

# REVISED PACKET

## CITY OF CEDARBURG MEETING OF COMMON COUNCIL MONDAY SEPTEMBER 13, 2021 – 7:00 P.M.

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, September 13, 2021 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us).

### AGENDA

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome and Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – August 30, 2021 Common Council Minutes\*
8. PRESENTATION
  - A. Water System Needs Assessment and Impact Fee Study Presentation by Cedarburg Light and Water General Manager Dale Lythjohan\*
9. PUBLIC HEARING
  - A. A public hearing to invite public comment on the Water System Needs Assessment and proposed Ordinance No. 2021-18 updating public facilities impact fees. (close public hearing)\*
10. NEW BUSINESS
  - A. Discussion and possible action on Ordinance No. 2021-18 updating water impact fees\*

- B. Discussion and possible action on Country In The Burg 2022 to be held August 26-27, 2022\*
- C. Discussion and possible action on Ordinance No. 2021-17 to approve a new range of penalties\*
- D. Discussion and possible action on award of engineering design contract with RA Smith for the connection of Forward Way to Hilltop Drive in the Hwy 60 Business Park\*
- E. Discussion and possible action on agreement between the Department of Administration and the City of Cedarburg\*
- F. Discussion and possible action on a Temporary Limited Easement Agreement for a residence on Highland Drive\*
- G. Discussion and possible action on Ordinance No 2021-19 Remote Meeting Attendance\*
- H. Discussion and possible action on new Ward maps resulting from redistricting\*
- I. Discussion and possible action on License/Permit applications\*\*\*
  - 1. Consider approval of new Operator License applications for the period ending June 30, 2022 for: Stephen R. Anderson, Paul J. Barry, Corinne R. Kaminsky, Robert J. Kaminsky, Gregory P. Myers, Mackenzie A. Neumann, and Gina M. Stupak
  - 2. Consider approval of renewal Operator License application for the period ending June 30, 2022 for: Gia Fazal, Kristine Raymond, Robin Hammetter, Blake Klug
  - 3. Consider original Class "A" fermented malt beverage and "Class A" intoxicating liquor (off-premise consumption only) application for period ending June 30, 2022 of Barry, Paul James; Irish Boutique LLC, W63 N680 Washington Avenue, Cedarburg, WI 53012, Paul J. Barry, Agent, premises to be licensed: W63 N680 Washington Avenue, known as The Irish Boutique of Cedarburg
  - 4. Authorize issuance of a Festival Celebration Permit to Festivals of Cedarburg, Inc., for Oktoberfest to be held on Saturday, October 2, 2021 from 11:00 a.m. – 8:00 p.m. and on Sunday, October 3, 2021 from 10:00 a.m. – 5:00 p.m.
- J. Discussion and possible action on payment of bills dated 08/25/2021 through 09/03/2021, transfers for the period 08/28/2021 through 09/05/2021 and payroll for period 08/22/2021 through 09/04/2021\*

## 11. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report\*

B. Building Inspection Report\*

12. COMMUNICATIONS

A. Comments and suggestions from citizens\*\*

B. Comments and announcements by Council Members

C. Mayor's Report

13. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85 (1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

More specifically to discuss:

A. Approval of August 30, 2021 closed session minutes

B. Discussion on Prochnow Landfill

14. RECONVENE TO OPEN SESSION

15. 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,

09/09/21 tas

(262) 375-7606, email: [cityhall@ci.cedarburg.wi.us](mailto:cityhall@ci.cedarburg.wi.us).



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

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



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

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

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



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

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

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

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



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

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

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

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

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

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

**CITY OF CEDARBURG  
COMMON COUNCIL  
AUGUST 30, 2021**

**CC20210830-1  
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, August 30, 2021, at City Hall, W63 N645 Washington Avenue, second floor Council Chambers, and online utilizing the Zoom app.

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

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

Excused – Council Member Patricia Thome

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, City Engineer Michael Wieser, news media and interested citizens.

**STATEMENT OF PUBLIC NOTICE**

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**APPROVAL OF MINUTES**

A motion was made by Council Member Burkart, seconded by Council Member Bublitz to approve the August 9, 2021 Common Council minutes. Motion carried without a negative vote with Council Member Thome excused.

**NEW BUSINESS**

**OATHS OF OFFICE**

Clerk Sette administered the Oaths of Office to Patrol Officers Anthony (TJ) Schlice and James Bailey with family and friends in attendance.

**DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NOS. 2021-13, 2021-14, AND 2021-15 HONORING NEW RETIREES DON HAHN, JAY BUNTROCK, AND CATHY HOLNAGEL**

A motion was made by Council Member Verhaalen, seconded by Council Member Simpson, to approve Resolution No. 2021-13 honoring Don Hahn. Motion carried without a negative vote with Council Member Thome excused.

A motion was made by Council Member Lythjohan, seconded by Council Member Bublitz, to approve Resolution No. 2021-14 honoring Jay Buntrock. Motion carried without a negative vote with Council Member Thome excused.

A motion was made by Council Member Bublitz, seconded by Council Member Simpson, to approve Resolution No. 2021-15 honoring Cathy Holnagel. Motion carried without a negative vote with Council Member Thome excused.

**CONSIDER RECOMMENDATION OF POLICE CHIEF TO DENY NEW OPERATOR'S LICENSE APPLICATION OF ANDREW KLUG; AND ACTION THEREON**

Police Chief Frank explained to the Council the Operator's License applicant had six (6) serious contacts with law enforcement with two (2) as recent as 2020 and recommended against issuing an Operator's License.

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

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2021-16 TO APPROVE A NEW BOND DEPOSIT SCHEDULE FOR THE CEDARBURG POLICE DEPARTMENT**

Police Chief explained the proposed changes to the Bond Deposit Schedule from Mid Moraine Municipal Court with a recommendation to accept the changes.

A motion was made by Council Member Burkart, seconded by Council Member Bublitz to approve Ordinance No. 2021-16 approving the new Bond Deposit Schedule for the Cedarburg Police Department. Motion carried without a negative vote with Council Member Thome excused.

**DISCUSSION AND POSSIBLE ACTION ON THE POSSIBILITY OF A SIDEWALK EXTENSION ON THE EAST SIDE OF SHEBOYGAN ROAD DIRECTLY SOUTH OF THE GLEN AT CEDAR CREEK.**

Many complaints have been received about the lack of sidewalk in front of the undeveloped parcel of land directly south of The Glen at Cedar Creek Subdivision on the east side of Sheboygan Road. The sidewalk will be installed whenever that parcel becomes developed. Many residents attended the Council meeting to voice safety concerns regarding the lack of sidewalks and the lack of timeframe that sidewalks could be installed.

A couple residents attempted unsuccessfully to have the speed limit lowered on Sheboygan Road.

Council Member Bublitz explained that the Cedarburg School District currently pays additional bussing fees for this area due to the unsafe nature of picking up/dropping off children in an area with no sidewalks.

Engineer Director Wieser explained to the Council it would cost approximately \$50,000 - \$55,000 to construct a sidewalk with curb, however, this amount does not include engineering costs.



A discussion ensued about possibly considering gravel and asphalt as alternatives and whether to defer the cost to any future developers.

Council Member Simpson would like to see the speed limit lowered on that portion of Sheboygan Road as well.

A motion was made by Council Member Bublitz, seconded by Council Member Simpson to instruct the Public Works and Sewerage Commission along with Administrator Hilvo and appropriate City Hall staff to look into the issue of the City providing sidewalks or a temporary walking path, and special assessing any future developers of the sidewalk costs, also for temporary safety measures (such as cones) to be installed until a viable solution is returned to the Council for approval. Motion carried without a negative vote with Council Member Thome excused.

#### **DISCUSSION AND POSSIBLE ACTION TO APPROVE THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CEDARBURG AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION**

Attorney Herbrand explained the terms and conditions associated with the amended and restated Memorandum of Understanding between the City of Cedarburg and the Wisconsin Department of Transportation. The Department of Transportation attached a deadline for the road connection project of November 2022. The other amendment allows for building permits for an additional 200,000 square feet of space.

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve the Amended and Restated Memorandum of Understanding between the City of Cedarburg and the Wisconsin Department of Transportation. Motion carried without a negative vote with Council Member Thome excused.

#### **DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENTS TO THE COMMUNITY DEVELOPMENT AUTHORITY, LIGHT AND WATER COMMISSION AND LIBRARY BOARD.**

The Mayor recommended the appointment of Mark O'Neill to the Community Development Authority, Loraine LeSage to the Library Board, and Paul Radtke & Andrew Moss to the Light & Water Commission.

A motion was made by Council Member Burkart, seconded by Council Member Bublitz to approve the Mayoral appoints to the Community Development Authority, Library Board, and Light and Water Commission. Motion carried without a negative vote with Council Member Thome excused.

#### **DISCUSSION ONLY ON REMOTE MEETING ATTENDANCE POLICY/ORDINANCE**

The Council discussed the pros and cons of holding meetings with both in-person and Zoom attendance. A portion of the discussion included possibly live streaming the Council meetings. No action was taken by the Council.

## **DISCUSSION AND POSSIBLE ACTION ON LICENSE/PERMIT APPLICATIONS**

A motion was made by Council Member Verhaalen, seconded by Council Member Bublitz, to approve the New Operator License applications for the period ending June 30, 2022 for Charles S Baumle, Janet M Kunz and Zachary M Bonno. Motion carried without a negative vote with Council Member Thome excused.

A motion was made by Council Member Verhaalen, seconded by Council Member Bublitz, to approve the Renewal Operator License applications for the period ending June 30, 2022 for Emily K Albert. Motion carried without a negative vote with Council Member Thome excused.

## **DISCUSSION AND POSSIBLE ACTION ON PAYMENT OF BILLS DATED 07/31/2021 THROUGH 08/26/2021, TRANSFERS FOR THE PERIOD 08/01/2021 THROUGH 08/27/2021 AND PAYROLL FOR PERIOD 07/25/2021 THROUGH 08/21/21.**

A motion was made by Council Member Burkart, seconded by Council Member Bublitz, to pay the bills dated 07/31/2021 through 08/26/2021, transfers for the period 08/01/2021 through 08/27/2021 and payroll for period 07/25/2021 through 08/21/2021. Motion carried without a negative vote with Council Member Thome excused.

## **ADMINISTRATOR'S REPORT**

The Administrator's report was included in the Council packet.

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

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

Council Member Burkart mentioned the Evergreen Boulevard project is complete and wished to thank the Public Works Department for a job well done. They also did a great job of keeping residents informed of the progress.

Council Member Arnett commended those who organized Country in the Burg music festival. It was a well-run event which raised money for Mel's Charities, Children's Hospital and the Wounded Warrior Project.

## **MAYOR'S REPORT** - None

## **ADJOURNMENT - CLOSED SESSION**

A motion was made by Council Member Verhaalen, seconded by Council Member Burkart, at 8:53 p.m., to adjourn to closed session pursuant to State Statute 19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee subject to the jurisdiction or authority of the governing body. Specifically discussed was the Administrator's evaluation. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Lythjohan, Simpson, Verhaalen, and Burkart voting aye and Council Member Thome excused. (6-0)

## **RECONVENE TO OPEN SESSION**

Open session reconvened at 9:14 p.m.

## **ADJOURNMENT**

A motion made by Council Member Arnett and seconded by Council Member Burkart to adjourn the meeting at 9:15 p.m. Motion carried without a negative vote with Council Member Thome excused.

Tracie Sette  
City Clerk

# Water System Needs Assessment and Impact Fee Study



## Water System Needs Assessment and Impact Fee Study

*April 2021*

### PREPARED FOR:

**Cedarburg Light & Water Utility**

N30W5926 Lincoln Blvd

Cedarburg, WI 53012

### PREPARED BY:

**Ruekert & Mielke, Inc.**

4001 Nakoosa Trail, Suite 200  
Madison, WI 53714

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## WATER SYSTEM NEEDS ASSESSMENT AND IMPACT FEE STUDY

### PURPOSE AND BACKGROUND

This study is a public facility needs assessment under Wisconsin Statutes § 66.0617(4). This study develops and recommends impact fees that comply with the impact fee standards in Wisconsin Statutes §. 66.0617(6).

Ruekert & Mielke, Inc. (R/M) and the Cedarburg Light and Water Commission (Cedarburg) prepared the 2006 impact fee study for the water facilities. The study was updated in 2012 but only to adjust the project costs for inflation.

The 2006 study provided more detailed breakdowns of projects than this study does. The level of detail was scaled back to account for the state statutes granting much latitude to municipalities in how they spend impact fee funds. As the footnotes to Wisconsin Statutes § 66.0617 explain, the law “allows a municipality to impose impact fees for a general type of facility without committing itself to a particular proposal before charging the fees.” Therefore the level of detail provided in prior studies is not needed in this current study as it gives the impression that Cedarburg does not have the flexibility in its spending of impact fee funds. The footnotes in the statutes make explicit that a “municipality must be allowed flexibility to deal with the contingencies inherent in planning”. The project details that follow in this study represent Cedarburg’s best planning at the time, but Cedarburg reserves the statutory right to alter its planning to best suit evolving needs after this study is finished.

This includes adding a well, which Cedarburg anticipates it will need at some point just beyond the forecast period to accommodate new growth. The most recent Water System Master Plan indicates that maximum-day pumpage will come close to exceeding the reliable supply capacity by the end of the forecast period, meaning another well will need to be added then or soon thereafter. Under case law and the Wisconsin Statutes, Cedarburg would be justified in spending impact-fee funds on a new well when it is needed.

As required by the Wisconsin Statutes, this report contains a inventory of existing facilities, a list of future projects, the service standards, existing deficiencies, the calculation of the impact fee, and the fee’s effect on the availability of affordable housing.

### GENERAL

The growth forecast and service area provide essential information for developing impact fees. The annual increase section recommends how to adjust costs for inflation.

#### Growth Forecast

R/M used the forecasts provided in the Water System Master Plan that SEH completed in December 2016 for Cedarburg. The master plan projected demand by customer class based on population and community growth. R/M adjusted the projected growth based on changes that

have developed since the 2016 plan was developed and the differing purposes of the plan versus the study.

Residential sales were forecast using current trends and assumptions regarding population growth from sources such as the Cedarburg Smart Growth Comprehensive Land Use Plan and the state of Wisconsin's Department of Administration. The master plan assumed that per-person demand would remain constant from the current level of 54 gallons per day while the population increased. The resulting annual incremental change that the master plan calculated for residential sales equals 71 million gallons. Based on recent and impending development patterns, as well as the area of land available for development, R/M adjusted this growth to 23 million gallons.

Commercial sales were forecast based on recent demand trends. Assuming per-person sales remained at 9.5 gallons per day, the master plan forecast an increase of 12 million gallons per year for the commercial class, or an increase of over 30 percent for the 20-year forecast period. R/M similarly adjusted this growth downward to 4 million gallons per year.

