

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, FEBRUARY 12, 2024 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, February 12, 2024 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/84318668402>

REVISED AGENDA - ITEM 8.A.4

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present - Common Council – Mayor O'Keefe, Council Members Patricia Thome, Jim Fitzpatrick, Kevin Curley, Kristin Burkart, Mark Mueller, Robert Simpson
Excused - Council Member Melissa Bitter
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. NEW BUSINESS-
 - A. Oath of Office/Swearing in of Nitro, newest member of the Cedarburg Police Department K-9 unit
 - B. Discussion and possible action on approval of Fee Schedule including new EMS fees*
 - C. Discussion and possible action of policy updates for Water Recycling Center policies SC-1 Acceptance of contaminated groundwater, SC-2 Sewer maximum charge, and SC-3 Sewage credit meters*
 - D. Discussion and possible action on issuance of 2024 Quadricycle License for North 48, contingent upon approval of vehicle safety inspection*
 - E. Discussion and possible action on an amendment to the listing contract for Hwy 60 Business Park broker services provided by Newmark*
 - F. Discussion and possible action on approval of Reserve Liquor License for La Cantina Hermanos LLC, 816 McFarlane Road, Portage, WI, Alonso Aranda Canchola, Agent,

premises to be licensed: W63N170 Washington Avenue, known as La Cantina Mexican Restaurant*

8. CONSENT AGENDA

A. Discussion and possible action on License/Permit applications***

1. Discussion and possible action for issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Strawberry Festival to be held on Saturday June 22, 2024 from 10:00 a.m. to 9:00 p.m. and Sunday, June 23, 2024 from 10:00 a.m. to 5:00 p.m.
2. Discussion and possible action for issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Wine & Harvest Festival to be held on Saturday, September 21, 2024 from 10:00 a.m. to 9:00 p.m. and Sunday, September 22, 2024 from 10:00 a.m. - 5:00 p.m.
3. Discussion and possible action for issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc. for Oktoberfest to be held on Saturday, October 5, 2024 from 10:00 a.m. – 9:00 p.m. and Sunday, October 6, 2024 from 10:00 a.m. to 5:00 p.m.
4. Consider approval of new 2023-2024 operator license for Kenneth J. Jonas, Thomas J. Bryde, Kelly P. Moore, **Michael Scholtus**

B. Discussion and possible action on payment of bills dated 01/20/2024 through 02/02/2024, transfer list dated 01/01/2024 through 02/03/2024, and payroll from 12/24/2023 through 02/03/2024*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

A. City Administrator's Report*

10. COMMUNICATIONS

A. Comments and announcements by Council Members

B. 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.*

City of Cedarburg is an affirmative action and equal opportunity employer.

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information.

City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.

To request reasonable accommodation, contact the Clerk's Office,
(262) 375-7606, email: cityhall@cityofcedarburg.wi.gov

02/08/24 tas

CITY OF CEDARBURG

MEETING DATE: February 12, 2024

ITEM NO: 7.B.

TITLE: Discussion and possible action on approval of Cedarburg Fire Department EMS Fee Schedule

ISSUE SUMMARY: The CFD recently had their annual meeting with the billing company that handles ambulance transport billing. We meet yearly to review the fee schedule and compare it with surrounding fees in our area to see if any adjustments need to be made. No adjustments will be made for 2024.

We are proposing adding one category to our EMS fee schedule. It is a lift assist fee. Occasionally we respond to calls where people fall and need help getting up. If no assessment, vitals, or treatment are provided, and we are just assisting someone to get up, that will be titled a lift assist. The first two lift assists in a calendar year will be free of charge. The third will be \$150.00; 4th \$250.00; 5th and subsequent will be \$400.00.

We have placed all our fees, EMS, paid on call, standby events and false fire alarms in to one fee schedule to keep it simple when changing fees.

STAFF RECOMMENDATION: Recommended by Fire Chief Jeff Vahsholtz

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: This change will have no negative effect on the fire department budget.

ATTACHMENTS: See attached fee schedule.

INITIATED/REQUESTED BY: Fire Chief Jeff Vahsholtz

FOR MORE INFORMATION CONTACT: Fire Chief Jeff Vahsholtz



APPROVED FEE SCHEDULE

FEE DESCRIPTION	FEE AMOUNT
CITY CLERK	
Class A Fermented Malt Beverage License	\$100.00
Class A Liquor License	\$500.00
Class B Fermented Malt Beverage License	\$100.00
Class B Liquor License	\$500.00
Temporary Class "B"/"Class B" License	\$10.00
Class B Reserve Liquor License	\$10,000.00
Class C Wine License	\$100.00
Operator's License (Bartender) Renewal	\$40.00
Operator's License (Bartender) New	\$50.00
Provisional Operator's License	\$15.00
Tobacco Products (Cigarette license)	\$100.00
Publication Fee	\$20.00 non refundable
Late Application Fee	\$10.00
Direct Sellers (Solicitors) - City Residents	\$100.00
Direct Sellers (Solicitors) - Non City Residents	\$150.00
Direct Sellers - each additional person	\$10.00
Festivals Permit	\$300.00
Filming Permit	\$20.00
Horse and Carriage Rides	\$110.00
Parade/Walk/Run	\$25.00
Street Use (Block Party)	\$25.00
Weights and Measures Permit	\$30.00 annually + \$10.00 per device
Replacement fee	\$10.00
BUILDING PERMITS	
Minimum Permit Fee for all Permits	\$60.00
Residential (1 & 2 Family & Attached Garage)	
a) New Construction & Addition	\$0.40/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.35/per sq ft
Multi-Family Dwellings (3 or More Dwelling Units)	
a) New Construction & Addition	\$0.42/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.39/per sq ft
Commercial (Office, Retail, Institutional, etc.)	
a) New Construction & Addition	\$0.39/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.33/per sq ft
Manufacturing or Industrial (Office Areas to be included under (4)(a))	
a) New Construction & Addition	\$0.33/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.30/per sq. ft.
Accessory Structures (Garages, Sheds, Decks, Pools, etc.)	
a) New Construction, Additions, Alterations	\$0.33/per sq. ft.
Permit to Early Start (Footing & Foundation Only)	
a) Residential	\$150.00
b) Commercial, Manufacturing, Industrial, Multi-Family	\$275.00
All other Structures & Projects (Buildings, Structures, Alterations and repairs where square footage cannot be calculated.)	\$13.00/\$1,000.00 of value
Building Plan Examination	
a) Residential (1 & 2 Family)	\$275.00
1) Additions	\$125.00
2) Alterations	\$60.00
b) Multi-Family	\$330.00 + \$30.00 per unit
1) Additions	\$150.00
2) Alterations	\$60.00
c) Commercial, Manufacturing, Industrial	\$430.00
1) Additions	\$200.00

2) Alterations	\$100.00
d) Accessory Structures (Garages, Sheds, Decks, Pools, etc.)	\$40.00
Occupancy Permits	
a) Residential (1 & 2 Family)	\$60.00
b) Multi-Family (per Dwelling Unit)	\$60.00/unit + \$100.00/Bldg
c) Business, Commercial, Manufacturing, Industrial	\$160.00
Erosion Control Fees	
a) Residential Lot (1 & 2 Family)	\$190.00
b) Commercial, Manufacturing, Industrial, Multi-Family	\$225.00 + \$6.00 per 1,000 sq ft of disturbed area. Max = \$2,450.00
Sign Permit Fees	
a) Permanent sign	\$75.00
b) Temporary sign	\$20.00
Wrecking, Razing & Interior Demolition	
(Fee may be waived at the discretion of the Building Inspector)	\$95.00 + \$0.13/per sq.ft.Max=\$925.00
Moving Buildings Over Public Ways	\$250.00
Miscellaneous Fees	
a) Address Numbers (Complete Set)	\$35.00
b) Wisconsin Permit Seal	\$75.00
c) Right-of-Way Permit (Driveway Approach/Culvert, Sidewalk,etc.)	\$60.00
d) Siding	\$60.00
e) Reroofing	
1) Residential (1 & 2 Family)	\$60.00
2) Commercial, Manufacturing, Industrial, Multi-Family	\$14.00/\$1,000 valuation Max \$300.00
g) Sign Permit	\$75.00
h) Fire Protection Plan Review & Permit	\$60.00
Special Inspection Fees	
a) Special Inspection	
1) Residential (1 & 2 Family)	\$100.00
2) Commercial, Manufacturing, Industrial, Multi-Family	\$200/Bldg
3) Accessory Structures (Garages, Sheds, Decks, Pools, etc.)	\$60.00
b) Special Inspection Report With A Written Report	\$100 Additional
c) Special Inspection After Working Hours	\$175.00 Additional
Re-inspection (Building, Plumbing, Electrical, HVAC, Soil Erosion, Etc.)	\$75.00
DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. TRIPLE FEES for Subsequent Offenses.	
Note 1: Gross square footage calculations are based on exterior dimensions, including garage each finished floor level. Unfinished basements or portions thereof are not included.	
Note 2: In determining construction cost, all costs for building and labor shall be included except cost, associated with the Plumbing, Electrical, HVAC and Landscape work.	
Note 3: All fee categories shall be rounded to the nearest whole dollar amount.	
Note 1: Additional Fee for Plan Review May be Assessed at the Time of Application for Renewal of the Permit.	
Note 4: SF Area Shall Be Defined as Follows: The Living Area of the Building Enclosed by the Interior Surface of the Exterior Walls Excluding the Basement Area, Unless the Basement Area Complies with the Building Code, Permitting Human Habitation.	
Note 5: In Determining Cost, All Construction Shall Be Included with the Exception of Heating, A/C, Electrical, and Plumbing Work.	
HVAC	
Heating up to 150,000 BTU input	\$55.00
Heating, each additional 50,00 above 150,000 BTU input of fraction	Per 50,000 \$15.00
Air Conditioning-RESIDENTIAL (exterior condensers)	\$55.00
Air Conditioning-COMMERCIAL (exterior condensers)	\$60.00
Exhaust hoods and systems	\$150.00
Commercial unit heater (rooftop)	\$100.00
Fireplace	\$50.00
HVAC distribution system per 100 square feet	Per 100 sq ft \$1.50
MINIMUM PERMIT FEE IS	\$55.00
DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. TRIPLE FEES for Subsequent Offenses.	
ELECTRICAL	
Light switches and convenience outlets, smoke detectors	\$0.70
Light fixtures	\$0.55
Fluorescent fixtures – per tube/per ballast	\$0.55
Range, electric	\$6.00
Garbage grinder and disposal unit	\$6.00
Dishwasher	\$7.00
Clothes dryer	\$6.00
Water heater, electric	\$10.00

