

**CITY OF CEDARBURG  
MEETING OF COMMON COUNCIL  
FEBRUARY 12, 2018 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, February 12, 2018 at **7:00 p.m.** at City Hall, W63 N645 Washington Avenue, Cedarburg, WI, in the second floor 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, Patricia Thome, Mike O’Keefe
5. STATEMENT OF PUBLIC NOTICE
6. APPROVAL OF MINUTES\* - January 29, 2018
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. 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 purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, more specifically, to consider a Tax Incremental Financing (TIF) Development Agreement with HSI Properties regarding the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road. Approval of January 29, 2018 closed session minutes.
9. RECONVENE TO OPEN SESSION
10. NEW BUSINESS
  - \* A. Consider Planned Unit Development Agreement (Plan Comm. 02/05/18) and Tax Incremental Financing (TIF) Development Agreement with HSI Properties regarding the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road; and action thereon
  - \* B. Consideration of Resolution No. 2018-04 Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 5, City of Cedarburg, Wisconsin; and action thereon

- \* C. Consider Planned Unit Development (PUD) overlay extension for the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road; and action thereon
- \* D. Consider Certified Survey Map (CSM) for the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road; and action thereon (Plan Comm. 02/05/18)
- \* E. Consider Ordinance No. 2018-02 increasing the allocated funds in the Recreation Program Special Revenue Fund to the Pool Fund; and action thereon
- \* F. Consider payment of bills for the period 01/23/18 through 02/05/18, transfers for the period 01/23/18 through 02/06/18, and payroll for the period 01/14/18 through 01/27/18; and action thereon
- \*\*\* G. Consider License Applications; and action thereon
  - 1. Consider approval of new Operators License application for the period ending June 30, 2018 for Benjamin J. Dereszynski; and action thereon
  - 2. Authorize issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc., for Strawberry Festival to be held on Saturday, June 23, 2018 from 10:00 a.m. to 8:30 p.m. and on Sunday, June 24, 2018 from 10:00 a.m. to 5:00 p.m.
  - 3. Authorize issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc., for Wine and Harvest Festival to be held on Saturday, September 15, 2018 from 10:00 a.m. to 8:30 p.m. and on Sunday, September 16, 2018 from 10:00 a.m. to 5:00 p.m.
  - 4. Authorize issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc., for Oktoberfest to be held on Saturday, October 13, 2018 from 11:00 a.m. to 8:00 p.m. and Sunday, October 14, 2018 from 10:00 a.m. to 5:00 p.m.

## 11. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- \* A. Administrator's Report
- \* B. Building Inspector's Report – January 2018

## 12. COMMUNICATIONS

- \*\* A. Comments and suggestions from citizens
- B. Comments and announcements by Council Members
- C. Mayor's Report
  - 1. Proclamation – Cedarburg Lions Club

## 13. 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](mailto:cityhall@ci.cedarburg.wi.us)

02/08/18 ckm

**CITY OF CEDARBURG  
COMMON COUNCIL  
JANUARY 29, 2018**

**CC20180129-1  
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, January 29, 2018, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers. Mayor Kinzel called the meeting to order at 7:00 p.m.

ROLL CALL: Present - Common Council: Mayor Kip Kinzel, Council Members John Czarnecki, Jack Arnett, Dick Dieffenbach, Rick Verhaalen, Patricia Thome, Mike O'Keefe

Vacant - Aldermanic District 5

Also Present - City Administrator/Treasurer Christy Mertes, Director of Public Works and Engineering Tom Wiza, Police Chief Tom Frank, City Clerk Constance McHugh, City Attorney Michael Herbrand, 1<sup>st</sup> District Aldermanic Candidate Sara Dunstone, 3<sup>rd</sup> Aldermanic District Candidate Kristin Burkart; interested citizens and news media

**STATEMENT OF PUBLIC NOTICE**

At Mayor Kinzel's request, City Clerk McHugh 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 Dieffenbach, to approve the minutes of the January 8, 2018 meeting. Motion carried unanimously with Aldermanic District 5 vacant.

**CONSIDER ADOPTION OF RESOLUTION NO. 2018-03 AUTHORIZING AN APPLICATION FOR A STATE TRUST FUND LOAN**

City Administrator/Treasurer Mertes said the anticipated 2018 borrowing includes funds for the construction of the monopole, street projects, and TID No. 4. Borrowing for the monopole needs to be done separately because it is taxable. The Board of Commissioners of Public Lands requires a resolution adopted by the Council as part of the application process for a State Trust Fund loan. The loan is \$300,000.

Motion made by Council Member Czarnecki, seconded by Council Member Verhaalen, to adopt Resolution No. 2018-03 authorizing an application for a State Trust Fund Loan. Motion carried unanimously with Aldermanic District 5 vacant.

**CONSIDER ORDINANCE NO. 2018-01 AMENDING SEC. 10-1-17(d) OF THE MUNICIPAL CODE PROHIBITING U-TURNS ON LINCOLN BOULEVARD AT MADISON AVENUE**

Director Wiza said the Police Department has requested prohibiting U-turns for east and west bound Lincoln Boulevard at Madison Avenue. Officers have witnessed numerous vehicles making U-turns on Lincoln Blvd. when dropping children off at Westlawn School. Given the amount of vehicular and pedestrian traffic in this area, and the narrow median width at the intersection, a U-turn at this location is awkward, unexpected, and potentially dangerous. The Public Works and Sewerage Commission recommended U-turns be prohibited on Lincoln Boulevard at the Madison Avenue intersection. The principal of Westlawn School was notified this item was on the agenda of this meeting.

Council Member Arnett said he spoke to the principal at Westlawn, who is in agreement with the proposed ordinance.

Chief Frank said the Police Department did a study of this intersection in November of 2017 to determine the need for a crossing guard. At that time an officer noticed parents making numerous U-turns. The officer felt it would help with safety to prohibit U-turns at this location.

Motion made by Council Member Czarnecki, seconded by Council Member Thome, to adopt Ordinance No. 2018-01 amending Sec. 10-1-17(d) of the Municipal Code prohibiting U-turns on Lincoln Boulevard at Madison Avenue.

Sharon Trompeter, N29 W6429 Lincoln Blvd., said she understands that children need to be safe, but suggested there be time restrictions on when U-turns can and cannot be made. She suggested U-turns not be allowed between 8:00 a.m. – 9:00 a.m. and 3:00 p.m. – 4:00 p.m.

Chief Frank said that in the past when temporary signs have been erected officers see noncompliance because people get confused.

Kristin Burkart, W67 N547 Evergreen Blvd., said she understands the safety aspect, but U-turns allow drivers to use both sides of the street.

Director Wiza said other options include making U-turns at Hillcrest Avenue and Lincoln Boulevard or cutting through at the next median.

With Council Members Czarnecki, Arnett, Verhaalen, Thome, and O’Keefe voting aye, Council Member Dieffenbach voting nay, and Aldermanic District 5 vacant, the motion adopting Ordinance No. 2018-01 carried.

**PAYMENT OF BILLS**

Motion made by Council Member Czarnecki, seconded by Council Member Arnett, to approve the payment of the bills for the period 01/05/18 through 01/19/18, transfers for the period 01/06/18 through 01/22/18, and payroll for the period 12/31/17 through 01/13/18. Motion carried unanimously with Aldermanic District 5 vacant.

**LICENSE APPLICATIONS**

Motion made by Council Member Czarnecki, seconded by Council Member O'Keefe, to authorize the issuance of new Operators licenses for the period ending June 30, 2018 to Matthew W. Gifford, Thomas W. Krueger, Dale G. Mueller, Erica L. Raffaele, and Alexandra F. Smith. Motion carried unanimously with Aldermanic District 5 vacant.

Motion made by Council Member O'Keefe, seconded by Council Member Thome, to authorize issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc., for Winter Festival to be held on Saturday, February 17, 2018 from 8:30 a.m. to 10:00 p.m. and on Sunday, February 18, 2018 from 8:30 a.m. to 4:00 p.m. Motion carried unanimously with Aldermanic District 5 vacant.

**ADMINISTRATOR'S REPORT**

City Administrator/Treasurer Mertes said that subject to confirmation by the Police and Fire Commission, Officer Brian Emmrich will be promoted to Sergeant.

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Member Dieffenbach asked for an update on the clearance from the DNR for the property on St. John Avenue. City Administrator/Treasure Mertes said this property is owned by Mercury Marine.

Council Member O'Keefe reminded everyone of Winter Festival to be held on February 17 and 18.

**CLOSED SESSION**

Motion made by Council Member Thome, seconded by Council Member O'Keefe, to adjourn to closed session at 7:16 p.m. pursuant to State Statutes 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, more specifically, to consider compensation for Dispatcher Keith Liebherr. Motion carried on a roll call vote with Council Members Czarnecki, Arnett, Dieffenbach, Verhaalen, Thome and O'Keefe voting aye and Aldermanic District 5 vacant. Approval of January 8, 2018 closed session minutes.

**RECONVENE TO OPEN SESSION**

Motion made by Council Member Dieffenbach, seconded by Council Member Thome, to reconvene to open session at 7:21 p.m. Motion carried on a roll call vote with Council Members Czarnecki, Arnett, Dieffenbach, Verhaalen, Thome and O'Keefe voting aye and Aldermanic District 5 vacant.

**CONSIDER BONUS FOR DISPATCHER LIEBHERR**

Motion made by Council Member Thome, seconded by Council Member Arnett, to award a one-time bonus of \$500 to Dispatcher Keith Liebherr. Motion carried unanimously with Aldermanic District 5 vacant.

**ADJOURNMENT**

Motion made by Council Member Thome, seconded by Council Member O’Keefe, to adjourn the meeting at 7:22 p.m. Motion carried unanimously with Aldermanic District 5 vacant.

Constance K. McHugh, MMC/WCPC  
City Clerk

**CITY OF CEDARBURG**

**MEETING DATE:** February 12, 2018

**ITEM NO:** 10. A.

**TITLE:** Consider Planned Unit Development Agreement (Plan Comm. 02/05/18) and Tax Incremental Financing (TIF) Development Agreement with HSI Properties regarding the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road; and action thereon

**ISSUE SUMMARY:** According to Sec.13-1-69(n) of the Zoning Code “**The City’s review and approval process shall be conditioned on the execution by the Common Council and the applicant of the development agreement approved by the Common Council with its approval embodying all the terms and conditions of the specific plan and any additional terms of implementation. The development agreement shall be submitted to the Plan Commission for its recommendation prior to approval by the Common Council**”. Basically, the Planned Unit 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, impact fees and any other agreed-upon terms.

The remaining terms are included in the TIF Development agreement to be discussed in closed session and possibly acted upon in open session.

**STAFF RECOMMENDATION:** Approve as presented.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** At their February 5, 2018 meeting, the Plan Commission reviewed this agreement and recommended approval by unanimous vote.

**BUDGETARY IMPACT:** N/A

**ATTACHMENTS:**

- Unapproved minutes from the February 5, 2018 Plan Commission meeting.
- Copy of the recommended Development Agreement.

**INITIATED/REQUESTED BY:** Tony DeRosa, HSI Properties.

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



***Certified Survey Map:***

The Certified Survey Map (CSM) is required as the basis for the site plan and to combine the various lots within this project. It also serves to separate the St. Francis Borgia Church property from that which is being purchased by HSI for the Arrabelle project. While the Church site is separate from the apartment development, staff notes that with the CSM we have an opportunity to secure right-of-way as needed to align with existing public sidewalks. More specifically, the north triangle of the Church property, bordered by Washington Avenue on the west and Hamilton Road on the northeast where the public side walk wraps around the corner, is actually on the Church's private property. In fact this private property extends into the traveled roadway. Accordingly, staff recommends dedication of an area sufficient to show the sidewalk inside the public right-of-way. Staff notes that right-of-way dedications are required under **Sec. 14-1-42(e) Technical Requirements for Certified Survey Map. Dedication of streets and other public area shall be required, in addition to the owner's certificate and the mortgagee's certificate in substantially the same form as required by Section 236.21(2)(a) of Wisconsin State Statutes.** He added that staff is requesting that St. Francis Borgia Church relocate their monument sign with any landscaping that restricts the view of northbound Washington Avenue traffic from the vision triangle.

The Plan Commission is to make a recommendation to the Common Council regarding the CSM for the February 12, 2018 meeting.

Mr. DeRosa reported that he has passed on the request for the land dedication and removal of obstructions from the vision triangle at Washington Avenue and Hamilton Road to his contact at the St. Francis Borgia Church, but has not received a response.

Commissioners concurred that a formal letter to St. Francis Borgia Church be sent requesting the road dedication and clearing of the vision triangle as part of the CSM.

**Action:**

Mayor Kinzel moved to recommend the Certified Survey Map to the Common Council contingent upon the following:

1. Dedication of an area to show the public sidewalk at least one foot inside the right-of-way.
2. The Church monument sign and adjacent shrubs are relocated out of the vision triangle.

The motion was seconded by Council Member Czarnecki and carried without a negative vote, with Commissioner Poellot excused.

***Development Agreement:***

Planner Censky advised that the Development Agreement is the contract between the City and the developer that establishes responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms. The Development Agreement was drafted City Attorney Mike Herbrand and City Engineer Tom Wiza. Following Plan Commission recommendation, it will be presented to the Common Council for approval at their February 12, 2018 meeting.

City Attorney Mike Herbrand noted that the Development Agreement is a standard agreement that addresses public improvements such as storm water improvements, sidewalk, City trees, hydrant location, dedication of road right-of-way and the vision triangle. Private property improvements are addressed such as relocation of the monument sign and the cross-parking easement with St. Francis Borgia Church. Impact fees and a credit for the existing school and parsonage are also addressed in the Agreement.

**Action:**

Vice Chairperson Burgoyne moved to recommend approval of the Development Agreement to the Common Council. The motion was seconded by Council Member Czarnecki and carried without a negative vote, with Commissioner Poellot excused.

**PLANNED UNIT DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF CEDARBURG AND HSI ARRABELLE, LLC**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedarburg, Wisconsin, a Wisconsin Municipal Corporation (hereinafter the "City") and HSI Arrabelle, LLC, a Wisconsin Limited Liability Company (hereinafter the "Developer").

**RECITALS**

**WHEREAS**, Developer is the owner of certain real property in the City of Cedarburg, Wisconsin, comprising Certified Survey Map Number \_\_\_\_ ("CSM"), recorded with the Ozaukee County Register of Deeds office on the \_\_\_\_ day of \_\_\_\_\_, 2018, as document number \_\_\_\_\_, and more commonly identified as N44 W6035 – N43 W6005 Hamilton Road and the Parking Lot Property across the street and on the north side of Hamilton Road, along with a 17,100 square foot portion of the Vacant Parcel located between the Parking Lot property and Spring Street, said CSM being attached hereto, marked **Exhibit A**, and incorporated herein by reference (hereinafter the "Property"); and

**WHEREAS**, Developer intends to demolish and remove all of the existing improvements currently located on the Property and develop 69 apartment units, to be known as Arrabelle, and one single family residence (the apartments and single family residence shall be collectively referred to herein as the "Development"); and

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

- (a) Timetables for performance/completion of improvements;
- (b) Performance requirements and standards and assurances for all improvements and/or modifications pertaining to the PUD;
- (c) Inspection requirements;
- (d) Prohibition on any division/combination of real estate lots included within the PUD District except as otherwise provided;
- (e) Provisions for lapsing of specific plan approval and automatic reversion of the zoning status of the Property to non-PUD District status upon specific changes of circumstances or failure of the project to materialize as agreed to in the Development Agreement;

- (f) Agreements, bylaws, provisions and/or covenants or additional deed restrictions to be recorded against the lot(s) within the PUD District that will perpetually govern the organizational structure, use, maintenance and continued preservation and protection of the project and any of its common services, common open areas and/or other facilities;
- (g) Exhibits, drawings or other attachments that depict improvements, including but not limited to structures, fixtures and landscaping and their relative locations in the development area as well as design and engineering details as necessary to document to a reasonable degree of specificity the type, character and nature of improvements to be made within the development area.

**WHEREAS**, the Developer, in connection with the Development and the Property, has participated in the municipal approval process required by the City for this Development, and has obtained approval of a Planned Unit Development allowing for the construction and use of the Development; and

**WHEREAS**, the City and Developer enter into this Development Agreement for the purpose of setting forth certain rights, duties, and obligations of the parties with respect to the Property and Development.

**NOW, THEREFORE**, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **SECTION I PROJECT OVERVIEW**

Developer has committed to the construction of apartment buildings on the Property containing 69 residential apartments, with approximately 104 underground residential parking spaces for use by the residential apartment tenants, and approximately 57 above-ground parking spaces for residential use by the apartment tenants and use by the adjoining St. Francis Borgia Church, in the City of Cedarburg (the "Project"). The Property shall also have a vacant parcel for construction of a single family home.

