

**CITY OF CEDARBURG  
MEETING OF COMMON COUNCIL  
MONDAY AUGUST 9, 2021 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, August 9, 2021 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us).

**AGENDA**

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome and Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. PRESENTATION
  - A. Presentation by Enterprise Fleet Management on Leasing and Fleet Management Program
8. APPROVAL OF MINUTES – July 7 and July 26, 2021 Common Council Minutes\*
9. NEW BUSINESS
  - A. Consider Extraterritorial land division request from Eric and Erin Froemming to split their 32.39-acre parent parcel of land located at 1375 Horns Corners Road into 4 separate parcels; and action thereon\*
  - B. Consider Final Plat and Development Agreement approval of the Hidden Grove Subdivision located at N104 W6620 Susan Lane; and action thereon\*
  - C. Consider request from Michael Jackson of C. Wiesler's for an Amplified Music/Sound Permit in an outdoor alcohol beverage seating area at W61 N493 Washington Avenue; and action thereon\*

- D. Discussion on hiring a consultant for planning for Smart Growth area #2; and action thereon\*
- E. Consider License/Permit applications; and action thereon\*\*\*
  - 1. Consider approval of new Operator License applications for the period ending June 30, 2022 for: Robert H. Bornstein, Elliot J. Cunningham, Stacy R. Dahl, Megan L. Miller, Kevin J. Parins, and Brian A. Vorpapel.
  - 2. Consider approval of renewal Operator License applications for the period ending June 30, 2022 for: Stephen C. Bicek, Stephen S. Ladd, and Brady S. Curtis.
  - 3. Authorize granting of Temporary Class "B"/"Class B" Retailer's license to Cedarburg Friends of Parks & Recreation for Country in the Burg, Cedar Creek Park, N52 W5925 Portland Road for August 27 and 28, 2021 from 3:00 p.m. to sales until 10:00 p.m. and consumption until 10:30 p.m.\*
- F. Consider payment of bills dated 07/03/2021 through 07/30/2021, transfers for the period 07/21/2021 through 07/30/2021 and payroll for period 07/11/2021 through 07/24/2021; and action thereon\*

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report\*
- B. Building Inspection Report\*

11. COMMUNICATIONS

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

12. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85 (1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee subject to the jurisdiction or authority of the governing body. More specifically to discuss item B.

- A. Approval of July 26, 2021 closed session minutes
- B. Discuss City Administrator Evaluation and Compensation

13. RECONVENE TO OPEN SESSION

14. ADJOURNMENT

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

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

\*\* *Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting and one opportunity at the end of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments.*

\*\*\* *Information available through the Clerk's Office.*

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.

To request reasonable accommodation, contact the Clerk's Office,  
(262) 375-7606, email: [cityhall@ci.cedarburg.wi.us](mailto:cityhall@ci.cedarburg.wi.us).

08/05/21 tas



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

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



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

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

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



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

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

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

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



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

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

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

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

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

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

**CITY OF CEDARBURG  
COMMON COUNCIL  
July 7, 2021**

**CC20210707-1  
UNAPPROVED**

A special meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, July 7, 2021 at City Hall, W63 N645 Washington Avenue, second floor Council Chambers, and online utilizing the Zoom app.

Mayor O’Keefe called the meeting to order at 6:00 p.m.

A moment of silence took place followed by the Pledge of Allegiance.

Roll Call:           Present - Mayor Michael O’Keefe, Council Members Jack Arnett, Patricia Thome, Barbara Lythjohan, Sherry Bublitz (attended via Zoom), Kristin Burkart, Rick Verhaalen

Excused – Council Member Robert Simpson

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette

**STATEMENT OF PUBLIC NOTICE**

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS** – None

**PUBLIC HEARING**

**A PUBLIC HEARING TO CONSIDER THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CEDARBURG AND THE TOWN OF CEDARBURG TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT**

Mayor O’Keefe opened the Public Hearing at 6:05 p.m. to consider the Intergovernmental Agreement between the City of Cedarburg and the Town of Cedarburg to provide for orderly growth and development.

Attorney Herbrand explained the agreement was approved; however, a public hearing was required of the City of Cedarburg and Town of Cedarburg. He further explained that a Resolution is required to be approved by the City and Town as well.

Council Member Verhaalen addressed the topic of Town Incorporation. Attorney Herbrand explained the spirit and intent of the agreement is that Incorporation on the Town’s behalf would not take place until the agreement expires.

Council Member Thome expressed appreciation of the efforts involved on behalf of the City and Town staff to make this agreement happen.

No members of the public were in attendance.

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to close the Public Hearing at 6:11 p.m. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Thome and Lythjohan voting aye and Council Member Simpson excused.

**A PUBLIC HEARING TO ALTER HILLTOP DRIVE FOR AN OFFICIAL TOWN LINE HIGHWAY CONNECTION ON THE LINE BETWEEN HILLTOP DRIVE IN THE TOWN OF CEDARBURG AND FORWARD WAY IN THE CITY OF CEDARBURG**

Mayor O'Keefe opened the Public Hearing at 6:12 p.m. to alter Hilltop Drive for an official Town line highway connection on the line between Hilltop Drive in the Town of Cedarburg and Forward Way in the City of Cedarburg.

Attorney Herbrand explained Wisconsin State Statute §82.11(1) specifies that a separate public hearing is required for a proposed road connection. The actual terms and conditions of the road connection may be found in the Intergovernmental Agreement.

No members of the public were in attendance.

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to close the public hearing at 6:15 p.m. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Thome and Lythjohan voting aye and Council Member Simpson excused.

**NEW BUSINESS**

**CONSIDER RESOLUTION NO. 2021-11 APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CEDARBURG AND THE TOWN OF CEDARBURG; AND ACTION THEREON**

A motion was made by Council Member Bublitz, seconded by Council Member Thome, to approve Resolution No. 2021-11 approving the Intergovernmental Agreement between the City of Cedarburg and the Town of Cedarburg. Motion carried unanimously with Council Member Simpson excused.

**CONSIDER RESOLUTION NO 2021-12 TO ALTER HILLTOP DRIVE TO CONNECT IT TO FORWARD WAY IN THE CITY OF CEDARBURG AND ADOPTION OF A HIGHWAY ORDER; AND ACTION THEREON**

A motion was made by Council Member Thome, seconded by Council Member Lythjohan, to approve Resolution No. 2021-12 to alter Hilltop Drive to connect it to Forward Way in the City of Cedarburg and Adoption of a Highway Order. Motion carried unanimously with Council Member Simpson excused.

**CONSIDER ADDENDUM #2 BETWEEN WISCONSIN ELECTRIC POWER COMPANY  
AND THE CITY OF CEDARBURG REGARDING A SET OF PEDESTRIAN CROSSWALK  
RETRACTABLE CROSSARMS**

Administrator Hilvo explained Addendum #2 between Wisconsin Electric Power Company and the City of Cedarburg regarding a set of Pedestrian Crosswalk Retractable Crossarms will be partially funded by a donor. Proper permitting has been submitted to the City of Cedarburg.

A motion was made by Council Member Bublitz, seconded by Council Member Thome, to approve Addendum #2 between Wisconsin Electric Power Company and the City of Cedarburg regarding a set of Pedestrian Crosswalk Retractable Crossarms. Motion carried unanimously with Council Member Simpson excused.

Administrator Hilvo thanked Attorney Herbrand, Town Administrator Ryer, the Town Board, Common Council, and everyone who worked on the Intergovernmental Agreement and Highway Connection.

**ADJOURNMENT**

A motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 6:21 p.m. Motion carried without a negative vote with Council Member Simpson excused.

Tracie Sette  
City Clerk



**CITY OF CEDARBURG  
COMMON COUNCIL  
July 26, 2021**

**CC20210726-1  
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, July 26, 2021, at City Hall, W63 N645 Washington Avenue, second floor Council Chambers, and online utilizing the Zoom app.

Mayor O’Keefe called the meeting to order at 7:00 p.m.

Roll Call: Present - Mayor Michael O’Keefe, Council Members Jack Arnett, Patricia Thome, Barbara Lythjohan, Sherry Bublitz, Robert Simpson, Kristin Burkart

Excused – Council Member Rick Verhaalen

Also Present - City Administrator Mikko Hilvo, Attorney Jonathan Woodward, City Clerk Tracie Sette, news media and interested citizens.

**STATEMENT OF PUBLIC NOTICE**

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS**

A comment was made by Richard Didier, W60 N859 Sheboygan Road. His concern is about the lack of sidewalks on the northern end of Sheboygan Road where the speed limit is 45 miles per hour. He contacted the Department of Motor Vehicles and they are not interested in reducing the speed limit. He requested the city install sidewalks, however, Mayor O’Keefe explained that may be property owned by the Town of Cedarburg.

**APPROVAL OF MINUTES**

A motion was made by Council Member Thome, seconded by Council Member Bublitz to approve the July 12, 2021 Common Council minutes. Motion carried without a negative vote with Council Member Verhaalen excused.

Immediately following the approval of minutes, Mayor O’Keefe took up agenda item (9a) Oath of Office for Patrol Officers Jonathan Schemenauer and Brandon Becker. Police Chief Frank introduced both officers and Clerk Sette administered the oaths of office.

**PRESENTATION**

Police Chief Frank presented the 2020 Police Department Annual Report. The following crime statistics were included with his report.

	2020 Statistics	2019 Statistics
Violent Crimes	6	1
Property Crimes	79	93
Stolen Property	\$91,068	\$44,037
Felony Arrests	32	12
Misdemeanor Arrests	75	57
Accidents	190	233

**Department Activity**

Reports Investigated	670	675
Calls for Service	25,805	28,033
Persons Assisted	2,605	2,726
Citizens at Station	5,175	6,526
Phone Calls	9,838	10,267
911 Calls	4,204	3,700
Alarms	87	93
Non Traffic Arrests	191	258
Traffic Arrests	919	1,569
Non Traffic Warnings	219	211
Traffic Warnings	3,601	4,592
Speeding	85	121
OAWI	31	44

**Drug Offenses**

Adult Alcohol Arrests	9	18
Juvenile Alcohol Arrests	1	21
Tobacco Violations	12	29
Drug Offenses	39	60

Chief Frank summarized various services the Police Department performed for the community in 2020.

- 106,140 door checks (112 found open)
- 1,442 vacation checks
- 88 vehicle lockouts
- 961 rescue calls
- 230 fire calls

The department also participated in Safety Town/Safety Camp, School Liaison Officer program, inspected child safety seats, participated in National Night Out, informed citizens via social media platforms, held public meetings, participated in Bicycle Safety programs and patrol, Cops and Bobbers, and completed 674 vehicle registrations.

Chief Frank highlighted (2) retirements in 2020; Captain Glenn Lindberg and Sergeant Scott Miller. Also, two new officers were hired; James Bailey and Anthony (TJ) Schlice.

Chief Frank further explained how Cedarburg Police Department is represented in Multijurisdictional Units in Ozaukee County.

In 2020, the Department purchased two (2) marked patrol vehicles, Axon video body cams and Bolo Wraps.

The Department employs twelve (12) school crossing guards located at seven (7) intersections within the City. There are also fourteen (14) members of the Emergency Government Auxiliary Police.

Chief Frank also highlighted seven (7) members of the Department who received awards in 2020.

### **NEW BUSINESS**

#### **CONSIDER RECOMMENDATION OF POLICE CHIEF TO DENY NEW OPERATOR'S LICENSE APPLICATION OF MICHAEL J. MORALES; AND ACTION THEREON**

Police Chief Frank explained that during a background check it was discovered that Michael J. Morales was involved in a very serious investigation in 2015. A renewal application from Michael J. Morales came before the Council in 2016, however, due to the charges in 2015, the Council denied the renewal.

A motion was made by Council Member Bubnitz, seconded by Council Member Simpson to deny the new Operator's license application of Michael J. Morales following the recommendation of Police Chief Frank. Motion carried without a negative vote with Council Member Verhaalen excused.

#### **CONSIDER RECOMMENDATION OF APPROVAL FOR PROPOSED MURAL TO BE INSTALLED ON THE NORTH WALL OF THE FIDDLEHEADS BUILDING LOCATED AT W62 N605 WASHINGTON AVENUE; AND ACTION THEREON**

Fiddleheads requested to install a mural on the north wall of their building in the historic downtown district. This request required Landmarks Commission approval for the installation of the mural and Public Art Committee approval for the content of it. Both committees met independently and have made their recommendations to approve the mural.

All seven Council members, including the Mayor, received feedback from constituents expressing disapproval of the mural and that it does not fit the aesthetics of historic downtown Cedarburg. The Council also discussed how restrictive the Landmark's Commission may be on downtown businesses with respect to colors and building materials on the exterior side of the buildings. The Council was in agreement that a set of standards should be in place for the Public Art Commission and Landmark Commission to better determine suitability of future applications for murals such as this. The Council also agreed that the mural is a beautiful piece of artwork, however, it does not reflect the historic downtown nature of Cedarburg.

Judy Jepson of Landmark's Commission expressed her disapproval of the mural despite the Landmark's Commission voting in favor.

Raymond Marcy, Owner of Fiddleheads Coffee Roasters, is celebrating 25 years in business and is planning to install murals in all Fiddlehead locations. He feels the mural reflects the current year/time we are in. The artist, Emma Daisy, is a nationally recognized muralist.

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to table the mural to be installed on the north wall of Fiddleheads. Motion carried without a negative vote with Council Member Verhaalen excused.

**CONSIDER ORDINANCE NO. 2021-15 TO DEFINE THE PLACING OF CHAIRS FOR JULY 4<sup>TH</sup> FIREWORKS; AND ACTION THEREON**

Council members unanimously received overwhelming feedback from constituents and downtown businesses in favor of keeping the chair reservations no earlier than 8:00 a.m. the day of the July 4<sup>th</sup> parade. The business owners felt placing of chairs the evening prior to the parade hindered business and invoked tension & unwanted disputes.

Ann Denk of Wyndrose Jewelry agreed with the Council and would be in favor of keeping the ordinance as is with chair placement allowed beginning at 8:00 a.m. the day of the parade.

Since Ordinance No. 2021-14 currently prohibits the placing of chairs along the parade route prior to 8:00 a.m. the day of the parade, the Council took no action.

**CONSIDER REQUEST OF MICHAEL JACKSON OF C. WIESLER'S TO AMEND THE PREMISE DESCRIPTION OF ITS CLASS "B" BEER AND "CLASS B" LIQUOR LICENSE AT W61 N493 WASHINGTON AVE TO SERVE BEER AND LIQUOR IN AN ENCLOSED AREA IN THE PARKING LOT FOR AN EVENT TO BE HELD ON SEPTEMBER 18, 2021; AND ACTION THEREON**

Michael Jackson of C. Wiesler's is seeking permission to amend its premise description to serve beer and liquor in an enclosed area in the parking lot on September 18, 2021. This would be for a one-time event only to end at 11:00 p.m. for the Class of 1985 reunion.

A motion was made by Council Member Bublitz, seconded by Council Member Thome to approve the application from C. Wiesler's to amend the premise description of its Class "B" beer and "Class B" liquor license at W61 N493 Washington Ave to serve beer and liquor in an enclosed area in the parking lot for an event to be held on September 18, 2021. Motion carried without a negative vote with Council Member Verhaalen excused.

**DISCUSSION ON REVISED STRATEGIC PLAN; AND ACTION THEREON**

Administrator Hilvo explained the goal of the revised Strategic Plan is to bring into focus a clear vision statement and guiding principles for all Boards, Committees, and Commissions. He explained each segment of the revised vision statement: *To be a safe and welcoming city with an emerging urban vibrancy guided by a "small town" sense of community*

He further described the guiding principles:

- 1) We will seek to preserve the historic, “small town” character.
- 2) We will promote a vibrant, safe, and active Downtown.
- 3) We will provide high level of government services.
- 4) We will promote responsible and well-managed growth.
- 5) We will provide a safe, healthy, and inclusive community.
- 6) We will provide quality educational and recreational opportunities for all.
- 7) We will preserve and provide community open spaces, natural areas, and accessible parks and trails.
- 8) We will promote Cedarburg as a tourist destination.
- 9) We will collaborate and develop partnerships with neighboring communities and local organizations to deliver quality programs, facilities, and services in a fiscally responsible manner.

Council Members Burkart and Bublitz expressed concern with the term urban vibrancy. They do not see Cedarburg as having urban vibrancy which sparked a discussion regarding the definition of urban vibrancy.

