

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, DECEMBER 11, 2023 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, December 11, 2023 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/86045518046>

**AGENDA
ADDENDUM – 8.K.**

1. CALL TO ORDER - Mayor Michael O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present - Common Council – Mayor O'Keefe, Council Members Patricia Thome, Jim Fitzpatrick, Kevin Curley, Kristin Burkart, Mark Mueller, Robert Simpson

Excused - Council Member Melissa Bitter
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. PRESENTATION
 - A. Lead Water Service Lateral Replacement Program presented by Ben Collins, General Manager, Cedarburg Light and Water
8. NEW BUSINESS
 - A. Discussion and review of Lead Water Service Lateral Replacement Program*
 - B. Discussion and possible action on Ordinance No. 2023-36 amending Chapter 2 of Title 5 of the City Fire Prevention and Protection Code and Ordinance No. 2023-37 amending current fees for Fire Department response to false alarms*
 - C. Discussion and possible action on Ordinance Nos. 2023-32, 2023-33 and 2023-34 adjusting impact fees based on the annual increase of the Construction Cost Indices published in the Engineering News Record*

- D. Discussion and possible action on Ordinance No. 2023-35 updating the Property Tax Levy for the General, Debt Service, Special Revenue and Capital Improvement Funds for the City of Cedarburg for the Year 2024*
- E. Discussion and possible action on Resolution No. 2023-20 designating Depositories and Authorizing Signatures for the City of Cedarburg Light & Water Commission Checking and Savings Accounts*
- F. Discussion and possible action on Memorandum of Understanding between the City of Cedarburg and the Wisconsin Elections Commission regarding rules of usage pertaining to Badger Book electronic pollbooks*
- G. Discussion and possible action on approval of Election Inspectors for the 2024-2025 election cycle*
- H. Discussion and possible action on hiring a structural engineer for a structural analysis of the Amcast Facility north
- I. Discussion and possible action on Horse and Carriage license to Mary Jane Swedberg of Hoof Beats Express LLC, W359 N9054 Brown St., Oconomowoc, WI 53066, contingent upon the inspection*
- J. Discussion and possible action on Resolution No. 2023-18 to adopt the most recent fee schedule*
- K. Discussion and possible action on use of American Rescue Plan (ARP) Funds for Audio upgrades to the Council Chambers*

9. CONSENT AGENDA

- A. Discussion and possible action on approval of November 21, 2023 and November 27, 2023 Council Meeting Minutes*
- B. Discussion and possible action on License/Permit applications***
 - 1. Consider approval of new 2023-2024 operator license for Thomas E. Wise
- C. Discussion and possible action on payment of bills dated 11/18/2023 through 12/06/2023, transfers from 11/16/2023 through 12/06/2023, and payroll for period 11/12/2023 through 11/25/2023*

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report*

11. COMMUNICATIONS

- A. Comments and suggestions from citizens**
- B. Comments and announcements by Council Members

C. Mayor's Report

12. 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, more specifically, to discuss item 12.B.

A. Approval of Closed Session minutes from November 27, 2023 Common Council meeting

B. Discussion and review of possible amendment to Developer's Agreement for the Amcast site

13. RECONVENE TO OPEN SESSION

14. ADJOURNMENT

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

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

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

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

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

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



Lead Water Service Lateral Replacement Program

Common Council Meeting

December 2023

Topics



- 2022 Lead Water Service Lateral Replacement Program
 - Background
 - Accomplishments
- Federal Updates
- Changes in Funding
 - BIL/IIJA to Safe Drinking Water Loan Program (SDWLP)
 - Timing (no 2023)
 - Ongoing Developments in Rule Making and Funding Administration
- 2024 Lead Service Lateral Replacement Program Proposal
 - Municipality Sponsored Program (Private Side)
 - Utility Sponsored Program (Public-side)
 - Ordinance Changes & Additions
 - Recommendations

2022 Lead Water Service Lateral Replacement Program

Background and Accomplishments



Background

- 1991 EPA Establishes the Maximum Contaminant Level Goal

MAXIMUM CONTAMINANT LEVEL GOAL

The Lead and Copper Rule established a Maximum Contaminant Level Goal (MCLG) of zero for lead. The MCLG is zero because there is no level of exposure to lead that is without risk. The Safe Drinking Water Act requires that EPA establish a treatment technique for contaminants like lead and copper that prevents known or anticipated health effects to the extent feasible.

- EPA Establishes a Lead Action Level of 15ppb
 - If CL&W exceeds this and does not perform certain requirements; effective treatment and public education, 7% of LSL must be replaced per year
- Bipartisan Infrastructure Law (BIL) aka Infrastructure Investment and Jobs Act (IIJA) 2021 is providing \$900M to WDNR Environmental Programs

5-YEAR FUNDING TOTALS BY PROGRAM

Corresponding Fiscal Years		CWFP Supplemental	CWFP Emerging	SDWLP Supplemental	SDWLP Emerging	SDWLP LSL Replacement
FFY 2022	SFY 2023	\$48,116,000	\$2,527,000	\$30,660,000	\$12,877,000	\$48,319,000
FFY 2023	SFY 2024	\$56,351,000	\$5,749,000	\$36,053,000	\$13,082,000	\$81,203,000
FFY 2024	SFY 2025*	\$61,291,661	\$5,728,500	\$39,049,000	\$13,082,000	\$81,203,000
FFY 2025	SFY 2026*	\$66,392,923	\$5,728,500	\$42,299,000	\$13,082,000	\$81,203,000
FFY 2026	SFY 2027*	\$66,392,923	\$5,728,500	\$42,299,000	\$13,082,000	\$81,203,000

* Estimated

Accomplishments in 2022

- CL&W applies and receives \$600k in grant funding
- CL&W Implements a LSL Replacement Program supported by City in the form of a mandatory replacement Ordinance
- 166** Private Lead Service Laterals are Replaced in 2022 at a cost to the customer of \$500

Lead and Copper Rule - Federal Updates

What's on the horizon



Federal Government – November 30, 2023

- EPA Releases Proposed Lead and Copper Rule Improvements. As part of EPA's initiative to strengthen the Lead and Copper Rule, the proposed LCRI, which is expected to be finalized in the fall of 2024, aims to replace all lead pipes in 10 years.
- Key initiatives of the proposed LCRI include:
 - 100% lead pipe replacement in 10 years for the vast majority of public water systems. Only full-service line replacements will be allowed, and systems will be required to make multiple attempts to contact and gain access to private properties with lead service lines to fully complete replacement.
 - Locating legacy lead pipes. Currently, water systems are required to provide an initial inventory of their lead service lines by October 16, 2024. In the improvements, all systems would be required to update their inventories regularly, create a publicly available lead service line replacement plan, and identify the materials of all service lines of unknown material.
 - Key changes to tap sampling requirements. Systems would be required to collect first liter and fifth liter samples and use the higher of the two values when determining compliance with the rule.
 - The lead action level will be lowered from 15 parts per billion (ppb) to 10 ppb, requiring systems to inform the public if this limit is exceeded, and to take action to lower exposure while continuing to replace all lead pipes. The existing trigger level would also be eliminated to simplify implementation.
 - Strengthening protections to lower near-term exposure – systems with multiple lead action level exceedances will be required to perform additional outreach and make certified filters to reduce lead available to customers.

2024 Lead Service Lateral Replacement Program

Funding and PSCW Requirements: Ongoing Developments



Background

- SDWLP has certain requirements for how funding is used and distributed
- PSCW has sometimes conflicting requirements for how a Utility can implement a program (Public vs. Private ownership)

Behind the Scenes

- WDNR is working with MEG Water Division, Boardman Clark, Quarles and Brady, and PSCW to simplify the process and allow the Utility more latitude on program design and implementation

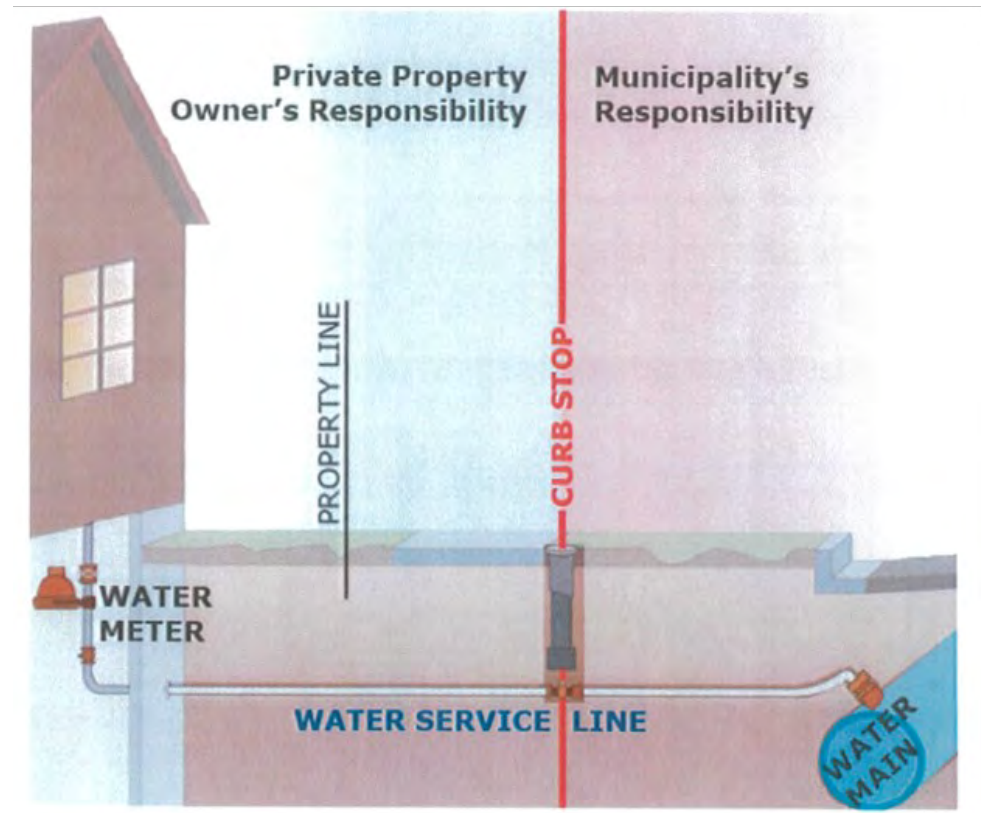
2024 Lead Service Lateral Replacement Program Proposal Discussion



- Municipally Sponsored Program (Private-side)
 - Requirements:
 - If Private-side is completed at anytime by any means Utility must replace the public side in 45 days
 - Cost to Customer Methodologies:
 - Cost of Project/Laterals Replaced
 - Spreads Cost across all properties completed in that year
 - **Fixed Charge + Unit Charges**
 - Allocates costs based on property's characteristics and scope of work
- Utility Sponsored Program (Public-side)
 - How have we replaced the Public-side Lead prior to funding being available?
 - Requirements:
 - If Utility uses SDWLP Loan proceeds for Public-side replacement, private-side must also be replaced

How does this all fit together?

- However we design the program, it would be best to make sure it is sustainable for the duration of LSL Replacements



2024 Lead Service Lateral Replacement Program Proposal

Ordinance Changes



Previous Ordinance (Mandatory Replacement)

- Mandatory replacements only in effect if funding is available
- Property Owner Cost Share of \$500 for inspection costs
- All other costs borne by the Water Utility

New Ordinance (Mandatory Replacement)

- See draft template enclosed in Council packet

New Ordinance (Special Charges)

- See draft template enclosed in Council packet

2024 Lead Service Lateral Replacement Program

Action taken by Utility Commission



- Proceed with a utility sponsored and coordinated public-side Lead Service Lateral Replacement program as presented and contingent on a 0.25% loan from the Wisconsin DNR Safe Drinking Water Loan Program and a similar program being sponsored and coordinated by the City of Cedarburg for private-side Lead Water Service Lateral replacement.
- Authorize Staff to secure a loan from the Wisconsin DNR Safe Drinking Water Loan Program to support the utility sponsored and coordinated public-side Lead Service Lateral Replacement program.

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 7.A & 8.A.

TITLE: Discussion and review of Lead Water Service Lateral Replacement Program

ISSUE SUMMARY:

Approximately 850 properties connected to the public water system in the City of Cedarburg contain lead. The Water Utility monitors and manages lead in the public water system through periodic testing and a water additive. The Water Utility meets or exceeds all current water quality standards, but there is a concern that regulating authorities will continue to lower thresholds and mandatory replacement will be imposed. The Water Utility has taken a proactive stance and has been replacing lead services for many years, with Federal and State funding available, this process has and could continue to be accelerated, however to utilize the funding certain requirements must be met and it has been our experience that the requirements are somewhat fluid year-to-year.

For 2024 Federal and State [funding opportunities and processes for Lead Water Service Lateral replacements](#) have changed and if utilized will require the re-development and implementation of a replacement program. Due to these changes and the requirements of the regulating authorities the City and Water Utility will each need to have their own programs for the replacement of private (City) and public-side (Utility) lead laterals. To date, the Utility has filed the appropriate documentation to qualify the City and Utility for Low interest loans (0.25%) from the [Safe Drinking Water Loan Program \(SDWLP\)](#). Unfortunately, the City and Utility do not qualify for principal forgiveness as this portion of the funding is allocated based on financial need.

The Utility has consulted with Boardman Clark and Baker Tilly to understand these new requirements and design a sustainable program that could persist without changes for the duration necessary to replace all lead in the public water system over the next 10-14 years.

STAFF RECOMMENDATION:

None at this time, information & discussion only.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

None

ATTACHMENTS:

- Lead Service Lateral replacement program PowerPoint
- Lead Service Line Replacement draft Ordinance
- Special Charges draft Ordinance
- Lead Service Map
- Lead Service Replacement program notification letter
-

INITIATED/REQUESTED BY: Ben Collins, General Manager, Cedarburg Light & Water

FOR MORE INFORMATION CONTACT: Ben Collins, General Manager, Cedarburg Light & Water

LEAD SERVICE LINE REPLACEMENT ORDINANCE

(Draft 11/17/2023)

(1) INTENT AND PURPOSE. The Common Council finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead service lines in use within and attached to the City water system, and, to that end, declares the purposes of this section to be as follows:

(a) To ensure that the water quality at every tap of a City water customer meets the water quality standards specified under federal and state law;

(b) To reduce the lead in City drinking water to meet the Environmental Protection Agency standards and ideally to a lead contaminant level of zero in City drinking water for the health of City residents; and

(c) To eliminate the constriction of water flow caused by mineral rich groundwater flowing through lead service pipes and the consequent buildup of mineral deposits inside those lead pipes.

(2) DEFINITIONS. Definitions of terms used in this section are provided below:

(a) “City water system” means the water supply system owned by and located within the City.

(b) “Customer service line” means the portion of a water service line that extends from the outlet of the curb stop to the inlet of a customer's water meter.

(c) “Lead service line” means (i) all or a portion of a water service line constructed of lead, and/or (ii) all or a portion of a water service line constructed of galvanized material that is or was downstream of lead. The term includes both customer service lines and utility service lines.

(d) “Utility” means the City’s water utility.

(e) “Utility service line” means the portion of a water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop.

(f) “Water service line” means the service line the extends from the water main to a customer’s water meter.

(3) IDENTIFICATION OF LEAD SERVICE LINES.

(a) The Utility shall create and maintain a record of the location of all identified lead service lines in the City.

(b) Utility representatives shall have the right, upon the presentation of credentials, to request to enter a property connected to the City water system at any reasonable time and inspect that property's customer service line. Any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system shall allow the Utility to inspect the customer service line. If entry is refused, the Utility shall obtain a special inspection warrant under Wis. Stats. § 66.0119.

(c) The Utility shall provide written notice to any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system if that property has been inspected and determined to have a lead service line.

(4) LEAD SERVICE LINE REPLACEMENT REQUIREMENT.

(a) All existing lead service lines that are connected to the City water system must be replaced with water service lines constructed of materials approved by the City.

(b) Existing lead service lines that are connected to City water mains or Utility service lines that will be replaced or reconstructed as part of a City construction project must be replaced in conjunction with that City construction project. No lead service lines shall be reconnected to a City water main or a Utility service line that was replaced or reconstructed.

(c) Existing lead service lines that develop a leak or otherwise need repair may not be repaired but must be replaced.

(d) Other lead service lines shall be replaced in accordance with a schedule developed by the Utility. The schedule shall be developed to eliminate all lead service lines in the City by _____.

(e) Property owners shall replace their customer service lines that meet the definition of a lead service line according to the schedule developed by the Utility. The City or Utility or both may issue citations and penalties prescribed by City ordinance on a property owner that fails to replace their customer service line that meet the definition of a lead service line as required by the schedule.

(5) FINANCIAL RESPONSIBILITY AND ASSISTANCE.

(a) A property owner shall be responsible for the cost of replacing the portion of a lead service line that is a customer service line that serves their property. The Utility shall be responsible for the cost of replacing all lead service lines that are Utility service lines.

(b) The City may establish a program to provide financial assistance to property owners replacing lead service lines.

(6) **AUTHORITY TO DISCONTINUE SERVICE.** As an alternative or in addition to any other methods provided for obtaining compliance with this section, the Utility may, after giving at least sixty (60) days' notice, discontinue water service to a property served by a customer service line that meets the definition of a lead service line provided the property owner has first been given reasonable opportunity to make the required replacement.

PRIVATE LEAD SERVICE LINE REPLACEMENT FINANCING
(Draft 11/17/2023)

(1) PURPOSE. The Common Council finds that the replacement of public and private lead service lines protects public health and promotes the general welfare of City residents. The purpose of this section is to facilitate loans to property owners to replace private lead service lines by treating principal and interest repayments, fees and other charges for these loans as special charges eligible for inclusion on the tax bill for these properties.

(2) DEFINITIONS.

(a) "Annual installment" means the portion of the private LSL replacement loan amount that is due for a particular year under the private LSL replacement loan agreement.

(b) "Borrower" means a property owner who enters into a private LSL replacement loan agreement with the City to fund the replacement of a private lead service line on the borrower's property.

(c) "Loan agreement" means a written agreement among a borrower and the City as provided in subsection 4.

(d) "Loan amount" means the amount of principal, interest, administrative fees, and other loan charges under the loan agreement to be paid by the borrower under the private LSL replacement loan.

(e) "LSL" means lead service line.

(f) "Private LSL replacement loan" means a loan made by the City to a borrower under this section for the replacement of a private lead service line on a subject property.

(g) "Private LSL" means a customer-side water service line, as defined in Wis. Stat. s. 196.372(1)(a), constructed of lead or constructed of galvanized material that is or was downstream of lead.

(h) "Subject property" means any property on which a private lead service line replacement has been made and financed through an outstanding private LSL replacement loan.

(3) LOAN APPLICATION AND APPROVAL. A prospective borrower applying for a private LSL replacement loan must comply with the loan application process established by the City. The City will review and determine whether to approve the loan application.

(4) LOAN AGREEMENT. The City and the borrower must execute a loan agreement which at a minimum:

(a) Sets forth the total loan amount, the annual interest rate on the loan, the loan term, the amount of each annual installment, and any applicable City fee.

(b) Informs the borrower that the loan amount shall be considered a special charge, and each year's annual installment shall be levied onto the property tax bill of the subject property as a special charge and be a lien against the subject property pursuant to s. 66.0627, Wis. Stats., as amended.

(5) PRIVATE LSL REPLACEMENT LOAN AS SPECIAL CHARGE. A private LSL replacement loan shall be considered a special charge and lien on the subject property. Each year's annual installment shall be levied onto the property tax bill of the subject property as a special charge pursuant to s. 66.0627, Wis. Stats., as amended.

(6) COLLECTION OF SPECIAL CHARGES. The City shall follow its customary practice in collecting special charges placed on the tax rolls, including assessing penalties and charging interest, and initiating foreclosure proceedings where appropriate.

(7) SEGREGATED FUND. Special charges collected for private LSL replacement loan repayments shall be placed in a segregated fund and disbursed in accordance with the requirements of the City's funding sources.

