

**REVISED PACKET**

See Pg 11-42 and 63-64

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

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

**AGENDA**

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublit, Jack Arnett, Rick Verhaalen, Robert Simpson, Barbara Lythjohan, Kristen Burkart and Patricia Thome
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS\*\* Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – November 29, 2021 Common Council Minutes\*
8. NEW BUSINESS
  - A. Discussion and possible action for request to contract with Symbiont Engineering for services to manage the 5-year Adaptive Management Program starting in 2022\*
  - B. Discussion and possible action on request to contract with Ruekert & Mielke Engineering for design work to upgrade Dorchester Lift Station\*
  - C. Discussion only on Ordinance No 2021-29 requiring lead service line replacements\*
  - D. Discussion and possible action on Ordinance No 2021-30 declaring one-way streets in Hidden Grove subdivision on Magnolia Court, north of Susan Lane\*
  - E. Discussion and possible action on approval of 2022-2023 Election Workers\*

- F. Discussion and possible action on the use of American Rescue Plan (ARP) funds\*
- G. Discussion and possible action on License/Permit applications\*\*\*
  - 1. Consider approval of new Operator License applications for the period ending June 30, 2022 for: Megan E. Gerner and Veronica M. Hammes
- H. Discussion and possible action on payment of bills dated 11/24/2021 through 12/03/2021, transfers for the period 11/20/2021 through 12/08/2021 and payroll for period 11/14/2021 through 11/27/2021\*

## 9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report\*
- B. Building Inspector's Report\*

## 10. COMMUNICATIONS

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

## 11. ADJOURNMENT

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

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

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

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

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

To request reasonable accommodation, contact the Clerk's Office,  
(262) 375-7606, email: [cityhall@ci.cedarburg.wi.us](mailto:cityhall@ci.cedarburg.wi.us). (12/8/21 tas)

**CITY OF CEDARBURG  
COMMON COUNCIL  
November 29, 2021**

**CC20211129-1  
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, November 29, 2021 at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers and online utilizing the Zoom app.

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

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

Also Present - City Administrator Mikko Hilvo, City Attorney Michael Herbrand, Deputy City Clerk Amy Kletzien, City Clerk Tracie Sette, Finance Director/Treasurer Christy Mertes, Director of Engineering and Public Works Mike Wieser, Library Director Linda Pierschalla, Water Recycling Center Lead Operator Dennis Grulkowski, interested citizens and news media

**STATEMENT OF PUBLIC NOTICE**

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

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**APPROVAL OF MINUTES**

Motion made by Council Member Thome, seconded by Council Member Bubnitz, to approve the November 8, 2021 Common Council revised minutes as corrected in the following sentences:

- The City needs to hold the line; it is not a valid excuse that others are ~~not~~ holding the line (Page 7, sixth paragraph, second sentence).
- Council Member Arnett explained that most of the increases are for ~~the people~~ personnel (Page 7, seventh paragraph, first sentence). Motion carried without a negative.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-22 LEVYING PROPERTY TAXES ON THE GENERAL, DEBT SERVICE, SPECIAL REVENUE, AND CAPITAL IMPROVEMENT FUNDS FOR FISCAL YEAR 2022**

Finance Director/Treasurer Mertes introduced Ordinance Nos. 2021-22, 2021-23, 2021-24, 2021-25, and 2021-26 explaining that these ordinances are required to set the tax levy and sewer rates along with budget parameters for 2022.

Motion made by Council Member Arnett, seconded by Council Member Burkart, to approve Ordinance No. 2021-22 levying property taxes on the General, Debt Service, Special Revenue, and

Capital Improvement funds for fiscal year 2022. Motion carried with Council Member Thome, Arnett, Burkart, Simpson, Bublitz, Lythjohan voting aye and Council Member Verhaalen voting nay.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-23  
APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE  
GOVERNMENT AND ADMINISTRATION OF THE CITY OF CEDARBURG FOR  
FISCAL YEAR 2022**

Motion made by Council Member Arnett, seconded by Council Member Thome, to adopt Ordinance No. 2021-23 appropriating the necessary funds for the operation of the government and administration of the City of Cedarburg for fiscal year 2022. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-24  
APPROPRIATING THE NECESSARY FUNDS FOR THE 2022 CAPITAL  
IMPROVEMENT BUDGET**

Motion made by Council Member Arnett, seconded by Council Member Thome, to adopt Ordinance No. 2021-24 appropriating the necessary funds for the 2022 Capital Improvement budget. Motion carried with Council Members Thome, Arnett, Burkart, Simpson, Bublitz and Lythjohan voting aye and Council Member Verhaalen voting nay.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-25 ESTABLISHING  
THE USER FEE SCHEDULE AND APPROPRIATING THE NECESSARY FUNDS FOR  
THE SEWERAGE FUND FOR THE OPERATION OF THE WATER RECYCLING  
CENTER FOR FISCAL YEAR 2022**

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adopt Ordinance No. 2021-25 establishing the user fee schedule and appropriating the necessary funds for the Sewerage fund for the operation of the Water Recycling Center for Fiscal Year 2022. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-26  
APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE  
SPECIAL REVENUE FUNDS AND ADOPTING THE INDICATED BUDGETS FOR  
FISCAL YEAR 2022**

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to approve Ordinance No. 2021-26 appropriating the necessary funds for the operation of the Special Revenue funds and adopting the indicated budgets for fiscal year 2022 after correcting ARAP Funds to ARPA Funds. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-27 AMENDING  
SECTION 10-1-15(b) OF THE CODE OF ORDINANCES TO AUTHORIZE THE  
PLACEMENT OF A STOP SIGN FOR WESTBOUND TRAFFIC ON QUAIL LANE AT  
THE INTERSECTION WITH WASHINGTON AVENUE**

Director of Engineering and Public Works Wieser explained that the new intersection of Quail Lane at Washington Avenue will require a stop sign for westbound traffic entering onto Washington Avenue. Since Washington Avenue is considered a high volume primary arterial, a full stop sign is recommended. The Public Works and Sewerage Commission recommended a stop sign for westbound Quail Lane at Washington Avenue at their November 11, 2021 meeting.

Motion made by Council Member Burkart, seconded by Council Member Verhaalen, to approve Ordinance No. 2021-27 amending Section 10-1-15(b) of the Code of Ordinances to authorize the placement of a stop sign for westbound traffic on Quail Lane at the intersection with Washington Avenue. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO. 2021-28 AMENDING SECTION 10-1-16(b) OF THE CODE OF ORDINANCES TO AUTHORIZE THE PLACEMENT OF YIELD SIGNS FOR NEW STREET INTERSECTIONS IN FAIRWAY VILLAGE AND HIDDEN GROVE SUBDIVISIONS**

Director of Engineering and Public Works Wieser explained that for the new low volume internal street intersection in the Fairway Village Subdivision, for the Magnolia Court at Susan Lane intersection and for the Susan Court at Susan Lane intersections as par of the Hidden Grove Subdivision, staff is recommending the installation of yield signs to establish traffic control. The yield signs clearly assign who has the right-of-way, but do not require motorists to come to a full stop. The Police Department and Public Works Commission support this signage layout.

Director Wieser further addressed the concern for traffic on Susan Lane and the reasoning behind adding a speed table to this road and not adding a stop sign at Susan Court and Holly Lane. The City historically has followed the recommendations of the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration regarding the placement of signage. The MUTCD states that a stop or yield sign should not be used for speed control because cars typically excel faster from a stop sign and it also causes a compliance issue where 30% of the traffic may not stop. A stop sign should only be placed at intersecting roads that have roughly the same traffic volume, as determined by a road study.

Council Member Bublitz has had contact with her constituents and expressed great concern for the increase in traffic and speeding on Susan Lane. She asked that a stop sign be placed at either Susan Court/Susan Ln. or Holly Lane/Susan Lane.

Council Member Lythjohan echoed Council Member Bublitz's concern. She questioned the stop sign placed at the Harrison Avenue/Bridge Road intersection with not much traffic on Harrison Avenue. Council Member Lythjohan puts value on studies; however, she agreed with Council Member Bublitz that there should be a deterrent to prevent speeding in this thoroughfare on Susan Lane.

Council Member Arnett opined that the speed table will be a good deterrent.

Director Wieser explained that a speed study was conducted by the Cedarburg Police Department on Susan Lane/Fairview Ct. and the average speed was 26.7 mph and the 85<sup>th</sup> percentile speed was 31 mph.

Council Member Thome stated that she has a hard time overruling staff and not relying on their expertise; therefore, she would agree to revisit this item if there is excessive speeding on Susan Lane going forward.

Mayor O’Keefe confirmed that the Public Works and Sewerage Commission was in favor of trying the effectiveness of the speed table first. This topic can always be revisited at a later date.

Council Member Bublitz expressed disappointment in the wording of this agenda item, as her constituents will be surprised that a stop sign was not addressed on Susan Lane. She will pass all inquiries onto City Hall for an explanation.

Council Member Simpson expressed concern for truck traffic and asked if there was a weight restriction on Susan Lane. Director Wieser explained that there is a 15,000 lb. maximum weight limit on all City streets with the exception of a direct delivery route, by using the street that touches city limits and using the shortest route. He explained that Susan Lane, beginning at Sheboygan Road and heading west, has a face-of-curb to face-of-curb width of 40 feet that comes to an S-curve and narrows to a face-of-curb to face-of-curb width of 32 feet and when it reaches Susan Court it changes from urban to rural with ditches and no curb and a width of 22 feet. This would not be a direct route for trucks to use this road. Director Wieser stated that Police Chief Frank would like to add signage for heavy trucking when money is available for the signs.

In answer to Council Member Bublitz’s question, City Attorney Herbrand said that it is not possible to separate the proposed agenda item into separate votes for the Hidden Grove Subdivision and the Fairway Village Subdivision.

Motion made by Council Member Verhaalen, seconded by Council Member Burkart, to approve Ordinance No. 2021-28 amending Section 10-1-16(b) of the Code or Ordinances to authorize the placement of yield signs for new street intersection in Fairway Village and Hidden Grove Subdivisions. Motion carried with Council Members Thome, Arnett, Burkart, Verhaalen, Simpson and Lythjohan voting aye and Council Member Bublitz voting nay.

#### **DISCUSSION AND POSSIBLE ACTION ON ORDINANCE NO 2021-20 CREATING NEW ALDERMANIC DISTRICT BOUNDARIES**

City Clerk Sette explained that as a result of the 2020 Census, new City Aldermanic Districts have been redrawn utilizing Wisconsin Legislative Bureau standards. Those standards include keeping Wards compact, utilizing whole census blocks, composition of contiguous territory, and complying with population ranges. Ordinance No. 2021-20 is being presented for final approval tonight.

In answer to Council Member Verhaalen’s question, City Attorney Herbrand explained that the redistricting will be in effect as soon as the Ordinance is published.

Motion made by Council Member Burkart, seconded by Council Member Bublitz, to adopt Ordinance No. 2021-20 creating new Aldermanic District boundaries. Motion carried without a negative vote.

#### **DISCUSSION AND POSSIBLE ACTION ON CONTRACT AWARD FOR CDBG GRANT ADA UPGRADE PROJECT**

City Clerk Sette explained that Staff has been working on utilizing the CDBG grant funds for ADA projects at the City Hall Complex, Park Facilities, and Police Station. The use of funds and projects have been approved by the State. The projects are required to begin prior to the end of 2021 but can be finalized in 2022. The total cost of all the projects is \$145,705.

Motion made by Council Member Arnett, seconded by Council Member Thome, to award the CDBG contract to Dahlman Construction for Projects 1-9 (Gym Building, Police Department, Girl Scout House, Cedar Creek Park, Willowbrook Park, Centennial Park/Pool, Zeunert Park, Senior Center chairlift, and City Hall doors) and award of Project 10 (City Hall ADA water closet) to Budiac Plumbing. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON REQUEST FOR ARPA FUNDS TO REPLACE 4 SELF-CHECKOUT STATIONS AT CEDARBURG PUBLIC LIBRARY**

Library Director Pierschalla explained that the original four self-checkout stations at the Library are nearing nine years old and one can no longer be repaired, leaving them with three self-checkout machines. Depending upon the year, the Library has had as many as 100,000 transactions made via self-check. Total lifetime transactions are approximately 750,000 uses. Self-check is a preferred form of transaction and has only increased during this time. The new self-checkouts have barcode readers for smartphones, which many of the patrons used with the Library app instead of carrying their card. The new self-checks also have credit card terminal mounts, allowing patrons to pay their fees/fines right from the self-check station instead of going to the desk or paying online from home. In addition, the vendor the Library is using to purchase the automated handler (outdoor automated book drop) would be the same vendor for these self-check stations and a more cost-effective annual maintenance agreement and tech support can be utilized.

Council Member Thome asked if it was typical for self-check stations to only last nine years. Director Pierschalla was uncertain of the normal lifespan for self-check stations.

Council Member Bublitz was in favor of replacing the self-check stations to aid staff, reduce COVID transmission, and added convenience for patrons.

Council Member Arnett opined that this is an effective use of ARPA funds because it will take lift a future burden off the taxpayer.

In answer to Council Member Verhaalen's question, Director Pierschalla explained that the Library absorbs the fees associated with patrons paying for their fines by credit card.

Motion made by Council Member Bublitz, seconded by Council Member Arnett, to approve the request for ARPA funds to replace four self-checkout stations at the Cedarburg Public Library. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON THE USE OF AMERICAN RESCUE PLAN (ARPA) FUNDS**

In summary, ARPA Funds approved at the last Council meeting totaled \$287,090 from the 2021 allocation and \$345,000\* from 2022 allocation. Total available funds from the 2021 allocation are \$320,144 and \$262,234 from the 2022 allocation. Several new projects have been added to the list

for consideration. The total funds available after allocations is \$587,379. (\*This amount includes setting aside \$250,000 for a lead pipe and sewer lateral replacement program. It is not known yet if these funds are needed but it is important to reserve them for this use until further information becomes available on the program implementation and other available grants.)

Council Member Verhaalen introduced the consideration of approving \$100,000 for the Rotary All Children's Playground project. The fundraising efforts by the Friends of Parks and Recreation have stalled and they need help to complete the project. Council Member Verhaalen spoke for a friend who recently lost a child with a disability and who used the playground often. For some, the All Children's Playground is a sole source of recreation for individuals with disabilities during their lifetime and is especially important to the community.

Council Member Thome agreed, adding that Cedarburg was a pioneer in offering this park and it is unusable to a degree, at this time. For many children, this park is all they have for recreation.

Council Member Verhaalen still has contact with a family that helped initiate the All Children's Playground, who since have moved, however they still have an interest in the park. The community needs help in the final push to complete the playground.

Council Member Thome explained that the Rotary donated funds to the park when needed to secure a lower price on the equipment. The organization believes in the community to make this happen.

Mayor O'Keefe was in favor of the City contributing to the project.

Council Member Burkart stated that Parks and Recreation is the only self-funded Department, and it would be a good gesture on the part of the City to add these funds to the project.

Motion made by Council Member Arnett, seconded by Council Member Verhaalen, to approve \$100,000 of the American Rescue Plan funds for the Rotary All Children's Playground.

Council Member Burkart spoke as a member of the Economic Development Board who spearheaded a Visit Cedarburg Website. The request for funds will be used to increase the hours of the tourism coordinator to 30 hours per week for the next three years (\$31,000). The additional \$9,000 will be used by TP&D for branding, marketing, and tourism promotion.

After some discussion and concerns, it was decided to discuss this item further at the next Common Council meeting.

City Clerk Sette spoke on the request for \$25,000 to purchase Badger Book software. She explained that due to having four elections next year, including the Governor's election in November, it will be important to look at ways to improve how elections are run, reduce errors, and find ways to decrease the amount of staff time required for each election. City Clerk Sette opined that it would be an efficient change in the election process for the City.

After some discussion by the Common Council, City Clerk Sette was asked to provide additional information at the next Common Council meeting to include a cost savings amount and answers to security/safety concerns about the process and equipment.



**DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENT OF ANDREW (A.J.) HESTER TO PUBLIC WORKS & SEWERAGE COMMISSION**

Motion made by Council Member Arnett, seconded by Council Member Simpson, to approve the Mayoral appointment of Andrew (A.J.) Hester to the Public Works and Sewerage Commission. Motion carried without a negative vote.

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

Motion made by Council Member Verhaalen, seconded by Council Member Bublitz, to approve new Operator License application for the period ending June 30, 2022 for Emily A. Pape. Motion carried without a negative vote.