### **SECTION II DEVELOPER WARRANTIES**

A. Developer covenants and warrants to the City that the Project contemplated by this Agreement will contain multifamily residential apartments for lease to the public, private parking, shared parking for use by the adjoining St. Francis Borgia Church, one single family home, and other reasonable uses related thereto. Notwithstanding anything to the contrary set forth in this Agreement, the City agrees that this Agreement does not prohibit or restrict Developer from changing uses or reducing or providing additional amenities to the Project, subject to any applicable zoning restriction, and with respect to physical improvements, any municipal approval process.

B. Timetable for Performance/Completion. Developer shall commence construction on the Project no later than July 31, 2018, and shall be substantially completed no later than December 31, 2019. "Commence construction", as that term is used in this Agreement, shall mean the point in the construction process at or after which (1) the City has issued a building permit for all multi-family apartment units within the Project and (2) the Developer has paid the impact fees for the entire Project. "Substantially complete", as used in this Agreement, means all of the multifamily apartments proposed in the Project are completed and eligible for the issuance of an occupancy permit by the City. Pursuant to Section 13-1-69(o)(2)(4) of the City Code of Municipal Ordinances, if a building permit is not issued within one (1) year of receiving the PUD zoning, the PUD district zoning for the Property shall be automatically discontinued and replaced with the zoning designation that existed prior to the PUD rezoning;

### **SECTION III PUBLIC IMPROVEMENTS**

A. Developer shall design and construct the following public improvements ("Improvements") or take such other actions as described below, all pursuant to and compliant with the Plans and Specifications approved by the City, marked **Exhibit \_\_\_\_**, and attached hereto by reference ("Performance Requirements and Standards"). Developer or its general contractor ("Contractor") shall be required to repair, at their own expense, only any faulty material used or workmanship performed during the initial construction of the Improvements and any damage therefrom related to the Improvements that may develop within a period of one year after the date Developer dedicates the Improvements to the public. Developer or Contractor shall make such repairs to the reasonable satisfaction of the Director of Engineering and Public Works.

1. Storm Sewer and Storm Water Facilities. Developer shall be responsible for abandoning the current storm sewer located on the Property and installation of the new storm sewer and storm water quality facilities serving the Development. Upon completion of the installation of these public improvements, Developer shall be required to enter into recordable perpetual maintenance easement agreements for the storm sewer and storm water facilities described herein;

2. Sidewalks. Developer shall be responsible for repairing or replacing all City sidewalks damaged or removed as a result of construction of the Project;

3. City Trees. Developer shall be responsible for replacement or planting of all required trees in the Parkway area of the Project, as required by City of Cedarburg Code of Municipal Ordinances, and subject to the final approval of the City Forester;

4. Hydrant Relocation. Developer shall be responsible for the cost of any hydrants that need to be installed, or relocated on the Property, as a result of the Project, and as required by City of Cedarburg Code of Municipal Ordinances, and subject to the final approval of the City Fire Chief or his designee;

5. Abandonment of Existing Infrastructure. Developer shall be responsible for abandonment of existing sanitary sewer and water laterals that are not utilized for the Development. These services shall be abandoned at the main. All said abandonment must be supervised and approved by the Director of Engineering and Public Works;

6. Dedication of road right-of-way/Vision Triangle Easement. Prior to the Substantial Completion Date, as defined in Section II(C) herein, the owner of the property on which the St. Francis Borgia church is located shall dedicate to the City and declare an easement for the benefit of the City over an area comprising an approximately forty foot (40') by forty foot (40') triangular parcel of property at the intersection of Washington Avenue and Hamilton Road, for road right-of-way purposes and a vision triangle, in a form and manner deemed acceptable to the Director of Engineering and Public Works and City Attorney. The City shall not be responsible for any cost of surveying said parcel to be dedicated herein;

B. A Performance Bond or other surety for the Improvements Developer is obligated to perform, in a format approved by the City Attorney, is required. An Engineer's Opinion of Probable Cost for the Improvements Developer is obligated to perform must be provided by Developer or approved representative to the City's Engineering Department. The Engineering Department will confirm the surety amount and add 15% to the estimate for as-built review to establish a total surety amount. The City must be in receipt of the surety prior to the start of work within the right of way. If desired, the surety can be partially released as evidence of work completed is provided and as approved by the City Engineer at a maximum frequency of quarterly. As-built drawings shall be submitted for private utility laterals installed in the public right of way. Surety will not be released in full until final acceptance and receipt of two hard copies and one electronic copy of the AutoCAD files of the as-built plans as approved by the City Engineer;

C. In connection with the Project, the City shall design and construct the following improvements: None

#### **SECTION IV PRIVATE PROPERTY IMPROVEMENTS**

A. Relocation of Monument Sign Serving St. Francis Borgia Church. Developer shall, by no later than the Substantial Completion Date, as defined in Section II(C) herein, relocate the existing Monument Sign serving St. Francis Borgia Church to a location outside of the vision triangle for the intersection of Hamilton Street and Washington Avenue. Such relocation shall be subject to final approval by the City Director of Engineering and Public Works.

B. Execution of Cross-Parking Easement with St. Francis Borgia Church. On or prior to the Substantial Completion Date, as defined in Section II(C) herein, Developer shall provide the City with a fully-executed cross-parking easement, in a form deemed acceptable to the City Attorney, between the Developer and St. Francis Borgia Church to allow the Church and Project to remain compliant with City parking requirements, as set forth in the City Code of Municipal Ordinances.



## **SECTION V IMPACT FEES AND DEVELOPER PAYMENTS**

A. **Impact and Connection Fees.** Prior to issuance of any building permit and payable at the time of building permit application, the Developer shall pay the impact, connection and other fees identified on Exhibit \_\_\_\_, attached hereto and incorporated herein related to the Development.

The fees Exhibit attached hereto are based on the City's rates for 2018. All of the impact and connection fees shown in the attached Exhibit are subject to an annual adjustment pursuant to §3-6-9 of the Code of Ordinances.

B. **Developer Payments.** In addition to the fees identified above, Developer shall pay the following fees:

(1) **Other Improvement Costs.** Developer is responsible to pay for all reasonable engineering, administrative, and legal fees associated with the new development, during the installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith.

(2) **Account Statements.** Developer shall review and approve all engineering, inspection, and attorney draw requests received by the City and pertaining to the Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.

(3) **Recording Fees.** Developer shall pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Certified Survey Map, the pond maintenance agreement, and any separate dedication instruments and grants of easements as are directly attributable to the development.

## **SECTION VI CITY RESPONSIBILITIES**

A. The City of Cedarburg will timely review and approve plans for the construction of the Improvements and the Project and conduct inspections of the Project, as required by the City of Cedarburg Code of Municipal Ordinances.

B. With the exception of storm water and sanitary sewer laterals, the City of Cedarburg will own the Improvements constructed in the public right of way and easements and shall be responsible for all future improvements (capital or otherwise), maintenance, repair, and replacement associated with the Improvements, subject to all assessment rights granted under Wisconsin law. Storm and sanitary service laterals shall be private and maintained by the Developer, and subsequent owners of the Property.

## **SECTION VII REPRESENTATIONS, WARRANTIES**

A. Developer hereby represents and warrants to the City that:

1. Developer is a limited liability company duly formed and validly existing and is qualified to do business in and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

2. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary limited liability company action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally; and

3. The execution, delivery and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's articles of organization or operating agreement or any indenture, instrument or agreement by which Developer is bound, nor, to Developer's knowledge, does it violate or conflict with any law applicable to Developer or the Project.

B. The City hereby warrants and represent to the Developer that:

1. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the city or its officials are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby, except the actions of the City Attorney and Staff, as described herein;

2. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms.

## **SECTION VIII MAINTENANCE OF PROPERTY**

The Project shall be maintained in accordance with the City's Code of Municipal Ordinances. Trash and refuse shall be deposited in sealed containers dedicated to trash collection and shall be collected at a commercially reasonable frequency. Developer shall eliminate, or cause to be eliminated, significant, prominent damage to the Project and any health hazards or nuisances within thirty (30) days (or such other period of time as reasonably



necessary or determined to be appropriate by the City's Building Inspector or health Officer) from delivery of written notice by the City to the Developer explaining such hazard or nuisances. In the event that the City determines that the Project is not in compliance with the terms of this Section, following written notice from the City to the Developer and an adequate opportunity to cure as described in the notice, the City may take correction action and assess the costs of such action as a special charge against the Project. This remedy shall not be exclusive and nothing herein shall be deemed in any way to limit enforcement action otherwise available to the City under the Cedarburg Municipal Code or other applicable law.

### **SECTION IX NOTICES**

All communications or notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to the person or entity entitled to such notice, if hand delivered or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, (iii) upon transmission if by facsimiles with confirmation of accepted transmission), or (iv) by electronic mail or such other means of electronic communication as is agreed and acceptable to both parties, and each such communication or notice shall be addressed to the following individuals or their successors, unless and until any of such parties notifies the other in accordance with this paragraph of a change in contact name or address:

**CITY:**

C/o City Administrator  
P.O. 49  
W63 N645 Washington Avenue  
Cedarburg, Wisconsin 53012-0049

**DEVELOPER:**

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### **SECTION X WAIVER**

No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by written amendments to this agreement.

### **SECTION XI INDEMNIFICATION**

A. Indemnification Agreement. 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, that may in any manner result from this Agreement or 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) business 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.

C. 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 Section, if notice has been given to Developer as set forth 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.

## **SECTION XII MISCELLANEOUS**

A. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, including any successor owners of the real property comprising the Development, or any portion thereof.

B. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

C. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

D. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth

in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

E. This Agreement is intended solely for the benefit of Developer and the City and no third party (other than successors and assigns) shall have any rights or interest in any provisions of this Agreement, or as a result of any action or inaction of the City. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Development.

F. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

G. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile or "PDF" signatures shall be deemed original signatures for all purposes of this agreement.

H. Any provision of this Agreement that is prohibited or unenforceable shall, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

I. Time is of the essence of each and every obligation or agreement contained in this Agreement.

J. If any party is delayed or prevented from timely performing any act required under this Agreement, by reason of fire, earthquake, war, terrorist act, flood, riot, strikes, labor disputes or shortages, governmental restrictions, judicial order, public emergency, acts of God, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

K. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

L. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

M. This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall

be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

N. Upon full execution and Developer's acquisition of the Property, a memorandum of this Agreement shall be recorded against the Property with the Ozaukee County Register of Deed's Office by the City.

O. Nothing contained in this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained in Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, neither the City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

P. Dedication. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council, 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 public improvements for the Development, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all structures, mains, conduits, pipes, lines, equipment, and appurtenances pertaining to such public 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 public improvements or public facilities to the public improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.

### **SECTION XIII TRANSFER OF PROPERTY AND ASSIGNMENT**

Prior to the Project being Substantially Complete, as defined in this Agreement, Developer shall not, without the City's prior written consent, which shall not be unreasonable withheld, conditioned, or delayed, sell, convey, or otherwise transfer the Property, except that Developer may at any time, with or without the City's consent: (i) enter into leases for all or portions of the multi-family apartments located within the Project; (ii) sell or otherwise transfer the single family parcel of real estate that is a part of the Development; and (iii) grant a security interest or interests in the Property (for example, a mortgage interest).

### **SECTION XIV FEDERAL, STATE & LOCAL LAWS**

Developer shall construct and operate the Project in compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

### **SECTION XV PROHIBITION ON DIVISION OF REAL ESTATE**



Grafton, WI 53024

February 12, 2018

# Project Plan for Creation of Tax Incremental District No. 5 (St. Francis Borgia Site)



Organizational Joint Review Board Meeting Held:	January 25, 2018
Public Hearing Held:	January 25, 2018
Approval by CDA:	January 25, 2018
Adoption by Common Council:	Scheduled for February 12, 2018
Approval by the Joint Review Board:	Scheduled for February 27, 2018



# Tax Incremental District No. 5 Creation Project Plan

## City of Cedarburg Officials

### Common Council

Kip Kinzel	Mayor
Dick Dieffenbach	Council Member
Jack Arnett	Council Member
John Czarnecki	Council Member
Mike O’Keefe	Council Member
Mitch Regenfuss	Council Member
Patricia Thome	Council Member
Rick Verhaalen	Council Member

### City Staff

Christy Mertes	City Administrator
Constance McHugh	City Clerk
Jon Censky	City Planner
Mary Sheffield	Economic Development Coordinator
Michael Herbrand	City Attorney

### Community Development Authority

Mayor Kip Kinzel	Andy Dettro
Jack Arnett	Eric Arvold
Eric Stelter	Joe Kassander
Dale Lythjohan	

### Joint Review Board

Kip Kinzel	City Representative
Kathy Geracie	Ozaukee County
Wilma Bonaparte	Milwaukee Area Technical College District
Todd Bugnacki	Cedarburg School District
Allan Lorge	Public Member



# Table of Contents

EXECUTIVE SUMMARY .....	4
TYPE AND GENERAL DESCRIPTION OF DISTRICT .....	6
PRELIMINARY MAP OF PROPOSED DISTRICT BOUNDARY .....	7
MAP SHOWING EXISTING USES AND CONDITIONS .....	8
PRELIMINARY PARCEL LIST AND ANALYSIS .....	9
EQUALIZED VALUE TEST .....	10
STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS .....	11
MAP SHOWING PROPOSED IMPROVEMENTS AND USES .....	12
DETAILED LIST OF PROJECT COSTS .....	13
ECONOMIC FEASIBILITY STUDY, FINANCING METHODS, AND THE TIME WHEN COSTS OR MONETARY OBLIGATIONS RELATED ARE TO BE INCURRED .....	14
ANNEXED PROPERTY .....	18
ESTIMATE OF PROPERTY TO BE DEVOTED TO RETAIL BUSINESS .....	18
PROPOSED ZONING ORDINANCE CHANGES .....	18
PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF CEDARBURG ORDINANCES .....	18
RELOCATION .....	18
ORDERLY DEVELOPMENT OF THE CITY OF CEDARBURG .....	19
LIST OF ESTIMATED NON-PROJECT COSTS .....	19
OPINION OF ATTORNEY FOR THE CITY OF CEDARBURG ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES 66.1105 .....	20
CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS .....	21

## SECTION 1: Executive Summary

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### Description of District

Tax Incremental District (“TID”) No. 5 (“District”) is a proposed 4.25 acres blighted area district to be created to facilitate redevelopment on five parcels owned by the St. Francis Borgia congregation consisting of a vacated elementary school building site and church rectory, a surface parking lot and a vacant parcel. These parcels are located near the south end of Cedarburg’s Historic Downtown District located on both sides of Hamilton Road directly southeast of the Washington Avenue and Hamilton Road intersection. The redevelopment project consists of razing the St. Francis Borgia elementary school and church rectory followed by the necessary site preparation for the construction of two buildings supporting 60 high end apartment units, a building with 9 townhome style units and a single-family home site (“Project”) by HSI Properties (“Developer”).

### Estimated Total Project Cost Expenditures

The City anticipates making total expenditures (“Project Costs”) of approximately \$1.98 million to undertake the projects listed in this Project Plan (“Plan”). The Project Costs include \$1.925 million in project incentive and assistance payments, and \$56,500 for administrative expense over the life of the District. Other than administrative expenses incurred prior to the receipt of tax increments beginning in 2020, the City expects to pay all Project Costs on a “pay as you go” basis.

### Incremental Valuation

The City projects that incremental land and improvements value of approximately \$8.4 million will be created not later than January 1, 2020 as a result of construction of the multi-family units and a single-family home. This additional value will be created a result of the improvements made and Project Costs incurred within the District.

### Expected Termination of District

Based on the Economic Feasibility Study included in this Plan, the City would expect to recover all Project Costs by the year 2032, or fifteen years prior to the end of the District’s maximum allowable term of twenty-seven years.