Industrial sales were forecast using an estimate of 1,000 gallons per day per acre of industrial land for new customers and a demand increase to current customers of 2 percent per year. These assumptions yield an annual forecast of 86 million gallons for new industrial customers and an increase of 33 million gallons for current customers. R/M adjusted the forecast for new industrial customers down to 40 million gallons per year.

Sales to public authority customers were forecast based on assuming a steady per-person demand and applying that demand figure to growth in customers. This approach produces a forecast of an incremental 10 million gallons per year, taking demand from 20 million gallons to 30 million gallons. R/M adjusted the estimated growth to 5 million gallons per year.

Table 1 below summarizes the increase from new growth. Note that it excludes the demand increase from existing industrial customers.

Table 1 - Sales Forecast in Million Gallons / Year				
Customer Class	2019 *	2040	Growth	Growth
Residential **	226	249	23	10%
Commercial	39	43	4	10%
Industrial ***	55	95	40	73%
Public Authority	20	25	5	24%
Total	340	412	72	21%

\* From 2019 PSC Annual Report

\*\* Combines the PSC customer classes of Residential and Multifamily Residential

\*\*\* Excludes increased sales from current customers

This forecast represents a compound annual growth rate of approximately 1 percent for the whole system.

## [Service Area](#)

Wisconsin Statutes §. 66.0617(4)(a)2 requires Cedarburg to base impact fees on an explicitly identified service area. The service area for this study is the entire City of Cedarburg and areas within the Town of Cedarburg to be annexed into the City of Cedarburg within the next 20 years.

### Annual Increases

Acting in line with many other communities throughout the state, Cedarburg has been increasing its impact fees annually to account for inflation. This practice helps Cedarburg's fees keep pace with rising costs for projects. Cedarburg could adjust fees each year based on a reliable yet readily accessible measure of inflation for projects, such as the US Census Bureau's Construction Price Index for single-family houses under construction. Cedarburg could use the change from the twelve-month period preceding September of the prior year to implement its increases in January.

Other municipalities tie their increases to such measures. Doing so provides a cogent rationale for not only the increase but also the amount of the increase itself.

### Inventory of Existing Facilities

Cedarburg plans to continue to impose impact fees to fund water system improvements to serve new growth. The table below lists the existing facilities that comprise Cedarburg's water system.



Table 2 - Inventory				
Existing Water Supply Facilities		Yield per Day (gallons)	In Service?	
Well #1		860,000	Yes	
Well #3		1,300,000	Yes	
Well #4		900,000	Yes	
Well #5		860,000	Yes	
Well #6		860,000	Yes	
Total		4,780,000		
Existing Pumps		Actual Capacity (gallons/minute)	Primary Purpose	
Mequon Street		650	Primary	
Western Avenue		900	Primary	
Lincoln Boulevard		1,450	Booster	
Wauwatosa Road		600	Primary	
Lincoln Boulevard		1,600	Primary	
Harrison Avenue		650	Primary	
Total		5,850		
Existing Storage Facilities		Total Capacity (gallons)	Type	
Western Avenue Water Tower		200,000	Elevated Tank	
Well 5 Ground Reservoir		50,000	Concrete Reservoir	
Well 4 Ground Reservoir		1,000,000	Steel Reservoir	
Total		1,250,000		
Existing Water Mains				
Diameter (inches)		Length (ft)	Function	Material
1.5		235	Distribution	Other Plastic
2		641	Distribution	Copper
4		41	Distribution	Ductile Iron, Lined
4		500	Distribution	Lined Cast Iron
4		1,075	Distribution	Unlined Cast Iron
6		11,111	Distribution	Ductile Iron, Lined
6		35,124	Distribution	Lined Cast Iron
6		14,387	Distribution	Unlined Cast Iron
6		14,875	Distribution	PVC
8		44,817	Distribution	Ductile Iron, Lined
8		499	Supply	Ductile Iron, Lined
8		103	Transmission	Ductile Iron, Lined
8		4,679	Distribution	Lined Cast Iron
8		282	Transmission	Lined Cast Iron
8		2,708	Distribution	Unlined Cast Iron
8		137,415	Distribution	PVC
8		3,253	Supply	PVC
8		299	Transmission	PVC
10		2,630	Distribution	Ductile Iron, Lined
10		34	Supply	Ductile Iron, Lined
10		10	Transmission	Ductile Iron, Lined
10		12	Distribution	PVC
10		35	Transmission	PVC
12		16,503	Distribution	Ductile Iron, Lined
12		15	Supply	Ductile Iron, Lined
12		3,175	Transmission	Ductile Iron, Lined
12		46,613	Distribution	PVC
12		4,011	Transmission	PVC
16		154	Transmission	Ductile Iron, Lined
16		12	Transmission	PVC
Total		345,248		

Source: 2019 PSC Annual Report

## Wells

Groundwater wells provide the source of supply for Cedarburg. The City is currently served by five active wells. The table shows the inventory of active wells and the supply at each of the wells. The total current system well pumping capacity is 4.78 million gallons per day (MGD).

## Storage

The City operates two elevated water storage tanks and one underground reservoir. The total amount of storage provided by the storage facilities is 1,250,000 gallons. At present, the City does not have any storage capacity in the high-level pressure zone (HLPZ).

## Main Facilities

Table 3 shows the lengths of each diameter-size of main, as well as the material from which the main has been constructed and the purpose of the main – supply, distribution, or transmission. The total length of main in Cedarburg exceeds 345,000 feet.

## Pumping Facilities

The Water Utility owns and operates six pumps in the City. Table 2 shows that the total capacity of these pumps is 5,850 gallons per minute, or 8.42 million gallons per day. The supply capacity for the HLPZ currently equals only 0.49 million gallons per day, according to the master plan.

## Proposed New Facilities and Improvements

Cedarburg plans to continue to impose impact fees to fund water system improvements. Cedarburg first imposed impact fees for its water system in 2006. The 2006 impact fee study used a water system study completed in 1997 as the basis for its standards and recommendations. Since Cedarburg had a Water System Master Plan created in 2016 and a technical memorandum on the HLPZ in 2021, R/M based standards and recommendations for this study on both of those documents.

The 2016 Water System Master Plan for Cedarburg explains the projects needed to accommodate new growth. Demand is forecast to grow throughout the system, especially in the HLPZ. Therefore, the master plan recommends that the City builds a water tower and booster station there. These projects are listed below.

Table 3 - Planned Projects		
Project	Capacity (million gallons)	Cost
High-level Pressure Zone Water Tower	0.50	\$ 2,200,000
High-level Pressure Zone Booster Station*	2.88	1,136,500
Total		\$ 3,336,500

Source for costs: Water Utility Staff

\* Capacity expressed in million gallons / day

The cost for the water tower includes the ancillary work such as control valve improvements, as does the booster station's costs.

The 2021 technical memorandum produced by Baxter & Woodman agrees with the need for both projects in the HLPZ.

### Service Standards and Existing Deficiencies

The service standards that the City selects determine how much of a proposed project will serve the current population and how much of the project will serve new growth. The portion of the project that will serve the current population is understood to be remedying an existing deficiency. The statutes require that the costs for existing deficiencies be excluded from the impact fees. They require that costs for any portion of the project that will serve new growth beyond the forecast period be excluded as well.

The standards used in the table below are derived from the 2021 technical memorandum, and they focus on the area of the greatest growth, the HLPZ. The plan notes the HLPZ has no storage, and it should have 0.34 million gallons. However, the memo notes that due to the utility adding a third booster pump to the HLPZ in 2017, the storage needs have been reduced. Water supply and water storage needs closely correlate; generally speaking, the more supply an area has, the less it needs storage. With the additional pump being added, the current storage need falls to 0.125 million gallons.

The portion of the 500,000-gallon tank that addresses the current storage need will remedy an existing deficiency while the remainder will service new growth.

Table 4 - Service Standards for Storage						
Facility	Current Goal	Current Inventory	Existing Deficiency	Additions	New Growth Additions	New Growth Share
High-level Pressure Zone Water Tower (million gallons)	0.125	-	0.125	0.500	0.375	75.0%

The calculation for the New Growth Share excludes Existing Deficiencies. The New Growth Share is the portion of the project's costs that can be recovered through impact fees.

The master plan indicates that the HLPZ has adequate water supply at present, but the zone will need additional capacity to meet future needs. According to the technical memo, the new booster station is meeting 3 distinct needs: 1) providing adequate water pressure and public fire protection to the tax incremental finance (TIF) district business park 2) supporting anticipated growth of the utility's future service area along and north of state highway 60 and 3) offering a system-wide benefit by allowing stored water in the new HLPZ Well 4 water tower to be available to customers in the standard pressure zone and by providing reliability in service to HLPZ customers.

The technical memo apportioned costs based on the standard of providing adequate water pressure, public fire protection, and reliability to each of these services as presented in the summary from the memo below.

Figure One

SUMMARY OF FUNCTIONAL COST ALLOCATIONS BUSINESS PARK BOOSTER STATION					
Booster Station Function	Weighted Station Design Function	PROJECT FUNDING TYPE			Total
		TIF Funding	Impact Fee Funding	Utility Financed Plant	
		TIF District Benefit	New Growth Benefit	System-wide Benefit	
Increase System Pressure	0.300	40%	60%	0%	100%
Higher Pumping Capacity	0.200	10%	80%	10%	100%
Fire Protection	0.350	60%	30%	10%	100%
Redundant HLPZ Supply Source	0.075	0%	0%	100%	100%
HLPZ Water Storage Transfer	0.075	0%	0%	100%	100%
Overall Functional Cost Apportionment		35.0%	44.5%	20.5%	100%
<b>Recommended Cost Apportionment Percentage</b>		<b>35%</b>	<b>45%</b>	<b>20%</b>	

Applying the New Growth Share or percent of Impact Fee Funding for each project to the project costs yields the amount eligible to be recovered through impact fees, as seen in the table below.

Table 5 - Costs to be Recovered through Impact Fees			
Project	Cost	New Growth Share	Cost to Recover with Impact Fees
High-level Pressure Zone Water Tower	\$ 2,200,000	75.0%	\$ 1,650,000
High-level Pressure Zone Booster Station	1,136,500	44.5%	505,743
Total	\$ 3,336,500		\$ 2,155,743

### Recommended Impact Fees

To allocate the cost among new growth, the impact fees below have been apportioned based on meter size. The size of the water meter required for a given property generally runs proportionate to the expected peak rate of water demand.

R/M recommends changing methodology away from apportioning fees based on residential equivalent connections for several reasons. Apportioning fees based on meter size is much easier for customers to understand, offers more consistency and predictability in fees for both customers and the City, and simplifies the City's task of administering the fees.

Forecasting meter count by size was performed differently for each class depending on what was most appropriate for that class. For the single-family residential and multifamily residential classes, the number of new meters was projected based on the number of new units that would be added. The table below shows the forecast residential units, split between single-family and multi-family units. The table estimates 70 percent of development will be single-family units and the remainder will be multi-family units. This split parallels the current division between those two kinds of housing units, according to the US Census Bureau's data.

Table 6 - Forecast Residential Units			
Forecast Population *	12,696		
Current Population **	11,527		
Population Increase	1,169		
Development Type	Assumed People per Unit	Forecast Units	People
Single-family Unit **	2.34	423	989
Multifamily Dwelling Unit ***	1.75	103	180
<b>Total</b>		<b>526</b>	<b>1,169</b>
* Cedarburg Smart Growth Comprehensive Plan numbers per SEH Water System Master Plan			
** US Census data			
** Source is US Census data for people per unit			
*** Assumes average of 1.75 people/unit			

To forecast the number of meters at each size, R/M applied the current proportion of meters within each size category, as seen below.

Table 7 - Forecast New Growth Residential Meters			
Meter Size	Current Residential Meter Count *	Current Share	Incremental Residential Meters
1/2"	-	0.0%	-
5/8"	-	0.0%	-
3/4"	3,984	97.6%	<b>513</b>
1"	67	1.6%	<b>9</b>
1.5"	27	0.7%	<b>3</b>
2"	2	0.0%	-
3"	1	0.0%	-
4"	-	0.0%	-
6"	-	0.0%	-
8"	-	0.0%	-
10"	-	0.0%	-
12"	-	0.0%	-
	<b>4,081</b>	<b>100.0%</b>	<b>525</b>

\* Combines residential and multifamily residential count from year-end 2020 utility data

For the meter count for the commercial and public authority customer classes, the growth was projected on the population forecast. The meter count for the industrial class was based on the known developments with light manufacturing occurring in the business park being built.

The current proportion of meters by size was then applied to the forecast to devise the estimated future number of meters for each size, just like what was done for residential meters above.

Table 8 - Forecast New Growth Non-residential Meters									
Forecast increase in public authority meters *		10%							
Forecast increase in commercial meters *		10%							
Forecast increase in industrial meters **		14%							
Meter Size	Current Public Authority Meters ***	% Share	Incremental Public Authority Meters	Current Commercial Meters ***	% Share	Incremental Commercial Meters	Current Industrial Meters ***	% Share	Incremental Industrial Meters
1/2"	-	0.0%	-	-	0.0%	-	-	0.0%	-
5/8"	-	0.0%	-	-	0.0%	-	-	0.0%	-
3/4"	10	23.3%	<b>1</b>	218	73.6%	<b>22</b>	17	54.8%	<b>2</b>
1"	16	37.2%	<b>2</b>	49	16.6%	<b>5</b>	6	19.4%	<b>1</b>
1.5"	4	9.3%	-	19	6.4%	<b>2</b>	4	12.9%	<b>1</b>
2"	3	7.0%	-	6	2.0%	<b>1</b>	3	9.7%	-
3"	7	16.3%	<b>1</b>	4	1.4%	-	-	0.0%	-
4"	3	7.0%	-	-	0.0%	-	1	3.2%	-
6"	-	0.0%	-	-	0.0%	-	-	0.0%	-
8"	-	0.0%	-	-	0.0%	-	-	0.0%	-
10"	-	0.0%	-	-	0.0%	-	-	0.0%	-
12"	-	0.0%	-	-	0.0%	-	-	0.0%	-
<b>Total</b>	<b>43</b>	<b>100.0%</b>	<b>4</b>	<b>296</b>	<b>100.0%</b>	<b>30</b>	<b>31</b>	<b>100.0%</b>	<b>4</b>

\* Growth based on population forecast

\*\* Growth based on light manufacturing from new business park

\*\*\* From year-end 2020 utility data

The table below adds together all the forecast meters.

