

**CITY OF CEDARBURG  
MEETING OF COMMON COUNCIL  
January 25, 2021 – 7:00 P.M.**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, January 25, 2021 at 7:00 p.m.** The meeting will be held online utilizing the zoom app. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us).

**AGENDA**

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – January 11, 2020 Common Council minutes\*
8. NEW BUSINESS
  - A. Consider Ordinance 2021-01 providing for the allowance of commercial quadricycles in the City of Cedarburg and corresponding route; and action thereon\*
  - B. Consider Resolution 2021-02 authorizing submission of a Community Development Block Grant application; and action thereon\*
  - C. Consider Ordinance No. 2021-05 amending Section 8-3 of the Municipal Code to reflect new contract with Waste Management; and action thereon\*
  - D. Consider contract proposal from Symbiont Engineers for Final Compliance Alternatives Plan and Permit Renewal Application Support for the Cedarburg Water Recycling Center; action thereon\*

- E. Consider Class “B” Fermented Malt Beverage and “Class B” Intoxicating Liquor License application of The Cheese Wedge LLC., 4179 Lily Rd, West Bend, WI 53095, Jessica Youso, Agent, premises to be licensed: N56 W6339 Center St, known as The Wedge 53012 “Uncorked”; and action thereon\*\*\*
- F. Consider License/Permit Applications; and action thereon
  - 1. Consider approval of new Operator License application for the period ending June 30, 2021 for Jake G. Hebda and Macy Mayer; and action thereon\*\*\*
- G. Consider payment of bills dated 01/01/2021 through 01/15/2021, transfers for the period 01/07/2021 through 01/15/2021 and payroll dated 1/15/21 for period 12/27/2020 through 01/09/2021; and action thereon\*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator’s Report\*

10. COMMUNICATIONS

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

11. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 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. Specifically, to be discussed is item A. And pursuant to State Statute 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. More specifically to discuss item B.

- A. Consider proposed amendment to the TID No. 3 Developer’s Agreement
- B. Discussion of Prochnow Landfill
- C. Approval of January 11, 2020 closed session minutes

12. RECONVENE TO OPEN SESSION

- A. Consider proposed amendment to the TID No. 3 Developer’s Agreement; and action thereon

13. ADJOURNMENT

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

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

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

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

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

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



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

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



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

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

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



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

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

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

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



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

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

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

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

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

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

**CITY OF CEDARBURG  
COMMON COUNCIL  
January 11, 2021**

**CC20210111-1  
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held online on Monday, January 11, 2021, utilizing the Zoom app.

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

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

Also Present -   City Administrator Mikko Hilvo, City Attorney Michael Herbrand, Deputy City Clerk Amy Kletzien, Director of Engineering and Public Works Mike Wieser, Police Chief Thomas Frank, City Planner Jon Censky, interested citizens and news media.

**STATEMENT OF PUBLIC NOTICE**

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**APPROVAL OF MINUTES**

Motion made by Council Member Thome, seconded by Council Member Lythjohan, to approve the December 14 and December 21, 2020 Common Council minutes. Motion carried without a negative vote.

**NEW BUSINESS**

**CONSIDER RESOLUTION NO. 2021-03 FOR ENGINEERING & PUBLIC WORKS DIRECTOR TOM WIZA’S RETIREMENT; AND ACTION THEREON**

Motion made by Council Member Thome, seconded by Council Member Arnett, to adopt Resolution No. 2021-03 honoring Director of Engineering and Public Works Tom Wiza. Motion carried without a negative vote.

The Common Council presented Resolution No. 2021-03 to Tom Wiza and thanked him for his many years of service to the City. His talent will be greatly missed.

Tom Wiza thanked the Common Council and the community for their support in helping him meet his accomplishments.

**CONSIDER ORDINANCE NO. 2021-04 ADDING A VIOLATION AND PENALTY SECTION TO THE CURRENT TREE AND SHRUB ORDINANCE; AND ACTION THEREON**

City Forrester Westphal explained the history behind the addition of this Violation and Penalty Section 6-4-16 to the Code. The Parks, Recreation and Forestry Board discussed and approved this addition to the current Tree and Shrub Ordinance at their December 2, 2020 meeting.

Motion made by Council Member Bublitz, seconded by Council Member Lythjohan, to adopt Ordinance No. 2021-05 adding a Violation and Penalty section to the current Tree and Shrub Ordinance. Motion carried without a negative vote.

**CONSIDER AWARD OF CONTRACT FOR THE HWY 60 BUSINESS PARK UTILITY CONTRACT; AND ACTION THEREON**

Director Wieser explained that staff advertised and received bids for the Hwy 60 Business Park Utility work. A total of 14 bids were received, with the low bid submitted by Wondra Construction. Wondra Construction is a company who has previously completed utility work in Cedarburg, most recently for the Cedarburg Trails Subdivision. Wondra Construction's low bid of \$2,886,351.41 is well below the engineer's estimate. The TIF budgeted \$2,168,070 for these items, but with contingencies figured into this bid it is still in line with the overall TIF budget. He further explained that Light and Water has not received PSC approval for the booster station and watermain included in this contract but to meet WILO's construction schedule the City is forced to move ahead; with the expectation that the approval will be received before watermain construction proceeds.

In answer to Council Member Arnett's question, Director Wieser explained that a 20% contingency amount was added to the figures for the TIF for this reason.

Council Member Arnett stated that 14 bids for this project is impressive and indicates a tight range of competitiveness.

In answer to Mayor O'Keefe's question, Director Wieser stated that approximately one-half of the contingency amount will be used now and the remainder will be available for the Hwy 60 and internal road work.

Motion made by Council Member Burkart, seconded by Council Member Bublitz, to award the Hwy. 60 Business Park utility contract to Wondra Construction based on their low bid of \$2,886,351.41. Motion carried without a negative vote.

**CONSIDER REQUEST TO HIRE A REPLACEMENT POLICE OFFICER; AND ACTION THEREON**

Police Chief Frank explained that a patrol officer recently resigned his employment with the Cedarburg Police Department. As a result, he requested to hire one officer to replace this position on their roster. No one is immediately available for the position and it will take several months to fill this position.

Motion made by Council Member Bublitz, seconded by Council Member Simpson, to approve the request to hire a replacement police officer. Motion carried without a negative vote.

**CONSIDER ORDINANCE NO. 2021-01 PROVIDING FOR THE ALLOWANCE OF  
COMMERCIAL QUADRICYCLES IN THE CITY OF CEDARBURG; AND ACTION  
THEREON**

City Administrator Hilvo explained that City Clerk Sette and Attorney Herbrand have been working on this request from Jordan Cole. After tonight's discussion and a final review by City Attorney Herbrand, it will be presented at the January 25, 2021 meeting for a vote.

Jordan Cole from North 48 explained that he is requesting permission to operate a pedal tavern in Cedarburg starting in 2021. The operation consists of a quadrivehicle rented from Pedal Tavern MKE and North 48 would rent the quadrivehicle to their customers. The customers may bring alcohol on the vehicle and would only be able to consume sitting in it. No beverages will be sold on the vehicle. The route only has one left-hand turn, and the remainder are all right-hand turns.

In answer to Council Member Arnett's questions, Jordan Cole stated that the last ride will leave at 8:00 p.m. to be completed by 10:00 p.m. During the ride, there will be one designated space available on Washington Avenue to park the vehicle once it reaches downtown, where it will be parked most of the time. If traffic does accumulate ahead of stopping, the vehicle will pullover to allow traffic to pass.

Mayor O'Keefe stated that the City can try the quadrivehicle for one summer and if there are problems, it can be revisited by the Common Council.

Council Member Thome stated that she preferred there be no music on the quadrivehicle. Council Member Arnett asked if it was a portable speaker.

Jordan Cole indicated that there will be one speaker on the quadrivehicle, and it will not be loud and will be monitored.

Council Member Burkart indicated that she did not like the proposed times or route for the quadrivehicle. She stated that it was irresponsible to allow this vehicle to travel on St. John Avenue which is a residential area.

In answer to Mayor O'Keefe's questions, Jordan Cole stated that the ride will last 1.5 – 2 hours for each group. The idea is to get off the vehicle to see the City and the route may be adjusted.

Council Member Bublitz indicated that she was in favor of the quadrivehicle and liked the idea very much. She cautioned Mr. Cole to hire responsible individuals to make sure that the rides stay in control and to make the event successful.

Council Member Burkart asked if other bars in the City will have the right to operate a quadrivehicle.

Jordan Cole said that there is only one vendor in Milwaukee and one vendor in Oconomowoc. There are no other companies, that he is aware of, that offer this type of service.

In answer to Council Member Thome's question, City Attorney Herbrand explained that the route is adopted by the Common Council, so it can be altered by the Common Council.



Jordan Cole explained that the route was chosen to make as many right turns as possible, as to not cross traffic.

Council Member Burkart suggested using Cleveland Street to bypass the residential area on St. John Avenue.

Council Member Arnett indicated that it would make it difficult to visit businesses on the north end of downtown Cedarburg.

Jordan Cole stated that he wants to attract more people to Cedarburg and support local businesses as much as possible with this event.

Council Members Thome and Bublitz indicated that they want to set a limit on the number of quadrivehicles allowed in the City because this could be a potential issue.

Jordan Cole stated that he is only aware of one company in Milwaukee, since its inception a few years ago.

Council Member Burkart urged the Council Members to walk down St. John Avenue and to change the starting time from 10:00 a.m. to noon because it would be disrespectful to start that early on a residential street.

City Administrator Hilvo and City Attorney Herbrand will take all of tonight's comments and suggestions into consideration and will present a final Ordinance for approval at the January 25 Common Council meeting.

**CONSIDER ORDINANCE NO. 2021-03 PROVIDING FOR FAIR AND OPEN HOUSING IN THE CITY OF CEDARBURG; AND ACTION THEREON**

City Administrator Hilvo explained that the City of Cedarburg is preparing to apply for a Community Development Block Grant from the Department of Administration (DOA). The grant is typically used for housing projects. Should the City successfully be awarded the funds, they would be utilized for ADA upgrades to City buildings. The DOA requires the City to adopt a Fair Housing Ordinance to be eligible to apply.

City Administrator Hilvo read a letter received from Douglas Gall, W70 N1014 Hampton Ct., stating that the impact to the Community is the potential for unintended consequences to the Municipal and Land Use Codes that are in existence and he asked the Common Council to vote against this proposed ordinance.

City Administrator Hilvo explained that he spoke with City Planner Censky who indicated that this ordinance would not have any impact on the Land Use Plan.

In answer to Council Member Arnett's question, City Administrator Hilvo stated that the City does not have the income qualifications to be eligible for more of the grant money. Only the proposed ADA projects have been approved if the remaining criteria is met.

In answer to Council Member Verhaalen's question, City Administrator Hilvo stated that the ADA upgrades will be made to the Senior Center, City Hall, Police Department and City Park buildings.

City Attorney Herbrand explained that this ordinance is already State Law with the same enforcement authority.

City Administrator Hilvo said this ordinance is specific to the CDBG funding and it will not affect any other areas or increase rents.

Council Member Verhaalen opined that Ordinance 2021-03 and Resolution No. 2021-01 are too broad to approve for these City projects.

City Administrator Hilvo and City Attorney Herbrand indicated that the City needs to adopt this ordinance and the following proposed resolution to get the funds for these projects.

In answer to Council Member Verhaalen's question regarding the City's obligations, City Attorney Herbrand stated that it is his understanding that if the funds are used to displace or increase rents, only then would the City be obligated to relocation.

Mayor O'Keefe asked if adopting this ordinance would lock the City in for someone who may upgrade an apartment, for example. City Administrator Hilvo indicated it would not.

City Administrator Hilvo further explained that this process is part of the State's requirements to get the funding for ADA doors and improvements for City buildings. It has not been an easy process and it needs to be finalized by the end of January to eligible for the grant.

Motion made by Council Member Bublitz, seconded by Council Member Lythjohan, to adopt Ordinance No. 2021-03 providing for fair and open housing in the City of Cedarburg. Motion carried with Council Members Bublitz, Arnett, Burkart, Simpson, Thome, and Lythjohan voting aye and Council Member Verhaalen opposed.

**CONSIDER      RESOLUTION      NO.      2021-01      WISCONSIN      RESIDENTIAL**  
**ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN; AND ACTION**  
**THEREON**

City Administrator Hilvo explained that this resolution is the other component to being eligible for the CDBG grant to be utilized for ADA upgrades to City buildings.

In answer to Council Member Arnett's questions, City Attorney Herbrand explained the difference between an ordinance and a resolution. A resolution is temporary in nature and is specific to a use or matter such as this grant. City Attorney Herbrand also indicated that there would be no unintended consequences to adopting Resolution No. 2021-01.

Motion made by Council Member Burkart, seconded by Council Member Thome, to adopt Resolution No. 2021-01 Wisconsin Residential Antidisplacement and Relocation Assistance Plan. Motion carried with Council Members Bublitz, Arnett, Burkart, Simpson, Thome, and Lythjohan voting aye and Council Member Verhaalen opposed.

**CONSIDER APPOINTMENTS TO LANDMARK COMMISSION AND LIGHT & WATER COMMISSION; AND ACTION THEREON**

Motion made by Council Member Arnett, seconded by Council Member Thome, to approve Mayor O’Keefe’s appointment of Chris Smith to the Landmarks Commission (04/2022) and Paul Radtke to the Light & Water Commission (09/2021). Motion carried without a negative vote.

**CONSIDER LICENSE/PERMIT APPLICATIONS; AND ACTION THEREON**

Motion made by Council Member Bublitz, seconded by Council Member Lythjohan, to approve new Operator License applications for the period ending June 30, 2021 for Heather L. Rappa, Travis J. LaCombe, and Christopher N. Lang. Motion carried without a negative vote.

**CONSIDER PAYMENT OF BILLS DATED 12/09/2020 THROUGH 12/30/2020, TRANSFERS FOR THE PERIOD 12/09/2020 THROUGH 01/06/2021 AND PAYROLL PERIODS 11/29/2020 THROUGH 12/12/2020 and 12/13/20 THROUGH 12/26/20; AND ACTION THEREON**

Motion made by Council Member Burkart, seconded by Council Member Bublitz, to approve payment of bills dated 12/09/2020 through 12/30/2020, transfers for the period 12/09/2020 through 01/06/2021 and payroll for the period 11/29/2020 through 12/12/2020 and 12/13/20 through 12/26/20. Motion carried without a negative vote.

**ADMINISTRATOR’S REPORT**

In answer to Council Member Arnett’s question, City Administrator Hilvo explained that youths chipped at the ice and caused damage to the side of the rink and the ice in Cedar Creek Park.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Member Bublitz received a request from a constituent asking for the speed limit to be reduced on Sheboygan Road between Hwy. 60 and the 25-mph speed limit in the City. Many people walk on this stretch of road. It has been helpful to have a line drawn on Hwy I where there is no sidewalk; however, speed is still a problem. Mayor O’Keefe asked that this be a future agenda item.

Council Member Thome thanked Fire Chief Vahsholtz and Building Inspector Baier for the organized manner in which they inspected temporary structures and offered interim safety solutions for businesses and their patrons during this difficult time period.

**MAYOR REPORT**

**ADJOURNMENT – CLOSED SESSION**

Motion made by Council Member Thome, seconded by Council Member Lythjohan, to adjourn to closed session at 8:22 p.m. pursuant to State Statute 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically, claim

review for Shelley Buck. Approval of September 28, 2020 closed session minutes. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome and Lythjohan voting aye.

**RECONVENE TO OPEN SESSION**

Motion made by Council Member Thome, seconded by Council Member Bublitz, to reconvene to open session at 8:30 p.m. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, Thome, and Lythjohan voting aye.

**CONSIDER APPROVAL OF CLAIM REVIEW; AND ACTION THEREON**

Motion made by Council Member Burkart, seconded by Council Member Bublitz, to deny the Shelley Buck claim. Motion carried without a negative vote.

**ADJOURNMENT**

Motion made by Council Member Arnett, seconded by Council Member Lythjohan, to adjourn the meeting at 8:33 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC  
Deputy City Clerk

## CITY OF CEDARBURG

**MEETING DATE:** January 25, 2021

**ITEM NO: 8.A.**

**TITLE:** Consider request from North 48 for a pedal tavern operation

**ISSUE SUMMARY:** Jordan Cole from North 48 is requesting permission to operate a pedal tavern in Cedarburg starting in 2021. The operation consists of a quadrivehicle rented from Pedal Taven MKE. North 48 would rent the quadrivehicle to their customers. The customers may bring alcohol on the vehicle and would only be able to consume while sitting in it. No beverages will be sold on the vehicle. A State law was changed several years ago to accommodate this type of business (information attached). The Common Council approved the request in concept at the September 28<sup>th</sup> Common Council meeting and discussed further details at the January 11, 2021 meeting.

**STAFF RECOMMENDATION:** None

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

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Ordinance 2021-01, Route Map

**INITIATED/REQUESTED BY:** Jordan Cole, North 48, [north48bar@gmail.com](mailto:north48bar@gmail.com)

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

## **ORDINANCE NO. 2021-01**

### **AN ORDINANCE CREATING CHAPTER 7 OF TITLE 10 OF THE CITY OF CEDARBURG CODE OF ORDINANCES RELATING TO COMMERCIAL QUADRICYCLES**

The Common Council of the City of Cedarburg do ordain as follows:

- 1. Creation of Chapter 7 of Title 10.** Title 10 of the City of Cedarburg Code of Ordinances, entitled “Motor Vehicles and Traffic,” is hereby amended to create a new Chapter 7 entitled “Commercial Quadricycles.”
- 2. Text of Chapter 7.** The text of Chapter 7, Commercial Quadricycles, shall be as follows:

#### **CHAPTER 7**

##### **Commercial Quadricycles**

#### **SEC. 10-7-1 DEFINITIONS.**

In this chapter:

- (a) The term “alcohol beverages” shall have the meaning set forth in Wis. Stat. § 125.02(1).
- (b) The term “commercial quadricycle” shall have the meaning set forth in Wis. Stat. § 340.01(8m).
- (c) The term “commercial quadricycle business” or “owner” shall mean the owner of a commercial quadricycle, regardless of whether the owner is an individual person, partnership, corporation, or other type of business entity, however formed.
- (d) The term “driver” shall mean the person who is at the steering controls of a commercial quadricycle.
- (e) The term “person or business” shall mean any natural person, sole proprietorship, partnership, limited liability company, corporation or association or the owner of a single-owner entity that is disregarded as a separate entity.
- (f) The term “withdrawal” shall mean a cancelation, suspension, or revocation.

