

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY DECEMBER 12, 2022 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, December 12, 2022 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. The meeting may be accessed by clicking the following link:

AGENDA

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Michael O'Keefe, Council Members Melissa Bitter, Jack Arnett, Rick Verhaalen, Robert Simpson, Kristen Burkart, Patricia Thome, Mark Mueller
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. NEW BUSINESS
 - A. Oaths of Office – Deputy Fire Chief Joseph Hintz, Firefighter/AEMT Jason Peterson, and Firefighter/AEMT Ethan LeGault
 - B. Discussion and possible action on Paramedic Intercept Agreement with Southern Ozaukee Fire Department*
 - C. Discussion and possible action on 2023 Emergency Medical Services Fee schedule*
 - D. Discussion and possible action on Ordinance 2022-27 repealing and recreating Chapter 2 Fire Prevention and Protection Code of Title 5 Public Safety Code*
 - E. Discussion and possible action on award of contract to R.A. Smith for TID #7 construction related services associated with the Hanover Avenue Street and Utility Extension*

- F. Discussion and possible action on Ordinance No. 2022-28 amending Sec. 3-6-3 to 3-6-7 of the Municipal Code adjusting impact fees for library facilities, police department facilities, water supply facilities, park facilities, and wastewater treatment plant; Ordinance No. 2022-29 amending Sec. 14-1-84 adjusting the fees in lieu of parkland and amending Sec. 14-1-1(g) adjusting the public site fees; and Ordinance No. 2022-30 amending Sec. 9-2-6(c) adjusting the sanitary sewer connection fee based on the Construction Cost Index published in the Engineering News Record and calculated based on the annual increase in the CCI indices*
- G. Discussion and possible action on approval of up to four (4) Food Trucks parked in front of the Community Gym for the Winter Festival on February 18, 2023 from 12:30 p.m. - 8:30 p.m.
- H. Discussion and possible action on the Third-Party Custodian Agreement with The Bank of New York Mellon succeeding the Bank of America as the custodian for the collateral securing the City's deposits with BMO Harris Bank*

8. CONSENT AGENDA

- A. Discussion and possible action on approval of November 28, 2022 Council Meeting Minutes*
- B. Discussion and possible action on approval of new 2022-2023 operator license for the period ending June 30, 2023 for Harrison D. Ellenbecker and Aricka A. Knox ***
- C. Discussion and possible action on payment of bills dated 11/23/2022 through 12/02/2022, transfers dated 11/19/2022 through 12/06/2022, and payroll for period 11/13/2022 through 11/26/2022*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*
- B. City Clerk's Election Audit Report*
- C. Building Inspection Report*
- D. Grota Appraisals – 2022 a Year in Review*

10. COMMUNICATIONS

- A. Comments and suggestions from citizens**
- B. Comments and announcements by Council Members
- C. Mayor's Report
 - a. Proclamation for Tracy Tenpenny

11. ADJOURN TO CLOSED SESSION

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

- A. Approval of Closed Session minutes from November 14, 2022
- B. Discussion/update on the concept of a new shared services agreement for Fire/EMS services with the Town of Cedarburg
- C. Discussion on Police Union Contract

12. RECONVENE TO OPEN SESSION

- A. Discussion and possible action on Police Union Contract

13. ADJOURNMENT

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

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

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

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

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

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

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 7.B.

TITLE: Discussion and possible action on Paramedic Intercept Services Agreement Southern Ozaukee Fire Department

ISSUE SUMMARY: The Cedarburg Fire Department has had a Paramedic Intercept Agreement with the Thiensville Fire Department for over the past twenty years. The Thiensville and Mequon Fire Departments have consolidated and formed a new department, the Southern Ozaukee Fire and Emergency Medical Services Department (SOFD). This new department will go into effect on 01/01/23 at 12:00am. SOFD has agreed to provide Cedarburg Fire Department with Paramedic Intercept Service under the attached contract. Because the Thiensville Fire Department will no longer exist, a new contract was needed to continue to provide uninterrupted service to our department.

STAFF RECOMMENDATION: The Cedarburg Fire Department is recommending approval of the new contract with SOFD.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: There will be no noticeable budgetary impact.

ATTACHMENTS: Paramedic Intercept Services Agreement from SOFD.

INITIATED/REQUESTED BY: Chief Jeff Vahsholtz

FOR MORE INFORMATION CONTACT: Chief Jeff Vahsholtz

PARAMEDIC INTERCEPT SERVICES AGREEMENT

This Advanced Life Support Paramedic Intercept Agreement (“Agreement”) between the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) and the Cedarburg Fire Department (“CFD”) is effective January 1, 2023.

WHEREAS, SOFD employs trained and licensed paramedics, owns advanced life support equipment, including a vehicle, and is authorized to provide Advanced Life Support (“ALS”) intercept services; and

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin municipalities to enter into agreements for the purposes of providing services; and

WHEREAS, Wis. Admin. Code § DHS 110.34(10) authorizes and requires an emergency medical services provider to maintain written mutual aid and coverage agreements with ambulance service providers operating within or adjacent to the provider’s primary service area;

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, SOFD and CFD agree as follows:

1. SOFD shall provide CFD with ALS intercept service when CFD requests such service and SOFD is available to provide such service. When such response is requested and provided, the billing procedures outlined within this Agreement will be followed.

2. When SOFD provides ALS service and transports the patient, SOFD will be responsible for the billing and collection associated with its service.

3. When SOFD provides ALS service, attends to the patient during transport and CFD transports the patient in its vehicle:

a. CFD will be responsible for the billing and collection associated with the ALS service provided by SOFD as required by Centers for Medicare & Medicaid Services (“CMS”) regulations for all patients that are insured by any Medicare or Medicaid products.

i. The parties shall be jointly and severally liable to CMS for any Medicare overpayment related to claims submitted pursuant to this Agreement;

ii. Additionally, SOFD shall have reasonable access to claims submitted to CMS for services provided by CFD.

iii. CFD agrees to pay SOFD a flat fee of \$200.00 of the funds collected from any Medicare and/or Medicaid product and any secondary billings regarding ALS transports. Payments shall be made within a thirty days of CFD’s recovery.

b. CFD will bill the patient independently and be responsible for their billings for any patient not insured by any Medicare or Medicaid products; with any revenues from such calls being retained independently.

i. Billing is based on approved respective EMS fee schedules. SOFD agrees to bill patients treated on behalf of CFD at the applicable 'resident' rate regarding paramedic intercept incidents occurring within CFD's primary service area.

ii. CFD agrees to pay SOFD a flat fee of \$200.00 of the funds collected from any patient not insured by any Medicare and/or Medicaid product and any secondary billings regarding ALS transports. Payments shall be made within a thirty days of CFD's recovery.

c. SOFD's Medicare provider number shall only be used when CFD is involved in a transport.

d. CFD accepts responsibility and shall defend and hold harmless SOFD to accurately track reimbursements for ALS intercepts in which CFD provides transport and shall adhere to the guidelines set forth in this Agreement.

4. When SOFD provides ALS service on-scene within CFD's primary service area but the patient is not transported by either party, CFD will bill the patient independently and be wholly responsible for their billing process, including the independent retention of revenue from such incidents. In such circumstances, CFD shall pay to SOFD a flat fee of \$100.00 for the on-scene ALS evaluation of care of a patient, regardless of the patient's insurance provider and or status.

5. As SOFD is the primary paramedic service provider for the primary service area covered by CFD, SOFD is entitled to records and/or data retained by CFD relating to incidents and/or patient care for the sole purpose of quality assurance, quality improvement, or training of either SOFD or CFD medical practitioners.

6. SOFD and CFD shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to this Agreement and the services provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto. This paragraph shall survive the termination of this Agreement.

7. The initial term of this Agreement shall be one year, commencing as of the effective date. Thereafter, this Agreement shall automatically renew for one year periods unless terminated as set forth below.

a. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

b. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach.

c. This Agreement may be terminated upon notice by either party upon the occurrence of any of the following to the other party:

i. Loss of its license or Medicare or Medicaid certification

ii. The filings of a voluntary petition bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.

8. It is not the intent of either party to this Agreement that any remuneration, benefit, or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in the Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

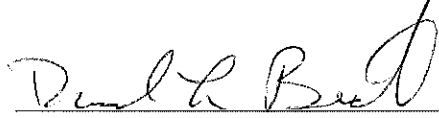
9. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

10. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

11. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers. Negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as set forth herein. Any modification of or amendments to this agreement must be in writing and executed by both parties.

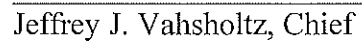
12. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity.

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

A handwritten signature in black ink, appearing to read "David L. Bialk", written over a horizontal line.

David L. Bialk, Chief

CEDARBURG FIRE DEPARTMENT

A handwritten signature in black ink, appearing to read "Jeffrey J. Vahsholtz", written over a horizontal line.

Jeffrey J. Vahsholtz, Chief

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 7.C.

TITLE: Discussion and possible action on 2023 Emergency Medical Services Fee Schedule

ISSUE SUMMARY: The Cedarburg Fire Department rescue squad budget is self-supporting based on user fees. No tax funds have been used to support this service. Every year we meet with our rep from our billing company to establish our fees for the coming year. These fees have then been adopted by CFD. As we continue to work on forming an alliance with the Southern Ozaukee Fire Department (SOFD), we have matched our fee schedule with them to make billing easier between the two departments. With CFD integrating with the City, we understand that this fee schedule needs to be adopted by the Common Council. Therefore, we are presenting it for your review and approval.

These fees are based on comparable fees for other departments about our size

STAFF RECOMMENDATION: The Cedarburg Fire Department recommends adoption of the Emergency Medical Services Fee Schedule.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: This change in the fee schedule will continue to keep the rescue budget self-supporting.

ATTACHMENTS: Cedarburg Fire Department 2023 proposed Emergency Medical Services Fee Schedule.

INITIATED/REQUESTED BY: Chief Jeff Vahsholtz

FOR MORE INFORMATION CONTACT: Chief Jeff Vahsholtz



Cedarburg Fire Department

W61 N631 Mequon Ave • PO Box 327 • Cedarburg, WI 53012
Station – (262)375-7630 • Fax – (262)375-9203

Cedarburg Fire Department 2023 Proposed Emergency Medical Services Fee Schedule

Description	Amount
Basic Life Support (Resident)	\$1,000.00
Basic Life Support (Non-Resident)	\$1,200.00
Advanced Life Support (Resident)	\$1,300.00
Advanced Life Support (Non-Resident)	\$1,400.00
Advanced Life Support 2 (Resident)	\$1,600.00
Advanced Life Support 2 (Non-Resident)	\$1,750.00
Basic Life Support On Scene Care (Resident)	\$325.00
Basic Life Support On Scene Care (Non-Resident)	\$350.00
Advanced Life Support On Scene Care (Resident)	\$600.00
Advanced Life Support On Scene Care (Non-Resident)	\$700.00
Mileage (Resident)	\$23.00
Mileage (Non-Resident)	\$24.00

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 7.D.

TITLE: Discussion and possible action on Ordinance 2022-27 repealing and recreating Chapter 2 Fire Prevention and Protection Code of Title 5 Public Safety Code

ISSUE SUMMARY: Cedarburg Fire Department proposes minor changes to the fire code. The biggest change is going from two inspections per year to one. The DSPS chapter 314 allows for this change, but a change in the City ordinance needs to be made. The Village of Grafton, Village of Thiensville and City of Mequon have all made the change to one inspection per year. There are two main reasons for this request:

- The City's fire/EMS call volume is increasing making it harder for inspectors to get two inspections completed in one year.
- When violations are found, it is hard to get back in a timely manner for a re-inspection. This will allow inspectors to return for a re-inspection in a timely manner and work with the business to correct the violation and remove the hazard.

STAFF RECOMMENDATION: The Cedarburg Fire Department is recommending the changes to the code. The City Attorney also reviewed all of the changes requested and has approved them.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: There is no budgetary impact.

ATTACHMENTS: Fire code with recommended changes.

INITIATED/REQUESTED BY: Chief Jeff Vahsholtz

FOR MORE INFORMATION CONTACT: Chief Jeff Vahsholtz

CHAPTER 2
CITY OF CEDARBURG
FIRE PREVENTION AND PROTECTION CODE

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ARTICLE A

General Provisions; Adoption of Codes

SEC. 5-2-1 FIRE PREVENTION CODE: GENERAL REQUIREMENTS.

Title. This Chapter shall be known as the City of Cedarburg Fire Prevention Code. This Code adopts NFPA 1 - Fire Prevention Code of the National Fire Protection Association, as the same may from time to time be amended, and its incorporated standards and codes as published in the National Fire Codes of the National Fire Protection Association, the State of Wisconsin Department of Safety and Professional Services and listed in Appendix A of the NFPA Fire Prevention Code, except those portions which are amended by Section 5-2-8 of this Chapter (collectively the Cedarburg Fire Prevention Code and those sections of NFPA 1 – Fire Prevention Code, as adopted herein, shall be identified as the “Code”). At least one (1) current copy of NFPA 1 - Fire Code of the National Fire Protection Association, and the provisions of the National Fire Codes shall be filed in the Office of the Fire Prevention Bureau.

Commented [MH1]: I added this for purposes of showing the potential Code violations that you will be enforcing in 5-2-4(c)(1), below.

SEC. 5-2-2 SCOPE.

The provisions of this Fire Prevention Code shall apply equally to both public and private property and shall apply to all locations, except as otherwise specified. This Chapter shall be deemed an exercise of the police powers of the City for the preservation and protection of public health, peace, safety and welfare and all provisions of this Fire Prevention Code shall be liberally construed for that purpose.

SEC. 5-2-3 ENFORCEMENT OFFICIALS.

- (a) The Fire Chief shall be responsible for the enforcement of the Fire Prevention Code. The Fire Chief may appoint inspectors or delegate authority to other Department members from time to time as necessary.
- (b) It shall be the duty of the Fire Chief or his designee to enforce all laws and ordinances of the Fire Code for the City of Cedarburg to include the following:
 - (1) The prevention of fires;
 - (2) The storage, sale and use of combustible, flammable or explosive materials;
 - (3) The installation and maintenance of automatic suppression, fire alarm and other fire protection equipment;
 - (4) The means and adequacy of exits in case of fire from factories, schools, hotels, lodging houses, multiple-family dwellings, hospital, churches, halls, theaters, amphitheaters and all other places in which persons work, live, or congregate, from time to time, for any purpose;
 - (5) The investigation of the origin, cause and circumstances of fires;
 - (6) The maintenance of fire cause and loss records.

SEC. 5-2-4 INSPECTIONS.

- (a) The Fire Chief or his designee shall have authority to inspect all premises on a periodic basis, **at least once per year**, and shall enforce the applicable laws and ordinances.

- (b) The Chief of the Fire Department, or any subordinate designated by him, may, at all reasonable hours, enter any building or premises within his jurisdiction for the purpose of

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making any inspection, or investigation which, under the provisions of this code, he or they may deem necessary to be made. Private dwellings shall not be entered without the consent or permission of an adult occupant.

- (c) (1) Whenever any inspector finds in any location a violation of the Code, including, but not limited to, combustible or explosive matter, dangerous accumulations of rubbish, flammable material, obstructed means of exit, or obstructions liable to interfere with the operations of the Fire Department in case of fire, the inspector shall order the remedy of any of these conditions. This order shall be complied with by the owner or occupants of such location.
- (2) The service of any such order may be made upon the occupant of premises to whom it is directed, either by delivering a copy of same to such occupant personally, sending the order via email or other electronic correspondence, or leaving it with any person in charge of the premises or, in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the said person a copy of the said order or, if such owner is absent from jurisdiction of the officer making the order, by mailing such copy by certified mail to the owner's last known post office address. In lieu of the aforementioned routes of delivery of such orders, electronic mailing (e-mail) is also acceptable.
- (d) Before permits may be issued under this Chapter, the Fire Chief or his designee shall inspect and approve all locations, equipment and fixtures for such uses.
- (e) The Fire Chief or his designee shall keep a record of all inspections with all facts concerning the same.
- (f) Fire Inspection Fees.
- (1) An annual Fire Prevention Inspection Fee shall be charged to the property owner for the required inspection of each building, structure and premises in the city. The fee will be charged to the building owner based on the square footage of the entire building in question, not based on individual occupancy grouped in each structure. The fee for the required semi-annual fire inspection shall be as follows:

<u>Square feet</u>	<u>Fee per year</u>
Under 1,000 square feet	\$15 per year
1,001-5,000 square feet	\$25 per year
5,001-10,000 square feet	\$50 per year
10,001-20,000 square feet	\$75 per year
20,001-30,000 square feet	\$125 per year
30,001-40,000 square feet	\$150 per year
40,001-50,000 square feet	\$175 per year
50,001-75,000 square feet	\$250 per year
75,001-100,000 square feet	\$350 per year
Over 100,000 square feet	\$500 per year

- (2) Buildings with no inspectable common areas, but are still required to be inspected, shall be charged a fee of \$15 per year in lieu of the amount determined by the square footage.

Commented [MH2]: I included email with the general orders above, but excluded it here, which only applies when it is necessary to serve the order on the owner.

Commented [MH3]: I prefer this existing language in the Code, as it only alters the notice method if the owner is absent from the jurisdiction of the Fire Department. Otherwise, I prefer personal service if possible.

Commented [MH4]: Let's discuss this language. I need to understand how it works in conjunction with section 1 above it.

Commented [MH5R4]: Per our discussion, this is OK

- (3) All City-owned municipal buildings shall be exempt from this fire prevention inspection fee.
- (4) Fire prevention inspection fees shall constitute a special charge against the property under §66.60(16), Wis. Stats., and shall be invoiced to property owners in July of each year. Any fees remaining unpaid as of November 1 of each year shall be placed on the annual tax roll for collection as a special charge together with an administrative charge of \$15 per parcel. All proceedings related to the collection of real estate taxes shall apply.

SEC. 5-2-5 PLAN REVIEWS AND APPROVALS

- (a) Plan Review Requirements. For any building construction or alterations, ~~one (1) copy~~ two (2) copies of complete plans and specifications, including site plans, shall be submitted to the Cedarburg Fire Department for review and approval. Plans will be conditionally approved and stamped, indicating the person reviewing the plans with the approval date. ~~One set of approved stamped plans will be available for return and one set will be retained by the Cedarburg Fire Department pursuant to its document retention policy for a period that is determined to be necessary.~~
- (1) The Cedarburg ~~Building Inspection Planning~~ Department will submit plans and sign off sheets to the Cedarburg Fire Department; upon conditional approval of the sign off sheet ~~will be returned to the Building Inspection Planning Department and plan set is retained by the Cedarburg Fire Department pursuant to its document retention policy for a period that is determined to be necessary.~~
- (b) No automatic sprinkler, smoke/heat detection, alarm system or other fire protection equipment required by this Chapter or other provisions of applicable local or State codes shall be installed, altered, or relocated until plans have been reviewed and approved by the Cedarburg Fire Department. Cedarburg Fire Department requires at least two (2) sets of state approved plans and specifications to be submitted for review.
 - (1) Plans. Plans shall contain all required equipment locations, floor plan, key vault location, sprinkler riser diagram, and complete electric schematic.
 - (2) Calculations. Calculations for all required equipment and sprinkler piping is needed. Also required is the method of calculation for flows, pipe sizing, area of coverage, equipment capabilities, and placement. These calculations shall be signed and sealed by the engineer, designer, or plumber responsible for the plans and calculations.
 - (3) The Fire Chief may require further information or calculations as necessary for approval.

SEC. 5-2-6 INVESTIGATION OF FIRE INCIDENTS

- (a) The Fire Chief or his designee shall immediately investigate, or cause to be investigated, the origin, cause and circumstances of every fire incident occurring in the City of Cedarburg.
- (b) When the Fire Department has not responded or been summoned to a fire incident, the fire incident shall be reported by the property owner in writing to the Fire Chief or his designee within twenty-four (24) hours of its occurrence. Such written report shall be submitted as prescribed by the Fire Chief or his designee and shall contain a statement of all facts relating to the origin, cause and circumstances of such fire incident, the extent of damage and such

other information as may be required by the Fire Chief or his designee.