### Summary of Findings

As required by Wis. Stats. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the Developer’s representation that the project is not economically viable without public participation based on extraordinary costs associated with demolition of structures and redevelopment of existing sites.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the Project's economic benefits which include an estimated \$8.4 million increase in property valuation, creation of seventy housing units, construction jobs, property maintenance jobs, and the economic impact of an increase in the number of consumers living in the City's downtown business district.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in Appendix A of this plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth above outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wis. Stats. § 66.1105(2)(ae)1.
5. Based upon the findings, as stated above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
6. The project costs relate directly to promoting the elimination of blight consistent with the purpose for which the District is created.
7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stats. § 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

## SECTION 2: Type and General Description of District

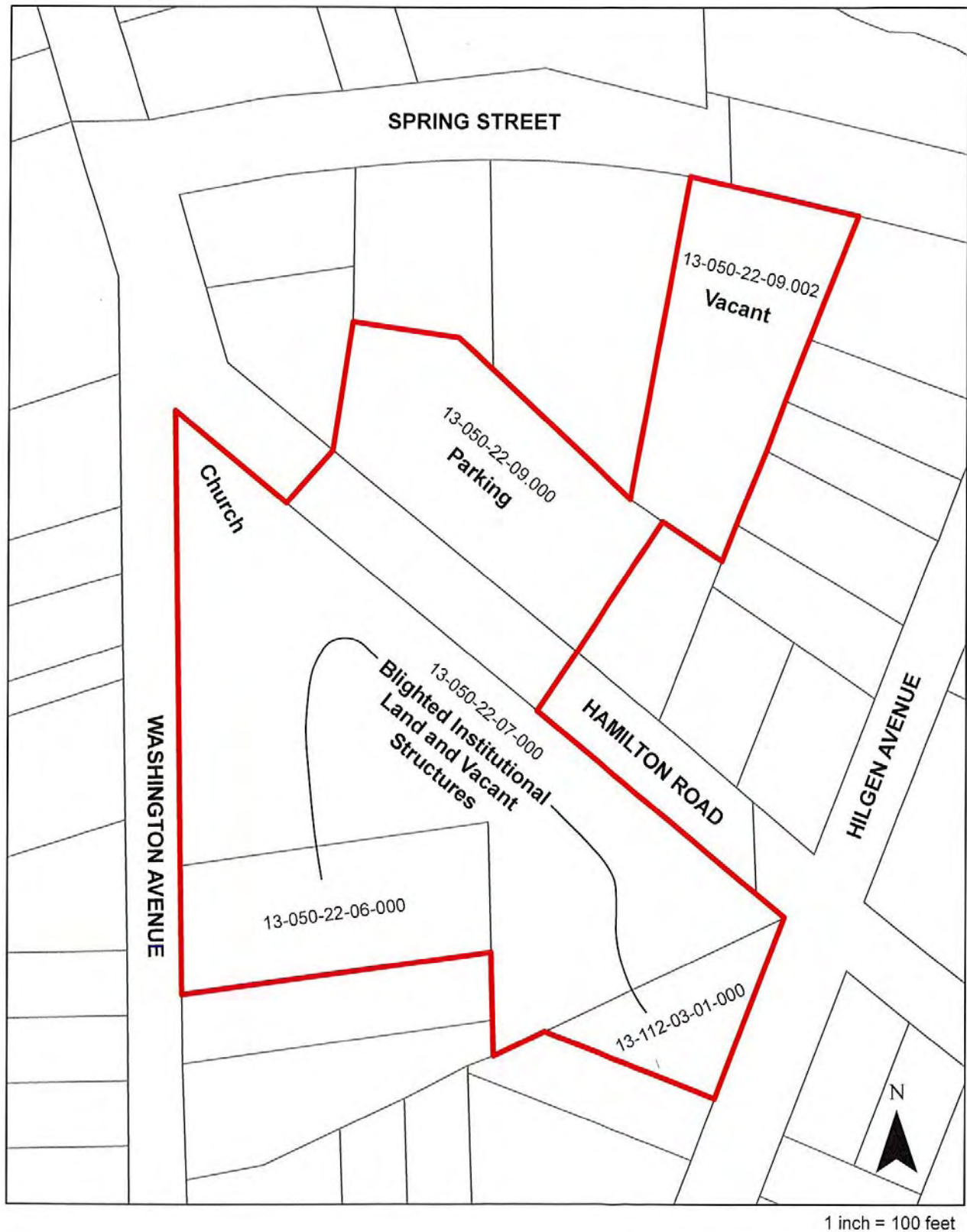
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Located near the south end of Cedarburg's Historic Downtown District located on both sides of Hamilton Road directly southeast of the Washington Avenue and Hamilton Road intersection, this 4.25-acre District is being created by the City under the authority provided by Wis. Stat. § 66.1105 and will be classified as a blighted area district based on a finding that at least 50%, by area, of the real property within the District is a blighted area as defined in Wis. Stats. § 66.1105(2)(ae)1. Creation of the District will facilitate redevelopment of five parcels owned by the St. Francis Borgia congregation consisting of a vacated elementary school building site and church rectory, a surface parking lot and a vacant parcel. The redevelopment project consists of razing the St. Francis Borgia elementary school and church rectory followed by the necessary site preparation for the construction of two buildings supporting 60 high end apartment units, a building with 9 townhome style units and a single-family home site by HSI Properties. The Project Costs included in this Plan relate directly to the elimination of blight and are consistent with the purpose for which the District is created.

### SECTION 3: Preliminary Map of Proposed District Boundary



## SECTION 4: Map Showing Existing Uses and Conditions



## SECTION 5: Preliminary Parcel List and Analysis

City of Cedarburg											
Tax Increment District #5											
Base Property Information											
Property Information <sup>1</sup>				Assessment Information <sup>1</sup>			Equalized Value				District Classification
Parcel Number	Street Address	Owner	Acreage	Land	Imp	Total	Equalized Value Ratio <sup>2</sup>	Land	Imp	Total	Blighted <sup>3</sup>
13-050-22-06-000		ST FRANCIS BORGIA CONG	0.546	100	0	100	95.40%	105	0	105	0.546
13-050-22-07-000	N44 W6035 HAMILTON RD	ST FRANCIS BORGIA CONG	2.062	874,500	100	874,600	95.40%	916,667	105	916,771	2.062
13-112-03-01-000		BORGIA, ST FRANCIS	0.244	100	0	100	95.40%	105	0	105	0.244
13-050-22-09-000		ST FRANCIS BORGIA CONG	0.736	100	0	100	95.40%	105	0	105	
13-050-22-09-002		ST FRANCIS BORGIA CONG	0.664	100	0	100	95.40%	105	0	105	
<b>Total Acreage 4.25</b>				874,900	100	875,000		917,086	105		2.8511 67.07%
										<b>917,191</b>	

**Notes:**

<sup>1</sup>Property Information and Assessment Information taken from Ozaukee County GIS website on December 11, 2017.

<sup>2</sup>Equalization ratio for 2017 per Wisconsin DOR Preliminary Major Class Comparison report.

<sup>3</sup>Parcels consist of areas in which structures, by reason of deterioration, age and obsolescence are detrimental to public safety, health and welfare. (Wis. Stat. § 66.1105(2)(ae)1.a.).



## SECTION 6: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stats. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$917,191. This value is less than the maximum of \$157,097,676 in equalized value that is permitted for the City of Cedarburg. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Cedarburg			
Tax Increment District #5			
Valuation Test Compliance Calculation			
District Creation Date	2/12/2018		
	Valuation Data Currently Available 2017	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	1,309,147,300		1,309,147,300
12% Test	157,097,676		157,097,676
Increment of Existing TIDs			
TID #3	14,900		14,900
			0
			0
			0
			0
			0
Total Existing Increment	14,900		14,900
Projected Base of New or Amended District	917,191	5.00%	963,050
Total Value Subject to 12% Test	932,091		977,950
Compliance	PASS		PASS



## SECTION 7:

# Statement of Kind, Number and Location of Proposed Public Works and Other Projects

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Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all projects, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible projects that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 8 of this Plan along with the Detailed List of Project Costs found in Section 9 provide additional information as to the kind, number and location of potential Project Costs.

### Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

### Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

### Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

## SECTION 8: Map Showing Proposed Improvements and Uses



## SECTION 9: Detailed List of Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 7 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

### Proposed TIF Project Cost Estimates

City of Cedarburg			
Tax Increment District #5			
Estimated Project List			
Project ID	Project Name/Type	2018 - 2032	Total
1	Development Incentives <sup>1</sup>	1,925,000	1,925,000
2	Administrative Expense	56,500	56,500
3			0
4			0
5			0
Total Projects		<u>1,981,500</u>	<u>1,981,500</u>

## SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

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This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

### Key Assumptions

For purposes of the Plan, it is assumed that the Project will be completed and that incremental valuation of not less than \$8,740,000 will be created by January 1, 2020. The increase in valuation will occur because of: 1) sale of the land to Developer; 2) construction of 69 multi-family unit; and 3) construction of a single-family home. Assuming the \$8,740,000 incremental valuation as a constant, and the City's current equalized TID Interim tax rate of \$19.37 per thousand of equalized value, the Project would generate \$4,466,366 in incremental tax revenue over the 27-year term of the District. **Table 1** and **Table 2** included hereafter include the assumptions as to timing and values of the development and projections of tax increment collections.

**City of Cedarburg**  
**Tax Increment District #5**  
**Development Assumptions<sup>1</sup>**

Construction Year		Actual	St. Francis Borgia Site Redevelopment Project	Single Family Lot	Annual Total	Construction Year	
1	2018		3,376,000		3,376,000	2018	1
2	2019		5,064,000	300,000	5,364,000	2019	2
3	2020				0	2020	3
4	2021				0	2021	4
5	2022				0	2022	5
6	2023				0	2023	6
7	2024				0	2024	7
8	2025				0	2025	8
9	2026				0	2026	9
10	2027				0	2027	10
11	2028				0	2028	11
12	2029				0	2029	12
13	2030				0	2030	13
14	2031				0	2031	14
15	2032				0	2032	15
16	2033				0	2033	16
17	2034				0	2034	17
18	2035				0	2035	18
19	2036				0	2036	19
20	2037				0	2037	20
21	2038				0	2038	21
22	2039				0	2039	22
23	2040				0	2040	23
24	2041				0	2041	24
25	2042				0	2042	25
26	2043				0	2043	26
27	2044				0	2044	27
Totals		0	8,440,000	300,000	8,740,000		

**Notes:**

<sup>1</sup>Estimated valuations per C. Mertes e-mail dated 11-16-2017.

**Table 1 – Development Assumptions**

# City of Cedarburg

## Tax Increment District #5

### Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	917,191	
District Creation Date	February 12, 2018	Appreciation Factor	0.00%	<input checked="" type="checkbox"/> Apply to Base Value
Valuation Date	Jan 1, 2018	Base Tax Rate	19.37	
Max Life (Years)	27	Rate Adjustment Factor		
Expenditure Period/Termination	22 2/12/2040			
Revenue Periods/Final Year	27 2046			
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.00%	
Recipient District	Yes	Taxable Discount Rate	4.50%	

Construction	Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate <sup>1</sup>	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2018	3,376,000	2019	0	3,376,000	2020	\$19.37	65,383	59,835	57,295
2	2019	5,364,000	2020	0	8,740,000	2021	\$19.37	169,269	216,535	208,203
3	2020	0	2021	0	8,740,000	2022	\$19.37	169,269	366,928	350,145
4	2021	0	2022	0	8,740,000	2023	\$19.37	169,269	512,940	485,975
5	2022	0	2023	0	8,740,000	2024	\$19.37	169,269	654,700	615,955
6	2023	0	2024	0	8,740,000	2025	\$19.37	169,269	792,331	740,339
7	2024	0	2025	0	8,740,000	2026	\$19.37	169,269	925,953	859,366
8	2025	0	2026	0	8,740,000	2027	\$19.37	169,269	1,055,683	973,268
9	2026	0	2027	0	8,740,000	2028	\$19.37	169,269	1,181,635	1,082,264
10	2027	0	2028	0	8,740,000	2029	\$19.37	169,269	1,303,918	1,186,567
11	2028	0	2029	0	8,740,000	2030	\$19.37	169,269	1,422,640	1,286,379
12	2029	0	2030	0	8,740,000	2031	\$19.37	169,269	1,537,904	1,381,892
13	2030	0	2031	0	8,740,000	2032	\$19.37	169,269	1,649,810	1,473,293
14	2031	0	2032	0	8,740,000	2033	\$19.37	169,269	1,758,457	1,560,757
15	2032	0	2033	0	8,740,000	2034	\$19.37	169,269	1,863,940	1,644,455
16	2033	0	2034	0	8,740,000	2035	\$19.37	169,269	1,966,350	1,724,549
17	2034	0	2035	0	8,740,000	2036	\$19.37	169,269	2,065,777	1,801,194
18	2035	0	2036	0	8,740,000	2037	\$19.37	169,269	2,162,309	1,874,539
19	2036	0	2037	0	8,740,000	2038	\$19.37	169,269	2,256,029	1,944,725
20	2037	0	2038	0	8,740,000	2039	\$19.37	169,269	2,347,019	2,011,888
21	2038	0	2039	0	8,740,000	2040	\$19.37	169,269	2,435,359	2,076,160
22	2039	0	2040	0	8,740,000	2041	\$19.37	169,269	2,521,126	2,137,663
23	2040	0	2041	0	8,740,000	2042	\$19.37	169,269	2,604,395	2,196,519
24	2041	0	2042	0	8,740,000	2043	\$19.37	169,269	2,685,239	2,252,840
25	2042	0	2043	0	8,740,000	2044	\$19.37	169,269	2,763,727	2,306,735
26	2043	0	2044	0	8,740,000	2045	\$19.37	169,269	2,839,930	2,358,310
27	2044	0	2045	0	8,740,000	2046	\$19.37	169,269	2,913,914	2,407,664
<b>Totals</b>		<b>8,740,000</b>		<b>0</b>		<b>Future Value of Increment</b>		<b>4,466,366</b>		

Notes:

<sup>1</sup>Rate shown is actual rate for 2017/18 per DOR Form PC-202 (Tax Increment Collection Worksheet).

**Table 2 – Tax Increment Projection Worksheet**

## Plan Implementation

The City expects to incur approximately \$1.98 million in Project Costs including \$1.925 million in development incentive payments, and \$56,500 for administrative expense over the life of the District. Development incentive payments will be paid on a “pay as you go” basis from the incremental taxes generated by the Project. The City does not expect to borrow any funds to implement the Plan. To the extent the City incurs administrative costs prior to the availability of tax increments to pay those costs, it will advance funds to the District and recover those advances prior to the payment of incentive amounts. Annual administrative expenses will be deducted prior to determination of the amount available for incentive payments to the Developer. **Table 3** identifies projected tax increment revenues, incentive payments and administrative expense. Based on this analysis, the City would expect to recover all Project Costs and close the District in 2032.

City of Cedarburg									
Tax Increment District #5									
Cash Flow Projection									
Year	Projected Revenues		Expenditures			Balances			Year
	Tax Increments	Total Revenues	Incentive @ 100% Less City Costs	City Costs	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2018		0		14,500	14,500	(14,500)	(14,500)	0	2018
2019		0		3,000	3,000	(3,000)	(17,500)	0	2019
2020	65,383	65,383	44,883	3,000	47,883	17,500	0	0	2020
2021	169,269	169,269	166,269	3,000	169,269	0	0	0	2021
2022	169,269	169,269	166,269	3,000	169,269	0	0	0	2022
2023	169,269	169,269	166,269	3,000	169,269	0	0	0	2023
2024	169,269	169,269	166,269	3,000	169,269	0	0	0	2024
2025	169,269	169,269	166,269	3,000	169,269	0	0	0	2025
2026	169,269	169,269	166,269	3,000	169,269	0	0	0	2026
2027	169,269	169,269	166,269	3,000	169,269	0	0	0	2027
2028	169,269	169,269	166,269	3,000	169,269	0	0	0	2028
2029	169,269	169,269	166,269	3,000	169,269	0	0	0	2029
2030	169,269	169,269	166,269	3,000	169,269	0	0	0	2030
2031	169,269	169,269	166,269	3,000	169,269	0	0	0	2031
2032	169,269	169,269	51,162	3,000	54,162	115,106	115,106	0	2032
2033	169,269	169,269			0	169,269	284,375	0	2033
2034	169,269	169,269			0	169,269	453,643	0	2034
2035	169,269	169,269			0	169,269	622,912	0	2035
2036	169,269	169,269			0	169,269	792,181	0	2036
2037	169,269	169,269			0	169,269	961,449	0	2037
2038	169,269	169,269			0	169,269	1,130,718	0	2038
2039	169,269	169,269			0	169,269	1,299,986	0	2039
2040	169,269	169,269			0	169,269	1,469,255	0	2040
2041	169,269	169,269			0	169,269	1,638,523	0	2041
2042	169,269	169,269			0	169,269	1,807,792	0	2042
2043	169,269	169,269			0	169,269	1,977,061	0	2043
2044	169,269	169,269			0	169,269	2,146,329	0	2044
2045	169,269	169,269			0	169,269	2,315,598	0	2045
2046	169,269	169,269			0	169,269	2,484,866	0	2046
<b>Total</b>	<b>4,466,366</b>	<b>4,466,366</b>	<b>1,925,000</b>	<b>56,500</b>	<b>1,981,500</b>				<b>Total</b>
Projected TID Closure									

**Table 3 – Cash Flow Projection**



## SECTION 11: Annexed Property

---

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

## SECTION 12: Estimate of Property to be Devoted to Retail Business

---

Pursuant to Wis. Stats. § 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## SECTION 13: Proposed Zoning Ordinance Changes

---

With the recent changes to the Zoning Map, the City does not anticipate that the Project will require any changes in the zoning ordinance.

## SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of Cedarburg Ordinances

---

With the recent changes to the Smart Growth Comprehensive Land Use Plan – 2025, it is expected that this Plan will complement the City's Master Plan. Accordingly, there are no additional changes to the Master Plan, map, building codes or other City ordinances for the implementation of this plan.

## SECTION 15: Relocation

---

There are no current business or residential uses of property within the District that would necessitate relocation. If relocation were to become necessary, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## SECTION 16: Orderly Development of the City of Cedarburg

---

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The City's 2008 Smart Growth Plan identified the site as appropriate for high to medium density residential development.