Furnace, gas or oil burner or stoker – RESIDENTIAL	\$9.00
Furnace, gas or oil burner or stoker – COMMERCIAL	\$18.00
Air conditioning, refrigeration, air cooling or similar – RESIDENTIAL	\$12.00
Air conditioning, refrigeration, air cooling or similar – COMMERCIAL	\$24.00
Feeders - #4 AWG or larger	\$10.00
Whirlpool, hot tub, etc	\$18.00
Services – 0 thru 100 amperes	\$40.00
Services – 101 thru 200 amperes	\$50.00
Services – 201 thru 600 amperes	\$60.00
Services – thereafter each additional 100 amperages	\$10.00
Motor (over ¼ hp) \$0.50 per hp or fraction thereof, minimum fee of:	\$4.00
Fuel dispensing pumps	\$10.00
Transformers, rectifiers , generators, \$0.50/kw up to 200 kw minimum fee of:	\$5.00
Electric space heating systems per kw	\$5.00
Heating devices, miscellaneous	\$5.00
Power receptacles – 230 volts or over, thru 30 amperes	\$6.00
Power receptacles – 230 volts or over, over 30 amperes	\$10.00
Wireways, busways, underfloor raceways or auxiliary gutters (per LF)	\$0.50
Strip lighting, plug-in strip, or similar system (per LF)	\$0.50
Exterior lighting – COMMERCIAL (per fixture)	\$6.00
X-ray machines, motion picture machines	\$10.00
Fire alarm panel	\$40.00
Signs, electric	\$15.00
Swimming pool wiring	\$50.00
Reinspection fee	\$40.00
Total is the sum or all above OR \$50.00, whichever is greater.	\$50.00
MINIMUM PERMIT FEE IS	\$50.00
<i>DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. TRIPLE FEES for Subsequent Offenses.</i>	
PLUMBING	
Bath Tubs	\$10.00
Floor Drain	\$10.00
Laundry Tubs	\$10.00
Drinking Fountains	\$10.00
Grease Traps	\$10.00
Automatic Washer Connections	\$10.00
Sinks	\$10.00
Shower	\$10.00
Water Closets/Urinals	\$10.00
Dishwasher	\$10.00
Disposal	\$10.00
Water Heater (New)	\$10.00
Sump Pump	\$10.00
Hose Bids	\$10.00
Reverse Osmosis	\$10.00
Softener Connections	\$10.00
Credit Meters/Back Flow	\$10.00
EXTERTIOR Conn-Sanitary Sewer	\$50.00
EXTERTIOR Conn-Storm Sewer	\$50.00
EXTERTIOR Water Service-Less than 2"	\$50.00
EXTERTIOR Water Service-More than 2"	\$50.00
INTERIOR Conn-Sanitary Sewer	\$50.00
INTERIOR Conn-Storm Sewer (sump)	\$50.00
Ejector Pump	\$50.00
Catch Basins/Man Holes	\$30.00
Fire Sprinkler System (plus .30 per sprinkler head)	\$50.00
MINIMUM PERMIT FEE IS	\$35.00
<i>DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. TRIPLE FEES for Subsequent Offenses.</i>	
FIRE INSPECTION FEES	
Square feet	Fee per year
Residential buildings with no inspectable common areas – exterior inspection only	\$15.00 per year
Under 1,000 square feet	\$15.00 per year
1,001 - 5,000 square feet	\$25.00 per year
5,001 - 10,000 square feet	\$50.00 per year
10,001 - 20,000 square feet	\$100.00 per year

20,001 - 30,000 square feet	\$150.00 per year
30,001 - 40,000 square feet	\$200.00 per year
40,001 - 50,000 square feet	\$300.00 per year
50,001 - 75,000 square feet	\$400.00 per year
75,001 - 100,000 square feet	\$500.00 per year
Over 100,000 square feet	\$1,000.00 per year
FIRE DEPARTMENT FALSE ALARM FEES	
First two false alarms for a location	no charge
Third false alarm per location	\$150.00
Fourth false alarm per location	\$250.00
Fifth and subsequent false alarm per location	\$400.00
FIRE DEPARTMENT ACTIVE VOLUNTEER MEMBER RATES	
Ambulance Driver	\$8.00
Firefighter	\$10.00
EMT	\$12.00
Engineer	\$13.00
Firefighter/EMT	\$14.00
Engineer/EMT	\$15.00
Lieutenant	\$18.00
Captain	\$20.00
Deputy Chief	\$22.00
Assistant Chief	\$24.00
FIRE DEPARTMENT CERTIFICATION INCREASES	
Advanced EMT	\$1.00
Paramedic	\$8.00
Firefighter II	\$1.00
Driver/Operator-Aerial	\$1.00
Instructor I	\$1.00
Instructor II	\$1.00
Officer I	\$1.00
Officer II	\$1.00
Investigator I	\$1.00
SCUBA/Diver Certification	\$1.00
Fire Investigator	\$1.00
EMS SERVICES/AMBULANCE TRANSPORT FEES	
Basic Life Support (Resident)	\$1,000.00
Basic Life Support (Non-Resident)	\$1,200.00
Advanced Life Support (Resident)	\$1,300.00
Advanced Life Support (Non-Resident)	\$1,400.00
Advanced Life Support 2 (Resident)	\$1,600.00
Advanced Life Support 2 (Non-Resident)	\$1,750.00
Basic Life Support On-Scene Care (Resident)	\$325.00
Basic Life Support On-Scene Care (Non-Resident)	\$350.00
Advanced Life Support On-Scene Care (Resident)	\$600.00
Advanced Life Support On-Scene Care (Non-Resident)	\$700.00
Milage (Resident)	\$23.00
Milage (Non-Resident)	\$24.00
Lift Assist (First and Second)	no charge
Lift Assist (Third)	\$150.00
Lift Assist (Fourth)	\$250
Lift Assist (Fifth and above)	\$400
POLICE DEPARTMENT FALSE ALARM FEES	
First three false alarms for a location	no charge
Fourth false alarm per location	\$40.00
Fifth false alarm per location	\$50.00
Sixth and subsequent false alarm per location	\$65.00

CITY OF CEDARBURG

MEETING DATE: February 12, 2024

ITEM NO: 7.C.

TITLE: Discussion and possible action of policy updates for Water Recycling Center policies SC-1 Acceptance of contaminated groundwater, SC-2 Sewer maximum charge, and SC-3 Sewage credit meters.

ISSUE SUMMARY: Staff Department Heads were tasked with updating policies that pertain to their departments. The policies were reviewed and updated to reflect current practices. Whenever a policy changes, it must be approved by the Common Council.

STAFF RECOMMENDATION: Accept the revised policies.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: Public Works and Sewerage Commission approved on April 13, 2023.

BUDGETARY IMPACT: None

ATTACHMENTS: Policy SC-1 Acceptance of Contaminated Groundwater at WRC
Policy SC-2 Sewer maximum charge-single family and two-family residential units.
Policy SC-3 Sewage credit or charge meters.
April 13, 2023 PW&S minutes

INITIATED/REQUESTED BY: Dennis Grulkowski/Water Recycling Center Superintendent

FOR MORE INFORMATION CONTACT: Dennis Grulkowski or Mike Wieser

**CITY OF CEDARBURG
POLICY/PROCEDURE MANUAL**

SUBJECT: ACCEPTANCE OF CONTAMINATED GROUNDWATER
 AT WATER RECYCLING CENTER

SC-1

General: The following policy is established to identify the conditions under which contaminated groundwater may be accepted for treatment at the City of Cedarburg Water Recycling Center.

It will be the responsibility of the Wastewater Superintendent to carry out the procedures within the framework of this policy. Any deviation from this policy shall be reviewed by the Sewerage Commission on a case-by-case basis.

Procedure: Contaminated groundwater from sites located within the corporate limits of the City of Cedarburg are eligible for treatment at the Water Recycling Center provided that the following conditions are met. Contaminated groundwater generated from sites located outside the corporate limits of the City of Cedarburg are not eligible for treatment under this policy.

Conditions:

- A. The groundwater must be in a sealed container, or septage hauling vehicle.
- B. There must be no floating product on the surface of the groundwater.
- C. The responsible party must submit to the Wastewater Superintendent the results of an analysis prepared by a State of Wisconsin certified laboratory. If the analysis indicates any concentrations other than below quantifiable limits, they must meet the criteria noted in the most recent Wisconsin Department of Natural Resources (WDNR) Groundwater Quality Standards NR 140.10 – 140.14 (copy attached).
- D. If the waste is acceptable, the responsible party must execute a “Hold Harmless and Indemnification Agreement” (copy attached) and provide it to the Wastewater Superintendent.
- E. Discharge of acceptable waste will be allowed at the Water Recycling Center. The responsible party shall plan with the Wastewater Superintendent for delivery and discharge, under the supervision of plant personnel.

- F. Where long-term metered pumping of contaminated groundwater to the sanitary sewer is permitted, charges for disposal shall consist of a one-time Administrative Fee of \$100.00 plus a volume charge based on the current sewer rate per 1,000 gallons.
- G. Where contaminated groundwater is trucked to the Water Recycling Center, charges for disposal shall consist of a one-time Administrative Fee of \$100.00, plus a flat \$5.00 per load charge, and a volume charge based on the current holding tank rate per 1,000 gallons.
- H. The Wastewater Superintendent reserves the right to order additional testing prior to acceptance, or to reject any wastewater proposed for disposal.

Attachments

Approved: 1/27/94
Adopted: 2/28/94
Revised: 1/10/2000
Revised: 4/26/2004
Revised: 4/13/2023

(20m) "Response" means any action taken to respond to an attainment or exceedance of a preventive action limit or enforcement standard as required by s. NR 140.24 or 140.26.

Note: A response may include a remedial action.

(20s) "Specified substance" means one of the following: chloroform, bromodichloromethane, dibromochloromethane or bromoform.

(21) "Substance" means any solid, liquid, semisolid, dissolved solid or gaseous material, naturally occurring or man-made chemical, parameter for measurement of water quality or biological organism which, in its original form, or as a metabolite or a degradation or waste product, may decrease the quality of groundwater.

(22) "Wastewater and sludge storage or treatment lagoon" means a natural or man-made containment structure, constructed primarily of earthen materials for the treatment or storage of

wastewater or sludge, which is not a land disposal system.

History: Cr. Register, September, 1985, No. 357, eff. 10-1-85; cr. (1m), am. (7), (17) and (18), Register, October, 1988, No. 394, eff. 11-1-88; am. (6), cr. (20h) and (20m), Register, March, 1994, No. 459, eff. 4-1-94; cr. (1s), (10e), (10s), (20k), r. and recr. (12), (13), Register, August, 1995, No. 476, eff. 9-1-95; cr. (14m), Register, October, 1996, No. 490, eff. 11-1-96; am. (20), Register, December, 1998, No. 516, eff. 1-1-99; correction in (9) made under s. 13.93 (2m) (b) 7., Stats., Register, April, 2001, No. 544; CR 02-134; cr. (1u), (1w), (1y) and (20s) Register June 2003 No. 570, eff. 7-1-03; correction in (20) made under s. 13.92 (4) (b) 6., Stats., Register January 2012 No. 673.

Subchapter II — Groundwater Quality Standards

NR 140.10 Public health related groundwater standards. The groundwater quality standards for substances of public health concern are listed in Table 1.

Note: For all substances that have carcinogenic, mutagenic or teratogenic properties or interactive effects, the preventive action limit is 10% of the enforcement standard. The preventive action limit is 20% of the enforcement standard for all other substances that are of public health concern. Enforcement standards and preventive action limits for additional substances will be added to Table I as recommendations are developed pursuant to ss. 160.07, 160.13 and 160.15, Stats.

Table 1
Public Health Groundwater Quality Standards

Substance ¹	Enforcement Standard (micrograms per liter – except as noted)	Preventive Action Limit (micrograms per liter – except as noted)
Acetochlor	7	0.7
Acetochlor ethane sulfonic acid + oxanilic acid (Acetochlor – ESA + OXA)	230	46
Acetone	9 mg/l	1.8 mg/l
Alachlor	2	0.2
Alachlor ethane sulfonic acid (Alachlor – ESA)	20	4
Aldicarb	10	2
Aluminum	200	40
Ammonia (as N)	9.7 mg/l	0.97 mg/l
Antimony	6	1.2
Anthracene	3000	600
Arsenic	10	1
Asbestos	7 million fibers per liter (MFL)	0.7 MFL
Atrazine, total chlorinated residues	3 ²	0.3 ²
Bacteria, Total Coliform	0 ³	0 ³
Barium	2 milligrams/liter (mg/l)	0.4 mg/l
Bentazon	300	60
Benzene	5	0.5
Benzo(b)fluoranthene	0.2	0.02
Benzo(a)pyrene	0.2	0.02
Beryllium	4	0.4
Boron	1000	200
Bromodichloromethane	0.6	0.06
Bromoform	4.4	0.44
Bromomethane	10	1
Butylate	400	80
Cadmium	5	0.5
Carbaryl	40	4
Carbofuran	40	8
Carbon disulfide	1000	200
Carbon tetrachloride	5	0.5
Chloramben	150	30
Chlordane	2	0.2
Chlorodifluoromethane	7 mg/l	0.7 mg/l
Chloroethane	400	80

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page is the date the chapter was last published.