#### **SEC. 10-7-2 STATE LAWS ADOPTED.**

- (a) Wis. Stat. § 346.94(23), setting forth regulations for commercial quadricycles, is hereby incorporated by reference.
- (b) A commercial quadricycle is a vehicle, as defined by Wis. Stat. § 340.01(74).  
Therefore, the driver of a commercial quadricycle shall comply with Chapter 1 of this Title to the extent any particular state traffic law applies to a commercial quadricycle.

**SEC. 10-7-3 VEHICLE LICENSING.** No person or business shall operate a commercial quadricycle in the City unless the commercial quadricycle is licensed by the City pursuant to this section.

- (a) A maximum of three (3) vehicle licenses are available for issuance under this section.
- (b) Application shall be made to the City Clerk on the form authorized by the City for this purpose.
- (c) Each applicant shall provide the full legal name and home address of the person or business that owns the commercial quadricycle and, if a business entity, the full legal name of the business entity and the full legal names and home addresses of the business entity's officers, directors, members and/or partners.
- (d) If the person or entity that will be operating the commercial quadricycle is different than the owner of the commercial quadricycle, the applicant shall also provide the full legal name and home address of the person or business that will operate the commercial quadricycle and, if a business entity, the full legal name of the business entity and the full legal names and home addresses of the business entity's officers, directors, members and/or partners.
- (e) Each applicant shall furnish a certificate of insurance showing that the applicant has in effect a policy of comprehensive general liability insurance issued by an insurance company duly authorized to do business in the State of Wisconsin, indemnifying the applicant in an amount not less than \$500,000.00 for damage to property, \$500,000.00 for injury to one person, and \$1,000,000.00 for injury to more than one person caused by the operation of a commercial quadricycle in the City, due to the liability of the owner or operator of a commercial quadricycle arising out of the ownership, operation, use, or maintenance of a quadricycle. The policy shall provide that the insurer shall give the city 30 days' notice of any cancellation or nonrenewal of the policy. All certificates of insurance must list the City of Cedarburg as an additional insured.
- (f) The applicant shall furnish identifying information regarding the commercial quadricycle, including at a minimum the serial or vehicle identification number and name of the manufacturer.
- (g) The applicant shall certify the commercial quadricycle meets the equipment requirements of this chapter.
- (h) The applicant shall furnish evidence that the commercial quadricycle was inspected within 60 days prior to application by a reputable bicycle repair shop or other facility qualified to repair commercial quadricycles which states that the commercial quadricycle is in good working order.
- (i) Renewal application shall be made on an annual basis.

#### **SEC. 10-7-4 DRIVER LICENSING.**

No person shall drive a commercial quadricycle within the City unless the person holds a valid automobile driver's license issued by Wisconsin or another jurisdiction and the person also holds a valid commercial quadricycle driver's license issued by the City Clerk pursuant to this section.

- (a) No person may be issued a commercial quadricycle driver's license unless the person has reached 21 years of age.
- (b) No person may hold a commercial quadricycle driver's license unless the person holds a valid automobile driver's license issued by Wisconsin or another jurisdiction.
- (c) No person may hold a commercial quadricycle driver's license if the person is subject to a court order under Wis. Stat. § 346.94(23)(g).

- (d) Each applicant must provide their full legal name and current home address.
- (e) Renewal application shall be made on an annual basis.
- (f) The Chief of Police may recommend that the City Clerk not issue or renew a license under this section if the applicant's driving record reveals a history of one or more convictions relating to impaired driving, alcohol concentration, restricted controlled substance, implied consent, reckless driving, fleeing or eluding an officer, hit & run, suspensions due to accumulation of demerit points, suspensions due to safety responsibility, or revocation due to being a habitual traffic offender. The City Clerk shall notify the applicant or licensee in writing of the reasons for the non-issuance or non-renewal. The applicant or licensee has 30 days from the date of the notice of non-issuance or non-renewal to file an appeal of the non-issuance or non-renewal to the Common Council.

**SEC. 10-7-5 EQUIPMENT REQUIREMENTS.** A commercial quadricycle operated within the City shall have the following equipment in proper working order:

- (a) At least one light on the front which shall emit a white light visible from a distance of 300 feet to the front. When the quadricycle is operating, if the front light does not remain on at all times, it must be manually lit 30 minutes before dusk.
- (b) At least one taillight mounted on the rear, which shall emit a red light plainly visible from a distance of 500 feet to the rear. When the quadricycle is operating, if the taillight does not remain on at all times, it must be manually lit 30 minutes before dusk.
- (c) At least one brake light on the rear which shall emit a red light, and which shall be actuated upon application of the service (foot) brake and which may, but need not, be incorporated with a taillight. Every brake light shall be plainly visible and understandable from a distance of 300 feet to the rear regardless of the time of day.
- (d) A sign bearing the slow moving vehicle emblem, as defined by Wis. Admin Code § Trans 304 shall be mounted on the rear, in the approximate horizontal geometric center of the commercial quadricycle, at a height of three to five feet above the roadway, and shall always be maintained in a clean and reflective condition.
- (e) A mirror capable of showing the driver a view of the roadway for a distance of 200 feet to the rear of the vehicle.
- (f) A braking system, operable by the driver, that can override all methods of propulsion and bring the vehicle to a complete and abrupt stop.
- (g) Reflectors placed on each side of the quadricycle.

**SEC. 10-7-6 REGULATIONS.**

- (a) **Hours of operation.** No person or business may drive or operate a commercial quadricycle in the City with passengers aboard outside the hours of 10:00 a.m. - 9:00 p.m. Thursday through Saturday, and 11:00 a.m. - 5:00 p.m. on Sunday.
- (b) **Operation during special events prohibited.** No person or business may drive or operate a commercial quadricycle in the City with passengers aboard during special events as may be designated by the Chief of Police.
- (c) **Routes.** No person or business may drive or operate a commercial quadricycle in the City except upon streets or routes authorized by the Common Council.



- (d) **Underage presence prohibited.** No person under the age of 21 may be aboard a commercial quadricycle if any other passenger is in the possession of an alcohol beverage.
- (e) **Amplified sound or music.** If a commercial quadricycle is equipped with a sound system, it may generate amplified sound or music only between 11:00 a.m. and 9:00 p.m. Amplified sound or music may not be played at such a level to unreasonably disturb the peace and quiet of persons in the vicinity of the quadricycle.
- (f) **Posting of business name and licenses.** No person or business may drive or operate a commercial quadricycle unless the quadricycle:
  - 1. Displays the name of the commercial quadricycle business and telephone number on the left and right hand sides of the quadricycle; and
  - 2. Displays in a conspicuous location the vehicle license of the commercial quadricycle business and the driver's quadricycle driver's license issued under this chapter.
- (g) **Glass containers prohibited.** No person or business may carry, possess, or permit the carrying or possession of any glass container upon a commercial quadricycle.
- (h) **Collection of refuse and recyclables.** The commercial quadricycle business shall furnish receptacles upon or within the quadricycle for passengers to dispose of refuse and recyclables. The driver shall ensure all passengers properly dispose of such items.
- (i) **Parking.** The parking regulations located in Chapter 1 of this Title apply to commercial quadricycles.

#### **SEC. 10-7-7 FEES, ENFORCEMENT AND PENALTIES.**

- (a) **Fees.** Fees for initial and renewal vehicle licenses and driver's licenses under this chapter shall be set forth by separate resolution of the Common Council.
- (b) **Business and Driver Jointly Liable.** The commercial quadricycle business and driver may both be cited and convicted for any violation of this chapter. The violation of any provision of this section by the driver is prima facie evidence that the violation was permitted by the commercial quadricycle business.
- (c) **Penalties.** The penalties set forth in Section 1-1-7 of the Municipal Code apply to any violation of this section.
- (d) **Withdrawal of Vehicle License.**
  - (1) The City Clerk shall immediately cancel a vehicle license upon notice that the owner's general liability insurance is canceled if no successive certificate of insurance is on file.
  - (2) The City Clerk shall immediately temporarily suspend a vehicle license upon notice from the police department that a commercial quadricycle does not meet any equipment or safety regulation of this chapter or state law. The City Clerk shall reinstate the license upon notice from the police department that the commercial quadricycle has corrected the defect and is again in compliance.
  - (3) The City Clerk may temporarily suspend or permanently revoke a vehicle license upon a complaint from the police department setting forth one or more violations

of the municipal code or of state law, or of any misrepresentations discovered in the application process, or of nonuse of the license.

(4) The City Clerk shall provide written notice to the licensee upon the withdrawal.

The licensee may appeal the withdrawal to the Common Council by filing with the City Clerk a notice of appeal within 30 days of the date of the written notice.

**(e) Withdrawal of Driver License.**

(1) The City Clerk shall immediately cancel a commercial quadricycle driver license upon notice that the licensee's automobile driving privilege is expired, canceled, suspended, or revoked.

(2) The City Clerk may temporarily suspend or permanently revoke a vehicle license upon a complaint from the police department setting forth one or more violations of the municipal code or of state law, or of any misrepresentations discovered in the application process.

(3) The City Clerk shall permanently revoke a vehicle license upon receiving notice that a court has entered an order permanently prohibiting the person from driving a commercial quadricycle, pursuant to Wis. Stat. § 346.94(23)(g).

(4) The City Clerk shall provide written notice to the licensee upon the withdrawal. Except for revocations under subsection (3), the licensee may appeal the withdrawal to the Common Council by filing with the City Clerk a notice of appeal within 30 days of the date of the written notice.

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

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

Passed and adopted this 25<sup>th</sup> day of January 2021.

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Michael O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney







## CITY OF CEDARBURG

**MEETING DATE:** January 25, 2021

**ITEM NO: 8.B.**

**TITLE:** Consider Resolution 2021-02 authorizing submission of a Community Development Block Grant application; and action thereon

**ISSUE SUMMARY:** The city of Cedarburg is preparing to apply for a Community Development Block Grant from the Department of Administration (DOA). The grant would provide funding for ADA upgrades to city buildings including City Hall, the Community Gym, Girl Scout House, Cedar Creek Park Bathroom, Willowbrooke Park bathroom, Centennial Park bathroom, Pool facility, Zeunert Park bathroom, Police Department main entry, lobby and bathroom doors, and the Senior Center.

**STAFF RECOMMENDATION:** Approve Resolution 2021-02

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

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:** n/a

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

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

CITY OF CEDARBURG  
RESOLUTION NO. 2021-02

A Resolution Authorizing Submission of a Community Development Block Grant (CDBG)  
Application

Relating to the City of Cedarburg participation in the Community Development Block Grant – Closeout Program;

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) program, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of the provision or development of a City plan (CDBG-PLNG), or for the provision or improvement of public facilities (CDBG-PF); and

WHEREAS, after public meeting and due consideration, the Plan Commission has recommended that an application be submitted to DOA for the following project(s): City of Cedarburg ADA Door and Senior Center Projects; and

WHEREAS, it is necessary for the Cedarburg City Common Council to approve the preparation and filing of an application for the City to receive funds from this program; and

WHEREAS, the Cedarburg City Common Council has reviewed the need for the proposed project(s) and the benefit(s) to be gained there from;

NOW, THEREFORE, BE IT RESOLVED, that the Cedarburg City Common Council does hereby approve and authorize the preparation and filing of an application for the above named project(s); and that the Mayor is hereby authorized to sign all necessary documents on behalf of the City; and that authority is hereby granted to Ozaukee County Economic Development Executive Director and City of Cedarburg Administrator to take the necessary steps to prepare and file the application for funds under this program in accordance with this resolution.

PASSED and ADOPTED on this 25<sup>th</sup> day of January, 2021.

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Michael J. O’Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** January 25, 2021

**ITEM NO: 8.C.**

**TITLE:** Consider Ordinance No. 2021-05 amending Section 8-3 of the Municipal Code to reflect new contract with Waste Management.

**ISSUE SUMMARY:**

With the new contract through Waste Management the base level of service for refuse collection changes from six (6), thirty-two (32) gallon garbage containers to one (1), ninety-six (96) gallon refuse cart provided by Waste Management. Also, the base level of service had previously been per building is now per eligible tax key number. The updated ordinance reflects these changes.

**STAFF RECOMMENDATION:** Staff recommends adoption of Ordinance 2021-05 to update Section 8-3 of the Municipal Code.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** The Public Works and Sewerage Commission recommended amending Section 8-3 of the Municipal Code to reflect new contract with Waste Management.

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Copy of updated Section 8-3 of Municipal Code  
Public Works and Sewerage Commission Minutes

**INITIATED/REQUESTED BY:** Mike Wieser

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

**CITY OF CEDARBURG  
PUBLIC WORKS AND SEWERAGE COMMISSION  
January 14, 2021**

**PW/SEW20210114-1  
UNAPPROVED**

A meeting of the Public Works and Sewerage Commission of the City of Cedarburg, Wisconsin, was held Thursday January 14, 2021. This meeting was held online utilizing the zoom app. The meeting was called to order at 7:00 p.m. by Council Member Kristin Burkart,

Roll Call: Present – Ryan Hammetter, Charles Schumacher, Council Member Kristin Burkart, Judy Guse, Sandra Beck, Bob Dries

Absent- Gary Graham

Excused - Bill Oakes, Mayor Michael O’Keefe

Also Present - Director of Engineering Michael Weiser, Cedarburg Water Recycling Center Lead Operator Dennis Grulkowski, Cedarburg Water Recycling Center Superintendent Eric Hackert, Public Works Superintendent Joel Bublitz, News Graphic Reporter Christine Luick, Resident Steve Cain, Resident Heather Cain

**STATEMENT OF PUBLIC NOTICE**

Council Member Kristin Burkart confirmed that proper legal notice of the meeting had been given.

**APPROVAL OF MINUTES**

Motion made by Commissioner Schumacher, seconded by Commissioner Guse, to approve the minutes of November 12, 2020. The motion carried unanimously with Commission Graham absent and Commissioner Oakes and Mayor O’Keefe excused

**COMMENTS AND SUGGESTIONS FROM CITIZENS**

No comments or suggestions were offered at this time.



**CONSIDER PROPOSAL RECEIVED FROM SYMBIONT FOR FINAL COMPLIANCE ALTERNATIVES PLAN FOR TOTAL PHOSPHORUS FOR THE WATER RECYCLING CENTER; AND ACTION THEREON**

Staff requested a proposal from Symbiont for final compliance alternatives plan for total phosphorus for the Water Recycling Center as required by the current WDNR permit. This proposal will help the commission reach a future decision on which compliance alternative is best for the City and provide support on the WPDES permit renewal application.

Jon Butt from Symbiont discussed the phosphorus planning update that was presented to the commissioners. Symbiont will complete the scope of work on a time and materials basis not to exceed \$34,900 and keep the city apprised of the project status and budget.

Motion made by Commissioner Dries, seconded by Commissioner Hammetter to recommend the Symbiont proposal not to exceed \$34,900 to the Common Council. The motion carried unanimously with Commissioner Graham absent and Commissioner Oakes and Mayor O'Keefe excused

**DISCUSS UPDATES MADE TO SOLID WASTE MANAGEMENT ORDINANCE TO REFLECT NEW CONTRACT WITH WASTE MANAGEMENT FOR REFUSE AND RECYCLING COLLECTION; AND ACTION THEREON**

With the new contract through Waste Management, the basic level of service for refuse collection changes from six (6), thirty-two (32) gallon garbage containers to one (1), ninety-six (96) gallon refuse cart provided by Waste Management. Also, the base level of service had previously been per building is now per eligible tax key number.

Motion made by Commissioner Schumacher, seconded by Commissioner Guse to recommend the proposed changes to SEC. 8-3-1 through 13 to the Common Council. The motion carried unanimously with Commissioner Graham absent and Commissioner Oakes and Mayor O'Keefe excused

**DISCUSS IMPLEMENTATION OF THE CHRISTMAS TREE PICKUP BY THE DEPARTMENT OF PUBLIC WORKS; AND ACTION THEREON**

Waste Management is refusing to pick up Christmas trees, since it is not specifically included in the new contract. The old contract did not specifically list Christmas tree pick up either, but it was done by Waste Management every January. Staff pushed back on Waste Management and they have since agreed to provide roll-off dumpsters at no cost for disposal of trees and wreaths.

It has been decided that the Christmas Tree pickup be performed by the public works department. Trees that are sprayed will need to be landfilled, while trees that are not

### CHAPTER 3

#### Refuse Collection and Disposal

8-3-1	Title
8-3-2	Declaration of Policy
8-3-3	Definitions
8-3-4	Refuse Storage Areas
8-3-5	Approved Waste and Refuse Containers
8-3-6	Collection of Refuse
8-3-7	Recycling of Deciduous Material
8-3-8	Special Collections for Violations
8-3-9	Title to Waste
8-3-10	Prohibited Activities and Non-Collectible Materials
8-3-11	Garbage Accumulation; When a Nuisance
8-3-12	Refuse From Outside the Municipality
8-3-13	Recycling

#### SEC. 8-3-1 TITLE.

This Chapter shall be known as the Solid Waste Management Ordinance of the City of Cedarburg, hereinafter referred to as this "Ordinance" or "Chapter."

#### SEC. 8-3-2 DECLARATION OF POLICY.

It is hereby declared to be the purpose and intent of this Chapter to enhance and improve the environment and promote the health, safety and welfare of the City by establishing minimum standards for the storage, collection, transport, processing, separation, recovery and disposal of solid waste.

#### SEC. 8-3-3 DEFINITIONS.

For the purpose of this Chapter, the following words and phrases shall have the meanings given herein unless different meanings are clearly indicated by the context.

- (a) **Appliances, major** - Residential or commercial air conditioners, clothes dryers, clothes washers, dishwashers, freezers, refrigerators, microwave ovens, stoves, ovens, water heaters and dehumidifiers. (Ord. 91-05) (Ord. 95-36)
- (b) **Building** - A single, occupied structure composed of single or multiple units.
- (c) **Bulky Waste** - Items whose large size precludes or complicates their handling by normal collection, processing or disposal methods (items larger than four (4) feet in any direction and/or weigh more than fifty (50) pounds).
- (d) **Commercial Unit** - Commercial units shall be all property other than residential units and shall include boarding houses, motels and resorts.

