

**CITY OF CEDARBURG  
A MEETING OF THE COMMON COUNCIL  
MONDAY JANUARY 9, 2023 – 7:00 P.M.**

**ADDENDUM  
(Items 7.L. and 10.C.)**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, January 9, 2023 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/82164819165>

**AGENDA**

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Michael O'Keefe, Council Members Melissa Bitter, Jack Arnett, Rick Verhaalen, Robert Simpson, Kristen Burkart, Patricia Thome, Mark Mueller
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. Discussion and possible action on Certified Survey Map for the Fox Run Development\*
  - B. Discussion and possible action on Ordinance No. 2023-01 relating to possession of vape devices on school grounds or by underage persons\*
  - C. Discussion and possible action to allow City Administrator to sign the Ozaukee County EMS Subrecipient Agreement for the utilization of ARPA funds for Fire/EMS services.\*

- D. Discussion and possible action on approval of professional services contract with Ramboll to update the Dam Failure Analysis and to perform Hydraulic Capacity Analyses on Woolen Mills Dam\*
- E. Discussion and possible action on approval of Sewer Service Agreement with W74 N1204 Washington Avenue\*
- F. Discussion and possible action on Resolution No. 2023-01 designating Depositories and Authorizing Signatures for Cedarburg Light & Water Commission checking and savings accounts\*
- G. Discussion and possible action on Resolution No. 2023-02 designating Depositories and Authorizing Signatures for the City of Cedarburg checking and savings accounts\*
- H. Discussion and possible action on Collateral Assignment of the TIF Agreement for the Fox Run Development in favor of Bank First, N.A.\*
- I. Discussion and possible action on a premise description change for the Cultural Center, W62 N546 Washington Avenue, to include their parking lot for events scheduled for the following dates: May 4, June 1, July 6, August 3, 2023 from 5:00 p.m. – 9:00 p.m., to allow for the sales of alcohol\*
- J. Discussion and possible action on amendment to the listing contract for Hwy 60 Business Park broker services provided by Newmark\*
- K. Discussion and review of Amcast update
- L. Discussion and possible action to consider Mayor O’Keefe’s appointment of Terry Wagner to the Public Works and Sewerage Commission

8. CONSENT AGENDA

- A. Discussion and possible action on approval of December 12, 2022 Council Meeting Minutes\*
- B. Discussion and possible action on approval of new and renewal 2022-2023 operator licenses for the period ending June 30, 2023 for Patrick Curran, Kali Kellerman, and Anastasia Pylypiuk \*\*\*
- C. Discussion and possible action on payment of bills dated 12/03/2022 through 12/29/2022, transfers dated 12/07/2022 through 12/30/2022, and payroll for period 11/27/2022 through 12/10/2022 and 12/11/22 through 12/24/22\*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator’s Report\*

10. COMMUNICATIONS

- A. Comments and suggestions from citizens\*\*

- B. Comments and announcements by Council Members
- C. Mayor's Report – Proclamation/Dr. Martin Luther King Jr. Day

11. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to Closed Session pursuant to State Statute 19.85(e) to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically to be discussed is item 11.B.

- A. Approval of December 12, 2022 Closed Session minutes
- B. Discussion/update on the concept of a new shared services agreement for Fire/EMS services with the Town of Cedarburg

12. RECONVENE TO OPEN SESSION

13. ADJOURNMENT

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

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

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

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

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

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

**MEETING DATE: January 9, 2023**

**ITEM NO: 7.A.**

**TITLE:** Discuss and possible action on the Certified Survey Map for the Fox Run Development.

**ISSUE SUMMARY:**

This Certified Survey Map (CSM) will serve to dedicate the public road right-of-way for the Hanover Avenue extension south from its intersection with Western Road within the Fox Run Development. All other roads/driveways within this project are private. As you know, this project has gone through the approval process for everything but the official dedication of the public road right-of-way and this CSM is the tool to accomplish that task. Upon your approval, staff will secure the necessary signatures and then send it to the Ozaukee County Register of Deeds Office for recording.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

At their December 5, 2022, Meeting, the Plan Commission recommended approval of the Certified Survey Map by unanimous vote.

**ATTACHMENTS:**

- Minutes from the December 5, 2022, Plan Commission Meeting
- Copy of the proposed Certified Survey Map

**STAFF RECOMMENDATION:** Approve

**INITIATED/REQUESTED BY:** Robert Bach, P-2 Development Company, LLC

**FOR MORE INFORMATION CONTACT:** Jonathan Censky, City Planner, 262-375-7614

**December 5, 2022**

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, December 5, 2022, at Cedarburg City Hall, W63N645 Washington Avenue, Upper Level, Council Chambers and online via the zoom app. The meeting was called to order at 7:00 p.m. by Mayor Michael J. O'Keefe.

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

Also Present -       City Planner Jon Censky, Administrative Secretary Diana Salapata

### **STATEMENT OF PUBLIC NOTICE**

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

### **APPROVAL OF MINUTES**

A motion was made by Council Member Thome, seconded by Commissioner Strautmanis, to approve the minutes of the November 7, 2022 meeting, on the condition that some misspellings with Workforce instead of Workhouse and Bieveritz instead of Beaveritz are corrected. The motion carried without a negative vote.

### **COMMENTS AND SUGGESTIONS FROM CITIZENS**

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



### **REQUEST THE APPROVAL OF A CERTIFIED SURVEY MAP FOR HANOVER AVENUE TO DEDICATE PUBLIC RIGHT-OF-WAY**

Planner Censky stated that the applicant is requesting approval for a Certified Survey Map that will serve to dedicate the public right-of-way for the Hanover Avenue extension within the Fox Run Development. This is the last step needed before beginning said project. It has been approved by the Common Council. Commissioner Strautmanis asked whether the City will maintain plowing, given the proposed perpendicular parking plan. Planner Censky responded that it will, since it is public parking located not far from downtown. Commissioner Wiza commented that the dedication for public street needed to be clarified on the map, so it was not confused with a private road. Commissioner Strautmanis also pointed out a small typo on the third page that stated it is the Village of Cedarburg rather than City of Cedarburg.

**Action:** Motion made by Commissioner Thome to approve the Certified Survey Map for Hanover Avenue to dedicate public Right-of-Way, following comments made by Commissioners regarding details on map, with the motion seconded by Commissioner Cain. The motion carried without a negative vote.

**REQUEST APPROVAL FOR FENCE CHOICE AND DESIGN ON N70 W5266 COLUMBIA ROAD**

Planner Censky brought up the fence approval request from the previous Plan Commission meeting in November and stated that per the comments of the Commissioners, the Petitioner had taken their advice into consideration and changed the fencing. Petitioner Ryan changed the fence type from white vinyl to a 6' cedar fence and a 4' cedar picket fence north and east of the Stonehouse. A site plan showing where the fence would be placed was also submitted. Commissioner Strautmanis asked whether there was a regulation with a fence being on the property line. Planner Censky replied that these fences would not be placed on the property line so there were no issues in that regard.

Mayor O'Keefe asked about when the fence was planned to be installed. The Petitioner stated as soon as possible, hopefully before the ground froze. In response, Mayor O'Keefe also asked what would be done with the fence if the Conditional Use Permit was not approved. Petitioner Ryan stated that they would remove it and do something else, emphasizing that they were not placing a fence with the implication that the Conditional Use would be approved, but rather due to weather conditions.

Commissioner Cain asked about whether the intent was to let the fence weather or whether it would be painted. The Petitioner stated that it would be sealed, but not painted, and that it would weather for a few months before being sealed.

**Action:** Motion made by Commissioner Kinzel to approve the fence, seconded by Commissioner Strautmanis. Motion passed without a negative vote.

**REQUEST A LAND USE AMENDMENT AND TO REZONE THE PARCEL ON 6660 SUSAN LANE.**

Planner Censky introduced the Stone Lake Development for Quarry Lake, stating that Craig Caliendo, the Petitioner, had been before the Commission before for consultation and was requesting two items tonight. The first was a Land Use Amendment, aiming to change the land use classification from the current Industrial and Manufacturing classification on the north side of the property and the Medium Density Residential classification on the south side of the property to make all of it Two-Family Residential.

Secondly, the applicant was requesting rezoning of the property from the RS-1 Single Family District to the Rd-1 Two-Family District with a Planned Unit Development Overlay District (PUD).

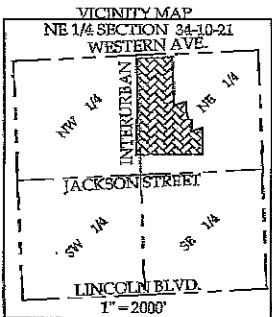
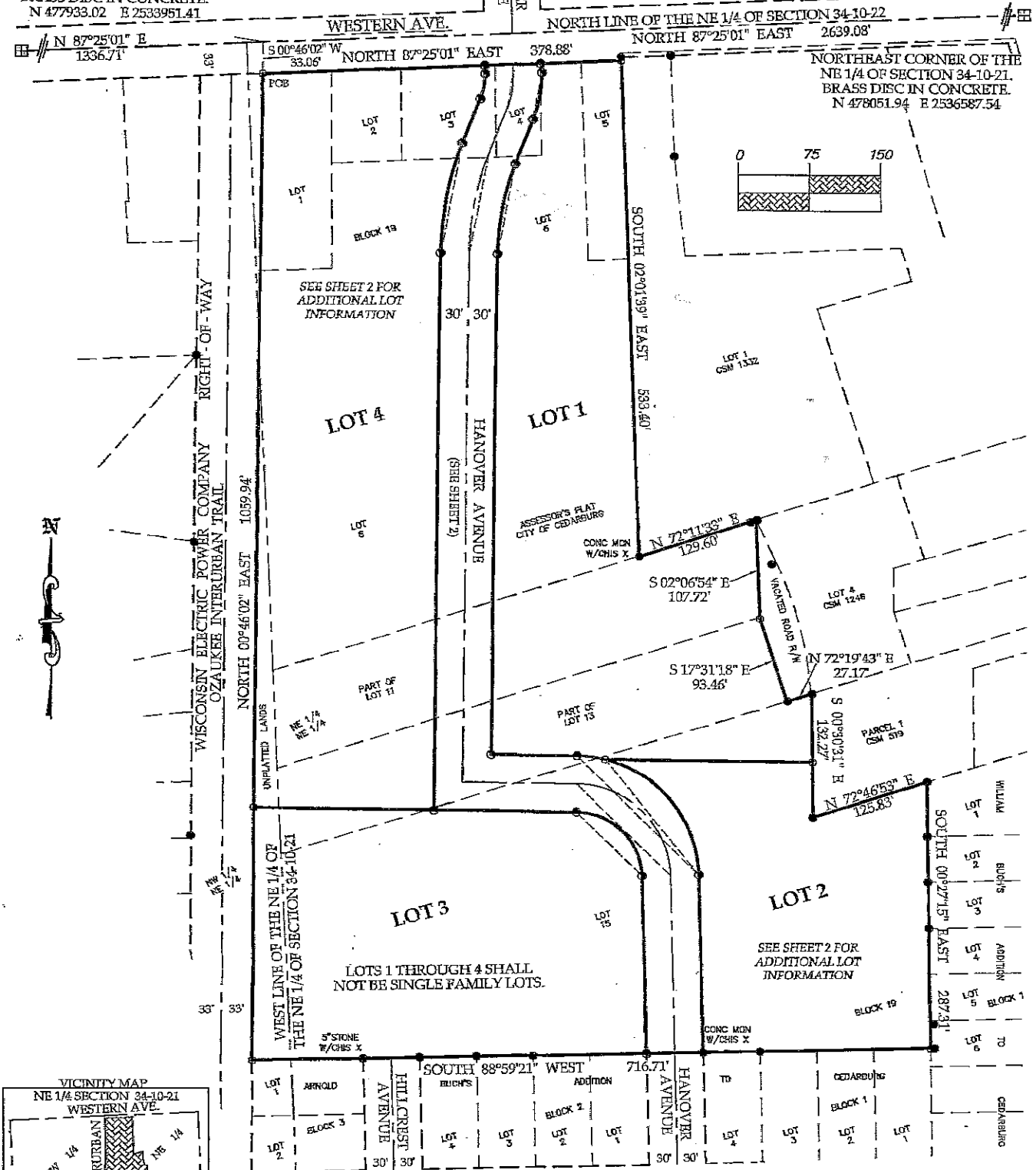
CERTIFIED SURVEY MAP #

TO COMBINE LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, PART OF LOT 11, PART OF LOT 13, AND ALL OF LOT 15, IN BLOCK 19 OF ASSESSOR'S PLAT, CITY OF CEDARBURG BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL BEING PART OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, VILLAGE OF CEDARBURG, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:  
JB PROPERTIES 8 LLC  
524 TECHNOLOGY WAY  
SAUKVILLE, WI 53080

NORTHWEST CORNER OF THE  
NE 1/4 OF SECTION 34-10-21.  
BRASS DISC IN CONCRETE.  
N 477933.02 E 2533951.41

PRELIMINARY



LEGEND

- 1" IRON PIPE FOUND OR AS NOTED
- 3/4"x18" REBAR WEIGHING 1.13 LBS/FOOT SET
- 2"x18" IRON PIPE WEIGHING 3.65 LBS/FT SET

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD27). THE NORTH LINE OF NE 1/4 OF SECTION 34-10-21 BEARS NORTH 87°25'01" EAST.

PSE

122 Wisconsin Street, West Bend, WI 53095  
262.346.7800 kparish@parishse.com

FN: PD-08-22 Date: 10/4/22

SURVEYED BY JOSEPH W. DAVID  
MAPPED BY J. SCOTT HENKEL, PLS



TO COMBINE LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, PART OF LOT 11, PART OF LOT 13, AND ALL OF LOT 15, IN BLOCK 19 OF ASSESSOR'S PLAT, CITY OF CEDARBURG BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL BEING PART OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, VILLAGE OF CEDARBURG, COUNTY OF OZAUKEE, STATE OF WISCONSIN.





## **CERTIFIED SURVEY MAP #**

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### **SURVEYOR'S CERTIFICATE**

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, JB PROPERTIES 8 LLC:

LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, PART OF LOT 11, PART OF LOT 13, AND ALL OF LOT 15, IN BLOCK 19 OF ASSESSOR'S PLAT, CITY OF CEDARBURG, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL BEING PART OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, VILLAGE OF CEDARBURG, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34;  
THENCE NORTH 87°25'01" EAST, 1336.71 FEET, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4;  
THENCE SOUTH 00°46'02" WEST, 33.06 FEET, TO THE NORTHWEST CORNER OF BLOCK 19 OF SAID ASSESSOR'S PLAT AND THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE NORTH 87°25'01" EAST, 378.88 FEET, ALONG THE SOUTH LINE OF WESTERN AVENUE TO THE WEST LINE OF LOT 1 OF CERTIFIED SURVEY MAP 1332;  
THENCE SOUTH 02°01'39" EAST, 533.40 FEET, ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1;  
THENCE NORTH 72°11'33" EAST, 129.60 FEET, ALONG THE SOUTH LINE OF SAID LOT 1,  
THENCE SOUTH 02°06'54" EAST, 107.72 FEET, ALONG THE WEST LINE OF VACATED HANOVER STREET;  
THENCE SOUTH 17°31'18" EAST, 93.46 FEET, ALONG THE WEST LINE OF VACATED HANOVER STREET;  
THENCE NORTH 72°19'43" EAST, 27.17 FEET, ALONG THE SOUTH LINE OF VACATED HANOVER STREET, TO THE NORTHWEST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP 519;  
THENCE SOUTH 00°30'31" EAST, 132.27 FEET, ALONG THE WEST LINE OF SAID PARCEL 1 TO THE SOUTHWEST CORNER OF SAID PARCEL 1;  
THENCE NORTH 72°46'53" EAST, 125.83 FEET, ALONG THE SOUTH LINE OF SAID PARCEL 1 TO THE NORTHWEST CORNER OF BLOCK 1 OF WILLIAM BUCH'S ADDITION TO CEDARBURG;  
THENCE SOUTH 00°27'15" EAST, 287.31 FEET, ALONG THE WEST LINE OF SAID BLOCK 1 TO THE NORTH LINE OF ARNOLD BUCH'S ADDITION TO CEDARBURG;  
THENCE SOUTH 88°59'21" WEST, 716.71 FEET, ALONG THE NORTH LINE OF SAID ARNOLD BUCH'S ADDITION TO THE EAST LINE OF THE WISCONSIN ELECTRIC POWER COMPANY RIGHT-OF-WAY;  
THENCE NORTH 00°46'02" EAST, 1059.94 FEET, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 551,123 SQUARE FEET // 12.6520 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES AS SHOWN AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AND THE CITY OF CEDARBURG SUBDIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

**CERTIFIED SURVEY MAP #** \_\_\_\_\_

TO COMBINE LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, PART OF LOT 11, PART OF LOT 13, AND ALL OF LOT 15, IN BLOCK 19 OF ASSESSOR'S PLAT, CITY OF CEDARBURG BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL BEING PART OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, VILLAGE OF CEDARBURG, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

**OWNER'S CERTIFICATE**

AS OWNER, JB PROPERTIES 8 LLC, I CERTIFY THAT I CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON. I ALSO CERTIFY THAT THIS MAP IS IN ACCORDANCE WITH WISCONSIN STATUTES 236.34 AND THE CITY OF CEDARBURG LAND DIVISION ORDINANCE.