Table 9 - Forecast New Growth Meter Summary					
Meter Size	Residential	Public Authority	Commercial	Industrial	Total
1/2"	-	-	-	-	-
5/8"	-	-	-	-	-
3/4"	513	1	22	2	<b>538</b>
1"	9	2	5	1	<b>17</b>
1.5"	3	-	2	1	<b>6</b>
2"	-	-	1	-	<b>1</b>
3"	-	1	-	-	<b>1</b>
4"	-	-	-	-	-
6"	-	-	-	-	-
8"	-	-	-	-	-
10"	-	-	-	-	-
12"	-	-	-	-	-
Total	525	4	30	4	<b>563</b>

Since each meter size allows for a different rate of peak water use, a different impact fee must be computed for each meter size proportionate to the rate of peak capacity of the meter, relative to a basic unit of peak capacity. To build the schedule of fees, the capacity of a standard ¾-inch residential water meter was used as the basic unit of peak capacity. To determine how much to charge per ¾-inch meter, the incremental future connections were converted to an equivalent number of ¾-inch meters based on relative peak capacity, as shown in the table below. The Residential Meter Equivalency Factor represents the operating capacity of each meter size as a multiple of the operating capacity of a ¾-inch meter. The Residential Meter Equivalency Factor was multiplied by the number of meters per size to equate the number of future connections to an equivalent number of new residential meters.

Table 10 - Equivalent Meter Count for New Growth			
Meter Size	Residential Meter Equivalency Factor	Incremental Meters	Equivalent Meters
1/2"	1	-	-
5/8"	1	-	-
3/4"	1	538	<b>538</b>
1"	2.5	17	<b>43</b>
1.5"	5	6	<b>30</b>
2"	8	1	<b>8</b>
3"	15	1	<b>15</b>
4"	25	-	-
6"	50	-	-
8"	80	-	-
10"	120	-	-
12"	160	-	-
Total		563	<b>634</b>

With the total number of equivalent meters and the total cost attributed to new growth, the impact fee per equivalent meter can be calculated. The existing balance in the water impact-fee fund is subtracted from the total cost first, and then the remaining cost is divided by the number of equivalent meters. The fee per equivalent meter is multiplied by the equivalent meter factor to arrive at the impact fee to charge each meter size.

Table 11 - Calculation of Impact Fee			
Total New Growth Costs			\$2,155,743
<u>Less Existing Water Fund Balance *</u>			923,785
Net Costs Eligible for Impact Fees			\$ 1,231,958
Equivalent Meters			634
Fee per Equivalent Meter			\$1,945
	Equivalent		
	Meter Size	Meter Factor	Fee per Meter
	5/8"	1.0	\$1,945
	3/4"	1.0	\$1,945
	1"	2.5	\$4,863
	1.5"	5.0	\$9,725
	2"	8.0	\$15,560
	2.5"	12.5	\$24,313
	3"	15.0	\$29,175
	4"	25.0	\$48,625
	6"	50.0	\$97,250
	8"	80.0	\$155,600
	10"	120.0	\$233,400
	12"	160.0	\$311,200

\* As of year-end 2020, provided by Utility staff

The proposed fee is approximately 3 percent less than the current fee.

## HOUSING AFFORDABILITY

Most households in the City of Cedarburg are affordable. Cedarburg median household income of \$85,000 exceeds Wisconsin's median house income of \$64,000. The table below shows the annual cost of \$303,500 home, the US Census Bureau's estimated average value of a home in Cedarburg, and the potential effect implementing these impact fees would have. The recommended impact fees do not significantly increase the annual income needed to support the mortgage and other costs for an average new house.



Table 12 - Effect of Recommended Impact Fees on Housing Affordability			
	<u>Without Impact Fees</u>		<u>With Proposed Impact Fees</u>
Home Price	\$	303,500	\$ 305,445
Down Payment	\$	30,350	\$ 30,545
Amount Financed	\$	333,850	\$ 335,990
Principal and Interest Payment <sup>(1)</sup>	\$	19,307	\$ 19,430
Taxes <sup>(2)</sup>	\$	9,409	\$ 9,469
Insurance	\$	330	\$ 330
Annual Housing Cost	\$	29,045	\$ 29,229
Income Required <sup>(3)</sup>	\$	96,817	\$ 97,430
Additional Income Required			\$ 613
<b>Additional Income as % of Total</b>			<b>0.6%</b>

<sup>(1)</sup> Assumes a 30-year fixed mortgage at following annual interest rate: 4.0%

<sup>(2)</sup> Assumes following property tax rate: 3.1%

<sup>(3)</sup> Assumes debt payments are no more than 30% of income

## SUMMARY AND NEXT STEPS

To fund facilities needed to serve growth in the near future, we recommend revising the water impact fees to the amounts shown in Table 11.

According to the state statutes, municipalities must now provide developers with detailed explanations of how the impact fees being collected will be spend. R/M recommends that Cedarburg provide a written or electronic copy of this study to satisfy the statutory requirement.

To move forward with new impact fees, the following steps need to take place.

- 1) The study is presented at the Cedarburg's Common Council.
- 2) The Common Council directs that a public hearing be held to hear public comment on this water public facilities needs assessment and the proposed impact fees.
- 3) An ordinance is drafted to implement the recommended impact fees. (See Appendix A for a draft of this ordinance.)
- 4) A Class 1 notice is published in the City newspaper to provide the public 20 days' notice prior to the public hearing as required under Wisconsin Statutes 66.0617(4)(3)(b). The needs assessment must be available 20 days prior to the public hearing to allow the public sufficient time to review.
- 5) A public hearing is held to hear public comment on the needs assessment and the proposed ordinance to impose public facilities impact fees.
- 6) After the public hearing, the Common Council may adopt the proposed ordinance as recommended or adopt the ordinance with amendments.

R/M encourages Cedarburg to previously update its impact fees to ensure they reflect the best growth forecasts, as well as the best capital cost and project estimates. Revisiting the fees every 5 years can help community adjust its plans for new growth to provide the correct level of funding and avoid changing rates as drastically as would be the case if the community waited longer to update its fees.

## APPENDIX A: SUGGESTED ORDINANCE REVISIONS

R/M recommends that Cedarburg remove the definition for Residential Equivalent Connection from Section 3-6-2 of its municipal ordinance if it accepts R/M's proposal to allocate fees based on the equivalent-meters method. R/M recommends the following as an updated version of section 3-6-5:

### SEC 3-6-5 WATER SUPPLY FACILITIES

Any developer creating or constructing additional residential dwelling units or commercial, industrial, or institutional land development within the City or any owner of property in the City that has a change in use that results in the use of additional water capacity shall pay a fee to the City to provide for the capital costs necessary to accommodate water supply expansion needs of land development except as provided in subsection (8) below.

(a) The water supply facilities impact fee shall be \$1,945 per equivalent meter.

(b) The fee shall be imposed as a condition of the issuance of the building permit except if the total amount of impact fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.

(c) Such fees collected by the Water Utility shall be placed in a special fund which shall be separate from the general fund of the Water Utility, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of water supply facilities.

(d) Such fees shall be expended by the Water Utility for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated.

(e) The impact fees imposed under this section shall be increased annually at the percent change of the U.S. Census Bureau Construction Price Index (CPI) for single-family houses under construction, for the twelve-month period preceding October of the prior year, with the adjustment effective January 1 of each year. The City Administrator or designee shall calculate the adjusted fees and maintain a copy of the calculation and the adjusted impact fees in the office of the City Clerk.

## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO:** 10.A.

**TITLE:** Discussion and possible action on Ordinance No 2021-18 updating water impact fees.

**ISSUE SUMMARY:**

The Water Utility is responsible for periodically updating their water impact fee schedule. Ruekert and Mielke was contracted to perform this update that was a fairly comprehensive review. The project included reviewing planned infrastructure costs, updated 20-year growth forecasts, as well as a review of how the anticipated infrastructure costs should be split between existing customers, new growth, and how some specific design requirements for fire flow in the new Business Park should affect cost splits. After the analysis was completed, R&M recommended a new fee schedule that would be based on the water meter size of each new building.

The resulting typical residential water impact fee for the remainder of 2021 is \$1,945. This is a slight reduction from the current fee of \$2049.98.

If the new impact fee ordinance is approved, it will then be evaluated by the Engineering Department against the Construction Cost Index annually, and changes will be recommended for Council Approval.

**STAFF RECOMMENDATION:** approve Ordinance No 2021-18

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

**BUDGETARY IMPACT:** Water Utility Impact Fee Account negligible impact annually

**ATTACHMENTS:**

Ordinance No 2021-18  
R&M Impact Fee Study Dated April 2021

**INITIATED/REQUESTED BY:** Light and Water General Manager Dale Lythjohan

**FOR MORE INFORMATION CONTACT:** Dale Lythjohan

## ORDINANCE NO. 2021-18

### An Ordinance Repealing and Replacing Section 3-6-2 and 3-6-5 Water Supply Facilities

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

SECTION 1. Section 3-6-2 of the Municipal Code of the City of Cedarburg is hereby repealed as follows and Section 3-6-5 of the Municipal Code of the City of Cedarburg is hereby repealed and recreated as follows:

#### SEC. 3-6-2 IMPACT FEES; DEFINITIONS

(g) ~~Residential Equivalent Connection (REC) means a unit of measure for water related impact fees equivalent to the average amount of water capacity needed to supply one single family residential dwelling unit. For the purpose of the water supply impact fees established under this Ordinance, a REC shall be equal to 53,544 gallons annually.~~

#### SEC. 3-6-5 WATER SUPPLY FACILITIES

Any developer creating or constructing additional residential dwelling units or commercial, industrial, or institutional land development within the City or any owner of property in the City that has a change in use that results in the use of additional water capacity shall pay a fee to the City to provide for the capital costs necessary to accommodate water supply expansion needs of land development except as provided in subsection (8) below.

#### 2021 Water Impact Fee Based on Installed Meter Size

Meter Size	Meter Factor	Fee per Meter
5/8"	1.0	\$1,945
3/4"	1.0	\$1,945
1"	2.5	\$4,863
1.5"	5.0	\$9,725
2"	8.0	\$15,560
2.5"	12.5	\$24,313
3"	15.0	\$29,175
4"	25.0	\$48,625
6"	50.0	\$97,250
8"	80.0	\$155,600
10"	120.0	\$233,400
12"	160.0	\$311,200

(a) The Water Supply Facilities impact fee shall be \$1,945 per equivalent meter.

(b) The fee shall be imposed as a condition of the issuance of the building permit except if the

total amount of impact fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.

- (c) Such fees collected by the Water Utility shall be placed in a special fund which shall be separate from the general fund of the Water Utility, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of water supply facilities.
- (d) Such fees shall be expended by the Water Utility for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated.
- (e) The impact fees imposed under this section shall be increased annually at the percent change of the U.S. Census Bureau Construction Price Index (CPI) for single-family houses under construction, for the twelve-month period preceding October of the prior year, with the adjustment effective January 1 of each year. The City Administrator or designee shall calculate the adjusted fees and maintain a copy of the calculation and the adjusted impact fees in the office of the City Clerk.

**SECTION 2. SEVERABILITY.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

Passed and adopted this 13<sup>th</sup> day of September 2021.

Attest:

\_\_\_\_\_  
Mike O'Keefe, Mayor

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

Approved as to form:

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Michael Herbrand, City Attorney



## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO: 10.B.**

**TITLE:** Discussion and possible action on Country In The Burg 2022 to be held August 26-27, 2022

**ISSUE SUMMARY:** Country in the Burg is requesting to hold their concert on August 26<sup>th</sup> & 27<sup>th</sup>, 2022 at Cedar Creek Park. CITB was held at Cedar Creek park in 2019 as a one day event and then in 2021 as a two-day event. They were given an additional night for 2021 to assist in recouping lost revenue from having to cancel in 2020. They are requesting to hold a two-day event again in 2022.

**STAFF RECOMMENDATION:** None

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

**BUDGETARY IMPACT:** Cost of City staff time spent on the event is paid for by CITB.

**ATTACHMENTS:** n/a

**INITIATED/REQUESTED BY:** Alex Uhan

**FOR MORE INFORMATION CONTACT:** Alex Uhan, [coach.uhan@hotmail.com](mailto:coach.uhan@hotmail.com), Administrator Hilvo at [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us)

## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO:** 10.C.

**TITLE:** Discussion and possible action on Ordinance No. 2021-17 to approve a new range of penalties

**ISSUE SUMMARY:** At the August 30 Council meeting, the Council approved the new Bond Deposit Schedule as recommended by Mid Moraine Municipal Court. As a result, Section 1-1-7 of the City of Cedarburg Municipal Code must be updated to reflect the new penalty limits. The changes are reflected in the highlighted sections.

**STAFF RECOMMENDATION:** Approve Ordinance No 2021-17

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

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:** Ordinance No. 2021-17

**INITIATED/REQUESTED BY:** Mid Moraine Municipal Court

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

## ORDINANCE NO. 2021-17

### An Ordinance Repealing and Replacing Section 1-1-7 General Penalty

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

**SECTION 1.** Section 1-1-7 of the Municipal Code of the City of Cedarburg is hereby and repealed and recreated as follows:

**General Penalty.** Except where a penalty is provided elsewhere in this Code, any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

- (1) First Offense -- Penalty. Any person who shall violate any provision of this Code shall, upon conviction thereof, forfeit not less than Twenty-five Dollars (\$25.00) nor more than **Five Hundred Dollars (\$500.00)**, together with the costs of prosecution and, in default of payment of such forfeiture and costs of prosecution, **the municipal court may take any action authorized by Wis. Stat. s. 800.095.**
- (2) Second and Subsequent Offenses -- Penalty. Any person found guilty of violating any ordinance or part of an ordinance of this Code who shall previously have been convicted of a violation of the same ordinance within one year shall, upon conviction thereof, forfeit not less than Fifty Dollars (\$50.00) nor more than **One Thousand Dollars (\$1000.00)** for each such offense, together with costs of prosecution and, in default of payment of such forfeiture and costs, **the municipal court may take any action authorized by Wis. Stat. s. 800.095.**

**SECTION 2. SEVERABILITY.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

Passed and adopted this 13<sup>th</sup> day of September, 2021.

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Mike O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO: 10.D.**

**TITLE:** Discussion and possible action on award of engineering design contract with RA Smith for the connection of Forward Way to Hilltop Drive in the Hwy 60 Business Park.

**ISSUE SUMMARY:** RA Smith is currently under contract with the City to complete the Business Park engineering design and construction services. As part of the Amended Memorandum of Understanding with the DOT, the city is required to connect Forward Way to Hilltop Drive by the end of 2022.

RA Smith has submitted a proposal for the design of the roadway connection from Forward Way to Hilltop Drive and the reconstruction of Hilltop Drive up to Sycamore Lane for a total of \$30,320. The following services are included as part of this proposal:

- Topographic survey over the project limits.
- Roadway design (plan/profile sheets, typical cross sections, cross sections, details and storm sewer).
- DNR Wetland Permit and mitigation.
- Specifications and Cost Estimates.
- Water Main Design.

**STAFF RECOMMENDATION:** Staff recommends the award of the engineering design of the Hilltop Road Connection to R.A. Smith based on their proposal of \$30,320.