City of Cedarburg  
Health and Sanitation

- (e) **Curb** - The back edge or curb and gutter along a paved street or where one would be if the street was paved and had curb and gutter.
- (f) **Deciduous Material** - Yard and garden wastes including leaves, grass clippings, flowers and similar vegetation, but specifically excluding sod, dirt, fruits, vegetables and other similar waste material.
- (g) **Demolition Wastes** - That portion of solid wastes consisting of wastes from the repair, remodeling or reconstruction of buildings, such as lumber, roofing and sheathing scraps, rubble, broken concrete, asphalt and plaster, conduit, pipe, wire, insulation and any other materials resulting from the demolition of buildings and improvements.
- (h) **Disposal** - The orderly process of discarding useless or unwanted material.
- (i) **DNR** - The Wisconsin Department of Natural Resources.
- (j) **Dump** - A land site where solid waste is disposed of in a manner that does not protect the environment.
- (k) **Dwelling Unit** - A place of habitation occupied by a normal single family unit or a combination of persons who may be considered as equivalent to a single family unit for the purposes of this Chapter.
- (l) **Garbage** - Includes every refuse accumulation of animals, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in, or storing of meat, fish, fowl, fruit or vegetables originally used for foodstuffs.
- (m) **Hazardous Waste** - Those wastes such as toxic, radioactive or pathogenic substances which require special handling to avoid illness or injury to persons or damage to property and the environment.
- (n) **Industrial Waste** - Waste material, except garbage, rubbish and refuse, directly or indirectly resulting from an industrial processing or manufacturing operation. (Ord. 95-36)
- (o) **Litter** - Solid waste scattered about in a careless manner, usually rubbish. (Ord. 95-36)
- (p) **Multi-family** - means a property containing four (4) or more residential units, including those which are occupied seasonally.
- (q) **Non-Residential Solid Waste** - Solid waste from agricultural, commercial, industrial or institutional activities or a building or group of buildings consisting of four (4) or more dwelling units.
- (r) **Person** - Individuals, firms, corporations and associations, and includes the plural as well as the singular.
- (s) **Private Collection Services** - Collection services provided by a person licensed to do same by the DNR.
- (t) **Recyclable Waste** - Waste material that can be remanufactured into usable products and shall include, by way of enumeration but not by way of limitation, glass, plastics, newspapers cardboard, metals (aluminum, steel, tin, brass, etc.).
- (u) **Refuse** - Includes all waste material, including garbage, rubbish and industrial waste and shall, by way of enumeration but not by way of limitation, include stone, cement, boards, furniture or household appliances, garden debris.
- (v) **Residential Solid Waste** - All solid waste that normally originates in a residential environment from residential dwelling units.
- (w) **Residential Unit** - Residential unit shall mean an individual household capable of

independent habitation by a family unit. A single family dwelling shall be considered to be one (1) residential unit; multi-family dwelling shall be considered to be multiple residential units, the number of residential units to equal the number of family units to be housed therein. Residential units shall not include boarding houses, motels or resorts.

- (x) **Rubbish** - Includes combustible and noncombustible waste material, except rocks, concrete, bricks and similar solid materials, plaster or dirt, that is incidental to the operation of a building.
- (y) **Scavenging** - The uncontrolled removal of materials at any point in solid waste management.
- (z) **Solid Waste** - Garbage, rubbish and other useless, unwanted or discarded material from agricultural, residential, commercial, industrial or institutional activities. Solid waste does not include solid or dissolved material in domestic sewage.
- (aa) **Storage** - The interim containment of solid waste in an approved manner after generation and prior to collection and ultimate disposal.
- (bb) **Storage Areas** - Areas where persons place containers during non-collection days as well as areas where containers are set out on collection day.

#### SEC. 8-3-4 REFUSE STORAGE AREAS.

Storage areas shall be kept in a nuisance- and odor-free condition. Litter and solid waste shall not be allowed to accumulate. Collection crews will not be responsible for cleaning up loose materials from any containers which have become ruptured or broken due to wet conditions, animals, vandalism or other cause. The occupant and/or owner shall be responsible for cleaning up this litter. Litter not collected shall not be allowed to accumulate. Violation will result in the occupant and/or owner being notified to clean up his area with continued violation resulting in the owner being prosecuted under the provisions of this and other City Ordinances.

#### SEC. 8-3-5 APPROVED WASTE AND REFUSE CONTAINERS.

- (a) **General Container Standards.** ~~Suitable containers of a type approved by the City shall be provided by the property owner or tenant in which to store all solid waste except for bulky or certain yard wastes as provided for herein. Containers, in order to be approved, shall provide for efficient, safe and sanitary handling of solid wastes. City residents will be provided with an approved refuse container(s) furnished by the refuse and recycling collection contractor. Residents~~ They shall be maintained ~~containers~~ in a nuisance- and odor-free condition and ~~they shall be sufficient to~~ prevent the scattering of contents by weather conditions or animals. Dumpsters for commercial or multi-family properties shall be screened, subject to the approval of the Building Inspector.
- (b) **Approved Containers.**  
~~(1) — All garbage created, accumulated or produced shall be deposited in containers of a type approved by the Public Works Commission. Each container for a residential unit shall be equipped with suitable handles and tight fitting covers, shall be watertight and shall have the capacity of not less than twenty (20) nor more than thirty two (32) gallons if of a metal construction and not less than twenty (20) nor more than forty (40) gallons if of a plastic~~



construction, and no single receptacle shall weigh more than fifty (50) pounds when filled. All garbage containers shall be kept in a neat, clean and sanitary condition at all times. All garbage containers for residential units shall be of metal, durable plastic or other suitable, moisture-resistant materials, including heavy-duty refuse disposal plastic bags.

(2) — Metal garbage cans shall be of sufficient thickness to resist denting during normal handling by collection crews. Plastic garbage bags must be closed with a tie and shall consist of plastic material not damaged by freezing and not susceptible to melting. They shall be capable of being handled during hot and cold weather without damage during normal handling by collection crews. Plastic bags shall be of sufficient strength to allow lifting and loading of contents without tearing. All refuse shall be placed inside refuse containers provided by the refuse and recycling collection contractor. Any refuse placed outside of the refuse container will not be picked up, including refuse in bags, boxes, or other containers.

(3) — All boxes are to be recycled and not considered refuse containers. (Ord. 2008-15)

- (c) **Householder Responsibility for to Provide Containers.** It shall be the duty of every occupant, tenant and proprietor of any residential unit to provide, and at all times keep in a suitable place readily accessible to the garbage collector, approved garbage containers containers provided by the refuse and recycling collection contractor and are capable of holding all garbage which would ordinarily accumulate on such premises between the times of successive collections. The owner of any multiple dwelling shall furnish or require the tenant thereof to furnish proper garbage containers. Garbage containers located at multiple dwellings shall be marked so as to indicate the residential unit to which they belong.

- (d) **Ashes.** Cold, completely extinguished ashes shall be placed in metal containers of no more than one (1) bushel size, or in cans of the type as specified for garbage, provided that no receptacle shall weigh more than fifty (50) pounds when filled. (Ord. 2008-15)

- (e) **Illegal Containers.** Containers not approved consist of metal barrels and drums, wooden or cardboard barrels, wheelbarrows and other such containers not approved by this Chapter. These containers will not be emptied regardless of contents or weight. (Ord. 95-36)

- (d) **Defective ContainersContainers.**

(1) — All garbage cans incapable of continuing to meet the definition of an approved container because of damage, loss of handles, or other factors, shall be tagged by the collection crew. The collection crew will also leave notification of the defects on the premises. The next collection day the container appears it will be collected and disposed of. The Department of Engineering and Public Works or the private collection firm under contract with the City shall establish standards for the collection crews to use in the determination of whether a container is defective and the methods and procedures for tagging defective containers. (Ord. 95-36) Any damaged or defective contractor provided containers shall be brought to the attention of the contractor by the householder. The contractor will determine whether the container is eligible for repair or replacement.

(2) — Where garbage cans from several residential units are placed for collection at the same location, the garbage cans shall be identified with the address number so ownership can be determined.

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#### SEC. 8-3-6 COLLECTION OF REFUSE.

(a) **Placement For Collection**

- (1) Residential solid waste shall be accessible to collection crews. Collection by packer truck is limited to rubbish and garbage. Residential solid waste in approved ~~containers~~ ~~containers~~ shall be placed immediately behind the curb of the public street for collection. Bulky wastes will not be collected ~~under the normal pickup~~. During winter months, ~~solid waste~~ ~~containers~~ shall not be placed on top of the snow bank nor shall ~~they~~ be placed in the roadway. The owner shall either shovel out an area behind the curb in which to place ~~his~~ ~~their~~ ~~refuse and recycling containers~~ ~~wastes or~~ ~~he or~~ shall place ~~them~~ in ~~their~~ driveway. Collection crews will not collect residential solid waste unless it is placed ~~inside the approved container~~ at the curb of a public street. Residential units shall bring their ~~solid waste~~ ~~containers~~ to the public right-of-way for collection. Should collection crews be unable to discharge contents of garbage ~~cans~~ ~~containers~~ into collection vehicles using ~~normal~~ ~~their established~~ ~~safe~~ handling procedures, the ~~cans~~ ~~containers~~, including contents, will be left at curb side. The owner shall make provisions to assure that the solid waste therein can be collected on the next collection day. Collection crews ~~will not empty garbage cans by means other than dumping~~ ~~cannot leave their vehicles to move containers or pick up additional items~~.
- (2) No garbage ~~containers~~ ~~containers~~ or other containers for refuse other than those ~~of the City~~ ~~provided by the refuse and recycling contractor~~ shall be placed, kept, stored or located within the right-of-way of a street or alley; ~~provided, however, that~~ the Director of Engineering and Public Works may authorize the location of such containers within the public right-of-way at specified places and times when such location is necessary for the expeditious collection and disposition of refuse. (Ord. 95-36)

(b) **Restriction on Time of Placement.**

- (1) The City ~~refuse and recycling contractor~~ shall provide ~~facilities for the~~ collection of residential ~~garbage, ashes and rubbish~~ ~~refuse~~ once per week. (Ord. 95-36)
- (2) All ~~receptacles and containers~~ ~~containers~~ for refuse ~~and rubbish and all bundles of rubbish~~ shall be placed in collection locations as designated in Subsection (a) above only after 5:00 p.m. on the evenings prior to the regular collection time the following day and no later than 6:30 a.m. on the day of pickup. All ~~receptacles, bags and containers for refuse disposal and recycling cart~~ ~~containers~~ shall be removed from the curbside collection point within twenty-four (24) hours after the regular collection time. ~~R~~ ~~Refuse and recycling~~ ~~containers~~ ~~containers~~ must be stored within a garage or accessory structure or in a location screened from street view. City employees or employees of licensed collectors will not enter any structures to remove garbage or refuse, except by written agreement with the property owner. (Ord. 91-05) (Ord. 91-07) (Ord. 95-36) (Ord. 2001-15) (Ord. 2003-34) (Ord. 2008-15)

(c) **Qualifications to Receive Municipal Refuse & Recyclable Collection Service.**

Effective January 1, 2009, all occupied buildings are eligible to receive refuse and recyclable collection service, subject to the following limitations:



City of Cedarburg  
Health and Sanitation

- (1) The base level of service per building-eligible tax key number for refuse will be up to the equivalent of six (6), thirty-two (32) gallon garbage one (1) ninety-six (96) gallon refuse container containers per building-eligible tax key number per week. If a building generates more refuse than this amount, the building owner may purchase a second container directly from the refuse and recycling contractor. Refuse collection frequency will remain at once per week. If more than two refuse containers are required, the building tax key number would not be eligible for service under the through the City contract. Any refuse material placed outside of the container will not be picked up. (Ord. 2008-15)
- (2) The base level of service per building-eligible tax key number for recycling will be one (1); sixty-four (64) ninety-six (96) gallon recycling cart container per building residential tax key number biweekly (every two weeks). If a building generates more recycling than this amount, the building owner may has the option to exchange the one sixty-four (64) gallon recycling cart for one ninety-six (96) gallon purchase a second recycling cart container upon paying a one-time non-refundable fee of \$25.00 directly from the refuse and recycling contractor. Pickup-Recycling collection frequency will remain biweekly (every two weeks). would continue to be on a biweekly (every two weeks) basis. If additional carts are needed, the building owner may purchase an additional cart(s) and an invoice will be sent on a yearly basis for the actual cost of pickup. If more than two recycling containers are required, the tax key number would not be eligible for service under the City contract. All recyclable material must be placed within the cart container. Any recyclable material placed outside of the cart container will not be picked up. (Ord. 2008-15)
- (3) In order to receive municipal service (equivalent of six (6) thirty-two (32) gallon garbage containers or less weekly and up to one (1) sixty-four (64) gallon recycling cart biweekly (every two weeks)), commercial, business, industrial and multi-family building owners shall sign and return a service request form to the Department of Engineering and Public Works. (Ord. 2008-15)
- (4)(3) Buildings regularly exceeding the described municipal service limits for refuse amounts shall have their service revoked. For the purpose of this ordinance, regularly exceeding shall mean having more garbage than the described limits for two (2) consecutive weeks, or five (5) times in a calendar year. (Ord. 2008-15)
- (5)(4) The Director of Engineering & Public Works shall be responsible for making decisions regarding refuse and recycling service qualification. If a building is to have service revoked, such service shall cease no sooner than fourteen (14) days following notice of the Director of Engineering & Public Works. Building owners who have had their service revoked may appeal this decision to the Public Works Commission. The Public Works Commission shall render a final decision regarding garbage and recyclable service appeals.
- (6)(5) Buildings which have had service revoked may request restoration of the service no sooner than the beginning of the next calendar year following the year of their revocation. Such request must also include a statement from the building owner on how they reduced their volume to meet the prescribed limits.

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**SEC. 8-3-7 RECYCLING OF DECIDUOUS MATERIAL.**

Every owner, occupant or person in charge of any lot, place or parcel of land within the limits of this City shall separate all deciduous material from all other garbage, rubbish and construction waste.

**SEC. 8-3-8 SPECIAL COLLECTIONS FOR VIOLATIONS.**

If any person, including those receiving collection from a private firm, is found in violation of the collection and storage requirements of this Chapter and fails to comply with a notification and/or citation, the Director of Engineering and Public Works shall be empowered to order a special collection to remove such violation. The person shall be notified of such special collection and the charges therefor. The special collection shall be made and if billing is unpaid, the bill shall be considered a lien on the property and shall be placed on the tax roll. A person shall not use the special collection provisions of this Chapter to circumvent requirements for collection by a private firm. (Ord. 95-36)

**SEC. 8-3-9 TITLE TO WASTE.**

In the absence of an agreement to the contrary, title to the solid waste placed for collection by the City of Cedarburg shall vest in the City of Cedarburg as soon as it is placed for collection.

**SEC. 8-3-10 PROHIBITED ACTIVITIES AND NON-COLLECTABLE MATERIALS.**

- (a) **Dead Animals.** It shall be unlawful to place any dead animal, or parts thereof, in a container for collection provided; however, this Section shall not apply to animal parts from food preparation for human consumption.
- (b) **Undrained Food Wastes.** It shall be unlawful to place any garbage or other food wastes in a container for collection unless it is first drained and wrapped.
- (c) **Ashes.** It shall be unlawful to place hot ashes for collection. (See Section 8-3-5(d)).
- (d) **Improper Placement.** It shall be unlawful to place, or allow to be placed, any solid waste upon the roads, streets, public or private property within the City to the provisions of this Chapter.
- (e) **Compliance With Chapter.** It shall be unlawful to store, collect, transport, transfer, recover, incinerate or dispose of any solid waste within the boundaries of the City contrary to the provisions of this Chapter.
- (f) **Improper Transportation.** It shall be unlawful to transport any solid waste in any vehicle which permits the contents to blow, sift, leak or fall therefrom. If spillage does occur, the collection crew shall immediately return spilled materials to the collection vehicle and shall properly clean, or have cleaned, the area. All vehicles used for the collection and transportation of solid waste shall be durable, easily cleanable and leakproof, if necessary, considering the type of waste and its moisture content. Collection vehicles shall be cleaned frequently to prevent nuisances and insect breeding and shall be maintained in good repair.



City of Cedarburg  
Health and Sanitation

- (g) **Interference With Authorized Collector.** No person other than an authorized collector shall collect or interfere with any garbage after it shall have been put into a garbage receptacle and deposited in the proper place for the collector, nor shall any authorized person molest, hinder, delay or in any manner interfere with an authorized garbage collector in the discharge of his duties.
- (h) **Scavenging.** No person except law enforcement personnel and authorized employees of the City of Cedarburg shall remove, take, or otherwise meddle or tamper with solid waste placed for collection. (Ord. 95-04)
- (i) **Private Dumps.** It shall be unlawful for any person to use or operate a dump.
- (j) **Burning of Waste.** It shall be unlawful for any person to burn solid waste in any manner, except as provided elsewhere in this Code of Ordinances.
- (k) **Non-Collectible Materials.** It shall be unlawful for any person to place for collection any of the following wastes:
  - (1) Hazardous waste.
  - (2) Toxic waste.
  - (3) Chemicals.
  - (4) Explosives or ammunition.
  - (5) Drain or waste oil or flammable liquids.
  - (6) Large quantities of paint (~~paint which is dried out and lid removed is acceptable~~).
  - (7) Inoperable vehicles.
  - (8) Lumber which is not bundled, exceeds four foot in length, or exceeds 50 pounds in total.
  - (9) Trees and shrubbery.
  - (10) Lead acid batteries. (Ord. 91-05)
  - (11) Major appliances. (Ord. 91-05)
  - (12) Grass clippings, leaves, brush and organic garden and yard waste. (Ord. 92-37)
  - (13) Bulky wastes (items larger than four (4) feet in any direction and/or weighting more than fifty (50) pounds).
- (l) **Animal or Human Wastes.** It shall be unlawful for any person to place animal wastes and/or human wastes for collection. These wastes should be disposed of in plastic bags or in the sanitary sewer system. Such items as "kitty litter" may be placed for collection if animal wastes are removed prior to disposal.
- (m) **Hospital Wastes.** It shall be unlawful for any person to place for collection any pathogenic hospital wastes. Such items as needles and syringes may be disposed of as long as they are contained to eliminate injury to collection crews.
- (n) **Building Waste.** All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor. (Acceptable amount per week is materials under four (4) feet in length and width which is tied or confined and under fifty (50) pounds).
- (o) **Unlawful Dumping.** No person shall dump any garbage, rubbish, ashes, refuse or deciduous material anywhere in the City except in an approved private or public dump or refuse container at such times and places and conditions as designated by the Director of Engineering and Public Works and except where certain of these materials are used in a

City of Cedarburg  
Health and Sanitation

normal manner for improving property by grading, fertilizing or resurfacing.