\_\_\_\_\_  
ROBERT BACH, MANAGING MEMBER

STATE OF WISCONSIN

:SS

\_\_\_\_\_  
COUNTY

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_,  
TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY OF CEDARBURG PLAN COMMISSION APPROVAL**

THIS LAND DIVISION IS HEREBY APPROVED BY THE CITY OF CEDARBURG PLAN COMMISSION ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
MICHAEL J. O'KEEFE, CHAIRMAN

\_\_\_\_\_  
TRACIE SETTE, CITY CLERK

**CITY OF CEDARBURG COMMON COUNCIL APPROVAL**

THIS LAND DIVISION IS HEREBY APPROVED, AND ACCEPTED BY THE CITY OF CEDARBURG COMMON COUNCIL ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
MICHAEL J. O'KEEFE, MAYOR

\_\_\_\_\_  
TRACIE SETTE, CITY CLERK

**CITY OF CEDARBURG**

**ORDINANCE NO. 2023-01**

**AN ORDINANCE CREATING SECTION 11-2-19  
OF THE CITY OF CEDARBURG CODE OF ORDINANCES  
RELATING TO POSSESSION OF VAPE DEVICES ON SCHOOL GROUNDS  
OR BY UNDERAGE PERSONS**

**WHEREAS**, existing state laws and the City’s Municipal Code prohibit smoking and possession of cigarettes or nicotine on school premises and by underage persons; and

**WHEREAS**, the possession and use of vape devices within the schools and by persons under the age of 18 is a significant issue to the schools and to law enforcement; and

**WHEREAS**, the current wording of the City ordinance does not directly address the possession or use of vape devices within the schools or by persons under the age of 18;

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

1. That Section 11-2-19 of the City of Cedarburg Code of Ordinances be created as follows:

**Sec. 11-2-19 – Regulation of vape devices and vape liquid as to underage persons and school grounds.**

(a) *Definitions.* In this section,

“School” and “school premises” has the meaning set forth in Sec. 11-5-7(a).

“Vape device” means a device designed to produce vapor or aerosol for inhalation from the application of a heating element to a liquid or other substance that is depleted as the product is used, regardless of whether the liquid or other substance contains nicotine.

“Vape liquid” means a substance, liquid, cartridge, or other material that is intended for use in a vape device.

- (b) *Possession by underage persons prohibited.* No person who has not yet reached 18 years of age shall purchase, attempt to purchase, or possess a vape device or vape liquid except as follows:
  - a. A person under 18 years of age may possess a vape device or vape liquid for the sole purpose of resale in the course of the person’s employment during the person’s working hours if employed by a retailer.

- b. A person under 18 years of age, but not under 15 years of age, may purchase, attempt to purchase, or possess a vape device or vape liquid in the course of the person's participation in an investigation under Wis. Stat. § 254.916.
- (c) *Possession on school grounds prohibited.* No person shall use or possess a vape device or vape liquid on school premises.
- 2. If any provision of this ordinance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this ordinance.
- 3. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this 9<sup>th</sup> day of January, 2023.

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Michael J. O'Keefe, Mayor

Countersigned:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** January 9, 2023

**ITEM NO:** 7.C.

**TITLE:** Discussion and possible action to allow City Administrator to sign the Ozaukee County EMS Subrecipient Agreement for the utilization of ARPA funds for Fire/EMS services.

**ISSUE SUMMARY:**

Ozaukee County has allocated ARPA funds to assist Ozaukee County Fire Departments in hiring additional Firefighter/Paramedics throughout the County. Cedarburg has been approved for \$200,000 each year for the next three years beginning in 2023. To receive these funds the City needs to sign an EMS Subrecipient Agreement with Ozaukee County.

**STAFF RECOMMENDATION:** Staff recommends authorizing the City Administrator to sign the Subrecipient Agreement.

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

**BUDGETARY IMPACT:** Positive

**ATTACHMENTS:** Ozaukee County EMS Subrecipient Agreement

**INITIATED/REQUESTED BY:** Mikko Hilvo, City Administrator

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

# **SUBRECIPIENT AGREEMENT**

## **AGREEMENT BETWEEN OZAUKEE COUNTY AND CITY OF CEDARBURG**

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the “COUNTY”) and THE CITY OF CEDARBURG, a Wisconsin Municipal Corporation (herein called the “SUBRECIPIENT”).

WHEREAS, the United States Government, through the Public Law No: 117-2 (3/11/2021) American Rescue Plan Act of 2021 (hereinafter “ARPA”) providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, under section 602(c)(3) of the ARPA, the COUNTY may transfer funds to other levels or units of government to assist COUNTY in carrying out COUNTY programs for the purpose of meeting ARPA’s goals; and

WHEREAS, the COUNTY on April 6, 2022 with RESOLUTION NO. 21-72 established the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds (hereinafter “Program”); and

WHEREAS, the Program provides that \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide;

WHEREAS, the SUBRECIPIENT is a municipality operating a fire and emergency medical services department within the geographical boundaries of COUNTY; and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in so utilizing ARPA funds to improve emergency medical services by entering into this SUBRECIPIENT Agreement (Agreement).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, it is agreed between the parties hereto that:

### **I. SCOPE OF SERVICE**

#### **A. Activities**

The SUBRECIPIENT will be responsible for administering the Program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds,

including, but not limited to, all such eligible activities, terms and conditions of Ozaukee County Board RESOLUTION NO. 21-72, a copy of which the SUBRECIPIENT acknowledges receiving and reviewing and which is incorporated herein by reference as Attachment A.

**B. Staffing**

The SUBRECIPIENT shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks required to recruit and retain Fire Paramedic positions funded by the Program.

**C. Performance Monitoring**

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards. Performance that is inconsistent with the standards for providing grant funds, as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures under Subsection VI. G. of this Agreement will be initiated.

Additional information on what the COUNTY may monitor is included in Attachment B, Performance Monitoring, which is incorporated herein by reference.

**II. TIME OF PERFORMANCE**

The Program provides that performance may begin effective April 6, 2022. Accordingly, services of SUBRECIPIENT shall start on April 6, 2022, and end on December 31, 2025, which shall be the term of this Agreement. The award Grant shall only be used to pay for eligible expenses incurred during the performance period. The Agreement, associated funding, and the provisions herein shall not be extended to cover any additional time period. A schedule of performance is shown on Attachment C, Performance Schedule, which is incorporated herein by reference.

**III. BUDGET**

The budget is attached as Attachment D, Budget, which is incorporated herein by reference. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the COUNTY. Any amendments to the budget shall be approved in writing by both the COUNTY and the SUBRECIPIENT.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount shown on the Budget at Attachment D, or future budget amendments. Reimbursement of eligible expenses shall be made against the line item budgets specified in Section III. herein, or otherwise in accordance with the Budget if no such specified line item budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Section II., and as shown on Attachment C, Performance Schedule.

Reimbursement payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR 200.



In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the SUBRECIPIENT, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide quarterly payroll rosters and any backup documentation to support such expenditures. Reimbursement requests may be submitted by SUBRECIPIENT monthly. Reimbursement requests must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY, as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Upon receipt of the SUBRECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible Program expenditures therein within thirty (30) days of receipt of said reimbursement request. The dissemination of funds shall only occur after the COUNTY reviews the SUBRECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are contingent on the availability of ARPA funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.

The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the term of this Agreement.

No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

## **V. NOTICES**

Except as otherwise provided herein (e.g. for SUBRECIPIENT notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

Jason Dzwinel  
Title: County Administrator  
Ozaukee County  
Address: 121 W. Main Street  
Port Washington, WI 53074  
262.284.9411  
Email: jdzwinel@co.ozaukee.wi.us

SUBRECIPIENT

Name: Mikko Hilvo  
Title: City Administrator  
Municipality: Cedarburg  
Address: W63N645 Washington Avenue  
Cedarburg, WI 53012  
262-375-7917  
Email: mhilvo@ci.cedarburg.wi.us

**VI. GENERAL CONDITIONS**

A. General Compliance

The SUBRECIPIENT agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA income tax withholdings, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

C. Hold Harmless and Indemnification

SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SUBRECIPIENT and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. SUBRECIPIENT shall reimburse the COUNTY for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which SUBRECIPIENT is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement and for any reasonable attorney fees incurred by COUNTY to enforce this provision.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Ozaukee County Public Safety Committee when necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement, without SUBRECIPIENT's signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the Scope of Service, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

F. Suspension or Termination

In accordance with 2 CFR 200.339, the COUNTY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement including, but not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and US TREASURY guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect and that SUBRECIPIENT fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (b), this Agreement may also be terminated for convenience by either the COUNTY or the SUBRECIPIENT, in whole or in part, by providing a notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the COUNTY may terminate the award Grant in its entirety.

In the event of termination by the SUBRECIPIENT, prior notice shall be required. Specifically, the SUBRECIPIENT may terminate this Agreement as described above in this subsection only upon delivering advance written notice to the COUNTY by Certified Mail, Return Receipt Requested, not less than six (6) months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of SUBRECIPIENT's termination.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The SUBRECIPIENT agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records of equipment acquired;
- c. Financial records as required by 2 CFR 200.302 and other relevant provisions of 2 CFR 200.

#### **2. Retention**

The SUBRECIPIENT shall retain all financial records supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to US TREASURY in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

#### **3. Audits and Inspections**

All SUBRECIPIENT records relevant to this Agreement shall be made available to all agencies with the authority to conduct audits, including, but not limited to, the COUNTY, US TREASURY, the Comptroller General of the United States and any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data, for as long as the

records are retained. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted at its own expense in accordance with current 2 CFR 200 Subpart F – Audit Requirements, if applicable. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement or any amendment, the SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. Close-outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over ARPA funds, including program income.

D. Procurement

1. Compliance

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Travel

The SUBRECIPIENT shall obtain written approval from the COUNTY for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

**VIII. PERSONNEL & PARTICIPANT CONDITIONS**

A. Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds

1. Compliance

SUBRECIPIENT agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such

compliance by other parties in any agreements it enters into with such parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Protection for Whistleblowers:

In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;



- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of COUNTY who has the responsibility to investigate, discover, or address misconduct.

3. Increasing Seat Belt Use in the United States:

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

4. Reducing Text Messaging While Driving:

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

5. Assurances of Compliance with Civil Rights Requirements:

As a condition of receipt of federal financial assistance under this Agreement, SUBRECIPIENT provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

- (a) SUBRECIPIENT will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (b) SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to

improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

- (c) SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (d) SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and its successors, transferees, and assignees for the period in which such assistance is provided. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
- (e) Any subrecipient, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discrimination against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.

- (f) SUBRECIPIENT shall cooperate with COUNTY in any enforcement or compliance review activities by the Department of Administration or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
- (g) SUBRECIPIENT shall assist COUNTY in maintaining a complaint log and informing the Department of Administration and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT shall also assist COUNTY in informing the Department and the Department of the Treasury if COUNTY or SUBRECIPIENT have received no complaints under Title VI.
- (h) SUBRECIPIENT shall assist COUNTY in providing documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

B. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR §200.112, which includes (but is not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It shall require that the language of paragraph d. be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**X. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XI. WAIVER**

The COUNTY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement.

**XIII. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Chief Elected Official or Executive Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: County Clerk or \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: City Clerk  
Date: \_\_\_\_\_

REVIEWED AS TO FISCAL PROVISIONS:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Finance Officer or \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Corporation Counsel or \_\_\_\_\_  
Date: \_\_\_\_\_



## ATTACHMENT A

### RESOLUTION NO. 21-72

#### ESTABLISHING THE OZAUKEE COUNTY EMERGENCY MEDICAL SERVICES GRANTS PROGRAM FROM AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the provision of fire and emergency medical services in Ozaukee County is a base level expectation of all citizens and taxpayers; and

WHEREAS, historically nine municipal fire and emergency medical services departments have steadfastly provided protection to the public when fire or medical events impact their lives, relying primarily on a paid-on-call or volunteer staffing model; and

WHEREAS, requests for emergency medical services constitute eighty percent of calls for service from the municipal fire and emergency medical services departments countywide; and

WHEREAS, requests for emergency medical services by senior age populations in Ozaukee County encompass more than other age groups and demographic projections anticipate nearly 34% growth in the senior populations from 2020-2040; and

WHEREAS, increasing demand for emergency medical services and the unsustainability in the paid-on-call or volunteer staffing model result in one Ozaukee County community with a response time under the State of Wisconsin average response time of eight minutes and six seconds and some with times in excess of fourteen minutes; and

WHEREAS, a recent analysis of the provision of fire and emergency medical services in Ozaukee County by the Wisconsin Policy Forum revealed,

1. The primary weakness that must be immediately addressed in Ozaukee County pertains to EMS response, as opposed to fire response.
2. If policymakers wish to consider options to move toward full-time staffing models and achieve service levels approaching those of the North Shore Fire Department, then they would be served best from both a financial and programmatic perspective by doing so collaboratively as opposed to individually.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the designation of \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to Ozaukee County to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide establishing the Ozaukee County EMS Grants Program; and

FURTHER RESOLVED, that the Ozaukee County EMS Grants Program is established with the following grant terms:

1. Municipalities operating a fire and emergency medical services department may apply for a three-year grant of \$200,000 per year to recruit and retain Fire Paramedic positions in their municipality; and
2. Municipalities applying for the Ozaukee County EMS Grants Program that submit applications with an agreement to consolidate services with another municipality are eligible for \$100,000 per year per each consolidating municipality; and
3. If three or more municipalities applying for the Ozaukee County EMS Grants Program

consolidate services with three or more municipalities capital awards can be applied for up to \$100,000 per municipality; and

4. Municipalities must provide a budget narrative demonstrating how the Fire Paramedic positions recruited will improve the response times for the municipal EMS services; and
5. Municipalities must provide information on the current personnel and operating budget expenses and revenues, current budget restraints, current fire and EMS community responding statistics, call volumes; and
6. Municipalities must identify matching funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Grants Program; and
7. Municipalities must provide a sustainability plan including;
  - a. Analysis of all associated fees, assessments, taxes, etc. and the best possible formula for cost recovery; and
  - b. Identify revenue sources for consideration, municipal levy limit impact and alternative revenue sources, and any requested ongoing county property tax levy support; and
  - c. Develop a projected integrated budget for applications consolidating one or more consolidating municipality; and
8. All participating municipal government(s) must approve a sustainability plan before May 1, 2023 to continue funding under the Ozaukee County EMS Grants Program to remain eligible for ongoing funding under the program; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to develop a grant application process for the Ozaukee County EMS Grants Program with a goal of recruiting and retaining up to eighteen Fire Paramedic positions countywide with the oversight of the Ozaukee County Public Safety Committee to review the submitted grant applications and approve requests satisfying grant terms; and

FURTHER RESOLVED, that all grants approved and funding amounts awarded under the Ozaukee County EMS Grants Program will be reported to the Ozaukee County Board of Supervisors when approved by the Ozaukee County Public Safety Committee; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to enter into Memorandums of Understanding with participating local municipalities awarding funds under the Ozaukee County EMS Grants Program with the oversight of the Ozaukee County Public Safety Committee.