Council Member Thome felt there is a slowly occurring vibrancy beginning to happen in Cedarburg.

Council Member Arnett explained that the company hired to do the branding interviewed hundreds of visitors, citizens, and dozens of community leaders of Cedarburg when the new branding discussions were taking place. Perhaps data from those interviews might better define the culture of Cedarburg.

#### **CONSIDER LICENSE/PERMIT APPLICATIONS; AND ACTION THEREON**

A motion was made by Council Member Burkart, seconded by Council Member Bublitz to approve the new Operator License applications for the period ending June 30, 2022 for Sherry D.M. Bentz, William T. Erbes, Roy G. Maumee, Raymond J. Tollefson, and Lynda K. Wachter. Motion carried without a negative vote with Council Member Verhaalen excused.

A motion was made by Council Member Burkart, seconded by Council Member Bublitz to approve the renewal Operator License applications for the period ending June 30, 2022 for:

Evan N. Bray	Dennis F. Jaeger	Robert M. Nash
Elizabeth M. Bursten	Sarah N. Jellen	Richard J. Roden
Terri J. Daute	Dennis H. Loberger	Robert Roden
Julie B. Gottfried	Neal C. Maciejewski	Jeannette M. Schupp
LeRoy C. Haeuser	Bradley J. Mayer	Kari S. M. Schwartz
Lori A. Haeuser	Antonija Mitt	Warren D. Seifert
Mark J. Hilgendorf	Judith A. Murphy	

Motion carried without a negative vote with Council Member Verhaalen excused.

#### **CONSIDER PAYMENT OF BILLS DATED 06/19/2021 THROUGH 07/02/2021, TRANSFERS FOR THE PERIOD 07/03/2021 THROUGH 07/20/2021 AND PAYROLL FOR PERIOD 06/27/2021 THROUGH 07/10/2021; AND ACTION THEREON\***

Motion made by Council Member Burkart, seconded by Council Member Thome, to approve payment of bills dated 06/19/2021 through 07/02/2021, transfers for the period 07/03/2021 through 07/20/2021 and payroll for the period 06/27/2021 through 07/10/2021. Motion carried without a negative vote with Council Member Verhaalen excused.

### **ADMINISTRATOR'S REPORT**

In addition to the Administrator's report included in the packet, Administrator Hilvo informed the Council of staffing changes. Gretel Pitre is the new Senior Center Director, replacing Aubrey Suppinger who resigned last month. Custodian Jay Buntrock announced his retirement will be effective August 20, 2021. Public Works Crewperson Don Hahn will be retiring August 13, 2021.

### **CLERK'S REPORT**

Clerk Sette provided a copy of the Code of Ethics Certification to the Council. There were three (3) committees not certified yet, however, the Ethics Code will be placed on the next agenda for those committees' review and certification.

Clerk Sette explained that the Census processing is delayed due to Covid-19, so population results won't be released to municipalities until mid-August. The county will then have 60 days to complete redistricting before any municipalities may begin the process. The deadline for redistricting completion is December 1, 2021.

### **COMMENTS AND SUGGESTIONS FROM CITIZENS** – None

### **COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Member Lythjohan was at Brandywine last Friday evening and noticed competing amplified music from surrounding businesses. Amplified music during Summer Sounds should not exceed 80 decibels.

Council Member Burkart encourages residents to stay informed on Council business by clicking the Notify Me button on the City website and completing the page. Council Member Arnett mentioned perhaps holding live broadcasts of Council meetings as a way for people to stay informed.

Council Member Bublitz explained the lack of sidewalk on Sheboygan Avenue is a problem and she would like this topic placed on a future Council agenda.

### **MAYOR'S REPORT**

Mayor O'Keefe explained the Police and Fire Commission has the ultimate authority to hire the next Police Chief and they are currently focusing on internal candidates.

### **ADJOURNMENT - CLOSED SESSION**

A motion was made by Council Member Thome, seconded by Council Member Bublitz, at 8:41 p.m., to adjourn to closed session pursuant to State Statute 19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee subject to the jurisdiction or authority of the governing body. Specifically discussed was the Administrator's evaluation. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Thome, Lythjohan, Simpson and Burkart voting aye and Council Member Verhaalen excused. (6-0)

**RECONVENE TO OPEN SESSION**

Open session reconvened at 9:49 p.m.

**ADJOURNMENT**

A motion made by Council Member Arnett and seconded by Council Member Simpson to adjourn the meeting at 9:50 p.m. Motion carried without a negative vote with Council Member Verhaalen excused.

Tracie Sette  
City Clerk

## CITY OF CEDARBURG

**MEETING DATE:** August 9, 2021

**ITEM NO:** 9.A.

**TITLE:** Consider Extraterritorial land division request from Eric and Erin Froemming to split their 32.39-acre parent parcel of land located at 1375 Horns Corners Road into 4 parcels separate parcels; and action thereon

**ISSUE SUMMARY:** The applicant's Town of Cedarburg parcel is located way out on Horns Corners Road but within the City's extraterritorial plat approval jurisdiction and therefore approval from the City of Cedarburg is required. Because this land division will result in the dedication of public right-of-way, both Plan Commission and Common Council approval are required.

Specifically, the applicant is requesting to split his 32.39-acre parent parcel of land located at 1375 Horns Corners Road into 4 parcels: one 4.6231-acres, one 4.6574-acres, one 4.5951-acres, and one 18.3106-acres in size. Each site will be supported by an onsite septic system and a private well.

**Staff Comments:**

This CSM was reviewed and approved by the Town of Cedarburg Plan Commission at their June 16, 2021, meeting. Following your recommendation, this CSM will be placed on our next Common Council agenda for final approval. Your approval is recommended subject to the conditions of the June 21, 2021, Town Plan Commission meeting.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** At their August 2, 2021, meeting, the Plan Commission recommended approval by unanimous vote

**BUDGETARY IMPACT:** N/A

**ATTACHMENTS:**

- Minutes from the August 2, 2021, Plan Commission meeting.
- Certified Survey Map

**INITIATED/REQUESTED BY:** Eric and Erin Floemming. Owner

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



# CERTIFIED SURVEY MAP NO.

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

## LEGEND:

- - INDICATES Section Corner (See Plan for Details)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot, unless noted otherwise.
- - INDICATES "Found" 1" iron pipe, unless noted otherwise.

## PREPARED FOR:

ERIC AND ERIN FROEMMING  
1375 HORNS CORNERS RD.  
CEDARBURG, WI 53012



## PREPARED BY:

TRIO ENGINEERING, LLC  
4100 N. CALHOUN RD. SUITE 300  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480  
FAX: 262-790-1481

## LOCALITY MAP:

S.E. 1/4 SEC. 17,  
T. 10 N., R. 21 E.  
SCALE: 1"=2000'

## SETBACKS PER

### A-1 ZONING

LOT 2  
FRONT = 100'  
SIDE = 100'  
REAR = 100'  
MAX HEIGHT = 42'  
(PRINCIPLE BLDG)

## SETBACKS PER

### E-1 ZONING

LOT 1, 3, AND 4  
FRONT = 100'  
SIDE = 40'  
REAR = 40'  
MAX HEIGHT = 42'

## SW. CORNER OF THE

SE 1/4  
SEC. 17-10-21  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FND. CONC. MON. W/  
BRASS CAP  
N-488,09.56  
E-2,523,002.61

## NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE S.E. 1/4 OF SECTION 17, TOWN 10 NORTH, RANGE 21 EAST, BEARS S87°56'13"W.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATION LINES AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.
- THERE SHALL BE NO DIRECT VEHICULAR INGRESS OR EGRESS TO STATE HIGHWAY "60" FROM LOT 2. IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S.236.293 OF THE WISCONSIN STATUTES AND SHALL BE ENFORCED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND WAUKESHA COUNTY.
- THE WETLANDS, PRIMARY ENVIRONMENTAL CORRIDOR (PEC), AND ISOLATED NATURAL RESOURCE AREA (INRA) WERE TAKEN FROM SEWRPC RECORDS. SHORELAND ZONING LIMITS AND FLOODLINE WERE TAKEN FROM COUNTY GIS.
- AN IMPACT FEE FOR THE NEW LOT SHALL BE PAID PER TOWN CODE.
- A 12' WIDE TURNOUT IS REQUIRED EVERY 250' ALONG THE EXISTING DRIVE PER SEC. 279-6(D).

DRAFTED THIS 17th DAY OF MAY, 2021. REVISED THIS 30th DAY OF JUNE, 2021.  
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119

JOB NO. 21-019-1120-01  
SHEET 1 OF 6

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

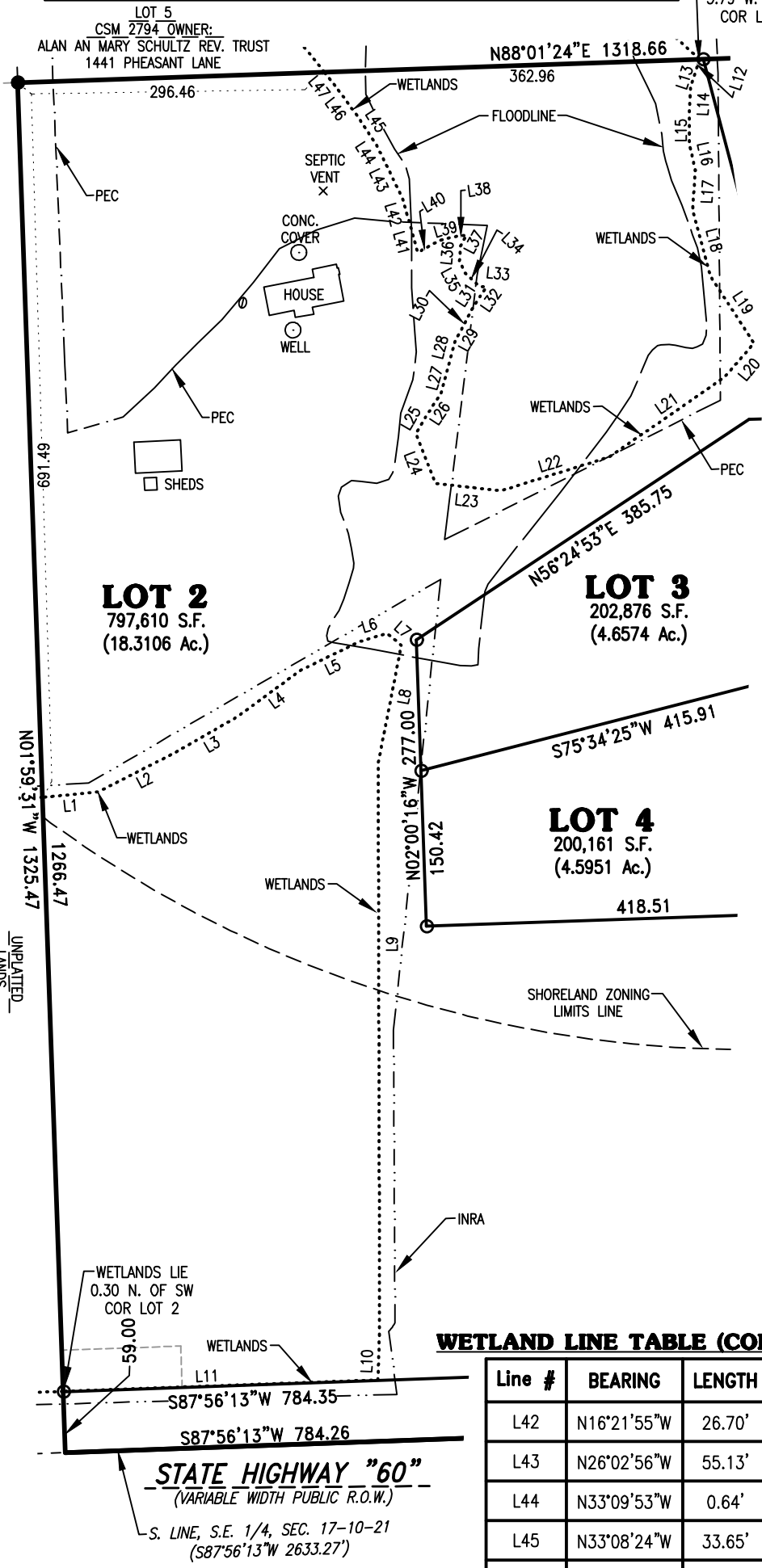
"WETLAND DETAIL SHEET"

WETLAND LINE TABLE:

Line #	BEARING	LENGTH
L1	N84°19'46"E	54.06'
L2	N62°57'56"E	82.90'
L3	N60°05'15"E	69.41'
L4	N53°44'22"E	76.76'
L5	N64°04'45"E	62.79'
L6	N73°12'51"E	28.17'
L7	S49°47'11"E	17.96'
L8	S11°06'29"W	116.14'
L9	S0°08'35"E	545.83'
L10	S1°46'41"W	50.52'
L11	S87°55'12"W	304.43'
L12	S17°40'48"W	9.98'
L13	S17°41'08"W	18.93'
L14	S2°17'29"W	29.84'
L15	S0°00'00"E	23.85'
L16	S12°48'20"E	26.90'
L17	S3°56'13"W	39.06'
L18	S15°07'26"E	65.71'
L19	S33°06'03"E	77.35'
L20	S40°54'32"W	43.56'
L21	S55°18'17"W	135.53'
L22	S72°41'58"W	109.53'
L23	N83°44'24"W	63.89'
L24	N21°22'20"W	51.58'
L25	N29°58'08"E	17.89'
L26	N32°56'47"E	27.85'
L27	N15°23'16"E	34.26'
L28	N14°39'12"E	18.73'
L29	N29°38'32"E	15.30'
L30	N26°16'33"E	17.97'
L31	N32°41'02"E	17.72'
L32	N34°47'24"E	9.12'
L33	N83°59'33"W	6.56'
L34	N47°29'25"W	18.78'
L35	N26°33'51"W	12.90'
L36	N4°23'55"E	15.04'
L37	N28°36'39"E	11.94'
L38	S81°45'41"W	13.58'
L39	S74°36'21"W	13.72'
L40	S61°01'51"W	23.33'
L41	N15°24'35"W	28.71'

WETLAND LINE TABLE (CONT.):

Line #	BEARING	LENGTH
L42	N16°21'55"W	26.70'
L43	N26°02'56"W	55.13'
L44	N33°09'53"W	0.64'
L45	N33°08'24"W	33.65'
L46	N36°18'21"W	37.09'
L47	N38°36'26"W	16.62'



DRAFTED THIS 17th DAY OF MAY, 2021. REVISED THIS 30th DAY OF JUNE, 2021.  
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119

JOB NO. 21-019-1120-01  
SHEET 2 OF 6

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

**BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 10 NORTH,  
RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.**

**SURVEYOR'S CERTIFICATE:**

STATE OF WISCONSIN            )  
  )ss  
COUNTY OF WAUKESHA        )

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped a part of the Southeast 1/4 of the Southeast 1/4 of Section 17, Town 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southeast 1/4 Section; Thence South 87°56'13" West along the South line of said Southeast 1/4 Section, 532.37 feet to the place of beginning of lands hereinafter described;

Thence continuing South 87°56'13" West along said South line, 784.26 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4; Thence North 01°59'31" West along said West line, 1325.47 feet to a point on the South line of Certified Survey Map Number 2794; Thence North 88°01'24" East along said South line, 1318.66 feet to a point on the East line of Said Southeast 1/4; Thence South 01°54'16" East along said East line, 828.33 feet to a point on the North line of Certified Survey Map Number 798; Thence South 87°59'44" West along said North line, 532.37 feet to a point on the West line of said Certified Survey Map; Thence South 01°54'16" East along said West line, 495.69 feet to a point on the South line of Said Southeast 1/4 and the point of beginning of this description.

The Gross area of said Parcel contains 1,481,438 Square Feet (or 34.0091 Acres) of land, more or less. The Net area of said Parcel after the Right-of-Way dedications contains 1,402,030 Square Feet (or 32.1862 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of **Eric and Erin Froemming** owners of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Town of Cedarburg, in surveying, dividing and the mapping the same.

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

\_\_\_\_\_  
Ted R. Indermuehle, P.L.S.  
Professional Land Surveyor, S-3119  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Rd. Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 17th Day of May, 2021. Revised this 30<sup>th</sup> of June, 2021.