- (c) The Fire Chief or his designee shall keep a record of all fires with all facts concerning the same.

SEC. 5-2-7 CODES ADOPTED

- (a) **National Codes Adopted.** The appendices of the NFPA 1 - Fire Prevention Code of National Fire Protection Association, as the same may be from time to time amended, are hereby included as a part of the City of Cedarburg Fire Prevention Code except those portions which are deleted, modified or amended by this Chapter. The same are hereby adopted and incorporated as fully as if set out in length. Each of the following codes and standards published by the National Fire Protection Association are adopted in their entirety as a supplement and addition to the text of this Fire Prevention Code:

(1) The edition of each of the following codes to be enforced shall be determined by those adopted by the State of Wisconsin.

<u>CODE</u>	<u>STANDARD GENERAL SUBJECT</u>
NFPA 1	Fire Code
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 13D	Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
NFPA 13R	Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies
NFPA 14	Standard for the Installation of Standpipes and Hose Systems
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22	Standard for Water Tanks for Private Fire Protection
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances
NFPA 25	Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages
NFPA 33	Standard for Spray Application Using Flammable or Combustible Materials
NFPA 54	National Fuel Gas Code
NFPA 58	Liquefied Petroleum Gas Code
NFPA 70	National Electrical Code
NFPA 72	National Fire Alarm and Signaling Code
NFPA 80	Standard for Fire Doors and Other Opening Devices

- (b) **State Codes Adopted.**

- (1) The current issues of the following orders and codes of the Wisconsin Administrative Code, Rules of the Department of Safety and Professional Services, are hereby adopted by reference and made part of the City of Cedarburg Fire Prevention Code:
- a. Chapter SPS 307 – Explosives and Fireworks

- b. Chapter SPS 314 – Fire Prevention
 - c. Chapter SPS 316 – Electrical
 - d. Chapter SPS 328 – Smoke Detectors and Carbon Monoxide Detectors
 - e. Chapter SPS 340 – Gas Systems
 - f. Chapter SPS 361-366 – Commercial Building Code
 - g. Chapter SPS 375-379 – Buildings Constructed Prior to 1914
 - h. Chapter SPS 381-382 – Plumbing
- (2) Whenever the provisions of the aforementioned codes conflict, the stricter interpretation shall apply.
- (3) Copies of each of said codes shall be maintained on file in the office of the Fire Prevention Bureau of the Fire Department of the City of Cedarburg and shall remain so filed and be, at all reasonable times, open to inspection by any interested person.

SEC. 5-2-8 RESERVED FOR FUTURE USE

SEC. 5-2-9 ENFORCEMENT AND PENALTIES

It shall be unlawful for any person to violate the requirements set forth in this Chapter. Any person in violation of this Chapter are subject to the penalties as outlined in Section 1-1-7 and Section 1-2-1 of the Municipal Code.

SEC. 5-2-10 APPEALS

- (a) The Board of Appeals of the City of Cedarburg is authorized to hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination concerning the Fire Prevention Code and its enforcement as set forth in subsection (c).
- (b) Alleged violations of and issues pertaining to the State Building and Fire Code SPS 314 and 361-366 shall be appealed to the State of Wisconsin Building and Safety Division.
- (c) The following decisions of the Fire Chief, his designee or the Fire Prevention Bureau may be appealed to the Board of Appeals:
- (1) The rejection of an application for any required permit, certificate of approval.
 - (2) The revocation of ~~an~~ a permit or certificate previously issued.
 - (3) Conditions for approval of plans for construction or for the issuance of an occupancy permit.
 - (4) Any lawful order from the Fire Inspector

ARTICLE B

Automatic Fire Sprinkler Systems

SEC. 5-2-11 SCOPE

The provisions set forth in this Article shall apply to all sprinkler systems, new and existing, within the City of Cedarburg. These requirements are in addition to the State and NFPA standards. The intent of this section is to provide a means for the automatic extinguishment of fires in buildings or parts of buildings which because of their size, construction or occupancy or lack of suitable protective equipment constitute a special fire hazard to life or property and an excessive burden upon the fire extinguishing facilities of the Fire Department.

SEC. 5-2-12 GENERAL REQUIREMENTS

Automatic sprinkler systems shall be installed and maintained in operable condition set forth in this Article. The State Building Code SPS 361-366 shall apply to all new buildings and existing buildings within the City of Cedarburg as it pertains to automatic fire sprinkler systems.

- (a) **Installation.** The installation of any automatic fire sprinkler systems shall be completed in accordance with NFPA 13, 13R or 13D, as the same may be amended from time to time, and SPS 362.0903.
- (b) **Maintenance and Testing.** All sprinkler systems shall be maintained and tested in accordance with NFPA 25.
 - (1) Annual Periodic Test Requirements/Inspection. A licensed sprinkler technician shall test and inspect the automatic sprinkler system ~~at least annually~~ in accordance with NFPA 13, 13R or 13D where applicable. A copy of the inspection report shall be forwarded to the office of the Fire Prevention Bureau ~~to be kept on file~~. A copy of the most recent inspection report or record of inspection shall also be kept on site at the riser to be easily accessible by the inspector.

When existing sprinkler systems are to be tested or are temporarily taken out of service for repairs, the contractor or owner shall notify the Cedarburg Fire Department Inspection Bureau, Fire Department Dispatch Office and the Central Dispatch Monitoring Service prior to the sprinkler being taken out of service.

- (2) New Test Requirements. All new sprinkler systems shall be tested and inspected prior to the building being occupied. A formal inspection by the Fire Department shall be conducted prior to placing the system in service. Testing and inspection shall conform to the requirements below:
 - a. The sprinkler system shall have a hydrostatic test performed in the presence of a Fire Department inspector.
 - b. The sprinkler system shall be tested by flows of the main drain and inspector's test valve. The acceptance test shall be conducted by the installer in the presence of a Fire Department inspector.
 - c. The installer shall provide 48 hours advanced notice to the Fire Department prior to any test being conducted. Work shall not be covered if concealed prior to the required inspection.
- (3) **Inspections.** The Fire Department shall be given 48 hours advanced notice for all sprinkler system installation inspections.

Commented [MH6]: I don't know what a "riser" is.

Commented [MH7R6]: Per our discussion, this is OK

SEC. 5-2-13 FIRE DEPARTMENT ACCESS

Buildings equipped with an automatic fire sprinkler system shall be provided with a standard key vault of a type approved by the Fire Department as further outlined in Section 5-2-77 of this ordinance. Building owners shall provide keys for the vault for all areas of the building, with the exception of security vaults

SEC 5-2-14 THROUGH SEC 5-2-29 RESERVED FOR FUTURE USE

ARTICLE C

Standpipe and Hose Systems

SEC. 5-2-30 SCOPE

Standpipe and hose systems shall be installed and maintained in operable condition in all occupancies and locations set forth in this Chapter.

SEC. 5-2-31 GENERAL REQUIREMENTS

- (a) Standpipe and hose systems shall be installed in accordance with NFPA 14 - Standards for Installation of Standpipe and Hose Systems.
- (b) **Maintenance and Testing.** All standpipe and hose systems shall be maintained in accordance with NFPA 25.
 - (1) Annual Test Requirements/Inspections. A licensed sprinkler technician shall test and inspect the standpipe and hose system at least annually. A copy of the inspection report shall be forwarded to the Office of the Fire Prevention Bureau **to be kept on file**. Existing standpipe and hose systems that are under test or are taken out of service for repairs shall have the sprinkler tester/installer notify the Fire Department prior to the standpipe or hose system being temporarily taken out of service.
 - (2) New Standpipe and Hose System Test Requirements. All new standpipe and hose systems shall be tested and inspected prior to the building being occupied. Testing and inspection shall conform to the requirements below:
 - a. The standpipe and hose system shall have a hydrostatic test performed in the presence of a Fire Department inspector.
 - b. The standpipe and hose system shall be tested in accordance with NFPA 14. The acceptance test shall be conducted by the installer in the presence of a Fire Department inspector.
 - c. The installer shall provide 48 hours advanced notice to the Fire Department prior to any test being conducted. Work shall not be covered or concealed prior to the required inspection.
 - d. A final inspection by the Fire Department shall be conducted prior to placing the system in service.

SEC. 5-2-32 THROUGH 5-2-39 RESERVED FOR FUTURE USE

ARTICLE D

Automatic Fire Detection and Alarm Systems

SEC. 5-2-40 SCOPE

To provide early warning in the event of fire, automatic fire detection systems shall be installed and maintained in operable condition in all occupancies and locations within the City of Cedarburg as set forth in this Article. These requirements are in addition to the minimum standards of the adopted Wisconsin State Building Codes and NFPA standards for their proper installation and use.

SEC. 5-2-41 RESIDENTIAL OCCUPANCIES

Smoke detectors shall be UL listed for residential applications and be installed in accordance with NFPA 72. Installation practices shall conform to all local and State of Wisconsin codes and to the National Electrical Code.

- (a) All new and existing one and two family dwelling units shall have smoke detectors installed per SPS 321.09 and in accordance with the manufacturer's recommendations and specifications.
- (b) In new multi-family residential construction, smoke detectors shall be AC powered from a non-switched circuit, or from a battery operated source continuously charged from a non-switched AC circuit. A non-switched circuit is one which has no intervening switches between the circuit breaker panel or fuse box and the smoke detector.
- (c) Prior to a certificate of compliance being issued by the office of the Building Inspector, an inspection must be completed of the installation of a smoke detector in accordance with this Section. The Building Inspector or his designee shall assist the Fire Prevention Bureau in obtaining compliance in all one and two family dwellings.

SEC. 5-2-42 GENERAL REQUIREMENTS FOR ALL OTHER OCCUPANCIES

- (a) **NFPA Standards Compliance.** For all occupancies other than residential dwelling units, the term "Fire Alarm System" shall mean a Protective Signaling System installed in accordance with NFPA 72.
- (b) **Requirements for Annunciator Panels.** In all new and existing buildings equipped with a fire alarm system, that are over 10,000 square feet or have more than one story including a basement, the fire alarm system shall be equipped with an annunciator panel at a location to be determined by the Cedarburg Fire Department. The annunciator panel shall be able to identify the source of the alarm, while also having the capabilities to silence and reset an alarm. In all new and existing buildings over 10,000 square feet or having more than one story, the fire alarm system shall be separated into zones with a minimum of one zone for each floor, the attic, the basement and a separate zone for all pull stations. In lieu of utilizing a zones system, it is preferred that all new fire alarm systems utilize a completely addressable system.

~~Exemptions would be multi-family residential, Section 5-2-43(3)(a).~~

- (c) **Central Station Monitoring Service Compliance.** A central monitoring service shall comply with NFPA 72. The central monitoring service is subject to prior approval by the Fire Prevention Bureau.
- (d) **Agency Listings.** All equipment shall bear the UL marking or other recognized listing and

Commented [MH8]: Why are you including the Zone system if you prefer the other? I redrafted this to be at your discretion.

Commented [MH9R8]: New language on annunciator panels has been inserted.

DRAFT

testing agency and shall be clearly marked on the equipment. All detectors shall be listed for commercial applications.

- (e) **Exception for Buildings with Sprinklers.** Any building in this classification (except hotels, motels, and bed and breakfast inns) which have a sprinkler system installed throughout in accordance with NFPA 13 shall be exempt from the requirements for a Fire Alarm System unless required by State of Wisconsin Commercial Building Code SPS 361.366.

In partially sprinklered buildings, any area not protected in accordance with NFPA 13, 13R or 13D shall have a Fire Alarm System installed in accordance with this Article.

SEC. 5-2-43 MAINTENANCE AND TESTING

- (a) **Installation Inspection.** An Acceptance Test conforming to NFPA 72 shall be performed before acceptance of the Fire Alarm System by the Fire Prevention Bureau. Arrangements shall be made with the Fire Prevention Bureau with at least 48 hours advance notice given.
- (b) **Periodic Testing.** Periodic testing of the Fire Alarm System and detectors is required with the frequency, procedures, and test methods specified in NFPA 72. Monthly tests are required for the Fire Alarm Control Panel.
- (c) **On-site Record of Testing.** The owner of each building which requires a fire alarm system shall post a record of periodic testing showing the date and person performing the test. This record shall be located at the fire alarm panel or other location approved by the Fire Prevention Bureau.
- (d) **Corrective Maintenance Requirements.** No Fire Alarm System may be allowed to remain in a non-functioning condition. Nonfunctioning panels, circuits, devices, or trouble conditions indicated by the supervisory monitoring function of the fire alarm control panel shall be corrected immediately.

SEC. 5-2-44 FALSE ALARMS

Further regulation on private alarm systems in addition to this Chapter is detailed in Title 5, Chapter 4 of the City of Cedarburg Code of Ordinances.

SEC. 5-2-45 THROUGH SEC. 5-2-49 RESERVED FOR FUTURE USE.

ARTICLE E

Requirements for Fire Apparatus

SEC. 5-2-50 SCOPE

This article shall apply to all access or fire lanes on public or private property within the City of Cedarburg. Additional requirements may be further outlined in the City of Cedarburg Zoning Ordinance, Subdivision Ordinance, or the State Building Code. When required by the Fire Prevention Bureau, hard surfaced driving lanes shall be provided around facilities which, by their size, location, design or contents warrant access which exceeds that normally provided by the

proximity of city streets.

SEC 5-2-51 ACCESS FOR FIRE APPARATUS

- (a) **Suitable Access.** All premises, public or private, which the Fire Department may be called upon to protect in case of fire and which are not readily accessible from public roads shall be provided with suitable gates, access roads and fire lanes so that all buildings on the premises are accessible to fire apparatus. The Fire Prevention Bureau may require that areas specified for use as driveways or private thoroughfares shall not be used for parking. These areas, when specified, shall be marked or identified by one of the two means detailed in 5-2-52(a).
- (b) **Fire Lanes.** Fire lanes shall be provided on public or private property devoted to public use and for all buildings used for human habitation or occupancy. Fire lanes may also be designated on those private roadways where it is found by the Fire Prevention Bureau that such access is necessary for fire apparatus.
- (c) **Surface.** Fire lanes shall be either asphalt or reinforced concrete, 4 inches thick minimum, or when specifically authorized by the Fire Prevention Bureau, compacted crushed rock may be used. Where fire lanes connect to city streets or parking lots, adequate clearances and turning radii shall be provided. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface.
- (d) **Width.** Lanes shall provide a minimum, unobstructed continuous width of 12 feet and height of 13 feet 6 inches.
- (e) **Dead-end Road.** Any dead-end road more than one hundred fifty (150) feet long shall be provided a turn-around at the closed end of the roadway. Turn-arounds can be T-type or hammerhead, cul-de-sac or curved driveway.
- (f) **Turning Radius.** **The turning radius of a fire department access road shall be approved by the Cedarburg Fire Department.** Curves and turnarounds shall be designated for a minimum of a forty (40) foot turning radius.

SEC. 5-2-52 DESIGNATED FIRE LANES

- (a) Lanes shall be identified by a 4-inch-wide line and block letters 2 feet high, painted in the lane, at 50-foot intervals stating "FIRE LANE - NO PARKING". Signs shall be posted on or immediately next to the curb line, or on the building. Signs shall be a minimum of 12" by 18" and shall have letters and background of contrasting colors, readily readable from at least a 50-foot distance. Signs shall be spaced not further than 50 feet apart. Signs shall be mounted a minimum of 4 feet and a maximum of 6-1/2 feet from the pavement to the bottom edge of the sign.
- (b) Proposed fire lane designations intended to satisfy the requirements of this Article must be approved by the Fire Department and the Plan Commission.
- (c) It shall be unlawful for any person(s) or firm(s) to post a fire lane sign without the approval of the Fire Department or the Plan Commission.

SEC. 5-2-53 UNAPPROVED FIRE LANES

Fire lane signs posted without the approval of the Fire Department shall be removed or the fire lane shall be formally established and posted as required by this Chapter.

SEC. 5-2-54 FIRE LANE PARKING REGULATED

- (a) **Fire Lane Parking.** Any vehicle that is parked within a fire lane designated and marked in accordance with Section 5-2-62 may be removed at the vehicle owner's expense. Vehicles will be towed away under the following circumstances:
 - (1) When a vehicle repeatedly violates the fire lane regulations by habitually parking in a fire lane.
 - (2) When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, gymnasium or a place of public assembly.
 - (3) When a vehicle's presence threatens the safety of the public by impeding the ability of fire apparatus and or emergency medical equipment to respond to an emergency.
 - (4) Removal of a vehicle under such circumstances may be authorized by the person in lawful possession of the property or by the Fire Chief or their representative. The Police Department may order the towing of a vehicle at any time that the above circumstances exist.
- (b) **Stopping in Lane.** Vehicles will be permitted to stop in a fire lane for a reasonable period of time as determined by the Fire or Police officials while actively loading or unloading provided the driver is present.
- (c) **Obstructions Other Than Vehicles.** An inspection report with warning notice shall be issued to the property owner, occupant or responsible party requiring that if an obstruction in a fire lane is not removed within a specified time period, the Department may cause the removal of the obstruction with the cost of removal billed to the person(s) responsible for the obstruction.
- (d) **When It Becomes Necessary to Obstruct a Fire Lane, i.e. Construction Remodeling or Repair.** Written approval shall be required and permission obtained from the Fire Department in any circumstance in which is it necessary to temporarily obstruct a fire lane. A copy of the authorization shall be posted at the site.
- (e) **Enforcement.** Vehicles parked in fire lanes shall be cited with a notice of violation on a standard Wisconsin Citation or Cedarburg Parking Citation enforceable under 10-1-61 of the Cedarburg Code of Ordinances.

SEC. 5-2-55 THROUGH SEC. 5-2-59 RESERVED FOR FUTURE USE.

ARTICLE F

Fire Hydrants Required

SEC. 5-2-60 SCOPE

The requirements of this article shall apply to all required fire hydrants installed on private property. These requirements apply to all buildings constructed or altered after the effective date of this

revision of the Cedarburg Fire Prevention Code.

SEC. 5-2-61 FIRE HYDRANTS

- (a) Where the municipal water system is available, any portion of a commercial, residential, or industrial building more than three hundred (300) feet from the municipal fire hydrants, the owner shall install at his expense approved hydrants. The setback distance shall be determined by measuring the travel distance from a municipal hydrant, along the centerline of a municipal street, private road or parking area suitable for travel by fire apparatus.
- (b) Hydrants determined to be necessary in accordance with Subsection (a) shall be freestanding and shall be installed not more than fifty (50) feet or less than twenty-five (25) feet from the building. One (1) hydrant shall be located at the main entryway to such building or complex. Additional hydrants shall be provided around the perimeter of the building or complex so no hydrant is more than four hundred (400) feet from any other approved hydrant as described in Subsection (a).
- (c) For new construction, hydrants required by this Chapter shall be installed and made operable prior to permitting construction to progress beyond the footing and foundation stages.
- (d) All private water lines between the municipal water main and approved hydrants shall be no less than six (6) inches inside diameter.
- (e) All water mains, hydrants and their location shall be approved by the Fire Department and Cedarburg Light and Water Commission. The hydrants shall be installed in such a manner and location so as to be accessible at all times to the Fire Department.
- (f) All water mains and hydrants shall be installed, inspected and tested in compliance with the standards of the City of Cedarburg and Cedarburg Light and Water Commission.
- (g) All hydrant installations shall have a 5 foot fiberglass hydrant marker installed meeting Cedarburg Light and Water Utility specifications. The Fire Department shall approve the installation to assure proper access.

SEC. 5-2-62 BLOCKING OF FIRE HYDRANTS PROHIBITED.