FURTHER RESOLVED, that all participating municipal government(s) in the Ozaukee County EMS Grants Program must report, by March 1, 2024, the impact of the funding on:

1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and
2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and
3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and

4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Dated at Port Washington, Wisconsin, this 6th day of April 2022.

*SUMMARY: Establishing the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds.*

*VOTE REQUIRED: Two Thirds Members Elect*

EXECUTIVE COMMITTEE

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	R. Nelson, Supervisor District 6
<b>SECONDER:</b>	K. Geracie, Supervisor District 15
<b>AYES:</b>	Schlenvagt, Melotik, Geracie, Nelson, Jobs, Grabow

## **ATTACHMENT B**

### **PERFORMANCE MONITORING**

The following is a partial listing of the areas that the COUNTY may monitor to ensure SUBRECIPIENT compliance with the SUBRECIPIENT Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all, of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. §570.506)
  - Overall filing system – Can the required records be quickly and easily found
  - Contractor bonding and insurance
  - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
  - Did SUBRECIPIENT expend \$750,000 or more in Federal funds (from all sources) during the SUBRECIPIENT's last fiscal year?
    - If yes, was an Independent Audit prepared?
    - If yes, the County will need a copy for its records.
    - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
  - Procurement Procedures
  - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

**ATTACHMENT C  
PERFORMANCE SCHEDULE**

**Submit the following documentation required for the COUNTY:**

<b>Due Date</b>	<b>Activity</b>
<b>Prior to Start of Program</b>	<ul style="list-style-type: none"> <li>• Execute Grant Agreement.</li> <li>• Establish record keeping system.</li> <li>• Establish financial management system.</li> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the twelve (12) months preceding the execution of Subrecipient Agreement.</li> </ul>
<b>Three Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Six Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Nine Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>May 1, 2023</b>	<ul style="list-style-type: none"> <li>• Submit to County Administrator's Office EMS Sustainability Plan as approved by governing body</li> <li>• Sustainability Plan shall identify the number of EMS personnel budgeted for Municipal EMS Services and any identified county funding that would be required to maintain services at the same level as of January 1, 2026.</li> </ul>
<b>Twelve Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Fifteen Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>

<b>Eighteen Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>March 1, 2024</b>	<ul style="list-style-type: none"> <li>• Submit to County Administrator's Office EMS Reporting as Required by Resolution No. 21-72 including: <ol style="list-style-type: none"> <li>1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and</li> <li>2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and</li> <li>3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and</li> <li>4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.</li> </ol> </li> </ul>

<b>Twenty-One Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Twenty-Four Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Twenty-Seven Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty-Three Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty-Six Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty-Nine Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>January 31, 2025</b>	<ul style="list-style-type: none"> <li>• Program Close Out</li> </ul>

## BUDGET

## PROJECT BUDGET & MATCHING FUNDS

CONTRACT # \_\_\_\_\_

GRANTEE: \_\_\_\_\_

DATE:

ACTIVITY	EMS PROGRAM FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS (by Activity)
Expenditures	\$	\$	\$
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel/Training	\$	\$	\$
Supplies	\$	\$	\$
Purchased Services	\$	\$	\$
Interdepartmental Charges	\$	\$	\$
Other Expenses	\$	\$	\$
Capital Expenses	\$	\$	\$
<b>Total:</b>	\$	\$	\$

## CITY OF CEDARBURG

**MEETING DATE:** January 9, 2023

**ITEM NO:** 7.D.

**TITLE:** Discussion and possible action on approval of professional services contract with Ramboll to update the Dam Failure Analysis and to perform Hydraulic Capacity Analyses on Woolen Mill Dam

**ISSUE SUMMARY:** The previous consultant Graef submitted a Dam Failure Analysis of the Woolen Mills Dam to the WDNR in March of 2022. The WDNR has preliminarily assigned a “high” hazard rating to the Woolen Mills Dam and has asked for modifications to the DFA computer model. Upon completion of the model modifications and approval of the model by the WDNR, the hydraulic evaluation can be completed, and a hazard rating assigned. Based on these discussions and when the extent of the work that will be required is known, a separate scope of work and contract will be developed to move forward with the dam repairs.

**STAFF RECOMMENDATION:** Staff recommends approving the professional services contract amendment with Ramboll for an estimated total of \$19,700.

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

**BUDGETARY IMPACT:** Estimated fee of \$19,700.

**ATTACHMENTS:** Copy of Ramboll contract

**INITIATED/REQUESTED BY:** Mike Wieser

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



**Via Email: [mwieser@ci.cedarburg.wi.us](mailto:mwieser@ci.cedarburg.wi.us)**

Mike Wieser, P.E.  
Director of Engineering & Public Works  
City of Cedarburg  
W63 N645 Washington Ave.  
Cedarburg, WI 53012

**PROPOSAL FOR DAM FAILURE AND HYDRAULIC CAPACITY ANALYSES,  
WOOLEN MILL DAM, CEDARBURG, WISCONSIN**

Dear Mr. Wieser:

December 13, 2022

In response to your recent request, Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present this proposal to the City of Cedarburg (the "Client") to complete dam failure analyses and hydraulic capacity evaluations in accordance with Wisconsin Administrative Code NR 333 for the Woolen Mill Dam on the Cedar Creek in Cedarburg, Wisconsin (the "site" or "facility"). The Dam Key Sequence Number is 168 and the Field File Number is 45.01.

Ramboll  
234 W. Florida Street  
Fifth Floor  
Milwaukee, WI 53204  
USA

T +1 414 837 3607  
F +1 414 837 3608  
[www.ramboll.com](http://www.ramboll.com)

This letter presents a brief project background and Ramboll's proposed scope of work, schedule, cost estimate, and contract terms for the project.

**PROJECT BACKGROUND**

Ref. P2722-22182

Repairs to the Woolen Mill Dam have been on hold pending the completion of a Dam Failure Analysis (DFA), and the assignment of a hazard rating. The WDNR has preliminarily assigned a 'high' hazard rating to the Woolen Mill Dam and has asked for modifications to the previously submitted DFA that include adding cross-sections excerpted from the USACE HEC-RAS model used in the latest Flood Insurance Study (FIS) of the Cedar Creek to the DFA computer model upstream and downstream of the dam. Upon completion of the model modifications and approval of the results by the WDNR, the hydraulic evaluation can be completed, and a hazard rating assigned. The scope of work is based on the on-site meeting with you, Uriah Monday and Andrea Stern on November 1, 2022 and a follow-up discussion with Uriah and Andrea on December 1, 2022.

**PROPOSED SCOPE OF WORK**

**Task 1 – Update Dam Failure Analysis**

Ramboll will update the existing DFA per the request by the WDNR. We have met with and discussed the existing and proposed HEC-RAS models with Mr. Uriah Monday of the WDNR. As part of the DFA update, Ramboll will: troubleshoot and revise the existing HEC-RAS model; import the identified cross-sections from the FEMA FIS HEC-RAS models; perform a Dam Failure Analysis in accordance with NRR

333.05; and establish the existing hydraulic capacity. Ramboll will prepare and submit a Dam Failure Analysis summary memorandum to the WDNR; including a recommended hazard classification:

## **Task 2 – Preliminary Evaluation of Alternatives**

After formal assignment of a hazard rating by the WDR, Ramboll will use the updated HEC-RAS model to evaluate baseline conceptual configurations for a new layout of the dam that would meet the reduced capacity requirements under NR 333.07 (2)(a) or (2)(b). Under (2)(a), Ramboll will establish a crest elevation that would result in submergence of the dam during an event significantly below the required the NR 333.07 Table I capacity requirements and recommended that event as the appropriate spillway capacity. Under (2)(b), Ramboll will evaluate multiple dam configurations for breach and non-breach conditions to establish the event (or spillway capacity) where a lower capacity for the dam will not result in an additional hazard to life, health or property when compared to the capacity specified in Table I. Ramboll will use the procedures presented in the US Bureau of Reclamation ACER Technical Memorandum 11 "Downstream Hazard Classification Guidelines" (ACER-11) to perform the (2)(b) evaluations.

It should be noted that the dam crest will be lowered to meet the NR 333.07 (2) requirements. Estimated normal water and 100-year flood elevations will be provided under each of the scenarios that meet the NR 333.07 (2) requirements.

The results of the analyses under (2)(a) and (2)(b) will be reviewed with Cedarburg for consideration of which, if any, of the scenarios may be most advantageous, and presented in a summary memorandum to the WDNR for feedback.

Based on these discussions a separate scope of work will be developed based on WDNR comments on the DFA and Preliminary Evaluation of Alternatives and discussions with Cedarburg and may include: additional hydraulic capacity evaluations; structural stability analyses; site and bathymetric surveys and subsurface investigations.

## **PROJECT DELIVERABLES**

A draft of the DFA memo will be provided to Cedarburg for review. Upon approval by Cedarburg, a final hydraulic model DFA and memo will be delivered to the WDNR and Cedarburg. A draft of the conceptual configurations for meeting requirements of NR 333.07 (2) will be submitted to Cedarburg for review and discussion before submitting to the WDNR.

## **SCHEDULE**

Ramboll is prepared to commence work on this project upon receipt of written authorization to this proposal. It is anticipated that this scope of work will take approximately six weeks to complete subject to WDNR availability and review times.

## ESTIMATED PROJECT COST

Ramboll proposes to complete the Scope of Services described above for a lump sum fee of \$19,700 in accordance with the attached terms and conditions. A summary of the proposed fee is presented below.

Task	Proposed Fee
1. Update Dam Failure Analysis	\$8,200
2. Preliminary Evaluation of Alternatives	\$11,500
<b>Total</b>	<b>\$19,700</b>

If tasks beyond the Scope of Work provided in this proposal are identified, including multiple rounds of report comment and revisions, preparation for and discussions with third parties (e.g., lenders, insurance agents, external counsel), Ramboll will provide a proposal for additional services, in accordance with the attached business terms and conditions. Ramboll will not proceed with these additional tasks without authorization from the Client.

## CONDITIONS OF SERVICE

Presented below are Ramboll's conditions of service for completing the proposed scope of work.

### 1. Services Provided by Client/Others

It is assumed that the Client will provide the following:

- a) Hydraulic models provided from the WDNR;
- b) Access to the site; and
- c) Site investigation and survey data prepared to date by others;

### 2. Basis for Estimated Cost and Schedule

No scheduling, access, or other unforeseen difficulties in obtaining data will be encountered.

## CLOSING

Thank you for opportunity to be of service. If you find this proposal acceptable, please have a copy of the proposal executed and return it to Ramboll as our authorization to proceed. If you have any questions or need further information, please contact us.

Yours sincerely,

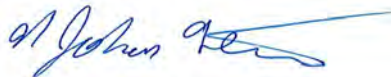


**Brian Schneider, PE, LEED AP**

Senior Managing Consultant

D +1 262 901 3507

[bschneider@ramboll.com](mailto:bschneider@ramboll.com)



**N. Johan Anestad, PE**

Project Manager

D +1 484 804 7238

[johan.anestad@ramboll.com](mailto:johan.anestad@ramboll.com)





**AUTHORIZATION TO PROCEED**

**Ramboll Proposal No. P2722-22204, dated December 13, 2022 for Dam Failure and Hydraulic Capacity Analyses, Woolen Mill Dam, Cedarburg, Wisconsin**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **ATTACHMENT A**

### **TERMS AND CONDITIONS**



## RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. STANDARD SERVICE TERMS AND CONDITIONS

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
  - a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
  - b) **Law** shall mean federal, state, local and other jurisdictional statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
  - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
  - d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, Ramboll Americas Engineering Solutions, Inc., unless otherwise stated in the Proposal.
  - e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
  - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
  - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
3. **Payment.** Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status.** Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care.** RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
8. **Insurance.** Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:
 

a) <b>Worker's Compensation</b>	Statutory amount where Services are performed
b) <b>Automobile</b>	\$1,000,000
c) <b>General Liability</b>	\$1,000,000
d) <b>Professional Liability</b>	\$1,000,000
e) <b>Excess Umbrella</b>	\$3,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.



9. **Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.

RAMBOLL will not provide development, design, manufacture, assembly, testing, maintenance, repairs, instruction, advice, training, transmission of know-how, or consulting services in relation to projects involving items that are subject to applicable legal trade restrictions including restrictions on items that originated in Russia or Belarus or that have been exported from Russia or Belarus (as such restrictions are amended from time to time). Client therefore represents and warrants that the project will not require RAMBOLL to provide any of the services set out above, or any other technical services, in relation to these items. RAMBOLL may terminate this Agreement immediately on written notice if RAMBOLL has cause to suspect that the Project may involve any services relating to any of the above items. Client shall indemnify RAMBOLL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by RAMBOLL arising out of a breach of this warranty and/or a termination by RAMBOLL. In such circumstances RAMBOLL shall be entitled to invoice the Client, and to be paid, in respect of all work carried out and all expenses incurred by RAMBOLL up to and including the date of notice of termination. Moreover, in such circumstances RAMBOLL has no liability towards the Client.

10. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
11. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
12. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:

- a) maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
  - b) provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
  - c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
  - d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.
13. **Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:
- a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
  - b) changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
  - c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
  - d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.
14. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.
15. **Force Majeure.** RAMBOLL, and its affiliates, shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include without limitation strike, lockout, embargo, epidemic, pandemic, or other outbreak of disease, quarantine restrictions, riot, war, act of terrorism, cyber-attack, flood, fire, act of God, act of the federal or state government, accident, failure or breakdown of components necessary to order completion, Client, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies or manufacturing facilities, compliance with any Law, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors. In any such event, RAMBOLL shall give prompt notice to Client of the event or circumstance and RAMBOLL will be entitled to an equitable adjustment in the time for performance of the Services and to equitable compensation from Client for the time expended and expenses incurred by RAMBOLL with respect to the Project.
16. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of RAMBOLL in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific

circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon RAMBOLL's receipt of payment. Client agrees to defend, indemnify and hold harmless RAMBOLL from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.

#### 17. Suspension of Services.

- a) Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
- b) In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

#### 18. Indemnification.

- a) Subject to paragraph 20 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
- b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.

#### 19. Limitation of Damages.

The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

#### 20. Liability.

The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 18a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than \$1,000,000.

#### 21. Mediation of Disputes.

The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the

other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.

#### 22. Termination.

Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.

#### 23. Modification.

This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.

#### 24. Notice.

All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.

#### 25. Interpretation.

This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.

#### 26. Severability.

If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

#### 27. Waiver.

Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

#### 28. Integration.

This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.

## CITY OF CEDARBURG

**MEETING DATE:** January 9, 2023

**ITEM NO:** 7.E.

**TITLE:** Discussion and possible action on approval of Sewer Service Agreement with W74 N1204 Washington Avenue

**ISSUE SUMMARY:** The resident at W74 N1204 Washington Avenue has a failing onsite septic system and is requesting to connect a sanitary sewer lateral to the sanitary manhole at their south property line. This manhole was installed in the summer of 2022 as part of the Fairway Village Phase 2 subdivision. The resident at W74 N1204 Washington Avenue is required to connect to the sanitary sewer within one year. Since this property was created by land division, they would also be required to extend the sanitary sewer main across their frontage to the farthest limit of the parcel. However, since the land to the north is in the Town and can't be annexed due to the boundary agreement with the Town, staff does not see the need for the extension of the sanitary sewer main across the frontage of W74 N1204 Washington Avenue at this time.

This agreement allows the resident at W74 N1204 Washington Avenue to connect to the sanitary sewer main at their south property line but in the event of further land division or other change of circumstances the owner would be forced to extend the sanitary sewer main to the farthest limit of their parcel at their expense.

**STAFF RECOMMENDATION:** Staff recommends approval.

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

**BUDGETARY IMPACT:** None.

**ATTACHMENTS:** Sewer Service Agreement

**INITIATED/REQUESTED BY:** Mike Wieser

**FOR MORE INFORMATION CONTACT:** Mike Wieser-(262)375-7610

## SEWER SERVICE AGREEMENT

This Sewer Service Agreement ("Agreement") is dated \_\_\_\_\_, 2023, by and between the City of Cedarburg, a Wisconsin Municipal Corporation ("City"), and John Haeberlin ("Haeberlin"), an adult individual who resides at W74N1204 Washington Avenue, Cedarburg, Wisconsin.