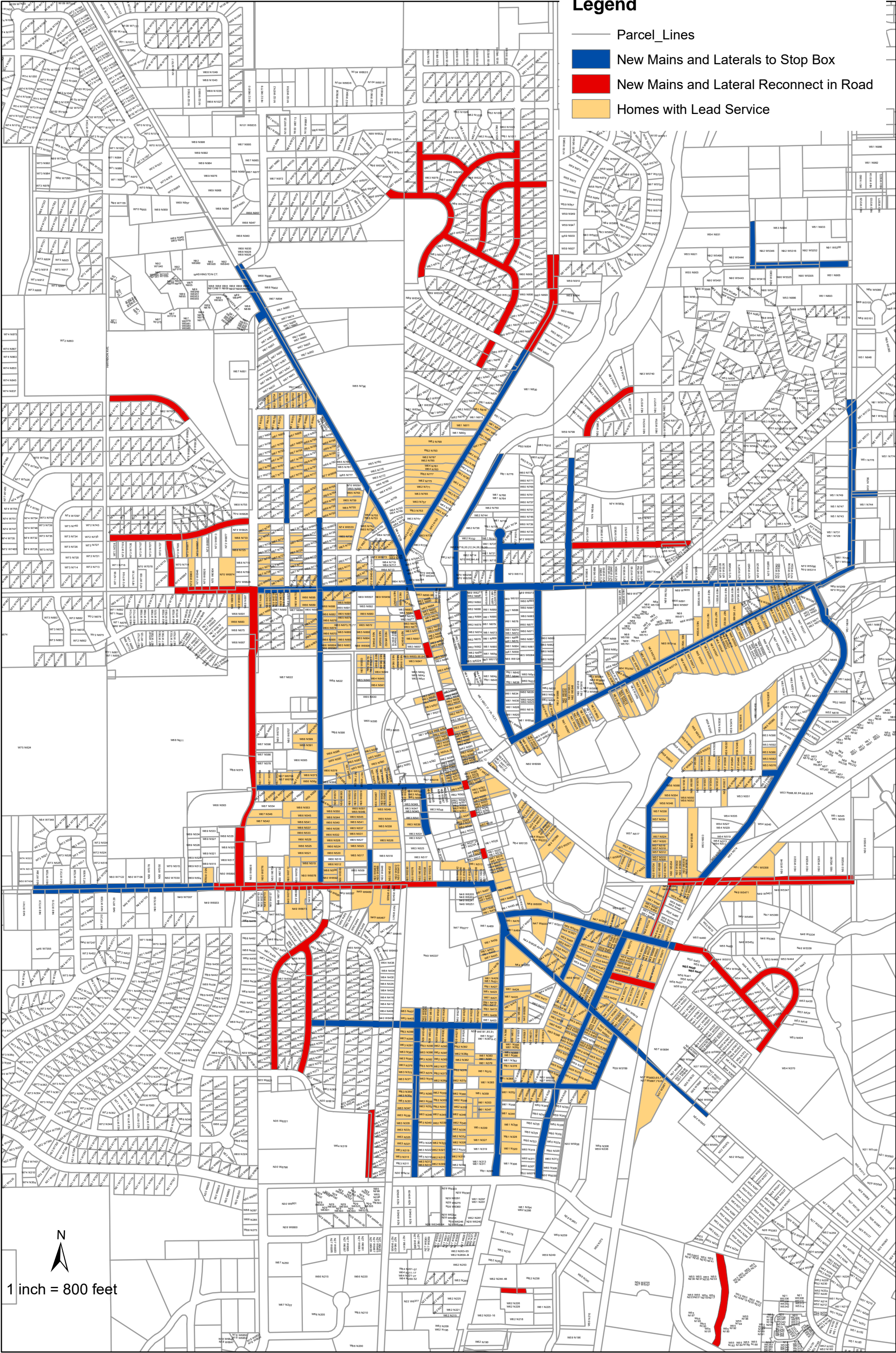
(8) RECORD KEEPING. The City shall keep an accounting of private LSL replacement loans and payments received by the City and provide borrowers with that information upon request.

(9) ADMINISTRATION FEE. The City may establish a reasonable fee to charge a borrower for administering a private LSL replacement loan and include this fee in the loan agreement.

Lead Service Map

Legend

- Parcel_Lines
- New Mains and Laterals to Stop Box
- New Mains and Lateral Reconnect in Road
- Homes with Lead Service





PEOPLE YOU KNOW. SERVICE YOU TRUST.

N30 W5926 Lincoln Blvd., P.O. Box 767
Cedarburg, Wisconsin 53012-0767
Phone: (262) 375-7650
E-Mail: tmartin@cedarburglightandwater.org
Website: cedarburglightandwater.org

December 4, 2023

«Customer»
«Address_filled»
Cedarburg WI 53012

RE: Lead Water Service Lateral Replacement

Dear Customer:

In 2022 the Common Council of the City of Cedarburg passed an ordinance requiring Cedarburg Light & Water Utility to replace lead water service laterals on all properties within the city in accordance with the Lead Water Service Replacement Program.

For the upcoming 2024 street and utility construction season, the public side of lead water service from the water main in the road leading up to your property line is scheduled to be removed and replaced. We are currently working to develop a program with the City to offer residents a 20 year, 0% interest loan to assist with the mandatory removal of private-side lead water services. As your property resides within the 2024 street and utility project area, this program would be available to you. Please see the attached diagram showing how a typical water service enters a home. The section of water service from the curb stop in your front yard to the water meter is considered private property and is the homeowner's responsibility.

If you would like to hear more about this program, the Cedarburg Common Council will take this up as an agenda item at the next scheduled meeting to be held on December 11th at 7:00pm at City Hall.

Sincerely,

A handwritten signature in black ink that reads "Timothy D. Martin".

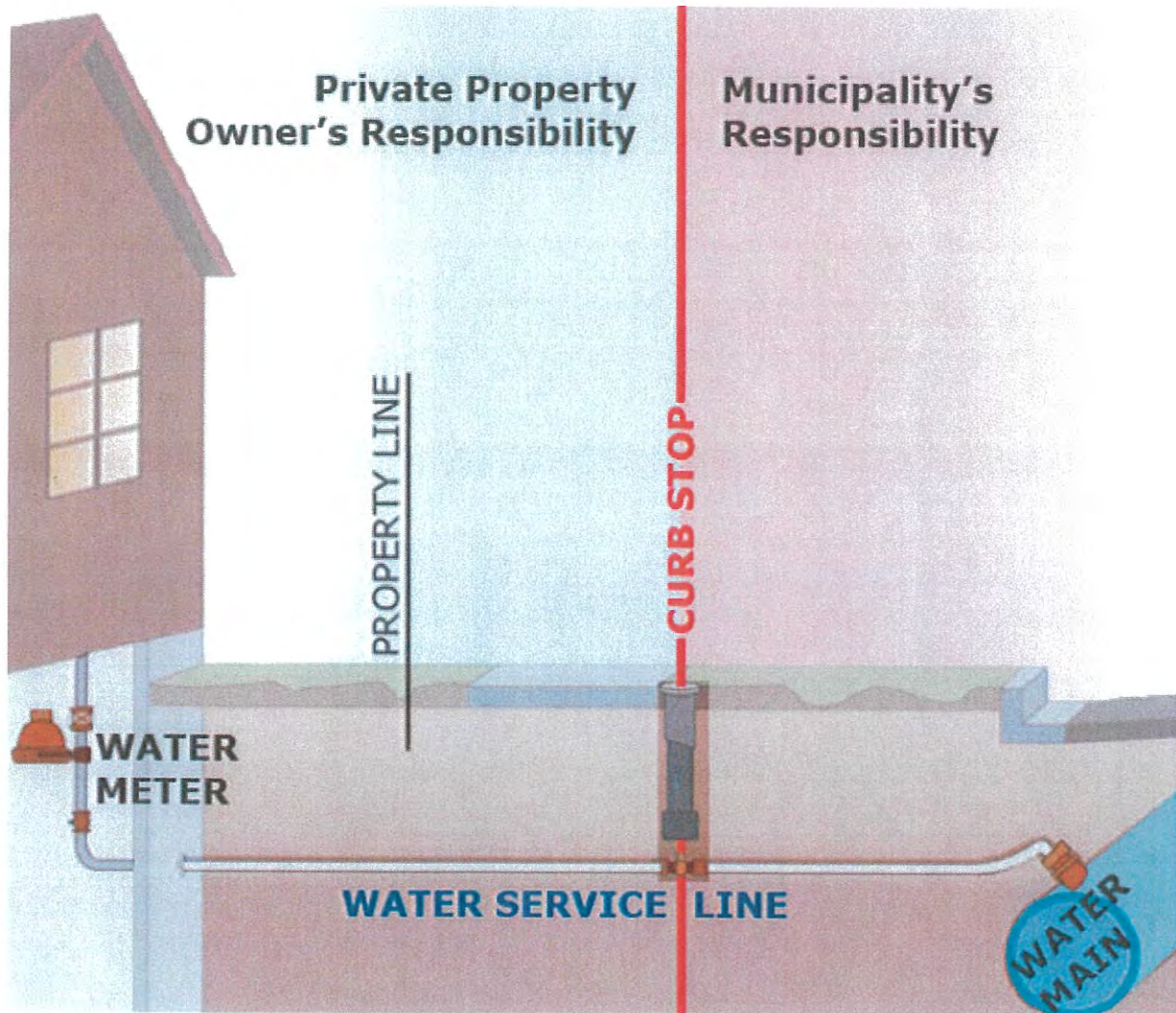
Timothy D. Martin
Water Utility Superintendent

Enclosure

The section of water service lateral from the curb stop to the home is considered private property, and the responsibility of the home owner.

Diagram: Private and Public Water Service Laterals

The section of water service lateral from the curb stop to the water meter is considered private property and will be replaced using grant funds.



CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.B.

TITLE: Discussion and possible action on Ordinance No. 2023-36 amending Chapter 2 of Title 5 of the City Fire Prevention and Protection Code and Ordinance No. 2023-37 amending current fees for Fire Department response to false alarms

ISSUE SUMMARY: The last time the Fire Inspection fees were updated was 2022. As the City continues to grow, it is becoming more time-consuming to conduct inspections. The full-time staff will be taking on part of these responsibilities. Along with an update to the fees, other portions of the Code were updated to reflect a new Fire Protection System Permit application. This process was previously linked with the Building Inspection permit process. Another update in Chapter 2 is the adoption of current National Fire Codes.

A small section of Chapter 4, Regulation of Private Alarm Systems, includes an increase of fees for the Fire Department response to false alarms. The current fee schedule was created in 1992. Fees for false alarms need to be increased in order for the Fire Department to recoup expenses.

In addition, the Treasurer/Finance Department is responsible for the collection of said fees and is requesting the removal of placing these fees on the tax roll as a method of payment collection.

STAFF RECOMMENDATION:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS: Ordinance Nos. 2023-36 and 2023-37

INITIATED/REQUESTED BY: Fire Chief Jeff Vahsholtz

FOR MORE INFORMATION CONTACT: Fire Chief Jeff Vahsholtz (262) 375-7630

CHAPTER 2 FIRE PREVENTION AND PROTECTION CODE¹

ARTICLE A. GENERAL PROVISIONS; ADOPTION OF CODES

Sec. 5-2-1 Fire Prevention Code: General requirements.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-2 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-3 Enforcement officials.

- (a) The fire chief shall be responsible for the enforcement of the Fire Prevention Code. The fire chief may appoint inspectors or delegate authority to other department members from time to time as necessary.
- (b) It shall be the duty of the fire chief or [his-their](#) designee to enforce all laws and ordinances of the Fire Code for the City of Cedarburg to include the following:
 - (1) The prevention of fires;
 - (2) The storage, sale and use of combustible, flammable or explosive materials;
 - (3) The installation and maintenance of automatic suppression, fire alarm and other fire protection equipment;

¹Ord. No. 2022-27 , § 1, adopted Dec. 12, 2022, repealed and readopted chapter 2 to read as set out herein.
Former chapter 2 pertained to similar subject matter.

- (4) The means and adequacy of exits in case of fire from factories, schools, hotels, lodging houses, multiple-family dwellings, hospital, churches, halls, theaters, amphitheaters and all other places in which persons work, live, or congregate, from time to time, for any purpose;
- (5) The investigation of the origin, cause and circumstances of fires;
- (6) The maintenance of fire cause and loss records.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-4 Inspections.

- (a) The fire chief or ~~his~~their designee shall have authority to inspect all premises on a periodic basis, at least once per year, and shall enforce the applicable laws and ordinances.
- (b) The chief of the fire department, or any subordinate designated by ~~him~~them, may, at all reasonable hours, enter any building or premises within ~~his~~their jurisdiction for the purpose of making any inspection, or investigation which, under the provisions of this code, ~~he or~~ they may deem necessary to be made. Private dwellings shall not be entered without the consent or permission of an adult occupant.
- (c) ~~(1)~~ Whenever any inspector finds in any location a violation of the Code, ~~including, but not limited to, combustible or explosive matter, dangerous accumulations of rubbish, flammable material, obstructed means of exit, or obstructions liable to interfere with the operations of the fire department in case of fire,~~ the inspector shall order the remedy of any of these conditions. This order shall be complied with by the owner or occupants of such location.

(1)

- ~~(2)~~ The service of any such order may be made upon the occupant of premises to whom it is directed, either by delivering a copy of same to such occupant personally, sending the order via email or other electronic correspondence, or leaving it with any person in charge of the premises or, in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the said person a copy of the said order or, if such owner is absent from jurisdiction of the officer making the order, by mailing such copy by certified mail to the owner's last known post office address.

- (d) Before permits may be issued under this chapter, the fire chief or ~~his~~their designee shall inspect and approve all locations, equipment, and fixtures for such uses.
- (e) The fire chief or ~~his~~their designee shall keep a record of all inspections with all facts concerning the same.
- (f) Fire inspection fees.

- (1) An annual fire prevention inspection fee shall be charged to the property owner for the required inspection of each building, structure, and premises in the city. The fee will be charged to the building owner based on the square footage of the entire building in question, not based on individual occupancy grouped in each structure. The fee for the required ~~semi-annual~~ fire inspection(s) shall be as follows:

Square feet	Fee per year
<u>Residential buildings with no inspectable common areas – exterior inspection only</u>	<u>\$15 per year</u>
Under 1,000 square feet	\$15 per year
1,001—5,000 square feet	\$25 per year
5,001—10,000 square feet	\$50 per year

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10,001—20,000 square feet	\$75-100 per year
20,001—30,000 square feet	\$125-150 per year
30,001—40,000 square feet	\$150-200 per year
40,001—50,000 square feet	\$175-300 per year
50,001—75,000 square feet	\$250-400 per year
75,001—100,000 square feet	\$350-500 per year
Over 100,000 square feet	\$500-1,000 per year

- (2) Buildings with no inspectable common areas, ~~but are that are~~ still required to be inspected, shall be charged a fee of \$15.00 per year in lieu of the amount determined by the square footage.
- (3) ~~Inspectable buildings with multiple addresses or owners, that are recorded as a single inspectable building shall be recorded using the lowest sequential address for the building. The fee for this building shall be sent to the address recorded, and it will be the responsibility of that owner to recoup any cost from other owners, if they so choose.~~
- (4) All city-owned municipal buildings shall be exempt from this fire prevention inspection fee.
- (5) Fire prevention inspection fees shall constitute a special charge against the property under Wis. Stats. § 66.60(16), and shall be invoiced to property owners ~~in July of each year. Any fees remaining unpaid as of November 1 of each year shall be placed on the annual tax roll for collection as a special charge together with an administrative charge of \$15.00 per parcel. All proceedings related to the collection of real estate taxes shall apply.~~

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-5 Plan reviews and approvals.

- (a) ~~(a)~~ A Fire Protection System Permit Application must be completed and submitted when any work is being done to a fire protection system, including but not limited to: Fire alarm/detection systems, fire suppression/sprinkler systems, radio coverage booster systems, hood suppression system for cooking hoods or paint booths, alternative suppression systems, and any others identified by the Fire Department
- (1) The permit application should completed and submitted to the Cedarburg Fire Department Fire Inspector.
- (2) The permit application submittal shall also include all required documentation including but not limited to plans, calculations, equipment spec sheets, and an acceptable form of payment for the permit fee.
- (3) Failure to complete and/or submit a fire protection system permit application prior to starting work will constitute a charge of double the permit fee.
- (b) ~~Plan review requirements--~~ For any building construction or alterations, two copies of complete plans and specifications, including site plans, shall be submitted to the Cedarburg Fire Department for review and approval. Plans will be conditionally approved and stamped, indicating the person reviewing the plans with the approval date. One set of approved stamped plans will be available for return and one set will be retained by the Cedarburg Fire Department pursuant to its document retention policy.
- (1) The Cedarburg Planning Department will submit plans and sign off sheets to the Cedarburg Fire Department; upon conditional approval the sign-off sheet will be returned to the planning department and plan set is retained by the Cedarburg Fire Department pursuant to its document retention policy.

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~~(1) The Cedarburg Planning Department will submit plans and sign-off sheets to the Cedarburg Fire Department; upon conditional approval the sign-off sheet will be returned to the planning department and plan set is retained by the Cedarburg Fire Department pursuant to its document retention policy.~~

- (c) ~~(b)~~ No automatic sprinkler, smoke/heat detection, alarm system or other fire protection equipment required by this chapter or other provisions of applicable local or State codes shall be installed, altered, or relocated until a Fire Protection System Permit Application has been completed and plans have been reviewed and approved by the Cedarburg Fire Department. Cedarburg Fire Department requires at least two sets of state approved plans and specifications to be submitted for review.

(1) Plans - Plans shall contain all required equipment locations, floor plan, key vault location, sprinkler riser diagram, and complete electric schematic. Plans shall be to scale.

(2) Calculations - Calculations for all required equipment and sprinkler piping is needed. Also required is the method of calculation for flows, pipe sizing, area of coverage, equipment capabilities, and placement. These calculations shall be signed and sealed by the engineer, designer, or plumber responsible for the plans and calculations.

(3) Equipment specification sheets identifying the equipment being used and all pertinent information to the proper operation of said equipment.

(4) Any further information or calculations as necessary for approval as determined by the fire department.

~~(1) Plans. Plans shall contain all required equipment locations, floor plan, key vault location, sprinkler riser diagram, and complete electric schematic.~~

~~(2) Calculations. Calculations for all required equipment and sprinkler piping is needed. Also required is the method of calculation for flows, pipe sizing, area of coverage, equipment capabilities, and placement. These calculations shall be signed and sealed by the engineer, designer, or plumber responsible for the plans and calculations.~~

~~(3) The fire chief may require further information or calculations as necessary for approval.~~

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-6 Investigation of fire incidents.

- (a) The fire chief or his ~~their~~ designee shall immediately investigate, or cause to be investigated, the origin, cause and circumstances of every fire incident occurring in the City of Cedarburg.
- (b) When the fire department has not responded or been summoned to a fire incident, the fire incident shall be reported by the property owner in writing to the fire chief or his ~~their~~ designee within 24 hours of its occurrence. Such written report shall be submitted as prescribed by the fire chief or his ~~their~~ designee and shall contain a statement of all facts relating to the origin, cause and circumstances of such fire incident, the extent of damage and such other information as may be required by the fire chief or his ~~their~~ designee.
- (c) The fire chief or his ~~their~~ designee shall keep a record of all fires and investigations with all facts concerning the same.

(Ord. No. 2022-27 , § 1, 12-12-22)

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Sec. 5-2-7 Codes adopted.

(a) National Codes adopted

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

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i. (a) — National Codes adopted. The appendices of the NFPA 1 — Fire Prevention Code of National Fire Protection Association, as the same may be from time to time amended, are hereby included as a part of the City of Cedarburg Fire Prevention Code except those portions which are deleted, modified or amended by this chapter. The same are hereby adopted and incorporated as fully as if set out in length. Each of the following codes and standards published by the National Fire Protection Association are adopted in their entirety as a supplement and addition to the text of this Fire Prevention Code: The most recent edition of NFPA 1, Fire Code is adopted as the Alternate Model Fire Code in accordance with WI Administrative Code SPS 314

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Code	Standard General Subject
NFPA 1	Fire Code
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 13D	Standard for the Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes
NFPA 13R	Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies
NFPA 14	Standard for the Installation of Standpipes and Hose Systems
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22	Standard for Water Tanks for Private Fire Protection
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances
NFPA 25	Stand for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages
NFPA 33	Standard for Spray Application Using Flammable or Combustible Materials
NFPA 54	National Fuel Gas Code
NFPA 58	Liquefied Petroleum Gas Code
NFPA 70	National Electrical Code
NFPA 72	National Fire Alarm and Signaling Code
NFPA 80	Standard for Fire Doors and Other Opening Devices
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
NFPA 99	Health Care Facilities Code
NFPA 101	Life Safety Code
NFPA 102	Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures
NFPA 1221	Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems

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(2) Copies of National Fire Protection Association documents can be obtained directly from the NFPA.