- (a) No person shall park any motor vehicle within ten (10) feet of any fire hydrant or otherwise interfere with the accessibility of any fire hydrant by piling, dumping or placing any other obstructive material or object within ten (10) feet of a fire hydrant without first obtaining written permission from the Fire Department. Every day during which such interference continues shall constitute a separate offense.
- (b) Any vehicle that is blocking a fire hydrant in accordance with Section 5-2-61 may be removed at the vehicle owner's expense. Vehicles will be towed away under the following circumstances:
 - (1) When a vehicle repeatedly violates the fire hydrant regulations by habitually blocking a fire hydrant.
 - (2) When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, gymnasium or a place of public assembly.
 - (3) When a vehicle's presence threatens the safety of the public by impeding the ability

- of fire apparatus and/or emergency medical equipment to respond to an emergency.
- (c) Removal of a vehicle under such circumstances may be authorized by the person in lawful possession of the property or by the Fire Chief or their representative. The Police Department may order the towing of a vehicle at any time that the above circumstances exist.

SEC. 5-2-63 THROUGH SEC. 5-2-69 RESERVED FOR FUTURE USE.

ARTICLE G

Hazards to Life and Property

SEC. 5-2-70 SCOPE.

It is the intent of this Article to prescribe regulations consistent with recognized standard practice for the safe-guarding to a responsible degree of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the use or occupancy of buildings or premises.

SEC. 5-2-71 STORAGE OF JUNK, ETC. PROHIBITED.

The storage of junk shall be regulated per Sec. 11-3-5 of the Cedarburg Code of Ordinances.

SEC. 5-2-72 REGULATION OF FIREWORKS.

The sale, use, storage and discharge of fireworks shall be regulated through the licensing provisions of Title 7, Chapter 8, of this Code of Ordinances. See Sec. 7-8-1 for further regulations.

SEC. 5-2-73 BUILDINGS DAMAGED BY FIRE.

- (a) If the Fire Chief finds any building and its contents are damaged by fire to a point in which the structure and contents present a health or life safety hazard to the public, orders shall be issued to the owner to abate such hazard through repair or removal of the building and/or its contents. Such orders shall include a time period to complete abatement of such hazard to extend no more than sixty (60) days.
- (b) After sixty (60) days, the Fire Chief can order the building and contents removed to an appropriate landfill site. The owner of the property will be held responsible for any expenses incurred.
- (c) Written request for extension of the time permitted to complete ordered repairs or removal shall be submitted to the Fire Chief within forty-five (45) days after the fire. The written request must contain the following information:
- (1) The reason compliance cannot be completed within the sixty (60) day limit.
 - (2) The projected date the repairs are to start, type of repairs to be conducted and projected date repairs are to be completed.

SEC. 5-2-74 KEY VAULT REQUIRED.

- (a) A key vault, of a type to be approved by the Fire Chief or their designee, shall be required on all new buildings, with the exception of one- and two-family dwellings. The required key

vault shall be placed at an easily accessible location on the building to be approved by the Fire Chief or their designee.

- (1) For groups of separate buildings that share a common owner or manager, a written request can be submitted to the Fire Chief, or their designee, for approval to utilize a single key vault for the group of buildings at a location approved by the Fire Chief or their designee.
 - (2) Written appeals can be submitted to the Fire Chief or their designee for any request to be exempt from the requirements of this code. These appeals will be reviewed by the Fire Chief or their designee for either approval or denial.
- (b) Properly identified and up-to-date keys to gain access to the building and the building fire protection systems and features shall be maintained in the key vault. When a change of locks within the building is necessary, the Fire Inspector shall be notified and new keys shall be provided to be placed in the key vault.
- (c) Removal of any key by other than Fire Department personnel shall be in violation of this Section.

SEC. 5-2-75 OPEN BURNING,

- (a) **All Trash Burning Prohibited.** No person shall kindle or cause to be kindled any trash fire in or upon any street, alley, public way, park or any public or private ground within the City of Cedarburg.
- (b) **Trash Defined.** Trash is defined as rubbish, grass, leaves, branches, plastic, construction waste, paper products, industrial waste or any other type of debris.
- (c) Open Burning is prohibited. Outdoor fires within the corporate limits of the City of Cedarburg are prohibited except as set forth below.
- (1) No grills or devices used for outdoor fires for cooking are authorized to be used above the first story of any building on a balcony, raised porch or platform, etc.
 - (2) Recreational Fires.
 - (a) No recreational fires may be started or allowed to continue burning unless such recreational fire is fully contained within an approved fire pit or outdoor appliance.
 - (1) An approved fire pit is any below ground dug pit not greater than 36 inches inside diameter (inside edge of the pit to inside edge); lined with non-combustible material, soil, metal or stone; a minimum of 6 inches deep; and ringed on the outer diameter with stone, brick or concrete.
 - (2) An outdoor appliance is any commercially available appliance designed to contain a wood fire when operated according to manufacturer's instructions with all lids, screens and spark arresting devices in place; or permanent structure built entirely of non-combustible materials designed with spark arrestors and screens to contain a wood fire.
 - (b) No fire pit shall be closer than 25 feet from any dwelling, building, structure,

shed or garage or closer than 10 feet from any wood fence, deck or combustible material. Commercially available outdoor appliances shall not be within 10 feet of any structure or combustibles; all recreational fires are to be set back a minimum of 6 feet from adjoining property lines.

(c) No recreational fires shall be started or allowed to continue burning when the wind direction or wind speed will cause embers or other burning material to be carried onto any building or combustible material; nor any time wind direction will carry smoke into open windows of any building. Smoke from any recreational fire shall not create a nuisance for neighboring properties and fires shall be completely extinguished when police or fire department investigation determines a nuisance is present.

(d) Fuel for outdoor recreational fires shall consist of natural wood or manufactured fire log material only and may not include leaves, rubbish, garbage, trash, construction materials, any materials made of or coated with rubber or plastic, leather or petroleum based materials. Flammable or combustible liquids may not be used to aid in starting any outdoor fire. Flammable or common/standard dry kindling materials may be used to aid in starting any outdoor fire.

(e) Recreational fires shall be consistently attended and supervised by a competent person at least 18 years of age until the fire has been completely extinguished. The means of extinguishing any fire (as deemed necessary by the Fire Chief) must be kept immediately available at all times when a recreational fire is burning. Proper fire extinguishing equipment includes: a garden hose, shovels, water buckets or an ABC rated fire extinguisher at least 10 lbs. capacity.

(f) Any party who starts or maintains a recreational fire that is allowed to burn out-of-control shall be held responsible for paying any costs associated with fire control efforts to extinguish the fire.

(g) Recreational fires shall be permitted only from 11 a.m. to 11 p.m.

- (3) Live fire trainings conducted by the Cedarburg Fire Department in accordance with NFPA-1403 shall be exempt from this Section.

SEC. 5-2-76 **TENTS. REGULATION OF TEMPORARY STRUCTURES.**

- (a) Regulations of temporary structures are outlined by Ordinance Number 2022-07 and Section 13-1-22(f) of the Zoning Code of the City of Cedarburg. **Tent Permit Required.** No tent exceeding one thousand five hundred (1,500) square feet in area shall be erected, maintained, operated or used without a permit.
- (b) **Fire Watchers to be Employed.** One (1) or more qualified persons to service as fire watchers shall be employed by all circuses, carnivals or other exhibitions where large crowds assemble. They shall familiarize themselves with all fire protection facilities and fire prevention features and with the condition of exits and shall patrol the entire tent area during the time of occupancy. They shall see that aisles and exit ways are kept open and that "No Smoking" rules are enforced.
- (c) **Tents for Assembly to Conform to Recognized Safe Practices.** The design, construction, flame proofing, location, maintenance and use of tents for assembly shall be in accordance with recognized safe practices. Compliance with the American Standard of Outdoor

Assembly, Grandstands and Tents, as adopted by the National Fire Protection Association, shall be considered as prima facie evidence of compliance with such recognized safe practices.

SEC. 5-2-77 SMOKING PROHIBITED CONDITIONS.

The Fire Prevention Bureau may designate no smoking areas as further outlined in Sec. 8-1-8 of the City of Cedarburg Code of Ordinances.

(a) **Vaping, e-cigarettes and other alternative smoking devices prohibited.**
~~(1) The use of vaping pens, e-cigarettes and other alternative smoking devices that create smoke or other vapors shall be prohibited in all buildings where with a fire alarm system is in place. Any person causing the false activation of a fire alarm system due to or resulting from the use of these devices, whether intentional or unintentional, shall constitute a violation of this section.~~

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Commented [MH10]: I believe that this is really an amendment of Section 8-1-8 of the code, as that section dictates where people cannot smoke. I recommend that you move this language to and created a new section 8-1-8(b), pushing all of the other sections down.

Commented [MH11R10]: See changes per our discussion.

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 7.E.

TITLE: Discussion and possible action on award of contract to R.A. Smith for TID #7 construction related services associated with the Hanover Avenue Street and Utility Extension

ISSUE SUMMARY: The construction on the Hanover Avenue Street and Utility Extension project is scheduled to begin in 2023. The construction related services associated with this contract include construction inspection and some construction administration.

R.A. Smith has provided a proposal to provide a construction inspector at \$98.00 per hour and a construction manager, when required, at \$175.00 per hour.

STAFF RECOMMENDATION: Staff recommends approving the engineering construction related services contract with R.A. Smith for construction inspection at \$98.00 per hour and construction management at \$175.00 per hour.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Approximately \$87,000 (based on hourly rates and an estimated amount of hours required) from TIF #7 borrowing.

ATTACHMENTS: Copy of R.A. Smith Proposal.

INITIATED/REQUESTED BY: Mike Wieser

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

December 6, 2022

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

Re: Proposal for Professional Services

Dear Mr. Wieser:

Thank you for allowing raSmith to provide you with a proposal for professional services. We look forward to working with the City of Cedarburg on the Hanover Avenue Street and Utility Extension project. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs.

Scope of Services

raSmith proposes to provide this road and utility extension the necessary construction services associated with the installation of sanitary sewer, water main, storm sewer and paving improvements as well as restoration. Reports of these site activities will be forwarded in electronic format to City representatives by a Construction Technician as they are completed.

Completion Schedule

Work is anticipated to be completed in 2023.

Professional Fees

The above-described services will be provided on an hourly basis. Fees will be invoiced monthly as the project proceeds. The primary representative on-site during the installation of the improvements will be a Construction Technician supplied at a rate of \$98 per hour; and a Construction Manager, when required on the project, is available at a rate of \$175 per hour. The per-hour rate is an all-inclusive rate which includes mileage and other expenses which may be incurred.

If additional assistance is requested beyond the standard site representation, rates will be supplied upon request.



Mr. Mike Wieser, P.E., Director of Engineering and Public Works
Page 2 / December 6, 2022

Services Not Included

Unless specified elsewhere in this proposal, the following services are not included as part of this project and, therefore, are not reflected in our estimate of fees. If requested, these services will be performed on an hourly, time-and-material basis according to our Professional Fees Rate Schedule, unless other arrangements are agreed upon.

- A. Additional or extended services beyond those specifically described in the Scope of Services of this proposal
- B. Surveys of this or adjacent parcels
- C. Construction Staking
- D. Record drawings will be completed upon request.
- E. Materials Testing
- F. Grading certification
- G. Endangered species investigation

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'Paul S. Schafer'.

Paul S. Schafer, P.E.
Director of Construction Services

Enclosure: Professional Services Agreement

\\rasmith.com\Brookfield\Construction\Proposals\2022\Cedarburg\Hanover\EP 221205 Hanover.docx



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of December 6, 2022 ("Effective Date") between City of Cedarburg ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Hanover Avenue Street and Utility Extension ("Project").

Professional's services under this Agreement are generally identified as follows:

Construction Services ("Services").

Client and Professional further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 Payment Procedures

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 Suspension and Termination

- A. The obligation to continue performance under this Agreement may be suspended:
1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional, or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*
The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*
Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*
Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*
All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 **Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 **Lien Notice**

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Hanover Avenue Street and Utility Extension

Client: City of Cedarburg

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: _____

Print name: Paul S. Schafer, P.E.

Title: _____

Title: Director of Construction Services

Date Signed: _____

Date Signed: December 6, 2022

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of Cedarburg

R.A. Smith, Inc.

W63 N645 Washington Avenue

16745 West Bluemound Road

Cedarburg, WI 53012

Brookfield, WI 53005

Client's Phone: 262-375-7612

Professional's Phone: 262-317-3381

Client's Email: mwieser@ci.cedarburg.wi.us

Professional's Email: paul.schafer@rasmith.com

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 7.F.

TITLE: Consider Ordinance Nos. 2022-28, 2022-29 and 2022-30 adjusting impact fees based on the annual increase of the Construction Cost Indices published in the Engineering News Record; and action thereon.

ISSUE SUMMARY: Ordinance No. 2022-28 amends Sec. 3-6-3 to 3-6-6 of the Municipal Code adjusting impact fees for library facilities, police department facilities, water supply facilities, and park facilities; Ordinance No 2022-29 amends Sec. 14-1-84 adjusting fees in lieu of parkland and amends Sec. 14-1-100(g) adjusting the public site fees; and Ordinance No. 2022-30 amends Sec. 9-2-6(c) adjusting the sanitary sewer connection fee based on the Construction Cost Index publish in the Engineering News Record and calculated based on the annual increase in CCI Indices.

STAFF RECOMMENDATION: Adopt the proposed ordinances

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Increase in fees received

ATTACHMENTS: Ordinance 2022-28, 2022-29, and 2022-30; Construction Cost Indices

INITIATED/REQUESTED BY: Mike Wieser

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

CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and material prices. Historical data for ENR's 20 cities can be found at ENR.com/economics

Construction Cost Index

+5.6%

ANNUAL INFLATION RATE

DEC. 2022

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13175.00	0.0%	+5.6%
COMMON LABOR	24634.46	0.0%	+1.1%
WAGE \$/HR.	47.36	0.0%	+1.1%

Building Cost Index

+9.4%

ANNUAL INFLATION RATE

DEC. 2022

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	7971.96	+0.1%	+9.4%
SKILLED LABOR	11320.21	+0.1%	+2.4%
WAGE \$/HR.	62.47	+0.1%	+2.4%

Materials Cost Index

-0.1%

MONTHLY INFLATION RATE

NOV. 2022

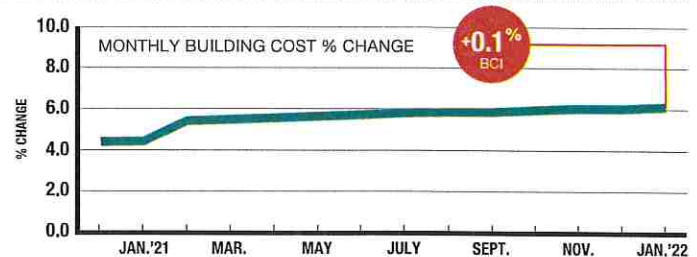
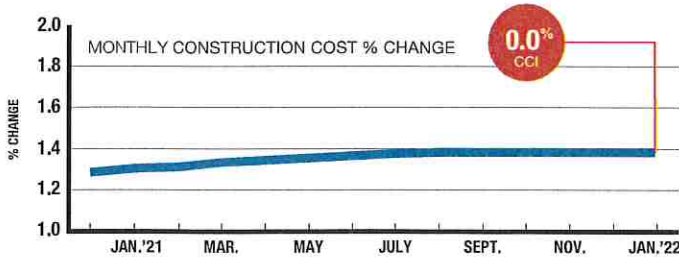
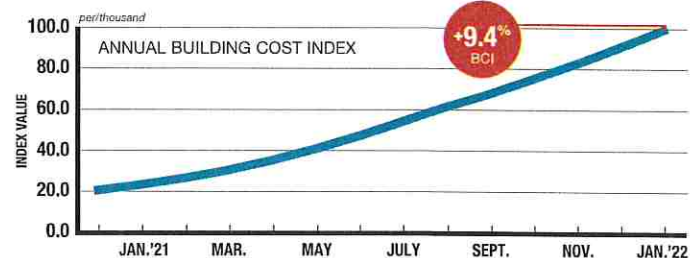
1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	5889.91	-0.1%	+18.6%
CEMENT \$/TON	174.09	+0.8%	+14.4%
STEEL \$/CWT	92.00	-1.0%	+20.2%
LUMBER \$/MBF	1094.73	+0.6%	+15.0%

The Construction Cost Index's annual escalation rose 5.6%, while the monthly component stayed flat.

The Building Cost Index was up 9.4% on an annual basis, while the monthly component rose 0.1%.

The MCI fell 0.1% last month, while the annual escalation rate increased 18.6%.

Inflation's Pulse Year-to-year and monthly percent changes for ENR's cost indexes



SOURCE: ENR

Cost Index Review

BASE YEAR		CONSTRUCTION		BUILDING		SKILLED WAGES		COMMON WAGES	
		1913	1967	1913	1967	1913	1967	1913	1967
2021	Nov.	12467.32	1160.65	7255.67	1073.97	11000.72	1078.06	24355.78	1175.39
	Dec.	12481.82	1162.00	7289.50	1078.98	11055.72	1083.53	24355.78	1175.39
2022	Jan.	12555.55	1168.87	7359.09	1089.28	11055.72	1083.53	24365.52	1175.83
	Feb.	12683.97	1180.82	7457.68	1103.87	11112.05	1090.40	24511.71	1182.52
	Mar.	12791.43	1190.83	7565.14	1119.78	11112.05	1090.40	24511.71	1182.52
	Apr.	12898.96	1200.84	7677.45	1136.40	11114.27	1091.62	24511.71	1182.52
	May	13004.47	1210.66	7785.64	1152.41	11125.38	1092.34	24511.71	1182.52
	June	13110.50	1220.53	7889.98	1167.86	11169.88	1096.27	24560.73	1184.44
	July	13167.84	1225.87	7950.39	1176.80	11181.05	1097.10	24560.73	1184.44
	Aug.	13171.07	1226.17	7952.50	1177.11	11214.59	1100.06	24585.29	1186.04
	Sept.	13173.43	1226.39	7958.27	1177.97	11293.09	1107.33	24634.46	1188.53
	Oct.	13174.92	1226.53	7965.04	1178.97	11304.38	1108.85	24634.46	1188.53
	Nov.	13174.98	1226.53	7966.96	1179.25	11308.90	1109.30	24634.46	1188.53
	Dec.	13175.00	1226.54	7971.26	1179.89	11320.21	1110.36	24634.46	1188.53

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INFLATION

+1.1%

Common Labor Index

ANNUAL ESCALATION FOR COMMON LABOR REACHED 1.1% IN DECEMBER WHILE SKILLED LABOR EXPERIENCED A 2.4% ESCALATION IN THE SAME PERIOD.

ORDINANCE NO. 2022-28

An Ordinance Updating Impact Fees

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

SECTION 1. Section 3-6-3 of the Municipal Code of the City of Cedarburg is hereby amended as follows:

SECTION 3-6-3 LIBRARY FACILITY

Any developer creating or constructing additional residential units within the City shall pay a fee to the City to provide for the capital costs necessary to accommodate the Library expansion needs of land development except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$1,464.36~~ \$1,546.36 per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$972.60~~ \$1,027.07 per residential unit for a multi-family residential dwelling unit to be constructed or created by the proposed development. Multi-family includes Community Based Residential Treatment facilities.
- (c) The fee shall be imposed as a condition of the issuance of the building permit.
- (d) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the library facilities within the City.
- (e) Such fees collected shall be expended by the City for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected.

SECTION 2. Section 3-6-4 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SECTION 3-6-4 POLICE DEPARTMENT FACILITY

Any developer creating or constructing additional residential dwelling units or any commercial, industrial or institutional land development within the City shall pay a fee to the City to provide for the capital costs necessary to accommodate the Police Department Facility expansion needs of land development except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$1,421.87~~ \$1,501.49 per single-family residential dwelling unit, and ~~\$944.38~~ \$997.27 per multifamily residential dwelling unit and CBRF and ~~\$0.72~~ \$0.76 per square foot for commercial development and ~~\$0.43~~ \$0.45 per square foot for industrial and institutional development.
- (b) The fee shall be imposed as a condition of issuance of the building permit.
- (c) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the police facilities within the City.
- (d) Such fees shall be expended by the City for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the

property upon which such fee was collected.