**CONSIDER PAYMENT OF BILLS DATED 10/30/2021 THROUGH 11/20/2021, TRANSFERS FOR THE PERIOD 11/11/2021 THROUGH 11/19/2021 AND PAYROLL FOR PERIOD 10/31/2021 THROUGH 11/13/2021; AND ACTION THEREON**

Motion made by Council Member Burkart, seconded by Council Member Verhaalen, to approve payment of bills dated 10/30/2021 through 11/20/2021, transfers for the period 11/11/2021 through 11/19/2021 and payroll for period 10/31/2021 through 11/13/2021. Motion carried without a negative vote.

Director Wieser will be asked to provide an explanation to Council Member Verhaalen in response to his inquiry to a payment made to M Squared Engineering for the Fairway Village construction.

**ADMINISTRATOR'S REPORT**

The City Administrator's report was provided in the Council packet.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Members Thome and Bublitz thanked Accountant II Kathy Huebl for purchasing the new Common Council chairs.

**MAYOR REPORT** - None

**ADJOURNMENT**

Motion made by Council Member Arnett, seconded by Council Member Bublitz, to adjourn the meeting at 8:39 p.m. Motion carried without a negative vote.

Amy D. Kletzien, MMC/WCPC  
Deputy City Clerk

## CITY OF CEDARBURG

**MEETING DATE:** December 13, 2021

**ITEM NO:** 8.A.

**TITLE:** Discussion and possible action for request to contract with Symbiont Engineering for services to manage the 5-year Adaptive Management Program starting in 2022.

**ISSUE SUMMARY:** The Water Recycling Center will be receiving a new permit starting in April 2022. This permit will be based on participation in a adaptive management program that has been submitted to the DNR, and is awaiting approval from the EPA. The proposal includes management and report preparation for all items listed in the proposal from Symbiont Engineering. Symbiont has been crucial in the development of this program and have been partners in preparing our last permit.

**STAFF RECOMMENDATION:** Approve the hiring of Symbiont Engineers to provide services on the CWRC Adaptive Management program.

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

**BUDGETARY IMPACT:** These funds have been budgeted for 2022.

**ATTACHMENTS:** Services proposal.

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

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



# ADAPTIVE MANAGEMENT PLAN ADMINISTRATION

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MUNICIPAL ENGINEERING SERVICES

DECEMBER 2021





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





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OF SERVICES
- 3 | PROPOSED PROJECT TEAM
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- 6 | TERMS & CONDITIONS

The City of Cedarburg, Wisconsin, (Cedarburg) has spent the past five years developing a plan to meet Water Quality Based Effluent Limits (WQBELs) for phosphorus in accordance with the mass values from the Total Maximum Daily Load (TMDL) calculation for the Milwaukee River. The planning effort included reviewing how to optimize phosphorus reductions with the current infrastructure, studying options for improving the wastewater treatment process, and estimating watershed reductions that could be used to comply with the permit limits. Cedarburg has elected to implement a watershed management plan commonly referred to as Adaptive Management (AM) to achieve compliance with its Wisconsin Pollution Discharge Elimination System (WPDES) permit. This plan was formally submitted to the Wisconsin Department of Natural Resources (WDNR) on September 29, 2021, as part of the WPDES permit renewal application. Conditional approval of the City's AM plan was granted on November 2, 2021.

## **| POINT SOURCE DISCHARGE**

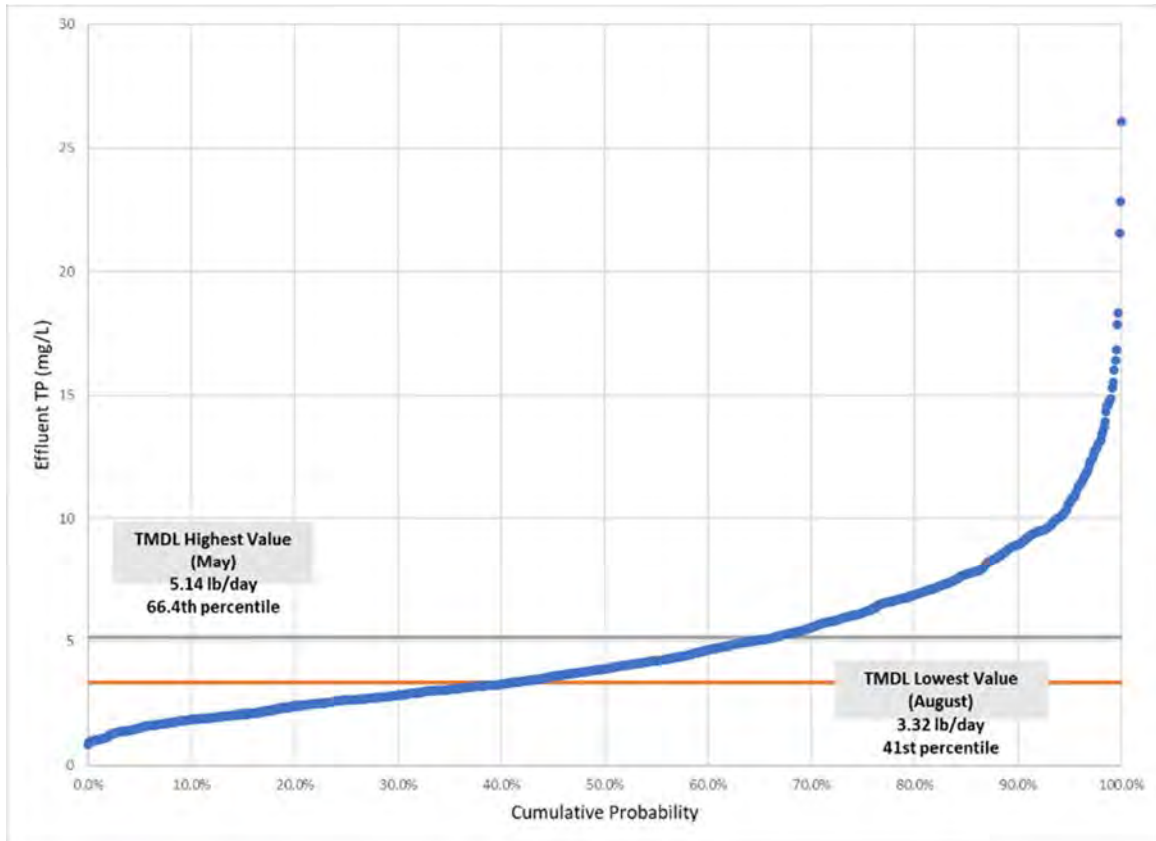
Cedarburg operates Water Recycling Center (WRC) in Ozaukee County. Effluent from the WRC is discharged to Cedar Creek in the Milwaukee River (south) watershed of the Milwaukee River basin. The effluent is regulated by WPDES permit No. WI-0020222-09-0.

Cedar Creek is included on the State of Wisconsin's 303d list as impaired for phosphorus. Addendum 1 to the February 1, 2016 water quality memo prepared by the WDNR indicates that the Cedar Creek median instream total phosphorus (TP) concentration at Covered Bridge Road, north of Cedarburg and upstream of the WRC discharge, was 0.086 mg/L which is slightly greater than the criterion of 0.075 mg/L in Chapter NR102.

Cedarburg performed instream sampling at Green Bay Road, downstream of the WRC discharge, throughout 2018, 2019, and 2020. Samples collected during the growing season (May through October) of 2018 had a median of 0.129 mg/L phosphorus. Samples collected during the 2019 and 2020 growing seasons had median values of 0.124 and 0.106 mg/L, respectively. This indicates that the Cedar Creek instream total phosphorus concentration downstream is well above the 0.075 mg/L water quality criterion.

Cedarburg monitors effluent phosphorus concentration and flow from the WRC in accordance with its WPDES permit requirements. Effluent phosphorus concentration and mass for the existing treatment facility operating under current flows and loading conditions were reviewed throughout the planning period. Data compiled from January 2015 through April 2021 indicated the average daily mass of phosphorus in the effluent was 4.77 lb/day with a range from 0.85 to 26.08 lb/day. A cumulative distribution of the effluent mass data was prepared (see Figure 1-1). This data confirms that under current operating conditions, the existing treatment plant effluent has a daily effluent phosphorus mass value that often exceeds the TMDL mass requirements.

**Figure 1-1 | Cumulative Distribution of Total Phosphorous Effluent Mass for the Cedarburg WRC, Jan. 2015 through April 2021**



## **FUTURE PHOSPHORUS PERMIT LIMITS**

The Milwaukee River TMDL was approved by the United States Environmental Protection Agency (U.S. EPA), and the mass allocations from the TMDL have been added to Cedarburg's WPDES permit. Monthly mass allocations for point sources are included in Table A.17 on page 70 of Appendix A of the TMDL report. Table 1-2 summarizes the monthly average TP effluent limit in pounds per day, as shown in Cedarburg's WPDES permit.

**Table 1-1 | TMDL WQBEL for Phosphorus  
from Cedarburg's WPDES Permit**

Month	Monthly Average TP Effluent Limit (lbs/day)
January	3.71
February	4.19
March	3.88
April	4.25
May	5.14
June	4.50
July	3.88
August	3.32
September	3.67
October	3.46
November	3.73
December	3.54

The information in Table 1-1 is provided for informational purposes. The goal of the AM program is to reduce the TP concentration in the creek to equal to or below the water quality criterion. However, Symbiont understands that AM also provides the City time to explore other options for WPDES compliance. Symbiont further understands that it is possible if the performance of the treatment plant can improve to consistently meet the daily average mass values shown in Table 1-1, the City could switch to another compliance option through a permit modification process.

## **| SUMMARY OF THE AM PLAN**

The adaptive management plan submitted to the WDNR defined the action area as MI-24 of the Milwaukee River TMDL. The plan also identifies an initial mass target reduction of 5,300 lb of phosphorus to bring the creek into compliance. The plan targets phosphorus reductions throughout the action area and upstream from the action area as follows:

- Improvements to agricultural operations (within the Greater Milwaukee River Reaches MI-22 & MI-24)
- MS4 reductions within the City of Cedarburg



Included with the AM plan is a monitor program that involves testing the total phosphorus concentration in Cedar Creek. A Quality Assurance Project Plan (QAPP) for this testing program was included in the Appendix of the AM plan. The QAPP identifies the general locations for sample collection, the testing procedures for the creek samples, the parameters to be tested, and the lab that will perform the testing.

The following paragraphs provide some general descriptions of how phosphorus reductions will be achieved.

### **Opportunity 1 – Agricultural Improvements Within Reaches MI-22 and MI-24**

Cedarburg proposes supporting the implementation of best management practices and other improvements to agricultural operations within the MI-24 reach and up creek within the MI-22 reach. As reported by Sweet Water, the preliminary analysis suggests that baseline phosphorus runoff from over 15,500 acres of agricultural lands in the targeted areas of MI-22 and MI-24 far exceeds the targeted reduction of 5,300 lb/yr. Cedarburg, working together with regional partners Ozaukee County and Cedar Creek Farmers Group, will assist farmers with implementing and maintaining best management practices that support phosphorus reductions to the watershed.

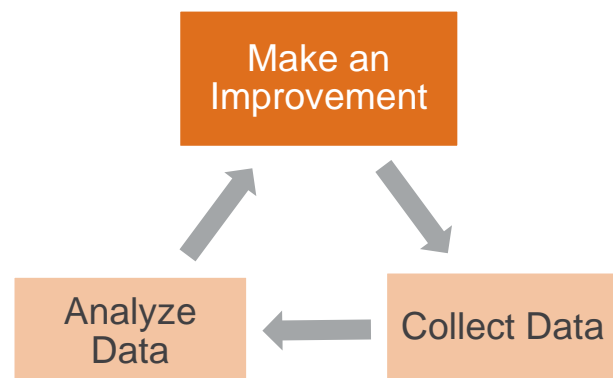
### **Opportunity 2 – MS4 Reductions throughout Cedarburg**

Sweet Water also reported that urban sources within watershed contribute to the over 3,500 lb/year of P. This also provides the City of Cedarburg a second opportunity for P reductions. Cedarburg proposes to invest resources to target TSS and phosphorus reductions throughout the City from wet weather sources. Cedarburg will likely consider two approaches for addressing MS4 improvements. The first approach is based on capturing and infiltrating select wet weather flows using green infrastructure to prevent flow from reaching the creek. The second approach will use treatment technologies to reduce the phosphorus concentration for other wet weather flow before it reaches the creek. Computer modeling tools will be used for each practice being considered to estimate the potential load reductions helping to contribute toward the 5,300 lb annual phosphorus target.

### **Target Reductions**

Symbiont understands that the AM plan targets phosphorus reductions within the action area and in areas up creek of the action area. Most of these reductions are expected to come from agricultural sources. A smaller amount will likely come from MS4 related projects.

Symbiont further understands that the target reduction for achieving water quality could be even higher than 5,300 lbs as more data is collected through creek monitoring. It will be necessary to review the creek monitoring data, consult with partners to identify areas for reductions, develop projects that achieve reductions, implement projects, and monitor the results. This iterative approach to achieving compliance will allow Cedarburg to adjust as needed.



The plan clearly states that if the sample data collected from the creek monitoring program indicates that the water quality criterion has been achieved, watershed improvement work can be suspended in order to continue to collect more data.

The City of Cedarburg has the goal of lowering the median phosphorus concentration in the creek to below the WQBEL criterion by the end of the first 5-year permit term. It is estimated that a 5,300 lb reduction is needed to achieve this goal. The plan includes the following preliminary schedule along with the annual reduction goals for the City:

**Table 1-2.  
Tentative Project Schedule**

Year	Activities	Projected Annual Phosphorus Reduction (lb/yr)	Accumulated Total Annual Phosphorus Reduction (lb/yr)
1	Action area sampling in the Greater Milwaukee River non-point Area within reaches MI-24.	0	0
2	Action area sampling, improvements in the Greater Milwaukee River non-point area within reaches MI-24.	500	500
3	Action area sampling and improvements in the Greater Milwaukee River non-point area within reaches MI-22 and MI-24	1,600	2,100
4	Action area sampling and improvements in the Greater Milwaukee River non-point area within reaches MI-22 and MI-24	1,600	3,700
5	Action area sampling and improvements in the Greater Milwaukee River non-point area within reaches MI-22 and MI-24	1,600	5,300

By the end of this 5-year project schedule, Cedarburg is projecting phosphorus reductions within the Greater Milwaukee River reaches MI-22 and MI-24 of 5,300 lb per year.

The plan indicates that the City will revise this project schedule based on the results from the monitoring program.

Some examples of adjustments that appear in the plan include:

- Data showing that projects in the Greater Milwaukee River reaches MI-22 and MI-24 are not achieving the phosphorus reductions could result in increasing agricultural improvements or MS4 projects.
- Data showing that Cedar Creek is in compliance with water quality criteria at the pour point could result in suspending the project schedule and continuing to monitor the creek.

## | HOW SUCCESS IS TO BE **MEASURED**

The project goal is to lower the in-creek phosphorus concentration to meet the applicable water quality criterion at the pour point defined as the down-river monitoring location. Success will be achieved when the annual growing season median phosphorus concentration is at or below the water quality criterion. The water quality criterion is:

- State of Wisconsin standard value of 0.075 mg/L for this section of Cedar Creek, or
- State of Wisconsin and U.S. EPA approved site-specific criterion based on biological metrics in accordance with new rulemaking being promoted by the Department, or
- Any change to State of Wisconsin standard value for this section of Cedar Creek

Interim successes will be measured/monitored per the following criterion:

- Phosphorus concentration decreases throughout the action area, but perhaps not all the way to the water quality criterion.
- Improved biological metrics or water clarity measurements support improving aquatic habitat.
- Improved soil health resulting from improvements to agricultural operations. Improved soil health has been linked to water quality improvements.
- SNAP Plus modeling results demonstrating that implemented agricultural best management practices contribute to reducing phosphorus runoff.
- Wet weather modeling results demonstrating that implemented MS4 related projects contribute to reducing phosphorus runoff.

Annual reports are to summarize all activities that have occurred over the preceding year along with identifying interim successes, SNAP Plus modeling evaluations, and any quantitative measurements of water quality improvements.

It is understood that if Cedarburg collects data that shows the median phosphorus concentration is at or below the criterion, Cedarburg can suspend all future project work but complete and support work that is already in progress. Monitoring will continue to confirm that the water quality criterion is being met. Cedarburg will resume project work should subsequent monitoring results show that the criterion is being exceeded. Cedarburg will assume two years of achieving the water quality criterion will be evidence that the creek is meeting water quality and Cedarburg's adaptive management plan is successful.

## | IMPLEMENTATION SCHEDULE WITH **MILESTONES**

Cedarburg provided the following schedule, beginning in 2022, as part of the AM plan submitted to the WDNR.