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(3) Copies of International Code Council documents can be obtained directly from the ICC.

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

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(b) (4) — State Codes adopted.

— The following chapters of the Wisconsin Administrative Code, as set forth therein and as amended from time to time, are hereby adopted by reference and incorporated as fully as if set forth at length as part of the City of Cedarburg Fire Prevention Code:

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Code	Code General Subject
Chapter SPS 303	Administrative procedures
Chapter SPS 305	Licenses, certifications, and registrations
Chapter SPS 307	Explosives and Fireworks
Chapter SPS 308	Mine, pits, and quarries
Chapter SPS 309	Anchoring and securing of movable soccer goals
Chapter SPS 310	Flammable and Combustible Liquids
Chapter SPS 314—Fire Prevention	Fire Prevention
Chapter SPS 316—Electrical	Electrical
Chapter SPS 318	Elevators, escalators, and lift devices
Chapter SPS 326	Manufactured home communities
Chapter SPS 328—Smoke Detectors and Carbon Monoxide Detectors	Smoke Detectors and Carbon Monoxide Detectors
Chapter SPS 330	Fire Department Safety and Health
Chapter SPS 333	Passenger ropeways

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Chapter SPS 334	Amusement rides
Chapter SPS 335	Infectious agents
Chapter SPS 340	Gas Systems
Chapter SPS 341	Boilers and pressure vessels
Chapter SPS 343	Anhydrous ammonia
Chapter SPS 345	Mechanical refrigeration
Chapter SPS 361-366— Commercial Building Code	Commercial Building Code
Chapter SPS 371	Solar energy systems
Chapter SPS 375-379— Buildings Constructed Prior to 1914	Buildings Constructed Prior to 1914
Chapter SPS 381-382— Plumbing	Plumbing

The current issues of the following orders and codes of the Wisconsin Administrative Code, Rules of the Department of Safety and Professional Services, are hereby adopted by reference and made part of the City of Cedarburg Fire Prevention Code:

- a. ~~Chapter SPS 307—Explosives and Fireworks~~
- b. ~~Chapter SPS 314—Fire Prevention~~
- c. ~~Chapter SPS 316—Electrical~~
- d. ~~Chapter SPS 328—Smoke Detectors and Carbon Monoxide Detectors~~
- e. ~~Chapter SPS 340—Gas Systems~~
- f. ~~Chapter SPS 361-366—Commercial Building Code~~
- g. ~~Chapter SPS 375-379—Buildings Constructed Prior to 1914~~
- h. ~~Chapter SPS 381-382—Plumbing~~

- (2) Whenever the provisions of the aforementioned codes conflict, the stricter interpretation shall apply.
- (3) ~~Copies of each of said codes shall be maintained on file in the office of the Fire Prevention Bureau of the Fire Department of the City of Cedarburg and shall remain so filed and be, at all reasonable times, open to inspection by any interested person. Copies of the Wisconsin Department of Safety and Professional Services codes are available from the Wisconsin Department of Administration Document Sales and Distribution.~~

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-8 Reserved.

Sec. 5-2-9 Enforcement and penalties.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-10 Appeals.

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

ARTICLE B. AUTOMATIC SPRINKLER SYSTEMS

Sec. 5-2-11 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-12 General requirements.

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

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

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

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-13 Fire department access.

Buildings equipped with an automatic fire sprinkler system shall be provided with a standard key vault ~~of a type approved by the fire department as further outlined in section 5-2-77 of this ordinance. Building owners shall provide keys for the vault for all areas of the building, with the exception of security vaults in accordance with Section 5-2-74 of this ordinance.~~

(Ord. No. 2022-27 , § 1, 12-12-22)

Secs. 5-2-14—5-2-29 Reserved.

ARTICLE C. STANDPIPE AND HOSE SYSTEMS

Sec. 5-2-30 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-31 General requirements.

- Standpipe and hose systems shall be installed in accordance with NFPA 14 - Standards for Installation of Standpipe and Hose Systems, ~~as the same may be amended from time to time.~~
- Maintenance and testing—All standpipe and hose systems shall be inspected, tested and maintained in accordance with NFPA 25, ~~as the same may be amended from time to time.~~
 - ~~Annual test requirements/inspections~~Removal from service—~~A licensed sprinkler technician shall test and inspect the standpipe and hose system at least annually. A copy of the inspection report shall be forwarded to the office of the Fire Prevention Bureau. Existing s~~Standpipe and hose systems that are

under test or are taken out of service for repairs shall have the sprinkler tester/installer notify the fire department prior to the standpipe or hose system being temporarily taken out of service.

(2) New standpipe and hose system test requirements - All new standpipe and hose systems shall be tested and inspected prior to the building being occupied. Testing and inspection shall conform to the requirements below:

- a. The standpipe and hose system shall have a hydrostatic test performed in the presence of a fire department inspector.
- b. The standpipe and hose system shall be tested in accordance with NFPA 14. The acceptance test shall be conducted by the installer in the presence of a fire department inspector.
- c. The installer shall provide 48 hours advanced notice to the fire department prior to any test being conducted. Work shall not be covered or concealed prior to the required inspection.
- d. A final inspection by the fire department shall be conducted prior to placing the system in service.

(2) ~~New standpipe and hose system test requirements. All new standpipe and hose systems shall be tested and inspected prior to the building being occupied. Testing and inspection shall conform to the requirements below:~~

- a. ~~The standpipe and hose system shall have a hydrostatic test performed in the presence of a fire department inspector.~~
 - b. ~~The standpipe and hose system shall be tested in accordance with NFPA 14. The acceptance test shall be conducted by the installer in the presence of a fire department inspector.~~
 - c. ~~The installer shall provide 48 hours advanced notice to the fire department prior to any test being conducted. Work shall not be covered or concealed prior to the required inspection.~~
 - d. ~~A final inspection by the fire department shall be conducted prior to placing the system in service.~~
- Inspection, testing and maintenance records - All inspection, testing and maintenance records shall be made available to the fire department inspector. This can be accomplished by posting the records in a conspicuous location in the protected building, or by sending them to the fire department inspector.

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(Ord. No. 2022-27 , § 1, 12-12-22)

Secs. 5-2-32—5-2-39 Reserved.

ARTICLE D. AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS

Sec. 5-2-40 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-41 Residential occupancies.

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

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-42 General requirements for all other occupancies.

- (a) ~~NFPA standards compliance--~~ For all occupancies other than residential dwelling units, the term "Fire Alarm System" shall mean a Protective Signaling System installed in accordance with NFPA 72.
- (b) ~~Requirements for annunciator panels--~~ In all new and existing buildings equipped with a fire alarm system, that are over 10,000 square feet or have more than one story including a basement, the fire alarm system shall be equipped with an annunciator panel at a location to be determined by the Cedarburg Fire Department. The annunciator panel shall be able to identify the source of the alarm, while also having the capabilities to silence and reset an alarm.
- (c) ~~Central station monitoring service compliance--~~ A central monitoring service shall comply with NFPA 72. The central monitoring service is subject to prior approval by the Fire Prevention Bureau.
- (d) ~~Agency listings--~~ All equipment shall bear the UL marking or other recognized listing and testing agency and shall be clearly marked on the equipment. All detectors shall be listed for commercial applications.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-43 Maintenance and testing.

- (a) ~~Installation inspection--~~ An acceptance test conforming to NFPA 72 shall be performed before acceptance of the fire alarm system by the Fire Prevention Bureau. Arrangements shall be made with the Fire Prevention Bureau with at least 48 hours advance notice given.
- (b) ~~Periodic testing--~~ Periodic testing of the fire alarm system and detectors is required with the frequency, procedures, and test methods specified in NFPA 72. ~~Monthly tests are required for the fire alarm control panel.~~
- (c) ~~On-site record of testing--~~ The owner of each building which requires a fire alarm system shall post a record of periodic testing showing the date and person performing the test. This record shall be located at the fire alarm panel or other location approved by the Fire Prevention Bureau.

- (d) *Corrective maintenance requirements*—No fire alarm system may be allowed to remain in a non-functioning condition. Nonfunctioning panels, circuits, devices, or trouble conditions indicated by the supervisory monitoring function of the fire alarm control panel shall be corrected immediately.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-44 False alarms.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-45—5-2-49 Reserved.

ARTICLE E. REQUIREMENTS FOR FIRE APPARATUS

Sec. 5-2-50 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-51 Access for fire apparatus.

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

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- (f) *Turning radius.* The turning radius of a fire department access road shall be approved by the Cedarburg Fire Department. Curves and turnarounds shall be designated for a minimum of a ~~40-foot~~40-foot turning radius.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-52 Designated fire lanes.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-53 Unapproved fire lanes.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-54 Fire lane parking regulated.

- (a) *Fire lane parking--* Any vehicle that is parked within a fire lane designated and marked in accordance with section 5-2-~~62-52~~ may be removed at the vehicle owner's expense. Vehicles will be towed away under the following circumstances:
- (1) When a vehicle repeatedly violates the fire lane regulations by habitually parking in a fire lane.
 - (2) When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, ~~gymnasium~~gymnasium, or a place of public assembly.
 - (3) When a vehicle's presence threatens the safety of the public by impeding the ability of fire apparatus and or emergency medical equipment to respond to an emergency.
 - (4) Removal of a vehicle under such circumstances may be authorized by the person in lawful possession of the property or by the fire chief or their representative. The police department may order the towing of a vehicle at any time that the above circumstances exist.
- (b) *Stopping in lane--* Vehicles will be permitted to stop in a fire lane for a reasonable period of time as determined by the fire or police officials while actively loading or unloading provided the driver is present.
- (c) *Obstructions other than vehicles--* An inspection report with warning notice shall be issued to the property owner, occupant or responsible party requiring that if an obstruction in a fire lane is not removed within a specified time period, the department may cause the removal of the obstruction with the cost of removal billed to the person(s) responsible for the obstruction.

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- (d) *When it becomes necessary to obstruct a fire lane, i.e. Construction remodeling or repair*—Written approval shall be required and permission obtained from the fire department in any circumstance in which is it necessary to temporarily obstruct a fire lane. A copy of the authorization shall be posted at the site.
 - (e) *Enforcement*—Vehicles parked in fire lanes shall be cited with a notice of violation on a standard Wisconsin Citation or Cedarburg Parking Citation enforceable under section 10-1-61 of the Cedarburg Code of Ordinances.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-55—5-2-59 Reserved.

ARTICLE F. FIRE HYDRANTS REQUIRED

Sec. 5-2-60 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-61 Fire hydrants.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-62 Blocking of fire hydrants prohibited.

- (a) No person shall park any motor vehicle ~~or other obstacle~~ within ten feet of any fire hydrant or otherwise interfere with the accessibility of any fire hydrant by piling, ~~dumping~~, or placing any other obstructive material or object with ~~in~~ ten feet of a fire hydrant without first obtaining written permission from the fire department. Every day during which such interference continues' shall constitute a separate offense.
- (b) Any vehicle that is blocking a fire hydrant in accordance with section 5-2-61 may be removed at the vehicle owner's expense. Vehicles will be towed away under the following circumstances:
 - (1) When a vehicle repeatedly violates the fire hydrant regulations by habitually blocking a fire hydrant.
 - (2) When a vehicle blocks the ingress/egress of a business, theater, night club, apartment complex, gymnasium, or a place of public assembly.
 - (3) When a vehicle's presence threatens the safety of the public by impeding the ability of fire apparatus and/or emergency medical equipment to respond to an emergency.
- (c) Removal of a vehicle under such circumstances may be authorized by the person in lawful possession of the property or by the fire chief or their representative. The police department may order the towing of a vehicle at any time that the above circumstances exist.

(Ord. No. 2022-27 , § 1, 12-12-22)

Secs. 5-2-63—5-2-69 Reserved.

ARTICLE G. HAZARDS TO LIFE AND PROPERTY

Sec. 5-2-70 Scope.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-71 Storage of junk, etc. prohibited.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-72 Regulation of fireworks.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-73 Buildings damaged by fire.

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-74 Key vault required.

- (a) A key vault, of a type to be approved by the fire chief or their designee, shall be required on all new buildings, ~~with the exception of~~except for one- and two-family dwellings. The required key vault shall be placed at an easily accessible location on the building to be approved by the fire chief or their designee.
 - (1) For groups of separate buildings that share a common owner or manager, a written request can be submitted to the fire chief, or their designee, for approval to utilize a single key vault for the group of buildings at a location approved by the fire chief or their designee.
 - (2) Written appeals can be submitted to the fire chief or their designee for any request to be exempt from the requirements of this Code. These appeals will be reviewed by the fire chief or their designee for either approval or denial.
- (b) Properly identified and up-to-date keys to gain access to the building and the building fire protection systems and features shall be maintained in the key vault. When a change of locks within the building is necessary, the fire inspector shall be ~~notified~~notified, and new keys shall be provided to be placed in the key vault.
- (c) Removal of any key by other than fire department personnel shall be in violation of this section.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-75 Open burning.

- (a) *All trash burning prohibited.* No person shall kindle or cause to be kindled any trash fire in or upon any street, alley, public way, park or any public or private ground within the City of Cedarburg.
- (b) *Trash defined.* Trash is defined as rubbish, grass, leaves, branches, plastic, construction waste, paper products, industrial ~~waste~~waste, or any other type of debris.
- (c) *Open burning is prohibited.* Outdoor fires within the corporate limits of the City of Cedarburg are prohibited except as set forth below.

(Supp. No. 5)

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(1) No grills or devices used for outdoor fires for cooking are authorized to be used above the first story of any building on a balcony, raised porch or platform, etc.

(2) Recreational Fires.

a. No recreational fires may be started or allowed to continue burning unless such recreational fire is fully contained within an approved fire pit or outdoor appliance.

1. An approved fire pit is any below ground dug pit not greater than 36 inches inside diameter (inside edge of the pit to inside edge); lined with non-combustible material, soil, ~~metal~~ metal, or stone; a minimum of six inches deep; and ringed on the outer diameter with stone, brick or concrete.
2. An outdoor appliance is any commercially available appliance designed to contain a wood ~~or fuel gas~~ fire when operated according to manufacturer's instructions with all lids, screens and spark arresting devices in place; or permanent structure built entirely of non-combustible materials designed with spark arrestors and screens to contain a wood fire.

b. Protective distances.

1. No fire pit shall be ~~closer than~~ located within 25 feet ~~from any dwelling, building, structure, shed or garage of any structure or closer than~~ within ~~ten~~ 10 feet from any wood fence, deck or other combustible material.

2. Commercially available outdoor appliances ~~designed to contain a wood fire~~ shall not be located within ~~ten~~ 10 feet of any structure or combustibles; ~~all recreational fires are to be set back a minimum of six feet from adjoining property lines.~~

3. Commercially available outdoor appliances designed to contain a fuel gas fire, such as fire pit tables and heaters, shall not be located within 3 feet of any structure or combustibles, or per the manufacturer's recommendations.

4. All wood-burning recreational fires are to be set back a minimum of 6 feet from adjoining property lines

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

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

1. Exceptions – Commercially available outdoor appliances that utilize fuel gas and are maintained and utilized per the manufacturer's recommendations.

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

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

g. Recreational fires shall be permitted only from 11:00 a.m. to 11:00 p.m.

(3) Live fire trainings conducted by the Cedarburg Fire Department shall be exempt from this section.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-76 Regulation of temporary structures.

Regulations of temporary structures are outlined by Ordinance Number 2022-07 and section 13-1-22(f) of the Zoning Code of the City of Cedarburg.

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-2-77 Smoking prohibited conditions.

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

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

(Ord. No. 2022-27 , § 1, 12-12-22)

Sec. 5-4-9 Fee for answering alarms.

- (a) *Generally.* Each false alarm requires response of public safety personnel, involves unnecessary expense to the city, increases the risk of injury to persons or damage to property and dilutes the overall public safety protection to the city. Such false alarms constitute a public nuisance and must be abated.
- (b) *Intentional.* No person shall intentionally cause the activation of a burglar/fire alarm device knowing that no criminal activity, fire or other emergency exists.
- (c) *False alarms; administrative charges.* Any person, business, corporation or other entity having an alarm system with alarm device(s) at one or more locations in accordance with this chapter shall pay to the city a charge for false alarms responded to by the police or fire department. Charges are to be assessed according to the following schedule for each calendar year for each location connected. Separate charges will be assessed for false alarms as to criminal activity and false alarms for fire or other emergencies:

- (1) Responded to by police department:

- a. First three false alarms for a location No Charge
- b. Fourth false alarm per location \$40.00
- c. Fifth false alarm per location \$50.00
- d. Sixth and subsequent false alarm per location \$65.00

- (2) All false alarms responded to by fire department firefighting personnel and apparatus, in addition to a police response:

- a. First ~~three~~ two false alarms for a location - No Charge
- b. ~~Third~~ Fourth and subsequent false alarm per location - ~~\$110.00~~ 150.00
- c. Fourth false alarm per location - \$250.00
- d. Fifth and subsequent false alarm per location - \$400.00

Failure to pay such administrative charge(s) in and of itself shall constitute a violation of this section, and such charge(s) shall be collectible as a forfeiture upon prosecution and conviction thereof. Additional forfeiture(s), together with cost of prosecution, may also be imposed under subsection (d) hereof for violations of this section for allowing or maintaining condition(s) or act(s) that violate the intent of this section to eliminate and minimize the occurrence of false alarms.

- (d) *Other violations.* Any person, corporation or other entity violating this Chapter in any manner, other than for collection of unpaid administrative charges treated in the preceding subsection (a) of this section, shall be subject to forfeiture as provided in section 1-1-7 of this Code. When any premises located in the city is owned, leased or occupied by two or more persons as joint tenants, tenants in common, joint lessees, or in any other manner, each person shall see that the provisions of this chapter are complied with, and each person may be subjected to a penalty on violation of this section.
- (e) ~~Default of payment for forfeiture and/or costs. On default of payment of forfeiture and/or costs under the immediately preceding subsections (c) and/or (d), or the fee may be placed on the tax roll against the property as a special charge pursuant to Wis. Stats. § 66.60(16).~~

(Ord. No. 92-54; Ord. No. 96-42)

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.C.

TITLE: Discussion and possible action on Ordinance Nos. 2023-32, 2023-33 and 2023-34 adjusting impact fees based on the annual increase of the Construction Cost Indices published in the Engineering News Record

ISSUE SUMMARY: Ordinance No. 2023-32 amends Sec. 3-6-3 through 3-6-6 of the Municipal Code adjusting impact fees for library facilities, police department facilities, water supply facilities, and park facilities; Ordinance No 2023-33 amends Sec. 14-1-84 adjusting fees in lieu of parkland and amends Sec. 14-1-100(g) adjusting the public site fees; and Ordinance No. 2023-34 amends Sec. 9-2-6(c) adjusting the sanitary sewer connection fee based on the Construction Cost Index publish in the Engineering News Record and calculated based on the annual increase in CCI Indices.

STAFF RECOMMENDATION: Adopt the proposed ordinances

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Increase in fees received

ATTACHMENTS: Ordinance 2023-32, 2023-33, and 2023-34; Construction Cost Indices

INITIATED/REQUESTED BY: Mike Wieser

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

ORDINANCE NO. 2023-32

An Ordinance Updating Impact Fees

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

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

SECTION 3-6-3 LIBRARY FACILITY

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

- (a) The amount of the fee shall be ~~\$1,546.36~~ **\$1586.57** per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$1,027.07~~ **\$1053.77** per residential unit for a multi-family residential dwelling unit to be constructed or created by the proposed development. Multi-family includes Community Based Residential Treatment facilities.
- (c) The fee shall be imposed as a condition of the issuance of the building permit.
- (d) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the library facilities within the City.
- (e) Such fees collected shall be expended by the City for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected.