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

**BUDGETARY IMPACT:** \$30,320 from proceeds of the TIF #6 borrowing.

**ATTACHMENTS:** Copy of RA Smith Proposal.

**INITIATED/REQUESTED BY:** Mike Wieser

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

September 2, 2021

Mr. Mike Wieser, P.E.  
Director of Engineering and Public Works  
City of Cedarburg  
W63 N645 Washington Avenue  
Cedarburg, WI 53012

**Re: STH 60 Business Park-Hilltop Road Connection  
Proposal for Professional Design Services**

Dear Mr. Wieser:

Thank you for the opportunity to continue to work with you on this project. The contents of this proposal letter spell out the Description of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

- I. PROJECT NAME/SITE ADDRESS: STH 60 Business Park-Forward Way to Hilltop Road Connection
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

As part of the continued improvements of the business park, and a stipulation of the Wisconsin DOT STH 60 connection, the City will be extending Forward Way from the current cul-de-sac terminus to Hilltop Drive in the Town of Cedarburg. As part of this roadway connection, Hilltop Road will also be reconstructed from the connection, north to Sycamore Drive. The overall roadway project includes the approximate following quantities: 550' of new urban roadway extension and 650' of rural to rural roadway reconstruction. In order to complete the roadway extension a wetland fill permit will be needed from the DNR. The improvements will also include the extension of the watermain from the end of the cul-de-sac, south to the south property line of the business park. The water main will be located in the new utility easement that was dedicated with the recorded certified survey map from the business park.

The following services will be included with the roadway project:

- 1) Topographic survey over the project limits.
- 2) Roadway design including plan/profile sheets, typical sections, cross-sections, details and storm sewer.
- 3) DNR Wetland Permit.
- 4) Specifications and Cost Estimates
- 5) Water main Design

**COMPLETION SCHEDULE:**

We can begin work upon authorization to proceed. We anticipate completing the design this fall to allow a winter bidding to allow for spring/summer of 2022 construction.

III. PROFESSIONAL FEES:

The above-described services will be provided on an hourly not to exceed fee of \$30,320.

Usual and customary expenses such as mileage, postage, delivery, permit fees and applicable taxes are not included in the above rates and will be invoiced separately.

IV. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 3 months of this date.
- B. The wetland permit will include a non-federal wetland exemption that will allow up to 10,000 Square Feet of wetland fill, but anything over 10,000 Sq. Ft. will require mitigation. We anticipate coordination of the mitigation (for approximately 15,000 square feet) but payment and final signatures for the mitigation will be from the City.
- C. We anticipate roadway ditches and storm sewer for any storm water design, but no stormwater management facility or design.
- D. Future construction services, not included in this proposal, can be provided with a future change order, if desired.

If there are any questions concerning those, or the scope of work as presented, please contact us. Upon authorization we will provide the necessary contract documents for final signatures.

Sincerely,

R.A. Smith, Inc.



Troy Hartjes, P.E.  
Senior Project Manager





## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO:** 10.E.

**TITLE:** Discussion and possible action on agreement between the Department of Administration and the City of Cedarburg

**ISSUE SUMMARY:** The State of Wisconsin, through the Community Development Block Grant, has awarded the City of Cedarburg the sum of \$222,000. The agreement between the Department of Administration and the City of Cedarburg outlines the activities of the grant including the scope of work to be completed, timeline for completion, and corresponding program rules. Council approval of the agreement is required as part of the CDBG grant process

**STAFF RECOMMENDATION:** Approval of Agreement

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

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:** Agreement

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

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

**AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
AND  
CITY OF CEDARBURG**

**THIS SUBAWARD AGREEMENT** is made and entered into for the period of **05/27/2021** through **12/31/2022** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and the **City of Cedarburg** ("Grantee"), whose service address is W63 N645 Washington Avenue, PO Box 49, Cedarburg, WI 53012-0049.

**WHEREAS**, on behalf of the State, the Department administers the Community Development Block Grant Program ("Program"), to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **\$222,000** for eligible activities herein described ("Project"); and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

Attachment A – Scope of Work  
Attachment B – Budget  
Attachment C - Source of Funds  
Attachment D – Method of Payment  
Attachment E – Reporting Requirements  
Attachment F – Program Rules & Special Conditions

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

**CITY OF CEDARBURG**

**DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENERGY, HOUSING &  
COMMUNITY RESOURCES**

**BY:** \_\_\_\_\_  
**Mike O’Keefe**

**BY:** \_\_\_\_\_  
**Susan Brown**

**TITLE:** Mayor

**TITLE:** Division Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DUNS Number: 020460820**

## GENERAL TERMS AND CONDITIONS

### **ARTICLE 1. AGREEMENT ADMINISTRATION**

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be the **Mayor**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

### **ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION**

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

### **ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made, or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

#### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

#### **ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachments. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

#### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

**ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 10. TERMINATION OF AGREEMENT**

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

**ARTICLE 11. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."*

**ARTICLE 13. AMENDMENT**

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

**ARTICLE 14. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

**ARTICLE 15. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 16. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 17. 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, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**ARTICLE 18. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

**ARTICLE 19. EXTRA WORK**

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

**ARTICLE 20. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

**FISCAL TERMS AND CONDITIONS****ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

**ARTICLE 22. ALLOWABLE COSTS**

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

**ARTICLE 23. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 24. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

**ARTICLE 25. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.



**ARTICLE 26. METHOD OF PAYMENT**

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an invoice submitted to the following email or address:

**DOADEHCRFiscal@wisconsin.gov**

**Department of Administration  
Division of Energy, Housing & Community Resources  
Attn: Fiscal  
P. O. Box 7970  
Madison, WI 53707-7970**

Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement in the Attachments. Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachments. Invoices shall be accompanied by written documentation of eligible costs.

**Final Payment/Close-Out**

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department by the end of the Performance Period or upon termination of this Agreement unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

**ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

**ARTICLE 28. ELIGIBLE COSTS**

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Budget, described in the Scope of Work, as included in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

**ADMINISTRATIVE TERMS AND CONDITIONS****ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**State Funded Awards:**

***NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

**ARTICLE 30. RECORDS AND REPORTS**

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

**ARTICLE 31. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

**ARTICLE 32. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

## SPECIAL TERMS AND CONDITIONS

### **ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES**

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

### **ARTICLE 34. REASONABLE COSTS**

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

### **ARTICLE 35. AUDITS**

Grantee shall perform an “Agreed upon Procedures Audit” on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

### **ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information (“Confidential Information”) for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

#### **Definitions**

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**ARTICLE 37. LOBBYING**

Program funds may not be used to influence federal contracting or financial transactions.

**ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

**ARTICLE 39. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 40. PATENT INFRINGEMENT**

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ATTACHMENT A****SCOPE OF WORK**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

**1. Scope of Work:**

Community-wide ADA improvements to public facilities, including:

- Replacement of entryway doors including electrical work for push-button/automatic openers (in the City Hall, Gym, Girl Scout Hous, Cedar Creek Park Bathroom, Willowbrooke Park Bathroom, Centennial Park Bathroom, Zuenert Park Bathroom, Police Department entryway/lobby/bathroom(s)),
- Upgrades and necessary remodels to bathrooms in City Hall and City's Senior Center (including renovating/replacing sinks, toilets and floors),
- Renovations/remodel of Senior Center's kitchen (installing accessible sinks, countertops, shelves, cabinets and appliances), dining room (installation of ADA booth seating and accessible shelves/displays), HVAC system, foyer/lobby, access equipment (elevators and stair lifts), and lowered/accessible check-in desk, water fountain and information center displays.

## 2. Time Table:

Due Date	Activity
<b>Prior to Construction and Acquisition</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>• Procure engineering and administrative services, if contracting with third-party firm(s) for these services.</li> <li>• Enter into the grant administration contract, if contracting with a third-party for grant administration. Submit executed contract to DEHCR CDBG Project Representative.</li> <li>• Complete Environmental Report and obtain official approval from DEHCR Environmental Desk. Submit copy of approval from DEHCR Environmental Desk to DEHCR CDBG Project Representative.</li> <li>• Submit “Notice of Acquisition/Relocation to DEHCR” form, if any acquisition (including easements) and/or relocation will be required for the CDBG project.</li> <li>• Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to project.</li> <li>• Obtain federal Davis-Bacon wage rates, if federal labor standards are applicable to project.</li> <li>• Complete Record of Wage Decision Selection Form prior to bidding, if federal labor standards are applicable to project; and submit to DEHCR CDBG Project Representative for review.</li> <li>• Prepare and solicit construction and/or demolition related bids.</li> <li>• Check for wage decision updates prior to bid opening and inform potential bidders of updates, if federal labor standards are applicable to project.</li> <li>• Submit Notice of Contractor Award form(s) for prime contract(s) awarded to DEHCR CDBG Project Representative.</li> <li>• Submit detailed bid tabulation summary to DEHCR CDBG Project Representative.</li> <li>• Obtain all necessary permits.</li> <li>• Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR CDBG Project Representative, if a pre-construction meeting was held.</li> </ul>
<b>September 25, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Labor Standards, MBE/WBE and Section 3 Report for the period of April 1, 2021 through September 30, 2021, [reporting activities <b>May 27, 2021</b> (the Award Date) through September 30, 2021], unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>

Due Date	Activity
<b>September 30, 2021</b>	<ul style="list-style-type: none"> <li>• Complete Fair Housing Actions described in the attachments of the Grant Agreement.</li> <li>• Complete Single Audit and submit Single Audit Report for CY2020 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2021, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2020. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>
<b>October 15, 2021</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Report and supporting documentation for the period of April 1, 2021 through September 30, 2021 [reporting activities <b>May 27, 2021</b> (the Award Date) through September 30, 2021]. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> <li>• Report Fair Housing Actions completed (in the Fair Housing section of the Semi-Annual Report Summary Narrative) and submit supporting documentation to DEHCR.</li> </ul>
<b>December 31, 2021</b>	<ul style="list-style-type: none"> <li>• Begin Construction. Document and report progress and/or delays to DOA.</li> </ul>
<b>January 15, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Single Audit Statement for CY2021 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2022, whichever date is <i>earlier</i>).</li> </ul>
<b>March 25, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual LSER, MBE/WBE Report and Section 3 Report for the period of October 1, 2021 through March 31, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>
<b>March 31, 2022</b>	<ul style="list-style-type: none"> <li>• Conduct second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.</li> </ul>
<b>April 15, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Report and supporting documentation for the period of October 1, 2021 through March 31, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> <li>• Report status of second Public Hearing completion (in the 2<sup>nd</sup> Citizen Participation Public Hearing section of the Semi-Annual Report Summary Narrative) and submit second Public Hearing meeting notice, attendance list, and minutes to DEHCR CDBG Project Representative.</li> </ul>
<b>September 25, 2022</b>	<ul style="list-style-type: none"> <li>• Submit Semi-Annual Labor Standards, MBE/WBE and Section 3 Report for the period of April 1, 2021 through September 30, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.</li> </ul>

Due Date	Activity
September 30, 2022	<ul style="list-style-type: none"> <li>Complete Single Audit and submit Single Audit Report for CY2021 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2022, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook</li> </ul>
October 15, 2022	<ul style="list-style-type: none"> <li>Submit Semi-Annual Report and supporting documentation to DEHCR CDBG Project Representative for the period of April 1, 2021 through September 30, 2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>
October 31, 2022	<ul style="list-style-type: none"> <li>Complete all Construction Activities.</li> <li>End of Construction Period. <b><i>No construction expenses incurred after this date.</i></b></li> </ul>
December 31, 2022	<ul style="list-style-type: none"> <li>Submit Final Payment Request and supporting documents.</li> <li>Submit Project Completion Report and supporting documents.</li> <li>Submit Final Summary Narrative and supporting documents for the period of October 1, 2022 through December 31, 2022 (with the Completion Report). Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> <li>Submit Semi-Annual Labor Standards, MBE/WBE and Section 3 Report for the period of October 1, 2022 through March 31, 2023 (with Completion Report).</li> <li>Submit Final Labor Standards Compliance Report (LSCR) for each prime contractor (with Completion Report).</li> </ul>
Within 60 Days of Receipt of Final CDBG Payment	<ul style="list-style-type: none"> <li>Submit updated/final Cash Control Register, Disbursements Journal, Matching Funds Journal and final CDBG bank account statement showing the deposit and disbursement of the final CDBG payment.</li> <li>Submit payment records for any invoices that were pending payment at the time the final CDBG payment request was submitted to DEHCR.</li> </ul>
January 15, 2023	<ul style="list-style-type: none"> <li>Submit Single Audit Statement for CY2022 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2023, whichever date is <i>earlier</i>).</li> </ul>
September 30, 2023	<ul style="list-style-type: none"> <li>Complete Single Audit and submit Single Audit Report for CY2022 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2023, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</li> </ul>



**ATTACHMENT B****BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

<b>Project</b>	<b>Ozaukee Co. CDBG CLOSE Award Amount</b>	<b>Grantee Match Amount</b>	<b>Total</b>
Cedarburg ADA Improvements	\$222,000	\$0	<b>\$222,000</b>

**Grantee Match:**

No minimum match amount is required for the Grantee to be eligible for the total CDBG award.

**Engineering/Architectural Costs:**

CDBG-CLOSE funds may be used for Engineering/Architectural costs IF the UGLG uses competitive procurement following CDBG requirements. Eligible engineering/architectural costs for the purposes of this Agreement to be paid with CDBG funding shall not exceed the amount designated on the CDBG Project Budget. Any engineering/architectural costs exceeding the designated amount shall be borne by the Grantee.

**Administrative Costs:**

CDBG-CLOSE funds may be used for Administration costs IF the UGLG uses competitive procurement following CDBG requirements; and the amount funded with CDBG CANNOT exceed \$6,000 or 1.5% of the CDBG award, whichever is greater, up to/not to exceed \$15,000. Eligible administration costs for the purposes of this Agreement to be paid with CDBG funding shall not exceed the amount designated on the CDBG Payment Request Form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

**ATTACHMENT C****SOURCE OF FUNDS**

**Program Name:** The United States Government, through the Housing and Community Development Act (HCDA) of 1974, as amended, has established the Community Development Block Grant (CDBG) Program and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

**CFDA #:** The CFDA Number for the CDBG Program is 14.228.

**Federal Award Identification Number (FAIN):** N/A Program Income PY20 from the RLF Closeout

**Federal Award Date:** N/A Program Income

**Total Amount of the Federal Award:** N/A Program Income

**Amount of Federal Funds Obligated by this Award: (Budget Amount)**

**Funding Source:**

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Housing and Urban Development.