**Table 1-3 | Sample of the Initial Implementation Schedule**

Date	Activities	Notes
April 1, 2022	New WPDES permit is issued based on AM plan.	
May 1, 2022	Begin monitoring of Cedar Creek throughout action area.	This activity will be performed by the City in accordance with the Quality Assurance Project Plan included in the Appendix of the AM plan. This activity will continue through October.
November 1, 2022	Suspend monitoring of Cedar Creek as the growing season period ends.	
Fall 2022	Provide support to agricultural operations for installation of BMPs such as cover crop, harvestable buffers, and to practice no-till.	
February 1, 2023	Submit annual report for 2022.	This report will summarize the results of the first-year monitoring along with any BMP installation within the Greater Milwaukee River reach MI-24. The report will identify projects to be implemented in 2023.
May 1, 2023	Resume monitoring of Cedar Creek throughout action area.	
Summer 2023	Review data collected and revised agricultural support as necessary	
November 1, 2023	Suspend monitoring of Cedar Creek as the growing season period ends.	
Fall 2023	Provide support to agricultural operations for expansion of BMPs such as cover crop, harvestable buffers, and to practice no-till.	
February 1, 2024	Submit annual report for 2023.	

This sample schedule covers the first two years of the initial 5-year plan. The annual report will include a schedule for the following year until the end of the 5-year permit term. This schedule should be updated if the WDNR delays issuing the new WPDES permit by April 1, 2022.

## | PROJECT APPROACH

Symbiont's approach to this project is similar to our other engineering projects. The administration of the City's AM plan will be broken down into core components, involving careful planning and coordination of each task with the City. Component tasks will be executed by a discipline leader, using other resources within Symbiont or outside Symbiont as necessary. The project manager will coordinate and monitor the execution of each task to make sure specific project details are addressed, schedules are met, and budgets are maintained. The project manager will be the point of contact for the City. All communication will begin with the project manager, who will selectively bring in others to provide support.

In addition, Symbiont incorporates quality assurance/quality control (QA/QC) efforts into every stage of a project, from proposal preparation through project completion and start-up. QA/QC is an integral part of each project and one that is essential for success. Our QA/QC team involvement begins at the project planning stage before any time is charged to the project to ensure the project planning has taken place and the involvement continues throughout the project with discipline-specific reviews. Over the past several years, Symbiont has been implementing a formalized internal project QA/QC program for all phases of project execution. This program requires documented sign-offs by discipline and overall project reviewers. Symbiont will continue the practice of QA/QC review throughout the administration of the City's AM plan.

### **Project Management, Coordination, and QA/QC**

A key to a successful project is to assign a Project Manager who has the authority and responsibility to control the overall aspects of a project. Symbiont is committing Jon Butt, P.E., to the role of Project Manager for this project. Jon will be the primary contact for all project decisions and communications and will have the ultimate responsibility to work with all the team members to deliver a successful project. Jon has experience working closely with the City and has a full understanding of what needs to be done for a successful project. As project manager, Jon will make project assignments and be responsible for the delivery of each project task.

Symbiont will use both internal staff and external partners to execute this project. The project team will be introduced at the project kick-off meeting. Throughout the project, we will coordinate the activities of our team members with Cedarburg's Project Manager as appropriate.

## | SCOPE OF SERVICES

Symbiont has divided the City's AM plan into the following core components, along with a description of the services to be performed in support of each.

### **Task 1 | Creek Sample Collection and Data Monitoring**

This task may be the most critical task within the entire AM plan. This task involves collecting and analyzing creek samples to determine the concentration of phosphorus. The concentration of phosphorus in the Creek is the key parameter that will determine if the AM plan is successful. A total of five locations throughout the action area are identified in the AM plan for sample collection. Those five locations are described as follows:



- Site 1:** The confluence of the unnamed Creek and Cedar Creek near Pleasant Valley Road helps document phosphorus reductions from the northwest region of the action area.
- Site 2:** Cedar Creek is just upstream of the Schreiber Foods outfall, and the confluence with the unnamed Creek helps determine the TP concentration of Cedar Creek flowing into the action area.
- Site 3:** Cedar Creek, upstream of the WRC outfall at Lakefield Road, continues sample collection started by Cedarburg and may offer insight regarding phosphorus reductions from agricultural regions of the action area.
- Site 4:** Cedar Creek, downstream from the WRC at Green Bay Road, continues sample collection started by Cedarburg and may offer insight regarding phosphorus reductions from MS4 sources within Cedarburg.
- Site 5:** Cedar Creek at the confluence with the Milwaukee River. This location is the “pour point” for the action area. This is the critical sample location for compliance.



Figure 2-1 | Photo of the Creek

A map was included in the final alternatives plan that helped locate each sample collection site. The following is a reproduction of that map.

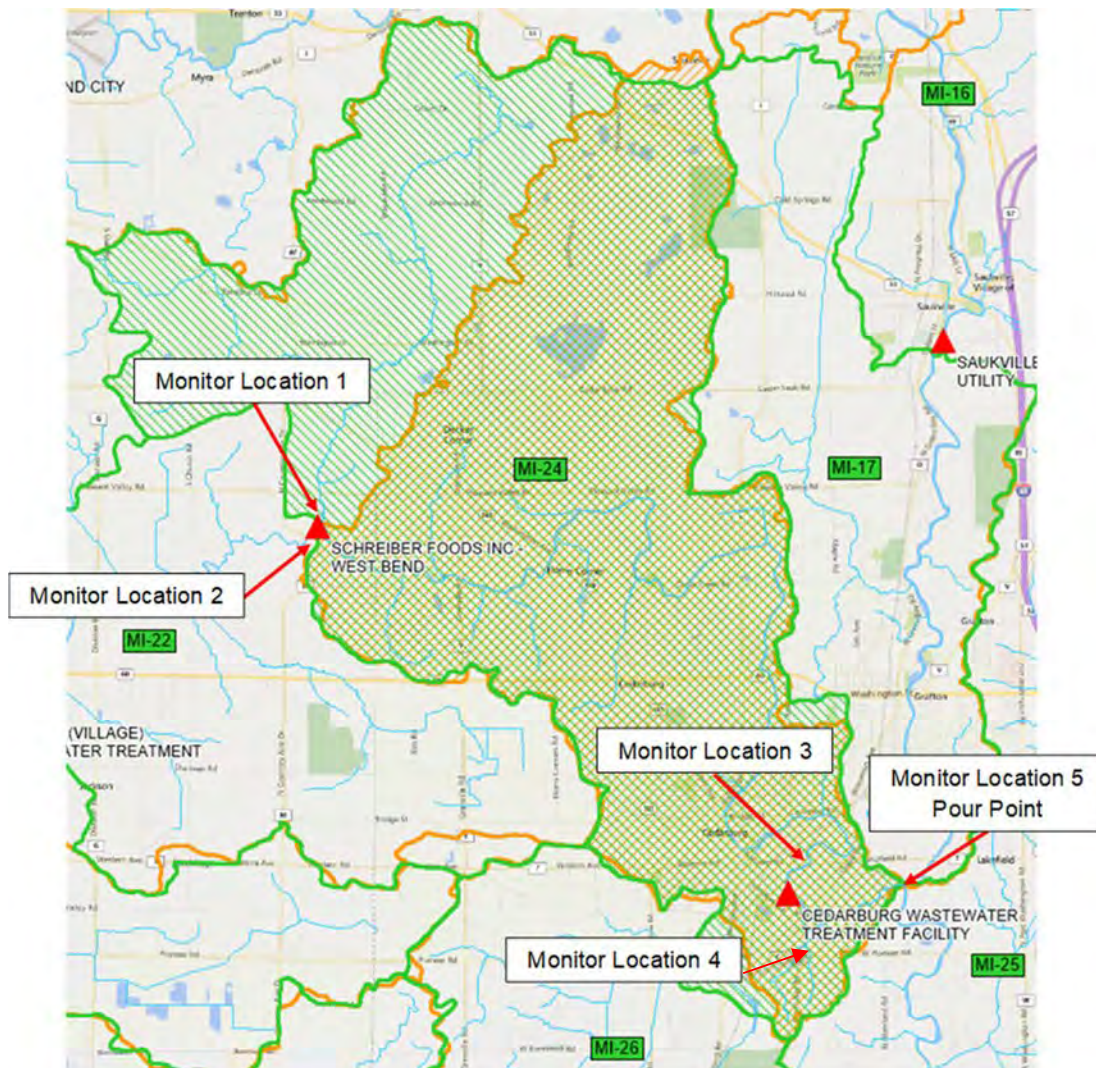


Figure 2-2 | Map Reproduction

An integral aspect of the project will be to utilize the City's existing GIS platform to ensure data is collected, stored, and shared in a standardized geodatabase format. Included in our scope will be to leverage the City's ArcGIS Online (AGOL) GIS system and develop as necessary additional GIS layers that will display the location, characteristics, and related information of critical AM plan components in a geospatial enabled system (AMPGIS).

The creek sampling and monitoring program will follow the Quality Assurance Project Plan (QAPP) that was included in the appendix of the AM plan. Symbiont will provide the following services in support of the creek sample collection and data monitoring:



- Symbiont will work with plant staff to determine the location in the Creek for sample collection at sites 1 through 5. Each site will be identified with GPS coordinates that the City can use to ensure samples are always collected near the same location in the Creek. Symbiont will integrate creek sample collection locations into the City's AMPGIS so each location can be viewed by stakeholders and other team members as permission is given.
- At the start of each month, Symbiont will check creek flow at the USGS flow monitoring station near HWY 60 to determine if the creek flow is within the range indicated in the QAPP as appropriate for sampling. Symbiont will notify the City by email regarding the creek conditions and provide a go/no go decision on collecting the first monthly sample. Note that samples are only collected during the growing season, defined as the six months starting in May and extending through October.
- Plant staff will collect the samples and test the samples in the lab at the wastewater treatment plant. Symbiont will review the test data and advise plant staff if it is necessary to collect additional samples for the month.
- As part of the AMPGIS, Symbiont will maintain a database of all samples collected and all test results from the samples, including:
  - ◆ All chain of custody paperwork
  - ◆ All lab sheets
  - ◆ Test results
  - ◆ And any other data that is deemed appropriate

Along with maintaining the database, Symbiont will perform the necessary statistical analysis of the data collected. All samples collected within a single month will be averaged into a single representative value in accordance with the QAPP. The growing season median will be computed from the individual monthly values. This median will be compared to the appropriate water quality criteria to determine if the Creek has achieved compliance.

Task 1 will be performed during the growing season each year throughout the 5-year term of this proposal. The City will be responsible for collecting all samples and for performing all tests in a state-certified laboratory for TSS and Total Phosphorus.

## **Task 2 | Area 1 Non-Point Source Phosphorus Reduction Throughout the City**

This task involves the area with perhaps the smallest phosphorus reduction potential but provides an opportunity for projects that the City has the most control over and are the most visible to the general public. The Milwaukee River TMDL indicates that the MS4 baseline TP load from the City to the Creek within MI-24 is just over 748 lb per year. In the background section of this proposal, the target total phosphorus reduction target between Area 1 and Area 2 is defined as just over 5,400 lb per year. The vast majority of this will come from agricultural reductions, as described under Task 3, since there is a much greater potential for phosphorus reduction from agricultural sources. However, it will be beneficial to implement some projects within the City not only to realize the phosphorus benefits but also to demonstrate that the City is committed to watershed improvements.

Symbiont has identified two primary approaches that could be implemented throughout the City to reduce phosphorus loading to Cedar Creek:



1. Capture and infiltrate wet weather flows using green infrastructure (GI) to prevent the flow from reaching the Creek.
2. Utilize treatment technologies to reduce phosphorus concentration in storm water before it reaches the Creek.

Coordination with the City's MS4 program will be needed to implement both of these strategies.



**Figure 2-3 | Pervious Pavement Example**

The ideal locations for GI projects will be adjacent to large impervious surfaces, such as parking lots and roads, that generate a significant amount of storm water runoff. Symbiont will work with the City to identify potential sites for GI. Types of GI considered will include bioswales, rain gardens, and pervious pavement. Symbiont will work with the City to define the design criteria that will be utilized for GI improvements. For example, the City could consider following the Milwaukee Metropolitan Sewerage District's (MMSD's) lead and design GI to capture the first 0.5 inches of rainfall. Defining the design rainfall depth and distribution (e.g., SCS Type II, MSE3) will quantify the target volume and peak runoff

rate to be controlled by GI, which will be used to define the design parameters such as surface infiltration rate, storage volume, and/or subsurface infiltration rate.

The second strategy of utilizing treatment technologies is better suited for use within the storm sewer system upstream of outfalls that discharge to the Cedar Creek or other surface waters tributary to Cedar Creek. Reactive media, such as iron slag and activated carbon, have shown success for use as a filtration media to reduce phosphorus concentration in storm water. These and other treatment technologies will be considered. Symbiont will review the City's storm sewer system and identify storm sewers that would be well suited for a filtration device or other in-pipe treatment technology to reduce phosphorus and TSS in the storm water. Symbiont will discuss these key locations with the City's MS4 coordinator.

During the first year of the project, Symbiont proposes to perform preliminary engineering for two demonstration projects, as summarized below.

1. Symbiont will perform preliminary engineering for one green infrastructure project consisting of a bioswale, rain garden, or pervious pavement. Symbiont will work with the City to identify the location of the proposed project. Locations considered may include Fireman's Park, Cedarburg High School, or the commercial area east of Washington Avenue between Pioneer Road and Lincoln Boulevard. Once a location is selected, Symbiont will evaluate the drainage area of the project and estimate the surface runoff produced by the design storm. The peak runoff rate and total runoff volume will be used to size the proposed GI facility. The native soil infiltration rate will be estimated based on soil type using the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) information. This will be used to evaluate the rate at which the native soil can infiltrate the storm water flow and the amount of subsurface storage needed to achieve full capture of the design storm. As part of

the preliminary engineering, Symbiont will consider methods of runoff sample collection and recommend an approach to the City for collecting storm water samples. This would enable the City to collect and analyze samples for phosphorus concentration, the results of which could be extrapolated to estimate the phosphorus controlled by GI that would have otherwise been discharged to the River.

2. Symbiont will perform preliminary engineering for one active media (such as iron slag or activated carbon) filtering treatment system to be installed within the storm sewer. The commercial area between Bridge Street and Columbia Road may be a suitable location for this demonstration project based on a preliminary review. Symbiont will solicit input from the City prior to selecting a location. Symbiont will evaluate whether the filtering media can be incorporated into the existing storm sewer system or if modifications would be needed to a manhole or the outfall pipe. The preliminary engineering will include access to remove and replace the media and sample collection points upstream and downstream of the media such that the City can collect samples to analyze the phosphorus reduction.

Symbiont will complete the preliminary engineering for the demonstration projects; however, this proposal does not include final design, generation of bidding documents, or construction.

After the demonstration projects are installed, Symbiont will assist the City by monitoring and reviewing the phosphorus test results and helping to quantify the phosphorus controlled by each project. Support for years two through five includes preliminary engineering for up to eight additional projects of a size similar to the demonstration projects. If projects in future years are significantly larger, fewer projects may be completed. Symbiont will work with the City to identify and prioritize potential future project locations, types, and sizes.

### **Task 3 | Area 2 Agricultural Sources of Phosphorus and TSS**

Agricultural sources of phosphorus offer the greatest potential for reductions. As indicated in the background, as much as 25,000 acres of farmland may be available for P reductions. The target is to achieve just over 5,000 lb of P reduction over the 5-year WPDES permit term. Symbiont proposes to work with both the City and the County to expand programs that have already been started. Working with our agronomist, Symbiont will work closely with farmers within the watershed to identify practices that can be implemented to reduce P runoff. Symbiont will provide the following services in support of agricultural P and TSS reductions:



**Figure 2-4 | Crop Cover and Grassed Waterways, Two Examples of P and TSS Reduction Practices**

- Through the County, Symbiont will assist in helping locate farmers interested in making improvements to their farming operations.
- Symbiont will register practices that involve P or TSS reductions with the WDNR in order to preserve the City's right to convert to a nutrient trading compliance program.
- Symbiont will prepare SNAP Plus models for each field for each practice as necessary to quantify the P and TSS reductions. The results from this modeling will help guide the amount of farm involvement to achieve the desired outcome. This modeling is also necessary if the City decides to switch to nutrient trading.
- Symbiont will provide the necessary information to the farmer for the management practice to be implemented. If the practice has a design element, sketches and instructions will be provided to the farmer. If the practice is more operational, such as no-till, instructions and other reference information will be provided.
- Within the AMPGIS, Symbiont will maintain a database of applicable GIS layers of the practices, including the locations of the fields, the practice (or practices in use), the potential P and TSS reductions, and documentation of the practice, such as photos and/or videos. Symbiont envisions this may include collecting twice-annual drone footage of practices in use and integration with the proposed AMPGIS.