SECTION 3. Section 3-6-5 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

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	\$2,053.92
3/4"	1.0	\$1,945	\$2,053.92
1"	2.5	\$4,863	\$5,134.80
1.5"	5.0	\$9,725	\$10,269.60
2"	8.0	\$15,560	\$16,431.36
2.5"	12.5	\$24,313	\$25,674.00
3"	15.0	\$29,175	\$30,808.80
4"	25.0	\$48,625	\$51,348.00
6"	50.0	\$97,250	\$102,696.00
8"	80.0	\$155,600	\$164,313.60
10"	120.0	\$233,400	\$246,470.40
12"	160.0	\$311,200	\$328,627.20

- (a) The Water Supply Facilities impact fee shall be \$2053.92 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 4. Section 3-6-6 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SECTION 3-6-6 PARK FACILITIES

Any developer creating or constructing additional residential units within the City shall pay a fee to the city to provide for the capital costs necessary to accommodate the Park facility expansion needs of land development except as provided in subsection (8) below.

- (a) The amount of the fee shall be ~~\$1,362.29~~ \$1,438.58 per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$904.80~~ \$955.47 per residential unit for a multi-family residential dwelling unit to be constructed or created by the proposed development. Multi-family includes Community Based Residential Treatment facilities.
- (c) The fee shall be imposed as a condition of the issuance of the building permit.
- (d) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the park facilities within the City.
- (e) Such fees shall be expended by the City for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected

SECTION 6. This ordinance shall take effect on January 1, 2023, upon publication as provided by law.

Passed and adopted this 12th day of December 2022.

Michael O'Keefe, Mayor

Countersigned:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2022-29

An Ordinance Designating Fees In Lieu of Park Land

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

SECTION 1. Section 14-1-84 of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SEC. 14-1-84 FEES IN LIEU OF LAND.

If the proposed subdivision does not encompass a proposed public park, parkway or other open space lands, or if the Plan Commission requires the reservation of land as set forth in this Section, a fee for the acquisition of public sites to serve the future inhabitants of the proposed subdivision or certified survey map shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision, or certified survey map, or part thereof, in the amount of ~~\$802.33~~ \$847.26 for each proposed single-family dwelling unit within the plat and ~~\$532.89~~ \$562.73 for each proposed multi-family dwelling unit. For Community Based Residential Facilities (CBRFs) the fee for acquisition of public sites shall be ~~\$532.89~~ \$562.73 per unit. Public site fees collected by the City Treasurer under the provisions of this Article shall be placed in non-lapsing special funds for City parks and shall be separate from the General Fund of the City, and said special fund shall be used exclusively for the acquisition and development of park, recreation and other open space areas.

SECTION 2. Section 14-1-100(g) entitled **ADMINISTRATIVE AND OTHER FEES** of the Code of Ordinances is hereby amended as follows:

- (g) **Public Site Fee.** If the subdivision does not contain lands to be dedicated as required in this Chapter, the Common Council shall require a fee for the acquisition and development of public sites to serve the future inhabitants of the proposed subdivision. Said fee shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision in the amount of ~~\$802.33~~ \$847.26 for each single-family dwelling unit within the plat and ~~\$532.89~~ \$562.73 for each multi-family dwelling unit. For Community Based Residential Facilities (CBRFs) the fee for acquisition and development of public sites shall be ~~\$532.89~~ \$562.73 per unit. Public site fees shall be placed in a separate Service District Fund by the City Clerk to be used only for the acquisition and development of park sites which will serve the proposed subdivision. Said fund shall be established on the basis of the service area of existing or proposed park facilities.

SECTION 3. This ordinance shall take effect on January 1, 2023 upon publication as provided by law.

Passed and adopted this 12th day of December, 2022.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2022-30

An Ordinance Updating and Adjusting the Amount of the Sanitary Sewer Connection Fee Imposed on New Development

SECTION 1. Section 9-2-6(c) of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

SEC. 9-2-6 SEWER SERVICE CHARGES.

(c) Sewer Connection Fee

A connection charge is imposed to fund collection system oversizing associated with new development and all newly annexed lots. This includes all lots created by land division, subdivision or condominium plats. The charge is not applicable to individual existing single vacant lots which are within the City. It does apply to newly annexed individual lots.

- (1) The Sewer Connection Fee will now be ~~\$2,567.00~~ \$2,710.75 per Residential Equivalent Connection (REC).
- (2) The connection fee imposed under this section shall be adjusted annually each December, with any adjustment to be effective on January 1 of the following year. The annual adjustment will be based on the Construction Cost Index (CCI) published in the Engineering News Record. Said percentage shall be calculated on the ENR 20 city average. Periodic adjustments to reflect actual and planned development density corrections may be necessary.

SECTION 2. This ordinance shall take effect January 1, 2023 upon publication as provided by law.

Passed and adopted this 12th day of December, 2022.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 7.H.

TITLE: Discussion and possible action on the Third-Party Custodian Agreement with the Bank of New York Mellon succeeding the Bank of America as the custodian for the collateral securing the City's deposits with BMO Harris Bank

ISSUE SUMMARY: Bank of America announced the decision to exit the business of acting as third-party custodian for the collateral securing of deposits with BMO Harris Bank. The Bank of New York Mellon will succeed Bank of America as the custodian holding pledged securities for City of Cedarburg public deposits maintained with BMO Harris Bank. Bank of New York Mellon brings a significant level of automation to the collateralization process designed to accommodate continued growth in deposit levels.

STAFF RECOMMENDATION: Recommend approval of third party custodial agreement with The Bank of New York Mellon

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: n/a

ATTACHMENTS: Agreement

INITIATED/REQUESTED BY: Kelly Livingston

FOR MORE INFORMATION CONTACT: Kelly Livingston, Finance Director/Treasurer (262) 375-7600

THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of _____ between

(the "Local Government"),
BMO Harris Bank (the "Bank") and The Bank of New York Mellon (the "Custodian").

WITNESSETH

WHEREAS, the Local Government desires to maintain or continue to maintain public deposits with the Bank;
and

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by applicable law, regulation or rule; and

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by the Local Government and arising out of the collection of any deposits made with the Bank, has deposited with Custodian certain collateral as identified by the parties on Schedule A, attached hereto, and as more fully described in the initial confirmation or safekeeping receipt of such deposit delivered by the Custodian to the Bank and the Local Government respectively (which property together with any additions thereto, substitutions therefor and the proceeds thereof, are hereinafter collectively called the "Securities"). The Bank hereby grants to the Local Government a pledge and security interest in and to such Securities and shall deliver Securities to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Securities shall terminate upon the transfer of such Securities from the Account.

(b) The Bank may substitute Securities for any Securities previously provided pursuant to this Agreement (the "Substitute Securities") so long as the Substitute Securities have a Market Value equal to or greater than the Securities which they will replace. Custodian has no obligation to determine whether the Market Value of Substitute Securities in the Account is equal to or greater than the Securities which they will replace. The Bank is responsible at all times for ensuring that the Market Value of Substitute Securities in the Account is equal to or greater than the Securities they will replace. Except as set forth in Section 2 (c)(i), Custodian shall have no obligations with respect to the determination of Market Value. The Bank shall give Oral or Written Instructions to the Custodian with respect to any proposed substitution. The Custodian shall act in accordance with the Bank's Oral and Written Instructions with respect to the transfer the Securities out of the Account and delivery of Substitute Securities to the Account.

(c) The Bank and the Local Government agree that on each Business Day, the Custodian shall be proved with the total amount of Uninsured Deposits held at the Bank at the end of the immediately preceding Business Day. The Custodian assumes no responsibility to determine or monitor whether or not any such Securities originally deposited hereunder or substitute or additional Securities hereafter deposited are eligible for deposit under any applicable provision of law or whether the Market Value of the Securities thereof meets the requirements of any law, rule or regulation applicable to the deposit hereunder. The determination of eligibility and whether the Market Value of the Securities satisfies statutory or regulatory requirements will be the responsibility of the Bank. The Custodian shall be fully protected in relying on Oral or Written Instructions of either the Bank or the Local Government directing the Custodian to release any of the Securities to the Bank. To the extent of any conflict in the instructions of the Local Government

and the Bank, the instructions of the Local Government shall control and the Bank shall hold the Custodian harmless for acting in accordance with the Local Government's instructions.

2. Custody of Securities

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Securities at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as custodian and agrees to establish and maintain the Account and appropriate records identifying the Securities as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian on the Custodian's books and records and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and the Local Government agree that Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and the Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Securities that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for its customers, and including but not limited to accounts in which the Custodian acts in a fiduciary, agency or representative capacity. Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Securities are transferred to and from the Account. Such statements shall identify the specific Securities which are the subject of the statement and state the Market Value thereof.

(ii) The Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Oral or Written Instruction identifying a specific concern with respect to the Market Value or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, if any, that are reported to Custodian by the Local Government, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or right of set-off by the Custodian or any third party claiming through Custodian.

(e) With respect to all Securities held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Securities which, in the opinion of the Custodian, is intended for the beneficial owner of the Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Securities held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Collateral held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Uninsured Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Uninsured Deposits in the Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Securities in the Account by Written Instructions to the Custodian and to sell such securities at public or private sale. Delivery of such Written Instructions to the Custodian shall constitute a representation and warranty by the Local Government that Custodian's compliance therewith does not violate any law, regulation, court order or other legal impediment or the terms of the deposit agreement or any other agreement between the Local Government and the Bank. Custodian may fully rely without further inquiry on the statements set forth in such Written Instructions. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorney's fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Bank in accordance with its terms;
- (2) it is the legal and actual owner, free and clear of all liens and claims, of all Securities pledged pursuant to this Agreement;
- (3) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (4) all Securities held by Custodian hereunder are eligible to secure Local Government's deposits at the Bank under applicable statute or regulation and the Market Value of the Securities held by Custodian hereunder at all times meet the requirements of any such statute or regulation;
- (5) the Bank is a bank or trust company duly authorized to do business in the state where it is located;
- (6) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer or assign its rights or interests in or with respect to any Securities pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;

- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. In no event shall Custodian be liable to the Local Government, the Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and the Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and the Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the custodian of, any Securities received by it for deposit in the Account until the Custodian actually receives and collects such Securities directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Securities are not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) The Custodian may enter into subcontracts, agreements and understandings, whenever and on such terms and conditions as it deems necessary or appropriate, to perform its services hereunder; such subcontracts, agreements and understandings may be with third parties and may be with other subsidiaries of The Bank of New York Mellon Corporation or any successor to The Bank of New York Mellon Corporation or with other persons not a party hereto. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services To the extent that the Custodian has agreed to provide information concerning Market Values under this Agreement, the Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) ("Market Data Providers") in order to provide Market Values hereunder, and the Bank and the Local Government agree that the Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions contained in any such information provided by a Market Data Provider.

(g) Force Majeure. The Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or

communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that the Custodian shall use reasonable efforts under the circumstances to resume normal performance as soon as practicable under the circumstances.

(h) The Bank shall pay to the Custodian the fees and charges as may be agreed upon from time to time. The Bank shall also reimburse the Custodian for out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Securities in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Securities, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and the Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) The Custodian shall be entitled to rely upon any Certificate, Oral or Written Instruction actually received by Custodian and reasonably believed by the Custodian to be duly authorized and delivered. The Bank and the Local Government each agrees to forward to the Custodian Written Instructions confirming Oral Instructions in such manner so that such Written Instructions are received by the Custodian by the close of business of the same day that such Oral Instructions are given to the Custodian. The Bank and the Local Government each agrees that the fact that such confirming Written Instructions are not received or that contrary instructions are received by the Custodian shall in no way affect the validity or enforceability of the transactions previously authorized and effected by the Custodian.

(c) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at 240 Greenwich Street, 12W, New York, New York 10286, Attn: CCM Collateral Management, or at such other place as the Custodian may from time to time designate in writing.

(d) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 320 S Canal St, 16W, Chicago, IL 60606, or at such other place as the Bank may from time to time designate in writing.

(e) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at _____ or at such other offices as the Local Government may from time to time designate in writing.

(f) The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may centralize functions, including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the "Centralized Functions") in one or more affiliates, subsidiaries and third-party service providers. Solely in connection with the Centralized Functions, the Bank and the Local Government each consents to the

disclosure of, and authorizes the Custodian to disclose, information regarding the Bank and the Local Government and their respective accounts ("Customer-Related Data") to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information. In addition, the BNY Mellon Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with either the Bank or the Local Government.

(g) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(h) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(i) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

G) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. The Bank, the Local Government and the Custodian hereby consent to the jurisdiction of a state or federal court situated in the City of New York in connection with any dispute arising hereunder. The Bank, the Local Government and the Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. THE BANK, THE LOCAL GOVERNMENT AND THE CUSTODIAN EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(k) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

(l) Execution; Counterparts. This Agreement may be executed in any number of counterparts by means of (i) a DocuSign® electronic signature, (ii) an original, manual signature, or (iii) a faxed, scanned or photocopied manual signature. Each DocuSign®, faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature and the parties hereby waive any objection to the contrary. Each such counterpart shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

8. Definitions.

Whenever used in this Agreement the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local

Government as secured party in accordance with this Agreement.

(b) "Authorized Person" shall be any officer of the Local Government or the Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of the Local Government or the Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "A" attached hereto, as such Exhibit may be amended from time to time.

(c) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(d) "Business Day" shall mean any day on which the Custodian and the Bank are open for business and on which the Book Entry System and/or the Depositories are open for business.

(e) "Certificate" shall mean the Certificate attached hereto as Exhibit "A".

(f) "Depository" shall include the Depository Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(g) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(h) "Market Value" shall mean, with respect to any assets held in the Account, the market value of such assets as made available to the Custodian by Market Data Providers plus, if not reflected in the market value, any accrued but unpaid income thereon. Market Values provided by the Custodian's Market Data Providers will be the most recently available closing bid price (usually from the previous Business Day), except that for certain financial assets it will be a same day price if available. For the avoidance of doubt, nothing herein shall prohibit the Custodian from contacting the Bank to obtain market data concerning financial assets other than price in order to assist the Custodian's Market Data Providers in determining Market Value.

(i) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

G) "Securities" shall have the meaning set forth in paragraph

G) "Substitute Securities" shall have the meaning set forth in paragraph (b) of Section 1 of this Agreement.

(k) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(l) "Written Instructions" means entitlement orders and other instructions received by the Custodian in writing, including by facsimile, email, or through an electronic system whereby the Custodian verifies by codes, passwords or otherwise the identity of the sender of such instructions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

[LOCAL GOVERNMENT]

[BANK]

Robert Santore

By: _____

By: Robert Santore

Title:

Title: AVP

THE BANK OF NEW YORK MELLON

By: _____

Title:

(4/20)

CERTIFICATE OF AUTHORIZED PERSONS
(Bank - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting AVP / SVP of BMO Harris Bank (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver Oral and Written Instructions to The Bank of New York Mellon (the "Custodian") pursuant to the Third Party Custodian Agreement between the Bank, (the "Local Government") and the Custodian dated 11/9/22, and that the signatures appearing opposite their names are true and correct:

Robert Santore
Name

AVP
Title

Robert Santore
Signature

Christopher Daly
Name

AVP
Title

Christopher Daly
Signature

John Mattern
Name

SVP
Title

John Mattern
Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

Robert Santore

Title: AVP

Date: 11/9/22

Robert Santore

EXHIBIT A

**CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting _____ of _____ (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York Mellon (the "Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, BMO Harris Bank (the "Bank") and the Custodian dated _____ and that the signatures appearing opposite their names are true and correct:

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

Title:

Date:

**SCHEDULE 1
SCHEDULE OF ELIGIBLE FIXED INCOME SECURITIES**

Third Party Custodian Agreement (Collateralized Municipal Deposits) dated as of _____, among _____ ("Local Gov't"),
BMO Harris Bank ("Bank") and The Bank of New York Mellon ("Custodian"),

	Yes/No	Margin
U.S. TREASURIES		
BILLS	Yes	105%
BONDS	Yes	105%
NOTES	Yes	105%
STRIPS	Yes	105%
SYNTHETIC TREASURIES	Yes	105%
AGENCY DEBENTURES		
PAMC (Fed Agriculture Mgt Corp)	Yes	105%
FCFAC (Farm Credit Finan. Asst.)	Yes	105%
FFCB (Farm Credit System Banks)	Yes	105%
FmHA (Farmers Home Admin.)	Yes	105%
FHLB (Federal Home Loan Banks)	Yes	105%
FHLMC (Federal Home Loan Mgt)	Yes	105%
FICO (Financing Corporation)	Yes	105%
FLBB (Federal Land Bank Bonds)	Yes	105%
FNMA (Federal Nat'l Mgt Corp)	Yes	105%
REFCO (Resolution Funding Corp)	Yes	105%
SLMA (Student Loan Mgt Corp)	Yes	105%
TVA (Tennessee Valley Authority)	Yes	105%
AGENCY STRUCTURED NOTES	Yes	105%
INTERNATIONAL AGENCIES		
ADBB (Asian Development Bank)	No	
AFDB (African Development Bank)	No	
IADB (Inter-American Dev. Bank)	No	
IFCO (International Finance Corp)	No	
NABD (North American Development Bank)	No	
WLDB (World Bank)	No	
TRUST RECEIPTS *	No	
EXCLUDE SECURITIES IN DEFAULT	Yes	
EXCLUDE COUNTERPARTY SECURITIES**	Yes	
CASH	YES	100

	Yes/No	Margin
GNMA		
GNMA I/I-SINGLE FAMILY	Yes	105%
GNMA I/I-OTHERS-FIXED RATE	Yes	105%
GNMA I/I-OTHERS-ADJUST. RATE	Yes	105%
AGENCY MORTGAGE BACKS		
PASS THROUGH-FIXED RATE	Yes	105%
PASS THROUGH-ADJUST RATE	Yes	105%
MBS STRIPS (IO,PO,RECOMB)	Yes	105%
AGENCY REMICS/CMOS		
REMIC TYPES:		
RESIDUALS	Yes	105%
INVERSE IO FLOATERS	Yes	105%
IOETTES	Yes	105%
INTEREST ONLY (IO)	Yes	105%
PRINCIPAL ONLY (PO)	Yes	105%
INVERSE FLOATERS	Yes	105%
SUPER FLOATERS	Yes	105%
COMPANION FLOATERS	Yes	105%
SEQUENTIAL FLOATERS	Yes	105%
PAC & OTHER SCHEDULED FLOATERS	Yes	105%
Z BONDS	Yes	105%
COMPANION BONDS	Yes	105%
SEQUENTIAL BONDS	Yes	105%
TAC BONDS	Yes	105%
PAC & OTHER SCHEDULED BONDS	Yes	105%
GTC (Government Trust Certificate)	No	
SBA (Small Business Administration)	Yes	105%
SVRN (All Sovereign Debt)	No	
ACRS (Agency Credit Risk Security)	No	
MUNICIPAL BOND		
MUNICIPAL BONDS (≥BBB-,Baa3,BBB-)	Yes	110%
MUNICIPAL BONDS (≤BB+,Ba1,BB+)	No	

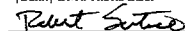
	Yes/No	Margin
PRIVATE LABEL CMOS		
≥BBB-,Baa3,BBB-	No	
≤BB+,Ba1,BB+	No	
CMOTYPES:		
RESIDUALS	No	
INVERSE IO FLOATERS	No	
IOETTES	No	
INTEREST ONLY (IO)	No	
PRINCIPAL ONLY (PO)	No	
INVERSE FLOATERS	No	
SUPER FLOATERS	No	
COMPANION FLOATERS	No	
SEQUENTIAL FLOATERS	No	
PAC & OTHER SCHEDULED FLOATERS	No	
Z BONDS	No	
COMPANION BONDS	No	
SEQUENTIAL BONDS	No	
TAC BONDS	No	
PAC & OTHER SCHEDULED BONDS	No	
ASSET BACKED SECURITIES		
ASSET BACKED SECURITIES (≥BBB-,Baa3,BBB-)	No	
ASSET BACKED SECURITIES (≤BB+,Ba1,BB+)	No	
CORPORATES		
CORPORATE BOND (≥BBB-,Baa3,BBB-)	No	
CORPORATE BOND (≤BB+,Ba1,BB+)	No	
MEDIUM-TERM NOTE (≥BBB-,Baa3,BBB-)	No	
MEDIUM-TERM NOTE (≤BB+,Ba1,BB+)	No	
MONEY MARKETS		
COMMERCIAL PAPER (≥A1/P1/F1)	No	
COMMERCIAL PAPER (≤A2/P2/F2)	No	
BANKERS ACCEPTANCE	No	
CD	No	
BANK NOTES	No	

* TRUST RECEIPTS : The eligible types are (1) GNMA Callable, (2) GNMA Remic (3) GNMA Platinum, (4) FHLMC Multifamily PC, (5) FNMA Guaranteed Mortgage Pass Through Certificates.