## SECTION 17: List of Estimated Non-Project Costs

---

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:  
Opinion of Attorney for the City of Cedarburg Advising  
Whether the Plan is Complete and Complies with  
Wisconsin Statutes 66.1105

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Exhibit A:

# Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated Portion of Taxes that Owners of Taxable Property in each Taxing Jurisdiction Overlying District would pay by Jurisdiction <sup>1</sup>						
DOR Form PC-202 Year		2017/18				
Ozaukee County		2,353,560	9.33%			
City of Cedarburg		9,342,107	37.04%			
Cedarburg School District		11,881,675	47.11%			
MATC		1,646,116	6.53%			
Total		25,223,458				
Revenue Year	Ozaukee County	City of Cedarburg	Cedarburg School District	MATC	Total	Revenue Year
2020	6,101	24,216	30,799	4,267	65,383	2020
2021	15,794	62,693	79,735	11,047	169,269	2021
2022	15,794	62,693	79,735	11,047	169,269	2022
2023	15,794	62,693	79,735	11,047	169,269	2023
2024	15,794	62,693	79,735	11,047	169,269	2024
2025	15,794	62,693	79,735	11,047	169,269	2025
2026	15,794	62,693	79,735	11,047	169,269	2026
2027	15,794	62,693	79,735	11,047	169,269	2027
2028	15,794	62,693	79,735	11,047	169,269	2028
2029	15,794	62,693	79,735	11,047	169,269	2029
2030	15,794	62,693	79,735	11,047	169,269	2030
2031	15,794	62,693	79,735	11,047	169,269	2031
2032	15,794	62,693	79,735	11,047	169,269	2032
2033	15,794	62,693	79,735	11,047	169,269	2033
2034	15,794	62,693	79,735	11,047	169,269	2034
2035	15,794	62,693	79,735	11,047	169,269	2035
2036	15,794	62,693	79,735	11,047	169,269	2036
2037	15,794	62,693	79,735	11,047	169,269	2037
2038	15,794	62,693	79,735	11,047	169,269	2038
2039	15,794	62,693	79,735	11,047	169,269	2039
2040	15,794	62,693	79,735	11,047	169,269	2040
2041	15,794	62,693	79,735	11,047	169,269	2041
2042	15,794	62,693	79,735	11,047	169,269	2042
2043	15,794	62,693	79,735	11,047	169,269	2043
2044	15,794	62,693	79,735	11,047	169,269	2044
2045	15,794	62,693	79,735	11,047	169,269	2045
2046	15,794	62,693	79,735	11,047	169,269	2046
<b>Total</b>	<b>416,749</b>	<b>1,654,225</b>	<b>2,103,911</b>	<b>291,481</b>	<b>4,466,366</b>	

<sup>1</sup>The projection shown above is provided to meet the requirements of Wis. Stat. 66.1105(4)(i)4.

CITY OF CEDARBURG COMMON COUNCIL

RESOLUTION NO. 2018-04

**RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE  
BOUNDARIES FOR AND THE CREATION OF  
TAX INCREMENTAL DISTRICT NO. 5,  
CITY OF CEDARBURG, WISCONSIN**

WHEREAS, the City of Cedarburg (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 5 (the “District”) is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, to the chief executive officers of Ozaukee County, the Cedarburg School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the CDA, on January 25, 2018 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the CDA designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 5, City of Cedarburg", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2018.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1
  - (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) The City estimates that approximately none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (f) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 5, City of Cedarburg" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this 12<sup>th</sup> day of February, 2018.

---

Kip Kinzel, Mayor

---

Constance K. McHugh, City Clerk

**EXHIBIT A -**

**LEGAL BOUNDARY DESCRIPTION OR MAP OF  
TAX INCREMENTAL DISTRICT NO. 5  
CITY OF CEDARBURG**

THIS CAN BE FOUND IN THE PROJECT PLAN



**PROJECT PLAN**

THIS WILL BE HANDED OUT SEPARATELY

Date: Feb. 6, 2018

From: Robert Loughran  
N40W6096 Jackson St.  
Cedarburg, WI 53012  
Email – [Robert.p.loughran@gmail.com](mailto:Robert.p.loughran@gmail.com)

To: City of Cedarburg Clerk, Mayor, Common Council Members, CDA members, City Attorney

This letter is in regard to the proposed creation of a TIF district at the site of property owned by St. Francis Borgia. While the mayor is in sole control of Common Council meeting agenda, I am sending this as a formal request that the suggestion outlined below be placed on the agenda and given due consideration by the Common Council.

I am also copying the city attorney to give him a heads up and also just in case I am misinterpreting some legal aspects of this.

#### TIF Background

The stated purpose of this TID is to facilitate the development of the property by real estate developer HSI Properties by incentivizing HSI to purchase the property from St. Francis and to create on the property a set of apartments and townhouses. This should increase the property's net value and, ultimately, property taxes collected by the city and other taxing authorities.

After city approval of the HSI project last year, HSI has since approached the city stating that the return on investment vs. the cost of the project, as modified during the approval process, now makes the apartment construction cost prohibitive. HSI has stated this takes into account the cost of purchase of the land from St. Francis, building demolition, and construction.

The cost of the property to HSI has been stated variously as around \$1.1 to \$1.5 million. In the execution of the TID, the proposed rebates to HSI have been published as approximately \$1.9 million. After this amount is paid to HSI the city can then retain the taxes it collects from the property. The downside to this is that this will not happen for a decade or more.

Throughout the original apartment approval process and, more recently, the recommendation by the CDA allowing the TIF process to proceed, those favoring the apartment construction and now creation of a TIF district have repeatedly stated that the city "has no other choice", citing the dormancy of the St. Francis property now going on three years, and the lack of other "viable" proposals.

## An Alternative -- City Acquisition

But there is another way. The city can acquire the property directly through exercise of its eminent domain authority. In such an action, the city's compensation to the current property owner should be less than the current price and more along the lines of the \$800,000 to \$900,000 stated as probable realistic current property market value.

This is obviously far less, in fact \$1 million less, than the proposed rebate to the current potential developer. From a purely fiduciary standpoint, assuming this is a viable alternative, I would think this approach is practically required since it is a considerably smaller hit to the city and other taxing authorities.

## Future Use and Development Unchanged

This proposal is all about the TIF and not the actual development. If the city holds ownership of the land, it could sell it – at a profit, I would note – to some developer, or multiple developers, for similar construction. The buyer of all or part of the land could even conceivably be HSI and the project would continue as currently planned.

But the city would keep the final sale price down. As a result, whoever purchases the land will not need a TIF incentive to build. The developer's return on investment will derive from the lower initial purchase.

## Why Not

Please allow me to make clear that I am generally not in favor of government authorities acquiring property from private and, possibly, unwilling sellers. But neither am I in favor of governments incentivizing growth by passing taxpayer money to, in this case, two private entities, HSI and, indirectly, St. Francis church.

If the city wants to use TIF, it would be much more appropriate for it to use such funding to purchase the property – at real market value, or to demolish the structures on the land once acquired.

This may seem a harsh approach to some, as it seems not very friendly to the current property owner. But let's look at the facts. The city has called this property blighted. HSI has repeatedly pointed to vandalism and decay at the property. And some elected city officials have said repeatedly that nothing is going to change without city intervention. This is practically a textbook case for exercising eminent domain.

The alternative argument is to say the city has to help St. Francis get an inflated price for the property, and then in turn help the developer whose costs are elevated in part by that purchase price.

There may be some valid legal, or other reasons I am not aware of, that would prevent the city from taking this action. If that is the case, I sincerely ask that someone let me know what they are.

Sincerely,  
Robert Loughran

## CITY OF CEDARBURG

**MEETING DATE:** February 12, 2018

**ITEM NO:** 10. C.

**TITLE:** Consider Planned Unit Development (PUD) overlay extension for the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road; and action thereon

**ISSUE SUMMARY:** Council members are reminded that at your March 13, 2017 meeting, the public hearing was held and PUD zoning along with concept approval was granted for the Arrabelle project. According to the Zoning Code, this establishes a one year deadline for the applicant to secure a building permit. More specifically, **Section 13-1-69 (0) (4)** states: **If a building permit is not issued within one (1) year of receiving the PUD zoning, the PUD District zoning for the property shall be automatically discontinued and replaced with the zoning designation that existed prior to the PUD rezoning.**

While HSI Properties is nearing the point where they can pursue the acquisition of a building permit, they still need to follow up on the conditions of approval of their detailed plans and to secure State approval of their building plans. This activity will likely take them beyond the one year deadline. Accordingly, the applicant is requesting a one year extension to the PUD zoning and concept approval.

**STAFF RECOMMENDATION:** Approve

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

**BUDGETARY IMPACT:** N/A

**ATTACHMENTS:**

**INITIATED/REQUESTED BY:** Tony DeRosa, HSI Properties

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

## CITY OF CEDARBURG

**MEETING DATE:** February, 12, 2018

**ITEM NO:** 10. D.

**TITLE:** Consider Certified Survey Map (CSM) for the St. Francis Borgia site at N44 W6035 – N43 W6005 Hamilton Road; and action thereon (Plan Comm. 02/05/18)

**ISSUE SUMMARY:** The Certified Survey Map (CSM) is required as the basis for the Arrabelle site plan and to combine the various lots within this project. It also serves to create the single-family parcel on Spring Street. In addition, It serves to separate the St. Francis Borgia Church property from that which is being purchased by HSI for the Arrabelle project.

While the Church site is separate from the apartment development, staff notes that with the CSM we have an opportunity to secure public right-of-way as needed to incorporate the existing public sidewalks north of the church. More specifically, the public side walk crosses the north triangle of the Church property where it is bordered by Washington Avenue on the west and Hamilton Road on the northeast. In fact, at this location the church property extends into the traveled roadway. Accordingly, the Plan Commission recommended dedication of an area sufficient to show the sidewalk inside the public right-of-way. Staff notes that right-of-way dedications are required under **Sec. 14-1-42(e) Technical Requirements for Certified Survey Map. Dedication of streets and other public area shall be required, in addition to the owner's certificate and the mortgagee's certificate in substantially the same form as required by Section 236.21(2)(a) of Wisconsin State Statutes.**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** At their February 5, 2018 meeting the Plan Commission recommended approval by unanimous vote.

**BUDGETARY IMPACT:** N/A

**ATTACHMENTS:**

- A copy of the Certified Survey Map.
- Unapproved Minutes of the February 5, 2018 Plan Commission meeting.

**INITIATED/REQUESTED BY:** Tony DeRosa, HSI Properties

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

RECEIVED

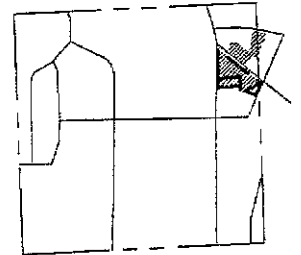
JAN 23 2018

CITY OF CEDARBURG

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

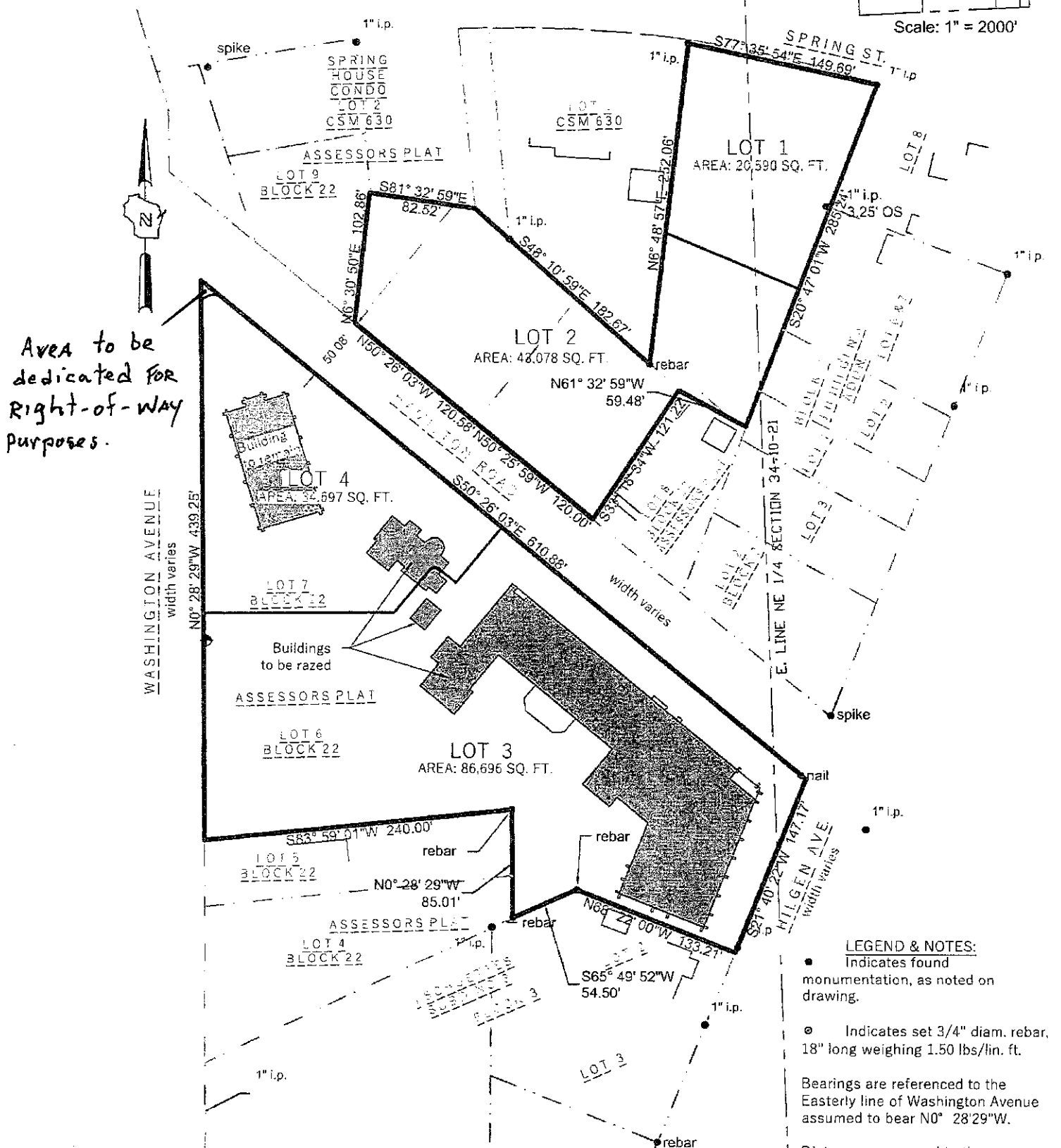
Part of Block 3, John Schuette's Subdivision to the City of Cedarburg, Lot 6, Lot 7 and part of Lot 9 of Block 22 in Assessor's Plat of the City of Cedarburg, all in the Northeast 1/4 of the Northeast 1/4 of Section 34, and the Northwest 1/4 of the Northwest 1/4 of Section 35, in Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin

Vicinity Map:



Scale: 1" = 2000'

DRAFT



## LEGEND & NOTES:

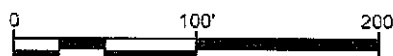
- Indicates found monumentation, as noted on drawing.
  - ⊙ Indicates set 3/4" diam. rebar, 18" long weighing 1.50 lbs/lin. ft.
- Bearings are referenced to the Easterly line of Washington Avenue assumed to bear N0° 28'29"W.
- Distances measured to the nearest 0.01', angles measured to the nearest 01".

See Sheets 2 & 3 for Lot Details.