The amount of the land involved and the target P reductions will follow the tentative schedule found in Table 1-4 of the background section. However, it is understood that the City will make the final determination on the details of the agricultural program. The amount of P reductions are dependent on City budgets and the City's financial commitment.

It is anticipated that Symbiont's services for this task will occur year-round as it is expected that planning for improvements will occur during the winter and summer, with the installation of improvements occurring in the fall and the spring.



Symbiont recognizes that the City is in the unique position of owning farmland. This land is currently not being farmed. Symbiont has included with this proposal design services to convert a portion of this farmland to prairie or other native habitats. Symbiont will prepare plans for grading and planting to return the land to a natural state. Symbiont will assist the City with bidding for services to install the prairie and provide oversight of the installation. As part of the design, Symbiont will include the means to collect samples to assist with documenting the performance of the converted farmland. Symbiont will perform SNAP Plus modeling of the fields before and after to establish estimates for phosphorus and TSS reductions.



Figure 2-5 | Farmland owned by the City

## Task 4 | Additional Support

The previous tasks cover the majority of the services to be provided. Symbiont proposes to provide the following additional services:

- **Printed/digital materials:** Symbiont will generate annual information that the City can print and distribute as necessary to keep stakeholders and the general public informed of the City's activities. Symbiont will consult with the City on the content for this information handout. Symbiont will prepare a draft of this handout for City approval and provide an electronic file of the final handout for the City to use as it sees fit.
- **Annual reports:** Symbiont will prepare an annual report for the AM plan. This report will summarize all activities that were executed over the past year and identify any new projects to be completed in future years. This report will also contain mass reductions from the non-point source modeling and test data that was collected and analyzed from creek sampling and any other relevant information. This report is intended to be submitted to the WDNR as a condition of the City's AM plan. This report will be distributed to the City's Public Works and Sewerage Commission but is not intended to be written for the general public.
- **Meetings:** Symbiont understands that there will be many meetings that will arise throughout the year. Symbiont will consult with the City to determine if our participation at such meetings is needed. If yes, Symbiont will attend as a representative of the City. Symbiont has identified the following meetings:
  - ♦ Bi-annual updates to the Public Works and Sewerage Commission
  - ♦ Attendance at the AM meeting currently involving Madison, Green Bay, Oconomowoc, Plymouth, and MMSD
  - ♦ Attendance at periodic meetings with the Cedar Creek Farmers Group, Washington County, and Ozaukee County
- **Grants and other funding sources:** Symbiont will review potential public and private sources of funds that could help defray costs for the City. Anticipated sources for such funds include USEPA, US Ag Department, US Department of the Interior, Clean Lake Fund, WDNR, WI Dept of Ag, Duck's Unlimited, Peasant's Unlimited, Trout's Unlimited, and large family trusts that

support habitat restoration projects. Symbiont will review the eligibility requirements to determine if the City's AM projects qualify and, if yes, the application process and the potential grant dollars. The City can determine if any of the funding sources are worthwhile. If yes, Symbiont will help with preparing the grant application with assistance from the City. Note that Symbiont has not included time to assist with large, highly complex grant applications. If the City wishes to pursue such grants, Symbiont will provide the level of support needed by way of a change order to this contract.

- **Modification of the AM plan:** Symbiont will provide the necessary amendment to the AM plan to add the City's MS4 permit when the time is appropriate.
- **BMP verification and documentation:** Symbiont be responsible for documenting the installation and operation of agricultural BMPs. Symbiont will travel with its agronomist twice per year to take photos and/or drone videos of BMPs. Digital records will be saved to AMPGIS.
- **AMPGIS Dashboard:** Symbiont will develop a dashboard to assist with data tracking and monitoring for this project. The dashboard will enable City staff to monitor datasets associated with the requirements of the AM plan and associated goals.

This additional support will be performed on an as-needed basis throughout each year of the 5-year plan term of this proposal.

## **| PROJECT TEAM**

Symbiont has extensive resources available to devote to this project as needs arise. The following is a partial list of team members, along with a brief description of the roles they will have.

**Jon Butt, P.E.** – Project Manager

**Trisha Nigl** – Project Engineer

**Kyla Dean, P.E., ENV SP** – Non-point source phosphorus reduction urban manager

**Ryan Eckdale-Dudley, GISP** – Information and data manager

**Terry Dassow** – Publication and Graphic Design specialist

**Steve Hoffman** – Agronomist and Non-point source Agricultural manager

Other design disciplines, such as mechanical and civil, will be used as needed from within Symbiont staff. Symbiont also has a construction division that could assist with the installation of pilot equipment or demonstration sites.

### **Project Manager**

Mr. Butt is a project manager/engineer with Symbiont. Jon has been working with the City of Cedarburg since 2015. Jon led the City's efforts over the past five years to evaluate the various alternatives for the City to meet the new phosphorus limits. Jon was responsible for, and the primary author of the City's conditionally approved adaptive management plan. Jon has almost 25 years of wastewater experience and has developed over 15 phosphorus compliance plans throughout the state of Wisconsin, covering treatment plant improvements, multi-discharger variance, and adaptive management.

Jon is uniquely qualified for this project and to serve as the project manager because it was his vision that guided the development of an AM plan that provided the City with much flexibility such as:

- Developing a unique sampling plan that can permit the City to collect more than one sample per month to assist with data collection
- Incorporating flexibility in the plan to change the criterion for phosphorus based on the future WDNR rules

Jon will be assisted by:

### **Trisha Nigl**

Trisha will serve as a project engineer. She will be most involved with data analysis and report generation. Trisha will also provide the City with a second point of contact.

### **Kyla Dean**

Kyla will lead the MS4 preliminary design work with an emphasis on GI projects that capture wet weather runoff and on treatment technologies that reduce TSS and TP concentration in wet weather

flows. She will be responsible for working with the City to develop one or two demonstration or pilot installations for the City to implement. She will coordinate with the City to identify potential projects and perform preliminary engineering for the City to decide if final engineering and construction should be pursued. Kyla is well qualified for this role, with more than ten years of engineering experience and having performed her master's research evaluating phosphorus and TSS runoff from an agricultural watershed. She is also the technical lead for the City of Peoria, Illinois, \$109M green infrastructure-based CSO control program. Kyla is experienced working on Cedarburg projects, having served as the QAQC reviewer Cedarburg's Final Phosphorus Compliance Plan, Adaptive Management Plan, and associated Quality Assurance Project Plan.

**Ryan Eckdale-Dudley**

Ryan will lead the data management efforts for this project. Symbiont plans to use the City's existing GIS as the platform for managing and distributing information on projects and test results through the action area and beyond. Ryan currently serves as the GIS designer for both the City and Ozaukee County, giving him unique access to data. In addition, Ryan will lead efforts to annually document the installation of non-point source best management practices through the use of a drone.

**Terry Dassow**

Terry will assist with publishing the data to help inform the public. We anticipate producing an annual report that can be distributed to the public with information on the work the City is supporting and the resulting of any projects. The annual report can be distributed either electronically or as a printed handout.

**Steve Hoffman**

Steve, from in-depth Agronomy, will lead the agricultural TP and TSS efforts. Steve is a degreed agronomist from the University of Plattville. He has been working with farmers throughout the State of Wisconsin with nutrient plans to help with crop production. Steve is currently serving as the agricultural program manager in Manitowoc, Fond du Lac, and Ozaukee Counties. Steve will work with farmers to identify the best management practices most appropriate for farmers to implement, with assistance from the City. Steve will provide the necessary modeling of any BMP to help quantify the reductions at each field.

## | PROJECT SCHEDULE

The coronavirus has created considerable uncertainty with respect to business as usual. Under normal circumstances, Symbiont would propose the following schedule for implementing this project. Although Symbiont has no way of knowing the future impact of the coronavirus, we will strive to meet the dates proposed below. Significant business interruptions by the coronavirus may require the schedule to be extended. Symbiont will promptly communicate any delays due to the coronavirus as soon as they are foreseeable.

Symbiont has included a preliminary project schedule for the City of Cedarburg's review and consideration. The following schedule outlines major tasks, design milestones, and review periods based on Symbiont's current understanding of the project.

Task	Date
Public Works and Sewerage Commission Review	December 9, 2021
Common Council Approval	Before December 25, 2021
Fully Executed Contract	By January 15, 2022
Kickoff Meeting	Scheduled the week of February 14, 2022

Beginning March 28, 2022, Symbiont will divide into various task groups that will coordinate with the City of Cedarburg to develop unique schedules for:

- Creek monitoring and data collection
- Non-point source reductions within the City of Cedarburg
- Agricultural reductions

It is anticipated that both the creek monitoring and agricultural reductions task groups will begin immediately. The City of Cedarburg's non-point source reduction group will likely wait until late summer/early fall 2022 to begin discussions on potential source reduction projects once creek monitoring data is available. The exception to this would be the implementation of prairie conversion of the City-owned farmland. Design of the prairie could begin in July 2022 with the idea of proceeding with implementation in late summer/early fall 2022, as funds are available. All task groups will work to support the City of Cedarburg's tentative annual reduction goals, as outlined in Table 1-4 in the background section.



## | PROJECT COST

Symbiont will execute the tasks outlined in this proposal over five years, beginning February 2022 and terminating in January 2027, on a time and materials basis not to exceed a total of \$453,900.

Symbiont understands that the City of Cedarburg operates with an annual budget. The following table is an estimate of the annual labor cost and expenses that we anticipate. However, Symbiont reserves the right to shift project funds from one year to the next as needed.

Calendar Year	Cost
2022*	\$89,470
2023	\$89,350
2024	\$90,710
2025	\$87,500
2026	\$89,400
2027**	\$7,470
Total	\$453,900

\*The fee shown for 2022 covers February through December (11 months).

\*\*The fee shown for 2027 covers January (1 month)

This information is being provided for budgeting purposes and will be updated each August to assist the City of Cedarburg with annual budget forecasting.

## | CLARIFICATIONS

Any changes to the scope of work shall be executed by a written change order signed by Symbiont and the City of Cedarburg. The change order will summarize the scope change, indicate if a cost adjustment is necessary, and adjust the delivery date, if necessary. No change to the scope of work will be executed without a written, signed change order. Symbiont will invoice the City of Cedarburg on a monthly basis. The amount invoiced each month will be based on the services provided to the City of Cedarburg and any expenses incurred.

The costs in this proposal exclude any sales and use tax, goods and services tax, value added tax, or any other similar taxes. Upon award of the contract from the City of Cedarburg, Symbiont will request that the City of Cedarburg provide an exemption certificate for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply. This proposal is valid for 30 days from the date on the proposal.

Any engineering level of effort described within this proposal is limited to preliminary engineering, with the exception of agricultural best management practices. Symbiont will help the City of Cedarburg identify projects that can be executed within the city or at the wastewater treatment plant. The final design, bid documents, final plans, or installation and construction of any preliminary design are not included in the proposal but are available for an added fee. The City of Cedarburg is responsible for any testing and sample collection.

Symbiont has assumed that a minimal level of support is needed for grant applications. Symbiont has not included more than 10 hours per year for grant application support. Symbiont has not included any construction-related services, except for services provided to agricultural field improvements, which can be provided if necessary.



## | TERMS AND CONDITIONS

Provided within this proposal are our Terms and Conditions of Agreement (Form S-1 05-2021), which are an integral part of our contract for professional services. Please indicate your acceptance of this proposal (and the Terms and Conditions herein) by having an authorized Village of Grafton representative sign one copy and returning it to Symbiont.

We appreciate the opportunity to offer our professional engineering services. Please contact us if you have any questions regarding this proposal. We look forward to working with you on this and future projects.


Sincerely,

SYMBIONT®



Jonathan R. Butt, P.E.  
Project Manager

SYMBIONT®



Patrick Carnahan, P.E.  
Vice President

PROPOSAL NO. 36258 ACCEPTED BY:

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

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

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

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

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



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

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

**Article 1. Scope of Work**

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

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

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

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

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

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

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

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

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

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

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



### **Article 3. Confidentiality**

Symbiont and Client shall hold confidential all business or technical information obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement; and (5) to the extent reasonably necessary to effectuate the services of advisors, attorneys, or accountants for Symbiont and Client. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

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

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

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

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

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

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

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

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

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

### **Article 8. Suspension**

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

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



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

#### **Article 9. Termination**

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

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

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

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

#### **Article 11. Dispute Resolution**

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

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

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

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

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

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

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



#### **Article 14. Insurance**

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

- A. Worker's Compensation:  
of a form and in an amount as required by state law
- B. Employer's Liability:  
\$1,000,000 each accident  
\$1,000,000 disease, each employee  
\$1,000,000 disease, policy limit
- C. Commercial General Liability (bodily injury and property damage — combined single limit):  
\$1,000,000 annual aggregate
- D. Combined Errors and Omissions and Contractors Pollution Liability:  
\$1,000,000 each incident  
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

Symbiont hereby notifies Client that its subcontractors, and other persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

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

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

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

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

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

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

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

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

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

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

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

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



HISTORIC  
CEDARBURG  
WISCONSIN





## CITY OF CEDARBURG

**MEETING DATE:** December 13, 2021

**ITEM NO:** 8.B.

**TITLE:** Discussion and possible action on request to contract with Ruekert & Mielke Engineering for design work to upgrade Dorchester Lift Station

**ISSUE SUMMARY:** The Water Recycling Center will be upgrading the Dorchester lift station to eliminate the safety issue of confined space by replacing the control panel and generator with an enclosed Arrow building which includes all the controls and generator in arc-flash safe panels. Also, will be replacing old pumps with new efficient submersible pumps which can be removed from the top of the wet well.

**STAFF RECOMMENDATION:** Approve the hiring of Ruekert & Mielke Engineers to provide services on the Dorchester lift station.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** Approved @ December 9<sup>th</sup> Sewerage and Public Works meeting.

**BUDGETARY IMPACT:** These funds have been budgeted for 2022.

**ATTACHMENTS:** Services proposal.

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

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

2022 Dorchester Lift Station - Engineering Consultants

Proposals Submitted November 29, 2021

	Ruekert & Mielke	SEH	Cedar Corp.
Design Services	\$ 32,909.00	\$ 35,250.00	\$ 38,900.00
Construction Staking	\$ 2,350.00	\$ 2,940.00	\$ 840.00
Asbuilt Preparation	\$ 2,685.00	\$ 1,430.00	\$ 1,500.00
Submittal Review	\$ 3,741.00	\$ 3,225.00	\$ 3,000.00
TOTAL =	\$ 41,685.00	\$ 42,845.00	\$ 44,240.00

Construction Inspection (Per Hour)	\$120	\$95	\$95
			\$125 (Electrical)

## CITY OF CEDARBURG

**MEETING DATE:** December 13, 2021

**ITEM NO:** 8.C.

**TITLE:** Preliminary Presentation on Ordinance No. 2021-29 Lead Service Pipe Replacement Program.

**ISSUE SUMMARY:**

The Water Utility has been working with the City Engineer and others to draft an ordinance that will allow the City to require private homeowners to replace their water service lateral. The attached ordinance is predicated on the City/Utility receiving funds from the State or from Federal resources to offset the majority of the cost to individual customers. One thing we have discovered is that existing grant funds do not allow their use for any construction inspection. As a result, the ordinance is drafted for the individual homeowner to pay \$500 to offset the cost of inspection. All other costs would be paid by the grant funds...as long as they are available.

**STAFF RECOMMENDATION:** Review and provide feedback to staff... final ordinance will then be brought for possible adoption at the first meeting in January

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

**BUDGETARY IMPACT:** Internal staff time

**ATTACHMENTS:**

Draft Ordinance

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

**FOR MORE INFORMATION CONTACT:** Dale Lythjohan



## **DRAFT ORDINANCE NO. 2021-29**

### **An Ordinance Requiring Lead Service Line Replacements**

**SECTION 1.** Section 9-1-30 of the Code of Ordinances of the City of Cedarburg is hereby added as follows:

#### **SEC. 9-1-30 LEAD WATER SERVICE REPLACEMENT PROGRAM.**

##### **(1) Intent and Purpose.**

The Common Council of the City of Cedarburg finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead water service laterals in use within utility owned and customer owned portions of service and to that end declares the purposes of this ordinance to be as follows:

- (a) To ensure the water quality at every tap of Utility customers meets the water quality standards specified under the Federal Safe Drinking Water Act; and
- (b) To reduce the potential of lead leaching into the drinking water where lead services are present in City drinking water to meet Environmental Protection Agency (EPA) standards and ideally to reduce lead contaminant level to zero in City drinking water for the health of City residents; and
- (c) To meet the Wisconsin Department of Natural Resource (WDNR) requirements for local compliance with the Lead and Copper Rule (see 56CFR6460; Title 40 CFR part 141.80-141.91 and Chapter NR 809.54-809.55 Wisconsin Administrative Code).
- (d) Replace any lead services found in non-compliance with any state or federal contaminant levels as defined in the aforementioned Lead and Copper Rules within 45 days; and
- (e) To effect the replacement of all high risk (as defined in the Lead and Copper rules) lead service lines and the replacement of all remaining lead pipe water service lines in use in the city.
- (f) Funding of the lead laterals replacement program, and thus the actual replacement of the lead services, is based upon the Cedarburg Light and Water (Utility) receiving funding from Federal or State Programs.