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

SECTION 3-6-4 POLICE DEPARTMENT FACILITY

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

- (a) The amount of the fee shall be ~~\$1,501.49~~ **\$1540.53** per single-family residential dwelling unit, and ~~\$997.27~~ **\$1023.20** per multifamily residential dwelling unit and CBRF and ~~\$0.76~~ **\$0.78** per square foot for commercial development and ~~\$0.45~~ **\$0.46** per square foot for industrial and institutional development.
- (b) The fee shall be imposed as a condition of issuance of the building permit.
- (c) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the police facilities within the City.
- (d) Such fees shall be expended by the City for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the

property upon which such fee was collected.

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

SEC. 3-6-5 WATER SUPPLY FACILITIES

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

2021 Water Impact Fee Based on Installed Meter Size

Meter Size	Meter Factor	Fee per Meter	
5/8"	1.0	\$2,053.92	\$2,107.32
3/4"	1.0	\$2,053.92	\$2,107.32
1"	2.5	\$5,134.80	\$5,268.30
1.5"	5.0	\$10,269.60	\$10,536.61
2"	8.0	\$16,431.36	\$16,858.58
2.5"	12.5	\$25,674.00	\$26,341.52
3"	15.0	\$30,808.80	\$31,609.83
4"	25.0	\$51,348.00	\$52,683.05
6"	50.0	\$102,696.00	\$105,366.10
8"	80.0	\$164,313.60	\$168,585.75
10"	120.0	\$246,470.40	\$252,878.63
12"	160.0	\$328,627.20	\$337,171.51

- (a) The Water Supply Facilities impact fee shall be ~~\$2053.92~~ **\$2,107.32** per equivalent meter.
- (b) The fee shall be imposed as a condition of the issuance of the building permit except if the total amount of impact fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.
- (c) Such fees collected by the Water Utility shall be placed in a special fund which shall be separate from the general fund of the Water Utility, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of water supply facilities.

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

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

SECTION 3-6-6 PARK FACILITIES

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

- (a) The amount of the fee shall be ~~\$1,438.58~~ **\$1,475.98** per single-family residential dwelling unit to be constructed or created by the proposed development.
- (b) The amount of the fee shall be ~~\$955.47~~ **\$980.31** per residential unit for a multi-family residential dwelling unit to be constructed or created by the proposed development. Multi-family includes Community Based Residential Treatment facilities.
- (c) The fee shall be imposed as a condition of the issuance of the building permit.
- (d) Such fees collected by the City shall be placed in a special fund which shall be separate from the General Fund of the City, and the special fund and all interest earned thereon shall be used exclusively for the capital costs of the park facilities within the City.
- (e) Such fees shall be expended by the City for the aforesaid purpose within eight (8) years of the date of payment, or such fee amount paid shall be refunded to the then owner(s) of the property upon which such fee was collected

SECTION 6. This ordinance shall take effect on January 1, 2024, upon publication as provided by law.

Passed and adopted this 11th day of December 2023.

Michael O'Keefe, Mayor

Countersigned:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2023-33

An Ordinance Designating Fees In Lieu of Park Land

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

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

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

If the proposed subdivision does not encompass a proposed public park, parkway or other open space lands, or if the Plan Commission requires the reservation of land as set forth in this Section, a fee for the acquisition of public sites to serve the future inhabitants of the proposed subdivision or certified survey map shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision, or certified survey map, or part thereof, in the amount of ~~\$847.26~~ **\$869.29** for each proposed single-family dwelling unit within the plat and ~~\$562.73~~ **\$577.36** for each proposed multi-family dwelling unit. For Community Based Residential Facilities (CBRFs) the fee for acquisition of public sites shall be ~~\$562.73~~ **\$577.36** per unit. Public site fees collected by the City Treasurer under the provisions of this Article shall be placed in non-lapsing special funds for City parks and shall be separate from the General Fund of the City and said special fund shall be used exclusively for the acquisition and development of park, recreation and other open space areas.

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

- (g) **Public Site Fee.** If the subdivision does not contain lands to be dedicated as required in this Chapter, the Common Council shall require a fee for the acquisition and development of public sites to serve the future inhabitants of the proposed subdivision. Said fee shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision in the amount of ~~\$847.26~~ **\$869.29** for each single-family dwelling unit within the plat and ~~\$562.73~~ **\$577.36** for each multi-family dwelling unit. For Community Based Residential Facilities (CBRFs) the fee for acquisition and development of public sites shall be ~~\$562.73~~ **\$577.36** per unit. Public site fees shall be placed in a separate Service District Fund by the City Clerk to be used only for the acquisition and development of park sites which will serve the proposed subdivision. Said fund shall be established on the basis of the service area of existing or proposed park facilities.

SECTION 3. This ordinance shall take effect on January 1, 2024 upon publication as provided by law.

Passed and adopted this 11th day of December, 2023.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

ORDINANCE NO. 2023-34

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

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

SEC. 9-2-6 SEWER SERVICE CHARGES.

(c) Sewer Connection Fee

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

- (1) The Sewer Connection Fee will now be ~~\$2,710.75~~ \$2,781.23 per Residential Equivalent Connection (REC).
- (2) The connection fee imposed under this section shall be adjusted annually each December, with any adjustment to be effective on January 1 of the following year. The annual adjustment will be based on the Construction Cost Index (CCI) published in the Engineering News Record. Said percentage shall be calculated on the ENR 20 city average. Periodic adjustments to reflect actual and planned development density corrections may be necessary.

SECTION 2. This ordinance shall take effect January 1, 2024 upon publication as provided by law.

Passed and adopted this 11th day of December, 2023.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and materials prices.
Historical data for ENR's 20 cities can be found at [ENR.com/economics](https://www.enr.com/economics)

Construction Cost Index

+2.6%

ANNUAL INFLATION RATE

DEC. 2023

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13514.76	0.0%	+2.6%
COMMON LABOR	25080.22	0.0%	+1.8%
WAGE \$/HR.	48.30	0.0%	+1.8%

The Construction Cost Index's annual escalation rose 2.6%, while the monthly component held steady.

Building Cost Index

+3.8%

ANNUAL INFLATION RATE

DEC. 2023

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	8272.36	+0.1%	+3.8%
SKILLED LABOR	11697.70	0.0%	+3.4%
WAGE \$/HR.	64.60	0.0%	+3.4%

The Building Cost Index was up 3.8% on an annual basis, while the monthly component rose 0.1%.

Materials Cost Index

+0.1%

MONTHLY INFLATION RATE

DEC. 2023

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	6150.35	+0.1%	+4.4%
CEMENT \$/TON	211.76	+2.1%	+21.6%
STEEL \$/CWT	99.19	-0.6%	+7.8%
LUMBER \$/MBF	1072.26	-0.1%	-2.1%

The Materials Cost Index rose 0.1% this month, while the annual escalation rate increased 4.4%.

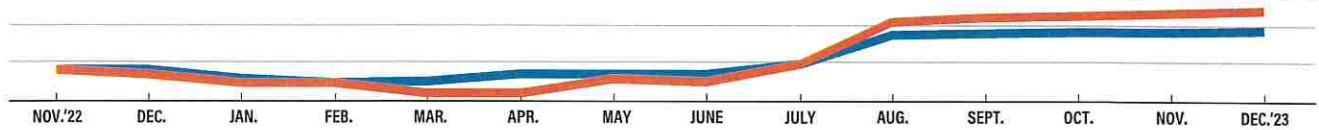
Inflation's Pulse Year-to-year and monthly percent changes for ENR's cost indexes

ANNUAL

CONSTRUCTION COST INDEX BUILDING COST INDEX

+2.6%
CCI

+3.4%
BCI

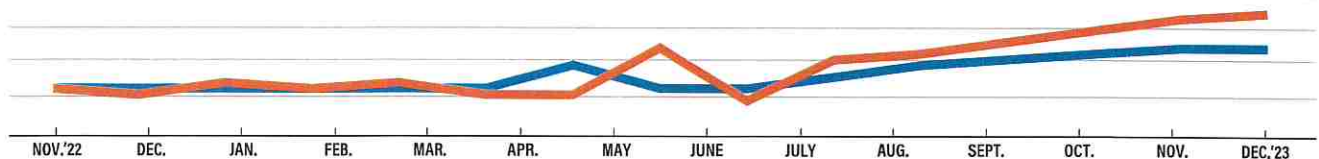


MONTHLY

CONSTRUCTION COST INDEX BUILDING COST INDEX

+0.0%
CCI

+0.1%
BCI



SOURCE: ENR

Cost Index Review

BASE YEAR		CONSTRUCTION		BUILDING		SKILLED WAGES		COMMON WAGES	
		1913	1967	1913	1967	1913	1967	1913	1967
2022	Nov.	13174.98	1226.53	7966.96	1179.25	11308.90	1109.30	24634.46	1188.53
	Dec.	13175.00	1226.54	7971.26	1179.89	11320.21	1110.36	24634.46	1188.53
2023	Jan.	13175.03	1226.54	7976.68	1180.69	11331.53	1111.95	24634.46	1188.53
	Feb.	13175.93	1226.62	7989.84	1182.64	11365.52	1114.75	24634.46	1188.53
	Mar.	13176.30	1226.66	8000.61	1184.24	11399.62	1117.73	24634.46	1188.53
	Apr.	13229.57	1231.62	8000.86	1184.27	11445.22	1122.58	24806.90	1196.96
	May	13288.27	1237.08	8054.43	1192.20	11662.68	1143.61	25030.16	1207.25
	June	13345.00	1242.36	8095.33	1198.25	11674.34	1144.23	25080.22	1209.74
	July	13424.98	1249.81	8179.87	1210.77	11686.01	1145.40	25080.22	1209.74
	Aug.	13472.56	1254.24	8227.44	1217.81	11686.01	1145.40	25080.22	1209.74
	Sept.	13485.67	1255.46	8240.55	1219.75	11686.01	1145.40	25080.22	1209.74
	Oct.	13497.97	1256.60	8255.58	1221.97	11697.70	1146.11	25080.22	1209.74
	Nov.	13510.57	1257.79	8268.19	1223.84	11697.70	1146.11	25080.22	1209.74
	Dec.	13514.76	1258.17	8272.36	1224.46	11697.70	1146.11	25080.22	1209.74

INFLATION

+1.8%

Common Labor Index

ANNUAL ESCALATION FOR COMMON LABOR REACHED 1.8% IN DECEMBER WHILE SKILLED LABOR EXPERIENCED A 3.4% ESCALATION OVER THE SAME TIME PERIOD.

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.D.

TITLE: Discussion and possible action on Ordinance No. 2023-35 updating the Property Tax Levy for the General, Debt Service, Special Revenue and Capital Improvement Funds for the City of Cedarburg for the Year 2024*

ISSUE SUMMARY: When the original ordinance, Ordinance No. 2023-31 was passed, there was an incorrect amount listed for the TIF Districts. The figure, \$237,417 was an estimate. The correct amount of the TIF Districts is \$232,674. Once the correction was made, the total tax levy amount was reduced from \$1,811,190 to \$1,806,447.

STAFF RECOMMENDATION: approval of Ordinance No. 2023-35

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT:

ATTACHMENTS: Ordinance No. 2023-35

INITIATED/REQUESTED BY: Kelly Livingston, Treasurer/Finance Director

FOR MORE INFORMATION CONTACT: Kelly Livingston (262) 375-7602

ORDINANCE NO. 2023-35

An Ordinance Levying Property Taxes for the General, Debt Service, Special Revenue and Capital Improvement Funds of the City of Cedarburg for the Year 2024

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

SECTION 1. There is hereby levied a tax of \$12,178,905 on all the taxable property, within the City of Cedarburg as returned by the Assessor in the year 2023, for the uses and purposes set forth in the 2024 budgets as set forth below, and the City Clerk is hereby authorized and directed to spend this tax on the current tax roll of the City of Cedarburg.

SECTION 2. The tax to be levied will fund the following purposes:

General Fund (Operating)	\$6,818,981
Capital Improvements	1,920,000
Special Revenue (Library)	794,550
TIF Districts	232,674
Debt Service	1,434,055
Special Revenue (Pool)	69,216
Special Revenue (Fire/EMS)	536,971

Subtotal Total	<u>\$11,806,447</u>
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Other Taxing Bodies TIF Portion:

Cedarburg Schools	\$280,364
Ozaukee County	56,005
M.A.T.C	36,089

<u>Total</u>	<u>\$12,178,905</u>
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SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Passed and adopted this 11th day of December, 2023.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

Approved as to form:

Michael P. Herbrand, City Attorney

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.E.

TITLE: Discussion and possible action on Resolution No. 2023-20 Designating Depositories and Authorizing Signatures for Cedarburg Light & Water and City of Cedarburg checking and savings accounts

ISSUE SUMMARY:

Each year, a Resolution must be brought before the Council for approval of the current banking institutions utilized by Cedarburg Light & Water and the City of Cedarburg. The Resolution must also specify who the approved signers will be on those accounts. Resolution No 2023-20 represent the most recent updates and require Council approval.

STAFF RECOMMENDATION: approval of Resolution No 2023-20

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: n/a

ATTACHMENTS: Resolution No 2023-20

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

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

RESOLUTION NO. 2023-20

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

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

North Shore Bank
Associated Bank
BMO Bank North America
Port Washington State Bank
U.S. Bank
State of WI Investment Pool
Summit Credit Union
Chase Bank
Horicon Bank
Wells Fargo Bank
Bank First
American Depository Management Company

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

RESOLVED FURTHER, that the above named banking institutions be designated as the working banks beginning on December 11, 2023 and continuing through the year 2024, and that the Common Council, City Administrator, and the Finance Director/Treasurer, upon recommendation of the Cedarburg Light & Water Commission, be authorized and directed to distribute said funds.

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

RESOLVED FURTHER, that withdrawal or disbursement from any of the above-named depositories shall be by order of check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal form, as provided in Section 66.0607 of the Wisconsin Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel appointed by the Cedarburg light & Water Commission. All checks and passbook savings withdrawal forms, effective December 11, 2023, shall be signed by at least one of the following persons:

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

RESOLVED FURTHER, that for all check orders and passbook savings withdrawal forms, in lieu of their personal signatures, the following facsimile signatures as shown, which have been adopted by them, may be affixed to such document and will become effective as of December 11, 2023:

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

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

Passed and adopted by the Common Council of the City of Cedarburg this 11th day of December, 2023.

Michael O'Keefe, Mayor

Attest:

Tracie Sette, City Clerk

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.F.

TITLE: Discussion and possible action on Memorandum of Understanding between the City of Cedarburg and the Wisconsin Elections Commission regarding rules of usage pertaining to Badger Book electronic pollbooks

ISSUE SUMMARY: The Wisconsin Elections Commission developed the electronic poll book with software created for direct integration with WisVote, the statewide election management and voter registration system. The first electronic poll book was available in 2017 and currently, there are close to 300 municipalities that utilize them. This Memorandum of Understanding was created by the Wisconsin Elections Commission to gain compliance of all terms and conditions of Badger Book users including software, hardware, and training requirements.

If the MOU is not approved, signed, and returned to the Elections Commission, the City will not be able to download any future elections.

STAFF RECOMMENDATION: recommend approval of MOU

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: n/a

ATTACHMENTS: Memorandum of Understanding

INITIATED/REQUESTED BY: Clerk Tracie Sette

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



Memorandum of Understanding

By and Between

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User (City)(Village)(Town) of _____ in _____ County, Wisconsin, Administrator/Chair _____ ("Municipal User"), Address _____, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. Scope

- A. Badger Book Software: The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunseting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. Badger Book Hardware: One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
 - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
 - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
 - iii. The sunseting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunseting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunseting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place.
At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity. Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. Allowance of Use and Program Requirements

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
 - i. Provide continued and free access to the Badger Book software.
 - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
 - iii. Provide reasonable hardware troubleshooting support.
 - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
 - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
 - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
 - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
 - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
 - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
 - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
 - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.
 - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
- ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. Terms and Conditions of Badger Book Software License/Use

- A. Term: The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. Representations: Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. Warranties: The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. Indemnification: The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. Confidentiality: The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below.
The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

Signed Date

Signed Date

Printed name

Printed Name

Municipality Name

County Name

WisVote Relier ☐

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.G.

TITLE: Discussion and possible action on appointment of Election Officials for the period 01/01/2024 through 12/31/2025

ISSUE SUMMARY: Election Officials are appointed by the Mayor in December of odd-numbered years to serve a two-year term as per State Statute § 7.30(4)(a). The election officials on the attached list will serve for the January 1, 2024 – December 31, 2025 term. Not everyone on the list will work each election. The list includes the names provided by the Ozaukee County Republican Party and Democratic Party.

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

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: Election Officials are paid \$9.00 per hour, Chief Inspectors are paid \$10.00 per hour, and training is \$8.00 per hour.

ATTACHMENTS: List of appointees

INITIATED/REQUESTED BY: City Clerk Tracie Sette

FOR MORE INFORMATION CONTACT: City Clerk Tracie Sette, (262) 376-3919

2024-25 Election Inspectors

Lastname*	Firstname*	PartyAffiliation
Ames	Lisa	
Arity	Barbara	
Auchter	James	
Auchter	Susan	Republican party
Bail	Barbara	Republican party
Bail	Phil	Republican party
Bartell	Ramona	
Bartoletti	Tonya	
Bartoletti	Tonya	
Beck	Sandy	
Biehl	Mary Ellen	
Bitter	Melissa	
Bloch	Linda	
Boettcher	Carol	
Boles	Diane	
Brasser	Jane	
Brown	Brook	
Brown	Nancy	
Calvelli	Mary Lee	
Calvelli	Rick	
Carle	Mary	
Centofanti	Michelle	
Charland	Elizabeth	
Chart	Jan	
Clague	Nedra	
Cooley	Melissa	
Crain	Christopher	
Dahlman	Betty Jo	
Dehlinger	Sandy	
Deptolla	Ralph	
Desotelle	Karen	
Dieffenbach	Dick	
Doughman	Patrick	
Ebling	Myrna	
Edmunds	Teri	Republican party
Edmunds	Doug	Republican party
Eisenhauer	Greta	
Ellmaker	Barb	
Fields	Heather	
Gall	Laura	
Garrett	Dennis	
Gierach	Connie	
Gresch	Aaron	
Hagerman	H. Michael	
Halleman	Kyle	
Hunt	Barbara	
Jacobson	Mary	
Jamieson	Bonnie	
Johnson	Barbara	
Johnson	Karen	Republican party
Kalkopf	Rachel	
Kamel	Sheila	

2024-25 Election Inspectors

Keillor	Linda	
Kelly	Vicky	
Knox	Aricka	
Kohlwey	Sandy	
Kotnik	Kathleen	
Kotnik	Tony	
Kotula	John	
Krajcir	Kristine	
Krier	Jennifer	Republican party
LaFontaine	Carol	
Lamb	Lisa	Republican party
Leonard	Stephen	Republican party
Leonard	Karen	Republican party
Lerand	John	
Levsen	Andrea	Republican party
Lindsay-Koltun	Joy	Democratic Party
Loughran	Robert	Democratic Party
Lunger	Robie	
Mapes	Richard	Republican party
Martin	Thomas	
Masek	Joan	
Mesalk	Thomas	
Micheli	Gina	
Mitchell	Annette	
Mitchell	Gary	
Moore	Catherine (Kitty)	Democratic Party
Moriarty	Elizabeth	
Mullen	Marilyn	
Nennig	Michael	
Nouansacksy	Dawn	
Paetz	Karen	
Palleon	Marge	
Payleitner	Marianne	
Pernitz	Barbara	
Phillips	Lynn	Republican party
Pinchott	Catherine	
Pipkorn	Nancy	
Pitel	Vonna	
Pliskie	Beverly	
Pokel	Deb	Republican Party
Port	Rachel	
Port	Rick	
Porteus	Barbara (Bonnie)	
Porteus	Barbara (Bonnie)	
Poss	Jodie	
Pretty	John	
Reilly	Mary	Republican Party
Reimer	Karen	
Reimer	Ronald	
Reindl	John	
Reindl	Dorothy	
Ricca	Al	Democratic Party
Roethel	Constance	
Rucktenwald	Cathy	

2024-25 Election Inspectors

Russo	Kimberly	
Salter	Bob	
Salvaggio	Tara	Republican party
Sanders	Marc	
Sattler	Anna	
Schara	James	
Schara	Sandra	
Schaubs	Kristine	
Sette	Mark	
Sidney	Scott	
Sieg	Roland	
Skarsten	Diane	Republican party
Smith	John	
Smith	Pamela	
Steffen	Thad	
Steffens	Donald	
Steffens	Donna	
Storch	Steve	
Szudrowitz	Carol	
Szudrowitz	Gene	
Tenpenny	Barb	
Tracy	Peggy	
Trescott	Pietrina	Republican Party
Tutewohl	Kathleen	
Tutewohl	Larry	
Voeller	Robin	
Von Ruden	Linda	
Walsh	Kristi	Democratic Party
Weber	Janet	Republican party
Weber	Nicole	Republican party
Webber	Matthew	Democratic Party
Wegner	Dale	
Weiss	Judith	
Wendt	Susie	
Wienkers	Robin	
Wiesner	Kara	
Wilde	Dick	
Wilde	Ellen	
Williams	Jody	
Williams	Joann	
Wilson	Kathryn	
Winter Trimberger	Lynn	
Woll	Jason	
Wooten	Jennifer	
Yenor	Bruce	
Yip	Doug	
Ziebell	Lois	
Zimmerman	Pam	
Zitzer	Ingrid	

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.H.