**THE SIGMA GROUP**  
Single Source. Sound Solutions.

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1300 West Canal Street  
Milwaukee, WI 53233  
Phone: 414-643-4200  
Fax: 414-643-4210

GRAPHIC SCALE



PROJECT NUMBER 16866 DRAFTED BY BMR 1-15-2018

Sheet 1 of 6



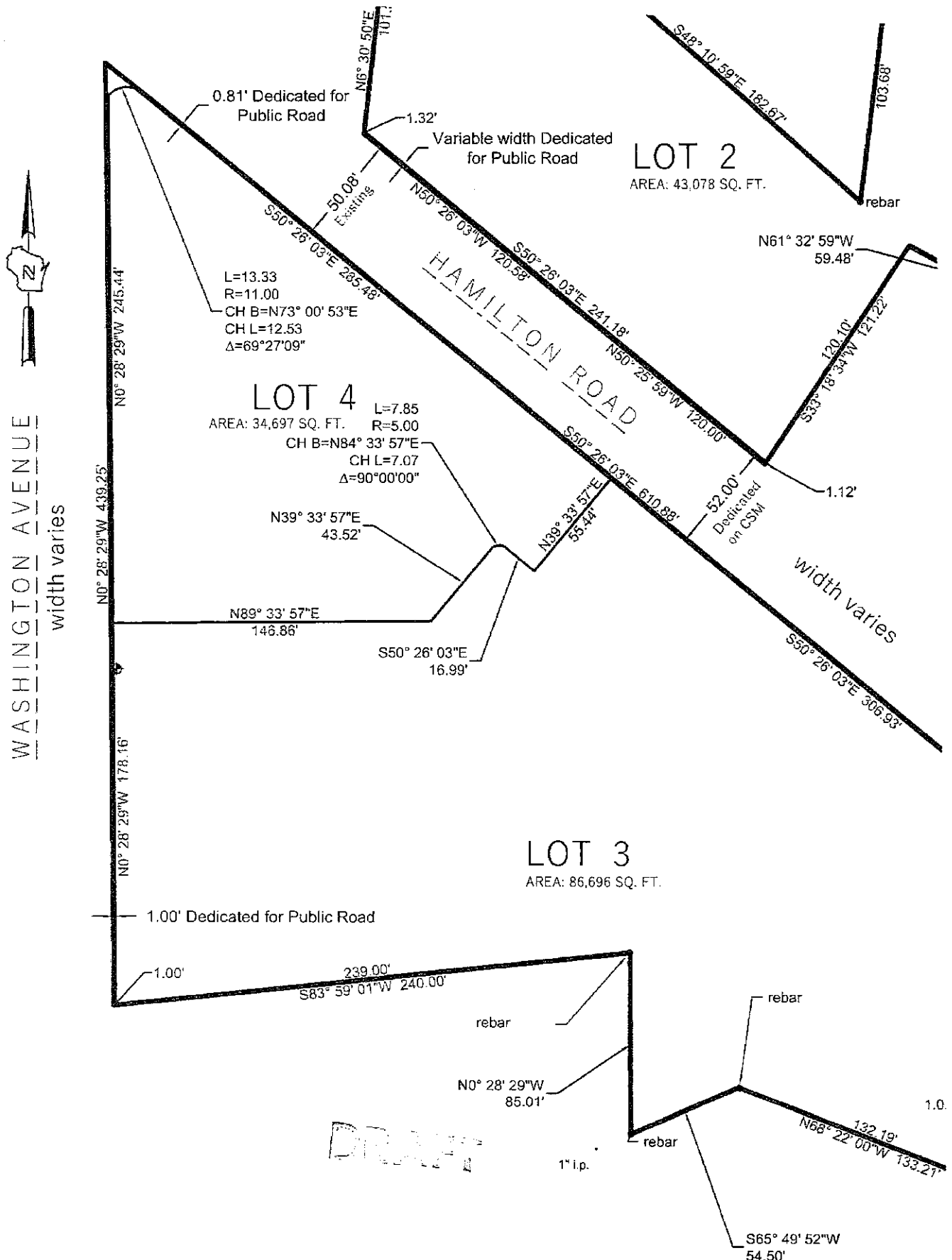
RECEIVED

JAN 23 2018

CITY OF CEDARBURG

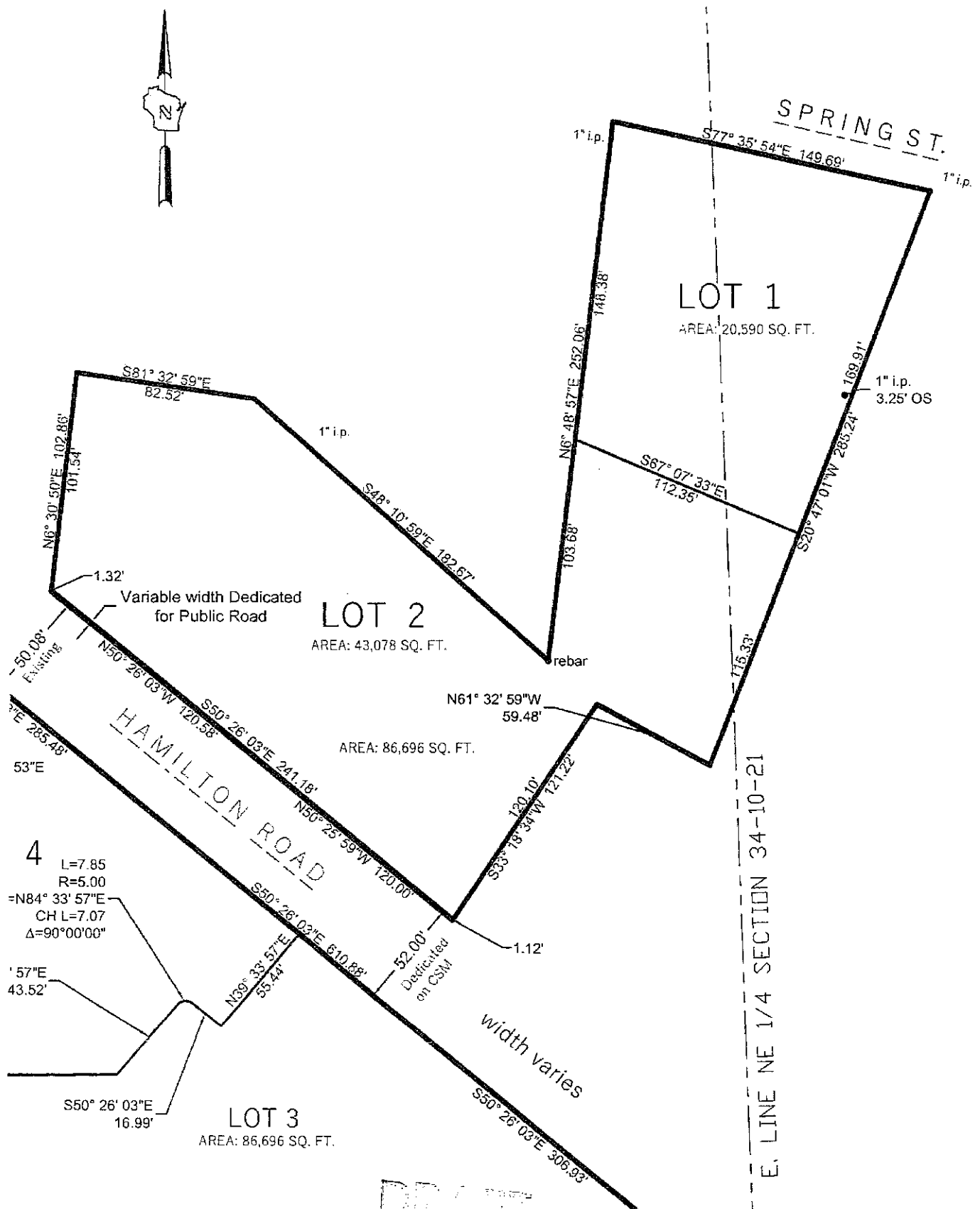
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of Block 3, John Schuette's Subdivision to the City of Cedarburg, Lot 6, Lot 7 and part of Lot 9 of Block 22 in Assessor's Plat of the City of Cedarburg, all in the Northeast 1/4 of the Northeast 1/4 of Section 34, and the Northwest 1/4 of the Northwest 1/4 of Section 35, in Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin

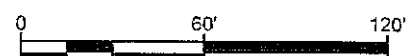


JAN 23 2018

CERTIFIED SURVEY MAP NO. \_\_\_\_\_



GRAPHIC SCALE



Sheet 3 of 6

## CITY OF CEDARBURG

**MEETING DATE:** February 12, 2018

**ITEM NO:** 10. E.

**TITLE:** Consider Ordinance No. 2018-02 increasing the allocated funds in the Recreation Program Special Revenue Fund to the Pool Fund; and action thereon

**ISSUE SUMMARY:** The swimming pool operations did not stay within budget for 2017. Revenues were \$13,630 under budget and expenditures were \$255 over budget. There isn't a fund balance for the swimming pool to absorb the loss. In previous years, there has been a transfer from General Fund – fund balance.

**STAFF RECOMMENDATION:** Approve ordinance No. 2018-02

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

**BUDGETARY IMPACT:** Reduction in Recreation Programs' fund balance of \$13,900.

**ATTACHMENTS:** Ordinance No. 2018-02

**INITIATED/REQUESTED BY:** Christy Mertes

**FOR MORE INFORMATION CONTACT:** Christy Mertes, Administrator/Treasurer, 376-3907

## **ORDINANCE NO. 2018-02**

### **An Ordinance Appropriating Funds for Community Gym Improvements**

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

SECTION 1. In the 2017 budget, there is hereby appropriated from the fund balance of the City of Cedarburg Special Revenue Fund - Recreation Programs the following monies related to the operation of the Special Revenue Fund - Swimming Pool:

Increase Recreation Programs –	
Transfer to Swimming Pool – 220-592000-710	\$13,900
Increase Swimming Pool Fund –	
Transfer from Recreation Programs – 240-491220	\$13,900

SECTION 2. These monies are hereby designated to be used for the above-mentioned swimming pool operating budget.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 12th day of February, 2018.

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Kip Kinzel, Mayor

Countersigned:

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Constance K. McHugh, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
1/23/2018-2/6/2018

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
<b>PWSB CHECKING ACCOUNT</b>		
1/30/2018	\$1,300,000.00	PWSB Money Market
1/31/2018	\$79,289.66	WRS-December remittance
2/1/2018	\$184,000.00	PWSB Payroll
2/1/2018	\$440.00	Police Association-union dues for 1/14/18-1/27/18
2/1/2018	\$5,378.92	Health Savings Accounts for 1/14/18-1/27/18
2/1/2018	\$3,204.38	ICMA-contributions for 1/14/18-1/27/18
2/1/2018	\$4,362.40	North Shore Bank-contributions for 1/14/18-1/27/18
2/5/2018	\$80,521.20	WCA-February health insurance premiums
2/5/2018	\$5,199.17	MetLife-February dental insurance premiums
2/5/2018	\$546.82	Superior Vision-February vision insurance premiums
2/5/2018	\$911.88	AFLAC-January premiums
2/5/2018	\$2,704.69	Minnesota Life-March premiums
2/6/2018	\$2,827.05	Light & Water-January charges
	<u>\$1,669,386.17</u>	
<b>PWSB PAYROLL ACCOUNT</b>		
2/2/2018	\$130,675.81	Payroll for 1/14/18-1/27/18
2/2/2018	\$52,682.01	Payroll taxes for 1/14/18-1/27/18
	<u>\$183,357.82</u>	
<b>PWSB TAX COLLECTION ACCOUNT</b>		
2/6/2018	\$152,000.00	PWSB Money Market
<b>CORNERSTONE BANK CHECKING</b>		
2/6/2018	\$362,457.30	State Pool
<b>COMMERCE STATE BANK CHECKING</b>		
2/6/2018	\$4,900.00	Commerce State Bank Money Market

## CITY OF CEDARBURG

02/05/18 1:10 PM

Page 1

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FEBRUARY 2018

	Check Amt	Invoice	Comment
111300 PWSB Checking			
Unpaid			
BADGERETTE POM PON-NEW BERLIN			
E 220-555390-394 POMS EXPENSES	\$1,018.00		REGISTRATIO POMS-2018 WISC SPIRIT CHAMPIONSHIP
			REGISTRATION
otal BADGERETTE POM PON-NEW BERLIN	\$1,018.00		
111300 PWSB Checking	\$1,018.00		
Fund Summary			
<hr/>			
111300 PWSB Checking			
220 RECREATION PROGRAMS FUND	\$1,018.00		
	\$1,018.00		

## CITY OF CEDARBURG

02/02/18 10:48 AM

Page 1

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FEBRUARY 2018

		Check Amt	Invoice	Comment
<b>111300 PWSB Checking</b>				
Unpaid	<b>AIRGAS USA LLC</b>			
E 100-533210-353	MAINTENANCE PARTS	\$29.35	9071648096	DPW-TB ASSMY HEAD
	<b>Total AIRGAS USA LLC</b>	\$29.35		
Unpaid	<b>AT&amp;T</b>			
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$35.35	262375760301	DPW-PHONE
E 260-555110-225	TELEPHONE/COMMUNICATIO	\$134.98	262375760301	LIBR-PHONE
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$48.21	262375760301	CWRC-PHONE
E 100-518100-225	TELEPHONE/COMMUNICATIO	\$51.03	262375760301	CH-PHONE
E 100-522230-225	TELEPHONE/COMMUNICATIO	\$38.30	262375760301	FD-PHONE
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$149.66	262375762401	PD-PHONE
	<b>Total AT&amp;T</b>	\$457.53		
Unpaid	<b>BAKER &amp; TAYLOR BOOKS</b>			
E 260-555110-322	DONATION EXPENDITURES	\$164.49	2033456950	LIBR-BOOKS-FRIENDS
E 260-555110-322	DONATION EXPENDITURES	\$25.00	2033456950	LIBR-BOOKS-MEMORIALS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$107.05	2033456950	LIBR-BOOKS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$359.89	2033457463	LIBR-BOOKS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$71.44	2033460420	LIBR-BOOKS
	<b>Total BAKER &amp; TAYLOR BOOKS</b>	\$727.87		
Unpaid	<b>BEST WESTERN EAST TOWNE STES</b>			
E 601-573850-330	TRAVEL & TRAINING	\$265.56	TRAINING	CWRC-GENERAL WASTEWATER CLASS-D. MODER
	<b>Total BEST WESTERN EAST TOWNE STES</b>	\$265.56		
Unpaid	<b>BEYER S HARDWARE STORE</b>			
E 100-533210-353	MAINTENANCE PARTS	\$14.39	136644	DPW-RURAL MAILBOX
E 100-533210-353	MAINTENANCE PARTS	\$3.14	136840	DPW-LONG SWEEP ELBOW
E 100-518100-350	OPERATING SUPPLIES	\$10.78	1368569	COMPLEX-CARBON BRUSH/SS BRUSH
E 100-522100-340	MAINTENANCE SUPPLIES	\$15.29	136874	PD-BRS PADLOCK
E 100-522100-340	MAINTENANCE SUPPLIES	\$11.23	136883	PD-REG BLEACH/LYSOL SPRAY
E 100-533210-353	MAINTENANCE PARTS	\$13.47	136903	DPW-COUPPLERS/T ROD
E 601-573830-340	MAINTENANCE SUPPLIES	\$189.03	136941	CWRC-PADLOCKS/RECEPTACLE/BATTERIES
E 100-533210-353	MAINTENANCE PARTS	\$20.66	136971	DPW-FERRULES/CLR COAT CABLE
E 601-573830-340	MAINTENANCE SUPPLIES	\$29.69	136975	CWRC-PASTEL BASE
E 100-533210-353	MAINTENANCE PARTS	\$21.33	136977	DPW-CLR COAT CABLE
	<b>Total BEYER S HARDWARE STORE</b>	\$329.01		
Unpaid	<b>BILL SCHNITZER PLUMBING LLC</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$1,582.48	2388	PARKS-INSTALL URINAL AT BAND SHELL
	<b>Total BILL SCHNITZER PLUMBING LLC</b>	\$1,582.48		
Unpaid	<b>BRUCK LAW OFFICES, S.C.</b>			
G 100-215914	COURT ORDERED DEDUCTIONS	\$225.87	GARNISHMEN PAYROLL GARNISHMENT	
	<b>Total BRUCK LAW OFFICES, S.C.</b>	\$225.87		
Unpaid	<b>BUSINESS CARD</b>			