**WHEREAS**, John Haeberlin is the owner of the real property located at W74N1204 Washington Avenue, in the City of Cedarburg, Wisconsin, and more particularly described as follows:

Lot One (1) of CERTIFIED SURVEY MAP NO. 4089, recorded in the Ozaukee County Registry on March 12, 2020, as Document No. 1090754 and being that part of the Southwest ¼ of the Northwest ¼ of Section 22, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin.  
Tax Key No. 13-022-07-015.00

(hereinafter "Haeberlin Property"); and

**WHEREAS**,

**WHEREAS**, the Haeberlin Property was created as a result of a land division and subsequent plat of Fairway Village, abutting the Haeberlin Property to the south; and

**WHEREAS**, development which has occurred on property adjacent to the Haeberlin Property has damaged the filter bed of the private onsite wastewater treatment system serving the residential home on the Haeberlin Property; and

**WHEREAS**, sanitary sewer service has recently become available to the Haeberlin Property in the form of a sanitary sewer manhole at the south property line; and

**WHEREAS**, pursuant to Section 9-2-5(b)(1) of the City of Cedarburg Municipal Code, the owner of any house, building or property used for human occupancy or other habitation, situated within the city and adjacent to a public sewer or in a block through which a public sewer extends is hereby required, at his expense, to connect such facilities within 12 months after the public sewer first becomes operational; and

**WHEREAS**, by the terms of an Intergovernmental Agreement between the City and the Town of Cedarburg, real property abutting the Haeberlin Property to the north cannot be annexed into the City for the term of the Intergovernmental Agreement without the consent of the Town of Cedarburg;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Haeberlin hereby agree as follows:

1. Sewer Service Connection. Haeberlin may connect the residential home on the Haeberlin Property to City sanitary sewer service via the sanitary sewer manhole at the south property line in accordance with all applicable terms and conditions of the Cedarburg Municipal Code and upon payment of all permit fees, connection fees, and any other required fee or cost required therein.

2. Land Division. In the event that the Haeberlin Property is platted or in any way divided, including but not limited to, by subdivision, Certified Survey Map, or minor land division, at any time after the date of this Agreement, Haeberlin, or the successor owner(s) of the Haeberlin Property shall at the time of division, install sanitary sewer service to the farthest limit of the Haeberlin Property, unless the owner is excused by the Common Council after referral to the Plan Commission and/or utility commission. In the event the improvements are required to the end of the parcel, as defined herein, the owner shall be required to post bond with the City if improvements are not made.

3. Change of Use/Adjacent Development/Change of Circumstances. In the event that there is a change of circumstances related to or abutting the Haeberlin Property, including, but not limited to, a change of the use or zoning of the Haeberlin Property, or redevelopment of the structures on the Haeberlin Property, or land division or redevelopment of real property adjacent to the the Haeberlin Property, then the City may require that Haeberlin, or the successor owner(s) of the Haeberlin Property, shall, within one (1) year of written notice from the City, install sanitary sewer service to the farthest limit of the Haeberlin Property, unless the owner is excused by the Common Council after referral to the Plan Commission and/or utility commission. In the event the improvements are required to the end of the parcel, as defined herein, the owner shall be required to post bond with the City if improvements are not made.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the Parties are merged herein and made a part of hereof, it being the intention of the Parties hereto that this Agreement shall serve as the complete and exclusive statement of the terms of the agreements between the parties. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the Party or Parties to be affected thereby.

5. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed original signatures for purposes of this Agreement.

6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided, however, that if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Inurnment. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, beneficiaries, heirs and personal representatives, as applicable, provided that any assignment of this Agreement or the rights hereunder by any Party hereto without the written consent of the other parties shall be void.

8. Recording. This Agreement shall be recorded with the Ozaukee County Register of Deeds Office.

**CITY OF CEDARBURG:**

by: \_\_\_\_\_  
Michael O'Keefe, Mayor

by: \_\_\_\_\_  
Tracie Sette, City Clerk

STATE OF WISCONSIN )

)

Ozaukee County )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above named Michael O'Keefe and Tracie Sette, to me known to be the Mayor and City Clerk of the City of Cedarburg, Wisconsin, and the person who executed and acknowledged the foregoing document.

\_\_\_\_\_

\_\_\_\_\_, Notary Public, State of Wisconsin

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

**JOHN HAEBERLIN:**

\_\_\_\_\_

**John Haeberlin**

STATE OF WISCONSIN )

)

Ozaukee County )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above named John Haeberlin, to me known to be the person who executed and acknowledged the foregoing document.

\_\_\_\_\_

\_\_\_\_\_, Notary Public, State of Wisconsin

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

## CITY OF CEDARBURG

**MEETING DATE:** January 9, 2023

**ITEM NO:** 7.F. & 7.G.

**TITLE:** Discussion and possible action on Resolution Nos. 2023-01 and 2023-02 Designating Depositories and Authorizing Signatures for Cedarburg Light & Water and City of Cedarburg checking and savings accounts\*

**ISSUE SUMMARY:**

Each year, a Resolution must be brought before the Council for approval of the current banking institutions utilized by Cedarburg Light & Water and the City of Cedarburg. The Resolution must also specify who the approved signers will be on those accounts. Resolution No 2023-01 and 2023-02 represent the most recent updates and require Council approval.

**STAFF RECOMMENDATION:** approval of Resolution No 2023-01 and 2023-02

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** n/a

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:** Resolution No 2023-01 and 2023-02

**INITIATED/REQUESTED BY:** Mari Lauer, Cedarburg Light and Water and Tracie Sette, City Clerk

**FOR MORE INFORMATION CONTACT:** Mari Lauer (262) 375-7650, Tracie Sette (262) 375-7606



## **RESOLUTION NO. 2023-01**

### **A Resolution designating Depositories and Authorizing Signatures - Cedarburg Light & Water Commission Checking and Savings Accounts**

RESOLVED, by the Common Council of the City of Cedarburg, that the following banking institutions and possible successors:

Port Washington State Bank  
State of Wisconsin Investment Pool

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the City Administrator/Treasurer, Cedarburg Light & Water Commission, City of Cedarburg, State of Wisconsin, and all other city officers included in the provisions of Chapter 34 of the Wisconsin Statutes.

RESOLVED FURTHER, that Harris Bank, NA, – Cedarburg, Wisconsin, Port Washington State Bank – Cedarburg, Wisconsin and Commerce State Bank – Cedarburg, Wisconsin, be designated as the working banks for the year 2023 and that the Common Council, City Administrator, and the Finance Director/Treasurer, upon recommendation of the Cedarburg Light & Water Commission, be authorized and directed to distribute said funds.

RESOLVED FURTHER, that the City Administrator/Treasurer or other authorized representatives, including employees of the Cedarburg Light & Water Commission, be hereby instructed to deposit Cedarburg Light & Water Commission funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

RESOLVED FURTHER, that withdrawal or disbursement from any of the above-named depositories shall be by order of check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal form, as provided in Section 66.0607 of the Wisconsin Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel appointed by the Cedarburg light & Water Commission. All checks and passbook savings withdrawal forms, effective January 10, 2023, shall be signed by at least one of the following persons:

Blaine Hilgendorf, President  
David Pagel, Secretary  
Tracie Sette, City Clerk  
Ben Daniel-Seth Collins, General Manager  
Mari Lauer, Administrative Manager



RESOLVED FURTHER, that for all check orders and passbook savings withdrawal forms, in lieu of their personal signatures, the following facsimile signatures as shown, which have been adopted by them, may be affixed to such document and will become effective as of January 10, 2023:

Blaine Hilgendorf, President  
David Pagel, Secretary  
Tracie Sette, City Clerk  
Ben Daniel-Seth Collins, General Manager  
Mari Lauer, Administrative Manager

RESOLVED FURTHER, that any one of the above named depositories shall be fully warranted and protected in making payment on any check order bearing such facsimiles notwithstanding that the same may have been placed thereon with the authority of the designated person or persons.

Passed and adopted by the Common Council of the City of Cedarburg this 9<sup>th</sup> day of January, 2023.

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Michael O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

## **RESOLUTION NO. 2023-02**

### **A Resolution designating Depositories and Authorizing Signatures for the City of Cedarburg Checking and Savings Accounts**

RESOLVED, by the Common Council of the City of Cedarburg, that the following banking institutions or their successors:

U.S. Bankcorp Investments  
BMO Harris Bank, Milwaukee & Cedarburg, Wisconsin  
Local Government Investment Pool, State of Wisconsin  
Port Washington State Bank, Cedarburg, Wisconsin  
Summit Credit Union, Cedarburg & West Bend, Wisconsin

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the Finance Director/Treasurer of the City of Cedarburg, State of Wisconsin, and all other city officers included in the provisions of Chapter 34 of the Wisconsin Statutes.

RESOLVED FURTHER, that Port Washington State Bank, Cedarburg, Wisconsin, be designated as the working bank for January 09, 2023 through April 30, 2024 and that the Common Council and the Finance Director/Treasurer be authorized and directed to distribute the city funds.

RESOLVED FURTHER, that the Finance Director/Treasurer be hereby instructed to deposit city funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

RESOLVED FURTHER, that the depositories shall furnish collateral for city funds on deposit pursuant to Investment Policy FC-4.

RESOLVED FURTHER, that withdrawal or disbursement from any of the above-named depositories shall be by order check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal form, as provided in Section 66.0607 of the Wisconsin Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel. In accordance therewith all order check and savings withdrawal forms, effective immediately, shall be signed by any three of the following persons:

Tracie Sette, City Clerk  
Kelly Livingston, Finance Director/Treasurer  
Michael J. O'Keefe, Mayor or  
Patricia Thome, Acting Mayor

RESOLVED FURTHER, that in lieu of their personal signatures, the following signatures, which have been adopted by them as below shown:

Michael J. O'Keefe, Mayor

Tracie Sette, City Clerk

Kelly Livingston, Finance Director/Treasurer

may be affixed on such order checks and savings withdrawal forms that any one of the above-named depositories shall be fully warranted and protected in making payment on any other check bearing such facsimiles notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

Passed and adopted by the Common Council of the City of Cedarburg this 9<sup>th</sup> day of January 2023.

Attest:

\_\_\_\_\_  
Michael O'Keefe, Mayor

\_\_\_\_\_  
Tracie Sette, City Clerk

\_\_\_\_\_  
Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** January 9, 2023

**ITEM NO:** 7.H.

**TITLE:** Consent of the City of the Collateral Assignment of TIF Agreement for Fox Run Development.

**ISSUE SUMMARY:** As part of the TIF agreement the developer discussed and negotiated the collateral assignment of TIF agreement into the TIF Incentive Agreement in Article III(B) and Article VIII of that agreement with the City. The documents have since been compiled and require the City's consent.

**STAFF RECOMMENDATION:** Staff recommends that the City consent to this agreement.

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

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Collateral Assignment of TIF Agreement, Consent of the City form

**INITIATED/REQUESTED BY:** Mikko Hilvo, City Administrator

**FOR MORE INFORMATION CONTACT:** Mikko Hilvo, City Administrator, Attorney Michael Herbrand

## COLLATERAL ASSIGNMENT OF TIF AGREEMENT

THIS COLLATERAL ASSIGNMENT OF TIF AGREEMENT (this "Assignment") is made as of July 29, 2022, by **FOX RUN DEVELOPMENT CEDARBURG LLC**, a Wisconsin limited liability company, and **JB PROPERTIES 8 LLC**, a Wisconsin limited liability company (collectively, "Borrower"), in favor of **BANK FIRST, N.A.** ("Lender").

### RECITALS

A. Pursuant to a Construction Loan Agreement dated as of the date of this Assignment between Lender and Borrower (as may be amended, restated, modified, revised, replaced or supplemented from time to time, the "Loan Agreement"), Lender has agreed to make a loan to Borrower in the original principal amount of up to Fifty-Three Million Seven Hundred Seventeen Thousand Eight Hundred Fifteen Dollars (\$53,717,815.00) (the "Loan") evidenced by that certain Mortgage Note dated as of the date of this Assignment executed by Borrower in favor of Lender in the original principal amount of the Loan (as may be amended, modified, supplemented restated or replaced from time to time, the "Note").

B. The Note is secured by (1) a first priority Construction Mortgage, Security Agreement and Fixture Financing Statement dated as of the date of this Assignment executed by Borrower in favor of Lender (the "Mortgage") encumbering the real property described on the attached Exhibit A (the "Property"), and (2) other related documents which secure or provide evidence for, or are executed in connection with, the Loan (collectively, with the Loan Agreement and the Note, as may be amended, restated, modified, revised, replaced or supplemented from time to time, the "Loan Documents").

C. Borrower, P2 Development Company, LLC and the City of Cedarburg, Wisconsin (the "City") have entered into a Tax Incremental Financing Agreement on or about July 27, 2022 (the "TIF Agreement") pertaining to the tax incremental financing being provided for the development of the Property, the form of which is attached to this Assignment as Exhibit B.

D. Lender requires Borrower to execute and deliver this Assignment as additional collateral for the Loan.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Assignment. As security for Borrower's obligations under the Loan Agreement, the Note and the other Loan Documents (the "Obligations"), Borrower hereby collaterally assigns to Lender all of its right, title, and interest in the TIF Agreement, including all rights to payments, credits or other incentives thereunder, it being understood and agreed that, if an Event of Default

(as defined in the Loan Agreement) does not occur or the Obligations are satisfied in full, then this Assignment shall terminate.

2. Lender's Rights Upon Default. If an Event of Default occurs and is continuing, then Lender may, at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Borrower's rights under the TIF Agreement. In such event, Lender shall have all of the rights of Borrower under the TIF Agreement. Prior to the occurrence of an Event of Default and the written election by Lender to assume Borrower's rights under the TIF Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Borrower under the TIF Agreement. Nothing herein constitutes a release by the City of Borrower from its obligations under the TIF Agreement even if Lender elects to assume Borrower's rights thereunder, and to the extent the TIF Agreement is not performed by Lender, Borrower remains responsible to the City for all of its obligations under the TIF Agreement.

3. Performance of Borrower. Borrower shall faithfully abide by, perform and discharge each of Borrower's obligations, covenants and agreements under the TIF Agreement. Without the prior written consent of Lender, Borrower shall not (a) modify or in any way alter the terms of the TIF Agreement, (b) pledge or assign the TIF Agreement, (c) waive any of its rights under the TIF Agreement, or (d) terminate or surrender the TIF Agreement.

4. Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the TIF Agreement or the obligations, duties or liabilities of Borrower under the TIF Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

5. Representations and Covenants. Borrower represents and warrants that (a) Borrower has the full right to collaterally assign the TIF Agreement; (b) the TIF Agreement is valid, is in full force and effect and has not been modified or amended; (c) there are no outstanding assignments or pledges of the TIF Agreement; and (d), to Borrower's knowledge there are no existing defaults, rights of setoff, or claims for additional payments under the TIF Agreement. Further, Borrower covenants that, if, during the term of the Loan, Borrower enters into a future development agreement for the Property, it will provide for the collateral assignment of such development agreement to Lender in accordance with the provisions of an assignment document approved by Lender.

6. Authorization. Upon the occurrence and during the continuance of an Event of Default, Borrower irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Borrower's name or in Lender's name, or otherwise, to enforce all rights of Borrower under the TIF Agreement, and such power, being coupled with an interest, is irrevocable.

7. No Liability For Lender. Subject to the Provisions of Section 2, Lender shall not be obligated to perform or discharge and does not by this Assignment undertake to perform or discharge any obligation, duty or liability under the TIF Agreement.



8. Borrower Holds Lender Harmless. Borrower shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the TIF Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the TIF Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Borrower shall reimburse Lender for such amounts immediately upon demand.

9. Security Interest in Agreements. In addition, Borrower hereby grants to Lender a security interest in Borrower's right, title, and interest in the TIF Agreement, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Borrower acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

10. Successors and Assigns. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not assign its obligations or interests under the TIF Agreement or under this Assignment without Lender's prior written consent.

11. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

12. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

13. Notices And Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Agreement.

14. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature.