**EXCLUDE COUNTERPARTY SECURITIES of BMO - the Bloomberg Ultimate Parent ID of 10844

BUYER ACKNOWLEDGES AND AGREES THAT IF AN ELIGIBLE CLASS OF SECURITIES CONTAINS NEW ISSUES OF SECURITIES, SUCH NEW ISSUES ALSO SHALL BE ELIGIBLE SECURITIES.

[Bank] BMO Harris Bank



By: Robert Santore

Title: AVP

Date: 10/26/22

[Local Gov't]

By:

Title:

Date:

ACCEPTED: THE BANK OF NEW YORK MELLON

By:

Title:

Date:

**CITY OF CEDARBURG
COMMON COUNCIL
NOVEMBER 28, 2022**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, November 28, 2022, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

Mayor Michael O’Keefe called the meeting to order at 7:00 p.m. A moment of silence was observed, and the Pledge of Allegiance was recited.

Roll Call: Present - Mayor Michael O’Keefe, Council Members Jack Arnett, Kristin Burkart, Patricia Thome, Robert Simpson, Melissa Bitter, Rick Verhaalen, Mark Mueller

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Director of Engineering and Public Works Michael Wieser, Finance Director/Treasurer Kelly Livingston, interested citizens and news media.

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

PRESENTATION OF WILEAG ACCREDITATION

Wisconsin Law Enforcement Accreditation Group (WILEAG) Board Members Dr. Stan Stojkovic and Rick Balistrieri began the presentation with a brief explanation that Accreditation is a process whereby an agency is evaluated on the existence of and its compliance with prescribed standards. The WILEAG program serves (2) purposes for agencies that successfully participate:

- It provides independent verification that the agency is meeting minimum expectations in essential areas of operations and management.
- It serves as a steppingstone to full accreditation for those agencies that aspire to that level of professional excellence.

Board Member Rick Balistrieri explained that accreditation is an achievement that departments must continually work at to maintain. He further explained it is possible for a department to lose accreditation if standards are not maintained.

The Cedarburg Police Department achieved full accreditation and joins an elite group of only 47 agencies in the State of Wisconsin to achieve full accreditation.

NEW BUSINESS

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2022-19 EXTENDING THE 2-HOUR PARKING RESTRICTION DURING SCHOOL HOURS ON CLEVELAND STREET FROM 60 FEET TO 110 FEET WEST OF HARRISON AVENUE

The current City Code prohibits parking for more than 2 consecutive hours on school days between 7:00 a.m. and 3:00 p.m. on both sides of Cleveland Street west of Harrison Avenue for 60 feet to the end of the roadway. This section of Code has not been updated after Cleveland Street was extended and has been a source of confusion over the past year. Cleveland Street widens from 31 feet wide (face of curb to face of curb) to 36 feet wide at 110 feet west of Harrison Avenue. City Staff is comfortable with allowing school parking on both sides of Cleveland Street west of Harrison Avenue where the roadway is wider. Public Works & Sewerage Commission approved of extending the parking restriction.

A motion was made by Council Member Thome, seconded by Council Member Verhaalen, to approve Ordinance No. 2022-19 extending the 2-hour parking restriction during school hours on Cleveland Street from 60 feet to 110 feet west of Harrison Avenue. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-20 PROHIBITING PARKING ON THE SOUTH SIDE OF ALPINE DRIVE JUST WEST OF KEUP ROAD DURING SCHOOL DROP OFF AND PICK UP HOURS

Both sides of Alpine Drive are typically lined with parked cars during school drop-off and pick-up times. Since there are no sidewalks on Alpine Drive, children who live on Alpine Drive or get picked up/dropped off from their parents parked car, must walk in the travel lane, which poses a hazard. The problem is exacerbated in the winter months when snow is piled up on the side of the road. These signs are already in place on Thornapple Drive.

A motion was made by Council Member Burkart, seconded by Council Member Thome, to approve Ordinance No. 2022-20 prohibiting parking on the south side of Alpine Drive just west of Keup Road during school drop off and pick up hours of 8:00 a.m. - 9:00 a.m. and 3:00 p.m. - 4:00 p.m. on school days. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-21 PROHIBITING PARKING ON THE NORTH AND SOUTH SIDE OF BRIDGE ROAD FOR 40 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF ST. JOHN AVENUE

After a fatal accident occurred at the intersection of Bridge Road and St. John Avenue, residents in the area voiced their concerns about parked cars blocking the sight lines of northbound and southbound traffic at this intersection. To see the proper distance down Bridge Road drivers on St. John Avenue are forced to creep into the crosswalk. Staff is proposing to extend the no parking on the north and south side of Bridge Road from 15 feet to 40 feet east of the east right-of-way of St. John Avenue. This would help the sight lines and diminish the need to creep into the crosswalk.

A resident on this corner trimmed a rather large shrub on the property which greatly helped with traffic visibility.

A discussion ensued about the ramifications of changing City ordinances for every complaint received.

A motion was made by Council Member Burkart, seconded by Council Member Thome to approve Ordinance No. 2022-21 prohibiting parking on the north and south side of Bridge Road for 40 feet east of the east right-of-way line of St. John Avenue. Motion carried with five (5) votes in favor and two (2) against.

DISCUSSION AND POSSIBLE ACTION ON PROPOSAL FROM VISU-SEWER FOR SEWER LINING ON STREETS INCLUDED IN THE 2023 STREET AND UTILITY PROJECT

Water Recycling Center Superintendent Dennis Grulkowski explained to the Council the need for work to be performed by Visu-Sewer which includes adding a 1,301-foot lining to an 8” sanitary sewer pipe and eight (8) sanitary sewer manholes which will extend the life of the pipes by preventing leakages.

Visu-Sewer’s total bid came in at a total of \$69,070. This work would take place on Woodland Road and Garfield Street and would be separate from the Street and Utility project. Grulkowski further explained that \$40,000 of this work has been budgeted for but the remaining \$29,070 must come from the Collection System Replacement Fund.

A motion was made by Council Member Verhaalen, seconded by Council Member Thome, to approve the Visu-Sewer Proposal including the additional \$29,070 to be taken from the Collection System Replacement Fund for the balance. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-22 LEVYING PROPERTY TAXES ON THE GENERAL, DEBT SERVICE, SPECIAL REVENUE, AND CAPITAL IMPROVEMENT FUNDS FOR FISCAL YEAR 2023

Administrator Hilvo explained last year’s tax rate was \$18.42 (per thousand) and this year it dropped to \$13.91 (per thousand). He further explained a City-wide revaluation took place which increased home values in the City. The City’s portion of the tax levy increased by \$221,497, the School District’s levy increased by \$280,300, Ozaukee County’s levy increased by \$219,628 and MATC’s levy increased by \$69,111. Due to the increases, tax bills will be higher this year over last year. The ordinances represent the final approval of the City’s Budget. There have been no changes to the budget since the Public Hearing which took place on November 14, 2022.

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve Ordinance No. 2022-22 levying property taxes on the General, Debt Service, Special Revenue and Capital Improvement Funds for fiscal year 2023. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-23 APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF CEDARBURG FOR FISCAL YEAR 2023

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve Ordinance No. 2022-23 appropriating the necessary funds for the operation of the Government and Administration of the City of Cedarburg for fiscal year 2023. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-24 APPROPRIATING THE NECESSARY FUNDS FOR THE 2023 CAPITAL IMPROVEMENT BUDGET

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve Ordinance No. 2022-24 appropriating the necessary funds for the 2023 Capital Improvement Budget. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-25 ESTABLISHING THE USER FEE SCHEDULE AND APPROPRIATING THE NECESSARY FUNDS FOR THE SEWERAGE FUND FOR THE OPERATION OF THE WATER RECYCLING CENTER FOR FISCAL YEAR 2023

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve Ordinance No. 2022-25 establishing the user fee schedule and appropriating the necessary funds for the Sewerage Fund for the operation of the Water Recycling Center for fiscal year 2023. Motion carried without a negative vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2022-26 APPROPRIATING THE NECESSARY FUND FOR THE OPERATION OF THE SPECIAL REVENUE FUNDS AND ADOPTING THE INDICATED BUDGETS FOR FISCAL YEAR 2023

A motion was made by Council Member Arnett, seconded by Council Member Simpson, to approve Ordinance No. 2022-26 appropriating the necessary funds for the operation of the Special Revenue Funds and adopting the indicated budgets for fiscal year 2023. Motion carried without a negative vote.

UPDATE ON REMEDIATION OF AMCAST PROPERTY

Administrator Hilvo provided the Council with an update on the remediation of the Amcast Property. He began with a history of the Amcast site and a timeline dating back to 2009. The City will be meeting with the DNR, EPA and multiple attorneys to review the site plan.

A Tax Incremental Finance District typically undergoes an audit when the project is 30% complete and again at 100% completion. Baker Tilly conducted the 30% audit of the Amcast site in 2019.

The Council expressed concerns about the general maintenance of the property and requested the Community Development Authority have more oversight for the remainder of the project.

CONSENT AGENDA:

A motion was made by Council Member Simpson, seconded by Council Member Burkart, to approve the following consent agenda items. Attorney Herbrand pointed out one correction to the October 24, 2022 minutes: Attorney Woodward was present for that meeting and not Attorney Herbrand. Motion carried without a negative vote.

- October 24, 2022 and November 14, 2022 Common Council Meeting Minutes
- New and Renewal 2022-2023 Operator Licenses for period ending June 30, 2023 for Lowell G. McKay
- Payment of Bills dated 11/11/2022 through 11/18/2022, Transfers for the period 11/10/2022

through 11/18/2022, and Payroll for period 10/30/2022 through 11/12/2022

ADMINISTRATOR’S REPORT

Administrator Hilvo invited Water Recycling Superintendent Grulkowski to provide a short update on a pilot program taking place at the Water Recycling Center. He invited Council Members to stop at the Water Recycling Center to view the pilot program which includes sludge hauling as a way to reduce the diesel surcharges that are incurred.

POLICE DEPARTMENT – 2021 ANNUAL REPORT

Police Chief McNerney gave the 2021 Annual Report to the Council. He explained the mission statement as well as goals and objectives of the Department. He also provided an update on current personnel, chain of command, and years of service. Also included in the report were the commendations, retirements, and promotions for the 2021 year. The report included many crime statistics as well as incident, arrest, and traffic statistics from the year. The report concluded with a summary of adult and juvenile court cases and an officer training summary.

COMMENTS AND SUGGESTIONS FROM CITIZENS – None

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Arnett commented on a Letter to the Editor in the News Graphic from a gentleman thanking the DPW staff for assistance with leaf removal at his residence.

MAYOR’S REPORT - None

ADJOURNMENT

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to adjourn the meeting at 9:07 p.m. Motion carried without a negative vote.

Tracie Sette
City Clerk

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/23/2022	PWBDD	42231#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	45.97
				REPAIR AND MAINTENANCE	500240	555510	25.19
				REPAIR AND MAINTENANCE	500240	555510	3.59
				REPAIR AND MAINTENANCE	500240	555510	10.04
				REPAIR AND MAINTENANCE	500240	555510	25.18
				CHECK PWBDD 42231 TOTAL FOR FUND 100:			109.97
11/23/2022	PWBDD	42232	BRAUN TK ELEVATOR	REPAIR AND MAINTENANCE	500240	518100	247.59
11/23/2022	PWBDD	42233	BUILDERS HARDWARE & HOLLOW	REPAIR AND MAINTENANCE	500240	518100	193.00
11/23/2022	PWBDD	42234	C & M PRESENTS	OTHER EXPENSES	500390	555140	4,524.00
11/23/2022	PWBDD	42235*#	CHARTER COMMUNICATIONS	ACCTS REC - FIRE DEPARTMENT	136100	000000	237.27
				TELEPHONE/COMMUNICATIONS	500225	513100	7.60
				TELEPHONE/COMMUNICATIONS	500225	513200	7.60
				TELEPHONE/COMMUNICATIONS	500225	514100	38.00
				INTERNET	500220	514700	1,101.17
				TELEPHONE/COMMUNICATIONS	500225	515400	15.20
				TELEPHONE/COMMUNICATIONS	500225	515600	22.80
				TELEPHONE/COMMUNICATIONS	500225	518100	63.44
				TELEPHONE/COMMUNICATIONS	500225	522230	15.23
				TELEPHONE/COMMUNICATIONS	500225	522310	15.20
				INTERNET	500220	522410	139.98
				TELEPHONE/COMMUNICATIONS	500225	522410	22.80
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	163.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.20
				INTERNET	500220	555510	163.98
				INTERNET	500220	555510	107.98
				INTERNET	500220	555510	127.97
				TELEPHONE/COMMUNICATIONS	500225	566310	15.20
				CHECK PWBDD 42235 TOTAL FOR FUND 100:			2,334.00
11/23/2022	PWBDD	42236	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	120.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/23/2022	PWBDD	42237	COLUMBIA ST MARY'S INC	OTHER EXPENSES	500390	522120	222.00
11/23/2022	PWBDD	42238	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	12.79
11/23/2022	PWBDD	42241	EGELHOFF LAWMOWER SERVICE	REPAIR AND MAINTENANCE	500240	555510	119.94
11/23/2022	PWBDD	42242	ENGINEERED SECURITY SOLUTIONS	REPAIR AND MAINTENANCE	500240	533730	862.95
11/23/2022	PWBDD	42243	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	115.16
11/23/2022	PWBDD	42244	FORWARD TS	EQUIPMENT OUTLAY	500385	514700	9.47
11/23/2022	PWBDD	42245	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	832.00
11/23/2022	PWBDD	42246	INTERNATIONAL AG LABS, INC.	REPAIR AND MAINTENANCE	500240	555510	60.00
11/23/2022	PWBDD	42248	JM BRENNAN, INC.	REPAIR AND MAINTENANCE	500240	518100	1,902.57
11/23/2022	PWBDD	42249	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	67.83
				MAINTENANCE PARTS	500353	533210	130.60
				CHECK PWBDD 42249 TOTAL FOR FUND 100:			198.43
11/23/2022	PWBDD	42250	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	43.39
				MAINTENANCE PARTS	500353	533210	5.33
				MAINTENANCE PARTS	500353	533210	129.04
				MAINTENANCE PARTS	500353	533210	102.35
				MAINTENANCE PARTS	500353	533210	10.94
				MAINTENANCE PARTS	500353	533210	3.65
				CHECK PWBDD 42250 TOTAL FOR FUND 100:			294.70
11/23/2022	PWBDD	42251	NEWMAN CHEVROLET	REPAIR AND MAINTENANCE	500240	522120	685.40
11/23/2022	PWBDD	42252	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	514200	63.04
11/23/2022	PWBDD	42254	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	690.00
				PROFESSIONAL SERVICES	500210	514700	380.00
				CHECK PWBDD 42254 TOTAL FOR FUND 100:			1,070.00
11/23/2022	PWBDD	42256	OWEN'S OFFICE SUPPLIES	OFFICE SUPPLIES	500310	555510	39.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/23/2022	PWBDD	42257	RICOH USA, INC.	OFFICE SUPPLIES	500310	522110	209.41
11/23/2022	PWBDD	42258	RK CONSTRUCTION & INSPECTION,	PROFESSIONAL SERVICES	500210	522310	5,280.00
11/23/2022	PWBDD	42261	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	777.28
11/23/2022	PWBDD	42263	SHERRILL, INC	REPAIR AND MAINTENANCE	500240	555510	313.94
11/23/2022	PWBDD	42264	STREICHER'S POLICE EQUIPMENT	EQUIPMENT/CAPITAL OUTLAY	500380	522120	2,419.00
11/23/2022	PWBDD	42265	THEODORE POLYGRAPH SERVICES	ATTORNEY/CONSULTANT	500212	522110	1,200.00
11/23/2022	PWBDD	42266	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00
11/23/2022	PWBDD	42267	TRANSUNION RISK AND ALTERNATIVE	TELEPHONE/COMMUNICATIONS	500225	522110	75.00
11/23/2022	PWBDD	42268	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
11/23/2022	PWBDD	42269*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	24.65
				NATURAL GAS-0713912926-00001	500224	518100	334.12
				NATURAL GAS-0713912926-00006	500224	518100	201.17
				NATURAL GAS-0711276804-00002	500224	522100	655.21
				NATURAL GAS-0711276804-00001	500224	522100	9.57
				NATURAL GAS-0713912926-00003	500224	522230	505.75
				NATURAL GAS-0713912926-00008	500224	522230	347.29
				NATURAL GAS-0713912926-00004	500224	522410	8.39
				NATURAL GAS-0713912926-00009	500224	533210	175.89
				NATURAL GAS-0707973696-00001	500224	555510	31.29
				NATURAL GAS-0719886467-00001	500224	555510	114.61
				CHECK PWBDD 42269 TOTAL FOR FUND 100:			2,407.94
11/23/2022	PWBDD	42270	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	112.00
11/23/2022	PWBDD	42272#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	42,416.64
				MAINT/CONTRACTED SERVICES	500290	533730	21,783.98
				CHECK PWBDD 42272 TOTAL FOR FUND 100:			64,200.62
12/02/2022	PWBDD	42273	A CEDARBURG CHRISTMAS	OTHER EXPENSES	500390	555140	25.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/02/2022	PWBDD	42275*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.64
				TELEPHONE/COMMUNICATIONS	500225	522110	100.69
				TELEPHONE/COMMUNICATIONS	500225	522230	90.72
				TELEPHONE/COMMUNICATIONS	500225	533210	87.53
				CHECK PWBDD 42275 TOTAL FOR FUND 100:			373.58
12/02/2022	PWBDD	42276#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,063.19
				TELEPHONE/COMMUNICATIONS	500225	522410	115.95
				CHECK PWBDD 42276 TOTAL FOR FUND 100:			1,179.14
12/02/2022	PWBDD	42277	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	533110	48.00
12/02/2022	PWBDD	42281*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	518100	10.15
				OFFICE SUPPLIES	500310	522310	6.74
				OPERATING SUPPLIES	500350	533210	50.35
				REPAIR AND MAINTENANCE	500240	555510	25.30
				REPAIR AND MAINTENANCE	500240	555510	11.75
				CHECK PWBDD 42281 TOTAL FOR FUND 100:			104.29
12/02/2022	PWBDD	42282	BLOCH HEATING & AIR CONDITIONI	MAINT/CONTRACTED SERVICES	500290	522410	237.95
12/02/2022	PWBDD	42283	CALLAHAN BLUM, ERIN	PROFESSIONAL SERVICES - NOV WATRCLR	500210	555140	285.60
12/02/2022	PWBDD	42284	CEDARBURG FIRE DEPARTMENT	DUE TO FIRE DEPARTMENT	251200	000000	1,305.00
12/02/2022	PWBDD	42286	CEDARBURG POLICE ASSOCIATION	LONGEVITY	500159	522120	8,667.75
12/02/2022	PWBDD	42287#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	49.99
				TELEPHONE/COMMUNICATIONS	500225	522110	434.00
				CHECK PWBDD 42287 TOTAL FOR FUND 100:			483.99
12/02/2022	PWBDD	42289	COMPASS MINERALS AMERICA, INC	ROAD SALT	500450	533450	21,278.62
12/02/2022	PWBDD	42290#	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	29.80
				OPERATING SUPPLIES	500350	518100	31.80
				OPERATING SUPPLIES	500350	518100	10.17
				CHECK PWBDD 42290 TOTAL FOR FUND 100:			71.77

