

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
MONDAY AUGUST 30, 2021 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, August 30, 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.

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. APPROVAL OF MINUTES – August 9, 2021 Common Council Minutes*
8. NEW BUSINESS
 - A. Oaths of Office – Patrol Officers Anthony (TJ) Schlice and James Bailey
 - B. Discussion and possible action on Resolution Nos. 2021-13, 2021-14 and 2021-15 honoring new retirees, Don Hahn, Jay Buntrock, and Cathy Holnagel*
 - C. Discussion and possible action on recommendation of Police Chief to deny new Operator's license application of Andrew Klug*
 - D. Discussion and possible action on Ordinance No. 2021-16 to approve a new Bond Deposit Schedule for the Cedarburg Police Department*
 - E. Discussion and possible action on the possibility of a sidewalk extension on the east side of Sheboygan Road directly south of the Glen at Cedar Creek*

- F. Discussion and possible action to approve the Amended and Restated Memorandum of Understanding between the City of Cedarburg and the Wisconsin Department of Transportation*
- G. Discussion and possible action on Mayoral appointments to the Community Development Authority, Light & Water Commission, and Library Board*
- H. Discussion only on remote meeting attendance policy/ordinance*
- I. Discussion and possible action on License/Permit applications***
 - 1. Consider approval of new Operator License applications for the period ending June 30, 2022 for: Charles S. Baumle, Janet M. Kunz, and Zachary M. Bonno
 - 2. Consider approval of renewal Operator License application for the period ending June 30, 2022 for: Emily K. Albert
- J. Discussion and possible action on payment of bills dated 07/31/2021 through 08/26/2021, transfers for the period 08/01/2021 through 08/27/2021 and payroll for period 07/25/2021 through 08/21/2021*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report*

10. COMMUNICATIONS

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

11. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85 (1)(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 August 9, 2021 closed session minutes
- B. Discussion on Prochnow Landfill
- C. Discuss City Administrator Evaluation and Compensation

12. RECONVENE TO OPEN SESSION

13. ADJOURNMENT

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

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

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

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

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.

08/26/21 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.
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, (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 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, (262) 375-7917.

**CITY OF CEDARBURG
COMMON COUNCIL
August 9, 2021**

**CC20210809-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, August 9, 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 Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan

Also Present - City Administrator Mikko Hilvo, City Attorney Michael Herbrand, Deputy City Clerk Amy Kletzien, Director of Engineering and Public Works Mike Wieser, City Planner Jon Censky, Public Works Mechanic Bill Hintz, interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

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

COMMENTS AND SUGGESTIONS FROM CITIZENS

Andrew Whaley, W62 N628 Washington Avenue, explained that he and his family live on Washington Avenue and they enjoy most of the events downtown Cedarburg; however, he sometimes has a front row seat to bad behavior. Although he applauds the City for finding creative ways to raise revenue, he witnessed a recent bachelorette party on the Peddle Tavern acting inappropriately while walking with his four-year-old son. One occupant was waving an extremely inappropriate item in public, and that behavior should not be allowed. He hopes by bringing this concern to the Common Council that it will prompt a discussion on the appropriate conduct for participants on the Peddle Tavern and produce some type of guidelines.

PRESENTATION BY ENTERPRISE FLEET MANAGEMENT ON LEASING AND FLEET MANAGEMENT PROGRAM

Matt Jaskowiak from Enterprise Fleet Management stated that they service over 1,200 Government Agency clients nationwide. They deliver solutions and drive results through:

- Acquisition
- Financing/credit lines
- License, title, and registration
- After market vehicle customization
- Maintenance programs
- Fuel programs

- Accident/risk management
- Telematics
- Driver safety
- Vehicle resale

He explained the effective vehicle life cycle and the optimal time to replace. He gave examples of Government buying power and how the program works. Matt Jaskowiak explained that the Open-End Lease provides a proactive replacement strategy, appropriate vehicle selection, appropriate funding structure, and annual budget planning.

Matt Jaskowiak continued by presenting a Support Fleet Synopsis for the City of Cedarburg by explaining the situation, the objectives, and the following results:

By partnering with Enterprise Fleet Management, the City of Cedarburg will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Cedarburg will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 114% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Cedarburg will have a much more sustainable and predictable budget moving forward.

Major Financial Finding:

- *Over 10 years, the City of Cedarburg will net save \$895,000.*
- *The City of Cedarburg will see a sustainable annual savings of \$55,000 (when looking from year 6 and after).*
- *The fleet program can have a fixed sustainable spend of \$60,000 over the next 10 years.*
 - *While still having an equity balance at the end of year 10 of \$149,668 to roll into year 11.*

In answer to Council Member Bublitz's question, Mr. Jaskowiak explained that Enterprise Fleet Management makes their money at the front end by charging a management fee per vehicle per month.

Council Member Bublitz suggested talking to the Finance Committee and contacting other municipalities who use this program.

Council Member Simpson asked if CVMIC will insure this type of program and the answer was yes. There is typically a 5% increase in insurance with new vehicles.

Public Works Mechanic Bill Hintz expressed concern about upfitting each piece of equipment to meet the needs of the City.

Mr. Jaskowiak explained that they have experience in this area and cited successfully working with Sheboygan.

City Administrator Hilvo asked the Common Council if they were interested in this program and whether more staff time should be put into possibly implementing this program.

It was the consensus of the Common Council to support this type of program. There should be further discussion with Staff and Mechanic Bill Hintz, to work on a plan for 2022 and bring it back to the Common Council for consideration.

APPROVAL OF MINUTES

Motion made by Council Member Thome, seconded by Council Member Bublitz, to approve the July 7 and July 26, 2021 Common Council minutes. Motion carried without a negative vote.

NEW BUSINESS

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 FOUR SEPARATE PARCELS; AND ACTION THEREON

Planner Censky explained the applicant's Town of Cedarburg parcel is located 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 is required. Specifically, the applicant is requesting to split his 32.39-acre parent parcel of land located at 1375 Horns Corners road into four parcels consisting of 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.

This CSM was reviewed and approved by the Town of Cedarburg Plan Commission on June 16, 2021. The Plan Commission approved this CSM by unanimous vote at their August 2, 2021 meeting. Council's approval is recommended subject to the conditions of the Town Plan Commission meeting.

Motion made by Council Member Arnett, seconded by Council Member Burkart, to approve the 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 four separate parcels subject to the conditions of the Town Plan Commission. Motion carried without a negative vote.

CONSIDER FINAL PLAT AND DEVELOPMENT AGREEMENT APPROVAL OF THE HIDDEN GROVE SUBDIVISION LOCATED AT N104 W6620 SUSAN LANE; AND ACTION THEREON

Planner Censky explained that 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. 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.

Planner Censky stated that 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 this annexation petition. Staff has no objection subject to the stipulations as listed:

- 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.

The Plan Commission approved the Final Plat and the Development Agreement by unanimous vote.

Motion made by Council Member Thome, seconded by Council Member Bublitiz, to approve the Final Plat and Development Agreement for the Hidden Grove Subdivision located at N104 W6620 Susan Lane subject to staff's stipulations. Motion carried without a negative vote.

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

Motion made by Council Member Bublitiz, seconded by Council Member Simpson, to approve an Amplified Music/Sound permit in the outdoor alcohol beverage seating area for C. Wiesler's at W61 N493 Washington Avenue. Motion carried without a negative vote.

DISCUSSION ON HIRING A CONSULTANT FOR PLANNING FOR SMART GROWTH AREA #2; AND ACTION THEREON

City Administrator Hilvo explained that the Economic Development Board has been discussing the future of smart growth area #2 (Weil Pump site on Western Avenue) 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. The City 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.

Matt Frydach and Scott Harrington of TKWA and Scott Vandewalle of Vandewalle Associates made a presentation to the Common Council. They began by explaining that they outlined in general terms the anticipated tasks and associated cost to execute a preliminary economic feasibility study for the site. They will refine the scope based on the City's specific requirements.

- Task 1: Existing Conditions Analysis which will create a Neighborhood Base map for use in Tasks 2 and 3.
- Task 2: Prepare Concept Plan(s) PDF
- Task 3: Prepare Deferred Redevelopment Plan and Redevelopment Guidance which will create a Digital Preferred Concept Plan (PDF), Digital Vision Sketch (3D Model Views) and 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 alternative – If requested, TKWA and Vandewalle can participate with City staff in public meetings to present alternatives and determine a preferred concept plan.
- Alternate Task B: Participate in public meeting to present preferred concept and redevelopment guidance – They would participate with City staff in public meetings 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

Discussion ensued and the following comments and concerns were mentioned:

- This study is not budgeted and would come from the General Fund Balance. The City should be cautious.
- This site could be eligible for a TID.
- Possibly the Community Development Authority could get involved.
- There is a known environmental problem where hotspots were identified in the 1990s.
- The owner should be responsible for the environmental cleanup.
- This is an important piece of property for the City and needs to be redeveloped accordingly.
- The owner should be asked to help fund the study.
- Does the City have the right to initiate a study on private property?
- It is appropriate to be proactive vs. reactive and promote activity, per City Attorney Herbrand.
- This project should be City driven.
- The City needs the owners support to be effective and it would be beneficial to make it a Public/Private partnership.

The final consensus was to seek Community Development Authority input, talk to the owner for a possible partnership, and possibly budget for this study in 2022.

CONSIDER LICENSE/PERMIT APPLICATIONS; AND ACTION THEREON

Motion made by Council Member Verhaalen, seconded by Council Member Burkart, to approve 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. Vorpagel. Motion carried without a negative vote.

Motion made by Council Member Verhaalen, seconded by Council Member Thome, to approve renewal Operator License applications for the period ending June 30, 2022 for Stephen C. Bicek, Stephen S. Ladd, and Brady S. Curtis. Motion carried without a negative vote.

Motion made by Council Member Verhaalen, seconded by Council Member Arnett, to authorize the granting of a 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. Motion carried without a negative vote.

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 07/25/2021; AND ACTION THEREON

Motion made by Council Member Burkart, seconded by Council Member Bublitz, to approve 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. Motion carried without a negative vote.

ADMINISTRATOR’S REPORT

City Administrator Hilvo thanked Finance Director/Treasurer Mertes for a great budget for 2021, as the City received the GFOA Distinguished Budget Presentation Award.

COMMENTS AND SUGGESTIONS FROM CITIZENS – None

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Burkart asked City Administrator Hilvo to look at the Cedarburg app for not accepting her request.

MAYOR REPORT – None

ADJOURNMENT – CLOSED SESSION

Motion made by Council Member Burkart, seconded by Council Member Bublitz, to adjourn to closed session at 9:06 p.m. 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 the City Administrator’s evaluation and compensation. Approval of July 26, 2021 closed session

minutes. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome, and Lythjohan voting aye.

RECONVENE TO OPEN SESSION

Motion made by Council Member Bublitz, seconded by Council Member Lythjohan, to reconvene to open session at 9:36 p.m. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome, and Lythjohan voting aye.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 9:37 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC
Deputy City Clerk

**CITY OF CEDARBURG
RESOLUTION NO. 2021-13**

A Resolution Honoring Don Hahn

WHEREAS, Don Hahn has completed thirty-five years of employment with the City of Cedarburg as a Public Works and Parks & Forestry/Crewperson for the City of Cedarburg; beginning his employment at the Public Works Department on January 13, 1986; and

WHEREAS, Don Han has conscientiously and capably served the City of Cedarburg and its citizens with road maintenance involving snowplowing, road construction, curb and flat concrete replacement, sign installation, street painting, catch basins, and operating sewer cleaning equipment; and

WHEREAS, Don Hahn in addition to his regular duties assisted in installation and repair of all park equipment, maintenance of parks, ball diamonds, parkways and boulevards, tree trimming and removals, tree stump removal and restoration, brush chipping, and recycling center assistance; and

WHEREAS, Don Hahn was involved in the design of the recycling center and was invaluable to his Supervisors as a leader in their absence; and

WHEREAS, Don Hahn diligently operated the Departments heavy snow removal equipment for the downtown area in the early hours to allow residents, business owners and employees safe passage to their morning destinations; and

WHEREAS, Don Hahn was an advocate for safety during special events by working with the Cedarburg Police Department and helping with the design and implementation of the directional barricades throughout the City for Festivals, Maxwell Street Days, and the Fourth of July since the late 1980s, working many weekends to be available for public works duties; and

WHEREAS, Don Hahn received a Certificate of Merit in 1997 for his awareness, initiative and quick response in preventing serious physical injury to a two-year-old child; and

WHEREAS, Don Han showed exceptional performance during the installation of the All Children's Playground, which also included his volunteer services on Saturdays; and

WHEREAS, the citizens of the City of Cedarburg have greatly benefited from the exceptional pride Don Hahn has taken in his day-to-day activities; and his integrity, courtesy and professionalism have earned him the respect of the community, his co-workers, and peers.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Cedarburg and the citizens of the City join in expressing their sincere appreciation to Don Hahn for his contributions to the City of Cedarburg operations and maintenance and extend their best wishes to him for a well-deserved and enjoyable retirement.

Passed and adopted this 30th day of August 2021.

Michael J. O'Keefe

Attest:

Tracie Sette, City Clerk

**CITY OF CEDARBURG
RESOLUTION NO. 2021-14**

A Resolution Honoring Jay Buntrock

WHEREAS, Jay Buntrock has completed twenty years of employment with the City of Cedarburg as the Custodian; and

WHEREAS, during his twenty years, Jay Buntrock has conscientiously and capably served the City of Cedarburg and its citizens and has been dedicated to the highest principles of community service; and

WHEREAS, Jay Buntrock added the Police Department to his daily routine in 2010; and

WHEREAS, Jay Buntrock is to be commended for his tireless effort and flexibility in maintaining the City Hall complex and the Police Department building. He diligently watched the scheduled activities in the meeting rooms and always prepared them accordingly; and

WHEREAS, Jay Buntrock showed exceptional performance during elections, festivals, and special events in the Senior Center and Community Gym to keep the buildings to the level of excellence that Cedarburg expects; and

WHEREAS, the citizens of the City of Cedarburg have greatly benefited from the exceptional pride Jay Buntrock has taken in his day-to-day activities; and his integrity, courtesy and professionalism have earned him the respect of the community, his co-workers, and peers.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Cedarburg and the citizens of the City join in expressing their sincere appreciation to Jay Buntrock for his contributions to the City of Cedarburg operations and maintenance and extend their best wishes to him for a well-deserved and enjoyable retirement.

Passed and adopted this 30th day of August 2021.

Michael J. O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

**CITY OF CEDARBURG
RESOLUTION NO. 2021-15**

A Resolution Honoring Library Circulation Supervisor Cathy Holnagel

WHEREAS, Cathy Holnagel has completed thirty-three years of service with the Cedarburg Public Library; beginning her employment in September of 1988 she worked under six Directors and held many positions, ultimately becoming the Circulation Supervisor in 2014 when the new library opened; and

WHEREAS, during her thirty-three years of service, Cathy Holnagel has conscientiously and capably served the Cedarburg Public Library, the City of Cedarburg, and its citizenry; and has demonstrated the highest principles of community service while exhibiting high moral and ethical standards; and

WHEREAS, Cathy Holnagel demonstrated sound judgment and decision-making in matters involving the Cedarburg Public Library; and her integrity, reliability, courtesy, creativity, positive attitude, professionalism, and ability to always learn something new earned her the respect of the community, her co-workers, and peers; and

WHEREAS, during her service at the Cedarburg Public Library, Cathy Holnagel went from using a typewriter to using a computer, from using reference books to using websites, from working in a 43-year-old building to working in a new building that is admired by the community, has managed multiple staff members in her department, worked with 32 other libraries in the Monarch System, and always maintained positive patron service in all situations; and

WHEREAS, Cathy Holnagel has a commitment to the City of Cedarburg evident in her many years of service. It is this commitment that is being honored today and recognized as someone who has provided essential service to the residents of Cedarburg which was made very clear during the pandemic when the library was helping people in person and remotely with their various needs; and

WHEREAS, the Cedarburg Public Library and the City of Cedarburg have benefited significantly from the essential skills, essential services, and strong work ethic of Cathy Holnagel.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Cedarburg, members of the Library Board, staff, and the citizens of the City of Cedarburg join in expressing their sincere appreciation to Cathy Holnagel and the necessary service she has provided for the community and extend to her best wishes for a well-deserved and enjoyable retirement.

