

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
APRIL 9, 2018 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, April 9, 2018 at 7:00 p.m.** at City Hall, W63 N645 Washington Avenue, Cedarburg, WI, in the second floor Council Chambers.

AGENDA

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Kip Kinzel, Council Members John Czarnecki, Jack Arnett, Dick Dieffenbach, Rick Verhaalen, Patricia Thome, and Mike O’Keefe
5. STATEMENT OF PUBLIC NOTICE
6. APPROVAL OF MINUTES* - March 26, 2018
7. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals or a future Council agenda item.
8. NEW BUSINESS
 - * A. Consider recommendation of Police Chief to deny new operator’s license application of Nicholas P. Koch; and action thereon
 - * B. Consider agreement governing operation of the P25 Phase 2 Radio System between Ozaukee County and Participating Users
 - * C. Consider expanded Outdoor Alcohol Beverage License for The Stilt House at W62 N630 Washington Avenue; and action thereon
 - * D. Consider application of Brandywine LLC, Andrew C. Wilson, Agent, for a Class “B” Beer and “Class C” Wine license for Brandywine at W61 N480 Washington Avenue; and action thereon
 - * E. Consider application of Famous Sals of Cedarburg, WI, Inc., Bekim Elmazi, Agent, for a Class “B” Beer and “Class C” Wine license for Sal’s Famous Pizza at W63 N635 Washington Avenue; and action thereon
 - * F. Consider Ordinance No. 2018-05 amending Sec. 7-2-21 of the Code of Ordinances relating to the procedure upon application of an Operator’s License; and action thereon

- * G. Consider Ordinance No. 2018-06 amending Sections 11-2-1 and 11-2-3 of the Code of Ordinances regulating bow and crossbow hunting and fishing in the City
- * H. Consider legal services agreement with Attorney Michael Herbrand; and action thereon
- * I. Consider payment of bills for the period 03/23/18 through 03/30/18, transfers for the period 03/20/18 through 04/04/18, and payroll for the period 03/11/18 through 03/24/18; and action thereon
- *** J. Consider License Applications; and action thereon
 - 1. Consider approval of new Operators License applications for the period ending June 30, 2018 for Catherine Davis and Adam J. Leiphart

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- * A. Administrator's Report
- * B. Building Inspector's Report

10. COMMUNICATIONS

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

11. ADJOURNMENT

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

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

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

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

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

04/05/18 ckm

**CITY OF CEDARBURG
COMMON COUNCIL
MARCH 26, 2018**

**CC20180326-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, March 26, 2018, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers. Mayor Kinzel called the meeting to order at 7:00 p.m.

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

Vacant - Aldermanic District 5

Also Present - City Administrator/Treasurer Christy Mertes, Director of Public Works and Engineering Tom Wiza, City Clerk Constance McHugh, Assistant City Attorney Tim Schoonenberg, 1st District Aldermanic Candidate Sara Dunstone, 3rd District Aldermanic Candidates Kristin Burkart and Ryan Hammett, 5th District Aldermanic Candidate Garan Chivinski, 7th District Aldermanic Candidate Rodney Galbraith, Maggie Dobson of the Chamber of Commerce; interested citizens and news media

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Motion made by Council Member Thome, seconded by Council Member Dieffenbach, to approve the minutes of the March 12, 2018 meeting. Motion carried unanimously Aldermanic District 5 vacant.

ACCEPT AND REFER TO PLAN COMMISSION THE REZONING PETITION FROM S. DUANE STROBEL, JR./ALLISON MANTEL, D.D.S., MS TO REZONE THE TWO PARCELS AT THE NORTHEAST CORNER OF EVERGREEN BOULEVARD AND PIONEER ROAD FROM RD-1 TWO FAMILY RESIDENTIAL DISTRICT TO B-4 OFFICE AND SERVICE DISTRICT

Motion made by Council Member Arnett, seconded by Council Member Czarnecki, to accept and refer to the Plan Commission the rezoning petition from S. Duane Stroebel, Jr./Allison Mantel, D.D.S., MS to rezone the two parcels at the northeast corner of Evergreen Boulevard and Pioneer

Road from RD-1 Two Family Residential District to B-4 Office and Service District. Motion carried unanimously with Aldermanic District 5 vacant.

PRESENTATION OF THE 2017 ANNUAL FINANCIAL REPORT

City Administrator/Treasurer Mertes highlighted the 2017 annual financial report. The report shows the budgeted use of \$181,422 of fund balance in the General Fund. Actual figures show revenues were \$8,997 over expenditures. There was a \$1.2 million use of fund balance in the Capital Improvement Fund. Total spending for the Public Works garage was \$8,546,000. The amount budgeted was \$8,600,000. The fund balance in the street improvements and storm water improvements accounts in 2018 is expected to be in the negative. Figures in the report may change slightly depending upon the audit, which will be presented to the Council in May.

Council Member Dieffenbach thanked City Administrator/Treasurer Mertes for the excellent job done on the annual report. He said there seems to be a large variance for moving into the new Public Works facility.

City Administrator/Treasurer Mertes said occasionally a line item or two may be over expended in a department; however, the department head will then make sure to under spend in other accounts in the department.

CONSIDER ALLOCATING FUNDS TOWARD THE PRELIMINARY DESIGN OF A BUSINESS PARK ON HIGHWAY 60, INCLUDING ACCEPTANCE OF PROPOSAL TO COMPLETE TRAFFIC IMPACT ANALYSIS

Director Wiza said staff would like direction on how to approach development of the proposed business park on Highway 60. He estimated the overall cost to build the park to be \$7 million, and the engineering design could be a \$300,000 undertaking. The question of how to fund this also exists, as nothing is included in the 2018 budget.

Council Member Czarnecki suggested that it be determined what work needs to be done and determine what the design costs are. The Council can then talk about how to fund it.

Director Wiza said a preliminary plan was prepared by Ruekert Mielke several years ago. One option would be to have Ruekert Mielke develop a scope of the project and provide estimates. Staff could also prepare a Request for Proposals (RFP) to send to engineering firms.

Director Wiza said a traffic impact analysis was done in 2006. This also needs to be updated. He received a proposal from Traffic Analysis and Design to do this in the amount of \$5,470. He said staff needs direction to move ahead.

Council Member Czarnecki said there will be a new Council in a few weeks and it may be beneficial for the Council to know what the design costs are. Council Member O'Keefe agreed. Council Members Czarnecki, Thome and Verhaalen stated they felt the Council should hold off on the traffic impact analysis at this time.

Director Wiza again asked if staff should prepare an RFP for engineering services or have Ruekert Mielke revise their previous proposal.

Council Member Czarnecki said there may be too many variables in terms of the project at this time so maybe the Council should hold off.

CONSIDER BIDS RECEIVED FOR THE 2018 STREET AND UTILITY PROJECT

Director Wiza said staff received bids for the 2018 Street and Utility construction project. The low bid was from Vinton Construction Company, Inc. in the amount of \$1,337,502.25. The project this year is heavily weighted toward street reconstruction, with some storm sewer work. There is very minimal sanitary sewer and water utility work involved. Given that the street budget had to pick up the full cost of engineering services, preconstruction tree pruning, and soil borings, staff recommends adding to the planned capital borrowing in the amount of \$45,000 for streets and \$55,000 for storm sewer.

Council Member Dieffenbach said Evergreen Boulevard is in bad shape. He asked if this project includes Evergreen Boulevard. Director Wiza said the Public Works Department will be renting equipment to install under drains to drain water under the street. This will be done independent of this project.

Motion made by Council Member O'Keefe, seconded by Council Member Dieffenbach, to award the 2018 Street and Utility Construction contract to Vinton Construction Company, Inc. in the amount of \$1,337,502.25, with the additional capital borrowing in the amount of \$100,000. Motion carried unanimously with Aldermanic District 5 vacant.

CONSIDER WRITING OFF UNCOLLECTIBLE RECEIVABLES IN THE RISK MANAGEMENT FUND

City Administrator/Treasurer Mertes said there were two traffic accidents that caused damage to traffic signals, one in 2011 and one in 2013, in the amounts of \$3,726.17 and \$2,534.25 respectively. The responsible parties did not have insurance to cover the damage and never made arrangements to pay the bills. Last year, in working with the Police Department, it was determined these invoices were uncollectible. They were processed through the court system but were not ordered to pay for the damage caused. According to Policy FC-9, any invoice over \$2,000 may only be written off with the approval of the Common Council.

Motion made by Council Member Czarnecki, seconded by Council Member Arnett, to write off outstanding invoices 10288 (\$2,534.25) and 8937 (\$3,726.17). Motion carried unanimously with Aldermanic District 5 vacant.

CONSIDER ORDINANCE NO. 2018-04 AMENDING SEC. 11-2-7 OF THE MUNICIPAL CODE PERTAINING TO THE PLACEMENT OF CHAIRS IN ADVANCE OF THE ANNUAL 4TH OF JULY PARADE

An ordinance has been drafted to codify the long standing policy that allows placement of chairs and other items on Washington Avenue sidewalks no earlier than 7 p.m. on the night before the 4th of July parade.

Council Member Czarnecki moved to postpone consideration of this ordinance until the April 30, 2018 Council meeting so that the newly elected Council Member in District 5 can weigh in on the matter. The motion was seconded by Council Member Verhaalen.

Council Member Dieffenbach suggested the ordinance apply to all parades in the City, not just the July 4th parade. Council Member Verhaalen suggested the ordinance address the use of chalk on sidewalks. He would also like to hear what Chief Frank has to say about the ordinance.

Maggie Dobson of the Chamber of Commerce agreed that placement of chairs on the Washington Avenue sidewalk has become an issue for some businesses the day before the parade. She said if an ordinance is adopted regulating the placement of chairs, it should be enforced.

With Council Members Czarnecki, Arnett, Verhaalen, Thome and O'Keefe voting aye, Council Member Dieffenbach voting nay, and Aldermanic District 5 vacant, the motion to postpone consideration of the ordinance carried.

PAYMENT OF BILLS

Motion made by Council Member Dieffenbach, seconded by Council Member O'Keefe, to approve the payment of the bills for the period 03/09/18 through 03/16/18, transfers for the period 03/09/18 through 03/17/18, and payroll for the period 02/25/18 through 03/10/18. Motion carried with Aldermanic District 5 vacant.

LICENSE APPLICATIONS

Motion made by Council Member O'Keefe, seconded by Council Member Thome, to authorize the issuance of a new Operators license for the period ending June 30, 2018 to Chad M. Bowen. Motion carried with Aldermanic District 5 vacant.

REVIEW OF 2017 ANNUAL STORMWATER COMPLIANCE REPORT

As required by the Department of Natural Resources (DNR), Director Wiza summarized the 2017 annual Stormwater Compliance report that he will be submitting. The sections highlighted included:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control

- Post-Construction Storm Water Management
- Pollution Prevention; and
- Storm Sewer System Map

Mayor Kinzel and the Council thanked Director Wiza for his review of the 2017 annual Stormwater Compliance report.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Arnett encouraged departing Council Members to share their list of unfinished business with incoming Council Members.

MAYOR'S REPORT

Mayor Kinzel issued proclamations for Municipal Treasurer's Week, April 15-21, 2018 and Arbor Day, April 27, 2018.

Council Member Dieffenbach recognized Kathy Huebl, Accountant II, from the Treasurer's Office.

ADJOURNMENT

Motion made by Council Member Dieffenbach, seconded by Council Member Arnett, to adjourn the meeting at 8:08 p.m. Motion carried with Aldermanic District 5 vacant.

Constance K. McHugh, MMC/WCPC
City Clerk

[Company Name]

Memo

To: Mayor Kinzel and Cedarburg Common Council

From: Thomas J Frank, Chief of Police *TJF*

Date: March 20, 2018

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 Nicholas P Koch [REDACTED] based on his arrest and conviction record.

2013 -2014 16 separate arrests for operating while suspended

08/21/16 operating while intoxicated, municipal disorderly conduct outside of a tavern in Grafton engage in a fight, was drinking with an underage person in tavern,

2016 – 2017 3 separate suspensions for failure to pay forfeitures for through DOT



March 20, 2018

Nicholas P. Koch
585 High Bluff Drive
Grafton, WI 53024

Dear Mr. Koch:

This letter is in regards to your recent application for an Operator's License in the City of Cedarburg. Please be advised that Police Chief Thomas Frank is recommending the Common Council deny your application based on the following arrest and conviction record:

- Sixteen separate arrests for operating while suspended, 2013-2014
- Operating while intoxicated, municipal disorderly conduct outside a tavern in Grafton, 08/21/18
- Three separate suspensions for failure to pay forfeitures, 2016-2017

The Common Council will consider your application on **Monday, April 9, 2018 at 7:00 p.m.** You are being provided with an opportunity to be present at this meeting to provide any additional information to the Council. Chief Frank or his representative will also be present at the meeting. The meeting will take place in the Council Chambers of City Hall, W63 N645 Washington Avenue.

Please feel free to contact me at (262) 375-7606 if you have any questions.

Sincerely,

Constance K. McHugh
City Clerk

Cc: Chief Thomas Frank
City Administrator/Treasurer Christy Mertes
City Attorney Michael Herbrand

CITY OF CEDARBURG

MEETING DATE: April 9, 2018

ITEM NO: 8. B.

TITLE: Consider agreement governing operation of the P25 Phase 2 Radio System between Ozaukee County and Participating Users

ISSUE SUMMARY: The public safety shared radio system in Ozaukee County is outdated and need of replacement. Ozaukee County has agreed to purchase the new radio system backbone, all current dispatch consoles, vehicle and portable radios for all current users. We will agree to maintain what we receive for a period of 10 years. This is what we are currently doing with the system we have now.