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/02/2022	PWBDD	42291	CONLEY MEDIA, LLC	LEGAL PUBLICATIONS	500325	514100	219.15
12/02/2022	PWBDD	42292	DIESEL LAPTOPS, LLC	EQUIPMENT/CAPITAL OUTLAY	500380	533450	1,895.00
12/02/2022	PWBDD	42293	ELIZABETH ROLLAND	PROFESSIONAL SERVICES	500210	555140	28.00
				PROFESSIONAL SERVICES - TAIJI NOVEMBR	500210	555140	242.40
				CHECK PWBDD 42293 TOTAL FOR FUND 100:			270.40
12/02/2022	PWBDD	42294	ENGINEERED SECURITY SOLUTIONS	REPAIR AND MAINTENANCE	500240	533730	480.00
12/02/2022	PWBDD	42295	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	298.32
12/02/2022	PWBDD	42296	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	6.80
				MAINTENANCE PARTS	500353	533210	171.24
				CHECK PWBDD 42296 TOTAL FOR FUND 100:			178.04
12/02/2022	PWBDD	42300	GOLDFISH UNIFORMS	UNIFORMS	500346	522410	130.85
12/02/2022	PWBDD	42301	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	518100	30.58
12/02/2022	PWBDD	42303	JERRY B WOLFE PHD	ATTORNEY/CONSULTANT	500212	522110	2,400.00
12/02/2022	PWBDD	42304	JOEL NIESKES	AWARDS, SUPPLIES	500343	519200	100.00
12/02/2022	PWBDD	42305	JONATHAN CENSKY	PROFESSIONAL SERVICES	500210	566310	6,079.06
12/02/2022	PWBDD	42306	KOPKA PINKUS DOLIN PC	ATTORNEY/CONSULTANT	500212	522110	798.00
12/02/2022	PWBDD	42308	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	38.84
				MAINTENANCE PARTS	500353	533210	5.78
				MAINTENANCE PARTS	500353	533210	83.78
				MAINTENANCE PARTS	500353	533210	26.02
				MAINTENANCE PARTS	500353	533210	24.13
				MAINTENANCE PARTS	500353	533210	66.19
				CHECK PWBDD 42308 TOTAL FOR FUND 100:			244.74
12/02/2022	PWBDD	42311*#	OLSEN'S PIGGLY WIGGLY	OFFICE SUPPLIES	500310	514200	35.04
12/02/2022	PWBDD	42312	OZAUKEE COUNTY CLERK	COURT PENALTIES & COSTS	451101	000000	500.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/02/2022	PWBDD	42314	PATTI MALLIET	PUBLIC WORKS FEES	463101	000000	40.00
12/02/2022	PWBDD	42316	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	55.00
12/02/2022	PWBDD	42317	SARA HAAS	PUBLIC WORKS FEES	463101	000000	40.00
12/02/2022	PWBDD	42319	SHERWIN INDUSTRIES, INC.	REPAIR AND MAINTENANCE	500240	533311	2,200.00
12/02/2022	PWBDD	42320	SHORT ELLIOTT HENDRICKSON INC	PROFESSIONAL SERVICES	500210	533110	1,119.14
				PROFESSIONAL SERVICES	500210	533110	830.69
				CHECK PWBDD 42320 TOTAL FOR FUND 100:			1,949.83
12/02/2022	PWBDD	42321	STATE CHEMICAL SOLUTIONS	MAINTENANCE PARTS	500353	533210	323.62
12/02/2022	PWBDD	42322	STUMP GRINDING 4 LESS, LLC	STUMP GRINDING LISTS #9 AND #10	500290	555510	8,043.40
12/02/2022	PWBDD	42324	TAKAKO WILLDEN	PROFESSIONAL SERVICES - NOV CHAIR YOGA	500210	555140	56.00
12/02/2022	PWBDD	42326	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
12/02/2022	PWBDD	42327#	WAYSIDE NURSERIES, INC.	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	1,196.00
				TREES AND SUPPLIES	500341	555510	2,673.00
				CHECK PWBDD 42327 TOTAL FOR FUND 100:			3,869.00
12/02/2022	PWBDD	42328	WISCONSIN HUMANE SOCIETY	ANIMAL POUND	500213	522110	150.00
				Total for fund 100 GENERAL FUND			155,622.86
Fund: 220 RECREATION PROGRAMS FUND							
11/23/2022	PWBDD	42235*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
11/23/2022	PWBDD	42262	SHEBOYGAN FALLS HIGH SCHOOL	POMS EXPENSES	500394	555390	920.00
				Total for fund 220 RECREATION PROGRAMS FUND			950.50
Fund: 221 FUEL SYSTEM - WASH BAY							
12/02/2022	PWBDD	42315	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	4,890.00
				FUEL INVENTORY	161500	000000	3,003.45
				CHECK PWBDD 42315 TOTAL FOR FUND 221:			7,893.45
				Total for fund 221 FUEL SYSTEM - WASH BAY			7,893.45

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 240 SWIMMING POOL FUND							
11/23/2022	PWBDD	42235*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	139.98
				TELEPHONE/COMMUNICATIONS	500225	555320	41.45
				CHECK PWBDD 42235 TOTAL FOR FUND 240:			181.43
11/23/2022	PWBDD	42269*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	9.57
				NATURAL GAS-0719900042-00001	500224	555320	24.65
				CHECK PWBDD 42269 TOTAL FOR FUND 240:			34.22
				Total for fund 240 SWIMMING POOL FUND			215.65
Fund: 260 LIBRARY FUND							
11/23/2022	PWBDD	42229	AMAZON CAPITOL SERVICES	PROGRAM SUPPLIES	500308	555110	281.00
				OFFICE SUPPLIES	500310	555110	92.75
				OFFICE SUPPLIES	500310	555110	41.17
				DONATION EXPENDITURES	500322	555110	138.39
				DONATION EXPENDITURES	500322	555110	36.53
				DONATION EXPENDITURES	500322	555110	86.30
				CHECK PWBDD 42229 TOTAL FOR FUND 260:			676.14
11/23/2022	PWBDD	42230	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	451.58
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	56.67
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	163.86
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	411.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	30.48
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	141.06
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	353.19
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	310.55
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	318.47
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	351.97
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	428.90
				DONATION EXPENDITURES	500322	555110	65.00
				DONATION EXPENDITURES	500322	555110	33.00
				DONATION EXPENDITURES	500322	555110	50.00
				DONATION EXPENDITURES	500322	555110	50.00
				CHECK PWBDD 42230 TOTAL FOR FUND 260:			3,215.73

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
11/23/2022	PWBDD	42235*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	182.96
11/23/2022	PWBDD	42239	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	148.49
11/23/2022	PWBDD	42240	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	500290	555110	746.00
11/23/2022	PWBDD	42247	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	951.90
11/23/2022	PWBDD	42255	ORKIN COMMERCIAL SERVICES	MAINT/CONTRACTED SERVICES	500290	555110	85.00
11/23/2022	PWBDD	42269*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	450.85
12/02/2022	PWBDD	42274	A TO Z REFRIGERATION & HVAC, I	MAINT/CONTRACTED SERVICES	500290	555110	3,665.00
12/02/2022	PWBDD	42275*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
12/02/2022	PWBDD	42279	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	38.83
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	6.06
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	28.32
				CHECK PWBDD 42279 TOTAL FOR FUND 260:			73.21
12/02/2022	PWBDD	42297	FINDAWAY	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	62.09
12/02/2022	PWBDD	42299	GLOBAL WATER TECHNOLOGY, INC.	MAINT/CONTRACTED SERVICES	500290	555110	100.00
12/02/2022	PWBDD	42302	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	951.90
12/02/2022	PWBDD	42309	NASSCO, INC.	OFFICE SUPPLIES	500310	555110	399.28
12/02/2022	PWBDD	42311*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	26.95
12/02/2022	PWBDD	42318	SENTIMENTAL PRODUCTIONS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	160.00
				Total for fund 260 LIBRARY FUND			12,025.96
Fund: 400 CAPITAL IMPROVEMENTS FUND							
11/23/2022	PWBDD	42260	SAFE STEP	SIDEWALK REPLACEMENTS-CAPITAL	500899	533311	4,732.66
12/02/2022	PWBDD	42280	BARTH MUDJACKING LLC	SIDEWALK REPLACEMENTS-CAPITAL	500899	533311	795.00
12/02/2022	PWBDD	42307	KORFF PLUMBING LLC	LEAD PIPE REPLACEMENTS	500875	533750	167,327.28

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 400 CAPITAL IMPROVEMENTS FUND							
12/02/2022	PWBDD	42325	TOWN OF CEDARBURG	STREET IMPROVEMENTS	500854	533311	116,534.18
Total for fund 400 CAPITAL IMPROVEMENTS FUND							289,389.12
Fund: 601 WATER RECYCLING CENTER							
11/23/2022	PWBDD	42235*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	139.98
				TELEPHONE/COMMUNICATIONS	500225	573825	62.00
CHECK PWBDD 42235 TOTAL FOR FUND 601:							201.98
11/23/2022	PWBDD	42253	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	15.70
11/23/2022	PWBDD	42259	RUEKERT-MIELKE, INC.	COMPUTER/COPIER SUPPLIES	500312	573825	1,588.25
11/23/2022	PWBDD	42269*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	17.20
				NATURAL GAS-0712590709-00001	500224	573825	302.08
				NATURAL GAS-0713182701-00001	500224	573825	24.35
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	18.33
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	10.55
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	11.30
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	10.55
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	13.05
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	13.21
CHECK PWBDD 42269 TOTAL FOR FUND 601:							420.62
11/23/2022	PWBDD	42271	WISCONSIN STATE LAB OF HYGIENE	STATE OF WI FEES	500323	573850	1,154.00
12/02/2022	PWBDD	42275*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
12/02/2022	PWBDD	42278	BADGER STATE WASTE, LLC	SLUDGE HAULING	500294	573825	21,210.00
12/02/2022	PWBDD	42281*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	8.44
12/02/2022	PWBDD	42285	CEDARBURG LIGHT & WATER	ELECTRIC	500222	573825	11,960.12
12/02/2022	PWBDD	42288	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	248.55
				SAFETY EQUIPMENT	500372	573825	112.11
				SAFETY EQUIPMENT	500372	573825	112.11

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Fund: 601 WATER RECYCLING CENTER				CHECK PWBDD 42288 TOTAL FOR FUND 601:			472.77
12/02/2022	PWBDD	42298	FOND DU LAC COUNTY LWCD	WRC ADAPTIVE MANAGEMENT	500383	573835	533.28
12/02/2022	PWBDD	42310	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	657.18
12/02/2022	PWBDD	42313	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
12/02/2022	PWBDD	42323	SYMBIONT	2022 GIS SUPPORT & TECHNICAL SERVICES	500210	573850	170.00
				ENGINEERING	500215	573850	450.00
				CHECK PWBDD 42323 TOTAL FOR FUND 601:			620.00
				Total for fund 601 WATER RECYCLING CENTER			40,489.55
			TOTAL - ALL FUNDS				506,587.09

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

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

CITY OF CEDARBURG
TRANSFER LIST
11/19/22-12/06/22

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
11/30/2022	\$84,448.07	WRS-October remittance
12/1/2022	\$96,974.24	WPS-December health insurance premiums
12/1/2022	\$6,591.21	Delta Dental-December dental insurance premiums
12/5/2022	\$6,410.50	Health Savings Accounts-contributions for 11/13/22-11/26/22
12/5/2022	\$1,301.91	ICMA-contributions for 11/13/22-11/26/22
12/5/2022	\$4,744.70	North Shore Bank-contributions for 11/13/22-11/26/22
12/5/2022	\$495.00	Police Union-contributions for 11/13/22-11/26/22
12/5/2022	\$346.15	State of Wisconsin-child support for 11/13/22-11/26/22
12/5/2022	\$662.30	Wis Deferred Comp-contributions for 11/13/22-11/26/22
	<u>\$201,974.08</u>	
PWSB PAYROLL CHECKING ACCOUNT		
12/2/2022	\$165,773.69	Payroll for 11/13/22-11/26/22
12/2/2022	\$66,104.34	Payroll taxes for 11/13/22-11/26/22
	<u>\$231,878.03</u>	
PWSB MONEY MARKET ACCOUNT		
12/1/2022	\$200,000.00	PWSB Payroll



City of Cedarburg

Staff Report

December 8, 2022

Department News

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

Engineering & Public Works— The Fox Run/Hanover Road project will begin next year.

Public Works is finishing leaf pick up and transitioning to winter duties. The Department attended training on reducing salt usage and the trucks will be calibrated accordingly. Snowplowing will involve new positions and new routes this season.

The Forestry crew will be working on tree pruning, removals, and preconstruction work. Terry Masse's last day with the City will be December 21.

Water Recycling— The Orege System Pilot project (sludge drying process) is underway.

Library—The Library will be closed tomorrow, December 9, for a staff in-service.

Treasurer—The preliminary audit was done on Wednesday and Thursday this week. The tax statements were mailed on Friday, December 2, 2022.

Senior Center— The Senior Center Craft Fair was a success last weekend with over 850 people attending.

Fire Department—Due to the high demand for service, the Department is requesting a change to the Fire Code by Ordinance to reduce the number of Fire Inspections from two-times per year to one-time per year. This will also help with faster reinspection times and follow-through enforcement.

Parks, Recreation & Forestry— The Polar Express was a success with over 400 participants this past weekend. The Annual Santa Dash will be held on Saturday, December 10. Toddler playtime started this week on Mondays and Wednesdays at the Community Gym and runs through March 29, 2023.

Building Inspection—Inspections have slowed down slightly. The controls for the City Hall doors were installed on December 5. Phase 2 of Fairway Village has begun.

Light & Water— The Utility is working on end-of-year financials and inventory.

Respectfully submitted,
City Staff

CITY OF CEDARBURG

MEETING DATE: December 12, 2022

ITEM NO: 9.B.

TITLE: City Clerk Election Audit Report

ISSUE SUMMARY: Voting equipment used in Wisconsin Elections is required to be audited after every General Election (November Election) to ensure the accuracy of the tabulation equipment used during that election. In the past, the Wisconsin Elections Commission (WEC) requested the random audit of 5% of the reporting units in the State. This year, WEC chose to audit 10% of the reporting units state-wide. In Ozaukee County, one reporting unit was selected from the Village of Grafton, City of Mequon, City of Port Washington, and the City of Cedarburg. Ward 5 was chosen to be audited for the City of Cedarburg with WEC selecting four (4) of the contests on the ballot.

Four (4) Election Inspectors spent approximately four (4) hours at City Hall hand counting the votes on each individual ballot for Ward 5. At the end, the hand counted results were compared with the tape results (print out from the machine at the end of Election Day). The hand counted results were found to match exactly to the results from Election night. In summary, the Dominion machines are extremely reliable tabulators for conducting elections.

STAFF RECOMMENDATION: n/a

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: The Wisconsin Elections Commission reimbursed municipalities for conducting the audit. The cost of the audit was less than the reimbursement, so it made a positive impact to the elections budget.

ATTACHMENTS: n/a

INITIATED/REQUESTED BY: Tracie Sette, City Clerk

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

2022 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Erosion Control	5	7	10	5	10	3	7	5	4	2	1		59
Coops							1						1
Single Family	2	6	6	4	6	3	5	5	3	2	1		43
Duplex	2	2	4	2	4		2		2				18
Assessory Building			1	5	2	3	2	2	2	2			19
Addition/Alteration	12	13	20	17	12	11	12	15	13	13	9		147
Commerical New Constructio						1			2		1		4
Commercial Additions/Alterati	2	2	2	1		3			1		2		13
Pools		1											1
Razing					2					1	1		4
Heat/Vent	25	22	20	24	23	31	30	29	58	20	22		304
Signs	2	4		1	2	1	1	2	1	2			16
Plumbing	27	38	33	32	47	148	29	29	102	29	29		543
Electrical	43	35	40	33	51	148	47	38	46	23	72		576
Occupancy	2	5	7	6	7	9	8	9	8	13	11		85
TOTAL VALUE TO CITY	1,718,400	2,834,155	4,417,851	3,291,371	3,847,840	2,724,061	2,693,012	2,435,457	1,817,809	1,719,193	2,807,512		30,306,661
INSPECTIONS													
Jeff Thoma						88	179	297	213	294	207		1278
JOE JACOBS	1	3		2	2	6	1	3	1	1			20
MICHAEL BAIER	106	198	174	206	215	14					3		916
ROGER KISON						122	50	23	17	26	4		242

2022 Year In Review

prepared for
City of Cedarburg, Ozaukee County

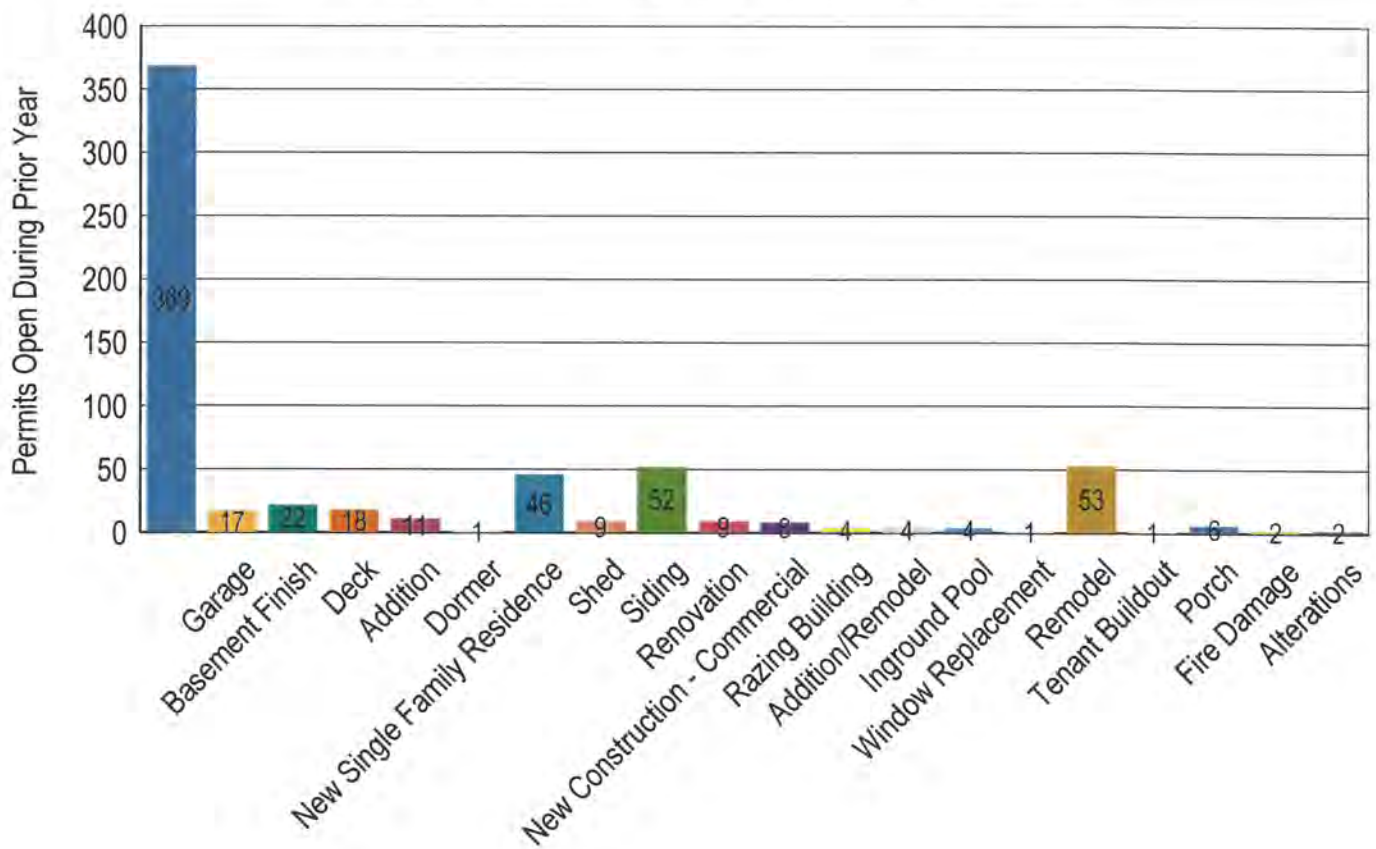
prepared by
**City Of Cedarburg
Assessor's Office, PO Box 49
Cedarburg, WI 53012
(262)375-7608**