Job. No. 21-019-1120-01

**THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119**

**SHEET 3 OF 6**

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

**BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 10 NORTH,  
RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.**

**OWNER'S CERTIFICATE OF DEDICATION:**

**Eric and Erin Froemming**, as owners, do hereby certify that has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Town of Cedarburg, this\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Eric Froemming, Owner

\_\_\_\_\_  
Erin Froemming, Owner

STATE OF WISCONSIN       )  
  ) ss  
COUNTY OF                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Eric and Erin Froemming, owners to me known to be the people who executed the foregoing instrument, and to me known to be such Owners of said lands, and acknowledged that he executed the foregoing instrument as such officer as the deed of said people, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_County, WI  
My commission expires: \_\_\_\_\_

**WETLANDS, I.N.R.A., FLOODPLAIN, AND P.E.C. PRESERVATION RESTRICTIONS:**

Those areas identified as Wetlands, I.N.R.A, Floodplain, and P.E.C. on this Map shall be subject to the following restrictions:

- 1.Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed gravel path, unless specifically authorized by the Municipality in which this land is located and, if applicable, the Ozaukee County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- 2.The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Municipality in which this land is located and, if applicable, the Ozaukee County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the Municipality in which this land is located and, if applicable, the Ozaukee County Department of Parks and land Use-Planning and Zoning Division shall also be permitted.
- 3.Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
- 4.The introduction of plant material not indigenous to the existing environment is prohibited.
- 5.Ponds may be permitted subject to the approval of the Municipality in which they are located and, if applicable, the Ozaukee County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- 6.The construction of buildings is prohibited.

Drafted this 17th Day of May, 2021. Revised this 30<sup>th</sup> of June, 2021.

**THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119**

Job. No. 21-019-1120-01

**SHEET 4 OF 6**

X:\2021\21-019-1120 - Horns Corners CSM\Documents\Survey\530-Certified Survey Map\Cedarburg-CSM.doc

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

**BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 10 NORTH,  
RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.**

**CONSENT OF CORPORATE MORTGAGEE:**

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, dedicating, and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of **Eric and Erin Froemming**, owners, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF                    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such of said corporation, and acknowledged that she executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires: \_\_\_\_\_

**EXTRA-TERRITORIAL PLAN COMMISSION APPORVAL:**

Approved by the Plan Commission of the City of Cedarburg this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mike O’Keefe, Mayor

\_\_\_\_\_  
Patricia Thome, Council Member

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

**BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 10 NORTH,  
RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.**

**TOWN BOARD APPROVAL:**

Resolved that the Certified Survey map, in the Town of Cedarburg, **Eric and Erin Froemming**, owners, is hereby approved and dedication accepted by the Village Board of the Town of Cedarburg by Resolution No.\_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

All conditions have been met as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
David Salvaggio, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Jack Johnston, Clerk/Assistant Administrator

**PLANNING COMMISSION APROVAL TOWN OF CEDARBURG:**

I, David Salvaggio, being duly appointed, qualified and acting Chairma of the Town of Cedarburg do hereby certify that the records in my office show no unpaid taxed or unpaid special assessments on any of the land included in the plat aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David Salvaggio, Chairman

Drafted this 17th Day of May, 2021. Revised this 30<sup>th</sup> of June, 2021.

Job. No. 21-019-1120-01

**THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119**

**SHEET 6 OF 6**

X:\2021\21-019-1120 - Horns Corners CSM\Documents\Survey\530-Certified Survey Map\Cedarburg-CSM.doc

**Plan Commission Meeting  
August 2, 2021  
Minutes Excerpt**

**CONSIDER EXTRATERRITORIAL LAND DIVISION FOR PARCEL LOCATED AT 1375 HORNS  
CORNERS ROAD, TOWN OF CEDARBURG – ERIC & ERIN FROEMMING**

Planner Censky summarized this request to divide Petitioner Eric and Erin Froemming's 32.39-acre parcel into four parcels varying in size. Since this land is located in the City's extraterritorial plat approval jurisdiction and will result in the dedication of public right-of-way, both City Plan Commission and Common Council approval is needed. The Town of Cedarburg Plan Commission recommended approval of the land division during their June 16, 2021 meeting. The Cedarburg Town Board approved the division during their July 7, 2021 meeting. Planner Censky explained that the recommendation from the Plan Commission meeting tonight will be forwarded to the Common Council for action.

Petitioner Eric Froemming was present to answer questions from Commissioners. He clarified that there will be no access to Highway 60 via the parcels. His existing residence is on Lot 2, and zoning for that lot will not change. The other three lots will be rezoned as estate lots, which are required to be a minimum of four-acres in size.

**Action:**

A motion was made by Vice Chairperson Burgoyne to recommend approval of the proposed Extraterritorial Land Division. This motion was seconded by Commissioner Kinzel and carried without a negative vote.

## CITY OF CEDARBURG

**MEETING DATE:** August 9, 2021

**ITEM NO:** 9.B.

**TITLE:** Consider approval of the Final Plat and Development Agreement for the Hidden Grove Subdivision located at N104 W6620 Susan Lane; and action thereon

**ISSUE SUMMARY:** Having completed the rezoning process for his 7-lot Hidden Grove Subdivision earlier this summer, the applicant is now requesting final plat and development agreement approval. This project consists of seven (7) single-family lots ranging in size from 13,122 square feet to 31,860 square feet situated around a half-circle roadway that connects to Susan Lane. It will also result in Susan Lane becoming a through street with the south half of pavement being paid for by the City, as owners of the fronting property, and the north half being paid for by the developer. This is clarified in the development agreement.

As you know, the Development Agreement is the contract between the City and the developer that establishes the developer's responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms.

**Staff Comments:**

Staff Review of the Final Plat indicates full compliance with the Rs-3 Single-Family District and is consistent with the preliminary plan originally submitted with his annexation petition. Staff has no objection subject to the stipulations listed below:

- Compliance with all State Platting requirements.
- Sanitary and sewer laterals are to be extended to the property lines.
- Engineering Department review and approval of the storm water management, grading, drainage, and erosion control plans.
- Add storm sewer laterals for all lots.
- Move the speed table to the common lot line between lots 6 & 7.
- Engineering Department approval of the Susan Lane right-of-way cross-section design for the affective area.
- Impact fees will be due for each lot at the time of building permit issuance.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** At their July 7<sup>th</sup> meeting, the Plan Commission reviewed the Final Plat and at their August 2<sup>nd</sup> they reviewed the Development Agreement and recommended approval of both by unanimous vote.

**BUDGETARY IMPACT:** Impacted fees - 6 new lot @ \$7,460.61 per lot = \$44,763.66

**ATTACHMENTS:**

- 7 lot Final Plat
- Development Agreement
- July 7<sup>th</sup> and August 2<sup>nd</sup>, 2021, Plan Commission Minutes.

**INITIATED/REQUESTED BY:** Matthew and Minal Hahm. Owner

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



**Plan Commission Meeting  
August 2, 2021  
Minutes Excerpt**

**CONSIDER RECOMMENDATION TO APPROVE THE DEVELOPMENT AGREEMENT FOR  
SUBDIVISION LOCATED AT N104W6620 SUSAN LANE – HIDDEN GROVE/HAHM  
DEVELOPMENTS LLC**

Planner Censky explained that City Attorney Mike Herbrand and City Engineer Mike Wieser have finalized the Development Agreement for the Hidden Grove subdivision. This 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 recommendation of the Plan Commission tonight will go to the Common Council for their final consideration.

**Action:**

A motion was made by Vice Chairperson Mark Burgoyne to approve the Development Agreement as proposed. This motion was seconded by Commissioner Kinzel and carried without a negative vote.

**CITY OF CEDARBURG  
PLAN COMMISSION**

**PLN20210707-1  
UNAPPROVED MINUTES**

**July 7, 2021**

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, July 7, 2021 at Cedarburg City Hall, W63N645 Washington Avenue, second floor, Council Chambers, and online via the [zoom](#) app. The meeting was called to order at 7:02 p.m. by Mayor Michael J. O'Keefe.

Roll Call            Present -            Mayor Michael J. O'Keefe, Council Member Patricia Thome, Vice Chairperson Mark Burgoyne, Adam Voltz, Heather Cain, Sig Strautmanis

Excused -            Kip Kinzel

Also Present -      City Planner Jon Censky, Administrative Secretary Victoria Guthrie

**STATEMENT OF PUBLIC NOTICE**

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

**APPROVAL OF MINUTES**

A motion was made by Council Member Thome, seconded by Commissioner Voltz, to approve the minutes of June 7, 2021. The motion carried without a negative vote with Commissioner Kinzel excused.

**COMMENTS AND SUGGESTIONS FROM CITIZENS**

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

**CONSIDER APPROVAL OF WAIVER TO SEC 13-1-101(G) OF THE ZONING CODE IN REGARDS TO THE SIZE OF ACCESSORY STRUCTURES FOR AN ADDITION TO A WORKSHOP BUILDING LOCATED AT N50W7078 WESTERN ROAD – SF CONTRACTING & DESIGN LLC**

Planner Censky established that the Petitioners are requesting to build a 540 square foot addition to their existing workshop, which will exceed the 720 square foot limit on accessory structures per the City Zoning Code. He noted that the workshop sits along the north border of the parcel which is not visible from Western Road; additionally, this area is heavily screened from neighboring properties. Planner Censky explained that City Staff review of this request indicates compliance with Rs-3 requirements in everything but the size limit; therefore, Staff recommends approval of the waiver subject to the Petitioners securing a building permit prior to construction.

The Petitioners were in attendance and advised Commissioners that the color and siding on the proposed addition will match the existing workshop.

**Action:**

A motion was made by Council Member Thome to approve the waiver to Sec 13-1-101(g) of the Zoning Code for the addition as proposed. This motion was seconded by Commissioner Strautmanis and passed without a negative vote with Commissioner Kinzel excused.

**CONSIDER RECOMMENDATION OF APPROVAL FOR FINAL PLAT REVIEW AND DEVELOPMENT AGREEMENT FOR THE HIDDEN GROVE SUBDIVISION LOCATED AT N104W6620 SUSAN LANE – HAHM DEVELOPMENTS LLC/MATTHEW HAHM**

The Petitioner is seeking recommendations for approval on the following items:

***Final Plat Approval:***

Planner Censky described the final plat for this project as consisting of seven (7) single-family lots ranging in size from 13,122 square feet to 31,860 square feet situated around a half-circle roadway that connects to Susan Lane. This project will result in Susan Lane becoming a through street, with the south half of the pavement being paid by the City, and the north half being paid by the developer. City Staff review of the Final Plat indicates full compliance with the Rs-3 Single-Family District and is consistent with the preliminary plan originally submitted with their annexation petition. Staff has no objections based on the following conditions:

1. Compliance with all State Platting requirements.
2. Sanitary and sewer laterals are to be extended to the property lines.
3. Engineering department review and approval of the storm water management, grading, drainage, and erosion control plans.
4. Addition of storm sewer laterals for all lots.
5. Speed table to be moved to the common lot line between lots 6 and 7.
6. Engineering department approval of the Susan Lane right-of-way cross-section design for the affected area.
7. Impact fees will be due for each lot at the time of building permit issuance.

***Development Agreement***

The Development Agreement between the City and Hahm Developments is still under review by the City Engineer and City Attorney. Details regarding the extension of Susan Lane and the speed table will be included in the agreement. Planner Censky will add the Development Agreement review and recommendation for approval to the agenda for the August 2, 2021 meeting. If the Plan Commission recommends approval, it will be added to the August 9, 2021 Common Council agenda for final approval.

**Action:**

A motion was made by Mayor O'Keefe to recommend approval for the Final Plat and Development Agreement proposed for the Hidden Grove subdivision based on the seven conditions listed above. This motion was seconded by Council Member Thome.

Commissioner Strautmanis offered an amendment to the motion that includes the condition that the Plan Commission reviews and recommends the approval of the final Development Agreement during their August 2, 2021 meeting. This motion to amend the motion was seconded by Mayor O'Keefe and passed without a negative vote with Commissioner Kinzel excused.

**COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS**

Planner Censky followed up on a previously discussed item regarding repairs needing to be made to the building facade on PJ Piper's Pancake House located at W61N514 Washington Avenue. He advised that the Landmarks Commission reviewed and approved the contractor's proposed repairs during their June 24, 2021 meeting.

**MAYOR'S ANNOUNCEMENTS**

Mayor O'Keefe had no announcements.

**ADJOURNMENT**

A motion was made by Council Member Thome, seconded by Commissioner Strautmanis, to adjourn the meeting at 7:27 p.m. The motion carried without a negative vote with Commissioner Kinzel excused.

Victoria Guthrie  
Administrative Secretary

**DEVELOPMENT AGREEMENT**  
**Hidden Grove Development**  
**Cedarburg, Wisconsin**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the “City”) and Hahm Developments, LLC (the “Developer”).

**RECITATIONS**

- 0.1 The Developer owns the Property (as hereinafter defined);
- 0.2 The Developer desires to subdivide and develop the Property as the Subdivision (as hereinafter defined);
- 0.3 City approval of a Final Plat is conditioned upon compliance with the City ordinances, pursuant to § 236.13(1) of the Wisconsin Statutes;
- 0.4 Sections 14-1-50 and 14-1-51 of the Code of Ordinances of the City (the “Code”) require that the Developer enter into this Agreement to establish that the Developer will pay the cost of Improvements, engineering services, and fees for the Subdivision;
- 0.5 The City has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Subdivision and will cause additional such services to be performed as various phases of the Subdivision are developed; and
- 0.6 The Developer intends to contract for installation of certain other Improvements for the Subdivision.

**AGREEMENT**

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

## **Article 1**

### **Definitions**

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

1.01 “Contract Documents” means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements in the Final Plat and all addenda and amendments thereto.

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

1.03 “Final Plat” means the Subdivision Plat presented to the Cedarburg Common Council on \_\_\_\_\_ and other pertinent authorities for final approval and recording with the Ozaukee County Register of Deeds Office. For purposes of this Agreement, this Final Plat is comprised of Lots numbered 1 through 7, inclusive, and also those roadway areas adjacent to the above-mentioned Lots. A true and complete copy of the Final Plat is attached hereto as Exhibit “A” and is incorporated herein by reference.

1.04 “Improvement, Grading and Landscape Plans” means the improvement, grading and landscape plans prepared by M Squared Engineering LLC with last revision dated \_\_\_\_\_ submitted with the Final Plat as approved by the City, along with any approved amendments or supplements.

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

1.06 “Lot” means a distinct parcel of Property within the Final Plat that is depicted by a Lot Number.

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

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

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

## **Article 2**

### **Term**

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

**Article 3**  
**Developer's Representations and Warranties**

The Developer represents and warrants that:

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

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

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

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

**Article 4**  
**Duties of the Developer**

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

- (a) Lot Grading. Grade all Lots, pursuant to the Improvement, Grading and Landscape Plans and § 14-1-73(c) of the Subdivision Regulations approved by the City Engineer. Prior to the installation of all underground utilities, Developer shall certify to the City that the grading has been completed in compliance with the aforementioned Improvement, Grading and Landscape Plans and Subdivision Regulations. In the event that the actual grade is not in compliance, Developer shall pay all costs associated with relaying the underground electrical services;
- (b) Sanitary Sewerage Systems. The Developer agrees to finance and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Subdivision as depicted in the Improvement Plans including technical revisions as may be required by the City Engineer.
- (c) Water Supply Facilities. The Developer agrees to finance all water supply facilities including all water mains, service laterals, and appurtenances necessary to serve the subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer, pursuant to § 14-1-68. The Developer agrees to reimburse Cedarburg Light & Water \$23,514.70 for existing water main which was installed in Susan Lane in 2016.