##### **(2) Identification and Replacement of Lead Service Lines**

- (a) The Utility shall provide written notice for that years program to any person or entity who owns, manages or otherwise exercises control over a property connected to the Utility's water distribution system that has been inspected and determined to be constructed of lead. The notification shall be a minimum of 30 days prior to commencement of the construction.
- (b) Upon notice from the Utility, any person or entity who owns, manages or otherwise exercises control over a property connected to the Utility's water distribution system shall allow the utility or their designees to inspect the customer side service line to determine the material of construction as authorized pursuant to Wis. Stats. § 196.171 et seq.
- (c) Inspection Required. The Utility or their designee shall inspect all private connections to the public water mains for the presence of lead pipe prior to, if possible, or at the time that the Utility system is to be reconstructed and if unable to gain access for inspection, may pursue an inspection warrant.
- (d) Right of entry. Upon presentation of credentials, representatives of the Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the utility for inspection of service line. If entry is

refused, such representatives shall obtain a special inspection warrant under Wis. Stats. § 66.0119. Upon request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.

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

(f) In the event that a private water service lateral is found to not contain lead the utility or designee shall immediately notify the owner, in writing, of that fact along with information about the Utility's Lead Water Service Lateral Replacement Program.

(g) The Utility is to replace lead services at the Utility's expense except the last \$500 dollars if funding is available to the utility as further defined within this ordinance. Existing lead water service laterals connected to the Utility shall be replaced with water service laterals made of suitable material and at the Utility's expense. Replacement shall be completed on schedule with the replacement lead service replacement program as determined by the Utility. Except, any property tested by the Utility in accordance with Wisconsin Department of Natural Resources lead and copper monitoring that exceeds the lead level established by the Environmental Protection Agency's lead and copper rule, will be required to replace the lateral in forty-five (45) days. The Utility shall request unit bid prices for the calculation of the cost for private lead water service lateral replacement and replace the lateral as part of the utility project. This will include removing the entire lateral from the curb stop box to the water meter inside of the house and replacing all lead piping with suitable material and appropriate restoration.

(1) In the event a property owner notifies the Utility that they do not want to participate in the utility program, they may contract with a licensed contractor to complete the replacement. If the property owner selects this option, the lead water service lateral shall be replaced before the start of or during construction of the Utility project.

(2). If available, and should the property owner select this option, the property owner will pay the entire cost of the removal and replacement. In addition, all restoration will be the responsibility of the owner (for example, top soil, concrete, steps, asphalt, bushes, and porches). In addition, all replacements of the lateral shall follow all state and federal regulations and comply with city and utility requirements for all restoration and connections and materials. Furthermore, the Utility has the right to inspect the installation at the homeowners expense with written notice provided by the property owner of when the replacement will occur.

### **(3) Financing of Replacement**

(a) The Utility will provide funding for all costs up to the last \$500 for replacing private water service lines containing lead. This funding agreement must satisfy all the following conditions:

(1) Funding of the lead laterals replacement program, and thus the actual replacement of the lead services, is based upon the Utility receiving funding from Federal or State Programs. Funding provided by the Utility shall be for the total cost of replacing the lead service except as noted below;

(i.) The amount of funding for each property replacement will be based upon the aforementioned unit bid prices received; and

(ii.) In the event funding is not available for this purpose for any reason, the utility has the option to discontinue the program for a time to be determined until the funding is made available again.

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

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

Passed and adopted by the Common Council of the City of Cedarburg this 10th day of January, 2021.

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Michael O’Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

## CITY OF CEDARBURG

**MEETING DATE:** December 13, 2021

**ITEM NO:** 8.D.

**TITLE:** Discussion and possible action on Ordinance No. 2021-30, amending section 10-1-13(a) of the Code of Ordinances, to authorize the declaration of one-way streets for Hidden Grove Subdivision (Public Works and Sewerage Comm. 11/11/21)

**ISSUE SUMMARY:** For Hidden Grove Subdivision, staff is recommending that Magnolia Court be declared to be a one-way street. The Police Department and Public Works Commission support this signage layout.

**STAFF RECOMMENDATION:** Adopt Ordinance No. 2021-30.

**BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION:** The Public Works and Sewerage Commission at its meeting on November 11, 2021 recommended the staff signage proposal which included Magnolia Court being a one-way street.

**BUDGETARY IMPACT:** Cost for signs and poles to be billed back to the respective developers.

**ATTACHMENTS:**

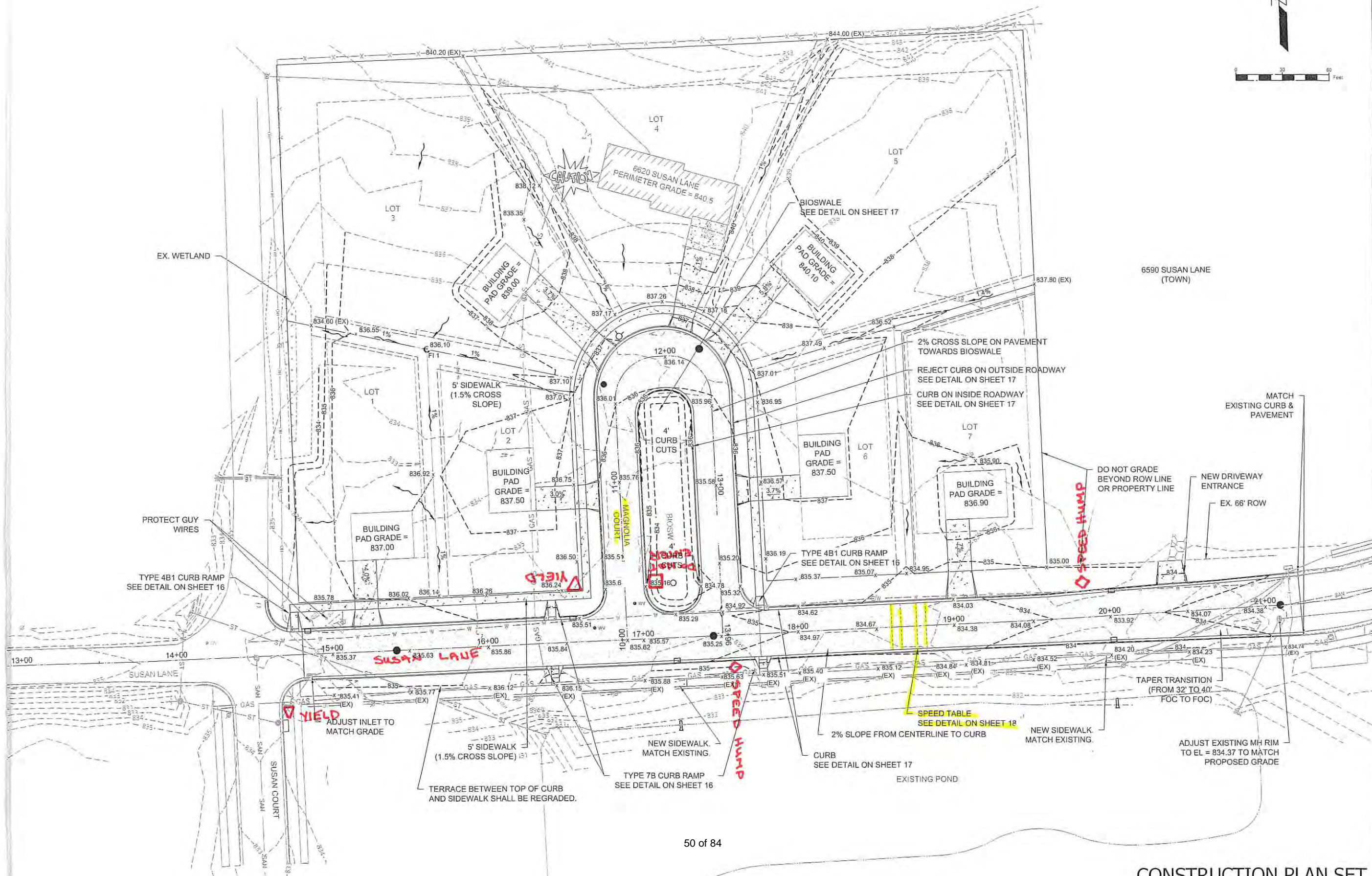
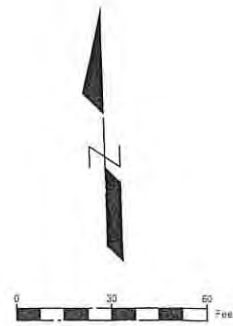
- Unofficial Minutes of 11/11/21 Public Works and Sewerage Commission Meeting
- Copy of proposed ordinance
- Signage Map

**INITIATED/REQUESTED BY:** Mike Wieser

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



SEE SHEET 2 FOR EXISTING/PROPOSED CONDITIONS NOTES AND LEGEND.  
PROPOSED PAD GRADE = GARAGE FLOOR ELEVATION.



**M Squared Engineering, LLC**  
...where engineering solutions meet water quality...

**HIDDEN GROVE DEVELOPMENT  
CEDARBURG, WI**

## GRADING & PAVING PLAN

DRAWN BY:	LKJ
DATE:	08/16/2021
CHECKED BY:	
HORIZ. SCALE:	
VERT. SCALE:	
PROJECT NO.	19-722-074

<b>REVISIONS</b>	
DATE:	REVISED BY:

**SHEET**  
**6 OF 22**

Cedarburg, WI 53012  
Phone: (262)376-4246 [www.msquaredengineering.com](http://www.msquaredengineering.com)  
Fax: (262)375-2274



## ORDINANCE NO. 2021-30

### **An Ordinance Declaring One-Way Streets in Hidden Grove Subdivision on Magnolia Court**

**SECTION 1.** Section 10-1-13(a) of the Code of Ordinances of the City of Cedarburg is hereby amended as follows:

- (a) **Designation of Permanent One-Way Streets.** Pursuant to Sec 349.10, Wis. Stats., the following streets are heretofore declared to be one-way streets, and no person shall operate any vehicle thereon except in the indicated directions:
  - (4) Upon Magnolia Court from Susan Lane to Susan Lane, vehicular traffic shall move only in a westerly direction.

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

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

Passed and adopted by the Common Council of the City of Cedarburg this 13<sup>th</sup> day of December 2021.

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Michael O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

Approved as to form:

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Michael P. Herbrand, City Attorney

**CITY OF CEDARBURG  
PUBLIC WORKS AND SEWERAGE COMMISSION  
November 11, 2021**

**PW/SEW2021111-1  
UNAPPROVED**

A regular meeting of the Public Works and Sewerage Commission of the City of Cedarburg, Wisconsin, was held Thursday, November 11, 2021. This meeting was held at Cedarburg City Hall, W63N645 Washington Avenue, second floor Council Chambers. The meeting was called to order at 7:00 p.m. by Mayor Michael O'Keefe.

Roll Call:	Present –	Ryan Hammetter, Mayor Michael O'Keefe, Sandy Beck, Bill Oakes, Bob Dries
	Excused-	Council Member Kristin Burkart, Gary Graham, Charles Schumacher
	Also Present -	Director of Engineering Michael Wieser, Cedarburg Water Recycling Center Lead Operator Dennis Grulkowski, Cedarburg Water Recycling Center Superintendent Eric Hackert, City of Cedarburg Residents Barb and Ken Albrecht, Robert Schatzman, Alan Eickburg

**STATEMENT OF PUBLIC NOTICE**

Secretary Kim Esselmann confirmed that proper legal notice of the meeting had been given.

**APPROVAL OF MINUTES**

Motion made by Commissioner Dries, seconded by Commissioner Beck, to approve the minutes of September 9, 2021. The motion carried unanimously with Commissioner Graham, Commissioner Schumacher and Council Member Kristin Burkart excused.

**COMMENTS AND SUGGESTIONS FROM CITIZENS**

No comments or suggestions were offered at this time.

**CONSIDER REQUEST FROM N68W7132/W7134 CLEVELAND STREET TO WIDEN DRIVEWAY AND DRIVE APPROACH TO 26 FEET WIDE; AND ACTION THEREON**

Mr. Ken Albrecht is requesting to widen the driveway behind the sidewalk from 21 feet wide to 26 feet wide and the driveway approach at the sidewalk from 18 feet wide to 26 feet wide.

The City Code states that openings for vehicular ingress and egress shall not exceed 18 feet at the right-of-way line and 20 feet at the curb for less than three car garages and 24 feet at the right-of-way line and 26 feet at the curb for three or more cars in residential districts and shall not exceed 30 feet at the right-of-way line and 35 feet at the curb in all other zoning districts.

Mr. Albrecht gave Commissioners a handout of the proposed drive approach and driveway measurements.

Motion made by Commissioner Beck, seconded by Commissioner Hammetter, to table this item so Director Wieser can work with the homeowner for a compatible solution due to safety concerns of ice damming, high school traffic, and with no financial payment from the City. The motion carried unanimously with Commissioner Graham, Commissioner Schumacher and Council Member Kristin Burkart excused.

**CONSIDER TRAFFIC CONTROL SIGNAGE FOR HIDDEN GROVE SUBDIVISION ON SUSAN LANE; AND ACTION**

Director Wieser stated the Hidden Grove subdivision has been paved, we need to erect the street name and traffic control signage.

We are proposing Magnolia Court to be one way traffic. This signage would include a Yield sign and Do-Not-Enter sign. Speed Hump signs are proposed on each side of the speed table. A Yield sign is also proposed on Susan Court at Susan Lane.

The developer will be billed for the cost of all required street name and traffic control signage.

City resident Robert Schatzman, W63N1020 Fairview Court, gave Commissioners a handout and feels that Susan Lane will become a raceway between Sheboygan Road and Washington Ave.

City resident Alan Eickburg, W104N6272 Susan Lane also believes Susan Lane will become a shortcut and promote numerous speeding vehicles.

Discussion was held and Director Wieser will contact the Cedarburg Police Department to do a speed study in the area from Holly Lane to Sheboygan Road now and after Susan Lane is open.

Motion made by Commissioner Oakes, seconded by Commissioner Beck, to follow staff recommendation for placing signage on Magnolia Court and on Susan Lane. The motion carried unanimously with Commissioner Graham, Commissioner Schumacher and Council Member Kristin Burkart excused.

**CONSIDER TRAFFIC CONTROL SIGNAGE FOR FAIRWAY VILLAGE SUBDIVISION ON WASHINGTON AVENUE; AND ACTION THEREON**

Director Wieser stated the first layer of asphalt has been placed in Fairway Village subdivision, we need to erect the street name and traffic control signage.

A Stop sign is proposed on Quail Lane at the Washington Avenue intersection. All other internal intersections are proposed to be controlled with Yield signs as these are T-intersections.

The developer will be billed for the cost of all required street name and traffic control signage.

Motion made by Commissioner Beck, seconded by Commissioner Oakes, to follow staff recommendation for placing signage on Washington Ave and throughout Fairway Village subdivision as proposed. The motion carried unanimously with Commissioner Graham, Commissioner Schumacher and Council Member Kristin Burkart excused.

**REVIEW PROPOSED 2022 ENGINEERING AND PUBLIC WORKS, CEMETERY AND WATER RECYCLING CENTER OPERATING AND CAPITAL BUDGETS; AND ACTION THEREON**

Director Wieser apologized for not bringing this to the Commission back in September. The overall budget did have a public hearing at the Common Council meeting on November 8 and is expected to be approved at the November 29 meeting.

Commissioners reviewed the budget and since it has already been approved by the Common Council, no action is needed.

**REPORTS**

**Update on Public Works Operations**

Superintendent Bublitz stated that public works crews are working on leaf pick up, putting up the Santa house, wreath placement and Christmas tree lights.