STAFF RECOMMENDATION: Approve the agreement

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Positive as the equipment will be new and will require less maintenance and/or replacement.

ATTACHMENTS: Proposed Ozaukee County radio agreement

INITIATED/REQUESTED BY: Chief Tom Frank or Chief Jeff Vahsholtz

FOR MORE INFORMATION CONTACT: Chief Frank, 375-7620 or Chief Vahsholtz, 375-7630

AGREEMENT GOVERNING OPERATION OF THE P25 PHASE 2 RADIO SYSTEM
BETWEEN OZAUKEE COUNTY AND PARTICIPATING USERS

I. PARTIES

The parties to this agreement are participating municipalities whose signature appears at the end of this agreement, referred to in this agreement as “Users,” and the Ozaukee County Board of Supervisors, referred to in this agreement as “County.”

II. INTENT

Ozaukee County is purchasing a P25 Phase 2 compliant radio system upgrade including all backbone P25 Trunked Land Mobile Radio (LMR) system infrastructure, IP based microwave backhaul dispatch consoles for all current dispatch centers; The Sheriff’s Department, City of Mequon, Village of Thiensville, City of Cedarburg and Village of Grafton, the addition of coverage enhancing transmit/receive site at Harrington Beach, a radio activity logging recorder and the replacement of mobile and portable radios for all parties to provide an adequate level of radio county communication for public safety and public works purposes. Such system will involve participation and coordination between the County and the Users. It is the intent of the parties to this agreement to provide for the appropriate control and maintenance of the system and to prevent any party to this agreement from interfering with or degrading the system by the introduction of incompatible or substandard equipment, or by refusing to properly maintain the equipment which comprises the P25 Phase 2 compliant radio system.

This agreement is entered into on the ____ day of ___, 2018, by and between the County and the Users who mutually agree as follows:

ARTICLE I
PURCHASE OF SYSTEM AND EQUIPMENT

- A. County shall purchase and maintain the necessary P25 Trunked LMR System backbone communications system for a countywide P25 Phase 2 radio system. This backbone system and the equipment to operate the system is for the benefit of all Ozaukee County residents.
- B. Any User, who signs this agreement by ____ day of _____, 2018, will receive necessary equipment for its police, fire and ambulance services. Equipment delivered to participating municipalities includes: 1) Symphony IP Dispatch Consoles for all current dispatch centers; The Sheriff’s Department, City of Mequon, Village of Thiensville, City of Cedarburg and Village of Grafton, 2) Mobile & Portable Radios (Subscriber Units). Participation in this communication system is free of charge. County will provide a radio unit for each User’s police, fire ambulance, and public works services, as is necessary for each User to maintain an adequate level of radio county communication for public safety

and public works purposes as determined by mutual agreement of the County and Users. Each User may dispose of the replaced equipment as each User sees fit.

- C. Users who receive necessary equipment purchased by County under subsection B. of this article that do not use the equipment for participation in the communication system within one (1) year of receiving the equipment shall return any equipment not being so used to County for County's use and disposal as County finds appropriate.
- D. County shall not provide a User any County equipment purchased under subsection B of this article until such time that User signs this agreement and provides a certificate of insurance to County evidencing insurance coverage for the equipment equal to its replacement value.

ARTICLE II CARE, CUSTODY AND MAINTENANCE OF EQUIPMENT

- A. Upon User acceptance of delivery of P25 Phase 2 Radio System equipment, User accepts responsibility for the care, custody and maintenance of the equipment. User shall be solely responsible for insurance, care, maintenance and replacement of lost, stolen, malfunctioning (to the extent not covered under manufacturer's warranty) and/or obsolete equipment.
- B. Radio Equipment transferred to municipalities to operate and function as represented and specified in this Operating Agreement, be free from defects in materials and workmanship and shall conform in all aspects to the System Purchase Agreement with Harris Corporation for the following periods of time from the Acceptance Date by the County for the following periods:
 - 1. For mobile and portable radios ("subscriber units"), twenty four (24) months
 - 2. For Unity Model Subscriber Units, thirty-six (36) months
 - 3. For all other Hardware, one (1) year
- C. Users shall, at their own expense, maintain and keep in good repair all County provided equipment designated for their sole use. Any maintenance must be performed by certified technicians. In the event any User fails to adequately maintain the equipment, the county shall have the right to designate a certified technician to repair and/or maintain the equipment and the User whose equipment is so maintained shall pay for the expenses involved in repairing and/or maintaining that equipment.
- D. User shall permit certified technicians as directed by the county to inspect the equipment to ensure proper maintenance and overall system integrity and performance. Any such inspection shall be done during normal business hours with five (5) working days of notice to User.

- E. The county shall designate the appropriate certified technicians to perform the services required in subsections B. and C. of this article.
- F. Upon User acceptance of delivery of P25 Phase 2 Radio System equipment, User shall, at their own expense, accept responsibility for training staff.

ARTICLE III COUNTY CONTROL OF BASIC TRUNKING EQUIPMENT

- A. Backbone equipment of the P25 Phase 2 Radio System is the property of the County. The maintenance and repair of the basic trunked system, its associated equipment and backbone remains under the control of the County Finance Committee. Additionally, any updating and/or upgrading of the basic P25 Trunked LMR System and its equipment remains under the control of the County Finance Committee except as such updating or upgrading would affect the performance of the system as related to the Users. In such a situation, any such effect on the system will be the subject of discussion and action by the User Committee.
- B. It is understood that the field equipment will be owned by each individual User. Any fees incurred by a User during the course of the operation of its field equipment shall be charged to and paid by the User who generated that charge.
- C. Neither party shall alter, destroy, abandon, loan, abuse, sell, or change the design, equipment, configuration or any part of the system without the approval of the User Committee.

ARTICLE IV USER COMMITTEE

- A. This agreement continues a User Committee which shall be comprised of one (1) member of the County Finance Committee designated by said committee; one (1) member of the Ozaukee County Sheriff's Department, who shall be designated by the sheriff; (1) one member of the County Highway Department, who shall be designated by the County Highway Commissioner; two (2) police department personnel as selected by the Ozaukee Police Chiefs Association, who must also be Users of this equipment; and two (2) fire department personnel selected by the Ozaukee County Association of Fire Departments, who also must be User parties to this agreement. It is recommended that the parties to this contract stagger the terms of their appointees so that there is minimum turn over within the committee at any one time.

- B. Meetings of this committee shall be as established by the committee for the purposes of conducting necessary business. The committee will annually elect a chairperson to serve a one (1) year term.
- C. This committee will be responsible for:
 - 1. Ensuring that all parties strictly adhere to this agreement;
 - 2. Ensuring that no alterations or modifications in design, configuration or usage which affect more than one (1) signatory to this agreement occurs within this system without the approval of this committee except as such authority is otherwise granted in this agreement;
 - 3. Organizing and authorizing talk groups and talk group priorities, analyze usage, and establish User and talk group features within the radio system;
 - 4. Acting as a resource for the County Finance Committee and as such may make recommendations to that county committee;
 - 5. Ensuring that any modification, upgrading, maintenance or other changes to the backbone equipment do not affect the overall performance of such equipment by any of the Users and to analyze and make recommendations regarding such modifications.

ARTICLE V LIABILITY

- A. County liability shall be limited solely to activities performed directly by county personnel. In no event shall County be liable for any special or exemplary damages. This article shall not be construed to negate immunity granted to County by statute or otherwise from claims, lawsuits, demands, causes of actions and limitation on damages.
- B. Users hereby waive any claim against County for injury or damage to any person or property resulting from User's use of equipment transferred to them by County pursuant to this agreement and agree to indemnify and hold harmless County from any claims, lawsuits, demands and causes of actions, including costs and reasonable attorney fees incurred by County to defend itself.
- C. The parties to this agreement shall not be liable nor obligated to any entities not specifically named in this agreement.

ARTICLE VI ADDITIONAL PARTIES TO THIS AGREEMENT

Any User who wishes to enter into this agreement subsequent to _____ may do so only after agreement by the User Committee to allow entry of such additional User into the system and after the User agrees to enter into and be bound by the terms of this agreement. Any User who

wishes to become a party to this agreement after _____ must apply to the User Committee for approval. Approval for entry into this agreement shall not be unreasonably withheld by the User Committee.

ARTICLE VII TERM

This agreement shall be for an initial period of ten (10) years from _____. After expiration of the ten (10) year period, this agreement shall be automatically renewed for one (1) year periods.

ARTICLE VIII MODIFICATIONS, AMENDMENTS, TERMINATION

- A. Any modification or amendment to this agreement must be agreed upon by County and a majority of Users. Any such modification or amendment must first be submitted to the User Committee for recommendation. Any such modification or amendment once agreed upon must be reduced to writing, signed and attached to this agreement.
- B. After the initial ten (10) year term of this agreement, any party wishing to withdraw from this agreement may do so by giving thirty (30) days advanced written notice to the parties to this agreement at the addresses of the parties listed by their signatures to this contract.
- C. If Ozaukee County withdraws from this agreement after the initial ten (10) year term, Ozaukee County will allow any Users who remain within this system to use backbone equipment which was previously maintained and controlled by Ozaukee County. However, those Users who continue to use the equipment and backbone, which is the subject of this agreement, after the County has withdrawn from this agreement must maintain that equipment for as long as that is used. That includes the backbone, towers and any other equipment which was previously maintained by the County.

ARTICLE IX DISPUTE RESOLUTION

In the event of a disagreement, County and User agree to make a good faith effort to resolve the dispute by mediation prior to commencing a lawsuit. County and User shall select a mediator mutually acceptable to the parties.

ARTICLE X
ENTIRE AGREEMENT

This agreement and exhibit contains the entire agreement of the parties and no oral or other representations in regard to this agreement are to be valid unless reduced to writing, approved by County and a majority of Users, signed by the parties and attached to this agreement.

ARTICLE XI
SEVERABILITY

To the extent any provision in this agreement is found to be unenforceable by a court of competent jurisdiction, the parties will endeavor to substitute the unenforceable provision with an enforceable provision that most closely expresses the intent of the unenforceable provision unless County and a majority of Users agree to sever the unenforceable provision. In the event any provision is determined to be unenforceable, the remaining provisions shall continue in full force and effect unless the parties are unable to substitute the unenforceable provision with a provision necessary to fulfill the essential purpose of this agreement.

CITY OF CEDARBURG

MEETING DATE: April 9, 2018

ITEM NO: 8. C.

TITLE: Consider expanded Outdoor Alcohol Beverage License for The Stilt House at W62 N630 Washington Avenue; and action thereon

ISSUE SUMMARY: The Stilt House originally received approval of an Outdoor Alcohol Beverage License in May of 2014, with an extension approved in May of 2106. Gordon Goggin intends to expand to the rear and north of the existing beer garden area as shown on the attached map.

Neighbors within 150' have been notified of this request as required by the City Code.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: N/A

ATTACHMENTS: Application and materials from Gordon Goggin

INITIATED/REQUESTED BY: Gordon Goggin

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



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

Pd \$50
3/9/18 CK → 1584
ORIGINAL
(Copy given to J. Censky)

City Clerk

Fee - \$50

APPLICATION FOR OUTDOOR ALCOHOLIC BEVERAGE LICENSE

Under the provisions of Chapter 125, Wis. Stats., the applicant must be in possession of a current Class B license. Name of individual, partnership or corporation with current Class B license:

GG + KR LLC

Premises address: W62 N630 WASHINGTON Ave. CEDARBURG, WI 53012

Agent (if corporation): GORDON M. GOGGIN Business phone: 262-618-4889

Describe in detail the outdoor area intended for serving alcoholic beverages: (attach site plan)

DRIVEWAY extending from City sidewalk to River AND including NORTHERN
GRASSY section of 20' x 30' grassy YARD extending NORTH from tree to fence line & east to River

Sq. footage of proposed outdoor serving area: 1600 Sq. footage of licensed premise: 1600

No amplified sound or music is permitted outside the enclosed premises (building). Amplified sound or music is not permitted in the outdoor serving area. There shall be a licensed operator in the outdoor serving area at all times when in-operation.

Every outdoor serving area shall be completely enclosed with a fence or other measures. Indicate nature of fencing and other measures intended to provide control over the operation of the outdoor serving area:

Existing NORTHERN fence & extending metal black fencing NORTH from tree to existing fence
which runs east to west

3/9/2018
Date

[Signature]
Signature

Chief of Police approval: [Signature] Date: 3/15/18
Plan Comm. approval: Date _____ Landmarks Comm. approval (if applicable): Date: _____
Notification of property owners within 150 feet: _____ Common Council approval: _____
Date Outdoor Alcoholic Beverage License issued: _____ License No.: _____

AMENDMENT TO LEASE

This Amendment to Lease (the "Amendment") is made and entered into effective as of the 30th day of January, 2018, by and W62 Washington Avenue, LLC (collectively, "Lessor"), and GG & KR, LLC ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease dated April 27, 2016 (the "Lease") for the portion of a driveway located on the southern boundary of Lessor's property located at W62N634 Washington Avenue in Cedarburg, Wisconsin (the "Driveway"); and

WHEREAS, Lessor now desires to lease to Lessee and Lessee now desires to lease from Lessor the yard located in the rear of Lessor's property located at W62N634 Washington Avenue in Cedarburg, Wisconsin (the "Backyard") to use as an outside seating area for Lessee's business; and

WHEREAS, Lessor and Lessee have agreed to certain modifications to the terms of the Lease, as hereinafter provided.