Register June 2021 No. 786

Substance ¹	Enforcement Standard (micrograms per liter – except as noted)	Preventive Action Limit (micrograms per liter – except as noted)
Chloroform	6	0.6
Chlorpyrifos	2	0.4
Chloromethane	30	3
Chromium (total)	100	10
Chrysene	0.2	0.02

Table 1 – Continued
Public Health Groundwater Quality Standards

Substance¹	Enforcement Standard (micrograms per liter – except as noted)	Preventive Action Limit (micrograms per liter – except as noted)
Cobalt	40	8
Copper	1300	130
Cyanazine	1	0.1
Cyanide, free ⁴	200	40
Dacthal	70	14
1,2-Dibromoethane (EDB)	0.05	0.005
Dibromochloromethane	60	6
1,2-Dibromo-3-chloropropane (DBCP)	0.2	0.02
Dibutyl phthalate	1000	100
Dicamba	300	60
1,2-Dichlorobenzene	600	60
1,3-Dichlorobenzene	600	120
1,4-Dichlorobenzene	75	15
Dichlorodifluoromethane	1000	200
1,1-Dichloroethane	850	85
1,2-Dichloroethane	5	0.5
1,1-Dichloroethylene	7	0.7
1,2-Dichloroethylene (cis)	70	7
1,2-Dichloroethylene (trans)	100	20
2,4-Dichlorophenoxyacetic Acid (2,4-D)	70	7
1,2-Dichloropropane	5	0.5
1,3-Dichloropropane (cis/trans)	0.4	0.04
Di (2-ethylhexyl) phthalate	6	0.6
Dimethenamid/Dimethenamid-P	50	5
Dimethoate	2	0.4
2,4-Dinitrotoluene	0.05	0.005
2,6-Dinitrotoluene	0.05	0.005
Dinitrotoluene, Total Residues ⁵	0.05	0.005
Dinoseb	7	1.4
1,4-Dioxane	3	0.3
Dioxin (2, 3, 7, 8-TCDD)	0.00003	0.000003
Endrin	2	0.4
EPTC	250	50
Ethylbenzene	700	140
Ethyl ether	1000	100
Ethylene glycol	14 mg/l	2.8 mg/l
Fluoranthene	400	80
Fluorene	400	80
Fluoride	4 mg/l	0.8 mg/l
Fluorotrichloromethane	3490	698
Formaldehyde	1000	100
Heptachlor	0.4	0.04
Heptachlor epoxide	0.2	0.02
Hexachlorobenzene	1	0.1
N-Hexane	600	120
Hydrogen sulfide	30	6
Lead	15	1.5
Lindane	0.2	0.02
Manganese	300	60
Mercury	2	0.2

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Register June 2021 No. 786

Table 1 – Continued
Public Health Groundwater Quality Standards

Substance¹	Enforcement Standard (micrograms per liter – except as noted)	Preventive Action Limit (micrograms per liter – except as noted)
Methanol	5000	1000
Methoxychlor	40	4
Methylene chloride	5	0.5
Methyl ethyl ketone (MEK)	4 mg/l	0.8 mg/l
Methyl isobutyl ketone (MIBK)	500	50
Methyl tert-butyl ether (MTBE)	60	12
Metolachlor/s–Metolachlor	100	10
Metolachlor ethane sulfonic acid + oxanilic acid (Metolachlor – ESA + OXA)	1.3 mg/l	0.26 mg/l
Metribuzin	70	14
Molybdenum	40	8
Monochlorobenzene	100	20
Naphthalene	100	10
Nickel	100	20
Nitrate (as N)	10 mg/l	2 mg/l
Nitrate + Nitrite (as N)	10 mg/l	2 mg/l
Nitrite (as N)	1 mg/l	0.2 mg/l
N–Nitrosodiphenylamine	7	0.7
Pentachlorophenol (PCP)	1	0.1
Perchlorate	1	0.1
Phenol	2 mg/l	0.4 mg/l
Picloram	500	100
Polychlorinated biphenyls (PCBs)	0.03	0.003
Prometon	100	20
Propazine	10	2
Pyrene	250	50
Pyridine	10	2
Selenium	50	10
Silver	50	10
Simazine	4	0.4
Styrene	100	10
Tertiary Butyl Alcohol (TBA)	12	1.2
1,1,1,2–Tetrachloroethane	70	7
1,1,2,2–Tetrachloroethane	0.2	0.02
Tetrachloroethylene	5	0.5
Tetrahydrofuran	50	10
Thallium	2	0.4
Toluene	800	160
Toxaphene	3	0.3
1,2,4–Trichlorobenzene	70	14
1,1,1–Trichloroethane	200	40
1,1,2–Trichloroethane	5	0.5
Trichloroethylene (TCE)	5	0.5
2,4,5–Trichlorophenoxy–propionic acid (2,4,5–TP)	50	5
1,2,3–Trichloropropane	60	12
Trifluralin	7.5	0.75
Trimethylbenzenes (1,2,4– and 1,3,5– combined)	480	96
Vanadium	30	6

Table 1 – Continued
Public Health Groundwater Quality Standards

Substance¹	Enforcement Standard (micrograms per liter – except as noted)	Preventive Action Limit (micrograms per liter – except as noted)
Vinyl chloride	0.2	0.02
Xylene ⁶	2 mg/l	0.4 mg/l

¹ Appendix I contains Chemical Abstract Service (CAS) registry numbers, common synonyms and trade names for most substances listed in Table 1.

² Total chlorinated atrazine residues includes parent compound and the following metabolites of health concern: 2-chloro-4-amino-6-isopropylamino-s-triazine (formerly deethylatrazine), 2-chloro-4-amino-6-ethylamino-s-triazine (formerly deisopropylatrazine) and 2-chloro-4,6-diamino-s-triazine (formerly diaminoatrazine).

³ Total coliform bacteria may not be present in any 100 ml sample using either the membrane filter (MF) technique, the presence-absence (P-A) coliform test, the minimal medium ONPG-MUG (MMO-MUG) test or not present in any 10 ml portion of the 10-tube multiple tube fermentation (MTF) technique.

⁴ "Cyanide, free" refers to the simple cyanides (HCN, CN⁻) and/or readily dissociable metal-cyanide complexes. Free cyanide is regulatorily equivalent to cyanide quantified by approved analytical methods for "amenable cyanide" or "available cyanide".

⁵ Dinitrotoluene, Total Residues includes the dinitrotoluene (DNT) isomers: 2,3-DNT, 2,4-DNT, 2,5-DNT, 2,6-DNT, 3,4-DNT and 3,5-DNT.

⁶ Xylene includes meta-, ortho-, and para-xylene combined.

Note: Consistent with the Department of Health Services' recommendation for the NR 140 ammonia standard, the department will use total ammonia, which is the sum of ionized ammonia and un-ionized ammonia in groundwater, in applying groundwater ammonia standards.

History: Cr. Register, September, 1985, No. 357, eff. 10-1-85; am. table 1, Register, October, 1988, No. 394, eff. 11-1-88; am. table 1, Register, September, 1990, No. 417, eff. 10-1-90; am. Register, January, 1992, No. 433, eff. 2-1-92; am. Table 1, Register, March, 1994, No. 459, eff. 4-1-94; am. Table 1, Register, August, 1995, No. 476, eff. 9-1-95; am. Table 1, Register, December, 1998, No. 516, eff. 1-1-99; am. Table 1, boron, Register, December, 1998, No. 516, eff. 12-31-99; am. Table 1, Register, March, 2000, No. 531, eff. 4-1-00; CR 03-063; am. Table 1, Register February 2004 No. 578, eff. 3-1-04; CR 02-095; am. Table 1, Register November 2006 No. 611, eff. 12-1-06; reprinted to correct errors in Table 1, Register January 2007 No. 613; CR 07-034; am. Table 1 Register January 2008 No. 625, eff. 2-1-08; CR 09-102; am. Table 1 Register December 2010 No. 660, eff. 1-1-11.

NR 140.12 Public welfare related groundwater standards. The groundwater quality standards for substances of public welfare concern are listed in Table 2.

Note: For each substance of public welfare concern, the preventive action limit is 50% of the established enforcement standard.

Table 2
Public Welfare Groundwater Quality Standards

Substance	Enforcement Standard (milligrams per liter – except as noted)	Preventive Action Limit (milligrams per liter – except as noted)
Chloride	250	125
Color	15 color units	7.5 color units
Foaming agents MBAS (Methylene-Blue Active Substances)	0.5	0.25
Iron	0.3	0.15
Manganese	0.05	0.025
Odor	3 (Threshold Odor No.)	1.5 (Threshold Odor No.)
Sulfate	250	125
Zinc	5	2.5

History: Cr. Register, September, 1985, No. 357, eff. 10-1-85; am. table 2, Register, October, 1990, No. 418, eff. 11-1-90; am. Table 2, Register, March, 1994, No. 459, eff. 4-1-94.

NR 140.14 Statistical procedures. (1) If a preventive action limit or an enforcement standard for a substance listed in Table 1 or 2, an alternative concentration limit issued in accordance with s. NR 140.28 or a preventive action limit for an indicator parameter established according to s. NR 140.20 (2) is attained or exceeded at a point of standards application:

(a) The owner or operator of the facility, practice or activity at which a standard is attained or exceeded shall notify the appropriate regulatory agency that a standard has been attained or exceeded; and

(b) The regulatory agency shall require a response in accordance with the rules promulgated under s. 160.21, Stats. No response shall be required if it is demonstrated to the satisfaction of the appropriate regulatory agency that a scientifically valid determination cannot be made that the preventive action limit or enforcement standard for a substance in Table 1 or 2 has been attained or exceeded based on consideration of sampling procedures or laboratory precision and accuracy, at a significance level of 0.05.

(2) The regulatory agency shall use one or more valid statistical procedures to determine if a change in the concentration of a

substance has occurred. A significance level of 0.05 shall be used for all tests.

(3) In addition to sub. (2), the following applies when a preventive action limit or enforcement standard is equal to or less than the limit of quantitation:

(a) If a substance is not detected in a sample, the regulatory agency may not consider the preventive action limit or enforcement standard to have been attained or exceeded.

(b) If the preventive action limit or enforcement standard is less than the limit of detection, and the concentration of a substance is reported between the limit of detection and the limit of quantitation, the regulatory agency shall consider the preventive action limit or enforcement standard to be attained or exceeded only if:

1. The substance has been analytically confirmed to be present in the same sample using an equivalently sensitive analytical method or the same analytical method, and

2. The substance has been statistically confirmed to be present above the preventive action limit or enforcement standard,

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In consideration of services provided by the City of Cedarburg ("City"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, the owner, operator or otherwise responsible party and their successors and assigns for the property from which lab sample number _____, (address of property) _____, was obtained agrees to indemnify and save and hold the City, its successors and assigns, harmless from and against any claim, damages, assessment, liability, loss, penalty, charge, cost or deficiencies including, but not limited to reasonable attorney fees and other costs and expenses, incidental monitorings, remedial actions, proceedings or investigations or the defense of any claim arising out of, resulting from or related to the disposal of sample number _____ in the City's sanitary sewer system and to pay the City on demand the full amount of any sum which the City pays or becomes obligated to pay on account of the disposal of any contaminants which existed in sample number _____.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their respective officers on the _____ day of _____, 19____.

APPROVED FOR RESPONSIBLE PARTY

APPROVED FOR CITY OF CEDARBURG

RESPONSIBLE PARTY

CITY OF CEDARBURG, a Wisconsin
municipal corporation
By: Director of Engineering & Public Works

Witness: _____

Attest: _____

City Clerk

Witness: _____

**CITY OF CEDARBURG
POLICY/PROCEDURE MANUAL**

SC-2

SUBJECT: SEWER MAXIMUM CHARGE—SINGLE FAMILY AND TWO-FAMILY
RESIDENTIAL UNITS

General: The following policy is established to assure a fair and reasonable charge for sewer usage during summer months by residential users.

This policy will be implemented by the Cedarburg Light and Water Facility, which prepares the billing for the sewer charges for the Water Recycling Center. Any request for deviation from this policy shall be reviewed by the Sewerage Commission on a case-by-case basis.

Procedure: During the winter season (billing months November through April) the customer is charged for the sewerage rate volume charge based on the amount of water used. All water used during the winter months is assumed to be transported by the sewer to the Water Recycling Center for processing and treatment.

In order to recognize that water consumption by residential users during the summer months may increase due to lawn watering, garden sprinkling, car washing or other outside uses where the water is not discharged to a sanitary sewer and, therefore, does not require treatment, a system of crediting customers is established under this procedure.

During the summer months (billing months May through October) a customer will pay sewerage volume charges up to their "Sewer Maximum", which is the average of the three highest previous winter month's water usage, or 6,000 gallons, whichever is greater.

