OFFICIAL NOTICE AND AGENDA FOR THE REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF CUDAHY, WI. TO BE HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DRIVE, CUDAHY, WI. TUESDAY DECEMBER 20, 2022 at 7:00 P.M.

Certification of the open meeting law requirements and approval of the agenda.
Call of roll and announcement of presence or absence of a quorum.
Pledge of Allegiance
Moment of Silence

PUBLIC HEARINGS
None

PRESENTATIONS
Presentation of Resolution No. 7514 entitled "A Resolution to Recognize the Dedicated Service to the City of Cudahy by Gregory Witkowski".

***PUBLIC COMMENT** (agenda items only).

CONSENT AGENDA ITEMS
(Items under the consent agenda may be acted upon by one motion. If in the judgment of any Council Member, a consent agenda item needs discussion, the item can be removed and discussed under "Items Removed from Consent Agenda").

1. Minutes of the Finance Committee held August 16, 2022.
2. Minutes of the Joint Meeting of the Board of Public Works and Traffic and Safety Committee held August 31, 2022.
3. Minutes of the Special Finance Committee held September 27, 2022.
4. Minutes of the Joint Meeting of the Board of Public Works and Traffic and Safety Committee held October 10, 2022.
5. Minutes of the Rules, Laws and License Committee held on November 2, 2022.
6. Minutes of the Design Review Board held November 8, 2022.
7. Minutes of the Plan Commission held November 8, 2022.
8. Minutes of the Regular Meeting of the Common Council held November 15, 2022.
9. Minutes of the Special Meeting of the Common Council held November 22, 2022.
10. Minutes of the Special Personnel Committee held December 13, 2022.
11. Claims ending November 30, 2022 in the amount of $478,753.41.

ITEMS REMOVED FROM CONSENT AGENDA
None

OLD BUSINESS
None

NEW BUSINESS (including items for future agenda consideration or Committee Assignment)

1. Discussion and necessary action regarding request to designate ARPA funds for Cudahy Police Department Tasers.
2. Discussion and necessary action regarding request to designate ARPA funds for Cudahy Police Department Livescan Laser Scanner.
3. Discussion and necessary action regarding request to designate ARPA funds for a Parklet Grant Program.
4. Discussion and necessary action regarding approval for the design of City Hall Signage.
5. Discussion and necessary action regarding Funding Agreement between the City of Cudahy and Milwaukee Metropolitan Sewerage District for Private Property Infiltration and Inflow (PPII) Reduction.

DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES

City Administrator

Fire Station

DPW Director

Packard Avenue Street Lights

INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS

ORDINANCES

1. Discussion and necessary action regarding Ordinance No. 2511.1 entitled "An Ordinance Repealing, Recreating and Amending Certain Portions of Chapter 28, Article II of the Municipal Code Concerning Sex Offenders".
2. Discussion and necessary action regarding Ordinance No. 2526 entitled "An Ordinance to Repeal and Recreate Chapter 42 Weights and Measures of the City of Cudahy Code of Ordinances".
3. Discussion and necessary action regarding Ordinance No. 2376.10 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Fire Chief in the City of Cudahy Fire Department for 2023".
4. Discussion and necessary action regarding Ordinance No. 2312.10 entitled "An Ordinance Fixing the Salary and Fringe Benefits for the Department Battalion Chief in the City of Cudahy Fire Department Commencing January 1, 2023 through December 31, 2023".
5. Discussion and necessary action regarding Ordinance No. 2375.11 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Police Chief in the City of Cudahy Police Department for 2023".
6. Discussion and necessary action regarding Ordinance No. 2377.6 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Captain of Police in the City of Cudahy Police Department Commencing January 1, 2023 through December 31, 2023".
7. Discussion and necessary action regarding Ordinance No. 2520.1 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Lieutenant of Police in the City of Cudahy Police Department Commencing January 1, 2023 through December 31, 2023".
8. Discussion and necessary action regarding Ordinance No. 2306.10 entitled "An Ordinance Fixing the Wages, Salaries and Fringe Benefits of the City of Cudahy Police Department Command Officers Commencing January 1, 2023 through December 31, 2023".
9. Discussion and necessary action regarding Ordinance No. 2373.22 entitled "An Ordinance Fixing the Salaries and Providing Fringe Benefits for Department Heads of the City of Cudahy for 2023".
10. Discussion and necessary action regarding Ordinance No. 2374.30 entitled "An Ordinance Fixing the Salaries of Certain Non-Union Employees of the City of Cudahy for 2023".

RESOLUTIONS

1. Discussion and necessary action regarding Resolution No. 7180.7 entitled "A Resolution Adopting City Fee Schedule".
2. Discussion and necessary action regarding Resolution No. 7514 entitled "A Resolution to Recognize the Dedicated Service to the City of Cudahy by Gregory Witkowski".
3. Discussion and necessary action regarding Resolution No. 7515 entitled "A Resolution to Establish Local Sewer Charge Rates in the City of Cudahy for 2022".

***PUBLIC COMMENT** (on any subject items).

****Public Comment Notice*: Each speaker will be limited to one three minute presentation for each "Public Comment" or "Hearing from Cudahy residents" placed on the agenda. Any discourse between speaker and Council, if absolutely necessary, will be minimal so as to avoid potential Open Meetings law violations.***

ADJOURN

PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act.

Request should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Cudahy City Clerk at 769-2204. (FAX 769-2257) Kellys@cudahy-wi.gov

This meeting room is wheelchair accessible from the West entrance of South Lake Drive.

NOTE: By the makeup of the Standing Committees of the Common Council, a quorum of the Personnel and Finance Committees shall be present. Non-agenda items relating to those committees shall not be discussed to remain in compliance with Wisconsin Meeting Laws.

CITY OF CUDAHY MEETING POLICY

Agenda

This meeting is a meeting of a City of Cudahy Board, Committee, Commission or Council for the purpose of conducting City of Cudahy business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.

Public Participation at Meetings

All citizens are welcome to observe Meetings of the City of Cudahy. The City of Cudahy recognizes the value of public comment on Municipal issues and the importance of allowing members of the public to express themselves on Municipal matters.

The presiding chair of each meeting at which public participation is permitted, shall administer Roberts Rules of Order.

Roberts Rules of Order as Revised will be followed at all times.

3. Public comment parameters:
    - City of Cudahy citizens will be allowed to comment as noted on the agenda regarding agenda items only or any subject other than personnel matters.
    - All statements shall be directed to the presiding chair of the Board, Committee, Commission or Council and not to staff or other participants.
    - No person may address or question the Board, Committee, Commission or Council members individually.
    - Comments will be limited to one 3 minute comment at the beginning and/or end of each meeting where public comment is noted on the agenda.
    - Comments should be concerning the substance of the item being commented on and not an attack on an individual, institution or organization.
    - Disagreement as to the substance of the item is acceptable.
    - If the public comment concerns a matter of public policy, response from the Board, Committee, Commission or Council will be limited to seeking information or acknowledging that the participant has been understood.
    - The Board, Committee, Commission or Council may not debate with a participant who is addressing the members and the Board, Committee, Commission or Council may not take action on an item raised during public comment that is not on the duly posted meeting notice/agenda.
    - Personnel matters or concerns regarding specific City personnel are not appropriate topics to be addressed during an open meeting and will be handled in accordance with City policy and procedures.
    - Comments regarding an individual employee's performance and/or comments that are derogatory and/or inflammatory are not appropriate and will not be tolerated.

4. All meeting attendees should honor the need for a respectful and safe environment.
    - Anyone addressing the Board, Committee, Commission or Council should be treated respectfully and not be interrupted by participants attending the meeting during their presentation.
    - Side bar conversations among meeting attendees should be avoided.
    - No comments that are a personal or professional attack on an individual will be permitted.

5. The presiding Chair may:
    - The Chair may interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene or irrelevant; order a person to stop speaking if the person's comments do not meet these norms.
    - Request an individual to leave the meeting when that person does not observe reasonable decorum.
    - Request the assistance of Law Enforcement Officers in the removal of a disorderly person when that person's conduct interferes with orderly progress of the meeting.
    - Call a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

Thank you for your participation and courtesy.

Memorandum

Date: December 16, 2022
To: Mayor Pavlic & Common Council
From: Casey Griffiths, City Administrator
Re: Common Council Meeting- December 20, 2022

Presentation

We will be giving a presentation recognizing the service of Greg Witkowski as he retires as the code enforcement officer for the City. More details on Greg's time with the City are included in the Resolution section below.

New Business

Proposed ARPA Projects

The Finance Committee will be reviewing proposed ARPA projects and may make recommendations for approval to the Common Council. The three projects proposed are:

Project:	Taser Purchase
Category:	Equipment
Department:	Police
Funding Requested:	$129,595.20
Project Description:	Tasers are the most common less than lethal defense tools that can be utilized by police departments. The police department's current Tasers have reached the end of their useful life. Due to their age we are unable to procure the necessary replacement cartridges for the units. Replacement will ensure that the police department has a necessary less than lethal weapon option. The total cost of the project is partially reduced by purchasing late in 2022 and utilizing a bundle packaging model.
Project Date:	Tasers would be ordered this month, with delivery occurring in 2023.

Project:	Livescan Laser Scanner Purchase
Category:	Equipment
Department:	Police
Funding Requested:	$9,995
Project Description:	The police department currently uses a laser scanner to isolate fingerprints of people that are booked after arrest, police department hires, and miscellaneous applicants. This technology was purchased approximately 10 years ago to move away from ink and paper copies (although it is still used on occasion for community outreach and applicants). The laser scanner for fingerprints allows officers to digitally capture copies of fingerprints to submit for various law enforcement functions. The current Livescan machine has reached end of life and needs to be replaced. Current Livescan machines will allow officers to conduct the same business as previously noted and upgrade to other pertinent methods of biometric identification.
Project Date:	2023

Project:	Parklet Grant Program
Category:	Economic Development
Department:	Community Development
Funding Requested:	$50,000
Project Description:	The Parklet Grant Program would provide $5,000 to eligible recipient for the reimbursement of park let construction and installation costs. Parklets are outdoor areas within public rights of way (streets) that are used by bars and restaurants for

outdoor dining and seating. The City established a park let program in 2020, to permit business to operate in right of ways. A business is required to submit application and meeting the City's code, licensing and safety requirements to build a parklet.

This program aims to provide direct support the business community to provide a resource to allow for the safe expansion of business operations outdoors and into the public right of way. Businesses that are awarded a grant would be reimbursed for their park let construction or material allocation costs. Grants would be awarded and administered by the Community Development Authority. Parklet permitting and inspection would be handled by the Public Works and Inspection Departments.