**SEC. 8-3-11 GARBAGE ACCUMULATION; WHEN A NUISANCE.**

The accumulation or deposit of garbage, trash, bulky waste or putrescible animal or vegetable matter in or upon any lot or land or any public or private place within the City which causes the air or environment to become noxious or offensive or to be in such a condition as to promote the breeding of flies, mosquitoes or other insects, or to provide a habitat or breeding place for rodents or other animals, or which otherwise becomes injurious to the public health is prohibited and declared to constitute a nuisance.

**SEC. 8-3-12 REFUSE FROM OUTSIDE THE MUNICIPALITY.**

It is unlawful for any person, firm or corporation to place, deposit or cause to be deposited, for collection, any waste or refuse not generated within the corporate limits of the City of Cedarburg.

**SEC. 8-3-13 RECYCLING** (Ord. 94-46) (Ord. 2008-15)

- (a) **Purpose:** The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in § 287.11, Wis. Stats., and Chapter NR 544, Wis. Administrative Code.
- (b) **Statutory Authority:** This ordinance is adopted as authorized under §287.09(3)(b), Wis. Stats.
- (c) **Abrogation and Greater Restrictions:** It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.
- (d) **Interpretation:** In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Chapter NR 544, Wis. Administrative Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Chapter NR 544, Wis. Administrative Code, standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment of this ordinance.
- (e) **Administration.** The provision of this ordinance shall be administered by the Public Works Commission.
- (f) **Definitions.** For the purposes of this ordinance:
  - (1) "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
  - (2) "Container board" means corrugated paperboard used in the manufacture of shipping

City of Cedarburg  
Health and Sanitation

- containers and related products.
- (3) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
    - a. Is designed for serving food or beverages;
    - b. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container;
    - c. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
  - (4) "HDPE" means high density polyethylene, labeled by the SPI (The Society of the Plastic Industry, Inc.) Code #2.
  - (5) "LDPE" means low density polyethylene, labeled by the SPI Code #4.
  - (6) "Local Authorized Dealer" means a business or individual that is authorized to accept for recycling or other processing any recyclable materials.
  - (7) "Magazines" means magazines and other materials printed on similar paper.
  - (8) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator or stove.
  - (9) "Multiple-family dwelling" means a property containing four (4) or more residential units, including those which are occupied seasonally.
  - (10) "Newspaper" means a newspaper and other material printed on newsprint.
  - (11) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.
  - (12) "Office paper" means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. The term does not include industrial process waste.
  - (13) "Other resins or multiple resins" means plastic resins labeled by the SPI Code #7.
  - (14) "Person" including any individual, corporation, partnership, association, local governmental unit, as defined in §287.01(5m), Wis. Stats., state agency or authority or federal agency.
  - (15) "PETE" means polyethylene terephthalate, labeled by the SPI Code #1.
  - (16) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
  - (17) "Postconsumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in §291.01(7), Wis. Stats.; waste from construction and demolition of structures; scrap automobiles; or high-volume industrial waste, as defined in §289.01(17), Wis. Stats.
  - (18) "PP" means polypropylene, labeled by the SPI Code #5.
  - (19) "PS" means polystyrene, labeled by the SPI Code #6.
  - (20) "PVC" means polyvinyl chloride, labeled by the SPI Code #3.
  - (21) "Recyclable materials" includes lead acid batteries; major appliances, waste oil; yard

City of Cedarburg  
Health and Sanitation

waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers; including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

- (22) "Solid waste" has the meaning specified in §289.01(33), Wis. Stats.
- (23) "Solid waste facility" has the meaning specified in §289.01(35), Wis. Stats.
- (24) "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.
- (25) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- (26) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean wood vegetative material no greater than six (6) inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(g) **Separation of Recyclable Materials.** Occupants of single family and two to four unit residences, multiple family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries
- (2) Major appliances
- (3) Waste oil
- (4) Yard waste
- (5) Aluminum containers
- (6) Bi-metal containers
- (7) Corrugated paper or other container board
- (8) Foam polystyrene packaging
- (9) Glass containers
- (10) Magazines
- (11) Newspaper
- (12) Office paper
- (13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins
- (14) Steel containers
- (15) Waste tires

(h) **Separation Requirements Exempted.** The separation requirements of Section 8-3-13(g) do not apply to the following:

- (1) Occupants of single family and two to four unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section 8-3-13(g) from solid waste in as pure a form as is technically feasible.
- (2) Solid waste which is burned as a supplemental fuel at a facility if less than 30% of the heat input to the facility is derived from the solid waste burned as supplemental fuel.

City of Cedarburg  
Health and Sanitation

- (3) A recyclable material specified in Section 8-3-13(g)(5-15) for which a variance has been granted by the Department of Natural Resources under §287.07(7)(h), Wis. Stats. or NR544.14, Wis. Admin. Code.
- (i) **Care of Separated Recyclable Materials.** To the greatest extent practicable, the recyclable materials separated in accordance with Section 8-3-13(g) shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored between collection dates in a manner which protects them from wind, rain, and other inclement weather conditions.
- (j) **Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste.** Occupants of single family and two to four unit residences, multiple-family dwellings and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:
- (1) Lead acid batteries shall be taken to a local authorized dealer accepting this product.
  - (2) Major appliances shall be taken to a local authorized dealer accepting this product or picked up under the City of Cedarburg Appliance Pickup policy. (Ord. 2008-15)
  - (3) Waste oil shall be taken to a local authorized dealer accepting this product. Waste oil may be taken to the Public Works Facility for acceptance during posted hours of operation.
  - (4) Yard waste, brush and grass clippings shall be handled in accordance with adopted City policies. (Policy PW-6) (Ord. 96-31)
- (k) **Preparation and Collection of Recyclable Materials.** Except as otherwise directed by the Director of Engineering & Public Works, occupants of single family and two to four unit residences and multiple families eligible to receive municipal recyclable collection service shall do the following for the preparation and collection of the separated materials specified in Section 8-3-13(g).
- (1) Aluminum containers shall be mixed together with other recyclables within the provided ~~sixty-four~~sixty-four (64) or ninety-six (6496) gallon recycling ~~cart~~container ~~gallon~~ and placed at the curb on the designated collection day. (Ord. 2008-15)
  - (2) Bi-metal containers shall be mixed together with other recyclables within the provided ~~sixty-four~~sixty-four (64) or ninety-six (6496) gallon recycling ~~cart~~container ~~gallon~~ and placed at the curb on the designated collection day. (Ord. 2008-15)
  - (3) Corrugated paper or other container board, magazines, newspapers and office paper shall be mixed together with other recyclables within the provided ~~sixty-four~~sixty-four (64) or ninety-six (6496) gallon recycling ~~cart~~container ~~gallon~~ and placed at the curb on the designated collection day. (Ord. 2008-15)
  - (4) Glass containers shall be mixed together with other recyclables within the provided ~~sixty-four~~sixty-four (64) or ninety-six (6496) gallon recycling ~~cart~~container ~~gallon~~ and placed at the curb on the designated collection day. (Ord. 2008-15)
  - (5) Rigid plastic containers including PETE (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7) shall be mixed together with other recyclables within the provided ~~sixty-four~~sixty-four (64) or ninety-six (6496)



City of Cedarburg  
Health and Sanitation

gallon recycling ~~ear~~container gallon and placed at the curb on the designated collection day. (Ord. 2008-15)

- (6) Steel containers shall be mixed together with other recyclables within the provided ~~sixty-four~~sixty-four (64) or ninety-six (6496) gallon recycling ~~ear~~container-gallon and placed at the curb on the designated day of collection. (Ord. 2008-15)
- (7) Waste tires shall be disposed at designated local authorized dealer accepting this product.
- (8) All recyclable material must be placed within the ~~ear~~container. Any recyclable material placed outside the ~~ear~~container will not be picked up.

(l) **Responsibilities of Owners or Designated Agents of Multi-Family Dwellings.**

- (1) Owners or designated agents of multi-family dwellings shall do all of the following to recycle the materials specified in Section 8-3-13(g)(15):

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- a. Provide adequate separate containers for the recyclable materials.
- b. Notify tenants in writing at the time of renting or leasing the dwelling at least semi-annually thereafter about the established recycling program.
- c. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
- d. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation and a contact person or company, including a name, address and telephone number

- (2) **The requirements specified in (1) do not apply to the owners or designated agents of multi-family dwellings if:**

- a. The postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Section 8-3-13(g)(5-15) from solid waste in as pure a form as is technically feasible.
- b. Solid waste which is burned as a supplemental fuel at a facility if less than 30% of the heat input of the facility is derived from the solid waste burned as a supplemental fuel at that facility.
- c. Items have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats. Currently the items which need not be separated from solid waste are foam polystyrene packing and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).

(m) **Responsibilities of Owners or Designated Agent of Non-Residential Facilities and Properties.**

- (1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section 8-3-13(g)(5-15):

- a. Provide adequate separate containers for the recyclable materials.
- b. Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.

City of Cedarburg  
Health and Sanitation

- c. Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
  - d. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- (2) The requirements specified in (1) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licenses by the Department of Natural Resources that recovers for recycling the materials specified in Section 8-3-13(g)(5-15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
- (n) **Prohibitions on Disposal of Recyclable Materials Separated for Recycling.**  
No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 8-3-13(g)(5-15) which may have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
- (o) **Enforcement.**
- (1) For the purpose of ascertaining compliance with the provisions of this ordinance, the Director of Engineering & Public Works or his or her designee may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to the Director of Engineering & Public Works or his or her designee, who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
  - (2) Any person who violates a provision of this ordinance may be issued a citation by the City of Cedarburg Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
  - (3) Any person who violates a provision of this Ordinance may be required to forfeit not less than \$50 or more than \$1,000 for each violation.

## ORDINANCE 2021-05

### **An Ordinance Repealing and Recreating Sections of Chapter 3 Refuse Collection and Disposal in Title 8 Health and Sanitation**

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

**SECTION 1.** Sections 8-3-5, 8-3-6, 8-3-10(k) and 8-3-13(k) of the Code of Ordinances of the City of Cedarburg are hereby amended as follows:

#### **SEC. 8-3-5 APPROVED WASTE AND REFUSE CONTAINERS.**

- (a) **General Container Standards.** City residents will be provided with an approved refuse container(s) furnished by the refuse and recycling collection contractor. Residents shall maintain containers in a nuisance- and odor-free condition and they shall prevent the scattering of contents by weather conditions or animals. Dumpsters for commercial or multi-family properties shall be screened, subject to the approval of the Building Inspector.
- (b) **Approved Containers.**  
All refuse shall be placed inside refuse containers provided by the refuse and recycling collection contractor. Any refuse placed outside of the refuse container will not be picked up, including refuse in bags, boxes, or other containers.
- (c) **Householder Responsibility for Containers.** It shall be the duty of every occupant, tenant and proprietor of any residential unit to provide, and at all times keep in a suitable place readily accessible to the garbage collector, approved garbage containers provided by the refuse and recycling collection contractor and are capable of holding all garbage which would ordinarily accumulate on such premises between the times of successive collections.
- (d) **Defective Containers.**  
Any damaged or defective contractor provided containers shall be brought to the attention of the contractor by the householder. The contractor will determine whether the container is eligible for repair or replacement.

#### **SEC. 8-3-6 COLLECTION OF REFUSE.**

- (a) **Placement For Collection**
  - (1) Residential solid waste shall be accessible to collection crews. Collection by packer truck is limited to rubbish and garbage. Residential solid waste in approved containers shall be placed immediately behind the curb of the public street for collection. Bulky wastes will not be collected. During winter months, containers shall not be placed on top of the snowbank nor shall they be placed in the roadway. The owner shall either shovel out an area behind the curb in which to place their refuse and recycling containers or shall place them in their driveway. Collection crews will not collect residential solid waste unless it is placed inside the approved container at the curb of a public street. Residential units shall bring their containers to the public right-of-way for collection. Should collection crews be unable to discharge contents of garbage containers into collection vehicles using their established safe handling procedures, the containers, including contents, will be left



at curb side. The owner shall make provisions to assure that the solid waste therein can be collected on the next collection day. Collection crews cannot leave their vehicles to move containers or pick up additional items.

- (2) No garbage containers or other containers for refuse other than those provided by the refuse and recycling contractor shall be placed, kept, stored or located within the right-of-way of a street or alley; however, the Director of Engineering and Public Works may authorize the location of such containers within the public right-of-way at specified places and times when such location is necessary for the expeditious collection and disposition of refuse. (Ord. 95-36)

(b) **Restriction on Time of Placement.**

- (1) The City refuse and recycling contractor shall provide collection of residential refuse once per week. (Ord. 95-36)
- (2) All containers for refuse shall be placed in collection locations as designated in Subsection (a) above only after 5:00 p.m. on the evenings prior to the regular collection time the following day and no later than 6:30 a.m. on the day of pickup. All containers shall be removed from the curbside collection point within twenty-four (24) hours after the regular collection time. Refuse and recycling containers must be stored within a garage or accessory structure or in a location screened from street view. City employees or employees of licensed collectors will not enter any structures to remove garbage or refuse, except by written agreement with the property owner. (Ord. 91-05)(Ord. 91-07)(Ord. 95-36)(Ord. 2001-15)(Ord. 2003-34) (Ord. 2008-15)

(c) **Qualifications to Receive Municipal Refuse & Recyclable Collection Service.**

Effective January 1, 2021, all occupied buildings are eligible to receive refuse and recyclable collection service, subject to the following limitations:

- (1) The base level of service per eligible tax key number for refuse will be one (1) ninety-six (96) gallon refuse container per eligible tax key number per week. If a building generates more refuse than this amount, the building owner may purchase a second container directly from the refuse and recycling contractor. Refuse collection frequency will remain at once per week. If more than two refuse containers are required, the tax key number would not be eligible for service under the City contract. Any refuse material placed outside of the container will not be picked up. (Ord. 2008-15)
- (2) The base level of service per eligible tax key number for recycling will be one (1) ninety-six (96) gallon recycling container per residential tax key number biweekly (every two weeks). If a building generates more recycling than this amount, the building owner may purchase a second recycling container directly from the refuse and recycling contractor. Recycling collection frequency will remain biweekly (every two weeks). If more than two recycling containers are required, the tax key number would not be eligible for service under the City contract. All recyclable material must be placed within the container. Any recyclable material placed outside of the container will not be picked up. (Ord. 2008-15)
- (3) Buildings regularly exceeding the described municipal service limits for refuse amounts shall have their service revoked. For the purpose of this ordinance, regularly exceeding shall mean having more garbage than the described limits for two (2) consecutive weeks, or five (5) times in a calendar year. (Ord. 2008-15)
- (4) The Director of Engineering & Public Works shall be responsible for making decisions regarding refuse and recycling service qualification. If a building is to

have service revoked, such service shall cease no sooner than fourteen (14) days following notice of the Director of Engineering & Public Works. Building owners who have had their service revoked may appeal this decision to the Public Works Commission. The Public Works Commission shall render a final decision regarding garbage and recyclable service appeals.

- (5) Buildings which have had service revoked may request restoration of the service no sooner than the beginning of the next calendar year following the year of their revocation. Such request must also include a statement from the building owner on how they reduced their volume to meet the prescribed limits.

#### **SEC. 8-3-10 PROHIBITED ACTIVITIES AND NON-COLLECTABLE MATERIALS.**

- (k) **Non-Collectible Materials.** It shall be unlawful for any person to place for collection any of the following wastes:

- (1) Hazardous waste.
- (2) Toxic waste.
- (3) Chemicals.
- (4) Explosives or ammunition.
- (5) Drain or waste oil or flammable liquids.
- (6) Large quantities of paint.
- (7) Inoperable vehicles.
- (8) Lumber which is not bundled, exceeds four foot in length, or exceeds 50 pounds in total.
- (9) Trees and shrubbery.
- (10) Lead acid batteries. (Ord. 91-05)
- (11) Major appliances. (Ord. 91-05)
- (12) Grass clippings, leaves, brush and organic garden and yard waste. (Ord. 92-37)
- (13) Bulky wastes (items larger than four (4) feet in any direction and/or weighting more than fifty (50) pounds.

#### **SEC. 8-3-13 RECYCLING** (Ord. 94-46) (Ord. 2008-15)

- (k) **Preparation and Collection of Recyclable Materials.** Except as otherwise directed by the Director of Engineering & Public Works, occupants eligible to receive municipal recyclable collection service shall do the following for the preparation and collection of the separated materials specified in Section 8-3-13(g).

- (1) Aluminum containers shall be mixed together with other recyclables within the provided sixty-four (64) or ninety-six (96) gallon recycling container and placed at the curb on the designated collection day. (Ord. 2008-15)
- (2) Bi-metal containers shall be mixed together with other recyclables within the provided sixty-four (64) or ninety-six (96) gallon recycling container and placed at the curb on the designated collection day. (Ord. 2008-15)
- (3) Corrugated paper or other container board, magazines, newspapers and office paper shall be mixed together with other recyclables within the provided sixty-four (64) or ninety-six (96) gallon recycling container and placed at the curb on the designated collection day. (Ord. 2008-15)
- (4) Glass containers shall be mixed together with other recyclables within the provided

- sixty-four (64) or ninety-six (96) gallon recycling container and placed at the curb on the designated collection day. (Ord. 2008-15)
- (5) Rigid plastic containers including PETE (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7) shall be mixed together with other recyclables within the provided sixty-four (64) or ninety-six (96) gallon recycling container and placed at the curb on the designated collection day. (Ord. 2008-15)
  - (6) Steel containers shall be mixed together with other recyclables within the provided sixty-four (64) or ninety-six (96) gallon recycling container and placed at the curb on the designated day of collection. (Ord. 2008-15)
  - (7) Waste tires shall be disposed at designated local authorized dealer accepting this product.
  - (8) All recyclable material must be placed within the container. Any recyclable material placed outside the container will not be picked up.

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

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

Passed and adopted this 25th day of January 2021.

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Michael O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** January 25, 2021

**ITEM NO:** 8.D.

**TITLE:** Consider contract proposal from Symbiont Engineers for Final Compliance Alternatives Plan and Permit Renewal Application Support for the Cedarburg Water Recycling Center action thereon.