Passed and adopted this 30th day of August, 2021.

Michael J. O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Cedarburg Police

Memo

To: Mayor O'Keefe and Cedarburg Common Council
From: Police Chief Tom Frank
Date: July 29, 2021
Re: Recommendation to deny application for operator's license to serve fermented malt beverages and intoxication liquors

It is my recommendation to deny the license application submitted by Andrew J Klug for a license to serve fermented malt beverages and intoxication liquors.

Mr. Klug has been convicted of the following offenses which are directly related to the licensed activity.

02/01/2010 – Operating while intoxicated

02/19/2010 – Possession of THC misdemeanor

02/27/2011 – Operating while revoked

05/07/2012 – Possession of THC misdemeanor

09/12/2018 – Possession of THC and Drug Paraphernalia misdemeanor

09/15/2020 – Operating while impaired misdemeanor

CITY OF CEDARBURG

MEETING DATE: August 30, 2021

ITEM NO: 8.D.

TITLE: Discussion and possible action on Ordinance No. 2021-16 to approve a new Bond Deposit Schedule for the Cedarburg Police Department

ISSUE SUMMARY: Mid Moraine Municipal Court is recommending revising the Adult and Juvenile Bond Deposit Schedule for municipalities within the Mid Moraine Court System. The recommendation includes an increase of \$25 for first offenses, \$35 for second offenses, and \$45 for third and subsequent offenses. The Juvenile Bond Deposit Schedule has also been revised to be easier to use and more reflective of any statutory requirements.

STAFF RECOMMENDATION: Approve the new Bond Deposit Schedule

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT:

ATTACHMENTS: New Bond Deposit Schedule and Ordinance 2021-16

INITIATED/REQUESTED BY: Mid Moraine Municipal Court

FOR MORE INFORMATION CONTACT: Police Chief Tom Frank (262) 375-7620

ORDINANCE NO. 2021-16

An Ordinance Repealing and Replacing Section 1-2-4 Schedule of Deposits

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

SECTION 1. Section 1-2-4 of the Municipal Code of the City of Cedarburg is hereby and repealed and recreated as follows:

WHEREAS, the City has previously elected to use the citation method as one method of enforcing ordinances; and

WHEREAS, Wis. Stat. § 66.0113(c) provides that a municipality shall adopt a schedule of cash deposits for ordinance violations, plus costs, fees and surcharges imposed, for which a citation must be issued; and

WHEREAS, from time to time it is necessary to update the schedule of cash deposits;

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

- I.** That the bond deposit schedule attached as an exhibit to this Ordinance is hereby approved and adopted effective with violations occurring on or after October 1, 2021. Any previously approved bond deposit schedule is no longer in force after that date except for violations occurring prior to October 1, 2021.
- II.** That Section 1-2-4(a) of the Municipal Code of the City of Cedarburg be repealed and recreated to read as follows:

The Common Council hereby establishes a schedule of cash deposits for use with citations issued for violations of this Code not subject to a statewide deposit schedule. The deposit schedule is on file with the City Clerk and with the clerk of the Mid-Moraine Municipal Court.

- III.** That Section 1-2-4(b) of the Municipal Code of the City of Cedarburg be repealed and recreated to read as follows:

Deposits shall be made to the clerk of the Mid-Moraine Municipal Court at the Municipal Court administrative office in West Bend or as otherwise directed or allowed by the Court. The clerk of the Court shall give a receipt for any cash deposit.

SECTION 2. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or

portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

Passed and adopted this 30th day of August, 2021.

Attest:

Mike O’Keefe, Mayor

Tracie Sette, City Clerk

Approved as to form:

Michael Herbrand, City Attorney

Exhibit 1**MID-MORAINÉ MUNICIPAL COURT ADULT (17 YOA & OLDER) BOND DEPOSIT SCHEDULE**

RECOMMENDED FOR APPROVAL BY OCTOBER 1, 2021

Violation Description	RECOMMENDED BOND SCHEDULE						CURRENT BOND SCHEDULE					
	FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE		FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE	
	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total
Recommended increase of \$25 for first offense												
Recommended increase of \$35 for second offense												
Recommended increase of \$45 for third and subsequent offenses												
Address Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Alarms (False, Fail Respnd, No Prmt)	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Alcohol (Other Ord, i.e., Open Contr)	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Animal Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Bars (Open After Hrs)	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
Battery	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
Bicycle Violations	100.00	187.00	100.00	187.00	100.00	187.00	75.00	155.50	75.00	155.50	75.00	155.50
Building Code Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Burning or Fire Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Contributing to Truancy	150.00	250.00	235.00	357.10	345.00	495.70						
Criminal Damage to Property (CDTP)	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Curfew Violations	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Disorderly Conduct	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
Disorderly Conduct w/MV	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Drug Paraphernalia	325.00	470.50	435.00	609.10	500.00	691.00	300.00	439.00	400.00	565.00	500.00	691.00
Dumping Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Fireworks	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Fraud Gas Station	175.00	281.50	185.00	294.10	200.00	313.00	125.00	218.50	200.00	313.00	300.00	439.00
Fraud Other Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Gambling	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Graffiti	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
Harassment	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Lewd & Lascivious Behavior	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
License Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Littering	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Loitering	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Marijuana	325.00	470.50	435.00	609.10	500.00	691.00	300.00	439.00	400.00	565.00	500.00	691.00
Misuse 9-1-1	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Noise Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Nuisance Violations (Garbage, Junk)	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Obscenity	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Obstructing or Resisting	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00

MID-MORAINES MUNICIPAL COURT ADULT (17 YOA & OLDER) BOND DEPOSIT SCHEDULE

RECOMMENDED FOR APPROVAL BY OCTOBER 1, 2021

Violation Description	RECOMMENDED BOND SCHEDULE						CURRENT BOND SCHEDULE					
	FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE		FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE	
	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total
Park Violations	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Party to the Offense	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Permit Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Play Vehicles	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Property (CDTP, All Others)	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Property (Theft, Stolen, Rec Stolen Prop)	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
Public Nuisances	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Retail Theft	325.00	470.50	435.00	609.10	545.00	747.70	300.00	439.00	400.00	565.00	500.00	691.00
School Violations (DC, Unauth Presc)	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Sexting - NEW	150.00	250.00	235.00	357.10	345.00	495.70						
Skateboarding / Inline	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Snow or Ice Removal	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Snowmobiles	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Telephone Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Theft of Library Material	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Theft Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Tobacco Violations	100.00	187.00	160.00	262.60	220.00	338.20	75.00	155.50	125.00	218.50	175.00	281.50
Trains	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Trespassing	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Truancy	50.00	124.00	100.00	187.00	100.00	187.00	125.00	218.50	200.00	313.00	300.00	439.00
Truancy HABITUAL	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Vaping - NEW	100.00	187.00	160.00	262.60	220.00	338.20						
Weapons	325.00	470.50	435.00	609.10	500.00	691.00	300.00	439.00	400.00	565.00	500.00	691.00
Worthless Checks	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	125.00	218.50	125.00	218.50
Zoning Violations	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00
Violations Not Listed Above	150.00	250.00	235.00	357.10	345.00	495.70	125.00	218.50	200.00	313.00	300.00	439.00

ALCOHOL - ADOPTING SECTION 125 Wisc. Stats.

*Violations under this section are counted within a one year period from date of violation except for 125.07(1)(a)2 (licensee or permittee) which is 30 months.

17 - 20 YOA (ADULT COURT)	RECOMMENDED BOND SCHEDULE						
	FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE		
	Fine	Total	Fine	Total	Fine	Total	
125.07(1)(a) Restrictions Violations	250.00	376.00	300.00	439.00	500.00	691.00	(Person, Licensee/Permittee not to procure, sell, dispense or give away)
125.07(4)(a) Procure/Attempt	250.00	376.00	300.00	439.00	500.00	691.00	(U/age who procures, on licensed premises, falsely represents age)
125.07(4)(b) UAL	100.00	187.00	200.00	313.00	300.00	439.00	(U/age who possess or consume alcohol)

MID-MORAINÉ MUNICIPAL COURT ADULT (17 YOA & OLDER) BOND DEPOSIT SCHEDULE

RECOMMENDED FOR APPROVAL BY OCTOBER 1, 2021

Violation Description	RECOMMENDED BOND SCHEDULE						CURRENT BOND SCHEDULE					
	FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE		FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE	
	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total
125.085(3)(b) ID Card Viol	300.00	439.00	400.00	565.00	500.00	691.00						

Bond Deposit Schedule Recommend for Approval by 10/01/21

R05/13/21

MID-MORAINES MUNICIPAL COURT JUVENILE (12-16 YOA) BOND DEPOSIT SCHEDULE
RECOMMENDED FOR APPROVAL BY OCTOBER 1, 2021

Violation Description	RECOMMENDED BOND SCHEDULE						CURRENT BOND SCHEDULE					
	FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE		FIRST OFFENSE		SECOND OFFENSE		THIRD OFFENSE	
	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total

Alcohol - Adopting Section 125 Wisc. Stats.

*Violations under this section are counted within a one year period from date of violation except for 125.07(1)(a)2 (licensee or permittee) which is *30 months*.

125.07(1)(a) Restrictions Violations	250.00	376.00	300.00	439.00	500.00	691.00	(Person, Licensee/Permittee not to procure, sell, dispense or give away)
125.07(4)(a) Procure/Attempt	250.00	376.00	300.00	439.00	500.00	691.00	(U/age who procures, on licensed premises, falsely represents age)
125.07(4)(b) UAL	50.00	124.00	100.00	187.00	500.00	691.00	(U/age who possess or consume alcohol)
125.085(3)(b) ID Card Viol	100.00	187.00	300.00	439.00	500.00	691.00	

Violation Description	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total	Fine	Total
Contributing to Truancy	150.00	250.00	235.00	357.10	345.00	495.70	50.00	124.00	75.00	155.50	100.00	187.00
Curfew (same forf, no increase)	50.00	124.00	50.00	124.00	50.00	124.00	50.00	124.00	75.00	155.50	100.00	187.00
Disorderly Conduct	75.00	155.50	110.00	199.60	145.00	243.70	50.00	124.00	75.00	155.50	100.00	187.00
Drug Paraphernalia	75.00	155.50	110.00	199.60	145.00	243.70	50.00	124.00	75.00	155.50	100.00	187.00
Marijuana	75.00	155.50	110.00	199.60	145.00	243.70	50.00	124.00	75.00	155.50	100.00	187.00
Retail Theft	75.00	155.50	110.00	199.60	145.00	243.70	50.00	124.00	75.00	155.50	100.00	187.00
School Violations (DC, Unauth Presence)	150.00	250.00	235.00	357.10	345.00	495.70	50.00	124.00	75.00	155.50	100.00	187.00
Sexting - NEW	150.00	250.00	235.00	357.10	345.00	495.70	50.00	124.00	75.00	155.50	100.00	187.00
Tobacco	75.00	155.50	110.00	199.60	145.00	243.70	50.00	124.00	75.00	155.50	100.00	187.00
Truancy	50.00	124.00	100.00	187.00	100.00	187.00	<i>Maximum forfeiture total per semester is \$500.00</i>					
Truancy HABITUAL	150.00	250.00	235.00	357.10	345.00	495.70	<i>School must comply with S.S. 118.169(5) before citation is issued</i>					
Vaping - NEW	75.00	155.50	110.00	199.60	145.00	243.70	50.00	124.00	75.00	155.50	100.00	187.00
Violations Not Listed Above	75.00	155.50	110.00	199.60	145.00	243.70						

JUVENILE 12 & 13 YOA

Use base "Fine" amount only *with NO costs included* except for Truancy and Habitual Truancy citations (pursuant to Sec. 938.37, Wisc. Stats.).

CITY OF CEDARBURG

MEETING DATE: August 30, 2021

ITEM NO: 8.E.

TITLE: Discussion and possible action on the possibility of a sidewalk extension on the east side of Sheboygan Road directly south of The Glen at Cedar Creek Subdivision. (Public Works and Sewerage Comm. 8/12/21)

ISSUE SUMMARY: There have been many complaints about the lack of sidewalk in front of the undeveloped parcel directly south of The Glen at Cedar Creek Subdivision on the east side of Sheboygan Road, including at the July 26th Common Council meeting.

When resident complaints have arisen, staff has been informing them that the sidewalk will be installed when the parcel is developed. Some have suggested that the City extend the sidewalk and assess the developer when the land is developed.

The construction of the sidewalk would be possible, however, there are some issues that would need to be dealt with to complete the project:

- Curb profile would need to be designed along with the sidewalk to verify positive flow of terrace over the future curb.
- Portions of the frontage would need to be filled to get up to sidewalk grade.
- Would need to grade onto private property to blend behind sidewalk.
- A sizeable stretch of sidewalk would be removed when parcel is developed to allow for street entrance.
- Provide new drainage outlet for ditch.
- Provide access for farm machinery.
- Who would remove snow from sidewalk before the parcel is developed?
- Cost would be \$35,000 to \$40,000.

These issues are more easily handled when part of a full development.

STAFF RECOMMENDATION: Staff recommends that the sidewalk extension take place when the parcel is developed.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: The Public Works and Sewerage Commission denied the extension of sidewalk until the parcel is developed.

BUDGETARY IMPACT: \$35,000 - \$40,000.

ATTACHMENTS:

INITIATED/REQUESTED BY: Mike Wieser

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

**CITY OF CEDARBURG
PUBLIC WORKS AND SEWERAGE COMMISSION
August 12, 2021**

**PW/SEW20210812-1
UNAPPROVED**

A regular meeting of the Public Works and Sewerage Commission of the City of Cedarburg, Wisconsin, was held Thursday, August 12, 2021. This meeting was held at Cedarburg City Hall, W63N645 Washington Avenue, lower level, room 2. The meeting was called to order at 7:00 p.m. by Mayor Michael O’Keefe.

Roll Call: Present – Mayor Michael O’Keefe, Gary Graham, Ryan Hammetter, Charles Schumacher, Bill Oakes

Excused – Council Member Kristin Burkart, Judy Guse, Bob Dries, Sandy Beck

Also Present – Director of Engineering Michael Wieser, Water Recycling Center Lead Operator Dennis Grulkowski, Water Recycling Center Superintendent Eric Hackert, news media

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Motion made by Commissioner Graham, seconded by Commissioner Oakes, to approve the minutes of June 10, 2021. The motion carried unanimously with Council Member Burkart and Commissioners Guse, Dries, and Beck excused.

COMMENTS AND SUGGESTIONS FROM CITIZENS

No comments or suggestions were offered at this time.