Superintendent Bublitz stated he hired two new people to replace Don Hahn who retired and for Jason Peterson who became the Cedarburg Fire Department full-time fire fighter. Since there was an opening in the Parks Department, Terry Maase moved to the open spot to allow Nathan Hartman and Jake Bougart to be hired as DPW crew members.

Commissioner Dries thanked Superintendent Bublitz and the crews for keeping the downtown and yard waste area looking neat and clean.

Highland Road bridge was hit by a vehicle on Tuesday November 9<sup>th</sup>. It is damaged and will need repair.

**Update on Water Recycling Plant Operations and Discussion of Monthly Reports**

Water Recycling Center Lead Operator Grulkowski discussed operations at the plant and plant performance through the effluent and influent reports for the month of September and October.

The Pioneer Road property was discussed regarding condition of the property. Superintendent Hackert stated the process of razing the silo, garages and well building are complete. He is still waiting for WE Energies to disconnect the gas so the house can be razed. There still are many personal items left in the house along with farm equipment left on the property and in the barn.

The Engineering RFP for the Dorchester lift station was submitted.

**Identify Future Agenda Items**

Items to be discussed at the next meeting:

- Susan Lane traffic and signage.
- N68W7132/W7134 Cleveland Street driveway approach.

**ADJOURNMENT**

Motion made by Commissioner Oakes, seconded by Commissioner Hammetter, to adjourn the meeting at 9:50 P.M. The motion carried unanimously with Commissioner Graham, Commissioner Schumacher and Council Member Kristin Burkart excused

Kim Esselmann  
Building Inspection/Public Works Secretary



## CITY OF CEDARBURG

**MEETING DATE:** December 13, 2021

**ITEM NO:** 8.E.

**TITLE:** Discussion and possible action on appointment of Election Officials for the period 01/01/2022 through 12/31/2023

**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, 2022 – December 31, 2023 term. 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

<b><u>2022-23 Poll Worker Interest</u></b>		
		<b><u>affiliation</u></b>
Arity	Barbara	
Auchter	James	
Auchter	Susan	Republican party
Bail	Barbara	Republican party
Bail	Phil	Republican party
Bartoletti	Tonya	
Beck	Sandy	
Bitter	Melissa	Republican party
Boettcher	Carol	Republican party
Boles	Diane	
Brandenburg	Laurie	Republican Party
Brasser	Jane	
Brown	Brook	
Centofanti	Michelle	
Charland	Elizabeth	Republican party
Cooley	Melissa	
Czech	Cathy	
Dahlman	Betty Jo	
Dehlinger	Sandy	
Dieffenbach	Dick	
Edmunds	Teri	Republican party
Eisenhauer	Greta	
Ellmaker	Paul	
Fischer	Sylvia	
Fowler	Donna	
Gierach	Connie	
Goeden	Patricia	Democratic Party
Goeks	Debra	
Graham	Jody	
Gresch	Aaron	
Grossmeyer	Barb	
Hagerman	H. Michael	
Holdmann	Joann	
Jacobson	Mary	
Johnson	Barbara	
Kalkopf	Rachel	
Kohlwey	Sandy	
Lindsay-Koltun	Joy	Democratic Party
Kotnik	Kathleen	
Kotnik	Tony(new poll worker)	
Kotula	John	
Kuerschner	John	Republican party
Leonard	Stephen	
Leonard	Karen	

Lillich	Mimi	Democratic Party
Loughran	Robert	Democratic Party
Macgillis	Pat	
Mapes	Richard	Republican party
Mesalk	Thomas	
Mitchell	Annette	
Mitchell	Gary	
Nennig	Michael	
Palleon	Marge	
Pattonallen	Beverlee	
Pernitz	Barbara	
Phillips	Betty	
Pinchott	Ron	
Pinchott	Catherine	
Pitel	Vonna	
Pliskie	Beverly	
Pokel	Deb	Republican Party
Port	Rachel	
Port	Rick	
Porteus	Barbara (Bonnie)	
Poss	Jodie	
Pretty	John	
Reilly	Mary	Republican Party
Reimer	Karen	
Reimer	Ronald	
Ricca	Al	Democratic Party
Roethel	Constance	
Russo	Kimberly	
Salter	Bob	
Sanders	Marc	
Sattler	Anna	
Schara	James	
Schara	Sandra	
Sette	Mark	
Sidney	Scott	Republican Party
Sieg	Roland	Republican Party
Smith	Pamela	
Sorchy	Val	
Spiering	Deb	Democratic Party
Stauske	Willis	
Steffen	Thad	Republican Party
Steffens	Donald	
Steffens	Donna	
Storch	Steve	
Switalski	Daniel	
Szudrowitz	Carol	
Szudrowitz	Gene	

Trescott	Pietrina	Republican Party
Tutewohl	Kathleen	
Tutewohl	Larry	
Walsh	Kristi	Democratic Party
Webber	Matthew	Democratic Party
Wegner	Dale	
Wienkers	Robin	
Wiesner	Kara	
Williams	Jody	
Woll	Jason	Republican Party
Yenor	Bruce	
Yip	Doug	
Zimmerman	Pam	Republican Party
Zitzer	Ingrid	Republican Party



## CITY OF CEDARBURG

**MEETING DATE:** December 13, 2021

**ITEM NO: 8.F.**

**TITLE:** Discussion and action on the use of American Rescue Plan (ARP) Funds

**ISSUE SUMMARY:** Requesting to use funds for Tourism, Promotion, and Development (\$40,000) and Badger Books for Elections (\$25,000).

### TP&D

Tourism, Promotion, and Development Committee is requesting funding for increased hours for the Tourism Coordinator and branding, marketing, and tourism promotion. We are currently working on a new visit Cedarburg website, increasing our presence in the Chicago and Minneapolis markets, creating new branding materials, and enhancing our tourism offerings. Currently, the tourism coordinator is hired for 18 hours a week which does not provide adequate time to accomplish the goals that we have set for tourism promotion and development. The funds will be used to increase the hours of the tourism coordinator to 30 hours per week for the next 3 years (\$31,000). The room tax funds provided to TP&D will continue to pay for the 18 hours per week already budgeted for this position. After the three years (3) funding for this position will be done through increased room tax revenue and/or future grants. The additional \$9,000 will be used by TP&D for branding, marketing, and tourism promotion. This includes creation of ads that will be featured in our targeted markets, creation of brand videos featuring Cedarburg as a tourist location and increasing our brand awareness throughout the community.

### Badger Books - Elections

With four (4) elections including the Governors election in November it will be important to look at ways that we can improve how we run elections and be able to decrease the amount of staff time required for each election. The \$25,000 will be used to purchase Badger Books software which is an electronic poll book system. The response from other communities utilizing badger books for elections has been overwhelmingly positive.

**STAFF RECOMMENDATION:** Staff recommends providing ARP funds for Tourism and purchasing of Badger Books.

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

**BUDGETARY IMPACT:** Positive.

**ATTACHMENTS:** Tourism Coordinator Job Description, Badger Book proposal, ARP spreadsheet

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

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



## TOURISM COORDINATOR

### Position Summary:

The Tourism Coordinator works under the supervision of the Chamber Executive Director, providing an expert level of communication/promotion on visiting Cedarburg.

### Cedarburg Chamber of Commerce & Visitor Center Mission Statement:

To **Promote** the economic future of Cedarburg's business community.

To **Preserve** the healthy living and business climate in our community.

To **Promote** local business and our community with an active marketing effort.

### Responsibilities:

- **Visitor Center:** The Chamber works in partnership with the History Museum to provide coverage at the Visitor Center and assist with training of new associates. Daily responsibilities include ensuring all materials are stocked, visitor center area is clean, and high level of customer service is provided. Tracks and manages all visitors along with the mailing of all requested visitor/relocation materials.
- **Promotion and Marketing Materials:** The Tourism Coordinator is responsible for the development and distribution of all marketing materials budgeted annually through the Tourism, Promotion, and Development Committee (TP&D) of the Chamber including:
  - Updating and maintaining the Chamber website with info related to tourism
  - Producing consistent social media communications related to tourism
  - Providing statewide and national tourism sites with updated event and visitor information.
  - Producing the Visitor Guide, Locator Map, and Annual Events Calendar.
  - Providing requested materials and support as requested/needed for tours coming into Cedarburg.
  - Scheduling and changing of Community Signboard messages
- **County Tourism:** currently serves as an active Board Member on the Ozaukee County Tourism Council.
- **Meetings & Reporting:** Attends regular staff meetings, TP&D, and other meetings related to tourism in Cedarburg.
  - Attends WiGCOT (Wisconsin Governor's Conference on Tourism) and Circle Wisconsin's Midwest Marketplace.
  - Provides monthly tourism reports both to the Chamber Executive Director and to the Tourism, Promotion, & Development Committees.

**Skills Required:** The Tourism Coordinator must possess excellent customer service skills coupled with experience in website management, marketing, and social media placement.

**Minimum Education and Experience:** Possession of a high school diploma and experience in tourism, marketing, or customer service. Knowledge of Cedarburg is necessary.

**Physical Requirements:** Must be able to lift a minimum of 25lbs. Standing, walking, and bending throughout the day.

This position is a part-time hourly position working 18 hours per week.  
Starting wage is \$14/hr.

**Please submit a cover letter and resume via email by April 9 to:**

**Maggie Dobson, Executive Director**  
**[director@cedarburg.org](mailto:director@cedarburg.org)**



## Paper Poll Books vs Badger Books

<b><u>Total Current Salaries with PAPER POLL BOOKS</u></b>				
	Number of Election Day positions	Pre- numbering	Total number of Election Worker Positions	Total spent on Salaries (some volunteered)
Aug-20	27	14	41	\$ 3,391.00
Nov-20	58	28	86	\$ 11,888.00
Feb-21	25	4	29	\$ 2,393.00
Apr-21	27	6	33	\$ 3,463.00
				<b>\$ 21,135.00</b>

<b><u>Total Estimated Salaries with BADGER BOOKS</u></b>				
	Number of Election Day positions	Pre- numbering	Total number of Election Worker Positions	ESTIMATED Total Salaries
Aug-20	17	0	17	\$ 2,295.00
Nov-20	31	0	31	\$ 4,185.00
Feb-21	15	0	15	\$ 2,025.00
Apr-21	23	0	23	\$ 3,105.00
				<b>\$ 11,610.00</b>

### PREP BEFORE THE ELECTION

Paper Poll Books		Badger Books	
Task	Result	Result	<u>Net Savings</u>
Print (14) poll books	2000 pages total, insert in binders with alpha tabs	1000 pages to have on hand in an emergency	1000 sheets of paper per election + ink cost
Print copies of blank EDR's	50-300 depending on election size	0	50-300 sheets of paper per election
Voter number tally sheets 7 packs per District per election	Total cost for each election = \$338.00	0	\$338.00 per election or \$1,352.00 during a year with (4) elections

### AFTER THE ELECTION

Paper Poll Books		Badger Books	
Task	Result	Result	<u>Net Savings</u>
Copy signed poll books	1000 pages	0	<i>another</i> 1000 sheets of paper per election + ink cost
Scanning poll books	typically consumes (2) to (5) days after an election	n/a	(2) to (5) days of time after an election
Reconciling - Clerk time	<i>Typically consumes 1 - 3 weeks of time following an election</i>	0	reconciliation finished the night of election
EDR Entry - Deputy Clerk time			
August 2020 = 47	(4) hours of time	0	
November 2020 = 295	(25) hours of time	0	
February 2021 = 9	(3/4) hour of time	0	
April 2021 = 50	(4) hours of time	0	
			EDR's finished by the end of the night



American Rescue Plan Funds Allocation Requests - Revised 11/1/21									
	Total	Funds Allocated	2021	2022					
Total Funds Available	\$1,214,469.24	Available Funds	\$607,234.62	\$607,234.62					
Total Funds Requested	\$1,265,469.62	Funds Allocated	\$412,010.00	\$345,000.00					
Requested funds over/(under) available	(\$51,000.38)	Total Available	\$195,224.62	\$262,234.62	\$457,459.24				
Low Risk									
Moderate Risk									
New Projects									
Organization/Department	Plan for ARP Funds	Total Requested Funds	2021 Approved Allocation	2022 Approved Allocation	Rationale for Project – Justification using Treasury Guidance	Eligible Use Category	Project Partners	Contact - Name	Other Information
City of Cedarburg	Small Business Help - Reimbursement of licenses and permits issued from March 3, 2021 to March 3, 2022	\$40,000.00	\$40,000.00		To assist our local businesses that have been impacted by the pandemic we would reimburse their license and permit fees they paid in 2020 and 2021 to the city.	Negative Economic Impact		Mikko Hilvo, Administrator	This is an immediate relief payment to our local businesses who are recoving from the negative effects of COVID on their businesses.
City of Cedarburg	Issue Business grants for façade improvements and uniform signage in our Business district	\$60,000.00	\$60,000.00		Our small Historic Business district has been impacted by the pandemic and we are trying to energize new business to come to the City and assist the exisiting businesses. These efforts will assist them is continuing to endure and recover from the costs of the Pandemic as well as spur new business to establish themselves in the City and better our community as a whole. These funds would be made available and advertised but if not utilized by 2024, they will be re-allocated to other initiatives.	Negative Economic Impact		Mikko Hilvo, Administrator	Landmarks and Plan Commission will develop a façade grant program that will be managed by the planning department.
City of Cedarburg	Economic Development Revolving Loan Fund (RLF)	\$40,000.00			Small businesses struggled through COVID leaving empty storefronts in many small town downtowns. The Economic Development Revolving Loan Fund would assist current businesses in retaining employees and bringing in new businesses to our our City. This would be managed by the City through direction from the Economic Development Board.	Negative Economic Impact		Mikko Hilvo, Administrator	Fund will be created by the Economic and Development Board. Needs specific guidelines to ensure eligibility.
Cedar Creek Settlement Merchants Association	Promote CCSMA and the City of Cedarburg	\$28,000.00			Revenue was lost due to the cancellation of Strawberry Festival (twice) and Wine & Harvest Festival	Negative Economic Impact		Jim Pape	Need additional clarification on the extent of economic harm.
Cedarburg Chamber of Commerce	Grow the Tourism Coordinator Position; Tourism-based promotional videos	\$40,000.00			The Chamber was forced to furlough the Programs Coordinator position in April 2020 due to the pandemic. They would like to add hours to the Tourism Coordinator position. They also wish to contine to showcase Cedarburg through tourism-based promotional videos.	Negative Economic Impact. Aid to Nonprofit Organizations		Maggie Dobson, Chamber Executive	Economic Development Board and TP&D are working on creating a visit Cedarburg website that will be managed by the tourism coordinator which will require additional hours.
Festivals of Cedarburg	Provide festival infrastructure of each festival and maintain a start-up financial cushion for the next festival	\$100,000.00			Revenue generated from Strawberry Festival and Wine & Harvest Festival was lost due to the canellation of these events.	Negative Economic Impact		James Pape, BJ Homayouni	Need Additional clarification on the use of the funds.
Fire Department Inc./Fire Department	Offset the cost of capital purchases by the City for the Cedarburg Fire Department	\$115,000.00	\$25,000.00		Lost revenue from the cancellation of four Maxwell Street events and the Ozaukee County Fair	Revenue Replacement		Chief Jeff Vahsholtz	Funds to be used for Fire Department Capital Projects
Lions Club	Acquire a trailer to assist in setting up for festivals, Acquire a new Bingo machine for use at Ozaukee County Fair; Resurface self-standing food & bar booths, purchase new lumber for seating at Ozaukee County Fair	\$9,600.00			Lost revenue from the cancellation of Cedarburg Festivals and the Ozaukee County Fair	Negative Economic Impact		Bob Guse	Funding for trailer in the amount of \$4000 helps with Festivals which impact City of Cedarburg Businesses. Additional information is required to verify the extent of economic harm.
Cedarburg Crush Softball	Improving Willowbrooke diamond	\$5,000.00	\$5,000.00		Increased outdoor recreation for local youths	Revenue Replacement (City Revenue Loss)	Parks, Recreation, & Forestry Department	Jamey Rappis	Funding provided for City owned field improvements based on agreed upon work with the organization. Payments will be done directly through the City for the specific projects.
Cedarburg Baseball	Improving City owned baseball facilities	\$7,529.62	\$5,000.00		Increased outdoor recreation for local youths	Revenue Replacement (City Revenue Loss)	Parks, Recreation, & Forestry Department	Brandon Hall	Funding provided for City owned field improvements based on agreed upon work with the organization. Payments will be done directly through the City for the specific projects.