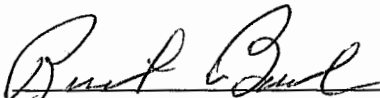
[Signature page to follow]

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF  
TIF AGREEMENT

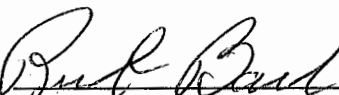
Dated as of the date first set forth above.

**BORROWER:**

**FOX RUN DEVELOPMENT CEDARBURG LLC**

By:   
Robert Bach, Manager

**JB PROPERTIES 8 LLC**

By:   
Robert Bach, Manager



## CONSENT OF THE CITY

The City of Cedarburg, Wisconsin (the "City") hereby consents to the foregoing Assignment and agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Borrower's rights under the TIF Agreement, the City shall continue to perform its obligations under the terms of the TIF Agreement in the manner specified in the TIF Agreement as if Lender were originally a party to the TIF Agreement. Lender's obligations under the foregoing Assignment are not personal obligations or binding on any of Lender's assets, except Lender's interest in the Property. This consent shall apply to any additional loans between Lender and Borrower in connection with the construction and development of the Property, including, without limitation, any construction loans that replace or refinance the Loan.

Nothing in the foregoing Assignment constitutes a release by the City of Borrower from its obligations under the TIF Agreement even if Lender elects to assume Borrower's rights thereunder, and to the extent the TIF Agreement is not performed by Lender, Borrower remains responsible to the City for all of its obligations under the TIF Agreement. The City shall provide written notice to Lender of any default of Borrower under the TIF Agreement in the same manner and at the same time as required under the TIF Agreement to the following address: Bank First, N.A., 11740 North Port Washington Road, Mequon, Wisconsin 53092, Attention: Joseph Nelson.

### CITY OF CEDARBURG

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL A:**

Lot 1, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

**PARCEL B:**

Lot 2, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

**PARCEL C:**

Lot 3, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

**PARCEL D:**

Lot 4, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

**PARCEL E:**

Lot 5, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin.

**PARCEL F:**

Lot 6, Block 19, Assessor's Plat, City of Cedarburg, County of Ozaukee, State of Wisconsin and part of the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:  
Commencing at a point 1321 feet East of the Northwest corner of the Northeast 1/4, Section 34, Township 10 North, Range 21 East and 244.2 feet South, and on the East line of the T.M.E.R. & L. Co. right of way, which is the point of beginning; thence South 89 degrees East 75.46 feet; thence North 0 degrees 30' East, 112.3 feet; thence South 89 degrees 35' East, 222.2 feet; thence North 0 degrees 30' E 101.1 feet; to a point in the South line of Western Avenue;(which point is 33 feet South of the North line of said Section 34) thence East 47.5 feet, thence South 222 feet; thence South 89 degrees East 47.5 feet; thence South 323.5 feet; thence South 74.5 degrees 51' West 428 feet to a point in the East line of the T.M.E.R. & L. Co. right of way; thence North 3 degrees 21' East along said right of way 397.8 feet; thence North 36.1 feet to the place of beginning.

**PARCEL G:**

That part of the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg and that part of Lot 11, Block 19, in the Assessor's Plat of the City of Cedarburg, County of Ozaukee, State of Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Quarter Section; thence East along the North line of said Quarter Section 1713.88 feet to a point; thence South 0 degrees 30 minutes West 566.0 feet to a point in the North line of Lot 11 aforesaid; thence South 0 degrees 30 minutes West 107.02 feet to a point in the South line of Lot 11 aforesaid; thence South 75 degrees, 07 minutes West along the South line of Lot 11 aforesaid 432.9 feet; thence North 3 degrees 21 minutes East 106.7 feet to a point in a line South 74 degrees, 51 minutes West from the Northwest corner of Lot 11 aforesaid; thence North 74 degrees, 51 minutes East to the Northwest corner of Lot 11 aforesaid and thence North 74 degrees 51 minutes East along the North line of Lot 11 a total of 428 feet to the place of beginning.

**PARCEL H:**

That part of the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg and that part of Lot 11, Block 19, in the Assessor's Plat of the City of Cedarburg, County of Ozaukee, State of Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence East along the North line of said 1/4 section 1713.88 feet to a point; thence South 0 degrees 30 minutes West, 566.0 feet to a point in the North line of Lot 11 aforesaid; the place of beginning of the land to be described; thence South 0 degrees 30 minutes West 107.2 feet to a point in the South line of Lot 11 aforesaid; thence North 75 degrees 07 minutes East along the South line of Lot 11 aforesaid, 130 feet; thence North 0 degrees 30 minutes East, 107.82 feet to a point in a line North 74 degrees 51 minutes East from the Northwest corner of Lot 11 aforesaid; thence South 74 degrees 51 minutes West along the North line of said Lot 11, 130.18 feet, more or less, to the place of beginning.

**PARCEL I:**

That part of Lot 13, Block 19, Assessor's Plat of the City of Cedarburg, and that part of the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point 1766.42 feet North of the Southeast corner of the West 1/2 of said quarter section; thence North 74 degrees 58' East along the South line of Herman Jaehnert property 560.2 feet to a stone monument; thence North 14 degrees 53' West on line 93.46 feet to a stone monument in the South line of Immanuel Evangelical Lutheran Church Property; thence South 75 degrees 07' West along the South line of the Church property and the Kiekhaefer Corp. property 562.9 feet to a stone monument in the East line of the Railway and transmission Line Right of Way of the Wisconsin Electric Power Co.; thence South 3 degrees 21' West along the East line of said right of way 100.00 feet to a stone monument in the South line of Herman Jaehnert property; thence North 74 degrees 58' East on a line 34.00 feet to the place of beginning.

**PARCEL J:**

That part of the Lot 15, Block 19, Assessor's Plat of the City of Cedarburg, in the Northeast 1/4 of Section 34-10-21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Lot 15; thence South 88 degrees 23'29" East, along the South line of said Lot 15, being also the North line of Arnold Buch's Addition, 405.81 feet to its intersection with the centerline of S. 2nd Avenue, as laid out in Arnold Buch's Addition, said point being the point of beginning of the land to be described; thence North 1 degrees 36'31" East, along the Northerly extension of the centerline of S. 2nd Avenue, 155.00 feet to a point; thence North 88 degrees 23'29" West on a line parallel to the South line of said Lot 15, 70.00 feet to a point; thence North 1 degrees 36' 31" East on a line parallel to the Northerly extension of the centerline of said South 2nd Avenue, 163.19 feet to a point in the Northerly line of said Lot 15; thence North 74 degrees 58' 01" East along the Northerly line of said Lot 15, 232.78 feet to a Northeast corner of said Lot 15; thence South 2 degrees 07'47" West along the Easterly line of said Lot 15, 132.27 feet to a corner of said Lot 15; thence North 74 degrees 25'11" East along a Northerly line of said Lot 15, 125.94 feet to a Northeast corner of said Lot 15; thence South 1 degrees 53'01" West along the Easterly line of said Lot 15, 287.70 feet to the Southeast corner of said Lot 15; thence North 88 degrees 23'29" West along the South line of said Lot 15, 271.40 feet to the point of beginning.

**PARCEL K:**

That part of Lot 15, Block 19, Assessor's Plat of the City of Cedarburg, and part of the Northwest 1/4 of the Northeast 1/4 of Section 34, all in the Northeast 1/4 of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, County of Ozaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Lot 15; thence South 88 degrees 23'29" East along the South line of said Lot 15, being also the North line of Arnold Buch's Addition; 405.81 feet to its intersection with the center line of South 2<sup>nd</sup> Avenue, as laid out in said Arnold Buch's Addition; thence North 1 degrees 36'31" East along the Northerly extension of the centerline of said South 2nd Avenue, 155.00 feet to a point; thence North 88 degrees 23'29" West on a line parallel to the South line of said Lot 15, 70.00 feet to a point; thence North 1 degree 36'31" East on a line parallel to the Northerly extension of the centerline of said South 2nd Avenue 163.19 feet to a point in the Northerly line of said Lot 15; thence South 74 degrees 58'01" West along the Northerly line of said Lot 15 and its Westerly extension 386.91 feet to a point in the Easterly line of the Wisconsin Electric Power Co. right of way; thence South 3 degrees 21'01" West, along the Easterly line of said right of way 207.44 feet to a point in the North line of said Arnold Buch's Addition; thence South 88 degrees 23'29" East along the North line of said Arnold Buch's Addition 41.20 feet to the point of beginning.

Property Address: N49 W6337 Western Road and N43 W6300 Jackson Street, Cedarburg, WI 53012

Tax Key Number: 13-050-19-01-001

**EXHIBIT B**  
**TIF AGREEMENT**

See attached.

**From:** Sue Schrader <[Sue.Schrader@artmusichistory.org](mailto:Sue.Schrader@artmusichistory.org)>  
**Sent:** Tuesday, December 20, 2022 3:04 PM  
**To:** City of Cedarburg - Amy Kletzien <[akletzien@ci.cedarburg.wi.us](mailto:akletzien@ci.cedarburg.wi.us)>  
**Subject:** Liquor license extension for four CCC dates

**CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe.**

Hi Amy,  
Thanks for your time today.

The Cedarburg Cultural Center is creating new programming ideas for 2023. One of the core components of our mission is “music,” but since Covid everyone up and down Washington Ave has music so it’s harder for us to stay competitive. One of our new ideas is the OZK Night Market. The OZK Night Market will be a free, outdoor event showcasing a variety of local vendors, performers and artists. It will be a celebration of Ozaukee’s unique and inspiring creative culture.

The proposed dates are Thursdays, May 4, June 1, July 6 and Aug. 3 from 5-9pm.

We would like to request that our liquor permit be extended to our parking lot on those dates/times. We will have people standing at the exits to ensure attendees are not leaving the parking lot with liquor. We will also post signage and on our website with that rule.

Please let me know if you need more information from me. We will also be requesting an amplified sound permit for a DJ.

Thanks,  
Sue

Sue Schrader  
Executive Director  
Cedarburg Cultural Center



## CITY OF CEDARBURG

**MEETING DATE:** January 9, 2023

**ITEM NO:** 7.J.

**TITLE:** 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, 2023 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 SELL**1 **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 property  
 28 \_\_\_\_\_; 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.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of  
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at  
 292 lines 293-312.

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

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

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

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

298 Seller: ( ) Firm: ( )

299 ☒ (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or  
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 ☒ (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
 303 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  
 304 305 or 306.

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

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

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

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

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

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

315  
 316  
 317

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

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

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

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

9/1/2020  
 Date ▲

328 (x)  
 329 Seller's Signature ▲ Print Name } Date ▲

330 (x)  
 331 Seller's Signature ▲ Print Name } Date ▲

332 (x)  
 333 Seller's Signature ▲ Print Name } Date ▲

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

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

9/1/2020  
 Date ▲

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

341 (x)  
 342 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 <a href="https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx">https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</a> 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?<br>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 <a href="https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx">https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx</a> 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?<br>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 <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> 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 <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).   | <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?<br>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 <a href="http://dnr.wi.gov/topic/forestry.html">http://dnr.wi.gov/topic/forestry.html</a> . | <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?<br>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 Micko Hlwa - 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 Micko Hlwa 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, 2022  
7 to midnight December 31, 2023.  
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's entity is City of Cedarburg.  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
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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

38 (x) \_\_\_\_\_

39 By Agent for Firm ▲ Date ▲

40 Print name ► Curt J. Pitzen

(x) \_\_\_\_\_

Seller's/Owner's Signature ▲ Date ▲

Print name ► Tracie Sette, City Clerk

(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 ▲

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/09/2022	PWBDD	42335*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	518100	19.79
				OPERATING SUPPLIES	500350	518100	19.78
				MAINTENANCE PARTS	500353	533210	17.98
				REPAIR AND MAINTENANCE	500240	555510	7.04
				REPAIR AND MAINTENANCE	500240	555510	29.69
				REPAIR AND MAINTENANCE	500240	555510	6.93
				REPAIR AND MAINTENANCE	500240	555510	32.38
				CHECK PWBDD 42335 TOTAL FOR FUND 100:			133.59
12/09/2022	PWBDD	42337	BILL ESSELMANN	AWARDS, SUPPLIES	500343	519200	75.00
12/09/2022	PWBDD	42338	BILL ESSELMANN	AWARDS, SUPPLIES	500343	519200	75.00
12/09/2022	PWBDD	42346#	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	53.51
				ELECTIONS LEGAL NOTICES	500321	514200	56.59
				OTHER EXPENSES - ADVTS CHRSTMS CRAFT	500390	555140	75.00
				CHECK PWBDD 42346 TOTAL FOR FUND 100:			185.10
12/09/2022	PWBDD	42349	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	293.44
12/09/2022	PWBDD	42350	EXTINGUISHERS AT RANDOM LLC	REPAIR AND MAINTENANCE	500240	522230	406.00
12/09/2022	PWBDD	42351	FIRESIDE THEATRE	OTHER EXPENSES - FIRESIDE 9.14.23	500390	555140	57.00
12/09/2022	PWBDD	42352	FORWARD TS	EQUIPMENT OUTLAY	500385	514700	9.47
				EQUIPMENT OUTLAY	500385	514700	9.23
				CHECK PWBDD 42352 TOTAL FOR FUND 100:			18.70
12/09/2022	PWBDD	42353	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	1,450.00
12/09/2022	PWBDD	42354	GRAINGER	OPERATING SUPPLIES	500350	518100	84.19
12/09/2022	PWBDD	42355	GROTHS COUNTRY GARDENS	SUPPLIES AND EXPENSES	500347	555220	1,450.00
12/09/2022	PWBDD	42357	JACKSON CONCRETE INC.	REPAIR AND MAINTENANCE	500240	533440	788.00
12/09/2022	PWBDD	42365	KRISTEN BURKART	PUBLIC WORKS FEES	463101	000000	25.00
12/09/2022	PWBDD	42371	MAGGIE ANDERSON	AWARDS, SUPPLIES	500343	519200	25.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/09/2022	PWBDD	42372	MAGGIE ANDERSON	AWARDS, SUPPLIES	500343	519200	25.00
12/09/2022	PWBDD	42373	MIDAS AUTO SERVICE	REPAIR AND MAINTENANCE	500240	522120	183.44
12/09/2022	PWBDD	42376	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	142.72
12/09/2022	PWBDD	42378*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	7.90
				MAINTENANCE PARTS	500353	533210	(36.41)
				CHECK PWBDD 42378 TOTAL FOR FUND 100:			(28.51)
12/09/2022	PWBDD	42381*#	OLSEN'S PIGGLY WIGGLY	PROFESSIONAL SERVICES	500210	519200	74.51
12/09/2022	PWBDD	42382#	ONTECH SYSTEMS, INC	EQUIPMENT/CAPITAL OUTLAY	500380	514700	1,275.00
				PROFESSIONAL SERVICES	500210	515400	610.00
				PROFESSIONAL SERVICES	500210	515400	927.50
				PROFESSIONAL SERVICES	500210	515400	319.20
				CHECK PWBDD 42382 TOTAL FOR FUND 100:			3,131.70
12/09/2022	PWBDD	42383	OWEN'S OFFICE SUPPLIES	OFFICE SUPPLIES - NEWSLETTER PAPER			** VOIDED **
				OFFICE SUPPLIES - NEWSLTR PAPER			** VOIDED **
12/09/2022	PWBDD	42386	PORT WASHINGTON ADULT SENIOR	OTHER EXPENSES - FIRESIDE REIMB	500390	555140	1,554.48
				OTHER EXPENSES - TRIP TO SISTINE/GRN	500390	555140	1,133.20
				CHECK PWBDD 42386 TOTAL FOR FUND 100:			2,687.68
12/09/2022	PWBDD	42387	RIVER RUN COMPUTERS, INC.	TELEPHONE/COMMUNICATIONS	500225	522110	75.00
12/09/2022	PWBDD	42388	SAUKVILLE FEED SUPPLIES, INC	REPAIR AND MAINTENANCE	500240	555510	1,535.95
12/09/2022	PWBDD	42394*#	U.S. CELLULAR	BUDD CELL 5488	500225	522310	42.19
				THOMA CELL 0282	500225	522310	42.50
				URBANER CELL 5335	500225	533110	42.86
				WIESER CELL 1782	500225	533110	38.83
				DPW IPAD 1293	500225	533210	25.36
				RONIZ CELL 9168	500225	533210	43.00