## CITY OF CEDARBURG

02/02/18 10:48 AM

Page 2

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FEBRUARY 2018

		Check Amt	Invoice	Comment
E 100-522110-390	OTHER EXPENSES	\$49.90	0883	PD-POSTNET
E 100-522110-390	OTHER EXPENSES	\$159.98	0883	PD-USPS
E 100-522130-330	TRAVEL & TRAINING	(\$0.98)	0883	PD-CREDIT RBT-KWIK TRIP
E 100-522130-330	TRAVEL & TRAINING	(\$3.52)	0883	PD-CREDIT-RBT BEST WESTERN NY
E 100-522130-330	TRAVEL & TRAINING	\$892.19	0883	PD-PAYPAL ILEETA
E 100-522110-390	OTHER EXPENSES	\$3.00	0883	PD-PARKING MAC SQUARE MILW
E 100-522130-330	TRAVEL & TRAINING	\$999.26	0883	PD-TIMBER BREEZE/KWIK TRIP/BEST WESTERN RESORT PORTAGE
E 100-522120-346	UNIFORMS	\$418.00	0883	PD-HOG SADDLE
E 100-522120-346	UNIFORMS	\$17.54	0883	PD-NORTHERN SAFARI ARMY
E 100-522130-346	UNIFORMS	\$289.84	0883	PD-THE MENS WEARHOUSE
E 100-555510-310	OFFICE SUPPLIES	\$30.04	1690	PARKS-AMAZON.COM
E 100-555510-330	TRAVEL & TRAINING	\$690.00	1690	PARKS-WI ARBORIST ASSN
E 100-555510-240	REPAIR AND MAINTENANCE	\$63.00	1690	PARKS-AMAZON.COM
E 100-555510-380	EQUIPMENT/CAPITAL OUTLA	\$401.95	1690	PARKS-BEST BUY/AMAZON.COM
E 220-555390-372	SAFETY EQUIPMENT	\$39.95	1690	REC-AMAZON.COM
E 220-555390-347	SUPPLIES AND EXPENSES	\$1,034.44	1873	REC-AMAZON.COM/OMNICHEER
E 220-555390-394	POMS EXPENSES	(\$10.08)	1873	REC-CREDIT-COSTCO
E 100-555510-320	PROF PUBLICATIONS AND DU	\$872.00	1873	REC-WPRA RENEWALS/NRPA
E 220-555390-347	SUPPLIES AND EXPENSES	\$15.00	1873	REC-PLUGNPAY
E 220-555390-394	POMS EXPENSES	\$66.68	1873	REC-DISCOUNT DANCE SPLY
E 240-555320-340	MAINTENANCE SUPPLIES	\$206.18	1873	REC-AMERICAN RED CROSS
E 260-555110-312	COMPUTER/COPIER SUPPLIE	\$979.91	1908	LIBR-LIBR-AMAZONMKTPLACE
E 260-555110-315	POSTAGE	\$66.53	1908	LIBR-THE UPS STORE
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$149.88	1908	LIBR-DJ BARRONS
E 260-555110-331	LSTA GRANT EXPENDITURES	\$28.95	1908	LIBR-AMAZON MKTPLACE
E 260-555110-310	OFFICE SUPPLIES	\$117.90	1908	LIBR-POS PAPER
E 260-555110-315	POSTAGE	\$147.00	1908	LIBR-USPS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$22.97	1908	LIBR-AMAZON MKTPLACE
E 260-555110-320	PROF PUBLICATIONS AND DU	\$213.00	1908	LIBR-AMER LIB ASSN
E 260-555110-350	OPERATING SUPPLIES	\$76.01	1908	LIBR-AMAZON.COM/AMAZON MKTPLACE
E 100-533110-350	OPERATING SUPPLIES	\$53.96	3367	ENG-CES IMAGING PLOTTER GUY
E 100-533110-350	OPERATING SUPPLIES	\$132.96	3367	ENG-FULL SOURCE-PAINT
E 100-522410-330	TRAVEL & TRAINING	\$200.00	3367	EM-WISC ASSOC OF GOV CONF.
E 100-522310-310	OFFICE SUPPLIES	\$334.26	3367	B.I.-DOA E PAY DOC SALES
E 601-573830-340	MAINTENANCE SUPPLIES	\$46.99	6149	CWRC-AMAZON.COM
E 601-573825-372	SAFETY EQUIPMENT	\$295.99	6149	CWRC-AMAZON.COM
E 601-573850-330	TRAVEL & TRAINING	\$164.00	6149	CWRC-WWOA
E 601-573845-240	REPAIR AND MAINTENANCE	\$124.99	6149	CWRC-PAYPAL EPRDISTR
E 100-533311-240	REPAIR AND MAINTENANCE	\$102.29	6193	DPW-MILLS FLEET FARM
E 100-533210-350	OPERATING SUPPLIES	\$11.08	6193	DPW-AMAZON PRIME MEMBERSHIP
E 100-533730-344	RECYCLING EXPENSES	\$226.94	6193	DPW-AMAZON.COM
E 100-533210-350	OPERATING SUPPLIES	\$1,805.13	6193	DPW-BEST BUY/DULUTH TRADING
E 100-533210-350	OPERATING SUPPLIES	\$99.83	6193	DPW-AMAZONPRIME MEMBERSHIP
E 100-533210-350	OPERATING SUPPLIES	(\$8.31)	6193	DPW-CREDIT-AMAZONPRIME MEMBERSHIP
E 100-522110-310	OFFICE SUPPLIES	\$50.00	6206	PD-USPS
E 100-522120-347	SUPPLIES AND EXPENSES	\$43.76	6206	PD-DOA E PAY DOC SALES
E 100-522100-340	MAINTENANCE SUPPLIES	\$102.42	6206	PD-AMAZON.COM

## CITY OF CEDARBURG

02/02/18 10:48 AM

Page 3

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FEBRUARY 2018

		Check Amt	Invoice	Comment
E 100-522110-310	OFFICE SUPPLIES	\$56.09	6206	PD-STAMPS.COM
E 100-522120-330	TRAVEL & TRAINING	\$20.00	6206	PD-WI DEPT OF FINANCIAL
E 100-522110-310	OFFICE SUPPLIES	\$15.99	6206	PD-STAMPS.COM
E 100-522120-330	TRAVEL & TRAINING	\$20.00	6206	PD-WI DEPT OF FINANCIAL
E 100-522110-330	TRAVEL & TRAINING	\$130.00	9962	PD-PAYPAL WCPA
E 100-522110-346	UNIFORMS	\$17.95	9962	PD-KOHL'S
E 100-522110-330	TRAVEL & TRAINING	\$150.00	9962	PD-IACP
	<b>Total BUSINESS CARD</b>	<b>\$12,232.84</b>		
Unpaid	<b>DEMCO</b>			
E 260-555110-310	OFFICE SUPPLIES	\$259.59	6295812	LIBR-LABEL PROTECTORS/TAPE/BOOKMARKS
	<b>Total DEMCO</b>	<b>\$259.59</b>		
Unpaid	<b>DUNFEE, SUSAN</b>			
E 220-555390-347	SUPPLIES AND EXPENSES	\$14.99	MUSIC	REC-AEROBICS MUSIC REIMBURSEMENT
	<b>Total DUNFEE, SUSAN</b>	<b>\$14.99</b>		
Unpaid	<b>DZIEWA, JACOB S</b>			
G 100-261400	OVERPAYMENT OF TAXES	\$89.68	TAX REFUND	OVERPAYMENT OF 2017 TAXES
	<b>Total DZIEWA, JACOB S</b>	<b>\$89.68</b>		
Unpaid	<b>EXTINGUISHERS AT RANDOM LLC</b>			
E 100-522230-240	REPAIR AND MAINTENANCE	\$297.00	FIRE EXT.	FD-EXTINGUISHER INSPECTIONS-2017
	<b>Total EXTINGUISHERS AT RANDOM LLC</b>	<b>\$297.00</b>		
Unpaid	<b>FASTENAL COMPANY</b>			
E 100-533210-353	MAINTENANCE PARTS	\$68.97	WISAU98010	DPW-BAND-ADE
	<b>Total FASTENAL COMPANY</b>	<b>\$68.97</b>		
Unpaid	<b>FESTIVAL CITY SYMPHONY</b>			
E 100-555140-390	OTHER EXPENSES	\$49.00	TICKETS	SR TOUR-1/28/18 7 TICKETS
	<b>Total FESTIVAL CITY SYMPHONY</b>	<b>\$49.00</b>		
Unpaid	<b>GENERAL COMMUNICATIONS, INC.</b>			
E 100-522410-316	RADIO EQUIPMENT	\$148.80	250243	EM-POWER PRODUCTS BATTERY
	<b>Total GENERAL COMMUNICATIONS, INC.</b>	<b>\$148.80</b>		
Unpaid	<b>GORDIE BOUCHER FORD OF THIENS</b>			
E 100-522120-240	REPAIR AND MAINTENANCE	\$273.14	272836	PD-REPLACE BATTERY-VEH VIN# 1381
	<b>Total GORDIE BOUCHER FORD OF THIENS</b>	<b>\$273.14</b>		
Unpaid	<b>GRAINGER</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$367.38	9677101843	PARKS-TRIPOD LADDER 12 FT
E 100-518100-240	REPAIR AND MAINTENANCE	\$137.18	9681084993	COMPLEX-HEX REDUCING BUSHINGS
E 100-518100-240	REPAIR AND MAINTENANCE	\$18.08	9681422367	COMPLEX-SAFETY SIGN
	<b>Total GRAINGER</b>	<b>\$522.64</b>		
Unpaid	<b>HILGENDORF MEMORIALS</b>			
E 100-555510-384	LEGACY TREE & BENCH PRO	\$140.00	116123286	LEGACY BENCH-SZAFRANSKI, AL

## CITY OF CEDARBURG

02/02/18 10:48 AM

Page 4

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FEBRUARY 2018

		Check Amt	Invoice	Comment
<b>Total</b>	<b>HILGENDORF MEMORIALS</b>	<b>\$140.00</b>		
Unpaid	<b>HOME DEPOT CREDIT SERVICES</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$89.82	4020848	PARKS-STEEL LEAF RAKES
E 601-573830-340	MAINTENANCE SUPPLIES	\$339.09	565411	CWRC-HUSKY BAGS
E 601-573830-340	MAINTENANCE SUPPLIES	\$222.10	6011125	CWRC-GEAR TIES/SEALANT
<b>Total</b>	<b>HOME DEPOT CREDIT SERVICES</b>	<b>\$651.01</b>		
Unpaid	<b>ID NETWORKS</b>			
E 100-522110-240	REPAIR AND MAINTENANCE	\$5,898.00	272992	PD-CROSS MATCH L SCAN GUARDIAN
<b>Total</b>	<b>ID NETWORKS</b>	<b>\$5,898.00</b>		
Unpaid	<b>JANI-KING OF MILWAUKEE/ROYAL F</b>			
E 100-533210-350	OPERATING SUPPLIES	\$368.00	MIL02180566	DPW-FEBRUARY 2018 JANITORIAL SERVICES
<b>Total</b>	<b>JANI-KING OF MILWAUKEE/ROYAL F</b>	<b>\$368.00</b>		
Unpaid	<b>LA ROSA LANDSCAPE</b>			
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$140.61	60207	LIBR-JAN 2018 DE-ICE
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$492.69	60268	LIBR-JAN 2018 DE-ICE & SHOVEL
<b>Total</b>	<b>LA ROSA LANDSCAPE</b>	<b>\$633.30</b>		
Unpaid	<b>LIGHT AND WATER</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$270.01	6807	PARKS-WILLOWBROOKE PARK UNDERGROUND FAULT
E 100-522100-240	REPAIR AND MAINTENANCE	\$140.28	6807	PD-CHANGE BULBS AT PD PARKING LOT
<b>Total</b>	<b>LIGHT AND WATER</b>	<b>\$410.29</b>		
Unpaid	<b>MARCINIAK, CHASE A.</b>			
G 100-261400	OVERPAYMENT OF TAXES	\$152.90	TAX REFUND	OVERPAYMENT OF 2017 TAXES
<b>Total</b>	<b>MARCINIAK, CHASE A.</b>	<b>\$152.90</b>		
Unpaid	<b>NOVAK, KRISTIN M</b>			
G 100-261400	OVERPAYMENT OF TAXES	\$35.35	TAX REFUND	OVERPAYMENT OF 2017 TAXES
<b>Total</b>	<b>NOVAK, KRISTIN M</b>	<b>\$35.35</b>		
Unpaid	<b>OWEN S OFFICE SUPPLIES</b>			
E 100-555510-310	OFFICE SUPPLIES	\$164.00	26538	PARKS-FACILITY RENTAL FORMS
<b>Total</b>	<b>OWEN S OFFICE SUPPLIES</b>	<b>\$164.00</b>		
Unpaid	<b>PACE ANALYTICAL SERVICES, INC.</b>			
E 601-573825-217	OUTSIDE LAB TESTING	\$20.00	1840046161	CWRC-KJELDAHL NITROGEN
E 601-573825-217	OUTSIDE LAB TESTING	\$300.00	1840046613	CWRC-MERCURY
E 601-573825-217	OUTSIDE LAB TESTING	\$318.00	1840046651	CWRC-SOLIDS/AMMONIA/NITROGEN
<b>Total</b>	<b>PACE ANALYTICAL SERVICES, INC.</b>	<b>\$638.00</b>		
Unpaid	<b>PORTAL, INC</b>			
E 100-555140-390	OTHER EXPENSES	\$144.92	TRANSPORTA SR TOURS-1/28/18 SUNDAY SYMPHONY	
<b>Total</b>	<b>PORTAL, INC</b>	<b>\$144.92</b>		

## CITY OF CEDARBURG

02/02/18 10:48 AM

Page 5

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FEBRUARY 2018

	Check Amt	Invoice	Comment
<b>Unpaid R A SMITH NATIONAL</b>			
G 100-239258 DEVELOPERS AGREE-SANDHILL	\$12,435.78	135249	SANDHILL TRAILS SUBD. 12/1/17-12/31/17 SERVICES
<b>Total R A SMITH NATIONAL</b>	<b>\$12,435.78</b>		
<b>Unpaid RE-NU-IT SANDBLASTING</b>			
E 100-533440-240 REPAIR AND MAINTENANCE	\$525.00	SANDBLAST	DPW-SANDBLAST TANDEM AXLE TRAILER
<b>Total RE-NU-IT SANDBLASTING</b>	<b>\$525.00</b>		
<b>Unpaid ROSING, JAMES H</b>			
G 100-261400 OVERPAYMENT OF TAXES	\$175.73	TAX REFUND	OVERPAYMENT OF 2017 TAXES
<b>Total ROSING, JAMES H</b>	<b>\$175.73</b>		
<b>Unpaid ROTARY CLUB OF CEDARBURG</b>			
E 100-522110-330 TRAVEL & TRAINING	\$227.00	1306	PD-2017 QRTLY DUES
<b>Total ROTARY CLUB OF CEDARBURG</b>	<b>\$227.00</b>		
<b>Unpaid RUEKERT &amp; MIELKE</b>			
E 400-533440-472 NR216 COMPLIANCE	\$2,557.00	121945	MMWQC-7/8/17 TO 12/29/17 SERVICES
<b>Total RUEKERT &amp; MIELKE</b>	<b>\$2,557.00</b>		
<b>Unpaid SAM S CLUB DIRECT</b>			
E 220-555390-347 SUPPLIES AND EXPENSES	\$45.77	008937	REC-POPPABLES/TOT TIME SPLYS
<b>Total SAM S CLUB DIRECT</b>	<b>\$45.77</b>		
<b>Unpaid STARNET TECHNOLOGIES</b>			
E 601-573825-225 TELEPHONE/COMMUNICATIO	\$840.00	0090633-IN	CWRC-NCC DATA BAL 2017 & Q1 2018
<b>Total STARNET TECHNOLOGIES</b>	<b>\$840.00</b>		
<b>Unpaid STREICHER S POLICE EQUIPMENT</b>			
E 100-522120-346 UNIFORMS	\$420.96	I1298398	PD-WEAPON LIGHTS/PROTAC RAIL MOUNT/HOLSTER
E 100-522120-346 UNIFORMS	\$37.50	I1298402	PD-FAST-TAC URBAN PANT
<b>Total STREICHER S POLICE EQUIPMENT</b>	<b>\$458.46</b>		
<b>Unpaid SUPERIOR CHEMICAL CORP.</b>			
E 100-533210-353 MAINTENANCE PARTS	\$153.17	180423	DPW-MONSTER TRUCK PA/CLEAN & BRITE FOAM WASH
<b>Total SUPERIOR CHEMICAL CORP.</b>	<b>\$153.17</b>		
<b>Unpaid THUROW, SHARON</b>			
E 220-555390-386 CIVIC BAND EXPENSES	\$161.00	CIVIC BAND	2017 CIVIC BAND REPLACEMENT CHECK
<b>Total THUROW, SHARON</b>	<b>\$161.00</b>		
<b>Unpaid TIME WARNER CABLE-PO BOX 4639</b>			
E 100-522110-225 TELEPHONE/COMMUNICATIO	\$434.00	709864401011	PD-FIBR
<b>Total TIME WARNER CABLE-PO BOX 4639</b>	<b>\$434.00</b>		
<b>Unpaid UNIFIRST CORPORATION</b>			
E 601-573825-372 SAFETY EQUIPMENT	\$48.35	096 0998618	CWRC-UNIFORMS

## CITY OF CEDARBURG

02/02/18 10:48 AM

Page 6

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## FEBRUARY 2018

	Check Amt	Invoice	Comment
E 100-533210-350 OPERATING SUPPLIES	\$48.20	096 0998623	DPW-UNIFORMS
E 100-518100-240 REPAIR AND MAINTENANCE	\$38.14	096 0998633	COMPLEX-MATS/MOPS
E 100-522100-340 MAINTENANCE SUPPLIES	\$42.68	096 0998634	PD-MATS/MOPS
E 260-555110-290 MAINT/CONTRACTED SERVIC	\$23.63	096 0998637	LIBR-MATS/MOPS
<b>Total UNIFIRST CORPORATION</b>	<b>\$201.00</b>		
<b>Unpaid WHITE, KRISTINE K</b>			
G 100-261400 OVERPAYMENT OF TAXES	\$93.87	TAX REFUND	OVERPAYMENT OF 2017 TAXES
<b>Total WHITE, KRISTINE K</b>	<b>\$93.87</b>		
<b>111300 PWSB Checking</b>	<b>\$45,117.87</b>		

**Fund Summary**

<b>111300 PWSB Checking</b>	
100 GENERAL FUND	\$34,153.42
220 RECREATION PROGRAMS FUND	\$1,367.75
240 SWIMMING POOL FUND	\$206.18
260 LIBRARY FUND	\$3,581.52
400 CAPITAL IMPROVEMENTS FUND	\$2,557.00
601 WATER RECYCLING CENTER	\$3,252.00
	<b>\$45,117.87</b>