REVIEW PROPOSAL FOR COAGULANT UPGRADE AT THE WATER RECYCLING CENTER (WRC)

The coagulant delivery system at the WRC is 34 years old and beyond repair. Upgrading the system will help get the plant closer to compliance with phosphorus regulations. An update to the system was designed and bid out. One bid was received from August Winter for \$497,444, to whom the Common Council awarded this project at their July 12, 2021 meeting. Superintendent Hackert stated that the contractor has estimated it will take around 26 weeks to get the new tank, with the rest of the equipment arriving around the end of October 2021.

DISCUSSION OF SIGNAGE ON INTERURBAN TRAIL AT PIONEER ROAD CROSSING; AND ACTION THEREON

Director Wieser explained that a total of two bids were received for the 2021 Pioneer Road Interurban Trail Crossing project, with the low bid submitted by Outdoor Lighting Construction for \$46,085. During their July 12, 2021 meeting, the Common Council awarded the contract to Outdoor Lighting with the condition that the Public Works and Sewerage Commission review and approve appropriate signage for the crossing.

Director Wieser consulted with City Staff and proposed the placement of signs on the trail at each side of the crossing that state *CROSS WITH CAUTION, VEHICLES MAY NOT STOP*. He described the signs as 12-inches high, 24-inches wide, with black lettering on a yellow background.

Motion made by Commissioner Schumacher, seconded by Commissioner Hammetter, to approve the signage as proposed. The motion carried unanimously with Council Member Burkart and Commissioners Guse, Dries, and Beck excused.

DISCUSSION OF THE POSSIBILITY OF A SHEBOYGAN ROAD SIDEWALK EXTENSION IN FRONT OF UNDEVELOPED LAND DIRECTLY SOUTH OF THE GLEN AT CEDAR CREEK SUBDIVISION; AND ACTION THEREON

Director Wieser informed Commissioners that City Hall has received complaints about the lack of sidewalk in front of the undeveloped parcel located directly south of the Glen at Cedar Creek subdivision, on the east side of Sheboygan Road. A resident also attended the July 26, 2021 Common Council meeting to voice his concern over pedestrian safety in that area.

Historically, the position of City Staff has been that when land is developed, the developer is responsible for extending the sidewalk along the frontage of the parcel. Director Wieser explained that although construction of a sidewalk at this location would be possible, the following issues would need to be addressed:

- Design of curb profile along with the sidewalk to verify positive flow of terrace over the future curb.
- Determine if the curb should be installed at the same time, or if the ditch should be regraded after the sidewalk is installed.
- Decide where topsoil would be stockpiled during the project.
- Frontage would need to be filled to be raised to sidewalk grade.
- A sizeable stretch of the installed sidewalk (curb) would need to be removed to allow for street entrance once the parcel is developed; in other words, the sidewalk (curb) would be installed only to be removed when the parcel is eventually developed.
- Determine who is responsible for maintenance of the sidewalk in the winter.

This parcel is privately owned by the Dippmann Family Trust. Elsa Dippmann was present during the meeting and stated that her family has no plans to sell the property at this time.

Due to the complexities and cost of this overall project, Commissioner Oakes made the motion to deny the extension of this sidewalk until the parcel is developed. This motion was seconded by Commissioner Graham and was carried unanimously with Council Member Burkart and Commissioners Guse, Dries, and Beck excused.

REPORTS

Update on Public Works Operations

Director Wieser spoke on behalf of the Public Works Department stating that the crew is continuing to work on street sweeping and line painting, as well as catch basin replacement and ditch cutting. There was some damage that stemmed from storms that came through the area both over the weekend and earlier in the week, resulting in extra work due to flooding, downed tree limbs and power outages. Don Hahn is retiring at the end of this week, meaning the crew will be down one person until a replacement can be hired.

Update on Water Recycling Plant Operations and Discussion of Monthly Reports for June and July

Lead Operator Grulkowski provided plant performance reports. He advised that no overflow occurred at the plant from the weekend storm, and that the generators kicked in earlier this week due to the power outage, with only Garfield needing minor repairs. The WRC crew continues to work on cleaning catch basins throughout the City. He stated they were down a truck for about a week and a half, but it is now back up and running. Superintendent Hackert commended the WRC crew, stating that three of his staff came in to take care of storm issues, adding that they are always willing to come in during emergencies and take proper action.

Superintendent Hackert stated that he recently met with Light & Water Staff and City Administrator Mikko Hilvo regarding anticipated funding for the City from the American Rescue Plan (ARP). They discussed how these funds could be utilized to address issues with water and sewer infrastructure within the City. The Common Council will be discussing this funding during their upcoming meetings.

Identify Future Agenda Items

No items were identified.

ADJOURNMENT

Motion made by Commissioner Oakes, seconded by Commissioner Schumacher, to adjourn the meeting at 7:53 p.m. The motion carried unanimously with Council Member Burkart and Commissioners Guse, Dries, and Beck excused.

Victoria Guthrie
Engineering & Planning Secretary

CITY OF CEDARBURG

MEETING DATE: August 30, 2021

ITEM NO: 8.F.

TITLE: Discussion and possible action to approve the amended and Restated Memorandum of Understanding between the City of Cedarburg and the Wisconsin Department of Transportation

ISSUE SUMMARY: In September, 2020, the City of Cedarburg had entered into a Memorandum of Understanding (MoU) with the Department of Transportation (DOT) related to the development of the Highway 60 Business Park, and specifically the connection of Forward Way to State Highway 60. State Highway 60 is a restricted access highway, requiring approval from the Wisconsin Department of Transportation for access and alterations to it. Given the recent intergovernmental agreement with the Town of Cedarburg, and approval of the connection of Forward Way to Hilltop Drive, both parties (City and Wis. DOT) were seeking an amendment to the prior MoU. This amendment requires the connection of Forward Way to Hilltop Drive to be completed on a similar timeline to our agreement with the Town and increases our ability to grant building permits for any anticipated buyers of parcels in the Business Park through the end of 2022. This amended MoU expressly allows the City to issue building permits for an additional 200,000 square feet in the aggregate of buildings within the business park, in addition to the WILO building, prior to the completion of the road connection to Hilltop Drive.

STAFF RECOMMENDATION: Approve the amended MoU with the DOT.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: n/a

ATTACHMENTS: amended and restated Memorandum of Understanding

INITIATED/REQUESTED BY: Administrator Mikko Hilvo

FOR MORE INFORMATION CONTACT: Administrator Mikko Hilvo

Amended and Restated Memorandum of Understanding
between
THE CITY OF CEDARBURG,
and
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This Amended and Restated Memorandum of Understanding summarizes the agreement between the City of Cedarburg (City) and the Wisconsin Department of Transportation (State) for the construction of the roadway improvements necessary to accommodate all the proposed developments included within the July 31, 2020 Traffic Impact Analysis for the Cedarburg Business Park.

1. GENERAL

- A. Nothing in this memorandum of understanding (MOU) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin.
- B. This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the City and State.
- C. This MOU contains the entire agreement between the parties and all prior negotiations and discussions are hereby merged into and superseded by this MOU.
- D. This MOU may be signed in counterparts.
- E. The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person or parcel of property a property interest in a median opening or any other feature within State's highway.
- F. Nothing in this MOU referencing costs that could be or will be incurred by the City is intended to limit the City's ability to pass those costs on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.
- G. This MOU assumes that the entirety of the proposed developments (depicted on Exhibit A attached hereto and incorporated herein by this reference) are constructed with the uses as shown in the Traffic Impact Analysis dated July 31, 2020. Any change in use of the properties set forth on Exhibit A will require review by the State. If the change in use increases the anticipated traffic volumes from the development, the State reserves the right to impose additional conditions and/or require additional improvements.
- H. Subject to the foregoing, the following is the list of improvements to be constructed by the City to accommodate the proposed development:
 - a. Prior to the opening of the Wilo USA site, construct all the "2020 Build Improvements" and the "2035 Build Improvements at the WIS 60 & WIS 181/CTH NN (Washington Avenue)/Covered Bridge Road" as listed in the State's letter dated October 12, 2020 and the attachment thereto. A copy of said documents is attached hereto as Exhibit B and incorporated herein by this reference.
 - b. The City shall construct the connection of Forward Way to Hilltop Drive in the Town of Cedarburg as described in the attached Exhibit C (Intergovernmental Agreement between the City and the Town) by November 15, 2022.

- I. This agreement shall remain in effect until all improvements required to be constructed in the State's letter dated October 12, 2020 and the connection of Forward Way and Hilltop Drive are complete. After all the requirements have been fulfilled, the provisions of this agreement will terminate, and except for paragraphs 1.G., above, and 3.B., below, this MOU will become null and void.
- J. The City and the State participated fully in the drafting of each and every part of this MOU. This MOU shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

2. THE CITY AGREES AS FOLLOWS:

- A. To submit to the State permit plans for the construction of all required improvements to State highways that conform to the State's Facilities Development Manual;
- B. To construct all the improvements listed within this MOU that are required to mitigate the traffic impact of the development, as defined in paragraph 1.H., above, in conformity with the State's Facilities Development Manual;
- C. To reimburse the State via a reduction in the City's general transportation aids in the event the State is required to undertake the work to mitigate any traffic impact designated as a City or developer responsibility as defined in Paragraphs 1.H above or 2.E below due to the City declining to have the work completed;
- D. To place a temporary moratorium on the issuance of building permits within the Cedarburg Business Park portion of the developments included within the July 31, 2020 Traffic Impact Analysis, except for the construction of the proposed Wilo USA site, and an additional 200,000 square feet in aggregate of building(s), until the City meets the State's requirement for the connection of Forward Way to Hilltop Drive as defined in Item 1.H.b. above; and
- E. To construct additional improvements to the WIS 60 and Forward Way intersection as required by the State at the City of Cedarburg's cost in the event the City of Cedarburg fails to make the connection of Forward Way to Hilltop Drive by the November 15, 2022 completion date. The improvements could include but are not limited to: constructing additional travel lanes on WIS 60, widening the median of WIS 60 to allow for additional storage for two-stage left turn movements, and/or installing traffic signals if warrants are met. These additional improvements, if required, shall be completed by September 1, 2023.

3. STATE AGREES AS FOLLOWS:

- A. To review the permit plans submitted by the City, pursuant to paragraph 2.A., above, and to approve those plans only if they fully conform to the State's Facility Development Manual and otherwise meet the State's requirements;
- B. In addition to and separate from the City's obligation to construct and pay for any improvements to State highways under paragraphs 2.B., C. and E., above, the State reserves the right to further modify the public street connections to State highways including the prohibition of certain intersection movements, at the State's cost, to satisfy the required design standards on any future road construction project;
- C. To grant a modification to the access restriction from the development parcel to WIS 60 and allow for the construction of a public street connection (Forward Way) within thirty (30) days of approval of this MOU Amendment by both parties; and

- D. The State reserves the right to request additional improvements to the WIS 60 and Forward Way intersection be constructed by the City of Cedarburg at their cost for failure to make the connection of Forward Way to Hilltop Drive by the November 15, 2022 completion date.

4. AUTHORIZATION TO EXECUTE THIS AGREEMENT.

- A. Tony Barth, Planning Chief of the Southeast Region of the Wisconsin Department of Transportation, by executing this Memorandum of Understanding, hereby avers that he is duly authorized to sign this Memorandum of Understanding on behalf of the Wisconsin Department of Transportation and to bind the Wisconsin Department of Transportation to all of Wisconsin Department of Transportation's obligations and agreements set forth herein.
- B. Mike O'Keefe, Mayor, City of Cedarburg, Ozaukee County, Wisconsin, by executing this Memorandum of Understanding hereby avers that he is duly authorized to sign this Memorandum of Understanding on behalf of the City of Cedarburg, and to bind the City of Cedarburg to all of the City of Cedarburg's obligations and agreements set forth herein.

City of Cedarburg

By: _____
Mike O'Keefe

Title: Mayor, City of Cedarburg, Ozaukee County

Date: _____

Contract Approval

City Attorney Date

Comptroller Date

City Clerk Date

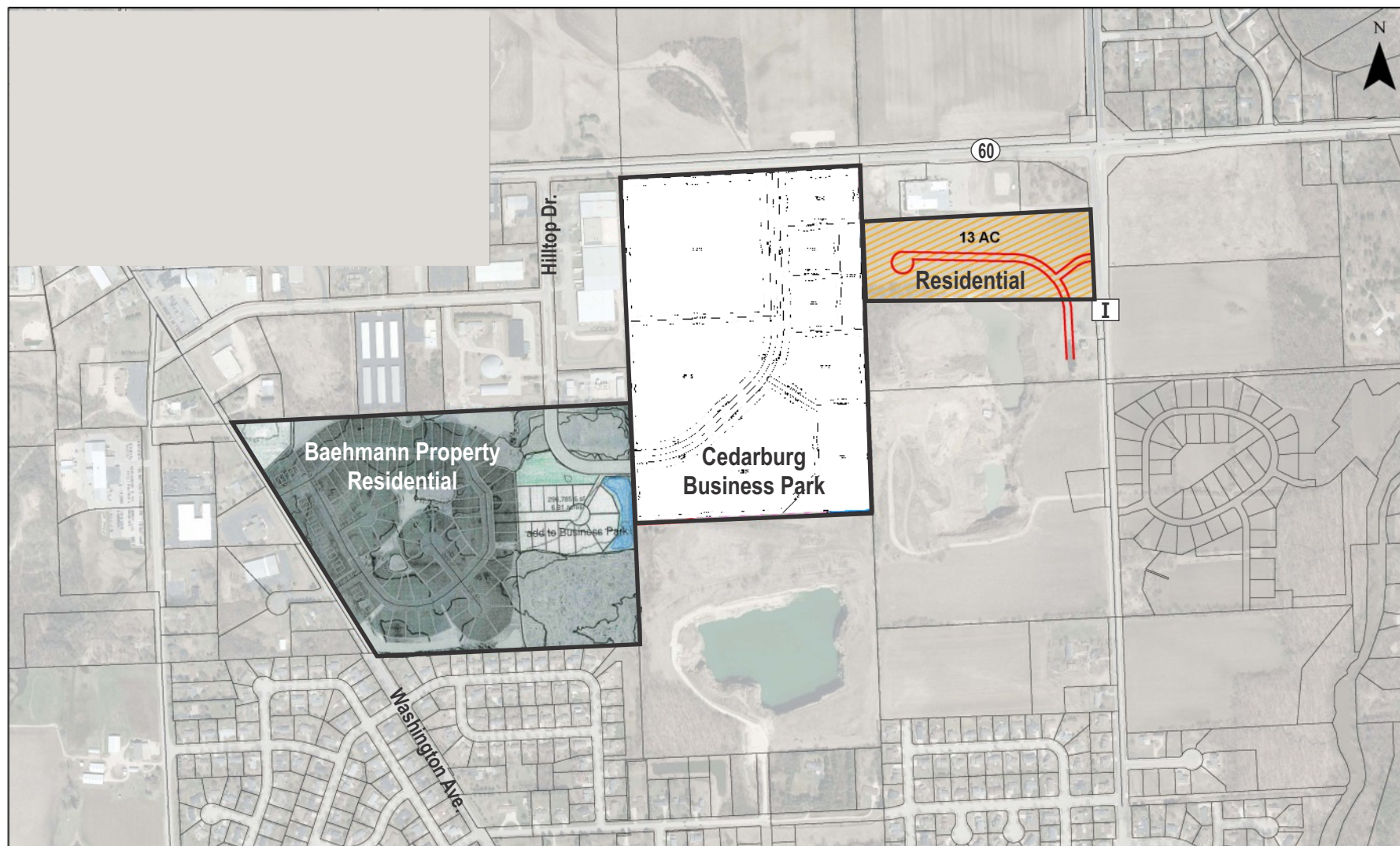
[title of any other person needed for approval] Date