**The contact information for the federal awarding official is:**

Renee Ryles  
Acting Director, CPD

U.S. Department of Housing and Urban Development  
Midwest Milwaukee Field Office  
310 West Wisconsin Avenue, Suite 950  
Milwaukee, WI 53203-2289

Phone: 202-402-4609  
Renee.Ryles@hud.gov  
Fax: 414-935-6779

**The contact information for the pass-thru agency official is:**

Susan Brown, Division Administrator

Department of Administration  
Division of Energy, Housing & Community Resources  
101 E. Wilson Street  
Madison, WI 53707

Phone: 608-266-2035  
[Susan.Brown@wisconsin.gov](mailto:Susan.Brown@wisconsin.gov)

**ATTACHMENT D****METHOD OF PAYMENT****CDBG Funds:**

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Time Table in the Attachments. If the cost of making payments to eligible CDBG Grantees under this and other outstanding CDBG Agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under the Articles.

10% of the total grant award, up to a maximum of \$25,000, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG program required working documents, Grantee may request CDBG funds.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

**Project Funds:**

Project funds will be disbursed pursuant to the Budget described in the Attachments. The Grantee is responsible for requesting all payments as described in Financial Management chapter of the Department's Program Implementation Handbook.

**Administrative Funds:**

CDBG administrative funds are to be disbursed pursuant to the Budget described in the Attachments and according to the procedures in the Department's Program Implementation Handbook.

**Matching Funds:**

The Grantee shall provide sufficient funds to ensure that the Grantee Match requirement is met, as established in the Budget for the work described in the Scope of Work in the Attachments. Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee Match. It shall be considered an event of default if the Department determines the Grantee has not satisfied the Grantee Match funds requirement. The Department may require repayment in an amount determined by the Department in order to bring the Grantee into compliance with the Grantee Match requirement.

## ATTACHMENT E

### REPORTING REQUIREMENTS

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent revisions including but not limited to:

#### **Reporting:**

The Reporting shall be in the form as described in the Program Implementation Handbook.

#### **Semi-Annual Report:**

Semi-Annual Reports for the reporting periods of April 1<sup>st</sup> through September 30<sup>th</sup> and October 1<sup>st</sup> through March 31<sup>st</sup> shall be submitted during the Grant Agreement Performance Period and are due per the Grant Agreement Time Table in the Attachments.

#### **Single Audit Report:**

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and until the Grant Agreement has been closed, and due per the Grant Agreement Time Table in the Attachments. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted for the year, due per the Grant Agreement Time Table in the Attachments.

#### **Section 3 Report:**

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and for low- or very-low income businesses in connection with projects and activities in their communities. The Semi-Annual Section 3 Report and Annual Section 3 Report are due per the Grant Agreement Time Table in the Attachments.

#### **Labor Standards Report:**

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement Report, even if the number of hours worked for the reporting period are equal to zero. The report is due per the Grant Agreement Time Table in the Attachments.

#### **Equal Opportunity Reports:**

Two types of reports are required for equal opportunity reporting compliance:

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Report
- Fair Housing Report

The reports are due per the Grant Agreement Time Table in the Attachments.

#### **Employee Self-Certification Report:**

For CDBG projects that require job creation and/or retention by a Business, reporting of jobs created and/or retained by the Business is required. The Employee Self-Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

#### **Client Income Certification Report:**

For CDBG projects that require client income certifications for clients receiving services, a Client Income Certification Report is required. The Client Income Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

#### **Project Completion Report:**

Project Completion Report must be submitted no later than 60 days after the end of Construction Completion as defined in the Attachments of this Agreement. The report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total Performance Period and use of program income.

#### **Additional Reports and Information:**

The Department reserves the right to amend and require additional information or reports as needed.

## ATTACHMENT F

### PROGRAM RULES

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

#### 1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent amendments or changes.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

#### 2. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- The Unit of General Local Government (UGLG) will enact, strengthen, or advertise a local fair housing law;
- The UGLG or Chief Elected Official (CEO) will send letters to those in the business of selling, renting, or financing housing, encouraging them to adhere fully to the fair housing law; and
- The UGLG will display a fair housing poster or provide fair housing information at an appropriate public place.

These activities must be completed no later than the due date in the Grant Agreement Time Table in the Attachments. Failure to complete the activities will result in suspension of funds until the activities are completed.

#### 3. AMENDMENT

The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

#### 4. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer the CDBG activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Agreement. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official location. All subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

**5. MONITORING**

The Grantee will be monitored at least once during the Performance Period of the Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

**6. ENVIRONMENTAL PROTECTION**

The Grantee's chief executive officer shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR 58. The Grantee and its chief executive officer hereby consent to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

**7. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

**8. ACQUISITION/RELOCATION**

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Refer to the Acquisition and Relocation section of the Program Implementation Handbook for further requirements.
- Develop and comply with the Residential Displacement and Relocation Plan certification pursuant to Section 104(d)(1) of the HCDA.
- Provide certification of protection of individuals to engage in non-violent civil rights demonstration pursuant to Section 104(1) of the HCDA.
- Provide all applicable certifications under Section 106(d)(7) of the HCDA.

**9. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT**

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

**10. LOBBYING**

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

**11. RECORD KEEPING**

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement, Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a sub recipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

**12. PROGRAM INCOME**

Program Income means gross income received by the Grantee directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

**13. FAILURE TO PERFORM**

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD national objective.

## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO:** 10.F.

**TITLE:** Discussion and possible action on a Temporary Limited Easement Agreement for a residence on Highland Drive

**ISSUE SUMMARY:**

At the April 26<sup>th</sup> meeting, the Common Council directed staff to repair the damaged part of the Highland Drive retaining wall with owner consent to be on the property with the caveat that this is not acknowledgement of the land belonging to the City. Attorney Herbrand drafted a Temporary Limited Easement Agreement to be signed by the property owner and City. Staff has recently received the signed Temporary Limited Easement Agreement from the property owner and is requesting the Mayor's signature to move forward with the wall repair.

**STAFF RECOMMENDATION:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:** Public Works crew time

**ATTACHMENTS:** Temporary Limited Easement Agreement

**INITIATED/REQUESTED BY:** Mike Wieser

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



Document Number	<b>TEMPORARY LIMITED EASEMENT AGREEMENT</b>	
<p>THIS AGREEMENT ("Agreement"), made by and between the undersigned, Allen Washatko and Jody Washatko (collectively "Grantor") and the City of Cedarburg, a Wisconsin Municipal Corporation (hereinafter referred to as "Grantee").</p> <p>WITNESSETH: for and in consideration of the benefit arising from this Agreement, Grantor agrees to convey the following described easement to Grantee pursuant to the terms and conditions of this Agreement:</p>		<p>Return to:</p> <p>Houseman &amp; Feind, LLP Timothy S. Schoonenberg, Esq. 1650 Ninth Avenue Grafton, Wisconsin 53024</p>

Tax (Parcel) Identification Number

### TEMPORARY LIMITED EASEMENT

From the date of the latest signature by a party hereof until the sooner of completion of construction or 8 months, the Grantee shall have a Temporary Limited Easement over those portions of the Easement Area described in **Exhibit A** attached hereto ("Easement Area"), for the purpose of transporting and operating equipment and materials and conducting repairs and reconstruction in connection with the repair and reconstruction of approximately 10 feet of retaining wall located within the Easement Area ("Improvements"). The Temporary Limited Easement shall expire on the completion of the construction of the Improvements or 8 months from the date of the latest signature on this Agreement, whichever is sooner.

Although the ownership of the real property comprising the Easement Area and on which the section of retaining wall to be repaired is located is currently unknown, Grantor conveys and grants the rights herein to the Grantee for the sole limited purpose of Grantee performing the retaining wall Improvements described herein. Grantee's work herein is done solely for the purpose of correcting a public safety concern and is not in any way an admission of ownership of the Easement Area or an admission of responsibility for any repairs of any kind to the retaining wall. In consideration of Grantee undertaking the repairs to the retaining wall within the Easement Area, Grantor hereby releases and holds harmless Grantee, and Grantee's officers, agents, employees, contractors, successors and assigns (collectively "Released Parties"), of and from any and all liability which may hereafter accrue on account of any and all causes of action, claims and demands of every kind or character, known or unknown, which Grantor may hereafter have arising out of or resulting in any manner whatsoever from any and all losses and damages of every kind or nature related in any way to the retaining wall repairs to be performed by

Grantee under this Agreement. This Release does not release any of the Released Parties from any claims related to ownership or future maintenance responsibility, not including the repairs described herein, of the retaining wall.

This agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties and, if consented to by both parties, duly recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin.

If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable to the fullest extent permitted by law.

No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this agreement shall be constructed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

Grantee shall require any contractor to have in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Grantor as the insured, to insure against injury to the Easement Area, tangible property, personal injuries, or loss of life arising out of the Grantee's use, occupancy, or maintenance of the easement with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Area is located.

Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

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

IN WITNESS WHEREOF, Grantee has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Cedarburg, a Wisconsin Municipal Corporation, **Grantee**

BY:

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

BY:

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

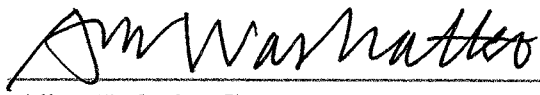
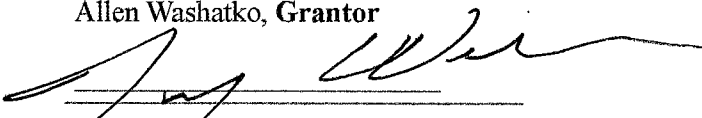
ACKNOWLEDGEMENT & APPROVAL

STATE OF WISCONSIN       )  
  SS  
OZAUKEE COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above named person(s), Michael O’Keefe and Tracie Sette, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BY:   
Allen Washatko, Grantor  
  
Jody Washatko, Grantor

#### ACKNOWLEDGEMENT

STATE OF WISCONSIN     )  
  )SS  
COUNTY OF OZAUKEE     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above named person(s), Allen Washatko and Judy Washatko, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This document was drafted by:

Michael P. Herbrand, Esq.  
Houseman & Feind, LLP  
1650 9<sup>th</sup> Avenue  
Grafton, WI 53024

## **EXHIBIT A**

### **DESCRIPTION OF EASEMENT AREA**

Approximately 10 feet of retaining wall, located approximately 84 feet from the south property line of the Grantor's property, and the area lying adjacent thereto to the center line of Highland Road.

## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO:** 10.G.

**TITLE:** Discussion and possible action on Ordinance No. 2021-19 Remote Meeting Attendance

**ISSUE SUMMARY:** While communities are not legally obligated to allow governmental body members or the public to attend meetings remotely, many have chosen to do so because of positive experiences with remote attendance during the pandemic. It is at the recommendation of the League of Wisconsin Municipalities that each municipality adopt a policy or ordinance regarding remote attendance to provide the framework and structure for governing bodies moving forward. Attached is a draft ordinance for Council review.

**STAFF RECOMMENDATION:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:**

**ATTACHMENTS:** Ordinance No. 2021-19

**INITIATED/REQUESTED BY:** City Clerk Tracie Sette

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

## ORDINANCE NO. 2021-19

### An Ordinance Relating to Remote Attendance at Meetings

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

SECTION 1. Section 2-2-23 of the Municipal Code of the City of Cedarburg is hereby created as follows:

#### SEC. 2-2-23 REMOTE ATTENDANCE AT MEETINGS

- (a) *Remote attendance permitted.* When a meeting is held in-person, the chair of the applicable body may allow one or more members of the body, or any City employee, Officer, consultant, contractor, or any other person to appear at the meeting, as defined in Wis. Stats. § 19.82, by telephone, video conference, or other remote method of participation.
- (b) *Virtual meeting.* Upon direction of the chair, a body may on a case-by-case basis conduct an entirely virtual meeting, in which no member of the body is present at City Hall, subject to the requirements of this section. Members of the body attending virtually shall have all powers of participation, including counting toward a quorum and having the opportunity to vote. If visual information is presented at the meeting, remote attendees must have the opportunity before or during the meeting to view what is presented or be prohibited from voting on the matter. The public shall be given access to the system implementing the virtual meeting platform. Information about access to the meeting shall be provided to citizens in a timely manner as part of the meeting agenda notice. Best efforts shall be used to ensure that members of the public lacking access to the virtual meeting platform are provided alternative reasonable methods to attend.
- (c) *Remote attendance by members.* Any member of a City governmental body attending a meeting remotely pursuant to the terms of this Ordinance shall be entitled to participate and vote to the fullest extent possible, and except as prohibited herein.
  - (1) *Exception.* No member shall participate or vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member. For meetings that include quasi-judicial action requiring due process, the chair must consult the City Attorney before authorizing a virtual meeting or remote attendance.
  - (2) *Quorum.* A member who appears remotely under this section shall count toward a quorum during said appearance.
  - (3) *Technical requirements and malfunctions.* Each person attending remotely is responsible for his or her audio and Internet connections; no action



shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.

(4) *Forced disconnections.* The chair may cause or direct the disconnection or muting of a member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to debatable appeal that can be made by any member, shall be announced during the meeting and recorded in the minutes.

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

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

SECTION 2. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

Passed and adopted this 13<sup>th</sup> day of September, 2021.

Attest:

\_\_\_\_\_  
Mike O'Keefe, Mayor

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

Approved as to form:

\_\_\_\_\_  
Michael Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** September 13, 2021

**ITEM NO:** 10.H.

**TITLE:** Discussion and possible action on new Ward maps resulting from redistricting

**ISSUE SUMMARY:** As a result of the 2020 Census, redistricting has begun. There were delays associated with the release of population data due to Covid. These delays have resulted in an escalated timeframe for completion of redistricting. Ozaukee County is currently in the process of redrawing Supervisory District lines and a copy of the tentative proposal is included in the packet. The County will be holding a public hearing to approve the new districts on September 15. The proposed Supervisory lines represent small changes for some of the Ward lines for the City of Cedarburg. The tentative Ward changes for the City will be brought to the Council at the September 27 meeting for approval.