Summer Sounds	Pay for the bands and sound company	\$28,730.00			There was \$28,730 in lost revenue due to Covid-19. The annual economic impact of Summer Sounds is \$1,378,000.	Negative Economic Impact		Sue Schroeder, Summer Sounds Executive Director	Additional information is required to verify economic harm
Wisconsin Museum of Quilts & Fiber Arts	Recoup from 2020 losses	\$37,000.00			WMQFA has nearly \$1,000,000 positive economic impact on our area per year. There was significant revenue loss to the museum due to the decline in admission & programming during the pandemic.	Negative Economic Impact		Melissa Wraalstad, Quilt Museum Director	Additional information is required to verify economic harm
City of Cedarburg	Upgrades to City Parks - All Childrens Playground	\$100,000.00	\$100,000.00		Outdoor recreation was key factor to aide everyone thru these pandemic times. Our parks are a key part to that. The improvement of All Childrens Playground to meet current ADA requirements will provide additional outdoor recreational space for all of our youth.	Revenue Replacement	Friends of Parks and Recreation	Danny Friess, Parks Director	Parks, Recreation, and Forestry Department will pay the vendor directly.
Treasurer	Accounting software	\$70,000.00			During the pandemic it was realized that less contact with other employees is beneficial in preventing the spread of COVID-19 or other illnesses. By moving toward a paperless accounting system we are able to decrease the amount and number of employees that need to have direct interaction with the finance department and each other as it relates to paying bills, approving purchase orders, inputting revenue, and budgetting.	Revenue Replacement		Christy Mertes, Finance Director	*This project also qualifies to use the revenue lost in 2020.
Library	Chromebooks, chromebook cases, wireless mice (10 of each)	\$4,540.00			Loss of revenue due to COVID-19; Current Windows 7 laptops can no longer run the newer STEM apps and connect with newer STEM devices. Due to end of life of Windows 7 and security issues, they really should not be made available for public use anymore.	Revenue Replacement		Linda Pierschalla, Library Director	
Library	Replace public internet workstations	\$6,980.00			The current public internet computers are of the large tower size. This makes it difficult to shift, move or design new spaces. The new proposal takes advantage of mini sized computers that can be mounted on the back of the display. This will make it easier to move and accomodate special requests.	Revenue Replacement		Linda Pierschalla, Library Director	
Library	Replace external electronic book drop	\$60,000.00	\$60,000.00		The current electronic exterior drive-up book drop is a great social distancing service, but it lends to more jamming and down time than the new styles offer. Anytime it is not working it is a loss of service and forces the citizen to enter the building to return items. The external book drop handles up to one-half of all returns, saving staff time.	Revenue Replacement		Linda Pierschalla, Library Director	
Parks and Recreation	Repair and Replace sections of the Interurban Trail	\$95,000.00		\$95,000.00	The pandemic has shown that our city residents enjoy going outdoors for exercise to avoid close indoor contact with others. We feel that the Interurban Trail is a vital component for outdoor recreation along with providing our residents a safe route to travel within the city. The trail also helps our local economy by increasing tourism to our small town.	Revenue Replacement		Danny Friess, Parks Director	
Library	Replace four self-checkout machines	\$20,000.00	\$24,920.00		One is already dead and two are well past end-of-life. Between 2/3 and 3/4 of all items checked out of the library are done so by the customer at a self-service machine. This is a quick service that limits interaction with staff and keeps personnel costs down.	Revenue Replacement		Linda Pierschalla, Library Director	
Library	Install a credit card system for printing and copier costs	\$11,000.00			This is the most requested service that the library currently doesn't offer. This will be more convenient for the public and will reduce interaction with staff. It will also reduce the amount of money exchanged between staff and the public, and will allow for the payment of library fines.	Revenue Replacement		Linda Pierschalla, Library Director	

Fire Department	Purchase a new radio base station	\$2,390.00	\$2,390.00		Fire and EMS communication is important during emergencies. The Fire Department has been heavily tasked during the pandemic and the need for updated equipment has increased. This base radio system will allow for increased efficiency and better communication between all responders in the city and county.	Public Health		Chief Jeff Vahsholtz	
Fire Department	Hazard Pay for Firefighters/EMTS' (Premium Pay)	\$39,700.00	\$39,700.00		Our Firefighters and EMT's have worked through the pandemic and continue to provide exceptional lifesaving and public safety services as a volunteer service. Many of them have volunteered their time to serve our community responding to calls, being present at major City events, and fundraising for the department. By providing them a stipend for their services it helps show them our appreciation for everything they do for our community.	Premium Pay - Public Sector Employees		Chief Jeff Vahsholtz	
Police Department	Patrol Vehicle	\$50,000.00	\$50,000.00		The need to replace aging patrol vehicles enhances public safety and saves on long-term vehicle repair costs. This amount replaces and outfits one patrol vehicle.	Revenue Replacement		Captain McNerney	
Light and Water Utility/WRC	Lead Pipe and Sewer Lateral Replacement program	\$250,000.00		\$250,000.00	City of Cedarburg has 1000 homes with lead water service pipes along with several hundred failing wastewater laterals. The repair of these services is the responsibility of the homeowner <del>but many chose not to do the</del>	Infrastructure	Light and Water Utility	Administrator, LW Executive, Water Utility Superintendent, Water Recycling Superintendent	
Clerks/Elections	Badger Books for Elections	\$25,000.00			The benefits of utilizing Badger Books are plentiful. The time savings before and after an election for the entire Clerk's Office would be immense as there would be no manual data entry, scanning of poll books, reconciling votes, etc. There would be a significant savings in reams of paper due to not relying on paper books. There would also be a significant reduction in the amount of election workers required	Revenue Replacement		Tracie Sette	
Community Charging Stations for Electric Vehicles									
Asphalt Repair Program in the Downtown District									
Broadband									
CedaLight Program (Holiday lights on buildings downtown)		\$20,000.00							
Park Cleanup Funds									
Total Funds Requested		\$1,265,469.62							
City of Cedarburg		\$1,031,382.70			The revenue loss calculation is based on a formula provided by the GFAO. A municipality can claim the revenue lost and then utilize those funds for government services.	Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.			

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/24/2021	PWBDD	39161	AT&T MOBILITY	CEDARBURG EM	500225	522410	123.55
11/24/2021	PWBDD	39163*#	BEYER'S HARDWARE	ADAPTER & CORDS	500347	555220	48.18
				KEYS	500240	555510	15.05
				TIMER, ELEC TAPE APPLICAT CLIP	500240	555510	149.62
				HOT RED ENAMEL PAINT	500240	555510	17.52
				RED ENAMEL PAINT	500240	555510	23.36
				CHECK PWBDD 39163 TOTAL FOR FUND 100:			253.73
11/24/2021	PWBDD	39166*#	CINTAS CORPORATION	RESTOCK	500350	533210	313.31
11/24/2021	PWBDD	39169	EGELHOFF LAWNMOWER SERVICE	CARBURETOR C1Q-S74D	500353	533210	37.50
11/24/2021	PWBDD	39170	FASTENAL COMPANY	GLOVES & TNT GLV	500350	533210	292.83
11/24/2021	PWBDD	39171	FIVE CORNERS DODGE	2018 FORD EXPLORER, ENGINE LIGHT ON	500240	522120	168.58
11/24/2021	PWBDD	39172*	GENERAL COMMUNICATIONS, INC.	SOUND OFF BLUE PRINT SYNC MODULE	500240	522120	210.00
11/24/2021	PWBDD	39173#	GOETZ S NURSERY LLC	36 PLANTING TREES	239837	000000	3,750.00
				36 PLANTING TREES	500341	555510	750.00
				CHECK PWBDD 39173 TOTAL FOR FUND 100:			4,500.00
11/24/2021	PWBDD	39174	GOLLNICK & SONS TREE SERVICE	WORK DONE AT N69W5779 BRIDGE ROAD	500290	555510	1,950.00
11/24/2021	PWBDD	39176*#	GUETZKE & ASSOCIATES, INC.	SERVICE DIVISION 3	500350	533210	240.00
11/24/2021	PWBDD	39177	JOHNSONS GARDENS	STRAW BALE	500240	555510	19.98
				STRAW BALE	500240	555510	9.99
				CHECK PWBDD 39177 TOTAL FOR FUND 100:			29.97
11/24/2021	PWBDD	39179	KIESLER POLICE SUPPLY	GLOCK PISTOL	500380	522120	597.50
11/24/2021	PWBDD	39182	MATHESON TRI-GAS INC	RENTAL PERIOD 10/1/2021- 10/31/2021	500350	533210	37.14
11/24/2021	PWBDD	39183	NAPA AUTO PARTS	NAPAGOLD OIL FILTER #81	500353	533210	7.68

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Fund: 100 GENERAL FUND							
				TACKY RED GREASE - SHOP	500353	533210	47.00
				BRAKE PARTS CLEANER - SHOP	500353	533210	33.48
				NAPAGOLD OIL FILTER, FUEL FILTER #91	500353	533210	146.65
				CHECK PWBDD 39183 TOTAL FOR FUND 100:			234.81
11/24/2021	PWBDD	39184	OFFICE 8	COPY PAPER	500312	514100	329.90
11/24/2021	PWBDD	39186#	ONTECH SYSTEMS, INC	ADOBE LICENSE FOR CLERKS OFFICE	500310	514100	84.95
				STORAGE CRAFT BACKUP DEC BILLING	500210	514700	690.00
				CHECK PWBDD 39186 TOTAL FOR FUND 100:			774.95
11/24/2021	PWBDD	39188	OUTDOOR LIGHTING CONST CO, INC.	PIONEER ROAD- INTERURBAN TRAIL CROSSING	500210	533110	46,085.40
11/24/2021	PWBDD	39189	OWEN'S OFFICE SUPPLIES	DOOR HANGERS	500310	555510	38.50
11/24/2021	PWBDD	39191*#	QUALITY STATE OIL CO., INC.	OIL ANALYSIS LUBRICATION	500351	533210	500.00
11/24/2021	PWBDD	39193#	REINDERS, INC.	WHEEL LUG STUD & LUG NUT	500353	533210	207.04
				4" E-TAPLE BIODEGRADABL	500240	533440	224.64
				CHECK PWBDD 39193 TOTAL FOR FUND 100:			431.68
11/24/2021	PWBDD	39194	SCHICHEL'S NURSERY, INC.	BARE ROOT TREES FOR FALL PLANTING	500341	555510	10,250.00
11/24/2021	PWBDD	39195	SES LLC	MOTOR KIT # 76	500353	533210	360.16
11/24/2021	PWBDD	39196	SHERRILL, INC	KASK VISOR ADAPTER FOR ZENITH HELMETS	500240	555510	33.72
11/24/2021	PWBDD	39200	TRUCK COUNTRY-MILWAUKEE NORTH	PIN, BUSHING GASKETS & CLAMPS # 91	500353	533210	446.81
				BUSHING - FRT #91	500353	533210	223.26
				CHECK PWBDD 39200 TOTAL FOR FUND 100:			670.07
12/03/2021	PWBDD	39204*#	AT&T	PHONE BILL	500225	518100	90.89
				OCTOBER 17 - NOVEMBER 16, 2021	500225	522110	107.00
				PHONE BILL	500225	522230	95.29
				PHONE BILL	500225	533210	88.36
				CHECK PWBDD 39204 TOTAL FOR FUND 100:			381.54



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Fund: 100 GENERAL FUND							
12/03/2021	PWBDD	39205	AT&T MOBILITY	WIRELESS SERVICE	500225	522110	1,044.05
12/03/2021	PWBDD	39208#	BEYER'S HARDWARE	TAPE MEASURE	500240	518100	12.59
				BAG & KEY RING	500350	533210	21.57
				CLEANER & WIPES	500350	533210	94.45
				WARMERS , GAS TAPE & PIPE INSULATION	500350	533210	77.02
				FUEL OIL	500353	533210	28.33
				COUPLINGS	500240	533311	68.70
				CLR THERMOSTAT COVER	500240	555510	19.79
				CHECK PWBDD 39208 TOTAL FOR FUND 100:			322.45
12/03/2021	PWBDD	39212	CEDARBURG POLICE ASSOCIATION	2021 CPD LONGEVITY	500159	522120	7,539.00
12/03/2021	PWBDD	39213	CHARTER COMMUNICATIONS	MONTHLY INTERNET	500225	522110	434.00
12/03/2021	PWBDD	39215	CHUCK MOEGENBURG	WINDOW CLEANING	500240	518100	110.00
12/03/2021	PWBDD	39219	DISCOVERY COACH	CHARTER DEPOSIT FOR FIRESIDE 9/15/22	500390	555140	100.00
12/03/2021	PWBDD	39222	FASTENAL COMPANY	GREASE GUN	500351	533210	218.90
				CLEVIS PIN	500353	533210	22.92
				PT# W5594399	500353	533210	39.29
				CHECK PWBDD 39222 TOTAL FOR FUND 100:			281.11
12/03/2021	PWBDD	39229	JOHNSON CONTROLS SECURITY SOLU	JOB# 0570773202	500240	522110	940.00
12/03/2021	PWBDD	39230	JONATHAN CENSKY	NOVEMBER PLANNING SERVICES	500210	566310	6,097.90
12/03/2021	PWBDD	39242	NAPA AUTO PARTS	TACKY RED GREASE	500353	533210	112.80
				GOVERNOR	500353	533210	11.73
				CHECK PWBDD 39242 TOTAL FOR FUND 100:			124.53
12/03/2021	PWBDD	39243	NATIONAL RECREATION & PARK	MEMBER ID # 31778 MEMBERSHIP DUES	162000	000000	175.00
				YOUNG PROFESSIONAL MEMBERSHIP #256403	162000	000000	110.00
				CHECK PWBDD 39243 TOTAL FOR FUND 100:			285.00
12/03/2021	PWBDD	39245	OFFICE DEPOT	10970864 FORMS & ENVELOPES	500310	515600	83.98

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Fund: 100 GENERAL FUND							
12/03/2021	PWBDD	39247	PORT WASHINGTON ADULT SENIOR	HOLIDAY INN AT THE FIRESIDE	500390	555140	1,556.35
12/03/2021	PWBDD	39248	REINDERS, INC.	STAPLE	500240	533440	20.00
12/03/2021	PWBDD	39250	SHERWIN INDUSTRIES, INC.	MANHOLE PROTECTION RINGS	500240	533440	1,452.54
12/03/2021	PWBDD	39251	SHORT ELLIOTT HENDRICKSON INC	PROJECT# 141581 CEDBU GENERAL	500210	533110	1,232.35
12/03/2021	PWBDD	39256	STUMP GRINDING 4 LESS, LLC	STUMP GRINDING LISTS 7-9	500290	555510	14,037.61
12/03/2021	PWBDD	39259*#	U.S. CELLULAR	PHONE BILL	500225	522310	125.55
				PHONE BILL	500225	522310	42.36
				PHONE BILL	500225	533110	38.86
				PHONE BILL	500225	533110	42.86
				PHONE BILL	500225	533210	25.36
				PHONE BILL	500225	533210	42.86
				PHONE BILL	500225	533210	39.86
				PHONE BILL	500225	533210	25.36
				PHONE BILL	500225	555145	2.54
				PHONE BILL	500225	555510	51.41
				PHONE BILL	500225	555510	10.86
				PHONE BILL	500225	555510	10.86
				PHONE BILL	500225	555510	10.86
				PHONE BILL	500225	555510	10.86
				CHECK PWBDD 39259 TOTAL FOR FUND 100:			480.46
12/03/2021	PWBDD	39260	UNIFIRST CORPORATION	BILL HINTZ SHORTS & PANTS	500350	533210	53.12
				BAGGED WIPERS , SHIRTS & PANTS BILL	500350	533210	53.12
				BAGGED WIPERS, SHIRTS & PANTS BILL	500350	533210	53.12
				CHECK PWBDD 39260 TOTAL FOR FUND 100:			159.36
12/03/2021	PWBDD	39263	WAUKESHA COUNTY TECHNICAL COLLEGE	SFST INSTRUCTOR COURSE- BENJAMIN	500330	522120	100.00
12/03/2021	PWBDD	39265	WISCONSIN HUMANE SOCIETY	STRAY PERIOD OCTOBER 2021	500213	522110	42.50
Total for fund 100 GENERAL FUND							105,288.03

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Fund: 200 CEMETERY FUND							
11/24/2021	PWBDD	39163*#	BEYER'S HARDWARE	FLUO MARK PAINT	500350	544210	24.44
				Total for fund 200 CEMETERY FUND			24.44

