 8921							
December 31, 2016 CCI 10530							
10530/8921 = 1.18							
TOTAL WESTERN & WAUWATOSA CHARGES			\$46,211.15	\$13,740.45	\$59,951.60		\$10,791.29
TOTAL CHARGES - SEWER FUND			\$104,541.76	\$13,740.45	\$151,653.21		\$44,264.93
CCI* Construction Cost Index							

Environmental Expenses
Prochnow Responsible Parties Group
As of December 31, 2016

	1993-2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Beginning Balance	\$0.00	\$20,061.47	\$20,208.65	\$13,222.94	\$13,287.06	\$2,096.97	\$2,101.86	\$13,337.99	\$13,375.05	
Deposits:										
City of Cedarburg	30,624.86									30,624.86
Town of Cedarburg	31,224.55									31,224.55
Mercury Marine	106,071.20						11,212.29			117,283.49
Emerson Electric	29,000.00									29,000.00
Amcast	11,500.00									11,500.00
Maletzke Estate	115,000.00									115,000.00
Interest	6,801.24	147.18	97.81	64.12	22.20	4.89	23.84	37.06	48.66	7,247.00
Total	\$330,221.85	\$147.18	\$97.81	\$64.12	\$22.20	\$4.89	\$11,236.13	\$37.06	\$48.66	\$341,879.90
Expenditures	\$310,160.38	\$0.00	\$7,063.52	\$0.00	\$11,212.29	\$0.00	\$0.00	\$0.00	\$0.00	\$328,456.19
Ending Balance	\$20,061.47	\$20,208.65	\$13,222.94	\$13,287.06	\$2,096.97	\$2,101.86	\$13,337.99	\$13,375.05	\$13,423.71	

Environmental Expenses
As of December 31, 2016

	1992-2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Beginning Balance	0.00	414,803.33	403,363.70	389,172.83	364,969.08	299,245.20	213,611.34	178,148.33	157,010.61	
Revenues:										
Property tax	1,048,580.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00	10,000.00	20,000.00	1,118,580.00
General Fund Transfer	40,000.00									40,000.00
PECEA reimbursements	147,600.12									147,600.12
EPA reimbursement (Light & Water)	107,365.00									107,365.00
Insurance settlement	15,000.00									15,000.00
HUD Grant (Mercury Marine Cleanup)	125,485.54	40,719.15				99,000.00				265,204.69
Total	\$1,484,030.66	\$50,719.15	\$10,000.00	\$10,000.00	\$10,000.00	\$99,000.00	\$0.00	\$10,000.00	\$20,000.00	\$1,693,749.81
Expenditures:										
Prochnow/Blank	604,723.15	10,120.19	19,290.87	8,036.00	48,378.38	31,930.12	24,117.51	17,910.39	27,243.75	791,750.36
PECEA Eligible/DPW*	160,496.17									160,496.17
PRP Group - City share	30,624.86									30,624.86
Dams	36,287.85	30.00								155,785.57
Grafton Lime Kiln*	58,001.27			24,683.75	21,505.00	48,706.14	11,345.50	13,227.33		58,001.27
Cedar Creek Park*	15,520.13									15,520.13
Underground storage tank - Washington Ave.*	7,878.76									7,878.76
Hanover - LUST*	6,312.60									6,312.60
Hanover - Shooting Range	15,727.00									15,727.00
Mercury Marine - Cleanup Expenses (HUD)	125,485.54	40,719.15				100,246.00				266,450.69
Mercury Marine - Pit Library Site	8,170.00	8,595.00	4,900.00	1,484.00	1,372.00	3,751.60				24,521.00
Environmental-Other	2,594.44				4,468.50					10,914.54
Total	\$1,069,227.33	\$62,158.78	\$24,190.87	\$34,203.75	\$75,723.88	\$184,633.86	\$35,463.01	\$31,137.72	\$27,243.75	\$1,543,982.95
Ending Balance	\$414,803.33	\$403,363.70	\$389,172.83	\$364,969.08	\$299,245.20	\$213,611.34	\$178,148.33	\$157,010.61	\$149,766.86	