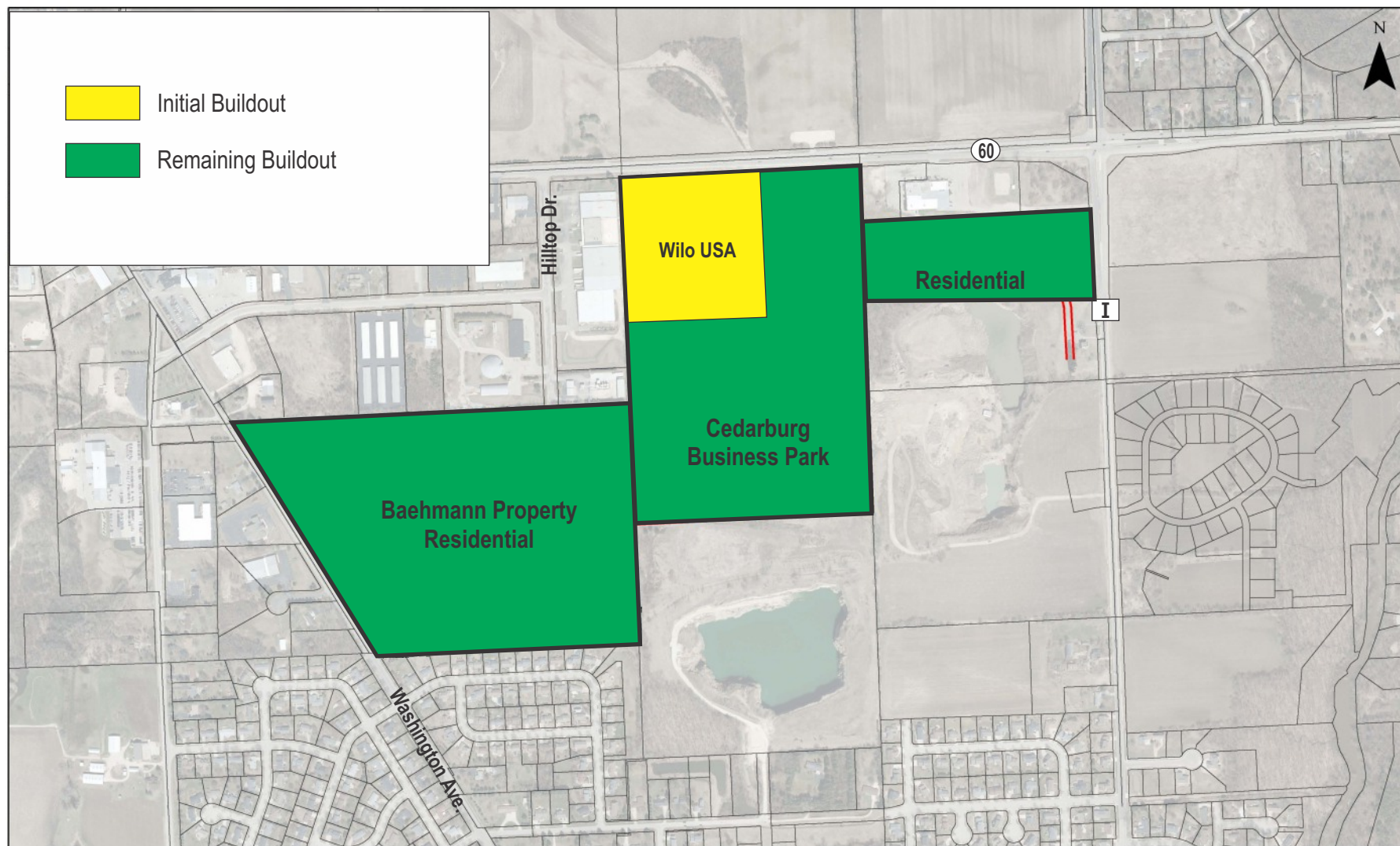
Wisconsin Department of Transportation

By: _____
Tony Barth Date

Title: Planning Chief, WisDOT SE Region

Date: _____







October 12, 2020

TOM WIZA
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG WI 53012-0049

Subject: Log #2460 – Development Submittal
Cedarburg Business Park
WIS 60 & WIS 181
Ozaukee County

Dear Mr. Wiza:

The traffic impact analysis (TIA) performed by Traffic Analysis and Design, Inc. (TADI) covering the Cedarburg Business Park development area has allowed the Department to understand the impacts of the subject development and identify the necessary improvements. The attached lists the improvements that are to be constructed as a result of this development.

The development can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-6707. Please direct any questions regarding the Trans 233 process to Lukas Hoffman, Land Division Coordinator, at (262) 521-4415. Kevin Koehnke at (262) 548-5891 will coordinate the permit issuance for this project. Please reference the log number (#2460) when forwarding all correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Baumann".

Art Baumann, P.E.
Traffic Operations Engineer

Attachment

Cc: Tony Barth / Robert Elkin / Don Berghammer, DOT
Dave Brantner / Cindy Vande Leest, DOT
Tom Heydel / Chris Squires / Rebecca Klein, DOT
Kevin Koehnke / Lukas Hoffman / Susan Voight, DOT
Tammi Czewski, TADI
Jon Edgren, Ozaukee County

Exhibit B

Project: Log #2460 – Cedarburg Business Park
WIS 60 & WIS 181, Ozaukee County
Review Unit: Traffic Operations
Reviewer: Art Baumann/MSA – SE Region
Date: October 12, 2020

Improvement Measures

General Notes

Design

- 1) Contact the WisDOT permit coordinator (Kevin Koehnke at 262-548-5891) prior to plan submittal to identify the plans that are required and obtain any supplemental design guidelines. Incomplete submittals will be returned without review.
- 2) The design for the improvements at all WisDOT intersections shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate the appropriate design and check vehicles per the FDM. All lanes are to be a minimum of 12 feet in width, unless otherwise specified (final width to be determined during design). All left turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. The signing plan (separate plan sheets from other roadway improvement plan sheets) shall include sign details and signs that require moving.
- 3) For questions regarding signing or pavement marking, please contact Tom Heydel at tom.heydel@dot.wi.gov or (262) 548-6763.
- 4) For questions regarding work zone traffic control plans please contact Rebecca Klein (rebecca.klein@dot.wi.gov) or the permit coordinator.

Multimodal Accommodations

- 1) Bike and pedestrian accommodations shall be provided in accordance with the FDM and ADA requirements as listed below. Please contact Chris Squires, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 521-4417 or christopher.squires@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.
- 2) There are existing pedestrian accommodations within the limits of the improvements required to accommodate this development. Any sidewalks and curb ramps impacted by road improvements shall be restored. This includes sidewalks at intersections and those adjacent to roadways.
- 3) Install bicycle accommodations between the travel lane and all new exclusive right turn lanes. Bicycle accommodations shall also be installed along all travel lanes that are being reconstructed and have shoulders 6 feet in width or greater.

Right of Way

- 1) A party other than the WisDOT shall acquire any required right-of-way for the improvements.

Utilities

- 1) Utility coordination is the responsibility of the municipality/developer consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

Access

- 1) A single access will be granted from the development to WIS 60 at an agreed upon location with WisDOT. The location and number of accesses to the Cedarburg Business Park Development on county or local roads shall be determined by Ozaukee County and the City of Cedarburg.
- 2) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

Traffic Signals

- 1) The WisDOT Traffic Operations team reserves the right of first refusal to design the traffic signal plans for all intersections owned and maintained by WisDOT. Please contact Dave Brantner at (262) 548-8736 to discuss who will be responsible for designing the traffic signals. Traffic signal plans prepared by a consulting firm shall be submitted to Cindy Vande Leest for final approval by a WisDOT signal engineer. Upon receiving final approval, the consultant shall submit an original signed and sealed hard copy to Dave Brantner. **Traffic signal plans submitted for permit without a WisDOT signal engineer signature approval will be returned.** Final electronic (AutoCAD) traffic signal plan files shall be submitted to Cindy Vande Leest prior to issuance of permit.
- 2) The design consultant retained by the developer/municipality shall contact Dave Brantner to schedule a scoping meeting prior to the signal design/update.
- 3) An engineering services agreement shall be required for the traffic signals work by WisDOT. This agreement will cover WisDOT signal design work and plan preparation (if any), the cost of any State furnished signal control equipment (above ground) and WisDOT staff time for site visits, coordination, review, and field inspection. **Requests for the engineering services agreement shall be made to Dave Brantner a minimum of 15 days prior to the scoping meeting. The engineering services agreement shall be signed and submitted to Dave Brantner prior to the submission of the electronic intersection geometric plans. A signed Engineering Services Agreement shall be in place prior to WisDOT performing any engineering services.**
- 4) Traffic signal plans shall be prepared in accordance with MUTCD, FDM and TSDM (Traffic Signal Design Manual) standards for all signalized intersections (current or proposed) whose design and/or operational improvements will conflict with the location of existing traffic signal system infrastructure (including, but not limited to: conduit, pull boxes, cabinets, signal poles, hardware, and loop detectors), require readjustments to the current timing or phasing plans, or require the installation of additional or new signal infrastructure or hardware. **Plans shall be submitted in the proper format per FDM standards requirements to WisDOT or the consultant firm preparing the traffic signal plans. Current template and block libraries can be found at <https://wisconsin.gov/Pages/doing-business/eng-consultants/cns/rsrcs/tools/cad/civil-3d.aspx>. Plans submitted shall be in the county coordinate system.** If further verification of signal infrastructure or timing impacts based on recommended improvements is needed, questions or concerns should be directed to the WisDOT Signal Operations team (Dave Brantner) prior to permit issuance.
- 5) **If traffic signal loops are to be placed on private property as part of the signal installation, a maintenance easement to the benefit of WisDOT shall be obtained from the private property owner.** The easement shall allow the WisDOT to enter the property at its discretion to maintain the loops. The easement shall encompass an area equal to the width of the driveway and extend from the road right-of-way to 20 feet past the furthest loop detector.

2020 Background Improvements

The following improvements shall be designed, constructed, and paid for by WisDOT prior to the opening of the Development.

WIS 181/Sycamore Drive & CTH NN (Washington Avenue)

WisDOT Project 2729-05-70 is scheduled for construction on WIS 181 from County C to WIS 60 in 2024. The following improvements will be implemented as part of that project.

- 1) Install additional stop control on the north and south approaches, resulting in an all-way stop-controlled intersection.

2020 Build Improvements

The City of Cedarburg and the WisDOT have entered into a separate Memorandum of Understanding (MOU) executed on September 17, 2020. The MOU details the interim improvements that are to be constructed to accommodate the development of the Wilo site with the Business Park development. Prior to the occupancy of any other buildings within the development the following improvements shall be constructed.

The following improvements shall be designed, constructed, and paid for by the City of Cedarburg/Developer prior to the development opening.

WIS 60 & WIS 181/CTH NN (Washington Avenue)/Covered Bridge Road

- 1) The north approach shall maintain three southbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The southbound left-turn lane shall maintain a storage length of 150 feet. The southbound right-run lane shall maintain a storage length of 50 feet.
- 2) The northeast approach shall maintain a single shared southeast-bound lane.
- 3) The east approach shall maintain two westbound lanes, (one exclusive left-turn lane, on through/right-turn lane). The westbound left-turn lane shall be extended to provide a storage length of 225 feet plus proper taper.
- 4) The south approach shall maintain three northbound lanes (one exclusive left-turn lane, one through/soft-right-turn lane, one exclusive hard-right-turn lane). The northbound left-turn lane shall maintain a storage length of 150 feet. The northbound hard-right-turn lane shall maintain a storage length of 75 feet plus proper taper.
- 5) The west approach shall maintain three eastbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The eastbound left-turn lane shall maintain a storage length of 150 feet. The eastbound right-turn lane shall maintain a storage length of 120 feet.

WIS 60 & Proposed Road

- 1) Extend the raised median to the west of the proposed intersection with a minimum width of 24 feet to allow for two-stage left-turn movements from the proposed road.
- 2) The proposed roadway shall align with the driveway to the soccer fields parking lot on the north side of WIS 60. The soccer fields driveway may be relocated along with the proposed roadway to a different location, subject to review and approval of the new location by WisDOT and agreement with the owner of the parcel containing the soccer fields.
- 3) The north approach shall provide a single shared left-turn/through/right-turn lane.
- 4) The east approach shall provide three westbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The westbound left-turn lane shall provide a minimum storage length of 350 feet plus proper taper. The westbound right-turn lane shall function as a drop lane for the outermost westbound travel lane. The installation of an overhead sign will be required for the lane drop.

- 5) The south approach shall be constructed with two northbound lanes (one shared left-turn/through lane, one exclusive right-turn lane). The northbound right-turn lane shall be constructed to provide a storage length of 100 feet plus proper taper.
- 6) The west approach shall provide three eastbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The eastbound left-turn lane shall provide a minimum storage length of 225 feet plus proper taper. The eastbound right-turn lane shall provide a minimum storage length of 350 feet plus proper taper.

2035 Build Improvements

The following improvements shall be designed, constructed and paid for by the City of Cedarburg/Developer prior to the occupation of any buildings beyond the Wilo building unless agreed upon otherwise in an addendum to the MOU between WisDOT and the City of Cedarburg executed on September 17, 2020.

WIS 60 & WIS 181/CTH NN (Washington Avenue)/Covered Bridge Road

- 1) The north approach shall maintain three southbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The southbound left-turn lane shall be extended to provide a minimum storage length of 250 feet plus proper taper. This should be able to be accomplished by restriping the pavement. The southbound right-run lane shall maintain a storage length of 50 feet.
- 2) The northeast approach shall maintain a single shared southeast-bound lane.
- 3) The east approach shall maintain two westbound lanes, (one exclusive left-turn lane, on through/right-turn lane). The westbound left-turn lane shall be extended to provide a storage length of 300 feet plus proper taper.
- 4) The south approach shall maintain three northbound lanes (one exclusive left-turn lane, one through/soft-right-turn lane, one exclusive hard-right-turn lane). The northbound left-turn lane shall maintain a storage length of 150 feet. The northbound hard-right-turn lane shall maintain a storage length of 75 feet plus proper taper.
- 5) The west approach shall maintain three eastbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The eastbound left-turn lane shall maintain a storage length of 150 feet. The eastbound right-turn lane shall maintain a storage length of 120 feet.

CTH I & Proposed Road

This intersection is not under WisDOT jurisdiction; the following improvements are recommendations only and Ozaukee County will make the final determination on what improvements will be required for this intersection.

- 1) Install stop control on the west approach.
- 2) The north approach should provide two southbound lanes (one through lane, one shared through/right-turn lane).
- 3) The south approach should provide two northbound lanes (one exclusive left-turn lane, one through lane). The northbound left-turn lane should provide a storage of 100 feet plus proper taper.
- 4) Construct the west approach with a single eastbound shared left-turn/right-turn lane.

Washington Avenue & North Residential Driveway

This intersection is not under WisDOT jurisdiction; the following improvements are recommendations only and City of Cedarburg will make the final determination on what improvements will be required for this intersection.

- 1) Install stop control on the east approach.
- 2) The north approach should provide a single shared left-turn/through lane.
- 3) Construct the east approach with a single westbound shared left-turn/right-turn lane.
- 4) The south approach should provide a single shared through/right-turn lane.

Washington Avenue & Quail Court/South Residential Driveway

This intersection is not under WisDOT jurisdiction; the following improvements are recommendations only and City of Cedarburg will make the final determination on what improvements will be required for this intersection.