TITLE: Discussion and possible action on hiring a structural engineer to provide a structural analysis of the North Amcast facility.

ISSUE SUMMARY: The common council has requested that the City hire a structural engineer to provide a structural analysis of the North Amcast facility. Four (4) firms were contacted and two (2) firms provided a quote for the work. Ambrose Engineering and McEnroe Consulting Engineers both provided quotes with varying scope. Ambrose Engineering quote includes a document review of previous or existing drawings and/or reports and a two-day site visit. McEnroe Consulting Engineers quote includes a three (3) hour visit and a report on the condition of the structure. Both companies will provide information on items that should be considered in the future if the building is to be reused. Ambrose Engineering would provide a more comprehensive evaluation of the remaining building whereas McEnroe would do a visual inspection only. The estimate for Ambrose Engineering is a lump sum fee of \$5,000 and for McEnroe it is \$2,590. These fees do not account for a presentation on the report. The additional cost for a council meeting presentation and Q&A would be \$750 for Ambrose Engineering and \$---- for McEnroe Engineering.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: \$2,590 - \$5,000

ATTACHMENTS: Ambrose Engineering Quote, McEnroe Consulting Engineers Quote

INITIATED/REQUESTED BY: Common Council

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

December 1, 2023

Mikko Hilvo
City of Cedarburg
W63N645 Washington Ave.
Cedarburg, WI 53012

**RE: Proposal for Engineering Services
N37 W5684 Hamilton Road Structural Assessment**

Dear Mikko,

Thank you for the opportunity to provide this proposal. If this proposal is accepted, McEnroe Consulting Engineers (MCE) will provide a contract for review and signature.

Project: This project consists of a visual assessment of an abandoned industrial building. This assessment is being performed to provide a baseline level of information for all interested parties as future plans for the site are considered.

Scope of Services: MCE will provide the following services for this project:

- Visit project site to review the existing conditions. The structure will be viewed from the ground level only unless ladders are available onsite for use. We anticipate spending up to 3 hours in and around the building reviewing the condition of the structure.
- Provide a report of findings regarding the structural condition of the building. We expect to include discussion in this report regarding:
 - Current conditions
 - Anticipated future conditions if no changes are made to the current situation
 - Items to consider if the building is reused in the future
 - Items that should be studied in more detail if the building is reused in the future
 - A brief discussion of reuse of the site surrounding this building

Depending on the results of the visual assessment, this list of discussion points might change.

- We have not included any non-destructive or destructive testing of materials or conditions. This is a visual review only. If there is a need for such testing, we will recommend that in the report as a future step for the building.
- The Client will provide access to the building – any areas that are not accessible will not be able to be assessed.
- We have not included any meetings to discuss our findings. This could be included at an additional cost.

Anticipated Schedule: This project is anticipated to have the following schedule:

- Assessment work is anticipated to take one day on site and approximately 2 to 3 weeks after the site visit to provide a report. A mutually agreed upon schedule will be determined at the time a contract is signed.

Compensation for Engineering Services: Client shall compensate MCE as follows:

- **Assessment** services will be provided for a fixed fee of \$2,590.

I look forward to the opportunity to work with you on this project. Please let me know if you have any questions at all.

McEnroe Consulting Engineers LLC



Eileen McEnroe Hanks, P.E.
Principal



November 27, 2023

Mr. Mikko Hilvo
City Administrator
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Re: Amcast Industrial Corporation
Cedarburg, WI
Proposal for Limited Structural Assessment

Dear Mr. Hilvo:

Ambrose Engineering, Inc., (Ambrose) is pleased to submit this proposal to the City of Cedarburg to provide professional structural engineering services to perform a limited visual assessment of the existing structure at the former Amcast Industrial Corporation facility located at N39 W5789 Hamilton Road in Cedarburg, Wisconsin.

PROJECT UNDERSTANDING

The Amcast site is divided into two properties, one each north and south of Hamilton Road. It was reported that the facility south of Hamilton Road has been demolished and the facility north of Hamilton Road, which is subject of this proposal, was constructed in the mid-twentieth century and abandoned in the 1980s. The north facility is generally bounded by single family residences to the north and east, Hamilton Road to the south, and train tracks to the west. The north facility appears to be rectangular in plan with overall dimensions of approximately 425 feet in the north-south direction by 225 feet in the east-west direction. The building consists of one level below grade, which covers much of the building site, with a one-story, above grade masonry-walled structure at the southwest corner. It is anticipated that the roof framing of the below-grade portion of the building consists of a conventionally reinforced, cast-in-place slab supported by reinforced concrete columns and foundation walls.

Based on our conversations with representatives of the City of Cedarburg, we understand that there has been interest from a developer to build a residential apartment complex on the north facility. The proposal has initially indicated that the existing reinforced concrete structure of the Amcast building would be reutilized as the base for the apartment complex. It was also reported that the north facility is a Superfund Site which may take several years to assess and clean prior to construction of a new apartment complex. The City of Cedarburg has requested Ambrose develop this proposal to perform a visual condition assessment of the existing building structure to provide a gauge of the existing condition of the visibly accessible portions of the building structure; identify distressed, deteriorated, or deficient conditions that may require temporary shoring, stabilization, or repair; and provide general recommendations for continued monitoring of the structure, if determined to be required. Our report will also provide general recommendations for further investigation and repair or replacement of the structure which may be required to reutilize it as a base for a new apartment complex.

SCOPE OF SERVICES

We propose the following scope of services to perform the limited visual structural assessment of the Amcast facility north of Hamilton Road:

1. **Document Review.** If available, we will review drawings, reports prepared by others, and any relevant documents that are made available to us by you and your representatives at the beginning of our work to become familiar with the construction, modification, repair, and maintenance of the existing building structure.
2. **Site Visit.** We will perform a site visit to document existing conditions. For the purposes of this site visit, we have assumed a two day site visit. During the site visit we will:
 - a. At visibly accessible locations throughout the building, document existing as-built construction and existing distressed and deteriorated conditions at the visibly accessible portions of the top, underside, and vertical surfaces of the building structure
 - b. At the reinforced concrete portions of the building structure, we will sound select representative surfaces with a metal hammer and/or chain to help identify additional areas of distressed and deteriorated concrete that may not be readily identified during the visual observations
 - c. Observed conditions of distress and deterioration will be documented on survey sheets and with representative photographs
 - d. For the purposes of this proposal, we have assumed that a representative of the Owner will assist us with providing access throughout the building
3. **Report.** Based on the findings of our document review and visual observations, we will prepare a report outlining conditions observed during our structural assessment and recommendations for immediate repair, shoring, or stabilization (if required) as well as general recommendations for continued monitoring the structure. Our report will also provide general recommendations for further investigation and repair or replacement of the structure which may be required to reutilize it as a base for a new apartment complex.

COMPENSATION AND EXCLUSIONS

Compensation for the scope of services outlined herein shall be based on lump sum fee of \$5,000.

Our limited structural condition assessment does not include the following:

- Sampling, testing, exploratory probing, or inspection of concealed conditions
- Detailed analysis or calculations
- Design review or review for building-code compliance
- Environmental audit or evaluation of air quality and health issues, life safety systems, mechanical, electrical, and plumbing (MEP) systems, building envelope, and roofing
- Development and preparation of Construction Documents for temporary shoring or repair of the existing structure if it is determined to be required

REIMBURSABLE EXPENSES

Not included in the compensation is the cost of reimbursable expenses such as:

Permits
Bidding document printing
Special delivery shipping costs
Travel expenses

INVOICING

Invoices will be issued monthly for the services performed and are due and payable upon receipt. Any amount unpaid 30 days from the date of the invoice shall be increased at the rate of one percent per month for each month or part of the month the amount remains unpaid.

ADDITIONAL SERVICES

Services above the Scope of Services described herein, and those services identified herein as exceptions to the Scope of Services, shall be provided as additional services if authorized. Notification shall be provided prior to commencing such services. Compensation for additional services shall be paid for on the basis of the hourly rates stated below.

a.	Principal	\$150.00 / hr	e.	Structural Technician I	\$95.00 / hr
b.	Project Manager	\$130.00 / hr	f.	Structural Technician II	\$75.00 / hr
c.	Project Engineer	\$120.00 / hr	g.	Administrative	\$65.00 / hr
d.	Design Engineer	\$100.00 / hr			

PROJECT CHANGES

Revisions of drawings, specifications or other documents shall be considered additional services when such revisions are:

- a. Inconsistent with approvals or instruction previously given including revisions made necessary by adjustments in the program, project budget, cost implications, alternative designs and value engineering.
- b. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- c. Due to changes required as a result of failure to render decisions in a timely manner by Client or review agency.
- d. Due to changes or corrective work resulting from Contractor error, substitutions or other work not conforming to the construction documents.

LIMIT OF LIABILITY

It is understood that any and all professional liabilities incurred by Ambrose throughout the course of rendering professional services on this project shall be limited to a maximum of the net fee received by Ambrose for services under this contract.

CONSEQUENTIAL DAMAGES

In no event shall Ambrose or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation of other equipment or systems.

INFORMATION FURNISHED BY CLIENT

Client will assist Ambrose by placing at Ambrose's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. Ambrose shall have no liability for error or omissions in the services attributable to Ambrose's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold Ambrose harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. Ambrose shall disclose to Client, prior to use thereof, error or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to Ambrose that Ambrose may reasonably discover in its review thereof.

INSTRUMENTS OF SERVICE

Documents prepared by Ambrose, in printed or electronic form, are instruments of service for use with respect to this project only. In the event of a discrepancy between the signed construction documents, printed in hard copy form and electronic files, the hard copy shall govern. Electronic files shall be delivered in PDF format unless set forth in a separate written agreement.

Client agrees that Ambrose shall be deemed the author of the instruments of service and shall retain all common law, statutory law and other rights, including copyrights. Client also agrees to waive all claims against Ambrose resulting in any way, from unauthorized changes to or reuse of the instruments of service prepared for this project.

STANDARD OF CARE

The services will be performed on behalf of and solely for the exclusive use of Client and for no others. Client acknowledges that the rendering of the services may require decisions that are not based upon scientific, technical or engineering knowledge, but rather upon judgement considerations. The services performed by Ambrose shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the architecture, engineering and consulting professions in the same locale acting under similar circumstances and conditions as of the date of this Agreement.

INSURANCE

Ambrose Engineering will provide the following insurance coverage:

Commercial General Liability	\$1M/\$2M
Auto Liability	\$1M
Umbrella	\$5M
Workers Compensation	\$500,000
Professional Liability	\$2M/\$2M

ASSIGNMENT, SUCCESSORS AND ASSIGNS

Client hereby agrees to permit Ambrose to assign its rights under this Contract, in full or in part, from time to time, to any corporation, partnership or other entity controlled by Ambrose, which is an affiliate of Ambrose, which is owned by some or all of the same individuals who own Ambrose, or which is a part of a consolidated group owned by some or all of such individuals, although Ambrose, will remain responsible for all obligations hereunder regardless of any such assignment unless expressly agreed otherwise by Client.

TERMINATION

The obligation to provide services under this Agreement may be terminated for just cause by either party upon ten days' written notice. In the event of termination by either party, Ambrose will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination. Upon such termination, Client shall refrain from making further reproductions of the instruments of service and shall return to Ambrose within ten days all originals and reproductions in Client's possession.

We appreciate this opportunity to provide you with our services and we look forward to working with you. If additional information or clarification is needed, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please sign below and return one signed copy of the Agreement for our files.

ACCEPTED:

Sincerely,
Ambrose Engineering, Inc.



Nicholas Chow, P.E.
Project Manager/Principal

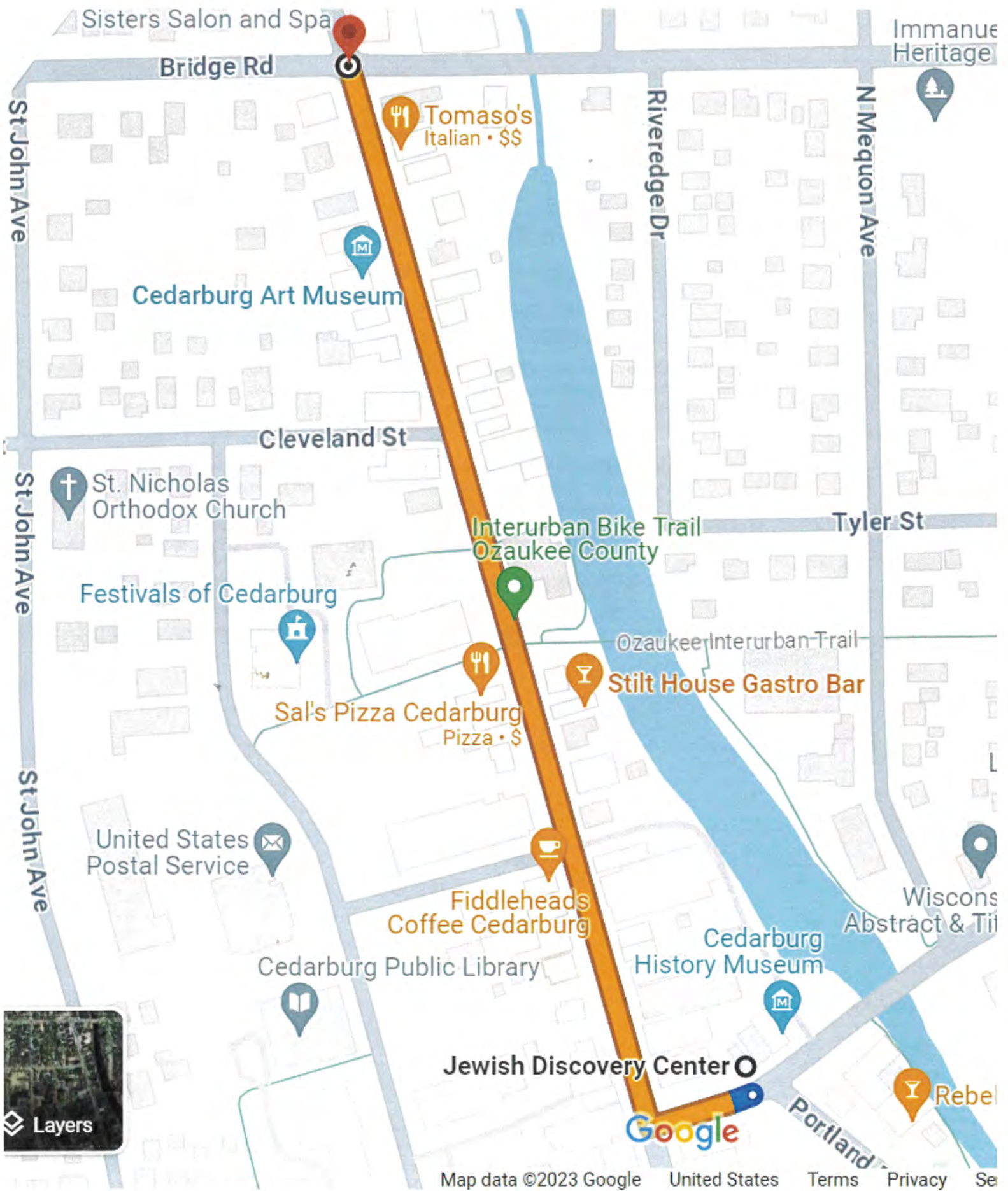
City of Cedarburg

Signature: _____

Printed Name/Title: _____

Date: _____

Event Date: 12/12/23 4:30p.m - 5:30p.m.



**CITY OF CEDARBURG
RESOLUTION NO. 2023-18**

Approving the City of Cedarburg Fiscal Year 2023 Annual Fee Schedule

WHEREAS, the City of Cedarburg is a body corporate and politic within Ozaukee County, Wisconsin; and

WHEREAS, the City desires to not reference specific dollar amounts within the City Code of Ordinances and instead provide an annual Resolution setting fees for a corresponding fiscal year (as seen in attached exhibit).

NOW, **THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Cedarburg does hereby approve and incorporate herein the 2023 Annual Fee Schedule, to be effective fiscal year 2023 (December 12, 2023 through December 31, 2024).

Passed and adopted this 11th day of December, 2023.