*Closed out

City of Cedarburg

Internal Service Fund

Financial Report

Year Ending December 31, 2016

The Internal Service Fund accounts for all risk management activities of the City. Included in the fund are premiums and claims for:

- General Liability Insurance
- Auto Physical Damage Insurance
- Property Insurance
- Excess Liability Insurance
- Employment Practices Insurance
- Workers' Compensation Insurance
- Boiler & Machinery Insurance

Revenues include interest income, charges to other funds for their premiums, dividends and insurance recoveries. The CVMIC dividend was received in March. Insurance recoveries totaled \$52,080.90 for the squad car loss and K-9 Jake's ACL surgery.

Workers' Comp Wage Recoveries totaled \$3,842.82.

Transfers from other funds were for the annual premiums and were charged out in full in January.

Insurance premiums were paid in full in January. At the end of the year, \$130,901.05 was expended on claims filed against the City and City property claims. The 2015 claim expenditure is for legal review and 2016 expenditures include the computer virus at City Hall, two Police car accidents, Jake's ACL surgery and rehab, snow plow accidents, two traffic signal car accidents and mailbox replacements.

**CITY OF CEDARBURG
INTERNAL SERVICE FUND - RISK MANAGEMENT
FINANCIAL REPORT
DECEMBER 31, 2016**

	2015 ACTUAL	2016 ACTUAL	2016 BUDGET	PERCENT OF BUDGET
Revenues				
Interest Income	\$ 2,033.65	\$ 3,525.06	\$ 1,800	195.84%
Change in Market Value		\$ (15,587.35)		
Dividend Income (from CVMIC)	56,609.00	59,209.00	26,837	220.62%
Insurance Recoveries	73,298.55	52,080.90		0.00%
Workers Comp-Wage Recovery	2,207.25	3,842.82		0.00%
Charges to General Fund	227,411.78	252,332.25	256,709	98.30%
Charges to Cemetery Fund	1,079.89	1,319.40	1,319	100.03%
Charges to Recreation Programs Fund	3,184.22	3,448.31	3,448	100.01%
Charges to Swimming Pool Fund	8,396.09	10,850.47	10,850	100.00%
Charges to Library	5,192.86	9,183.41	5,672	161.91%
Transfer from Sewer Fund	33,942.43	38,519.31	38,519	100.00%
Transfer from Trust & Agency Fund	180.48	195.41	195	100.21%
Total Revenues	\$413,536.20	\$418,918.99	\$345,349	121.30%
Expenses				
Insurance Premiums/Costs:				
Worker's Compensation	\$ 137,163.00	\$185,442.00	\$ 192,857	96.16%
Unemployment Compensation	175.69	1,261.79		0.00%
Property/Auto Insurance	56,351.00	59,586.00	61,647	96.66%
General Liability Insurance	60,354.00	61,501.00	51,108	120.34%
Employment Practices Insurance	13,509.05	14,203.50	19,866	71.50%
Boiler Insurance	1,367.00	1,173.00	1,513	77.53%
2014 Liability Claims Paid	1,342.00	-	2,500	0.00%
2015 Liability Claims Paid	90,791.84	1,366.88	2,500	54.68%
2016 Liability Claims Paid		129,534.17	5,000	0.00%
Total Expenses	\$361,053.58	\$454,068.34	\$336,991	134.74%
Net Gain/(Loss)	\$52,482.62	(\$35,149.35)	\$8,358	
Fund Balance, January 1	\$845,283.86	\$899,508.99	\$899,509	
Fund Balance, Year End/Budget	\$897,766.48	\$864,359.64	\$907,867	

City of Cedarburg

Debt Service Fund

Financial Report

December 31, 2016

The Debt Service Fund is used to account for the payment of principal and interest on debt obligations of the City.

The borrowing for 2016 was completed in the second quarter for the DPW garage and the Sheboygan Road lift station.

Revenues included the tax levy, debt proceeds, interest revenue and police impact fees. For the year \$705,776 was received from property taxes and \$592.95 from interest revenue. The Build America Bond reimbursement and police impact fees were also received; \$6,063.92 and \$18,125.60 respectively.