# CITY OF CEDARBURG

## \*Check Detail Register©

01/25/18 2:02 PM

Page 1

JANUARY 2018

		Check Amt	Invoice	Comment
<b>111300 PWSB Checking</b>				
Unpaid	<b>ADP, LLC.</b>			
E 100-515600-210	PROFESSIONAL SERVICES	\$409.52	506376241	TREAS-12/30/17 PROCESSING
E 100-515600-210	PROFESSIONAL SERVICES	\$233.12	506796198	TREAS-12/31/17 PROCESSING
E 100-515600-210	PROFESSIONAL SERVICES	\$406.76	506798440	TREAS-1/08/18 PAYROLL
E 100-515600-210	PROFESSIONAL SERVICES	\$415.80	506798667	TREAS-TIME AND ATTENDANCE
E 100-515600-210	PROFESSIONAL SERVICES	\$453.62	507712917	TREAS-1/13/18 PAYROLL
	<b>Total ADP, LLC.</b>	<b>\$1,918.82</b>		
Unpaid	<b>AMERICAN SIGNAL CORP.</b>			
E 100-522410-239	SIREN MAINT	\$374.99	LK 011618-03	EM-DEPOSIT-2018 SPRING PREVENTATIVE MAINTENANCE
	<b>Total AMERICAN SIGNAL CORP.</b>	<b>\$374.99</b>		
Unpaid	<b>AT&amp;T LONG DISTANCE</b>			
E 260-555110-225	TELEPHONE/COMMUNICATIO	\$14.34	836841746-8	LIBR-LONG DISTANCE
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$2.28	836841746-8	PD-LONG DISTANCE
G 100-156200	DUE FROM LIGHT & WATER	\$124.23	836841746-8	L&W-LONG DISTANCE
	<b>Total AT&amp;T LONG DISTANCE</b>	<b>\$140.85</b>		
Unpaid	<b>BAKER &amp; TAYLOR AV PRE PROCESS</b>			
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$271.80	B78546660	LIBR-DVDS
	<b>Total BAKER &amp; TAYLOR AV PRE PROCESS</b>	<b>\$271.80</b>		
Unpaid	<b>BAKER &amp; TAYLOR BOOKS</b>			
E 260-555110-322	DONATION EXPENDITURES	\$41.64	2033429343	LIBR-BOOKS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$18.07	2033429343	LIBR-BOOKS
	<b>Total BAKER &amp; TAYLOR BOOKS</b>	<b>\$59.71</b>		
Unpaid	<b>BARTON SMALL ENGINE, LLC</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$120.96	22081	PARKS-BLADE/HYDRO OIL FILTER
	<b>Total BARTON SMALL ENGINE, LLC</b>	<b>\$120.96</b>		
Unpaid	<b>BEYER S HARDWARE STORE</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$26.34	136426	PARKS-PAINT/BRUSH
E 100-518100-350	OPERATING SUPPLIES	\$81.88	136658	COMPLEX-SNOW PUSHERS
E 100-518100-350	OPERATING SUPPLIES	\$16.18	136686	COMPLEX-WD HANDLE/WINDOW SCRUBBER
E 601-573830-340	MAINTENANCE SUPPLIES	\$3.20	136692	CWRC-HARDWARE
E 601-573830-340	MAINTENANCE SUPPLIES	\$46.75	136705	CWRC-SNOW PUSHER/COUPLINGS
E 100-522130-310	OFFICE SUPPLIES	\$13.49	136730	PD-42 GAL CONTR BAGS
E 601-573830-340	MAINTENANCE SUPPLIES	\$8.99	136751	CWRC-IN USE OUT COVER
E 100-533440-240	REPAIR AND MAINTENANCE	\$48.59	136789	R TRAC BATTERY
	<b>Total BEYER S HARDWARE STORE</b>	<b>\$245.42</b>		
Unpaid	<b>BOARD OF COMM OF PUBLIC LANDS</b>			
E 300-581582-610	DEBT SERVICE - PRINCIPAL	\$87,102.41	0000016671	TRUST FUND LOAN-02010183.01
E 300-581582-620	DEBT SERVICE - INTEREST	\$11,583.76	0000016671	TRUST FUND LOAN-02010183.01
	<b>Total BOARD OF COMM OF PUBLIC LANDS</b>	<b>\$98,686.17</b>		

# CITY OF CEDARBURG

## \*Check Detail Register©

01/25/18 2:02 PM  
Page 2

JANUARY 2018

		Check Amt	Invoice	Comment
Unpaid	<b>BRUCK LAW OFFICES, S.C.</b>			
	G 100-215914 COURT ORDERED DEDUCTIONS	\$226.78		GARNISHMEN PAYROLL GARNISHMENT
	<b>Total BRUCK LAW OFFICES, S.C.</b>	\$226.78		
Unpaid	<b>BURKE TRUCK &amp; EQUIPMENT INC</b>			
	E 100-533210-353 MAINTENANCE PARTS	\$875.51	22635	DPW-EYEBOLTS/COUPLERS
	<b>Total BURKE TRUCK &amp; EQUIPMENT INC</b>	\$875.51		
Unpaid	<b>BUTLEIN, ADAM J.</b>			
	G 100-261400 OVERPAYMENT OF TAXES	\$254.53		TAX REFUND OVERPAYMENT OF 2017 TAXES
	<b>Total BUTLEIN, ADAM J.</b>	\$254.53		
Unpaid	<b>CALLAHAN BLUM, ERIN</b>			
	E 100-555140-210 PROFESSIONAL SERVICES	\$110.00	WTRCOLOR	SR CTR-1/10 & 17/2018 WATERCOLOR INSTRUCTION
	<b>Total CALLAHAN BLUM, ERIN</b>	\$110.00		
Unpaid	<b>CDW GOVERNMENT, INC.</b>			
	E 100-522110-310 OFFICE SUPPLIES	\$105.68	LCZ8163	PD-VERBATIM DVD-R
	<b>Total CDW GOVERNMENT, INC.</b>	\$105.68		
Unpaid	<b>CINTAS CORPORATION</b>			
	E 100-533210-350 OPERATING SUPPLIES	\$127.31	184122245	DPW-UNIFORMS
	<b>Total CINTAS CORPORATION</b>	\$127.31		
Unpaid	<b>CINTAS FIRST AID &amp; SAFETY</b>			
	E 100-533210-350 OPERATING SUPPLIES	\$189.50	5009852831	DPW-FIRST AID SUPPLIES
	<b>Total CINTAS FIRST AID &amp; SAFETY</b>	\$189.50		
Unpaid	<b>COMPLETE OFFICE OF WISCONSIN</b>			
	E 100-522110-310 OFFICE SUPPLIES	\$39.18	237347	PD-SPEC STAMP-HERE
	<b>Total COMPLETE OFFICE OF WISCONSIN</b>	\$39.18		
Unpaid	<b>DULTMEIER SALES</b>			
	E 100-555510-240 REPAIR AND MAINTENANCE	\$29.61	3409222	PARKS-3/8 POLY T W/NUT
	<b>Total DULTMEIER SALES</b>	\$29.61		
Unpaid	<b>EGELHOFF LAWNMOWER SERVICE</b>			
	E 100-555510-240 REPAIR AND MAINTENANCE	\$7.40	236496	PARKS-FILLER CAP
	E 100-555510-240 REPAIR AND MAINTENANCE	\$38.85	236743	PARKS-ULTRA 6 PACK
	E 100-555510-240 REPAIR AND MAINTENANCE	\$12.95	236744	PARKS-OIL
	<b>Total EGELHOFF LAWNMOWER SERVICE</b>	\$59.20		
Unpaid	<b>EMC INSURANCE COMPANIES</b>			
	E 700-519400-510 PROPERTY INSURANCE	\$24,621.00	D-85100734	2017-2018 PROPERTY INSURANCE COVERAGE
	<b>Total EMC INSURANCE COMPANIES</b>	\$24,621.00		
Unpaid	<b>ENVIRONMENTAL SYSTEMS</b>			
	E 100-533110-318 GIS MAPPING	\$400.00	93400458	ENG-ARCGIS DESKTOP BASIC SINGLE USE

# CITY OF CEDARBURG

## \*Check Detail Register©

01/25/18 2:02 PM  
Page 3

JANUARY 2018

		Check Amt	Invoice	Comment
	<b>Total ENVIRONMENTAL SYSTEMS</b>	<b>\$400.00</b>		
Unpaid	<b>FIRST CHOICE TREE CARE, INC.</b>			
E 400-533311-854	STREET IMPROVEMENTS	\$20,700.00	25144	PO# ENG796-PRE-CONSTR TREE PRUNING
	<b>Total FIRST CHOICE TREE CARE, INC.</b>	<b>\$20,700.00</b>		
Unpaid	<b>FIVE CORNERS DODGE</b>			
E 100-533210-353	MAINTENANCE PARTS	\$38.16	114267	DPW-VEH#78-RELAYS
E 100-522120-240	REPAIR AND MAINTENANCE	\$71.01	35690	PD-VEH#2-LUBE/OIL/FILTER CHANGE
	<b>Total FIVE CORNERS DODGE</b>	<b>\$109.17</b>		
Unpaid	<b>FORESTRY SUPPLIERS</b>			
E 100-555510-380	EQUIPMENT/CAPITAL OUTLA	\$512.92	293087-00	PARKS-SAW HEAD/POLE
	<b>Total FORESTRY SUPPLIERS</b>	<b>\$512.92</b>		
Unpaid	<b>FUREY, JACOB M</b>			
G 100-261400	OVERPAYMENT OF TAXES	\$77.17	TAX REFUND	OVERPAYMENT OF 2017 TAXES
	<b>Total FUREY, JACOB M</b>	<b>\$77.17</b>		
Unpaid	<b>GEMPLER S</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$127.09	SI03972832	PARKS-WINTER BOOTS
E 100-555510-240	REPAIR AND MAINTENANCE	\$59.00	SI03984275	PARKS-ARTISAN D TAPE/DUST GOGGLES
E 100-555510-240	REPAIR AND MAINTENANCE	\$183.95	SI03984426	PARKS-DUST GOGGLES
	<b>Total GEMPLER S</b>	<b>\$370.04</b>		
Unpaid	<b>GENERAL COMMUNICATIONS, INC.</b>			
E 100-522410-316	RADIO EQUIPMENT	\$64.00	250061	EM-REPAIRS TO RADIO S#9612513
	<b>Total GENERAL COMMUNICATIONS, INC.</b>	<b>\$64.00</b>		
Unpaid	<b>HVA PRODUCTS INC</b>			
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$975.00	47962	LIBR-4/1/17-3/31/18 SERVICE CONTRACT
	<b>Total HVA PRODUCTS INC</b>	<b>\$975.00</b>		
Unpaid	<b>JM BRENNAN, INC.</b>			
E 100-518100-240	REPAIR AND MAINTENANCE	\$136.68	SALES000092	COMPLEX-OIL FOR AIR COMPRESSOR FOR CONTROLS
	<b>Total JM BRENNAN, INC.</b>	<b>\$136.68</b>		
Unpaid	<b>LARK UNIFORM OUTFITTERS INC</b>			
E 100-522120-346	UNIFORMS	\$302.95	257920	PD-NAVY JACKET/SGT STRIPES
E 100-522110-346	UNIFORMS	\$79.95	258424	PD-NAVY BLUE PANTS
	<b>Total LARK UNIFORM OUTFITTERS INC</b>	<b>\$382.90</b>		
Unpaid	<b>LIGHT AND WATER</b>			
G 100-256200	DUE TO LIGHT AND WATER	\$470.80	REFUND	OVERPAYMENT OF A/R INV 12815 ON LAKESIDE INTERNATIONAL BILL.
	<b>Total LIGHT AND WATER</b>	<b>\$470.80</b>		
Unpaid	<b>M SQUARED ENGINEERING LLC</b>			



# CITY OF CEDARBURG

## \*Check Detail Register©

01/25/18 2:02 PM

Page 4

JANUARY 2018

		Check Amt	Invoice	Comment
E 400-533311-854	STREET IMPROVEMENTS	\$15,082.50	17235	2018 STREETS-DESIGN/STAKING/AS-BUILT SURVEY/RECORD DRAWINGS
<b>Total</b>	<b>M SQUARED ENGINEERING LLC</b>	<b>\$15,082.50</b>		
<b>Unpaid</b>	<b>MALLERY &amp; ZIMMERMAN, SC.</b>			
E 100-516100-211	EXTRAORDINARY SERVICES	\$1,657.61	33446	LEGAL-12/6/17 SERVICES-AUGUST WEBER HAUS
<b>Total</b>	<b>MALLERY &amp; ZIMMERMAN, SC.</b>	<b>\$1,657.61</b>		
<b>Unpaid</b>	<b>MANAGERPLUS</b>			
E 100-533210-353	MAINTENANCE PARTS	\$449.00	262-375-76061	DPW-1/5/18-1/4/19 SOFTWARE AGREEMENT
<b>Total</b>	<b>MANAGERPLUS</b>	<b>\$449.00</b>		
<b>Unpaid</b>	<b>MID-STATE TECHNICAL COLLEGE</b>			
E 100-522110-390	OTHER EXPENSES	\$33.02	FEES/POSTA	RECORDS REQUEST-CHOJNACKI, STEVEN
<b>Total</b>	<b>MID-STATE TECHNICAL COLLEGE</b>	<b>\$33.02</b>		
<b>Unpaid</b>	<b>MOEGENBURG, CHUCK</b>			
E 100-518100-240	REPAIR AND MAINTENANCE	\$110.00	CLEANING	COMPLEX-1/3 & 1/15 CLEAN ENTRIES
<b>Total</b>	<b>MOEGENBURG, CHUCK</b>	<b>\$110.00</b>		
<b>Unpaid</b>	<b>MORaine PARK TECH COLLEGE-BUS</b>			
E 220-555390-372	SAFETY EQUIPMENT	\$190.00	S0064244	REC-CERT/SAFETY CARD FEES
<b>Total</b>	<b>MORaine PARK TECH COLLEGE-BUS</b>	<b>\$190.00</b>		
<b>Unpaid</b>	<b>NAPA AUTO PARTS</b>			
E 601-573845-240	REPAIR AND MAINTENANCE	\$20.89	5269-924098	CWRC-OIL DRY/NAPAGOLD OIL FILTER
<b>Total</b>	<b>NAPA AUTO PARTS</b>	<b>\$20.89</b>		
<b>Unpaid</b>	<b>NASSCO, INC.</b>			
E 100-522100-340	MAINTENANCE SUPPLIES	\$53.94	S2276510.001	PD-HERCULES RECYC CAN LINERS
<b>Total</b>	<b>NASSCO, INC.</b>	<b>\$53.94</b>		
<b>Unpaid</b>	<b>OFFICE DEPOT</b>			
E 260-555110-310	OFFICE SUPPLIES	\$85.81	995186340001	LIBR-DRY BOARD CLEANER/TISSUE
E 260-555110-310	OFFICE SUPPLIES	\$6.74	995186557001	LIBR-STAR STICKERS
E 260-555110-310	OFFICE SUPPLIES	\$17.71	995186558001	LIBR-FILE SORTER
E 260-555110-310	OFFICE SUPPLIES	\$99.80	995186559001	LIBR-MULTIPURPOSE LABELS
E 100-514200-310	OFFICE SUPPLIES	\$23.58	996652939001	ELECTIONS-FLAIR PENS
E 200-544210-350	OPERATING SUPPLIES	\$14.34	996652939001	CEM-SHEET PROTECTORS
E 100-514100-312	COMPUTER/COPIER SUPPLIE	\$15.96	996652939001	CNTRL DUP-PINK COPY PAPER
E 100-522310-310	OFFICE SUPPLIES	\$9.69	996654391001	B.I.-RUBBER BANDS SIZE 117
E 100-522110-310	OFFICE SUPPLIES	\$99.99	997111102001	PD-CHAIRMAT, TRIANGLE
E 100-522110-310	OFFICE SUPPLIES	\$335.97	997111198001	PD-HP TONER
E 100-515600-310	OFFICE SUPPLIES	\$6.89	997140863001	TREAS-FORAY BLUE PENS
E 100-555510-240	REPAIR AND MAINTENANCE	\$39.20	997140863001	PARKS-ENERGEL BLUE PENS
E 100-555510-240	REPAIR AND MAINTENANCE	\$26.99	997141100001	PARKS-LEGAL PADS
<b>Total</b>	<b>OFFICE DEPOT</b>	<b>\$782.67</b>		
<b>Unpaid</b>	<b>OLSEN S PIGGLY WIGGLY</b>			