date prepared
November 01, 2022

Summary of Work Done

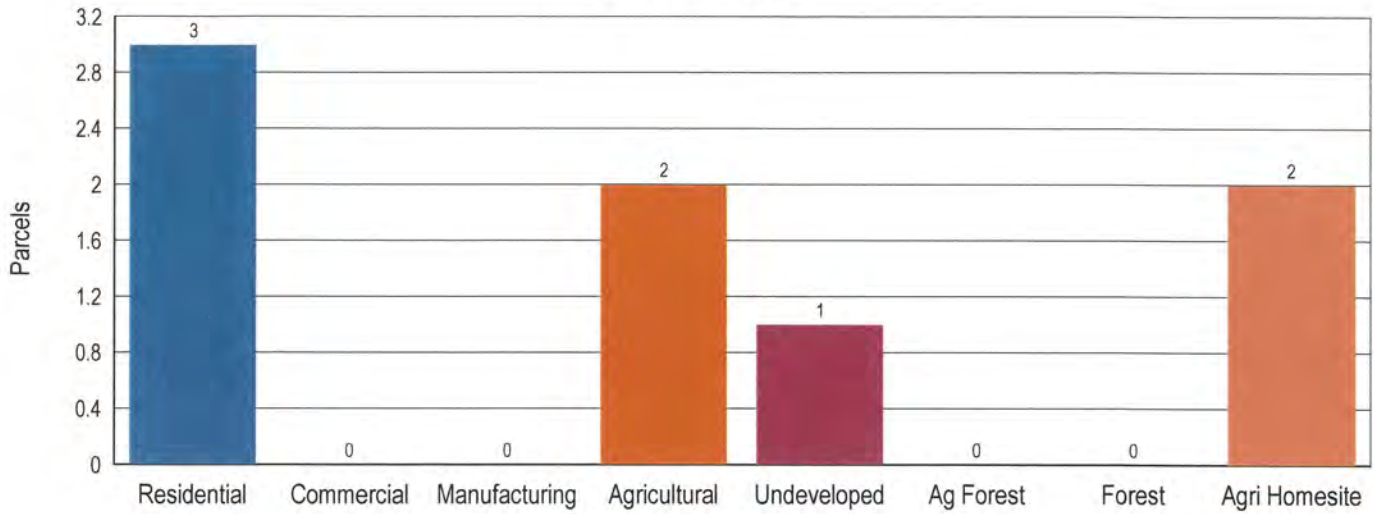
Action Item	# of Times Completed
Other onsite visit	24
Letter sent	4,968
In Office Review	124
Open book appointment	167
Board of review case	7
Respond to taxpayer email	1
Review RFPR	1
Full inspection	22
Building permits fielded	639
Properties split	4
Property values changed	4,321
Sales entered/validated	223

Building Permit Activity that Affected Property Values

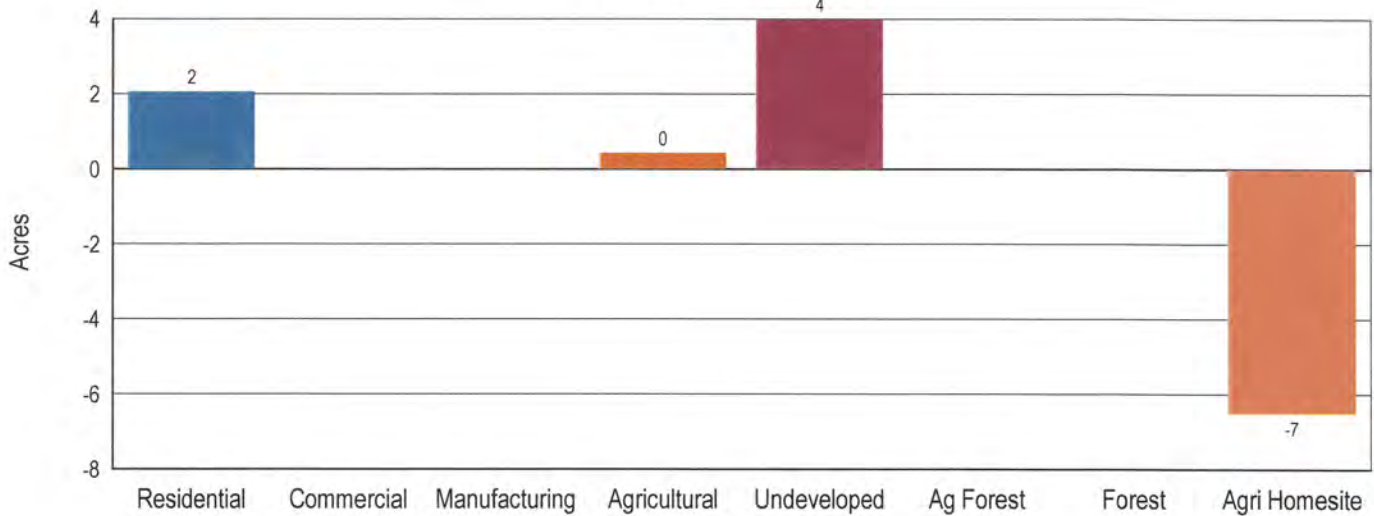


Shifts in Classification

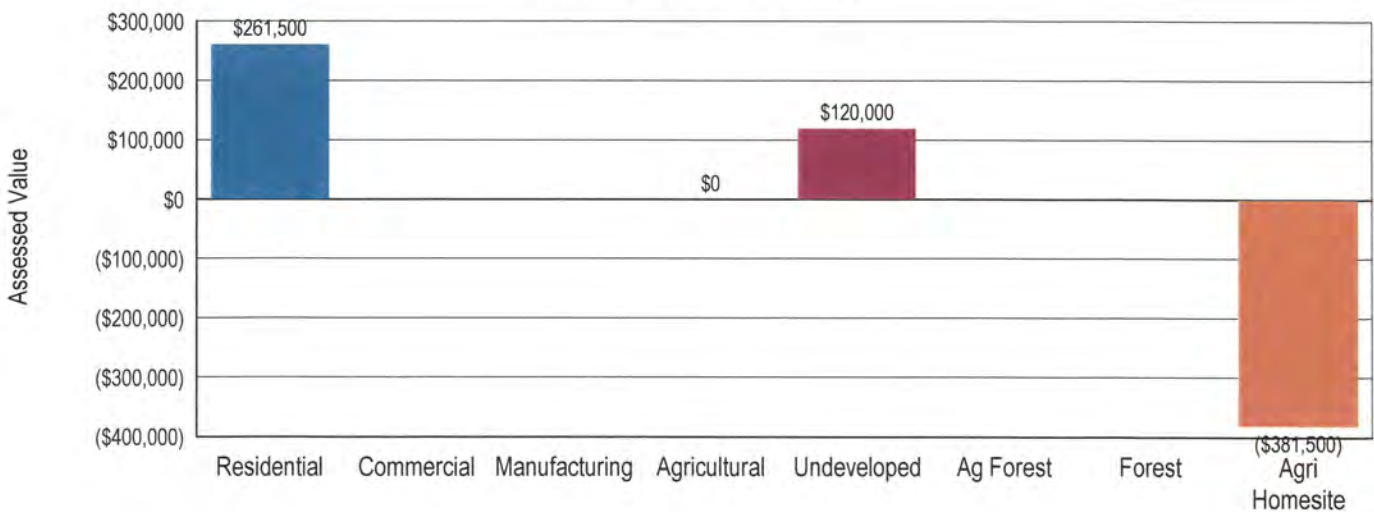
Parcels Affected



Acres Transferred

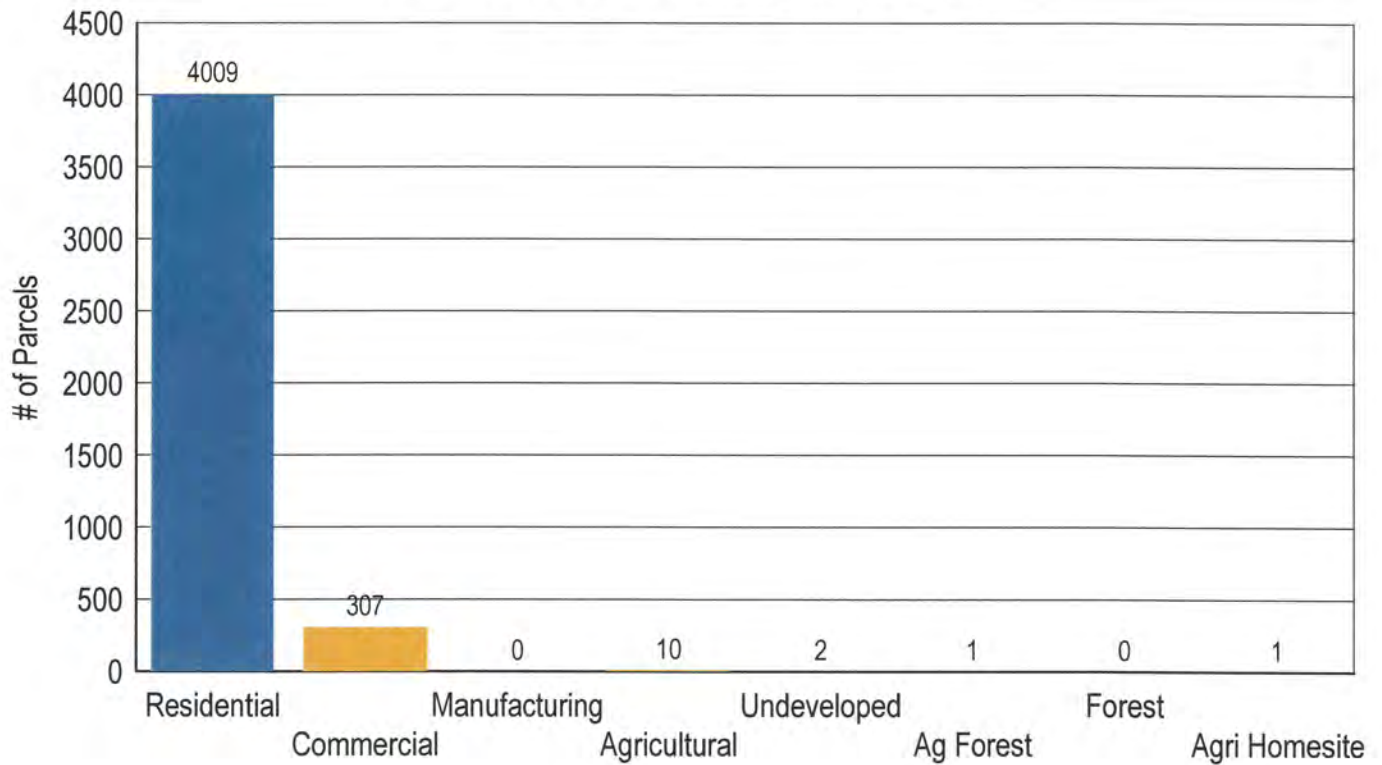


Assessed Value Transferred

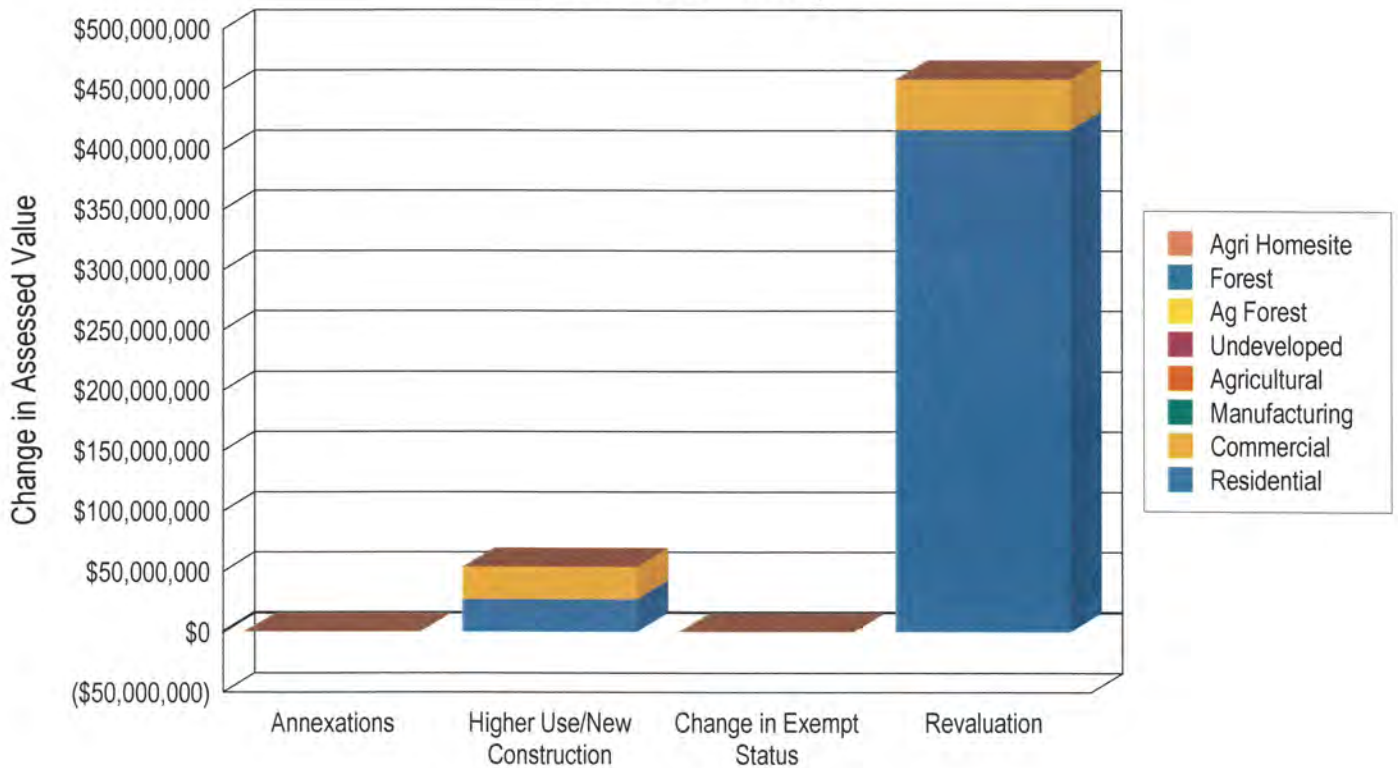


Changes in Assessed Value

Number of Parcels Whose Value Changed

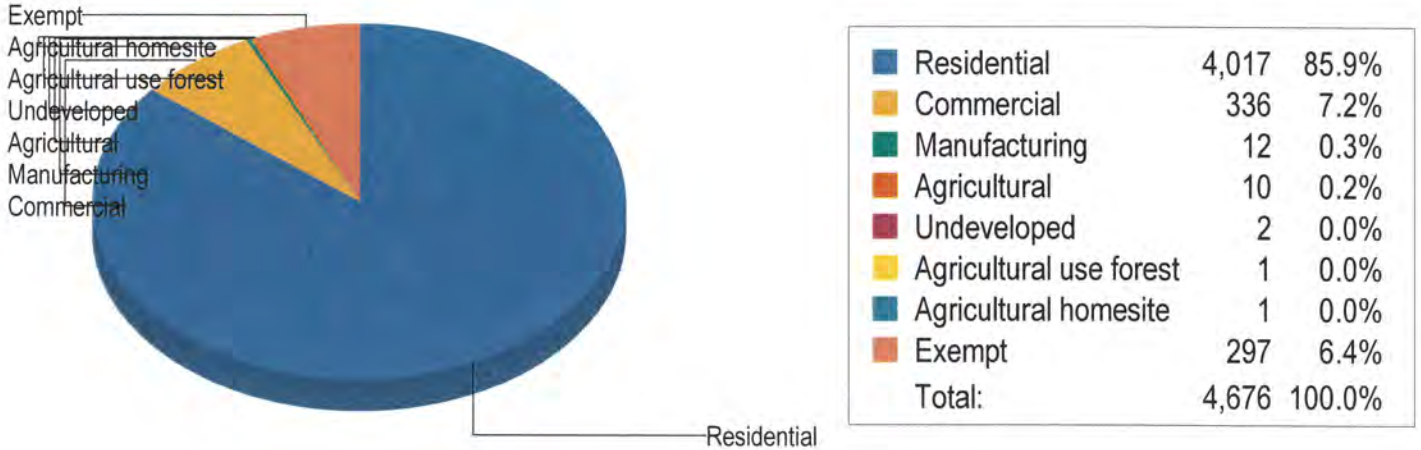


Reasons For Change



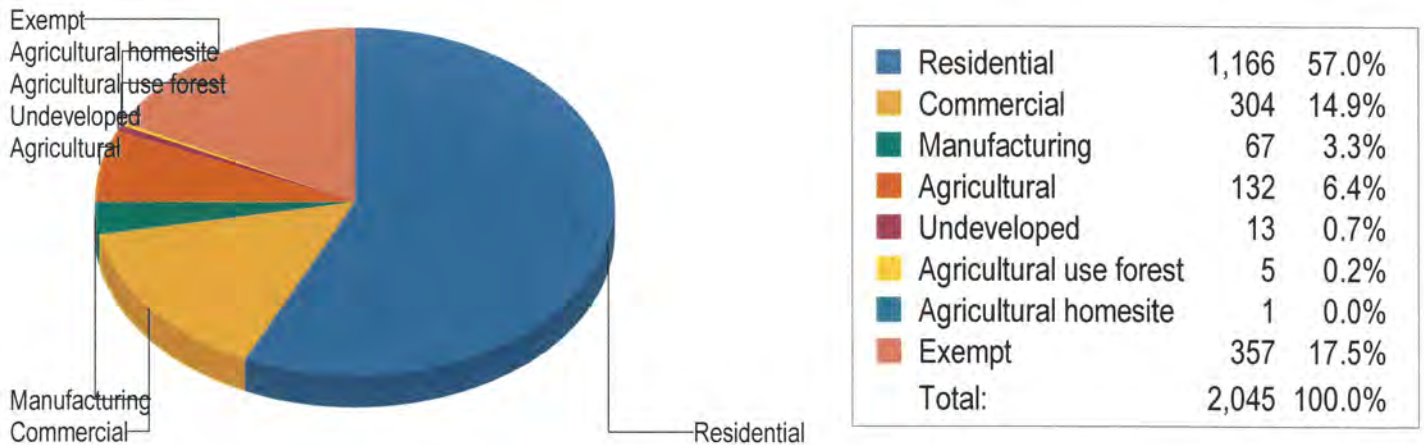
Summary of all Real Estate

Parcel Counts

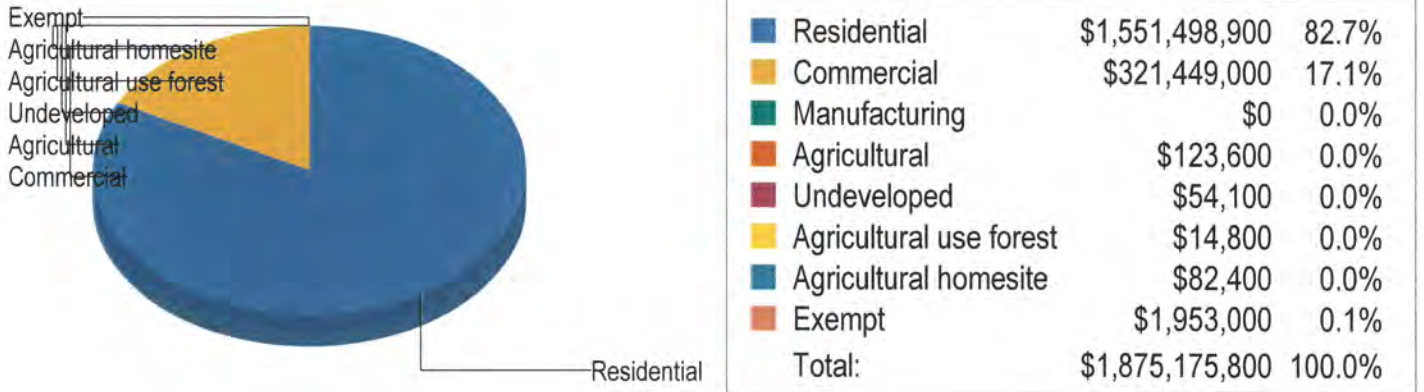


* Total parcel count shown in legend may not equal the actual number of properties in the municipality because a single property can have land or improvements in more than one tax class.