The transfer from Capital Improvements was from the Library building project residual funds to help pay down the debt.

The expenditures for the year included the 2016 debt principal and interest payments. Payments are in March, June, September, and December. Total expended in principal and interest payments at the end of the year were \$926,281.17. A paying agent fee for the 2016 borrowing was incurred in the amount of \$70,550.07.

**City of Cedarburg
Debt Service Fund
Financial Report
December 31, 2016**

	2015 Actual	2016 Actual	2016 Budget	Percent of Budget
Revenues				
Property Taxes	\$ 619,532.00	\$ 705,776.00	\$ 705,776	100.00%
Interest Revenue	79.58	592.95	50	1185.90%
Police Impact Fee	25,551.44	18,125.60		
Build America Bond Reimbursement	7,075.02	6,063.92	6,506	93.21%
Proceeds from Borrowing	749,310.88	258,244.45		
Transfer from General Fund	100,000.00			
Transfer from Capital Improvement	140,000.00	200,000.00	200,000	
Total Revenues	\$ 1,641,548.92	\$ 1,188,802.92	\$ 912,332	130.30%
Expenditures				
2007 G.O. Capital Improvement Notes	882,428.13			
2007 TIF Note	114,255.00			
2010 G.O. Capital Improvement Notes	98,686.17	98,686.17	98,687	100.00%
2012 G.O. Note	351,045.00	339,535.00	339,535	100.00%
2012 Debt Service TIF	171,745.00	220,660.00	220,660	100.00%
2015 G.O. Notes	17,057.70	267,400.00	267,400	100.00%
Paying Agent Fee	11,691.76	70,550.07		
Total Expenditures	\$ 1,646,908.76	\$ 996,831.24	\$ 926,282	107.62%
Beginning Fund Balance	\$37,955.23	\$32,595.39	\$32,595	
Ending Fund Balance	\$32,595.39	\$224,567.07	\$18,645	

City of Cedarburg
Tax Incremental District #3
Financial Report
December 31, 2016

This report reflects the activity since creation and the year for TID #3. The mixed use TID was approved on November 18, 2014. The project is scheduled to be paid off in 20 years. The project costs include the City's administrative costs, legal and audit fees, financial consultant fees and the developer incentive. The following pages include the estimated project costs and revenues along with the current and prior years' costs and revenues.

Project Revenues

No revenue was received to date.

Project Costs

The only costs to date are administrative; the State filing fee and creation and legal fees. The developer incentive will only be paid out after the City has recovered its costs from the tax increment.

At the end of the year, the District had a deficit of \$23,616.

City of Cedarburg			
Tax Incremental Financing District No. 3			
Historical Summary of Sources, Uses and Status of Funds			
	Year Ended <u>December 31, 2015</u>	Year Ended <u>December 31, 2016</u>	From Date of Creation
Project Revenues (sources):			
Tax increments	0	0	0
Total revenues	<u>0</u>	<u>0</u>	<u>0</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	0	0	0
Repayment of City Advance	0	0	0
Interest on City Advance	0	0	0
Administrative Expense	2,537	1,105	23,616
Total costs	<u>2,537</u>	<u>1,105</u>	<u>23,616</u>
Net sources (uses)	(2,537)	(1,105)	(23,616)
Beginning fund balance	<u>(19,974)</u>	<u>(22,511)</u>	<u>0</u>
Ending fund balance	<u>(\$22,511)</u>	<u>(\$23,616)</u>	<u>(\$23,616)</u>

City of Cedarburg**Tax Incremental Financing District No. 3****Historical Summary of Project Costs, Project Revenues
and Net Cost to be recovered through Tax Increments**

	<u>Year Ended December 31, 2015</u>	<u>Year Ended December 31, 2016</u>	<u>From Date of Creation</u>
Project Costs:			
Cash Grant (Development Incentive)	0	0	0
Repayment of City Advance	0	0	0
Interest on City Advance	0	0	0
Administrative Expense	2,537	1,105	23,616
Total costs	<u>2,537</u>	<u>1,105</u>	<u>23,616</u>
Project Revenues:			
Tax increments	0	0	0
Total revenues	<u>0</u>	<u>0</u>	<u>0</u>
Net costs recoverable through tax increments	\$2,537	\$1,105	\$23,616