Michael J. O’Keefe, Mayor

Attest:

Tracie Sette, City Clerk



APPROVED FEE SCHEDULE

FEE DESCRIPTION	FEE AMOUNT
CITY CLERK	
Class A Fermented Malt Beverage License	\$100.00
Class A Liquor License	\$500.00
Class B Fermented Malt Beverage License	\$100.00
Class B Liquor License	\$500.00
Temporary Class "B"/"Class B" License	\$10.00
Class B Reserve Liquor License	\$10,000.00
Class C Wine License	\$100.00
Operator's License (Bartender) Renewal	\$40.00
Operator's License (Bartender) New	\$50.00
Provisional Operator's License	\$15.00
Tobacco Products (Cigarette license)	\$100.00
Publication Fee	\$20.00 non refundable
Late Application Fee	\$10.00
Direct Sellers (Solicitors) - City Residents	\$100.00
Direct Sellers (Solicitors) - Non City Residents	\$150.00
Direct Sellers - each additional person	\$10.00
Festivals Permit	\$300.00
Filming Permit	\$20.00
Horse and Carriage Rides	\$110.00
Parade/Walk/Run	\$25.00
Street Use (Block Party)	\$25.00
Weights and Measures Permit	\$30.00 annually + \$10.00 per device
Replacement fee	\$10.00
BUILDING PERMITS	
Minimum Permit Fee for all Permits	\$60.00
Residential (1 & 2 Family & Attached Garage)	
a) New Construction & Addition	\$0.40/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.35/per sq ft
Multi-Family Dwellings (3 or More Dwelling Units)	
a) New Construction & Addition	\$0.42/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.39/per sq ft
Commercial (Office, Retail, Institutional, etc.)	
a) New Construction & Addition	\$0.39/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.33/per sq ft
Manufacturing or Industrial (Office Areas to be included under (4)(a))	
a) New Construction & Addition	\$0.33/gross sq ft
b) Alterations, Remodeling, Repairs	\$0.30/per sq. ft.
Accessory Structures (Garages, Sheds, Decks, Pools, etc.)	
a) New Construction, Additions, Alterations	\$0.33/per sq. ft.
Permit to Early Start (Footing & Foundation Only)	
a) Residential	\$150.00
b) Commercial, Manufacturing, Industrial, Multi-Family	\$275.00
All other Structures & Projects (Buildings, Structures, Alterations and repairs where square footage cannot be calculated.)	\$13.00/\$1,000.00 of value
Building Plan Examination	
a) Residential (1 & 2 Family)	\$275.00
1) Additions	\$125.00
2) Alterations	\$60.00
b) Multi-Family	\$330.00 + \$30.00 per unit
1) Additions	\$150.00
2) Alterations	\$60.00
c) Commercial, Manufacturing, Industrial	\$430.00
1) Additions	\$200.00

2) Alterations	\$100.00
d) Accessory Structures (Garages, Sheds, Decks, Pools, etc.)	\$40.00
Occupancy Permits	
a) Residential (1 & 2 Family)	\$60.00
b) Multi-Family (per Dwelling Unit)	\$60.00/unit + \$100.00/Bldg
c) Business, Commercial, Manufacturing, Industrial	\$160.00
Erosion Control Fees	
a) Residential Lot (1 & 2 Family)	\$190.00
b) Commercial, Manufacturing, Industrial, Multi-Family	\$225.00 + \$6.00 per 1,000 sq ft of disturbed area. Max = \$2,450.00
Sign Permit Fees	
a) Permanent sign	\$75.00
b) Temporary sign	\$20.00
Wrecking, Razing & Interior Demolition	
(Fee may be waived at the discretion of the Building Inspector)	\$95.00 + \$0.13/per sq.ft.Max=\$925.00
Moving Buildings Over Public Ways	\$250.00
Miscellaneous Fees	
a) Address Numbers (Complete Set)	\$35.00
b) Wisconsin Permit Seal	\$75.00
c) Right-of-Way Permit (Driveway Approach/Culvert, Sidewalk,etc.)	\$60.00
d) Siding	\$60.00
e) Reroofing	
1) Residential (1 & 2 Family)	\$60.00
2) Commercial, Manufacturing, Industrial, Multi-Family	\$14.00/\$1,000 valuation Max \$300.00
g) Sign Permit	\$75.00
h) Fire Protection Plan Review & Permit	\$60.00
Special Inspection Fees	
a) Special Inspection	
1) Residential (1 & 2 Family)	\$100.00
2) Commercial, Manufacturing, Industrial, Multi-Family	\$200/Bldg
3) Accessory Structures (Garages, Sheds, Decks, Pools, etc.)	\$60.00
b) Special Inspection Report With A Written Report	\$100 Additional
c) Special Inspection After Working Hours	\$175.00 Additional
Re-inspection (Building, Plumbing, Electrical, HVAC, Soil Erosion, Etc.)	\$75.00
DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. TRIPLE FEES for Subsequent Offenses.	
Note 1: Gross square footage calculations are based on exterior dimensions, including garage each finished floor level. Unfinished basements or portions thereof are not included.	
Note 2: In determining construction cost, all costs for building and labor shall be included except cost, associated with the Plumbing, Electrical, HVAC and Landscape work.	
Note 3: All fee categories shall be rounded to the nearest whole dollar amount.	
Note 1: Additional Fee for Plan Review May be Assessed at the Time of Application for Renewal of the Permit.	
Note 4: SF Area Shall Be Defined as Follows: The Living Area of the Building Enclosed by the Interior Surface of the Exterior Walls Excluding the Basement Area, Unless the Basement Area Complies with the Building Code, Permitting Human Habitation.	
Note 5: In Determining Cost, All Construction Shall Be Included with the Exception of Heating, A/C, Electrical, and Plumbing Work.	
HVAC	
Heating up to 150,000 BTU input	\$55.00
Heating, each additional 50,00 above 150,000 BTU input of fraction	Per 50,000 \$15.00
Air Conditioning-RESIDENTIAL (exterior condensers)	\$55.00
Air Conditioning-COMMERCIAL (exterior condensers)	\$60.00
Exhaust hoods and systems	\$150.00
Commercial unit heater (rooftop)	\$100.00
Fireplace	\$50.00
HVAC distribution system per 100 square feet	Per 100 sq ft \$1.50
MINIMUM PERMIT FEE IS	\$55.00
DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. TRIPLE FEES for Subsequent Offenses.	
ELECTRICAL	
Light switches and convenience outlets, smoke detectors	\$0.70
Light fixtures	\$0.55
Fluorescent fixtures – per tube/per ballast	\$0.55
Range, electric	\$6.00
Garbage grinder and disposal unit	\$6.00
Dishwasher	\$7.00
Clothes dryer	\$6.00
Water heater, electric	\$10.00

Furnace, gas or oil burner or stoker – RESIDENTIAL	\$9.00
Furnace, gas or oil burner or stoker – COMMERCIAL	\$18.00
Air conditioning, refrigeration, air cooling or similar – RESIDENTIAL	\$12.00
Air conditioning, refrigeration, air cooling or similar – COMMERCIAL	\$24.00
Feeders - #4 AWG or larger	\$10.00
Whirlpool, hot tub, etc	\$18.00
Services – 0 thru 100 amperes	\$40.00
Services – 101 thru 200 amperes	\$50.00
Services – 201 thru 600 amperes	\$60.00
Services – thereafter each additional 100 amperages	\$10.00
Motor (over ¼ hp) \$0.50 per hp or fraction thereof, minimum fee of:	\$4.00
Fuel dispensing pumps	\$10.00
Transformers, rectifiers , generators, \$0.50/kw up to 200 kw minimum fee of:	\$5.00
Electric space heating systems per kw	\$5.00
Heating devices, miscellaneous	\$5.00
Power receptacles – 230 volts or over, thru 30 amperes	\$6.00
Power receptacles – 230 volts or over, over 30 amperes	\$10.00
Wireways, busways, underfloor raceways or auxiliary gutters (per LF)	\$0.50
Strip lighting, plug-in strip, or similar system (per LF)	\$0.50
Exterior lighting – COMMERCIAL (per fixture)	\$6.00
X-ray machines, motion picture machines	\$10.00
Fire alarm panel	\$40.00
Signs, electric	\$15.00
Swimming pool wiring	\$50.00
Reinspection fee	\$40.00
Total is the sum or all above OR \$50.00, whichever is greater.	\$50.00
MINIMUM PERMIT FEE IS	\$50.00

DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. **TRIPLE FEES** for Subsequent Offenses.

PLUMBING

Bath Tubs	\$10.00
Floor Drain	\$10.00
Laundry Tubs	\$10.00
Drinking Fountains	\$10.00
Grease Traps	\$10.00
Automatic Washer Connections	\$10.00
Sinks	\$10.00
Shower	\$10.00
Water Closets/Urinals	\$10.00
Dishwasher	\$10.00
Disposal	\$10.00
Water Heater (New)	\$10.00
Sump Pump	\$10.00
Hose Bids	\$10.00
Reverse Osmosis	\$10.00
Softener Connections	\$10.00
Credit Meters/Back Flow	\$10.00
EXTERTIOR Conn-Sanitary Sewer	\$50.00
EXTERTIOR Conn-Storm Sewer	\$50.00
EXTERTIOR Water Service-Less than 2"	\$50.00
EXTERTIOR Water Service-More than 2"	\$50.00
INTERIOR Conn-Sanitary Sewer	\$50.00
INTERIOR Conn-Storm Sewer (sump)	\$50.00
Ejector Pump	\$50.00
Catch Basins/Man Holes	\$30.00
Fire Sprinkler System (plus .30 per sprinkler head)	\$50.00
MINIMUM PERMIT FEE IS	\$35.00

DOUBLE FEES will be assessed to any person, company or corporation who fails to obtain a permit before work has begun, except in emergency cases where the Building Inspection Office has been notified of the emergency and has determined it to be. **TRIPLE FEES** for Subsequent Offenses.

FIRE INSPECTION FEES

Square feet	Fee per year
Residential buildings with no inspectable common areas – exterior inspection only	\$15.00 per year
Under 1,000 square feet	\$15.00 per year
1,001 - 5,000 square feet	\$25.00 per year
5,001 - 10,000 square feet	\$50.00 per year
10,001 - 20,000 square feet	\$100.00 per year

20,001 - 30,000 square feet	\$150.00 per year
30,001 - 40,000 square feet	\$200.00 per year
40,001 - 50,000 square feet	\$300.00 per year
50,001 - 75,000 square feet	\$400.00 per year
75,001 - 100,000 square feet	\$500.00 per year
Over 100,000 square feet	\$1,000.00 per year
FIRE DEPARTMENT FALSE ALARM FEES	
First two false alarms for a location	no charge
Third false alarm per location	\$150.00
Fourth false alarm per location	\$250.00
Fifth and subsequent false alarm per location	\$400.00
POLICE DEPARTMENT FALSE ALARM FEES	
First three false alarms for a location	no charge
Fourth false alarm per location	\$40.00
Fifth false alarm per location	\$50.00
Sixth and subsequent false alarm per location	\$65.00

CITY OF CEDARBURG

MEETING DATE: December 11, 2023

ITEM NO: 8.K.

TITLE: Discussion and possible action on use of American Rescue Plan (ARP) Funds for Audio upgrades to the Council Chambers.

ISSUE SUMMARY:

With the continued use of zoom for meetings there is a need to upgrade the sound system to enable the zoom participants to better hear the meetings. The upgrade would include a direct line from the microphones to the zoom platform which would ensure that meeting participants would be able to clearly hear what is being said.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: \$18,981.97 – ARPA Funds. Available ARPA funds not allocated - \$19,009.95.

ATTACHMENTS: Council Chambers Audio Upgrade Quote, ARPA Funds Allocations

INITIATED/REQUESTED BY: Common Council

FOR MORE INFORMATION CONTACT: Administrator Mikko Hilvo

CITY OF CEDARBURG						
ARPA EXPENDITURES						
Current Reporting Period: 4/1/2023-3/31/2024						
(updated 11/2/23)						
PROJECT	DESCRIPTION	APPROVED ALLOCATION	EXPENDITURES 3/3/21-3/31/22	EXPENDITURES 4/1/22-3/31/23	EXPENDITURES 4/1/23-3/31/24	TOTAL SPENT
BUSINESS ASSISTANCE	SMALL BUSINESS HELP	\$ 22,264.00	\$ 21,638.34	\$ -		\$ 21,638.34
	BUSINESS GRANTS FOR IMPROVEMENTS	\$ 60,000.00	\$ -	\$ 14,857.15	\$ 4,750.00	\$ 19,607.15
NON-PROFITS	CEDARBURG CHAMBER OF COMMERCE	\$ 60,000.00	\$ -	\$ 60,000.00		\$ 60,000.00
CITY DEPARTMENT	PARKS AND RECREATION - BALL DIAMOND REPAIRS	\$ 10,000.00	\$ -	\$ 2,851.59	\$ 3,614.90	\$ 6,466.49
	CITY OF CEDARBURG - PARK UPGRADE	\$ 100,000.00	\$ -	\$ 100,000.00		\$ 100,000.00
	LIBRARY - CHROMEBOOKS	\$ 4,416.79	\$ -	\$ 4,416.79		\$ 4,416.79
	LIBRARY - INTERNET WORKSTATIONS	\$ 6,980.00	\$ -	\$ 6,980.00		\$ 6,980.00
	LIBRARY - ELECTRONIC BOOK DROP	\$ 60,000.00	\$ -	\$ 60,000.00		\$ 60,000.00
	PARKS AND RECREATION - INTERURBAN TRAIL	\$ 95,000.00	\$ -	\$ 74,128.00	\$ 1,464.90	\$ 75,592.90
	LIBRARY - SELF-CHECKOUT MACHINES	\$ 18,941.09	\$ -	\$ 18,941.09		\$ 18,941.09
	FIRE DEPARTMENT - NEW RADIO	\$ 1,604.95	\$ 1,604.95	\$ -		\$ 1,604.95
	FIRE DEPARTMENT - HAZARD PAY	\$ 42,058.86	\$ 42,058.86	\$ -		\$ 42,058.86
	FIRE DEPARTMENT - LOCKER ROOM	\$ 27,457.78	\$ 27,457.78	\$ -		\$ 27,457.78
	POLICE DEPARTMENT - PATROL VEHICLES	\$ 49,934.04	\$ 49,934.04	\$ -		\$ 49,934.04
	LEAD PIPE REPAIRS	\$ 118,049.30	\$ -	\$ 111,361.98		\$ 111,361.98
	CLERKS/ELECTIONS - BADGER BOOKS	\$ 25,000.00	\$ -	\$ 25,000.00		\$ 25,000.00
	ENGINEERING - PLOTTER	\$ 9,000.00	\$ -	\$ 8,655.00		\$ 8,655.00
	CITY HALL - AC UNIT	\$ 160,000.00	\$ -	\$ 160,000.00		\$ 160,000.00
	DPW - SWEEPER/SCRUBBER	\$ 88,005.00	\$ -	\$ 88,005.00		\$ 88,005.00
	EHLERS - SERVICES	\$ 2,000.00	\$ 625.00	\$ 126.25		\$ 751.25
	POLICE DEPARTMENT - RIOT GEAR	\$ 9,850.00	\$ -	\$ 9,850.00		\$ 9,850.00
	COUNCIL CHAMBER - AUDIO	\$ 1,018.08	\$ -	\$ 1,018.08		\$ 1,018.08
	CPD Overtime-Memorial Day & 4th of July Parades	\$ 10,385.96	\$ -	\$ 10,385.96		\$ 10,385.96
	PD FESTIVAL WAGES	\$ 10,000.00	\$ -	\$ 10,000.00		\$ 10,000.00
	DPW Overtime-Memorial Day Parade	\$ 3,629.44	\$ -	\$ 3,629.44		\$ 3,629.44
	Inspection Software	\$ 8,250.00	\$ -	\$ 3,625.00	\$ 5,066.00	\$ 8,691.00
	EMS Oversight Agreement	\$ 140,000.00	\$ -	\$ -	\$ 73,000.00	\$ 73,000.00
	Engineered Security - DPW gate	\$ 20,000.00	\$ -	\$ -	\$ 10,869.63	\$ 10,869.63
	Fire-EMS Referendum	\$ 31,614.00	\$ -	\$ -	\$ 4,899.96	\$ 4,899.96
TOTAL		\$ 1,195,459.29	\$ 143,318.97	\$ 773,831.33	\$ 103,665.39	\$ 1,020,815.69
	TOTAL AVAILABLE	\$ 1,214,469.24				
	TOTAL ALLOCATED	\$ 1,195,459.29				
	Funds not allocated	\$ 19,009.95				

City Hall Chambers

City of Cedarburg



Presented By:



Madison Office
5404 Voges Rd.
Madison, WI, 53718
(608) 831 - 5012

Milwaukee Office
1207 West Canal Street
Milwaukee, WI 53233
(414) 797 - 0667

Appleton Office
1899 Progress Way
Kaukauna, WI 54130
(920) 570 - 4880

Wausau Office
200 Paper Place
Mosinee, WI 54455
(715) 241-8332

Modified: 12/8/2023
Revision: 2



**Cedarburg
City Hall Chambers
Audio Upgrades**

Scope of Work

Goals of the System Design:

- User Friendly/Flexible
- Common Feel – Uniformity
- Universal/Scalable
- Proven Technology/Uptime Availability

The following equipment adds digital audio upgrades and video conferencing functionality to the City Hall Chambers.

City Hall Chambers

This space can be used for court hearings, city meetings, and presentations with video conferencing. This system will function as Bring-Your-Own-Device (laptop) with USB connectivity to Microphones, Camera, and Speakers to use with Teams/Zoom, etc.

Automation Arts will Provide and install and commission the following:

USB Connectivity

- (1) QSC USB I/O for Laptop USB Connection
 - Located at display location where laptop currently sits
 - 1 Provides USB connection to laptop to access Microphones and Speakers
 - 2 Client provided WIFI and network connection

Control

- (1) Client Provided iPad with custom user interface for Audio with following controls:
 - USB – Volume/mute
 - 1 Microphones- Individual Volumes/mutes on settings page
 - 2 Master Mic Volume/Mute All
 - 3 Displays on/off
 - 4 System on/off

Audio

- (1) QSC Processor for Audio, Cameras, USB and Control
- (1) QSC Amplifier



- (11) Shure Tabletop Microphones with on/off push button
 - Replace current tabletop mics in same locations
- (2) Shure Wireless Handheld Microphones
- (4) OFE Speakers - Reuse existing speakers and connect to new amp

Head End

- (1) Wall Mounted Rack with rear access.
- (1) Network switch
- (1) Power Supply

Out of Scope

City of Cedarburg is responsible for the following:

- All Electrical requirements for all AV system equipment
- Any electrical Conduit for AV cabling coordinated with Automation Arts and installed by client provided Electrician.
- Displays on Carts
- Existing wiring for Speakers and microphones
- Building Network connection to AV Rack in chambers and IPAD access to WIFI network

Thank you for the opportunity to provide a quote for your system upgrades.

Tony Anders
Account Executive
Automation Arts – Fox Valley Office

Client: Mikko Hilvo

Date:



Unassigned

Connectivity



1 **QSC I/O-USB Bridge**

AV-to-USB bridge

- 1 Automation Arts Programming - 0.25 hr
Programming labor performed by Automation Arts programming team
- 1 Automation Arts System Configuration - 0.25 hr
System configuration and calibration tasks performed by a commissioning agent
- 1 SnapAV B-USB2-AB-2M
Binary™ Reversible USB 2.0 A (Male) to B (Male) 2m (6.56 ft)

- 120 SnapAV NST-CAT6PL-1000-BLU
CAT6 Plenum 550MHz Unshielded 23/4 CMP-Rated Wire - Blue

Connectivity Total: \$2,332.14

Control

1 **Client Provided iPad**

Integrate with client provided iPad for control of your system.

Control Total: \$1,228.50

Unassigned Total: \$3,560.64

City Hall: Chambers

Microphones

2 **Shure BLX24R/SM58-H9**

Wireless Handheld Microphone System - H9 Band



11 **Shure MX412D/S**

12" Microflex Supercardioid Gooseneck Microphone with Desktop Base, 10 ft Cable

Microphones Total: \$5,248.33

Head End



1 **Middle Atlantic EWR-8-17SD**

EWR series sectional wall mount rack, solid front door, 17" deep, 8 space



2 Middle Atlantic EB1
EB series flanged panel, 1RU, black powder coat finish

1 Middle Atlantic LBP-1A
Lace Bar L-Shaped - 10 Pieces

1 Middle Atlantic PD-915R
Rackmount Power, 9 Outlet, 15A w/ Basic Surge



1 **Netgear GSM4210PD-100NAS**
AV Line M4250 Series Managed Switch 8-port 10/100/1000 PoE+ (220W) 1 x 1Gig SFP Port

1 Automation Arts System Configuration - 2 hrs
System configuration and calibration tasks performed by a commissioning agent

1 SnapAV WP-PC-CAT6-7FT-BLK
Wirepath™ Cat 6 7ft Ethernet Patch Cable (Black)

1 **QSC CORE 110f v2**
Unified Core with 24 local audio I/O channels,

1 Automation Arts System Configuration - 8 hrs
System configuration and calibration tasks performed by a commissioning agent

1 QSC SL-QUD-110-P
Q-SYS Core 110 UCI Deployment Software License (User Interface)

2 SnapAV WP-PC-CAT6-5FT-BLK
Wirepath™ Cat 6 5ft Ethernet Patch Cable (Black)



1 **QSC SPA2-60**
2 x 60 Watt Stereo Amplifier (250 Watt 70V in bridged mode)

Head End Total: \$9,767.91

City Hall: Chambers Total: \$15,016.24

Service & Project Expenses

Unassigned

1 **Automation Arts Surcharge**
Shipping, Handling, Logistics

Unassigned Total: \$405.09



Service & Project Expenses Total: \$405.09

Project Subtotal: \$18,981.97



Proposal Summary

Total Installation Price:	\$18,981.97
Grand Total**:	\$18,981.97

**The pricing above does not include taxes.

Payment Schedule	Amount	Due Date
Downpayment 1	\$14,236.48	
Downpayment 2	\$2,847.30	
Final Payment	\$1,898.19	

**Proposal is valid for 15 days from delivery and will expire on: 12/23/2023

City Hall Chambers

City of Cedarburg

W63N645 Washington Ave.
Cedarburg, WI 53012

Revision: 2

Modified: 12/8/2023

Presented By:

Automation Arts

5404 Voges Rd.
Madison, WI 53718 US
(608) 831-5012
<http://www.automationarts.com>



TERMS AND CONDITIONS

1. Contract Terms. These terms and conditions (the "Terms") and the accompanying proposal (the "Proposal" and collectively, with the Terms, this "Agreement") comprise the entire agreement between Automation Arts, LLC ("Automation Arts") and you ("Customer") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Proposal, these Terms shall govern, unless the Proposal expressly states that the terms and conditions of the Proposal shall control. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services or equipment to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services. Automation Arts shall provide the services (the "Services") and equipment and systems ("Equipment") to Customer as described in the Proposal in accordance with these Terms.