Project Date: The project would run from January 1, 2023 to December 31, 2024.

Please see the enclosed spreadsheet and quotes for additional information.

New City Hall Signage

Enclosed in your packet is the proposed new signage for City Hall. This project was approved for use with ARPA funds in June. The proposed design includes a new monument sign with an LED message board to be located in front of City Hall where the current monument sign is located. There are also two way finding signs proposed, which includes department entrance locations. These signs will be located along the sidewalk closer to the building. The proposed quote for the project is $94,900. The original requested amount through ARPA funds was $115,000. Staff is seeking the Council's comments, suggestions and approval of the proposed design. If the Council approves the design and quote, we will move the proposal to Plan Commission for review and approval, per City code requirements. Please see the enclosed plans for additional information.

MMSD Private Property Inflow and Infiltration Program Agreement

Enclosed as an agreement between the City and the Milwaukee Metropolitan Sewerage District for the Private Property Infiltration and Inflow Reduction (PP/II) program. The City submitted a project plan to MMSD in the fall. MMSD has approved the plan. To finalize the plan, the City will need to approve the agreement in order to secure the funds from MMSD. The PP/II program is designed to help reduce storm water infiltration into the municipal sanitary sewer system. During heavy rain events, infiltration and inflow (I/I) into privately owned sewer laterals and improperly connected sump pump lines, contributes to sanitary sewer overcharges, which can risk sewer overflows. The PP/II program is intended to provide private homes owners with the ability to address these issues though the use of funds from the City and MMSD. Making these repairs helps the overall system though a reduction in storm water in the system.

The total project cost is $731,400. MMSD will reimburse the City $428,749 of the total cost. This reimbursable amount has been allocated by MMSD to the City for the purposes of the PP/II program. The City will be utilizing $300,000 in ARPA funds as approved by the Common Council in June. The project area is to include homes along Cory Avenue, Kirkwood Avenue and Kimberly Avenue. This area was identified and investigated by engineering for having issues with infiltration and inflow. Investigations including flow metering from 2001 and 2006 and manual inspection of sump pump run times. The area is upstream from the sanitary sewer lift station located on College Avenue and infiltration has caused higher than normal flows into the lift station. This is evidenced by real runtime reports generated during storm events completed between 2006 and 2022. Once the project is completed, we expect to see a reduction of flow during high rain events, which will lower overall peak demand, lowering maintenance and treatment costs. Additionally, removal of active sump pump discharges will help alleviate icing on sidewalks and roadways during winter months.

The design phase of the project is scheduled for first quarter of 2023. Outreach will occur to members of the public in March. Bids are planned to be submitted and awarded in April. Construction is scheduled to begin in May with completion in September. Please see the enclosed project agreement and plan for additional information.

Department Manager Updates

Fire Station Construction Update

Enclosed in your packet is a rendering of the proposed new fire station. The site plan and station design was reviewed and approved by the Plan Commission on Tuesday, December 13, as required by City Code. With Plan Commission's approval, the City's architect FGMA and construction consultant Concord Group are working to finalize the City's contractor prequalification and bid documents. Below is the draft timeline for bidding, debt issuance and start of construction.

Item	**Date**
Construction Bid Documents Issued	1/18/23
Contractor Pre-Qualification Documents Due	2/8/23
Construction Bids Due	2/15/23
Tabulation and Review of Bids	2/16 – 2/21, 23
Proposed Final Borrowing Amount to Ehlers	2/22/23
Common Council Considers Lowest Qualified Bid/Awards Contract	3/7/23
Common Council Considers Resolution for Initial G.O. Bonds	3/7/23
Fire Department Begins Move out of Station 2 into Station 1	3/8/23
Fire Department Moves all operations from Station 2 to Station 1	3/31/23
Contractor Begins Demolition Work on Station 2	4/1/23
Bond Sale- Results on Sale Presented to Common Council	4/18/23
Closing Date for Bond Sale (City receives funds)	5/4/23
Demolition of Station Two Completed	5/5/23
Ground Breaking for New Station	5/15/23

Packard Avenue Light Updates

Staff will be providing an update on the electricity and light situation along South Packard Avenue. WE Energies power lines in this location have been sagging, which caused the arching problem between the power lines and City owned light poles resulting in a City light to short out. In order to ensure safety, we have cut the power to these poles to reduce the possibility of arching. Staff has been examining options for the City to address the problem, which would include replacement of certain poles to increase the distance between the top of the light pole and the power line or to reinstall the lights onto the existing WE Energies poles. The City's property insurance company, MPIC has been working with WE Energies on a claim for the costs due to the line shorting out. Staff is planning to only provide an update to the Council regarding the matter, there are no actionable items at this time.

Ordinances

Ordinance 2511.1- Sex Offender Residency

The Rules, Laws & Licensing Committee recommends approval of the ordinance 2511.1. This ordinance will update the City's code regarding sex offender residency requirements. This reason for the proposed change stemmed from a recent court decision that challenged the Village of Hartland's sex offender residence requirements. In its ruling the court noted that putting restrictions on sex offender residency to someone's whose offence occurred before the enactment of an ordinance, essentially creates a punishment retroactively and is thus unconstitutional. In order to be compliant with the new case law, the City will need to amend its ordinance. The amendment stipulates that residency restrictions cannot be made for anyone who was convicted of a crime or offense after December 6, 2007, which is the date of the original adoption of the City's sex offender residency ordinance. Making this change will limit the City's liability and exposure to potential litigation. Please see the enclosed ordinance for additional information.

Ordinance 2526- Weights and Measures

The Rules, Laws & Licensing Committee recommends approval of Ordinance 2526 regarding weights and measures. The proposed changes adjust the time when a fee may be charged for re-inspection of a weights and measures device. Currently the code stipulates that a re-inspection fee be charged at the third re-inspection. The

amendment reduces that to the second re-inspection. Please see the enclosed ordinance for additional information.

Fire, Police, Department Head and Non-Represented Employee Salary and Benefits

The Personnel Committee recommends approval of ordinances setting the salary and fringe benefits for the police chief, fire chief, fire battalion chiefs, police captain, police lieutenants, police sergeants, City department managers and non-represented staff. The ordinance change include updates to the salary and wages for all personnel. Additionally, the fire battalion chief's ordinance inserts additional amounts for EMT pay and language for associate's degree reimbursement. Please see the enclosed ordinances for additional details.

Resolutions

Resolution 7180.7 Fee Schedule

The Rules, Laws and Licensing Committee recommends adopting the 2023 City Fee Schedule. Staff annually reviews the City's fee schedule to ensure fees are keeping up with actual costs. The proposed changes include increasing the fees for certified survey map review, sidewalk café review, board of zoning appeals applications, and extension of time for approved plans. New fees for zoning use determination, and design review board sign review have also been added. Please see the enclosed resolution for additional information.

Resolution 7514- Greg Witkowski Retirement and Years of Service Recognition

Greg retired from the City on December 14, 2022 as the Care for Cudahy code enforcement inspector. Greg began working for the city in a part-time capacity in May of 2009 and is the longest serving inspector to date. He's performed 10,000 inspections and has played an integral part in maintaining the appearance of properties in the City. A big thank you to Greg for his dedication and hard work for the City.

Resolution 7515- Local Sewer Charge Rates

The Board of Public Works recommends approval of Resolution 7515 which will establish the City's sanitary sewer charges for 2023. The proposed 2023 rate is $0.69 per cubic foot or $.9225 per 1000 gallons. This is an increase of 2.24% from 2022. The percentage increase corresponds to the MMSD volume charge, which is a separate charge on utility bills. The average residential sewer charge will go from $56.40 to $58.04 every two months. Please see the enclosed resolution and fee sheet for additional information.

RESOLUTION NO. 7514

A RESOLUTION TO RECOGNIZE THE DEDICATED SERVICE TO THE CITY OF CUDAHY BY GREGORY WITKOWSKI

WHEREAS, ***GREGORY WITKOWSKI*** is retiring from the City of Cudahy on December 14, 2022 after having served over thirteen years as Care for Cudahy Inspector, and

WHEREAS, ***GREGORY WITKOWSKI*** has served and continues to serve as a volunteer member of the Rules, Laws and License Committee, and

WHEREAS, ***GREGORY WITKOWSKI*** found a passion for his second career as the Care for Cudahy Inspector through his volunteer service as a member of the Rules, Laws and License Committee, and

WHEREAS, ***GREGORY WITKOWSKI*** served as the Care for Cudahy Inspector beginning May 18, 2009, and

WHEREAS, ***GREGORY WITKOWSKI*** is the longest serving Care for Cudahy Inspector to date, and

WHEREAS, ***GREGORY WITKOWSKI*** performed over 10,000 inspections compiling over 20,000 photos of property violations, and

WHEREAS, ***GREGORY WITKOWSKI*** has played an integral part in maintaining the appearance and upkeep of Cudahy properties, and

WHEREAS, ***GREGORY WITKOWSKI*** can now enjoy his retirement knowing that he can reflect back proudly on his service to the citizens of Cudahy.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Thomas Pavlic, the Common Council of the City of Cudahy and all citizens of this community, formally recognize the dedicated service of ***GREGORY WITKOWSKI*** to the City of Cudahy and its citizens and offer our best wishes to him for a happy and healthy retirement.

_____
Thomas Pavlic, Mayor

_____
Michelle St. Marie-Boelkow, Council President

MINUTES OF THE FINANCE COMMITTEE OF THE CITY OF CUDAHY, WI. HELD AT THE MUNICIPAL BUILDING, 5050 S. LAKE DRIVE, CUDAHY, WI. TUESDAY, AUGUST 16, 2022

ROLL CALL

The meeting was called to order at 5:30 P.M. by Alderman Phillips with the following members answering 'present' to roll call: Council Members Levy, and St. Marie-Boelkow. Ald. Marifke and Jankowski were absent and excused. Citizen Members Campbell and Papala were also present. Mayor Pavlic, City Administrator Griffiths, Finance Clerk Julie Brewer, DPW Director Frank Miller, Health Officer Heather Puente, Deputy Clerk/Treasurer Melissa Venancio-Leonard and Clerk/Treasurer Sobieski were also in attendance.

OPEN MEETING STATEMENT

The proper open meeting statement was read.

*PUBLIC COMMENT (agenda items only).