**ISSUE SUMMARY:** The Water Recycling Center is continuing the process for its WPDES Permit Compliance Schedule and will be continuing the collaboration with Symbiont Engineers to evaluate four alternatives for compliance strategies and also working with the Center to submit a permit renewal to the WIDNR.

**STAFF RECOMMENDATION:** Acceptance of the proposal from Symbiont Engineering to continue working with WRC staff on studying four compliance alternatives for the WPDES Compliance Schedule as well as guidance through the permit renewal process.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** The Public Works and Sewerage Commission met on January 14<sup>th</sup>, 2021 and approved a motion to approve the proposal from Symbiont Engineering unanimously.

**BUDGETARY IMPACT:** Not to exceed \$34900 from Budgeted replacement funds

**ATTACHMENTS:** Symbiont proposal.

**INITIATED/REQUESTED BY:** Eric Hackert, CWRC Superintendent

**FOR MORE INFORMATION CONTACT:** Eric Hackert, 262-375-7900

Mr. Mike Wieser  
Director of Engineer & Public Works  
City of Cedarburg  
W63 N645 Washington Ave  
P.O. Box 49  
Cedarburg, WI 53012

December 22, 2020

**RE: Proposal for Final Compliance Alternatives Plan Preparation  
City of Cedarburg, Wisconsin  
Symbiont Proposal No. 37255**

Dear Mr. Wieser,

Symbiont Science, Engineering and Construction, Inc. (Symbiont) is pleased to provide this proposal to the City of Cedarburg (City) for completion of the Final Compliance Alternatives Plan for Total Phosphorus in accordance with its Wisconsin Pollutant Discharge Elimination System (WPDES) permit Total Phosphorus compliance schedule. This proposal was prepared in response to the City's request.

## PROJECT UNDERSTANDING/BACKGROUND

The City of Cedarburg (City) operates a water recycling center (WRC) that discharges to Cedar Creek. Discharges from the WRC must comply with the Wisconsin Pollution Discharge Elimination System (WPDES) permit. The current permit primarily regulates the discharge of biological oxygen demand (BOD), total suspended solids (TSS), ammonia, and total phosphorus.

The City received a new WPDES permit with an effective date of April 1, 2017. This permit included a water quality-based effluent limit (WQBEL) of 0.075 mg/L (6-month average) and a 0.225 mg/L monthly average. The City contested this permit, and a modified permit was issued with an effective date of January 1, 2020, with an expiration date of March 31, 2022. This new permit changed the WQBEL for phosphorus to monthly average mass values in accordance with allocations from the Milwaukee River TMDL.

The WPDES permit requires the City to submit annual reports in accordance with a compliance schedule. The first report (operational evaluation report (OER)) was submitted by March 31, 2018. The second report (Compliance Alternatives, Source Reduction, Improvements, and Modifications Status (Status) Report) was submitted by March 31, 2019. The third report (Preliminary Compliance Alternatives Plan) was submitted by June 30, 2020. All reports were prepared by Symbiont.

The preliminary compliance alternatives plan reviewed four alternatives as possible compliance strategies for meeting the WQBEL for phosphorus:

- WRC plant improvements involving the addition of filtration
- Watershed planning (adaptive management)
- Nutrient trading
- Multi-discharger variance (MDV)

Only three of these compliance alternatives were found viable: plant improvements; adaptive management; and the MDV. However, recent changes to nutrient trading within a TMDL make this alternative more viable and worth revisiting.

The City has requested engineering support from Symbiont to assist with completing the Final Compliance Alternatives Plan for Total Phosphorus that has a WDNR submittal due date of March 31, 2021. The permit contains the following description for this plan:

***Final Compliance Alternatives Plan:*** *The permittee shall submit a final compliance alternatives plan to the Department.*

*If the plan concludes upgrading of the permittee's wastewater treatment is necessary to meet final phosphorus WQBELs, the submittal shall include a final engineering design report addressing the treatment plant upgrades, and a facility plan if required pursuant to ch. NR110, Wis. Adm. Code.*

*If the plan concludes Adaptive Management will be implemented, the submittal shall include a completed Watershed Adaptive Management Request Form 3200-139 and an engineering report addressing any treatment system upgrades necessary to meet interim limits pursuant to s. NR217.18. Wis Adm. Code.*

*If the plan concludes water quality trading will be used, the submittal shall identify potential trading partners.*

The final compliance plan for Total Phosphorus will consider only the mass allocations that are included in Part 3.2.1.3 of the modified permit (P.5).

## SCOPE OF WORK

Symbiont will execute the following tasks to complete the Final Compliance Alternatives Plan for Total Phosphorus.

### **Task 1 – Refine the Cost Estimates for WWTP Improvements**

Symbiont will compare the basis of design to the current flow and loading information to determine if the design values for the treatment plant improvements should be modified. Symbiont will contact equipment suppliers to obtain updated design information and planning level cost estimates for the most viable tertiary filtration equipment (cloth filtration).

Symbiont will prepare updated cost tables, both capital and operating, for cloth filtration.

### **Task 2 – Finalize Investigation into Non-Equipment Based Alternatives**

Symbiont will contact county officials and other interested parties to finalize phosphorus permit compliance with nutrient trading and adaptive management. Symbiont will build on the work started as part of the preliminary plan by gathering more data on potential watershed improvements that may produce phosphorus reductions within the watershed.

This final investigation will include summarizing the requirements of each alternative, assemble maps depicting the locations of potential non-point source partners, preparing more refined cost estimates and descriptions of watershed improvements where applicable, and identifying obstacles or other issues that may influence each alternative.

In addition, Symbiont will finalize the evaluation of the MDV as a viable option by estimating the cost impact to a typical household within the City for phosphorus improvements to see if it exceeds the eligibility threshold.

**Deliverable:** Technical memo summarizing the three non-equipment alternatives.

### **Task 3 – Alternatives Review Workshop**

Symbiont will host a workshop with the City (location to be determined) to review the information collected from Tasks 1 and 2. The workshop will provide the wastewater treatment staff an opportunity to provide feedback on the various alternatives along with other information they have collected throughout the previous year. The goal of the workshop will be to identify the most promising alternatives to be further developed. Symbiont will prepare notes for this meeting that will document the exchanges that occur during the workshop and submit an electronic copy of the minutes to the City.

**Deliverable:** Workshop notes in PDF format.

### **Task 4 – Presentation to the Public Works & Sewerage Commission**

Based on the information collected in Tasks 1 through 3, Symbiont will prepare and present a detailed summary of the alternatives for the City to meet the future phosphorus mass allocations from the TMDL. Symbiont will be prepared to answer questions from the commission members. Symbiont will help direct the discussion so that the commission can



reach a decision on which compliance alternative is best for the City. This presentation is targeted for the March 2021 commission meeting. Symbiont would be available to attend the February commission meeting as well.

**Deliverable:** Presentation to Public Works & Sewerage Commission.

### **Task 5 – Final Compliance Alternatives Plan**

Symbiont will draft the Final Compliance Alternative Plan for Total Phosphorus for the City's WRC to meet the projected future phosphorus permit requirements. The plan will include the items summarized in Tasks 1 and 4. A copy of the plan will be provided to the City for review. Based on feedback from the City, Symbiont will make the necessary adjustments and submit the final plan to the WDNR, in digital format, in accordance with the requirements of the WPDES permit.

**Deliverable:** Final Compliance Alternative Plan for Total Phosphorus.

### **Task 6 – WPDES permit renewal application support**

Symbiont will provide support to the City to renew the WPDES permit for the WWTP. The support will include:

- Review of the WPDES application forms and data collection.
- Symbiont will work with the City to register personnel with the WDNR to be able to access the application to view which pollutants and how many tests for each pollutant will be required. Once the permit renewal application is viewed, Symbiont will assist the City in identifying the sampling data that needs to be collected.
- The City is responsible for collecting the required data.
- Completion of the Draft WPDES e-application forms.
- Symbiont will complete a draft of the WPDES renewal application forms and submit them to the City for review and comment, upon completion of Task 1.
- Complete and submit renewal e-application forms.
- Complete, upon receipt of comments from the City, the final renewal application forms using the web-based WPDES permit e-application submittals program. The City will be responsible for certifying the renewal application.
- Prepare the required engineering reports or complete application forms for the selected phosphorus compliance alternative.
  - ♦ If the selected alternative is improvements to the WRC, Symbiont will prepare an engineering report that describes the improvements along with process flow diagrams. The engineering report will not include detailed mechanical drawings, site civil improvements, electrical upgrades, or structural drawings.

- ♦ If the selected alternative is adaptive management, Symbiont will complete the necessary application form. An engineering report is not needed because the current treatment plant can achieve all the interim limits.
- ♦ If the selected alternative is nutrient trading, Symbiont will work with partners to identify potential trading partners.
- ♦ If the selected alternative is the MDV, Symbiont will prepare the application for the MDV.

## ASSUMPTIONS/EXCLUSIONS

### Assumptions

The following assumptions apply to this proposal:

- The City will be responsible for collecting and submitting the samples to a certified lab for analysis.
- The City will pay for the cost of the lab analysis.
- The City will certify the WPDES renewal application.

### Exclusions

The following exclusions apply to this proposal and are not included in the project cost:

- Drawings to be prepared as part of detailed engineering are not included.
- Permit fees are not included.

## SCHEDULE

The coronavirus has created considerable uncertainty with respect to business as usual. Under normal circumstances, Symbiont would propose the following schedule for implementing this project. Significant business interruptions by the coronavirus may require the schedule to be extended. Symbiont will promptly communicate any delays due to the coronavirus as soon as they are foreseeable. Although Symbiont has no way of knowing the future impact of the coronavirus, we will strive to meet the dates proposed below. To ensure timely project delivery, our clients are required to confirm all pre-travel details and clearances necessary for our site visits. Once site visits have been scheduled and confirmed, cancellations, and impacts due to the pandemic that impacts the schedule, will be considered a change in scope.

Following receipt of purchase order or signed proposal, Symbiont will begin project initiation. Assuming the award of the contract will occur on or before January 15, 2021, the anticipated project schedule is as follows.

Task	Description	Anticipated Completion
1	Refine Cost Estimates for WWTP improvements	February 5, 2021
2	Initial Investigation into Non-Equipment Based Alternatives	February 12, 2021
3	Alternatives Review Workshop	Week of February 15, 2021
4	Presentation to the Board of Public Works	First meeting in March 2021
6	Final Compliance Alternatives Plan	First draft – March 19, 2021 Final – March 31, 2021
7	WPDES Permit Renewal Application Support	Completed by September 30, 2021

## COMPENSATION

Symbiont will complete the above-described Scope of Work on a time and materials basis not to exceed \$34,900. The breakdown for services is as follows:

Final Phosphorus Compliance Plan (Tasks 1 through 5)	\$18,300
WPDES Permit Renewal Application Support (Task 6)	\$10,400

Symbiont will keep the City apprised of the project status and budget. Symbiont will not exceed the proposed project fee without prior written authorization from the City.

The costs in this proposal exclude any sales and use tax, goods and services tax, value added tax, or any other similar taxes. Upon award of the contract, Symbiont will request that the client provide an exemption certificate for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

This proposal is valid until February 1, 2021.

## TERMS AND CONDITIONS

Provided within this proposal are our Terms and Conditions of Agreement (Form S-1 8/2018), which are an integral part of our contract for professional services. Please indicate your acceptance of this proposal (and the Terms and Conditions herein) by having an authorized representative sign one copy and returning it to Symbiont.

Symbiont's clients frequently issue purchase orders (P.O.s) as a matter of convenience for tracking their accounts payable. However, it is expressly understood by your company and Symbiont that none of the terms and conditions associated with your company's P.O. shall be deemed effective and that in the case of such conflict, the terms and conditions set forth in Symbiont's Terms and Conditions of Agreement (Form S-1 10/2013) shall be deemed effective and agreed to between your company and Symbiont and that Symbiont's acceptance of a P.O. shall not be deemed to be an acceptance of the terms or conditions of such P.O.

We appreciate the opportunity to offer our professional services for the completion of the Preliminary Compliance Alternatives Plan for Total Phosphorus for the Village of Grafton. Please contact us if you have any questions regarding this proposal. We look forward to working with you on this and future projects.

Sincerely,

SYMBIONT®



Jonathan R. Butt, P.E.  
Project Manager

SYMBIONT®



Patrick W. Carnahan, P.E.  
Vice President

SYMBIONT PROPOSAL NO. 37255 ACCEPTED BY:


CLIENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

*Symbiont considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Symbiont's prior written consent.*

A decorative graphic consisting of multiple thin, light gray lines that form a series of overlapping, wavy curves across the middle of the page.

# Attachment – Terms and Conditions



**SYMBIONT® SCIENCE, ENGINEERING AND CONSTRUCTION, INC.  
TERMS AND CONDITIONS OF AGREEMENT**

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Symbiont Science, Engineering and Construction, Inc. (hereinafter referred to as Symbiont) upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

**Article 1. Scope of Work**

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Symbiont to change the original scope of work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Symbiont as soon as practicable in accordance with Article 28 below. In the event that the Client and Symbiont cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 9, Termination.

Symbiont shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Symbiont shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Symbiont shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

**Article 2. Fees, Billing and Payment**

Symbiont's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Symbiont shall have the right to modify its fee estimate. The Client recognizes that Symbiont's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be submitted with the Contract / Purchase Order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Symbiont's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted (using one method of submittal) by Symbiont no more frequently than monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Symbiont within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Symbiont and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Symbiont of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 11, below.

Payment shall be made via electronic means (EFT/ACH) directly to Symbiont. A remittance advice or payment notification to [accounting@symbiontengineer.com](mailto:accounting@symbiontengineer.com) is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Symbiont  
Attn: Accounts Receivable  
6737 W Washington Street, Suite 3440  
Milwaukee, WI 53214

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Symbiont more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Symbiont's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Symbiont may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 8, Suspension, or terminate this Agreement, as provided for in Article 9, Termination.



### **Article 3. Confidentiality**

Symbiont and Client shall hold confidential all business or technical information obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement; and (5) to the extent reasonably necessary to effectuate the services of advisors, attorneys, or accountants for Symbiont and Client. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgment of Symbiont's counsel required to limit Symbiont's liability, notify the other party in advance of disclosure. The parties' obligations hereunder shall not apply to information in the public domain or information lawfully acquired on a non-confidential basis from others.

### **Article 4. Independent Contractor Relationship**

The relationship between the Client and Symbiont created under this Agreement is that of principal and independent contractor. Symbiont shall serve as an independent consultant to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Symbiont may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Symbiont determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Symbiont shall obtain prior written approval or subsequent written confirmation from the Client.

### **Article 5. Standard of Care**

Symbiont will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

### **Article 6. Timeliness of Performance**

Symbiont acknowledges that timely performance of its services is an important element of this Agreement. Symbiont will put forth its best effort to complete the work according to the schedule attached in the Proposal.

If Symbiont discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

### **Article 7. Force Majeure**

Symbiont shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Symbiont or its subcontractors, including but not restricted to, an act of God or of a public enemy, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, or supplier delay. In the event Symbiont has knowledge of any actual or potential delay, Symbiont shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Symbiont's performance obligations hereunder shall be suspended.

### **Article 8. Suspension**

Upon fourteen (14) calendar days written notice to Symbiont, the Client may suspend Symbiont's work.

If payment of Symbiont's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Symbiont may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Symbiont's or Client's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Symbiont, and Symbiont shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.





## **Article 9. Termination**

The Client or Symbiont may terminate this Agreement for reasons identified elsewhere in the Agreement. Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, has an assignee, referee, receiver or trustee appointed in any creditor action, has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, the Client shall within thirty (30) calendar days of termination remunerate Symbiont for services rendered and costs reasonably incurred, in accordance with Symbiont's fee schedule. Costs shall include those incurred up to the time of termination.

## **Article 10. Notice to Parties**

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' usual place of business.

## **Article 11. Dispute Resolution**

Client and Symbiont shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Symbiont agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Client and Symbiont may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court located in Milwaukee County, Wisconsin. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documents expenses, in addition to any other relief to which it may be entitled. Client and Symbiont agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Neither party will be responsible to the other for special or consequential damages including but not limited to, loss of profits, loss of investment or business interruption.

## **Article 12. Choice of Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin for any actions, suits or proceedings arising out of or relating to this Agreement.

## **Article 13. Limitation of Liability**

The Client agrees that the limit of Symbiont's liability for its or its agents', employees' or other representatives' acts, errors, or omissions relating to or arising out of the Agreement, including without limitation, negligent acts, or omissions, shall not exceed the amount of Symbiont's insurance coverage as listed below in Article 14.

## **Article 14. Insurance**

Symbiont shall maintain the following insurance coverage during the time it is performing services hereunder.

- A. Worker's Compensation:  
of a form and in an amount as required by state law
- B. Employer's Liability:
  - \$1,000,000 each accident
  - \$1,000,000 disease, each employee
  - \$1,000,000 disease, policy limit



C. Commercial General Liability (bodily injury and property damage — combined single limit):  
\$1,000,000 annual aggregate

D. Combined Errors and Omissions and Contractors Pollution Liability:  
\$1,000,000 each incident  
\$2,000,000 annual aggregate

#### **Article 15. Indemnification**

Symbiont agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Symbiont or Symbiont's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Symbiont will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of gross negligence or intentional misconduct of Client or Client's agents or employees.

Client agrees to indemnify and hold harmless Symbiont, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Client or Client's employees or agents; provided, however, Client will not be obligated to indemnify Symbiont with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of gross negligence or intentional misconduct of Symbiont or Symbiont's agents, employees, or subcontractors.

#### **Article 16. Review of Drawings of Contractors**

In the course of performing services under this Agreement, Symbiont may be asked to review drawings and specifications from contractors engaged to perform work in connection with the project for which the Proposal is submitted. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Symbiont on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Symbiont has accepted or approved the drawings and specifications in any manner.

#### **Article 17. Ownership and Use of Documents and Concepts**

Client acknowledges that Symbiont reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other similar documents ("Records") are instruments of professional services, not products.

Symbiont will retain these Records for a period of three (3) years following completion of this project. During this time, Symbiont will reasonably make available these records to the Client. Symbiont may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such records.