City of Cedarburg			
Tax Incremental Financing District No. 3			
Project Budget vs. Actual			
Through December 31, 2016			
	<u>Project Budget</u>	<u>As of December 31, 2016</u>	<u>Project To Date</u>
Project Revenues (sources):			
Tax increments	<u>\$585,574</u>	<u>\$0</u>	<u>\$0</u>
Total revenues	<u>\$585,574</u>	<u>\$0</u>	<u>\$0</u>
Project Costs (uses):			
Cash Grant (Development Incentive)	\$310,234	\$0	\$0
Repayment of City Advance	25,060	0	0
Interest on City Advance	2,060	0	0
Administrative Expense	<u>63,000</u>	<u>1,105</u>	<u>23,616</u>
Total expenditures	<u>\$400,354</u>	<u>\$1,105</u>	<u>\$23,616</u>



Cedarburg Light & Water
Consolidated Balance Sheet
For the Twelve Months Ending 12/31/2016

	Balance 12/31/2016 Current Month	Balance 2016 First of Year	Difference
ASSETS AND OTHER DEBITS			
UTILITY PLANT			
Utility Plant - Utility Financed (101-107)	\$39,351,224.71	\$37,568,343.77	\$1,782,880.94
Utility Plant - Contributed (101-107)	10,431,548.44	9,085,543.01	1,346,005.43
Less: Accum. Provision for Depr. & Amort. - Utility Financed (111-116)	(13,139,785.49)	(12,472,570.68)	(667,215.81)
Less: Accum. Provision for Depr. & Amort. - Contributed (111-116)	(3,216,505.91)	(3,054,109.27)	(162,396.64)
Net Utility Plant	33,426,480.75	31,127,206.83	2,299,273.92
Total Net Utility Plant	33,426,480.75	31,127,206.83	2,299,273.92
OTHER PROPERTY AND INVESTMENTS			
Nonutility Property (121)	519,551.21	560,450.28	(40,899.07)
Less: Accum. Provision for Depr. and Amort. of Nonutility Property (122)	(457,650.73)	(496,884.75)	39,234.02
Net Nonutility Property	61,900.48	63,565.53	(1,665.05)
Special Funds (125-128)	5,432,514.45	1,916,775.66	3,515,738.79
Total Other Property and Investments	5,494,414.93	1,980,341.19	3,514,073.74
CURRENT AND ACCRUED ASSETS			
Cash and Working Funds (131)	293,336.72	175,106.81	118,229.91
Working Funds (135)	700.00	700.00	0.00
Temporary Cash Investments (136)	2,393,534.61	6,026,691.51	(3,633,156.90)
Customer Accounts Receivable (142)	1,305,063.31	1,245,454.91	59,608.40
Other Accounts Receivable (143)	75,372.13	50,829.35	24,542.78
Receivables from Municipality (145)	61,372.15	10,774.84	50,597.31
Materials and Supplies (151-163)	594,805.27	601,947.93	(7,342.66)
Prepayments (165)	4,596.50	7,389.72	(2,793.22)
Interest and Dividends Receivable (171)	5,482.14	5,430.85	51.29
Miscellaneous Current and Accrued Assets (174)	(163,327.00)	233,746.00	(397,073.00)
Total Current and Accrued Assets	4,570,735.83	8,358,071.92	(3,787,336.09)
DEFERRED DEBITS			
Other Deferred Debits (182-186)	2,755,361.99	2,050,900.10	704,461.89
Total Deferred Debits	2,755,361.99	2,050,900.10	704,461.89
Total Assets and Other Debits	\$48,246,993.50	\$43,516,520.04	\$2,730,473.46



Cedarburg Light & Water
Consolidated Balance Sheet
For the Twelve Months Ending 12/31/2016