- (d) Storm Water Drainage Facilities. The Developer agrees to finance and install all onsite storm water drainage facilities and 50% of the storm water drainage facilities in Susan Lane, pursuant to § 14-2, necessary to serve the Subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer.
- (e) Private Utilities. File preliminary plans and install underground gas mains and electric, cable television and telephone cables, pursuant to § 14-1-59. All private utilities to be completed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of final course of asphalt.
- (f) Survey Monuments. Install survey monuments, pursuant to § 14-1-52(c)(4) of the Subdivision Regulations.
- (g) Record Drawings. Prepare record drawings for the above work, pursuant to § 14-1-52(e). Provide a full-sized print on 4 mil mylar or equivalent and an electronic pdf.
- (h) Curb and Gutter. Construct curb and gutter as shown on the Subdivision construction plans approved by the City pursuant to § 14-1-54.
- (i) Sidewalks and Walking Paths. The Developer agrees to pay for and install 5-foot wide concrete sidewalks on both sides of all internal streets, across the frontage on Susan Lane in front of Lots 1 and 2, as shown on the Developer's plans and as approved by the City Engineer, pursuant to § 14-1-55.
- (j) Intersection and Lane Improvements. The Developer agrees to pay for and install a fully improved intersection with Susan Lane to include concrete curb and gutter, street lighting and sidewalk.
- (k) Street Improvement. The Developer agrees to pay for the full cost and install street improvements on the internal street and pay for 50% of the cost and install the street improvements on Susan Lane from Susan Court to the present dead-end west of Holly Lane, pursuant to § 14-1-53, and Subdivision construction plans.
- (l) Street lamps. The Developer shall contract with Cedarburg Light & Water to arrange for the installation of standard coach light streetlamps on a spacing approved by the City, pursuant to § 14-1-60. Street lighting along Susan Lane shall be paid for 50% by the Developer and 50% by the City.
- (m) Street Signs. The Developer agrees to pay for, and the City agrees to install street identification signs pursuant to § 14-1-61 and any traffic control signage as required by the City Engineer.
- (n) Landscaping Other Than Trees. The Developer agrees to pay for and install topsoil and establish lawn turf in all parkways and provide landscaping around the storm water ponds perimeter as shown on the Improvement Plans.
- (o) Street Trees. The Developer shall pay to the City an amount as outlined in Section 4.04(b) for each street tree as shown on the approved landscaping plan and pursuant



to § 14-1-62. The City Forester will select the tree species and contract out the tree planting as part of the annual street tree program. At the discretion of the City Forester, the trees will be planted each year as new homes are completed.

- (p) Erosion Control. Install and maintain erosion control using best management practices and pursuant to § 14-1-63, Chapter 14-2, and Chapter 15-2. Developer must comply with all applicable DNR wetland permits, the City’s Erosion Control Permit, and the Storm Water Management Permit.

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

4.03 Impact and Connection Fees. Prior to issuance of a building permit for each individual Lot, the following impact and connection fees will be due from the party submitting for said building permit for each Lot:

WWTF Reserve Capacity Fee .....	\$ 702.49 per lot
Library Building Fee .....	\$ 911.63 per lot
Police Station Fee .....	\$ 1,042.90 per lot
Park Facilities Fee .....	\$ 1,245.00 per lot
Water Supply Facilities Fee .....	\$ 2,049.98 per lot
Sanitary Sewer Connection Fee .....	\$ 1,508.61 per lot

Developer shall disclose the amount of impact fees due to prospective buyers at the time of Lot sale.

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

4.04 Developer Payments.

- (a) Fee in Lieu of Parkland Dedication. The Developer shall pay a fee in lieu of park land dedication of \$923.91 (2021 rate) per lot. The \$6,467.37 total for seven lots is due at the time of Final Plat approval.
- (b) City Street Trees. The Developer shall pay the City of Cedarburg for furnishing and planting 14 street trees in Subdivision in all new lot frontage at \$300 each for a total of \$ 4,200. The City Forestry Department will hold these funds in a segregated street tree account and will purchase and plant street trees seasonally as each home is completed. This charge is due for the phase of the Subdivision currently being developed at the time the Developer requests the City to sign the Final Plat.
- (c) Other Improvement Costs. Pay for all engineering, administrative, and legal fees associated with the new Subdivision, and installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith.
- (d) Account Statements. Review and approve all contractor, engineer and attorney draw requests received by the City and pertaining to the Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.

- (e) Recording Fees. Pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Final Plat, any separate dedication instruments and grants of easements.

4.05 Homeowners Association. There will be no Homeowners Association required for the subdivision as the City will take dedication of the island bioswale and maintain it as part of the City's storm sewer system.

4.06 Financial Guarantee. Pursuant to Chapter 236.13 of the Wisconsin State Statutes, developer shall provide an irrevocable Letter of Credit or an approved subdivision bond to the City, which shall not expire prior to fourteen (14) months following the installation of the binder course, known as Substantial Completion, of asphalt within the Subdivision, for the estimated costs of the installation of the Improvements including erosion control, roadway, utilities, sidewalks, street signs, and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Subdivision Regulations. The City shall be authorized from time to time to draw against the Financial Guarantee for costs incurred and due the City pursuant to this Agreement if the Developer has not made payments or completed required work in a timely manner as determined by the City Engineer.

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

4.07 Schedule of Values for Financial Guarantee. The Developer shall provide the Financial Guarantee which shall be dated no later than thirty (30) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Improvements for the respective Phases based on § 4.02 and the Schedule of Values for the Subdivision which include, but are not limited to, a second lift of asphalt and street signs.

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE.]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

**SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE**

<b>ITEM</b>	<b>ESTIMATED COST</b>
Drainage swales & ditch preparation, and construction of storm water pond, and	
Erosion Control, including: silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and riprap.	\$ 40,000
Sanitary Sewer and Laterals	\$ 150,826
Water Main and Laterals	\$ 48,062
Storm Sewer and Laterals	\$ 44,585
Fine Grading of Street	\$ 2,125
Concrete Curb and Gutter	\$ 24,878
Road Base	\$ 38,025
Asphalt Pavement Binder Course	\$ 30,810
Concrete Sidewalk	\$ 19,925
Seeding and Mulching	\$ 30,000
Asphalt Pavement Surface Course	\$ 21,310
Street Lighting	\$ 33,318
Street Signs	\$ 1,000
Lot Piping (Owner's Surveyor)	\$ 5,000
Legal Fees (City)	\$ 5,000
Estimated 3 <sup>rd</sup> Party Inspection Fees (excluding City Administration fees)	\$ 25,000
<b>Sub Total of Construction and Related Costs</b>	<b>\$ 519,864</b>
<b>Add 20% additional Contingency Per § 14-1-51 of the Code:</b>	<b>\$ 103,973</b>
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE ITEM COSTS MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS AVAILABLE TO THE CITY FOR COMPLETION OF EACH LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE LETTER OF CREDIT.	

**TOTAL LETTER OF CREDIT      \$ 623,837**

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

- (a) Underground utilities including water main, sanitary sewer, storm sewer, and appurtenances completed on or before November 19, 2021.
- (b) Roadway base, concrete curb and gutter, and binder asphalt on or before December 15, 2021.
- (c) Natural gas, electrical, telephone, sidewalks, and cable television shall be completely installed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of the final course of asphalt.
- (d) Roadway final course of asphalt to be installed within fourteen (14) months of the installation of the binder asphalt course and within financial guarantee period.

4.09 Quality of Work.

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

4.10 City Payments. The City shall provide Developer with a payment equal to 50% of the cost for the Susan Lane roadway, storm sewer and street lighting cost. The City shall make these payments to Developer upon completion of the applicable work.

## **Article 5**

### **Indemnification**

5.01 Indemnification Agreement.

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

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

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

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

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

## **Article 6** **Compliance**

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

## **Article 7** **Conditions and Waivers**

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

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

- (a) The binder course of bituminous paving of the streets, completion of which shall be a condition to issuance of building permits for Lots subsequent thereto; and
- (b) Installation of street identification signs and parkway seeding; and
- (c) No building permit shall be issued prior providing City with adequate proof of contract and payment for installation of natural gas, electrical, telephone, and cable television.

7.02 Impact Fees. The Lot owner has paid to the City all impact and connection fees.

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

## **Article 8**

### **Additional Terms**

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

8.02 Dedication. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council and recording of the Final Plat, the lands therein dedicated for public use by the Developer may be accepted by the City. Additionally, the Developer shall, without charge to the City, upon completion of all of the Improvements for the applicable Phase pursuant to § 4.02, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all buildings, structures, mains, conduits, pipes, lines, machinery, equipment, and appurtenances pertaining to such Improvements together with any and all necessary and required easements for access and repairs thereto. After such Dedication, the City shall have the right to connect or integrate other Improvements or public facilities to the Improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.

8.03 No Waiver: Remedies. No failure on the part of either party to exercise, and no delay in exercising any right, power, or remedy under this Agreement or the Contract Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement or the Contract Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

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

If to the City, as follows:

With a copy to:

Mike Wieser  
Director of Engineering & Public Works  
Cedarburg City Hall  
W63N645 Washington Avenue  
PO Box 49  
Cedarburg WI 53012  
Fax (262) 387-2051

Attorney Michael P. Herbrand  
Houseman and Feind, LLP  
Attorneys at Law  
1650 9<sup>th</sup> Avenue  
Grafton WI 53024  
Fax (262) 377-6080

If to Developer, as follows:

With a copy to:

N/A  
Hahm Developments, LLC  
N104W5812 Henry Court  
Cedarburg WI 53012

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers or agents as of the date first above written.

City: CITY OF CEDARBURG

By: \_\_\_\_\_  
Michael J. O' Keefe/Mayor

Countersigned: \_\_\_\_\_  
Tracie Sette/City Clerk

STATE OF WISCONSIN }  
COUNTY OF OZAUKEE) } ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Michael J. O' Keefe, Mayor, and Tracie Sette, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
*Notary Public, State of Wisconsin*

My Commission: \_\_\_\_\_



Developer: HAHM DEVELOPMENTS, LLC

By: \_\_\_\_\_  
Matthew Hahm

STATE OF WISCONSIN }  
COUNTY OF OZAUKEE } ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
the above-named Matthew Hahm, to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same on behalf of Hahm Developments, LLC as its \_\_\_\_\_,  
by its authority.

\_\_\_\_\_  
Name: \_\_\_\_\_  
*Notary Public, State of Wisconsin*

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

Drafted by:  
Mike Wieser  
City of Cedarburg

After recording, please return to:  
Tracie Sette, City Clerk  
City of Cedarburg  
PO Box 49  
Cedarburg WI 53012-0049

## **EXHIBIT “A”**

### **Final Plat**

HIDDEN GROVE SUBDIVISION

A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP 341 BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, RECORDED IN THE REGISTER OF DEEDS FOR OZAUKEE COUNTY ON JANUARY 15, 1970 IN VOLUME 2 OF CERTIFIED SURVEY MAPS, PAGE 3, AS DOCUMENT NO. 232646, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

CURVE	LOT	RADIUS	LENGTH	CHORD	BEARING	TAN. BRG. IN	DELTA	TAN. BRG. OUT
1	2	60.00'	14.56'	14.52'	S04°17'11"W	S78°45'42"E	13°54'14"	S87°20'04"W
2	3	60.00'	50.35'	48.89'	S35°16'49"W	S30°40'40"E	48°05'02"	N78°45'42"W
3	4	60.00'	58.64'	56.34'	S87°19'19"W	S25°19'18"W	55°59'58"	N30°40'40"W
4	5	60.00'	50.35'	49.00'	N40°38'11"W	S73°24'21"W	48°05'02"	N25°19'18"E
5	6	60.00'	14.59'	14.55'	N09°37'48"W	S87°20'04"W	13°55'43"	N73°24'21"E

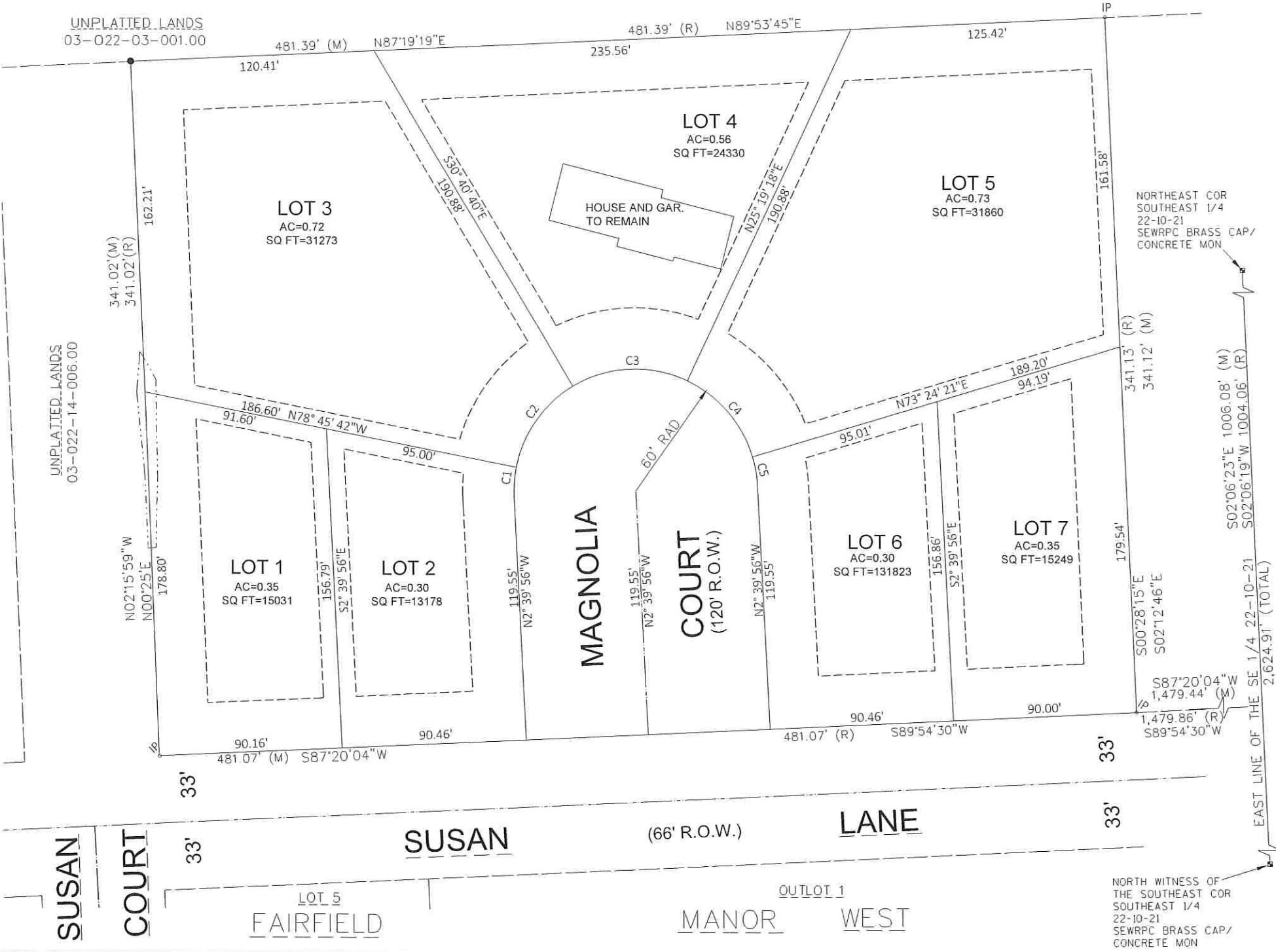
"ALL OF CERTIFIED SURVEY MAP 341, IS WITHIN A SHORELAND ZONING DISTRICT"

ZONING: R-3  
SETBACKS:  
25' MINIMUM FROM THE RIGHT OF WAY  
25' MINIMUM REAR YARD,  
8' MINIMUM SIDE YARD

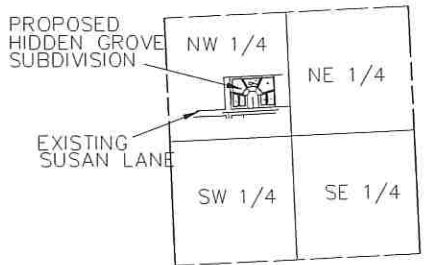
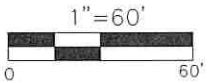
OWNER: HAHM DEVELOPMENT, LLC.  
N104 W5812 HENRY COURT  
CEDARBURG, WI 53012

DEVELOPER: HAHM DEVELOPMENT, LLC.  
N104 W5812 HENRY COURT  
CEDARBURG, WI 53012

SURVEYOR: ANTHONY J. GROMACKI S-2090  
M SQUARED ENGINEERING, LLC  
N19 W6719 COMMERCE CT.  
CEDARBURG, WI 53012  
(262) 376-4246



BEARINGS ARE REFERENCED  
WISCONSIN STATE PLANE  
COORDINATES  
NAD 83 SOUTH ZONE  
EAST LINE OF SE 1/4  
22-10-21  
MEASURED AS N02°06'23"W



VICINITY MAP  
SE 1/4 22-10-21  
1"=2000'

LEGEND

- SET 2" X 18" LONG I.P. WEIGHING 1.502 LB./FT.
- IP FND. 1" I.P.
- SETBACK LINE
- CORPORATE LIMITS
- [ ] WETLANDS
- (R) RECORDED
- (M) MEASURE
- (C) CALCULATED
- P.O.B. POINT OF BEGINNING

ALL OTHER LOT CORNERS 3/4" X 18" REBAR (SET) WEIGHING 1.13 LBS./ FT.