If a customer only uses 3,000 gallons in July, the customer's water bill would be based on 3,000 gallons and so would the sewerage bill. In August, if the customer watered the lawn and used 8,000 gallons, the water bill would be based on 8,000 gallons but the sewage bill would be based on only 6,000 gallons. If the average of the three highest winter months was greater than 6,000 gallons, the sewerage charge would be based on the three-month average.

Approved: 8/25/94	Sewerage Commission
Adopted: 9/12/94	Common Council
Revised: 2/10/03	Common Council
Revised: 12/11/14	Sewerage Commission
Revised: 03/02/23	Sewerage Commission

**CITY OF CEDARBURG
POLICY/PROCEDURE MANUAL**

SUBJECT: SEWAGE CREDIT OR CHARGE METERS

SC-3

General: The purpose of this policy is to establish a procedure for sewage customers that consume potable water as part of their process or business that is not also discharged into the waste stream a method to measure only the water that is being discharged to the sanitary sewer system. Appendix "A" illustrates the configuration differences between a credit and charge meter.

In order to assure that each credit or charge meter is installed properly and measures either only non-sanitary flows, or sanitary only flows an application process and inspection program is required for credit or charge meter installations.

Procedure: Application for Credit or Charge Meter Installation

Applications for credit or charge meter installation will be initiated through the City Building Inspectors office. Upon receipt of the application for credit or charge meter, the City Building Inspector, Wastewater Superintendent or his/her designee and the Water Superintendent or his/her designee will review the application and make a thorough inspection of the premises to determine the following:

1. Confirm the location and function of all relevant water supply, process, and waste lines.
2. Confirm the proposed or determine the optimum location for each credit or charge meter with respect to function, accessibility, and relation with other meters.
3. Confirm the anticipated minimum, average and maximum flow rates, and pressures through the proposed credit or charge meter.
4. Discuss with the customer anticipated future expansions or modifications to the above-listed elements and confirm meter location applicability.
5. Confirm and discuss with the customer any other relevant information pertaining to the meter installation.
6. Discuss with the customer any changes or modifications needed to the application or its required documentation based on the site visit.

Installation of Credit or Charge Meter

Upon receipt of signed application and acceptance of the proposed installation plan by all parties, the City Building Inspector will provide written approval for credit or charge meter installation, the written approval will confirm or include the size, make, model and other necessary information for the customer to purchase the credit or charge meter. Acceptable credit meters are listed in appendix "B", an acceptable charge meter will be determined and approved on a case-by-case basis to ensure compatibility with the non-sanitary flow and the Water Utility's automated meter reading system. The customer will notify the City Building Inspector upon completion of the credit or charge meter installation.

Final Inspection

The City Building Inspector, Wastewater Superintendent or his/her designee, and the Water Superintendent or his/her designee will make a final inspection of all credit or charge meter installations to verify conformance with the approved application. The customer is required to provide an as-built drawing of the meter installation and adjacent piping, meters, etc.; installation date; meter size; pipe size; other pertinent information including all correspondence, reports, etc. This documentation package will be the basis of a final inspection and the commissioning of the meter at the premise.

On-Going Inspections

The City Building Inspector, Wastewater Superintendent or his/her designee, or the Water Superintendent or his/her designee will have full authority to reinspect any credit or charge meter installation at any time. Should City standards regarding credit or charge meters be modified, the City reserves the right to require all existing credit or charge meter installations be upgraded accordingly at the customer's expense.

Should the Building Inspector or Wastewater Superintendent or his/her designee or the Water Superintendent or his/her designee determine any credit or charge meter to be improperly installed, bypassed, or equipment modified, or in any way not in conformance with City standards or the as built drawings, the City reserves the right to terminate credit or charge meter usage and subject the customer to back charges not to exceed the credit or charge applied to the sewer bill accrued to the date of the previous City inspection of said meter.

The Wastewater Utility may require periodic testing of charge meters. The customer agrees to reimburse the Wastewater Utility for all testing costs. The customer is responsible for all maintenance of the meter and these maintenance records can be requested at any time by the Building Inspector, Wastewater Superintendent or his/her designee, or the Water Superintendent or his/her designee.

Approved: 9/28/95 Sewerage Commission
Adopted: 10/9/95 Common Council
Revised: 03/13/23 Sewerage Commission

APPENDIX A: CHARGE AND CREDIT METER CONFIGURATION DIAGRAMS

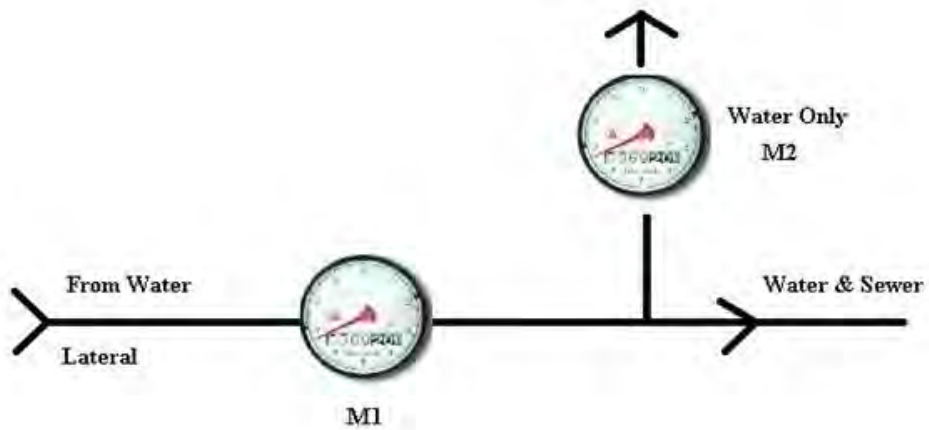


Figure 1: Credit Meter Configuration

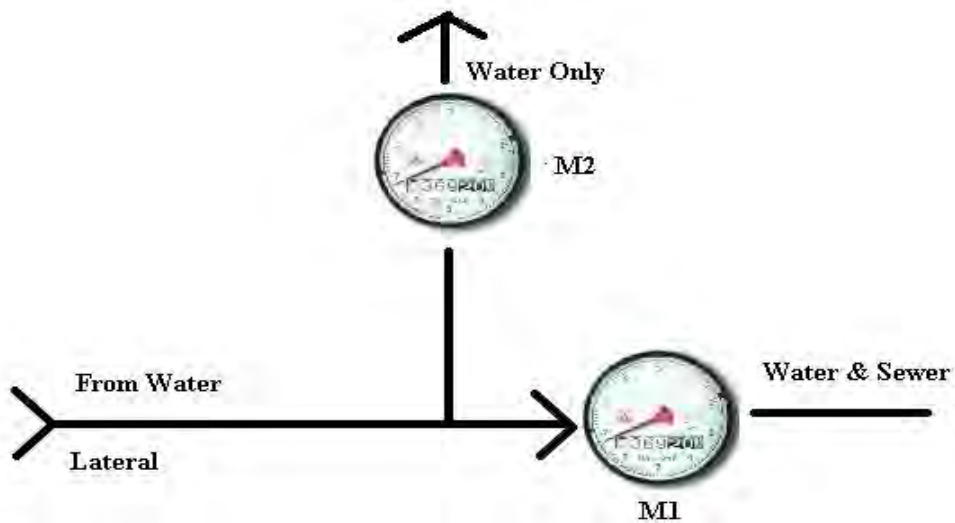


Figure 2: Charge Meter Configuration

APPENDIX B: ACCEPTABLE METER TYPES AND MODULES FOR CREDIT
METER CONFIGURATIONS

Meter Size	Meter Manufacturer	Meter Model	Water Module Model Number
3/4"	Sensus	Iperl	Honeywell EA Water Module -EW102800000 - VERSION 4
1"	Sensus	Iperl	Honeywell EA Water Module -EW102800000 - VERSION 4
1.5"	Sensus	Omni C2	Honeywell EA Water Module -EW102800000 - VERSION 4
2"	Sensus	Omni C2	Honeywell EA Water Module -EW102800000 - VERSION 4

from Highwood Drive to Cedar Ridge Drive; Highwood Drive from Bywater Lane to Woodland Road, and the Alley between Evergreen Boulevard and Franklin Avenue.

The City received 3 bids. Dorner came in at \$1,699,506.10 which was \$107,000 under the next bid. They are within budget at \$53,000 under the Engineer's estimate. They have done work for the City of Cedarburg in the past and we have been very happy with them.

Motion to accept Dorner by Commissioner Oakes, seconded by Commissioner Hester. The motion carried unanimously with Commissioner Beck and Commissioner Dries excused.

DISCUSSION ON THE PARKING ON HAMILTON ROAD; AND ACTION THEREON.

Hamilton Road is 31 feet wide (face of curb to face of curb) from Washington Avenue to the railroad tracks and 41 feet wide (face of curb to face of curb) east of the railroad tracks. Hamilton Road is classified as a Secondary Arterial with an average daily traffic of 1,800 vehicles per day. Currently there is parking on both sides of the road.

DOT design criteria would recommend a road width of 34 feet (face of curb to face of curb) for a Secondary Arterial Road. Commissioner Oakes also brought up the sunlight issue when traveling east on Hamilton Road. Parking during Mass is an issue. There are 40 spots in Arabelle that are shared with the church that can be used during mass.

The Commission discussed eliminating parking on the north side of Hamilton Road from Washington Avenue to Hilbert Avenue. Spots are currently taken away during festivals.

Motion by Commissioner Oakes to table this until it is discussed with the Council and citizens are notified that this is being considered. Seconded by Mayor O'Keefe. Motion carried unanimously to table this until the next meeting with Commissioner Beck and Commissioner Dries excused.

REVIEW THE SUMMER SEWER MAXIMUM CHARGE POLICY; AND ACTION THEREON.

During the summer months (May through October) one- or two-family residential customers will only pay sewer charges on the lesser of their actual water usage or their summer sewer maximum. The summer sewer maximum is whichever is greater 6,000 gallons or the average from the three highest winter months. This item was tabled from November.

The Commission discussed having 2 meters, one being a credit meter. Cost per meter is \$1,000. It was decided to keep the readings as they are.

Motion to keep the policy intact made by Mayor O'Keefe. Seconded by Commissioner Oakes. Motion carried unanimously with Commissioner Beck and Commissioner Dries excused.

REPORTS

UPDATE ON PUBLIC WORKS OPERATIONS

The crew is almost done with the trees and will be wrapping it up in the next two weeks.

The crew will be filling street cracks when Grafton is finished with the shared machine, along with working on potholes and street sweeping. The gate is still open for yard waste.

Superintendent Bublitz is waiting on confirmation when the new system will be ordered and put in place. The estimated cost is around \$15,000.

UPDATE ON WATER RECYCLING PLANT OPERATIONS AND DISCUSSION OF MONTHLY REPORTS

Plans have started for a new facility.

4.2 million gallons a day are being used; we are designed for 2.7.

Parts for the lift station project are not available.

IDENTIFY FUTURE AGENDA ITEMS

Hamilton Road Parking issue.

ADJOURNMENT

Motion made by Commissioner Hester, seconded by Commissioner Schumacher, to adjourn the meeting at 7:53 p.m. The motion carried unanimously with Commissioner Beck and Commissioner Dries excused.

Robin Van Dinter
Building Inspection/Public Works Secretary

DISCUSS AN UPDATE TO THE ACCEPTANCE OF CONTAMINATED GROUNDWATER AT THE WATER RECYCLING FACILITY POLICY; AND ACTION THERON

Superintendent Grulkowski stated that not much has changed on the policies other than some verbiage such as Water Recycling Center instead of Wastewater Plant. Contaminated ground water was referenced in the DNR charts from 1996. They since have changed so NR140.10 has now been incorporated with the limits and action plan limits as of June 2021.

DISCUSS AN UPDATE TO THE SEWERAGE CREDIT OR CHARGE METERS POLICY; AND ACTION THEREON

The Sewerage Credit and Water Meters policy has some verbiage changes and added illustrations, so residents understand if you are measuring sewerage going out or just water. Summer billing will not change. May to October is considered the summer months.

Commissioner Dries agreed with the current updates.

Council Member Verhaalen made a motion to approve the updated Acceptance of Contaminated Groundwater at the Recycling Facility policy. Seconded by Commissioner Hester. Motion carried with Mayor O'Keefe and Commissioner Beck excused.