	<u>Balance</u> <u>12/31/2016 Current Month</u>	<u>Balance</u> <u>2016 First of Year</u>	<u>Difference</u>
LIABILITIES AND OTHER CREDITS			
PROPRIETARY CAPITAL			
Capital Paid in by Municipality (200)	183,254.21	179,068.97	4,187.24
Unappropriated Earned Surplus - Non-Contributed (216.1)	31,222,952.34	31,222,952.34	0.00
Unappropriated Earned Surplus - Contributed (216.2)	7,018,276.69	7,018,276.69	0.00
Current Earnings - Non-Contributed (217.1)	1,863,539.47	0.00	1,863,539.47
Current Earnings - Contributed (217.2)	807,528.05	0.00	807,528.05
Total Proprietary Capital	41,095,550.76	38,420,296.00	2,675,254.76
CURRENT AND ACCRUED LIABILITIES			
Accounts Payable (232)	1,214,704.20	1,061,784.25	152,919.95
Payables to Municipality (233)	238,360.22	197,674.72	40,685.50
Customer Deposits (235)	55,309.41	58,751.07	(3,441.66)
Taxes Accrued (236)	414,622.85	416,832.85	(2,210.00)
Interest Accrued (237)	1,677.08	1,531.30	145.78
Tax Collections Payable (241)	27,742.73	27,349.32	393.41
Miscellaneous Current and Accrued Liabilities (242)	(221.37)	1,903.99	(2,125.36)
Total Current and Accrued Liabilities	1,952,195.12	1,765,827.50	186,367.62
DEFERRED CREDITS			
Customer Advances for Construction (252)	174,038.60	467,232.24	(293,193.64)
Other Deferred Credits (253)	3,025,209.02	2,863,164.30	162,044.72
Total Deferred Credits	3,199,247.62	3,330,396.54	(131,148.92)
Total Liabilities and Other Credits	\$46,246,993.60	\$43,516,520.04	\$2,730,473.46



Cedarburg Light & Water
Consolidated Income Statement
For the Twelve Months Ending 12/31/2016

	Current Year	Budget	Current Year to Budget \$ Variance	Current Year to Budget % Variance	Prior Year	Current Year to Prior Year Variance
UTILITY OPERATING INCOME						
Operating Revenues (400)	\$14,068,905.37	\$14,591,769.72	(\$522,864.35)	(3.58%)	\$14,062,068.12	\$6,837.25
Operating Expenses						
Operation and Maintenance Expense (401-402)	10,726,057.66	11,254,371.23	(528,313.57)	(4.69%)	10,876,933.24	(150,875.58)
Depreciation Expense (403)	1,120,358.22	1,157,946.00	(37,587.78)	(3.25%)	1,067,434.77	52,923.45
Taxes (408)	843,649.68	901,642.00	(57,992.32)	(6.43%)	821,787.01	21,862.67
Total Operating Expenses	12,690,065.56	13,313,959.23	(623,893.67)	(4.69%)	12,766,155.02	(76,089.46)
Net Operating Income (Loss)	1,378,839.81	1,277,810.49	101,029.32	7.91%	1,295,913.10	82,926.71
Utility Operating Income (Loss)	1,378,839.81	1,277,810.49	101,029.32	7.91%	1,295,913.10	82,926.71
OTHER INCOME						
Income from Merchandising, Jobbing and Contract Work (415-416)						
Income from Nonutility Operations (417)	12,228.65	1,000.00	11,228.65	1,122.87%	3,816.44	8,412.21
Interest and Dividend Income (419)	(1,845.05)	0.00	(1,845.05)	0.00%	(301.05)	(1,544.00)
Miscellaneous Nonoperating Income (421)	31,371.46	25,000.00	6,371.46	25.49%	29,794.15	1,577.31
Total Other Income	1,366,586.75	1,472,600.00	(106,013.25)	(7.20%)	183,667.65	1,182,919.10
Total Income	1,408,341.81	1,498,600.00	(90,258.19)	(6.02%)	216,977.19	1,191,364.62
	2,787,181.62	2,776,410.49	10,771.13	0.39%	1,512,890.29	1,274,291.33
MISCELLANEOUS INCOME DEDUCTIONS						
Miscellaneous Amortization (425)	(81,407.13)	(81,406.95)	(0.18)	0.00%	(81,407.13)	0.00
Other Income Deductions (426)	217,871.42	205,757.00	12,114.42	5.89%	205,756.51	12,114.91
Total Miscellaneous Income Deductions	136,464.29	124,350.05	12,114.24	9.74%	124,349.38	12,114.91
Income Before Interest Charges	2,650,717.33	2,652,060.44	(1,343.11)	(0.05%)	1,388,540.91	1,262,176.42
INTEREST CHARGES						
Other Interest Expense (431)	289.97	60.00	229.97	383.28%	59.19	230.78
Total Interest Charges	289.97	60.00	229.97	383.28%	59.19	230.78
Net Income	2,650,427.36	2,652,000.44	(1,573.08)	(0.06%)	1,388,481.72	1,261,945.64
EARNED SURPLUS						
Unappropriated Earned Surplus (Beginning of Year) (216)	38,241,229.03	0.00	38,241,229.03	0.00%	36,389,208.12	1,852,020.91