## CITY OF CEDARBURG

01/25/18 2:02 PM

Page 5

**\*Check Detail Register©**

JANUARY 2018

		Check Amt	Invoice	Comment
E 100-519200-335	LEADERSHIP DEVELOPMENT	\$26.19	34324	1/24/18 EMPLOYEE MTG REFRESHMENTS
	<b>Total OLSEN S PIGGLY WIGGLY</b>	<b>\$26.19</b>		
Unpaid	<b>OWEN S OFFICE SUPPLIES</b>			
E 100-555510-310	OFFICE SUPPLIES	\$44.00	26480	PARKS-DAILY PROGRESS REPORTS PADS
E 100-522310-310	OFFICE SUPPLIES	\$245.00	26510	B.I.-3 PART ELECTRIC/WATER & HVAC PERMITS
E 601-573830-350	OPERATING SUPPLIES	\$62.50	26515	CWRC-BUS CARDS-HACKERT/GRULKOWSKI
E 100-522310-310	OFFICE SUPPLIES	\$98.00	26518	B.I.-3 PART BUILDING PERMITS
	<b>Total OWEN S OFFICE SUPPLIES</b>	<b>\$449.50</b>		
Unpaid	<b>OZAUKEE ACE HARDWARE</b>			
E 100-518100-350	OPERATING SUPPLIES	\$31.02	153676	COMPLEX-CORRUGATED SHEETS/ANGLE ALUM
E 100-518100-350	OPERATING SUPPLIES	\$70.58	153725	COMPLEX-THERMOMETER/HOSES
	<b>Total OZAUKEE ACE HARDWARE</b>	<b>\$101.60</b>		
Unpaid	<b>PITNEY BOWES GLOBAL FINANCIAL</b>			
E 100-522110-240	REPAIR AND MAINTENANCE	\$192.00	3305285347	PD-11/10/17-2/9/18 EQUIPMENT LEASE
	<b>Total PITNEY BOWES GLOBAL FINANCIAL</b>	<b>\$192.00</b>		
Unpaid	<b>POMP S TIRE SERVICE, INC.</b>			
E 100-533210-353	MAINTENANCE PARTS	\$1,090.16	430063743	DPW-TRANSFORC AT2 OWLS
E 100-533210-353	MAINTENANCE PARTS	\$112.70	430064253	DPW-TOWMAX STR II
	<b>Total POMP S TIRE SERVICE, INC.</b>	<b>\$1,202.86</b>		
Unpaid	<b>R A SMITH NATIONAL</b>			
G 100-239252	DEVELOPERS AGREE-PRAIRIE VI	\$120.00	135129	PRAIRIE VIEW PH 2-12/1/17 TO 12/31/17 RECORD DRAWINGS-
	<b>Total R A SMITH NATIONAL</b>	<b>\$120.00</b>		
Unpaid	<b>RAMBOLL ENVIRON US CORPORATION</b>			
E 400-533750-841	PROCHNOW	\$6,223.68	1690007289	PROCHNOW-6/1/17-12/31/17
E 400-533750-841	PROCHNOW	\$14,177.55	1690007292	PROCHNOW 11/1/17 TO 12/31/17
	<b>Total RAMBOLL ENVIRON US CORPORATION</b>	<b>\$20,401.23</b>		
Unpaid	<b>RAMIREZ-ST ONGE, ALETA</b>			
G 100-261400	OVERPAYMENT OF TAXES	\$40.05	TAX REFUND	OVERPAYMENT OF 2017 TAXES
	<b>Total RAMIREZ-ST ONGE, ALETA</b>	<b>\$40.05</b>		
Unpaid	<b>RICOH USA, INC</b>			
E 100-522110-240	REPAIR AND MAINTENANCE	\$991.08	9025097817	PD-2/1/18-4/30/18 EQUIPMENT LEASE
	<b>Total RICOH USA, INC</b>	<b>\$991.08</b>		
Unpaid	<b>SC SUPPLY COMPANY LLC</b>			
E 100-522410-240	REPAIR AND MAINTENANCE	\$861.76	28584	EM-PO# EM800-5 SAFETY BARRICADES
	<b>Total SC SUPPLY COMPANY LLC</b>	<b>\$861.76</b>		
Unpaid	<b>SHEFFIELD, MARY</b>			
E 100-566310-210	PROFESSIONAL SERVICES	\$2,252.50	CONTRACT	ECON DEV-JANUARY 2018 SERVICES
	<b>Total SHEFFIELD, MARY</b>	<b>\$2,252.50</b>		

## CITY OF CEDARBURG

01/25/18 2:02 PM

Page 6

**\*Check Detail Register©**

JANUARY 2018

		Check Amt	Invoice	Comment
Unpaid	<b>SHERRILL, INC.</b>			
E 100-555510-240	REPAIR AND MAINTENANCE	\$258.92	INV-400028	PARKS-CARABINER PADDLE/LEG STRAPS
E 100-555510-240	REPAIR AND MAINTENANCE	\$396.91	INV-400293	PARKS-ZENITH DIELECTRIC HELMET/VISOR ADAPTERS
	<b>Total SHERRILL, INC.</b>	<b>\$655.83</b>		
Unpaid	<b>SHERWIN INDUSTRIES, INC.</b>			
E 100-533311-240	REPAIR AND MAINTENANCE	\$111.10	SC039690	DPW-FIBER MIX BULK
	<b>Total SHERWIN INDUSTRIES, INC.</b>	<b>\$111.10</b>		
Unpaid	<b>SIoux SALES COMPANY THE POLICE</b>			
E 100-522120-380	EQUIPMENT/CAPITAL OUTLA	\$1,948.60	185366	PD-SMITH & WESSON PISTOLS
	<b>Total SIOUX SALES COMPANY THE POLICE</b>	<b>\$1,948.60</b>		
Unpaid	<b>STAIR, LEVI</b>			
G 100-261400	OVERPAYMENT OF TAXES	\$72.27	TAX REFUND	OVERPAYMENT OF 2017 TAXES
	<b>Total STAIR, LEVI</b>	<b>\$72.27</b>		
Unpaid	<b>SYMBIONT</b>			
E 601-573850-210	PROFESSIONAL SERVICES	\$160.00	46662	CWRC-WPDES PERMIT SUPPORT THRU 12/31/2017
	<b>Total SYMBIONT</b>	<b>\$160.00</b>		
Unpaid	<b>TIME WARNER CABLE-PO BOX 4639</b>			
E 100-533210-350	OPERATING SUPPLIES	\$166.77	707258501011	DPW-STOP 1-INTERNET
E 100-555510-220	Internet	\$166.77	707258501011	PARKS-STOP 1-INTERNET
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$108.99	707259901011	PD-STOP 2 - INTERNET
	<b>Total TIME WARNER CABLE-PO BOX 4639</b>	<b>\$442.53</b>		
Unpaid	<b>U. S. CELLULAR</b>			
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$28.14	229226761	EM MNGT CARD
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$20.47	229226761	CWRC-HIGHLAND LS
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$18.14	229226761	WWTP-TABLET
E 100-522310-225	TELEPHONE/COMMUNICATIO	\$48.64	229226761	B.I.-M. BAIER
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$18.14	229226761	JOEL BUBLITZ-TABLET
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$1.78	229226761	CWRC-W. HESS
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$43.64	229226761	CWRC-E. HACKERT
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$18.14	229226761	EM MNGT TABLET
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$28.14	229226761	EM MNGT CARD
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$18.14	229226761	KEVIN WESTPHAL-TABLET
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$18.14	229226761	IPAD PRO 12.9
E 100-533110-225	TELEPHONE/COMMUNICATIO	\$2.82	229226761	ENG-T. WIZA
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$43.64	229226761	PW-BILL HINTZ
E 100-518100-225	TELEPHONE/COMMUNICATIO	\$10.30	229226761	JAY BUNTROCK
E 100-533110-225	TELEPHONE/COMMUNICATIO	\$1.42	229226761	ENG-M. WIESER
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$0.58	229226761	EM MNGT
E 100-555145-225	TELEPHONE/COMMUNICATIO	\$2.98	229226761	SR CTR VAN
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$45.63	229226761	KEVIN WESTPHAL
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$43.64	229226761	WWTP DUTY PHONE

## CITY OF CEDARBURG

01/25/18 2:02 PM

Page 7

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JANUARY 2018

		Check Amt	Invoice	Comment
	<b>Total U. S. CELLULAR</b>	<b>\$412.52</b>		
Unpaid	<b>ULINE</b>			
E 100-522410-350	OPERATING SUPPLIES	\$1,075.42	93727383	EM-PO#EM801-6 DELUXE FOLDING TABLES
	<b>Total ULINE</b>	<b>\$1,075.42</b>		
Unpaid	<b>UNIFIRST CORPORATION</b>			
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$5.23	096 0996546	LIBR-HANDLE
E 601-573825-372	SAFETY EQUIPMENT	\$48.35	096 0997583	CWRC-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$48.20	096 0997588	DPW-UNIFORMS
E 601-573830-342	JANITORIAL SUPPLIES	\$47.23	096 0997600	CWRC-MATS/WIPERS
	<b>Total UNIFIRST CORPORATION</b>	<b>\$149.01</b>		
Unpaid	<b>USA BLUEBOOK</b>			
E 601-573830-340	MAINTENANCE SUPPLIES	\$254.04	459518	CWRC-NITRILE GLOVES/BIB/NOZZLE
	<b>Total USA BLUEBOOK</b>	<b>\$254.04</b>		
Unpaid	<b>UW-GREEN BAY</b>			
E 100-515600-320	PROF PUBLICATIONS AND DU	\$25.00	RENEWAL	TREAS-2018 WGFOA MEMBERSHIP RENEWAL
	<b>Total UW-GREEN BAY</b>	<b>\$25.00</b>		
Unpaid	<b>VEOLIA ES INDUSTRIAL SERVICES</b>			
E 601-573825-294	SLUDGE HAULING	\$9,744.00	1003-27039	CWRC-DECEMBER 2017 BIOSOLIDS HAULING
	<b>Total VEOLIA ES INDUSTRIAL SERVICES</b>	<b>\$9,744.00</b>		
Unpaid	<b>WASC C/O RITA MARTIN</b>			
E 100-555140-330	TRAVEL & TRAINING	\$75.00	MEMBERSHIP SR CTR-2018	MEMBERSHIP RENEWAL
	<b>Total WASC C/O RITA MARTIN</b>	<b>\$75.00</b>		
Unpaid	<b>WASTEWATER TRAINING SOLUTIONS</b>			
E 601-573825-372	SAFETY EQUIPMENT	\$360.00	TRAINING	CWRC-BASIC GENERAL WASTEWATER-DUSTIN MODER
	<b>Total WASTEWATER TRAINING SOLUTIONS</b>	<b>\$360.00</b>		
Unpaid	<b>WISCONSIN DEPT. OF REVENUE</b>			
E 100-515400-323	STATE OF WI FEES	\$1,506.47	MUNIC. FEE	ASSESSOR-2017 MUNICIPAL FEE FOR MFG PROPERTY ASSESSMENTS
	<b>Total WISCONSIN DEPT. OF REVENUE</b>	<b>\$1,506.47</b>		
	<b>111300 PWSB Checking</b>	<b>\$214,665.89</b>		

**CITY OF CEDARBURG**  
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01/25/18 2:02 PM  
Page 8

JANUARY 2018

	Check Amt	Invoice	Comment
<b>Fund Summary</b>			
<hr/>			
<b>111300 PWSB Checking</b>			
100 GENERAL FUND	\$22,550.89		
200 CEMETERY FUND	\$14.34		
220 RECREATION PROGRAMS FUND	\$190.00		
260 LIBRARY FUND	\$1,536.14		
300 DEBT SERVICE FUND	\$98,686.17		
400 CAPITAL IMPROVEMENTS FUND	\$56,183.73		
601 WATER RECYCLING CENTER	\$10,883.62		
700 RISK MANAGEMENT FUND	\$24,621.00		
	<hr/>		
	\$214,665.89		

**CITY OF CEDARBURG**

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Page 1

JANUARY 2018

	Check Amt	Invoice	Comment
<b>111300 PWSB Checking</b>			
Unpaid			<b>JAMES IMAGING SYSTEMS, INC.</b>
E 100-514700-385 EQUIPMENT OUTLAY	\$338.24	21780998	1ST FLOOR-10/27-12/1/2017-COPIER RENTAL
E 100-514700-385 EQUIPMENT OUTLAY	\$297.62	21780998	2ND FLOOR-10/27-12/1/2017-COPIER RENTAL
E 100-555510-350 OPERATING SUPPLIES	\$366.58	21780998	REC-10/27-12/1/2017-COPIER RENTAL
E 100-514700-385 EQUIPMENT OUTLAY	\$485.81	21944124	1ST FLOOR-12/1/17-1/2/18 COPIER RENTAL
E 100-514700-385 EQUIPMENT OUTLAY	\$370.02	21944124	2ND FLOOR-12/1/17-1/2/18 COPIER RENTAL
E 100-555510-350 OPERATING SUPPLIES	\$427.28	21944124	REC-12/1/17-1/2/18 COPIER RENTAL
<b>Total JAMES IMAGING SYSTEMS, INC.</b>	<b>\$2,285.55</b>		
<b>111300 PWSB Checking</b>	<b>\$2,285.55</b>		

**Fund Summary**

<b><u>111300 PWSB Checking</u></b>	
100 GENERAL FUND	\$2,285.55
	<u>\$2,285.55</u>





City of Cedarburg

# City Administrator's Report

February 8, 2018

## 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 base of the monopole was installed on Monday and Tuesday.

The Public Works and Sewerage Commission will be considering the engineering design proposals for the replacement of the highland lift station tonight.

Design work has started for the 2018 Street & Utility project.

**Parks, Recreation & Forestry**— The Forestry crew has been working on pruning, tree removals and crown raising. The Parks crew has been clearing the ice for skating.

The crews will go online this week with the tree database (ARC GIS), which will streamline record keeping. They will also be utilizing Google Calendar for summer park rental setups.

The Service Request software will be introduced on February 15 to a core group of Department Heads to start the program. It will be expanded to all departments at a later time.

After review and approval by the Parks, Recreation & Forestry Board the Prairie View Shelter should be completed by July.

The Recreation Department will be partnering with the Dawgs football program this year.

**Library**— The Cedarburg Friends of the Library will be having a Winter Book Sale from Friday, February 16 to Sunday, February 18 during regular Library hours. The sale includes adult and children's fiction titles, all \$3 or less.

An opening reception was held on Monday, February 5 for the ZIP MKE art exhibit. Since its founding in September 2016, ZIP MKE has collected almost 2,000 photographs depicting the diversity, beauty, and unique character of the people, places, and events in all 28 Zip Codes of the City of Milwaukee. From February 1—28, ZIP MKE will exhibit almost 300 photographs at the Cedarburg Public Library.

Director Pierschalla is currently interviewing for a part-time Youth Services Librarian. She is also accepting applications for a part-time Custodian and will be accepting applications for a part-time Aide at the end of February after a retirement.

The League of Wisconsin Municipalities featured articles on libraries in the February edition of *The Municipality* that are worth reading.

**Water Recycling Center**— Due to the snow and cold weather, the Center will be working on some maintenance items. Bids will be reviewed to replace three flat roofs on the Water Recycling Center.

**Senior Center**— The Center's Mega Rummage Sale will be held on Saturday, February 24 (9 am—3 pm.).

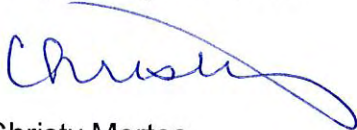
**Police**— Patrol Officer Steven Chojnacki began working for the Department last Monday. He comes with three years of experience in Price County. A new patrol officer will begin next Monday and he has two years of experience with the Milwaukee County Sheriff's Department. They have started the background investigation on a dispatcher applicant.

**Administrator**— The 2017 property tax collection closed on Monday for the Treasurer's office. The Department will be preparing for the yearly audit to be done in March.

The Plan Commission looked at the detailed plans for site, landscaping, lighting, Stormwater Management Plan, Certified Survey Map and Development Agreement for the Arrabelle project on Monday night.

Tomorrow I will be meeting with area Administrator's to review the Mequon Fire Department Staffing Study and discuss area department needs in the future.

Respectfully submitted.



Christy Mertes  
City Administrator



## 2018 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Addition/Alteration	7												7
Commercial Additions/Alterati	1												1
Heat/Vent	31												31
Plumbing	30												30
Electrical	41												41
Occupancy	4												4
TOTAL VALUE TO CITY	160,010												160,010
<b>INSPECTIONS</b>													
MICHAEL BAIER	114												114
ROGER KISON	4												4

## **PROCLAMATION**

**WHEREAS**, Lions Clubs are changing the world one community at a time, by addressing needs at home and around the globe. Lions Club members are 1.4 million men and women who believe that kindness matters. And when they work together, they can achieve bigger goals; and

**WHEREAS**, the Cedarburg Lions Club was chartered back in 1947 and is composed of volunteers who dedicate their time to the betterment of our community and aiding those in need; and

**WHEREAS**, the Cedarburg Lions Club began sponsoring the Cedarburg Community Blood Drive, upon the request of the Blood Center of Wisconsin, in January 2009 where it has grown from an average of 42 donors to 149 over nine years; and

**WHEREAS**, this valuable life giving resource provides blood to various recipients in our area, the Cedarburg Lions Club is working to increase the importance of blood donation by sponsoring blood drives six times a year; and

**WHEREAS**, the Cedarburg Lions Club reached the milestone of welcoming the 5,000<sup>th</sup> donor on February 8, 2018; and

**WHEREAS**, it is fitting that members of this worthwhile organization be recognized for the outstanding services they provide to Cedarburg and other communities in this State and elsewhere around the world:

**NOW THEREFORE**, I, Kip Kinzel, Mayor of the City of Cedarburg, in recognition of this important milestone congratulate the Cedarburg Lions Club on behalf of the citizens of Cedarburg for many years of valuable service.

Dated this 12<sup>th</sup> day of February 2018.

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Kip Kinzel, Mayor

Attest:

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Constance K. McHugh, City Clerk