**Public Comment Notice: Each speaker will be limited to one three minute presentation for each "Public Comment" or "Hearing from Cudahy residents" placed on the agenda. Any discourse between speaker and Committee, if absolutely necessary, will be minimal so as to avoid potential Open Meetings law violations.*

None

Old Business

None

New Business

1. Presentation by Greg Johnson of Ehlers Public Finance Advisors on the City Debt Overview and Credit Opinion. No action taken.
2. Presentation of the 2nd quarter City of Cudahy General Fund Financials. No action taken.
3. Discussion and necessary action regarding approval of the 2023 Budget Timeline. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.
4. Discussion and necessary action regarding creation of a special revenue fund and reallocation of COVID -19 vaccine revenue from 2020-2022 for the purpose of sustaining the COVID-19 vaccinations. **MOTION BY MEMBER PAPALA, SECOND BY ALD. LEVY** to create special revenue fund and allocate funds from 2020-2022. On the roll call vote, Ald. Levy, Phillips and Member Papala voted in favor, Ald. St. Marie-Boelkow and Member Campbell opposed. Motion carried.

Member Papala was excused at 6:15P.M.

5. Discussion and possible action on participation of OPIOD Settlement securitization payment program. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to engage in the process. Motion carried.
6. Discussion and necessary action regarding request to designate ARPA funds for a Health Department Case Manager in an amount not to exceed $303,309.00. **MOTION BY ALD. LEVY, SECOND BY ALD. ST. MARIE-BOELKOW** to approve. Motion carried.
7. Discussion and possible reconsideration regarding request to designate ARPA funds for Digital Poll Books (Badger Books) in an amount not to exceed $37,000.00. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.
8. Discussion and possible reconsideration regarding request to designate ARPA funds for New Electronic City Hall Sign in an amount not to exceed $115,000.00. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.

9. Discussion and possible reconsideration regarding request to designate ARPA funds for Replacement of Residential Lead Service Laterals in an amount not to exceed $100,000.00. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.
10. Discussion and possible reconsideration regarding request to designate ARPA funds for Private Property Inflow & Infiltration in an amount not to exceed $300,000.00. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.
11. Discussion and possible reconsideration regarding request to designate ARPA funds for a new Ambulance in an amount not to exceed $300,000.00. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.
12. Discussion and possible reconsideration regarding request to designate ARPA funds for Fire and Police Radios in an amount not to exceed $89,811.00. **MOTION BY ALD. LEVY, SECOND BY ALD. ST. MARIE-BOELKOW** to approve. Motion carried.
13. Discussion and possible reconsideration regarding request to designate ARPA funds for Pedestrian Crosswalk System in an amount not to exceed $16,335.00. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. Motion carried.
14. Discussion and possible reconsideration regarding request to designate ARPA funds for Digital Poll Books (Badger Books) in an amount not to exceed $37,000.00. No action taken.
15. Discussion and necessary action regarding Minutes of the Finance Committee held June 28, 2022. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve as amend. Motion carried. Campbell excused.
16. Discussion and possible action regarding Finance Committee meeting schedule. No action taken.
17. Adjourn. **MOTION BY ALD. LEVY, SECOND BY ALD. ST. MARIE-BOELKOW** to adjourn at 6:46 P.M Motion carried.

Ald. Phillips, Committee Chairperson

MINUTES OF A MEETING JOINT MEETING OF THE BOARD OF PUBLIC WORKS AND THE TRAFFIC AND SAFETY COMMITTEE OF
THE CITY OF CUDAHY, WI TO BE HELD
AT THE CUDAHY MUNICIPAL BUILDING, 5050 SOUTH LAKE DRIVE, CUDAHY, WI ON
Wednesday August 31, 2022 @ 7:00 PM

ROLL CALL

The meeting was called to order at 7:00 p.m. by with the following members of the Board of Public Works present; Chairman St. Marie-Boelkow , Alderman Phillips, Ms. Puetz, Mr. Dlapa & Mr. Wasikowski. From the Traffic and Safety Committee the following members were present; Chairman Marifke, Ms. Maresh, Ms. Osse, and Mr. Satterfield

Also present: Administrator Griffiths, Director of PW Miller, Engineering Manager Birkel, Chief Poellet.

***PUBLIC COMMENT** (agenda items only).

1. Curt Shoemaker, 3538 E Plankinton expressed concerns about crossing in the area of Kingan Ave and E Plankinton and E Layton Ave.

2. Bill Krawczyk 4409 S Lake Dr spoke on reckless driving on S Lake Dr.

3. Tim Braden 5960 S Swift Ave has concerns with speed on S Swift Ave and wants a stop sign at S Swift and E Henry Ave.

4. Johnnie Gurnsey 4400 S Lake Dr wants Lake Dr made safe.

5. John Stenglein 3450 E Layton Ave would like to see tickets for muffler violations.

6. Bob Poplar 4467 S Lake Dr talked about speeds on Lake Dr, gathering traffic data is a good idea and noise from loud vehicles is an issue.

7. Karen Mielke 5804 Delaware commented on the speed humps on Superior Ave inBay View.

8. Resident from 5968 Swift thanks CPD for writing tickets on Swift.

9. Tom Schmidt 3954 E Birchwood Ave spoke on difficulty turning on Pennsylvania Ave and the noise from racing motorcycles on S Lake Dr.

10. Hubie Krawczyk 3914 E Bottsford commented on difficulty crossing S Lake Dr.

NEW BUSINESS

1. Discussion and action on speed issues at S Swift Ave and S Lake Dr.

Administrator Griffiths spoke on the speed and traffic issues on Lake Dr and Swift Ave to give background on the joint meeting.
Tim Birkel Engineering Manager gave a presentation on traffic calming (attached). At the end of the presentation Mr. Birkel presented staff recommendations for S. Lake Drove and S Swift Ave. Staff recommendations are:

A. <u>Lake Dr.</u>

Annual Average Daily Traffic (AADT) counts don't justify a 4 lane roadway. The current condition of Lake Dr. doesn't warrant the road to be reconstructed to build a new Lake Dr. with only 2 lanes, so staff recommends painting buffered bike lanes on Lake Dr. and lowering the speed limit in the current posted 35 mph area to 30 mph so it will match our Northern and Southern Communities. The painting of bike lanes will take the roadway from 4 lanes to 2 lanes at a much cheaper cost than a full reconstruct or installing other traffic calming measures. Painting of bike lanes in addition to the painted edge lines with diagonally hatched shoulder markings will enhance the narrowing effect and gives drivers the illusion of a thinner road width making drivers to slow down.

Estimate for painting buffered bike lanes including signage on Lake Dr. **$90k-$110k**

Staff does not agree with constructing bump outs at intersections or the use of vertical speed control elements on Lake Dr. since it is a connecting highway of the State and cost prohibitive.

All proposed recommendations will need approval from Wisconsin DOT prior to performing.

B. <u>Swift Ave.</u>

There is currently no stop signs on Swift Ave. between Ramsey Ave. and College Ave. Staff is making the recommendation to install additional stop signs at Klieforth Ave. creating a 4-way stop intersection.

Swift Ave. is categorized as a "collector" street with a speed limit of 25 mph. There is a long 1,170' stretch of roadway with no cross streets on the South end of the City. Staff is recommending the installation of a speed table midblock at the halfway point between Klieforth Ave. and College Ave.

Chief Poellet spoke on the law enforcement perspective on traffic control and what actions CPD has been able to take recently in the affected areas.

Moved by Mr. Satterfield to forward staff recommendations to the Common Council, second by Ms. Osse. All voting in favor. Motion passed the Traffic and Safety Committee.

Adjourn. Board of Public Works

Motion made by Alderman Philips, seconded by Dlapa to adjourn the meeting. All voted in favor .

Traffic and Safety Committee

Moved by Mr. Satterfield, second by Ms. Maresh to adjourn. All voting in favor.

Meeting was adjourned at 8:31 pm**.**

MINUTES OF THE SPECIAL FINANCE COMMITTEE OF THE CITY OF CUDAHY, WI. HELD AT THE MUNICIPAL BUILDING, 5050 S. LAKE DRIVE, CUDAHY, WI. TUESDAY, SEPTEMBER 27, 2022

ROLL CALL

The meeting was called to order at 5:30 P.M. by Alderman Phillips with the following members answering 'present' to roll call: Council Members Levy, Ald. Jankowski and Ald. St. Marie-Boelkow. Citizen Member Papala was also present, Campbell was absent. Mayor Pavlic, City Administrator Griffiths, Finance Clerk Brewer, Fire Chief Bloor, Deputy Clerk/Treasurer Venancio-Leonard and Clerk/Treasurer Sobieski were also in attendance.

OPEN MEETING STATEMENT

The proper open meeting statement was read.

*PUBLIC COMMENT (agenda items only).

**Public Comment Notice: Each speaker will be limited to one three minute presentation for each "Public Comment" or "Hearing from Cudahy residents" placed on the agenda. Any discourse between speaker and Committee, if absolutely necessary, will be minimal so as to avoid potential Open Meetings law violations.*

None

Old Business

None

New Business

1. Discussion and necessary action regarding direction from the Finance Committee regarding the 2023 City of Cudahy Executive Budget. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve with noted amendments to move forward. Motion carried.
2. Adjourn. **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. LEVY** to adjourn at 6:02 P.M. Motion carried.

Ald. Phillips, Committee Chairperson

MINUTES OF A MEETING JOINT MEETING OF THE BOARD OF PUBLIC WORKS AND THE TRAFFIC AND SAFETY COMMITTEE OF
THE CITY OF CUDAHY, WI TO BE HELD
AT THE CUDAHY MUNICIPAL BUILDING, 5050 SOUTH LAKE DRIVE, CUDAHY, WI ON
Monday October 10, 2022 @ 5:30 PM

ROLL CALL

The meeting was called to order at 5:30 p.m. by with the following members of the Board of Public Works present; Chairman St. Marie-Boelkow , Alderman Phillips, Ms. Puetz, Mr. Dlapa. Mr. Wasikowski. Was absent and excused. From the Traffic and Safety Committee the following members were present; Chairman Levy, Ms. Maresh, Ms. Osse, and Mr. Satterfield

Also present: Administrator Griffiths, Director of PW Miller, Engineering Manager Birkel, Sgt. Livesey.