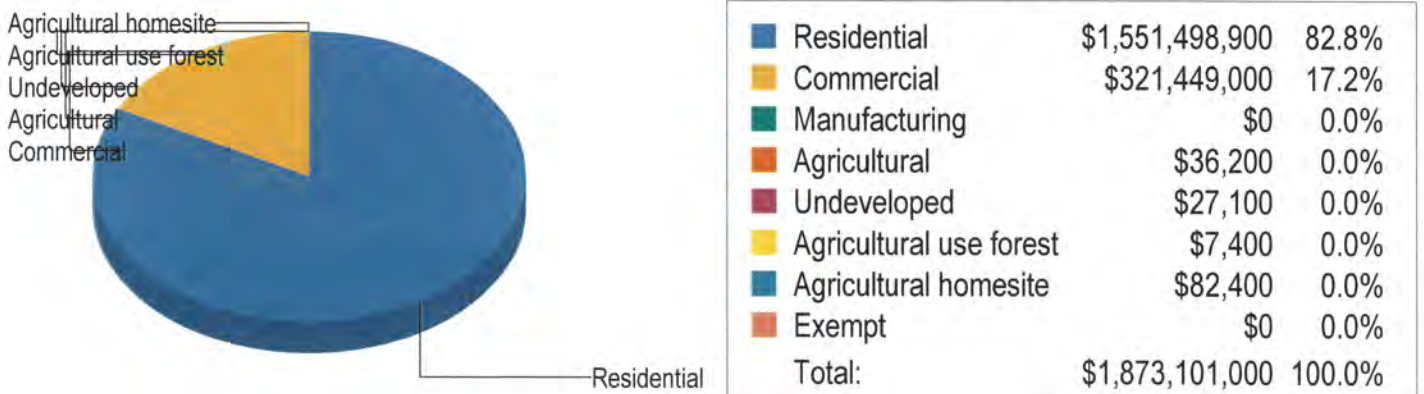
Acreage



Total Market Value



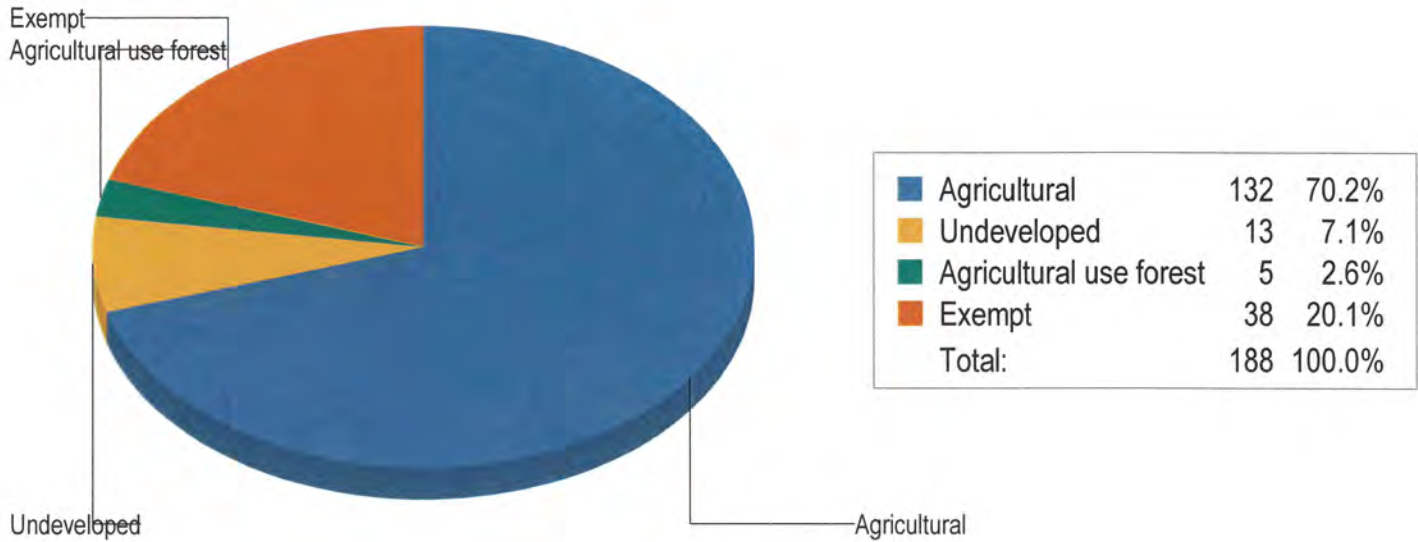
Total Assessed Value



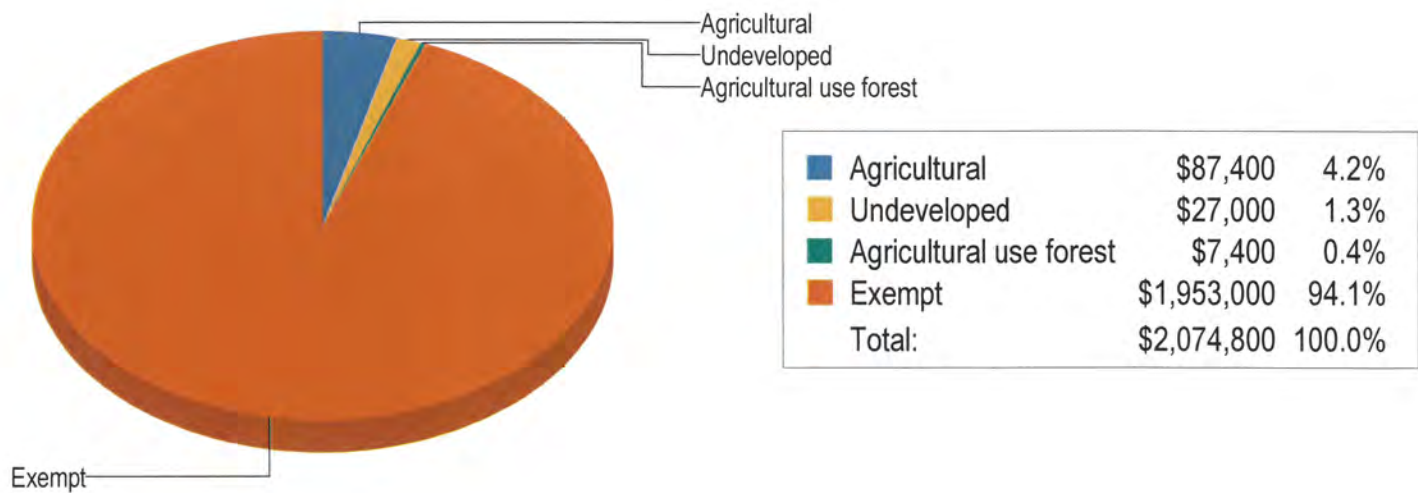
Reductions in Land Value for Tax Assessment Purposes

Not all land is assessed at full market value. The following is a summary of the acres and values reduced.

Number of Acres Whose Value was Reduced

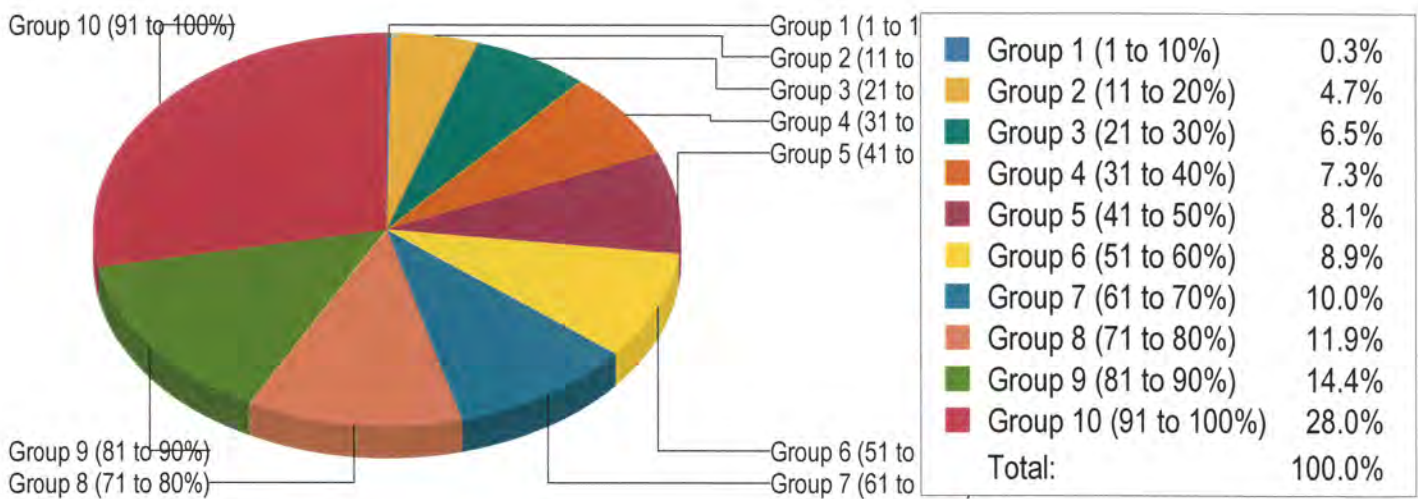
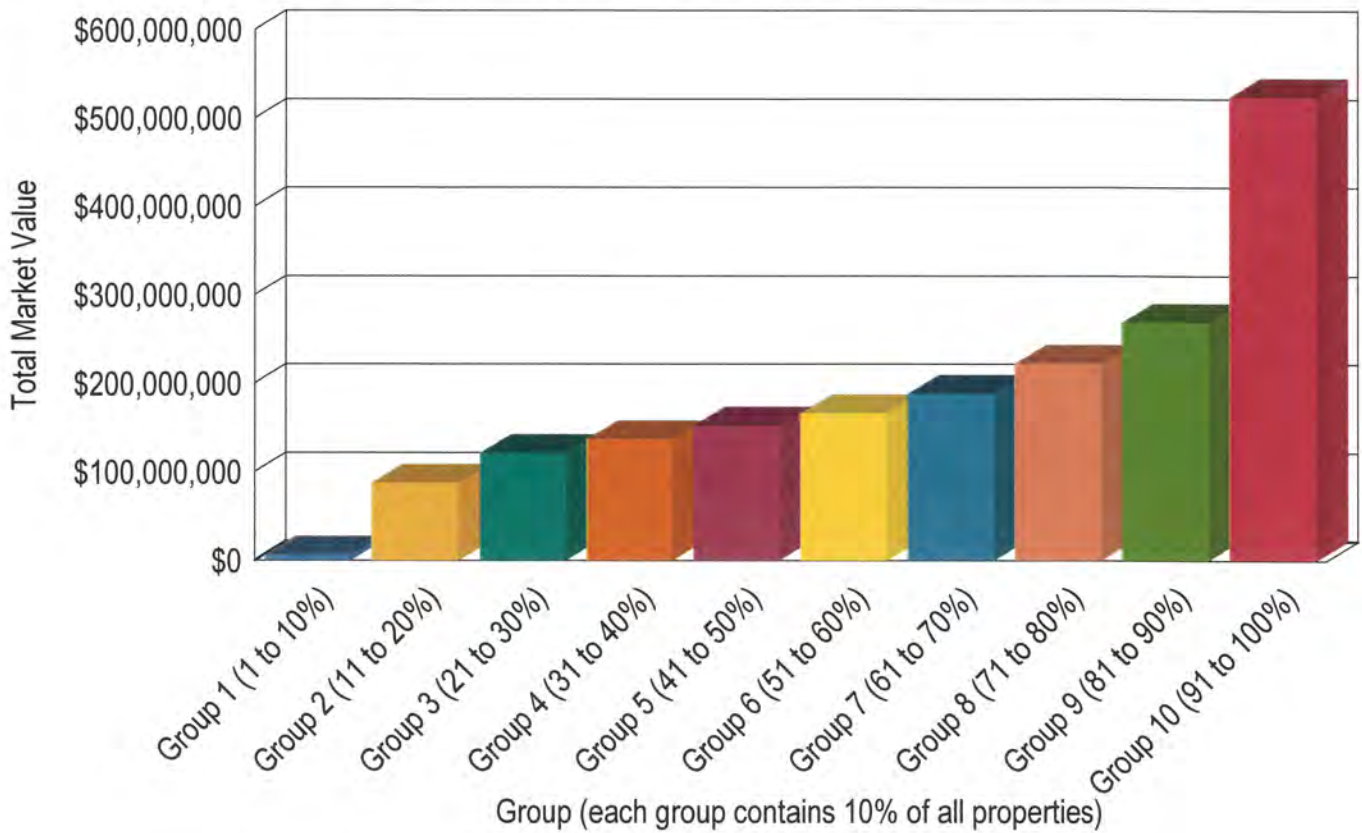


Reduction in Value



Concentration of Property Value

Each group contains 10% of all properties. The first group contains the properties with the lowest market value.
The last group contains the properties with the highest market value.



Top 50 Properties by Assessed Value

Tax Key Number	Street Address	Owner	Total Assessed Value
13-023-06-008.00	N124 W5950 Sheboygan Rd Unit 1	Cedar Place Apartments, LLC	\$30,857,600
13-028-13-011.00	W76 N629 Wauwatosa Rd	Badger Re Holdings, LLC	\$19,176,200
13-022-02-001.00	W66 N1253 Forward Way	Wilo Usa, LLC	\$17,745,800
13-051-02-12-009	W55 N182 Woodmere Ct	Woodmere Townhomes LLC	\$10,955,000
13-112-03-01-001	N44 W6025 Hamilton Rd Unit B	Hsi Arrabelle, LLC	\$9,590,800
13-067-01-05-000	N29 W6229 Lincoln Blvd	Tealco Group	\$6,014,200
13-040-0043.012	W63 N14258 Washington Ave	Cedar View Apartments	\$5,500,000
13-213-0001.000	N27 W5707 Lincoln Blvd	Cedar Springs Re LLC	\$4,562,900
13-051-02-08-000	W61 N286 Washington Ave	Charles K Blank Revocable Trust Et Al	\$4,261,100
13-213-0002.000	W56 N225 McKinley Blvd	Cedar Gardens Aid Propco, LLC	\$4,000,000
13-003-02-005.00	N143 W6515 Pioneer Rd	St Marys Hospital Ozaukee, Inc	\$3,574,000
13-040-0102.000	N19 W6340 Carriage Trace	Cardinalred III, LLC	\$3,235,000
13-040-0040.001	N143 W6049 Pioneer Rd	Iyq, LLC	\$3,209,800
13-034-14-026.00	N30 W6801 Lincoln Blvd	Cedarburg Seniors Apartments, LLC	\$3,152,300
13-034-14-027.00	N28 W6800 Alyce St	Cedarburg Seniors Apartments II, LLC	\$2,790,000
13-107-06-03-004	W61 N529 Washington Ave	First Bank	\$2,719,100
13-107-04-07-002	N61 W6312 Turner St	First Wisconsin National Bank Of Milwaukee	\$2,669,400
13-051-03-04-026	W60 N119 Cardinal Ave	Ced, LLC	\$2,668,900
13-050-13-12-001	N54 W6135 Mill St	John C Tillmann and Lisa Tillmann Family Tr	\$2,618,800
13-067-02-01-004	W63 N230 Fairfield St	Redbird Investments, LLC	\$2,535,000
13-040-0092.001	N92 W6840 Washington Ct	Washington Court Apartments, LLC	\$2,495,000
13-034-15-009.00	N19 W6717 Commerce Ct	Cedarburg Trident, LLC	\$2,486,000
13-051-03-04-029	W60 N171 Cardinal Ave	Carlson Tool Properties, LLC	\$2,468,400
13-050-19-07-000	N48 W6201 Western Rd	Pine Shadows, LLC	\$2,460,000
13-050-22-09-007	N44 W6028 Hamilton Rd	Hsi Arrabelle, LLC	\$2,224,300
13-050-18-01-002	N69 W5269 Columbia Rd	Harris Na	\$2,099,300
13-051-03-04-027	W62 N190 Washington Ave	Twin Peaks Investments II, LLC	\$1,994,300
13-034-14-020.00	W66 N220 Commerce Ct	Laird Connectivity, Inc	\$1,989,700
13-003-01-003.00	N142 W6196 Concord St	Concord Apartments, LLC	\$1,950,000
13-051-01-04-000	W55 N453 Lenox Pl	Lenox Place Apartments, LLC	\$1,925,000
13-034-14-010.00	W67 N222 Evergreen Blvd	Dcm Realty 2, LLC	\$1,872,900
13-051-02-11-013	N144 W5800 Pioneer Rd	Pioneer Real Estate Development, LLC	\$1,821,600
13-051-03-04-011	W60 N151 Cardinal Ave	Reuter-Twohig Ltd Liability Ptshp	\$1,685,200
13-050-10-15-005	W64 N625 Hanover Ave	Hanover Square Corp	\$1,652,400
13-050-21-04-002	W61 N306 Washington Ave	Concord 21, LLC	\$1,640,500
13-051-03-03-013	W62 N202 Washington Ave	Concord 44, LLC	\$1,638,300
13-251-0001.000	W61 N301 Washington Ave	Commerce State Bank	\$1,625,400
13-051-02-09-003	W60 N160 Cardinal Ave	Reuter-Twohig Ltd Liability Ptshp	\$1,609,300
13-040-0041.004	W57 N14280 Doerr Way	Marshall and Ilsley Corp	\$1,600,000
13-051-04-02-001	W61 N297 Washington Ave	Bloch Enterprises, LLC	\$1,583,900
13-067-03-04-000	W63 N202 Fairfield St	Redbird Investments, LLC	\$1,560,000
13-051-02-12-002	N144 W5620 Pioneer Rd	Ghl Properties, LLC	\$1,518,400
13-067-03-05-000	W64 N201 Fairfield St	Redbird Investments, LLC	\$1,510,000
13-050-10-11-003	W63 N583 Hanover Ave	Bulldog Bros Cedarburg, LLC	\$1,496,000
13-051-03-04-015	W63 N152 Washington Ave	Gus Wirth Jr	\$1,465,000
13-040-0110.000	W63 N131 Washington Ave	Wittenberg Enterprises	\$1,444,000
13-067-03-03-001	W62 N209 Washington Ave	Realty Income Properties 6, LLC	\$1,404,900
13-050-18-11-004	W53 N594 Highland Dr	Deep Purple Holdings, Inc	\$1,396,900
13-051-03-04-003	W63 N140 Washington Ave	Gus Wirth Jr	\$1,373,100
13-040-0001.005	N74 W5830 Appletree Ln	Craig A. Schulz	\$1,370,500