M Squared Engineering, LLC  
N19 W6719 Commerce Ct.  
Cedarburg, WI 53012  
Phone: (262)376-4246

SHEET  
1 OF 2  
6/11/21

RECEIVED  
JUN 16 2021  
CITY OF CEDARBURG

SURVEYORS CERTIFICATE

I, ANTHONY J. GROMACKI, PROFESSIONAL WISCONSIN LAND SURVEYOR, S-2090, DO HEREBY CERTIFY: THAT BY THE DIRECTION OF MATTHEW G. HAHM AND MINAL P. HAHM, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN AND DESCRIBED HEREON, A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP 341 BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, RECORDED IN THE REGISTER OF DEEDS FOR OZAUKEE COUNTY ON JANUARY 15, 1970 IN VOLUME 2 OF CERTIFIED SURVEY MAPS, PAGE 3, AS DOCUMENT NO. 232646, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION ; THENCE S02°06'23"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, 1006.08 FEET; THENCE S87° 20'04"W 1479.44 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP 341 BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OZAUKEE COUNTY ON JANUARY 15, 1970 IN VOLUME 2, OF CERTIFIED SURVEY MAPS, PAGES 3 AS DOCUMENT NUMBER 232642 AND BEING THE POINT OF BEGINNING; THENCE S87°20'04"W ALONG THE NORTH RIGHT OF WAY LINE OF SUSAN LANE AND BEING THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP 341 481.07 FEET; THENCE N02°15'59"W 341.02 FEET; THENCE N87°19'19"E 481.39 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 341; THENCE S02°12'46"E ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP 341 341.12 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.768 ACRES (164,128 SQUARE FEET) OF LAND, MORE OR LESS.

I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT AND DIVISION THEREOF. THAT I HAVE FULLY COMPLIED WITH CHAPTER 236, WISCONSIN STATUTES AND THE LAND DIVISION AND SUBDIVISION REGULATIONS OF THE CITY OF CEDARBURG IN SURVEYING, DIVIDING AND MAPPING SAID LAND. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

ANTHONY J. GROMACKI S-2090

CITY OF CEDARBURG COMMON COUNCIL APPROVAL/ CERTIFICATE

RESOLVED, THAT THE PLAT KNOWN AS HIDDEN GROVE SUBDIVISION, A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP 341 BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, RECORDED IN THE REGISTER OF DEEDS FOR OZAUKEE COUNTY ON JANUARY 15, 1970 IN VOLUME 2 OF CERTIFIED SURVEY MAPS, PAGE 3, AS DOCUMENT NO. 232646, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED BY THE COMMON COUNCIL OF:

THE CITY OF CEDARBURG ON THIS \_DAY OF \_\_\_\_\_, 2021

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

MIKE O'KEEFE, MAYOR

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

TRACIE SETTE, CITY CLERK

PUBLIC UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY (HAHM DEVELOPMENT, LLC), GRANTOR TO WISCONSIN GAS COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE WISCONSIN BELL, A WISCONSIN CORPORATION DOING BUSINESS AS AT&T WISCONSIN, GRANTEE, TIME WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE, CEDARBURG LIGHT & WATER UTILITY, GRANTEE,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

HIDDEN GROVE SUBDIVISION

A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP 341 BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, RECORDED IN THE REGISTER OF DEEDS FOR OZAUKEE COUNTY ON JANUARY 15, 1970 IN VOLUME 2 OF CERTIFIED SURVEY MAPS, PAGE 3, AS DOCUMENT NO. 232646, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)  
OZAUKEE COUNTY)  
I, CHRISTY MERTES, BEING THE DULY ELECTED, QUALIFIED AND ACTING ADMINISTRATOR/TREASURER OF THE CITY OF CEDARBURG, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS DATE ON ANY OF THE LAND INCLUDED IN THE PLAT OF SUSAN LANE SUBDIVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

CHRISTY MERTES, ADMINISTRATOR/ TREASURER

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN)  
OZAUKEE COUNTY)  
I, JOSHUA MORRISON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF OZAUKEE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS DATE AFFECTING THE LANDS INCLUDED IN THE PLAT OF SUSAN LANE SUBDIVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

JOSHUA MORRISON, ADMINISTRATOR/ TREASURER

OWNERS CERTIFICATE OF DEDICATION:

AS OWNER, I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:  
DEPARTMENT OF ADMINISTRATION AND CITY OF CEDARBURG.

MATTHEW HAHM, MEMBER OF HAHM DEVELOPMENT LLC

MINAL HAHM, MEMBER OF HAHM DEVELOPMENT LLC

(STATE OF WISCONSIN) (OZAUKEE COUNTY) SS.

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021  
\_\_\_\_\_, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, OZAUKEE COUNTY, WISCONSIN.

MY COMMISSION EXPIRES \_\_\_\_\_.

CONSENT OF CORPORATE MORTGAGEE

COMMERCE STATE BANK BANK, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF SUSAN LANE SUBDIVISION, LLC, OWNER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

COMMERCE STATE BANK

(STATE OF WISCONSIN)  
(OZAUKEE COUNTY) SS.

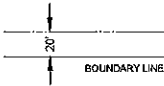
PERSONALLY CAME BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, THE ABOVE NAMED \_\_\_\_\_ OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH \_\_\_\_\_ OF SAID CORPORATION, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

NOTARY PUBLIC, OZAUKEE COUNTY, WISCONSIN.

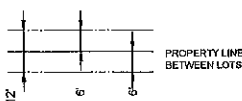
MY COMMISSION EXPIRES \_\_\_\_\_.

TYPICAL PUBLIC UTILITY EASEMENTS  
LOCATIONS OF EASEMENTS SHOWN ON PLAT

EXAMPLE A

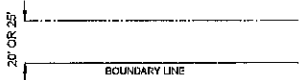


EXAMPLE B



TYPICAL DRAINAGE EASEMENTS LOCATIONS  
OF EASEMENTS SHOWN ON PLAT

EXAMPLE A



M Squared Engineering, LLC  
N19 W6719 Commerce Ct.  
Cedarburg, WI 53012  
Phone: (262)376-4246

SHEET  
2 OF 2  
6/11/21

## CITY OF CEDARBURG

**MEETING DATE:** August 9, 2021

**ITEM NO:** 9.C.

**TITLE:** Consider request of Michael Jackson of C. Wiesler's for an Amplified Music/Sound Permit in an outdoor alcohol beverage seating area at W61 N493 Washington Avenue; and action thereon

**ISSUE SUMMARY:** Mike Jackson of C. Wiesler's is seeking a permit for an Amplified Music/Sound Permit for an outdoor alcohol beverage seating area. This also would allow amplified music in a tent in his parking lot for a special event that was approved for September 18, 2021.

C. Wiesler's has had an Outdoor Alcohol Beverage Seating Area license since 1996.

Chief Frank has approved the application for Amplified Music/Sound in an outdoor alcohol beverage seating area.

**STAFF RECOMMENDATION:** N/A

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

**BUDGETARY IMPACT:** N/A

**ATTACHMENTS:** Request from Mike Jackson of C. Wiesler's

**INITIATED/REQUESTED BY:** Mike Jackson

**FOR MORE INFORMATION CONTACT:** Amy D. Kletzien, Deputy City Clerk 375-7606



ORIGINAL

CITY OF CEDARBURG  
W63 N645 Washington Avenue  
P.O. Box 49  
Cedarburg, WI 53012  
Phone: (262) 375-7606  
Fax: (262) 375-7906

## APPLICATION FOR AMPLIFIED MUSIC/SOUND IN AN OUTDOOR ALCOHOL BEVERAGE SEATING AREA

In accordance with Section 7-2-17 of the Code of Ordinances of the City of Cedarburg, the undersigned makes application for outdoor amplified sound and music in an outdoor alcohol beverage seating area (beer garden). Applicants must be Outdoor Alcohol Beverage License holders whose underlying Class "B" liquor license(s) were granted to a club, society or lodge holding a current 501(c)(3) status.

\$250 annual application fee due at the time of application. The permit period is January 1 - December 31.

Name of Business: C. Wiesle-S

Address: W61 N493 Washington Ave Cedarburg

Agent or Person in Charge: Mike Jackson

Phone Number: 262 347 6625

I agree to comply with Section 7-2-17 of the City Code (see attached) and all laws, ordinances, rules, regulations and penalties associated with issuance of this permit.

SIGNED: [Signature]

DATE: 7/21/21

Date Filed: 7-22-21

Paid: \$250 / ck # 11751

Permit Issued: 7/28/21

Date copy sent to Police Dept.: \_\_\_\_\_

TJF/adk 7/22/21

## CITY OF CEDARBURG

**MEETING DATE:** August 9, 2021

**ITEM NO: 9.D.**

**TITLE:** Discussion on hiring a consultant for planning for Smart Growth area #2; and action thereon

**ISSUE SUMMARY:** The Economic Development Board has been discussing the future of smart growth area #2 (Weil Pump site on Western Ave) and is recommending that the City hire a firm to provide a redevelopment plan along with an economic analysis for the site. The purpose of hiring a firm is to figure out the best and highest use for the site based on a detailed analysis done by a company that has experience in redevelopment of blighted sites. We received three proposals that were similar in scope but with varying fees and past redevelopment experience. The proposal provided by TKWA and Vandewalle Associates was chosen based on their previous experience with sites similar to Smart Growth Area #2. Vandewalle Associates has expertise in economic development projects throughout Wisconsin.

Sample Projects:

TKWA: <https://tkwa.com/cannery-square/>

Vandewalle: <http://www.vandewalle.com/monona-waterfront-redevelopment/>

The discussions on redevelopment of this site have been ongoing for over a year at the ED Board and CDA level. Within that time the City Administrator has been approached by two different developers with questions about the site. Prior to these latest discussions the Downtown Master Plan Committee put together a plan for the site in 2011 but further discussions were postponed until the city knew that all operations on the site would be close to ending. Once Wilo moves their operations from the building on the site by February 2022 the property owner plans to raze the buildings, evaluate any possible environmental issues, then list the property for sale as a redevelopment site. It will be critical for the city to have a redevelopment plan in place prior to any developer acquiring or placing the property under contract.

**STAFF RECOMMENDATION:** Staff recommends hiring TKWA and Vandewalle Associates to provide a site redevelopment plan and an economic analysis for Smart Growth Area #2.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** Economic Development Board recommended hiring TKWA and Vandewalle Associates to provide a site redevelopment plan and economic analysis for Smart Growth Area #2.

**BUDGETARY IMPACT:** Not to exceed \$34,000.

**ATTACHMENTS:** ED Board Minutes, TKWA & Vandewalle Associates Proposal

**INITIATED/REQUESTED BY:** ED Board, Administrator Hilvo

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





# The Kubala Washatko Architects

---

April 29, 2021

Cedarburg  
W61 N617 Mequon Avenue  
Cedarburg, WI 53012  
+1 (262) 377 6039

## City of Cedarburg Former Mercury Marine Site Redevelopment Planning

### Preliminary Outline Scope of Services

Note: The following is not a proposal. We have outlined in general terms the anticipated tasks and associated cost to execute a preliminary economic feasibility study for the site. TKWA and Vandewalle Associates will be happy to refine this scope based on your specific requirements.

#### Task I: Existing Conditions Analysis

- Base Mapping
- Review Adopted Plans and Ordinances
- Review prior site planning work
- Review available environmental reports
- Review available housing and market analysis reports
- Site Visit:
  - Meet with City staff
  - Tour the site and surrounding area
  - Conduct up to four private stakeholder focus groups or interviews as identified by the City (i.e. current property owners, neighboring property owners/residents, downtown merchants/chamber, local Realtors and developers, etc.)
- Undertake a redevelopment opportunity analysis to evaluate existing conditions, market trends, and development opportunities for the site

**Deliverables:** Neighborhood Base map for use in Tasks 2 & 3





# The Kubala Washatko Architects

---

## Task 2: Prepare Concept Plan(s)

- Develop Concept Plan(s) for the site:
  - Mix of land uses and mix of densities/intensities
  - Primary site access points
  - Internal circulation (vehicular and ped/bike)/street network
  - Stormwater management areas
  - Open spaces
  - Projected valuations and tax increment
  - Projected costs of public infrastructure
  - Images of proposed development types

Deliverables: Concept Plan(s) PDF

## Task 3: Prepare Preferred Redevelopment Plan and Redevelopment Guidance

- Review Concept Plan(s) with City staff (Digital Meeting)
- Prepare Preferred Concept Plan (based on staff direction and/or public input)
- Provide an Overall Vision Sketch of Preferred Concept
- Prepare Redevelopment Guidance\* (written list of redevelopment objectives to further guide final designs and themes to be prepared by ultimate developers)

Deliverables: Digital Preferred Concept Plan PDF  
Digital Vision Sketch (3d Model Views)  
Digital Redevelopment Guidance PDF

## Optional Environmental Assessment

- Further review of existing documentation of the site may suggest that further environmental assessment may be advisable. Under this scenario TKWA can recommend and seek bids from qualified environmental engineering firms to conduct the work as an additional service.



**Alternate Task A: Participate in Public Meeting to Review Alternatives**

- We understand that the City of Cedarburg has indicated that they will handle any desired public outreach independently. If requested, TKWA and Vandewalle can participate with City staff in public meeting to present alternatives and determine a preferred Concept Plan.

**Alternate Task B: Participate in Public Meeting to Present Preferred Concept and Redevelopment Guidance**

- Participate with City staff in public meeting to present preferred Concept Plan

**Anticipated Range of Cost for Preliminary Study**

TKWA (Architectural Site Planning & Review)	\$22,000 - \$27,000
Vandewalle Associates (Economic Analysis)	\$ 5,000 - \$ 7,000
Total	\$27,000 - \$34,000

**ECONOMIC DEVELOPMENT BOARD**  
**July 14, 2021**

**EDB**  
**UNAPPROVED**

A meeting of the Economic Development Board of the City of Cedarburg, Wisconsin, was held on Wednesday, June 2, 2021 at 9:00 a.m. via Zoom.

The meeting was called to order by Council Member Kristin Burkart at 9:08 a.m.

Roll Call:      Present:      Council Member Burkart, DJ Burns, Eric Stelter, Mike Pahl, Brett Kryzkowski, Alex Uhan, Maggie Dobson

Excused:      Sara Dunstone, Greg Zimmerschied

Also Present: City Administrator Hilvo

**STATEMENT OF PUBLIC NOTICE**

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

**APPROVAL OF MINUTES**

Motion made by Eric Stelter, seconded by Mike Pahl, to approve the June 2, 2021 minutes. Motion carried without a negative vote with Sara Dunstone and Greg Zimmerschied excused.

**COMMENTS & SUGGESTIONS FROM CITIZENS** - None

**REPORTS**

Administrator Hilvo introduced the new members to the board. The purpose of the addition of the Chamber Executive as a non-voting member is to create more cohesion between the Economic Development Board, the Chamber, and the Tourism, Promotion, and Development Committee. Adding Alex Uhan, Country in the Burg founder and organizer, also helps to create cohesion between all groups in the community that enhance our local economy.

Administrator Hilvo stated that “The Irish Boutique” opened up in the old Santa Fe shop. Chamber Executive Maggie Dobson stated that a new AirBnB had opened up on the second floor of the old glad rags building and that the building owned by Chris Smith is for sale. Eric Stelter shared that PartsBadger in the Cedarburg Business Park is building an addition to their facility and increasing the number of jobs available.

Council Member Burkart stated that the common council discussed the July 3<sup>rd</sup> chair ordinance and decided to postpone a decision until they receive additional information on the pros and cons of the ordinance. Some businesses have stated that the new ordinance was more beneficial to them and their customers.

## **UNFINISHED BUSINESS**

### **Discuss Smart Growth areas; and Action Thereon**

Council Member Burkart mentioned that the Mayor has not decided on a past request to potentially look at creating an AdHoc committee that would work specifically on planning for Smart Growth Area #2 (Weil Pump Site). Administrator Hilvo stated that he had met with TKWA and Vandewalle Associates along with reviewing the other proposals provided to him. Based on the level of services provided and expertise of TKWA and Vandewalle it would be his recommendation to hire them to complete a Site Redevelopment Plan for Smart Growth Area #2. Further discussion ensued. Mike Pahl made a motion to recommend to the Common Council to hire TKWA and Vandewalle Associates to provide a Site Redevelopment Plan for Smart Growth Area #2. Motion seconded by Brett Krzykowski. Motion carried without a negative vote with Greg Zimmerschied and Sara Dunstone excused.