CADD files and any other electronic data submitted by Symbiont shall be reviewed by Client for comparison to the paper contract documents including plans, drawings and specifications. Client shall notify Symbiont within ten (10) business days of any defects it discovers in the files or any inconsistencies between the electronic files and the paper contract documents.

Symbiont shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the paper contract documents or any reuse of the electronic data by Client or any other party for this project, or any other project without the prior express written consent of Symbiont. Client shall defend, indemnify and hold completely harmless Symbiont against any claims, damages, or losses arising out of any deviations, alterations, modifications, or additions in the electronic data in comparison to the paper contract documents or any reuse by Client of the electronic data without prior express written consent of Symbiont.

All documents, including the electronic files that are transferred by Symbiont to Client are Instruments of Service of Symbiont created for this project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to only the printed copies (also known as hard copies) that contain original signatures and seals of the professional employee(s) of Symbiont. Files in electronic media format of text, data, graphic, or of other types that are furnished by Symbiont to Client are only for the convenience of Client and shall not be construed as containing original signatures and seals of the professional employee(s) of Symbiont. Any conclusion or information obtained or derived from such electronic files will be at the Client's sole risk.



Symbiont is not responsible for damages arising out of the use by the Client or the Client's agents of any Symbiont data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Symbiont as a result of this Agreement shall remain the sole and exclusive property of Symbiont, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Symbiont, to use any information or recommendations generated by Symbiont during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Symbiont under this Agreement. Nothing in this Article 17 shall restrict Symbiont from using any methods, techniques, or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

#### **Article 18. Buried Utilities**

In those situations where Symbiont performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Symbiont information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. Symbiont will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Symbiont will furnish Client a plan indicating the locations intended for penetration. Symbiont will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

#### **Article 19. Extent of Study**

Client recognizes that actual environmental conditions may vary from conditions encountered at locations where Symbiont makes visual observations, obtains samples, or performs other explorations as part of its services under this Agreement. Symbiont's failure to discover potential environmental contamination or other environmental conditions through appropriate techniques does not guarantee the absence of environmental contamination or other environmental conditions at a site.

#### **Article 20. Hazardous Substances**

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Symbiont commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Symbiont or its subcontractors on behalf of the Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to the Client, or using a manifest signed by the Client as a generator, be transported to a location selected by the Client for final disposal. The Client shall pay all costs associated with the storage, transport, and disposal of all such samples. The Client agrees and recognizes that Symbiont is acting as a bailee and at no time assumes title to any such samples or substances.

Symbiont warrants that when making hazardous waste determinations on behalf of Client, Symbiont will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Symbiont, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Symbiont may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Symbiont has not conducted regulatory compliance audits on such transporters or TSDFs nor does Symbiont make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Symbiont at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Symbiont has no responsibility as an operator, arranger, generator, treater, storer, transporter, or disposer of hazardous substances found or identified in conjunction with work performed hereunder.

#### **Article 21. Third Party Rights**

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Symbiont. The services provided by Symbiont hereunder are for the Client only.

#### **Article 22. Assignment**

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.



#### **Article 23. Lien Notice**

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

If the project site is in a state other than Wisconsin, Symbiont and its subcontractors may also have lien rights on Client's land and building if not paid.

#### **Article 24. Waiver**

No waiver by Symbiont of any term or condition set forth herein or the breach by the Client of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

#### **Article 25. Headings**

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

#### **Article 26. Entire Agreement**

The parties agree that this Agreement, together with proposals and attachments, represents the entire and integrated agreement between the Client and Symbiont and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Symbiont. If additional documents represent the agreement of the parties, such documents must be itemized in Symbiont's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Owner's Purchase Orders, Work Orders, etc. and that such documents may be issued by Owner to Symbiont as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

#### **Article 27. Severability**

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

#### **Article 28. Contract Amendments**

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Symbiont. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

#### **Article 29. Execution of Agreement**

These Terms and Conditions of Agreement are cross referenced in Symbiont's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Symbiont to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Symbiont's Proposal may be executed by Client and delivered to Symbiont via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
1/7/2021-1/15/2021

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
<b>PWSB CHECKING ACCOUNT</b>		
1/7/2021	\$1,500.00	Pitney Bowes-Postage
1/14/2021	\$226,000.00	PWSB Payroll
1/14/2021	\$1,644.65	PR#1 ICMA
1/14/2021	\$4,172.85	PR#1 North Shore Bank
1/14/2021	\$7,286.48	PR#1 Health Savings Accounts
1/14/2021	\$467.50	PR#1 Police Union
1/14/2021	\$346.15	PR#1 State of Wisconsin-child support
1/14/2021	\$250.00	PR#1 Wis Deferred Comp
	<u>\$241,667.63</u>	

**PWSB PAYROLL CHECKING ACCOUNT**

1/15/2021	\$158,678.91	Payroll for 12/27/20-1/9/21
1/15/2021	\$67,119.24	Payroll taxes for 12/27/20-1/9/21
	<u>\$225,798.15</u>	

**PWSB MONEY MARKET ACCOUNT**

1/15/2021	\$1,347,263.64	Ozaukee County-tax settlement
1/15/2021	\$7,405,454.51	Cedarburg School District-tax settlement
	<u>\$8,752,718.15</u>	

**BMO HARRIS TAX COLLECTION**

1/7/2021	\$1,200,000.00	BMO Harris Temp Investment
1/8/2021	\$100,000.00	BMO Harris Temp Investment
	<u>\$1,300,000.00</u>	

## CITY OF CEDARBURG

01/20/21 10:28 AM

Page 1

**\*Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>111300 PWSB Checking</b>					
<b>36820</b>	01/08/21	<b>ALLIANCE TECHNOLOGY, LLC</b>			
G 601-212000		ACCOUNTS PAYABLE	\$604.00	33844	CWRC-COLLECTION SYSTEM MAINTENANCE
		Total	\$604.00		
<b>36821</b>	01/08/21	<b>ASSESSMENT TECHNOLOGIES OF WI</b>			
E 100-515400-312		COMPUTER/COPIER SU	\$1,909.96	9358	ASSESSOR-COMPUTER
		Total	\$1,909.96		
<b>36822</b>	01/08/21	<b>AT&amp;T MOBILITY</b>			
G 100-212000		ACCOUNTS PAYABLE	\$977.64	12192020	PD-WIRELESS
		Total	\$977.64		
<b>36823</b>	01/08/21	<b>AT&amp;T</b>			
G 100-212000		ACCOUNTS PAYABLE	\$88.15	762412	PD-TELEPHONE
		Total	\$88.15		
<b>36824</b>	01/08/21	<b>ATOZDATABASES</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$1,663.00	503273	LIBR-PUBLICATIONS-2/15/21-2/14/22
		Total	\$1,663.00		
<b>36825</b>	01/08/21	<b>BAKER &amp; TAYLOR BOOKS</b>			
G 260-212000		ACCOUNTS PAYABLE	\$174.18	2035676608	LIBR-DONATIONS
		Total	\$174.18		
<b>36826</b>	01/08/21	<b>BRAUN THYSSENKRUPP ELEVATOR</b>			
E 100-518100-240		REPAIR AND MAINTENA	\$232.02	13705	COMPLEX-MAINTENANCE
		Total	\$232.02		
<b>36827</b>	01/08/21	<b>CARDMEMBER SERVICE</b>			
G 100-212000		ACCOUNTS PAYABLE	\$186.36	0513	EM-OPERATING
G 100-212000		ACCOUNTS PAYABLE	\$269.03	0513	EM-TRAVEL & TRAINING
G 100-212000		ACCOUNTS PAYABLE	\$501.09	6174	BI-PERMIT SEALS
G 220-212000		ACCOUNTS PAYABLE	(\$589.35)	6182	POMS REFUND
G 220-212000		ACCOUNTS PAYABLE	\$135.66	6182	REC-SUPPLIES & EXPENSES
G 220-212000		ACCOUNTS PAYABLE	\$2,417.36	6182	POMS EXPENSES
G 100-212000		ACCOUNTS PAYABLE	\$857.00	6190	PARKS-REPAIR & MAINTENANCE
G 100-212000		ACCOUNTS PAYABLE	\$65.00	6190	PARKS-TRAVEL & TRAINING
G 220-212000		ACCOUNTS PAYABLE	\$13.29	6190	REC-MAINTENCE
G 220-212000		ACCOUNTS PAYABLE	\$110.00	6190	REC-TRAVEL & TRAINING
G 220-212000		ACCOUNTS PAYABLE	\$15.00	6190	REC-SUPPLIES AND EXPENSES
G 601-212000		ACCOUNTS PAYABLE	\$1,405.59	6208	CWRC-MAINTENANCE SUPPLIES
G 601-212000		ACCOUNTS PAYABLE	\$138.01	6208	CWRC-COLLECTION SYS MAINT
G 601-212000		ACCOUNTS PAYABLE	\$188.81	6208	CWRC-COLLECTION SYS MAINT
G 601-212000		ACCOUNTS PAYABLE	(\$8.45)	6208	CWRC-TRAVEL & TRAINING
G 601-212000		ACCOUNTS PAYABLE	\$39.58	6208	CWRC-REPAIR & MAINTENANCE
G 100-212000		ACCOUNTS PAYABLE	\$320.83	6216	DPW-OPERATING
G 100-212000		ACCOUNTS PAYABLE	\$48.89	6216	DPW-MAINTENANCE PARTS
G 100-212000		ACCOUNTS PAYABLE	\$1,035.23	6621	CELEBRATIONS-REPLACEMENT BULBS
G 100-212000		ACCOUNTS PAYABLE	\$47.44	6621	COUNCIL-ZOOM MEETINGS

## CITY OF CEDARBURG

01/20/21 10:28 AM

Page 2

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 100-212000		ACCOUNTS PAYABLE	\$840.00	6621	ADMIN-PUBLICATIONS & DUES
G 260-212000		ACCOUNTS PAYABLE	\$203.73	6639	LIBR-TECH
G 260-212000		ACCOUNTS PAYABLE	\$146.91	6639	LIBR-PROGRAM SUPPLIES
G 260-212000		ACCOUNTS PAYABLE	\$463.44	6639	LIBR-DONATION EXPENDITURES
G 260-212000		ACCOUNTS PAYABLE	\$615.71	6639	LIBR-OFFICE SUPPLIES
G 100-212000		ACCOUNTS PAYABLE	\$644.58	6761	PARKS-REPAIR & MAINTENANCE
G 100-212000		ACCOUNTS PAYABLE	\$99.99	6779	PD-TRAVEL & TRAINING
G 100-212000		ACCOUNTS PAYABLE	\$186.06	6779	PD-OFFICE SUPPLIES
G 100-212000		ACCOUNTS PAYABLE	\$190.00	6779	PD-PUBLICATIONS & DUES
G 100-212000		ACCOUNTS PAYABLE	\$29.20	6779	PD-MAINTENANCE SUPPLIES
G 100-212000		ACCOUNTS PAYABLE	\$134.76	6779	PD-TRAVEL & TRAINING
G 100-212000		ACCOUNTS PAYABLE	\$605.00	6779	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$43.99	6779	PD-GYM EQUIPMENT REIMBURSEMENT
G 100-212000		ACCOUNTS PAYABLE	\$82.00	6779	PD-TRAINING
G 100-212000		ACCOUNTS PAYABLE	\$41.97	6779	PD-OFFICE SUPPLIES
G 100-212000		ACCOUNTS PAYABLE	\$69.98	6829	SRCTR-OFFICE SUPPLIES
G 100-212000		ACCOUNTS PAYABLE	\$37.97	6829	SRCTR-REPAIR & MAINTENANCE
		Total	\$11,631.66		
<b>36828</b>	01/08/21	<b>CEDARBURG CHAMBER OF COMMERCE</b>			
E 100-511100-320		PROF PUBLICATIONS A	\$175.00	12935	COUNCIL-PUBLICATION & DUES 2021
		Total	\$175.00		
<b>36829</b>	01/08/21	<b>CEDARBURG FIRE DEPARTMENT</b>			
E 100-522230-235		OPERATING EXPENSES	\$54,375.00	CK REQ	1ST Q 2021 OPERATIONS
		Total	\$54,375.00		
<b>36830</b>	01/08/21	<b>JON CENSKY</b>			
G 100-212000		ACCOUNTS PAYABLE	\$7,050.59	20-0012	PLAN-DECEMBER 2020
		Total	\$7,050.59		
<b>36831</b>	01/08/21	<b>CHAMPION AIR LLC</b>			
E 200-544210-245		HOUSE MAINTENANCE	\$90.00	1170-1512	CEMETERY RENTAL HOUSE
		Total	\$90.00		
<b>36832</b>	01/08/21	<b>CINTAS CORPORATION</b>			
G 260-212000		ACCOUNTS PAYABLE	\$66.57	4071671494	LIBR-OPERATING
		Total	\$66.57		
<b>36833</b>	01/08/21	<b>CIVIC PLUS</b>			
E 100-514700-380		EQUIPMENT/CAPITAL O	\$2,625.00	205817	TECH-ANNUAL SUPPORT 2021
		Total	\$2,625.00		
<b>36834</b>	01/08/21	<b>COMPLETE OFFICE OF WISCONSIN</b>			
G 100-212000		ACCOUNTS PAYABLE	\$117.95	835204	PD-OFFICE SUPPLIES
		Total	\$117.95		
<b>36835</b>	01/08/21	<b>CONLEY MEDIA, LLC</b>			
E 100-514100-320		PROF PUBLICATIONS A	\$117.00	2052964	CLERKS-SUBSCRIPTION 2021
G 100-212000		ACCOUNTS PAYABLE	\$27.28	265191220	ELECTIONS-LEGAL
G 100-212000		ACCOUNTS PAYABLE	\$419.75	265191220	CLERKS-LEGAL PUBLICATIONS



**CITY OF CEDARBURG**  
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01/20/21 10:28 AM

Page 3

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$564.03		
<b>36836</b>	01/08/21	<b>DANIEL P. CRAWFORD, JR.</b>			
G 100-261400		OVERPAYMENT OF TAX	\$106.77	CK REQ	OVERPAYMENT OF TAXES
Total			\$106.77		
<b>36837</b>	01/08/21	<b>CROWN HARDWARE &amp; PLUMBING</b>			
G 100-212000		ACCOUNTS PAYABLE	\$80.23	795052	COMPLEX-MAINTENANCE
Total			\$80.23		
<b>36838</b>	01/08/21	<b>CUTTING EDGE LANDSCAPING</b>			
G 200-212000		ACCOUNTS PAYABLE	\$11,625.00	1114	CEMETERY-MAINTENANCE
Total			\$11,625.00		
<b>36839</b>	01/08/21	<b>DEPARTMENT OF THE NAVY</b>			
E 100-522120-347		SUPPLIES AND EXPENS	\$900.00	CK REQ	PD-EQUIPMENT RENTAL 2021
Total			\$900.00		
<b>36840</b>	01/08/21	<b>DEVELOPMENTAL DISABILITIES</b>			
G 100-212000		ACCOUNTS PAYABLE	\$89.80	19200359	PARKS-REPAIR & MAINTENANCE
Total			\$89.80		
<b>36841</b>	01/08/21	<b>ELITE SPORTS CLUB</b>			
G 220-212000		ACCOUNTS PAYABLE	\$717.60	CK REQ	REC-WINTER 2020 TENNIS PAYMENT
Total			\$717.60		
<b>36842</b>	01/08/21	<b>GLENN &amp; NANCY FROHWORTH</b>			
G 100-261400		OVERPAYMENT OF TAX	\$26.37	CK REQ	OVERPAYMENT OF TAXES
Total			\$26.37		
<b>36843</b>	01/08/21	<b>GENERAL COMMUNICATIONS, INC.</b>			
E 100-522110-240		REPAIR AND MAINTENA	\$13,680.00	289205	PD-ANNUAL MAINTENANCE 2021
Total			\$13,680.00		
<b>36844</b>	01/08/21	<b>ELLEN OR TODD HAYWARD</b>			
G 100-261310		POLICE DOT TRANSACT	\$20.00	CK REQ	PD-OVERPAYMENT OF DMV FEE
Total			\$20.00		
<b>36845</b>	01/08/21	<b>HOME DEPOT CREDIT SERVICES</b>			
G 601-212000		ACCOUNTS PAYABLE	\$35.22	3692	CWRC-MAINTENANCE SUPPLIES
Total			\$35.22		
<b>36846</b>	01/08/21	<b>HOMEFRONT PROTECTIVE GROUP</b>			
E 100-522120-330		TRAVEL & TRAINING	\$750.00	CK REQ	PD-TRAINING
Total			\$750.00		
<b>36847</b>	01/08/21	<b>JANI-KING OF MILWAUKEE</b>			
E 100-533210-350		OPERATING SUPPLIES	\$382.87	MIL01210403 DPW-OPERATING	
Total			\$382.87		
<b>36848</b>	01/08/21	<b>JM BRENNAN, INC.</b>			
G 100-212000		ACCOUNTS PAYABLE	\$8,949.00	SALES00012 CH-AIR HANDLING UNIT	