- 1) Install stop control on the east approach resulting in a two-way stop-controlled intersection.
- 2) The north approach should provide a single shared left-turn/through/right-turn lane.
- 3) Construct the east approach with a single westbound shared left-turn/through/right-turn lane.
- 4) The south approach should provide a single shared left-turn/through/right-turn lane.
- 5) The west approach should maintain a single eastbound shared left-turn/through/right-turn lane.

The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

Resolution 2021-8

“RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF CEDARBURG AND TOWN OF CEDARBURG TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT AND FOR THE CONNECTION OF FORWARD WAY TO HILLTOP DRIVE”

WHEREAS, Section 66.0301(6)(a) of the Wisconsin Statutes provides that any two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and

WHEREAS, Section 66.0301(6)(c) of the Wisconsin Statutes provides that before any such agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and, before each municipality may adopt such resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the 7th day of July, 2021, after due public notice, a public hearing was held before the Town Board of the Town of Cedarburg regarding the Intergovernmental Agreement between the City of Cedarburg and Town of Cedarburg to provide for orderly growth and development and for the connection of Forward Way to Hilltop Drive, a copy of said Agreement is attached to this Resolution and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Cedarburg does hereby approve the Intergovernmental Agreement between City of Cedarburg and Town of Cedarburg to provide for orderly growth and development and for the connection of Forward Way to Hilltop Drive, as set forth in the attached Agreement, incorporated herein by reference.

Adopted this 7th day of July, 2021.



David M. Salvaggio, Town Chairman

Attest:



Jack Johnston, Assistant Administrator/Clerk

Exhibit C

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF CEDARBURG AND TOWN OF CEDARBURG
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
AND FOR THE CONNECTION OF FORWARD WAY TO HILLTOP DRIVE**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Cedarburg ("City"), a Wisconsin municipal corporation, and the Town of Cedarburg ("Town"), both located in Ozaukee County, Wisconsin. The City and the Town may be individually referred to herein as "Party" or collectively as "Parties". The purpose of the Agreement is to set forth the procedures, terms, and conditions by which the parties wish to achieve the following mutual goals pursuant to Section 66.0301, of the Wisconsin Statutes:

Orderly, planned growth for the City and the Town and the provision of appropriate, cost effective municipal services for such development;

Orderly, planned boundaries between the City and the Town, promoting cost effective provision of services and more efficient operation of all units of government;

Prevention of unplanned development leading to urban sprawl, and protection of the area's natural resources; and

Promotion of quality development in the City and the Town.

**ARTICLE I
DEFINITIONS**

1.1 City Growth Area. Attached and incorporated by reference is a map, marked **Zoning Map A**, showing the area that is identified as the "City Growth Area". The City Growth Area consists of developed and undeveloped land within the Town that the Parties acknowledge may be annexed at the request of the property owner and/or developed within the City's future municipal boundaries. City Smart Growth areas are included within the City Growth Area. The City Growth Area is intended to be sufficient for at least the next 20 years of City growth.

1.2 Town Area. The remaining areas not included as City Growth Area shall be referred to herein as "Town Area". The Town Area consists primarily of developed and undeveloped land that the Parties acknowledge shall remain under the Town's jurisdiction and/or developed within the Town during the term of this Agreement. The Town Area is intended to be sufficient for at least the next 20 years of Town growth and will be guided by the Town Comprehensive Plan.

1.3 Smart Growth Area. The term "Smart Growth Area", as used herein, shall have the meaning given in the City Smart Growth Comprehensive Land Use Plan - 2025, passed,

approved and adopted by the City on February 25, 2008, by Ordinance No. 2008-06, as amended.

1.4 Rural Profile. The term “Rural profile”, as used herein, shall mean the construction of a public roadway without curb, gutter, or storm sewer, but, rather, with gravel shoulder and ditch construction.

ARTICLE II NATURE OF THIS AGREEMENT

2.1 Intergovernmental Cooperation. This Agreement is entered into pursuant to and in accordance with the provisions of Section 66.0301, Wis. Stats.; it shall be liberally construed and enforced in favor of cooperative action between the Parties. The Parties agree the adoption of this agreement does not in and of itself result in the change of the jurisdiction of any territory or a boundary change.

2.2 Effectiveness of Agreement. Notwithstanding any provision to the contrary contained herein, this Agreement shall not become effective unless and until the Governing Body of each Party has adopted an “Authorizing Resolution”, which Resolution approves of this Agreement and authorizes its execution, and this Agreement is fully executed by all such authorized individuals. If such Authorizing Resolutions are not so duly adopted by the Governing Body of each Party on or before July 7, 2021, then in such event, this Agreement shall not become effective.

2.3 Public Hearing. Prior to the adoption of the Authorizing Resolutions, each Party held a public hearing on this Agreement. Each Party gave notice of this Agreement and public hearing thereon by publishing a Class 1 notice under Ch. 985. At the public hearing, each Party hereto provided proof of such publication.

2.4 Publication of Agreement. When each of the Parties hereto has adopted the Authorizing Resolution, the Parties shall jointly publish this Agreement as a Class 1 notice under Ch. 985 in a newspaper of general circulation within the jurisdiction of each Party.

2.5 Effective Date. The “effective Date” for purposes of this Agreement shall be the date of the adoption and publication of the final Party’s Authorizing Resolution.

ARTICLE III DEVELOPMENT WITHIN CITY GROWTH AREA

3.1 General Agreement. At such times that this Agreement remains in effect, including the Renewal Term, the following terms and conditions shall dictate future development and/or annexation of real property within the City Growth Area.

3.2 City Covenants. The City may annex territory at the request of the property owner from the City Growth Area upon receipt of a Petition for Annexation submitted in compliance with the Wisconsin Statutes.

3.3 Town Covenants. Prior to the expiration or termination of the Agreement, including the Renewal Term, for any reason, the Town agrees as follows concerning the City Growth Area:

a. The Town will cooperate to maintain currently undeveloped lands in an undeveloped state, in order to preserve them for potential future City development.

b. The Town will discourage premature development by imposing and maintaining zoning classifications that do not permit, or that discourage, development in violation of the terms herein. To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions within the City Growth Area.

c. The Town shall not challenge any annexation within the City Growth Area, including, but not limited to, annexation of town island parcels, nor shall the Town judicially oppose any annexations that are consistent with the terms of this Agreement. The Town will not financially support anyone who opposes or contests any such annexation within the City Growth Area. The City shall meet with Town officials prior to or shortly after the filing of any annexation petition for the purpose of discussing matters of mutual concern under this Agreement. If the Town is impleaded into an annexation lawsuit by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested annexation. The Town will also cooperate with the City on the dismissal of the Town as a party to the lawsuit.

ARTICLE IV DEVELOPMENT WITHIN TOWN

4.1 General Agreement. At such times that this Agreement remains in effect, including the Renewal Term, the following terms and conditions shall dictate future development and/or annexation of real property within the Town Area.

4.2 City Covenants. The boundaries of the City Growth Area are intended to establish the outer limits of annexation and the potential boundary of the City for the term of this Agreement, including the Renewal Term. Prior to the expiration or termination of the Agreement and the Renewal Term, for any reason, the City agrees that it will not annex any land from the Town Area, without prior Town approval. The City shall not implement/exercise Extraterritorial Zoning or Extraterritorial Plat review over Town lands within the Town Area for the duration of this Agreement, including the Renewal Term.

ARTICLE V ROADS

5.1 Hilltop Road and Forward Way. Pursuant to the Highway Order, issued by the Town conditionally or contemporaneously herewith, the extension of the City right-of-way and public roadway identified as Forward Way shall connect to the existing Town right-of-way and public roadway identified as Hilltop Drive, as set forth on **Exhibit B**, attached hereto and incorporated herein by reference. Such connection shall require completion of the construction of Hilltop Drive, to the corporate boundary of the City, and shall further result in anticipated increased traffic on Sycamore Drive, to its intersection with Washington Avenue. Therefore, the parties agree to share the costs of such construction and reconstruction of Hilltop Drive and Sycamore Drive, to its intersection with Washington Avenue, as follows:

a. **Hilltop Drive extension to Sycamore Drive intersection.** The City shall undertake, bid, construct and be financially responsible for the construction of Hilltop Drive, from the corporate boundary of the City, north to and including the intersection with Sycamore Drive. Said reconstruction shall be approximately as set forth on **Exhibit B**, with a Rural Profile. The City, its officers, employees, contractors, agents and assigns, shall be granted access at all reasonable times to this section of Hilltop Drive right-of-way for the purposes set forth herein. The Town shall reasonably cooperate with the reconstruction, which cooperation shall include, but is not necessarily limited to, assisting in traffic control and/or notices to adjacent or impacted landowners. Such work shall be completed by the City no later than December 31, 2022.

b. **Sycamore Drive reconstruction to Washington Avenue.** The City shall reimburse the Town for forty-five percent (45%) of the actual costs for the reconstruction of Sycamore Drive, identical to its existing construction and profile, from its intersection with Hilltop Drive west to the intersection with Washington Avenue. Such reimbursement shall not include the reconstruction of the intersection of Sycamore Drive and Washington Avenue, which is anticipated to be served by a four-way stop. The Town shall undertake, bid, construct and pay for such reconstruction, subject to the reimbursement set forth herein. The Town shall determine the reconstruction schedule. City shall be given a minimum of one-year advanced notice of said reimbursement ("Notice"), in order to properly budget for said cost. Said Notice shall include the approximate construction schedule, engineering designs for said extension, and actual or engineer's estimate of total and City reimbursement costs. The City shall make the reimbursement payment to the Town within two months of the Town sending the City a summary of the actual roadway construction costs.

ARTICLE VI PROHIBITION OF TOWN INCORPORATION

6.1 Prohibition on Incorporation. At such times that this Agreement remains in effect, including any Renewal Term, Incorporation by the Town, as set forth in Chapter 66 of the

Wisconsin Statutes, as amended, or any other applicable law, rule or regulation, shall be prohibited.

ARTICLE VII
TOWN COOPERATION WITH CITY UTILITY EASEMENT TO
CONNECT TO WATER RECYCLING CENTER

7.1 In the event that the City determines, in its sole discretion, that it is most appropriate to extend water and/or sewer lines through Town roads or right-of-way for purposes of extending or connecting the lines to a new or existing City water recycling center or sewer plant outside of the City on property located on Pioneer Road as identified on the attached Exhibit A, then the Town shall fully cooperate, in no way obstruct, and timely approve of such extension, pursuant to Chapter 196 of the Wisconsin Statutes, or any other applicable law, rule or regulation. The City shall be responsible, at City expense, for such installation, including restoration of the Town road(s) to the condition prior to construction. The City shall indemnify and hold harmless the Town for any and all claims which may arise related to such work in the Town Right of Way. Nothing herein shall require or in any way mandate that the City provide water or sewer service outside of its corporate boundaries. Any related work shall not result in the annexation of any Town properties.

ARTICLE VIII
TERM

8.1 Term. The initial term of this Agreement shall commence upon the Effective Date and continue for a ten (10) year period of time thereafter ("Initial Term").

8.2 Automatic Renewal; Renewal and Withdrawals. The Initial Term hereof shall be automatically extended for one (1) additional ten (10) year renewal term ("Renewal Term") commencing upon the expiration of the Initial Term; unless both Parties agree to terminate the automatic renewal term at least 120 days prior to the expiration of the Initial Term:

ARTICLE IX
NO CHALLENGES TO THIS AGREEMENT; REMEDIES

9.1 No Challenges. Each Party waives any and all rights each may have to commence or maintain any action or other proceeding to contest, invalidate, or otherwise challenge the validity or enforceability of this Agreement.

9.2 Defense. In the event of any action by any person other than a Party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall reasonably cooperate in order to preserve this Agreement. If both Parties are not named as a party to the said action, the other Party shall seek to intervene; and the named Party shall support such intervention. To the extent deemed appropriate by the governing bodies of the Parties, the Parties may jointly retain counsel to represent their interests in the event of such

challenge. No settlement of such an action shall be permitted without the approval of both Parties.

9.3 Breach. A Party's failure to comply with any provisions of this Agreement constitutes a breach of the Agreement.

9.4 Remedies. In the event of a breach of this Agreement, a Party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity. The breaching Party shall pay the other Party's attorney fees reasonably incurred in seeking specific performance or other remedies for the breach.

9.5 Mediation. In the event that the Parties are unable to resolve a dispute as to the construction or application of this Agreement, or if one Party believes there has been a breach by the other Party, the Parties shall participate in mediation of the dispute or the alleged breach. The mediator shall be an impartial individual found mutually acceptable to the Parties. In the event that the Parties are unable to agree to a mediator, within 30 days of written request for mediation by one Party, either Party may petition the Circuit Court for Ozaukee County for the appointment of a mediator pursuant to Chapter 708 of the Wisconsin Statutes. The Parties shall attempt in good faith to avoid litigation of disputes through mediation. The Parties shall share equally in the cost of the mediator. This Section 9.5, however, does not preclude any Party from instituting litigation, if necessary, in its opinion for the protection of its interests or if mediation is not successful. In the event of any litigation following failed mediation, the prevailing Party in such litigation is entitled to recover from the adverse Party its reasonable attorney's fees and disbursements.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Amendments. This Agreement may be amended in writing, from time to time, by mutual consent of both parties.

10.2 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the Parties' respective municipal clerks.

10.3 Enforceability and Compliance with Laws. The Parties have entered into this Agreement under the authority of Section 66.0301 of the Wisconsin Statutes. Its enforceability will not be affected by statutory amendments, changes in the forms of City or Town government, or changes in elected officials. The Parties agree that this Agreement shall be construed so as to be binding upon the Parties' respective officials, employees, successors and agents. This Agreement is consistent with all known state and federal laws and administrative rules and regulations. This Agreement shall be governed by the laws of the State of Wisconsin.

10.4 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior

agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be recorded with Register of Deeds for Ozaukee County. This Agreement may be used in litigation and may be introduced into evidence by either Party without objection in any action to enforce the terms of this Agreement.

10.5 No Waiver. The failure of a Party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the Parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by all affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of the Party that did not sign the waiver or release.

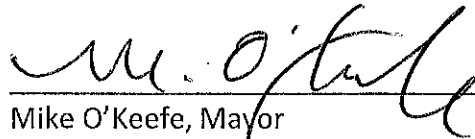
10.6 Performance Standard. This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld.

10.7 No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.


10.8 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

10.9 Severable Provisions. If any clause, provision, or section of this Agreement is declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect the remaining provisions.