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Fund: 100 GENERAL FUND							
				BUBLITZ HOT SPOT 0913	500225	533210	39.86
				BUBLITZ TABLET 1195	500225	533210	25.38
				LEGAULT TABLET 9599	500225	555510	10.86
				KETTNER TABLET 9629	500225	555510	10.86
				MASSE TABLET 5195	500225	555510	10.86
				WESTPHAL TABLET 8568	500225	555510	10.86
				WESTPHAL CELL 3140	500225	555510	61.31
				CHECK PWBDD 42394 TOTAL FOR FUND 100:			404.73
12/09/2022	PWBDD	42395	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	56.12
12/09/2022	PWBDD	42396	UW VETERINARY CARE	K-9 UNIT EXPENSE	500352	522120	2,286.77
				K-9 UNIT EXPENSE	500352	522120	671.64
				CHECK PWBDD 42396 TOTAL FOR FUND 100:			2,958.41
12/16/2022	PWBDD	42401	ALL ABOUT ACCESS	REPAIR AND MAINTENANCE	500240	518100	1,923.00
12/16/2022	PWBDD	42402	APWA MEMBERSHIP	PROF PUBLICATIONS AND DUES	500320	533110	800.00
12/16/2022	PWBDD	42403	AXON ENTERPRISE INC	SUPPLIES AND EXPENSES	500347	522120	237.69
12/16/2022	PWBDD	42405*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	518100	2.69
				OPERATING SUPPLIES	500350	518100	2.06
				OPERATING SUPPLIES	500350	522410	2.69
				OPERATING SUPPLIES	500350	533210	8.54
				MAINTENANCE PARTS	500353	533210	21.91
				SIGNS	500363	533311	57.53
				REPAIR AND MAINTENANCE	500240	555510	21.56
				REPAIR AND MAINTENANCE	500240	555510	18.87
				REPAIR AND MAINTENANCE	500240	555510	26.96
				CHECK PWBDD 42405 TOTAL FOR FUND 100:			162.81
12/16/2022	PWBDD	42406	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	111.96
				MAINTENANCE PARTS	500353	533210	81.99
				CHECK PWBDD 42406 TOTAL FOR FUND 100:			193.95
12/16/2022	PWBDD	42407	BRIAN C DRAPER	OVERPAYMENT OF TAXES	261400	000000	53.88

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/16/2022	PWBDD	42408	BUREAU VERITAS NATIONAL ELEVATOR	REPAIR AND MAINTENANCE	500240	518100	80.00
				REPAIR AND MAINTENANCE	500240	518100	64.00
				CHECK PWBDD 42408 TOTAL FOR FUND 100:			144.00
12/16/2022	PWBDD	42409	CALLAHAN BLUM, ERIN	PROFESSIONAL SERVICES - WTRCLR INSTRUCT	500210	555140	357.00
12/16/2022	PWBDD	42410*#	CARDMEMBER SERVICE	CHAMBER	500330	511100	85.00
				IIMC	500320	514100	185.00
				ZOOM	500320	514100	63.26
				OFFICE SUPPLIES	500310	514200	346.63
				LITTLE BBQ	500210	519200	736.05
				TELEPHONE/COMMUNICATIONS	500225	522110	17.99
				REPAIR AND MAINTENANCE	500240	522110	60.88
				ENTERPRISE	500330	522110	775.37
				TARGER/CASEY'S	500347	522110	276.37
				AMAZON	500380	522110	195.30
				TRAVEL & TRAINING	500330	522120	99.00
				SUPPLIES AND EXPENSES	500347	522120	54.96
				SUPPLIES AND EXPENSES	500347	522120	84.71
				EQUIPMENT/CAPITAL OUTLAY	500380	522120	985.00
				OFFICE SUPPLIES	500310	522310	199.75
				MENARDS	500240	522410	402.94
				SALS/TOMASOS	500350	522410	116.85
				TRUEWERK	500350	533210	129.51
				AMAZON	500350	533210	355.87
				AMAZON	500353	533210	14.98
				EQUIPMENT/CAPITAL OUTLAY	500380	533450	413.11
				OFFICE SUPPLIES	500310	555140	36.92
				WASC CONF	500330	555140	102.15
				REPAIR AND MAINTENANCE	500240	555510	298.59
				DOG WASTE BAGS	500240	555510	369.41
				EARTH FORT	500290	555510	50.00
				CHECK PWBDD 42410 TOTAL FOR FUND 100:			6,455.60
12/16/2022	PWBDD	42411	CEDARBURG LIGHT & WATER	McCOMIS W70N1116 PINEHURST	256201	000000	1,945.00



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Fund: 100 GENERAL FUND							
				TIM O'BRIEN W70N1154 PINEHURST	256201	000000	1,945.00
				DUNKIN W62N245 WASHINGTON AVE	256201	000000	9,725.00
				CHECK PWBDD 42411 TOTAL FOR FUND 100:			13,615.00
12/16/2022	PWBDD	42412	CEDARBURG OVERHEAD DOOR CO.	REPAIR AND MAINTENANCE	500240	522100	155.00
12/16/2022	PWBDD	42414	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	120.00
12/16/2022	PWBDD	42415	CITY OF CEDARBURG	OFFICE SUPPLIES - NEWSLTR POSTAGE	500310	555140	93.48
12/16/2022	PWBDD	42416	COLUMBIA ST MARY'S INC	OTHER EXPENSES	500390	522120	666.00
12/16/2022	PWBDD	42417	COMPLETE OFFICE OF WISCONSIN	OPERATING SUPPLIES	500350	533210	63.30
12/16/2022	PWBDD	42418	CULLIGAN OF WEST BEND	MAINTENANCE SUPPLIES	500340	522100	105.60
12/16/2022	PWBDD	42419	DANIEL V BEARSS	OVERPAYMENT OF TAXES	261400	000000	87.98
12/16/2022	PWBDD	42420	DECORAH ANIMAL HOSPITAL	K-9 UNIT EXPENSE	500352	522120	100.24
12/16/2022	PWBDD	42421	DIGITAL EDGE OF GRAFTON	PRINTING-NEWSLETTERS, ETC	500313	522110	418.00
12/16/2022	PWBDD	42423*#	EXTINGUISHERS AT RANDOM LLC	REPAIR AND MAINTENANCE	500240	518100	36.00
				REPAIR AND MAINTENANCE	500240	518100	417.00
				REPAIR AND MAINTENANCE	500240	522100	40.00
				REPAIR AND MAINTENANCE	500240	522100	156.00
				MAINT/CONTRACTED SERVICES	500290	522410	32.00
				PROFESSIONAL SERVICES	500210	533210	1,466.00
				REPAIR AND MAINTENANCE	500240	555510	12.00
				REPAIR AND MAINTENANCE	500240	555510	8.00
				REPAIR AND MAINTENANCE	500240	555510	89.00
				REPAIR AND MAINTENANCE	500240	555510	12.00
				CHECK PWBDD 42423 TOTAL FOR FUND 100:			2,268.00
12/16/2022	PWBDD	42424	FLYRITE LLC	OTHER EXPENSES	500390	522110	120.00
12/16/2022	PWBDD	42425	GARY GRAHAM	PUBLIC WORKS FEES	463101	000000	55.00
12/16/2022	PWBDD	42426	GARY MYRAH	OVERPAYMENT OF TAXES	261400	000000	104.16
12/16/2022	PWBDD	42427	GLOBAL RENTAL CO., INC	MAINT/CONTRACTED SERVICES	500290	555510	3,900.00

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Fund: 100 GENERAL FUND							
				EQUIPMENT/CAPITAL OUTLAY	500380	555510	2,750.00
				CHECK PWBDD 42427 TOTAL FOR FUND 100:			<u>6,650.00</u>
12/16/2022	PWBDD	42429	GOLLNICK & SONS TREE SERVICE	PROFESSIONAL SERVICES	500210	533110	2,100.00
12/16/2022	PWBDD	42431	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	126.86
12/16/2022	PWBDD	42432	JOE JACOBS	PROFESSIONAL SERVICES	500210	522310	540.00
12/16/2022	PWBDD	42434	KOPKA PINKUS DOLIN PC	ATTORNEY/CONSULTANT	500212	522110	315.00
12/16/2022	PWBDD	42435#	LANGE ENTERPRISES, INC.	DEVELOPERS AGREE-FAIRWAY VIL	239254	000000	895.17
				OFFICE SUPPLIES	500310	522310	396.66
				CHECK PWBDD 42435 TOTAL FOR FUND 100:			<u>1,291.83</u>
12/16/2022	PWBDD	42436	LIESENER SOILS INC.	FIELD MAINTENANCE SUPPLIES	500243	555510	372.00
12/16/2022	PWBDD	42438	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	522110	70.66
12/16/2022	PWBDD	42439*#	OLSEN'S PIGGLY WIGGLY	OTHER EXPENSES	500390	522110	119.94
12/16/2022	PWBDD	42440	OUT & OUT CATERING	TRAVEL & TRAINING	500330	522120	416.52
12/16/2022	PWBDD	42441	OWEN'S OFFICE SUPPLIES	OFFICE SUPPLIES - NEWSLTR PAPER	500310	555140	71.25
12/16/2022	PWBDD	42442	OZAUKEE COUNTY CLERK	OFFICE SUPPLIES	500310	514200	82.15
				OFFICE SUPPLIES	500310	514200	89.57
				CHECK PWBDD 42442 TOTAL FOR FUND 100:			<u>171.72</u>
12/16/2022	PWBDD	42443	PORT WASHINGTON ADULT SENIOR	OTHER EXPENSES - SHOP TRIP REIMB	500390	555140	45.00
12/16/2022	PWBDD	42444*#	QUALITY STATE OIL CO., INC.	GAS AND OIL EXPENSE	500351	533210	89.21
12/16/2022	PWBDD	42445	RUDIG TROPHIES	OTHER EXPENSES	500390	511100	31.50
12/16/2022	PWBDD	42448	SHERRILL, INC	REPAIR AND MAINTENANCE	500240	555510	257.99
12/16/2022	PWBDD	42449#	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	32.85
				OFFICE SUPPLIES	500350	533210	10.95

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Fund: 100 GENERAL FUND							
				CHECK PWBDD 42449 TOTAL FOR FUND 100:			43.80
12/16/2022	PWBDD	42450	STATE CHEMICAL SOLUTIONS	OPERATING SUPPLIES	500350	533210	134.12
12/16/2022	PWBDD	42451	SYNCHRONY BANK	EQUIPMENT/CAPITAL OUTLAY	500380	533450	222.01
12/16/2022	PWBDD	42452	THOMAS W KNIGHT	OVERPAYMENT OF TAXES	261400	000000	197.39
12/16/2022	PWBDD	42453	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
12/16/2022	PWBDD	42454	TRANSUNION RISK AND ALTERNATIVE	PROFESSIONAL SERVICES	500210	522130	75.00
12/16/2022	PWBDD	42455#	UNIFIRST CORPORATION	REPAIR AND MAINTENANCE	500240	518100	128.89
				MAINTENANCE SUPPLIES	500340	522100	78.63
				OPERATING SUPPLIES	500350	533210	52.47
				CHECK PWBDD 42455 TOTAL FOR FUND 100:			259.99
12/22/2022	PWBDD	42456	A LYNEIS ELECTRIC LLC	REPAIR AND MAINTENANCE	500240	555510	364.40
12/22/2022	PWBDD	42458	ANDREW W MOSS	OVERPAYMENT OF TAXES	261400	000000	569.13
12/22/2022	PWBDD	42459	ANTHONY RUTKOWSKI	OVERPAYMENT OF TAXES	261400	000000	2,387.76
12/22/2022	PWBDD	42462	BANK FIVE NINE CORPORATE OFFICE	OVERPAYMENT OF TAXES	261400	000000	6,026.65
12/22/2022	PWBDD	42464*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	518100	5.47
				OPERATING SUPPLIES	500350	518100	23.91
				MAINTENANCE PARTS	500353	533210	16.19
				CHECK PWBDD 42464 TOTAL FOR FUND 100:			45.57
12/22/2022	PWBDD	42465	BRIAN M FIDLIN	OVERPAYMENT OF TAXES	261400	000000	32.39
12/22/2022	PWBDD	42466*#	CHARTER COMMUNICATIONS	ACCTS REC - FIRE DEPARTMENT	136100	000000	227.02
				TELEPHONE/COMMUNICATIONS	500225	513100	7.58
				TELEPHONE/COMMUNICATIONS	500225	513200	7.58
				TELEPHONE/COMMUNICATIONS	500225	514100	37.91
				INTERNET	500220	514700	1,090.92
				TELEPHONE/COMMUNICATIONS	500225	515400	15.16
				TELEPHONE/COMMUNICATIONS	500225	515600	22.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				TELEPHONE/COMMUNICATIONS	500225	518100	67.78
				TELEPHONE/COMMUNICATIONS	500225	518100	49.99
				TELEPHONE/COMMUNICATIONS	500225	522110	424.59
				TELEPHONE/COMMUNICATIONS	500225	522230	15.23
				TELEPHONE/COMMUNICATIONS	500225	522310	15.16
				INTERNET	500220	522410	139.98
				TELEPHONE/COMMUNICATIONS	500225	522410	22.75
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	163.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.16
				INTERNET	500220	555510	122.97
				INTERNET	500220	555510	163.98
				INTERNET	500220	555510	107.98
				TELEPHONE/COMMUNICATIONS	500225	566310	15.16
				CHECK PWBDD 42466 TOTAL FOR FUND 100:			2,787.03
12/22/2022	PWBDD	42468*#	EHLERS	PROFESSIONAL SERVICES	500210	515600	3,300.00
12/22/2022	PWBDD	42469*#	ESRI, INC.	GIS MAPPING	500318	533110	1,500.00
				OTHER EXPENSES	500390	555510	350.00
				CHECK PWBDD 42469 TOTAL FOR FUND 100:			1,850.00
12/22/2022	PWBDD	42470	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	142.70
12/22/2022	PWBDD	42471	FIRST ADVANTAGE	PROFESSIONAL SERVICES	500210	533210	134.79
12/22/2022	PWBDD	42472	FIVE CORNERS DODGE	GAS AND OIL EXPENSE	500351	522120	145.00
12/22/2022	PWBDD	42473	GEORGE HORVATH	OVERPAYMENT OF TAXES	261400	000000	367.87
12/22/2022	PWBDD	42474	GRAINGER	OPERATING SUPPLIES	500350	518100	15.49
12/22/2022	PWBDD	42475	HEIN ELECTRIC SUPPLY CO	REPAIR AND MAINTENANCE	500240	522230	395.71
12/22/2022	PWBDD	42476*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	3,212.00
				ATTORNEY/CONSULTANT	500212	522110	688.00
				ATTORNEY/CONSULTANT	500212	522110	147.00