**CITY OF CEDARBURG**

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01/20/21 10:28 AM

Page 4

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$8,949.00		
<b>36849</b>	01/08/21	<b>JOSEPH JACOBS</b>			
E 100-522310-210		PROFESSIONAL SERVIC	\$90.00	21-001	BI-ELECTTRICAL 1/4/21
G 100-212000		ACCOUNTS PAYABLE	\$210.00	21-001	BI-ELECTRICAL 12/28 & 29/20
Total			\$300.00		
<b>36850</b>	01/08/21	<b>KIM ESSELMANN</b>			
G 100-212000		ACCOUNTS PAYABLE	\$25.00	CK REQ	5 YEAR SERVICE AWARD-REISSUE
Total			\$25.00		
<b>36851</b>	01/08/21	<b>LAROSA LANDSCAPE COMPANY</b>			
G 260-212000		ACCOUNTS PAYABLE	\$60.00	8263-IN	LIBR-MAINTENANCE
Total			\$60.00		
<b>36852</b>	01/08/21	<b>JOHN LARSON</b>			
G 100-261400		OVERPAYMENT OF TAX	\$5,453.85	CK REQ	OVERPAYMENT OF TAXES
Total			\$5,453.85		
<b>36853</b>	01/08/21	<b>LEAGUE OF WI .MUNICIPALITIES</b>			
E 100-511100-320		PROF PUBLICATIONS A	\$4,717.50	10095	COUNCIL-DUES & PUBLICATIONS 2021
Total			\$4,717.50		
<b>36854</b>	01/08/21	<b>JOHN H. LERAND</b>			
R 100-467200		PARK RENTAL FEES	\$80.00	CK REQ	REC-PARK RENTAL REFUND
Total			\$80.00		
<b>36855</b>	01/08/21	<b>MACQUEEN EQUIPMENT</b>			
G 100-212000		ACCOUNTS PAYABLE	(\$221.34)	P17475	DPW-MAINTENANCE PARTS CREDIT
G 100-212000		ACCOUNTS PAYABLE	\$8,994.84	W03928	DPW-STREET SWEEPING
Total			\$8,773.50		
<b>36856</b>	01/08/21	<b>MARSHALL &amp; SWIFT/BOECKH, LLC</b>			
G 100-131060		INVOICE CLEARING AC	\$656.20	1209094	ASSESSOR-SUBSCRIPTION RENEWAL 2021
Total			\$656.20		
<b>36857</b>	01/08/21	<b>MID-STATE EQUIPMENT</b>			
E 100-533210-353		MAINTENANCE PARTS	\$21.92	H65683	DPW-MAINTENANCE PARTS
Total			\$21.92		
<b>36858</b>	01/08/21	<b>MID-STATES ORGANIZED CRIME</b>			
E 100-522110-320		PROF PUBLICATIONS A	\$150.00	93007-2517	PD-PUBLICATIONS AND DUES 2021
Total			\$150.00		
<b>36859</b>	01/08/21	<b>NASSCO, INC.</b>			
G 260-212000		ACCOUNTS PAYABLE	\$108.47	S2702087.00	LIB-OPERATING
Total			\$108.47		
<b>36860</b>	01/08/21	<b>WILLIAM NORTON</b>			
G 100-261400		OVERPAYMENT OF TAX	\$734.67	CK REQ	OVERPAYMENT OF TAXES
Total			\$734.67		

**CITY OF CEDARBURG**

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01/20/21 10:28 AM

Page 5

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>36861</b>	01/08/21	<b>OLSENS PIGGLY WIGGLY</b>			
G 100-212000		ACCOUNTS PAYABLE	\$87.79	39699	EE-AWARDS/RETIREMENT-WIZA
		Total	\$87.79		
<b>36862</b>	01/08/21	<b>ONTECH SYSTEMS, INC</b>			
G 100-212000		ACCOUNTS PAYABLE	\$741.50	53628	IT SUPPORT - DECEMBER 2020
		Total	\$741.50		
<b>36863</b>	01/08/21	<b>ORKIN COMMERCIAL SERVICES</b>			
E 260-555110-290		MAINT/CONTRACTED S	\$75.25	205878790	LIBR-MAINTENANCE
		Total	\$75.25		
<b>36864</b>	01/08/21	<b>OZAUKEE COUNTY CLERK</b>			
E 100-514200-380		EQUIPMENT/CAPITAL O	\$1,673.24	12120	ELECTIONS-EQUIPMENT MAINTENANCE
		Total	\$1,673.24		
<b>36865</b>	01/08/21	<b>OZAUKEE ECONOMIC DEVELOPMENT</b>			
G 230-212000		ACCOUNTS PAYABLE	\$2,200.00	1421	JULY-DEC 2020 SUPPORT FOR CDBG
		Total	\$2,200.00		
<b>36866</b>	01/08/21	<b>PENFLEX, INC.</b>			
E 100-522230-152		RETIREMENT	\$1,000.00	2020-648	FD-LOSA ADMIN
		Total	\$1,000.00		
<b>36867</b>	01/08/21	<b>PROFESSIONAL SERVICE INDUSTRIE</b>			
G 353-212000		ACCOUNTS PAYABLE	\$1,455.00	743342	HWY 60 BUSINESS PARK-PROFESSIONAL SERVICES
		Total	\$1,455.00		
<b>36868</b>	01/08/21	<b>QUALITY STATE OIL CO.,INC.</b>			
G 221-212000		ACCOUNTS PAYABLE	\$3,376.99	1785328	DPW-FUEL INVENTORY
G 221-212000		ACCOUNTS PAYABLE	\$4,512.00	1785329	DPW-FUEL INVENTORY
		Total	\$7,888.99		
<b>36869</b>	01/08/21	<b>R A SMITH NATIONAL</b>			
G 400-212000		ACCOUNTS PAYABLE	\$630.00	155599	2021 STREET & UTILITY DECEMBER 2020
		Total	\$630.00		
<b>36870</b>	01/08/21	<b>RIVISTAS SUBSCRIPTION SERVICES</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$5,861.72	12141	LIBR-PUBLICATIONS
		Total	\$5,861.72		
<b>36871</b>	01/08/21	<b>RNR WATER, LLC</b>			
G 350-212000		ACCOUNTS PAYABLE	\$281.25	10	TID #4 PROFESSIONAL SERVICES
		Total	\$281.25		
<b>36872</b>	01/08/21	<b>SAN-A-CARE, INC.</b>			
G 100-212000		ACCOUNTS PAYABLE	\$223.54	534951	DPW-OPERATING
		Total	\$223.54		
<b>36873</b>	01/08/21	<b>KURT SCHOESSOW</b>			
E 100-533210-353		MAINTENANCE PARTS	\$24.13	508	DPW-MAINTENANCE PARTS

## CITY OF CEDARBURG

01/20/21 10:28 AM

Page 6

**\*Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	\$24.13		
<b>36874</b>	01/08/21	<b>SCOTT'S SERVICE CENTER</b>			
G 100-212000		ACCOUNTS PAYABLE	\$694.86	101669	EM-OPERATING SUPPLIES
		Total	\$694.86		
<b>36875</b>	01/08/21	<b>PAIGE SCOTT</b>			
G 100-261400		OVERPAYMENT OF TAX	\$1,593.37	CK REQ	OVERPAYMENT OF TAXES
		Total	\$1,593.37		
<b>36876</b>	01/08/21	<b>STARNET TECHNOLOGIES</b>			
G 601-212000		ACCOUNTS PAYABLE	\$590.00	0091566-IN	CWRC-MAINTENANCE SUPPLIES
		Total	\$590.00		
<b>36877</b>	01/08/21	<b>STREICHER'S POLICE EQUIPMENT</b>			
G 100-212000		ACCOUNTS PAYABLE	\$475.66	I1471088	PD-SUPPLIES & EXPENSES
G 100-212000		ACCOUNTS PAYABLE	\$84.99	I1472192	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$686.85	I1472215	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$54.99	I1472271	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$353.99	S1405607	PD-UNIFORMS
		Total	\$1,656.48		
<b>36878</b>	01/08/21	<b>SYMBIONT</b>			
G 601-212000		ACCOUNTS PAYABLE	\$9,283.00	51707	CWRC-NEW COAGULANT SYSTEM
G 601-212000		ACCOUNTS PAYABLE	\$1,731.83	51714	CWRC-WATER STORAGE TANK
		Total	\$11,014.83		
<b>36879</b>	01/08/21	<b>THE GEM SHOP, INC.</b>			
G 100-261400		OVERPAYMENT OF TAX	\$113.49	CK REQ	OVERPAYMENT OF TAXES
		Total	\$113.49		
<b>36880</b>	01/08/21	<b>TIME WARNER CABLE</b>			
G 100-212000		ACCOUNTS PAYABLE	\$434.00	1122520	PD-INTERNET
		Total	\$434.00		
<b>36881</b>	01/08/21	<b>TOWN OF CEDARBURG</b>			
E 100-516100-211		EXTRAORDINARY SERVI	\$428.11	CK REQ	2020 PROPERTY TAXES-7404 WESTERN AVE
		Total	\$428.11		
<b>36882</b>	01/08/21	<b>TRANSCENDENT TECHNOLOGIES</b>			
E 100-514700-210		PROFESSIONAL SERVIC	\$742.00	M4449	TAX COLLECTION SOFTWARE-2021
		Total	\$742.00		
<b>36883</b>	01/08/21	<b>TRANSUNION RISK &amp; ALTERNATIVE</b>			
G 100-212000		ACCOUNTS PAYABLE	\$100.00	202012-1	PD-DECEMBER 2020
		Total	\$100.00		
<b>36884</b>	01/08/21	<b>UNIFIRST CORPORATION</b>			
G 100-212000		ACCOUNTS PAYABLE	\$49.51	096 1160046	DPW-OPERATING
G 100-212000		ACCOUNTS PAYABLE	\$49.51	096 1161118	DPW-OPERATING
G 601-212000		ACCOUNTS PAYABLE	\$82.45	096 1162175	CWRC-SAFETY EQUIPMENT
G 601-212000		ACCOUNTS PAYABLE	\$78.35	096 1163255	CWRC-JANITORIAL

**CITY OF CEDARBURG**

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01/20/21 10:28 AM

Page 7

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$259.82		
<b>36885</b>	01/08/21	<b>VALUE LINE PUBLISHING, LLC</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$4,895.00	ER-37502-21	LIB-PUBLICATIONS SUBSCRIPTION 1/14/21-5/13/24
Total			\$4,895.00		
<b>36886</b>	01/08/21	<b>VANTAGE FINANCIAL</b>			
E 400-555510-620		DEBT SERVICE - INTER	\$525.41	36745	GRAPPLE TRUCK-INTEREST
E 400-555510-610		DEBT SERVICE - PRINCI	\$3,082.59	36745	GRAPPLE TRUCK-PRINCIPAL
Total			\$3,608.00		
<b>36887</b>	01/08/21	<b>VERMONT SYSTEMS INC.</b>			
E 240-555320-210		PROFESSIONAL SERVIC	\$1,520.28	68372	POOL-PROFESSIONAL SERVICES
E 220-555390-290		MAINT/CONTRACTED S	\$3,055.01	68373	PARKS-CONTRACTED SERVICES
Total			\$4,575.29		
<b>36888</b>	01/08/21	<b>WCMA</b>			
E 100-513200-320		PROF PUBLICATIONS A	\$157.50	CK REQ	ADMIN-MEMBERSHIP 2021
Total			\$157.50		
<b>36889</b>	01/08/21	<b>WEIR, SCOTT</b>			
G 100-261400		OVERPAYMENT OF TAX	\$164.28	CK REQ	OVERPAYMENT OF TAXES
Total			\$164.28		
<b>36890</b>	01/08/21	<b>WILEAG</b>			
E 100-522110-330		TRAVEL & TRAINING	\$650.00	CK REQ	PD-TRAVEL & TRAINING- 2021 MEMBERSHIP
Total			\$650.00		
<b>36891</b>	01/08/21	<b>WISCONSIN DEPT. OF REVENUE</b>			
E 100-515400-323		STATE OF WI FEES	\$1,321.75	CK REQ	ASSESSOR-MUNI FEE ASSESSMENT OF MANUFACTURING PROPERTY
Total			\$1,321.75		
<b>36892</b>	01/08/21	<b>WISCONSIN HUMANE SOCIETY</b>			
G 100-212000		ACCOUNTS PAYABLE	\$120.00	1896	PD-STRAY FEES NOVEMBER 2020
Total			\$120.00		
<b>36893</b>	01/08/21	<b>WMCA</b>			
E 100-514100-320		PROF PUBLICATIONS A	\$65.00	CK REQ	CLERKS-MEMBERSHIP DUES - SETTE
E 100-514100-320		PROF PUBLICATIONS A	\$65.00	CK REQ	CLERKS-MEMBERSHIP DUES - KLETZIEN
Total			\$130.00		
<b>36894</b>	01/08/21	<b>KRISTI WORTH</b>			
G 220-212000		ACCOUNTS PAYABLE	\$45.00	CK REQ	REC REFUND MIGHTY MITES
Total			\$45.00		
<b>36895</b>	01/15/21	<b>AIRGAS USA LLC</b>			
G 100-212000		ACCOUNTS PAYABLE	\$32.86	9976263360	DPW-MAINTENANCE PARTS
Total			\$32.86		
<b>36896</b>	01/15/21	<b>ASC PUMPING EQUIPMENT</b>			
G 221-212000		ACCOUNTS PAYABLE	\$963.50	IN00173642	DPW-REPAIR & MAINTENANCE

**CITY OF CEDARBURG**

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01/20/21 10:28 AM

Page 8

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$963.50		
<b>36897</b>	01/15/21	<b>BADGER STATE WASTE, LLC</b>			
G 601-212000		ACCOUNTS PAYABLE	\$23,611.00	2915	CWRC-SLUDGE HAULING DECEMBER 2020
Total			\$23,611.00		
<b>36898</b>	01/15/21	<b>BAKER &amp; TAYLOR BOOKS</b>			
G 260-212000		ACCOUNTS PAYABLE	\$108.40	2035569229	LIBR-PUBLICATIONS
G 260-212000		ACCOUNTS PAYABLE	\$116.04	2035666697	LIBR-PUBLICATIONS
Total			\$224.44		
<b>36899</b>	01/15/21	<b>JONATHAN BERG</b>			
G 100-261400		OVERPAYMENT OF TAX	\$3,150.30	CK REQ	OVERPAYMENT OF TAXES
Total			\$3,150.30		
<b>36900</b>	01/15/21	<b>JOSEPH BIBER</b>			
E 100-533710-297		REFUSE COLLECTION	\$25.00	CK REQ	REIMBURSEMENT WASTE MANAGEMENT FEE
Total			\$25.00		
<b>36901</b>	01/15/21	<b>BRAKE &amp; EQUIPMENT COMPANY</b>			
G 100-212000		ACCOUNTS PAYABLE	\$12.96	623184	DPW-MAINTENANCE PARTS
Total			\$12.96		
<b>36902</b>	01/15/21	<b>BRIAN &amp; ELIZABETH BRATE</b>			
G 100-261400		OVERPAYMENT OF TAX	\$371.54	CK REQ	OVERPAYMENT OF TAXES
Total			\$371.54		
<b>36903</b>	01/15/21	<b>CEDARBURG LIGHT &amp; WATER</b>			
G 100-212000		ACCOUNTS PAYABLE	\$634.68	7986	4QTR 2020 CITY OWNED LIGHT MAINTENANCE
G 100-212000		ACCOUNTS PAYABLE	\$3,510.21	7987	4QTR 2020 TRAFFIC SIGNAL MAINTENANCE
G 100-256200		DUE TO LIGHT AND WA	\$8,295.30	CK REQ	DELINQUENT UTILITY PAYMENTS TAX ROLL
G 100-256200		DUE TO LIGHT AND WA	\$10.81	CK REQ	DELINQUENT UTILITY PAYMENTS TAX ROLL
Total			\$12,451.00		
<b>36904</b>	01/15/21	<b>CITY CEDARBURG-PETTY CASH</b>			
E 100-515600-390		OTHER EXPENSES	\$0.70	CK REQ	TREAS-COVER BAL DUE TEMPERATURE PRO
G 100-261400		OVERPAYMENT OF TAX	\$0.47	CK REQ	OVERPAYMENT OF TAXES-UNDERPAYMENT OF TAXES
G 100-261400		OVERPAYMENT OF TAX	\$1.29	CK REQ	OVERPAYMENT OF TAXES-REFUND FOR KOLTUN TAX BILL OVERPAYMENT
G 100-261400		OVERPAYMENT OF TAX	\$0.01	CK REQ	OVERPAYMENT OF TAXES-REFUND FOR CLAGUE TAX BILL OVERPAYMENT
E 100-522110-310		OFFICE SUPPLIES	\$30.00	CK REQ	PD-REPLENISH PD PETTY CASH
Total			\$32.47		
<b>36905</b>	01/15/21	<b>CONCORD GROUP</b>			
G 353-212000		ACCOUNTS PAYABLE	\$3,480.00	2020E951/09	BUSINESS PARK PROFESSIONAL SERVICES
Total			\$3,480.00		
<b>36906</b>	01/15/21	<b>CONLEY MEDIA, LLC</b>			
E 100-555510-320		PROF PUBLICATIONS A	\$117.00	2054522	PARKS-SUBSCRIPTION RENEWAL 2021
Total			\$117.00		

**CITY OF CEDARBURG**

**\*Check Detail Register©**

01/20/21 10:28 AM

Page 9

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>36907</b>	01/15/21	<b>JO-ANN STORES, LLC</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$900.00	010121	LIBR-PUBLICATIONS-2021 SUBSCRIPTION
		Total	\$900.00		
<b>36908</b>	01/15/21	<b>DATAComm PLUS</b>			
E 260-555110-380		EQUIPMENT/CAPITAL O	\$3,535.66	72711	LIB-CAPITAL EQUIPMENT
		Total	\$3,535.66		
<b>36909</b>	01/15/21	<b>DE TROY ELECTRIC SERVICE, INC.</b>			
G 100-212000		ACCOUNTS PAYABLE	\$309.34	50917	FD-REPAIR & MAINTENANCE
		Total	\$309.34		
<b>36910</b>	01/15/21	<b>DEMCO</b>			
E 260-555110-310		OFFICE SUPPLIES	\$181.69	6891213	LIB-OFFICE SUPPLIES
		Total	\$181.69		
<b>36911</b>	01/15/21	<b>DEPARTMENT OF ADMINISTRATION</b>			
G 260-212000		ACCOUNTS PAYABLE	\$600.00	505-0000054	LIBR-SHARED SYSTEM SERVICES 7/1/20-12/31/20
		Total	\$600.00		
<b>36912</b>	01/15/21	<b>EGELHOFF LAWNMOWER SERVICE</b>			
G 100-212000		ACCOUNTS PAYABLE	\$65.85	279406	PARKS-REPAIR & MAINTENANCE
		Total	\$65.85		
<b>36913</b>	01/15/21	<b>EMR, LLC</b>			
E 100-533210-353		MAINTENANCE PARTS	\$4,558.99	12725	DPW-MAINTENANCE PARTS-2015 SIERRA K25
		Total	\$4,558.99		
<b>36914</b>	01/15/21	<b>EWALD CHEVROLET BUICK LLC</b>			
G 400-212000		ACCOUNTS PAYABLE	\$38,520.00	37518	PD-VEHICLE REPLACEMENT
G 400-212000		ACCOUNTS PAYABLE	\$38,520.00	37519	PD-VEHICLE REPLACEMENT
E 400-522120-811		VEHICLE REPLACEMENT	\$38,520.00	39119	PD-VEHICLE REPLACEMENT
		Total	\$115,560.00		
<b>36915</b>	01/15/21	<b>FASTENAL COMPANY</b>			
G 100-212000		ACCOUNTS PAYABLE	\$1,777.72	WISAU12144	COMPLEX-OPERATING
		Total	\$1,777.72		
<b>36916</b>	01/15/21	<b>FBI-LEEDA</b>			
E 100-522120-330		TRAVEL & TRAINING	\$695.00	CK REQ	PD-TRAVEL & TRAINING-KELL & FITTING
E 100-522130-330		TRAVEL & TRAINING	\$695.00	CK REQ	PD-TRAVEL & TRAINING-KELL & FITTING
		Total	\$1,390.00		
<b>36917</b>	01/15/21	<b>TERESA FECHTER</b>			
G 100-261400		OVERPAYMENT OF TAX	\$236.00	CK REQ	OVERPAYMENT OF TAXES
		Total	\$236.00		
<b>36918</b>	01/15/21	<b>FRANCISCO J RIVAS CARPIO</b>			
G 100-261400		OVERPAYMENT OF TAX	\$4,993.93	CK REQ	OVERPAYMENT OF TAXES
		Total	\$4,993.93		
<b>36919</b>	01/15/21	<b>GENERAL COMMUNICATIONS, INC.</b>			