CITY OF CEDARBURG


Mike O'Keefe, Mayor

ATTEST:


Tracie Sette, Clerk

TOWN OF CEDARBURG

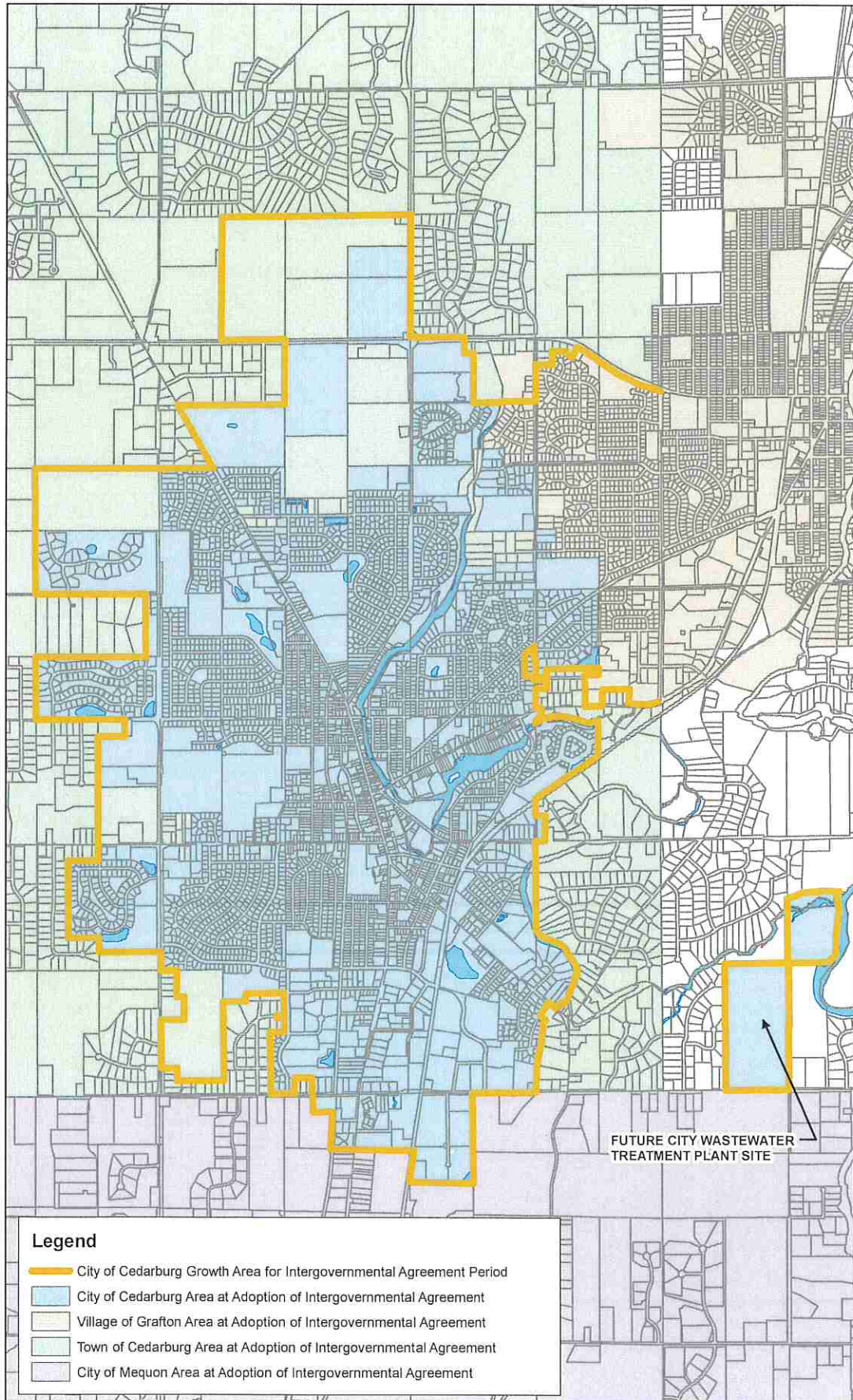

David Salvaggio, Chairman

ATTEST:


Jack Johnston, Clerk

ZONING MAP A

ZONING MAP A
CEDARBURG CITY AND TOWN INTERGOVERNMENTAL AGREEMENT MAP



ZONING MAP A
CEDARBURG CITY AND TOWN INTERGOVERNMENTAL AGREEMENT MAP

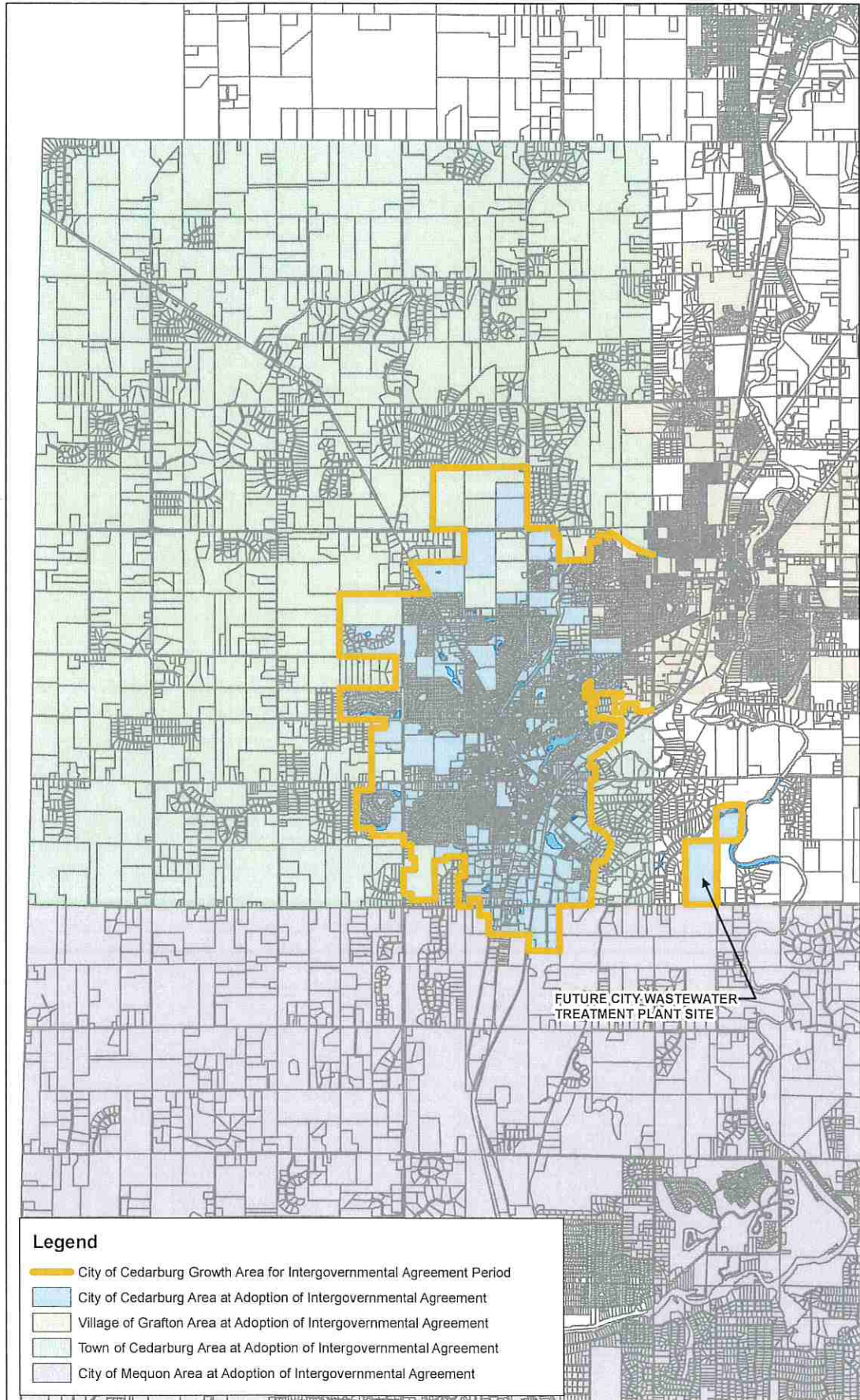


EXHIBIT B

EXHIBIT

HILLTOP DRIVE

(TOWN OF CEDARBURG ROADWAY)

Part of Hilltop Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 21 East, in the City and Town of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of Lot 2 of CSM 1829, and the point of beginning; thence South 87° 52' 12" West 80.00 feet along the south line of the Town of Cedarburg Limits, 80.00' to the Southwest corner of Hilltop Drive; thence North 02° 07' 48" West along the West line of said Drive 38.52 feet to a point; thence North 87° 52' 12" East 80.00 feet to a point in the East line of said Drive; thence South 02° 07' 48" East along said East line 37.67 feet to the Southeast corner of said Drive and to the point of beginning.

Said land contains 3,048 square feet or 0.0699 acres.

June 4, 2021

Drawing No. 168106-RMK

raSmith
CREATIVITY BEYOND ENGINEERING

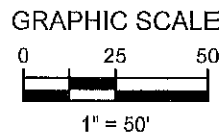
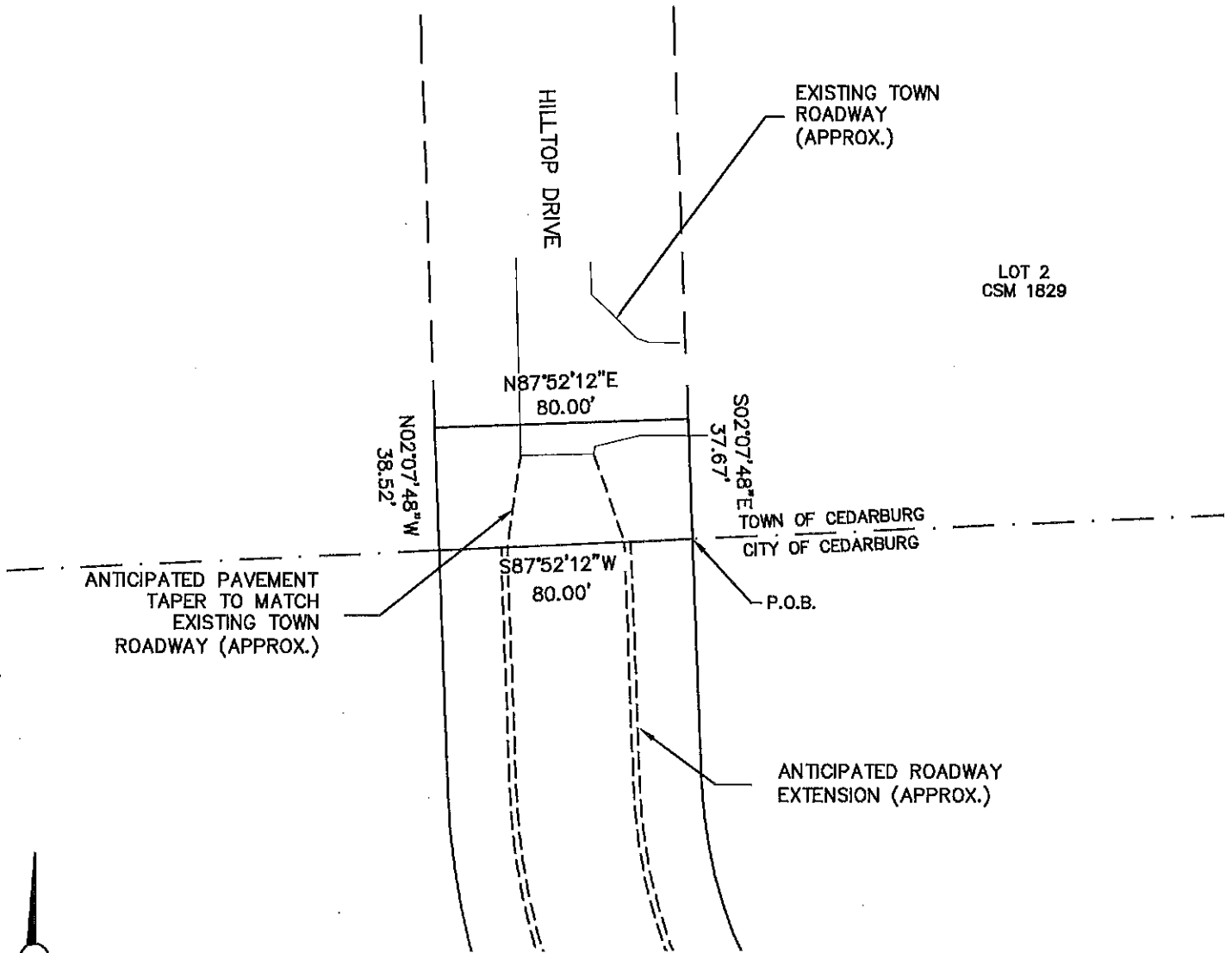
16745 W. Bluemound Road
Brookfield, WI 53005-5936
(262) 781-1000
rasmith.com

Exhibit C

EXHIBIT

HILLTOP DRIVE

(TOWN OF CEDARBURG ROADWAY)



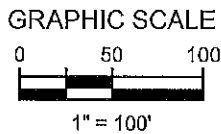
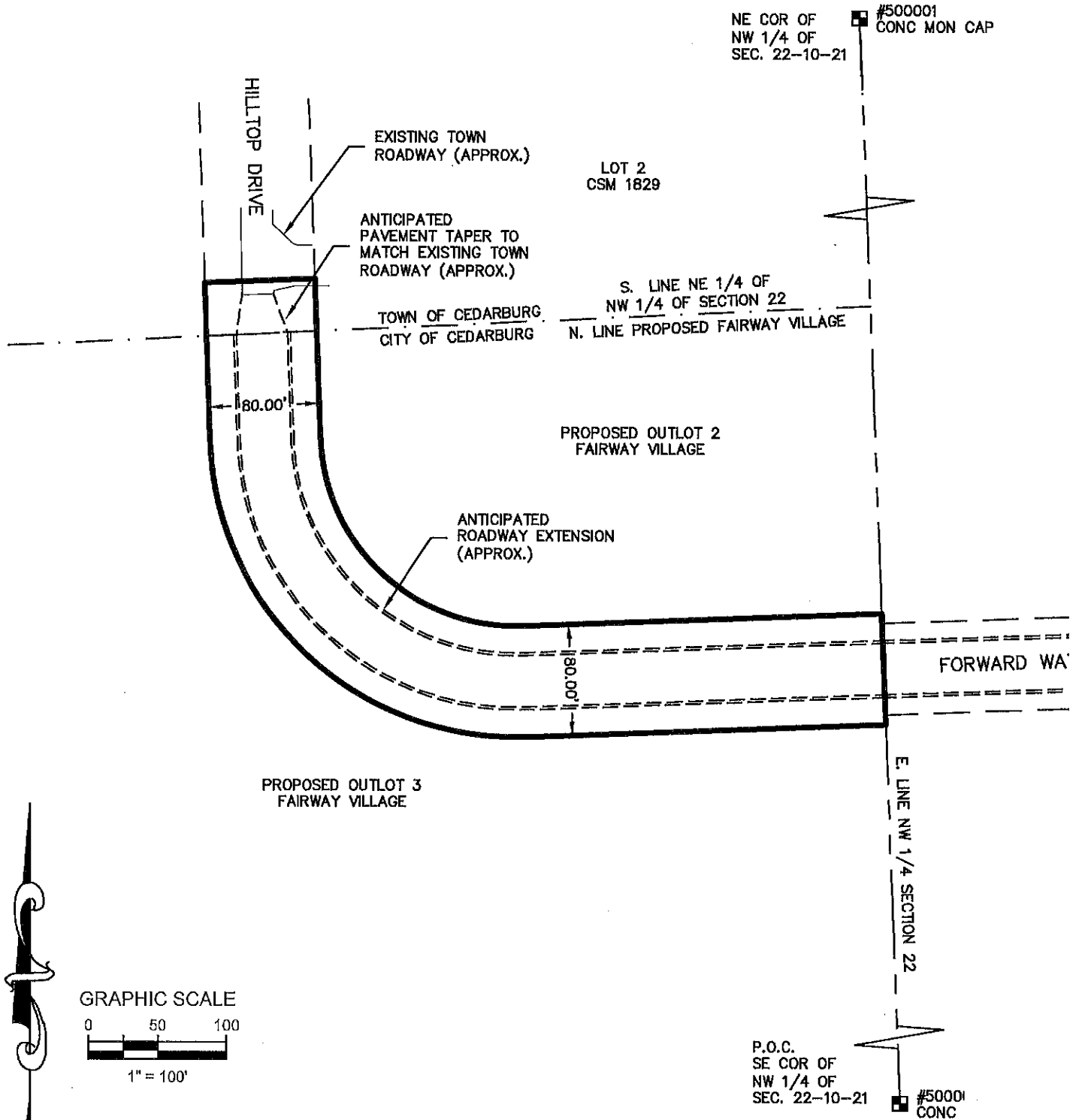
raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Exhibit C

EXHIBIT

HILLTOP DRIVE (ROADWAY LAYOUT)



raSmith

CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Exhibit C

CITIZEN APPOINTMENTS

Community Development Authority – 4 year term

Mark O'Neill (08/30/25)

Library Board – 3-year term

Loraine LeSage (04/30/24)

Light and Water Commission – 3-year term

Paul Radtke (04/30/24)

Andrew Moss (04/30/24)

CITY OF CEDARBURG

MEETING DATE: August 30, 2021

ITEM NO: 8.H.