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Fund: 100 GENERAL FUND							
CHECK PWBDD 42476 TOTAL FOR FUND 100:							4,047.00
12/22/2022	PWBDD	42477#	JANI-KING OF MILWAUKEE	PROFESSIONAL SERVICES	500210	518100	2,808.00
				PROFESSIONAL SERVICES	500210	522100	1,872.00
				OPERATING SUPPLIES	500350	533210	398.34
CHECK PWBDD 42477 TOTAL FOR FUND 100:							5,078.34
12/22/2022	PWBDD	42478	JOHN R BETZ	OVERPAYMENT OF TAXES	261400	000000	580.84
12/22/2022	PWBDD	42479	LAWRENCE L EVERS	OVERPAYMENT OF TAXES	261400	000000	208.04
12/22/2022	PWBDD	42480	M SQUARED ENGINEERING	DEVELOPERS AGREE-FAIRWAY VIL	239254	000000	2,507.64
12/22/2022	PWBDD	42481	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	65.85
12/22/2022	PWBDD	42482	MICHAEL L PERZ	OVERPAYMENT OF TAXES	261400	000000	349.94
12/22/2022	PWBDD	42484	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	61.72
12/22/2022	PWBDD	42485	NORTHERN TOOL & EQUIPMENT	EQUIPMENT/CAPITAL OUTLAY	500380	533450	1,841.09
12/22/2022	PWBDD	42487	OZAUKEE COUNTY HIGHWAY DEPT	SNOW AND ICE MATERIALS	500450	533450	682.20
12/22/2022	PWBDD	42488	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE	500315	514100	379.99
12/22/2022	PWBDD	42489	QUALITY STATE OIL CO.,INC.	GAS AND OIL EXPENSE	500351	533210	304.75
12/22/2022	PWBDD	42490	RECOGNITION SPECIALISTS, INC.	SUPPLIES AND EXPENSES	500347	522120	9.00
12/22/2022	PWBDD	42491	REDISHRED ACQUISITION INC	TRAVEL & TRAINING	500330	515600	55.00
12/22/2022	PWBDD	42492	RENEE A TERRY	OVERPAYMENT OF TAXES	261400	000000	3.96
12/22/2022	PWBDD	42493	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	918.47
12/22/2022	PWBDD	42494	SIG SAUER, INC	EQUIPMENT/CAPITAL OUTLAY	500380	522120	556.00
12/22/2022	PWBDD	42495	STEPHEN J BEAVER	OVERPAYMENT OF TAXES	261400	000000	13.41
12/22/2022	PWBDD	42496	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
12/22/2022	PWBDD	42498	VILLAGE OF GRAFTON	OTHER EXPENSES - FIRESIDE DECEMBER	500390	555140	1,630.98
12/22/2022	PWBDD	42500	WILLIAM A ESSELMANN	OVERPAYMENT OF TAXES	261400	000000	109.37

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Fund: 100 GENERAL FUND							
12/22/2022	PWBDD	42502	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	14.00
12/22/2022	PWBDD	42503#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	42,467.04
				MAINT/CONTRACTED SERVICES	500290	533730	23,045.95
				CHECK PWBDD 42503 TOTAL FOR FUND 100:			65,512.99
12/29/2022	PWBDD	42504	ABT MAILCOM	OTHER EXPENSES	500390	515600	1,330.49
12/29/2022	PWBDD	42505	ASSESSMENT TECHNOLOGIES, LLC	REVALUATION	500219	515400	11,700.00
12/29/2022	PWBDD	42506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	522230	90.72
				TELEPHONE/COMMUNICATIONS	500225	533210	87.53
				CHECK PWBDD 42506 TOTAL FOR FUND 100:			272.89
12/29/2022	PWBDD	42507#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,052.60
				TELEPHONE/COMMUNICATIONS	500225	522410	115.98
				CHECK PWBDD 42507 TOTAL FOR FUND 100:			1,168.58
12/29/2022	PWBDD	42509*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	518100	7.89
				OPERATING SUPPLIES	500350	533210	39.58
				OPERATING SUPPLIES	500350	533210	37.39
				MAINTENANCE PARTS	500353	533210	20.50
				MAINTENANCE PARTS	500353	533210	99.87
				REPAIR AND MAINTENANCE	500240	555510	148.82
				REPAIR AND MAINTENANCE	500240	555510	29.27
				REPAIR AND MAINTENANCE	500240	555510	16.71
				REPAIR AND MAINTENANCE	500240	555510	20.23
				REPAIR AND MAINTENANCE	500240	555510	15.28
				CHECK PWBDD 42509 TOTAL FOR FUND 100:			435.54
12/29/2022	PWBDD	42510*#	CEDARBURG LIGHT & WATER	DUE TO LIGHT AND WATER	256200	000000	823.98
				W73N1155 & W73N1157 AUGUSTA LANE	256201	000000	3,890.00
				HARBOR HOMES N114W7191 OAKMONT DR	256201	000000	1,945.00

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Fund: 100 GENERAL FUND							
				FOX RUN N49W6337 WESTERN ROAD	256201	000000	29,175.00
				CHECK PWBDD 42510 TOTAL FOR FUND 100:			35,833.98
12/29/2022	PWBDD	42511	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	46.94
				OFFICE SUPPLIES	500310	515600	7.55
				OFFICE SUPPLIES	500310	515600	10.57
				CHECK PWBDD 42511 TOTAL FOR FUND 100:			65.06
12/29/2022	PWBDD	42512	DAVID G MEULER	OVERPAYMENT OF TAXES	261400	000000	35.90
12/29/2022	PWBDD	42513	ELIZABETH ROLLAND	PROFESSIONAL SERVICES YOGA SUB AND	500210	555140	162.40
12/29/2022	PWBDD	42515	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	600.00
				MAINT/CONTRACTED SERVICES	500290	555510	1,350.00
				CHECK PWBDD 42515 TOTAL FOR FUND 100:			1,950.00
12/29/2022	PWBDD	42516	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	44.94
12/29/2022	PWBDD	42517	GREGORY S ANDERSON	OVERPAYMENT OF TAXES	261400	000000	101.56
12/29/2022	PWBDD	42518	GUETZKE & ASSOCIATES, INC.	REPAIR AND MAINTENANCE	500240	555510	1,991.00
12/29/2022	PWBDD	42519	HENRY N WAGNER	OVERPAYMENT OF TAXES	261400	000000	27.48
12/29/2022	PWBDD	42520	HETMAN ENTERPRISES LLC	OVERPAYMENT OF TAXES	261400	000000	1,723.84
12/29/2022	PWBDD	42521#	IBS OF SOUTHEASTERN WISCONSIN	REPAIR AND MAINTENANCE	500240	522120	151.95
				MAINTENANCE PARTS	500353	533210	121.95
				CHECK PWBDD 42521 TOTAL FOR FUND 100:			273.90
12/29/2022	PWBDD	42522	JASON H WYMORE	OVERPAYMENT OF TAXES	261400	000000	314.04
12/29/2022	PWBDD	42523	JOHN BAWOROWSKY	OVERPAYMENT OF TAXES	261400	000000	207.93
12/29/2022	PWBDD	42524	MARGARET S STELZNER	OVERPAYMENT OF TAXES	261400	000000	377.79
12/29/2022	PWBDD	42525	MICHAEL T PINZL	OVERPAYMENT OF TAXES	261400	000000	59.79
12/29/2022	PWBDD	42527	NAPA AUTO PARTS	OPERATING SUPPLIES			

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Fund: 100 GENERAL FUND							
				MAINTENANCE PARTS			** VOIDED **
				MAINTENANCE PARTS			** VOIDED **
12/29/2022	PWBDD	42529*#	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	690.00
12/29/2022	PWBDD	42534	RICHARD SCOTT HINZE	OVERPAYMENT OF TAXES	261400	000000	66.61
12/29/2022	PWBDD	42535	ROBERT L KOWALSKY	OVERPAYMENT OF TAXES	261400	000000	94.15
12/29/2022	PWBDD	42537	SCOTT WEIR	OVERPAYMENT OF TAXES	261400	000000	41.35
12/29/2022	PWBDD	42538	STREICHER'S POLICE EQUIPMENT	UNIFORMS	500346	522120	224.98
12/29/2022	PWBDD	42540	TAKAKO WILLDEN	PROFESSIONAL SERVICES YOGA	500210	555140	16.00
12/29/2022	PWBDD	42541	THE UNIFORM SHOPPE	UNIFORMS	500346	522120	322.75
				UNIFORMS	500346	522120	75.70
				UNIFORMS	500346	522120	247.90
				UNIFORMS	500346	522120	189.90
				CHECK PWBDD 42541 TOTAL FOR FUND 100:			836.25
12/29/2022	PWBDD	42542	UW SOIL TESTING LAB	REPAIR AND MAINTENANCE	500240	555510	25.00
12/29/2022	PWBDD	42543*#	WE ENERGIES	NATURAL GAS-0713912926-00006	500224	518100	813.19
				NATURAL GAS-0713912926-00001	500224	518100	903.73
				NATURAL GAS-0713912926-00011	500224	518100	1,255.83
				NATURAL GAS-0711276804-00002	500224	522100	1,274.93
				NATURAL GAS-0711276804-00001	500224	522100	10.23
				NATURAL GAS-0713912926-00008	500224	522230	826.65
				NATURAL GAS-0713912926-00003	500224	522230	1,357.48
				NATURAL GAS-0713912926-00004	500224	522410	118.82
				NATURAL GAS-0713912926-00009	500224	533210	879.01
				NATURAL GAS-0707973696-00001	500224	555510	162.65
				NATURAL GAS-0719886467-00001	500224	555510	244.17
				CHECK PWBDD 42543 TOTAL FOR FUND 100:			7,846.69
12/29/2022	PWBDD	42544	WISCONSIN CHIEFS OF POLICE ASSOC.	PROF PUBLICATIONS AND DUES	500320	522110	150.00



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Fund: 100 GENERAL FUND				Total for fund 100 GENERAL FUND			229,889.93
Fund: 200 CEMETERY FUND							
12/09/2022	PWBDD	42347	CULLIGAN OF WEST BEND	HOUSE MAINTENANCE	500245	544210	81.10
12/09/2022	PWBDD	42369	LIESENER SOILS INC.	GROUNDS MAINTENANCE	500230	544210	192.00
12/22/2022	PWBDD	42469*#	ESRI, INC.	PROFESSIONAL SERVICES	500210	544210	200.00
				Total for fund 200 CEMETERY FUND			473.10
Fund: 220 RECREATION PROGRAMS FUND							
12/09/2022	PWBDD	42330	AARON WARTICK	CIVIC BAND EXPENSES	500386	555390	20.00
12/09/2022	PWBDD	42331	ANDREA SCHMIDT	CIVIC BAND EXPENSES	500386	555390	65.00
12/09/2022	PWBDD	42334	BETH THIERFELDER	CIVIC BAND EXPENSES	500386	555390	540.00
12/09/2022	PWBDD	42336	BILL BOEGER	CIVIC BAND EXPENSES	500386	555390	120.00
12/09/2022	PWBDD	42339	BILL STONE	CIVIC BAND EXPENSES	500386	555390	30.00
12/09/2022	PWBDD	42340	BRAD DIAMOND	CIVIC BAND EXPENSES	500386	555390	128.00
12/09/2022	PWBDD	42341	CAITLIN BAILEY	CIVIC BAND EXPENSES	500386	555390	6.00
12/09/2022	PWBDD	42342	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	420.00
				SCHOOL DISTRICT FEES	500228	555390	600.00
				CHECK PWBDD 42342 TOTAL FOR FUND 220:			1,020.00
12/09/2022	PWBDD	42343	CHUCK LANGFORD	CIVIC BAND EXPENSES	500386	555390	165.00
12/09/2022	PWBDD	42348	ERIC LANG	CIVIC BAND EXPENSES	500386	555390	164.00
12/09/2022	PWBDD	42356	HEIDI HINCK	CIVIC BAND EXPENSES	500386	555390	110.00
12/09/2022	PWBDD	42359	JESS BREWSTER	CIVIC BAND EXPENSES	500386	555390	10.00
12/09/2022	PWBDD	42360	JOSH LANG	CIVIC BAND EXPENSES	500386	555390	108.00
12/09/2022	PWBDD	42361	JUDY LANG	CIVIC BAND EXPENSES	500386	555390	84.00
12/09/2022	PWBDD	42362	KAETHE GRABENHOFER	CIVIC BAND EXPENSES	500386	555390	10.00
12/09/2022	PWBDD	42363	KATHERINE IDLEMAN	CIVIC BAND EXPENSES	500386	555390	53.00

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Fund: 220 RECREATION PROGRAMS FUND							
12/09/2022	PWBDD	42364	KELLY THIERFELDER	CIVIC BAND EXPENSES	500386	555390	18.00
12/09/2022	PWBDD	42366	KRISTINE MORANO	CIVIC BAND EXPENSES	500386	555390	373.00
12/09/2022	PWBDD	42367	KURT EBERT	CIVIC BAND EXPENSES	500386	555390	90.00
12/09/2022	PWBDD	42368	LAUREN GREGORY	CIVIC BAND EXPENSES	500386	555390	165.00
12/09/2022	PWBDD	42370	LINDA SCHMALZ	CIVIC BAND EXPENSES	500386	555390	63.00
12/09/2022	PWBDD	42374	MIKAYLA MORANO	CIVIC BAND EXPENSES	500386	555390	141.00
12/09/2022	PWBDD	42375	MIKE BESAW	CIVIC BAND EXPENSES	500386	555390	155.00
12/09/2022	PWBDD	42379	NICOLE LANG	CIVIC BAND EXPENSES	500386	555390	165.00
12/09/2022	PWBDD	42385	PAUL SHORE	CIVIC BAND EXPENSES	500386	555390	145.00
12/09/2022	PWBDD	42390	SHARON THUROW	CIVIC BAND EXPENSES	500386	555390	16.00
12/09/2022	PWBDD	42391	STACEY JOHNSON	CIVIC BAND EXPENSES	500386	555390	20.00
12/09/2022	PWBDD	42392	STEVE ADGET	CIVIC BAND EXPENSES	500386	555390	93.00
12/09/2022	PWBDD	42393	TRACIE ANDERSON	BASKETBALL FEES	467319	000000	150.00
12/09/2022	PWBDD	42397	WALTER SCHILLING	CIVIC BAND EXPENSES	500386	555390	50.00
12/09/2022	PWBDD	42398	WENDY WIDENER	CIVIC BAND EXPENSES	500386	555390	20.00
12/09/2022	PWBDD	42399	WILL BOERGER	CIVIC BAND EXPENSES	500386	555390	73.00
12/16/2022	PWBDD	42410*#	CARDMEMBER SERVICE	SUPPLIES AND EXPENSES	500347	555390	81.09
				AMAZON	500347	555390	24.99
				AMAZON	500347	555390	314.99
				RED CROSS	500372	555390	165.00
				POMS EXPENSES	500394	555390	298.59
				CHECK PWBDD 42410 TOTAL FOR FUND 220:			884.66
12/16/2022	PWBDD	42413	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	540.00
				SCHOOL DISTRICT FEES	500228	555390	320.00

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Fund: 220 RECREATION PROGRAMS FUND				CHECK PWBDD 42413 TOTAL FOR FUND 220:			860.00
12/16/2022	PWBDD	42433	KASS INC	OPERATING SUPPLIES	500350	555390	5,400.00
12/22/2022	PWBDD	42466*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
12/22/2022	PWBDD	42497*	VERMONT SYSTEMS INC.	PREPAID EXPENSES	162000	000000	3,471.76
12/22/2022	PWBDD	42501	WISCONSIN ASSOCIATION OF CHEER &	POMS EXPENSES	500394	555390	875.00
				Total for fund 220 RECREATION PROGRAMS FUND			15,891.92
Fund: 221 FUEL SYSTEM - WASH BAY							
12/16/2022	PWBDD	42444*#	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	4,290.00
				FUEL INVENTORY	161500	000000	2,847.19
				CHECK PWBDD 42444 TOTAL FOR FUND 221:			7,137.19
12/29/2022	PWBDD	42533	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	229.00
				FUEL INVENTORY	161500	000000	5,454.00
				FUEL INVENTORY	161500	000000	2,486.49
				CHECK PWBDD 42533 TOTAL FOR FUND 221:			8,169.49
				Total for fund 221 FUEL SYSTEM - WASH BAY			15,306.68
Fund: 231 AMERICAN RESCUE PLAN ACT							
12/12/2022	PWBDD	42400	MINNESOTA/WISCONSIN PLAYGROUND	GRANT EXPENDITURES	500331	566721	100,000.00
12/16/2022	PWBDD	42410*#	CARDMEMBER SERVICE	GRANT EXPENDITURES	500331	566721	3,537.07
				Total for fund 231 AMERICAN RESCUE PLAN ACT			103,537.07
Fund: 240 SWIMMING POOL FUND							
12/22/2022	PWBDD	42466*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	139.98
				TELEPHONE/COMMUNICATIONS	500225	555320	41.45
				CHECK PWBDD 42466 TOTAL FOR FUND 240:			181.43
12/22/2022	PWBDD	42497*	VERMONT SYSTEMS INC.	PREPAID EXPENSES	162000	000000	1,700.00