3. Performance Dates. Automation Arts shall use reasonable efforts to meet any performance dates specified in the Proposal, and any such dates shall be estimates only.

4. Customer's Obligations. Customer shall: (i) cooperate with Automation Arts in all matters relating to the Services and the Equipment and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Automation Arts, for the purposes of performing the Services and delivering the Equipment; (ii) respond promptly to any Automation Arts request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Automation Arts to perform Services and deliver Equipment in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer's Acts or Omissions. If the performance of Automation Arts of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Automation Arts shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Change Orders:

(a) If either party wishes to change the scope or performance of the Services or modify the Equipment is to be delivered, that party shall submit details of the requested change to the other party in writing. Automation Arts shall, within a reasonable time after

such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 27.

(c) Notwithstanding Section 6(a) and Section 6(b), Automation Arts may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Proposal.

(d) Automation Arts may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Proposal.

7. Fees and Expenses; Payment Terms; Late Payments. In consideration of the provision of the Services and Equipment by Automation Arts and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Proposal. Customer agrees to reimburse Automation Arts for all reasonable travel and out-of-pocket expenses incurred by Automation Arts in connection with the performance of the Services and delivery of the Equipment. Customer shall pay all invoiced amounts due to Automation Arts in 30 days of Automation Arts' invoice. Customer shall make all payments hereunder in US dollars by wire transfer or check. In the event payments are not received by Automation Arts within 10 days after becoming due, Automation Arts may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month from the date such payment was due until the date paid; and (ii) suspend performance for all Services and delivery of all Equipment until payment has been made in full. All payments made by credit or debit card will be subject to an additional 2.5% surcharge.

8. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Automation Arts in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "Deliverables") shall be owned by Automation Arts. Automation Arts hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Customer shall own its Crestron Code upon full payment for delivered services. Any changes made to Crestron codes by another Integrator shall void any Automation Arts Warranty, and will be subject to a T&M evaluation to fix, or correct programming code.

10. Confidential Information. All non-public, confidential or proprietary information of Automation Arts, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Automation Arts to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Automation Arts. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. Automation Arts shall be entitled to injunctive relief for any violation of this Section. The confidentiality obligations as provided for under this Section 10 will expire three years from the date Automation Arts completes the Services.

11. Warranty. Automation Arts warrants to Customer that subject to the terms hereof (the "Warranty"): (a) for a period equal to 90 days from the date of delivery to Customer the Services provided by Automation Arts will be in a workmanlike manner free of material defects and (b) for a period equal to one year from the date of delivery to Customer the Equipment provided by Automation Arts will be free from material defects under normal use and service, except that with respect to any components or other parts included in the Equipment that are subject to a manufacturer's warranty, the warranty provided by Automation Arts will equal to the earlier of 90 days from the date of delivery to Customer or the expiration of any applicable manufacturer's warranty. This warranty is not transferable by Customer to any third-party and is as stated herein unless otherwise agreed to in writing.

(a) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision on the products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act.

Automation Arts shall not be liable for a breach of the warranty set forth in this Section unless Customer gives written notice of the defective Services or Equipment, reasonably described, to Automation Arts within 30 days of the time when Customer discovers or ought to have discovered that the Equipment or Services were defective. Subject to this Section, Automation Arts shall, in its sole

discretion, either: (i) repair or re-perform such Services or Equipment; or (ii) credit or refund the price of such Services or Equipment at the pro rata contract rate. If a warranty is offered by the manufacturer of any Equipment or parts thereto, such warranty information, if available, will be included with the Equipment.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND AUTOMATION ARTS' ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

The Warranty does not apply to any parts of other Equipment provided by Customer. The Warranty does not apply to expendable or consumable parts or items. The Warranty does not apply to any negligent, reckless, or intentional alteration, misapplication, misuse or abuse by any person or entity other than Automation Arts or its authorized service representatives.

Workmanship warranty of physically installed items will be a standard one year warranty. This would include misinstalltion of a product, that causes damage or harm to the structure in which it is attached to. Automation Arts personnell shall possess the requisite level of training, skill, and experience to address the requisite tasks efficiently and will perform installations and services ina professional and workmanlike manner consistent with the generally accepted industry standards.

12. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11 AUTOMATION ARTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR EQUIPMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Limitation of Liability. IN NO EVENT SHALL AUTOMATION ARTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUTOMATION ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AUTOMATION ARTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO AUTOMATION ARTS FOR THE SERVICES AND EQUIPMENT.

14. Indemnification. Customer shall defend, indemnify and hold harmless Automation Arts, its subsidiaries, affiliates, successors or assigns and its respective members, managers, and employees and Automation Arts' customers against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder arising out of or related to the Customer's negligence, willful misconduct, or breach of any provision of this Agreement

15. Termination. In addition to any remedies under this Agreement, Automation Arts may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) ceases to do business or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. Insurance. During the term of this Agreement, Automation Arts shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with financially sound and reputable insurers.

17. Waiver. No waiver by Automation Arts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Automation Arts. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Force Majeure. Automation Arts shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Automation Arts including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Automation Arts. Any purported assignment or delegation in violation of this Section is void. No assignment or

delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. Except as set forth in Section 14, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be exclusively instituted in the courts of the State of Wisconsin in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, that shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms, which by their nature should survive and apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

26. Waiver of Jury Trial. ANY DISPUTE THAT MAY ARISE UNDER THESE TERMS AND CONDITIONS, YOUR ORDER, OR THE SERVICES IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, CUSTOMER AND AUTOMATION ARTS IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT WE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THIS AGREEMENT, OR THE SERVICES.

27. Amendment and Modification. This Agreement may be amended or modified only by written amendment by an authorized representative of each party.

Payment Schedule	Amount	Due Date
Downpayment 1	\$14,236.48	
Downpayment 2	\$2,847.30	
Final Payment	\$1,898.19	

Client: Mikko Hilvo

Date:

Contractor: Automation Arts

Date:

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 1/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/22/2023	PWBDD	45420	ABLE DISTRIBUTING	REPAIR AND MAINTENANCE	500240	555510	45.49
11/22/2023	PWBDD	45424*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522310	140.64
				TELEPHONE/COMMUNICATIONS	500225	533210	105.06
				TELEPHONE/COMMUNICATIONS	500225	533210	77.16
				TELEPHONE/COMMUNICATIONS	500225	555510	91.57
				CHECK PWBDD 45424 TOTAL FOR FUND 100:			414.43
11/22/2023	PWBDD	45427	BAYCOM INC	REPAIR AND MAINTENANCE	500240	522110	3,000.00
11/22/2023	PWBDD	45429	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	2.14
				MAINTENANCE PARTS	500353	533210	11.24
				MAINTENANCE PARTS	500353	533210	1.73
				CHECK PWBDD 45429 TOTAL FOR FUND 100:			15.11
11/22/2023	PWBDD	45431*#	CEDAR CORPORATION	MAINT/CONTRACTED SERVICES	500290	533720	4,800.00
11/22/2023	PWBDD	45432	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	2,053.92
11/22/2023	PWBDD	45433*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	513100	9.15
				TELEPHONE/COMMUNICATIONS	500225	513200	9.14
				TELEPHONE/COMMUNICATIONS	500225	514100	38.33
				INTERNET	500220	514700	1,100.29
				TELEPHONE/COMMUNICATIONS	500225	515400	15.75
				TELEPHONE/COMMUNICATIONS	500225	515600	23.15
				TELEPHONE/COMMUNICATIONS	500225	518100	49.99
				TELEPHONE/COMMUNICATIONS	500225	518100	62.00
				TELEPHONE/COMMUNICATIONS	500225	522310	15.75
				INTERNET	500220	522410	149.98
				TELEPHONE/COMMUNICATIONS	500225	522410	23.00
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	163.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.25
				INTERNET	500220	555510	163.98

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 2/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				INTERNET	500220	555510	107.98
				INTERNET	500220	555510	127.97
				TELEPHONE/COMMUNICATIONS	500225	566310	15.75
				CHECK PWBDD 45433 TOTAL FOR FUND 100:			2,144.84
11/22/2023	PWBDD	45434	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	120.00
11/22/2023	PWBDD	45436*#	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	43.98
				OFFICE SUPPLIES	500310	515600	22.37
				OFFICE SUPPLIES	500310	515600	(22.97)
				CHECK PWBDD 45436 TOTAL FOR FUND 100:			43.38
11/22/2023	PWBDD	45437	CULLIGAN OF WEST BEND	MAINTENANCE SUPPLIES	500340	522100	114.15
11/22/2023	PWBDD	45438#	DIGITAL EDGE OF GRAFTON	PRINTING-NEWSLETTERS, ETC	500313	522110	100.00
				OFFICE SUPPLIES	500310	522310	43.50
				OPERATING SUPPLIES	500350	533210	43.50
				CHECK PWBDD 45438 TOTAL FOR FUND 100:			187.00
11/22/2023	PWBDD	45440	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	295.50
11/22/2023	PWBDD	45441	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	304.70
				MAINTENANCE PARTS	500353	533210	109.74
				MAINTENANCE PARTS	500353	533210	413.30
				CHECK PWBDD 45441 TOTAL FOR FUND 100:			827.74
11/22/2023	PWBDD	45442#	FIRST ADVANTAGE OCC HEALTH SVC	DUE FROM LIGHT & WATER	156200	000000	107.25
				PROFESSIONAL SERVICES	500210	533210	107.25
				CHECK PWBDD 45442 TOTAL FOR FUND 100:			214.50
11/22/2023	PWBDD	45443	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	29.29
				GAS AND OIL EXPENSE	500351	522120	51.66
				CHECK PWBDD 45443 TOTAL FOR FUND 100:			80.95

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 3/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/22/2023	PWBDD	45444	FORWARD TS	EQUIPMENT OUTLAY	500385	514700	15.40
				EQUIPMENT OUTLAY	500385	514700	13.10
				CHECK PWBDD 45444 TOTAL FOR FUND 100:			28.50
11/22/2023	PWBDD	45445	GUETZKE & ASSOCIATES, INC.	REPAIR AND MAINTENANCE	500240	522100	491.80
11/22/2023	PWBDD	45446	HENRY J DERLER	PROFESSIONAL SERVICES	500210	522310	960.00
11/22/2023	PWBDD	45447*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	3,367.40
				ATTORNEY/CONSULTANT	500212	522110	279.50
				ATTORNEY/CONSULTANT	500212	522110	848.00
				CHECK PWBDD 45447 TOTAL FOR FUND 100:			4,494.90
11/22/2023	PWBDD	45452	LOCHEN EQUIPMENT	EQUIPMENT OUTLAY	500380	533450	681.84
11/22/2023	PWBDD	45455	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	218.81
				MAINTENANCE PARTS	500353	533210	56.44
				MAINTENANCE PARTS	500353	533210	31.92
				CHECK PWBDD 45455 TOTAL FOR FUND 100:			307.17
11/22/2023	PWBDD	45456#	NASSCO, INC.	OPERATING SUPPLIES	500350	518100	2,052.57
				OFFICE SUPPLIES	500310	522130	71.88
				CHECK PWBDD 45456 TOTAL FOR FUND 100:			2,124.45
11/22/2023	PWBDD	45458	ODP BUSINESS SOLUTIONS	MAINTENANCE SUPPLIES	500340	522100	299.27
11/22/2023	PWBDD	45459*#	OLSEN'S PIGGLY WIGGLY	SUPPLIES AND EXPENSES	500347	522110	52.97
11/22/2023	PWBDD	45460	ONTECH SYSTEMS, INC	REPAIR AND MAINTENANCE	500240	522110	80.00
11/22/2023	PWBDD	45465	REDISHRED ACQUISITION INC	PROFESSIONAL SERVICES	500210	515600	57.20
11/22/2023	PWBDD	45468	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE PARTS	500353	533210	670.54
11/22/2023	PWBDD	45469#	RUDIG TROPHIES	OFFICE SUPPLIES	500310	515600	22.31
				OFFICE SUPPLIES	500310	522310	22.32
				OFFICE SUPPLIES	500310	533110	22.31

12/06/2023 12:10 PM
User: mrusso
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 4/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 45469 TOTAL FOR FUND 100:			66.94
11/22/2023	PWBDD	45470#	SIRCHIE	K-9 UNIT EXPENSE	500352	522120	114.62
				OFFICE SUPPLIES	500310	522130	247.20
				CHECK PWBDD 45470 TOTAL FOR FUND 100:			361.82
11/22/2023	PWBDD	45473	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	21.03
				MAINTENANCE PARTS	500353	533210	43.50
				MAINTENANCE PARTS	500353	533210	(26.21)
				CHECK PWBDD 45473 TOTAL FOR FUND 100:			38.32
11/22/2023	PWBDD	45474*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
11/22/2023	PWBDD	45476	WAYSIDE NURSERIES, INC.	DEVELOPERS DEPOSIT-TREE PLNTG	239837	000000	6,840.00
11/22/2023	PWBDD	45477	WISCONSIN DEPT OF JUSTICE	OFFICE SUPPLIES	500310	522110	70.00
11/22/2023	PWBDD	45478	WISCONSIN TRAFFIC SAFETY	TRAVEL & TRAINING	500330	522120	250.00
12/01/2023	PWBDD	45481	AFFORDABLE AUTOMOTIVE GLASS LLC	MAINTENANCE PARTS	500353	533210	599.95
12/01/2023	PWBDD	45486*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	94.15
				TELEPHONE/COMMUNICATIONS	500225	522110	102.06
				TELEPHONE/COMMUNICATIONS	500225	533210	88.15
				CHECK PWBDD 45486 TOTAL FOR FUND 100:			284.36
12/01/2023	PWBDD	45487*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,192.10
				TELEPHONE/COMMUNICATIONS	500225	522410	116.08
				CHECK PWBDD 45487 TOTAL FOR FUND 100:			1,308.18
12/01/2023	PWBDD	45488	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	522130	50.00
12/01/2023	PWBDD	45489	BADGER TRUCK CENTER, INC.	MAINTENANCE PARTS	500353	533210	3,875.00
12/01/2023	PWBDD	45493*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	5.62
				MAINTENANCE PARTS	500353	533210	49.71

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 5/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 45493 TOTAL FOR FUND 100:			55.33
12/01/2023	PWBDD	45496	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	518100	19.56
12/01/2023	PWBDD	45499	CATALIS TAX & CAMA, INC	PROFESSIONAL SERVICES	500210	515400	6,262.50
				PROFESSIONAL SERVICES	500210	515400	6,262.50
				CHECK PWBDD 45499 TOTAL FOR FUND 100:			12,525.00
12/01/2023	PWBDD	45500#	CEDARBURG CHAMBER OF COMMERCE	TRAVEL & TRAINING	500330	511100	150.00
				OTHER EXPENSES	500390	513100	250.00
				PROFESSIONAL SERVICES	500210	519200	50.00
				LEADERSHIP DEVELOPMENT	500335	519200	400.00
				CHECK PWBDD 45500 TOTAL FOR FUND 100:			850.00
12/01/2023	PWBDD	45504	COMPASS MINERALS AMERICA, INC	SNOW AND ICE MATERIALS	500450	533450	21,968.82
12/01/2023	PWBDD	45505	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	35.18
12/01/2023	PWBDD	45510	DIANE REDMAN	PROFESSIONAL SERVICES - QIGONGQ	500210	555140	12.00
12/01/2023	PWBDD	45514	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - CHAIR YOGA SUB	500210	555140	42.67
				PROFESSIONAL SERVICES - TAIJI NOVEMBER	500210	555140	179.20
				CHECK PWBDD 45514 TOTAL FOR FUND 100:			221.87
12/01/2023	PWBDD	45526	JOE JACOBS	PROFESSIONAL SERVICES	500210	522310	440.00
12/01/2023	PWBDD	45544	MOTION & CONTROL ENTERPRISES LLC	MAINTENANCE PARTS	500353	533210	75.60
				MAINTENANCE PARTS	500353	533210	101.16
				CHECK PWBDD 45544 TOTAL FOR FUND 100:			176.76
12/01/2023	PWBDD	45546*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	6.84
				MAINTENANCE PARTS	500353	533210	19.49
				CHECK PWBDD 45546 TOTAL FOR FUND 100:			26.33
12/01/2023	PWBDD	45549	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	533110	18.99

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 6/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
12/01/2023	PWBDD	45551	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	750.00
				PROFESSIONAL SERVICES	500210	514700	385.00
				CHECK PWBDD 45551 TOTAL FOR FUND 100:			1,135.00
12/01/2023	PWBDD	45556#	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	7,259.92
				FUEL INVENTORY	161500	000000	4,061.76
				GAS AND OIL EXPENSE	500351	533210	229.00
				GAS AND OIL EXPENSE	500351	533210	1,149.97
				CHECK PWBDD 45556 TOTAL FOR FUND 100:			12,700.65
12/01/2023	PWBDD	45559	SIRCHIE	OFFICE SUPPLIES	500310	522130	15.75
12/01/2023	PWBDD	45561	TAKAKO WILLDEN	PROFESSIONAL SERVICES - CHAIR YOGA	500210	555140	85.34
12/01/2023	PWBDD	45562	TAPCO, INC	SIGNS	500363	533311	326.85
12/01/2023	PWBDD	45565	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	513.36
12/01/2023	PWBDD	45566	TSR SOLUTIONS, INC.	EQUIPMENT/SOFTWARE	500380	514700	87.50
12/01/2023	PWBDD	45568	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	65.65
12/01/2023	PWBDD	45571*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	214.59
				NATURAL GAS-0713912926-00006	500224	518100	192.81
				NATURAL GAS-0713912926-00001	500224	518100	244.73
				NATURAL GAS-0711276804-00002	500224	522100	537.45
				NATURAL GAS-0711276804-00001	500224	522100	13.60
				NATURAL GAS-0713912926-00004	500224	522410	17.19
				NATURAL GAS-0713912926-00009	500224	533210	140.52
				NATURAL GAS-0707973696-00001	500224	555510	34.25
				NATURAL GAS-0719886467-00001	500224	555510	91.70
				CHECK PWBDD 45571 TOTAL FOR FUND 100:			1,486.84
12/01/2023	PWBDD	45574	WISCONSIN HUMANE SOCIETY	ANIMAL POUND	500213	522110	385.00
12/01/2023	PWBDD	45575#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	44,665.76
				MAINT/CONTRACTED SERVICES	500290	533730	21,629.66

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 7/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK PWBDD 45575 TOTAL FOR FUND 100:			66,295.42
12/01/2023	PWBDD	45578	REGISTER OF DEEDS	RECORDING FEES	500311	514100	120.00
12/04/2023	PWBDD	45579	BEAR GRAPHICS, INC.	OFFICE SUPPLIES	500310	514200	319.95
12/04/2023	PWBDD	45580	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	73.50
				OFFICE SUPPLIES	500310	515600	68.24
				CHECK PWBDD 45580 TOTAL FOR FUND 100:			141.74
12/06/2023	PWBDD	45582	OZAUKEE COUNTY TREASURER	DUE TO COUNTY - DOG LICENSES	243300	000000	1,068.50
Total for fund 100 GENERAL FUND							159,513.26
Fund: 220 RECREATION PROGRAMS FUND							
11/22/2023	PWBDD	45433*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
11/22/2023	PWBDD	45453	MASTER PRINTWEAR	POMS EXPENSES	500394	555390	260.00
12/01/2023	PWBDD	45479	AARON WARTICK	CIVIC BAND EXPENSES	500386	555390	30.00
12/01/2023	PWBDD	45485	ANDREA SCHMIDT	CIVIC BAND EXPENSES	500386	555390	64.00
12/01/2023	PWBDD	45492	BETH THIERFELDER	CIVIC BAND EXPENSES	500386	555390	378.00
12/01/2023	PWBDD	45494	BILL BOERGER	CIVIC BAND EXPENSES	500386	555390	125.00
12/01/2023	PWBDD	45495	BILL STONE	CIVIC BAND EXPENSES	500386	555390	102.00
12/01/2023	PWBDD	45498	BRAD DIAMOND	CIVIC BAND EXPENSES	500386	555390	127.00
12/01/2023	PWBDD	45502	CHUCK LANGFORD	CIVIC BAND EXPENSES	500386	555390	140.00
12/01/2023	PWBDD	45507	DAVE BROWN	CIVIC BAND EXPENSES	500386	555390	10.00
12/01/2023	PWBDD	45508	DAVID RIDGELY	CIVIC BAND EXPENSES	500386	555390	20.00
12/01/2023	PWBDD	45511	DOUGLAS YIP	CIVIC BAND EXPENSES	500386	555390	83.00
12/01/2023	PWBDD	45517	ERIC LANG	CIVIC BAND EXPENSES	500386	555390	158.00
12/01/2023	PWBDD	45522	HEIDI HINCK	CIVIC BAND EXPENSES	500386	555390	108.00
12/01/2023	PWBDD	45523	HENRY VIELEHR	CIVIC BAND EXPENSES	500386	555390	10.00