**CITY OF CEDARBURG**

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01/20/21 10:28 AM

Page 10

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522120-347		SUPPLIES AND EXPENS	\$50.00	289479	PD-SUPPLIES & EXPENSES
		Total	\$50.00		
<b>36920</b>	01/15/21	<b>GUTHRIE &amp; FREY</b>			
E 100-518100-240		REPAIR AND MAINTENA	\$75.00	0166042	COMPLEX-SYSTEM RENTAL 2/1/21-4/30/21
		Total	\$75.00		
<b>36921</b>	01/15/21	<b>ADAM AND KELLIE HEITZKEY</b>			
G 100-261400		OVERPAYMENT OF TAX	\$4,631.79	CK REQ	OVERPAYMENT OF TAXES
		Total	\$4,631.79		
<b>36922</b>	01/15/21	<b>HETMAN ENTERPRISES LLC</b>			
G 100-261400		OVERPAYMENT OF TAX	\$1,207.41	CK REQ	OVERPAYMENT OF TAXES
		Total	\$1,207.41		
<b>36923</b>	01/15/21	<b>JANI-KING OF MILWAUKEE</b>			
E 260-555110-290		MAINT/CONTRACTED S	\$933.24	MIL01210429	LIBR-MAINTENANCE
		Total	\$933.24		
<b>36924</b>	01/15/21	<b>KANOPY, INC.</b>			
G 260-212000		ACCOUNTS PAYABLE	\$447.00	228700-PPU	LIBR-PUBLICATIONS
		Total	\$447.00		
<b>36925</b>	01/15/21	<b>ANNA KINZEL</b>			
G 100-261400		OVERPAYMENT OF TAX	\$167.82	CK REQ	OVERPAYMENT OF TAXES
		Total	\$167.82		
<b>36926</b>	01/15/21	<b>GARY KLINKA</b>			
E 100-522310-330		TRAVEL & TRAINING	\$40.00	CK REQ	BI-TRAINING
E 100-522310-330		TRAVEL & TRAINING	\$40.00	CK REQ	BI-TRAINING
		Total	\$80.00		
<b>36927</b>	01/15/21	<b>LANGE ENTERPRISES</b>			
E 100-522310-310		OFFICE SUPPLIES	\$164.62	74936	BI-SUPPLIES
G 100-156200		DUE FROM LIGHT & WA	\$83.37	74936	DUE FROM LIGHT AND WATER-WIZA RETIREMENT GIFT
		Total	\$247.99		
<b>36928</b>	01/15/21	<b>LANSER GARAGE &amp; TOWING, INC.</b>			
E 700-519400-525		INSURANCE CLAIMS - 2	\$375.00	44443	DPW-TOWING #96
		Total	\$375.00		
<b>36929</b>	01/15/21	<b>KARA LEGAULT</b>			
G 100-212000		ACCOUNTS PAYABLE	\$25.00	CK REQ	5 YEAR SERVICE AWARD-LEGAULT
		Total	\$25.00		
<b>36930</b>	01/15/21	<b>MASTER PRINTWEAR</b>			
E 220-555390-394		POMS EXPENSES	\$522.00	9349	REC-SUPPLIES & EXPENSES
E 220-555390-347		SUPPLIES AND EXPENS	\$1,936.25	9438	REC-SUPPLIES & EXPENSES
		Total	\$2,458.25		
<b>36931</b>	01/15/21	<b>MATHESON TRI-GAS</b>			

**CITY OF CEDARBURG**

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01/20/21 10:28 AM

Page 11

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 100-212000		ACCOUNTS PAYABLE	\$33.42	51743280	DPW-MAINTENANCE PARTS
		Total	\$33.42		
<b>36932</b>	01/15/21	<b>CHUCK MOEGENBURG</b>			
E 100-518100-240		REPAIR AND MAINTENA	\$110.00	11221	COMPLEX-MAINTENANCE
		Total	\$110.00		
<b>36933</b>	01/15/21	<b>MONARCH LIBRARY SYSTEM</b>			
G 260-212000		ACCOUNTS PAYABLE	\$16.71	415318	LIBR-SHARED SERVICES
		Total	\$16.71		
<b>36934</b>	01/15/21	<b>NAPA AUTO PARTS</b>			
G 100-212000		ACCOUNTS PAYABLE	\$4.18	5269-108321	SRCTR-MAINTENANCE-VAN
G 100-212000		ACCOUNTS PAYABLE	\$42.78	5269-108396	SRCTR-MAINTENANCE-VAN
G 100-212000		ACCOUNTS PAYABLE	\$14.93	5269-108406	SRCTR-MAINTENANCE-VAN
		Total	\$61.89		
<b>36935</b>	01/15/21	<b>NEWSBANK</b>			
E 260-555110-319		PUBLICATIONS AND SU	\$2,972.50	122820	LIBR-PUBLICATIONS 2021 SUBSCRIPTION
		Total	\$2,972.50		
<b>36936</b>	01/15/21	<b>NORTH SHORE BANK</b>			
E 100-533110-111		SALARIES	\$31,898.08	CK REQ	RETIREMENT PAYOUT-WIZA
E 601-573805-111		SALARIES	\$10,632.69	CK REQ	RETIREMENT PAYOUT-WIZA
		Total	\$42,530.77		
<b>36937</b>	01/15/21	<b>OLIVER FIONTAR LLC</b>			
G 350-212000		ACCOUNTS PAYABLE	\$32,660.00	626	TID #4 - DRAW #49
		Total	\$32,660.00		
<b>36938</b>	01/15/21	<b>OZAUKEE COUNTY TOURISM COUNCIL</b>			
E 100-511100-320		PROF PUBLICATIONS A	\$100.00	CK REQ	COUNCIL-MEMBERSHIP DUES 2021
		Total	\$100.00		
<b>36939</b>	01/15/21	<b>OZAUKEE DISPOSAL CORPORATION</b>			
G 601-212000		ACCOUNTS PAYABLE	\$1,525.00	IN62243	CWRC DUMPSTER PICKUP-DECEMBER 2020
		Total	\$1,525.00		
<b>36940</b>	01/15/21	<b>PRIORITY DISPATCH</b>			
G 100-212000		ACCOUNTS PAYABLE	\$550.00	SIN062818	PD-TRAVEL& TRAINING
		Total	\$550.00		
<b>36941</b>	01/15/21	<b>BRUCE PROM</b>			
G 100-261400		OVERPAYMENT OF TAX	\$1,265.59	CK REQ	OVERPAYMENT OF TAXES
		Total	\$1,265.59		
<b>36942</b>	01/15/21	<b>LOREN QUAAS</b>			
E 100-533710-297		REFUSE COLLECTION	\$25.00	CK REQ	REIMBURSEMENT WASTE MANAGEMENT FEE
		Total	\$25.00		
<b>36943</b>	01/15/21	<b>QUILL CORP.</b>			
E 100-515600-310		OFFICE SUPPLIES	\$519.96	13737821	TREAS-OFFICE SUPPLIES

**CITY OF CEDARBURG**

01/20/21 10:28 AM

Page 12

**\*Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	\$519.96		
<b>36944</b>	01/15/21	<b>RESPONDER SERVICES LLC</b>			
E 100-522120-380		EQUIPMENT/CAPITAL O	\$683.05	21001	PD-AED
		Total	\$683.05		
<b>36945</b>	01/15/21	<b>SCHAEFER POWER SYSTEMS, INC</b>			
G 260-212000		ACCOUNTS PAYABLE	\$783.26	7168	LIBR-REPAIR AND MAINTENANCE
		Total	\$783.26		
<b>36946</b>	01/15/21	<b>SHARP ELECTRONICS CORPORATION</b>			
G 100-212000		ACCOUNTS PAYABLE	\$579.35	SH422254	TECH-COPIERS DECEMBER 2020
		Total	\$579.35		
<b>36947</b>	01/15/21	<b>SUNSET LAW ENFORCEMENT</b>			
E 100-522120-347		SUPPLIES AND EXPENS	\$9,615.59	0004525-IN	PD-SUPPLIES AND EXPENSES
		Total	\$9,615.59		
<b>36948</b>	01/15/21	<b>SUPER WESTERN</b>			
G 353-212000		ACCOUNTS PAYABLE	\$159,439.74	010721	TIF #6 GRADING
		Total	\$159,439.74		
<b>36949</b>	01/15/21	<b>TCGC</b>			
E 220-555390-394		POMS EXPENSES	\$915.00	CK REQ	POMS COMPETITION
		Total	\$915.00		
<b>36950</b>	01/15/21	<b>THE UNIFORM SHOPPE</b>			
G 100-212000		ACCOUNTS PAYABLE	\$450.00	305723	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$49.95	305995	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$455.95	306360	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$139.90	306605	PD-UNIFORMS
G 100-212000		ACCOUNTS PAYABLE	\$234.85	306610	PD-UNIFORMS
		Total	\$1,330.65		
<b>36951</b>	01/15/21	<b>TIME WARNER CABLE</b>			
E 100-518100-225		TELEPHONE/COMMUNI	\$66.89	010521	CH-TELEPHONE
E 100-513100-225		TELEPHONE/COMMUNI	\$7.43	010521	MAYOR-TELEPHONE
E 100-513200-225		TELEPHONE/COMMUNI	\$7.43	010521	ADMIN-TELEPHONE
E 100-514100-225		TELEPHONE/COMMUNI	\$37.15	010521	CLERK-TELEPHONE
E 100-515600-225		TELEPHONE/COMMUNI	\$22.29	010521	TREAS-TELEPHONE
E 100-515400-225		TELEPHONE/COMMUNI	\$14.86	010521	ASSESSOR-TELEPHONE
E 100-522310-225		TELEPHONE/COMMUNI	\$14.86	010521	BI-TELEPHONE
E 100-533110-225		TELEPHONE/COMMUNI	\$22.29	010521	ENG-TELEPHONE
E 100-566310-225		TELEPHONE/COMMUNI	\$14.86	010521	PLAN-TELEPHONE
E 100-533210-225		TELEPHONE/COMMUNI	\$29.72	010521	DPW-TELEPHONE
E 220-555390-225		TELEPHONE/COMMUNI	\$29.72	010521	REC-TELEPHONE
E 100-555140-225		TELEPHONE/COMMUNI	\$14.86	010521	SRCTR-TELEPHONE
E 601-573825-225		TELEPHONE/COMMUNI	\$59.44	010521	CWRC-TELEPHONE
E 100-522410-225		TELEPHONE/COMMUNI	\$22.29	010521	EM-TELEPHONE
E 100-522230-225		TELEPHONE/COMMUNI	\$14.86	010521	FD-TELEPHONE
E 240-555320-225		TELEPHONE/COMMUNI	\$37.15	010521	POOL-TELEPHONE

## CITY OF CEDARBURG

01/20/21 10:28 AM

Page 13

**\*Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-522110-225		TELEPHONE/COMMUNI	\$26.51	2801	PD-DIGITAL ADAPTERS
G 100-212000		ACCOUNTS PAYABLE	\$8.84	3301	DPW-DIGITAL ADAPTERS
		Total	\$451.45		
<b>36952</b>	01/15/21	<b>TOWN OF GRAFTON</b>			
G 100-212000		ACCOUNTS PAYABLE	\$147.72	868239	GARBAGE/RECYCLING FOR 2020-ZARLING PROPERTY
		Total	\$147.72		
<b>36953</b>	01/15/21	<b>TRANS UNION LLC</b>			
G 100-212000		ACCOUNTS PAYABLE	\$55.00	12005899	PD-MONTHLY SERVICE
		Total	\$55.00		
<b>36954</b>	01/15/21	<b>UBS FINANCIAL SERVICES</b>			
E 100-522230-152		RETIREMENT	\$19,915.20	CK REQ	LOSA 2020 CONTRIBUTION
		Total	\$19,915.20		
<b>36955</b>	01/15/21	<b>UNEMPLOYMENT INSURANCE</b>			
G 700-212000		ACCOUNTS PAYABLE	\$289.86	692109-000-3	DECEMBER 2020 CHARGES
		Total	\$289.86		
<b>36956</b>	01/15/21	<b>VANTAGE FINANCIAL</b>			
E 400-555510-620		DEBT SERVICE - INTER	\$511.90	38198	GRAPPLE TRUCK-INTEREST
E 400-555510-610		DEBT SERVICE - PRINCI	\$3,096.10	38198	GRAPPLE TRUCK-PRINCAL
		Total	\$3,608.00		
<b>36957</b>	01/15/21	<b>WASC</b>			
E 100-555140-330		TRAVEL & TRAINING	\$65.00	CK REQ	SRCTR-TRAVEL & TRAINING-MEMBERSHIP DIRECTORY
		Total	\$65.00		
<b>36958</b>	01/15/21	<b>WISCONSIN DEPT OF JUSTICE</b>			
G 100-212000		ACCOUNTS PAYABLE	\$35.00	202012	PD-DECEMBER 2020
		Total	\$35.00		
<b>36959</b>	01/15/21	<b>WISCONSIN HISTORICAL FOUNDATIO</b>			
E 100-566310-320		PROF PUBLICATIONS A	\$65.00	CK REQ	PLAN-MEMBERSHIP 2021
		Total	\$65.00		
<b>36960</b>	01/15/21	<b>WISCONSIN STEAM CLEANER</b>			
G 100-212000		ACCOUNTS PAYABLE	\$1,319.58	55886	DPW-REPAIR & MAINTENANCE
		Total	\$1,319.58		
<b>36961</b>	01/15/21	<b>WM CORPORATE SERVICES, INC.</b>			
G 100-212000		ACCOUNTS PAYABLE	\$17,520.93	658710-2275-	CH-RECYCLING DECEMBER 2020
G 100-212000		ACCOUNTS PAYABLE	\$36,248.52	658710-2275-	CH-GARBAGE DECEMBER 2020
		Total	\$53,769.45		
		<b>111300 PWSB Checking</b>	\$720,943.40		

**CITY OF CEDARBURG**  
**\*Check Detail Register©**

01/20/21 10:28 AM

Page 14

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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**Fund Summary**

**111300 PWSB Checking**

100 GENERAL FUND	\$290,984.09
200 CEMETERY FUND	\$11,715.00
220 RECREATION PROGRAMS FUND	\$9,322.54
221 FUEL SYSTEM - WASH BAY	\$8,852.49
230 COMMUNITY DEV BLOCK GRANT FUND	\$2,200.00
240 SWIMMING POOL FUND	\$1,557.43
260 LIBRARY FUND	\$24,928.48
350 TIF DISTRICT FUND #4	\$32,941.25
353 TIF DISTRICT #6	\$164,374.74
400 CAPITAL IMPROVEMENTS FUND	\$123,406.00
601 WATER RECYCLING CENTER	\$49,996.52
700 RISK MANAGEMENT FUND	\$664.86
	<hr/>
	\$720,943.40



City of Cedarburg

## City Administrator's Report

January 21, 2021

### Department News

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

**Engineering & Public Works** — There are five interviews scheduled this week for the Assistant Engineer position. Director Wieser, along with Superintendents Bublitz and Hackert are conducting the interviews.

The Utility portion of the Hwy 60 Business Park will begin on February 1. Plans are under way for the 2021 Street & Utility project and the Pavement Repair project. Letters will be mailed to business owners notifying them of repair work on Washington Avenue between Center Street and Hamilton Road in September.

**Building Inspection**—Inspector Baier reported that the WILO building has over 50% of the exterior walls standing.

**Police**— The Department is redoing some of their policies as part of the accreditation review process that is completed every three years. The Police & Fire Commission bylaws are being reviewed also, and will be presented at the March Commission meeting.

**Treasurer**— Finance Director/Treasurer Mertes reported that \$3 million in taxes have been collected, to-date this month, at City Hall.

The City received the reimbursement check for the Dam repairs from the State of Wisconsin. The Police Department has reached the maximum amount for impact fees and an Impact Fee Study is scheduled for 2021. The Department is preparing for the year-end audit that will take place remotely. The Finance Committee met on Tuesday, January 19.

**Human Resources**— As of December 31, any employee out with COVID19 will need to use sick leave or vacation time.

**Water Recycling Center**— The Department is getting ready for the construction projects this year, along with projects at the plant.

**Light & Water**— Paul Radtke has been appointed to the Light & Water Commission by Mayor O'Keefe. The steel will be installed for the new water tower in the next two weeks. Construction is a four month process and the tower will be 130 feet tall when completed.

**Library**— In recognition of Martin Luther King Jr. Day, the Libraries in Ozaukee County organized an Ozaukee Talks About Race event involving reading a designated book and meeting on Zoom to participate in a discussion. Ozaukee County Administrator Jason Dzwiniel helped with the event by marketing the event and donating 10 additional copies of the chosen book to each library.

Circulation numbers increased in December 2020, despite the pandemic. The total number of items checked out in December 2020 was 13,421 vs. 12,572 in December 2019. For the year, 140,002 items were checked out in 2020 vs. 186,680 items in 2019. The yearly circulation number for 2020 did not drop too low for being closed for six weeks. Materials are quarantined for three days before they are handled by staff and they go back on the shelves.

**Clerk** — The Department is preparing for the Feb 16, Spring Primary Election. There will be one contest for State Superintendent of Public Instruction.

**City Administrator**— The City recognized and reflected on celebrating, educating, advocating and serving on Monday, January 18 for Dr. Martin Luther King Day.

Respectfully submitted,

Mikko Hilvo  
City Administrator