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Fund: 220 RECREATION PROGRAMS FUND							
11/24/2021	PWBDD	39160	AMY MILLER	ACTIVITY CANCELLATION	467319	000000	150.00
11/24/2021	PWBDD	39181	MASTER PRINTWEAR	YOUTH JACKETS & LADIES TRICOT JACKETS	500394	555390	1,205.00
11/24/2021	PWBDD	39190	PORT WASHINGTON HS VARSITY DANCE	SHAKE THE LAKE DANCE COMPETITION	500394	555390	1,361.00
12/03/2021	PWBDD	39201	AARON WARTICK	CIVIC BAND	500386	555390	28.00
12/03/2021	PWBDD	39203	ANDREA SCHMIDT	CIVIC BAND	500386	555390	53.00
12/03/2021	PWBDD	39207	BETH THIERFELDER	CIVIC BAND	500386	555390	460.00
12/03/2021	PWBDD	39209	BILL BOEGER	CIVIC BAND	500386	555390	117.00
12/03/2021	PWBDD	39210	BILL STONE	CIVIC BAND	500386	555390	18.00
12/03/2021	PWBDD	39211	BRAD DIAMOND	CIVIC BAND	500386	555390	98.00
12/03/2021	PWBDD	39214	CHUCK LANGFORD	CIVIC BAND	500386	555390	117.00
12/03/2021	PWBDD	39218	DAVID RIDGELY	CIVIC BAND	500386	555390	20.00
12/03/2021	PWBDD	39220	EMI TREPTOW	CIVIC BAND	500386	555390	18.00
12/03/2021	PWBDD	39221	ERIC LANG	CIVIC BAND	500386	555390	107.00
12/03/2021	PWBDD	39225	HEIDI HINCK	CIVIC BAND	500386	555390	117.00
12/03/2021	PWBDD	39227	JACOB SCHEER	CIVIC BAND	500386	555390	41.00
12/03/2021	PWBDD	39231	JUDY LANG	CIVIC BAND	500386	555390	60.00
12/03/2021	PWBDD	39232	KATHERINE IDLEMAN	CIVIC BAND	500386	555390	97.00
12/03/2021	PWBDD	39233	KATRINA HINCK	CIVIC BAND	500386	555390	78.00
12/03/2021	PWBDD	39234	KELLY THIERFELDER	CIVIC BAND	500386	555390	10.00
12/03/2021	PWBDD	39235	KIM VIELEHR	CIVIC BAND	500386	555390	10.00
12/03/2021	PWBDD	39236	KRISTINE MORANO	CIVIC BAND	500386	555390	257.00
12/03/2021	PWBDD	39237	LAURIE GREGORY	CIVIC BAND	500386	555390	107.00
12/03/2021	PWBDD	39238	LINDA SCHMALZ	CIVIC BAND	500386	555390	88.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 220 RECREATION PROGRAMS FUND							
12/03/2021	PWBDD	39239	MARGARET SCOTTBERG	ACTIVITY CANCELLED 2ND - 3RD COED	467327	000000	70.00
12/03/2021	PWBDD	39240	MIKAYLA MORANO	CIVIC BAND	500386	555390	28.00
12/03/2021	PWBDD	39241	MIKE BESAW	CIVIC BAND	500386	555390	117.00
12/03/2021	PWBDD	39244	NICOLE LANG	CIVIC BAND	500386	555390	117.00
12/03/2021	PWBDD	39246	PAUL SHORE	CIVIC BAND	500386	555390	57.00
12/03/2021	PWBDD	39249	SHARON THUROW	CIVIC BAND	500386	555390	47.00
12/03/2021	PWBDD	39252	STACEY JOHNSON	CIVIC BAND	500386	555390	78.00
12/03/2021	PWBDD	39254	STEVE ADGET	CIVIC BAND	500386	555390	38.00
12/03/2021	PWBDD	39257	SUE STECKEL	CIVIC BAND	500386	555390	73.00
12/03/2021	PWBDD	39258	SUSAN KLEIN	CIVIC BAND	500386	555390	8.00
12/03/2021	PWBDD	39262	WALTER SCHILLING	CIVIC BAND	500386	555390	53.00
12/03/2021	PWBDD	39264	WENDY WIDENER	CIVIC BAND	500386	555390	38.00
Total for fund 220 RECREATION PROGRAMS FUND							5,341.00



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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 231 AMERICAN RESCUE PLAN ACT							
11/24/2021	PWBDD	39172*	GENERAL COMMUNICATIONS, INC.	SQUAD #5 EQUIPMENT AND INSTALLATION	500811	522120	14,497.04
Total for fund 231 AMERICAN RESCUE PLAN ACT							14,497.04

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND							
11/24/2021	PWBDD	39159	A TO Z REFRIGERATION & HVAC, I	COOLING SERVICE	500290	555110	1,250.00
11/24/2021	PWBDD	39162	BAKER & TAYLOR BOOKS	MOVIES	500319	555110	35.87
				BOOKS	500319	555110	342.93
				MOVIES - STILLWATER & CROWN	500319	555110	68.92
				RESPECT MOVIE	500319	555110	32.27
				MOVIE	500319	555110	39.41
				MOVIE	500319	555110	40.19
				CHECK PWBDD 39162 TOTAL FOR FUND 260:			559.59
11/24/2021	PWBDD	39166*#	CINTAS CORPORATION	MATS	500350	555110	66.87
11/24/2021	PWBDD	39167	DATAComm PLUS	PHONE SERVICES			** VOIDED **
				MONTHLY CHARGE FOR OCTOBER 2021			** VOIDED **
11/24/2021	PWBDD	39168	E.L.S. LANDSCAPING & LAWN	FALL CLEAN UP	500290	555110	749.05
11/24/2021	PWBDD	39176*#	GUETZKE & ASSOCIATES, INC.	TEST & INSPECTION	500290	555110	288.00
11/24/2021	PWBDD	39178	KENT ADHESIVE PRODUCTS CO.	POLYESTER LABEL PROTECTORS	500310	555110	115.84
11/24/2021	PWBDD	39187	ORKIN COMMERCIAL SERVICES	NOVEMBER SERVICES	500290	555110	78.00
12/03/2021	PWBDD	39204*#	AT&T	PHONE BILL	500225	555110	130.46
12/03/2021	PWBDD	39206	BAKER & TAYLOR BOOKS	BOOKS	500319	555110	344.45
12/03/2021	PWBDD	39223	FILM IDEAS, INC.	MOUNTAINS & LIFE SERIES & WORLDS MOST	500319	555110	835.00
12/03/2021	PWBDD	39228	JAMES IMAGING SYSTEMS, INC.	MONTHLY AGREEMENT	500312	555110	347.58
12/03/2021	PWBDD	39261	VISUAL IMAGE PHOTOGRAPHY, INC.	LIBRARY LINKS NOVEMBER - JANUARY	500223	555110	109.50
				Total for fund 260 LIBRARY FUND			4,874.34

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Fund: 350 TIF DISTRICT FUND #4							
11/24/2021	PWBDD	39185	OLIVER FIONTAR LLC	AMCAST DRAW #64 CLEAN UP ARNOLD'S	500227	566710	146.81
				DRAW #64 LABOR	500227	566710	16,355.00
				CHECK PWBDD 39185 TOTAL FOR FUND 350:			16,501.81
				Total for fund 350 TIF DISTRICT FUND #4			16,501.81

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CHECK DATE FROM 11/21/2021 - 12/03/2021  
Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 353 TIF DISTRICT #6							
11/24/2021	PWBDD	39192	R.A. SMITH NATIONAL	1200167.04 PROJECT HILTOP DRIVE	500210	566710	7,644.60
				1200167.02 CEDARBURG BUSINESS PARK	500210	566710	17,560.12
				CHECK PWBDD 39192 TOTAL FOR FUND 353:			25,204.72
11/24/2021	PWBDD	39197	SPECTRUM	HWY 60 BUSINESS PARK INSTALLATION	500456	566710	60,769.00
				Total for fund 353 TIF DISTRICT #6			85,973.72

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 400 CAPITAL IMPROVEMENTS FUND							
11/24/2021	PWBDD	39175	GRAEF	CEDARBURG WOOLEN MILL DAM FAILURE	500874	533750	3,400.00
11/24/2021	PWBDD	39180*#	KOPPLIN & KINAS CO., INC.	2021 STREET & UTILILTY PROJECT (FINAL)	156200	000000	128.62
				2021 STREET & UTILILTY PROJECT (FINAL)	500854	533311	272,569.98
				2021 STREET & UTILILTY PROJECT (FINAL)	500475	533440	8,406.82
				CHECK PWBDD 39180 TOTAL FOR FUND 400:			<u>281,105.42</u>
12/03/2021	PWBDD	39202	AECOM TECHNICAL SERVICES INC	PROJECT# 60632538 , SW SUPPORT & DPW	500472	533440	4,239.60
12/03/2021	PWBDD	39217	CORNERSTONE ONE, LLC	BOILER REPLACEMENT AT PD	500807	522110	19,811.00
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			308,556.02



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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
11/24/2021	PWBDD	39163*#	BEYER'S HARDWARE	UTIL PRYBAR	500340	573830	25.18
				KEY, OCT BOX & KEYLESS LAMPHOLDER	500340	573830	17.39
				GALV NIPPLE & GAL ELBOW	500340	573830	20.68
				CHECK PWBDD 39163 TOTAL FOR FUND 601:			63.25
11/24/2021	PWBDD	39164	CEDARBURG LIGHT & WATER	NOVEMBER 2021 SEWER BILL	500216	573850	10,930.20
11/24/2021	PWBDD	39165	CEDARBURG OVERHEAD DOOR CO.	WORK AT 1838 PIONEER ROAD	500383	573835	464.00
11/24/2021	PWBDD	39180*#	KOPPLIN & KINAS CO., INC.	2021 STREET & UTILILTY PROJECT (FINAL)	184313	000000	5,928.10
11/24/2021	PWBDD	39191*#	QUALITY STATE OIL CO., INC.	PERF GOLD DYED ULSD	500240	573845	1,170.10
11/24/2021	PWBDD	39198	SYMBIONT	FINAL PHOSPHORUS COMPLIANCE PLAN	185334	000000	700.00
11/24/2021	PWBDD	39199	TOWN OF GRAFTON	ZARLING PROPERTY, GARBAGE & RECYCLING	500383	573835	105.44
12/03/2021	PWBDD	39204*#	AT&T	PHONE BILL	500225	573825	122.21
12/03/2021	PWBDD	39216	CINTAS CORPORATION	SHIRTS, PANTS & MATS	500372	573825	100.67
12/03/2021	PWBDD	39224	HACH COMPANY	CHLORIDE TNT	500370	573825	190.90
12/03/2021	PWBDD	39226	INTERSTATE SAWING & DEMOLITION	CUT THRU CONCRETE CHAIN & WALL SAW	500340	573830	975.00
12/03/2021	PWBDD	39255	STEVLIN S LOCK SHOP	3 CYLINDER LOCKS	500383	573835	160.50
12/03/2021	PWBDD	39259*#	U.S. CELLULAR	PHONE BILL	500225	573825	38.86
				PHONE BILL	500225	573825	38.77
				PHONE BILL	500225	573825	25.86
				PHONE BILL	500225	573825	10.86
				PHONE BILL	500312	573825	1,114.86
				CHECK PWBDD 39259 TOTAL FOR FUND 601:			1,229.21
				Total for fund 601 WATER RECYCLING CENTER			22,139.58

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 700 RISK MANAGEMENT FUND							
12/03/2021	PWBDD	39253	STAFFORD ROSENBAUM LLP	OCT 2021 LEGAL FEES-S. BUCK CLAIM #	500546	519400	286.50
				Total for fund 700 RISK MANAGEMENT FUND			286.50
TOTAL - ALL FUNDS							563,482.48

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

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
11/20/21-12/8/21

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
<b>PWSB CHECKING ACCOUNT</b>		
11/29/2021	\$2,741.98	Light & Water-October charges
11/29/2021	\$1,650.70	Light & Water-October charges
11/29/2021	\$39,131.86	Light & Water-October charges
11/30/2021	\$81,404.87	WRS-October remittance
12/2/2021	\$95,415.26	WPS-December health ins premiums
12/2/2021	\$6,701.82	Delta Dental-December dental ins premiums
12/2/2021	\$372.03	WindRiver-November credit card processing fees
12/3/2021	\$7,374.48	Health Savings Accounts-contributions for 11/14/21-11/27/21
12/3/2021	\$1,739.98	ICMA-contributions for 11/14/21-11/27/21
12/3/2021	\$4,446.77	North Shore Bank-contributions for 11/14/21-11/27/21
12/3/2021	\$467.50	Police Union-contributions for 11/14/21-11/27/21
12/3/2021	\$346.15	State of Wisconsin-child support for 11/14/21-11/27/21
12/3/2021	\$250.00	Wis Deferred Comp-contributions for 11/14/21-11/27/21
12/3/2021	\$1,500.00	Pitney Bowes-postage
12/8/2021	\$536.63	Superior Vision-December vision ins premiums
12/8/2021	\$3,228.72	Minnesota Life-January 2022 life ins premiums
12/8/2021	\$1,002.06	AFLAC-November premiums
	<u>\$248,310.81</u>	

**PWSB PAYROLL CHECKING ACCOUNT**

12/3/2021	\$153,163.73	Payroll for 11/14/21-11/27/21
12/3/2021	\$65,473.49	Payroll taxes for 11/14/21-11/27/21
	<u>\$218,637.22</u>	

**PWSB MONEY MARKET ACCOUNT**

11/19/2021	\$150,000.00	PWSB Checking
11/24/2021	\$90,000.00	PWSB Checking
12/2/2021	\$220,000.00	PWSB Payroll
	<u>\$460,000.00</u>	

**PWSB CAPITAL IMPROVEMENT MONEY MARKET ACCOUNT**

11/24/2021	\$344,000.00	PWSB Checking
12/3/2021	\$200,000.00	PWSB Checking
	<u>\$544,000.00</u>	

**STATE POOL**

11/22/2021	\$400,000.00	PWSB Money Market
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City of Cedarburg

## City Administrator's Report

December 9, 2021

### Department News

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

**Treasurer**— The preliminary audit was held remotely, last Thursday and Friday. Finance Director/Treasurer Mertes, Superintendent Hackert, and Lead Operator Grulkowski spoke to Jon Cameron from Ehlers regarding the water recycling fees included in the impact fee study on Monday. The tax bills were available online beginning Monday and should have been mailed on Tuesday or Wednesday. Finance Director/Treasurer Mertes had a call with CVMIC on Tuesday regarding the City's cyber security insurance because the carrier is requiring more information at renewal, and had a webinar through CVMIC on Wednesday on Diversity, Equity and inclusion.

**Library**—Director Pierschalla provided the following statistics for last month: 64 new library cards were issued, 8,395 people entered the building, 13,630 items were checked out, 2,753 e-books downloaded, 833 CPL Radio listeners, 226 SPL Radio podcast downloads, 482 views of Bloody Mary Walk video, and 620 views of CHS play video.

The Library has started a Library of Things that is very popular. Things include: Giant Jenga, cornhole toss boards, jigsaw puzzles, board games, hotspots, video maker, drones, cake pans, InstantPot, immersion blender and many, many other things. Things purchases are made possible through the Friends of the Library.

The Library will be closed to the public on Friday, December 10 for a staff in-service training day. Normal hours will resume on Saturday, December 11.

**Light & Water**— General Manager Lythjohan will be introducing a draft ordinance requiring lead service line replacements at the December 13 Council meeting and will be seeking final approval at the January 10 Council meeting.

**Administrator**— Former 7th District Council Member Robert Thompson (1990-1994), passed away on November 29.

Respectfully submitted,

Mikko Hilvo

## 2021 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Single Family	2	3	3	5	2	1		2		4			22
Duplex				2		2		2	2				8
Assessory Building			1	6	2	4	1	4	2	1			21
Addition/Alteration	34	15	26	28	20	32	17	12	15	15	9		223
Commerical New Constructio			1						1				2
Commercial Additions/Alterati			1			2			2		5		10
Pools			1										1
Razing			1	1									2
Heat/Vent	19	19	28	38	24	31	31	27	24	27	19		287
Signs	1		3		6	2	4		2	1	2		21
Plumbing	39	27	43	38	41	38	30	31	31	27	23		368
Electrical	28	27	42	44	39	38	37	37	29	40	36		397
Occupancy	7	4	6	8	7	5	4	4	4	7	4		60
TOTAL VALUE TO CITY	1,535,250	2,278,091	3,219,218	3,457,364	1,497,787	1,918,081	688,232	2,549,877	1,125,858	3,040,946	473,654		21,784,358
INSPECTIONS													
JOE JACOBS	3	3	1	4	5	8	7	3	1				35
MICHAEL BAIER	173	197	220	193	236	174	149	165	161	150	144		1962
ROGER KISON							33						33