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 8/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 220 RECREATION PROGRAMS FUND							
12/01/2023	PWBDD	45525	JENNIFER ANSELL	CIVIC BAND EXPENSES	500386	555390	10.00
12/01/2023	PWBDD	45528	JOSH LANG	CIVIC BAND EXPENSES	500386	555390	14.00
12/01/2023	PWBDD	45529	JUDY LANG	CIVIC BAND EXPENSES	500386	555390	75.00
12/01/2023	PWBDD	45530	KATHERINE IDLEMAN	CIVIC BAND EXPENSES	500386	555390	60.00
12/01/2023	PWBDD	45531	KATIE SCHILLING	CIVIC BAND EXPENSES	500386	555390	8.00
12/01/2023	PWBDD	45532	KELLY THIERFELDER	CIVIC BAND EXPENSES	500386	555390	15.00
12/01/2023	PWBDD	45534	KIM VIELEHR	CIVIC BAND EXPENSES	500386	555390	15.00
12/01/2023	PWBDD	45535	KRISTINE MORANO	CIVIC BAND EXPENSES	500386	555390	348.00
12/01/2023	PWBDD	45536	KURT EBERT	CIVIC BAND EXPENSES	500386	555390	35.00
12/01/2023	PWBDD	45537	LAURIE GREGORY	CIVIC BAND EXPENSES	500386	555390	115.00
12/01/2023	PWBDD	45539	LIESEL SCHILLING	CIVIC BAND EXPENSES	500386	555390	18.00
12/01/2023	PWBDD	45540	LINDA SCHMALZ	CIVIC BAND EXPENSES	500386	555390	89.00
12/01/2023	PWBDD	45541	MIKAYLA MORANO	CIVIC BAND EXPENSES	500386	555390	133.00
12/01/2023	PWBDD	45542	MIKE BESAW	CIVIC BAND EXPENSES	500386	555390	118.00
12/01/2023	PWBDD	45543	MISSY DEMCZAK	CIVIC BAND EXPENSES	500386	555390	117.00
12/01/2023	PWBDD	45547	NICOLE LANG	CIVIC BAND EXPENSES	500386	555390	158.00
12/01/2023	PWBDD	45554	PAUL SHORE	CIVIC BAND EXPENSES	500386	555390	83.00
12/01/2023	PWBDD	45558	SHARON THUROW	CIVIC BAND EXPENSES	500386	555390	34.00
12/01/2023	PWBDD	45560	STEVE ADGET	CIVIC BAND EXPENSES	500386	555390	67.00
12/01/2023	PWBDD	45563	TERESA JOSSIE	CIVIC BAND EXPENSES	500386	555390	18.00
12/01/2023	PWBDD	45567	TYLER MORANO	CIVIC BAND EXPENSES	500386	555390	25.00
12/01/2023	PWBDD	45569	WALTER SCHILLING	CIVIC BAND EXPENSES	500386	555390	102.00
12/01/2023	PWBDD	45572	WENDY WIDENER	CIVIC BAND EXPENSES	500386	555390	38.00

12/06/2023 12:10 PM

User: mrusso

DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE FROM 11/18/2023 - 12/06/2023

Banks: PWBDD

Page 9/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 220 RECREATION PROGRAMS FUND							
12/01/2023	PWBDD	45573	WILL BOERGER	CIVIC BAND EXPENSES	500386	555390	50.00
Total for fund 220 RECREATION PROGRAMS FUND							3,390.50
Fund: 231 AMERICAN RESCUE PLAN ACT							
12/01/2023	PWBDD	45538	LAWNSCAPERS, INC	GRANT EXPENDITURES	500331	566721	5,000.00
12/01/2023	PWBDD	45545	MUELLER COMMUNICATIONS, LLC	GRANT EXPENDITURES	500331	566721	705.70
Total for fund 231 AMERICAN RESCUE PLAN ACT							5,705.70
Fund: 232 DONATIONS							
11/22/2023	PWBDD	45423	ARMAG CORPORATION	PART ID 362436-1 AFT SPEC INDOOR	500352	522120	2,781.02
				PART ID 241812SD AFT SPEC STEEL DAY BOX	500352	522120	915.27
				PART ID 4 COMPLIANT PADLOCK	500352	522120	52.92
				FREIGHT	500352	522120	367.00
CHECK PWBDD 45423 TOTAL FOR FUND 232:							4,116.21
Total for fund 232 DONATIONS							4,116.21
Fund: 240 SWIMMING POOL FUND							
11/22/2023	PWBDD	45426	BASSETT MECHANICAL	PROFESSIONAL SERVICES	500210	555320	390.00
11/22/2023	PWBDD	45433*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	227.97
				TELEPHONE/COMMUNICATIONS	500225	555320	41.45
CHECK PWBDD 45433 TOTAL FOR FUND 240:							269.42
12/01/2023	PWBDD	45571*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	26.35
				NATURAL GAS-0719900042-00001	500224	555320	10.23
CHECK PWBDD 45571 TOTAL FOR FUND 240:							36.58
Total for fund 240 SWIMMING POOL FUND							696.00
Fund: 260 LIBRARY FUND							
11/22/2023	PWBDD	45433*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	202.96
11/22/2023	PWBDD	45448	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	970.94
11/22/2023	PWBDD	45451	KANOPY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	424.80
11/22/2023	PWBDD	45454	MIDWEST TAPE, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,032.39

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 10/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
11/22/2023	PWBDD	45467	RIVISTAS SUBSCRIPTION SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	5,826.77
12/01/2023	PWBDD	45484	AMAZON CAPITOL SERVICES	PROGRAM SUPPLIES	500308	555110	50.35
				PROGRAM SUPPLIES	500308	555110	50.20
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	181.45
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	42.91
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	45.23
				DONATION EXPENDITURES	500322	555110	50.91
				OPERATING SUPPLIES	500350	555110	323.27
				CHECK PWBDD 45484 TOTAL FOR FUND 260:			744.32
12/01/2023	PWBDD	45486*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
12/01/2023	PWBDD	45490	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	47.27
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	32.98
				DONATION EXPENDITURES	500322	555110	304.69
				DONATION EXPENDITURES	500322	555110	456.24
				DONATION EXPENDITURES	500322	555110	334.42
				CHECK PWBDD 45490 TOTAL FOR FUND 260:			1,175.60
12/01/2023	PWBDD	45512	E.L.S. LANDSCAPING & LAWN	MAINT/CONTRACTED SERVICES	500290	555110	776.00
12/01/2023	PWBDD	45524	JAMES IMAGING SYSTEMS, INC.	MAINT/CONTRACTED SERVICES	500290	555110	417.87
12/01/2023	PWBDD	45550*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	57.47
12/01/2023	PWBDD	45552	ORKIN COMMERCIAL SERVICES	MAINT/CONTRACTED SERVICES	500290	555110	92.99
12/01/2023	PWBDD	45555	PROQUEST LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	1,900.21
12/01/2023	PWBDD	45571*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	336.71
				Total for fund 260 LIBRARY FUND			14,089.49
Fund: 270 FIRE DEPT & EMS							
11/22/2023	PWBDD	45421	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	497.97
11/22/2023	PWBDD	45422	ANDRES MEDICAL BILLING	PROFESSIONAL SERVICES	500210	522500	4,017.59

12/06/2023 12:10 PM
User: mrusso
DB: Cedarburg

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 11/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS							
11/22/2023	PWBDD	45428	BEST HEATING & AIR CONDITION	OPERATING SUPPLIES	500350	522500	672.20
11/22/2023	PWBDD	45433*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	341.87
				TELEPHONE/COMMUNICATIONS	500225	522500	228.75
				TELEPHONE/COMMUNICATIONS	500225	522500	15.50
				CHECK PWBDD 45433 TOTAL FOR FUND 270:			586.12
11/22/2023	PWBDD	45439	EMR, LLC	REPAIR AND MAINTENANCE	500240	522500	1,462.46
11/22/2023	PWBDD	45449	JEFFREY VAHSHOLTZ	OPERATING EXPENSES	500235	522500	274.50
11/22/2023	PWBDD	45459*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	43.62
				OPERATING SUPPLIES	500350	522500	42.72
				OPERATING SUPPLIES	500350	522500	30.89
				CHECK PWBDD 45459 TOTAL FOR FUND 270:			117.23
11/22/2023	PWBDD	45463	POSTNET WI104	POSTAGE	500315	522500	40.17
11/22/2023	PWBDD	45464	QUALITY STATE OIL CO., INC.	GAS AND OIL EXPENSE	500351	522500	320.54
11/22/2023	PWBDD	45466	RICOH USA, INC.	MAINT/CONTRACTED SERVICES	500290	522500	54.13
11/22/2023	PWBDD	45471	TOMASO'S	OPERATING SUPPLIES	500350	522500	93.75
11/22/2023	PWBDD	45472	TOTAL ENERGY SYSTEMS	OPERATING SUPPLIES	500350	522500	750.00
11/22/2023	PWBDD	45474*#	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	522500	116.93
12/01/2023	PWBDD	45482	AIRGAS USA LLC	SUPPLIES AND EXPENSES	500347	522500	238.83
12/01/2023	PWBDD	45486*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	90.72
12/01/2023	PWBDD	45487*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	431.06
12/01/2023	PWBDD	45491	BATZNER PEST CONTROL	MAINT/CONTRACTED SERVICES	500290	522500	64.90
12/01/2023	PWBDD	45497	BMO HARRIS BANK N.A.	TELEPHONE/COMMUNICATIONS	500225	522500	37.96

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CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 12/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 FIRE DEPT & EMS				REPAIR AND MAINTENANCE	500240	522500	523.58
				OFFICE SUPPLIES	500310	522500	29.99
				CHECK PWBDD 45497 TOTAL FOR FUND 270:			591.53
12/01/2023	PWBDD	45506	CONWAY SHIELD	EQUIPMENT OUTLAY	500380	522500	6,794.00
12/01/2023	PWBDD	45509	DENISA DEMCZAK	TRAVEL & TRAINING	500330	522500	458.00
12/01/2023	PWBDD	45513	EAGLE ENGRAVING, INC	EQUIPMENT OUTLAY	500380	522500	150.95
12/01/2023	PWBDD	45515	EMERGENCY MEDICAL PRODUCTS	SUPPLIES AND EXPENSES	500347	522500	49.14
12/01/2023	PWBDD	45516	EMR, LLC	REPAIR AND MAINTENANCE	500240	522500	2,908.57
12/01/2023	PWBDD	45518	FIRE ENGINEERING	PROF PUBLICATIONS AND DUES	500320	522500	19.00
12/01/2023	PWBDD	45520	GALLS, LLC	UNIFORMS	500346	522500	95.12
				UNIFORMS	500346	522500	51.98
				CHECK PWBDD 45520 TOTAL FOR FUND 270:			147.10
12/01/2023	PWBDD	45521	GRAFTON FIRE DEPARTMENT	OPERATING SUPPLIES	500350	522500	308.00
12/01/2023	PWBDD	45527	JOIN THE FIRE SERVICE LLC	MAINT/CONTRACTED SERVICES	500290	522500	429.00
12/01/2023	PWBDD	45548	NORTH SHORE PHARMACY & COMPOUNDING	SUPPLIES AND EXPENSES	500347	522500	33.43
12/01/2023	PWBDD	45550*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	43.62
12/01/2023	PWBDD	45564	TOTAL ENERGY SYSTEMS	MAINT/CONTRACTED SERVICES	500290	522500	761.00
12/01/2023	PWBDD	45571*#	WE ENERGIES	NATURAL GAS 0713912926-0008	500224	522500	117.24
				NATURAL GAS 0713912926-00003	500224	522500	257.07
				CHECK PWBDD 45571 TOTAL FOR FUND 270:			374.31
12/01/2023	PWBDD	45576	WPP LLC	UNIFORMS	500346	522500	3,637.07
12/01/2023	PWBDD	45577	ZUERN BUILDING PRODUCTS	EQUIPMENT OUTLAY	500380	522500	139.98
				Total for fund 270 FIRE DEPT & EMS			26,673.80
Fund: 350 TIF DISTRICT FUND #4							

12/06/2023 12:10 PM
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 13/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 350 TIF DISTRICT FUND #4							
11/22/2023	PWBDD	45447*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	2,064.00
12/01/2023	PWBDD	45533	KEN WEIN	ATTORNEY/CONSULTANT	500212	566710	7,882.25
Total for fund 350 TIF DISTRICT FUND #4							9,946.25
Fund: 353 TIF DISTRICT #6							
11/22/2023	PWBDD	45447*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	2,279.10
Total for fund 353 TIF DISTRICT #6							2,279.10
Fund: 354 TIF DISTRICT #7							
11/22/2023	PWBDD	45461	PARISH SURVEY & ENGINEERING LLC	PROFESSIONAL SERVICES	500210	566710	2,936.25
Total for fund 354 TIF DISTRICT #7							2,936.25
Fund: 400 CAPITAL IMPROVEMENTS FUND							
11/22/2023	PWBDD	45430	BOEHLKE BOTTLED GAS CORP.	EQUIP REPLACEMENT	500880	533210	8,300.00
11/22/2023	PWBDD	45431*#	CEDAR CORPORATION	DUE FROM LIGHT & WATER	156200	000000	462.00
				STREET IMPROVEMENTS	500854	533311	912.00
				STORMWATER IMPROVEMENTS	500475	533440	294.00
				CHECK PWBDD 45431 TOTAL FOR FUND 400:			1,668.00
11/22/2023	PWBDD	45447*#	HOUSEMAN & FEIND, LLP	PROCHNOW	500841	533750	559.00
11/22/2023	PWBDD	45450	JOHN P. LOCHEN CO., INC.	DANUSER T3 POST POUNDER	500880	533210	3,500.00
11/22/2023	PWBDD	45462	PAYNE & DOLAN, INC.	STREET IMPROVEMENTS	500854	533311	314.76
11/22/2023	PWBDD	45475	VANTAGE FINANCIAL,LLC	DEBT SERVICE - PRINCIPAL	500610	581500	3,560.99
				DEBT SERVICE - INTEREST	500620	581500	47.01
				CHECK PWBDD 45475 TOTAL FOR FUND 400:			3,608.00
12/01/2023	PWBDD	45480	AECOM TECHNICAL SERVICES INC	NR216 COMPLIANCE	500472	533440	4,350.51
12/01/2023	PWBDD	45557	RAMBOLL AMERICAS ENGINEERING	DAM STUDIES	500874	533750	1,800.00
Total for fund 400 CAPITAL IMPROVEMENTS FUND							24,100.27
Fund: 601 WATER RECYCLING CENTER							
11/22/2023	PWBDD	45424*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	99.56

12/06/2023 12:10 PM
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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE FROM 11/18/2023 - 12/06/2023
Banks: PWBDD

Page 14/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
11/22/2023	PWBDD	45425	BADGER STATE WASTE, LLC	SLUDGE HAULING	500294	573825	23,209.76
11/22/2023	PWBDD	45431*#	CEDAR CORPORATION	COLLECTION MAINS AND ACCESS.	184313	000000	332.00
11/22/2023	PWBDD	45433*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	149.19
				TELEPHONE/COMMUNICATIONS	500225	573825	62.00
				CHECK PWBDD 45433 TOTAL FOR FUND 601:			211.19
11/22/2023	PWBDD	45435	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	118.81
11/22/2023	PWBDD	45436*#	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	573850	70.46
11/22/2023	PWBDD	45457	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	558.85
12/01/2023	PWBDD	45483	ALLIANCE TECHNOLOGY, LLC	COLLECTION SYSTEM MAINT	500360	573835	746.15
12/01/2023	PWBDD	45486*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
12/01/2023	PWBDD	45493*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	11.75
12/01/2023	PWBDD	45501	CEDARBURG LIGHT & WATER	L&W BILLING	500216	573850	11,710.55
12/01/2023	PWBDD	45503	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	118.81
12/01/2023	PWBDD	45519	FOND DU LAC COUNTY LWCD	COLLECTION SYSTEM MAINT	500360	573835	638.00
12/01/2023	PWBDD	45546*#	NAPA AUTO PARTS	MAINTENANCE SUPPLIES	500340	573830	13.48
12/01/2023	PWBDD	45553	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,575.00
12/01/2023	PWBDD	45570	WATERTECH OF AMERICA, INC	COAGULANTS	500371	573825	1,395.86
12/01/2023	PWBDD	45571*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	16.44
				NATURAL GAS-0712590709-00001	500224	573825	123.96
				NATURAL GAS-0713182701-00001	500224	573825	26.68
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	10.96
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	16.59

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Fund: 601 WATER RECYCLING CENTER							
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	13.42
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	12.88
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	11.61
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	10.89
				CHECK PWBDD 45571 TOTAL FOR FUND 601:			243.43
				Total for fund 601 WATER RECYCLING CENTER			41,175.87
			TOTAL - ALL FUNDS				294,622.70

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

CITY OF CEDARBURG
TRANSFER LIST
11/18/23-12/6/23

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
11/30/2023	\$239,000.00	PWSB Payroll
11/30/2023	\$96,005.60	WRS-October remittance
12/4/2023	\$1,226.80	ICMA-contributions for 11/12/23-11/25/23
12/4/2023	\$4,345.00	North Shore Bank-contributions for 11/12/23-11/25/23
12/4/2023	\$346.15	State of Wisconsin-child support for 11/12/23-11/25/23
12/4/2023	\$1,259.55	Wis Deferred Comp-contributions for 11/12/23-11/25/23
12/4/2023	\$522.50	Police Association-dues for 11/12/23-11/25/23
	<u>\$342,705.60</u>	
PWSB PAYROLL CHECKING ACCOUNT		
12/1/2023	\$167,382.07	Payroll for 11/12/23-11/25/23
12/1/2023	\$71,371.75	Payroll taxes for 11/12/23-11/25/23
	<u>\$238,753.82</u>	



City of Cedarburg

City Staff Report

December 7, 2023

Department News

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

Engineering & Public Works—Residents will be receiving a notice in their Light & Water bills in December notifying them that the Yard Waste Facility gate will be closed on January 1, 2024. This will require residents to turn in their current entrance card for a new one at no cost or for residents without a card to purchase a card for a one time fee of \$30. The Department has issued approximately 500-600 cards to-date.

The Public Works crew has been working on leaf pick up, tree planting, and readying the equipment for snow. The Forestry crew is planting trees and completing stump grinding.

Parks, Recreation & Forestry—The Youth Basketball program has begun practicing and games will start in January. Tot Time started this week and is held on Monday's and Wednesday's.

Library—The Library will be closed on December 15 for a staff in-service. Part-time positions were posted this week.

Building Inspection—Heating and cooling issues are being addressed in parts of City Hall.

Fire Department—Media blasts regarding the proposed referendum were released last week. Residents will receive a survey by mail this week. Grafton and Port Washington are also considering a referendum this spring.

Treasurer—Tax bills will be mailed next week.

Senior Center—The Senior Thanksgiving Dinner was a success with 125 dinners served with the help of 30 student volunteers. There will be a craft fair at the Senior Center this weekend in conjunction with the Holiday Art Fair held in the Community Gym.

Water Recycling Center—The Department is working on normal maintenance.

Light & Water—The Utility is working on their end of year closing. The budget will be presented at the December Light & Water Commission meeting.

City Administrator—Department heads are invited to the walk-through of Fox Run on Friday at 2:00 p.m.

Respectfully submitted,

Mikko Hilvo