***PUBLIC COMMENT** (agenda items only).

1. Tom Schmidt 3954 E Birchwood Ave against the speed table, question on funding.
2. Joel Gaetner 5553 S Swift Ave spoke on No Parking signs, do not move..
3. Diane Fritch 5529 S Swift Ave, do not move No Parking sign, Cars are not stopping on at Grange Stop sign.
4. Brian Lachenschmidt 5545 S Swift Ave spoke on Stop signs and school safety.
5. Jessica Pieslnik 580 S Swift Ave was against removing No Parking signs, concerned about school safety.
6. Al Ademec 562 S Swift Ave wants No Parking signs moved to the other side of Swift Ave due to snow issues.
7. Chris Iverson 6259 S Swift Ave in favor of speed table.
8. Tom Brady 5568 S Swift Ave was I favor of moving No Parking signs to the other side of the street and is against the speed table.
9. Jim Pasterczyk 6262 S Swift Ave said speeding is bad, do something.
10. Charles Parkinson from the 3600 block of Armour Ave was against speed tales and wants more patrol from CPD.
11. Tim Braden 5960 S Swift Ave has speed concerns wants more police presence.
12. Chris Mancheski 6175 S Swift Ave is against speed tables, against the stop signs, concerned about effect on snow plowing, do not change Lake Dr create a special enforcement zone with higher ticket fines.
13. Tim Krumrie 5577 S Swift Ave against moving the No Parking signs.
14. Bob Poplar 4467 S Lake Dr discussed the Neighborhood Traffic Safety Program and speeds on S Lake Dr.
15. Al Ademec 5622 S Swift was allowed to speak again, no one stops at the stop sign at S Swift and E Dale.
16. Jan Iverson 6259 S Swift Ave in favor of speed table.

NEW BUSINESS

1. **Discussion and possible action on the Cudahy Neighborhood Traffic Management Policy**

Administrator Griffiths discussed updates to the draft policy including alternatives to the assessment policy.
There was discussion on the policy, a want vs a need and the assessment levels that would be appropriate.

Moved by Alderman Phillips, second by Mr. Dlapa to approve the policy with a 100% assessment level.
Voting for: Dlapa, Phillips, Satterfield.
Voting Against: St Marie-Boelkow, Puetz, Osse, Maresh, Levy.
Motion failed.

2. **Discussion and possible action on the installation of a speed table on the 6200 block of S Swift Ave.**

Engineering Manager Birkel discussed staff recommendations, if installed the speed table would be at 6201 S Swift Ave. There was also discussion on the new radar feedback signs on currently installed on S Swift Ave.

Moved by Puetz, second by Satterfield to recommend to the Common Council to install the Speed Table on S Swift Ave.
Voting for: Puetz, St Marie-Boelkow, Satterfield, Maresh, Osse
Voting against: Phillips, Levy, Dlapa
Motion Passed

3. **Discussion and possible action regarding the removal of the No Parking signs from S Swift Ave from E Grange Ave to E Ramsey Ave.**

Engineering Manager Birkel discussed the history of the request and previous decisions from the Traffic Commission.

Moved By Phillips, second by Levy to deny the request to remove or move the No Parking Signs on S Swift Ave.
Voting for: Phillips, Levy, St Marie-Boelkow, Satterfield, Osse, Maresh, Puestz
Voting against: none
Abstaining: Dlapa

4. **Discussion and possible action on removing the 2 hour parking restrictions on E Lunham Ave from S Swift Ave to S Lake Dr and o the Lake Drive frontage road.**

Discussion on the item from Engineering Manager Birkel and Alderperson Levy.

Moved by Satterfield, second by Dlapa to remove the 2 hour parking restrictions on E Lunham Ave from S Swift Ave to S Lake Dr and o the Lake Drive frontage road.
All voting for the motion.
Motion passed

Adjourn. Motion made by Alderperson Levy, second by Dlapa to adjourn the meeting. All voted in favor . Meeting adjourned at 7:08 pm.

MINUTES OF THE REGULAR MEETING OF THE CITY OF CUDAHY RULES, LAWS AND LICENSE COMMITTEE HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR., MILWAUKEE COUNTY, WISCONSIN ON WEDNESDAY, NOVEMBER 2, 2022

Alderman St. Marie-Boelkow called the meeting to order at 5:30 PM with the following answering present to roll call: Members Richard Haske, Rob Haines and Gregory Witkowski. Ald. Jankowski was absent and excused. City Administrator Griffiths and City Clerk/Treasurer Sobieski were also in attendance.

OPEN MEETING STATEMENT
The proper open meeting statement was read.

Public Comment
None

Old Business
None

New Business

1. Discussion and necessary action regarding Minutes of the Rules, Laws and License Committee held September 7, 2022. **MOTION BY ROBERT HAINES, SECOND BY RICHARD HASKE** to approve. Motion carried.
2. Discussion and necessary action regarding application of Rajinder Kumar, Agent for RJS Petroluem located at 2400 E. College Ave for a "Class A" Liquor License. **MOTION BY ROBERT HAINES, SECOND BY RICHARD HASKE** to table until next meeting. Motion carried.

Public Comment
None

Adjourn. **MOTION BY RICHARD HASKE, SECOND BY GREGORY WITKOWSKI** to adjourn at 5:36P.M. Motion carried.

Attest: Michele St. Marie Boelkow

Minutes of the City of Cudahy
Design Review Board
November 8, 2022

Member Nelson called the meeting to order and read the opening statement at 6:30 p.m. present at roll call: Member Joan Houlehen, and Member Tonia Klein. Member Rae Fry resigned and Member Williamson was excused. Also present was Brianna Fiorillo, Graef Consulting.

Member Klein motioned to approve the Design Review Board minutes of October 11, 2022. Member Houlehen second. Roll call: all voted aye. Motion carries.

Sign Review
Lamar Outdoor Advertising
5270 International Drive

Item was removed from the agenda by the applicant.

SIGN REVIEW
Church and Chapel
5712 S. Packard Ave.
B-2, Community Business District

The Applicant is proposing to replace the faces on an existing box-style double-sided monument sign. The sign is located at the southwest corner of the property and directs visitors from Packard Ave. 2 blocks (east or west depending on the direction from S. Packard) to the funeral home on E. Underwood Ave. The new sign faces feature a beige background with red and black lettering and a small icon of a church window with flowers. The sign will be internally illuminated with white LEDs.

The proposed sign faces are compliant with the above provision because they measure approximately 33 sq. ft. each for a total of 66 sq. ft. total, which is within the 100 sq. ft. maximum size allowed.

Member Houlehen motioned to approve the sign located at 5712 S. Packard Ave. with the condition landscaping be installed at the base of the sign. Member Klein second. Roll call: all voted aye. Motion carries.

Project Dormer Addition
Yolando Luenig
3928 E. Elser Ave.
RS-2, Single Family Residential

The Applicant is proposing to add a shed dormer to both the north and south sides of the principal residential structure. Currently, the second-floor living space is limited due to the ceiling height, with attic space composing the sections with very low ceiling height. The new shed dormers will cover the full extent of the roofline to open up the second floor for more usable horizontal and vertical space in the two existing bedrooms.

As part of the dormer project, the Applicant is also proposing to update the exterior of the home with new materials and finishes that enhance the quality of the residence. The exterior finishes include beige siding and tan roofing shingles that are similar in color to the existing finishes. In addition, the bedroom and bathroom windows and trim will be similar in color and appearance to those on the first floor.

Member Nelson motioned to approve the dormer addition with the following changes: that the dormer side walls be set in 1-joist bay inward on the left and right side (or both gable ends) so that the dormer side walls will not be flush with the end wall/face of the brick. There will be approximately 12”-16” of roof sloping down on either side of the dormer.
Member Houlehen second. Roll call: all voted aye. Motion carries.

Member Houlehen motioned for adjournment. Member Klein second. Roll call: all voted aye. Meeting adjourned at 6:48 p.m.

Minutes of the City of Cudahy
Plan Commission
Tuesday, November 8, 2022

Mayor Pavlic called to order the meeting of the Plan Commission and read the opening statement at 7:00 p.m. The following Commissioners were present at roll call: Mayor Pavlic, Alderperson St. Marie-Boelkow, Commissioner Nelson, Commissioner Schuster, Commissioner Zsebe, Alderperson Levy and Commissioner Knezic.

Commissioner Zsebe motioned to approve the minutes of October 11, 2022. Commissioner Schuster second. Roll call: all voted aye. Motion carries.

PUBLIC HEARING
Conditional Use Permit
Mohanned Musaitif
Cloud City
2433 E. Layton Ave.
Tax Key No. 630-9962-003

Mayor Pavlic read the public hearing notice requesting a conditional use permit for a tobacco shop provided for in the Cudahy Municipal Code Sec. 44-752(4) and Sec. 44-368(17) with certain conditions and restrictions located at 2433 E. Layton Ave.

Mayor Pavlic made the first, second and third call for public comments. Hearing no comments, Mayor Pavlic closed the public hearing at 7:05 p.m.

CONDITIONAL USE PERMIT
Mohanned Musaitif, Cloud City
2433 E. Layton Ave.
Tax Key No. 630-9962-003
B-5, Highway Business District, PUD

Conditional Use Permit for the review of a proposed tobacco retail business to be located at 2433 E. Layton Avenue. The building to be occupied already exists, and no structural changes are proposed to the exterior of the building, nor are any changes proposed to the existing parking or landscaping on the property.

The proposed retail operation anticipates a staff of 2 employees. No parking requirements are considered for this operation as there is a dedicated parking lot adjacent to the building. According to the applicant, no additional traffic will be generated by the operation.

The Subject Property is currently zoned B-5, “Highway Business District,” with a PUD overlay. No changes to zoning are proposed. “Specialty tobacco shops” is a listed conditional use in the B-3 District (Sec. 44-406(24)). The same location was previously occupied by a different specialty tobacco shop.

The Conditional Use Approval is limited to the Applicant, for the uses described in the Applicant's Application for Conditional Use Permit dated October 6, 2022 and subject to the following conditions:

1. Uses and activities: This approval is limited to a smoke/tobacco shop. The business will sell items related to cigarettes, cigars, and e-cigarettes. No other uses are permitted.

2. Number of employees: A maximum of 2 full-time employees are permitted.

3. Hours of Operation: The conditional uses may operate only between the hours of 9:00 am to 10:00 pm Monday through Thursday, and 9:00 am to 11:00 pm on Fridays and Saturdays, and 11:00 am to 9:00 pm on Sunday.

4. Any building signage must follow the approval and permitting requirements of the City of Cudahy Code of Ordinances, Chapter 44, Article VIII "Signs."

5. Any building lighting must follow the lighting requirements of the City of Cudahy Code of Ordinances, Chapter 44-1035 "Lighting."