**STAFF RECOMMENDATION:** no action required

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

**BUDGETARY IMPACT:** n/a

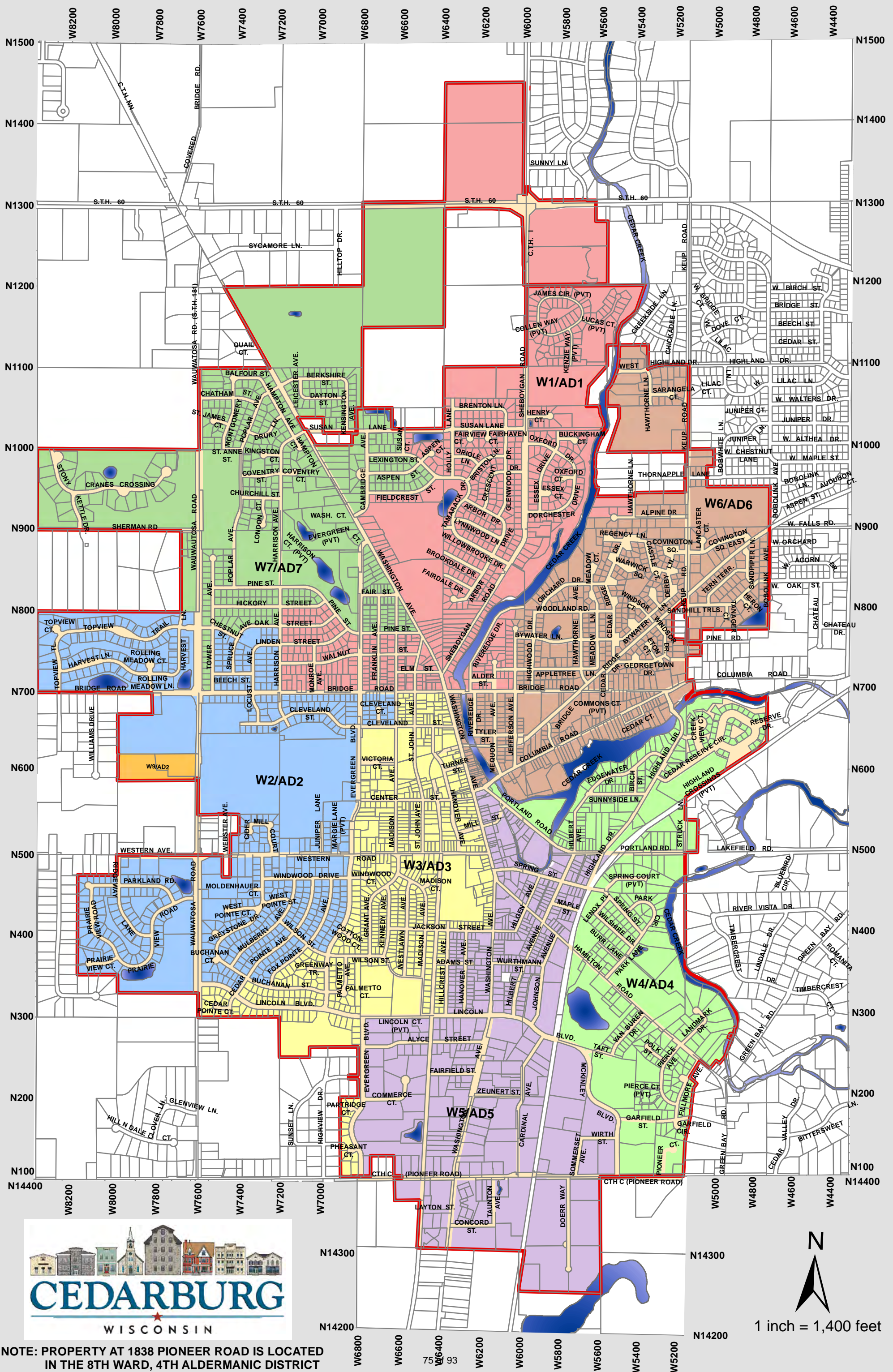
**ATTACHMENTS:** Original Ward/Aldermanic District map, proposed County Supervisory map

**INITIATED/REQUESTED BY:** Clerk Tracie Sette

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



## CURRENT ALDERMANIC DISTRICT/WARD MAP



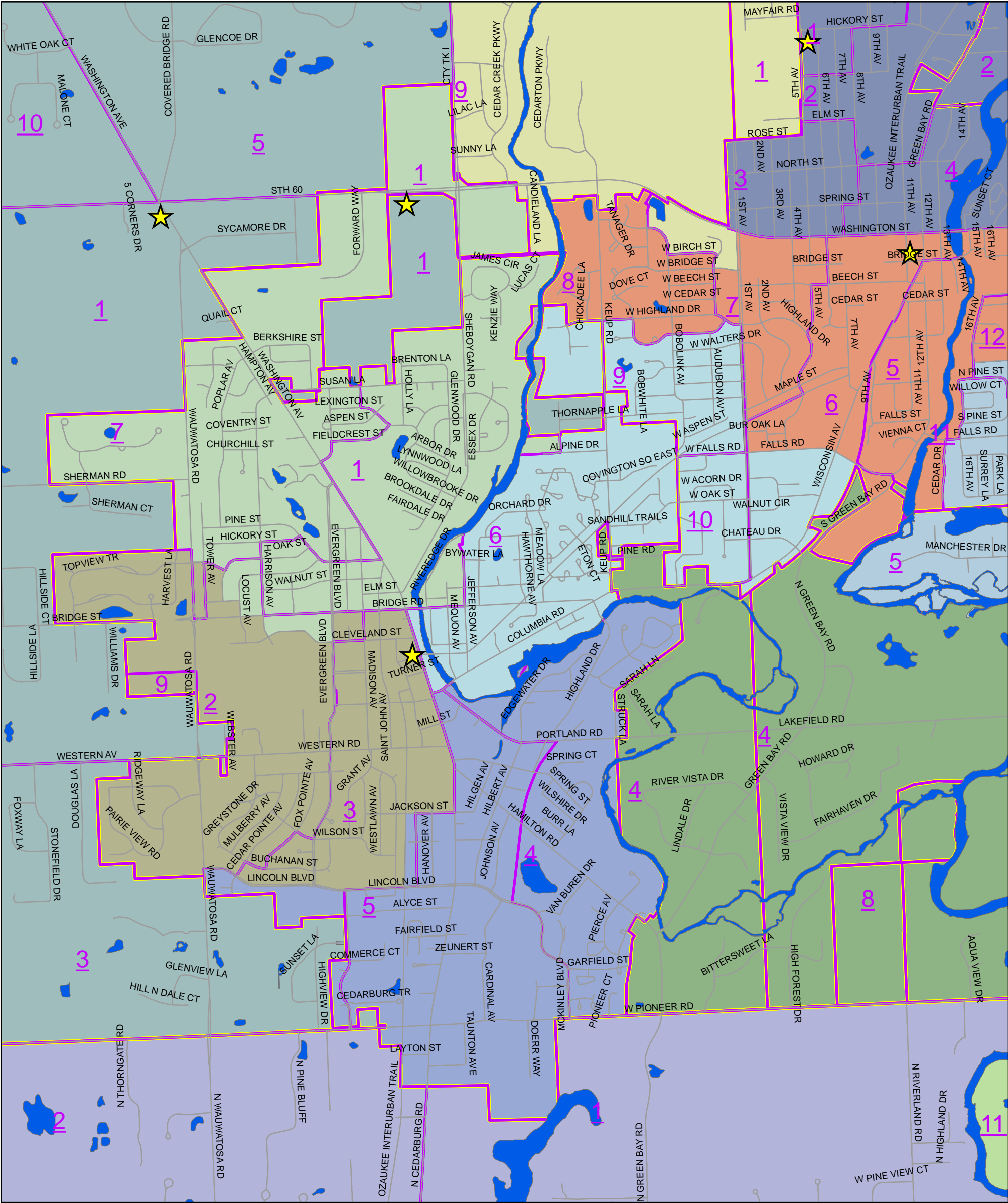
**NOTE: PROPERTY AT 1838 PIONEER ROAD IS LOCATED  
IN THE 8TH WARD, 4TH ALDERMANIC DISTRICT**

**EFFECTIVE DATE: 12/1/2012**



# Proposed Supervisory Districts 10, 15, 16, 17

## City of Cedarburg

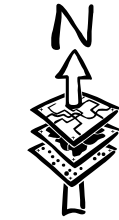


District 10  
Paul Melotik  
1408 W Pioneer Rd  
Grafton

District 15  
Kathlyn Geracie  
N84W5445 Warwick Sq  
Cedarburg

District 16  
Christopher Dueker  
W62N793 Sheboygan Rd  
Cedarburg

District 17  
David Irish  
N47W7790 Parkland Rd  
Cedarburg



Date: 8/30/2021

**Legend**

- Polling Locations
- Existing Wards
- Civil Divisions

**Proposed Supervisory District**

1	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

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**CITY OF CEDARBURG**  
**TRANSFER LIST**  
8/28/21-9/10/21

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
<b>PWSB PAYROLL CHECKING ACCOUNT</b>		
9/10/2021	\$148,487.89	Payroll for 8/22/21-9/4/21
9/10/2021	\$63,453.23	Payroll taxes for 8/22/21-9/4/21
	<u>\$211,941.12</u>	
<b>PWSB MONEY MARKET</b>		
8/27/2021	\$600,000.00	PWSB Checking
9/3/2021	\$100,000.00	PWSB Checking
9/8/2021	\$212,000.00	PWSB Payroll
	<u>\$912,000.00</u>	

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG  
CHECK DATE FROM 08/25/2021 - 09/09/2021

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/25/2021	PWBD	0(E)*#	CEDARBURG LIGHT & WATER	LIGHT & WATER TRANSFER-1	500222	518100	299.45
				LIGHT & WATER TRANSFER-1	500222	518100	27.52
				LIGHT & WATER TRANSFER-1	500222	518100	14.28
				LIGHT & WATER TRANSFER-1	500222	518100	14.28
				LIGHT & WATER TRANSFER-1	500222	518100	200.61
				LIGHT & WATER TRANSFER-1	500226	518100	186.31
				LIGHT & WATER TRANSFER-1	500226	518100	19.03
				LIGHT & WATER TRANSFER-1	500222	522230	136.96
				LIGHT & WATER TRANSFER-1	500222	522230	488.85
				LIGHT & WATER TRANSFER-1	500222	522230	1,186.11
				LIGHT & WATER BILLS 8/27/21	500222	522230	22.58
				LIGHT & WATER TRANSFER-1	500226	522230	348.07
				LIGHT & WATER TRANSFER-1	500226	522230	34.49
				LIGHT & WATER TRANSFER-1	500222	522410	188.38
				LIGHT & WATER TRANSFER-1	500226	522410	39.12
				LIGHT & WATER TRANSFER-1	500222	533420	19.86
				LIGHT & WATER TRANSFER-1	500222	533421	35.04
				LIGHT & WATER TRANSFER-1	500222	533421	32.05
				LIGHT & WATER TRANSFER-1	500222	533421	36.08
				LIGHT & WATER TRANSFER-1	500222	533421	34.13
				LIGHT & WATER TRANSFER-1	500222	533421	55.93
				LIGHT & WATER BILLS 8/27/21	500222	533421	41.14
				LIGHT & WATER TRANSFER-1	500222	555510	77.47
				LIGHT & WATER BILLS 8/27/21	500222	555510	38.93
				LIGHT & WATER BILLS 8/27/21	500222	555510	65.91
				LIGHT & WATER BILLS 8/27/21	500222	555510	72.21
				LIGHT & WATER BILLS 8/27/21	500222	555510	195.86
				LIGHT & WATER BILLS 8/27/21	500222	555510	292.03
				LIGHT & WATER BILLS 8/27/21	500222	555510	376.23
				LIGHT & WATER BILLS 8/27/21	500222	555510	50.48
				LIGHT & WATER BILLS 8/27/21	500222	555510	18.18
				LIGHT & WATER BILLS 8/27/21	500222	555510	70.33
				LIGHT & WATER BILLS 8/27/21	500222	555510	61.76
				LIGHT & WATER BILLS 8/27/21	500222	555510	36.85
				LIGHT & WATER BILLS 8/27/21	500222	555510	14.28
				LIGHT & WATER BILLS 8/27/21	500222	555510	243.31

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				LIGHT & WATER BILLS 8/27/21	500222	555510	82.78
				LIGHT & WATER BILLS 8/27/21	500222	555510	41.66
				LIGHT & WATER TRANSFER-1	500226	555510	40.99
				LIGHT & WATER BILLS 8/27/21	500226	555510	78.24
				LIGHT & WATER BILLS 8/27/21	500226	555510	38.25
				LIGHT & WATER BILLS 8/27/21	500226	555510	35.15
				LIGHT & WATER BILLS 8/27/21	500226	555510	456.34
				LIGHT & WATER BILLS 8/27/21	500226	555510	34.45
				LIGHT & WATER BILLS 8/27/21	500226	555510	72.70
				LIGHT & WATER BILLS 8/27/21	500226	555510	77.46
				LIGHT & WATER BILLS 8/27/21	500226	555510	92.90
				LIGHT & WATER BILLS 8/27/21	500226	555510	114.74
				LIGHT & WATER BILLS 8/27/21	500226	555510	62.04
				LIGHT & WATER BILLS 8/27/21	500226	555510	85.09
				CHECK PWBDD 0(E) TOTAL FOR FUND 100:			6,386.89
08/25/2021	PWBD	1(E)	CEDARBURG POLICE ASSOCIATION	UNION DUES FOR PR17	215903	000000	467.50
08/25/2021	PWBD	2(E)	EXPERT PAY	CHILD SUPPORT PR17	215914	000000	346.15
08/25/2021	PWBD	3(E)	HEALTH SAVINGS ACCOUNTS	HSA CONTRIBUTIONS FOR PR17	215314	000000	6,191.48
08/25/2021	PWBD	4(E)	ICMA RETIREMENT TRUST-457	PR17 CONTRIBUTIONS TO ICMA	215900	000000	1,641.48
08/25/2021	PWBD	5(E)	NORTH SHORE BANK	PR17 CONTRIBUTIONS TO NSB	215900	000000	4,223.24
08/27/2021	PWBD	38475	ALBIERO PLUMBING- HVAC	SERVICE CALL	500240	522230	652.75
08/27/2021	PWBD	38476	ASSESSMENT TECHNOLOGIES, LLC	ASSESSOR PROGRAM SUPPORT 7/8/21	500312	515400	67.50
08/27/2021	PWBD	38477*#	AT&T	PHONE CHARGES	500225	518100	103.57
				PHONE BILL	500225	522110	88.15
				PHONE CHARGES	500225	522230	79.79
				PHONE CHARGES	500225	533210	76.50
				CHECK PWBDD 38477 TOTAL FOR FUND 100:			348.01
08/27/2021	PWBD	38478*#	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	500225	522110	9.35