### **Discuss Branding Initiatives; and Action Thereon**

Administrator Hilvo stated that we should continue to work with the Tourism, Promotion, and Development committee on future branding initiatives. Future discussions of the use of branding funds will be brought to the committee after collaborating with TP&D. In response to Brett Krzykowski question on how we can relay the information between the committees Administrator Hilvo stated that both he and the Chamber Executive are non-voting members on that committee as well.

### **Discuss Broadband Initiatives; and Action Thereon**

Eric Stelter shared his research on several options for broadband in the downtown district and community. Discussion ensued on the best approach to providing better service in our community. The committee agreed to continue discussing the options provided by Eric Stelter and look at potential funding sources for it which could include potential use of ARP funds.

## **NEW BUSINESS**

### **Discuss VisitCedarburg Website; and Action Thereon**

Eric Stelter shared the preliminary design of the site. He has personally worked on and funded the project to this point. He will continue to work on it so that it will be ready to launch once the board determines who should manage the site once it is developed. Discussion ensued on having the Tourism Coordinator manage the site with direction from the ED Board and TP&D. Brett Krzykowski mentioned that it will be important to have someone that can dedicate more than just a few hours per week to maintaining the site. It was determined that further discussion on the management of the site is needed at the TP&D committee and the Economic Development Board prior to going live with the site.

### **Discuss potential use of American Rescue Plan Funds (ARP); and Action Theron**

Administrator Hilvo provided a brief summary of the various uses of the funds. He asked that each member look at the information that was included in the budget and begin thinking of potential projects related to Economic Development. Further discussion on the potential uses of the funds will be done at the next meeting.

**Discuss new Economic Development programs and ideas; and action thereon**

Mike Pahl asked if there was a way that we could figure out visitor counts to Cedarburg. Discussion ensued. It was determined that visitor counts would be difficult to attain.

**Identify Future Agenda Items and Confirm Next Meeting Date; and Action Thereon**

Discussion on potential use of American Rescue Plan (ARP) Funds.

The next meeting of Economic Development Board will be held on Wednesday, August 4, 2021 at 9:00 a.m.

**ADJOURNMENT**

Motion made by DJ Burns, seconded by Mike Pahl, to adjourn the meeting at 10:23 a.m. Motion carried without a negative vote with Sara Dunstone and Greg Zimmerschied excused.

Mikko Hilvo  
City Administrator

adk

## CITY OF CEDARBURG

**MEETING DATE:** August 9, 2021

**ITEM NO:** 9.E(3)

**TITLE:** Authorize granting of Temporary Class “B”/“Class B” Retailer’s license to Cedarburg Friends of Parks & Recreation for Country in the Burg, Cedar Creek Park, N52 W5925 Portland Road for August 27 and 28, 2021 from 3:00 p.m. to sales until 10:00 p.m. and consumption until 10:30 p.m

**ISSUE SUMMARY:**

A request has been submitted by Cedarburg Friends of Parks & Recreation for a Temporary Class B license for Country in the Burg to be held August 27 - 28, 2021 at Cedar Creek Park. This item is brought to the Council because the request for beer sales and consumption falls outside current City policy. Current policy states that beer sales end at 9:30 p.m. and consumption ends at 10:00 p.m. The request from Country in the Burg is for beer sales to be extended until 10:00 p.m. and consumption until 10:30 p.m.

**STAFF RECOMMENDATION:** None

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

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** City of Cedarburg Policy CC-15

**INITIATED/REQUESTED BY:** Alex Uhan/Cedarburg Friends of Parks & Recreation

**FOR MORE INFORMATION CONTACT:** City Clerk Tracie Sette

**CITY OF CEDARBURG  
POLICY/PROCEDURE MANUAL**

SUBJECT: HOURS OF OPERATION FOR CLASS "B" PICNIC LICENSES CC-15

---

**General:** Pursuant to Wisconsin Statute and the City's Municipal Code the City of Cedarburg City Clerk is authorized to issue Class "B" licenses to clubs, churches, fair associations and other qualified not-for-profit organizations for the sale of beer and similar alcoholic beverages at picnics, fairs and other public gatherings. Because of the special nature of this type of license, as well as the locations at which these gatherings are held, it is desirable that consistent hours of operation be established for the sale and consumption of alcoholic beverages.

**Procedure:** It shall be the policy of the City of Cedarburg that in the absence of extraordinary circumstances as determined by the Common Council, the sale and consumption of such alcoholic beverages as authorized to be sold pursuant to Special Class "B" Picnic Licenses shall only be permitted between the times set forth below for the indicated locations. Any variance from the times listed below shall require Common Council approval.

<u>LOCATION</u>	<u>COMMENCEMENT:</u>	<u>TERMINATION OF SALE:</u>	<u>TERMINATION OF CONSUMPTION:</u>
	No earlier than:	No later than:	No later than:
Cedar Creek Park Picnic Area	9:00 a.m.	9:30 p.m.	10:00 p.m.
Cedar Creek Park Ball Diamond	9:00 a.m.	10:30 p.m.	11:00 p.m.
Fireman's Park/ Fairgrounds	9:00 a.m.	11:30 p.m.	12:00 a.m.
Community Center Gym	9:00 a.m.	11:30 p.m.	12:00 a.m.

Approved: 8/8/88  
Adopted: 8/29/88  
Revised: 6/25/07

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 1

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>111300 PWSB Checking</b>					
<b>38288</b>	07/23/21	<b>A TO Z REFRIGERATION &amp; HVAC, I</b>			
E 260-555110-240		REPAIR AND MAINTENA	\$613.78	9963	LIBR-REPLACE BATHROOM EXHAUST FAN-1ST FLOOR
		Total	\$613.78		
<b>38289</b>	07/23/21	<b>ACOSTA, ANDREA</b>			
R 220-467332		POMS REVENUE	\$75.00	REFUND	REC-POMS CLASS CANCELLED
		Total	\$75.00		
<b>38290</b>	07/23/21	<b>AT&amp;T MOBILITY</b>			
E 100-522410-225		TELEPHONE/COMMUNI	\$123.61	28729379422	EM-WIRELESS SERVICES
		Total	\$123.61		
<b>38291</b>	07/23/21	<b>BAKER &amp; TAYLOR AV PRE PROCESS</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$21.44	H56060680	LIBR-VIDMASS
E 260-555110-319		PUBLICATIONS AND SU	\$47.27	H56151510	LIBR-VIDMASS
		Total	\$68.71		
<b>38292</b>	07/23/21	<b>BAKER &amp; TAYLOR BOOKS</b>			
E 260-555110-322		DONATION EXPENDITU	\$467.77	2036019764	LIBR-DONATIONS-BOOKS
E 260-555110-319		PUBLICATIONS AND SU	\$72.83	2036019765	LIBR-BOOKS
E 260-555110-322		DONATION EXPENDITU	\$246.93	2036027390	LIBR-DONATIONS-BOOKS
E 260-555110-322		DONATION EXPENDITU	\$464.84	2036029664	LIBR-DONATIONS-BOOKS
E 260-555110-322		DONATION EXPENDITU	\$116.25	2036029665	LIBR-DONATIONS-BOOKS
E 260-555110-322		DONATION EXPENDITU	\$222.25	2036050797	LIBR-DONATIONS-BOOKS
E 260-555110-319		PUBLICATIONS AND SU	\$327.38	2036060685	LIBR-BOOKS
E 260-555110-319		PUBLICATIONS AND SU	\$465.34	2036065046	LIBR-BOOKS
E 260-555110-319		PUBLICATIONS AND SU	\$433.97	2036069690	LIBR-BOOKS
		Total	\$2,817.56		
<b>38293</b>	07/23/21	<b>BEST HEATING &amp; AIR CONDITION</b>			
E 100-522230-240		REPAIR AND MAINTENA	\$725.51	18936	FD-REPAIR TO BLOWER MOTOR ON WASH BAY VENTILATOR
		Total	\$725.51		
<b>38294</b>	07/23/21	<b>BEYER'S HARDWARE</b>			
E 601-573830-340		MAINTENANCE SUPPLIE	\$15.28	166005	CWRC-SEAFOAM
E 100-533210-353		MAINTENANCE PARTS	\$135.94	166019	DPW-FUEL OIL/TAPE/CLEANER
E 100-555510-240		REPAIR AND MAINTENA	\$12.84	166020	PARKS-SINK SPR HEAD/STRAIN CUP
E 100-555510-240		REPAIR AND MAINTENA	\$6.29	166023	PARKS-CLEAR SEALANT
E 100-555510-240		REPAIR AND MAINTENA	\$51.69	166056	PARKS-WASP SPRAY/GAP FOAM/LED BULBS
E 100-518100-350		OPERATING SUPPLIES	\$28.33	166058	COMPLEX-TAPE RULE/PLUNGER
E 601-573835-360		COLLECTION SYSTEM	\$30.58	166114	CWRC-6V BATTERIES
E 200-544210-240		REPAIR AND MAINTENA	\$37.12	166128	CEM-TORX BIT SET/CLAMPS
		Total	\$318.07		
<b>38295</b>	07/23/21	<b>REBECCA BUCHHOLTZ</b>			
R 220-486000		MISCELLANEOUS REVE	\$45.00	REFUND	REC-STEM CLASS CANCELLED
		Total	\$45.00		



## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 2

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>38296</b>	07/23/21	<b>CINTAS CORPORATION</b>			
E 260-555110-350		OPERATING SUPPLIES	\$66.87	4090110450	LIBR-MATS AND MOPS
		Total	\$66.87		
<b>38297</b>	07/23/21	<b>CONCORD GROUP</b>			
E 353-566710-210		PROFESSIONAL SERVIC	\$5,635.00	2020E951/15	TIF#6-STH 60 PROF SERVICES 6/1/21 TO 6/30/21
		Total	\$5,635.00		
<b>38298</b>	07/23/21	<b>DIGITAL EDGE OF GRAFTON</b>			
E 100-522110-313		PRINTING-NEWSLETTE	\$137.00	18820	PD-BUSINESS CARDS
		Total	\$137.00		
<b>38299</b>	07/23/21	<b>FASTENAL COMPANY</b>			
E 100-533210-350		OPERATING SUPPLIES	\$1,228.77	WISAU12480	DPW-GLOVES AND LBL CARTRIDGES
E 100-533210-350		OPERATING SUPPLIES	\$27.79	WISAU12485	DPW-FENDER WASHERS
		Total	\$1,256.56		
<b>38300</b>	07/23/21	<b>GENERAL COMMUNICATIONS, INC.</b>			
E 100-522110-380		EQUIPMENT/CAPITAL O	\$3,500.00	295629	PD-REMOVAL AND INSTALL SQUAD EQUIPMENT
		Total	\$3,500.00		
<b>38301</b>	07/23/21	<b>GRAINGER</b>			
E 200-544210-240		REPAIR AND MAINTENA	\$157.20	9965034904	CEM-HOSE BIBB T-HANDLE
		Total	\$157.20		
<b>38302</b>	07/23/21	<b>GREAT LAKES COCA-COLA</b>			
E 240-555321-350		OPERATING SUPPLIES	(\$150.00)	2694213606	POOL CONC-CREDIT ON ACCOUNT
E 240-555321-350		OPERATING SUPPLIES	\$248.10	2694214010	POOL CONCESSIONS-COKE PRODUCTS
		Total	\$98.10		
<b>38303</b>	07/23/21	<b>GUETZKE &amp; ASSOCIATES, INC.</b>			
E 100-522230-240		REPAIR AND MAINTENA	\$220.00	1497706-IN	FD-SPRINKLER SYSTEM ANNUAL INSPECTION
E 100-533210-210		PROFESSIONAL SERVIC	\$140.00	I403804-IN	DPW-SPRINKLER SYSTEM ANNUAL INSPECTION
		Total	\$360.00		
<b>38304</b>	07/23/21	<b>HORIZON COMMERCIAL POOL SUPPLY</b>			
E 240-555320-350		OPERATING SUPPLIES	\$492.50	210624010-A	POOL-SULFURIC ACID SOLUTION
E 240-555320-350		OPERATING SUPPLIES	\$442.00	210701009-A	POOL-SULFURIC ACID SOLUTION
		Total	\$934.50		
<b>38305</b>	07/23/21	<b>IBS OF SOUTHEASTERN WISCONSIN</b>			
E 100-533210-353		MAINTENANCE PARTS	\$604.75	100686824	DPW-VEH #03 & #94-BATTERIES
		Total	\$604.75		
<b>38306</b>	07/23/21	<b>JOHNSON CONTROLS SECURITY SOLU</b>			
E 100-518100-240		REPAIR AND MAINTENA	\$325.98	36120577	COMPLEX-SERVICES 8/1/21 TO 10/31/21
		Total	\$325.98		
<b>38307</b>	07/23/21	<b>KELLY KAUDERS</b>			

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 3

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
R 220-486000		MISCELLANEOUS REVE	\$165.00	REFUND	REC-MAD SCIENCE PROGRAM CANCELLATION
		Total	\$165.00		
<b>38308</b>	07/23/21	<b>LANGE ENTERPRISES</b>			
E 100-522310-310		OFFICE SUPPLIES	\$275.52	77021	B.I.-REFLECTIVE HOUSE NUMBER TILES
		Total	\$275.52		
<b>38309</b>	07/23/21	<b>M SQUARED ENGINEERING LLC</b>			
G 100-239254		DEVELOPERS AGREE-F	\$11,757.63	21250	ENG-FAIRWAY VILLAGE SUBD-CONSTR INSP- JUNE 1-30, 2021
		Total	\$11,757.63		
<b>38310</b>	07/23/21	<b>ALEXANDRA MAZARES</b>			
R 240-467342		SWIMMING POOL - LES	\$80.00	REFUND	POOL-SWIMMING LESSONS CANCELLATION
		Total	\$80.00		
<b>38311</b>	07/23/21	<b>MILLER MONUMENT CO, INC.</b>			
R 200-465550		MONUMENTS & MARKE	\$50.00	REFUND	CANCELLED MONUMENT INSTALL-ZUR RUHE- YANK
		Total	\$50.00		
<b>38312</b>	07/23/21	<b>CHUCK MOEGENBURG</b>			
E 100-518100-240		REPAIR AND MAINTENA	\$110.00	07152021	COMPLEX-6/30 CLEAN WINDOWS & 7/15 CLEAN ENTRIES
		Total	\$110.00		
<b>38313</b>	07/23/21	<b>NAPA AUTO PARTS</b>			
E 100-518100-240		REPAIR AND MAINTENA	\$26.50	5269-138964	COMPLEX-TRI-POWER V-BELT
E 100-533210-353		MAINTENANCE PARTS	\$11.69	5269-139837	DPW-HARNESS
E 100-533210-353		MAINTENANCE PARTS	\$31.54	5269-139899	DPW-VEH#75-GLOW PLUG
		Total	\$69.73		
<b>38314</b>	07/23/21	<b>NASSCO, INC.</b>			
E 240-555320-350		OPERATING SUPPLIES	\$353.59	6016157	POOL-JUMBO JR BATH TISSUE
		Total	\$353.59		
<b>38315</b>	07/23/21	<b>OLSENS PIGGLY WIGGLY</b>			
E 100-533210-330		TRAVEL & TRAINING	\$31.06	40374	DPW-TRAINING REFRESHMENTS
		Total	\$31.06		
<b>38316</b>	07/23/21	<b>ONTECH SYSTEMS, INC</b>			
E 100-514700-380		EQUIPMENT/CAPITAL O	\$990.00	58488	IT-MONITORS AND SCANNER
E 100-514700-380		EQUIPMENT/CAPITAL O	\$690.00	58550	IT-JUNE 2021 STORAGE CRAFT
		Total	\$1,680.00		
<b>38317</b>	07/23/21	<b>QUALITY STATE OIL CO.,INC.</b>			
G 221-161500		FUEL INVENTORY	\$5,186.20	1789544	DPW-REG UNLND GAS
		Total	\$5,186.20		
<b>38318</b>	07/23/21	<b>SHERRILL, INC.</b>			
E 100-533210-350		OPERATING SUPPLIES	\$95.88	INV-648438	DPW-BOAS SAFETY GLASSES
		Total	\$95.88		