6. Any and all technical deficiencies identified by City staff (including City Engineer) shall be corrected.

7. The conditional use permit shall terminate and automatically be revoked when the permitted conditional use activity has a change of ownership. A conditional use permit cannot be transferred without reapproval from the City of Cudahy; and

8. The applicant shall address any other issues which are raised by any approving or objecting authority, which the City Plan Commission deem necessary for the applicant to address in the application materials, and which have been made, or may be made, by the City Attorney, City Engineer, and City Planner.

Alderperson St. Marie-Boelkow motioned to approve the Conditional Use Permit with all the conditions listed in the staff report except No. 3 for Mohanned Musaitif, Cloud City, for the property located at 2433 E. Layton Ave. Commissioner Nelson second. Roll call: all voted aye. Motion carries.

SIGN PLAN REVIEW
DUNKIN
6250 S. Packard Ave.
Tax Key No. 682-9918-002
B-2, Community Business District

The Applicant is proposing six wall signs and one monument sign for the Dunkin' property. The wall signs are either flush or pin mounted to the building and promote the Dunkin' brand and associated Baskin

Robbins brand. The monument sign is double sided, has a white background with the Dunkin' and Baskin Robbins logos, and is located adjacent to S. Packard Avenue. The Applicant has also provided details regarding the directional signage for the drive-thru element at the site. (See staff report)

Commissioner Nelson motioned to approve the sign plan for Dunkin located at 6250 S. Packard Ave. with the condition that generic directional signs be used. Alderperson Levy second. Roll call: all voted aye. Motion carries.

UPDATE
DISCUSSION ON Cudahy School District
Park View School

Dr. Tina Owen-Moore, school superintendent, updated the Commission regarding the request for a proposal process for the redevelopment of Park View School. The district is soliciting developers that are interested in development the property for a mixed use residential/commercial use or light manufacturing. The City will be moving forward with a rezone application for the next Plan Commission meeting.

TEXT AMENDMENT
Repeal and recreate Sec. 44-849 Truck parking
Repeal and recreate Sec. 44-851 parking and storage of recreational
Vehicles and equipment

The Plan Commission recommended moving forward the text amendments to repeal and recreate Sec. 44-849 and 44-851 to Rules, Laws and License committee for review and approval.

Alderperson St. Marie-Boelkow motioned for adjournment. Commissioner Schuster second. Meeting adjourned at 8:19 p.m.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR. MILWAUKEE COUNTY, WISCONSIN
TUESDAY, NOVEMBER 15, 2022 AT 7:00 P.M.

CERTIFICATION OF OPEN MEETING LAW REQUIREMENTS AND APPROVAL OF THE AGENDA

Certification of the open meeting law requirements and approval of the agenda.
Call of roll and announcement of presence or absence of a quorum.
Pledge of Allegiance.
Moment of Silence.

ROLL CALL

Mayor Pavlic called the meeting to order at 7:00 PM. The following answered, "present" to the roll call: Council Members Levy, Phillips, Jankowski and St. Marie-Boelkow. City Attorney, City Administrator Griffiths, DPW Director Miller, Fire Chief Bloor, Police Chief Poellot, Deputy Clerk/Treasurer Venancio-Leonard and Clerk/Treasurer Sobieski were also in attendance.

PUBLIC HEARINGS

Public Hearing on the Proposed 2023 budget of the City of Cudahy.

- Open Public Hearing at 7:07 PM.
- Public Comment regarding hearing

1) Thomas Schmidt of 3954 E. Birchwood Ave. spoke regarding Leisure Activities.

- After call three times for comments and hearing none, Mayor Pavlic closed the Public Hearing at 7:09 PM.

PRESENTATIONS

None

*PUBLIC COMMENT (agenda items only).

None

CONSENT AGENDA ITEMS

(Items under the consent agenda may be acted upon by one motion. If in the judgment of any Council Member, a consent agenda item needs discussion, the item can be removed and discussed under "Items Removed from Consent Agenda"). **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JANKOWSKI** to approve. On the roll call vote, motion carried unanimously.

1. Minutes of the Design Review Board held October 11, 2022
2. Minutes of the Plan Commission held October 11, 2022.
3. Minutes of the Regular Meeting of the Common Council held November 2, 2022.
4. Minutes of the Rules, Laws and Licensing meeting held September 7, 2022.
5. Claims ending October 31, 2022 in the amount of $557,957.73.

ITEMS REMOVED FROM CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

1. Discussion and necessary action to adopt the 2023 Executive budget and set the 2022 City tax levy. **MOTION BY ALD. PHILLIPS, SECOND BY ALD. ST. MARIE-BOELKOW** to adopt the 2023 Executive budget and set the 2022 City tax levy to $10,435,777.00. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Agreement for Assessment Services between the City Of Cudahy and Accurate Appraisal, LLC. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JANKOWSKI** to table. On the roll call vote, motion carried unanimously.
3. Discussion and necessary action regarding agreement between the City of Cudahy and Crown Castle Fiber, LLC. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. On the roll call vote, motion carried unanimously.
4. Discussion regarding Aldermanic District 3 vacancy. No action taken.

DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES

City Administrator

Paramedic Program Updates

INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS

ORDINANCES

None

RESOLUTIONS

1. Discussion and necessary action regarding Resolution No. 7509 entitled "A Resolution Denying the Claim of Denise Pavlak". **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Resolution No. 7510 entitled "A Resolution Denying the Claim of Tamas Horvath". **MOTION BY ALD. LEVY, SECOND BY ALD. PHILLIPS** to approve. On the roll call vote, motion carried unanimously.
3. Discussion and necessary action regarding Resolution No. 7511 entitled "A Resolution Denying the Claim of Valerie Finnessey". **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. LEVY** to approve. On the roll call vote, motion carried unanimously.
4. Discussion and necessary action regarding Resolution No. 7512 entitled "A Resolution Denying the Claim of Michael Tuchalski Jr.". **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. LEVY** to approve. On the roll call vote, motion carried unanimously.
5. Discussion and necessary action regarding Resolution No. 7513 entitled "A Resolution Allowing the Claim of Kevin Mandella". **MOTION BY ALD. LEVY, SECOND BY ALD. PHILLIPS** to approve. On the roll call vote, motion carried unanimously.

***PUBLIC COMMENT** (on any subject items)

1. Randy Hollenbeck 2839 E. Holmes spoke regarding Rules, Laws and Licensing housekeeping items.
2. Thomas Schmidt 3954 E. Birchwood spoke regarding special election costs.

CLOSED SESSION

1. Adjourn into closed session per State Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. a. Concerning a Member of a City Board, Commission or Committee. **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JANKOWSKI** to adjourn into closed session. On the roll call vote, motion carried unanimously.

2. Adjourn closed session and reconvene in open session. **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. LEVY** to reconvene into open session. On the roll call vote, motion carried unanimously.
3. Discussion and appropriate action regarding items discussed in closed session if necessary. No action taken.

ADJOURN

MOTION BY ALD. PHILLIPS, SECOND BY ALD. JANKOWSKI to adjourn at 8:26 P.M. On the roll call vote, Motion carried unanimously.

Passed and approved this 6th day of December, 2022.
Thomas Pavlic, Mayor
ATTEST: Kelly Sobieski/Clerk Treasurer

MINUTES OF THE SPECIAL MEETING OF THE COMMON COUNCIL OF THE CITY OF CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR. MILWAUKEE COUNTY, WISCONSIN
TUESDAY NOVEMBER 22, 2022 AT 6:00 P.M.

CERTIFICATION OF OPEN MEETING LAW REQUIREMENTS AND APPROVAL OF THE AGENDA

Certification of the open meeting law requirements and approval of the agenda.
Call of roll and announcement of presence or absence of a quorum.
Pledge of Allegiance.
Moment of Silence.

ROLL CALL

Ald. St. Marie-Boelkow called the meeting to order at 6:00 PM. The following answered, "present" to the roll call: Council Members Ald. Levy, Ald. Phillips, and Ald. Jankowski. City Attorney, Deputy Clerk/Treasurer Venancio-Leonard and Clerk/Treasurer Sobieski were also in attendance.

NEW BUSINESS

1. Discussion and necessary action regarding Ordinance No. 2525 entitled "An Ordinance to Repeal and Re-create Section 2-168 of the Municipal Code related to Filling Vacant Elected Official Positions".**MOTION BY ALD. JANKOWSKI, SECOND BY ALD. LEVY** to approve. On the roll call vote, motion carried unanimously.

2. Discussion and necessary action to call a special election to fill the 3rd District alderman vacancy, with such election to occur in conjunction with the Spring Election, April 4, 2023. **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. LEVY** to approve. On the roll call vote, motion carried unanimously.

ADJOURN

MOTION BY ALD. JANKOWSKI, SECOND BY ALD. LEVY to adjourn at 6:06 P.M. On the roll call vote, Motion carried unanimously.

Passed and approved this 6th day of December, 2022.
Thomas Pavlic, Mayor
ATTEST: Kelly Sobieski/Clerk Treasurer

MINUTES OF THE SPECIAL PERSONNEL COMMITTEE MEETING HELD AT THE CITY OF CUDAHY MUNICIPAL BUILDING, 5050 S LAKE DR. CUDAHY, WI, ON TUESDAY, DECEMBER 13, 2022

ROLL CALL

Ald. Levy called the meeting to order at 5:30 P.M. The following answered, "present" to roll call: Ald. Phillips, Jankowski, and St. Marie-Boelkow. Mayor Pavlic, City Administrator Griffiths, Chief Bloor, Chief Poellot, Deputy Clerk/ Treasurer Melissa Venancio-Leonard and Clerk/Treasurer Sobieski were also in attendance.

MEETING STATEMENT

The proper open meeting statement was read at this time.

Old Business

None

New Business

1. Discussion and necessary action regarding Ordinance No. 2376.10 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Fire Chief in the City of Cudahy Fire Department for 2023". **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS** to approve salary and restore all other language. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Ordinance No. 2312.10 entitled "An Ordinance Fixing the Salary and Fringe Benefits for the Department Battalion Chief in the City of Cudahy Fire Department Commencing January 1, 2023 through December 31, 2023". **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS** to approve salary, uniform, education and EMT languages and restore all other language. On the roll call vote, motion carried unanimously.
3. Discussion and necessary action regarding Ordinance No. 2375.11 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Police Chief in the City of Cudahy Police Department for 2023". **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS** to approve salary and restore all other language. On the roll call vote, motion carried unanimously.
4. Discussion and necessary action regarding Ordinance No. 2377.6 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Captain of Police in the City of Cudahy Police Department Commencing January 1, 2023 through December 31, 2023". **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS** to approve salary and restore all other language. On the roll call vote, motion carried unanimously.
5. Discussion and necessary action regarding Ordinance No. 2520.1 entitled "An Ordinance Fixing the Salary and Fringe Benefits of the Lieutenant of Police in the City of Cudahy Police Department Commencing January 1, 2023 through December 31, 2023". **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS** to approve salary and restore all other language. On the roll call vote, motion carried unanimously.
6. Discussion and necessary action regarding Ordinance No. 2306.10 entitled "An Ordinance Fixing the Wages, Salaries and Fringe Benefits of the City of Cudahy Police Department Command Officers Commencing January 1, 2023 through December 31, 2023". **MOTION**

BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS to approve salary, Article II Paragraph II and restore all other language. On the roll call vote, motion carried unanimously.