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/27/2021	PWBD	38479#	AT&T MOBILITY	PHONE BILL	500225	522110	1,014.82
				CEDARBURG MERGENCY MGN	500225	522410	123.61
				CHECK PWBDD 38479 TOTAL FOR FUND 100:			1,138.43
08/27/2021	PWBD	38480	AURORA HEALT CARE	5 PANEL DRUG SCREEN	500310	514100	48.00
08/27/2021	PWBD	38485	BOLD TECHNOLOGIES LTD	SERVICE FEE FOR SEPT/2021-NOV 2021	500240	522110	735.24
08/27/2021	PWBD	38486	BROOKS TRACTOR	ADAPTER FITTING	500353	533210	20.64
				ADAPTER	500353	533210	(6.94)
				CHECK PWBDD 38486 TOTAL FOR FUND 100:			13.70
08/27/2021	PWBD	38487#	CARLIN HORTICULTURAL SUPPLIES	SPRINT 330 IRON CHELETE	500347	555220	81.36
				HANDI REACH HANDLE	500240	555510	13.18
				CHECK PWBDD 38487 TOTAL FOR FUND 100:			94.54
08/27/2021	PWBD	38491	CEDARBURG CHAMBER OF COMMERCE	JILL WIZA 15 YEARS OF SERVICE	500343	519200	75.00
08/27/2021	PWBD	38492*#	CEDARBURG LIGHT & WATER	WATER SUPPLY FACILITY IMPACT FEES	256201	000000	4,099.96
				WTR IMPACT FEE BRETT BODENBERG	256201	000000	2,049.98
				ALLAN BUILDERS WTR IMPACT FEE W48N83	256201	000000	2,049.98
				CHECK PWBDD 38492 TOTAL FOR FUND 100:			8,199.92
08/27/2021	PWBD	38493#	CENTER MASS INC	NATIONAL PATROL CONFERENCE	500330	522110	79.00
				NATIONAL PATROL CONFERENCE	500330	522120	99.00
				NATIONAL PATROL CONFERENCE	500330	522120	99.00
				CHECK PWBDD 38493 TOTAL FOR FUND 100:			277.00
08/27/2021	PWBD	38494*#	CHARTER COMMUNICATIONS	SPECTRUM INTERNET	136100	000000	223.94
				SPECTRUM INTERNET	500225	513100	7.48
				SPECTRUM INTERNET	500225	513200	7.48
				SPECTRUM INTERNET	500225	514100	37.38
				SPECTRUM INTERNET	500220	514700	1,698.89
				SPECTRUM INTERNET	500225	515400	14.95
				SPECTRUM INTERNET	500225	515600	22.43



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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				SPECTRUM INTERNET	500225	518100	67.34
				PHONE BILL	500225	522110	418.70
				SPECTRUM INTERNET	500225	522230	14.95
				SPECTRUM INTERNET	500225	522310	14.95
				SPECTRUM INTERNET	500220	522410	134.98
				SPECTRUM INTERNET	500225	522410	22.43
				SPECTRUM INTERNET	500225	533110	22.43
				SPECTRUM INTERNET	500225	533210	29.91
				SPECTRUM INTERNET	500350	533210	117.48
				SPECTRUM INTERNET	500225	555140	14.95
				SPECTRUM INTERNET	500220	555510	117.48
				SPECTRUM INTERNET	500220	555510	107.98
				SPECTRUM INTERNET	500220	555510	122.97
				SPECTRUM INTERNET	500225	566310	14.95
				CHECK PWBDD 38494 TOTAL FOR FUND 100:			3,234.05
08/27/2021	PWBD	38496*#	CINTAS CORPORATION	LIQUID BANDAGE /SUPPLIES	500350	533210	262.99
08/27/2021	PWBD	38498#	CITY OF CEDARBURG	REPLENISH CITY HALL PETTTY CASH	500311	514100	30.00
				REPLENISH CITY HALL PETTTY CASH	500310	533110	21.90
				CHECK PWBDD 38498 TOTAL FOR FUND 100:			51.90
08/27/2021	PWBD	38499	CITY OF FARMINGTON HILLS	ACTIVE ASSAILANT CONFERENCE	500330	522120	175.00
08/27/2021	PWBD	38500#	COMPLETE OFFICE OF WISCONSIN	COPY PAPER	500312	514100	347.50
				PENS & MOUSE	500310	515600	45.85
				TREASURER'S OFFICE SUPPLIES	500310	515600	25.29
				CHECK PWBDD 38500 TOTAL FOR FUND 100:			418.64
08/27/2021	PWBD	38502	CORE & MAIN LP	DPW PVC PIPE	500240	533440	672.00
08/27/2021	PWBD	38503	DECORAH ANIMAL HOSPITAL	BOARDING RANGER	500352	522120	39.20
08/27/2021	PWBD	38505#	DIGITAL EDGE OF GRAFTON	BUSINESS CARDS	500310	515600	53.00
				LETTERHEAD	500310	522310	226.00
				CHECK PWBDD 38505 TOTAL FOR FUND 100:			279.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/27/2021	PWBD	38506	DISCOVERY COACH	FINAL PAYMENT - FIRESIDE THEATER	500390	555140	825.00
08/27/2021	PWBD	38508	E-Z WINDOW CLEANING	COMMERICAL CLEANING	500240	522230	230.75
				COMMERICAL CLEANING	500240	522230	558.00
				CHECK PWBDD 38508 TOTAL FOR FUND 100:			788.75
08/27/2021	PWBD	38509	EGELHOFF LAWNMOWER SERVICE	ROPE ROTOR	500353	533210	9.30
				OIL	500353	533210	97.28
				BULB PRIMER	500353	533210	53.20
				CHECK PWBDD 38509 TOTAL FOR FUND 100:			159.78
08/27/2021	PWBD	38510	FASTENAL COMPANY	SUPPLIES	500350	533210	267.61
				GLOVES	500350	533210	567.18
				NEEDLE SCALER SHORT	500353	533210	119.95
				CHECK PWBDD 38510 TOTAL FOR FUND 100:			954.74
08/27/2021	PWBD	38511	FIRESIDE THEATRE	THEATRE TICKETS	500390	555140	2,565.10
08/27/2021	PWBD	38512	FIVE CORNERS DODGE	VEHICLE OIL CHANGE	500240	522120	168.88
				REPLACE FRONT PADS & ROTORS , MOUNT &	500240	522120	806.70
				CHECK PWBDD 38512 TOTAL FOR FUND 100:			975.58
08/27/2021	PWBD	38514	GFL ENVIRONMENTAL	MSW COMPLIANCE & BUSINESS IMPACT	463101	000000	427.97
08/27/2021	PWBD	38517	HI-LINE INC.	CLAMP, STEP DOWN, CONNECTOR	500353	533210	129.80
08/27/2021	PWBD	38522	LANGUAGE LINE SERVICE, INC.	PHONE MAINT	500225	522110	31.90
08/27/2021	PWBD	38525	M SQUARED ENGINEERING	FAIRWAY VILLAGE SUBDIVISION OVERSIGHT	239254	000000	20,219.42
08/27/2021	PWBD	38527	MANAGERPLUS LLC	CONTRACT RENEWAL 7/31/21-7/30/22	500380	533210	2,094.62
08/27/2021	PWBD	38529	MATHESON TRI-GAS INC	WESTERN ADAPTOR	500350	533210	12.50
				ACETYLENE IND	500350	533210	37.14
				ADAPTER HOSE	500350	533210	12.25
				CHECK PWBDD 38529 TOTAL FOR FUND 100:			61.89

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
08/27/2021	PWBD	38531	MID-STATE EQUIPMENT	BUSHING, SLAVE LINK, RADUIS ARM	500240	533440	448.69
08/27/2021	PWBD	38532	NAPA AUTO PARTS	#94 REPAIR PART	500353	533210	37.32
				MAGNUM HD SHOCK	500353	533210	173.50
				MX SRICK, STRAINER	500353	533210	35.63
				MINITURE BULB	500353	533210	11.40
				RADIATOR CAP	500353	533210	16.58
				CHECK PWBDD 38532 TOTAL FOR FUND 100:			274.43
08/27/2021	PWBD	38533*#	NASSCO, INC.	PD CLEANER	500340	522100	57.18
08/27/2021	PWBD	38534#	NORTH SHORE BANK	RETIREMENT CONTRIBUTION TO HRA FOR J.	500111	518100	12,425.76
				RETIREMENT CONTRIBUTION TO HRA FOR J.	500111	522100	8,283.83
				CHECK PWBDD 38534 TOTAL FOR FUND 100:			20,709.59
08/27/2021	PWBD	38535	NORTH SHORE BANK	HRA CONTRIBUTION FOR D. HAHN RETIREME	500111	533311	23,574.81
08/27/2021	PWBD	38537	NORTHERN TOOL & EQUIPMENT	DPW SPARY GUN	500353	533210	47.99
08/27/2021	PWBD	38538	OFFICE DEPOT	OFFICE SUPPLIES	500310	522110	304.07
				NOTE PAPER	500310	522110	14.07
				CHECK PWBDD 38538 TOTAL FOR FUND 100:			318.14
08/27/2021	PWBD	38540*#	OLSEN'S PIGGLY WIGGLY	EMPLOYEE RELATIONS/ DECORATED CAKE	500343	519200	26.99
				EMPLOYEE RELATIONS/	500343	519200	38.74
				FOOD	500350	533210	177.63
				DISTILLED WATER	500240	555510	10.03
				CHECK PWBDD 38540 TOTAL FOR FUND 100:			253.39
08/27/2021	PWBD	38541	ONTECH SYSTEMS, INC	IT SERVER BACKUP SOFTWARE MONTHLY BIL	500210	514700	690.00
08/27/2021	PWBD	38542	OSI ENVIRONMENTAL, INC.	USED OIL COLLECTION	463101	000000	75.00
08/27/2021	PWBD	38545	PAYNE & DOLAN, INC.	PRODUCT 62504,2505	500240	533311	195.79
08/27/2021	PWBD	38547*#	QUALITY STATE OIL CO.,INC.	83 of 93 TERRACAIR EXHOUST FLUID	500351	533210	129.64

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Fund: 100 GENERAL FUND				MONTHLY SERVICE BILL	500380	555510	354.00
				CHECK PWBDD 38561 TOTAL FOR FUND 100:			826.74
08/27/2021	PWBD	38562*#	UNIFIRST CORPORATION	MAT 3 X 10 , MAP	500240	518100	114.83
				MATS & MOP HANDLE	500240	522100	69.86
				SHIRTS & PANTS	500350	533210	49.51
				SHIRT & PANTS	500350	533210	49.51
				BAGGED , 18X 18 WIPERS	500350	533210	50.25
				CHECK PWBDD 38562 TOTAL FOR FUND 100:			333.96
08/27/2021	PWBD	38565#	WAYSIDE NURSERIES, INC.	SHRUBS	500347	555220	661.50
				SHRUBS	500240	555510	375.00
				CHECK PWBDD 38565 TOTAL FOR FUND 100:			1,036.50
08/27/2021	PWBD	38567#	WM CORPORATE SERVICES, INC	30 YD ROLLOFF	463101	000000	370.15
				GARBAGE & RECYCLING	500290	533710	40,468.40
				GARBAGE & RECYCLING	500290	533730	18,398.52
				CHECK PWBDD 38567 TOTAL FOR FUND 100:			59,237.07
08/31/2021	PWBD	12(E)	WISCONSIN DEFERRED COMPENSATION	WIS DEF COMP CONTRIBUTION FOR PR17	215900	000000	250.00
09/01/2021	PWBD	6(E)	DELTA DENTAL OF WISCONSIN	SEPTEMBER DENTAL INS PREMIUMS	215312	000000	7,332.93
09/01/2021	PWBD	8(E)	WPS HEALTH INSURANCE	SEPT 2021 HEALTH INS PREMIUMS	215311	000000	96,345.80
09/02/2021	PWBD	10(E)	SECURIAN FINANCIAL	OCT LIFE INS PREMIUMS-AUG DED	215901	000000	3,152.17
09/02/2021	PWBD	11(E)	SUPERIOR VISION INSURANCE PLAN	SEPT VISION INS PREMIUMS	215313	000000	567.58
09/02/2021	PWBD	9(E)	AFLAC	AUGUST PREMIUMS	215317	000000	1,002.06
09/03/2021	PWBD	38569#	BEYER'S HARDWARE	33 RTU GROUND CLEAR	500380	522410	43.01
				ANT DUST	500350	533210	24.90
				PLASTIC TUBE, DEGREASER	500350	533210	22.05
				15 W BULB	500350	533210	36.87
				CHECK PWBDD 38569 TOTAL FOR FUND 100:			126.83

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Fund: 100 GENERAL FUND							
09/03/2021	PWBD	38571	ELIZABETH ROLLAND	TAIJI INSTRUCTOR AUGUST	500210	555140	96.00
09/03/2021	PWBD	38573*#	GRAFTON ACE HARDWARE	BARBECUE SUPPLIES	500350	533210	112.46
09/03/2021	PWBD	38574	ID NETWORKS	ANNUAL SERVICE MAINTENANCE FEE FOR FI	500240	522110	1,857.00
09/03/2021	PWBD	38575	LES THOMPSON	WATERCOLOR 8/18-9/15	500210	555140	110.00
09/03/2021	PWBD	38577	OLSEN'S PIGGLY WIGGLY	WATER, SODA & MISC.	500350	522410	28.54
09/03/2021	PWBD	38578	SHERWIN WILLIAMS CO.	EP FILTER	500240	533311	37.82
09/03/2021	PWBD	38579	SHORT ELLIOTT HENDRICKSON INC	REIMBURSED- EXPENSES	500210	533110	120.00
09/03/2021	PWBD	38581	TAKAKO WILLDEN	CHAIR YOGA FOR AUGUST	500210	555140	68.00
09/03/2021	PWBD	38582	WISCONSIN HUMANE SOCIETY	STRAY PERIOD JULY 2021	500213	522110	267.50
Total for fund 100 GENERAL FUND							295,314.58
Fund: 200 CEMETERY FUND							
08/25/2021	PWBD	0(E)*#	CEDARBURG LIGHT & WATER	LIGHT & WATER TRANSFER-1	500222	544210	14.41
				LIGHT & WATER TRANSFER-1	500222	544210	14.28
				LIGHT & WATER TRANSFER-1	500226	544210	45.92
				LIGHT & WATER TRANSFER-1	500226	544210	118.89
CHECK PWBDD 0(E) TOTAL FOR FUND 200:							193.50
08/27/2021	PWBD	38515	GRAINGER	HOSE CLAMPS, ELBOWS	500230	544210	127.89
				BRASS BALL VALVE	500230	544210	78.10
CHECK PWBDD 38515 TOTAL FOR FUND 200:							205.99
08/27/2021	PWBD	38546	PFAFF SOD & LANDSCAPING INC.	YARDS OF SOD	500230	544210	80.00
08/27/2021	PWBD	38554	SITEONE LANDSCAPE SUPPLY	COMPLEX VALVE BOXES	500230	544210	320.03
09/03/2021	PWBD	38573*#	GRAFTON ACE HARDWARE	STRAW MULCH	500350	544210	14.39
Total for fund 200 CEMETERY FUND							813.91
Fund: 210 ROOM TAX FUND							
08/27/2021	PWBD	38490	CEDARBURG CHAMBER OF COMMERCE	JULY ROOM TAX-GENERAL VISITOR OPERATI	500721	566700	17,065.49