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 4

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>38319</b>	07/23/21	<b>SHORT ELLIOTT HENDRICKSON INC</b>			
E 100-533110-210		PROFESSIONAL SERVIC	\$808.41	408744	ENG- MONOPOLE PROF SERVICES THRU 6/30/2021
		Total	\$808.41		
<b>38320</b>	07/23/21	<b>SYMBIONT</b>			
G 601-185335		ADVANCED TREATMEN	\$1,412.00	52857	CWRC-PO#CWRC1002-COAGULANT SYS FINAL PLANS & SPECS
G 601-182329		LAND - FUTURE SITE	\$525.00	52859	CWRC-PO# CWRC1015-CONCEPT. SITE PLAN SERVICES THRU 7/2/21
G 601-185334		SECONDARY TREATME	\$2,450.00	52863	CWRC-PO#CWRC1038-FINAL PHOSPH. COMPL PLAN ASSIST
		Total	\$4,387.00		
<b>38321</b>	07/23/21	<b>TAPCO</b>			
E 100-533311-240		REPAIR AND MAINTENA	\$28.80	1702715	DPW-LOC WEDGES
		Total	\$28.80		
<b>38322</b>	07/23/21	<b>THE UNIFORM SHOPPE</b>			
E 100-522120-346		UNIFORMS	\$190.94	311308	PD-BIKE PATROL SHIRT/NAME TAPE
E 100-522120-346		UNIFORMS	\$190.94	311309	PD-BIKE PATROL SHIRT/NAME TAPE
E 100-522120-346		UNIFORMS	\$450.00	311735	PD-MT-HIGHLAND W/AA BUCK
		Total	\$831.88		
<b>38323</b>	07/23/21	<b>TIME WARNER CABLE</b>			
E 100-518100-225		TELEPHONE/COMMUNI	\$69.29	72687500107	CH-PRI 7/9-8/8
E 100-513100-225		TELEPHONE/COMMUNI	\$7.70	72687500107	MAYOR-PRI 7/9-8/8
E 100-513200-225		TELEPHONE/COMMUNI	\$7.70	72687500107	ADMIN-PRI 7/9-8/8
E 100-514100-225		TELEPHONE/COMMUNI	\$38.50	72687500107	CLERK-PRI 7/9-8/8
E 100-515600-225		TELEPHONE/COMMUNI	\$23.10	72687500107	TREAS-PRI 7/9-8/8
E 100-515400-225		TELEPHONE/COMMUNI	\$15.40	72687500107	ASSESSOR-PRI 7/9-8/8
E 100-522310-225		TELEPHONE/COMMUNI	\$15.40	72687500107	B.I.-PRI 7/9-8/8
E 100-533110-225		TELEPHONE/COMMUNI	\$23.10	72687500107	ENG-PRI 7/9-8/8
E 100-566310-225		TELEPHONE/COMMUNI	\$15.40	72687500107	PLAN-PRI 7/9-8/8
E 100-533210-225		TELEPHONE/COMMUNI	\$30.80	72687500107	DPW-PRI 7/9-8/8
E 220-555390-225		TELEPHONE/COMMUNI	\$30.80	72687500107	REC-PRI 7/9-8/8
E 100-555140-225		TELEPHONE/COMMUNI	\$15.40	72687500107	SR CTR-PRI 7/9-8/8
E 601-573825-225		TELEPHONE/COMMUNI	\$61.60	72687500107	CWRC-PRI 7/9-8/8
E 100-522410-225		TELEPHONE/COMMUNI	\$23.10	72687500107	EM-PRI 7/9-8/8
E 100-522230-225		TELEPHONE/COMMUNI	\$15.40	72687500107	FD-PRI 7/9-8/8
E 240-555320-225		TELEPHONE/COMMUNI	\$38.50	72687500107	POOL-PRI 7/9-8/8
E 100-514700-220		Internet	\$1,065.00	72687500107	CH-INTERNET 7/9-8/8
E 100-533210-350		OPERATING SUPPLIES	\$117.48	72687500107	DPW-INTERNET 7/9-8/8
E 100-555510-220		Internet	\$117.48	72687500107	PARKS-INTERNET 7/9-8/8
E 100-555510-220		Internet	\$107.98	72687500107	GYM-INTERNET 7/9-8/8
E 100-522410-220		Internet	\$134.98	72687500107	EM-INTERNET 7/9-8/8
G 100-136100		ACCTS REC - FIRE DEP	\$210.00	72687500107	FD-ETHERNET INTRASTATE 7/9-8/8
E 240-555320-220		Internet	\$134.98	72687500107	POOL-INTERNET 7/9-8/8
E 100-555510-220		Internet	\$112.97	72687500107	CDR CREEK PARK-INTERNET 7/9-8/8
E 601-573825-225		TELEPHONE/COMMUNI	\$134.98	72687500107	CWRC-INTERNET 7/9-8/8
E 260-555110-225		TELEPHONE/COMMUNI	\$137.96	72687500107	LIBR-INTERNET/VOICE 7/9-8/8

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 5

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522110-225		TELEPHONE/COMMUNI	\$419.45	72687500107	PD-PRI2 7/8-8/7
		Total	\$3,124.45		
<b>38324</b>	07/23/21	<b>U.S. CELLULAR</b>			
E 601-573825-225		TELEPHONE/COMMUNI	\$10.88		CWRC-TABLET
E 100-533110-225		TELEPHONE/COMMUNI	\$42.88		ENG-TELECOM
E 100-522310-225		TELEPHONE/COMMUNI	\$42.38		BI-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$25.88	0428017352	CWRC-TABLET
E 100-522310-225		TELEPHONE/COMMUNI	\$92.78	0428017352	BI-TELECOM
E 100-533210-225		TELEPHONE/COMMUNI	\$25.38	0428017352	DPW-TABLET
E 601-573825-225		TELEPHONE/COMMUNI	\$38.88	0428017352	CWRC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$10.88	0428017352	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.88	0428017352	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$39.88	0428017352	DPW-TABLET-HOTSPOT
E 601-573825-225		TELEPHONE/COMMUNI	\$39.88	0428017352	CWRC-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.88	0428017352	PARKS-TABLET
E 100-555510-225		TELEPHONE/COMMUNI	\$10.88	0428017352	PARKS-TABLET
E 100-533210-225		TELEPHONE/COMMUNI	\$25.38	0428017352	DPW-IPAD
E 100-533210-225		TELEPHONE/COMMUNI	\$42.88	0428017352	DPW-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$15.40	0428017352	CH-TELECOM
E 100-533110-225		TELEPHONE/COMMUNI	\$38.88	0428017352	ENG-TELECOM
E 100-555145-225		TELEPHONE/COMMUNI	\$3.16	0428017352	SC-TELECOM
E 100-555510-225		TELEPHONE/COMMUNI	\$42.88	0428017352	PARKS-TELECOM
E 601-573825-225		TELEPHONE/COMMUNI	\$38.88	0428017352	CWRC-DUTY PHONE
		Total	\$609.80		
<b>38325</b>	07/23/21	<b>UNEMPLOYMENT INSURANCE</b>			
E 700-519400-393		UNEMPLOYMENT COMP	\$210.43	00001093547	ISF-UNEMPLOY INS - JUNE 2021
		Total	\$210.43		
<b>38326</b>	07/23/21	<b>UNIFIRST CORPORATION</b>			
E 601-573825-372		SAFETY EQUIPMENT	\$90.65	096 1194163	CWRC-UNIFORMS
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1194165	DPW-UNIFORMS/WIPERS
		Total	\$140.16		
<b>38327</b>	07/23/21	<b>VILLAGE OF FOX POINT</b>			
E 100-515600-330		TRAVEL & TRAINING	\$8.00	MTG REG	TREAS-MTAW DISTR 5 MEETING
		Total	\$8.00		
<b>38329</b>	07/23/21	<b>WISCONSIN HUMANE SOCIETY</b>			
E 100-522110-213		ANIMAL POUND	\$90.00	2059	PD--JUNE 2021 BOARDING FEES
		Total	\$90.00		
<b>38330</b>	07/23/21	<b>WONDRA CONSTRUCTION INC</b>			
E 353-566710-452		TIF - GRADING	\$5,318.45	PAY REQ #3	TIF #6-GRADING PAY REQ #3
E 353-566710-453		TIF - ROAD AND GUTTE	\$16,524.06	PAY REQ #3	TIF #6-ROAD & GUTTER PAY REQ #3
E 353-566710-460		TIF - STORMWATER MG	\$344,310.78	PAY REQ #3	TIF #6-STORMWATER MGMT PAY REQ #3
E 353-566710-451		TIF - SANITARY SEWER	\$2,274.10	PAY REQ #5	TIF #6-SANITARY SEWER PAY REQ #5
E 353-566710-459		TIF - WATER SYSTEM	\$280,655.17	PAY REQ #5	TIF #6-WATER SYSTEM PAY REQ #5
E 353-566710-460		TIF - STORMWATER MG	\$4,874.11	PAY REQ #5	TIF #6-STORMWATER MGMT PAY REQ #5

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 6

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 353-566710-453		TIF - ROAD AND GUTTE	\$144.19	PAY REQ #5	TIF #6-ROAD & GUTTER PAY REQ #5
		Total	\$654,100.86		
<b>38331</b>	07/30/21	<b>AT&amp;T LONG DISTANCE</b>			
E 260-555110-225		TELEPHONE/COMMUNI	\$1.59	837240434	June long distance phone
E 100-522110-225		TELEPHONE/COMMUNI	\$2.43	860224829	June long distance phone
		Total	\$4.02		
<b>38332</b>	07/30/21	<b>AT&amp;T MOBILITY</b>			
E 100-522110-225		TELEPHONE/COMMUNI	\$1,039.04	28728905110	PD cell phones
		Total	\$1,039.04		
<b>38333</b>	07/30/21	<b>AT&amp;T</b>			
E 100-533210-225		TELEPHONE/COMMUNI	\$76.50	26237576030	Jun 17-Jul 16 statement
E 260-555110-225		TELEPHONE/COMMUNI	\$284.67	26237576030	Jun 17-Jul 16 statement
E 601-573825-225		TELEPHONE/COMMUNI	\$104.16	26237576030	Jun 17-Jul 16 statement
E 100-518100-225		TELEPHONE/COMMUNI	\$103.57	26237576030	Jun 17-Jul 16 statement
E 100-522230-225		TELEPHONE/COMMUNI	\$79.79	26237576030	Jun 17-Jul 16 statement
E 100-522110-225		TELEPHONE/COMMUNI	\$88.15	26237576240	Jun 17-Jul 16 statement
		Total	\$736.84		
<b>38334</b>	07/30/21	<b>AURORA HEALTH CARE</b>			
E 100-515600-210		PROFESSIONAL SERVIC	\$48.00	1999021	Treas drug test new employee
		Total	\$48.00		
<b>38335</b>	07/30/21	<b>BADGER POPCORN &amp; CONCESSION</b>			
E 240-555321-350		OPERATING SUPPLIES	\$1,129.18	474062	Pool concessions
E 240-555321-350		OPERATING SUPPLIES	\$42.78	474276	Pool concessions
E 240-555321-350		OPERATING SUPPLIES	\$199.56	474335	Pool concessions
		Total	\$1,371.52		
<b>38336</b>	07/30/21	<b>BAKER &amp; TAYLOR AUDIOBOOK PRE</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$23.78	2036016945	Library audio books
E 260-555110-319		PUBLICATIONS AND SU	\$157.83	2036034918	Library audio books
E 260-555110-319		PUBLICATIONS AND SU	\$79.59	2036054854	Library audio books
		Total	\$261.20		
<b>38337</b>	07/30/21	<b>BAKER &amp; TAYLOR AV PRE PROCESS</b>			
E 260-555110-322		DONATION EXPENDITU	\$156.30	H15158980	Library publications
E 260-555110-322		DONATION EXPENDITU	\$86.07	H22723160	Library publications
E 260-555110-322		DONATION EXPENDITU	\$34.41	H38485600	Library publications
E 260-555110-319		PUBLICATIONS AND SU	\$29.33	H55986170	Library publications
E 260-555110-319		PUBLICATIONS AND SU	\$16.49	H56165730	Library publications
		Total	\$322.60		
<b>38338</b>	07/30/21	<b>BAKER &amp; TAYLOR BOOKS</b>			
E 260-555110-322		DONATION EXPENDITU	\$446.96	2034235902	Library publications
E 260-555110-322		DONATION EXPENDITU	\$385.56	2034359741	Library publications
E 260-555110-322		DONATION EXPENDITU	\$293.30	2036025435	Library publications
E 260-555110-319		PUBLICATIONS AND SU	\$295.25	2036035239	Library publications
E 260-555110-319		PUBLICATIONS AND SU	\$465.31	2036040075	Library publications

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 7

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 260-555110-319		PUBLICATIONS AND SU	\$463.02	2036045299	Library publications
E 260-555110-319		PUBLICATIONS AND SU	\$397.93	2036045300	Library publications
		Total	\$2,747.33		
<b>38339</b>	07/30/21	<b>BEYER'S HARDWARE</b>			
E 100-555510-240		REPAIR AND MAINTENA	\$56.76	165401	supplies-Forestry
E 100-555510-240		REPAIR AND MAINTENA	\$13.99	165436	supplies-Forestry
E 100-555510-240		REPAIR AND MAINTENA	\$51.98	165714	supplies-Forestry
E 100-555510-240		REPAIR AND MAINTENA	\$45.99	165742	supplies-Parks
E 100-555510-240		REPAIR AND MAINTENA	\$4.99	165757	supplies-Parks
E 100-533210-350		OPERATING SUPPLIES	\$3.99	165772	supplies-PW
E 100-533210-350		OPERATING SUPPLIES	\$6.74	165869	supplies-PW
E 100-533311-240		REPAIR AND MAINTENA	\$1.79	165925	supplies-PW
E 100-555510-240		REPAIR AND MAINTENA	\$7.64	165985	supplies-Forestry
E 100-533311-240		REPAIR AND MAINTENA	\$34.82	166069	supplies-PW
E 100-555510-240		REPAIR AND MAINTENA	\$56.68	166083	supplies-Forestry
E 100-533311-240		REPAIR AND MAINTENA	\$15.33	166106	supplies-Street repair
E 100-533311-240		REPAIR AND MAINTENA	\$9.88	166148	supplies-street repair
E 100-533210-353		MAINTENANCE PARTS	\$128.22	166192	supplies-PW
E 100-555510-240		REPAIR AND MAINTENA	\$26.52	166201	supplies-Parks
E 260-555110-310		OFFICE SUPPLIES	\$4.04	166230	supplies-Library wasp spray
E 100-533311-240		REPAIR AND MAINTENA	\$54.85	166290	supplies-PW
E 100-533311-240		REPAIR AND MAINTENA	\$8.99	166314	supplies-street repair & maint
		Total	\$533.20		
<b>38340</b>	07/30/21	<b>BOEHLKE BOTTLED GAS CORP.</b>			
G 221-161500		FUEL INVENTORY	\$911.74	167521	DPW fuel inventory
E 221-533210-240		REPAIR AND MAINTENA	\$119.00	168956	DPW fuel system repairs
		Total	\$1,030.74		
<b>38341</b>	07/30/21	<b>HEATHER BREEN THREATS</b>			
R 220-467317		YOUTH FOOTBALL REGI	\$45.00	072721	FLAG FOOTBALL CANCELLATION
		Total	\$45.00		
<b>38342</b>	07/30/21	<b>BROOKS TRACTOR</b>			
E 100-533210-353		MAINTENANCE PARTS	\$6.94	M53377	DPW parts
		Total	\$6.94		
<b>38343</b>	07/30/21	<b>CASPER'S TRUCK EQUIPMENT</b>			
E 400-533210-880		EQUIP REPLACEMENT	\$9,944.00	0049866-IN	DPW truck #80
		Total	\$9,944.00		
<b>38344</b>	07/30/21	<b>CEDARBURG FIRE DEPARTMENT</b>			
G 100-136100		ACCTS REC - FIRE DEP	\$60,206.59	FireIns	Fire insurance dues
		Total	\$60,206.59		
<b>38345</b>	07/30/21	<b>CORNERSTONE ONE, LLC</b>			
E 100-522100-240		REPAIR AND MAINTENA	\$3,782.00	19536	PD HVAC maint
		Total	\$3,782.00		
<b>38346</b>	07/30/21	<b>DATA COMM PLUS</b>			

## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 8

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 260-555110-225		TELEPHONE/COMMUNI	\$49.99	74522	Library telephone
		Total	\$49.99		
<b>38347</b>	07/30/21	<b>DISCOVERY COACH</b>			
E 100-555140-390		OTHER EXPENSES	\$100.00	20772	Fireside Trip Deposit - Joseph
		Total	\$100.00		
<b>38348</b>	07/30/21	<b>EGELHOFF LAWMOWER SERVICE</b>			
E 100-533210-353		MAINTENANCE PARTS	\$189.99	287970	DPW maint parts
E 100-555510-240		REPAIR AND MAINTENA	\$127.20	287991	Forestry maint parts
E 100-533210-353		MAINTENANCE PARTS	\$19.70	288273	DPW maint parts
		Total	\$336.89		
<b>38349</b>	07/30/21	<b>FASTENAL COMPANY</b>			
E 100-533311-240		REPAIR AND MAINTENA	\$35.18	WISAU12493	Street repair & maint
		Total	\$35.18		
<b>38350</b>	07/30/21	<b>FILM IDEAS, INC.</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$349.90	700232	Library publications
		Total	\$349.90		
<b>38351</b>	07/30/21	<b>GOLLNICK &amp; SONS TREE SERVICE</b>			
E 100-555510-290		MAINT/CONTRACTED S	\$1,200.00	21633	Forestry contracted services
		Total	\$1,200.00		
<b>38352</b>	07/30/21	<b>GRAFTON ACE HARDWARE</b>			
E 200-544210-240		REPAIR AND MAINTENA	\$29.47	167275	Cemetery maint
		Total	\$29.47		
<b>38353</b>	07/30/21	<b>GRAINGER</b>			
E 200-544210-240		REPAIR AND MAINTENA	\$31.13	9971801650	Cemtery maint
		Total	\$31.13		
<b>38354</b>	07/30/21	<b>HORIZON COMMERCIAL POOL SUPPLY</b>			
E 240-555320-350		OPERATING SUPPLIES	\$275.25	210708008-A	Pool operating supplies
E 240-555320-350		OPERATING SUPPLIES	\$295.45	210715007-A	Pool operating supplies
		Total	\$570.70		
<b>38355</b>	07/30/21	<b>HSI ARRABELLE, LLC.</b>			
E 351-566710-227		DEVELOPERS INCENTIV	\$233,953.75	2020	2020 developer incentive less City admin
R 351-469000		PUBLIC CHARGES FOR	(\$1,961.80)	2020	2020 developer incentive less City admin
		Total	\$231,991.95		
<b>38356</b>	07/30/21	<b>JANI-KING OF MILWAUKEE</b>			
E 100-533210-350		OPERATING SUPPLIES	\$390.53	MIL08210389	DPW cleaning
		Total	\$390.53		
<b>38357</b>	07/30/21	<b>KEMIRA WATER SOLUTIONS, INC.</b>			
E 601-573825-371		COAGULANTS	\$5,305.58	9017716175	WRC coagulants
		Total	\$5,305.58		
<b>38358</b>	07/30/21	<b>LINDSAY KILKENNY</b>			



# CITY OF CEDARBURG

08/03/21 9:11 AM

Page 9

## \*Check Detail Register©

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
R 100-463101		PUBLIC WORKS FEES	\$40.00	072221	refund appliance pickup
		Total	\$40.00		
<b>38359</b>	07/30/21	<b>MACQUEEN EQUIPMENT</b>			
E 100-533311-240		REPAIR AND MAINTENA	\$344.81	P20167	Street repair & maint
		Total	\$344.81		
<b>38360</b>	07/30/21	<b>MCKESSON MEDICAL-SURGICAL</b>			
E 240-555320-380		EQUIPMENT/CAPITAL O	\$212.79	18204299	Pool gloves
		Total	\$212.79		
<b>38361</b>	07/30/21	<b>MILLER-BRADFORD AND RISBERG</b>			
E 100-533440-240		REPAIR AND MAINTENA	\$1,646.79	P28112	storm repair & maint
		Total	\$1,646.79		
<b>38362</b>	07/30/21	<b>MILWAUKEE RUBBER PRODUCTS</b>			
E 601-573835-360		COLLECTION SYSTEM	\$179.80	0099691-IN	WRC Collection Sys maint
		Total	\$179.80		
<b>38363</b>	07/30/21	<b>MONARCH LIBRARY SYSTEM</b>			
E 260-555110-381		SHARED SYSTEM SERV	\$15.12	415510	April - June Telephony for Library
		Total	\$15.12		
<b>38364</b>	07/30/21	<b>MULCAHY SHAW WATER, INC.</b>			
E 601-573830-340		MAINTENANCE SUPPLIE	\$2,906.18	323484	WRC maint
		Total	\$2,906.18		
<b>38365</b>	07/30/21	<b>NAPA AUTO PARTS</b>			
E 100-533210-353		MAINTENANCE PARTS	(\$28.84)	5269-139859	PW maint parts
E 100-533210-353		MAINTENANCE PARTS	\$92.55	5269-140139	PW maint parts
E 100-533210-353		MAINTENANCE PARTS	\$91.99	5269-140366	PW maint parts
		Total	\$155.70		
<b>38366</b>	07/30/21	<b>NASSCO, INC.</b>			
E 260-555110-310		OFFICE SUPPLIES	\$135.92	6021888	Library office supplies
		Total	\$135.92		
<b>38367</b>	07/30/21	<b>NEWMAN CHEVROLET</b>			
E 100-533210-353		MAINTENANCE PARTS	\$172.96	171859	PW maint parts
		Total	\$172.96		
<b>38368</b>	07/30/21	<b>NORTH CENTRAL LABORATORIES</b>			
E 601-573825-370		LAB SUPPLIES	\$787.10	457364	WRC lab supplies
		Total	\$787.10		
<b>38369</b>	07/30/21	<b>OFFICE COPYING EQUIPMENT, LTD</b>			
E 100-514700-385		EQUIPMENT OUTLAY	\$9.47	AR145762	CH copier supplies
E 100-514700-385		EQUIPMENT OUTLAY	\$11.57	AR145763	CH copier supplies
		Total	\$21.04		
<b>38370</b>	07/30/21	<b>OFFICE DEPOT</b>			
E 260-555110-310		OFFICE SUPPLIES	\$136.49	18209725600	Library office supplies



## CITY OF CEDARBURG

08/03/21 9:11 AM

Page 10

**\*Check Detail Register©**

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522110-310		OFFICE SUPPLIES	\$52.09	18389975800	PD Admin office supplies
		Total	\$188.58		
<b>38371</b>	07/30/21	<b>OLSENS PIGGLY WIGGLY</b>			
E 240-555321-350		OPERATING SUPPLIES	\$35.08	40340	Pool concessions
E 240-555321-350		OPERATING SUPPLIES	\$29.13	40369	Pool concessions
E 240-555321-350		OPERATING SUPPLIES	\$15.99	40383	Pool concessions
E 240-555321-350		OPERATING SUPPLIES	\$127.26	40402	Pool concessions
		Total	\$207.46		
<b>38372</b>	07/30/21	<b>PACE ANALYTICAL SERVICES, LLC</b>			
E 601-573825-370		LAB SUPPLIES	\$315.00	2140103659	WRC lab supplies
		Total	\$315.00		
<b>38373</b>	07/30/21	<b>TINA PALLESEN</b>			
R 220-486000		MISCELLANEOUS REVE	\$330.00	072021	MAD SCIENCE REFUND
		Total	\$330.00		
<b>38374</b>	07/30/21	<b>PAYNE &amp; DOLAN, INC.</b>			
E 100-533311-240		REPAIR AND MAINTENA	\$113.51	1751588	STREET REPAIR & MAINT
		Total	\$113.51		
<b>38375</b>	07/30/21	<b>RAINBOW TREECARE SCIENTIFIC AD</b>			
E 100-555510-240		REPAIR AND MAINTENA	\$158.46	INV0073244	Forestry equip maint
		Total	\$158.46		
<b>38376</b>	07/30/21	<b>RICOH USA, INC</b>			
E 100-522110-240		REPAIR AND MAINTENA	\$991.08	9028974547	PD quarterly billing 8/1-10/31 copiers
		Total	\$991.08		
<b>38377</b>	07/30/21	<b>MOTION &amp; CONTROL ENTERPRISES L</b>			
E 100-533210-353		MAINTENANCE PARTS	\$116.37	a22051-001	DPW maint parts
		Total	\$116.37		
<b>38378</b>	07/30/21	<b>RIVOLI THEATRE</b>			
E 220-555390-347		SUPPLIES AND EXPENS	\$600.00		Rec special movie showing
		Total	\$600.00		
<b>38379</b>	07/30/21	<b>SCHOLASTIC LIBRARY PUBLISHING</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$899.27	30666756	Library publications
		Total	\$899.27		
<b>38380</b>	07/30/21	<b>SETTLERS INN</b>			
E 100-513200-330		TRAVEL & TRAINING	\$296.87	905427	Administrator's meeting
		Total	\$296.87		
<b>38381</b>	07/30/21	<b>SHERWIN WILLIAMS CO.</b>			
E 100-533311-240		REPAIR AND MAINTENA	\$59.65	7666-8	street repair & maint
E 100-533311-240		REPAIR AND MAINTENA	\$67.27	7766-6	street repair & maint
		Total	\$126.92		
<b>38382</b>	07/30/21	<b>SUNSET LAW ENFORCEMENT</b>			

# CITY OF CEDARBURG

08/03/21 9:11 AM

Page 11

## \*Check Detail Register©

Batch: 072321AP,072321USC,073021AP

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522120-347		SUPPLIES AND EXPENS	\$5,304.00	0005461-IN	Patrol supplies
		Total	\$5,304.00		
<b>38383</b>	07/30/21	<b>LES THOMPSON</b>			
E 100-555140-210		PROFESSIONAL SERVIC	\$220.00	072221	6 week watercolor class for senior center
		Total	\$220.00		
<b>38384</b>	07/30/21	<b>UNIFIRST CORPORATION</b>			
E 601-573825-372		SAFETY EQUIPMENT	\$78.35	096 1195264	WRC safety equipment
E 100-533210-350		OPERATING SUPPLIES	\$49.51	096 1195266	DPW operating supplies
		Total	\$127.86		
<b>38385</b>	07/30/21	<b>USA BLUEBOOK</b>			
E 601-573835-360		COLLECTION SYSTEM	\$41.82	656926	WRC collection system maint
		Total	\$41.82		
<b>38386</b>	07/30/21	<b>WEDIGE RADIATOR &amp; AC, INC.</b>			
E 100-533210-353		MAINTENANCE PARTS	\$385.00	188293	DPW maint parts
		Total	\$385.00		
<b>38387</b>	07/30/21	<b>WISCONSIN DEPT OF JUSTICE-TIME</b>			
E 100-522110-225		TELEPHONE/COMMUNI	\$422.25	455TIME-107	PD phone
		Total	\$422.25		
<b>38388</b>	07/30/21	<b>WMCA</b>			
E 100-514100-330		TRAVEL & TRAINING	\$150.00	0290-0310	Amy Kletzien registration for annual conference
		Total	\$150.00		
		<b>111300 PWSB Checking</b>	<b>\$1,042,140.60</b>		

### Fund Summary

#### **111300 PWSB Checking**

100 GENERAL FUND	\$104,938.08
200 CEMETERY FUND	\$304.92
220 RECREATION PROGRAMS FUND	\$1,290.80
221 FUEL SYSTEM - WASH BAY	\$6,216.94
240 SWIMMING POOL FUND	\$4,002.14
260 LIBRARY FUND	\$8,913.00
351 TIF DISTRICT FUND #5	\$231,991.95
353 TIF DISTRICT #6	\$659,735.86
400 CAPITAL IMPROVEMENTS FUND	\$9,944.00
601 WATER RECYCLING CENTER	\$14,592.48
700 RISK MANAGEMENT FUND	\$210.43
	<b>\$1,042,140.60</b>

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
7/21/21-7/30/21

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
PWSB CHECKING ACCOUNT		
7/27/2021	51,518.97	Light & Water-June charges
7/27/2021	5,886.02	Ozaukee County-tax payment
7/28/2021	255,000.00	PWSB Payroll
7/30/2021	6,191.48	PR#15 Health Savings Accounts
7/30/2021	1,588.18	PR#15 ICMA
7/30/2021	4,195.23	PR#15 North Shore Bank
7/30/2021	346.15	PR#15 State of WI child support
7/30/2021	250.00	PR#15 WI Deferred Comp
7/30/2021	79,103.54	WRS-June remittance
	<u>\$404,079.57</u>	

PWSB PAYROLL CHECKING ACCOUNT

7/30/2021	183,444.16	Payroll for 7/11/21-7/24/21
7/30/2021	72,003.60	Payroll taxes for 7/11/21-7/24/21
	<u>\$ 255,447.76</u>	

PWSB MONEY MARKET

7/28/2021	300,000.00	PWSB Checking
7/30/2021	300,000.00	PWSB Checking
	<u>\$ 600,000.00</u>	

CORNERSTONE MONEY MARKET

7/23/2021	\$700,000.00	PWSB Checking
-----------	--------------	---------------



City of Cedarburg

# City Administrator's Report

August 03, 2021

## 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 Asphalt Repair Project was awarded to Payne and Dolan. The project is located on Washington Avenue between Hamilton Road and Center Street and will begin September 21, 2021. The Interurban Crossing Project on Pioneer Road was awarded to Outdoor Lighting and is scheduled to be completed by September 24, 2021. Forward Way work is mostly finished. Hwy 60 phase three (3) (median work) begins today (8/3/2021)

The Public Works crew has been working on the bike path removing buckthorn, wild parsnip, and dead ash trees. The crew is also preparing for Country in the Burg. Painting lines on roadways and fixing pot holes is ongoing. The posting for Don Hahn's position will happen soon. College staff will be returning to school around August 20, 2021.

**Fire Department**—Ad Hoc Joint Fire Committee meetings with the Town and City continue. Fire Chief Vahsholtz has been meeting with Administrators and elected officials to discuss possible Fire Department consolidation. It is too early in the process for any decisions since there are no hard figures known at this time. The Ozaukee County Fair was a success with very low call volume. The Fire Department is gearing up for Maxwell Street Days and Country in the Burg while staying informed about the Covid variant.

**Parks, Recreation & Forestry**—Flag Football program begins Saturday, August 7, 2021. The Pool closes in approximately (3) weeks. It was a good year for sales of pool passes. Fall/Winter program registration begins September 1, 2021.

**Treasurer**— The Department is preparing for new accounting software. Training will begin Monday, August 9, 2021. The new part time employee, Maria, begins on Monday August 9, 2021.

**Library**— Director Pierschalla posted CDC Guidelines on Library doors regarding Covid-19. In June, the Library had over 9,000 visitors. The Book Bike, funded by Friends of the Cedarburg Library, has been very well received. Cathy Holnagel will be retiring from the Library after 33 years of service. An open house for her will take place Monday, August 30, from 4:00 p.m.—6:00 p.m.

**Light & Water**—Training is underway for a new accounting software. The water tower painting has begun. Despite the contractor being short staffed, the project should be complete by the end of August. Operations must shut down if weather conditions become too windy.

**Senior Center**—The Senior Center is actively seeking a Senior Center Supervisor. Programs are back up and open with a few tours scheduled for Fall. Meal site will reopen last week of August.

**Clerk**— The new Administrative Assistant, Jessica Campolo, begins on August 9, 2021.

**Water Recycling Center**— The Combination Truck is back from the shop and able to resume sewer cleaning. A staff member is currently out with Covid and must remain quarantined.

**Administrator**— Staff should continue to work on budgets and updating the Strategic Plan.

Respectfully submitted,

Mikko Hilvo  
City Administrator

## 2021 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Single Family	2	3	3	5	2	1							16
Duplex				2		2							4
Assessory Building			1	6	2	3	1						13
Addition/Alteration	34	15	26	28	20	33	17						173
Commerical New Constructio			1										1
Commercial Additions/Alterati			1			2							3
Pools			1										1
Razing			1	1									2
Heat/Vent	19	19	28	38	24	31	31						190
Signs	1		3		5	2	3						14
Plumbing	39	27	43	38	41	38	30						256
Electrical	28	27	42	44	39	38	37						255
Occupancy	7	4	6	8	7	5	4						41
TOTAL VALUE TO CITY	1,535,250	2,278,091	4,009,238	3,457,364	1,497,787	1,918,081	688,232						15,384,043
INSPECTIONS													
JOE JACOBS	3	3	1	4	5	8	4						28
MICHAEL BAIER	173	197	220	193	236	174	149						1342
ROGER KISON							33						33