Cedarburg Light & Water
Consolidated Income Statement
For the Twelve Months Ending 12/31/2016

	Current Year	Budget	Current Year to Budget \$ Variance	Current Year to Budget % Variance	Prior Year	Current Year to Prior Year Variance
Balance Transferred from Income (433)	2,650,427.36	7,500.00	2,642,927.36	35,239.03%	1,388,481.72	1,261,945.64
Miscellaneous Credits to Surplus (434)	30,000.00	0.00	30,000.00	0.00%	471,218.00	(441,218.00)
Appropriations of Income to Municipal Funds—Debit (439)	9,359.84	7,500.00	1,859.84	24.80%	7,678.81	1,681.03
Total Unappropriated Earned Surplus End of Year (216)	\$40,912,296.55	\$0.00	\$40,912,296.55	0.00%	\$38,241,229.03	\$2,671,067.52

CEDARBURG LIGHT & WATER COMMISSION

INFORMATION SENT TO CITY OF CEDARBURG QUARTERLY

Investments Outstanding as of December 31, 2016

Type of Investment	Purchase Date	Maturity Date	Annual Yield Interest Rate	Institution	Amount	Purpose
Certificate of Deposit	9/19/2016	9/19/2017	0.76%	Port Washington State Bank	\$933,387.23	Reserve for Future Capital Projects
Certificate of Deposit	1/23/2016	1/23/2017	0.66%	Port Washington State Bank	\$310,300.22	Reserve for Future Capital Projects
Certificate of Deposit	3/27/2016	3/27/2017	0.66%	Port Washington State Bank	\$311,061.71	Reserve for Future Capital Projects
State Investment Pool:						
Account # 1 - System Revenue			0.45%	LGIP	\$3,663,964.57	For Operating Expense & Future Capital Projects
Account # 3 - Special Redemption Fund			0.45%	LGIP	\$0.00	For Principal & Interest Payments Final Bond payment was made October 2005
Account # 4 - Depreciation Fund				LGIP	\$0.00	Was required by 1994 Bond Issue; new Bond Issue not required. Dollars were transferred to Account #1.
Account # 6 - Liability Insurance Reserve			0.45%	LGIP	\$73,497.52	Reserve for Future Liability Claims
Account # 8 - Impact Fee Reserve			0.45%	LGIP	\$145,785.34	Reserve for Impact Fee Revenues
				Total LGIP	<u>\$3,863,247.43</u>	
TOTAL LIGHT & WATER INVESTMENTS					<u>\$5,437,996.59</u>	
Bank Balances as of December 31, 2016						
			Daily Interest Rate	Institution	Amount	
Checking				Port Washington State Bank	\$293,336.72	with Checks Outstanding & Stubs "in transit"
Money Market Account			0.20%	Port Washington State Bank	\$2,393,534.61	\$94,197.23 is reserved for Impact Fee Revenues