7. Discussion and necessary action regarding Ordinance No. 2373.22 entitled "An Ordinance Fixing the Salaries and Providing Fringe Benefits for Department Heads of the City of Cudahy for 2023". **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JANKOWSKI** to approve. On the roll call vote, motion carried unanimously.
8. Discussion and necessary action regarding Ordinance No. 2374.30 entitled "An Ordinance Fixing the Salaries of Certain Non-Union Employees of the City of Cudahy for 2023". **MOTION BY ALD. ST. MARIE-BOELKOW, SECOND BY ALD. JANKOWSKI** to approve. On the roll call vote, motion carried unanimously.
9. Adjourn. **MOTION BY ALD. JANKOWSKI, SECOND BY ALD. PHILLIPS** to adjourn at 6:30 P.M. Motion carried.

Attest:
Miranda Levy, Chairperson

DATE: November 30. 2022

CLAIMS REPORT

FROM: Kelly Sobieski

TO: Cudahy Common Council

I, the undersigned Comptroller for the City of Cudahy, hereby certify that I have carefully examined the accounts listed on the attached sheets totaling:

General Fund	$404,175.21
Water:	$59,515.77
Permanent Improvement:	$15,062.43
Equipment & Road Fund:	$0.00
For a grand total of:	$478,753.41

And find the same properly itemized and sworn to, correctly charged and incurred by proper authority. I hereby approve such accounts, and recommend that they be allowed and paid.

Casey Griffiths, Comptroller

_____Chairman

_____Member

_____Member

_____Member

_____Member

R&E=411, WATER=301, PERM IMPROV 105,402,404,405,406,407, REST GEN FUND

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
1010000147000									
11/22	11/14/2022	260775	1266	PROPHOENIX CORP	2023009	101-0000-147-000	.00	5,178.83	5,178.83
Total 1010000147000:							.00	5,178.83	5,178.83
1010000215000									
11/22	11/21/2022	260811	5402	HNI RISK SERVICES	453641	101-0000-215-000	.00	4,163.00	4,163.00
11/22	11/21/2022	260811	5402	HNI RISK SERVICES	476511	101-0000-215-000	.00	4,167.00	4,167.00
11/22	11/21/2022	260816	5623	NETWORK HEALTH ADMINISTRATIVE	CUCDA1022	101-0000-215-000	.00	250.00	250.00
11/22	11/21/2022	260816	5623	NETWORK HEALTH ADMINISTRATIVE	CUCDS0722	101-0000-215-000	.00	16,244.99	16,244.99
Total 1010000215000:							.00	24,824.99	24,824.99
1014360410006									
11/22	11/21/2022	260815	971	MILW COUNTY TREASURER	August 2022	101-4360-410-006	.00	2,478.99	2,478.99
11/22	11/21/2022	260815	971	MILW COUNTY TREASURER	October 2022	101-4360-410-006	.00	3,202.37	3,202.37
11/22	11/21/2022	260815	971	MILW COUNTY TREASURER	September 20	101-4360-410-006	.00	3,083.10	3,083.10
11/22	11/21/2022	260825	3203	WI DEPT OF ADMINISTRATION	August 2022	101-4360-410-006	.00	7,962.21	7,962.21
11/22	11/21/2022	260825	3203	WI DEPT OF ADMINISTRATION	October 2022	101-4360-410-006	.00	9,060.47	9,060.47
11/22	11/21/2022	260825	3203	WI DEPT OF ADMINISTRATION	September 20	101-4360-410-006	.00	9,469.08	9,469.08
Total 1014360410006:							.00	35,256.22	35,256.22
1015111503001									
11/22	11/14/2022	260752	784	JOURNAL SENTINEL INC	0004977767	101-5111-503-001	.00	142.84	142.84
Total 1015111503001:							.00	142.84	142.84
1015112503009									
11/22	11/21/2022	260803	335	CONCENTRA MEDICAL CENTERS DB	103661636	101-5112-503-009	.00	482.00	482.00
Total 1015112503009:							.00	482.00	482.00
1015114503014									
11/22	11/14/2022	260752	784	JOURNAL SENTINEL INC	0004978066	101-5114-503-014	.00	240.60	240.60
Total 1015114503014:							.00	240.60	240.60

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1015114503022									
11/22	11/21/2022	260799	99	ASCAP	19200087119	101-5114-503-022	.00	409.17	409.17
Total 1015114503022:							.00	409.17	409.17
1015121503000									
11/22	11/21/2022	260808	823	FREDERICK F KLIMETZ	Sept 2022	101-5121-503-000	.00	200.00	200.00
Total 1015121503000:							.00	200.00	200.00
1015121503004									
11/22	11/21/2022	260819	1255	PRESSWORKS PRINTING COMPANY	22-1605	101-5121-503-004	.00	630.86	630.86
Total 1015121503004:							.00	630.86	630.86
1015121503009									
11/22	11/21/2022	260804	272	CUDAHY FAMILY LIBRARY	2022 10	101-5121-503-009	.00	55.00	55.00
Total 1015121503009:							.00	55.00	55.00
1015145503004									
11/22	11/14/2022	260776	1285	QUILL CORPORATION	28369650	101-5145-503-004	.00	353.66	353.66
Total 1015145503004:							.00	353.66	353.66
1015155503003									
11/22	11/14/2022	260785	4310	TAYLOR COMPUTER SERVICES INC	23783	101-5155-503-003	.00	8,170.45	8,170.45
Total 1015155503003:							.00	8,170.45	8,170.45
1015157503004									
11/22	11/14/2022	260776	1285	QUILL CORPORATION	28380207	101-5157-503-004	.00	17.99	17.99
Total 1015157503004:							.00	17.99	17.99
1015158503005									
11/22	11/14/2022	260767	6188	MILWAUKEE COMMUNITY ACUPUNCT	59600	101-5158-503-005	.00	158.00	158.00

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Total 1015158503005:							.00	158.00	158.00
1015158503029									
11/22	11/21/2022	260813	4886	KONICA MINOLTA PREMIER FINANCE	77944851	101-5158-503-029	.00	79.48	79.48
Total 1015158503029:							.00	79.48	79.48
1015161503000									
11/22	11/14/2022	260770	5534	MUNICIPAL LAW & LITIGATION GROU	8468	101-5161-503-000	.00	6,896.40	6,896.40
Total 1015161503000:							.00	6,896.40	6,896.40
1015161503001									
11/22	11/21/2022	260824	5362	WESOLOWSKI REIDENBACH & SAJDA	2022CUD44	101-5161-503-001	.00	2,650.00	2,650.00
Total 1015161503001:							.00	2,650.00	2,650.00
1015165503026									
11/22	11/21/2022	260801	139	BAKER TILLY US LLP	BT2225854	101-5165-503-026	.00	8,925.00	8,925.00
11/22	11/21/2022	260805	467	EHLERS & ASSOCIATES INC	92225	101-5165-503-026	.00	3,800.00	3,800.00
Total 1015165503026:							.00	12,725.00	12,725.00
1015171503033									
11/22	11/14/2022	260745	619	GRAINGER	9481208073	101-5171-503-033	.00	156.57	156.57
11/22	11/14/2022	260745	619	GRAINGER	9483051190	101-5171-503-033	.00	46.33	46.33
11/22	11/14/2022	260745	619	GRAINGER	9484347886	101-5171-503-033	.00	9.32	9.32
Total 1015171503033:							.00	212.22	212.22
1015171503037									
11/22	11/21/2022	260821	1285	QUILL CORPORATION	28578042	101-5171-503-037	.00	301.93	301.93
Total 1015171503037:							.00	301.93	301.93
1015171503039									
11/22	11/21/2022	260810	628	GREENWAY PEST MANAGEMENT SER	220110-7	101-5171-503-039	.00	65.00	65.00

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Total 1015171503039:							.00	65.00	65.00
1015171503040									
11/22	11/14/2022	260751	760	JANI-KING OF MILWAUKEE	MIL11220047	101-5171-503-040	.00	1,915.34	1,915.34
Total 1015171503040:							.00	1,915.34	1,915.34
1015195502003									
11/22	11/21/2022	260822	1037	SECURIAN FINANCIAL GROUP INC	DEC 2022	101-5195-502-003	.00	3,602.08	3,602.08
Total 1015195502003:							.00	3,602.08	3,602.08
1015195503056									
11/22	11/14/2022	260736	3466	DIVERSIFIED BENEFIT SERVICES INC	365394	101-5195-503-056	.00	332.34	332.34
Total 1015195503056:							.00	332.34	332.34
1015195503057									
11/22	11/21/2022	260823	5858	UNITED ACA SOLUTIONS LLC	4888	101-5195-503-057	.00	350.00	350.00
Total 1015195503057:							.00	350.00	350.00
1015210502010									
11/22	11/14/2022	260761	938	MATC	511	101-5210-502-010	.00	170.00	170.00
Total 1015210502010:							.00	170.00	170.00
1015210503000									
11/22	11/14/2022	260722	86	ARAMARK UNIFORM & CAREER APPA	6140061888	101-5210-503-000	.00	122.48	122.48
11/22	11/14/2022	260723	153	BAYCOM INC	EQUIPINV_03	101-5210-503-000	.00	2,400.00	2,400.00
11/22	11/14/2022	260755	882	LEXISNEXIS RISK SOLUTIONS	1212584-2022	101-5210-503-000	.00	150.00	150.00
11/22	11/21/2022	260814	882	LEXISNEXIS RISK SOLUTIONS	1212584-2022	101-5210-503-000	.00	150.00	150.00
Total 1015210503000:							.00	2,822.48	2,822.48
1015210503004									
11/22	11/21/2022	260812	815	KEY MAGICIAN LOCKSMITHS INC	3042	101-5210-503-004	.00	105.00	105.00