TITLE: Discussion only on remote meeting attendance policy/ordinance

ISSUE SUMMARY: While communities are not legally obligated to allow governmental body members or the public to attend meetings remotely, many have chosen to do so because of positive experiences with remote attendance during the pandemic. It is at the recommendation of the League of Wisconsin Municipalities that each municipality adopt a policy or ordinance regarding remote attendance to provide the framework and structure for governing bodies moving forward. Attached is the ordinance adopted by the City of Green Bay. This may provide a starting point as we create an ordinance for the City of Cedarburg.

STAFF RECOMMENDATION:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS: City of Green Bay Ordinance

INITIATED/REQUESTED BY: City Clerk Tracie Sette

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

GENERAL ORDINANCE NO. 13-21

AN ORDINANCE CREATING SECTION 2-32, GREEN BAY MUNICIPAL CODE, RELATING TO REMOTE ATTENDANCE AT MEETINGS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-32, Green Bay Municipal Code, is hereby created to read:

Sec. 2-32. Remote attendance at meetings.

(a) *Remote attendance permitted.* Any City employee, member of a governmental body, or any other person may appear at any meeting, as defined in Wis. Stats. § 19.82, by telephone, video conference, or other remote method of participation.

(b) *Remote attendance by members.* Any member of a City governmental body desiring to attend a meeting remotely shall be entitled to participate and vote to the fullest extent possible.

(1) *Exception.* No member shall participate or vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member.

(2) *Quorum.* A member who appears remotely under this section shall count toward a quorum during said appearance.

(3) *Proper equipment.* Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting.

(c) *Notice.* The agenda for any meeting of a governmental body shall specifically and conspicuously provide information concerning all available methods of attendance.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

6/1/2021

CITY OF CEDARBURG
TRANSFER LIST
8/1/21-8/27/21

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
8/2/2021	\$97,146.30	WPS-August health insurance premiums
8/2/2021	\$7,053.59	Delta Dental-August dental insurance premiums
8/5/2021	\$555.20	Superior Vision-August vision insurance premiums
8/6/2021	\$1,503.09	Aflac-July premiums
8/6/2021	\$3,264.66	Minnesota Life-September premiums
8/11/2021	256,000.00	PWSB Payroll
8/12/2021	6,191.48	Health Savings Accounts-contributions for 7/25/21-8/7/21
8/12/2021	1,700.14	ICMA-contributions for 7/25/21-8/7/21
8/12/2021	4,195.24	North Shore Bank-contributions for 7/25/21-8/7/21
8/12/2021	467.50	Police Union-contributions for 7/25/21-8/7/21
8/12/2021	346.15	State of Wisconsin-child support for 7/25/21-8/7/21
8/12/2021	250.00	Wis Deferred Comp-contributions for 7/25/21-8/7/21
8/13/2021	2,546,546.83	Ozaukee County-School credit & 1st Dollar credit
8/16/2021	2,344.56	ADP-July/August invoices
8/18/2021	11,741.54	PWSB-credit card payment
8/20/2021	48,456.16	State of Wisconsin-July sales tax remittance
8/25/2021	6,191.48	Health Savings Accounts-contributions for 8/8/21-8/21/21
8/25/2021	1,641.48	ICMA-contributions for 8/8/21-8/21/21
8/25/2021	4,223.24	North Shore Bank-contributions for 8/8/21-8/21/21
8/25/2021	467.50	Police Union-contributions for 8/8/21-8/21/21
8/25/2021	346.15	State of Wisconsin-child support for 8/8/21-8/21/21
8/25/2021	250.00	Wis Deferred Comp-contributions for 8/8/21-8/21/21
8/25/2021	242,000.00	PWSB Payroll
8/27/2021	125,128.75	Ehlers-debt payment
	<u>\$3,242,882.29</u>	

PWSB PAYROLL CHECKING ACCOUNT

8/13/2021	182,726.93	Payroll for 7/25/21-8/7/21
8/13/2021	72,969.76	Payroll taxes for 7/25/21-8/7/21
8/27/2021	172,921.88	Payroll for 8/8/21-8/21/21
8/27/2021	\$ 69,503.90	Payroll taxes for 8/8/21-8/21/21
	<u>\$498,122.47</u>	

PWSB MONEY MARKET

8/11/2021	256,000.00	PWSB Checking
8/25/2021	<u>400,000.00</u>	PWSB Checking
	<u>\$ 656,000.00</u>	

STATE POOL

8/12/2021	\$2,546,546.83	PWSB Checking
8/13/2021	<u>\$1,000,000.00</u>	PWSB Money Market
	<u><u>\$3,546,546.83</u></u>	

CITY OF CEDARBURG

08/26/21 7:46 AM

Page 1

***Check Detail Register©**

AUGUST 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
111300 PWSB Checking					
38389	08/06/21	BADGER POPCORN & CONCESSION			
E 240-555321-350		OPERATING SUPPLIES	\$1,497.53	474728	POOL-POOL CONCESSIONS
		Total	\$1,497.53		
38390	08/06/21	JONATHAN CENSKY			
E 100-566310-210		PROFESSIONAL SERVIC	\$6,217.05	21-0007	PLANNER-JULY 2021 SERVICES
		Total	\$6,217.05		
38391	08/06/21	CONLEY MEDIA, LLC			
E 353-566710-212		ATTORNEY/CONSULTAN	\$1,304.40	48760621	TID #6-HILLTOP DR PROJECTS
		Total	\$1,304.40		
38392	08/06/21	FPSOLUTIONS, LLC			
E 100-522100-240		REPAIR AND MAINTENA	\$520.00	18458	PD-FIRE SPRINKLER SERVICE CALL
		Total	\$520.00		
38393	08/06/21	GROTA APPRAISALS, LLC			
E 100-515400-210		PROFESSIONAL SERVIC	\$6,262.50	1733	ASSESSOR-AUGUST 2021 ASSESSOR SERVICES
		Total	\$6,262.50		
38394	08/06/21	HOME DEPOT CREDIT SERVICES			
E 200-544210-240		REPAIR AND MAINTENA	\$320.00	3692	CEM-VACUUM BREAKER
		Total	\$320.00		
38395	08/06/21	HORIZON COMMERCIAL POOL SUPPLY			
E 240-555320-350		OPERATING SUPPLIES	\$225.95	210722005-A	POOL-SULFURIC ACID SOLUTION
E 240-555320-340		MAINTENANCE SUPPLIE	\$223.65	210728017-A	POOL-PLASTIC LADDER TREAD-BOLTS
		Total	\$449.60		
38396	08/06/21	KOPPLIN & KINAS CO., INC.			
E 400-533311-854		STREET IMPROVEMENT	\$184,916.82	PAY REQ 3	STREET PROJ-PAY REQUEST NO. 3 DATED 8/3/2021
E 400-533440-475		STORMWATER IMPROV	\$7,240.65	PAY REQ 3	STORM-PAY REQUEST NO. 3 DATED 8/3/2021
G 400-156200		DUE FROM LIGHT & WA	\$234.00	PAY REQ 3	WATER-PAY REQUEST NO. 3 DATED 8/3/2021
		Total	\$192,391.47		
38397	08/06/21	LEAGUE OF WI .MUNICIPALITIES			
E 400-533440-472		NR216 COMPLIANCE	\$1,000.00	82396	STORMWATER-LEAF COLLECTION STUDY 2/1/2021 - 12/31/2021
		Total	\$1,000.00		
38398	08/06/21	R.A. SMITH NATIONAL			
E 353-566710-210		PROFESSIONAL SERVIC	\$1,485.75	159591	TIF#6-6/1/2021 TO 6/30/2021-HILLTOP DR
E 353-566710-210		PROFESSIONAL SERVIC	\$7,010.08	159592	TIF#6-6/1/2021 TO 6/30/2021-SANITARY
E 353-566710-210		PROFESSIONAL SERVIC	\$30,082.16	159593	TIF#6-6/1/21-6/30/21 PAVING
		Total	\$38,577.99		
38399	08/06/21	RIVER RUN COMPUTERS, INC.			
E 100-522110-380		EQUIPMENT/CAPITAL O	\$500.76	118185	PD-SONICWALL COMPR SECURITY SUITE/REMOTE CONSULT

CITY OF CEDARBURG

08/26/21 7:46 AM

Page 2

***Check Detail Register©**

AUGUST 2021

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
---------	------------	-------------	--------	---------	---------

		Total	\$500.76		
--	--	-------	----------	--	--

		111300 PWSB Checking	\$249,041.30		
--	--	-----------------------------	---------------------	--	--

Fund Summary**111300 PWSB Checking**

100 GENERAL FUND	\$13,500.31
200 CEMETERY FUND	\$320.00
240 SWIMMING POOL FUND	\$1,947.13
353 TIF DISTRICT #6	\$39,882.39
400 CAPITAL IMPROVEMENTS FUND	\$193,391.47
	\$249,041.30

08/26/2021 07:37 AM
User: cmerdes
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/02/2021 - 08/26/2021

Page 1/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/17/2021	PWBDD	38400	A LYNEIS ELECTRIC LLC	SWIMMING POOL	400-555320-500865	1,983.86
08/17/2021	PWBDD	38401	ASCENSION OCCUPATION HEALTH-	PROFESSIONAL SERVICES	100-522130-500210	112.00
08/17/2021	PWBDD	38402	AXON ENTERPRISE INC	EQUIPMENT/CAPITAL OUTLAY	100-522120-500380	2,904.64
08/17/2021	PWBDD	38403	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	260-555110-500319	785.18
		38403		DONATION EXPENDITURES	260-555110-500322	368.12
						<hr/> 1,153.30
08/17/2021	PWBDD	38404	BAKER & TAYLOR ENTERTAINMENT	PUBLICATIONS AND SUBSCRIPTIONS	260-555110-500319	65.98
08/17/2021	PWBDD	38405	BETH JAGODINSKY	MISCELLANEOUS REVENUE	220-000000-486000	165.00
08/17/2021	PWBDD	38406	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	100-522120-500347	1.87
		38406		OPERATING SUPPLIES	100-533210-500350	4.74
		38406		REPAIR AND MAINTENANCE	100-555510-500240	352.13
		38406		GROUNDS MAINTENANCE	200-544210-500230	29.23
		38406		REPAIR AND MAINTENANCE	200-544210-500240	82.75
		38406		INSURANCE CLAIMS - 2021	700-519400-500525	96.26
						<hr/> 566.98
08/17/2021	PWBDD	38407	BEYOND ROOFING AND EXTERIOR	MAINTENANCE SUPPLIES	601-573830-500340	1,440.00
08/17/2021	PWBDD	38408	BS& A SOFTWARE	CITY HALL IMPROVEMENTS	400-518100-500806	34,220.00
08/17/2021	PWBDD	38409	CEDAR CREST	OPERATING SUPPLIES	240-555321-500350	1,315.62
08/17/2021	PWBDD	38410	CEDARBURG CHAMBER OF COMMERCE	AWARDS, SUPPLIES	100-519200-500343	200.00
08/17/2021	PWBDD	38411	CEDARBURG CHAMBER OF COMMERCE	CHAMBER TOURISM & DEVELOPMENT	210-566700-500721	5,688.50
08/17/2021	PWBDD	38412	CEDARBURG LIGHT & WATER	DUE TO LIGHT AND WATER	100-000000-256200	1,070.36
		38412		DUE TO L&W IMPACT FEES	100-000000-256201	2,049.98
						<hr/> 3,120.34
08/17/2021	PWBDD	38413	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	100-518100-500240	110.00
08/17/2021	PWBDD	38414	CINTAS CORPORATION	SAFETY EQUIPMENT	601-573825-500372	1,018.19
08/17/2021	PWBDD	38415	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	100-514100-500325	86.53
		38415		OTHER EXPENSES	100-555140-500390	145.20
						<hr/> 231.73

08/26/2021 07:37 AM
User: cmerdes
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/02/2021 - 08/26/2021

Page 2/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/17/2021	PWBDD	38416	COSTCO MEMBERSHIP	OPERATING SUPPLIES	100-533210-500350	63.00
		38416		SUPPLIES AND EXPENSES	220-555390-500347	63.00
		38416		OTHER EXPENSES	601-573850-500390	63.00
						<hr/> 189.00
08/17/2021	PWBDD	38417	CUTTING EDGE LANDSCAPING	PROFESSIONAL SERVICES	200-544210-500210	3,875.00
08/17/2021	PWBDD	38418	CYBERLYNK NETWORK	TELEPHONE/COMMUNICATIONS	260-555110-500225	367.97
08/17/2021	PWBDD	38419	DIGITAL EDGE OF GRAFTON	OFFICE SUPPLIES	100-514100-500310	53.00
08/17/2021	PWBDD	38420	DUKES LANDSCAPING	COLLECTION SYSTEM MAINT		** VOIDED **
08/17/2021	PWBDD	38421	E. & B. SCALE SERVICES INC.	LAB SUPPLIES	601-573825-500370	110.00
08/17/2021	PWBDD	38422	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	260-555110-500290	432.00
08/17/2021	PWBDD	38423	EGELHOFF LAWMOWER SERVICE	REPAIR AND MAINTENANCE	100-555510-500240	207.30
08/17/2021	PWBDD	38424	ELIZABETH ROLLAND	PROFESSIONAL SERVICES	100-555140-500210	67.20
08/17/2021	PWBDD	38425	FASTENAL COMPANY	MAINTENANCE PARTS	100-533210-500353	49.80
08/17/2021	PWBDD	38426	FIRST ADVANTAGE OCC HEALTH SVC	PROFESSIONAL SERVICES	100-533210-500210	130.54
08/17/2021	PWBDD	38427	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	100-522120-500240	358.75
08/17/2021	PWBDD	38428	FORESTRY SUPPLIERS	REPAIR AND MAINTENANCE	100-555510-500240	88.55
08/17/2021	PWBDD	38429	HACH COMPANY	TELEPHONE/COMMUNICATIONS	601-573825-500225	494.50
08/17/2021	PWBDD	38430	HEATHER POTOKAR	YOUTH FOOTBALL REGISTRATION	220-000000-467317	45.00
08/17/2021	PWBDD	38431	HOOPLA	PUBLICATIONS AND SUBSCRIPTIONS	260-555110-500319	30.61
08/17/2021	PWBDD	38432	HORIZON COMMERCIAL POOL SUPPLY	OPERATING SUPPLIES	240-555320-500350	232.90
		38432		EQUIPMENT/CAPITAL OUTLAY	240-555320-500380	927.05
						<hr/> 1,159.95
08/17/2021	PWBDD	38433	HOUSEMAN & FEIND, LLP TRUST	EXTRAORDINARY SERVICES	100-516100-500211	1,665.00
		38433		ATTORNEY/CONSULTANT	100-522110-500212	1,603.57
		38433		ATTORNEY/CONSULTANT	353-566710-500212	421.25
		38433		PROCHNOW	400-533750-500841	280.00
						<hr/> 3,969.82