Council Member Verhaalen made a motion to approve the updated Sewerage Credit or Charge Meters Policy. Seconded by Commissioner Hester. Motion carried unanimously with Mayor O'Keefe and Commissioner Beck excused.

REPORTS

UPDATE ON PUBLIC WORKS OPERATIONS

Road repair work was done on Washington Avenue and Lincoln Boulevard. Also, on Evergreen Boulevard to repair some of the potholes. The machine and process has been working good so far.

Street sweeping and tree planting both have been started for the season. Brush pick-up has begun as well and is more involved this time due to inclement weather.

Yard Waste gate update. The City has cards for the gate, but the software is not yet in. Follow up with the company has us at 2 to 3 weeks out.

There are cameras in the yard waste area to monitor illegal dumping.

UPDATE ON WATER RECYCLING PLANT OPERATION AND DISCUSSION OF MONTHLY REPORTS

Three million gallons a day are still being used; a couple of issues have been discovered

with some laterals. It is believed that the break occurred during construction on Park Circle.

IDENTIFY FUTURE AGENDA ITEMS

Hamilton Road Parking.
Left turn from Hamilton Road on to Washington Avenue.

Director Wieser advised that the DNR is coming at the end of April to do the storm water audit, as the City is next on the list.

ADJOURNMENT

Motion made by Commissioner Hester, seconded by Council Member Verhaalen, to adjourn the meeting at 8:00 p.m. The motion was carried unanimously with Mayor O'Keefe Commissioner Beck excused.

Robin D. Van Dinter
Administrative Assistant

CITY OF CEDARBURG

MEETING DATE: February 12, 2024

ITEM NO: 7.D.

TITLE: Discussion and possible action on issuance of 2024 Quadricycle License (Pedal Tavern) for North 48, contingent upon approval of vehicle safety inspection.

ISSUE SUMMARY: The 2024 renewal application for the Pedal Tavern license has been submitted to the City. As per City ordinance, the granting of the license renewal rests with the Council. As it gets closer to the first ride of the season, the vehicle will be inspected by the Police Department.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: application

INITIATED/REQUESTED BY: Tracie Sette, City Clerk

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

City of Cedarburg
Passenger Transportation Vehicle (Quadricycle)
Owner Application
W63 N645 Washington Avenue, P.O. Box 49
Cedarburg, WI 53012
(262) 375-7606

The licensing period for a Passenger Transportation Vehicle (Quadricycle) owner/operator's license begins January 1 and ends December 31 of that calendar year. Each application/renewal must be accompanied by:


- (1) A fee of \$30 per year;
- (2) A driver application for each quadricycle operator;
- (3) Certificate of Insurance; and
- (4) Vehicle safety inspections by the Police Department

Name of Business NORTH 48° INC.
Business Location (address, city, state, zip code) W62N599 WASHINGTON AVE.
CEDARBURG, WI 53012
Owner's Name(s) JORDAN COLE
Maiden Name _____ Is applicant a citizen of the United States ☒ Yes ☐ No
Home Address (address, city, state, zip code) 851 W. LASALLE AVE. GLENDALE, WI 53209
Business Telephone 262.421-8723 / Home Telephone 414.405.3773

Vehicle Information

Vehicle Identification Number	Name of Vehicle Manufacturer
<u>MEAT STICK</u>	<u>HET FIETS CAFE</u>

READ CAREFULLY BEFORE SIGNING: I declare under penalty of perjury that all of the above information is true and correct to the best of my knowledge and belief. I further acknowledge that I will follow the regulations set forth under Section 10-7-1 through 10-7-7 of the Code of Ordinances of the City of Cedarburg, WI (copy attached) and upon approval of the Common Council will submit the license fee of \$30 per vehicle payable to the City of Cedarburg.

 1.25.24
Signature of Applicant Date

For City Use Only

Date application and certificate of insurance received (copies attached): _____

Inspection approval of each vehicle by Chief of Police (copy attached of inspection for each vehicle by garage of applicant's choice): _____

Chief of Police _____ Date _____

Date of approval by Council: _____ Date Issued: _____ Date license fee received: _____
Amount: _____ License Number: _____

CITY OF CEDARBURG

MEETING DATE: February 12, 2024

ITEM NO: 7.E.

TITLE: Discussion and possible action on an amendment to the listing contract for HWY 60 Business Park broker services provided by Newmark

ISSUE SUMMARY: Newmark was selected in September 2020 to provide commercial broker services for the business park. The agents for Newmark are Curt Pitzen and Mitchell Starcynski. Per the contract they do not get payment unless a lot is sold. When a lot is sold, they receive an 8% commission if they are the only agents involved in the sale. If an external broker is involved, they would receive a 10% commission. The minimum commission is \$7,000 per acre or \$8,000 per acre if an outside agent procures a buyer. The contract was for a year and has since been extended annually. This amendment extends the contract for another year.

STAFF RECOMMENDATION: Staff recommends approving the amendment and to continue working with Newmark on the sale of the business park lots.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: 2020 Contract, 2024 Amendment

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**2 ■ **PROPERTY DESCRIPTION:** Street address is: _____ Tax Key #13022020000
3 in Section _____ in the City of Cedarburg, County of Ozaukee,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: None _____
7 _____8 ■ **NOT INCLUDED IN LIST PRICE:** Seller's and/or Tenant's personal property _____
9 _____10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**12 ■ **LIST PRICE:** _____ Dollars (\$89,900/Acre).13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal): _____
16 _____17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
18 has been assessed as agricultural property under use value law.19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20 _____21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 _____24 ■ **RIGHT OF FIRST REFUSAL:** There ~~(is)~~ (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.25 ■ **ZONING:** Seller represents that the property is zoned: **M-3 Business Park**26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity at the property28 _____; gas at the property; municipal sewer tbd based on development;29 municipal water tbd based on development; telephone at the property;

30 cable _____; other _____

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: _____34 _____ The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: _____36 _____ Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.42 ~~Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.~~43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**44 The following other buyers WILO and/or assigns _____45 _____ are excluded from this Listing until permanently _____46 **[INSERT DATE].** These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: To be determined
49 by MLG Commercial, LLC. (Exceptions if any): _____50 **COMMISSION** The Firm's commission shall be See Addendum A

51 _____

52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;

54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;

55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;

56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
 74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.

110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129 **CHECK ONLY ONE OF THE THREE BELOW:**

130 ☒ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141 **SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** None

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): All that is
 166 known by Broker about the property

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** ~~Seller agrees to complete the vacant land disclosure report provided by the~~
 206 ~~Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after~~
 207 ~~completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to~~
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 191-195.

NON-DISCRIMINATION Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

EARNEST MONEY If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

OCCUPANCY Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing. Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal property belonging to current tenants, sold to the buyer or left with the buyer's consent.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608)240-5830.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 293-312.

(1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 295 or 296.

Seller's recipient for delivery (optional): Mikko Hilvo, Tracie Sette & Mike O'Keefe

Firm's recipient for delivery (optional): Curt Pitzen & Mitchell Starczynski, Newmark Knight Frank

(2) **Fax:** fax transmission of the document or written notice to the following telephone number:

Seller: () Firm: ()

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296, for delivery to the party's delivery address at line 305 or 306.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line 305 or 306.

Delivery address for Seller: W63 N645 Washington Avenue, Cedarburg, WI 53012

Delivery address for Firm: 757 N. Broadway Street, Suite 700, Milwaukee, WI 53202

(5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically as required by federal law.

E-Mail address for Seller: mhilvo@ci.cedarburg.wi.us; tsette@ci.cedarburg.wi.us & mokeefe@ci.cedarburg.wi.us

E-Mail address for Firm: curt.pitzen@ngkf.com & mitchell.starczynski@ngkf.com

ADDITIONAL PROVISIONS See Addendum to WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL attached hereto.

ADDENDA The attached addenda Seller Disclosure Report-Vacant Land and Addendum A to WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL is/are made part of this Listing.

TERM OF THE CONTRACT From the 1st day of September, 2020, up to the earlier of midnight of the 31st day of December, 2021, or the conveyance of the entire Property.

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) Tracie Sette Tracie Sette
Seller's Signature ▲ Print Name } Tracie Sette, City Clerk

9/1/2020
Date ▲

(x) _____
Seller's Signature ▲ Print Name }

Date ▲

(x) _____
Seller's Signature ▲ Print Name }

Date ▲

(x) _____
Seller's Signature ▲ Print Name }

Date ▲

City of Cedarburg
Seller Entity Name (if any) Print Name ▲

(x) Mike O'Keefe
Authorized Signature ▲ Print Name & Title } Mike O'Keefe Mayor

9/1/2020
Date ▲

MLG Commercial, LLC d/b/a Newmark Knight Frank
Firm Name ▲

(x) _____
Agent's Signature ▲ Print Name } Curt J. Pitzen

Date ▲

**ADDENDUM A to
WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

The following terms and conditions shall be deemed to be a part of the foregoing attached WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL dated September 1, 2020 ("Listing Contract") between City of Cedarburg ("Seller") and MLG Commercial, LLC d/b/a Newmark Knight Frank ("Broker"), for the real estate located at Tax Key #13022020000, in the City of Cedarburg, Wisconsin ("Property"). The terms of this Addendum A shall supersede any conflicting provisions in the Listing Contract.

- 1) The Parties shall indemnify and hold each other harmless for any claim, loss, or damage, including attorney fees, incurred by the other in connection with offering the Listed Property caused by any act, omission, statement or failure to disclose information by the other Party.
- 2) Line 42: "Within seven days of the date" is replaced with "Upon execution".
- 3) Lines 50-51: The Firm's commission shall be 8% of the sale price at closing; 10% if an external broker or MLG Commercial, LLC agent other than Curt Pitzen or Mitchell Starczynski procures a Buyer(s). Commission shall be a minimum of \$7,000 per acre or \$8,000 per acre if an external broker or MLG Commercial, LLC agent other than Curt Pitzen or Mitchell Starczynski procures a Buyer(s).
- 4) Lines 205-2078: Section crossed out is replaced with: "The attached Seller Disclosure Report is incorporated by reference to this Listing Contract and represents Broker's compliance with Wisconsin Administrative Code Chapter RL 24. Owner is not required to provide Broker with written disclosure, but if Owner provides Broker with written disclosure, Owner agrees to promptly amend the written disclosure".
- 5) Line 263: "three" is changed to "fourteen".

Seller: City of Cedarburg

By:  Date: 09-01-20

Broker: MLG Commercial, LLC d/b/a Newmark Knight Frank

By: _____ Date: _____

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Tax Key #13022020000
IN THE _____ City _____
(CITY) (VILLAGE) (TOWN) OF Cedarburg, COUNTY OF
Ozaukee STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|-------------------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| C4. Are you aware of a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

E21. Explanation of "yes" responses

Business Park will have covenants for building construction & landscaping.