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Total 1015210503004:							.00	105.00	105.00
1015210503005									
11/22	11/14/2022	260740	3881	ENTENMANN ROVIN CO	0169175-IN	101-5210-503-005	.00	208.50	208.50
11/22	11/21/2022	260806	3881	ENTENMANN ROVIN CO	0168961-IN	101-5210-503-005	.00	609.50	609.50
Total 1015210503005:							.00	818.00	818.00
1015210503027									
11/22	11/14/2022	260743	578	GENERAL COMMUNICATIONS INC	312054	101-5210-503-027	.00	100.00	100.00
Total 1015210503027:							.00	100.00	100.00
1015210503056									
11/22	11/14/2022	260742	5154	GALLS LLC	022461836	101-5210-503-056	.00	12.98	12.98
Total 1015210503056:							.00	12.98	12.98
1015210503059									
11/22	11/21/2022	260800	115	AURORA HEALTH CARE	807216	101-5210-503-059	.00	150.00	150.00
Total 1015210503059:							.00	150.00	150.00
1015220503015									
11/22	11/14/2022	260735	419	DIGICORP INC	343463	101-5220-503-015	.00	160.00	160.00
Total 1015220503015:							.00	160.00	160.00
1015230503033									
11/22	11/14/2022	260741	495	EWALD AUTOMOTIVE GROUP	88265	101-5230-503-033	.00	169.09	169.09
11/22	11/14/2022	260773	3501	O'REILLY AUTOMOTIVE STORES INC	3274-423536	101-5230-503-033	.00	13.10	13.10
Total 1015230503033:							.00	182.19	182.19
1015235503000									
11/22	11/14/2022	260758	920	MALEK & ASSOCIATES CONSULTANT	6365	101-5235-503-000	.00	235.00	235.00
11/22	11/14/2022	260758	920	MALEK & ASSOCIATES CONSULTANT	6366	101-5235-503-000	.00	600.00	600.00

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Total 1015235503000:							.00	835.00	835.00
1015235503003									
11/22	11/14/2022	260738	452	DUO-SAFETY LADDER CORPORATIO	486628-000	101-5235-503-003	.00	80.18	80.18
11/22	11/14/2022	260782	6181	SIREN SERVICES LLC	1435	101-5235-503-003	.00	2,713.97	2,713.97
Total 1015235503003:							.00	2,794.15	2,794.15
1015235503034									
11/22	11/14/2022	260728	301	CITY OF CUDAHY	180580-00 112	101-5235-503-034	.00	258.19	258.19
Total 1015235503034:							.00	258.19	258.19
1015240503000									
11/22	11/14/2022	260759	5884	MARCO TECHNOLOGIES LLC NW712	INV10533726	101-5240-503-000	.00	74.65	74.65
Total 1015240503000:							.00	74.65	74.65
1015400503003									
11/22	11/14/2022	260788	3536	THE OFFICE TECHNOLOGY GROUP I	277480	101-5400-503-003	.00	64.54	64.54
11/22	11/14/2022	260788	3536	THE OFFICE TECHNOLOGY GROUP I	277481	101-5400-503-003	.00	86.17	86.17
Total 1015400503003:							.00	150.71	150.71
1015411503003									
11/22	11/14/2022	260724	160	BEARINGS INCORPORATED-SOUTH	253184	101-5411-503-003	.00	110.00	110.00
11/22	11/14/2022	260756	874	LINCOLN CONTRACTORS SUPPLY IN	I21904	101-5411-503-003	.00	570.05	570.05
Total 1015411503003:							.00	680.05	680.05
1015411503006									
11/22	11/14/2022	260764	1009	MILLER-BRADFORD RISBERG INC	W1130202	101-5411-503-006	.00	961.67	961.67
11/22	11/14/2022	260795	3128	WEST ALLIS BLUEPRINT & SUPPLY IN	166108	101-5411-503-006	.00	757.00	757.00
Total 1015411503006:							.00	1,718.67	1,718.67
1015411503027									
11/22	11/14/2022	260749	704	HUMPHREY SERVICE PARTS INC	1284910	101-5411-503-027	.00	135.92	135.92

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11/22	11/14/2022	260792	3051	TRUCK COUNTRY OF WISC INC	X203871032:0	101-5411-503-027	.00	26.26	26.26
11/22	11/14/2022	260796	5493	WISCONSIN KENWORTH - MILWAUKE	012P239174	101-5411-503-027	.00	292.40	292.40
Total 1015411503027:							.00	454.58	454.58
1015411503071									
11/22	11/14/2022	260721	66	ALSCO INC	IMIL1851375	101-5411-503-071	.00	142.86	142.86
11/22	11/14/2022	260721	66	ALSCO INC	IMIL1853424	101-5411-503-071	.00	157.61	157.61
11/22	11/14/2022	260762	939	MATHESON TRI-GAS INC	0026523834	101-5411-503-071	.00	135.70	135.70
11/22	11/21/2022	260802	303	CERTIFIED LABORATORIES	8001211	101-5411-503-071	.00	235.25	235.25
Total 1015411503071:							.00	671.42	671.42
1015411503089									
11/22	11/14/2022	260733	343	COREY OIL LTD	276412	101-5411-503-089	.00	443.35	443.35
11/22	11/14/2022	260793	3081	US PETROLEUM EQUIPMENT	150896	101-5411-503-089	.00	235.44	235.44
Total 1015411503089:							.00	678.79	678.79
1015412503033									
11/22	11/14/2022	260746	629	GREG'S TRUE VALUE & RENTAL	SEPT-OCT	101-5412-503-033	.00	38.43	38.43
11/22	11/14/2022	260753	815	KEY MAGICIAN LOCKSMITHS INC	3559	101-5412-503-033	.00	6.20	6.20
11/22	11/14/2022	260753	815	KEY MAGICIAN LOCKSMITHS INC	3601	101-5412-503-033	.00	56.41	56.41
11/22	11/14/2022	260768	995	MILWAUKEE FENCE INC	129616	101-5412-503-033	.00	4,685.00	4,685.00
Total 1015412503033:							.00	4,786.04	4,786.04
1015413503005									
11/22	11/14/2022	260731	335	CONCENTRA MEDICAL CENTERS DB	103657086	101-5413-503-005	.00	441.00	441.00
11/22	11/14/2022	260754	921	LANCE A MALICKI	2022 BOOT R	101-5413-503-005	.00	150.00	150.00
11/22	11/14/2022	260787	3685	TERRY, ESTELL M	WORK BOOT	101-5413-503-005	.00	150.00	150.00
Total 1015413503005:							.00	741.00	741.00
1015432503076									
11/22	11/14/2022	260780	1414	SHERWIN INDUSTRIES INC	SC049611	101-5432-503-076	.00	592.91	592.91
Total 1015432503076:							.00	592.91	592.91

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1015435503078									
11/22	11/14/2022	260730	1126	COMPASS MINERALS AMERICA INC	1068422	101-5435-503-078	.00	21,795.52	21,795.52
Total 1015435503078:							.00	21,795.52	21,795.52
1015437503079									
11/22	11/14/2022	260784	3010	TAPCO	I739011	101-5437-503-079	.00	719.30	719.30
Total 1015437503079:							.00	719.30	719.30
1015442503035									
11/22	11/14/2022	260765	4896	MILW COUNTY DOT-TRANSPORTATIO	7691	101-5442-503-035	.00	785.12	785.12
Total 1015442503035:							.00	785.12	785.12
1015442503082									
11/22	11/14/2022	260748	659	HEIN ELECTRIC SUPPLY CO	1042473-00	101-5442-503-082	.00	2,274.76	2,274.76
Total 1015442503082:							.00	2,274.76	2,274.76
1015443503005									
11/22	11/14/2022	260791	3044	TRI-STATE EQUIPMENT CO INC	155265	101-5443-503-005	.00	168.55	168.55
Total 1015443503005:							.00	168.55	168.55
1015510503005									
11/22	11/21/2022	260820	5209	PROSHRED SECURITY	1042824	101-5510-503-005	.00	91.86	91.86
11/22	11/21/2022	260820	5209	PROSHRED SECURITY	1067007	101-5510-503-005	.00	197.17	197.17
Total 1015510503005:							.00	289.03	289.03
1015510503059									
11/22	11/14/2022	260779	1366	SANOFI PASTEUR INC	918352110	101-5510-503-059	.00	261.78	261.78
11/22	11/14/2022	260779	1366	SANOFI PASTEUR INC	919124551	101-5510-503-059	.00	7,383.17	7,383.17
11/22	11/14/2022	260779	1366	SANOFI PASTEUR INC	919647756	101-5510-503-059	.00	1,067.65	1,067.65
11/22	11/14/2022	260779	1366	SANOFI PASTEUR INC	919702978	101-5510-503-059	.00	1,067.65	1,067.65
Total 1015510503059:							.00	9,780.25	9,780.25

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1035525503000										
11/22	11/14/2022	260772	1152	OAK CREEK HEALTH DEPT	OCHD110222	103-5525-503-000	.00	227.17	227.17	
Total 1035525503000:							.00	227.17	227.17	
1035596503000										
11/22	11/17/2022	259462	6088	ORCHARD STREET PRESS, LLC	16843	103-5596-503-000	.00	798.96-	798.96-	V
Total 1035596503000:							.00	798.96-	798.96-	
1075511503000										
11/22	11/14/2022	260774	6172	PERSONNEL SPECIALISTS LTD	35154790	107-5511-503-000	.00	1,188.25	1,188.25	
Total 1075511503000:							.00	1,188.25	1,188.25	
1075512503000										
11/22	11/14/2022	260774	6172	PERSONNEL SPECIALISTS LTD	35154844	107-5512-503-000	.00	388.00	388.00	
11/22	11/14/2022	260774	6172	PERSONNEL SPECIALISTS LTD	35154945	107-5512-503-000	.00	388.00	388.00	
11/22	11/14/2022	260774	6172	PERSONNEL SPECIALISTS LTD	35154985	107-5512-503-000	.00	1,115.50	1,115.50	
Total 1075512503000:							.00	1,891.50	1,891.50	
1075512503091										
11/22	11/14/2022	260790	3024	TIPRINT INC	0060265	107-5512-503-091	.00	722.00	722.00	
Total 1075512503091:							.00	722.00	722.00	
1085100503004										
11/22	11/14/2022	260769	1062	MOTOROLA SOLUTIONS INC	16191115	108-5100-503-004	.00	3,944.92	3,944.92	
Total 1085100503004:							.00	3,944.92	3,944.92	
1104350407001										
11/22	11/21/2022	260817	6195	PAUL WARGOLET	3919 E KLIEF	110-4350-407-001	.00	1,600.00	1,600.00	
Total 1104350407001:							.00	1,600.00	1,600.00	
3010000101346										
11/22	11/14/2022	260763	3703	MIDWEST METER INC	0148452-IN	301-0000-101-346	.00	2,941.03	2,941.03	