AGREEMENTS

NOW, THEREFORE, in consideration of the Driveway and Backyard and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1. of the Lease is deleted and replaced with the following:

"1. Leased Property. Lessor does hereby lease and let to Lessee, and Lessee hereby leases and lets from Lessor, upon and subject to the terms, conditions, covenants, and provisions hereof without restriction and with full access, the Driveway and Backyard as more particularly identified in Exhibits A and B. Any reference herein to leased property or the premises shall mean both the Driveway and Backyard, unless one is expressly excluded. Lessee accepts the leased property from Lessor, AS-IS, WHERE-IS, without any representations and warranties of any kind."

2. Section 2.2 of the Lease is deleted and replaced with the following:

"2.2 Approvals During Term of Lease. If at any point during the term of the Lease, Lessee is required to obtain Approvals to allow the Lessee to use the Driveway or Backyard for the Intended Use, then Lessor agrees to fully cooperate with Lessee and to use its best efforts in assisting Lessee in obtaining said Approvals (including, but not limited to, applying for any required Approvals). If the Lessee determines, in Lessee's sole discretion, that the necessary Approvals required during the term of the Lease to

operate the outdoor dining area contemplated by Lessee are not sufficiently granted, then this Lease shall become null and void and Lessee shall have no further obligation to Lessor under this Lease. If Lessee is satisfied with the Approvals granted under this paragraph during the time of the Lease, but at some point under the term of this Lease said Approvals are terminated and/or rescinded such that Lessee, in Lessee's sole discretion, is prevented from using the Driveway or Backyard for the Intended Use, then Lessee shall have the option to terminate the Lease at that time and the Lease shall become null and void with the Lessee having no further obligation under the Lease; any rent that has been paid by Lessee to Lessor shall be forfeited by Lessee and shall remain the Lessor's."

3. Section 3. of the Lease is deleted in its entirety and replaced with the following:

"3. Term. The term of this Lease shall commence on April 1, 2018, and terminate on 12:00 a.m. on November 1, 2018 (the "Initial Term"). Lessee shall have two renewal options as reflected in Section 5. Any holding over after the termination of this Lease shall be on a month-to-month basis."

4. Section 4. of the Lease is deleted in its entirety and replaced with the following:

"4. Rent. Lessee shall pay to Lessor a monthly base rent, payable in advance in successive monthly installments on the first day of each and every calendar month during the term, in accordance with the following:

Period	Driveway Monthly Rent	Backyard Monthly Rent	Total Monthly Rent
April 1, 2018 – October 31, 2018	 	 	
April 1, 2019 – October 31, 2019	 	 	
April 1, 2020 – October 31, 2020	 	 	

5. Section 5. of the Lease is deleted and replaced with the following:

"5. Option to Renew. Lessee shall have two (2) options to renew this Lease for an additional one (1) year term at the end of the Initial Term. For purposes of this Lease, a "term" shall commence on the 1st day of April and terminate on the 31st day of October of that same year. Lessee may exercise the renewal option if it is not currently in default, and by giving written notice to Lessor no later than one (1) month prior to the expiration of the Initial Term and each renewed term thereafter. Each of the options to renew this Lease is subject to the progressive rent schedule as set forth in Paragraph 4."

6. Section 7. of the Lease is amended as follows:

"7.4 Improvements to the Backyard. Upon commencement of this Lease term, Lessee shall contribute ~~to~~ towards improvements to the Backyard, including but not limited to, new gravel, fencing, and landscaping. All improvements to the Backyard are subject to the prior express written consent of Lessor, and said improvements shall inure to the benefit of Lessor and remain with the Backyard following the expiration of this Lease term."

7. Section 11. of the Lease is amended to include the following language at the end of the paragraph:

"Notwithstanding the foregoing, Lessee shall be solely responsible for the repair, maintenance, and replacement of the leased property and any improvements thereon between April 1 and October 31 of each year of the Lease term. Lessee's responsibilities shall include, but are not limited to, the mowing of the Backyard lawn and the maintenance and repair of the leased property's landscaping and improvements."

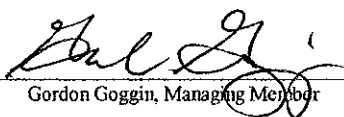
8. Except as specifically set forth herein, all remaining terms and conditions of the Lease shall remain unmodified and in full force and effect, and said terms and conditions are hereby acknowledged and ratified and may not be further amended or modified except in writing signed by the parties hereto. Capitalized terms not defined herein shall have the meaning set forth in the Lease. In the event of any conflict between the terms, conditions, and provisions of the Lease and this Amendment, the terms conditions, and provisions, of this Amendment shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the date first above written.

LESSEE:

GG & KR, LLC.

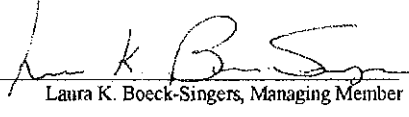
By:

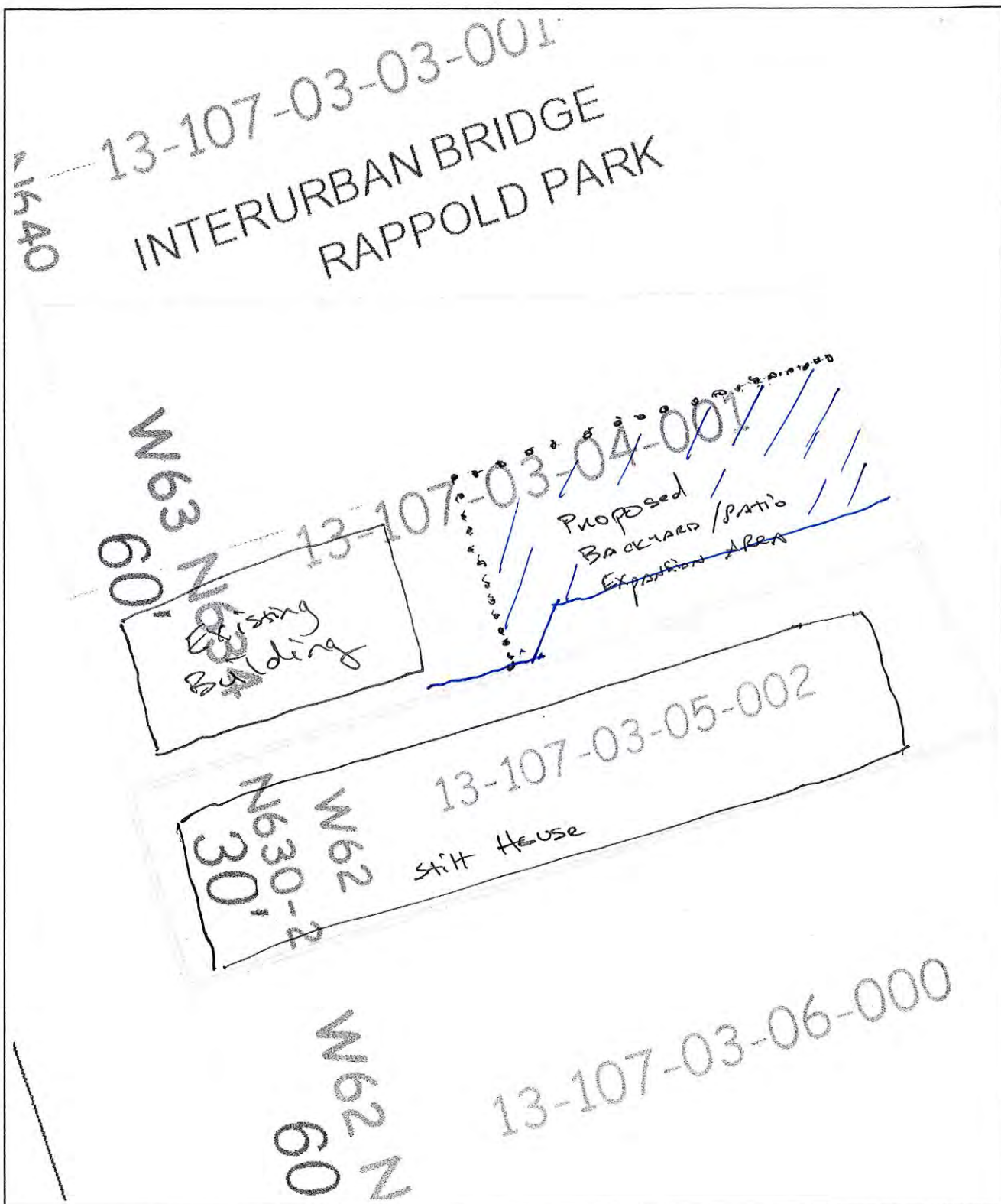

Gordon Goggin, Managing Member

LESSOR:

W62 Washington Avenue, LLC

By:


Laura K. Boeck-Singers, Managing Member



Ozaukee County GIS

DISCLAIMER: Ozaukee County does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 20'



Ozaukee County

121 W Main St
P.O. Box 994
Port Washington WI 53074
262-284-9411

Print Date: 3/1/2018

To the following:
Landmarks Commission
Planning Commission
Common Council

Dear Members:

Laura Boeck-Singers and Gordon Goggin have amended their existing lease agreement (these bodies have already been approved) to include additional space behind the building of W62 N634 Washington Avenue. Although the amendment being presented for approval indicates that the lease will begin on April 1, 2018, the additional space identified in the amended lease agreement--specifically the back yard area--would not be used by Mr. Goggin's business until the amendment has been approved by these bodies. During this time Mr. Goggin may, however, landscape the area as he sees fit.

Mr. Goggin's use of the existing leased space--specifically the driveway area that was previously approved by these bodies--will begin on April 1st, 2018.

Should you have any questions, please feel free to contact either Mrs. Boeck-Singers or Mr. Goggins.

Thank you.

CITY OF CEDARBURG

MEETING DATE: April 9, 2018

ITEM NO: 8. D. and 8. C.

TITLE: Consider application of Brandywine LLC, Andrew C. Wilson, Agent, for a Class “B” Beer and “Class C” Wine license for Brandywine at W61 N480 Washington Avenue; and action thereon

Consider application of Famous Sals of Cedarburg, WI, Inc., Bekim Elmazi, Agent, for a Class “B” Beer and “Class C” Wine license for Sal’s Famous Pizza at W63 N635 Washington Avenue; and action thereon

ISSUE SUMMARY: Brandywine Restaurant plans to open in June in the former General Store location. Sal’s Pizza is under new ownership. Both have applied for Class “B” beer and “Class C” wine license. Chief Frank has reviewed both applications and approved them.

STAFF RECOMMENDATION: N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: \$200 annual for each business

ATTACHMENTS: None

INITIATED/REQUESTED BY: Andrew Wilson of Brandywine and Bekim Elmazi of Sal’s.

FOR MORE INFORMATION CONTACT: Connie McHugh, City Clerk

CITY OF CEDARBURG

MEETING DATE: April 9, 2018

ITEM NO: 8. F.

TITLE: Consider Ordinance No. 2018-05 amending Sec. 7-2-21 of the Code of Ordinances relating to the procedure upon application of an Operator's License; and action thereon

ISSUE SUMMARY: Anytime a bartender applied for an Operator License with a one year or more non-consecutive lapse in their renewal, they are required to have their photograph and fingerprints redone at the Police Station. Chief Frank agreed to expand that period to ten years, as fingerprints do not change.

STAFF RECOMMENDATION: Adopt ordinance as presented. This change will save time and resources for non-consecutive lapses in operator license renewals.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: N/A

ATTACHMENTS: Ordinance No. 2018-05

INITIATED/REQUESTED BY: Amy Kletzien, Deputy City Clerk

FOR MORE INFORMATION CONTACT: Amy Kletzien, Deputy City Clerk

ORDINANCE NO. 2018-05

An Ordinance Relating to Procedure Upon Application of an Operator's License

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

SECTION 1. Section 7-2-21 of the Municipal Code of the City of Cedarburg is hereby amended as follows:

SEC. 7-2-21 PROCEDURE UPON APPLICATION

- (b) **Photographing; Fingerprinting; Investigation.** If a first-time applicant, ~~or a non-consecutive year reapplication,~~ or if an applicant has not held an operator's license in the City in the previous 10 years, the applicant shall submit the application to the City of Cedarburg Police Department. The Police Department shall photograph and fingerprint the applicant. If the applicant is seeking a renewal of the license, no photograph or fingerprinting are necessary, and the City shall cause the application to be delivered to the Police Department. The Police Department shall conduct an investigation of the applicant including, but not limited to, requesting information from the State, surrounding municipalities and/or any community where the applicant has previously resided concerning the applicant's arrest and conviction record. Based upon such investigation, the Chief of Police shall recommend, in writing, to the Common Council approval or denial of the application. If the Chief of Police recommends denial, the Chief of Police shall provide, in writing, the reasons for such recommendation. Upon receipt of recommendation from the Chief of Police, the City Clerk shall cause the name of the applicant to be placed on the agenda of the Common Council for action to either grant or deny such license application.

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

Passed and adopted this 9th day of April, 2018.

Kip Kinzel, Mayor

Countersigned:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: April 9, 2018

ITEM NO: 8. G.

TITLE: Consider Ordinance No. 2018-06 amending Sections 11-2-1 and 11-2-3 of the Code of Ordinances regulating bow and crossbow hunting and fishing in the City

ISSUE SUMMARY: An ordinance has been drafted regulating bow and crossbow hunting and fishing in the City. A change in state statutes a few years ago permits bow hunting in cities and villages. The City Code was never updated to reflect this change. There has also been a request from a Grafton resident that bow fishing be allowed in the City.

The ordinance as based on a similar ordinance recently adopted by the Village of Grafton. Assistant City Attorney Johnathan Woodward has reviewed and revised the ordinance as necessary.

STAFF RECOMMENDATION: Adopt ordinance as proposed.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: N/A

ATTACHMENTS: Proposed Ordinance No. 2018-06

INITIATED/REQUESTED BY: Connie McHugh, City Clerk

FOR MORE INFORMATION CONTACT: Connie McHugh

ORDINANCE NO. 2018-06

An Ordinance Regulating Bow and Crossbow Hunting and Fishing in the City

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

SECTION 1. Section 11-2-1(f) of the Municipal Code of the City of Cedarburg is hereby repealed and recreated as follows:

- (f) **Hunting Generally Prohibited; Bow Hunting Permissible With Restrictions.** Hunting is prohibited within the corporate limits of the City of Cedarburg.
- (1) Exception for bow hunting. Notwithstanding the foregoing; hunting with a bow or crossbow is allowed within the City, but only if done in strict compliance with all of the following restrictions:
- (i) Discharge of any arrow or bolt of a weapon must be toward the ground.
- (ii) No person shall hunt with a bow or crossbow within 100 yards of a building used for human occupancy. This restriction does not apply if the person who owns the land on which the building is located has given prior permission for the hunter to hunt within 100 yards of the building.
- (iii) No person shall hunt by bow or crossbow while standing in, or by discharging an arrow or bolt into, any park or municipally owned land.
- (2) Other laws apply. To the extent hunting is permitted by this section, nothing in this section should be interpreted to conflict with or supersede any other law or administrative provision regulating hunting, including but not limited to licensing, tagging, seasons, manner of harvest, or species restrictions.
- (3) Definitions. The terms “bow” and “crossbow” have the meanings set forth in Wis. Stat. § 29.001.

SECTION 2. Section 11-2-3 of the Municipal Code of the City of Cedarburg is hereby amended by creating subsections (a), (b), (c), (d) as set forth below:

SEC. 11-2-3 THROWING OR SHOOTING OF ARROWS, STONES AND OTHER MISSILES PROHIBITED.

It shall be unlawful for any person to discharge or throw by any means any dangerous missile, object, arrow, stone, snowball or other missile within the City of Cedarburg, provided, however, upon written application to the Chief of Police, a person may be granted permission by the Common Council, upon the advisory recommendation of the Chief of Police, to construct and maintain supervised archery ranges if, in the opinion of the Common Council, the construction or maintenance of such ranges will not endanger the public health and safety.

- (a) **Exception for hunting.** Notwithstanding the foregoing, a person may use a bow and arrow or crossbow for hunting if permitted by Section 11-2-1(f) of the Municipal Code.
- (b) **Exception for bowfishing.** Notwithstanding the foregoing, a person may use a bow or crossbow for fishing if such use meets all of the following criteria:
1. The person is engaged in bowfishing from a boat freely floating on a navigable body of water;

2. The arrow or bolt is specific to the task of bowfishing;
 3. The arrow or bolt is attached to the bow or crossbow by an appropriate cord or line not more than 100 feet in length;
 4. The person discharges the arrow or bolt on a downward trajectory;
 5. Any auxiliary lighting used is angled at least 45 degrees towards the water.
- (c) **Definitions.** The terms “bow” and “crossbow” have the meanings set forth in Wis. Stat. § 29.001.
- (d) **Other laws apply.** To the extent bowfishing is permitted by this section, nothing in this section should be interpreted to conflict with or supersede any other law or administrative provision regulating fishing or bowfishing, including but not limited to licensing, manner of harvest, seasons, or species restrictions.

SECTION 3. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this 9th day of April, 2018.

Kip Kinzel, Mayor

Countersigned:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney



Robert L. Feind, Jr.
John M. Gallo
Michael P. Herbrand
Margaret G. Zickuhr
Timothy S. Schoonenberg
Johnathan G. Woodward
Amber J. Horak

HOUSEMAN & FEIND^{LLP}
ATTORNEYS AT LAW
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POST OFFICE BOX 104
GRAFTON, WISCONSIN 53024-0104
WWW.HOUSEMANLAW.COM

IN MEMORIAM
Ralph E. Houseman
1916 - 2012

OF COUNSEL
Donald P. O'Meara
John W. Stevens

TELEPHONE
(262) 377-0600
FACSIMILE
(262) 377-6080

April 3, 2018

Ms. Christy Mertes, Administrator
City of Cedarburg
W63 N645 Washington Avenue
P. O. Box 49
Cedarburg, Wisconsin 53012-0049

Re: City Attorney Services Agreement

Dear Christy:

I have provided, with this letter, a new proposed attorney services Agreement for the time period of May 1, 2018, through April 30, 2021. I have also attached, for your reference, a photocopy of my prior Agreement for the time period of May 1, 2015, through April 30, 2018. For continuity, you will see that the two Agreements are identical with the exception of the hourly rates.

Please note that we always charge the lower of our hourly rate or the set rate (\$320.00 for 2018) for attendance at City Council meetings. In other words, I will charge my hourly rate, but it is capped at a maximum of \$320.00 to attend City Council meetings.

Our new hourly rate increases reflect an increase of approximately 2.6% over the prior Agreement, for the year 2018 through April 30, 2019. The rates for May 1, 2019, through April 30, 2021, are then locked for that two-year term.

As always, I want to thank you and the City Council for this opportunity. Given the number of municipal attorneys in our firm, and the number of municipalities that we represent, this office prides itself on being able to offer efficiency of size to clients. For this reason, we believe that we can handle municipal legal issues efficiently.

Thank you again, and please contact me if you have any questions or concerns regarding the terms of this Agreement.

Very truly yours,

HOUSEMAN & FEIND, LLP



Michael P. Herbrand

MPH:csp
Enclosures

AGREEMENT

THIS AGREEMENT, dated this 1st day of May, 2015, by and between the City of Cedarburg, a Wisconsin municipal corporation (the "City"), and Houseman & Feind, LLP ("Houseman & Feind");

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DUTIES

Michael P. Herbrand (hereinafter "City Attorney"), of Houseman & Feind, shall be appointed the City Attorney, a City Officer, and shall perform the duties and shall have the powers and authorities as set forth in Wis. Stats. Sections 17.12(1)(c) and (1)(d), 62.09(12)(a) through (f), and Cedarburg Code of Ordinances Sec. 2-3-2 and 2-3-6.

TERM

The term of this contract is for one (1) year commencing upon the date of appointment of the City Attorney. This contract shall automatically renew, for two additional one-year terms, on each annual anniversary of the prior term, subject to the terms and conditions set forth herein, and subject to the right of the City to appoint its Officers.

GENERAL SERVICES

The City Attorney shall, in the ordinary course of the performance of their duties, provide to the City the services hereinafter described:

1. Preparation for and attendance at all regularly scheduled meetings of the Common Council, if attendance is requested;
2. Review of ordinary documents, resolutions and ordinances;
3. Availability for consultation at reasonable times and upon reasonable notice with the Mayor, members of the Common Council, City Administrator, City Engineer, the Chief of Police and the City Clerk;
4. Rendering of legal opinions for the Mayor and members of the Common Council;
5. Rendering of legal opinion when requested by the City Officers or City Administrator;
6. Instruction/Seminars in Open Meetings, Ethics, other educational presentations;

7. Collections;
8. Annexations;
9. Condemnations;
10. Prosecution of routine ordinance violations;
11. Review of contracts;
12. Board of Appeals, when requested;
13. Litigation;
14. Employee disciplinary hearings;
15. Non-routine opinions;
16. Bond issues;
17. Environmental;
18. Development Agreements;
19. Sales and purchases of City property;
20. Development of Contracts;
21. Codification.

and such other services as the Mayor, Common Council, or City Administrator request and to which the City Attorney agrees. Any documents sent via electronic email from the City Attorney shall be compatible with Microsoft Word.

EXPENSES

Expenses for all services will be at reasonable rates, on a direct reimbursement basis. This includes costs charged to the firm by Courts and regular copying, mailing and fax costs.

COMPENSATION

Compensation shall be as follows:

May 1, 2015 – April 30, 2016:

Common Council Meeting: \$315.00 per meeting or hourly rate, whichever is lower

Special Meeting and all Other services: \$185.00 partner and senior trial associate hourly rate (2015 – 2016)*;

\$160.00 associate and traffic prosecution hourly rate*

\$115.00 paralegal hourly rate*

May 1, 2016 – April 30, 2018:

Common Council Meeting: \$315.00 per meeting or hourly rate, whichever is lower

Special Meeting and all Other meetings: \$190 partner and senior trial associate hourly rate (2016 - 2018) *

\$160.00 associate and traffic prosecution hourly rate*

\$115.00 paralegal hourly rate*

* All time shall be billed to the City at the hourly rates indicated above in increments of 1/10th of one hour.

PAYMENT

The City shall be billed on a monthly basis and payment shall be made within thirty (30) days of receipt of the itemized bill.

CONFLICTS OF INTEREST

The City Attorney shall comply with the provisions of the Rules of Professional Conduct and Cedarburg Code of Ordinances, as may be amended from time to time. If a conflict exists between the Supreme Court Rules and the Cedarburg Code, Supreme Court Rules shall prevail.

SPECIAL COUNSEL

The City Attorney shall coordinate services with such special counsel as the Common Council may appoint from time to time pursuant to Wis. Stats. Section 62.09(12)(g). Should additional counsel be required due to any conflict of interest or other reason, the City Attorney shall recommend an attorney to be approved by the City Administrator.

INSURANCE

Houseman & Feind, LLP and the City Attorney shall maintain professional liability insurance in the amount of two million (\$2,000,000.00) dollars with respect to services rendered pursuant to this Agreement. Such coverage may, but shall not be required to include, insurance against other than negligent acts, errors or omissions in the rendering of, or failure to render, services in the capacity as a lawyer or notary public, or, while rendering professional services, the commission of: false arrest, detention or imprisonment; wrongful entry or eviction, or other invasion of rights of private occupancy; libel, slander or other disparaging material; or any writing or saying in violation of an individual's right of privacy.

The coverage maintained by Houseman & Feind, LLP and the City Attorney shall be primary; provided, however, that the coverage maintained by the City shall be primary as to any claim that is not covered by the insurance maintained by the City Attorney or for which such carrier refuses or reserves its rights against a demand for tender of defense or payment of claim.

MISCELLANEOUS

This Agreement, and the interests hereunder shall not be assigned without the written consent of the other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be governed by, and construed under the laws of the State of Wisconsin.

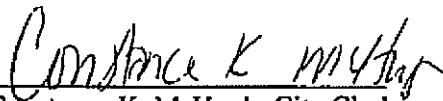
Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

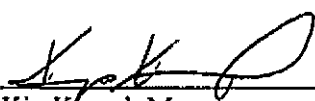
Headings in this Agreement are included for the convenience of reference and may not be varied, modified or amended as to any term or condition expressed herein except in a writing duly signed on behalf of both parties.

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

ATTESTED TO:

CITY OF CEDARBURG, a Wisconsin
Municipal Corporation


Constance K. McHugh, City Clerk


Kip Kinzel, Mayor

HOUSEMAN & FEIND, LLP
City Attorney


Michael P. Herbrand

AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2018, by and between the City of Cedarburg, a Wisconsin municipal corporation (the "City"), Houseman & Feind, LLP ("Houseman & Feind");

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DUTIES

Michael P. Herbrand (hereinafter "City Attorney"), of Houseman & Feind, shall be appointed the City Attorney, a City Officer, and shall perform the duties and shall have the powers and authorities as set forth in Wis. Stats. Sections 17.12(1)(c) and (1) (d), 62.09 (12)(a) through (f), and Cedarburg Code of Ordinances Sec. 2-3-2 and 2-3-6.

TERM

The term of this contract is for one (1) year commencing May 1, 2018. This contract shall automatically renew, for two additional one-year terms, on each annual anniversary of the prior term, subject to the terms and conditions set forth herein, and subject to the right of the City to appoint its Officers.

GENERAL SERVICES

The City Attorney shall, in the ordinary course of the performance of their duties, provide to the City the services hereinafter described:

1. Preparation for and attendance at regularly meetings of the Common Council and Personnel Committee, if attendance is requested;
2. Review of ordinary documents, resolutions and ordinances;
3. Availability for consultation at reasonable times and upon reasonable notice with the Mayor, members of the Common Council, City Administrator, City Engineer, the Chief of Police and the City Clerk;
4. Rendering of legal opinions for the Mayor, members of the Common Council;
5. Rendering of legal opinions when requested by the City Officers or City Administrator;
6. Instruction/Seminars in Open Meetings, Ethics, other educational presentations:

7. Collections;
8. Annexations;
9. Condemnations;
10. Prosecution of routine ordinance violations;
11. Review of contracts;
12. Board of Appeals, when requested;
13. Litigation;
14. Employee disciplinary hearings;
15. Non-routine opinions;
16. Bond issues;
17. Environmental;
18. Development Agreements;
19. Sales and purchase of City property;
20. Development of Contracts;
21. Codification;

And such other services as the Mayor, Common Council, or City Administrator request and to which the City Attorney agrees. Any documents sent via electronic email from the City Attorney shall be compatible with Microsoft Word.

EXPENSES

Expenses for all services will be at reasonable rates, on a direct reimbursement basis. This includes costs charged to the firm by Courts and regular copying, mailing and fax costs.

COMPENSATION

Compensation shall be as follows:

May 1, 2018 – April 30, 2019:

Common Council Meeting:	\$320.00 per meeting or hourly rate, whichever is less
Special Meeting and all other services:	\$195.00 partner and senior trial associate hourly rate (2018 – 2019)*
	\$165.00 associate and traffic prosecution hourly rate*
	\$120.00 paralegal hourly rate*

May 1, 2019 – April 30, 2021:

Common Council Meeting:	\$325.00 per meeting or hourly rate, whichever is less
Special Meeting and all other services:	\$200.00 partner and senior trial associate hourly rate (2019 – 2021)*
	\$170.00 associate and traffic prosecution hourly rate*
	\$125.00 paralegal hourly rate*

*All time shall be billed to the City at the hourly rates indicated above in increments of 1/10th of one hour.

PAYMENT

The City shall be billed on a monthly basis and payment shall be made within thirty (30) days of receipt of the itemized bill.

CONFLICTS OF INTEREST

The City Attorney shall comply with the provisions of the Rules of Professional Conduct and Cedarburg Code of Ordinances, as may be amended from time to time. If a conflict exists between the Supreme Court Rules and the Cedarburg Code, Supreme Court Rules shall prevail.

SPECIAL COUNSEL

The City Attorney shall coordinate services with such special counsel as the Common Council may appoint from time to time pursuant to Wis. Stats. Section 62.09(12)(g). Should additional counsel be required due to any conflict of interest or other reason, the City Attorney shall recommend an attorney to be approved by the City Administrator.

INSURANCE

Houseman & Feind, LLP, and the City Attorney shall maintain professional liability insurance in the amount of two million (\$2,000,000.00) dollars with respect to services rendered pursuant to this Agreement. Such coverage may, but shall not be required to include, insurance against other than negligent acts, errors or omissions in the rendering of, or failure to render, services in the capacity as a lawyer or notary public, or, while rendering professional services, the commission of: false arrest, detention or imprisonment; wrongful entry or eviction, or other invasion of rights of private occupancy; libel, slander or other disparaging material; or any writing or saying in violation of an individual's right of privacy.

The coverage maintained by Houseman & Feind, LLP, and the City Attorney shall be primary; provided, however, that the coverage maintained by the City shall be primary as to any claim that is not covered by the insurance maintained by the City Attorney or for which such carrier refuses or reserves its rights against a demand for tender of defense or payment of claim.

MISCELLANEOUS

This Agreement, and the interests hereunder shall not be assigned without the written consent of the other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be governed by, and construed under the laws of the State of Wisconsin.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Headings in this Agreement are included for the convenience of reference and may not be varied, modified or amended as to any term or condition expressed herein except in a writing duly signed on behalf of both parties.

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

ATTESTED TO:

CITY OF CEDARBURG, a Wisconsin
Municipal Corporation

Constance K. McHugh, City Clerk

Kip Kinzel, Mayor

HOUSEMAN & FEIND, LLP
City Attorney

Michael P. Herbrand

**CITY OF CEDARBURG
TRANSFER LIST**

3/20/18-04/04/18

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
3/26/2018	\$13,050.89	Light & Water-February charges
3/26/2018	\$1,765.37	Light & Water-February charges
3/28/2018	\$186,000.00	PWSB Payroll
3/28/2018	\$3,255.68	ICMA-contributions for 3/11/18-3/24/18
3/28/2018	\$4,472.55	North Shore Bank-contributions for 3/11/18-3/24/18
3/28/2018	\$5,595.18	Health Savings Accounts-contributions for 3/11/18-3/24/18
	<u>\$214,139.67</u>	

PWSB PAYROLL ACCOUNT		
3/30/2018	\$131,826.45	Payroll for 3/11/18-3/24/18
3/30/2018	\$54,342.78	Payroll taxes for 3/11/18-3/24/18
	<u>\$186,169.23</u>	

PWSB MONEY MARKET ACCOUNT		
3/29/2018	\$756,106.60	PWSB Capital Money Market Account
3/29/2018	\$4,262.51	PWSB Internal Service Money Market Account
	<u>\$760,369.11</u>	



CITY OF CEDARBURG
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03/30/18 8:29 AM

Page 1

MARCH 2018

		Check Amt	Invoice	Comment
111300 PWSB Checking				
Unpaid ADP, LLC.				
E 100-515600-210	PROFESSIONAL SERVICES	\$427.39	510990693	TREAS-PROCESSING 3/12/18
E 100-515600-210	PROFESSIONAL SERVICES	\$473.47	510991546	TREAS-PROCESSING 3/8/18
E 100-515600-210	PROFESSIONAL SERVICES	\$432.60	510992189	TREAS-PROCESSING
Total ADP, LLC.		\$1,333.46		
Unpaid AECOM TECHNICAL SERVICES INC				
E 400-533440-472	NR216 COMPLIANCE	\$3,180.39	2000028854	NR216-12/30/17-2/23/18 SERVICES
Total AECOM TECHNICAL SERVICES INC		\$3,180.39		
Unpaid AT&T				
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$36.63	262375760303	DPW-PHONE
E 260-555110-225	TELEPHONE/COMMUNICATIO	\$139.44	262375760303	LIBR-PHONE
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$49.54	262375760303	CWRC-PHONE
E 100-518100-225	TELEPHONE/COMMUNICATIO	\$53.84	262375760303	CH-PHONE
E 100-522230-225	TELEPHONE/COMMUNICATIO	\$39.03	262375760303	FD-PHONE
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$87.46	262375762403	PD-PHONE
Total AT&T		\$405.94		
Unpaid AT&T LONG DISTANCE				
E 260-555110-225	TELEPHONE/COMMUNICATIO	\$34.77	836841746	LIBR-LONG DISTANCE
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$4.72	836841746	PD-LONG DISTANCE
G 100-156200	DUE FROM LIGHT & WATER	\$161.08	836841746	L&W-LONG DISTANCE
Total AT&T LONG DISTANCE		\$200.57		
Unpaid BAKER & TAYLOR AUDIOBOOK PRE				
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$28.01	2033524170	LIBR-CMDS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$48.52	2033553478	LIBR-CMDS
Total BAKER & TAYLOR AUDIOBOOK PRE		\$76.53		
Unpaid BAKER & TAYLOR AV PRE PROCESS				
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$55.96	B84210200	LIBR-DVDS
Total BAKER & TAYLOR AV PRE PROCESS		\$55.96		
Unpaid BAKER & TAYLOR BOOKS				
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$391.42	2033566051	LIBR-BOOKS
E 260-555110-322	DONATION EXPENDITURES	\$66.00	2033566051	LIBR-DONATIONS-BOOKS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$291.78	2033566052	LIBR-BOOKS
E 260-555110-322	DONATION EXPENDITURES	\$110.00	2033579550	LIBR-DONATIONS-BOOKS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$307.20	2033579550	LIBR-BOOKS
Total BAKER & TAYLOR BOOKS		\$1,166.40		
Unpaid BAYCOM INC				
E 100-522110-240	REPAIR AND MAINTENANCE	\$150.00	SRVCE000001	PD-SERVICE-ALI MODEM DOWN
Total BAYCOM INC		\$150.00		
Unpaid BEST BUY BUSINESS ADVANTAGE				



CITY OF CEDARBURG

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03/30/18 8:29 AM

Page 2

MARCH 2018

		Check Amt	Invoice	Comment
E 100-533210-350	OPERATING SUPPLIES	\$549.99	3192344	DPW-SPARK FLY MORE COMBO
Total BEST BUY BUSINESS ADVANTAGE		\$549.99		
Unpaid BEYER S HARDWARE STORE				
E 100-533210-353	MAINTENANCE PARTS	\$18.87	138056	DPW-BLK HAMMERED PAINT
E 601-573830-340	MAINTENANCE SUPPLIES	\$5.07	138065	CWRC-EMERY/HARDWARE
E 601-573830-340	MAINTENANCE SUPPLIES	\$0.76	138070	CWRC-HARDWARE (INCL RETURNS)
E 100-555510-240	REPAIR AND MAINTENANCE	\$16.19	138114	PARKS-BLK REFUSECAN
E 100-533210-350	OPERATING SUPPLIES	\$32.20	138208	DPW-PVC PIPES/BARBELL PIN/LOCK
Total BEYER S HARDWARE STORE		\$73.09		
Unpaid BOEHLKE BOTTLED GAS CORP.				
G 221-161500	FUEL INVENTORY	\$765.03	U0015639	DPW-MOTOR FUEL
Total BOEHLKE BOTTLED GAS CORP.		\$765.03		
Unpaid BRUCE EQUIPMENT				
E 100-533440-295	STREET SWEEPING	\$140.68	P06200	DPW-COVER-MAINBROOM
Total BRUCE EQUIPMENT		\$140.68		
Unpaid BRUCK LAW OFFICES, S.C.				
G 100-215914	COURT ORDERED DEDUCTIONS	\$225.87	GARNISHMEN TREAS-GARNISHMENT	
Total BRUCK LAW OFFICES, S.C.		\$225.87		
Unpaid BURKE TRUCK & EQUIPMENT INC				
E 100-533210-353	MAINTENANCE PARTS	\$93.72	23024	DPW-PIN/WIRE/CONNECTOR
Total BURKE TRUCK & EQUIPMENT INC		\$93.72		
Unpaid BUSINESS CARD				
E 100-522130-330	TRAVEL & TRAINING	\$717.19	0883	PD-RADISSON-APPL/ROBERTS CUSTARD
E 100-522130-346	UNIFORMS	\$42.23	0883	PD-DSW
E 100-522120-346	UNIFORMS	(\$42.23)	0883	PD-CREDIT-DSW
E 100-522120-347	SUPPLIES AND EXPENSES	\$19.48	0883	PD-CENTER MASS
E 100-522120-380	EQUIPMENT/CAPITAL OUTLA	\$55.46	0883	PD-POSTNET W104
E 100-555510-320	PROF PUBLICATIONS AND DU	\$445.00	1690	PARKS-ISA-ARBOR.COM
E 100-555510-330	TRAVEL & TRAINING	\$665.28	1690	PARKS-HAMPTON INN-GB
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$86.74	1764	CWRC-AMAZON.COM
E 601-573825-372	SAFETY EQUIPMENT	\$86.15	1764	CWRC-AMAZON.COM
E 601-573830-340	MAINTENANCE SUPPLIES	\$226.68	1764	CWRC-AMAZON.COM
E 601-573830-362	TOOLS	\$24.87	1764	CWRC-AMAZON.COM
E 601-573850-330	TRAVEL & TRAINING	\$280.00	1764	CWRC-MARRIOTT
E 601-573850-330	TRAVEL & TRAINING	\$153.00	1764	CWRC-WWOA
E 100-555510-240	REPAIR AND MAINTENANCE	\$111.92	1873	PARKS-AMAZON.COM
E 220-555390-347	SUPPLIES AND EXPENSES	\$36.18	1873	REC-FACEBOOK/SURVEYMONKEY
E 220-555390-347	SUPPLIES AND EXPENSES	\$25.00	1873	REC-PLUGNPAY/DFIC
E 240-555320-290	MAINT/CONTRACTED SERVIC	\$300.00	1873	POOL-AMER RED CROSS
E 240-555320-330	TRAVEL & TRAINING	\$60.00	1873	POOL-WISC RESTAURANTS
E 260-555110-310	OFFICE SUPPLIES	\$818.85	1908	LIBR-CORECHAIR/INTL TRNS FEE
E 260-555110-310	OFFICE SUPPLIES	\$1,198.97	1908	LIBR-4IMPRINT/AMAZON.COM/VARIDESK
E 260-555110-315	POSTAGE	\$9.03	1908	LIBR-USPS



CITY OF CEDARBURG

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03/30/18 8:29 AM

Page 3

MARCH 2018

		Check Amt	Invoice	Comment
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$224.24	1908	LIBR-AMAZON.COM
E 260-555110-330	TRAVEL & TRAINING	\$305.00	1908	LIBR-AMER LIB ASSN
E 260-555110-331	LSTA GRANT EXPENDITURES	\$10.00	1908	LIBR-TECHSOUP
E 260-555110-350	OPERATING SUPPLIES	\$754.56	1908	LIBR-AMAZONMKTPLACE/MEQUON VAC
E 100-522410-330	TRAVEL & TRAINING	\$42.00	3367	EM-PULLMANS/RED RAMP
E 100-522410-330	TRAVEL & TRAINING	\$247.44	3367	EM-RADISSON/MARKSEASTSIDE
E 400-533311-854	STREET IMPROVEMENTS	\$240.88	3367	ENG-DNR E PAY WATER PERMIT
E 100-522410-380	EQUIPMENT/CAPITAL OUTLA	\$251.86	5957	EM-GREENLIGHTDEPOT
E 100-533440-240	REPAIR AND MAINTENANCE	\$742.16	6193	DPW-AMAZON.COM
E 100-533210-350	OPERATING SUPPLIES	\$259.17	6193	DPW-OFFICE DEPOT
E 100-533210-350	OPERATING SUPPLIES	\$132.00	6193	DPW-AMAZON.COM
E 100-533210-353	MAINTENANCE PARTS	\$60.17	6193	DPW-PAYPAL/OFFICE DEPOT
E 100-533210-350	OPERATING SUPPLIES	\$40.13	6193	DPW-EVEN ODDS PIZZA (REIMB)
E 100-555510-240	REPAIR AND MAINTENANCE	\$45.81	6193	PARKS-RITTERTECH
E 100-519200-335	LEADERSHIP DEVELOPMENT	\$34.99	6193	EE-BIG APPLE BAGELS (EE MTG)
E 100-522110-240	REPAIR AND MAINTENANCE	\$265.99	6206	PD-USPS/STAMPS
E 100-522120-330	TRAVEL & TRAINING	\$164.00	6206	PD-TUNDRA LODGE GB
E 100-522120-346	UNIFORMS	\$254.37	6206	PD-AMAZON MKTPLACE/AMAZON.COM
E 100-522110-330	TRAVEL & TRAINING	\$20.00	9962	PD-IL TOLLWAY AUTO REPLEN
E 100-522120-330	TRAVEL & TRAINING	\$599.00	9962	PD-SPEC EVENT SAFETY
E 100-522120-330	TRAVEL & TRAINING	\$548.00	9962	PD-SOUTHWEST AIRLINES-TX
Total BUSINESS CARD		\$10,561.57		

Unpaid **CALLAHAN BLUM, ERIN**

E 100-555140-210	PROFESSIONAL SERVICES	\$400.00	WTRCOLOR	SR CTR-2/21-3/21/18 INSTRUCTION-WATERCOLOR CLASSES
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Total CALLAHAN BLUM, ERIN \$400.00

Unpaid **CDW GOVERNMENT, INC.**

E 260-555110-331	LSTA GRANT EXPENDITURES	\$209.92	MBP5928	LIBR-TG-EPSON V600 PHOTO SCANNER
E 260-555110-331	LSTA GRANT EXPENDITURES	\$34.60	MBV6794	LIBR-TG-3Y RPL PRINTSCANAIO 200 249.99

Total CDW GOVERNMENT, INC. \$244.52

Unpaid **CEDARBURG OVERHEAD DOOR CO.**

E 700-519400-523	INSURANCE CLAIMS - 2018	\$5,865.00	61946	ISF-FD-REPLACE GARAGE DOOR-2/25/18 CLAIM
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Total CEDARBURG OVERHEAD DOOR CO. \$5,865.00

Unpaid **CINTAS CORPORATION**

E 100-533210-350	OPERATING SUPPLIES	\$127.31	184136027	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$127.31	184137591	DPW-UNIFORMS

Total CINTAS CORPORATION \$254.62

Unpaid **COMPLETE OFFICE OF WISCONSIN**

E 100-514100-312	COMPUTER/COPIER SUPPLIE	\$57.50	282345	CNTRL DUPL-CANARY COPY PAPER
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Total COMPLETE OFFICE OF WISCONSIN \$57.50

Unpaid **EGELHOFF LAWNMOWER SERVICE**

E 100-533440-240	REPAIR AND MAINTENANCE	\$519.95	238657	DPW-CHAIN LOOP W/RIM SPROCKET
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CITY OF CEDARBURG
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03/30/18 8:29 AM

Page 4

MARCH 2018

		Check Amt	Invoice	Comment
Total EGELHOFF LAWNMOWER SERVICE				
		\$519.95		
Unpaid	ENERGENECS			
E 601-573830-340	MAINTENANCE SUPPLIES	\$941.93	0035813-IN	CWRC-SCREW CAP/EYENUT VALVE/DIAPHRAGM
	Total ENERGENECS	\$941.93		
Unpaid	FASTENAL COMPANY			
E 100-533210-353	MAINTENANCE PARTS	\$196.45	WISAU99176	DPW-BLK/WHT B595RI
	Total FASTENAL COMPANY	\$196.45		
Unpaid	FESTIVAL CITY SYMPHONY			
E 100-555140-390	OTHER EXPENSES	\$70.00	TICKETS	SR TOURS-3/25/18 PASSION, BEAUTY & LIGHT
	Total FESTIVAL CITY SYMPHONY	\$70.00		
Unpaid	FIVE CORNERS DODGE			
E 100-522120-240	REPAIR AND MAINTENANCE	\$75.60	38049	PD-VEH #8-MOUNT & BALANCE 4 TIRES
	Total FIVE CORNERS DODGE	\$75.60		
Unpaid	FORESTRY SUPPLIERS			
E 100-555510-240	REPAIR AND MAINTENANCE	\$104.36	323907-00	PARKS-TERRA SORB FINE/TAPE
	Total FORESTRY SUPPLIERS	\$104.36		
Unpaid	GALL PLUMBING, INC			
E 100-518100-380	EQUIPMENT/CAPITAL OUTLA	\$3,550.00	14622	COMPLEX-GYM-INSTALL NEW WTR HEATER
E 100-518100-380	EQUIPMENT/CAPITAL OUTLA	\$300.00	14645	COMPLEX-BOILER RM-REPL CAST IRON PIPE
	Total GALL PLUMBING, INC	\$3,850.00		
Unpaid	GENERAL COMMUNICATIONS, INC.			
E 700-519400-523	INSURANCE CLAIMS - 2018	\$310.00	253026	ISF-NEW SQUAD #4-LED VISOR LIGHTS
	Total GENERAL COMMUNICATIONS, INC.	\$310.00		
Unpaid	HOLLAND HEATING AND A/C			
R 100-443501	ELECTRICAL PERMITS	\$10.00	REFUND	BI-OVERPAYMENT OF \$10.00 ELEC. PERMIT FEE
	Total HOLLAND HEATING AND A/C	\$10.00		
Unpaid	HOPPE TREE SERVICE-MILW			
E 100-555510-240	REPAIR AND MAINTENANCE	\$1,320.00	52889	WOOD LAB-MILLING ELM LOGS
	Total HOPPE TREE SERVICE-MILW	\$1,320.00		
Unpaid	HUBER TECHNOLOGY, INC			
E 601-573830-340	MAINTENANCE SUPPLIES	\$1,588.00	CD10016637	CWRC-STRIP BRUSH/CAP SCREWS
E 601-573830-340	MAINTENANCE SUPPLIES	\$700.00	CD10016664	CWRC-BALL BEARINGS/SEALING RINGS
	Total HUBER TECHNOLOGY, INC	\$2,288.00		
Unpaid	J & H HEATING INC			
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$113.04	W30585	LIBR-TA FILTER
	Total J & H HEATING INC	\$113.04		
Unpaid	JM BRENNAN, INC.			



CITY OF CEDARBURG

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03/30/18 8:29 AM

Page 5

MARCH 2018

		Check Amt	Invoice	Comment
E 100-518100-240	REPAIR AND MAINTENANCE	\$245.00	SALES000094	COMPLEX-2/1/18 PM ON BOILER
	Total JM BRENNAN, INC.	\$245.00		
Unpaid	KETTLE MORaine APPLIANCE & TV			
E 100-522100-340	MAINTENANCE SUPPLIES	\$52.67	117056	PD-USE WCI 5304504507
	Total KETTLE MORaine APPLIANCE & TV	\$52.67		
Unpaid	L W ALLEN LLC			
E 601-573840-340	MAINTENANCE SUPPLIES	\$675.18	105129	CWRC-PUMP REPAIR
	Total L W ALLEN LLC	\$675.18		
Unpaid	LEAGUE OF WI.MUNICIPALITIES			
E 100-514100-310	OFFICE SUPPLIES	\$35.00	MANUALS	CLERKS-HANDBOOK FOR WI MUNIC. OFFICIALS
	Total LEAGUE OF WI.MUNICIPALITIES	\$35.00		
Unpaid	LTC CLEVELAND (LAKESHORE TECH)			
E 100-522120-330	TRAVEL & TRAINING	\$62.68	LTCSEF000060	PD-SCENARIO INSTRUCTOR TRAINING
	otal LTC CLEVELAND (LAKESHORE TECH)	\$62.68		
Unpaid	M SQUARED ENGINEERING LLC			
E 400-533311-854	STREET IMPROVEMENTS	\$2,200.00	18040	STREETS-2018 PROJECT ENGINEERING
E 400-533440-877	STORM SEWER CAPITAL PRJ	\$520.00	18040	STORM-2018 PROJECT ENGINEERING
G 601-187023	STREET & UTILITY IMPROVEM	\$680.00	18040	SANITARY-2018 PROJECT ENGINEERING
G 400-156200	DUE FROM LIGHT & WATER	\$600.00	18040	L&W-WATER-2018 PROJECT ENGINEERING
	Total M SQUARED ENGINEERING LLC	\$4,000.00		
Unpaid	MEQUON VACUUM CENTER			
E 260-555110-240	REPAIR AND MAINTENANCE	\$44.94	836341	LIBR-INSTALL 40' CORD/BAG/BELT
E 260-555110-240	REPAIR AND MAINTENANCE	\$62.79	836606	LIBR-CLEANED AND CHECKED OVER SYSTEM
	Total MEQUON VACUUM CENTER	\$107.73		
Unpaid	NAPA AUTO PARTS			
E 100-533210-353	MAINTENANCE PARTS	\$37.30	5269-933739	DPW-MINI BULBS/BOXED MINIATURES
	Total NAPA AUTO PARTS	\$37.30		
Unpaid	NASSCO, INC.			
E 260-555110-350	OPERATING SUPPLIES	\$390.25	S2305766.001	LIBR-JANITORIAL SUPPLIES
	Total NASSCO, INC.	\$390.25		
Unpaid	NORTH CENTRAL LABORATORIES			
E 601-573825-370	LAB SUPPLIES	\$125.15	403570	CWRC-AMMONIA STANDARD
	Total NORTH CENTRAL LABORATORIES	\$125.15		
Unpaid	OFFICE DEPOT			
E 100-522110-310	OFFICE SUPPLIES	\$52.47	117287941001	PD-CATALOG ENVELOPES
	Total OFFICE DEPOT	\$52.47		
Unpaid	OZAUKEE ACE HARDWARE			
E 100-518100-240	REPAIR AND MAINTENANCE	\$33.55	154421	COMPLEX-STR BLK/FINS12-10G250-TB



CITY OF CEDARBURG

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03/30/18 8:29 AM
Page 6

MARCH 2018

		Check Amt	Invoice	Comment
Total OZAUKEE ACE HARDWARE		\$33.55		
Unpaid	PORTAL, INC			
E 100-555140-390	OTHER EXPENSES	<u>\$144.92</u>		TRANSPORTA SR TOURS-BUS 3/25/18-PABST THEATRE
	Total PORTAL, INC	\$144.92		
Unpaid	R A SMITH NATIONAL			
G 100-239258	DEVELOPERS AGREE-SANDHILL	<u>\$12,384.85</u>	135747	ENG-SANDHILL TRAILS SUB.-1/1/18-1/31/18 SERVICES
E 601-573850-215	ENGINEERING	<u>\$3,520.00</u>	136041	CWRC-HIGHLAND DR LS 2/1/18-2/28/18 SERVICES
	Total R A SMITH NATIONAL	\$15,904.85		
Unpaid	ROAD EQUIPMENT PARTS CENTER			
E 100-533210-353	MAINTENANCE PARTS	<u>\$19.63</u>	872192	DPW-DUMMY GLADHAND W/CHAIN
	Total ROAD EQUIPMENT PARTS CENTER	\$19.63		
Unpaid	SAM S CLUB DIRECT			
E 220-555390-347	SUPPLIES AND EXPENSES	<u>\$370.38</u>	000924	REC-SUPPLIES
	Total SAM S CLUB DIRECT	\$370.38		
Unpaid	SAN-A-CARE, INC.			
E 260-555110-350	OPERATING SUPPLIES	<u>\$127.96</u>	460290	LIBR-EASY SCRUB EXPRESS
	Total SAN-A-CARE, INC.	\$127.96		
Unpaid	SCHEER JASON/BEYERS TRUE VALUE			
E 100-519200-343	AWARDS, SUPPLIES	<u>\$25.00</u>	SERVICE AW	5 YEARS CONTINUOUS SERVICE AWARD
	Total SCHEER JASON/BEYERS TRUE VALUE	\$25.00		
Unpaid	SCHWAAB, INC			
E 260-555110-310	OFFICE SUPPLIES	<u>\$39.75</u>	B073506	LIBR-EXCELMARK SI A2359 STAMP
	Total SCHWAAB, INC	\$39.75		
Unpaid	SHEFFIELD, MARY			
E 100-566310-210	PROFESSIONAL SERVICES	<u>\$2,252.50</u>	CONTRACT	ECON DEV-MARCH 2018 SERVICES
	Total SHEFFIELD, MARY	\$2,252.50		
Unpaid	SHERWIN INDUSTRIES, INC.			
E 100-533311-240	REPAIR AND MAINTENANCE	<u>\$1,010.44</u>	REPAIRS	DPW-REPLACE MATERIAL PUMP & STRAINER (CITY/TOWN SHARE)
E 100-533311-240	REPAIR AND MAINTENANCE	<u>\$3,157.68</u>	SC039901	DPW-HYDRAULIC FILTER/PUMP-(CITY/TOWN SHARE)
	Total SHERWIN INDUSTRIES, INC.	\$4,168.12		
Unpaid	TACTICAL SOLUTIONS-PUBLIC SAFE			
E 100-522120-240	REPAIR AND MAINTENANCE	<u>\$419.00</u>	6541	PD-CERTIFICATIONS OF RADAR UNITS
	Total TACTICAL SOLUTIONS-PUBLIC SAFE	\$419.00		
Unpaid	TIME WARNER CABLE-PO BOX 4639			
E 100-522110-225	TELEPHONE/COMMUNICATIO	<u>\$434.00</u>	709864401031	PD-FIBR INTERNET
	Total TIME WARNER CABLE-PO BOX 4639	\$434.00		



CITY OF CEDARBURG
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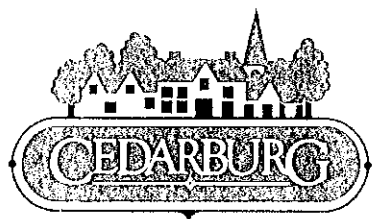
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Page 7

MARCH 2018

		Check Amt	Invoice	Comment
Unpaid	TIRES UNLIMITED AUTOMOTIVE			
E 100-522120-240	REPAIR AND MAINTENANCE	\$595.20	2294	PD-4 GOODYEAR EAGLE TIRES
	Total TIRES UNLIMITED AUTOMOTIVE	\$595.20		
Unpaid	UNIFIRST CORPORATION			
E 601-573825-372	SAFETY EQUIPMENT	\$48.35	096 1007004	CWRC-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$48.20	096 1007009	DPW-UNIFORMS
E 100-518100-240	REPAIR AND MAINTENANCE	\$25.00	096 1007020	COMPLEX-MATS/MOPS (ADJUSTED)
E 100-522100-340	MAINTENANCE SUPPLIES	\$34.64	096 1007021	PD-MATS/MOPS (ADJUSTED)
	Total UNIFIRST CORPORATION	\$156.19		
Unpaid	WISCONSIN PARK & RECREATION			
E 240-555320-330	TRAVEL & TRAINING	\$35.00	WORKSHOP	POOL-2018 AQUATIC TRAINING-MASSE
E 240-555320-330	TRAVEL & TRAINING	\$35.00	WORKSHOP	POOL-2018 AQUATIC TRAINING-SCHEER
	Total WISCONSIN PARK & RECREATION	\$70.00		
	111300 PWSB Checking	\$66,144.65		

Fund Summary

111300 PWSB Checking	
100 GENERAL FUND	\$36,593.37
220 RECREATION PROGRAMS FUND	\$431.56
221 FUEL SYSTEM - WASH BAY	\$765.03
240 SWIMMING POOL FUND	\$430.00
260 LIBRARY FUND	\$5,817.00
400 CAPITAL IMPROVEMENTS FUND	\$6,741.27
601 WATER RECYCLING CENTER	\$9,191.42
700 RISK MANAGEMENT FUND	\$6,175.00
	\$66,144.65



CITY OF CEDARBURG

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03/23/18 8:57 AM
Page 1

MARCH 2018

		Check Amt	Invoice	Comment
111300 PWSB Checking				
Unpaid	A LYNEIS ELECTRIC LLC			
E 100-522110-240	REPAIR AND MAINTENANCE	\$152.52	5524	PD-INSTALL QUAD RECEPTACLE AT COMMUNITY CENTER
	Total A LYNEIS ELECTRIC LLC	\$152.52		
Unpaid	AMERICAN SIGNAL CORP.			
E 100-522410-239	SIREN MAINT	\$1,124.95	0008316-IN	EM-SPRING 2018 PREVENTATIVE MTNCE
	Total AMERICAN SIGNAL CORP.	\$1,124.95		
Unpaid	ARMBRUSTER JEWELERS			
E 100-522120-346	UNIFORMS	\$28.00	183585	PD-REPAIR BADGE
	Total ARMBRUSTER JEWELERS	\$28.00		
Unpaid	AXLEY BRYNELSON, LLP			
E 350-566710-212	ATTORNEY/CONSULTANT	\$758.37	723579	AMCAST-JANUARY 2018 LEGAL SERVICES
	Total AXLEY BRYNELSON, LLP	\$758.37		
Unpaid	BAYCOM INC			
E 400-522120-811	VEHICLE REPLACEMENTS	\$7,148.00	EQUIPINV_01	PD-4GB MEMORY
	Total BAYCOM INC	\$7,148.00		
Unpaid	BEYER S HARDWARE STORE			
E 100-522410-240	REPAIR AND MAINTENANCE	\$7.64	137900	EM-DRAWER/CABINET LOCK
E 601-573830-340	MAINTENANCE SUPPLIES	\$24.25	137918	CWRC-GRY ENAMEL
E 100-533210-353	MAINTENANCE PARTS	\$11.47	137928	DPW-BRS HEX BUSHING/HARDWARE
E 100-533210-353	MAINTENANCE PARTS	\$109.20	137992	DPW-ADJ WRENCH/PLIERS/HARDWARE
E 100-555510-240	REPAIR AND MAINTENANCE	\$37.79	138061	PARKS-TOUGH TEX US FLAG
	Total BEYER S HARDWARE STORE	\$190.35		
Unpaid	BOEHLKE BOTTLED GAS CORP.			
E 100-533210-351	GAS AND OIL EXPENSE	\$150.00	27012	DPW-ALUMINUM CYLINDER
	Total BOEHLKE BOTTLED GAS CORP.	\$150.00		
Unpaid	BROOKS TRACTOR			
E 100-533210-351	GAS AND OIL EXPENSE	\$508.02	M30145	DPW-VEH# 1-10-OIL FILTERS/BREATHERS
	Total BROOKS TRACTOR	\$508.02		
Unpaid	BUECHLER, PATRICK/FARMSTEAD			
E 100-519200-343	AWARDS, SUPPLIES	\$75.00	SERVICE AW	15 YEARS CONTINUOUS SERVICE AWARD
	Total BUECHLER, PATRICK/FARMSTEAD	\$75.00		
Unpaid	CDW GOVERNMENT, INC.			
E 100-522110-310	OFFICE SUPPLIES	\$206.34	LZQ1042	PD-ADDONICS DGC1
	Total CDW GOVERNMENT, INC.	\$206.34		
Unpaid	CEDARBURG CHAMBER OF COMMERCE			
E 220-555390-347	SUPPLIES AND EXPENSES	\$200.00	GIFT CHECKS REC-YTH BASKETBALL GIFT CHECKS	



CITY OF CEDARBURG

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03/23/18 8:57 AM

Page 2

MARCH 2018

		Check Amt	Invoice	Comment
Unpaid	II CEDARBURG CHAMBER OF COMMERCE	\$200.00		
Unpaid	CEDARBURG DAWGS			
	E 220-555390-290 MAINT/CONTRACTED SERVIC	\$5,000.00	FOOTBALL	REC-FOOTBALL EQUIPMENT
	Total CEDARBURG DAWGS	\$5,000.00		
Unpaid	CEDARBURG OVERHEAD DOOR CO.			
	E 100-533210-350 OPERATING SUPPLIES	\$620.00	60436	DPW-3/13/18 SERVICE CALL-OVERHEAD DOOR
	Total CEDARBURG OVERHEAD DOOR CO.	\$620.00		
Unpaid	CINTAS FIRST AID & SAFETY			
	E 100-533210-350 OPERATING SUPPLIES	\$89.39	5010206180	DPW-FIRST AID SUPPLIES
	Total CINTAS FIRST AID & SAFETY	\$89.39		
Unpaid	COMMUNITY PRINTING INC.			
	E 100-522110-313 PRINTING-NEWSLETTERS, ET	\$127.00	27211	PD-500 OF 2 SILVER BC IMP
	Total COMMUNITY PRINTING INC.	\$127.00		
Unpaid	COMPLETE OFFICE OF WISCONSIN			
	E 100-522110-310 OFFICE SUPPLIES	\$368.59	279383	PD-TISSUE/TOWELS
	Total COMPLETE OFFICE OF WISCONSIN	\$368.59		
Unpaid	CULLIGAN OF WEST BEND			
	E 100-518100-240 REPAIR AND MAINTENANCE	\$74.14	502X02923805	SR CTR-FINAL SOFTENER RENTAL BILLING
	E 100-518100-240 REPAIR AND MAINTENANCE	\$49.73	502X02925107	GYM-FINAL SOFTENER RENTAL BILLING
	Total CULLIGAN OF WEST BEND	\$123.87		
Unpaid	DOG WASTE DEPOT			
	E 100-555510-240 REPAIR AND MAINTENANCE	\$119.97	202300	PARKS-DOG WASTE ROLL BAGS
	Total DOG WASTE DEPOT	\$119.97		
Unpaid	EHLERS & ASSOCIATES			
	E 351-566710-212 ATTORNEY/CONSULTANT	\$13,000.00	76393	2018 TID #5 CREATION SERVICES
	Total EHLERS & ASSOCIATES	\$13,000.00		
Unpaid	ENERGENECS			
	E 601-573825-312 COMPUTER/COPIER SUPPLIE	\$2,056.00	0035786-IN	CWRC-HACH RENEWAL #243917 10/21/17-10/20/18
	Total ENERGENECS	\$2,056.00		
Unpaid	FASTENAL COMPANY			
	E 100-533210-353 MAINTENANCE PARTS	\$970.04	WISAU99025	DPW-LBL CARTRIDGES
	E 100-518100-350 OPERATING SUPPLIES	\$179.57	WISAU99043	COMPLEX-3636 BRUTE
	Total FASTENAL COMPANY	\$1,149.61		
Unpaid	FIVE CORNERS DODGE			
	E 100-522120-240 REPAIR AND MAINTENANCE	\$798.62	37487	PD-VEH#6-REPLACE RADIATER CAP/CYCL. 3 COIL/TUNE UP
	Total FIVE CORNERS DODGE	\$798.62		



CITY OF CEDARBURG

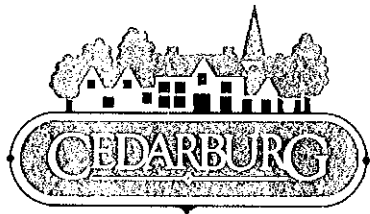
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03/23/18 8:57 AM

Page 3

MARCH 2018

		Check Amt	Invoice	Comment
Unpaid	FOX & HOUNDS RESTAURANT			
E 100-555140-390	OTHER EXPENSES	\$100.00	DEPOSIT	SR TOURS-DEPOSIT FOR 12/7/2018 TOUR
	Total FOX & HOUNDS RESTAURANT	\$100.00		
Unpaid	GEMPLER S			
E 100-555510-240	REPAIR AND MAINTENANCE	\$77.97	SI04087145	PARKS-PICKUP TOOL DOT REACHERS
	Total GEMPLER S	\$77.97		
Unpaid	GRAFTON PARKS AND RECREATION			
E 220-555390-290	MAINT/CONTRACTED SERVIC	\$162.00	(100)	REC-SUNBURST TUBING TRIP
	Total GRAFTON PARKS AND RECREATION	\$162.00		
Unpaid	HEIN ELECTRIC SUPPLY CO			
E 100-518100-240	REPAIR AND MAINTENANCE	\$138.83	457307-00	COMPLEX-GE432MAXPN/ULTRA
	Total HEIN ELECTRIC SUPPLY CO	\$138.83		
Unpaid	HERBST OIL, INC.			
G 100-161500	FUEL INVENTORY	\$4,426.65	66999	DPW-GASOLINE
G 100-161500	FUEL INVENTORY	\$4,622.46	67702	DPW-DIESEL
	Total HERBST OIL, INC.	\$9,049.11		
Unpaid	HERMAN S SERVICE			
E 100-522120-240	REPAIR AND MAINTENANCE	\$35.00	REPAIR ORD	PD-VEH#10-INSTALL NEW LF HEADLIGHT
	Total HERMAN S SERVICE	\$35.00		
Unpaid	JAMES IMAGING SYSTEMS, INC.			
E 100-514700-385	EQUIPMENT OUTLAY	\$361.49	22286556	1ST FLOOR COPIER RENTAL
E 100-514700-385	EQUIPMENT OUTLAY	\$327.55	22286556	2ND FLOOR COPIER RENTAL
E 100-555510-350	OPERATING SUPPLIES	\$387.14	22286556	REC DEPT COPIER RENTAL
	Total JAMES IMAGING SYSTEMS, INC.	\$1,076.18		
Unpaid	KATZ CONSULTING LLC			
E 220-555390-347	SUPPLIES AND EXPENSES	\$1,195.80	8100	REC-T-SHIRTS
	Total KATZ CONSULTING LLC	\$1,195.80		
Unpaid	LARK UNIFORM OUTFITTERS INC			
E 100-522120-346	UNIFORMS	\$12.00	261125	PD-VELCRO SEWN ON EMBLEMS
E 100-522120-346	UNIFORMS	\$111.85	261329	PD-NAVY PANTS/STREET SHIRTS
E 100-522120-346	UNIFORMS	\$18.95	261762	PD-GOLD WI STATE SEAL
E 100-522120-346	UNIFORMS	\$11.95	262038	PD-A5-WARD SLIDE BAR HOLDER
E 100-522120-346	UNIFORMS	\$23.90	262044	PD-NAVY BB CAP/STREET SHIRTS
E 100-522120-346	UNIFORMS	\$8.95	262314	PD-SLIDE BAR FOR 5 ITEMS
	Total LARK UNIFORM OUTFITTERS INC	\$187.60		
Unpaid	LEAGUE OF WI.MUNICIPALITIES			
E 100-514100-310	OFFICE SUPPLIES	\$295.00	MANUALS	CLERKS-HANDBOOKS/ALCH. BEV LICENSES
	Total LEAGUE OF WI.MUNICIPALITIES	\$295.00		
Unpaid	LEE RECREATION, LLC			



CITY OF CEDARBURG

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03/23/18 8:57 AM

Page 4

MARCH 2018

		Check Amt	Invoice	Comment
E 100-555510-384	LEGACY TREE & BENCH PRO	\$579.00	11510-18	PARKS-6' BENCH W/BACK-GREEN
	Total LEE RECREATION, LLC	\$579.00		
Unpaid	MID MORAINÉ MUNICIPAL COURT			
R 100-451101	COURT PENALTIES & COSTS	\$124.00	BOND	NATHAN R STRUHAR 8/18/99 WB PD CASE AE328035-1; CPD CASE 18-4699
	Total MID MORAINÉ MUNICIPAL COURT	\$124.00		
Unpaid	MOEGENBURG, CHUCK			
E 100-518100-240	REPAIR AND MAINTENANCE	\$110.00	CLEANING	CH-3/2 & 15 CLEAN ENTRYs
	Total MOEGENBURG, CHUCK	\$110.00		
Unpaid	MONARCH LIBRARY SYSTEM			
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$447.00	414162	LIBR-MOVIE LIC. RENEWAL 4/1/18-3/31/19
	Total MONARCH LIBRARY SYSTEM	\$447.00		
Unpaid	NAPA AUTO PARTS			
E 100-533210-351	GAS AND OIL EXPENSE	\$54.72	5269-932931	DPW-VEH43/STOCK-FUEL/OIL FILTERS/FLUIDS
E 100-533210-351	GAS AND OIL EXPENSE	\$23.92	5269-932997	DPW-VEH #43-AIR FILTER
E 100-533210-351	GAS AND OIL EXPENSE	\$21.45	5269-933158	DPW-VEH#43-CABIN AIR FILTER
E 100-533210-351	GAS AND OIL EXPENSE	\$61.44	5269-933404	DPW-VEH#82-OIL/AIR/FUEL FILTERS
	Total NAPA AUTO PARTS	\$161.53		
Unpaid	OFFICE DEPOT			
E 100-522110-310	OFFICE SUPPLIES	\$46.18	113351746001	PD-BLACK TONER
E 100-522110-310	OFFICE SUPPLIES	\$13.94	113352081001	PD-MOBILELITE G4 USB
E 100-515400-310	OFFICE SUPPLIES	\$29.99	115644190001	ASSESSOR-LGL FILE FOLDERS
E 100-533110-310	OFFICE SUPPLIES	\$30.54	115644190001	ENG-WHITE WRITING PADS
E 100-522410-350	OPERATING SUPPLIES	\$112.31	115644190001	EM-HP 932/933 & HP78 INK CARTRIDGES
	Total OFFICE DEPOT	\$232.96		
Unpaid	OLSENS PIGGLY WIGGLY			
E 100-522110-390	OTHER EXPENSES	\$35.53	34596	PD-MEETING REFRESHMENTS
	Total OLSSENS PIGGLY WIGGLY	\$35.53		
Unpaid	ONTECH SYSTEMS, INC			
E 100-514100-380	EQUIPMENT/CAPITAL OUTLA	\$500.00	34012	CLERKS-ADOBE CREATIVE CLOUD SUBSCRIPTION
E 100-514700-380	EQUIPMENT/CAPITAL OUTLA	\$339.00	34012	IT-ADOBE CREATIVE CLOUD SUBSCRIPTION
E 100-514700-210	PROFESSIONAL SERVICES	\$14.17	34114	IT-NEW COMPUTER SETUP
	Total ONTECH SYSTEMS, INC	\$853.17		
Unpaid	OZAUKEE ACE HARDWARE			
E 100-518100-240	REPAIR AND MAINTENANCE	\$35.59	154354	COMPLEX-LATCH GUARD/HEX BUSHING
	Total OZAUKEE ACE HARDWARE	\$35.59		
Unpaid	OZAUKEE COUNTY ECONOMIC			
E 100-511100-320	PROF PUBLICATIONS AND DU	\$1,500.00	DUES	COUNCIL-2018 MEMBERSHIP DUES
	Total OZAUKEE COUNTY ECONOMIC	\$1,500.00		



CITY OF CEDARBURG

03/23/18 8:57 AM

Page 5

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MARCH 2018

		Check Amt	Invoice	Comment
Unpaid	PENFLEX, INC.			
E 100-522230-152	RETIREMENT	\$1,260.00	18-0153	FD-PENSION ACCT FEE/STD FEE TO CALC
	Total PENFLEX, INC.	\$1,260.00		
Unpaid	PIEPER ELECTRIC, INC.			
R 100-443501	ELECTRICAL PERMITS	\$50.00	REFUND	PERMIT REFUND-WORK CANCELLED BEFORE
	Total PIEPER ELECTRIC, INC.	\$50.00		
Unpaid	POMP S TIRE SERVICE, INC.			
E 100-533311-240	REPAIR AND MAINTENANCE	\$89.40	430065824	DPW-TOWMAX STR II TIRES-CITY SHARE
E 100-533311-240	REPAIR AND MAINTENANCE	\$89.40	430065824	DPW-TOWMAX STR II TIRES-TOWN OF CEDARBURG SHARE
	Total POMP S TIRE SERVICE, INC.	\$178.80		
Unpaid	PRIORITY DISPATCH CORP			
E 100-522110-330	TRAVEL & TRAINING	\$275.00	SIN095961	PD-COURSE TRAINING AND CERTIF.
E 100-522231-330	TRAVEL & TRAINING	\$275.00	SIN095961	FD-COURSE TRAINING AND CERTIF.
	Total PRIORITY DISPATCH CORP	\$550.00		
Unpaid	ROAD EQUIPMENT PARTS CENTER			
E 100-533311-240	REPAIR AND MAINTENANCE	\$191.32	871215	DPW-VEH#93 & STOCK-GLADHANDS
	Total ROAD EQUIPMENT PARTS CENTER	\$191.32		
Unpaid	RUDIG TROPHIES			
E 220-555390-347	SUPPLIES AND EXPENSES	\$1,401.30	57782	REC-BASKETBALL TROPHIES
	Total RUDIG TROPHIES	\$1,401.30		
Unpaid	RYCHTIK WELDING, INC.			
E 100-533311-240	REPAIR AND MAINTENANCE	\$263.00	52406	DPW-ANGLES & FLATS
	Total RYCHTIK WELDING, INC.	\$263.00		
Unpaid	SCHOESSOW, CARY			
E 100-555510-240	REPAIR AND MAINTENANCE	\$50.00	3426	PARKS-ALUMINUM SIGN
	Total SCHOESSOW, CARY	\$50.00		
Unpaid	SCHWAAB, INC			
E 100-514100-310	OFFICE SUPPLIES	\$31.12	B072007	CLERKS-EXCELMARK A1226 STAMP
E 100-555140-310	OFFICE SUPPLIES	\$34.62	B072007	SR CTR-EXCELMARK A1848 STAMP
	Total SCHWAAB, INC	\$65.74		
Unpaid	SCHWANTES, DAVE/OTTOS			
E 100-519200-343	AWARDS, SUPPLIES	\$25.00	SERVICE AW	FIVE YEARS CONTINUOUS SERVICE AWARD
	Total SCHWANTES, DAVE/OTTOS	\$25.00		
Unpaid	SHORT ELLIOTT HENDRICKSON INC			
E 400-518100-806	CITY HALL IMPROVEMENTS	\$5,714.84	347133	FEBRUARY 2018 MONOPOLE SERVICES
	Total SHORT ELLIOTT HENDRICKSON INC	\$5,714.84		
Unpaid	SILK SCREEN SPECIALISTS, INC.			



CITY OF CEDARBURG

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03/23/18 8:57 AM
Page 6

MARCH 2018

		Check Amt	Invoice	Comment
E 220-555390-394	POMS EXPENSES	\$746.50	23048	REC-POMS APPAREL
	Total SILK SCREEN SPECIALISTS, INC.	\$746.50		
Unpaid	SMITTKAMP, BETH			
R 220-486000	MISCELLANEOUS REVENUE	\$85.00	REFUND	REC-DOG TRAINING CLASS CANCELLATION
	Total SMITTKAMP, BETH	\$85.00		
Unpaid	STREICHER S POLICE EQUIPMENT			
E 100-522120-346	UNIFORMS	\$61.99	11305305	PD-DUTY MAXX NAVY SHIRT
	Total STREICHER S POLICE EQUIPMENT	\$61.99		
Unpaid	SYMBIONT			
E 601-573850-215	ENGINEERING	\$2,227.00	46925	CWRC-PO# CWRC804-ENG SERVICES THROUGH 2/23/2018
	Total SYMBIONT	\$2,227.00		
Unpaid	TIME WARNER CABLE			
E 100-533210-350	OPERATING SUPPLIES	\$166.80	707258501031	DPW-STOP 1-INTERNET
E 100-555510-220	Internet	\$166.80	707258501031	PARKS-STOP 1-INTERNET
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$108.99	707259901031	PD-STOP 2-INTERNET PLUS
	Total TIME WARNER CABLE	\$442.59		
Unpaid	TRANS UNION LLC			
E 100-522110-240	REPAIR AND MAINTENANCE	\$35.84	02807878	PD-REPORTS
	Total TRANS UNION LLC	\$35.84		
Unpaid	U. S. CELLULAR			
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$26.10	238889915	EM MNGT CARD
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$20.50	238889915	CWRC-HIGHLAND LS
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	CWRC-WWTP TABLET
E 100-522310-225	TELEPHONE/COMMUNICATIO	\$46.60	238889915	B.I.-MIKE BAIER PHONE
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	JOEL BUBLITZ-TABLET
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$0.58	238889915	CWRC-W. HESS PHONE
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$141.59	238889915	CWRC-E HACKERT-NEW PHONE
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	PARKS-K LEGAULT-TABLET
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	PARKS-D SCHWANTES-TABLET
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$171.92	238889915	CWRC-E HACKERT-TABLET-NEW
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	PARKS-J PETERSON-TABLET
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	EM MNGT TABLET
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$26.10	238889915	EM MNGT CARD
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	KEVIN WESTPHAL-TABLET
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$16.10	238889915	IPAD PRO 12.9
E 100-533110-225	TELEPHONE/COMMUNICATIO	\$1.66	238889915	ENG-TOM WIZA PHONE
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$41.60	238889915	DPW-BILL HINTZ-PHONE
E 100-518100-225	TELEPHONE/COMMUNICATIO	\$11.18	238889915	COMPLEX-JAY BUNTROCK-PHONE
E 100-533110-225	TELEPHONE/COMMUNICATIO	\$2.78	238889915	ENG-MIKE WIESER-PHONE
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$0.50	238889915	EM MNGT
E 100-555145-225	TELEPHONE/COMMUNICATIO	\$1.86	238889915	SR VAN PHONE
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$45.02	238889915	KEVIN WESTPHAL-CELL



CITY OF CEDARBURG
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03/23/18 8:57 AM
Page 7

MARCH 2018

	Check Amt	Invoice	Comment
E 601-573825-225 TELEPHONE/COMMUNICATIO	\$141.59	238889915	CWRC-WWTP DUTY PHONE
Total U. S. CELLULAR	\$808.38		
Unpaid UNIFIRST CORPORATION			
E 601-573825-372 SAFETY EQUIPMENT	\$48.35	096 1005975	CWRC-UNIFORMS
E 100-533210-350 OPERATING SUPPLIES	\$48.20	096 1005980	DPW-UNIFORMS
E 601-573830-342 JANITORIAL SUPPLIES	\$51.23	096 1005991	CWRC-MATS/WIPERS
Total UNIFIRST CORPORATION	\$147.78		
Unpaid US BANK NA 800 NICOLLET MALL			
E 100-522130-210 PROFESSIONAL SERVICES	\$12.00	S2018-03507	PD-SUBPOENA-MICHAEL CRAWFORD
Total US BANK NA 800 NICOLLET MALL	\$12.00		
Unpaid VALU RITE CORPORATION			
E 100-515400-210 PROFESSIONAL SERVICES	\$1,125.00	CONTRACT	ASSESSOR-MARCH 2018 COMMERCIAL SERVICES
Total VALU RITE CORPORATION	\$1,125.00		
Unpaid VINYL GRAPHICS			
E 700-519400-523 INSURANCE CLAIMS - 2018	\$1,103.93	9421	PD-GRAPHICS FOR NEW SQUAD #4
Total VINYL GRAPHICS	\$1,103.93		
111300 PWSB Checking	\$66,936.88		

Fund Summary

111300 PWSB Checking	
100 GENERAL FUND	\$25,075.03
220 RECREATION PROGRAMS FUND	\$8,790.60
260 LIBRARY FUND	\$447.00
350 TIF DISTRICT FUND #4	\$758.37
351 TIF DISTRICT FUND #5	\$13,000.00
400 CAPITAL IMPROVEMENTS FUND	\$12,862.84
601 WATER RECYCLING CENTER	\$4,899.11
700 RISK MANAGEMENT FUND	\$1,103.93
	<hr/>
	\$66,936.88



City of Cedarburg

City Administrator's Report

April 5, 2018

Department News

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

Engineering & Public Works— the Street and Utility project is scheduled to begin on or about April 23.

Library— National Library Week is April 8—14, 2018. Replacement Library cards will be free the whole month of April (the normal cost is \$3 for a replacement card).

Four new members have been added to the Library team. Youth Services Kasey Leaf, Circulation Library Aide Jean Leppert, Library custodian Jackie McFadden, and Reference & Instruction Librarian Laura Beldavs.

The Helen F. Mears Student Art Contest, sponsored by the Cedarburg Woman's Club, will be displayed in the CPL Community Room and Town Square through April 18. The artwork is a representation of the 7th and 8th grade art from schools in the Cedarburg, Grafton, and Mequon-Thiensville School Districts.

A program on Growing a Garden in Straw Bales will be held on Tuesday, April 24 at 6:30 p.m. by Joey and Holly Baird, founders of The Wisconsin Vegetable Gardener.

The Library will be participating in Conquer the Burg on July 21.

Police—The Department is purchasing three cameras to be placed on the Community Center Gym. The Downtown Merchants Association is paying for half of the cost.

Clerk— The voter turnout for the April 3 election was 45%. Final results will be certified on April 9 at 8:00 a.m.

Assessor— Assessor Timm is working on 2018 assessments. They will be mailed April 16.

Administrator— On Wednesday, April 11 there will be an employee meeting in the morning on driver safety, mid-morning is a Safety Committee meeting to review the results from the health risk assessments, and at lunch time I am hosting an Administrator's District meeting.

I, along with representatives from Thiensville, Mequon and Grafton, including the Fire Chief's, will meet on April 13 regarding a joint Fire/EMS.

Finally, I am working on the Management Discussion and Analysis for the Audit Report.

Respectfully submitted,

Christy Mertes
City Administrator

2018 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Single Family		2	5										7
Addition/Alteration	7	11	21										39
Commercial New Constructio		1											1
Commercial Additions/Alterati	1	1											2
Heat/Vent	31	25	19										75
Signs	2	1	1										4
Plumbing	30	29	47										106
Electrical	41	30	36										107
Occupancy	5	4	5										14
TOTAL VALUE TO CITY	160,010	16,895,500	2,121,886										19,177,396
INSPECTIONS													
JOE JACOBS			2										2
MICHAEL BAIER	116	199	138										453
ROGER KISON	4												4