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Fund: 240 SWIMMING POOL FUND							
12/29/2022	PWBDD	42543*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	10.23
				NATURAL GAS-0719900042-00001	500224	555320	26.35
				CHECK PWBDD 42543 TOTAL FOR FUND 240:			36.58
				Total for fund 240 SWIMMING POOL FUND			1,918.01
Fund: 260 LIBRARY FUND							
12/09/2022	PWBDD	42329	A TO Z REFRIGERATION & HVAC, I	MAINT/CONTRACTED SERVICES	500290	555110	785.00
12/09/2022	PWBDD	42333	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	31.28
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	51.85
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	114.57
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	477.52
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	202.81
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	476.61
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	474.18
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	197.98
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	32.93
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	228.86
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	54.20
				DONATION EXPENDITURES	500322	555110	36.00
				CHECK PWBDD 42333 TOTAL FOR FUND 260:			2,378.79
12/09/2022	PWBDD	42358	JAMES IMAGING SYSTEMS, INC.	MAINT/CONTRACTED SERVICES	500290	555110	487.34
12/09/2022	PWBDD	42377	MUSEEC S.A.S	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,060.00
12/09/2022	PWBDD	42389	SCHOLASTIC LIBRARY PUBLISHING	DONATION EXPENDITURES	500322	555110	7.79
12/16/2022	PWBDD	42404	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	367.66
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	418.10
				DONATION EXPENDITURES	500322	555110	100.00
				DONATION EXPENDITURES	500322	555110	12.00
				CHECK PWBDD 42404 TOTAL FOR FUND 260:			897.76
12/16/2022	PWBDD	42405*#	BEYER'S HARDWARE	PROGRAM SUPPLIES	500308	555110	10.78
12/16/2022	PWBDD	42410*#	CARDMEMBER SERVICE	CYBERLINK	500225	555110	407.88

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
				VISTA PRINT	500308	555110	67.76
				OFFICE SUPPLIES	500310	555110	34.80
				COMPUTER/COPIER SUPPLIES	500312	555110	164.49
				POSTAGE	500315	555110	9.36
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	20.40
				CEDARBURG TOY	500322	555110	28.49
				TRAVEL & TRAINING	500330	555110	199.30
				CHECK PWBDD 42410 TOTAL FOR FUND 260:			932.48
12/16/2022	PWBDD	42423*#	EXTINGUISHERS AT RANDOM LLC	MAINT/CONTRACTED SERVICES	500290	555110	28.00
12/16/2022	PWBDD	42428	GLOBAL WATER TECHNOLOGY, INC.	MAINT/CONTRACTED SERVICES	500290	555110	100.00
12/16/2022	PWBDD	42430	GUETZKE & ASSOCIATES, INC.	MAINT/CONTRACTED SERVICES	500290	555110	288.00
12/16/2022	PWBDD	42439*#	OLSEN'S PIGGLY WIGGLY	PROGRAM SUPPLIES	500308	555110	3.59
12/16/2022	PWBDD	42447	SCHOLASTIC LIBRARY PUBLISHING	DONATION EXPENDITURES	500322	555110	4.79
				DONATION EXPENDITURES	500322	555110	65.92
				CHECK PWBDD 42447 TOTAL FOR FUND 260:			70.71
12/22/2022	PWBDD	42457	AMAZON CAPITOL SERVICES	OFFICE SUPPLIES	500310	555110	134.42
				DONATION EXPENDITURES	500322	555110	296.34
				OPERATING SUPPLIES	500350	555110	124.09
				CHECK PWBDD 42457 TOTAL FOR FUND 260:			554.85
12/22/2022	PWBDD	42461	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	91.03
12/22/2022	PWBDD	42466*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	182.96
12/22/2022	PWBDD	42486*#	OLSEN'S PIGGLY WIGGLY	PROGRAM SUPPLIES	500308	555110	42.90
12/22/2022	PWBDD	42499	VISUAL IMAGE PHOTOGRAPHY, INC.	MARKETING	500223	555110	169.32
12/29/2022	PWBDD	42506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
12/29/2022	PWBDD	42508	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	466.66
				DONATION EXPENDITURES	500322	555110	50.20
				DONATION EXPENDITURES	500322	555110	39.35
				CHECK PWBDD 42508 TOTAL FOR FUND 260:			556.21
12/29/2022	PWBDD	42509*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	555110	69.99
12/29/2022	PWBDD	42514	FILM IDEAS, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	484.00
12/29/2022	PWBDD	42526	MONARCH LIBRARY SYSTEM	SHARED SYSTEM SERVICES	500381	555110	13.14
12/29/2022	PWBDD	42528	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	73.19
12/29/2022	PWBDD	42530	OWEN'S OFFICE SUPPLIES	EMPLOYMENT EXPENSES	500395	555110	74.95
12/29/2022	PWBDD	42536	SCHOLASTIC LIBRARY PUBLISHING	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	14.99
12/29/2022	PWBDD	42543*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	1,090.01
				Total for fund 260 LIBRARY FUND			10,598.24
Fund: 350 TIF DISTRICT FUND #4							
12/22/2022	PWBDD	42468*#	EHLERS	PROFESSIONAL SERVICES	500210	566710	1,750.00
12/22/2022	PWBDD	42476*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	1,386.00
				Total for fund 350 TIF DISTRICT FUND #4			3,136.00
Fund: 351 TIF DISTRICT FUND #5							
12/22/2022	PWBDD	42468*#	EHLERS	PROFESSIONAL SERVICES	500210	566710	1,750.00
				Total for fund 351 TIF DISTRICT FUND #5			1,750.00
Fund: 352 TIF DISTRICT FUND #3							
12/22/2022	PWBDD	42468*#	EHLERS	PROFESSIONAL SERVICES	500210	566710	1,750.00
				Total for fund 352 TIF DISTRICT FUND #3			1,750.00
Fund: 353 TIF DISTRICT #6							
12/22/2022	PWBDD	42468*#	EHLERS	PROFESSIONAL SERVICES	500210	566710	1,750.00

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Fund: 353 TIF DISTRICT #6							
12/22/2022	PWBDD	42476*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	63.00
Total for fund 353 TIF DISTRICT #6							1,813.00
Fund: 354 TIF DISTRICT #7							
12/22/2022	PWBDD	42476*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	168.00
Total for fund 354 TIF DISTRICT #7							168.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
12/16/2022	PWBDD	42437	MRJ CONSTRUCTION	LEAD PIPE REPLACEMENTS	500875	533750	37,197.76
12/22/2022	PWBDD	42476*#	HOUSEMAN & FEIND, LLP	PROCHNOW	500841	533750	189.00
Total for fund 400 CAPITAL IMPROVEMENTS FUND							37,386.76
Fund: 601 WATER RECYCLING CENTER							
12/09/2022	PWBDD	42332	BADGER STATE WASTE, LLC	SLUDGE HAULING	500294	573825	26,268.00
12/09/2022	PWBDD	42335*#	BEYER'S HARDWARE	LAB SUPPLIES	500370	573825	18.89
				JANITORIAL SUPPLIES	500342	573830	4.30
CHECK PWBDD 42335 TOTAL FOR FUND 601:							23.19
12/09/2022	PWBDD	42344	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	112.11
12/09/2022	PWBDD	42345	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	573850	38.36
12/09/2022	PWBDD	42378*#	NAPA AUTO PARTS	MAINTENANCE SUPPLIES	500340	573830	34.88
				MAINTENANCE SUPPLIES	500340	573830	19.22
CHECK PWBDD 42378 TOTAL FOR FUND 601:							54.10
12/09/2022	PWBDD	42380	NORTH WOODS	JANITORIAL SUPPLIES	500342	573830	142.53
12/09/2022	PWBDD	42381*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	20.90
12/09/2022	PWBDD	42384	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	29.32
12/09/2022	PWBDD	42394*#	U.S. CELLULAR	WRC DUTY PHONE 3142	500225	573825	38.75
				URBANK TABLET 2188	500225	573825	10.86



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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
				HACKERT TABLET 4519	500225	573825	10.86
				WRC TABLET 5112	500225	573825	25.86
				CHECK PWBDD 42394 TOTAL FOR FUND 601:			86.33
12/16/2022	PWBDD	42405*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	9.86
12/16/2022	PWBDD	42410*#	CARDMEMBER SERVICE	LAB SUPPLIES	500370	573825	17.41
				SAFETY EQUIPMENT	500372	573825	806.66
				AMAZON	500340	573830	121.51
				AMAZON	500360	573835	1.62
				UPS STORE	500390	573850	34.60
				CHECK PWBDD 42410 TOTAL FOR FUND 601:			981.80
12/16/2022	PWBDD	42422	ENVIRONMENTAL CONSULTING & TES	WRC ADAPTIVE MANAGEMENT	500383	573835	1,625.00
12/16/2022	PWBDD	42423*#	EXTINGUISHERS AT RANDOM LLC	JANITORIAL SUPPLIES	500342	573830	223.00
12/16/2022	PWBDD	42446	RUEKERT-MIELKE, INC.	DESIGN SERVICES DORCHESTER LIFT STATION	185324	000000	673.38
12/22/2022	PWBDD	42460	APPLIED INDUSTRIAL TECHNOLOGIES	REPLACEMENT BEARINGS FOR AERATORS	113912	000000	5,837.53
12/22/2022	PWBDD	42463	BEST HEATING & AIR CONDITION	JANITORIAL SUPPLIES	500342	573830	525.00
12/22/2022	PWBDD	42464*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	8.00
12/22/2022	PWBDD	42466*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	139.98
				TELEPHONE/COMMUNICATIONS	500225	573825	62.00
				CHECK PWBDD 42466 TOTAL FOR FUND 601:			201.98
12/22/2022	PWBDD	42467	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	112.11
				SAFETY EQUIPMENT	500372	573825	112.11
				CHECK PWBDD 42467 TOTAL FOR FUND 601:			224.22
12/22/2022	PWBDD	42469*#	ESRI, INC.	COLLECTION SYSTEM MAINT	500360	573835	1,000.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
12/22/2022	PWBDD	42483	MILWAUKEE RUBBER PRODUCTS	COLLECTION SYSTEM MAINT	500360	573835	161.90
12/22/2022	PWBDD	42486*#	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	20.90
12/29/2022	PWBDD	42506*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
12/29/2022	PWBDD	42509*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	2.24
12/29/2022	PWBDD	42510*#	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,960.12
12/29/2022	PWBDD	42529*#	ONTECH SYSTEMS, INC	COMPUTER/COPIER SUPPLIES	500312	573825	999.00
12/29/2022	PWBDD	42531	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
12/29/2022	PWBDD	42532	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	29.32
12/29/2022	PWBDD	42539	SYMBIONT	ADAPTIVE MANAGEMENT ADMIN. **2022**	500215	573850	1,069.07
12/29/2022	PWBDD	42543*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	19.65
				NATURAL GAS-0712590709-00001	500224	573825	546.94
				NATURAL GAS-0713182701-00001	500224	573825	151.08
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	23.12
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	12.50
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	12.31
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	12.50
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	17.20
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	32.15
				CHECK PWBDD 42543 TOTAL FOR FUND 601:			827.45
				Total for fund 601 WATER RECYCLING CENTER			54,801.82
Fund: 700 RISK MANAGEMENT FUND							
12/16/2022	PWBDD	42405*#	BEYER'S HARDWARE	INSURANCE CLAIMS - 2021	500525	519400	35.99
				Total for fund 700 RISK MANAGEMENT FUND			35.99
			TOTAL - ALL FUNDS				478,456.52

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'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
12/7/22-12/30/22

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
PWSB CHECKING ACCOUNT		
12/8/2022	\$37,128.83	State of Wisconsin-November sales tax
12/9/2022	\$1,500.00	Pitney Bowes-postage
12/16/2022	\$228,000.00	PWSB Payroll
12/16/2022	\$948.36	Aflac-November premiums
12/19/2022	\$6,410.50	Health Savings Accounts-contributions for 11/27/22-12/10/22
12/19/2022	\$1,293.94	ICMA-contributions for 11/27/22-12/10/22
12/19/2022	\$4,782.06	North Shore Bank-contributions for 11/27/22-12/10/22
12/19/2022	\$495.00	Police Union-contributions for 11/27/22-12/10/22
12/19/2022	\$346.15	State of Wisconsin-child support for 11/27/22-12/10/22
12/19/2022	\$621.71	Wis Deferred Comp-contributions for 11/27/22-12/10/22
12/19/2022	\$2,560.48	Minnesota Life-January premiums
12/27/2022	\$154,339.10	EFT-January insurance premiums
12/27/2022	\$44,333.69	Light & Water-November charges
12/29/2022	\$225,000.00	PWSB Payroll
12/29/2022	\$6,410.50	Health Savings Accounts-contributions for 12/11/22-12/24/22
12/19/2022	\$1,273.34	ICMA-contributions for 12/11/22-12/24/22
12/19/2022	\$4,744.70	North Shore Bank-contributions for 12/11/22-12/24/22
12/19/2022	\$346.15	State of Wisconsin-child support for 12/11/22-12/24/22
12/19/2022	\$632.09	Wis Deferred Comp-contributions for 12/11/22-12/24/22
	<u>\$721,166.60</u>	

PWSB PAYROLL CHECKING ACCOUNT

12/16/2022	\$164,122.68	Payroll for 11/27/22-12/10/22
12/16/2022	\$64,937.99	Payroll taxes for 11/27/22-12/10/22
12/30/2022	\$160,462.28	Payroll for 12/11/22-12/24/22
12/30/2022	\$64,281.24	Payroll taxes for 12/11/22-12/24/22
	<u>\$453,804.19</u>	



City of Cedarburg

## City Administrator's Report

January 5, 2023

### Department News

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

**Engineering & Public Works**— A kickoff meeting is being scheduled for the 2023 Street & Utility Project.

Public Works will be picking up discarded Christmas trees curb side the week of January 9th and the week of January 23rd. Public Works will only go around the City those weeks. Trees can also be taken to the DPW Yard Waste Center.

**Clerk**—Council Member Districts 1 (Melissa Bitter), 2 (three candidates), 4 (vacant/no candidates), 6 (Patricia Thome), and 7 (Mark Mueller) will be on the April ballot.

**Parks, Recreation & Forestry**—Youth basketball begins this Saturday. Youth Spring Soccer sign-up and Park Rentals began on Monday.

**Water Recycling**—RFPs for the Facility Plan are due Monday, January 9, 2023. The Orege System Pilot project (sludge drying process) study is available.

**Building Inspector**—New signage has been ordered for the Senior Center.

**Library**— Director Eastwood will be working on filling an upcoming vacant position.

**Treasurer**— Tax payments will be taken in the Treasurer's Office through January 31, 2023. BMO Harris and Port Washington State Bank are the two banks collecting tax payments along with the City Treasurer's Office. Homeowners are also able to pay their taxes by E-Check for a \$2.75 fee.

**Police**—A new Police Officer has been hired and will start the Police Academy on January 9, 2023 for 20 weeks, before being sworn in as a full-time officer.

**Administrator**—Department Heads were reminded to be aware of end of end-of-year purchases and using encumbrances.

Respectfully submitted,

Mikko Hilvo

## **PROCLAMATION**

**WHEREAS**, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all people to participate in the never-ending work of building a more perfect union; and

**WHEREAS**, Dr. King believed immensely in the power of individual action and collective hope to create a brighter future; and

**WHEREAS**, Dr. King's legacy includes such landmark United States Federal laws as the Civil Rights Act of 1964, the Voting Rights Act of 1965, and the Fair Housing Act of 1968 and created a framework to ensure equality and advance justice in the years ahead; and

**WHEREAS**, Dr. King taught us to see the commonality of our dreams, our hopes and our fears - the threads, truths and dignity that bind us together as human beings; and

**WHEREAS**, Dr. King believed that "the arc of the moral universe is long, but it bends towards justice" – and that it requires all hands and all hearts to keep its course straight and true; and

**WHEREAS**, we recognize the need to model Dr. Martin Luther King's pursuit of unity, equity and justice to prevent all forms of discrimination including systemic racism.

**NOW, THEREFORE**, be it resolved, that the City of Cedarburg, does hereby proclaim the third Monday of the month of January, as

### **Dr. MARTIN LUTHER KING JR. DAY**

a day to seek inspiration for personal action by honoring the great legacy of Dr. Martin Luther King, Jr. and by observing this United States Federal Holiday to **CELEBRATE**, **EDUCATE**, **ADVOCATE**, and **SERVE**.

Dated this 9th day of January 2023.

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Michael J. O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk