

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
DECEMBER 11, 2017 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, December 11, 2017 at **7:00 p.m.** at City Hall, W63 N645 Washington Avenue, Cedarburg, WI, in the second floor Council Chambers.

AGENDA

1. CALL TO ORDER - Mayor Kip Kinzel
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Kip Kinzel, Council Members John Czarnecki, Jack Arnett, Dick Dieffenbach, Rick Verhaalen, Mitch Regenfuss, Patricia Thome, Mike O’Keefe
5. STATEMENT OF PUBLIC NOTICE
6. APPROVAL OF MINUTES* - November 27, 2017
7. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals or a future Council agenda item.
8. PRESENTATIONS
 - A. Presentation by ChandlerThinks on Cedarburg branding initiative
9. NEW BUSINESS
 - * A. Consider recommendation of Police Chief to deny new operator's license application of J Ryan Fonder; and action thereon
 - * B. Consider request to hire a Police Officer and to promote a Patrol Sergeant; and action thereon
 - * C. Consider Ordinance No. 2017-31 amending Sec. 15-5 of Municipal Code relating to subdivision signage; and action thereon (Plan Comm. 11/6/17)
 - * D. Consider Ordinance No. 2017-32 amending Sec. 3-6-3 to 3-6-7 of the Municipal Code adjusting the impact fees for library facilities, police department facilities, water supply facilities, park facilities, and wastewater treatment plant; Ordinance

No. 2017-33 amending Sec. 9-2-6(c) adjusting the sanitary sewer connection fee; and Ordinance No. 2017-34 amending Sec. 14-1-84 adjusting the fees in lieu of parkland and amending Sec. 14-1-100(g) adjusting the public site fees based on the Construction Cost Index published in the Engineering News Record and calculated based on the annual increase in the CCI Indices; and action thereon

- * E. Consider Ordinance No. 2017-35 – Repeal and recreate Title 14 Chapter 2 of the Municipal Code – Stormwater Management; and action thereon
- * F. Consider Ordinance No. 2017-36 – Repeal and recreate Title 15 Chapter 2 of the Municipal Code – Construction Site Erosion Control; and action thereon
- * G. Discuss missed garbage pickups by Waste Management; and possible action thereon
- * H. Consider appointment of Election Officials for the period 01/01/18 through 12/31/19; and action thereon
- * I. Consider process to fill the anticipated 5th District Alderperson vacancy; and action thereon; and action thereon
- J. Consider Mayor Kinzel's Council Member appointment to the Community Development Authority; and action thereon
- * K. Consider payment of bills for the period 11/29/17 through 12/01/17, transfers for the period 11/26/17 through 12/08/17, and payroll for the period 11/19/17 through 12/02/17; and action thereon
- *** L. Consider License Applications; and action thereon
 - 1. Consider approval of new Operators License application for the period ending June 30, 2018 for Emily A. Pape; and action thereon
 - 2. Consider approval of renewal Operators License application for the period ending June 30, 2018 for Kelleen S. Starsky; and action thereon

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- * A. Administrator's Report
- * B. Building Inspector's Report – November 2017

11. COMMUNICATIONS

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

12. ADJOURNMENT – CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statutes 19.85(1)(e) to deliberate or negotiate the purchasing 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 consider cellular tower leases for location on the monopole being constructed on Western Avenue, to consider the possible sale of a City-owned property on Pioneer Road, and to receive an update on the Amcast property. Approval of November 27, 2017 closed session minutes.

13. RECONVENE TO OPEN SESSION

14. ADJOURNMENT

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

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

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

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

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

12/07/17 ckm

**CITY OF CEDARBURG
COMMON COUNCIL
NOVEMBER 27, 2017**

**CC20171127-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, November 27, 2017, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers. Mayor Kinzel called the meeting to order at 7:30 p.m.

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

Also Present - City Administrator/Treasurer Christy Mertes, City Clerk Constance McHugh, City Assessor Cathy Timm, Library Director Linda Pierschalla, Planner Jon Censky, City Attorney Michael Herbrand; interested citizens and news media

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Motion made by Council Member Thome, seconded by Council Member Dieffenbach, to approve the minutes of the November 13, 2017 and November 14, 2017 meetings. Motion carried unanimously.

PUBLIC HEARING – CONSIDER ORDINANCE NO. 2017-24 AMENDING SEC. 13-1-56(c) OF THE ZONING CODE TO ADD “WAREHOUSING” AS A PERMITTED ACCESSORY USE IN THE B-4 OFFICE AND SERVICE DISTRICT

Mayor Kinzel opened the public hearing to consider Ordinance No. 2017-24 amending Sec. 13-1-56(c) of the Zoning Code to add “warehousing” as a permitted accessory use in the B-4 Office and Service District at 7:31 p.m.

Planner Censky said Don Voigt, owner of Energenecs at W59 N249 Cardinal Avenue, is requesting a Zoning Code text amendment to legitimize the limited warehousing use of the building. When Mr. Voigt received approval for an addition to the building in 1993, his plans included a loading dock and an open area within the building identified as equipment staging and shelving (i.e., warehousing). Unfortunately that area of the building was not interpreted as warehousing during the approval process and this subordinate use was approved and has existed since 1993. Warehousing is not listed as a permitted use, an accessory use or a conditional use in the B-4 Office and Service District; therefore, is not allowed. Mr. Voigt is now trying to sell this building. The

intent of the ordinance modification is to alleviate the problem by listing limited warehousing as an accessory use in the B-4 District.

Motion made by Council Member O’Keefe, seconded by Council Member Czarnecki, to close the public hearing at 7:35 p.m.

Motion made by Council Member Thome, seconded by Council Member Czarnecki, to adopt Ordinance No. 2017-24 amending Sec. 13-1-56(c) of the Zoning Code to add “warehousing” as a permitted accessory use in the B-4 Office and Service District. Motion carried unanimously.

CONSIDER QUOTE FROM EMC INSURANCE FOR PROPERTY INSURANCE

Tony Matera, Insurance Advisor with Ansay & Associates, was present for this discussion.

City Administrator/Treasurer said she received two quotes from Ansay & Associates for property insurance. EMC provided the lowest quote at \$29,320, which include \$5,000,000 flood coverage, which is the same level of coverage as the current provider MPIC. The EMC quote was also less than the MPIC quote. She said there could be additional savings if lower flood coverage is selected.

Mr. Matera said the EMC rate will be locked for two years. He said he would be willing to do an assessment with staff to determine the best level of flood coverage.

Motion made by Council Member Regenfuss, seconded by Council Member Czarnecki, to accept the quote of EMC for property insurance in the amount of \$29,320 and authorized City Administrator/Treasurer Mertes and staff to possibly lower the flood coverage limit after an assessment is completed. Motion carried unanimously.

CONSIDER ORDINANCE NO. 2017-25 LEVYING PROPERTY TAXES ON THE GENERAL, DEBT SERVICE, SPECIAL REVENUE, AND CAPITAL IMPROVEMENT FUNDS FOR FISCAL YEAR 2018

Motion made by Council Member Dieffenbach, seconded by Council Member Arnett, to adopt Ordinance No. 2017-25 levying property taxes on the General, Debt Service, Special Revenue, and Capital Improvements Funds for fiscal year 2018. Motion carried unanimously.

CONSIDER ORDINANCE NO. 2017-26 APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF CEDARBURG FOR FISCAL YEAR 2018/CONSIDER ORDINANCE NO. 2017-27 APPROPRIATING THE NECESSARY FUNDS FOR THE 2018 CAPITAL IMPROVEMENT BUDGET/CONSIDER ORDINANCE NO. 2017-28 ESTABLISHING THE USER CHARGE SCHEDULE AND APPROPRIATING THE NECESSARY FUNDS FOR THE SEWERAGE FUND FOR THE OPERATION OF THE WATER RECYCLING CENTER FOR FISCAL YEAR 2018/CONSIDER ORDINANCE NO. 2017-29 APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE SPECIAL REVENUE FUNDS AND ADOPTING THE INDICATED BUDGETS FOR FISCAL YEAR 2018

Motion made by Council Member Arnett, seconded by Council Member O’Keefe, to adopt the following ordinances:

- Ordinance No. 2017-26 appropriating the necessary funds for the operation of the Government and Administration of the City of Cedarburg for fiscal year 2018;
- Ordinance No. 2017-27 appropriating the necessary funds for the 2018 Capital Improvement budget;
- Ordinance No. 2017-28 establishing the user charge schedule and appropriating the necessary funds for the Sewerage Fund for the operation of the Water Recycling Center for fiscal year 2018;
- Ordinance No. 2017-29 appropriating the necessary funds for the operation of the Special Revenue Funds and adopting the indicated budgets for fiscal year 2018.

Motion carried unanimously.

CONSIDER ORDINANCE NO. 2017-30 AMENDING SEC. 5-7-1 OF THE MUNICIPAL CODE TO INCREASE FEES FOR ACCIDENT REPORTS

Motion made by Council Member Arnett, seconded by Council Member Czarnecki, to adopt Ordinance No. 2017-30 amending Sec. 5-7-1 of the Municipal Code to increase the fee for Police Department accident reports from \$1 per copy to \$2 per copy. Motion carried unanimously.

CONSIDER AWARD OF CONTRACT FOR ASSESSING OF COMMERCIAL REAL ESTATE AND PERSONAL PROPERTY

Motion made by Council Member Regenfuss, seconded by Council Member O’Keefe, to approve the contract with Valu Rite Corporation for 2018, 2019, and 2020 for valuation of commercial real estate and personnel property at a cost of \$13,500 per year. Motion carried unanimously.

PAYMENT OF BILLS

Motion made by Council Member Dieffenbach, seconded by Council Member Thome, to approve the payment of the bills for the period 11/09/17 through 11/16/17, transfers for the period 10/06/17 through 10/27/17, and payroll for the period 11/05/17 through 11/16/17. Motion carried unanimously.

Council Member Dieffenbach questioned the amount spent on lawn mowing at the cemeteries by a contractor.

LICENSE APPLICATIONS

Motion made by Council Member O’Keefe, seconded by Council Member Czarnecki, to authorize the issuance of a new Operators license for the period ending June 30, 2018 to Christopher D. Marks. Motion carried unanimously.

Motion made by Council Member O'Keefe, seconded by Council Member Arnett, to authorize the issuance of a Horse and Carriage license to Mary Jane Swedberg of Hoof Beats Express, W359 N9054 Brown Street, Oconomowoc, WI. Motion carried unanimously.

ADMINISTRATOR'S REPORT

City Administrator/Treasurer said the auditors were at City Hall last week for two days. They will be back in March to complete the audit.

She said employees are holding a Toys for Tots drive at City Hall until December 12.

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Arnett said the branding consultant will make a brief presentation to the Council at the December 11 meeting.

MAYOR'S REPORT

Mayor Kinzel encouraged everyone to admire the Christmas tree in front of City Hall when it is lit.

CLOSED SESSION

Motion made by Council Member Thome, seconded by Council Member Czarnecki, to adjourn to closed session at 7:59 p.m. pursuant to State Statutes 19.85(1)(e) to deliberate or negotiate the purchasing 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 consider a Developer's Agreement with HSI regarding the St. Francis Borgia site. Approval of 11/13/17 and 11/14/17 closed session minutes. Motion carried on a roll call vote with Council Members Czarnecki, Arnett, Dieffenbach, Verhaalen, Regenfuss, Thome and O'Keefe voting aye.

RECONVENE TO OPEN SESSION

Motion made by Council Member Thome, seconded by Council Member Czarnecki, to reconvene to open session at 8:47 p.m. Motion carried on a roll call vote with Council Members Czarnecki, Arnett, Dieffenbach, Verhaalen, Regenfuss, Thome and O'Keefe voting aye.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Verhaalen, to adjourn the meeting at 8:48 p.m. Motion carried unanimously.

Constance K. McHugh, MMC/WCPC
City Clerk



Also emailed
12/5/17

December 5, 2017

J Ryan Fonder
9059 N. Park Plaza Court
Brown Deer, WI 53223

Dear Mr. Fonder:

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

- Possession of THC – misdemeanor, 1996
- Possession of THC – felony, 1996
- Criminal damage to property – misdemeanor, 2013

You also did not disclose the felony conviction on your application.

The Common Council will consider your application on **Monday, December 11, 2017, at 7:00 p.m.** You are being provided with an opportunity to be present at this meeting to provide any additional information to the Council. Chief Frank or his representative will also be present at the meeting. The meeting will take place in the Council Chambers of City Hall, W63 N645 Washington Avenue.

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


Sincerely,

Constance K. McHugh
City Clerk

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


Memo

To: Mayor Kinzel and Cedarburg Common Council

From: Thomas J Frank, Chief of Police 

Date: December 4, 2017

Re: Recommendation to deny application for operator's license to serve fermented malt beverages and intoxication liquors

It is my recommendation to deny the license application submitted by Ryan J Fonder  based on his arrest and conviction record.

1996 Possession of THC - misdemeanor

1996 Possession of THC - felony

2013 Criminal damage to property – misdemeanor

Mr. Fonder failed to disclose his felony conviction on his application form

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. B.

TITLE: Consider request to hire a Police Officer and to promote a Patrol Sergeant; and action thereon

ISSUE SUMMARY: With Detective Sergeant Leach's retirement, the Cedarburg Police Department will be one officer position below the usual staffing level of 20. I am requesting permission to hire an officer to fill Sergeant Leach's vacancy when he retires on January 5, 2018 as planned. I am also requesting authorization to promote an officer to patrol sergeant to take his place

STAFF RECOMMENDATION: Authorize the hiring of one officer to fill the vacancy created by Sgt. Leach following his retirement and promotion of one current officer to Sergeant.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT: Positive impact as the new officer will take 4 years to reach the top pay level.

ATTACHMENTS: None

INITIATED/REQUESTED BY: Chief Thomas J. Frank

FOR MORE INFORMATION CONTACT: Chief Frank, 375-7620

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. C.

TITLE: Consider Ordinance No. 2017-31 amending Sec. 15-5 of Municipal Code relating to Subdivision Signage; and action thereon (Plan Comm. 11/6/17)

ISSUE SUMMARY:

This request originated when Mr. John Wahlen, Developer of the “Glen at Cedar Creek Subdivision”, appeared before the Plan Commission with a proposed identification sign and asked that the City consider changing the Sign Code to allow subdivision identification signage. Currently, subdivision signs are not permitted in Cedarburg as **Section 15-5-15 (o)** of the Sign Code lists **Permanent subdivision identifications signs as prohibited**. During the discussion of that request, Commissioners questioned why subdivision signs were not allowed but signage for apartment complexes was. Commissioners felt that if properly designed and appropriately lit, subdivision signs would not be offensive and therefore they directed staff to draft an ordinance to establish rules governing the height, size, aesthetics and location. Based on that direction, the attached Ordinance was drafted and reviewed by the Plan Commission and then recommended for your approval. This Ordinance will serve to establish that all subdivisions signs shall be monument signs not to exceed 7 feet in height, 32 square feet per face in size and that no more than two identification signs will be allowed per subdivision. Furthermore, there shall be a 5-foot landscaped area extending out from the base of the sign and Plan Commission approval shall be required.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

At their November 6, 2017 meeting, the Plan Commission approval of this Ordinance by unanimous vote.

BUDGETARY IMPACT: N/A

ATTACHMENTS:

- Ordinance No. 2017-31
- Minutes of the November 6, 2017 Plan Commission Meeting.

INITIATED/REQUESTED BY: John Wahlen, Developer

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

ORDINANCE NO. 2017-31

An Ordinance Amending the Sign Code of the City of Cedarburg, Wisconsin Regarding Subdivision Identification Signs

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

SECTION 1. Section 15-5-11, Prohibited Signs, and Section 15-5-14, Sign Requiring a Permanent Permit, of the Sign Code of the City of Cedarburg are hereby amended as follows:

SEC. 15-5-11. Prohibited Signs

~~(e) — **Permanent Subdivision Signs.** Permanent subdivision identification signs are not allowed.~~

SEC. 15-5-14. Signs Requiring a Permanent Permit

(e) **Subdivision Identification Signs.** A permanent sign used to designate a residential subdivision entrance may be permitted subject to Plan Commission approval and the following criteria:

- (1) **Type.** Subdivision Identification Signs shall be ground monument signs.
- (2) **Number.** There shall be not more than two (2) subdivision identification signs for each point of vehicular access to the subdivision.
- (3) **Area.** Subdivision identification signs shall not exceed thirty two (32) square feet in area per sign face.
- (4) **Location.** Subdivision identification signs shall be located at least ten (10) feet from any property line, right-of-way or driveway.
- (5) **Height.** Subdivision identification signs shall not exceed seven (7) feet in height as measured from the grade at the base of the sign
- (6) **Landscaping.** A landscaped area shall extend a minimum of five (5) feet from the base of the sign in all directions.
- (7) **Maintenance.** The sign and adjacent landscaping shall be maintained to the standards as originally erected/installed in perpetuity.
- (8) **Lighting.** Signs shall be externally illuminated with the light source being entirely shielded.

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

Passed and adopted this 11th day of December, 2017.

Kip Kinzel, Mayor

Countersigned:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

Final Action:

The motion carried without a negative vote.

**CONSIDER RECOMMENDING SIGN CODE AMENDMENT TO ALLOW
SUBDIVISION IDENTIFICATION SIGNS AND TO PROHIBIT LED SIGNS**

Planner Censky noted that John Wahlen, developer of The Glen at Cedar Creek, was before the Plan Commission in October 2017 requesting concept review of his proposed subdivision identification sign and consultation regarding possibly changing the Sign Code to allow subdivision signage in the City of Cedarburg. Currently, subdivision signs are not permitted in Cedarburg as **Section 15-5-15** of the Sign Code states: **Permanent subdivision identification signs are not allowed.**

During the discussion of that request, Commissioners asked why subdivision identification signage was not allowed by Code but signage for apartment complexes were. The consensus was that if properly designed and appropriately lit, subdivision signs would not be offensive. An ordinance was requested to be drafted that would establish rules governing the height, size and look of these signs and that a limit be placed on the number. Commissioners reviewed the draft Ordinance which establishes that subdivisions signs shall be monument signs not to exceed 7 feet in height, 32 square feet per face in size and limits subdivisions to no more than two identification signs. Furthermore, a 5-foot landscaped area extending out from the base of the sign shall be required.

Also included in the proposed ordinance is a separate change to prohibit LED signs. At the October 30, 2017 Common Council meeting, concerns were discussed about LED-type signs. It was agreed that LED signs are very distracting to motorists and consequently can lead to accidents. Since Commissioners are already considering a Sign Code amendment, prohibiting LED signage was added to the agenda for consideration and recommendation.

If this Ordinance is recommended, it will go on to the Common Council for discussion and final action.

Council Member Czarnecki advised that the brightness of LED lighting was also a problem.

Mayor Kinzel advised that he was uncomfortable with prohibiting all LED lighting as so many devices are now using LED lighting.

Discussion continued that perhaps moving, rolling or jumping displays are a better description of the type of signage to be prohibited.

Action:

A motion was made by Vice Chairperson Burgoyne, seconded by Council Member Czarnecki, to recommend the proposed ordinance to the Common Council without the reference to LED lighting. The motion carried without a negative vote.

Commissioners directed that LED lighting be addressed at a future meeting.

CONSIDER ADJUSTMENTS TO THE SETBACK REQUIREMENTS FOR LOTS 16 AND 19 IN THE GLEN AT CEDAR CREEK – JOHN WAHLEN

Planner Censky reminded Commissioners that John Wahlen, the developer, was before the Plan Commission in September 2017 requesting approval to adjust the side and rear yard setback requirements for four lots within the developing Glen at Cedar Creek Subdivision. Those lots were either irregularly shaped or adjacent to an outlot and because all four lots were internal to the subdivision, that request was processed as a minor change to the original Planned Unit Development (PUD) plan in accordance with Section 13-1-69(o)(3) which states: **Any subsequent change or addition to the plans or use shall first be submitted for approval to the City Plan Commission and if in the opinion City Plan Commission such change or addition constitutes a substantial change to the original plan, a public hearing before the City Council shall be required and notice thereof be given pursuant to the provisions of Section 13-1-229 of the Zoning Code.**

Mr. Wahlen is now asking for setback adjustments for two more lots (#16 and #19) within this subdivision and advises that more setback modifications may be forthcoming depending on the type of structure being requested by their customer.

Planner Censky explained that staff questions if these on-going changes constitute a substantial change to the original PUD which could result in an enforcement nightmare for the tracking of these modifications over time. Of concern is that while this is being treated much like a condominium development, it is a platted subdivision which should have uniform setbacks and offsets. While the initial request could be justified based on irregular lot shapes, it seemed appropriate to process the request as a minor change to the PUD plan. However, Commissioners will need to determine whether this new request and future ones constitute a significant change to the overall PUD plans and would therefore require a public hearing before the Common Council.

Commissioners recognized the difficulty with administering future requests for building modifications if the lots within one subdivision all had different specific setback restrictions. If the developer, Mr. Wahlen, desired to continue to modify setback requirements to the development of future lots, it would be appropriate to either request a public hearing to modify the PUD to reset all setback restrictions, or apply for variances through the Board of Appeals, proving five hardship criteria for each lot to be modified.

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. D.

TITLE: Consider Ordinance No. 2017-32 amending Sec. 3-6-3 to 3-6-7 of the Municipal Code adjusting the impact fees for library facilities, police department facilities, water supply facilities, park facilities, and wastewater treatment plant; Ordinance No. 2017-33 amending Sec. 9-2-6(c) adjusting the sanitary sewer connection fee; and Ordinance No. 2017-34 amending Sec. 14-1-84 adjusting the fees in lieu of parkland and amending Sec. 14-1-100(g) adjusting the public site fees based on the Construction Cost Index published in the Engineering News Record and calculated based on the annual increase in the CCI Indices; and action thereon

ISSUE SUMMARY: Ordinance No. 2017-32 adjusts impact fees, Ordinance No. 2017-33 adjusts the sewer connection fee, and Ordinance No. 2017-34 updates fees in lieu of parkland. These ordinances are updated in December of each year based on the annual increase in the Construction Cost Indices.

The CCI percentage increase for December has not yet been released, but we believe it will be before December 11th and staff will therefore distribute the updated Ordinance copies before the Council meeting.

STAFF RECOMMENDATION: Adopt the proposed ordinances.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Increase in fees received.

ATTACHMENTS: Proposed ordinances Nos. 2017-32, 2017-33, 2017-34 will be distributed at the meeting.

INITIATED/REQUESTED BY: Public Works Director Tom Wiza

FOR MORE INFORMATION CONTACT: Public Works Director Tom Wiza

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. E.

TITLE: Consider Ordinance No. 2017-35 – Repeal and recreate Title 14 Chapter 2 of the Municipal Code – Stormwater Management; and action thereon

ISSUE SUMMARY: The DNR is requiring municipalities to update their stormwater ordinances to be consistent with current state laws and to help achieve water quality standards. As part of a 50% matching state grant program, the City retained AECOM to redraft the Ordinance. The City Attorney has reviewed and edited the language to address legal concerns.

STAFF RECOMMENDATION: Staff recommends adoption of Ordinance No. 2017-35.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Minimal impact for the City.

ATTACHMENTS:

- Copy of proposed Ordinance No. 2017-35

INITIATED/REQUESTED BY: DNR

FOR MORE INFORMATION CONTACT: Tom Wiza – Director of Engineering and Public Works
(262)375-7610

ORDINANCE NO. 2017-35

An Ordinance Repealing and Recreating Title 14 Chapter 2 of the City of Code of Ordinances

STORMWATER MANAGEMENT

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

SECTION 1. Title 14 Chapter 2 of the Municipal Code of the City of Cedarburg is hereby deleted and recreated as follows:

- S. 14-2-01 Authority**
- S. 14-2-02 Purpose and Intent**
 - (1) Purpose
 - (2) Intent
- S. 14-2-03 Applicability and Jurisdiction**
 - (1) Applicability
 - (2) Jurisdiction
 - (3) Exclusions
- S. 14-2-04 Definitions**
- S. 14-2-05 Applicability of Maximum Extent Practicable**
- S. 14-2-06 Technical Standards**
- S. 14-2-07 Performance Standards**
 - (1) Responsible Party
 - (2) Storm Water Management Plan
 - (3) Maintenance of Effort
 - (4) Requirements
 - (a) Total Suspended Solids
 - (b) Peak Discharge
 - (c) Infiltration
 - (d) Protective Areas
 - (e) Fueling and Maintenance Areas
 - (5) General Consideration for Storm Water Management Measures
 - (6) BMP Location
 - (7) Additional Requirements
- S. 14-2-08 Permitting Requirements, Procedures and Fees**
 - (1) Permit Required
 - (2) Permit Application and Fees
 - (3) Permit Application Review and Approval
 - (4) Permit Requirements
 - (5) Permit Conditions
 - (6) Permit Duration
- S. 14-2-09 Storm Water Management Plan**
 - (1) Storm Water Management Plan Requirements
 - (2) Alternate Requirements
- S. 14-2-10 Maintenance Agreement**
 - (1) Maintenance Agreement Required

- (2) Agreement Provisions
- S. 14-2-11 Financial Guarantee**
 - (1) Establishment of the Guarantee
 - (2) Conditions for Release
- S. 14-2-12 Illicit Discharge Prohibition and Disconnection**
 - (1) Intent
 - (2) Applicability
 - (3) Responsibility for Administration
 - (4) Illicit Discharge Properties
 - (5) Illicit Connection Prohibitions
 - (6) Suspension of MS4 Access
 - (7) Monitoring of Discharges
 - (8) Requirements
 - (9) Watercourse Protection
 - (10) Notification of Spills
 - (11) Enforcement
- S. 14-2-13 Fee Schedule**
- S. 14-2-14 Enforcement**
- S. 14-2-15 Appeals**
 - (1) Department of Public Works and Sewerage Commission
 - (2) Who May Appeal
- S. 14-2-16 Severability**
- S. 14-2-17 Effective Date**

POST-CONSTRUCTION STORMWATER MANAGEMENT

S. 14-2-01 AUTHORITY.

- (1) This ordinance is adopted by the City of Cedarburg under the authority granted by s. 62.234 Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under s. 62.23, Wis. Stats., that relate to storm water management regulations. Except as otherwise specified in s. 62.234 Wis. Stats., s. 62.23, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.
- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.
- (3) The City of Cedarburg hereby designates the City of Cedarburg Department of Engineering and Public Works to administer and enforce the provisions of this ordinance.
- (4) The requirements of this ordinance do not pre-empt more stringent storm water management requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under ss. 281.16 and 283.33, Wis. Stats.
 - (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under s. NR 151.004, Wis. Adm. Code.

S. 14-2-02 PURPOSE AND INTENT.

- (1) **PURPOSE.** The purpose of this ordinance is to establish long-term, post-construction runoff management requirements and criteria that will prevent and control water pollution, diminish the threats to public health, safety, welfare and the aquatic environment due to runoff of stormwater from development and redevelopment. Specific purposes are to:
 - (a) Further the maintenance of safe and healthful conditions.
 - (b) Prevent and control the adverse effects of storm water; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
 - (c) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; and control increases in the scouring and transportation of particulate matter.
 - (d) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.
- (2) **INTENT.** It is the intent of the City of Cedarburg that this ordinance regulates post-construction storm water discharges to waters of the state. This ordinance may be applied on a site-by-site basis. The City of Cedarburg recognizes, however, that the preferred method of achieving the storm water performance standards set forth in this ordinance is through the preparation and implementation of comprehensive, systems-level storm water management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional storm water devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under s. 281.16, Wis. Stats., for regional storm water management measures and have been approved by the City of Cedarburg, it is the intent of this ordinance that the approved storm water management plan be used to identify post-construction management measures acceptable for the community.

S. 14-2-03 APPLICABILITY AND JURISDICTION.

- (1) **APPLICABILITY.**
 - (a) Except as provided under par. (b), this ordinance applies to a post-construction site whereupon one acre or more of land disturbing construction activity occurs during construction. The ordinance also applies to land development activities that are smaller than the minimum applicability criteria if such activities are part of a larger common plan of development or sale that meets the following applicability criteria, even though multiple separate and distinct land development activities may take place at different times on different schedules.
 1. Residential land development with a gross aggregate area of 1 acre or more;
 2. Residential land development with a gross aggregate area less than 1 acre, if there are at least 0.5 acres of impervious surfaces;
 3. Land development, other than a residential land development, with a gross aggregate area of 0.5 acres or more;

4. Any land development, which in the opinion of the City of Cedarburg Department of Engineering and Public Works, is likely to result in stormwater runoff that exceeds the safe capacity of existing drainage facilities or receiving body of water, that causes undue channel erosion, increases water pollution or which endangers downstream property or public safety.
- (b) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance:
 1. A post-construction site with less than ten percent connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
 2. Agricultural facilities and practices.
 3. Underground utility construction, but not including the construction of any above ground structures associated with utility construction.
- (c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to post-construction sites of any size that, as determined by the City of Cedarburg Department of Engineering and Public Works, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, causes undue channel erosion, or increases water pollution by scouring or the transportation of particulate matter.
- (2) **JURISDICTION.**
This ordinance applies to post construction sites within the boundaries and jurisdiction of the City of Cedarburg, as well as all lands located within the extraterritorial plat approval jurisdiction of the City of Cedarburg, even if plat approval is not involved.
- (3) **EXCLUSIONS.**
This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

S. 14-2-04 DEFINITIONS.

- (1) “Adequate sod, or self-sustaining vegetative cover” means maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.
- (2) “Administering authority” means a governmental employee, or a regional planning commission empowered under s. 62.234, Wis. Stats., that is designated by the Common Council to administer this ordinance.
- (3) “Agricultural facilities and practices” has the meaning given in s. 281.16 (1), Wis. Stats.
- (4) “Atlas 14” means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.
- (5) “Average annual rainfall” means a typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as

- WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality.
- (6) “Best management practice” or “BMP” means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.
 - (7) “Business day” means a day the office of the City of Cedarburg Department of Engineering and Public Works is routinely and customarily open for business.
 - (8) “Cease and desist order” means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City of Cedarburg Department of Engineering and Public Works.
 - (9) “Combined sewer system” means a system for conveying both sanitary sewage and storm water runoff.
 - (10) “Connected imperviousness” means an impervious surface connected to the waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.
 - (11) “Design storm” means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
 - (12) “Development” means residential, commercial, industrial or institutional land uses and associated roads.
 - (13) “Direct conduits to groundwater” means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.
 - (14)* “Division of land” means the creation from one parcel of four or more parcels or building sites of **one and one-half (1.5)** or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.
 - (15) “Effective infiltration area” means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.
 - (16) “Erosion” means the process by which the land’s surface is worn away by the action of wind, water, ice or gravity.
 - (17) “Exceptional resource waters” means waters listed in s. NR 102.11, Wis. Adm. Code.
 - (18)* “Extraterritorial” means the unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within one and a half miles of a fourth class city or village.
 - (19) “Filtering layer” means soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.
 - (20) “Final stabilization” means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
 - (21) “Financial guarantee” means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the City of Cedarburg Department of Engineering and Public Works by the responsible party to assure that

requirements of the ordinance are carried out in compliance with the storm water management plan.

- (22) "Governing body" means the City of Cedarburg Common Council.
- (23) "Impervious surface" means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, gravel or paved parking lots and streets are examples of areas that typically are impervious.
- (24) "In-fill" means an undeveloped area of land located within an existing urban sewer service area, surrounded by development or development and natural or man-made features where development cannot occur.
- (25) "Infiltration" means the entry of precipitation or runoff into or through the soil.
- (26) "Infiltration system" means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.
- (27) "Karst feature" means an area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.
- (28) "Land disturbing construction activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
- (29) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
- (30) "Maintenance agreement" means a legal document that provides for long-term maintenance of storm water management practices.
- (31) "Maximum extent practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with S. 14-2-05 of this ordinance.
- (32) "New development" means development resulting from the conversion of previously undeveloped land or agricultural land uses.
- (33) "NRCS MSE3 or MSE4 distribution" means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.
- (34) "Off-site" means located outside the property boundary described in the permit application.
- (35) "On-site" means located within the property boundary described in the permit application.
- (36) "Ordinary high-water mark" has the meaning given in s. NR 115.03 (6), Wis. Adm. Code.
- (37) "Outstanding resource waters" means waters listed in s. NR 102.10, Wis. Adm. Code.

- (38) "Percent fines" means the percentage of a given sample of soil, which passes through a # 200 sieve.
- (39) "Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (40) "Permit" means a written authorization made by the City of Cedarburg Department of Engineering and Public Works to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.
- (41) "Permit administration fee" means a sum of money paid to the City of Cedarburg Department of Engineering and Public Works by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.
- (42) "Pervious surface" means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.
- (43) "Pollutant" has the meaning given in s. 283.01 (13), Wis. Stats.
- (44) "Pollution" has the meaning given in s. 281.01 (10), Wis. Stats.
- (45) "Post-construction site" means a construction site following the completion of land disturbing construction activity and final site stabilization.
- (46) "Pre-development condition" means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.
- (47) "Preventive action limit" has the meaning given in s. NR 140.05 (17), Wis. Adm. Code.
- (48) "Protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.
- (49) "Redevelopment" means areas where development is replacing older development.
- (50) "Responsible party" means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement. "Runoff" means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
- (51) "Separate storm sewer" means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:
 - (a) Is designed or used for collecting water or conveying runoff.
 - (b) Is not part of a combined sewer system.
 - (c) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.
 - (d) Discharges directly or indirectly to waters of the state.
- (52) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (53) "Site" means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

- (54) “Stop work order” means an order issued by the City of Cedarburg Department of Engineering and Public Works which requires that all construction activity on the site be stopped.
- (55) “Storm water management plan” means a comprehensive plan designed to reduce the discharge of pollutants from storm water, after the site has undergone final stabilization, following completion of the construction activity.
- (56) “Storm water management system plan” is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.
- (57) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (58) “Top of the channel” means an edge, or point on the landscape landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.
- (59) "Total maximum daily load" or "TMDL" means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.
- (60) “TP-40” means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.
- (61) "TR-55" means the United States department of agriculture, natural resources conservation service (previously soil conservation service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986, which is incorporated by reference for this chapter.
- (62) “Transportation facility” means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.
- (63) “TSS” means total suspended solids.
- (64) “Type II distribution” means a rainfall type curve as established in the “United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published in 1973”.
- (65) “Waters of the state” includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

S. 14-2-05 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the City of Cedarburg Department of Engineering and Public Works’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable

and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, protection of wetlands, and preservation of historic properties.

S. 14-2-06 TECHNICAL STANDARDS.

The following methods shall be used in designing the water quality, peak discharge, and infiltration components of storm water practices needed to meet the water quality standards of this ordinance:

- (1) Consistent with the technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.
- (2) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods have been approved by the City of Cedarburg Department of Engineering and Public Works.

S. 14-2-07 PERFORMANCE STANDARDS.

- (1) RESPONSIBLE PARTY. The responsible party shall comply with this section.
- (2) STORM WATER MANAGEMENT PLAN. A written storm water management plan in accordance with S. 14-2-09 shall be developed and implemented for each post-construction site.
- (3) MAINTENANCE OF EFFORT. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of NR 151 in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this ordinance, whichever is more stringent.
- (4) REQUIREMENTS. The storm water management plan required under sub. (2) shall include the following:
 - (a) TOTAL SUSPENDED SOLIDS. BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the post-construction site as follows:
 1. BMPs shall be designed in accordance with Table 1. or to the maximum extent practicable as provided in subd. 2. The design shall be based on an average annual rainfall, as compared to no runoff management controls.

Table 1. TSS Reduction Standards	
Development Type	TSS Reduction
New Development	80 percent
In-fill development	80 percent
Redevelopment	40 percent of load from parking areas and roads

2. **Maximum Extent Practicable.** If the design cannot meet a total suspended solids reduction performance standard of Table 1., the storm water management plan shall include a written, site-specific explanation of why the total suspended solids reduction performance standard cannot be met and why the total suspended solids load will be reduced only to the maximum extent practicable.
 3. **Off-Site Drainage.** When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.
- (b) **PEAK DISCHARGE.**
1. By design, BMPs shall be employed to:
 - a. For the 1-year, 24-hour; and the 2-year, 24-hour design storms, BMPs shall be designed so that post-construction peak runoff discharge rates are maintained or reduced compared to the 1-year, 24-hour; and the 2-year, 24-hour pre-development peak runoff discharge rates respectively, or to the maximum extent practicable.
 - b. The post-development storm water runoff rate associated with the 100-year, 24-hour design storm, shall not exceed the pre-development 10-year 24-hour design storm runoff rate, for new development sites.

The runoff curve numbers in Table 2. shall be used to represent the actual pre-development conditions. Peak discharges shall be calculated using TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the appropriate NRCS Wisconsin MSE3 or MSE4 precipitation distribution. On a case-by-case basis, City of Cedarburg Department of Engineering and Public Works may allow the use of TP-40 precipitation depths and the Type II distribution.

Table 2. Maximum Pre-Development Runoff Curve Numbers				
Runoff Curve Number	Hydrologic Soil Group			
	A	B	C	D
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	55	69	78	83

2. This subsection of the ordinance does not apply to any of the following:
 - a. Except as provided under S. 14-2-07 (3), a redevelopment post-construction site.
 - b. An in-fill development area less than 5 acres.
 - c. Sites that directly discharge to the Cedar Creek without flowing over or through a municipally owned separate storm sewer as approved by the City Inspector.
 3. All stormwater conveyance systems within the proposed development, and receiving surface runoff from the proposed development, shall be designed to completely contain the following peak storm flows:
 - a. For open channel conveyance systems, the peak flow from the 100-year, 24-hour storm shall be completely contained within the channel bottom and banks.
 - b. For storm sewer pipes the peak flow from the 10-year, 24-hour storm shall be completely contained within the pipes with no surcharging or pressurized flow.
- (c) **INFILTRATION.**
1. **Best Management Practices.** BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following or to the maximum extent practicable:
 - a. *Low imperviousness.* For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area.
 - b. *Moderate imperviousness.* For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium and high density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average annual rainfall. However,

when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.

- c. *High imperviousness.* For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.
2. Pre-development. The pre-development condition shall be the same as specified in Table 2 of the Peak Discharge section of this ordinance.
3. Source Areas.
 - a. *Prohibitions.* Runoff from the following areas may not be infiltrated and may not qualify as contributing to meeting the requirements of this section unless demonstrated to meet the conditions identified in S. 14-2-07 (4)(c)6.:
 - i. Areas associated with a tier 1 industrial facility identified in s. NR 216.21 (2)(a), including storage, loading and parking. Rooftops may be infiltrated with the concurrence of the regulatory authority.
 - ii. Storage and loading areas of a tier 2 industrial facility identified in s. NR 216.21 (2)(b).
 - iii. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.
 - b. *Exemptions.* Runoff from the following areas may be credited toward meeting the requirement when infiltrated, but the decision to infiltrate runoff from these source areas is optional:
 - i. Parking areas and access roads less than 5,000 square feet for commercial development.
 - ii. Parking areas and access roads less than 5,000 square feet for industrial development not subject to the Prohibitions under par a.
 - iii. Except as provided under S. 14-2-07 (3), redevelopment post-construction sites.
 - iv. In-fill development areas less than 5 acres.
 - v. Roads on commercial, industrial and institutional land uses, and arterial residential roads.
4. Location of Practices.
 - a. *Prohibitions.* Infiltration practices may not be located in the following areas:
 - i. Areas within 1000 feet upgradient or within 100 feet downgradient of karst features.

- ii. Areas within 400 feet of a community water system well as specified in s. NR 811.16 (4) or within the separation distances listed in s. NR 812.08 for any private well or non-community well for runoff infiltrated from commercial, including multi-family residential, industrial and institutional land uses or regional devices for one- and two-family residential development.
- iii. Areas where contaminants of concern, as defined in s. NR 720.03 (2), are present in the soil through which infiltration will occur.
- b. *Separation distances.*
 - i. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 3:

Table 3. Separation Distances and Soil Characteristics		
Source Area	Separation Distance	Soil Characteristics
Industrial, Commercial, Institutional Parking Lots and Roads	5 feet or more	Filtering Layer
Residential Arterial Roads	5 feet or more	Filtering Layer
Roofs Draining to Subsurface Infiltration Practices	1 foot or more	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	Not Applicable
All Other Impervious Source Areas	3 feet or more	Filtering Layer

- ii. Notwithstanding par. b., applicable requirements for injection wells classified under ch. NR 815 shall be followed.
- c. *Infiltration rate exemptions.* Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:
 - i. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method.
 - ii. Where the least permeable soil horizon to 5 feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

5. Alternate Use. Where alternate uses of runoff are employed, such as for toilet flushing, laundry, or irrigation or storage on green roofs where an equivalent portion of the runoff is captured permanently by rooftop vegetation, such alternate use shall be given equal credit toward the infiltration volume required by this section.
 6. Groundwater Standards.
 - a. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with Ch. NR 140. However, if site specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.
 - b. Notwithstanding par. a., the discharge from BMPs shall remain below the enforcement standard at the point of standards application.
 7. Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subd. 6. Pretreatment options may include, but are not limited to, oil and grease separation, sedimentation, biofiltration, filtration, swales or filter strips.
 8. Maximum Extent Practicable. Where the conditions of subd. 3. and 4. limit or restrict the use of infiltration practices, the performance standard of S. 14-2-07 (4)(c) shall be met to the maximum extent practicable.
- (d) PROTECTIVE AREAS.
1. Definition. In this section, “protective area” means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this section, “protective area” does not include any area of land adjacent to any stream enclosed within a pipe or culvert, so that runoff cannot enter the enclosure at this location.
 - a. For outstanding resource waters and exceptional resource waters, 75 feet.
 - b. For perennial and intermittent streams identified on a U.S. Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
 - c. For lakes, 50 feet.
 - d. For wetlands not subject to par. e. or f., 50 feet.

- e. For highly susceptible wetlands, 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps, and ephemeral ponds.
 - f. For less susceptible wetlands, 25 feet. Less susceptible wetlands include: degraded wetland dominated by invasive species such as reed canary grass; cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.
 - g. In pars. d. to f., determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in s. NR 103.03.
 - h. Wetland boundary delineation shall be made in accordance with s. NR 103.08 (1m). This paragraph does not apply to wetlands that have been completely filled in compliance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in compliance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after a fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.
 - i. For concentrated flow channels with drainage areas greater than 130 acres, 25 feet.
 - j. Notwithstanding pars. a. to i., the greatest protective area width shall apply where rivers, streams, lakes and wetlands are contiguous.
2. Applicability. This section applies to post-construction sites located within a protective area, except those areas exempted pursuant to subd. 4.
 3. Requirements. The following requirements shall be met:
 - a. Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the storm water management plan shall contain a written, site-specific explanation.
 - b. Where land disturbing construction activity occurs within a protective area, adequate sod or self-sustaining vegetative cover of 70 percent or greater shall be established and maintained where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion such as on steep slopes or where high velocity flows occur.

- c. BMPs such as filter strips, swales, or wet detention ponds, that are designed to control pollutants from non-point sources, may be located in the protective area.
 - 4. Exemptions. This section does not apply to any of the following:
 - a. Except as provided under S. 14-2-07 (3), redevelopment post-construction sites.
 - b. In-fill development areas less than 5 acres.
 - c. Structures that cross or access surface water such as boat landings, bridges, and culverts.
 - d. Structures constructed in accordance with s. 59.692 (1v), Stats.
 - e. Areas of post-construction sites from which the runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.
 - (e) FUELING AND MAINTENANCE AREAS. Fueling and vehicle maintenance areas shall have BMPs designed, installed, and maintained to reduce petroleum within runoff, so that the runoff that enters waters of the state contains no visible petroleum sheen, or to the maximum extent practicable.
- (5) GENERAL CONSIDERATIONS FOR STORM WATER MANAGEMENT MEASURES. The following considerations shall be observed in on-site and off-site runoff management:
 - (a) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.
 - (b) Emergency overland flow for all storm water facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.
- (6) BMP LOCATION.
 - (a) To comply with the performance standards required under S. 14-2-07 of this ordinance, BMPs may be located on-site or off-site as part of a regional storm water device, practice or system, but shall be installed in accordance with s. NR 151.003, Wis. Adm. Code.
 - (b) The City of Cedarburg Department of Engineering and Public Works may approve off-site management measures provided that all of the following conditions are met:
 - 1. The City of Cedarburg Department of Engineering and Public Works determines that the post-construction runoff is covered by a storm water management system plan that is approved by the City of Cedarburg and that contains management requirements consistent with the purpose and intent of this ordinance.
 - 2. The off-site facility meets all of the following conditions:
 - a. The facility is in place.

- b. The facility is designed and adequately sized to provide a level of storm water control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this ordinance.
 - c. The facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (c) Where a regional treatment option exists such that the City of Cedarburg Department of Engineering and Public Works exempts the applicant from all or part of the minimum on-site storm water management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the City of Cedarburg Department of Engineering and Public Works. In determining the fee for post-construction runoff, the City of Cedarburg Department of Engineering and Public Works shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option. Fee in Lieu of Costs in effect at the time of publishing this ordinance are as shown in the following table and subject to modification pursuant to section 14-2-13 herein.

Fee in Lieu of Costs – City of Cedarburg Stormwater Ordinance	
Land Use	Fee/Acre of Land Developed
Residential (1&2 Family)	\$4,000
Commercial, Industrial and Multi-Family	\$10,000

- (7) **ADDITIONAL REQUIREMENTS.** The City of Cedarburg Department of Engineering and Public Works may establish storm water management requirements more stringent than those set forth in this ordinance if the City of Cedarburg Department of Engineering and Public Works determines that the requirements are needed to control storm water quantity or control flooding, comply with federally approved total maximum daily load requirements, or control pollutants associated with existing development or redevelopment.

S. 14-2-08 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (1) **PERMIT REQUIRED.** No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the City of Cedarburg Department of Engineering and Public Works prior to commencing the proposed activity.
- (2) **PERMIT APPLICATION AND FEES.** Unless specifically excluded by this ordinance, any responsible party desiring a permit shall submit to the City of Cedarburg Department of Engineering and Public Works a permit application on a form provided by the City of Cedarburg Department of Engineering and Public Works for that purpose.

- (a) Unless otherwise excluded by this ordinance, a permit application must be accompanied by a storm water management plan, a maintenance agreement and a non-refundable permit administration fee.
 - (b) The storm water management plan shall be prepared to meet the requirements of S. 14-2-07 and S. 14-2-09, the maintenance agreement shall be prepared to meet the requirements of S. 14-2-10, the financial guarantee shall meet the requirements of S. 14-2-11, and fees shall be those established by the City of Cedarburg as set forth in S. 14-2-13.
- (3) **PERMIT APPLICATION REVIEW AND APPROVAL.** The City of Cedarburg Department of Engineering and Public Works shall review any permit application that is submitted with a storm water management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
 - (a) Within 30 business days of the receipt of a complete permit application, including all items as required by sub. (2), the City of Cedarburg Department of Engineering and Public Works shall inform the applicant whether the application, storm water management plan and maintenance agreement are approved or disapproved based on the requirements of this ordinance.
 - (b) If the storm water permit application, storm water management plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of storm water management practices is made, the City of Cedarburg Department of Engineering and Public Works shall issue the permit.
 - (c) If the storm water permit application, storm water management plan or maintenance agreement is disapproved, the City of Cedarburg Department of Engineering and Public Works shall detail in writing the reasons for disapproval.
 - (d) The City of Cedarburg Department of Engineering and Public Works may request additional information from the applicant. If additional information is submitted, the City of Cedarburg Department of Engineering and Public Works shall have 30 business days from the date the additional information is received to inform the applicant that the storm water management plan and maintenance agreement are either approved or disapproved.
 - (e) Failure by the City of Cedarburg Department of Engineering and Public Works to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed an approval of the submittal and the applicant may proceed as if a permit had been issued.
- (4) **PERMIT REQUIREMENTS.** All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The City of Cedarburg Department of Engineering and Public Works may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the City of Cedarburg Department of Engineering and Public Works to suspend or revoke this permit may be appealed in accordance with S. 14-2-15.
 - (a) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.

- (b) The responsible party shall design and install all structural and non-structural storm water management measures in accordance with the approved storm water management plan and this permit.
- (c) The responsible party shall notify the City of Cedarburg Department of Engineering and Public Works at least 10 business days before commencing any work in conjunction with the storm water management plan, and within 10 business days upon completion of the storm water management practices. If required as a special condition under sub. (5), the responsible party shall make additional notification according to a schedule set forth by the City of Cedarburg Department of Engineering and Public Works so that practice installations can be inspected during construction.
- (d) Practice installations required as part of this ordinance shall be certified "as built" or "record" drawings by a licensed professional engineer. Completed storm water management practices must pass a final inspection by the City of Cedarburg Department of Engineering and Public Works or its designee to determine if they are in accordance with the approved storm water management plan and ordinance. The City of Cedarburg Department of Engineering and Public Works or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.
- (e) The responsible party shall notify the City of Cedarburg Department of Engineering and Public Works of any significant modifications it intends to make to an approved storm water management plan. The City of Cedarburg Department of Engineering and Public Works may require that the proposed modifications be submitted to it for approval prior to incorporation into the storm water management plan and execution by the responsible party.
- (f) The responsible party shall maintain all storm water management practices in accordance with the storm water management plan until the practices either become the responsibility of the City of Cedarburg, or are transferred to subsequent private owners as specified in the approved maintenance agreement.
- (g) The responsible party authorizes the City of Cedarburg Department of Engineering and Public Works, or its designee, to perform any work or operations necessary to bring storm water management measures into conformance with the approved storm water management plan, and consents to a special assessment or charge against the property as authorized under subch. VII of Ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under S. 14-2-11.
- (h) If so directed by the City of Cedarburg Department of Engineering and Public Works, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved storm water management plan.
- (i) The responsible party shall permit property access to the City of Cedarburg Department of Engineering and Public Works or its designee for the purpose of inspecting the property for compliance with the approved storm water management plan and this permit or for work performed pursuant to subsection 14-2-08(4)(g) above.

- (j) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the City of Cedarburg Department of Engineering and Public Works may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.
- (k) The responsible party is subject to the enforcement actions and penalties detailed in S. 14-2-14, if the responsible party fails to comply with the terms of this permit.
- (5) **PERMIT CONDITIONS.** Permits issued under this subsection may include conditions established by City of Cedarburg Department of Engineering and Public Works in addition to the requirements needed to meet the performance standards in S. 14-2-07 or a financial guarantee as provided for in S. 14-2-11.
- (6) **PERMIT DURATION.** Permits issued under this section shall be valid from the date of issuance through the date the City of Cedarburg Department of Engineering and Public Works notifies the responsible party that all storm water management practices have passed the final inspection required under sub. (4)(d).

S. 14-2-09 STORM WATER MANAGEMENT PLAN.

- (1) **STORM WATER MANAGEMENT PLAN REQUIREMENTS.** The storm water management plan required under S. 14-2-07 (2) shall contain at a minimum the following information:
 - (a) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of storm water management practices; and person(s) responsible for maintenance of storm water management practices prior to the transfer, if any, of maintenance responsibility to another party.
 - (b) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.
 - (c) Pre-development site conditions, including:
 - 1. One or more site maps at a scale of not less than 1 inch equals 50 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed 1 foot; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all storm water conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the 100 year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to s. NR 811.16, Wis. Adm. Code.

2. Hydrology and pollutant loading computations as needed to show compliance with performance standards. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
- (d) Post-development site conditions, including:
1. Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.
 2. Explanation of any restrictions on storm water management measures in the development area imposed by wellhead protection plans and ordinances.
 3. One or more site maps at a scale of not less than 1 inch equals 50 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction topographic contours of the site at a scale not to exceed 1 foot; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for all storm water conveyance sections; location and type of all storm water management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainage way; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.
 4. Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
 5. Results of investigations of soils and groundwater required for the placement and design of storm water management measures. Detailed drawings including cross-sections and profiles of all permanent storm water conveyance and treatment practices.
- (e) A description and installation schedule for the storm water management practices needed to meet the performance standards in S. 14-2-07.
- (f) A maintenance plan developed for the life of each storm water management practice including the required maintenance activities and maintenance activity schedule.
- (g) Cost estimates for the construction, operation, and maintenance of each storm water management practice.

- (h) Other information requested in writing by the [administering authority] to determine compliance of the proposed storm water management measures with the provisions of this ordinance.
- (i) All site investigations, plans, designs, computations, and drawings shall be certified by a [licensed professional engineer] to be prepared in accordance with accepted engineering practice and requirements of this ordinance.
- (2) **ALTERNATE REQUIREMENTS.** The City of Cedarburg Department of Engineering and Public Works may prescribe alternative submittal requirements for applicants seeking an exemption to on-site storm water management performance standards under S. 14-2-07 (5).

S. 14-2-10 MAINTENANCE AGREEMENT.

- (1) **MAINTENANCE AGREEMENT REQUIRED.** The maintenance agreement required under S. 14-2-08 (2) for storm water management practices shall be an agreement between the City of Cedarburg Department of Engineering and Public Works and the responsible party to provide for maintenance of storm water practices beyond the duration period of this permit. The maintenance agreement shall be recorded with the County Register of Deeds as a property deed restriction and shall be binding upon all subsequent owners of the land served by the storm water management practices.
- (2) **AGREEMENT PROVISIONS.** The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by S. 14-2-09 (1)(f):
 - (a) Identification of the storm water facilities and designation of the drainage area served by the facilities.
 - (b) A schedule for regular maintenance of each aspect of the storm water management system consistent with the storm water management plan required under S. 14-2-08 (2).
 - (c) Identification of the responsible party(s), organization or city, county, town or village responsible for long term maintenance of the storm water management practices identified in the storm water management plan required under S. 14-2-08 (2).
 - (d) Requirement that the responsible party(s), organization, or city, county, town or village shall maintain storm water management practices in accordance with the schedule included in par. (b).
 - (e) Authorization for the City of Cedarburg Department of Engineering and Public Works to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement and perform corrective actions pursuant to subsection 14-2-10(2)(h), below.
 - (f) A requirement of the City of Cedarburg Department of Engineering and Public Works to maintain public records of the results of the site inspections for the period specified in the Maintenance Agreement, but in no event longer than 7 years, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.

- (g) Agreement that the party designated under par. (c), as responsible for long term maintenance of the storm water management practices, shall be notified by the City of Cedarburg Department of Engineering and Public Works of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City of Cedarburg Department of Engineering and Public Works.
- (h) Authorization of the City of Cedarburg Department of Engineering and Public Works to perform the corrected actions identified in the inspection report if the responsible party designated under par. (c) does not make the required corrections in the specified time period. If the costs of the corrective actions are not timely paid, the City of Cedarburg shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to subch. VII of Ch. 66, Wis. Stats.
- (i) The maintenance agreement shall be terminated at such time that responsibility for maintenance of the stormwater management practice is legally transferred to the City of Cedarburg Department of Engineering and Public Works or agency acceptable to the City of Cedarburg Department of Engineering and Public Works, through a written, binding agreement. The termination date of the maintenance agreement required under Sec. 8(a) shall be the date upon which the legal transfer of maintenance responsibility to the City of Cedarburg Department of Engineering and Public Works or agency is made effective.

S. 14-2-11 FINANCIAL GUARANTEE.

- (1) **ESTABLISHMENT OF THE GUARANTEE.** The City of Cedarburg Department of Engineering and Public Works may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the City of Cedarburg Department of Engineering and Public Works. The financial guarantee shall be in an amount determined by the City of Cedarburg Department of Engineering and Public Works to be the estimated cost of construction and the estimated cost of maintenance of the storm water management practices during the period which the designated party in the maintenance agreement has maintenance responsibility, but not to exceed the estimated construction cost plus 25%. The financial guarantee shall give the City of Cedarburg Department of Engineering and Public Works the authorization to use the funds to complete the storm water management practices if the responsible party defaults or does not properly implement the approved storm water management plan, upon written notice to the responsible party by the City of Cedarburg Department of Engineering and Public Works that the requirements of this ordinance have not been met.
- (2) **CONDITIONS FOR RELEASE.** Conditions for the release of the financial guarantee are as follows:
 - (a) The City of Cedarburg Department of Engineering and Public Works shall release the portion of the financial guarantee established under this section to assure installation of the storm water management practices, less any costs incurred by the City of Cedarburg Department of Engineering and Public Works to complete installation of practices, upon submission of "as built plans" or "record" drawings by a licensed professional engineer and confirmation that the practices comply

fully with the Permit. The City of Cedarburg Department of Engineering and Public Works may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

- (b) The City of Cedarburg Department of Engineering and Public Works shall release the portion of the financial guarantee established under this section to assure maintenance of storm water practices, less any costs incurred by the City of Cedarburg Department of Engineering and Public Works, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

S. 14-2-12 ILLICIT DISCHARGE PROHIBITION AND DISCONNECTION.

- (1) **INTENT.** This section establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.
- (2) **APPLICABILITY.** This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.
- (3) **RESPONSIBILITY FOR ADMINISTRATION.** The City of Cedarburg Department of Engineering and Public Works shall be deemed the authorized enforcement agency, as that term is used herein, for purposes of administering, implementing, and enforcing the provisions of this ordinance. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated by that agency to persons or entities acting in the beneficial interest of or in the employ of the City.
- (4) **ILLICIT DISCHARGE PROHIBITIONS**
 - (a) No person shall discharge or cause to be discharged into the municipal storm sewer system or watercourses any materials, including but not limited, to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.
 - (b) **Exemptions.** The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
 - 1. The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), firefighting activities, and any other water source not containing Pollutants.
 - 2. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
 - 3. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

4. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.
- (5) **ILLICIT CONNECTION PROHIBITIONS.** The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (6) **SUSPENSION OF MS4 ACCESS**
 - (a) **Suspension due to Illicit Discharges in Emergency Situations.** The authorized enforcement agency may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.
 - (b) **Suspension due to the Detection of Illicit Discharge.** Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.
- (7) **MONITORING OF DISCHARGES**
 - (a) The authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance.
 - (b) Facility operators shall allow the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
 - (c) Unreasonable delays in allowing the authorized enforcement agency access to a permitted facility is a violation of a stormwater discharge permit and of this ordinance. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.
 - (d) If the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate

probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant or special inspection warrant from any court of competent jurisdiction.

- (8) **REQUIREMENTS. Requirement to Prevent, Control, and Reduce Stormwater Pollutants by the Use of Best Management Practices.** The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system.
- (9) **WATERCOURSE PROTECTION.** Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use function, or physical integrity of the watercourse.
- (10) **NOTIFICATION OF SPILLS.** Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person, shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the authorized enforcement agency within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

S. 14-2-13 FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the City of Cedarburg Department of Engineering and Public Works and may from time to time be modified by resolution of the Common Council of the City of Cedarburg. A schedule of the fees established by the City of Cedarburg Department of Engineering and Public Works shall be available for review in City Hall.

S. 14-2-14 ENFORCEMENT.

- (1) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this ordinance by any person, firm, association, or corporation subject to the ordinance provisions shall be deemed a violation unless conducted in accordance with the requirements of this ordinance.
- (2) The City of Cedarburg Department of Engineering and Public Works shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.
- (3) Upon receipt of written notification from the City of Cedarburg Department of Engineering and Public Works under sub. (2), the responsible party shall correct work that does not comply with the storm water management plan or other provisions of this permit within 30 days. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City of Cedarburg Department of Engineering and Public Works in the notice.
- (4) If the violations to a permit issued pursuant to this ordinance are likely to result in damage to properties, public facilities, or waters of the state, the City of Cedarburg Department of Engineering and Public Works may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the City of Cedarburg Department of Engineering and Public Works plus interest and legal costs shall be billed to the responsible party.
- (5) The City of Cedarburg Department of Engineering and Public Works is authorized to post a stop work order on all land disturbing construction activity that is in violation of this ordinance, or to request the City of Cedarburg Attorney to obtain a cease and desist order in any court with jurisdiction.
- (6) The City of Cedarburg Department of Engineering and Public Works may revoke a permit issued under this ordinance for non-compliance with ordinance provisions.
- (7) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the City of Cedarburg Department of Engineering and Public Works or by a court with jurisdiction.
- (8) The City of Cedarburg Department of Engineering and Public Works is authorized to refer any violation of this ordinance, or a stop work order or cease and desist order issued pursuant to this ordinance, to the City of Cedarburg Attorney for the commencement of further legal proceedings in any court with jurisdiction.
- (9) Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a forfeiture of not less than 100 dollars or more than 500 dollars per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.
- (10) Every violation of this ordinance is a public nuisance. Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.
- (11) When the City of Cedarburg Department of Engineering and Public Works determines that the holder of a permit issued pursuant to this ordinance has failed to follow practices

set forth in the storm water management plan, or has failed to comply with any other terms of said storm water management plan, the City of Cedarburg Department of Engineering and Public Works or a party designated by the City of Cedarburg Department of Engineering and Public Works may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved storm water management plan. The City of Cedarburg Department of Engineering and Public Works shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to S. 14-2-11 of this ordinance. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

S. 14-2-15 APPEALS.

- (1) **PUBLIC WORKS AND SEWERAGE COMMISSION.** The Public Works and Sewerage Commission, created pursuant to section 2-4-2 of the City of Cedarburg zoning ordinances pursuant to s. 62.23 (7)(e), Wis. Stats., shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City of Cedarburg Department of Engineering and Public Works in administering this ordinance. The Public Works and Sewerage Commission shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the Public Works and Sewerage Commission may authorize variances from the provisions of this ordinance that are not contrary to the public interest, and where owing to special conditions a literal enforcement of the ordinance will result in unnecessary hardship.
- (2) **WHO MAY APPEAL.** Appeals to the Public Works and Sewerage Commission may be taken by any aggrieved person or by an officer, department, board, or bureau of the City of Cedarburg affected by any decision of the City of Cedarburg Department of Engineering and Public Works.

S. 14-2-16 SEVERABILITY.

If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

S. 14-2-17 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication.

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

Passed and adopted this 11th day of December, 2017.

Kip Kinzel, Mayor

Countersigned:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. F.

TITLE: Consider Ordinance No. 2017-36 – Repeal and recreate Title 15 Chapter 2 of the Municipal Code – Construction Site Erosion Control; and action thereon

ISSUE SUMMARY: The DNR is requiring municipalities to update their erosion control ordinances to be consistent with current state laws and to help achieve water quality standards. As part of a 50% matching state grant program, the City retained AECOM to redraft the Ordinance. The City Attorney has reviewed and edited the language to address legal concerns.

STAFF RECOMMENDATION: Staff recommends adoption of Ordinance No. 2017-36.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Minimal impact for the City.

ATTACHMENTS:

- Copy of proposed Ordinance No. 2017-36

INITIATED/REQUESTED BY: DNR

FOR MORE INFORMATION CONTACT: Tom Wiza – Director of Engineering and Public Works
(262)375-7610

ORDINANCE NO. 2017-36

An Ordinance Repealing and Recreating Title 15 Chapter 2 of the City of Code of Ordinances

EROSION CONTROL

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

SECTION 1. Sec. 14-2 of the Municipal Code of the City of Cedarburg is hereby deleted and recreated as follows:

- S. 15-2-01 Authority**
- S. 15-2-02 Findings of Fact**
- S. 15-2-03 Purpose**
- S. 15-2-04 Applicability and Jurisdiction**
 - (1) Applicability
 - (2) Jurisdiction
 - (3) Exclusions
- S. 15-2-05 Definitions**
- S. 15-2-06 Applicability of Maximum Extent Practicable**
- S. 15-2-07 Technical Standards**
- S. 15-2-08 Performance Standards for Construction Sites Under One Acre**
 - (1) Responsible Party
 - (2) Erosion and Sediment Control Practices
 - (3) Location
 - (4) Implementation
- S. 15-2-09 Performance Standards for Construction Sites of One Acre or More**
 - (1) Responsible Party
 - (2) Erosion and Sediment Control Plan
 - (3) Erosion and Other Pollutant Control Requirements
 - (4) Implementation
- S. 15-2-10 Permitting Requirements, Procedures and Fees**
 - (1) Permit Required
 - (2) Permit Application and Fees
 - (3) Permit Application Review and Approval
 - (4) Surety Bond
 - (5) Permit Requirements
 - (6) Permit Conditions
 - (7) Permit Duration
 - (8) Maintenance
- S. 15-2-11 Erosion and Sediment Control Plan, Statement and Amendments**
 - (1) Erosion and Sediment Control Plan Statement
 - (2) Erosion and Sediment Control Plan Requirements
 - (3) Erosion and Sediment Control Plan Amendments
- S. 15-2-12 Fee Schedule**
- S. 15-2-13 Inspection**
- S. 15-2-14 Enforcement**

- S. 15-2-15 Appeals**
 (1) Department of Engineering and Public Works and Sewerage Commission
 (2) Who May Appeal
S. 15-2-16 Severability
S. 15-2-17 Effective Date

CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

Use of this ordinance will foster consistent, statewide application of the construction site performance standards for new development and redevelopment contained in subchapters III and IV of ch. NR 151, Wis. Adm. Code.

S. 15-2-01 AUTHORITY.

- (1) This ordinance is adopted under the authority granted by s. 62.234, Wis. Stats, as amended. This ordinance supersedes all provisions of an ordinance previously enacted under s. 62.23, Wis. Stats., that relate to construction site erosion control. Except as otherwise specified in s. 62.234, Wis. Stats., s. 62.23, Wis. Stats., as amended, applies to this ordinance and to any amendments to this ordinance.
- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.
- (3) The Common Council hereby designates the City Inspector to administer and enforce the provisions of this ordinance.
- (4) The requirements of this ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals, including those authorized under ss. 281.16 and 283.33, Wis. Stats.
 - (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under s. NR 151.004, Wis. Adm. Code.

S. 15-2-02 FINDINGS OF FACT.

The Common Council acknowledges that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in City of Cedarburg.

S. 15-2-03 PURPOSE.

It is the purpose of this ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the City of Cedarburg.

S. 15-2-04 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

- (a) Except as provided under par. (b), this ordinance applies to any construction site as defined under S. 15-2-05 (8).
- (b) This ordinance does not apply to the following:
 - 1. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
 - 2. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
 - 3. Nonpoint discharges from agricultural facilities and practices.
 - 4. Nonpoint discharges from silviculture activities.
 - 5. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
- (c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to construction sites of any size that, as determined by the City Inspector, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting of particulate.

(2) JURISDICTION.

This ordinance applies to land disturbing construction activities on lands within the boundaries and jurisdiction of the City of Cedarburg, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to s. 236.45 (2) and (3), Wis. Stats..

(3) EXCLUSIONS.

This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

S. 15-2-05 DEFINITIONS.

- (1) “Administering authority” means a governmental employee, or a regional planning commission empowered under s. 62.234, Wis. Stats., that is designated by the Common Council to administer this ordinance.
- (2) “Agricultural facilities and practices” has the meaning in s. 281.16 (1), Wis. Stats, as amended.
- (3) “Best management practice” or “BMP” means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.
- (4) “Business day” means a day the office of the City Inspector is routinely and customarily open for business.
- (5) “Cease and desist order” means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit

- issued by the City Inspector.
- (6) “City Inspector” means the City Engineer, City Inspector, or their designees.
 - (7) “Common Council” means the City of Cedarburg Common Council.
 - (8) “Construction site” means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
 - (9) “Design Storm” means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
 - (10) “Division of land” means the creation from one parcel of 4 or more parcels or building sites of one and one-half (1.5) or fewer acres each in area where such creation occurs at one time or through the successive partition within a 5-year period.
 - (11) “Erosion” means the process by which the land’s surface is worn away by the action of wind, water, ice or gravity.
 - (12) “Erosion and sediment control plan” means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.
 - (13) “Extraterritorial” means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.
 - (14) “Final stabilization” means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
 - (15) “Governing body” means City of Cedarburg Common Council.
 - (16) “Land disturbing construction activity” means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
 - (17) "Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
 - (18) “Maximum extent practicable” means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with S. 15-2-06 of this ordinance.
 - (19) “Performance standard” means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
 - (20) “Permit” means a written authorization made by the City Inspector to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.
 - (21) “Pollutant” has the meaning given in s. 283.01 (13), Wis. Stats.

- (22) “Pollution” has the meaning given in s. 281.01 (10), Wis. Stats.
- (23) “Responsible party” means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.
- (24) “Runoff” means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
- (25) “Sediment” means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.
- (26) "Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (27) “Site” means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.
- (28) “Stop work order” means an order issued by the City Inspector which requires that all construction activity on the site be stopped.
- (29) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (30) “Transportation facility” means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats, as amended. “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 101.1206, Wis. Stats, as amended.
- (31) “Waters of the state” includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

S. 15-2-06 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the City Inspector’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

S. 15-2-07 TECHNICAL STANDARDS.

All BMPs required for compliance with this ordinance shall meet design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.

- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
- (3) Technical standards and methods approved by the City Inspector.

S. 15-2-08 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES UNDER ONE ACRE.

- (1) RESPONSIBLE PARTY. The responsible party shall comply with this section.
- (2) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - (a) The deposition of soil from being tracked onto streets by vehicles.
 - (b) The discharge of sediment from disturbed areas into on-site storm water inlets.
 - (c) The discharge of sediment from disturbed areas into adjacent waters of the state.
 - (d) The discharge of sediment from drainage ways that flow off the site.
 - (e) The discharge of sediment by dewatering activities.
 - (f) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.

The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
- (3) LOCATION. The BMPs shall be located so that treatment occurs before runoff enters waters of the state.
- (4) IMPLEMENTATION. The BMPs used to comply with this section shall be implemented as follows:
 - (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin.
 - (b) Erosion and sediment control practices shall be maintained until final stabilization.
 - (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

S. 15-2-09 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE OR MORE.

- (1) **RESPONSIBLE PARTY.** The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with S. 15-2-11.
- (2) **EROSION AND SEDIMENT CONTROL PLAN.** A written site-specific erosion and sediment control plan shall be developed in accordance with S. 15-2-11 of this ordinance and implemented for each construction site.
- (3) **EROSION AND OTHER POLLUTANT CONTROL REQUIREMENTS.** The erosion and sediment control plan required under sub. (2) shall include the following:
 - (a) **EROSION AND SEDIMENT CONTROL PRACTICES.** Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 1. The deposition of soil from being tracked onto streets by vehicles.
 2. The discharge of sediment from disturbed areas into on-site storm water inlets.
 3. The discharge of sediment from disturbed areas into adjacent waters of the state.
 4. The discharge of sediment from drainage ways that flow off the site.
 5. The discharge of sediment by dewatering activities.
 6. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 7. The discharge of sediment from erosive flows at outlets and in downstream channels.
 8. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
 9. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.
 - (b) **SEDIMENT PERFORMANCE STANDARDS.** In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:
 1. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.

Notwithstanding subd. 1., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

- (c) **PREVENTIVE MEASURES.** The erosion and sediment control plan shall incorporate all of the following:
 - 1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 - 2. Minimization of soil compaction and preservation of topsoil.
 - 3. Minimization of land disturbing construction activity on slopes of 20 percent or more.
 - 4. Development of spill prevention and response procedures.
- (d) **LOCATION.** The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.
- (4) **IMPLEMENTATION.** The BMPs used to comply with this section shall be implemented as follows:
 - (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in S. 15-2-09 (2).
 - (b) Erosion and sediment control practices shall be maintained until final stabilization.
 - (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

S. 15-2-10 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (1) **PERMIT REQUIRED.** No responsible party may commence a land disturbing construction activity subject to this ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the City Inspector.
- (2) **PERMIT APPLICATION AND FEES.** The responsible party that will undertake a land disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of S. 15-2-11, and shall pay an application fee to the City Inspector in the amount specified in S. 15-2-12. By submitting an application, the applicant is authorizing the City Inspector to enter the site to obtain information required for the review of the erosion and sediment control plan.
- (3) **PERMIT APPLICATION REVIEW AND APPROVAL.** The City Inspector shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

- (a) Within 30 business days of the receipt of a complete permit application, as required by sub. (2), the City Inspector shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this ordinance.
- (b) If the permit application and erosion and sediment control plan are approved, the City Inspector shall issue the permit.
- (c) If the permit application or erosion and sediment control plan is disapproved, the City Inspector shall state in writing the reasons for disapproval.
- (d) The City Inspector may request additional information from the applicant. If additional information is submitted, the City Inspector shall have 30 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
- (e) Failure by the City Inspector to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (4) **SURETY BOND.** As a condition of approval and issuance of the permit, the City Inspector may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.
- (5) **PERMIT REQUIREMENTS.** All permits shall require the responsible party to:
 - (a) Notify the City Inspector within 48 hours of commencing any land disturbing construction activity.
 - (b) Notify the City Inspector of completion of any BMPs within 14 days after their installation.
 - (c) Obtain permission in writing from the City Inspector prior to any modification pursuant to S. 15-2-11 (3) of the erosion and sediment control plan.
 - (d) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (e) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
 - (f) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
 - (g) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in an inspection log that also includes the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.
 - (h) Allow the City Inspector to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.
- (6) **PERMIT CONDITIONS.** Permits issued under this section may include conditions established by City Inspector in addition to the requirements set forth in sub. (5), where needed to assure compliance with the performance standards in S. 15-2-08 or S. 15-2-09.

- (7) **PERMIT DURATION.** Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The City Inspector may grant one or more extensions not to exceed 180 days cumulatively. The City Inspector may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this ordinance.
- (8) **MAINTENANCE.** The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

S. 15-2-11 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT AND AMENDMENTS.

- (1) **EROSION AND SEDIMENT CONTROL PLAN STATEMENT.** An erosion and sediment control plan statement shall be prepared as required under S. 15-2-04(1) and S. 15-2-05(8). This statement shall be submitted to the City Inspector. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the ordinance. A site map shall also accompany the erosion and sediment control plan statement.
- (2) **EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS.**
 - (a) An erosion and sediment control plan shall be prepared and submitted to the City Inspector.
 - (b) The erosion and sediment control plan shall be designed to meet the performance standards in S. 15-2-08, S. 15-2-09 and other requirements of this ordinance.
 - (c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - 1. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - 2. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - 3. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

4. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 5. Calculations to show the compliance with the performance standard in S. 15-2-09 (3)(b)1.
 6. Existing data describing the surface soil as well as subsoils.
 7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 8. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.
1. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
 2. Boundaries of the construction site.
 3. Drainage patterns and approximate slopes anticipated after major grading activities.
 4. Areas of soil disturbance.
 5. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 6. Location of areas where stabilization BMPs will be employed.
 7. Areas which will be vegetated following land disturbing construction activities.
 8. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 9. Areas(s) used for infiltration of post-construction storm water runoff.
 10. An alphanumeric or equivalent grid overlying the entire construction site map.
- (e) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:
1. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.

2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the City Inspector, structural measures shall be installed on upland soils.
 3. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
 4. Trapping of sediment in channelized flow.
 5. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
 6. Protection of downslope drainage inlets where they occur.
 7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 8. Clean up of off-site sediment deposits.
 9. Proper disposal of building and waste material.
 10. Stabilization of drainage ways.
 11. Installation of permanent stabilization practices as soon as possible after final grading.
 12. Minimization of dust to the maximum extent practicable.
- (f) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.
- (3) **EROSION AND SEDIMENT CONTROL PLAN AMENDMENTS.** The applicant shall amend the erosion and sediment control plan if any of the following occur:
- (a) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
 - (b) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (c) The City Inspector notifies the applicant in writing of changes needed in the erosion and sediment control plan.

S. 15-2-12 FEE SCHEDULE.

A schedule of the permit fees established by the City Inspector shall be available for review in City Hall. The permit fees may be modified by resolution of the Common Council for the City of Cedarburg.

S. 15-2-13 INSPECTION.

If land disturbing construction activities are occurring without a permit required by this ordinance, the City Inspector may enter the land pursuant to the provisions of ss. 66.0119 (1), (2), and (3), Wis. Stats.

S. 15-2-14 ENFORCEMENT.

- (1) The City Inspector may post a stop work order if any of the following occurs:
 - (a) Land disturbing construction activity regulated under this ordinance is occurring without a permit.
 - (b) The erosion and sediment control plan is not being timely implemented or implemented pursuant to its terms.
 - (c) The conditions of the permit are not being met.
 - (d) The City Inspector has notified the applicant in writing of a change to the erosion and sediment control plan, pursuant to section 15-2-11(3)(c), herein, and the applicant has not timely implemented the changes to the plan.
- (2) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the City Inspector may revoke the permit.
- (3) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the City Inspector, or if a responsible party violates a stop work order posted under sub. (1), the City Inspector may request the City of Cedarburg Attorney to obtain a cease and desist order in any court with jurisdiction.
- (4) The City Inspector or the Department of Public Works and Sewerage Commission may retract the stop work order issued under sub. (1) or the permit revocation under sub. (2).
- (5) After posting a stop work order under sub. (1), the City Inspector may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The City Inspector or its designee may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the City Inspector, plus interest at the rate of twelve percent (12%) per annum shall be billed to the responsible party. In the event a responsible party fails to timely pay the amount due, the City Clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to subch. VII of ch. 66, Wis. Stats.
- (6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than \$100 nor more than \$500 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (7) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

S. 15-2-15 APPEALS.

- (1) **PUBLIC WORKS AND SEWERAGE COMMISSION.** The Public Works and Sewerage Commission created pursuant to the City's zoning ordinance pursuant to s. 62.23 (7)(e), Wis. Stats.:
 - (a) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City Inspector in administering this ordinance except for cease and desist orders obtained under S. 15-2-14 (3).
 - (b) May authorize, upon appeal, variances from the provisions of this ordinance which are not contrary to the public interest and where owing to special

conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship; and

- (c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.
- (2) **WHO MAY APPEAL.** Appeals to the Public Works and Sewerage Commission may be taken by the Responsible party, any aggrieved person, or by any office, department, board, or bureau of the City of Cedarburg affected by any decision of the City Inspector.

S. 15-2-16 SEVERABILITY.

If a court of competent jurisdiction judges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of the ordinance shall remain in force and not be affected by such judgment.

S. 15-2-17 EFFECTIVE DATE.

This ordinance shall be in force and effect from and after its adoption and publication.

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

Passed and adopted this 11th day of December, 2017.

Kip Kinzel, Mayor

Countersigned:

Constance K. McHugh, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. G.

TITLE: Discuss missed garbage pickups by Waste Management; and possible action thereon

ISSUE SUMMARY: Earlier this year Waste Management approached the City with a proposal to add Friday refuse and recycling collection. Prior to that, the City-wide refuse and recycling pickup was completed in four days. In consideration of the growth that has occurred in Cedarburg, the City agreed to the Monday through Friday pickup.

One complication this new schedule creates is that when there is a holiday, the Friday pickup moves to Saturday. Since City Hall is closed Saturday, residents have no way to report missed pickups, and therefore it is imperative that Waste Management complete the Saturday pickup as scheduled. The same is true if Waste Management misses any Friday pickups, as happened on December 1.

Residents become confused when the Saturday pickup is missed. Those who use bags have to worry about animals getting at it, and thus they have to haul the bags back into the garage overnight. Since we have no way to advise them what to do on the weekend, many folks get up early on Sunday morning and place the garbage back out at the curb. Then they end up taking it back in the house Sunday night and have to place it out again Monday with the hope that Waste Management will pick it up.

This is a major frustration for residents on the Friday route, and it has happened three times this year to some residents. Since we have heard nothing from Waste Management about how they plan to prevent this from happening again; I am recommending we fine them for the missed pickups.

Section C-18 of our contract with Waste Management has a provision establishing a \$25 fine for missed pickups. In this case the recycling carts were picked up but not the garbage.

STAFF RECOMMENDATION: There were 159 missed garbage pickups on Friday December 1st. One option would be to fine Waste Management \$12.50 per missed garbage pickup or \$1987.50. Alternatively, since they actually bill us \$8.71/month for each refuse stop, we could deduct from their next payment \$8.71/4.33 weeks per month or \$2.01 per pickup. That totals \$319.59, which would represent the actual cost Waste Management bills us for the 159 refuse pickups. I am looking for some direction on this. The end goal is to receive the consistent customer service from Waste Management that our residents expect.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

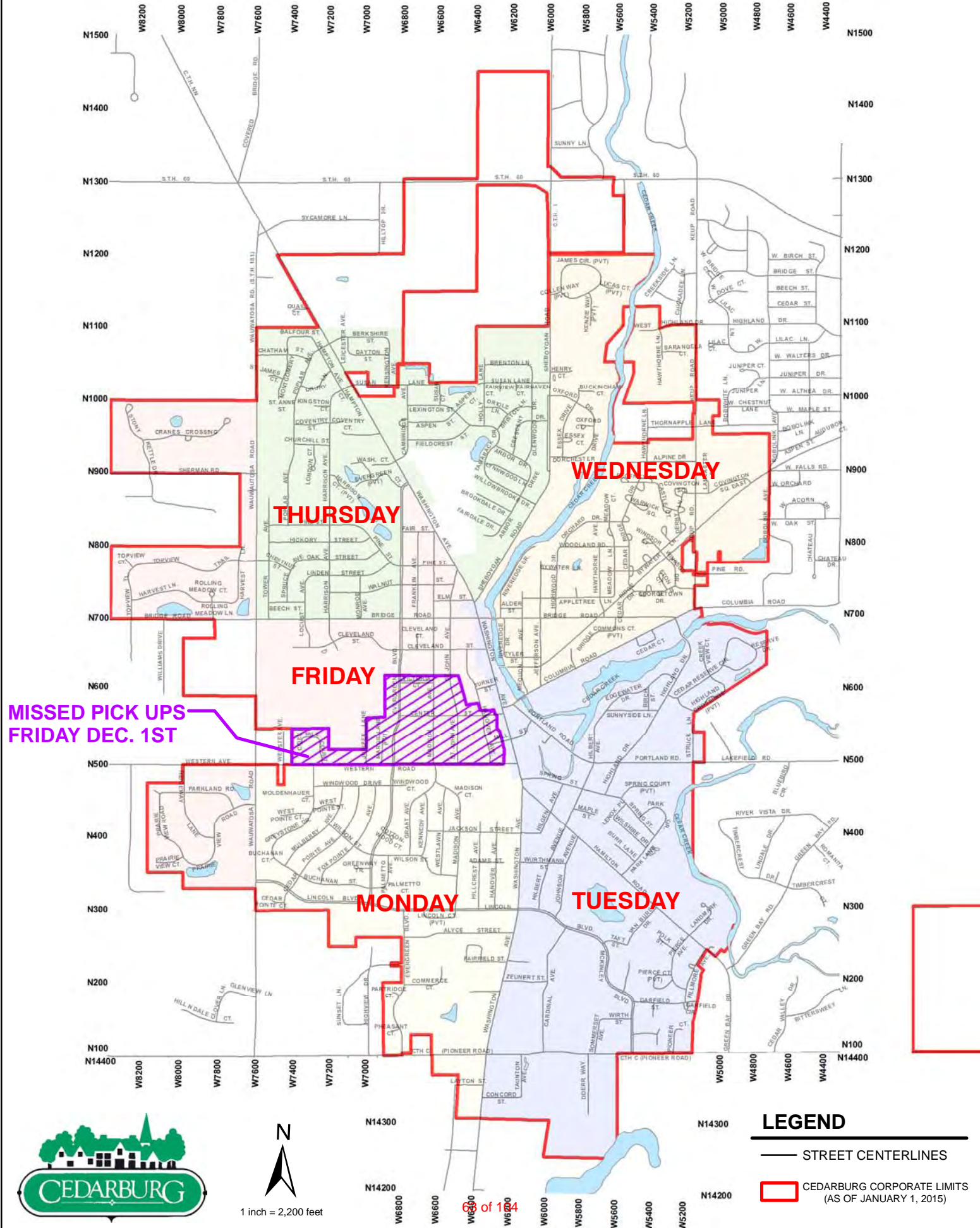
BUDGETARY IMPACT: N/A

ATTACHMENTS: Map of garbage collection routes with area missed highlighted
Copy of Waste Management seven year refuse/recycling contract

INITIATED/REQUESTED BY: Tom Wiza

FOR MORE INFORMATION CONTACT: Tom Wiza – Director of Engineering and Public Works
(262)375-7610

CITY OF CEDARBURG REFUSE COLLECTION MAP



*Clerk's Office has
original signed contract*



**FINAL CONTRACT
FOR
REFUSE AND RECYCLING
CURBSIDE COLLECTION AND DISPOSAL SERVICES**

**CONTRACT BETWEEN
CITY OF CEDARBURG AND
WASTE MANAGEMENT OF WISCONSIN, INC.**

Proposal submitted September 10, 2013

Submitted By: Waste Management of Wisconsin, Inc.

Contact Information: Tony Knoeck, Public Sector Representative
(262) 250-8390 / tknoeck@wm.com

CITY OF CEDARBURG, WISCONSIN
W63 N645 Washington Avenue, P.O. Box 49
Cedarburg, Wisconsin 53012-0049

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CITY OF CEDARBURG

A. FORM OF AGREEMENT

This Agreement made this ____ day of October, 2013, by and between WASTE MANAGEMENT OF WISCONSIN, INC., hereinafter called the "Contractor" and the CITY OF CEDARBURG, Wisconsin, hereinafter called the "City"; Witnesseth, that the Contractor and the City, for the consideration stated herein agree as follows.

B. GENERAL INFORMATION

1. PURPOSE OF THIS SECTION

Although this Section primarily contains information, it is generally intended that operative language herein shall become part of the contract with the chosen Contractor.

2. DESCRIPTION OF THE CITY

The City of Cedarburg, Wisconsin, is located in the southern half of Ozaukee County. The current population of the City is approximately 11,451.

As of August 1, 2013 the City had the following qualified buildings covered under our refuse and recycling contract: approximately 3,818 single-family dwelling units (defined as single-family homes, duplex and condominiums), 64 commercial buildings and 19 apartment buildings (three or four family buildings). For the purpose of this contract, all single and two family dwelling units will be considered one unit and any three or four family buildings will be considered two units when determining per unit costs. In addition, this contract is to cover all refuse and recycling for municipal buildings (see appendix A for complete list). Contractor will provide the adequate waste and recycling containers to each building as part of the contract price.

The City has approved or anticipates approving platted or surveyed lots for approximately 100 additional single-family units as of August 1, 2013, that will be covered by this contract and which may be built over the term of this contract. The City agrees to notify the Contractor of these areas to be serviced, as well as other developments that may be approved during the term of this contract that are to be serviced. All dwelling units within the City not yet built or occupied shall be covered under this contract once they are built and occupied, excluding those areas where the City wouldn't be providing service to under this contract.

Curb-and-gutter streets exist for most of the dwelling units covered by this contract. In the areas lacking curb-and-gutter refuse and recyclables are generally placed near or at the end of driveway. The City does not believe that this should pose any hindrance to the collection program.

3. DESCRIPTION OF CURRENT REFUSE PROGRAM

The City of Cedarburg provides curbside refuse for “qualified buildings”. The City of Cedarburg Code of Ordinances defines “qualified buildings” as occupied buildings which can meet the following limitations:

- * Refuse: collection up to the equivalent of six (6), thirty-two (32) gallon garbage containers per building per week, containers to be provided by property owner.

In addition to the pickup of “qualified buildings”, refuse is collected from all municipal buildings. See Appendix A for complete list.

4. DESCRIPTION OF CURRENT RECYCLING PROGRAM

The City of Cedarburg provides curbside recycling for “qualified buildings”. The City of Cedarburg Code of Ordinances defines “qualified buildings” as occupied buildings which can meet the following limitations:

- * Recycling: comingled collection of one sixty-four (64) or ninety-six (96) gallon recycling cart per building with pickup bi-weekly, containers to be provided by the contractor.

Please note that duplex units (currently 153 in the City) receive two carts per building and 3 or 4 unit apartment buildings (currently 19 in the City) receive four carts per building.

In addition to the pickup of “qualified buildings”, recycling is collected from all municipal buildings. See Appendix A for complete list.

Recycling participation is mandatory by City ordinance. The materials collected include Newspaper (ONP); Mixed Paper, including office paper, school papers, junk mail, magazines, books, boxboard, chipboard, dairy/juice containers, and brown kraft paper bags; Corrugated Cardboard (OOC); Glass Containers (flint, amber and emerald); Aluminum Cans and Foil; Steel or Tin Cans, including empty aerosol cans; Plastics, including all plastic containers bearing the recycling symbol and numbers 1-7 and rigid plastics.

Materials collected by the hauler may be taken to a facility of the Contractor’s choice. The Contractor will keep any net proceeds from the sale of the recyclables. The City has enacted an anti-scavenging ordinance to protect the City and the hauler's interest in the value of the recyclables.

5. APPENDIX

The attached appendix is provided for the information of Contractors:

Appendix B: Weight of Refuse and Recyclables Collected in 2012

The data in Appendix B is furnished by Waste Management of Wisconsin Inc. The City has not audited the data, and thus cannot warrant its accuracy.

C. GENERAL SPECIFICATIONS

1. INTENT

It is the intent of this contract to obtain throughout its term timely and efficient collection and disposal or processing of refuse and recyclables from qualified buildings in the City of Cedarburg. The Contractor shall be responsible for all performance items per the contract, and shall provide and furnish all of labor, materials, necessary tools, expendable equipment and supplies, vehicles transportation services, permits and landfill space required to perform and complete the collection and disposal of refuse; and arrangements with processors required to perform and complete the collection and marketing of recyclables, all in strict accordance with this contract

2. PERIOD OF CONTRACT

This seven year contract shall become effective on January 1, 2014, and shall remain in full force and effect through midnight of December 31, 2020.

At the expiration of this term, the City shall have the option to renegotiate an extension of this contract. The City shall initiate such extension negotiations by serving written notice to the Contractor at least one hundred twenty (120) days prior to expiration of this contract.

3. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES & REGULATIONS

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules and regulations governing the collection, disposal, and processing of refuse and recyclables during the term of this contract.

4. TAXES, LICENSES, PERMITS AND CERTIFICATES

The Contractor shall pay all sales, use, property, income, unemployment, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, the City is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

Immediately upon the awarding of this contract, the Contractor shall secure and pay for at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this contract.

The City will not be responsible for any changes imposed on the landfill operator and/or refuse collection but is responsible only for charges imposed on the landfill operator and/or refuse collection contractor after January 1, 2014 by a Federal or State agency and which represents a statutory obligation for payment on the part of the generator.

5. PERFORMANCE BOND

The successful contractor shall provide the City with a performance bond in the amount of \$100,000 valid for the duration of the contract.

6. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an Independent Contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and local laws.

7. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

8. INSURANCE

The contractor shall carry all insurance coverage required by law or which would normally be expected for the business of refuse and recyclable collection and disposal services. In addition, the Contractor shall carry, at its own expense, as a minimum the following insurance coverage:

- a. Worker's Compensation Insurance and Occupational Diseases Insurance
–statutory amount for Wisconsin.
- b. General Liability Insurance
 1. Bodily injury, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;
 2. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;
 3. Contractual insurance - broad form, with limits of not less than \$1,000,000 each Occurrence/\$2,000,000 aggregate;
- c. Auto Liability Insurance
 1. Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
 2. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; this insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- d. Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.
- e. The Contractor shall include the City as an additional named insured on both General Liability and Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the City. All insurance premiums shall be paid without cost to the City. The Contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. This contract will not be signed with the successful Contractor until proof of coverage and additional named insured has been received and reviewed for acceptability by the City's Director of Engineering and Public Works.

The City shall receive written notice of cancellation or reduction in coverage of any insurance policy at least thirty (30) days prior to the effective date of cancellation or reduction.

9. ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copies of written accident reports as the City may require.

10. DAMAGE

All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to sod, mailboxes, refuse or recycling containers, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill.

11. EMPLOYEES AND CONDUCT

The Contractor shall perform all collection and disposal services in an orderly and efficient manner; to use care and diligence in the performance of this contract; to provide neat, courteous and law abiding personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

12. VEHICLES

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leak any materials, including any fluids from the engine or compacting mechanism.

13. INDEMNITY

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees, employees, from and against any and all liabilities, losses, claims, forfeitures, penalties, actions, payments, recoveries and judgments.

14. DISPOSAL OF REFUSE/RECYCLABLES

The contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Municipal laws, ordinances and regulations. The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse to a licensed disposal site, and shall be responsible for the payment of all tipping fees for refuse. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to a processing site.

(b) Refuse Requirements. The Contractor shall furnish the name and location of the landfill and, if applicable, the transfer station intended to be used during the term of this contract

(c) Recyclables Requirements. The name and location of the facility(s) of the Contractor, or its processor(s) or broker(s), or the market(s), shall be furnished to the City. The Contractor shall be

responsible for payment of all necessary processing costs for recyclables. The Contractor shall retain all proceeds from the sale of recyclable materials.

15. DAYS OF COLLECTION

The City currently receives pickup four days a week (Monday through Thursday). Each day, approximately ¼ of the City receives service. The contractors shall furnish the City with a proposed route map. The Contractor shall furnish at least one (1) refuse collection per qualified building each week for the 52 weeks of the calendar year and one (1) recyclables collection per every other week.

16. HOLIDAYS

For the purposes of this contract, the following holidays shall be deemed official holidays:

- New Year's Day
- Memorial Day (fourth Monday in May)
- Independence Day
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day

Should one of these holidays occur during the Monday through Thursday work week, the collection day shall be rescheduled to the next working day for that week only.

17. HOURS AND STANDARDS OF COLLECTION

The Contractor shall not commence work before 6:30 a.m., and shall cease collection by 8:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances.

The Contractor shall be responsible to collect refuse and recyclables from the curbside. The Contractor shall not be responsible for collection of items that are not properly placed close to the curb (or in those areas without curbs, placing them in equivalent position) so that they are easily accessible to the collector. The Contractor shall return all refuse and recycling containers at each stop to the general location at which they were found.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkway, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. The Contractor shall not be responsible for collecting or cleaning up refuse and recyclables litter that has blown, fallen, leaked, or been scattered from containers through no fault of the collection crew.

The Contractor shall furnish the City with a list of any and all household addresses subject to non-collection due to improper preparation of refuse or recyclables.

18. MISSED PICK-UPS AND COMPLAINTS

In order to insure orderly and consistent collection of refuse and recyclables, the following penalty provision of \$25.00 (twenty-five dollars) per event shall apply:

- (a) Failure to provide same day collection for missed pickups called in by the City before 2:00 p.m.
- (b) Failure to provide collection for missed pickups by 5:00 p.m. the next working day following notification, where notification took place after 2:00 p.m.
- (c) Repeated failure to collect at specific stops on the assigned day.

The above penalties shall be deducted from the amounts due the Contractor on their monthly invoice, as itemized by the City. The imposition of the above penalties is in addition to the other remedies available to insure the performance of the contract, and shall not be construed as a limitation of rights under the contract.

19. DATA COLLECTION AND REPORTING

The contractor shall collect and maintain accurate data and records, and shall report to the City pertinent data of the refuse and recyclables collection program, including, but not limited to:

- (a) total weight of refuse collected and number of refuse stops per month
- (b) total weight of recyclables collected by class of commodity per month

Monthly reports shall be due no later than 15 days after the close of the month.

20. PUBLIC EDUCATION

The Contractor shall work with the City to prepare an educational handout explaining the refuse and recycling program as agreed upon in this contract. The Contractor shall attach or affix the educational handout inside all new carts that may be provided as part of this contract (cost of printing to be bore by the Contractor). In addition, the Contractor shall pay the cost to insert the educational handout in the winter, 2013 City newsletter.

Upon request of the City, and with reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program throughout the term of this contract.

21. DETERMINATION OF BILLING UNITS

The number of units for billing purposes shall be determined by the Director of Engineering and Public Works in May and November of each year of this contract. The City shall furnish the Contractor with this information by May 31 and November 30 of each year. The number of units furnished in November shall be used to compute billing charges for the months of January, February, March, April, May, and June. The figure furnished in May shall be used to compute the billing charges for the months of July, August, September, October, November, and December.

22. CHANGE IN SERVICE: AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, method of collection, and/or stops served, the City shall have the option to initiate the change in service by serving written

notice to the Contractor at its designated place of business at least ninety-days (90) prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties.

23. BILLING AND COLLECTION

The billing and payment arrangements for this franchise will be mutually agreed upon prior to the execution of a contract with the successful contractor.

24. FUEL SURCHARGE

Fuel surcharge will be on a \$4 Fuel Table. Surcharge will be charged on a combined rate of refuse and recycling costs. If diesel fuel remains below \$4.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon, the following percentages will apply.

Diesel Fuel Price Per Gallon	Fuel Surcharge
Less than \$4.00	0 percent
\$4.00 to \$4.24	2 percent
\$4.25 to \$4.49	3 percent
\$4.50 to \$4.74	4 percent
\$4.75 to \$4.99	5 percent
For each addition \$0.25 increment, as shown above, the fuel surcharge will increase by 1 percent	

The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The prices can be viewed at the DOE's website: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Each monthly bill shall clearly show the fuel surcharge calculation and list the fuel monthly price.

D. REFUSE COLLECTION SPECIFICATIONS (City Request for Proposals)

1. PROGRAM DESIGN

- A: Bid price shall provide for once per week, curbside collection and disposal, based on the service levels described for in our ordinance.
- B: Incorporated into the monthly contract price will be the pickup and disposal of all municipal building's refuse (copy of current locations and services is attached with this bid). Contractor will provide the adequate waste dumpster to each building as part of the contract price.
- C: Contractor will be asked to provide two separate bids for refuse collection and disposal:
 - 1) The bidder shall provide a unit cost for manual refuse collection and disposal up to the equivalent of six (6), thirty-two (32) gallon garbage containers or bags per building per week, containers to be provided by property owner.
 - 2) The bidder shall provide a unit cost for refuse to be placed in a contractor-provided 64 or 96 gallon cart per qualified building for collection of refuse for weekly pickup. Contractor will provide all mobile carts (with the highest recyclable plastic content available in the body of the container), provide any necessary general maintenance, and deliver same to the building as needed. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price. This cart shall be similar to the recycling cart, but shall be so different to distinguish for resident use and collection. Identification and instructions shall be imprinted on the cart at the approval of the City. The 96 gallon cart shall be the default size, but residents will have the option of requesting the smaller 64 gallon cart.
 - 3) The City will select either the cart option or the manual pickup, but not a combination of the two.
- D. Additional carts of each size shall also be provided to the City for distribution if needed (approximately 50 carts per year).

2. COMPENSATION AND CHARGES

- (a) Flat Rate Based Systems. The Contractor shall agree to provide the weekly refuse collection and disposal service specified in these documents, at the rates shown on Price Quotation, Section 1.
- (b) Invoicing of Payment Obligations. Payment obligations of the City must be invoiced, and invoices shall be sent to the City, to the attention of Accounts Payable.

The Contractor shall include the number of units and the price per unit on every invoice.

3. LANDFILL TIPPING FEES AND WISCONSIN GENERATOR TAX

Contractors shall specify the name and location of the landfill to be used to dispose of refuse with this bid (see appendix C). The cost of tipping fees and the Wisconsin Generator Tax shall be included in the prices listed in Price Quotation, Section 1.

4. UNACCEPTABLE REFUSE

It is intended that the Contractor shall not be responsible for collecting the following refuse in the residential program: large items, appliances, furniture, fixtures, large amounts of concrete (over 50 pounds), construction waste, automobile tires and large automotive parts; automobile and other lead-acid batteries; toxic waste; hazardous waste, the transport and disposal of which is regulated by either the U.S. Environmental Protection Agency or the State of Wisconsin Department of Natural Resources; radioactive waste; household sharp medical waste; volatile and explosive waste; acids and poisons; gasoline, motor oil, and other flammable liquids; unhardened paint and other liquid wastes; lawnmowers, snow blowers and other similar gasoline engine powered equipment; computer hard drives, monitors, and miscellaneous electronic equipment; and any other material that the Contractor is legally unable to accept for collection.

This list is based upon typical household waste restrictions. The City may propose concurrence or revisions to this list and the reasons therefore, which the City may include in this contract.

5. COLLECTION STANDARDS

The Contractor shall be required to provide a tag system for refuse or debris that does not get collected. On the tag or label must be an explanation why the refuse or debris was not picked up, including, but not limited to, overcapacity; overweight; use of non-standard container; improper preparation; unacceptable refuse; and the like. The Contractor shall submit an example of the tagging system to be used.

6. MUNICIPAL PROPERTIES

The Contractor shall provide weekly refuse collection services to municipal properties, as well as special pick-ups as necessary upon request of the City, at no charge. See appendix A for a list of buildings and current refuse collection standards.

The City reserves the right to include additional municipal buildings or facilities or modify their service during the term of this contract.

The number and type of containers or dumpsters and their placement at each location shall be specified by the City, and containers shall be furnished at no charge by the Contractor during the term of this contract.

Upon request of the City, the Contractor shall furnish sufficient refuse collection containers and pick-up services for the duration of City sponsored special events. Such containers and services shall be at no additional charge to the City.

E. RECYCLABLES COLLECTION SPECIFICATIONS (City Request for Proposals)

1. PROGRAM DESIGN

1. Contractor will be asked to provide two separate bid prices for recycling collection depending on the size of cart chosen (either a 96-gallon cart or a 64-gallon cart).
Unit cost for single-stream, co-mingled recycling to be placed in a contractor-provided 96-gallon or 64-gallon cart per qualified building for collection of recycling for bi-weekly pickup. Contractor will provide all mobile carts (with the highest recyclable plastic content available in the body of the container), provide any necessary general maintenance, and deliver same to the building as needed. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price. This cart shall be similar to the refuse cart (if that option is accepted by the City) but shall be so different to distinguish for resident use and collection. Identification and instructions shall be imprinted on the cart at the approval of the City. The 64 gallon cart shall be the default size, but residents will have the option of requesting the larger 96 gallon cart.
2. Additional carts of each size shall also be provided to the City for distribution if needed (approximately 50 carts of each size per year).
3. Recyclables to be collected include aluminum or bi-metal containers, steel/tin containers, glass containers, #1 through #7 plastics, newsprint, magazines and cardboard. Additional items may be added as required by State law, at no added cost to the City, provided that the added items can be collected as commingled. Bidders shall provide a listing of any additional recyclables that they currently accept beyond those currently required by State law.
4. Incorporated into the monthly contract price will be the pickup and disposal of all municipal building's recycling (copy of current locations and services is listed on Appendix A). Contractor will provide the adequate recycling receptacle for each building as part of the contract price.

Residents shall not be required to have refuse placed at curbside in order for recyclables to be collected, nor vice versa.

2. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED

The Contractor shall collect the following recyclables at a minimum: Newspaper (ONP); Mixed Paper, including office paper, school papers, junk mail, magazines, books, boxboard, chipboard, dairy/juice containers, and brown kraft paper bags; Corrugated Cardboard (OCC); Glass Containers (flint, amber, and emerald); Aluminum Cans and Foil; Steel and Tin Cans, including empty aerosol cans; all Plastics, including plastic containers bearing the recycling symbol and numbers 1-7 and rigid plastics.

These items shall be referred to as the basic recycling package for the purpose of establishing the price of the recycling program.

3. METHODS OF PREPARATION AND COLLECTION

It is the intent of this proposal that single-stream collection of recyclables by the Contractor be employed using a standardized container. The schedule for single-stream, every two week collection, shall be approved by the City.

In addition, the Contractor shall specify the method in which the recyclables are to be specifically prepared by the household for collection; including, but not limited to, issues of rinsing, label removal, flattening, removal of caps and rings, and the like.

4. COLLECTION STANDARDS

The Contractor shall collect approved recyclables under this contract at the curbside or roadside at each eligible building. All recyclables must be in the designated cart. Any recyclables placed outside of the cart will not be required to be picked up by the contractor.

The Contractor shall be required to provide a tagging system for recyclable containers that do not get collected. On the tag must be means of explanation why the recyclables were not collected, including, but not limited to, contaminants; improper preparation; materials not accepted in program; refuse mixed with recyclables; and the like.

The Contractor shall cooperate with the City in the education or enforcement necessary to prevent the contamination of recyclables or other non-compliance that results in non-collection. The Contractor shall keep records of the addresses where non-collections occurred and notify the City of those addresses. The City agrees to take such steps as reasonably practical to protect the Contractor's ownership and the City's interest in all recyclable materials placed at the curb for collection, including, but not limited to, reasonable enforcement of an ordinance prohibiting unauthorized removal of such materials.

5. RECYCLING CONTAINERS

The cost of replacing any container damaged or destroyed due to fault of the Contractor shall be Contractor's responsibility. In cases of loss or damage to containers not due to the fault or negligence of either the Contractor or City, the applicable building owner shall be responsible for the purchase of a replacement container.

6. DATA COLLECTION AND REPORTING

The Contractor shall collect data and provide the City with a monthly status report on the recycling collection indicating the total weight of each recyclable material commodity collected that month

7. MUNICIPAL PROPERTIES

The Contractor shall provide weekly recycling collection services to municipal properties, as well as special pick-ups as necessary upon request of the City, at no charge. See appendix A for a list of buildings and current recycling collection standards.

The City reserves the right to include additional municipal buildings or facilities or modify their service during the term of this contract.

The number and type of containers or dumpsters and their placement at each location shall be specified by the City, and containers shall be furnished at no charge by the Contractor during the term of this contract.

Upon request of the City, the Contractor shall furnish sufficient recycling collection containers and pick-up services for the duration of City sponsored special events. Such containers and services shall be at no additional charge to the City.

F. PRICE QUOTATIONS

1. REFUSE COLLECTION AND DISPOSAL – SEVEN YEAR CONTRACT

Curbside refuse collection pricing per unit per month for weekly pickup.

	Manual pickup for up to six 32-gallon containers per week	96 gallon cart	64 gallon cart
2014 (price/unit/month)	\$8.37	\$8.37	\$8.37
2015 (price/unit/month)	\$8.37	\$8.37	\$8.37
2016 (price/unit/month)	\$8.54	\$8.54	\$8.54
2017 (price/unit/month)	\$8.71	\$8.71	\$8.71
2018 (price/unit/month)	\$8.88	\$8.88	\$8.88
2019 (price/unit/month)	\$9.06	\$9.06	\$9.06
2020 (price/unit/month)	\$9.24	\$9.24	\$9.24

* City will select either manual pickup option or cart option for refuse, but not a combination of the two.

2. RECYCLING SERVICE – SEVEN YEAR CONTRACT

Recycling collection pricing per unit per month for one (1) single stream cart, with a capacity of either one ninety six (96) gallon or one sixty four (64) gallon cart per building collected every two (2) weeks.

	96 gallon cart	64 gallon cart
2014 (price/unit/month)	\$4.00	\$4.00
2015 (price/unit/month)	\$4.00	\$4.00
2016 (price/unit/month)	\$4.08	\$4.08
2017 (price/unit/month)	\$4.16	\$4.16
2018 (price/unit/month)	\$4.24	\$4.24
2019 (price/unit/month)	\$4.32	\$4.32
2020 (price/unit/month)	\$4.41	\$4.41

APPENDIX A

CITY OF CEDARBURG

MUNICIPAL COLLECTION

(To be included in base bid)

AGENCY	GARBAGE PICKUP	RECYCLING PICKUP
Fire Department	6 yard dumpster-pickup every week (current Tuesday pickup)	2 yard dumpster-pickup every week (current Wednesday pickup)
Police Department	2 yard dumpster will be placed outside pickup every week (current Friday pickup)	2 yard dumpster will be placed outside every week (current Thursday pickup)
Library	2 yard dumpster for Library (had shared with Em Mngt) (current Friday pickup)	2 yard dumpster weekly pickup (current Friday pickup)
Light and Water	4 yard dumpster- pickup every week (current Wednesday pickup)	4 yard dumpster for paper bi-weekly pickup (current Wednesday pickup)
Wastewater Plant	Will be handled privately Due to grit pickup	Two 96-gallon carts Picked up bi-weekly – pickup day Tuesday
Pool	Two 2 yard dumpster Pickup every week in summer (current Monday & Friday pickup)	Three 96-gallon carts Pickup Thursday in summer One 2 yard dumpster Pickup Tuesday in summer
City Hall	4 yard dumpster weekly pickup (current Thursday pickup)	Three 96 gallon cart for paper – weekly pickup (current Friday pickup)
Girl Scout House	Put out on normal garbage collection day – consider residential-Tuesday pickup	recycling cart Considered residential-Tuesday pickup
Boy Scout House	Picked up by public works crew when refuse present	Will be taken care of by Representatives by Boy Scouts
Cedar Creek Park	6 yard dumpster – remains all year long (Wednesday pickup)	Small amounts of recyclables will be taken to P.W. garage
Public Works Garage	Two 6 yard dumpsters weekly pickup (current Wednesday pickup)	one 6 yard dumpster weekly pickup (current Wednesday pickup)
Em Mngt garage	Put out on normal garbage collection day – consider residential-Monday pickup	Small amounts of recyclables will be taken to P.W. garage

APPENDIX B

Weight of refuse and recycling in 2012

Refuse in tons	1,878.4
Aluminum	14.88
Tin	18.59
Newspaper	670.62
Glass	306.18
HDPE & PET plastic	70.66

The data in Appendix B has been furnished by the current hauler. The City has not audited the data, and thus cannot warrant its accuracy. Potential Contractors are advised that use of the data in this appendix is at their own risk.

AGREEMENT

THIS AGREEMENT MADE this ____ day of October, 2013, by and between WASTE MANAGEMENT OF WISCONSIN, INC., hereinafter called the "Contractor" and the CITY OF CEDARBURG, Cedarburg, Wisconsin, hereinafter called the "City";

WITNESSETH, that the Contractor and the City, for the consideration stated herein agree as follows:

COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached:

- a. General Information
- b. General Specifications
- c. Refuse Collection Specification
- d. Recyclables Collection Specification
- d. This instrument
- e. Contractor's accepted proposal dated September 10, 2013.

In the event that any provision in any of the above component parts of this contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Nothing in this contract shall be construed as creating an employment relationship between contractor, or any of its agents or employees, and the CITY OF CEDARBURG. This agreement constitutes an independent contractor's agreement.


In the event any work performed by contractor shall be governed by Wisconsin's prevailing wage rate laws, contractor agrees that all employees of contractor involved in the performance of work under this agreement shall be paid at the then applicable prevailing wage rate. It shall be the obligation of contractor to determine such applicability and rate as to work under this agreement.

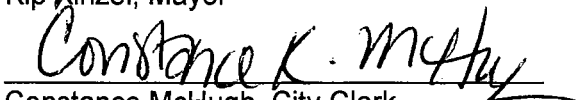
Contractor and City shall each be responsible for such claims and causes of action as may arise from negligent acts alleged as to their agents and employees, and each shall indemnify the other against any such claims or causes of action.

This contract is intended to confirm in all parts of applicable statutes of the State of Wisconsin, and if any part of provisions of the contract conflicts therewith, the said statute shall govern.

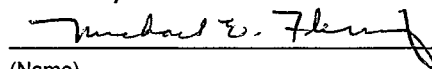
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the day and year first written above.

CITY OF CEDARBURG


Kip Kinzel, Mayor


Constance McHugh, City Clerk

Waste Management of Wisconsin, Inc.
(CONTRACTOR)


(Name)

Area Vice-President of WI/MN
(Title)

City of Cedarburg - Kim Esselmann

From: Fassbender, Kent <kfassben@wm.com>
Sent: Thursday, December 07, 2017 1:31 PM
To: City of Cedarburg - Kim Esselmann
Cc: McGurn, Matthew
Subject: Service Issue

Hi Kim,

On behalf of all of us at Waste Management, I apologize to you, the members of the City Council and City residents for our failure to service a group of homes as promised following the Thanksgiving holiday. We know we did not meet your expectations, and I want to assure you that we agree this was not acceptable.

Our senior management team met to address this situation and has instituted the following measures to ensure future post-holiday collections are consistently reliable.

1. We have assigned a dispatcher to monitor the pace of collection throughout each post-holiday cycle to immediately identify and respond to any issues before they lead to delay.
2. Our route manager will schedule two additional drivers to be on standby to assist in completing each day's route as needed.
3. Our driver will contact our route manager to report the number of homes collected at the time of each delivery to the landfill and recycling center. This will alert us to unusually high waste volumes that require additional collection time, such as those we experienced after Thanksgiving.
4. Our driver and route manager will meet at the end of each day to confirm that the pace of collections is on schedule and identify any factors that need to be addressed to prevent collection delays.
5. During the upcoming post-Christmas and post-New Years collections, our route manager will contact you at the close of each day to provide an update on the pace of collections.

With your permission, I would like to send a letter to each household affected by last week's delay to apologize and assure them we are committed to meeting our obligation to provide reliable service.

Let me say again how sorry I am that our service fell short. We consider it an honor to serve Cedarburg and we are making every adjustment to bring you the service your deserve.

Thank You

Kent Fassbender
District Operations Manager
W124 N8925 Boundary Rd
Menomonee Falls Wi, 53051
Office – 262-250-8364
Cell – 414-234-9519
Home – 262-709-1190
[Kfassben@wm.com](mailto:kfassben@wm.com)

Matt McGurn
District Manager – Menomonee Falls

CITY OF CEDARBURG

MEETING DATE: December 11, 2017

ITEM NO: 9. H.

TITLE: Consider appointment of Election Officials for the period 01/01/18 through 12/31/19; and action thereon

ISSUE SUMMARY: Election Officials are appointed by the Mayor in December of odd-numbered years to serve a two-year term. The election officials on the attached list will serve for the January 1, 2018 - December 31, 2019 term. The list includes the names provided by the Ozaukee County Republican Party as allowed under State Statutes.

Although local elected officials are prohibited by Statute from being poll workers, Council Member Dieffenbach's name is on the list in the event he is no longer a Council Member or the law changes, as there is currently a proposal in the legislature that would allow elected officials to serve as poll workers when they are not on the ballot.

STAFF RECOMMENDATION: Approve the list of Election Officials as presented.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Election Officials are paid \$9 per hour, Chief Inspectors are paid \$10 per hour. Training is \$8 per hour.

ATTACHMENTS:

- List of appointees

INITIATED/REQUESTED BY: City Clerk Constance McHugh

FOR MORE INFORMATION CONTACT: City Clerk Constance McHugh, 376-3919

**City of Cedarburg
Poll Workers 2018-19**

Republican First Choice Nominees:

Auchter	Susan	Rep 1st Choice/current
Bail	Barbara	Rep 1st Choice
Bail	Phil	Rep 1st Choice
Grossmeyer	Barb	Rep 1st Choice/current
Johnson	Karen	Rep 1st Choice/current
Kuerschner	John	Rep 1st Choice/current
Mapes	Richard	Rep 1st Choice
Pokel	Deb	Rep 1st Choice/current
Reilly	Mary	Rep 1st Choice/current

Unaffiliated:

Auchter	James	current
Bartell	Ramona	current
Beck	Sandy	current
Bloch	Linda	current
Bohlmann	Colette	current
Boles	Diane	current
Bolyard	Kent	current
Books	Judith	expressed interest
Brown	Brook	current
Brown	Nancy	current
Burmeister	Shirley	current
Calvelli	Mary Lee	current
Calvelli	Rick	current
Capelle	Chris	current
Chart	Jan	current
Clague	Nedra	expressed interest
Dehlinger	Sandy	current
Deptolla	Ralph	expressed interest
Dieffenbach	Dick	current (also council member)
Doern	Robert	current
Drefahl	Thomas	current
Ebling	Myrna	expressed interest
Eisenhauer	Greta	current
Filter	Audrey	current
Fischer	Bob	current
Fischer	Sylvia	current
Gall	Laura	current
Gibb	Carol	current
Gierach	Connie	current
Goeks	Debra	expressed interest
Hagerman	H. Michael	current
Holdmann	Joann	current
Hunt	Barbara	current
Jacobson	Mary	current

Jung	Gabrielle	current
Knetzger	Rachel	current
Kohlwey	Sandy	current
Krieg	Linda	current
Kryzak	Jennifer	expressed interest
Metzger	Myrtle	expressed interest
Meyer	Marion	current
Mitchell	Gary	current
Mullen	Marilyn	current
Nault	Amy	current
Nennig	Michael	current
Palleon	Marge	current
Pernitz	Barbara	expressed interest
Pinchott	Ron	current
Pipkorn	Nancy	current
Pitel	Vonna	current
Poisson	Guy	current
Port	Rick	expressed interest
Porteus	Barbara (Bonnie)	expressed interest
Reindl	Kathy	current
Sanders	Marc	current
Snieg	Judy	current
Sorchy	Tom	current
Sorchy	Val	current
Stauske	Willis	current
Steffens	Donald	current
Steffens	Donna	current
Szudrowitz	Carol	current
Szudrowitz	Gene	current
Tenpenny	Barb	current
Tutewohl	Kathleen	current
Tutewohl	Larry	current
Von Ruden	Linda	current
Wegner	Dale	current
Wendt	Susie	current
Wilde	Dick	current
Winter	Lynn	current
Yip	Doug	expressed interest
Ziebell	Lois	current

Chief Inspectors

Burmeister	Shirley	current
Sorchy	Tom	current
Steffens	Donna	current

**CITY OF CEDARBURG
POLICY/PROCEDURE MANUAL**

SUBJECT: FILLING ALDERMANIC POSITION VACANCIES

CC-20A

General: In order to provide the citizens of the City of Cedarburg with appropriate representation, a uniform procedure shall be used by the Common Council to fill vacancies in the elected position of alderperson.

- Procedures:
1. Whenever an aldermanic position becomes vacant under the conditions listed in Sec. 17.03, Stats., the vacancy is filled by Common Council appointment, except when a recall election is held. An alderperson shall be chosen from interested candidates residing within the affected district. A person so appointed shall hold office until a successor is elected and qualified.
 2.
 - a) If a vacancy occurs on or before December 1, and the term does **not** expire the following April, unless otherwise ordered by the Council, a successor is chosen at the spring election.
 - b) If the vacancy occurs after December 1 preceding the first Tuesday in April, a successor is appointed and the election is held in April of the second year following the December cutoff date.
 - c) If a vacancy occurs between January 1 and May 31 of the second year of the unexpired term, Council appoints a person to fill the vacancy and has the option to order a special election concurrent with the November election.
 3. The City Clerk shall advertise the vacant position through a news release and/or paid advertisement in the City's official newspaper.
 4. Resumes from interested candidates shall be submitted to the City Clerk in accordance with a stipulated deadline and interviews scheduled before the Common Council. Candidates may submit references from individual citizens within their district. Prior to being considered by the Council, all candidates shall complete and sign a Declaration of Qualifications, in a form deemed acceptable to the City Attorney, and as provided by the City Clerk.
 5. Interviews and voting are conducted in Open Session Common Council meetings. As with all open sessions, interested news media and public will be present throughout the entire process. No public input will be taken during the interview or voting process.
 6. Written questions which have been prepared by Council Members will be provided to each candidate in advance of the oral

interviews. Candidates will provide oral responses to these questions during the interview process.

7. Interviews will be conducted with questions presented alternately to candidates. All candidates may be present throughout the interview process.
8. After all interviews have concluded, the Council may discuss qualifications of candidates. The Council may recall individual candidates to clarify any issue previously discussed.
9. Each Council Member votes for one candidate. The individual receiving the least number of votes on the first ballot will no longer be considered a candidate and additional balloting continues using the same process until only one candidate receives a majority of votes cast. There may be additional discussion by Council Members between each vote. A candidate must receive a majority of votes from the Council, but not less than three, to be elected. An abstention by a Council Member during the voting process is not considered a vote.
10. In the case of a tie vote for the final two candidates for an aldermanic position, the mayor will break the tie.
11. Following the completion of balloting, a formal motion is in order to appoint the selected candidate to complete the unexpired term of office.
12. Council voting is done by paper ballot and the voting results are announced. Ballots must contain the name of the person voting, as well as the name of the person voted for, so that the vote of each member can be ascertainable.
13. The oath of office is administered by the City Clerk and the responsibilities and term of office are assumed.

Approved: 3/14/94
Adopted: 3/28/94
Revised: 1/26/98
Revised: 2/23/98
Revised: 6/14/04
Revised: 12/8/08
Revised: 8/25/14

CITY OF CEDARBURG
TRANSFER LIST
11/26/17-12/8/17

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
11/30/2017	\$70,333.85	WRS-October remittance
12/1/2017	\$73,580.26	WCA-December health insurance premiums
12/1/2017	\$5,071.16	MetLife-December dental insurance premiums
12/1/2017	\$448.70	Superior Vision-December vision insurance premiums
12/4/2017	\$2,483.94	Light & Water-November charges
12/4/2017	\$479.76	Aflac-November premiums
12/4/2017	\$2,750.73	Minnesota Life-January life insurance premiums
12/7/2017	\$230,000.00	PWSB Payroll
12/7/2017	\$7,023.73	Health Savings Accounts for 11/19/17-12/2/17
12/7/2017	\$467.50	Police Association-union dues for 11/19/17-12/2/17
12/7/2017	\$3,432.98	ICMA-contributions for 11/19/17-12/2/17
12/7/2017	\$5,104.13	North Shore Bank-contributions for 11/19/17-12/2/17
	<u>\$401,176.74</u>	
PWSB PAYROLL ACCOUNT		
12/8/2017	\$154,550.22	Payroll for 11/19/17-12/2/17
12/8/2017	\$75,897.65	Payroll taxes for 11/19/17-12/2/17
	<u>\$230,447.87</u>	
PWSB MONEY MARKET ACCOUNT		
12/4/2017	\$100,000.00	PWSB Checking
PWSB INTERNAL SERVICE MONEY MARKET ACCOUNT		
11/30/2017	\$4,892.24	PWSB Money Market
STATE POOL		
11/28/2017	\$245,000.00	PWSB Checking
12/6/2017	\$150,000.00	PWSB Checking
12/6/2017	\$175,000.00	PWSB Checking
BMO HARRIS INVESTMENT ACCOUNT		
11/28/2017	\$400,000.00	PWSB Checking

CITY OF CEDARBURG

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DECEMBER 2017

Check Amt Invoice Comment

111300 PWSB Checking

Unpaid A LYNEIS ELECTRIC LLC			
E 100-518100-240	REPAIR AND MAINTENANCE	\$117.80 5488	COMPLEX-REPAIR RECEPTACLE FOR XMAS TREE LIGHTING
Total	A LYNEIS ELECTRIC LLC	\$117.80	

Unpaid ADVANCE CONSTRUCTION INC			
G 601-187032	SHEBOYGAN RD LIFT STATION	\$39,028.60 PAY REQ #7	CSRC-PAY REQ #7-SHEBOYGAN RD LIFT STATION
Total	ADVANCE CONSTRUCTION INC	\$39,028.60	

Unpaid AIRGAS USA LLC			
E 100-533210-353	MAINTENANCE PARTS	\$40.30 9948720138	DPW-ACETYLENE CYLINDER RENTAL
Total	AIRGAS USA LLC	\$40.30	

Unpaid ARNOLD S ENVIRONMENTAL SERVICE			
E 601-573825-217	OUTSIDE LAB TESTING	\$223.95 0000340207	CWRC-11/14/17 SERVICE-ZARLING PROPERTY
Total	ARNOLD S ENVIRONMENTAL SERVICE	\$223.95	

Unpaid AT&T			
100-533210-225	TELEPHONE/COMMUNICATIO	\$35.34 262375760311	DPW-PHONE
30-555110-225	TELEPHONE/COMMUNICATIO	\$136.80 262375760311	LIBR-PHONE
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$48.33 262375760311	CWRC-PHONE
E 100-518100-225	TELEPHONE/COMMUNICATIO	\$49.26 262375760311	COMPLEX-PHONE
E 100-522230-225	TELEPHONE/COMMUNICATIO	\$38.06 262375760311	FD-PHONE
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$155.16 262375762411	PD-PHONE
Total	AT&T	\$462.95	

Unpaid AT&T LONG DISTANCE			
E 260-555110-225	TELEPHONE/COMMUNICATIO	\$74.26 836841746	LIBR-LONG DISTANCE
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$4.75 836841746	PD-LONG DISTANCE
G 100-156200	DUE FROM LIGHT & WATER	\$147.58 836841746	L&W-LONG DISTANCE
Total	AT&T LONG DISTANCE	\$226.59	

Unpaid BADGER TRUCK CENTER, INC.			
E 100-533210-353	MAINTENANCE PARTS	\$99.31 712606	DPW-VEH #90-PANEL/SUPPORT
Total	BADGER TRUCK CENTER, INC.	\$99.31	

Unpaid BAKER & TAYLOR AUDIOBOOK PRE			
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$76.26 2033288601	LIBR-CMDS
Total	BAKER & TAYLOR AUDIOBOOK PRE	\$76.26	

Unpaid BAKER & TAYLOR AV PRE PROCESS			
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$154.93 B66534180	LIBR-DVDS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$25.10 B67368070	LIBR-DVDS
Total	BAKER & TAYLOR AV PRE PROCESS	\$180.03	

Unpaid BAKER & TAYLOR BOOKS			
30-555110-322	DONATION EXPENDITURES	\$206.67 2033297188	LIBR-BOOKS
30-555110-319	PUBLICATIONS AND SUBSCRI	\$147.94 2033297188	LIBR-BOOKS

CITY OF CEDARBURG

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DECEMBER 2017

Check Amt Invoice Comment

E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$276.17	2033320801	LIBR-BOOKS
E 260-555110-322	DONATION EXPENDITURES	\$35.54	2033320801	LIBR-BOOKS
Total BAKER & TAYLOR BOOKS		\$666.32		

Unpaid

BETTY K VANDE BOOM RPR

E 100-514100-210	PROFESSIONAL SERVICES	\$1,168.00	3262	CLERKS-ALCOHOL BEVERAGE LIC-AUGUST WEBER HAUS
Total BETTY K VANDE BOOM RPR		\$1,168.00		

Unpaid

BEYER S HARDWARE STORE

E 700-519400-553	2017 CLAIMS	\$24.25	135066	ISF-COIL CHAIN/DROP CLOTH/DUCT TAPE-TEMP FIX FOR BROKEN WINDOWS AT GYM
E 100-533210-350	OPERATING SUPPLIES	\$32.89	135140	DPW-KITCH BAGS/SWEEP ELBOW/ANTIFREEZ/BOWL CLEANER
E 100-522120-347	SUPPLIES AND EXPENSES	\$59.38	135150	PD-HALIDE LAMPS
E 100-518100-350	OPERATING SUPPLIES	\$47.64	135198	COMPLEX-DUCT TAPE/UTIL CUTTER/ SCISSORS KNIFE
E 100-555220-347	SUPPLIES AND EXPENSES	\$49.49	135200	CELEB-WIRE CABLE TACKER FOR HOLIDAY LIGHTS
E 100-555510-240	REPAIR AND MAINTENANCE	\$15.29	135201	PARKS-A/C COVER
E 100-533210-353	MAINTENANCE PARTS	\$2.00	135273	DPW-PARTS
E 100-522100-340	MAINTENANCE SUPPLIES	\$9.25	135316	PD-SOFT SCRUB CLNR/REG BLEACH
E 100-518100-350	OPERATING SUPPLIES	\$46.81	135324	COMPLEX-MOULDING/BI SAW MANDREL/HOSE BARB/FITTINGS
E 100-533210-353	MAINTENANCE PARTS	\$153.80	135332	DPW-WINTERIZER
E 100-522100-340	MAINTENANCE SUPPLIES	\$59.38	135361	PD-HALIDE LAMPS
E 601-573830-342	JANITORIAL SUPPLIES	\$21.11	135382	CWRC-NEUTRAL CLEANER/SPONGES
E 100-518100-350	OPERATING SUPPLIES	\$5.50	135385	COMPLEX-PARTS
E 601-573830-350	OPERATING SUPPLIES	\$33.52	135386	CWRC-ZZ BATTERIES/GORI TAPE
E 601-573830-340	MAINTENANCE SUPPLIES	\$32.69	135389	CWRC-RUBBER STRAPS/GRAPHITE/STRAP HINGE
E 100-533210-353	MAINTENANCE PARTS	\$13.93	135426	DPW-#196 SHOP-GAUGE SET/CARP SQUARE
E 260-555110-310	OFFICE SUPPLIES	\$4.04	135442	LIBR-HOOK REPL STRIPS
E 100-533210-353	MAINTENANCE PARTS	\$4.56	135455	DPW-HARDWARE
E 100-533210-353	MAINTENANCE PARTS	\$8.96	135457	DPW-#196 STEPS-HARDWARE
E 100-533210-353	MAINTENANCE PARTS	\$11.69	135484	DPW-HAND SPRAYER
Total BEYER S HARDWARE STORE		\$636.18		

Unpaid

BIRCHWOOD SNOW & LANDSCAPE

E 260-555110-290	MAINT/CONTRACTED SERVIC	\$290.00	88741	LIBR-NOVEMBER 2017 LAWN SERVICE
Total BIRCHWOOD SNOW & LANDSCAPE		\$290.00		

Unpaid

BROWN, BEV

E 100-555140-390	OTHER EXPENSES	\$50.00	REFUND	REFUND FOR FIRESIDE CANCELLATION
Total BROWN, BEV		\$50.00		

Unpaid

BURKE TRUCK & EQUIPMENT INC

E 100-533210-353	MAINTENANCE PARTS	\$33.38	22151	DPW-REAR GATE ADJUSTMENT DISC
E 100-533450-210	PROFESSIONAL SERVICES	\$326.40	22163	DPW-POWER PUSH BRACE ROD WELDMENT
E 100-533210-353	MAINTENANCE PARTS	\$36.17	22249	DPW-NUT LOCK 1 1/4" GR C NF
Total BURKE TRUCK & EQUIPMENT INC		\$395.95		

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Unpaid				
BUSINESS CARD				
E 100-522120-330	TRAVEL & TRAINING	\$41.12	0883	PD-SBARRO LAKE FOREST/CULVERS/AMERIC. WILD BURG/MARIACHIS TACOS
E 100-522120-330	TRAVEL & TRAINING	\$444.60	0883	PD-HILTON HOTELS DES PLAINES IL
E 100-555510-240	REPAIR AND MAINTENANCE	\$85.98	1690	PARKS-DOG WASTE DEPOT
E 100-555510-320	PROF PUBLICATIONS AND DU	\$29.95	1690	PARKS-TAUNTOPUBLISHER
E 220-555390-347	SUPPLIES AND EXPENSES	\$67.94	1873	REC-AMAZON.COM/LORIS COSTUME SHOP
E 220-555390-347	SUPPLIES AND EXPENSES	\$15.00	1873	REC-PLUG N PAY INC
E 220-555390-372	SAFETY EQUIPMENT	\$153.81	1873	REC-RED CROSS STORE
E 220-555390-347	SUPPLIES AND EXPENSES	\$119.88	1873	REC-DNH GODADDY.COM (POMS)
E 220-555390-330	TRAVEL & TRAINING	\$360.00	1873	REC-KALAHARI RESORTS WI DELLS
E 260-555110-308	PROGRAM SUPPLIES	\$48.00	1908	LIBR-UPSTART
E 260-555110-312	COMPUTER/COPIER SUPPLIE	\$88.76	1908	LIBR-AMAZON.COM
E 260-555110-315	POSTAGE	\$60.82	1908	LIBR-USPS
E 260-555110-319	PUBLICATIONS AND SUBSCRI	\$429.11	1908	LIBR-AMAZON.COM
E 260-555110-330	TRAVEL & TRAINING	\$203.27	1908	LIBR-KALAHARI RESORTS
E 100-566310-330	TRAVEL & TRAINING	\$40.00	3367	ECON DEV-CEDARBURG CHAMBER OF COMMERCE
E 400-518100-806	CITY HALL IMPROVEMENTS	\$962.75	3367	MONOPOLE-RELOC OF GAS SERVICE
E 100-522120-330	TRAVEL & TRAINING	\$12.28	5470	PD-KALAHARI RESTAURANT
E 100-522130-330	TRAVEL & TRAINING	\$75.00	5470	PD-PAYPAL-COOPERATIVE EDUC SERVICE
E 601-573850-330	TRAVEL & TRAINING	\$485.01	6149	CWRC-GRAND GENEVA RESORT
E 601-573835-296	COLLECTION SYSTEM TELEVI	\$32.58	6149	CWRC-AMAZON MKTPLACE
E 601-573830-340	MAINTENANCE SUPPLIES	\$54.99	6149	CWRC-CHEMWORLD
E 601-573825-370	LAB SUPPLIES	\$135.99	6149	CWRC-BEST BUY
E 601-573830-340	MAINTENANCE SUPPLIES	\$24.75	6149	CWRC-MENARDS
E 100-533210-350	OPERATING SUPPLIES	\$135.60	6193	DPW-DULUTH TRADING STORE
E 100-533210-350	OPERATING SUPPLIES	\$11.08	6193	DPW-AMAZONPRIME MEMBERSHIP
E 100-533210-330	TRAVEL & TRAINING	\$25.90	6193	DPW-DAVES BAGEL & BREAD-TRAINING REFRESHMENTS
E 100-522110-240	REPAIR AND MAINTENANCE	\$63.98	6206	PD-USPS STAMPS/AMAZON MKTPLACE
E 100-522120-330	TRAVEL & TRAINING	\$257.59	6206	PD-JEFFERSON ST INN WAUSAU/MALARKEYS PUB
E 100-522130-330	TRAVEL & TRAINING	(\$195.00)	6206	PD-CREDIT-ACT WI CRISIS NEG ASSN
E 100-522110-240	REPAIR AND MAINTENANCE	\$107.49	6206	PD-USPS/STAMPS.COM/USPS
E 100-522120-330	TRAVEL & TRAINING	(\$82.00)	6206	PD-NOV-CREDIT-KALAHARI RESORTS CANC.
E 100-522120-330	TRAVEL & TRAINING	\$49.43	6206	PD-NOV-AMAZON MKTPLACE
E 100-522110-390	OTHER EXPENSES	\$16.39	6206	PD-NOV-STAMPS.COM
E 100-522110-330	TRAVEL & TRAINING	(\$0.31)	9962	PD-CREDIT-RBT PANDA EXPRESS NY
E 100-522110-330	TRAVEL & TRAINING	\$25.00	9962	PD-UNITED AIRLINES(CHECKED BAG)
E 100-522110-330	TRAVEL & TRAINING	\$59.32	9962	PD-MARKET BAKERY/BECKS CAJUN CAFÉ/THE GRILL
E 100-522110-330	TRAVEL & TRAINING	\$70.00	9962	PD-MKE AIRPORT PARKING
E 100-522110-330	TRAVEL & TRAINING	\$1,127.28	9962	PD-LOEWS HOTELS PHILADELPHIA
E 100-522110-330	TRAVEL & TRAINING	\$50.00	9962	PD-UNITED AIRLINES (CHECKED BAGS)
E 100-522110-330	TRAVEL & TRAINING	\$29.20	9962	PD-TAXI SVC LONG ISLAND NY
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$12.99	9962	PD-EIG MYDOMAIN
E 100-522110-330	TRAVEL & TRAINING	\$131.31	9962	PD-KALAHARI RESORTS/PANDA EXP/HOME RUN INN
Total BUSINESS CARD		\$5,866.84		

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Unpaid	CALLAHAN BLUM, ERIN			
E 100-555140-210	PROFESSIONAL SERVICES	\$450.00	WTRCOLOR	SR CTR-OCT-NOV 2017 WATERCOLOR CLASSES
	Total CALLAHAN BLUM, ERIN	\$450.00		
Unpaid	CDW GOVERNMENT, INC.			
E 100-522110-310	OFFICE SUPPLIES	\$102.69	KQV0020	PD-SANDISKS
	Total CDW GOVERNMENT, INC.	\$102.69		
Unpaid	CEDARBURG CHAMBER OF COMMERCE			
G 100-162000	PREPAID EXPENSES	\$175.00	DUES	COUNCIL-2018 MEMBERSHIP DUES
	il CEDARBURG CHAMBER OF COMMERCE	\$175.00		
Unpaid	CEDARBURG HIGH SCHOOL			
E 100-555140-210	PROFESSIONAL SERVICES	\$125.00	TURKEY DINN	SR CTR-2017 ANNUAL TURKEY DINNER EVENT
	Total CEDARBURG HIGH SCHOOL	\$125.00		
Unpaid	CEDARBURG HIGH SCHOOL-VOCAL JZ			
E 100-555140-210	PROFESSIONAL SERVICES	\$100.00	TURKEY DINN	SR CTR-2017 PERFORMANCE AT ANNUAL TURKEY DINNER
	tal CEDARBURG HIGH SCHOOL-VOCAL JZ	\$100.00		
Unpaid	CEDARBURG POLICE OFFICERS-LONG			
E 100-522120-159	LONGEVITY	\$12,657.75	LONGEVITY	PD-2017 LONGEVITY
E 100-522130-159	LONGEVITY	\$1,123.50	LONGEVITY	PD-2017 LONGEVITY
E 100-522110-159	LONGEVITY	\$2,520.00	LONGEVITY	PD-2017 LONGEVITY
	tal CEDARBURG POLICE OFFICERS-LONG	\$16,301.25		
Unpaid	CHEMINDUSTRIAL SYSTEMS INC			
E 100-533450-340	MAINTENANCE SUPPLIES	\$97.86	5436/0000	DPW-VALVE BALL FPT
	Total CHEMINDUSTRIAL SYSTEMS INC	\$97.86		
Unpaid	CINTAS CORPORATION			
E 100-533210-350	OPERATING SUPPLIES	\$127.31	184107008	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$127.31	184108527	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$127.31	184110025	DPW-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$127.31	184111546	DPW-UNIFORMS
	Total CINTAS CORPORATION	\$509.24		
Unpaid	CUSTOM CDL TESTING, LLC			
E 601-573850-330	TRAVEL & TRAINING	\$150.00	111417A	CWRC-CLASS B CDL TESTING-SCHWEDA
E 100-555510-330	TRAVEL & TRAINING	\$150.00	111417A	PARKS-CLASS B CDL TESTING-PETERSON
	Total CUSTOM CDL TESTING, LLC	\$300.00		
Unpaid	DSI RECYCLING SYSTEMS INC.			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$53.00	49115	PW FAC.-LOUVER ASSY
E 400-533210-847	DPW CENTER IMPROVEMENT	\$190.00	49159	PW FAC.-SERVICE CALL
	Total DSI RECYCLING SYSTEMS INC.	\$243.00		
Unpaid	E.L.S. LANDSCAPING & LAWN			

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E 400-522230-807	STATION IMPROVEMENTS	\$4,905.38	14067	FD-RETAINING WALL REPAIR-FINAL
Total	E.L.S. LANDSCAPING & LAWN	\$4,905.38		
Unpaid	ECO RESOURCE CONSULTING INC			
E 100-555510-341	TREES AND SUPPLIES	\$2,774.00	2558	PARKS-PO# PKS774-NOV EAB SERVICES
Total	ECO RESOURCE CONSULTING INC	\$2,774.00		
Unpaid	ECONOMY GLASS INC.			
E 700-519400-553	2017 CLAIMS	\$159.00	WO EG003533	ISF-6 REPLACEMENT GLASS FOR BROKEN GYM WINDOWS
Total	ECONOMY GLASS INC.	\$159.00		
Unpaid	ESSELMANN, WILLIAM-JIMS GRILL			
E 100-519200-343	AWARDS, SUPPLIES	\$100.00	SERVICE AW	PD-20 YEARS CONTINUOUS SERVICE AWARD
Total	ESSELMANN, WILLIAM-JIMS GRILL	\$100.00		
Unpaid	EUROFINS S-F ANALYTICAL			
E 601-573825-217	OUTSIDE LAB TESTING	\$75.80	17112003	CWRC-INFLUENT TKN
Total	EUROFINS S-F ANALYTICAL	\$75.80		
Unpaid	FASTENAL COMPANY			
E 100-533210-353	MAINTENANCE PARTS	\$144.79	WISAU96494	DPW-FLNG TOPLK
E 100-533210-350	OPERATING SUPPLIES	(\$58.33)	WISAU96513	DPW-CREDIT-1/2" FNPT 3WAY BALL/VLV RETURN
Total	FASTENAL COMPANY	\$86.46		
Unpaid	GEMPLER S			
E 100-555510-240	REPAIR AND MAINTENANCE	\$17.95	SI03864550	PARKS-LINED GRAIN GLOVES
Total	GEMPLER S	\$17.95		
Unpaid	GOLLNICK & SONS TREE SERVICE			
E 100-555510-290	MAINT/CONTRACTED SERVIC	\$975.00	16632	PARKS-EAB-FELL TWO ASH TREES BEHIND W55N903 ALPINE DR-CEDAR HEDGE TRAIL
Total	GOLLNICK & SONS TREE SERVICE	\$975.00		
Unpaid	GORDIE BOUCHER FORD OF THIENS			
E 100-522120-240	REPAIR AND MAINTENANCE	\$780.15	23710	PD-VEH#5 REPLACED CAT CONVERTER
Total	GORDIE BOUCHER FORD OF THIENS	\$780.15		
Unpaid	GRAINGER			
E 100-518100-350	OPERATING SUPPLIES	\$82.48	9621490318	COMPLEX-SELF REG HEAT CABLE
E 100-518100-350	OPERATING SUPPLIES	\$548.84	9621665000	COMPLEX-ELECTR TEMP CONTROL/PIPE INSULATION
Total	GRAINGER	\$631.32		
Unpaid	HOME DEPOT CREDIT SERVICES			
E 601-573830-350	OPERATING SUPPLIES	\$115.90	6024658	CWRC-MICROWAVE/TOMCAT MOUSE KLR BAIT/WALL SHELF
Total	HOME DEPOT CREDIT SERVICES	\$115.90		
	ID NETWORKS			

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E 100-522110-240	REPAIR AND MAINTENANCE	\$930.00	271935	PD-WINDOWS 10 PRO DESTOP PC
Total	ID NETWORKS	\$930.00		
Unpaid	INTOUCH THERAPEUTIC MASSAGE LL			
G 100-215915	EMPLOYEE REIMBURSEMENTS	\$210.00	CHAIR MASS	EE REL.-10/6 CHAIR MASSAGE APPOINTMENTS
Total	INTOUCH THERAPEUTIC MASSAGE LL	\$210.00		
Unpaid	JACKSON CONCRETE INC.			
E 100-533730-380	EQUIPMENT/CAPITAL OUTLA	\$230.00	0086599-IN	DPW-MISCBLOCK1
Total	JACKSON CONCRETE INC.	\$230.00		
Unpaid	JAMES IMAGING SYSTEMS, INC.			
E 100-555510-350	OPERATING SUPPLIES	\$215.16	21613383	REC-OCTOBER COPIER RENTAL
E 100-514700-385	EQUIPMENT OUTLAY	\$248.49	21613383	2ND FLOOR-OCTOBER COPIER RENTAL
E 100-514700-385	EQUIPMENT OUTLAY	\$285.88	21613383	1ST FLOOR-OCTOBER COPIER RENTAL
Total	JAMES IMAGING SYSTEMS, INC.	\$749.53		
Unpaid	JANI-KING OF MILWAUKEE/ROYAL F			
E 260-555110-290	MAINT/CONTRACTED SERVIC	\$425.00	MIL12170389	LIBR-DECEMBER 2017 JANITORIAL SERVICES
E 100-533210-350	OPERATING SUPPLIES	\$368.00	MIL12170556	DPE-DECEMBER 2017 JANITORIAL SERVICES
Total	JANI-KING OF MILWAUKEE/ROYAL F	\$793.00		
Unpaid	KAESTNER AUTO ELECTRIC CO			
E 100-533210-353	MAINTENANCE PARTS	\$108.00	258980	DPW-6' F/POLE & ACORNS
Total	KAESTNER AUTO ELECTRIC CO	\$108.00		
Unpaid	KELLER, JEN			
R 220-467319	BASKETBALL FEES	\$150.00	REFUND	REC-YOUTH BASKETBALL LEAGUE REFUND
Total	KELLER, JEN	\$150.00		
Unpaid	KETTLE MORaine APPLIANCE & TV			
E 100-533210-350	OPERATING SUPPLIES	\$116.50	114687	DPW-WATER FILTER ASSY/HE CLEANER
Total	KETTLE MORaine APPLIANCE & TV	\$116.50		
Unpaid	LAKESIDE INTERNATIONAL LLC-MIL			
E 100-533210-353	MAINTENANCE PARTS	\$235.40	3057043P	DPW-STRAP FUEL TANK/LINING-CITY SHARE
G 100-156200	DUE FROM LIGHT & WATER	\$235.40	3057043P	L&W-STRAP FUEL TANK/LINING-L&W SHARE
E 100-533210-353	MAINTENANCE PARTS	\$599.45	3057073P	DPW-50 GAL FUEL TANK-CITY SHARE-CITY SHARE
G 100-156200	DUE FROM LIGHT & WATER	\$599.45	3057073P	L&W-50 GAL FUEL TANK-L&W SHARE
Total	LAKESIDE INTERNATIONAL LLC-MIL	\$1,669.70		
Unpaid	LARK UNIFORM OUTFITTERS INC			
E 100-522120-346	UNIFORMS	\$39.95	255029	PD-MOCK T-NECK/EMBROIDERY
E 100-522120-346	UNIFORMS	\$242.55	255341	PD-SAFETY VESTS
Total	LARK UNIFORM OUTFITTERS INC	\$282.50		
Unpaid	LIGHT AND WATER			
G 100-256201	DUE TO L&W IMPACT FEES	\$1,856.42	WTR IMPACT	CORNERSTONE DEV-N119W5826 JAMES CIRCLE

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Total LIGHT AND WATER		\$1,856.42		
Unpaid	MASTER PRINTWEAR			
E 220-555390-347	SUPPLIES AND EXPENSES	\$315.00	1467	REC-POMS APPAREL
Total MASTER PRINTWEAR		\$315.00		
Unpaid	MIDLAND HEALTH TESTING, INC.			
E 100-533210-210	PROFESSIONAL SERVICES	\$202.17	7971	DPW-DRUG TESTING
E 601-573805-161	EAP/125 ADMIN	\$149.67	7971	CWRC-DRUG TESTING
G 100-156200	DUE FROM LIGHT & WATER	\$202.16	7971	L&W-DRUG TESTING
Total MIDLAND HEALTH TESTING, INC.		\$554.00		
Unpaid	MID-STATE EQUIPMENT			
E 100-533450-380	EQUIPMENT/CAPITAL OUTLA	\$7,450.00	C10119	DPW-KAGE SNOWFIRE/KLAWZ
Total MID-STATE EQUIPMENT		\$7,450.00		
Unpaid	MILLER & ASSOCIATES			
E 100-555510-384	LEGACY TREE & BENCH PRO	\$1,162.00	217665	LEGACY-2 ANOVA VICTORY BENCHES
Total MILLER & ASSOCIATES		\$1,162.00		
U	MONARCH LIBRARY SYSTEM			
L 260-555110-310	OFFICE SUPPLIES	\$263.39	414000	LIBR-BARCODE LABELS
Total MONARCH LIBRARY SYSTEM		\$263.39		
Unpaid	NAPA AUTO PARTS			
E 100-533210-351	GAS AND OIL EXPENSE	\$23.07	5269-911985	DPW-FUEL FILTERS
E 100-533210-353	MAINTENANCE PARTS	\$11.59	5269-912235	DPW-HYUDRAULIC FILTER
E 100-533210-351	GAS AND OIL EXPENSE	\$15.03	5269-912236	DPW-OIL/FUEL FILTERS
E 100-533210-351	GAS AND OIL EXPENSE	\$148.98	5269-913198	DPW-OIL FILTER/FUEL FILTERS
E 100-533210-351	GAS AND OIL EXPENSE	\$97.23	5269-913473	DPW-FUEL FILTERS
E 100-533210-351	GAS AND OIL EXPENSE	\$12.56	5269-913668	DPW-AIR/OIL FILTERS
E 100-533210-353	MAINTENANCE PARTS	\$14.54	5269-913675	DPW-LUMBAR WEDGE CUSHION
Total NAPA AUTO PARTS		\$323.00		
Unpaid	NASSCO, INC.			
E 260-555110-310	OFFICE SUPPLIES	\$90.40	S2243531.002	LIBR-ONE SHOT HAND SOAP REFILLS
Total NASSCO, INC.		\$90.40		
Unpaid	OFFICE DEPOT			
E 260-555110-310	OFFICE SUPPLIES	\$137.96	979133711001	LIBR-CONSTR PAPER/MTHLY PLANNER
E 260-555110-310	OFFICE SUPPLIES	\$2.40	979134063001	LIBR-CONSTR PAPER
E 260-555110-310	OFFICE SUPPLIES	\$77.88	979134064001	LIBR-SCOTCH TAPE
E 100-522110-310	OFFICE SUPPLIES	\$140.81	979339149001	PD-DESKPADS/DAILY REFILLS
E 100-522310-310	OFFICE SUPPLIES	\$40.20	980687568001	B.I.-DYMO ADDRESS LABELS/9X12 ENVELOPES
E 601-573825-312	COMPUTER/COPIER SUPPLIE	\$60.39	980687568001	CWRC-BROTHER BLACK TONER
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$55.25	981755885001	PD-EPSON INK-BLACK
Total OFFICE DEPOT		\$514.89		
OLSEN S PIGGLY WIGGLY				

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E 100-519200-335	LEADERSHIP DEVELOPMENT	\$61.92	33983	EE REL-11/15/17 EE MEETING REFRESHMENTS
E 260-555110-308	PROGRAM SUPPLIES	\$14.63	34035	LIBR-COMPUTER CLASS INSTR FOR ADULTS REFRESHMENTS
Total	OLSEN S PIGGLY WIGGLY	\$76.55		
Unpaid	PAYNE & DOLAN, INC.			
E 100-533311-240	REPAIR AND MAINTENANCE	\$266.57	1524862	DPW-COMMERCIAL GRADE
Total	PAYNE & DOLAN, INC.	\$266.57		
Unpaid	PHILLABAUM, CORLISS E.			
E 100-555140-210	PROFESSIONAL SERVICES	\$480.00	OPERA CLAS	SR CTR-OCT/NOV 2017 OPERA CLASSES
Total	PHILLABAUM, CORLISS E.	\$480.00		
Unpaid	PITNEY BOWES INC			
E 100-522110-310	OFFICE SUPPLIES	\$80.74	1005721189	PD-RED INK CARTRIDGE
Total	PITNEY BOWES INC	\$80.74		
Unpaid	PORT WASHINGTON SENIOR CENTER			
E 100-555140-390	OTHER EXPENSES	\$5.20	(100)	SR TOUR-HO-CHUNK 2017 TOUR
E 100-555140-390	OTHER EXPENSES	\$836.40	(100)	SR TOUR-10/11/17 CHINA LIGHTS
E 100-555140-390	OTHER EXPENSES	\$3,453.21	(100)	SR TOUR-CHICAGO 10/19/17 TOUR
otal	PORT WASHINGTON SENIOR CENTER	\$4,294.81		
Unpaid	POSTMASTER, CEDARBURG			
E 100-514100-315	POSTAGE	\$98.00	STAMPS	CLERKS-200 STAMPS FOR ABSENTEE BALLOTS
Total	POSTMASTER, CEDARBURG	\$98.00		
Unpaid	PURCHASE POWER			
E 100-522110-240	REPAIR AND MAINTENANCE	\$250.00	800090900761	PD-10/12 METER REFILL
Total	PURCHASE POWER	\$250.00		
Unpaid	QUALITY STATE OIL CO., INC.			
E 100-533210-351	GAS AND OIL EXPENSE	\$125.13	2782305	DPW-TERRACAIR DSL EXHAUST FLUID
Total	QUALITY STATE OIL CO., INC.	\$125.13		
Unpaid	RIVER RUN COMPUTERS			
E 100-522110-240	REPAIR AND MAINTENANCE	\$1,311.00	76176	PD-LABOR SUPPORT AGREEMENT
Total	RIVER RUN COMPUTERS	\$1,311.00		
Unpaid	ROAD EQUIPMENT PARTS CENTER			
E 100-555510-240	REPAIR AND MAINTENANCE	\$373.56	WM858742	PARKS-VEH# 29-DEXTER AXLE
E 100-533210-353	MAINTENANCE PARTS	(\$14.08)	WM859804	DPW-CREDIT-U-BOLT RETURN
Total	ROAD EQUIPMENT PARTS CENTER	\$359.48		
Unpaid	ROTARY CLUB OF CEDARBURG			
E 100-522110-320	PROF PUBLICATIONS AND DU	\$227.00	1229	PD-4TH QTR 2017 DUES
Total	ROTARY CLUB OF CEDARBURG	\$227.00		
Unpaid	SAM S CLUB DIRECT			

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E 220-555390-347	SUPPLIES AND EXPENSES	\$82.21	001795	REC-PROGRAM SUPPLIES
Total	SAM S CLUB DIRECT	\$82.21		
Unpaid	SEROOGYS CHOCOLATES			
E 220-555390-347	SUPPLIES AND EXPENSES	\$1,800.00	79065	REC-CANDYBAR FUNDRAISER SUPPLIES
Total	SEROOGYS CHOCOLATES	\$1,800.00		
Unpaid	SHORELINE CONTRACTING SERVICES			
E 100-533730-290	MAINT/CONTRACTED SERVIC	\$20.00	201799949	DPW-CLEAN ASPHALT DUMP
Total	SHORELINE CONTRACTING SERVICES	\$20.00		
Unpaid	SHOWCASE AWARDS & PROMOTIONS			
E 220-555390-347	SUPPLIES AND EXPENSES	\$272.50	94626	REC-WREATHED MEDALS/RIBBONS
Total	SHOWCASE AWARDS & PROMOTIONS	\$272.50		
Unpaid	SILK SCREEN SPECIALISTS, INC.			
E 220-555390-347	SUPPLIES AND EXPENSES	\$565.00	22755	REC-POMS APPAREL
Total	SILK SCREEN SPECIALISTS, INC.	\$565.00		
Unpaid	SIMPSON, ROBERT			
0-467319	BASKETBALL FEES	\$150.00	REFUND	REC-YOUTH BASKETBALL REFUND
Total	SIMPSON, ROBERT	\$150.00		
Unpaid	SITEONE LANDSCAPE SUPPLY			
E 100-533311-240	REPAIR AND MAINTENANCE	\$113.47	83028671	DPW-LESCO BLUE RYE SELECT MIX
Total	SITEONE LANDSCAPE SUPPLY	\$113.47		
Unpaid	STANTEC			
E 100-533720-290	MAINT/CONTRACTED SERVIC	\$5,600.00	1272790	ENG-SEPTEMBER 2017 GROUNDWATER MONITORING
Total	STANTEC	\$5,600.00		
Unpaid	STARNET TECHNOLOGIES			
E 601-573830-340	MAINTENANCE SUPPLIES	\$72.52	0090517-IN	CWRC-POWER SUPPLIES
Total	STARNET TECHNOLOGIES	\$72.52		
Unpaid	STREICHER S POLICE EQUIPMENT			
E 100-522120-347	SUPPLIES AND EXPENSES	\$197.88	11288578	PD-9MM PRACTICE/.45 ACP PRACTICE
E 100-522410-346	UNIFORMS	\$19.98	11288655	EM-NAMEPLATE/SERVING SINCE TAB
E 100-522410-346	UNIFORMS	\$33.99	11288683	EM-SURVEIL EARPIECES
E 100-522410-346	UNIFORMS	\$203.94	11288867	EM-SURVEIL EARPIECES
Total	STREICHER S POLICE EQUIPMENT	\$455.79		
Unpaid	SUPER SALES INC-CITGO			
E 100-522410-350	OPERATING SUPPLIES	\$63.99	2705	EM-6 PK TURBO CARWASHES
Total	SUPER SALES INC-CITGO	\$63.99		
Unpaid	SUPERIOR CHEMICAL CORP.			
10-533450-210	PROFESSIONAL SERVICES	\$373.92	171543	DPW-BRUTE FORCE DEGREASERS

CITY OF CEDARBURG

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		Check Amt	Invoice	Comment
E 100-533450-210	PROFESSIONAL SERVICES	\$256.15	171544	DPW-SNOW WAX SHOVEL
Total	SUPERIOR CHEMICAL CORP.	\$630.07		
Unpaid	TAPCO			
E 100-533311-363	SIGNS	\$212.80	1584958	DPW-SPEED LIMIT 25/BIKE CROSSING
Total	TAPCO	\$212.80		
Unpaid	THEODORE POLYGRAPH SERVICES			
E 100-522130-210	PROFESSIONAL SERVICES	\$700.00	5892	PD-POLYGRAPH EXAMS
Total	THEODORE POLYGRAPH SERVICES	\$700.00		
Unpaid	TIME WARNER CABLE-PO BOX 4639			
E 100-533210-350	OPERATING SUPPLIES	\$167.05	707258501111	DPW-INTERNET
E 100-555510-220	Internet	\$167.05	707258501111	PARKS-INTERNET
E 100-522110-225	TELEPHONE/COMMUNICATIO	\$382.80	709864401111	PD-FIBR
Total	TIME WARNER CABLE-PO BOX 4639	\$716.90		
Unpaid	TMS INTERNATIONAL LLC			
E 400-533210-847	DPW CENTER IMPROVEMENT	\$73.52	10128888	PW FAC.-SLAG FINES 2017
Total	TMS INTERNATIONAL LLC	\$73.52		
Unpaid	TRUCK COUNTRY-MILWAUKEE NORTH			
E 100-533210-351	GAS AND OIL EXPENSE	\$160.74	X207010826:0	DPW-FUEL FILTERS
Total	TRUCK COUNTRY-MILWAUKEE NORTH	\$160.74		
Unpaid	U. S. CELLULAR			
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$28.88	219690619	EM CARD
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$20.47	219690619	CWRC-HIGHLAND LS
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$18.88	219690619	WWTP-TABLET
E 100-522310-225	TELEPHONE/COMMUNICATIO	\$30.50	219690619	B.I.-M. BAIER-PHONE
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$18.88	219690619	DPW-J BUBLITZ-TABLET
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$2.06	219690619	CWRC-WILLIAM HESS
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$44.38	219690619	CWRC-E. HACKERT
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$18.88	219690619	EM MNGT TABLET
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$28.88	219690619	EM MNGT CARD
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$18.88	219690619	PARKS-K WESTPHAL-TABLET
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$18.88	219690619	DPW-IPAD PRO 12.9
E 100-533110-225	TELEPHONE/COMMUNICATIO	\$2.38	219690619	ENG-T WIZA PHONE
E 100-533210-225	TELEPHONE/COMMUNICATIO	\$44.38	219690619	DPW-B HINTZ PHONE
E 100-518100-225	TELEPHONE/COMMUNICATIO	\$6.66	219690619	COMPLEX-J BUNTROCK PHONE
E 100-533110-225	TELEPHONE/COMMUNICATIO	\$3.18	219690619	ENG-M WIESER PHONE
E 100-522410-225	TELEPHONE/COMMUNICATIO	\$0.50	219690619	EM MNGT PHONE
E 100-555145-225	TELEPHONE/COMMUNICATIO	\$2.34	219690619	SR VAN PHONE
E 100-555510-225	TELEPHONE/COMMUNICATIO	\$44.38	219690619	K WESTPHAL PHONE
E 601-573825-225	TELEPHONE/COMMUNICATIO	\$44.38	219690619	CWRC-WWTP DUTY PHONE
Total	U. S. CELLULAR	\$397.77		
Unpaid	UNIFIRST CORPORATION			
E 100-533210-350	OPERATING SUPPLIES	\$48.20	096 0987190	DPW-UNIFORMS

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		Check Amt	Invoice	Comment
E 100-533210-350	OPERATING SUPPLIES	\$48.20	096 0988206	DPW-UNIFORMS
E 601-573825-372	SAFETY EQUIPMENT	\$48.35	096 0989231	CWRC-UNIFORMS
E 100-533210-350	OPERATING SUPPLIES	\$48.20	096 0989236	DPW-UNIFORMS
E 601-573830-342	JANITORIAL SUPPLIES	\$47.23	096 0989248	CWRC-MATS/WIPERS
Total UNIFIRST CORPORATION		\$240.18		
Unpaid WAYSIDE NURSERIES, INC.				
E 100-555510-341	TREES AND SUPPLIES	\$1,881.00	124395	PARKS-PO# PKS795-STREET TREES
G 100-239837	DEVELOPERS DEPOSIT-TREE PL	\$2,290.00	124395	PARKS-PO# PKS795-PRAIRIE VIES SUBDV TREES
G 100-239837	DEVELOPERS DEPOSIT-TREE PL	\$540.00	124395	PARKS-PO# PKS795-PINE RIDGE SUBDV TREES
E 100-555510-341	TREES AND SUPPLIES	\$1,947.00	124396	PARKS-EAB REPLACEMENT TREES
Total WAYSIDE NURSERIES, INC.		\$6,658.00		
Unpaid WINTER EQUIPMENT COMPANY				
E 100-533450-340	MAINTENANCE SUPPLIES	\$177.64	IV34405	DPW-PLOWGUARD JR
Total WINTER EQUIPMENT COMPANY		\$177.64		
Unpaid WISCONSIN HUMANE SOCIETY				
E 100-522110-213	ANIMAL POUND	\$90.00	1004	PD-OCTOBER 2017 BOARDING FEES
Total WISCONSIN HUMANE SOCIETY		\$90.00		
Unpaid ZUERN BUILDING PRODUCTS				
E 100-533210-353	MAINTENANCE PARTS	\$65.17	51672	DPW-2X4 12/4X4 8/2X6 8' TREATED
Total ZUERN BUILDING PRODUCTS		\$65.17		
111300 PWSB Checking		\$123,209.96		

Fund Summary**111300 PWSB Checking**

100 GENERAL FUND	\$68,549.84
220 RECREATION PROGRAMS FUND	\$4,051.34
260 LIBRARY FUND	\$3,269.33
400 CAPITAL IMPROVEMENTS FUND	\$6,184.65
601 WATER RECYCLING CENTER	\$40,971.55
700 RISK MANAGEMENT FUND	\$183.25
	\$123,209.96

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NOVEMBER 2017

		Check Amt	Invoice	Comment
111300 PWSB Checking				
Unpaid	BROOKS TRACTOR			
E 400-533210-996	EQUIPMENT REPLACEMENT-	\$245,000.00	C92401	DPW-DEERE 624K WHEEL LOADER W/FT 4 ENGINE
	Total BROOKS TRACTOR	\$245,000.00		
	111300 PWSB Checking	\$245,000.00		

Fund Summary

111300 PWSB Checking	
400 CAPITAL IMPROVEMENTS FUND	\$245,000.00
	\$245,000.00

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City of Cedarburg

City Administrator's Report

December 7, 2017

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— Excavation for the new monopole will start on Thursday, December 7.

The Public Works crew is continuing to pick up leaves past the Thanksgiving Day deadline before it snows.

Parks, Recreation & Forestry— The Youth Basketball program is underway and going strong. Revenues will be approximately \$29,000 to help offset the School Districts costs for using their facilities.

The Parks & Forestry crew has been busy getting ready for the season. They have worked on the Santa House, lights, ice rink, and tree lighting; along with mulching leaves and putting two legacy benches in Cedar Creek Park.

Superintendent Westphal and Crewperson Schwantes have been working on tree removals.

Library— Three 2nd Interviews are taking place this week for the Youth Services Librarian. (The process began with 23 applicants and 5 interviews to-date).

A Staff In-Service will be held on Friday, December 15 from 9:30 a.m.—2:00 p.m. The Library will re-open to the public from 2:00 p.m.—5:00 p.m.

Director Pierschalla will be hosting a Chamber of Commerce meeting in December and presenting "Resources for Small Business Owners."

Programming in December includes: Antiques Appraisal event with Mark Moran, Digital Confidence, Monday Motivation featuring literary holiday crafts, Future Talk/2017 Year of Science Review presented by Assistant Library Director Nimmer, and the CPL Cinema Club presented by Jeff Messerman.

The Friends of the Library launched a "Fill the Shelves" campaign, giving the community an opportunity to purchase a book or media item for the Cedarburg community.

Light and Water—The Utility will be holding a Public Informational meeting for the new water tower being constructed next to the current water tower on Wauwatosa Road and Sherman Road on December 13 at the Utility office starting at 7:00 p.m.

Administrator— Health Risk Assessments will be scheduled for January 13, 15, 17, 19 and 20 with the follow-up results meetings scheduled for February 12 and 13. Watch your email for more information.

The Holiday Employee Luncheon will be held on December 13 at the Fire Station from 11:30 a.m. —12:30 p.m.

Respectfully submitted,

Christy Mertes
City Administrator

2017 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Coops				1	1	1							3
Single Family	2	2	3	1	3	4	1	2	7	2			27
Assessory Building			2	3	2	2	4	3	3				19
Addition/Alteration	6	11	16	19	34	15	15	12	24	13	9		174
Commercial Additions/Alterati	1			3	1	6	2	2	4				19
Pools									1				1
Razing											1		1
Other/Miscellaneous					1								1
Heat/Vent	19	11	24	9	28	20	22	23	12	25	28		221
Signs	1	2	3		4	2	2	2	2	1	2		21
Plumbing	27	35	23	17	34	30	36	30	32	39	19		322
Electrical	34	17	31	13	43	32	36	25	29	32	29		321
Occupancy	3	3	4	6	8	11	6	7	1	3	6		58
TOTAL VALUE TO CITY	801,731	884,211	1,561,483	1,177,591	1,866,023	2,154,181	748,295	876,201	3,004,541	1,054,706	282,489		14,411,451
INSPECTIONS													
ANDREW LYNEIS	1												1
JOE JACOBS	4	2	5	2	2	2	1			1			19
MICHAEL BAIER	153	183	111	113	181	164	144	93	173	152	115		1583
ROGER KISON			13					6	2				21