08/26/2021 07:37 AM
User: cmerdes
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/02/2021 - 08/26/2021

Page 3/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/17/2021	PWBDD	38434	IAMRESPONDING.COM	TELEPHONE/COMMUNICATIONS	100-522110-500225	305.00
08/17/2021	PWBDD	38435	JACKSON LEWIS P.C.	ATTORNEY/CONSULTANT	100-522110-500212	450.00
08/17/2021	PWBDD	38436	JAMES IMAGING SYSTEMS, INC.	MAINT/CONTRACTED SERVICES	260-555110-500290	468.68
08/17/2021	PWBDD	38437	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	260-555110-500290	479.00
08/17/2021	PWBDD	38438	JOE JACOBS	PROFESSIONAL SERVICES	100-522310-500210	255.00
08/17/2021	PWBDD	38439	LAROSA LANDSCAPE COMPANY	REPAIR AND MAINTENANCE	100-522100-500240	515.25
08/17/2021	PWBDD	38440	LEO THIEL	PUBLIC WORKS FEES	100-000000-463101	15.00
08/17/2021	PWBDD	38441	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	220-555390-500347	1,021.00
		38441		POMS EXPENSES	220-555390-500394	198.00
		38441		UNIFORMS	240-555320-500346	1,270.00
						<hr/> 2,489.00
08/17/2021	PWBDD	38442	MEA-SEW	PROF PUBLICATIONS AND DUES	100-513200-500320	30.00
08/17/2021	PWBDD	38443	MICHELLE PLEW	SWIMMING POOL - LESSONS	240-000000-467342	110.00
08/17/2021	PWBDD	38444	MILLER-BRADFORD AND RISBERG	MAINTENANCE PARTS	100-533210-500353	323.38
08/17/2021	PWBDD	38445	NAPA AUTO PARTS	MAINTENANCE PARTS	100-533210-500353	68.94
08/17/2021	PWBDD	38446	NEWS GRAPHIC	PROF PUBLICATIONS AND DUES	100-522110-500320	117.00
		38446		PROF PUBLICATIONS AND DUES	601-573850-500320	117.00
						<hr/> 234.00
08/17/2021	PWBDD	38447	NORTH WOODS	REPAIR AND MAINTENANCE	100-555510-500240	235.66
08/17/2021	PWBDD	38448	OFFICE COPYING EQUIPMENT LTD	EQUIPMENT OUTLAY	100-514700-500385	10.33
08/17/2021	PWBDD	38449	OLIVER FIONTAR LLC	DEVELOPERS INCENTIVE	350-566710-500227	56,927.42
08/17/2021	PWBDD	38450	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	260-555110-500322	16.16
08/17/2021	PWBDD	38451	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	100-514700-500210	1,468.72
		38451		PROFESSIONAL SERVICES	240-555320-500210	126.72
		38451		COMPUTER/COPIER SUPPLIES	601-573825-500312	300.00
						<hr/> 1,895.44

08/26/2021 07:37 AM
User: cmertes
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 08/02/2021 - 08/26/2021

Page 4/7

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/17/2021	PWBDD	38452	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	601-573825-500370	283.00
08/17/2021	PWBDD	38453	PROFESSIONAL SUPPLY	REPAIR AND MAINTENANCE	100-533311-500240	1,443.60
		38453		REPAIR AND MAINTENANCE	100-555510-500240	1,443.60
						<hr/> 2,887.20
08/17/2021	PWBDD	38454	RICOH USA, INC.	REPAIR AND MAINTENANCE	100-522110-500240	172.85
08/17/2021	PWBDD	38455	RNOW INC	COLLECTION SYSTEM MAINT	601-573835-500360	4,727.16
08/17/2021	PWBDD	38456	ROLAND MACHINERY EXCHANGE	MAINTENANCE PARTS	100-533210-500353	15.64
08/17/2021	PWBDD	38457	SARAH RATHKAMP	MISCELLANEOUS PERMIT FEES	100-000000-443511	25.00
08/17/2021	PWBDD	38458	SCHOLASTIC LIBRARY PUBLISHING	PUBLICATIONS AND SUBSCRIPTIONS	260-555110-500319	18.74
08/17/2021	PWBDD	38459	SITEONE LANDSCAPE SUPPLY	REPAIR AND MAINTENANCE	100-533440-500240	464.53
		38459		REPAIR AND MAINTENANCE	100-555510-500240	464.00
						<hr/> 928.53
08/17/2021	PWBDD	38460	SOUTHSIDE TIRECO., FRANKLIN	MAINTENANCE PARTS	100-533210-500353	1,537.10
08/17/2021	PWBDD	38461	STAFFORD ROSENBAUM LLP	INSURANCE CLAIMS - 2019	700-519400-500546	1,188.00
08/17/2021	PWBDD	38462	STARNET TECHNOLOGIES	TELEPHONE/COMMUNICATIONS	601-573825-500225	660.00
08/17/2021	PWBDD	38463	STEPHANIE SPERB	POMS REVENUE	220-000000-467332	80.00
08/17/2021	PWBDD	38464	STREICHER'S POLICE EQUIPMENT	UNIFORMS	100-522120-500346	234.97
08/17/2021	PWBDD	38465	SYNCHRONY BANK	REPAIR AND MAINTENANCE	100-533311-500240	359.90
08/17/2021	PWBDD	38466	TAKAKO WILLDEN	PROFESSIONAL SERVICES	100-555140-500210	72.00
08/17/2021	PWBDD	38467	THE UNIFORM SHOPPE	UNIFORMS	100-522120-500346	3,583.15
08/17/2021	PWBDD	38468	TIME WARNER CABLE	TELEPHONE/COMMUNICATIONS	100-522110-500225	434.00
08/17/2021	PWBDD	38469	TOM SCHOofs	SUMMER SOCCER	220-000000-467329	55.00
08/17/2021	PWBDD	38470	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	100-522110-500225	55.00
08/17/2021	PWBDD	38471	UNEMPLOYMENT INSURANCE	UNEMPLOYMENT COMPENSATION	700-519400-500393	508.10
08/17/2021	PWBDD	38472	WE ENERGIES	NATURAL GAS-0713912926-00006	100-518100-500224	26.80
		38472		NATURAL GAS-0713912926-00011	100-518100-500224	24.65

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		38472		NATURAL GAS-0713912926-00001	100-518100-500224	39.34
		38472		NATURAL GAS-0711276804-00002	100-522100-500224	264.71
		38472		NATURAL GAS-0711276804-00001	100-522100-500224	33.26
		38472		NATURAL GAS-0713912926-00003	100-522230-500224	51.94
		38472		NATURAL GAS-0713912926-00008	100-522230-500224	28.00
		38472		NATURAL GAS-0713912926-00004	100-522410-500224	9.57
		38472		NATURAL GAS-0713912926-00009	100-533210-500224	38.82
		38472		NATURAL GAS-0707973696-00001	100-555510-500224	9.57
		38472		NATURAL GAS-0719886467-00001	100-555510-500224	12.58
		38472		NATURAL GAS-0716746085-00001	240-555320-500224	49.53
		38472		NATURAL GAS-0719900042-00001	240-555320-500224	5,530.98
		38472		NATURAL GAS-0714144119-00001	260-555110-500224	150.93
		38472		NATURAL GAS-0712590709-00001	601-573825-500224	16.37
		38472		NATURAL GAS-0713182701-00001	601-573825-500224	9.57
		38472		MAINTENANCE SUPPLIES-0713912926-00002	601-573840-500340	10.42
		38472		MAINTENANCE SUPPLIES-0711836389-00001	601-573840-500340	14.86
		38472		MAINTENANCE SUPPLIES-0713912926-00005	601-573840-500340	11.14
		38472		MAINTENANCE SUPPLIES-0713912926-00007	601-573840-500340	10.42
		38472		MAINTENANCE SUPPLIES-0713912926-00010	601-573840-500340	11.06
		38472		MAINTENANCE SUPPLIES-0713912926-00012	601-573840-500340	16.37
						<hr/> 6,370.89
08/17/2021	PWBDD	38473	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	100-522110-500225	819.00
TOTAL - ALL FUNDS				TOTAL OF 74 CHECKS (1 voided)		155,768.62

--- GL TOTALS ---

100-000000-256200	DUE TO LIGHT AND WATER	1,070.36
100-000000-256201	DUE TO L&W IMPACT FEES	2,049.98
100-000000-443511	MISCELLANEOUS PERMIT FEES	25.00
100-000000-463101	PUBLIC WORKS FEES	15.00
100-513200-500320	PROF PUBLICATIONS AND DUES	30.00
100-514100-500310	OFFICE SUPPLIES	53.00
100-514100-500325	LEGAL PUBLICATIONS	86.53
100-514700-500210	PROFESSIONAL SERVICES	1,468.72
100-514700-500385	EQUIPMENT OUTLAY	10.33
100-516100-500211	EXTRAORDINARY SERVICES	1,665.00
100-518100-500224	NATURAL GAS	90.79
100-518100-500240	REPAIR AND MAINTENANCE	110.00
100-519200-500343	AWARDS, SUPPLIES	200.00
100-522100-500224	NATURAL GAS	297.97
100-522100-500240	REPAIR AND MAINTENANCE	515.25

Check Date	Bank	Check #	Payee	Description	GL #	Amount
100-522110-500212			ATTORNEY/CONSULTANT			2,053.57
100-522110-500225			TELEPHONE/COMMUNICATIONS			1,613.00
100-522110-500240			REPAIR AND MAINTENANCE			172.85
100-522110-500320			PROF PUBLICATIONS AND DUES			117.00
100-522120-500240			REPAIR AND MAINTENANCE			358.75
100-522120-500346			UNIFORMS			3,818.12
100-522120-500347			SUPPLIES AND EXPENSES			1.87
100-522120-500380			EQUIPMENT/CAPITAL OUTLAY			2,904.64
100-522130-500210			PROFESSIONAL SERVICES			112.00
100-522230-500224			NATURAL GAS			79.94
100-522310-500210			PROFESSIONAL SERVICES			255.00
100-522410-500224			NATURAL GAS			9.57
100-533210-500210			PROFESSIONAL SERVICES			130.54
100-533210-500224			NATURAL GAS			38.82
100-533210-500350			OPERATING SUPPLIES			67.74
100-533210-500353			MAINTENANCE PARTS			1,994.86
100-533311-500240			REPAIR AND MAINTENANCE			1,803.50
100-533440-500240			REPAIR AND MAINTENANCE			464.53
100-555140-500210			PROFESSIONAL SERVICES			139.20
100-555140-500390			OTHER EXPENSES			145.20
100-555510-500224			NATURAL GAS			22.15
100-555510-500240			REPAIR AND MAINTENANCE			2,791.24
200-544210-500210			PROFESSIONAL SERVICES			3,875.00
200-544210-500230			GROUNDS MAINTENANCE			29.23
200-544210-500240			REPAIR AND MAINTENANCE			82.75
210-566700-500721			CHAMBER TOURISM & DEVELOPMENT			5,688.50
220-000000-467317			YOUTH FOOTBALL REGISTRATION			45.00
220-000000-467329			SUMMER SOCCER			55.00
220-000000-467332			POMS REVENUE			80.00
220-000000-486000			MISCELLANEOUS REVENUE			165.00
220-555390-500347			SUPPLIES AND EXPENSES			1,084.00
220-555390-500394			POMS EXPENSES			198.00
240-000000-467342			SWIMMING POOL - LESSONS			110.00
240-555320-500210			PROFESSIONAL SERVICES			126.72
240-555320-500224			NATURAL GAS			5,580.51
240-555320-500346			UNIFORMS			1,270.00
240-555320-500350			OPERATING SUPPLIES			232.90
240-555320-500380			EQUIPMENT/CAPITAL OUTLAY			927.05
240-555321-500350			OPERATING SUPPLIES			1,315.62
260-555110-500224			NATURAL GAS			150.93
260-555110-500225			TELEPHONE/COMMUNICATIONS			367.97
260-555110-500290			MAINT/CONTRACTED SERVICES			1,379.68
260-555110-500319			PUBLICATIONS AND SUBSCRIPTIONS			900.51
260-555110-500322			DONATION EXPENDITURES			384.28
350-566710-500227			DEVELOPERS INCENTIVE			56,927.42
353-566710-500212			ATTORNEY/CONSULTANT			421.25
400-518100-500806			CITY HALL IMPROVEMENTS			34,220.00
400-533750-500841			PROCHNOW			280.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
400-555320-500865				SWIMMING POOL		1,983.86
601-573825-500224				NATURAL GAS		25.94
601-573825-500225				TELEPHONE/COMMUNICATIONS		1,154.50
601-573825-500312				COMPUTER/COPIER SUPPLIES		300.00
601-573825-500370				LAB SUPPLIES		393.00
601-573825-500372				SAFETY EQUIPMENT		1,018.19
601-573830-500340				MAINTENANCE SUPPLIES		1,440.00
601-573835-500360				COLLECTION SYSTEM MAINT		4,727.16
601-573840-500340				MAINTENANCE SUPPLIES		74.27
601-573850-500320				PROF PUBLICATIONS AND DUES		117.00
601-573850-500390				OTHER EXPENSES		63.00
700-519400-500393				UNEMPLOYMENT COMPENSATION		508.10
700-519400-500525				INSURANCE CLAIMS - 2021		96.26
700-519400-500546				INSURANCE CLAIMS - 2019		1,188.00
				TOTAL		155,768.62



City of Cedarburg

City Administrator's Report

August 26, 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 — Restoration has been completed for the Street & Utility project.

The Hwy 60 project is in the middle of the third phase, which is the median work. Curb will be poured this week and paving is a couple of weeks out.

A preconstruction meeting for the Pioneer Road Interurban Crossing project is being scheduled. Outdoor lighting plans are underway to do some underground work in the next couple of weeks. Some parts are backordered until late September, so pole and signs would not get installed until all parts are received.

The Washington Avenue asphalt repair project is scheduled to begin on September 21. The project involves closing Washington Avenue to thru traffic with no parking from Center Street to Hamilton Road. There will be days when that section of road will be completely shutdown.

Due to utility work on Washington Avenue, the Fairway Village contractor will need to shutdown Washington Avenue for 3-5 days, traffic will be detoured using STH 181.

The Public Works crew is preparing for Country in the Burg along with working on the bike path, brush pick up, street sweeping, pothole patching, and street painting.

Treasurer— The new accounting software installation is going well. This is the last week with the onsite training. There will be two more days of remote training on fixed assets next month.

Library— Year to Date (Jan-July) Stats:

- 51,773 people have entered the library
- 102,406 items have been checked out
- 461 new library cards have been issued. Over 9,000 residents have a card.
- 2,619 people have used the public computers
- 467 people have used the Wi-Fi for a total of 9,488 sessions
- 813 people have reserved the study rooms for work/study/meetings
- Digital resources have been accessed remotely 21,437 times
- Summer reading programs had 933 kids/teens in attendance for 40 programs
- 126 adults attended summer reading programs.

Friends of the Library fund the Summer Reading Program at a cost of \$4,000. Friends of the Library also funded the new Book Bike that the librarians are using for outreach service in the community. We have been to the parks, local events, and will be going to senior living homes, and schools.

Many of the Library programs were in the parks and we also collaborated with Riveredge Nature Center. Here is a picture of the book bike in the park:



Respectfully submitted,

Mikko Hilvo
City Administrator