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Fund: 210 ROOM TAX FUND				Total for fund 210 ROOM TAX FUND			17,065.49
Fund: 220 RECREATION PROGRAMS FUND							
08/27/2021	PWBD	38494*#	CHARTER COMMUNICATIONS	SPECTRUM INTERNET	500225	555390	29.91
08/27/2021	PWBD	38495	CHAY'S TAE KWON DO	SUMMER TKD PROGRAM	500290	555390	210.00
08/27/2021	PWBD	38513	FORE BETTER GOLF, INC	JR GOLF CAMP	500290	555390	1,242.00
08/27/2021	PWBD	38523	LAURA WOLLERSHEIM	FLAG FOOTBALL REFUND	467317	000000	45.00
08/27/2021	PWBD	38524	LYNN HAMMEN	REFUND FOR FLAG FOOTBALL	467317	000000	45.00
08/27/2021	PWBD	38526	MAD SCIENCE OF MILWAUKEE	SECRET AGENT CAMP	500290	555390	2,079.00
08/27/2021	PWBD	38528	MASTER PRINTWEAR	DRY BLEND 50/50 T SHIRT	500347	555390	1,128.00
				SHIRTS & SHORTS	500394	555390	1,102.50
				CHECK PWBDD 38528 TOTAL FOR FUND 220:			2,230.50
09/03/2021	PWBD	38576	MAD SCIENCE OF MILWAUKEE	CAMP, DIGGIN UP DINOS & MORE	500290	555390	2,535.00
				Total for fund 220 RECREATION PROGRAMS FUND			8,416.41
Fund: 221 FUEL SYSTEM - WASH BAY							
08/27/2021	PWBD	38484	BOEHLKE BOTTLED GAS CORP.	MISC ITEMS, 6' HOSE	500240	533210	160.00
08/27/2021	PWBD	38516	HERBST OIL, INC.	RBOB 87 UNLEADED 10%	161500	000000	5,146.20
				ULTRA LOW SULFUR #2 DIESEL	161500	000000	5,110.20
				CHECK PWBDD 38516 TOTAL FOR FUND 221:			10,256.40
08/27/2021	PWBD	38519	INTERCLEAN EQUIPMENT INC	SERVICE	500240	533210	290.00
08/27/2021	PWBD	38536	NORTH WOODS	DPW CLEANING SUPPLIES	500240	533210	131.83
08/27/2021	PWBD	38547*#	QUALITY STATE OIL CO.,INC.	ULS DYEC QLTY PD	161500	000000	440.57
08/27/2021	PWBD	38564	WALTS PETROLEUM SERVICE INC	LABOR ONSITE	500240	533210	481.50
				Total for fund 221 FUEL SYSTEM - WASH BAY			11,760.30
Fund: 240 SWIMMING POOL FUND							
08/27/2021	PWBD	38481	BADGER POPCORN & CONCESSION	POPCORN CONCESSIONS	500350	555321	591.20

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Fund: 240 SWIMMING POOL FUND				SNACKS	500350	555321	352.26
				HOT DOGS	500350	555321	38.00
				GEHLS BIB PREMIER	500350	555321	67.85
				CHECK PWBDD 38481 TOTAL FOR FUND 240:			1,049.31
08/27/2021	PWBD	38488	CARRICO AQUATIC RESOURCES, INC	EQUIPMENT POOL	500380	555320	1,960.00
08/27/2021	PWBD	38489	CEDAR CREST	ICE CREAM TREATS	500350	555321	328.32
08/27/2021	PWBD	38494*#	CHARTER COMMUNICATIONS	SPECTRUM INTERNET	500220	555320	134.98
				SPECTRUM INTERNET	500225	555320	37.38
				CHECK PWBDD 38494 TOTAL FOR FUND 240:			172.36
08/27/2021	PWBD	38518	HORIZON COMMERCIAL POOL SUPPLY	POOL SUPPLIES	500380	555320	351.90
08/27/2021	PWBD	38540*#	OLSEN'S PIGGLY WIGGLY	SUPPLIES	500350	555320	62.39
				HOT DOG BUNS	500350	555320	26.44
				POOL CONC-HOT DOG BUNS	500350	555321	13.41
				BUNS/ POOL	500350	555321	19.37
				HEFTY TRASH BAGS	500350	555321	21.03
				POOL FOOD	500350	555321	23.12
				SNACKS	500350	555321	27.81
				BAKERY	500350	555321	17.28
				BAKERY	500350	555321	40.23
				BAKERY	500350	555321	17.28
				SUPPLIES	500350	555321	27.24
				CHECK PWBDD 38540 TOTAL FOR FUND 240:			295.60
09/03/2021	PWBD	38570	CEDAR CREST	ICE CREAM & POPSICLES	500350	555321	328.08
				Total for fund 240 SWIMMING POOL FUND			4,485.57
Fund: 260 LIBRARY FUND							
08/27/2021	PWBD	38477*#	AT&T	PHONE CHARGES	500225	555110	284.67
08/27/2021	PWBD	38478*#	AT&T LONG DISTANCE	LONG DISTANCE CHARGES	500225	555110	0.95
08/27/2021	PWBD	38483	BAKER & TAYLOR BOOKS	LIBRARY PUBLICATIONS	500319	555110	42.34



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Fund: 260 LIBRARY FUND							
08/27/2021	PWBD	38494*#	CHARTER COMMUNICATIONS	SPECTRUM INTERNET	500225	555110	137.96
08/27/2021	PWBD	38496*#	CINTAS CORPORATION	LIBRARY MAINT SUPPLIES, MATS	500290	555110	66.87
08/27/2021	PWBD	38504	DEMCO SOFTWARE	LIBRARY SUPPLIES	500310	555110	81.18
08/27/2021	PWBD	38520	JAMES IMAGING SYSTEMS, INC.	JI EQUIPMENT	500240	555110	300.00
08/27/2021	PWBD	38533*#	NASSCO, INC.	LIBRARY HAND TOWELS	500310	555110	84.50
Total for fund 260 LIBRARY FUND							998.47
Fund: 300 DEBT SERVICE FUND							
09/01/2021	PWBD	7(E)*#	DEPOSITORY TRUST & CLEARING CO	DTC DEBT INT PYMNT ACH PWSB 9/1/21	500620	581521	14,600.00
				DTC DEBT INT PYMNT ACH PWSB 9/1/21	500620	581530	78,718.75
				DTC DEBT INT PYMNT ACH PWSB 9/1/21	500620	581565	19,237.50
				DTC DEBT INT PYMNT ACH PWSB 9/1/21	500620	581575	13,425.00
CHECK PWBDD 7(E) TOTAL FOR FUND 300:							125,981.25
Total for fund 300 DEBT SERVICE FUND							125,981.25
Fund: 350 TIF DISTRICT FUND #4							
08/27/2021	PWBD	38539	OLIVER FIONTAR LLC	AMCAST CLEANUP	500227	566710	131.03
				AMCAST CLEAN UP LABOR	500227	566710	29,747.50
CHECK PWBDD 38539 TOTAL FOR FUND 350:							29,878.53
Total for fund 350 TIF DISTRICT FUND #4							29,878.53
Fund: 353 TIF DISTRICT #6							
08/27/2021	PWBD	38501	CONCORD GROUP	HWY 60 BUSINESS PARK DESIGN AND CONST	500210	566710	4,890.00
08/27/2021	PWBD	38568	WONDRA CONSTRUCTION INC	CEDARBURG BUSINESS PARK	500451	566710	15,809.64
				CEDARBURG BUSINESS PARK- PHASE 3 ROAD	500452	566710	23,837.05
				CEDARBURG BUSINESS PARK	500453	566710	32,124.23
				CEDARBURG BUSINESS PARK- PHASE 3 ROAD	500453	566710	211,369.80
				CEDARBURG BUSINESS PARK	500459	566710	227,480.44
				CEDARBURG BUSINESS PARK	500460	566710	857.38
				CEDARBURG BUSINESS PARK- PHASE 3 ROAD	500460	566710	16,910.56

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Fund: 353 TIF DISTRICT #6				CHECK PWBDD 38568 TOTAL FOR FUND 353:			528,389.10
				Total for fund 353 TIF DISTRICT #6			533,279.10
Fund: 400 CAPITAL IMPROVEMENTS FUND							
08/27/2021	PWBD	38563	VANTAGE FINANCIAL	RENT GRAPPLE SAW	500610	555510	3,192.31
				RENT GRAPPLE SAW	500620	555510	415.69
				CHECK PWBDD 38563 TOTAL FOR FUND 400:			3,608.00
09/03/2021	PWBD	38572	GENERAL COMMUNICATIONS, INC.	INSTALL EQUIPMENT IN NEW PD SQUAD #4	500811	522120	11,419.99
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			15,027.99
Fund: 601 WATER RECYCLING CENTER							
08/27/2021	PWBD	38474	ADAPTOR INC.	QUICK MIX	500340	573840	1,120.00
08/27/2021	PWBD	38477*#	AT&T	PHONE CHARGES	500225	573825	104.16
08/27/2021	PWBD	38482	BADGER STATE WASTE, LLC	TRUCKING & DISPOSAL	500294	573825	20,197.50
08/27/2021	PWBD	38492*#	CEDARBURG LIGHT & WATER	MONTHLY SEWER BILLING	500216	573850	10,930.20
08/27/2021	PWBD	38494*#	CHARTER COMMUNICATIONS	SPECTRUM INTERNET	500225	573825	59.81
				SPECTRUM INTERNET	500225	573825	134.95
				CHECK PWBDD 38494 TOTAL FOR FUND 601:			194.76
08/27/2021	PWBD	38497	CINTAS CORPORATION	WRC FIRST AID SUPPLIES	500372	573825	53.99
08/27/2021	PWBD	38507	DUKE'S ROOT CONTROL, INC.	ROOT CONTROL	500360	573835	6,374.66
08/27/2021	PWBD	38521	L W ALLEN LLC	GARFIELD LIFT STATION PUMPS 2&3	500340	573840	16,403.24
08/27/2021	PWBD	38530	MID-AMERICAN RESEARCH CHEMICAL	CLEANERS	500340	573830	448.00
08/27/2021	PWBD	38543	OZAUKEE DISPOSAL CORPORATION	2 YARD DUMPSTER	500297	573830	1,525.00
08/27/2021	PWBD	38544	PACE ANALYTICAL SERVICES, LLC	WRC NITROGEN	500370	573825	35.00
08/27/2021	PWBD	38549	RUEKERT-MIELKE, INC.	SCADA SERVICE WORK	500312	573825	1,136.48
08/27/2021	PWBD	38558	SYMBIONT	PROFESSIONAL SERVICES	185334	000000	1,400.00

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Fund: 601 WATER RECYCLING CENTER							
08/27/2021	PWBD	38561*#	U.S. CELLULAR	MONTHLY SERVICE BILL	500225	573825	25.88
				MONTHLY SERVICE BILL	500225	573825	39.88
				MONTHLY SERVICE BILL	500225	573825	10.88
				MONTHLY SERVICE BILL	500225	573825	38.88
				MONTHLY SERVICE BILL	500225	573825	38.78
				CHECK PWBDD 38561 TOTAL FOR FUND 601:			154.30
08/27/2021	PWBD	38562*#	UNIFIRST CORPORATION	SHIRTS	500372	573825	79.53
				UNIFORMS	500372	573825	78.35
				SHIRTS & PANTS	500372	573825	78.35
				MAT 3X5 BAGGED WIPERS	500342	573830	73.50
				CHECK PWBDD 38562 TOTAL FOR FUND 601:			309.73
09/01/2021	PWBD	7(E)*#	DEPOSITORY TRUST & CLEARING CO	DTC DEBT INT PYMNT ACH PWSB 9/1/21	500620	573860	9,062.50
				Total for fund 601 WATER RECYCLING CENTER			69,449.52
Fund: 700 RISK MANAGEMENT FUND							
08/27/2021	PWBD	38566	WEST BEND MUTUAL INSURANCE	ALSTEEN AUTO DAMAGE SETTLEMENT	500525	519400	4,055.60
09/03/2021	PWBD	38580	STAFFORD ROSENBAUM LLP	JULY 2021 LEGAL FEES-SHELLY BUCK CLAI	500546	519400	2,873.28
				Total for fund 700 RISK MANAGEMENT FUND			6,928.88
			TOTAL - ALL FUNDS				1,119,400.00

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



City of Cedarburg

# City Administrator's Report

September 7, 2021

## Department News

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

**Building Inspection** — The process has begun to replace the old boiler. The City is in the process of hiring a full time custodian and will be split between City Hall and the Police Department—(4) hours at each location.

**Clerk** — The Clerk's office is awaiting the County's finalization of redistricting. The Council will have a chance to approve the new Ward maps at the September 27th meeting. Research has begun for possibly digitizing city records.

**Engineering**— Evergreen Blvd street project is complete. Highway 60 paving will begin soon and major traffic delays should be expected. Asphalt repair project on Washington Avenue from Center Street to Hamilton Road will begin on September 21.

**Parks, Recreation & Forestry**— 2021-2022 Fall/Winter/Spring activity guide is available and registration has begun.

**Police Department**— The Police and Fire Commission will be meeting on Thursday, September 9 to possibly make a selection for the next Police Chief and create an eligibility list for entry level officers.

**Public Works**— Brush pick-up will start soon along with setting up for Wine & Harvest Festival. The department is preparing for winter and will begin crack sealing. The paint shortage has delayed completion of the painting project.

**Senior Center**— A new assistant was hired and begins this week.

**Light & Water**— The contract painter is in town and will be applying the logo to the water tower which should be online by the end of October.

**Treasurer**— New accounting software has been transitioned. Any issues should be brought to Christy's attention.

**Water Recycling Center**— The Zarling's have moved off the property on Pioneer Road, however, there is much cleanup to be done including razing the house located on that property and cutting utilities from WE Energies. By the end of September, the department will be submitting the application for the next (5) year DNR discharge permit. The majority of catch basins and sewers have been cleaned throughout the City.

**Administrator**— Reminder that budget meetings begin next week and continue to submit requests for ARP funds.

Respectfully submitted,

Mikko Hilvo  
City Administrator

## 2021 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Single Family	2	3	3	5	2	1		2					18
Duplex				2		2		2					6
Assessory Building			1	6	2	3	1	4					17
Addition/Alteration	34	15	26	28	20	33	17	12					185
Commerical New Constructio			1										1
Commercial Additions/Alterati			1			2							3
Pools			1										1
Razing			1	1									2
Heat/Vent	19	19	28	38	24	31	31	27					217
Signs	1		3		6	2	3						15
Plumbing	39	27	43	38	41	38	30	31					287
Electrical	28	27	42	44	39	38	37	37					292
Occupancy	7	4	6	8	7	5	4	4					45
TOTAL VALUE TO CITY	1,535,250	2,278,091	4,009,238	3,457,364	1,497,787	1,918,081	688,232	2,549,877					17,933,920
INSPECTIONS													
JOE JACOBS	3	3	1	4	5	8	7	2					33
MICHAEL BAIER	173	197	220	193	236	174	149	165					1507
ROGER KISON							33						33