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Electricity _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Municipal water _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Telephone _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Cable television _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Natural gas _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Municipal sewer _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Are you aware of other defects affecting the property?
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The owner has owned the property for _____ years. | | | |
| F11. Explanation of "yes" responses _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Mick Hlub - City Administrator Date 9/9/20
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person Mick Hlub City Administrator Items _____ Date 9/9/20
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in *italics* is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated September 1, 2020, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) _____ **Tax Key #13022020000**
3 _____ in the _____ **City** of
4 **Cedarburg**, County of **Ozaukee**, Wisconsin is amended as follows:
5 The list price is changed from \$ _____ to \$ _____.
6 The expiration date of the contract is changed from midnight **December 31**, 2023
7 to midnight **December 31**, 2024.
8 The following items are (added to)(deleted from) **STRIKE ONE** the list of property to be included in the list price:
9 _____
10 _____

11 Other: 1) Owner is hereby notified that in consideration of the mutual promises
12 set forth herein and for good and valuable consideration of one dollar (\$1.00),
13 the receipt and sufficiency of which is hereby acknowledged, the listing
14 contract is reinstated as set forth in lines 6 & 7 above.
15 2) Owner's entity is City of Cedarburg.
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 **MLG Commercial, LLC d/b/a Newmark**

36 Firm Name ▲

37

(x) _____
Seller's/Owner's Signature Date ▲

Print name ▲ **Tracie Sette, City Clerk**

38 (x) _____

39 By Agent for Firm ▲ Date ▲

40 Print name ▶ **Curt J. Pitzen**

(x) _____
Seller's/Owner's Signature ▲ Date ▲

Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) _____
46 Supervising Broker's Signature ▲ Print name ▶ _____ Date ▲

Form
AT-106

Original Alcohol Beverage
License Application

FOR CLERKS ONLY	
Municipality	
License Period	

License(s) Requested

- ☐ Class "A" Beer \$ _____
- ☒ Class "B" Beer \$ 100 *prorated to \$33*
- ☐ "Class C" Wine \$ _____
- ☒ Reserve "Class B" Liquor \$ 10,000
- ☐ "Class A" Liquor \$ _____
- ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (Cider Only) \$ _____
- ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$10,033.00
Publication Fee	\$ 20.00
Background Check	\$
Total Fees	\$10,053.00

pd. 11/6/24

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

La Cantina Hermanos LLC

2. Trade Name or DBA

La Cantina Mexican Restaurant

3. Premises Address

W63N170 Washington Ave Cedarburg WI 53012

4. County

Ozaukee

5. Municipality

6. Aldermanic District

7. Mailing Address (if different from premises address)

816 MacFarlane Rd Portage WI 53901

8. FEIN

93-4825182

9. Wisconsin Seller's Permit Number

456-1031547462-04

10. Premises Phone

(608) 512-6186

11. Premises Email

Aranda1208@gmail.com

12. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

Bar area, dining area, office, liquor storage room and cooler.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

CITY OF CEDARBURG
W63 N645 Washington Avenue
P.O. Box 49
Cedarburg, WI 53012

City Clerk

(262) 375-7606
FAX (262) 375-7906

APPLICATION FOR FESTIVAL CELEBRATION PERMIT

Name of Festival Strawberry Festival

Date(s) June 22-23, 2024 Starting Time(s) 10am Ending Time(s) 9:00pm Saturday
5:00pm Sunday

Name of Committee Festivals of Cedarburg Inc.

Address PO Box 406 Cedarburg, WI 53012
Street City State

Chairperson of Festival Cori Rice Kaminsky

Address PO Box 406 Cedarburg, WI Telephone 262-377-3891
Street City State

PERMIT FEE: \$300 1/17/24

[Signature] Signature of Chairperson Date 1/17/24

FOR OFFICE USE ONLY

City Clerk's Office

- ☒ Certificate of Insurance provided
- ☒ Map of festival area provided
- ☒ List of Festival Cmte. members, sponsors, and participants
- 1/29/24 Date of Common Council approval
- ☒ Permit fee paid
- ☐ Date Permit issued
- ☒ Application(s) for Special Class B License(s) received & approved (if applicable)
- N/A Application(s) for Block Party(s) approved (if applicable)
- N/A Application for rental of City Hall meeting rooms approved (if applicable)

City Administrator

Recreation Department

- ☐ Application for rental of City Park approved (if applicable)
- ☐ Application for rental of Community Center approved (if applicable)
- ☐ Application for rental of City Hall lawn approved (if applicable)

Police Department

- ☐ Additional Police Officers approved (if applicable)
- ☐ List of booth locations and special parking provisions

Public Works Department

- ☐ Work order for Public Works services received (if applicable)

City Treasurer's Office

- ☐ Invoice date (if applicable)
- ☐ Payment received (due within 30 days) Senior Center
- ☐ Senior Parking

Fire Department

- ☐ Approval for health & safety (if applicable)

CITY OF CEDARBURG
W63 N645 Washington Avenue
P.O. Box 49
Cedarburg, WI 53012

City Clerk

(262) 375-7606
FAX (262) 375-7906

APPLICATION FOR FESTIVAL CELEBRATION PERMIT

Name of Festival Wine & Harvest Festival

Date(s) 9/21 - 9/22/24 Starting Time(s) 10am Ending Time(s) 9:00pm Saturday
5:00pm Sunday

Name of Committee Festivals of Cedarburg Inc.

Address PO Box 406 Cedarburg, WI 53012
Street City State

Chairperson of Festival Cori Rize Kaminsky

Address PO Box 406 Cedarburg, WI 53012 Telephone 262-372-3891
Street City State

PERMIT FEE: \$300 pd. 1/17/24

[Signature] Date 1/17/24
Signature of Chairperson

FOR OFFICE USE ONLY

City Clerk's Office

- ☒ Certificate of Insurance provided
- ☒ Map of festival area provided
- ☒ List of Festival Cmte. members, sponsors, and participants
- 1/29/24 ☒ Date of Common Council approval
- ☒ Permit fee paid
- ☐ Date Permit issued
- ☒ Application(s) for Special Class B License(s) received & approved (if applicable)
- N/A ☐ Application(s) for Block Party(s) approved (if applicable)
- N/A ☐ Application for rental of City Hall meeting rooms approved (if applicable)

City Administrator

Recreation Department

- ☐ Application for rental of City Park approved (if applicable)
- ☐ Application for rental of Community Center approved (if applicable)
- ☐ Application for rental of City Hall lawn approved (if applicable)

Police Department

- ☐ Additional Police Officers approved (if applicable)
- ☐ List of booth locations and special parking provisions

Public Works Department

- ☐ Work order for Public Works services received (if applicable)

City Treasurer's Office

- ☐ Invoice date (if applicable)
- ☐ Payment received (due within 30 days)

***** Senior Center

Fire Department

- ☐ Approval for health & safety (if applicable)

Senior Parking

CITY OF CEDARBURG
W63 N645 Washington Avenue
P.O. Box 49
Cedarburg, WI 53012

City Clerk

(262) 375-7606
FAX (262) 375-7906

APPLICATION FOR FESTIVAL CELEBRATION PERMIT

Name of Festival Oktoberfest

Date(s) October 5-6 2024 Starting Time(s) 10am Ending Time(s) 9pm Saturday 5pm Sunday

Name of Committee Festivals of Cedarburg Inc.

Address PO Box 406 Cedarburg WI 53012
Street City State

Chairperson of Festival Cori Rice Karinsky

Address PO Box 406 Cedarburg, WI 53012 Telephone 262-377-3891
Street City State

PERMIT FEE: \$300 pd. 1/17/24
[Signature] Date 1/17/24
Signature of Chairperson

FOR OFFICE USE ONLY

City Clerk's Office

- ☐ Certificate of Insurance provided
☒ Map of festival area provided
☒ List of Festival Cmte. members, sponsors, and participants
1/29/24 Date of Common Council approval
☒ Permit fee paid
☐ Date Permit issued
☒ Application(s) for Special Class B License(s) received & approved (if applicable)
N/A Application(s) for Block Party(s) approved (if applicable)
N/A Application for rental of City Hall meeting rooms approved (if applicable)

City Administrator

Recreation Department

- ☐ Application for rental of City Park approved (if applicable)
☐ Application for rental of Community Center approved (if applicable)
☐ Application for rental of City Hall lawn approved (if applicable)

Police Department

- ☐ Additional Police Officers approved (if applicable)
☐ List of booth locations and special parking provisions

Public Works Department

- ☐ Work order for Public Works services received (if applicable)

City Treasurer's Office

- ☐ Invoice date (if applicable)
☐ Payment received (due within 30 days)

*****Senior Center

Fire Department

- ☐ Approval for health & safety (if applicable)

☐ Senior Parking

02/07/2024 09:04 AM
User: mrusso
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 1/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
01/26/2024	PWBDD	45987	ABLE DISTRIBUTING	REPAIR AND MAINTENANCE	500240	555510	80.94
				REPAIR AND MAINTENANCE	500240	555510	94.50
				CHECK PWBDD 45987 TOTAL FOR FUND 100:			175.44
01/26/2024	PWBDD	45991*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.15
				TELEPHONE/COMMUNICATIONS	500225	533210	88.15
				CHECK PWBDD 45991 TOTAL FOR FUND 100:			182.30
01/26/2024	PWBDD	45993*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	124.61
				MAINTENANCE PARTS	500353	533210	31.12
				MAINTENANCE PARTS	500353	533210	2.88
				CHECK PWBDD 45993 TOTAL FOR FUND 100:			158.61
01/26/2024	PWBDD	45995	BLAIN'S FARM & FLEET	MAINT/CONTRACTED SERVICES	500290	555510	184.46
01/26/2024	PWBDD	45997	BRAUN TK ELEVATOR	REPAIR AND MAINTENANCE	500240	518100	269.07
01/26/2024	PWBDD	45998*#	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,053.92
				DUE TO L&W IMPACT FEES	256201	000000	2,053.92
				CHECK PWBDD 45998 TOTAL FOR FUND 100:			4,107.84
01/26/2024	PWBDD	46000*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	513100	9.15
				TELEPHONE/COMMUNICATIONS	500225	513200	9.14
				TELEPHONE/COMMUNICATIONS	500225	514100	38.43
				INTERNET	500220	514700	1,100.29
				TELEPHONE/COMMUNICATIONS	500225	515400	15.75
				TELEPHONE/COMMUNICATIONS	500225	515600	23.15
				TELEPHONE/COMMUNICATIONS	500225	518100	49.99
				TELEPHONE/COMMUNICATIONS	500225	518100	62.18
				TELEPHONE/COMMUNICATIONS	500225	522110	430.50
				TELEPHONE/COMMUNICATIONS	500225	522310	15.75
				INTERNET	500220	522410	149.98
				TELEPHONE/COMMUNICATIONS	500225	522410	23.06
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 2/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				OPERATING SUPPLIES	500350	533210	163.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.25
				INTERNET	500220	555510	163.98
				INTERNET	500220	555510	107.98
				INTERNET	500220	555510	128.00
				TELEPHONE/COMMUNICATIONS	500225	566310	15.75
				CHECK PWBDD 46000 TOTAL FOR FUND 100:			2,575.71
01/26/2024	PWBDD	46001	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	120.00
01/26/2024	PWBDD	46004#	COMPLETE OFFICE OF WISCONSIN	OPERATING SUPPLIES	500350	518100	16.34
				OPERATING SUPPLIES	500350	533210	86.65
				OPERATING SUPPLIES	500350	533210	16.34
				CHECK PWBDD 46004 TOTAL FOR FUND 100:			119.33
01/26/2024	PWBDD	46006	DAN KRALL & CO. INC.	MAINTENANCE PARTS	500353	533210	330.55
01/26/2024	PWBDD	46007	DISCOVERY COACH	OTHER EXPENSES - DEP FOR TRIP 8.22.24	500390	555140	50.00
01/26/2024	PWBDD	46008	EMR, LLC	MAINTENANCE PARTS	500353	533210	1,002.11
				MAINTENANCE PARTS	500353	533210	802.49
				CHECK PWBDD 46008 TOTAL FOR FUND 100:			1,804.60
01/26/2024	PWBDD	46009	FORESTRY SUPPLIERS	REPAIR AND MAINTENANCE	500240	555510	133.88
01/26/2024	PWBDD	46011*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	29.69
01/26/2024	PWBDD	46012#	GRAINGER	REPAIR AND MAINTENANCE	500240	518100	222.61
				REPAIR AND MAINTENANCE	500240	555510	311.32
				MAINT/CONTRACTED SERVICES	500290	555510	396.52
				CHECK PWBDD 46012 TOTAL FOR FUND 100:			930.45
01/26/2024	PWBDD	46013*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	1,970.50
				ATTORNEY/CONSULTANT	500212	522110	86.00
				ATTORNEY/CONSULTANT	500212	522110	160.00

02/07/2024 09:04 AM		CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG					Page 3/11	
User: mrusso		CHECK DATE FROM 01/20/2024 - 02/02/2024						
DB: Cedarburg		Banks: PWBDD						
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount	
Fund: 100 GENERAL FUND				CHECK PWBDD 46013 TOTAL FOR FUND 100:			2,216.50	
01/26/2024	PWBDD	46014	JOHNSON CONTROLS SECURITY SOLU	REPAIR AND MAINTENANCE	500240	518100	404.96	
01/26/2024	PWBDD	46022	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	644.67	
01/26/2024	PWBDD	46025	NORTH SHORE BANK	SICK PAY OUT	500135	514100	24,135.98	
01/26/2024	PWBDD	46026	OLSEN'S PIGGLY WIGGLY	MAINTENANCE SUPPLIES	500340	533450	149.40	
01/26/2024	PWBDD	46027#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	560.00	
				PROFESSIONAL SERVICES	500210	514700	665.00	
				EQUIPMENT/SOFTWARE	500380	514700	750.00	
				ATTORNEY/CONSULTANT	500212	522110	996.08	
				TELEPHONE/COMMUNICATIONS	500225	522110	80.00	
				REPAIR AND MAINTENANCE	500240	522110	1,459.00	
				OFFICE SUPPLIES	500310	522110	105.00	
				CHECK PWBDD 46027 TOTAL FOR FUND 100:			4,615.08	
01/26/2024	PWBDD	46031	PLUMBING INSPECTORS ASSOC.	PROF PUBLICATIONS AND DUES	500320	522310	40.00	
01/26/2024	PWBDD	46034	SAMUAL PETERS	AWARDS, SUPPLIES	500343	519200	25.00	
01/26/2024	PWBDD	46036	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	685.31	
01/26/2024	PWBDD	46038	TRANSUNION RISK AND ALTERNATIVE	PROFESSIONAL SERVICES	500210	522310	75.00	
01/26/2024	PWBDD	46039	U. S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	513200	178.00	
01/26/2024	PWBDD	46041	ULINE	RECYCLING EXPENSES	500344	533730	112.90	
01/26/2024	PWBDD	46044*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	472.77	
				NATURAL GAS-0713912926-00006	500224	518100	472.77	
				NATURAL GAS-0713912926-00001	500224	518100	751.67	
				NATURAL GAS-0711276804-00002	500224	522100	910.94	
				NATURAL GAS-0711276804-00001	500224	522100	15.23	
				NATURAL GAS-0713912926-00004	500224	522410	116.38	
				NATURAL GAS-0713912926-00009	500224	533210	1,418.46	
				NATURAL GAS-0707973696-00001	500224	555510	138.44	
				NATURAL GAS-0719886467-00001	500224	555510	205.52	
				CHECK PWBDD 46044 TOTAL FOR FUND 100:			4,500.00	

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 4/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND				CHECK PWBDD 46044 TOTAL FOR FUND 100:			4,502.18
01/26/2024	PWBDD	46045	WISCONSIN HUMANE SOCIETY	ANIMAL POUND	500213	522110	30.00
01/26/2024	PWBDD	46046#	WM CORPORATE SERVICES, INC	PUBLIC WORKS FEES	463101	000000	200.00
				MAINT/CONTRACTED SERVICES	500290	533710	44,697.20
				MAINT/CONTRACTED SERVICES	500290	533730	20,994.46
				CHECK PWBDD 46046 TOTAL FOR FUND 100:			65,891.66
02/02/2024	PWBDD	46049	ANDREW LAU	TAXES RECEIVABLE	121100	000000	217.75
02/02/2024	PWBDD	46051	AT&T	TELEPHONE/COMMUNICATIONS	500225	522110	100.97
02/02/2024	PWBDD	46052*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,190.67
				TELEPHONE/COMMUNICATIONS	500225	522310	140.64
				TELEPHONE/COMMUNICATIONS	500225	522410	116.11
				TELEPHONE/COMMUNICATIONS	500225	533210	105.06
				TELEPHONE/COMMUNICATIONS	500225	533210	77.16
				TELEPHONE/COMMUNICATIONS	500225	555510	91.64
				CHECK PWBDD 46052 TOTAL FOR FUND 100:			1,721.28
02/02/2024	PWBDD	46054#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	522120	61.19
				MAINTENANCE SUPPLIES	500340	522410	29.67
				MAINTENANCE PARTS	500353	533210	23.38
				REPAIR AND MAINTENANCE	500240	555510	37.64
				CHECK PWBDD 46054 TOTAL FOR FUND 100:			151.88
02/02/2024	PWBDD	46055*#	CEDARBURG LIGHT & WATER	TAXES RECEIVABLE	121100	000000	235.48
				DUE TO L&W IMPACT FEES	256201	000000	2,107.32
				DUE TO L&W IMPACT FEES	256201	000000	2,107.32
				CHECK PWBDD 46055 TOTAL FOR FUND 100:			4,450.12
02/02/2024	PWBDD	46057	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	522110	183.48
02/02/2024	PWBDD	46058	CORELOGIC-CENTRALIZED REFUNDS	TAXES RECEIVABLE	121100	000000	1,341.37
02/02/2024	PWBDD	46059	CORNERSTONE ONE, LLC	REPAIR AND MAINTENANCE	500240	522100	333.93

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 5/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/02/2024	PWBDD	46060	DAN KRALL & CO. INC.	MAINTENANCE PARTS	500353	533210	3,489.50
02/02/2024	PWBDD	46062	DIANE REDMAN	PROFESSIONAL SERVICES - QIGONG JANUARY	500210	555140	16.00
02/02/2024	PWBDD	46063	ENERCON, INC.	REPAIR AND MAINTENANCE	500240	533730	4,025.00
02/02/2024	PWBDD	46064	ENGINEERED SECURITY SOLUTIONS	PROFESSIONAL SERVICES	500210	514700	1,652.73
02/02/2024	PWBDD	46066	GHL PROPERTIES	OVERPAYMENT OF TAXES	261400	000000	6,501.20
02/02/2024	PWBDD	46067	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	555510	28.76
02/02/2024	PWBDD	46068	GUETZKE & ASSOCIATES, INC.	PROFESSIONAL SERVICES	500210	533210	140.00
02/02/2024	PWBDD	46069	JACQUELINE E.W.JANZ	PROFESSIONAL SERVICES - MINDFUL JANUARY	500210	555140	16.00
02/02/2024	PWBDD	46070	JOHN E ZARLING	TAXES RECEIVABLE	121100	000000	217.75
02/02/2024	PWBDD	46071	JONATHAN CENSKY	PROFESSIONAL SERVICES	500210	515400	6,255.54
02/02/2024	PWBDD	46072	LUEDERS LAWN SEEDING & TRUCKING,	PROFESSIONAL SERVICES	500210	533450	4,500.00
02/02/2024	PWBDD	46073	MEQUON LAWN & GARDEN	MAINTENANCE PARTS	500353	533210	464.63
				MAINTENANCE PARTS	500353	533210	3,416.25
				CHECK PWBDD 46073 TOTAL FOR FUND 100:			3,880.88
02/02/2024	PWBDD	46074	MID-STATE EQUIPMENT	MAINTENANCE SUPPLIES	500340	533450	776.13
02/02/2024	PWBDD	46075	MSDS ONLINE INC	EQUIPMENT/SOFTWARE	500380	514700	2,654.82
02/02/2024	PWBDD	46077	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	36.25
02/02/2024	PWBDD	46078	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	4,898.99
				FUEL INVENTORY	161500	000000	4,642.65
				CHECK PWBDD 46078 TOTAL FOR FUND 100:			9,541.64
02/02/2024	PWBDD	46081	ROTARY CLUB OF CEDARBURG	PROF PUBLICATIONS AND DUES	500320	522110	285.00
02/02/2024	PWBDD	46082	SUNSET LAW ENFORCEMENT	EQUIPMENT OUTLAY	500380	522120	1,341.50
				EQUIPMENT OUTLAY	500380	522120	2,495.19

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 6/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 46082 TOTAL FOR FUND 100:			3,836.69
02/02/2024	PWBDD	46083	TAKAKO WILLDEN	PROFESSIONAL SERVICES - CHAIR YOGA JAN	500210	555140	132.00
02/02/2024	PWBDD	46085	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
02/02/2024	PWBDD	46088	WISCONSIN DEPT OF JUSTICE-TIME	TELEPHONE/COMMUNICATIONS	500225	522110	460.50
02/02/2024	PWBDD	46089#	WISCONSIN POLICE LEADERSHIP	TRAVEL & TRAINING	500330	522110	275.00
				TRAVEL & TRAINING	500330	522120	325.00
				TRAVEL & TRAINING	500330	522130	325.00
				CHECK PWBDD 46089 TOTAL FOR FUND 100:			925.00
				Total for fund 100 GENERAL FUND			172,816.39
Fund: 200 CEMETERY FUND							
01/26/2024	PWBDD	45998*#	CEDARBURG LIGHT & WATER	ELECTRIC	500222	544210	0.36
01/26/2024	PWBDD	46018	MARY JOST	CEMETERY PROPERTY SALES	465500	000000	450.00
02/02/2024	PWBDD	46055*#	CEDARBURG LIGHT & WATER	ELECTRIC	500222	544210	20.47
				Total for fund 200 CEMETERY FUND			470.83
Fund: 220 RECREATION PROGRAMS FUND							
01/26/2024	PWBDD	45999	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	440.00
				SCHOOL DISTRICT FEES	500228	555390	840.00
				SCHOOL DISTRICT FEES	500228	555390	840.00
				CHECK PWBDD 45999 TOTAL FOR FUND 220:			2,120.00
01/26/2024	PWBDD	46000*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
01/26/2024	PWBDD	46017	MARIE MCCORMICK	SUMMER SOCCER	467329	000000	55.00
01/26/2024	PWBDD	46019	MASTER PRINTWEAR	SOLAR RECREATION	500356	555390	1,641.00
				POMS EXPENSES	500394	555390	160.00
				CHECK PWBDD 46019 TOTAL FOR FUND 220:			1,801.00
54 of 62				Total for fund 220 RECREATION PROGRAMS FUND			4,006.50

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 7/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 231 AMERICAN RESCUE PLAN ACT							
02/02/2024	PWBDD	46076*#	MUELLER COMMUNICATIONS, LLC	GRANT EXPENDITURES	500331	566721	8,484.36
Total for fund 231 AMERICAN RESCUE PLAN ACT							8,484.36
Fund: 240 SWIMMING POOL FUND							
01/26/2024	PWBDD	46000*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	227.97
				TELEPHONE/COMMUNICATIONS	500225	555320	41.45
CHECK PWBDD 46000 TOTAL FOR FUND 240:							269.42
01/26/2024	PWBDD	46044*#	WE ENERGIES	NATURAL GAS-0719900042-00001	500224	555320	28.05
				NATURAL GAS-0716746085-00001	500224	555320	10.89
CHECK PWBDD 46044 TOTAL FOR FUND 240:							38.94
Total for fund 240 SWIMMING POOL FUND							308.36
Fund: 260 LIBRARY FUND							
01/26/2024	PWBDD	45988	ACE HANDYMAN SERVICES	REPAIR AND MAINTENANCE	500240	555110	900.00
01/26/2024	PWBDD	45991*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
01/26/2024	PWBDD	45992	BAKER & TAYLOR BOOKS	DONATION EXPENDITURES	500322	555110	79.93
01/26/2024	PWBDD	45993*#	BEYER'S HARDWARE	OFFICE SUPPLIES	500310	555110	11.10
01/26/2024	PWBDD	46000*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	202.96
01/26/2024	PWBDD	46003	COAST TO COAST SOLUTIONS	DONATION EXPENDITURES	500322	555110	414.22
01/26/2024	PWBDD	46005	CULLIGAN OF WEST BEND	MAINT/CONTRACTED SERVICES	500290	555110	85.60
01/26/2024	PWBDD	46011*#	GRAFTON ACE HARDWARE	OFFICE SUPPLIES	500310	555110	84.22
01/26/2024	PWBDD	46013*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	555110	172.00
01/26/2024	PWBDD	46016	KENT ADHESIVE PRODUCTS CO.	OFFICE SUPPLIES	500310	555110	133.90
01/26/2024	PWBDD	46023	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	428.33

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 8/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
01/26/2024	PWBDD	46044*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	942.88
01/26/2024	PWBDD	46047	WORLD BOOK, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,560.92
02/02/2024	PWBDD	46061	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	41.53
02/02/2024	PWBDD	46065	ENVISIONWARE INC	MAINT/CONTRACTED SERVICES	500290	555110	8,519.84
02/02/2024	PWBDD	46086	VISUAL IMAGE PHOTOGRAPHY, INC.	PRINTING-NEWSLETTERS, ETC	500313	555110	399.00
Total for fund 260 LIBRARY FUND							14,106.89
Fund: 270 FIRE DEPT & EMS							
01/26/2024	PWBDD	45989	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	128.32
01/26/2024	PWBDD	45991*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	90.72
01/26/2024	PWBDD	45993*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	4.49
				OPERATING SUPPLIES	500350	522500	20.69
CHECK PWBDD 45993 TOTAL FOR FUND 270:							25.18
01/26/2024	PWBDD	45994	BILL ESSELMANN	OPERATING SUPPLIES	500350	522500	92.25
				OPERATING SUPPLIES	500350	522500	92.25
CHECK PWBDD 45994 TOTAL FOR FUND 270:							184.50
01/26/2024	PWBDD	45996	BMO HARRIS BANK N.A.	OFFICE SUPPLIES ZOOM	500310	522500	37.96
01/26/2024	PWBDD	46000*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	341.87
				TELEPHONE/COMMUNICATIONS	500225	522500	228.75
				TELEPHONE/COMMUNICATIONS	500225	522500	15.50
CHECK PWBDD 46000 TOTAL FOR FUND 270:							586.12
01/26/2024	PWBDD	46010	GALLS, LLC	UNIFORMS	500346	522500	81.53
01/26/2024	PWBDD	46015	KATRINA SCHOEN	TRAVEL & TRAINING	500330	522500	372.00
01/26/2024	PWBDD	46021	MILWAUKEE AREA TECHNICAL	TRAVEL & TRAINING	500330	522500	3,725.47
01/26/2024	PWBDD	46030	PENFLEX ACTUARIAL SERVICES, LLC	PROFESSIONAL SERVICES	500210	522500	1,000.00

02/07/2024 09:04 AM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 9/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
01/26/2024	PWBDD	46032	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	522500	138.51
01/26/2024	PWBDD	46033	RICOH USA, INC.	MAINT/CONTRACTED SERVICES	500290	522500	43.13
01/26/2024	PWBDD	46040	UBS FINANCIAL SERVICES	RETIREMENT	500152	522500	20,126.40
01/26/2024	PWBDD	46044*#	WE ENERGIES	NATURAL GAS07139812926-00008	500224	522500	678.79
				NATURAL GAS-0713912926-00003	500224	522500	1,062.63
				CHECK PWBDD 46044 TOTAL FOR FUND 270:			1,741.42
02/02/2024	PWBDD	46052*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	431.08
02/02/2024	PWBDD	46076*#	MUELLER COMMUNICATIONS, LLC	OPERATING EXPENSES	500235	522500	726.86
02/02/2024	PWBDD	46084	TOTAL ENERGY SYSTEMS	OPERATING SUPPLIES	500350	522500	790.00
Total for fund 270 FIRE DEPT & EMS							30,229.20
Fund: 350 TIF DISTRICT FUND #4							
01/26/2024	PWBDD	46013*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	924.50
Total for fund 350 TIF DISTRICT FUND #4							924.50
Fund: 353 TIF DISTRICT #6							
01/26/2024	PWBDD	46013*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	536.50
Total for fund 353 TIF DISTRICT #6							536.50
Fund: 400 CAPITAL IMPROVEMENTS FUND							
01/26/2024	PWBDD	46013*#	HOUSEMAN & FEIND, LLP	PROCHNOW	500841	533750	364.50
01/26/2024	PWBDD	46042	VANTAGE FINANCIAL,LLC	DEBT SERVICE - PRINCIPAL	500610	581500	3,592.26
				DEBT SERVICE - INTEREST	500620	581500	15.74
				CHECK PWBDD 46042 TOTAL FOR FUND 400:			3,608.00
01/26/2024	PWBDD	46043	VILLAGE OF GRAFTON	EQUIP REPLACEMENT	500880	533210	6,500.00
02/02/2024	PWBDD	46048	AECOM TECHNICAL SERVICES INC	STORMWATER IMPROVEMENTS	500475	533440	12,096.93

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 01/20/2024 - 02/02/2024
Banks: PWBDD

Page 10/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 400 CAPITAL IMPROVEMENTS FUND							
02/02/2024	PWBDD	46053	AXON ENTERPRISE INC	OFFICER EQUIPMENT	500724	522120	12,788.40
				OFFICER EQUIPMENT	500724	522120	24,256.51
				CHECK PWBDD 46053 TOTAL FOR FUND 400:			37,044.91
02/02/2024	PWBDD	46079*#	R.A. SMITH NATIONAL	DUE FROM LIGHT & WATER	156200	000000	444.08
				STREET IMPROVEMENTS	500854	533311	639.13
				STORMWATER IMPROVEMENTS	500475	533440	203.76
				CHECK PWBDD 46079 TOTAL FOR FUND 400:			1,286.97
02/02/2024	PWBDD	46080	RAMBOLL AMERICAS ENGINEERING	DAM STUDIES	500874	533750	2,000.00
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			62,901.31
Fund: 601 WATER RECYCLING CENTER							
01/26/2024	PWBDD	45990	APPLIED INDUSTRIAL TECHNOLOGIE	MAINTENANCE SUPPLIES	500340	573830	2,220.01
01/26/2024	PWBDD	45991*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
01/26/2024	PWBDD	45998*#	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,710.55
01/26/2024	PWBDD	46000*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	62.00
				TELEPHONE/COMMUNICATIONS	500225	573825	149.98
				CHECK PWBDD 46000 TOTAL FOR FUND 601:			211.98
01/26/2024	PWBDD	46002	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	118.81
01/26/2024	PWBDD	46020	MEAD & HUNT INC.	2023 GIS SUPPORT AND BACKUP SERVICES	500215	573850	1,624.00
01/26/2024	PWBDD	46024	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	231.60
01/26/2024	PWBDD	46029	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
01/26/2024	PWBDD	46035	SES LLC	MAINTENANCE SUPPLIES	500340	573830	700.25
01/26/2024	PWBDD	46037	SYMBIONT	ENGINEERING FOR ADAPTIVE MANAGEMENT	500383	573835	1,235.00
				ENGINEERING FOR ADAPTIVE MANAGEMENT	500383	573835	1,281.00
				CHECK PWBDD 46037 TOTAL FOR FUND 601:			2,516.00

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Banks: PWBDD

Page 11/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
01/26/2024	PWBDD	46044*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	19.22
				NATURAL GAS-0713182701-00001	500224	573825	93.53
				NATURAL GAS-0712590709-00001	500224	573825	389.53
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	13.68
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	12.52
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	12.67
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	15.77
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	19.98
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	17.78
				CHECK PWBDD 46044 TOTAL FOR FUND 601:			594.68
02/02/2024	PWBDD	46050	APPLIED INDUSTRIAL TECHNOLOGIES	MAINTENANCE SUPPLIES	500340	573830	125.57
02/02/2024	PWBDD	46052*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	99.56
02/02/2024	PWBDD	46056	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	118.81
02/02/2024	PWBDD	46079*#	R.A. SMITH NATIONAL	COLLECTION MAINS AND ACCESS.	184313	000000	454.53
02/02/2024	PWBDD	46087	WASHINGTON COUNTY	WRC ADAPTIVE MANAGEMENT	500383	573835	1,500.00
				Total for fund 601 WATER RECYCLING CENTER			23,873.56
Fund: 700 RISK MANAGEMENT FUND							
01/26/2024	PWBDD	46028	OUTDOOR LIGHTING CONST CO, INC.	INSURANCE CLAIMS 2022, 2023	500547	519400	10,723.34
				Total for fund 700 RISK MANAGEMENT FUND			10,723.34
			TOTAL - ALL FUNDS				329,381.74

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CITY OF CEDARBURG
TRANSFER LIST
1/1/24-2/6/24

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
1/3/2024	\$2,790.38	Delta Dental-January dental & vision premiums
1/8/2024	\$12,381.74	State of Wis-December sales tax
1/4/2024	\$330.07	WindRiver-fees
1/5/2024	\$71.77	EDPS-fees
1/12/2024	\$261,000.00	PWSB Payroll
12/15/2023	\$1,230.67	ICMA-contributions for 12/24/23-1/6/24
12/15/2023	\$4,345.00	North Shore Bank-contributions for 12/24/23-1/6/24
12/15/2023	\$346.15	State of Wisconsin-child support for 12/24/23-1/6/24
12/15/2023	\$1,241.71	Wis Deferred Comp-contributions for 12/24/23-1/6/24
12/15/2023	\$522.50	Police Association-dues for 12/24/23-1/6/24
1/18/2024	\$1,500.00	Pitney Bowes-postage
1/19/2024	\$2,403.34	Minnesota Life-Feb life ins, Dec deductions
1/19/2024	\$156,462.96	ETF-February health insurance premiums
1/18/2024	\$900.00	Navy-Crane Division-police night vision rental
1/24/2024	\$298,000.00	PWSB Payroll
1/24/2024	\$1,325.72	ICMA-contributions for 1/7/24-1/20/24
1/24/2024	\$4,270.00	North Shore Bank-contributions for 1/7/24-1/20/24
1/24/2024	\$346.15	State of Wisconsin-child support for 1/7/24-1/20/24
1/24/2024	\$1,337.10	Wis Deferred Comp-contributions for 1/7/24-1/20/24
1/24/2024	\$522.50	Police Association-dues for 1/7/24-1/20/24
1/26/2024	\$43,591.66	Light & Water-usage charges
1/31/2024	\$147,039.09	ETF-November WRS remittance
2/1/2024	\$2,970.94	Delta Dental-February dental & vision insurance
2/6/2024	\$346,714.81	CVMIC-2024 Insurance premiums
2/6/2024	\$6,560.00	Baker Tilly-audit billing #1
2/8/2024	\$222,000.00	PWSB Payroll
2/8/2024	\$899.47	ICMA-contributions for 1/21/24-2/3/24
2/8/2024	\$4,270.00	North Shore Bank-contributions for 1/21/24-2/3/24
2/8/2024	\$622.11	State of Wisconsin-child support for 1/21/24-2/3/24
2/8/2024	\$1,235.22	Wis Deferred Comp-contributions for 1/21/24-2/3/24
2/8/2024	\$522.50	Police Association-dues for 1/21/24-2/3/24
	<u>\$1,527,753.56</u>	

PWSB PAYROLL CHECKING ACCOUNT

1/12/2024	\$185,249.91	Payroll for 12/24/23-1/6/24
1/12/2024	\$75,015.88	Payroll taxes for 12/24/23-1/6/24

1/26/2024	\$200,372.45	Payroll for 1/7/24-1/20/24
1/26/2024	\$97,253.08	Payroll taxes for 1/7/24-1/20/24
1/26/2024	-\$16,657.98	Correction to payroll
2/9/2024	\$183,808.60	Payroll for 1/21/24-2/3/24
2/9/2024	<u>\$54,900.08</u>	Payroll taxes for 1/21/24-2/3/24
	\$779,942.02	

PWSB TAX COLLECTION ACCOUNT

1/16/2024	\$1,118,707.81	Ozaukee County-tax settlement
1/16/2024	\$5,589,514.40	Cedarburg School District-tax settlement
1/16/2024	\$11,219.71	M-T School District-tax settlement
1/16/2024	\$720,873.61	MATC-tax settlement
1/25/2024	<u>\$1,500,000.00</u>	PWSB Checking
	\$8,940,315.53	



City of Cedarburg

City Administrator's Report

February 5, 2024

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.

Water Recycling– A laser alignment was performed on the ditch and the results were poor. It will be a costly repair.

Dept. of Public Works– With the break in the snow, crews are doing brush pickup, tree pruning, tree removal, and repairing broken signs.

Library– Linda is leaving for Madison today for Library Legislation Day. There is a “Dine Out, Do Good” fundraiser at New Fortune this week Wednesday. The used book sale will be held the week of February 12th.

Treasurer– This is payroll week. City Hall is no longer accepting tax payments, they have to go to the County. The audit is the first week in March.

Clerk- Early voting for the February 20th election begins tomorrow. Four candidates are being interviewed this week for the Administrative Assistant position.

Senior Center- The 2023 attendance was 14,000. This is up from 11,000 the previous year. The increase is likely a result of the meal site being open.

Parks & Recreation- The Summer Activity Guide will be released in mid-March. The Easter Egg Hunt is March 23rd. Work is being done on the bathrooms at Zeunert Park.

Administrator– Reminder for department heads to start working on updating their 7-year capital improvement budget for the 2025 budget.

Respectfully submitted,

Mikko Hilvo