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Total 3010000101346:							.00	2,941.03	2,941.03
3010000101400									
11/22	11/14/2022	260778	1353	RUEKERT & MIELKE INC	143704	301-0000-101-400	.00	97.00	97.00
11/22	11/14/2022	260786	4870	TERMINAL-ANDRAE INC	58507	301-0000-101-400	.00	2,710.00	2,710.00
Total 3010000101400:							.00	2,807.00	2,807.00
3010000107107									
11/22	11/14/2022	260777	6046	RA SMITH	168819	301-0000-107-107	.00	21,244.63	21,244.63
Total 3010000107107:							.00	21,244.63	21,244.63
3016400641401									
11/22	11/14/2022	260727	241	CALGON CARBON CORP	90151653	301-6400-641-401	.00	2,841.00	2,841.00
11/22	11/14/2022	260747	652	HAWKINS INC	6312427	301-6400-641-401	.00	30.00	30.00
11/22	11/14/2022	260747	652	HAWKINS INC	6320725	301-6400-641-401	.00	1,212.00	1,212.00
11/22	11/14/2022	260760	4661	MARTELLE WATER TREATMENT INC	24226	301-6400-641-401	.00	5,214.65	5,214.65
Total 3016400641401:							.00	9,297.65	9,297.65
3016420504000									
11/22	11/14/2022	260797	3275	WISCONSIN STATE LAB OF HYGIENE	30012381	301-6420-504-000	.00	377.00	377.00
11/22	11/14/2022	260797	3275	WISCONSIN STATE LAB OF HYGIENE	726774	301-6420-504-000	.00	28.00	28.00
Total 3016420504000:							.00	405.00	405.00
3016430509004									
11/22	11/14/2022	260722	86	ARAMARK UNIFORM & CAREER APPA	6140058258	301-6430-509-004	.00	127.07	127.07
11/22	11/14/2022	260722	86	ARAMARK UNIFORM & CAREER APPA	6140065762	301-6430-509-004	.00	90.69	90.69
Total 3016430509004:							.00	217.76	217.76
3016430510001									
11/22	11/14/2022	260745	619	GRAINGER	9477499934	301-6430-510-001	.00	25.03	25.03
11/22	11/14/2022	260745	619	GRAINGER	9481353671	301-6430-510-001	.00	121.88	121.88
11/22	11/14/2022	260745	619	GRAINGER	9484396867	301-6430-510-001	.00	7.96	7.96

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Total 3016430510001:							.00	154.87	154.87
3016510510001									
11/22	11/14/2022	260745	619	GRAINGER	9484396875	301-6510-510-001	.00	15.29	15.29
Total 3016510510001:							.00	15.29	15.29
3016520504000									
11/22	11/14/2022	260778	1353	RUEKERT & MIELKE INC	143703	301-6520-504-000	.00	2,760.75	2,760.75
Total 3016520504000:							.00	2,760.75	2,760.75
3016650509004									
11/22	11/14/2022	260722	86	ARAMARK UNIFORM & CAREER APPA	6140061876	301-6650-509-004	.00	136.79	136.79
Total 3016650509004:							.00	136.79	136.79
3016650510001									
11/22	11/14/2022	260762	939	MATHESON TRI-GAS INC	52077040	301-6650-510-001	.00	73.75	73.75
Total 3016650510001:							.00	73.75	73.75
3016730510001									
11/22	11/14/2022	260789	1309	THE RECYCLING CENTER & SUPPLY I	8122	301-6730-510-001	.00	183.73	183.73
Total 3016730510001:							.00	183.73	183.73
3016750504000									
11/22	11/14/2022	260726	225	BUDNIK AND SONS INC	2022-10	301-6750-504-000	.00	920.00	920.00
Total 3016750504000:							.00	920.00	920.00
3016770510001									
11/22	11/14/2022	260732	4958	CORE & MAIN LP	R737547	301-6770-510-001	.00	1,082.54	1,082.54
Total 3016770510001:							.00	1,082.54	1,082.54

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
3019030504000									
11/22	11/14/2022	260790	3024	TIPRINT INC	0060234	301-9030-504-000	.00	322.08	322.08
Total 3019030504000:							.00	322.08	322.08
3019200921401									
11/22	11/21/2022	260807	3816	ENVIRONMENTAL INNOVATIONS INC	277878	301-9200-921-401	.00	177.49	177.49
11/22	11/21/2022	260807	3816	ENVIRONMENTAL INNOVATIONS INC	278191	301-9200-921-401	.00	161.41	161.41
Total 3019200921401:							.00	338.90	338.90
3019200923401									
11/22	11/14/2022	260729	324	COLLINS ENGINEERS INC	52818	301-9200-923-401	.00	3,050.00	3,050.00
11/22	11/14/2022	260750	4308	HYDROCORP	0069270-IN	301-9200-923-401	.00	1,554.00	1,554.00
Total 3019200923401:							.00	4,604.00	4,604.00
3019601503000									
11/22	11/14/2022	260729	324	COLLINS ENGINEERS INC	52417	301-9601-503-000	.00	10,760.00	10,760.00
11/22	11/14/2022	260737	423	DIXON ENGINEERING INC	22-1289	301-9601-503-000	.00	1,250.00	1,250.00
Total 3019601503000:							.00	12,010.00	12,010.00
3025434503084									
11/22	11/14/2022	260744	5719	GFL ENVIRONMENTAL	U8000018090	302-5434-503-084	.00	86,372.87	86,372.87
Total 3025434503084:							.00	86,372.87	86,372.87
3025445503003									
11/22	11/14/2022	260734	5838	DAN KRALL & CO INC	68726	302-5445-503-003	.00	13,142.63	13,142.63
11/22	11/14/2022	260757	5410	MACQUEEN EQUIPMENT LLC	W05666	302-5445-503-003	.00	490.37	490.37
Total 3025445503003:							.00	13,633.00	13,633.00
3025445503063									
11/22	11/14/2022	260795	3128	WEST ALLIS BLUEPRINT & SUPPLY IN	165684	302-5445-503-063	.00	164.72	164.72
Total 3025445503063:							.00	164.72	164.72

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
3025445503111										
11/22	11/14/2022	260757	5410	MACQUEEN EQUIPMENT LLC	E00929	302-5445-503-111	.00	108,178.00	108,178.00	
Total 3025445503111:							.00	108,178.00	108,178.00	
4029815503008										
11/22	11/14/2022	260793	3081	US PETROLEUM EQUIPMENT	151044	402-9815-503-008	.00	15,062.43	15,062.43	
Total 4029815503008:							.00	15,062.43	15,062.43	
4095500504000										
11/22	11/21/2022	260809	616	GRAEF	0123440	409-5500-504-000	.00	2,943.00	2,943.00	
11/22	11/21/2022	260809	616	GRAEF	0123441	409-5500-504-000	.00	312.50	312.50	
11/22	11/21/2022	260809	616	GRAEF	0123442	409-5500-504-000	.00	500.00	500.00	
11/22	11/21/2022	260809	616	GRAEF	0123443	409-5500-504-000	.00	343.75	343.75	
11/22	11/21/2022	260809	616	GRAEF	0123444	409-5500-504-000	.00	406.25	406.25	
11/22	11/21/2022	260809	616	GRAEF	0123445	409-5500-504-000	.00	1,026.75	1,026.75	
11/22	11/21/2022	260809	616	GRAEF	0123446	409-5500-504-000	.00	591.00	591.00	
11/22	11/21/2022	260818	5417	PIQUED INTEREST	OCTOBER 20	409-5500-504-000	.00	1,140.00	1,140.00	
Total 4095500504000:							.00	7,263.25	7,263.25	
4095800503004										
11/22	11/17/2022	259338	5969	LOCUST AUTO BODY SHOP LLC	031722	409-5800-503-004	.00	1,500.00-	1,500.00-	V
Total 4095800503004:							.00	1,500.00-	1,500.00-	
7015700503005										
11/22	11/14/2022	260781	5491	SHI INTERNATIONAL CORP	B15895360	701-5700-503-005	.00	1,497.05	1,497.05	
Total 7015700503005:							.00	1,497.05	1,497.05	
7015700503135										
11/22	11/14/2022	260720	37	AERO COMPRESSED GASES INC	459228	701-5700-503-135	.00	131.99	131.99	
11/22	11/14/2022	260720	37	AERO COMPRESSED GASES INC	459832	701-5700-503-135	.00	114.00	114.00	
11/22	11/14/2022	260739	481	EMERGENCY MEDICAL PRODUCTS IN	2492557	701-5700-503-135	.00	854.38	854.38	
11/22	11/14/2022	260739	481	EMERGENCY MEDICAL PRODUCTS IN	2494193	701-5700-503-135	.00	10.64	10.64	
11/22	11/14/2022	260739	481	EMERGENCY MEDICAL PRODUCTS IN	2495193	701-5700-503-135	.00	126.00	126.00	
11/22	11/14/2022	260739	481	EMERGENCY MEDICAL PRODUCTS IN	2499522	701-5700-503-135	.00	30.13	30.13	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
11/22	11/14/2022	260794	6182	VERATHON INC	80553374	701-5700-503-135	.00	3,295.60	3,295.60
Total 7015700503135:							.00	4,562.74	4,562.74
8015520503000									
11/22	11/14/2022	260735	419	DIGICORP INC	343442	801-5520-503-000	.00	500.00	500.00
11/22	11/14/2022	260766	958	MILW COUNTY FEDERATED LIBRARY	FL-03529	801-5520-503-000	.00	882.15	882.15
11/22	11/14/2022	260783	1455	SOS ELECTRONICS CORP	22-11001	801-5520-503-000	.00	222.00	222.00
Total 8015520503000:							.00	1,604.15	1,604.15
8015520503137									
11/22	11/14/2022	260771	6196	NICOLE LITTLEFIELD	1122	801-5520-503-137	.00	427.10	427.10
Total 8015520503137:							.00	427.10	427.10
8015530503034									
11/22	11/14/2022	260728	301	CITY OF CUDAHY	280575-00 10	801-5530-503-034	.00	1,791.19	1,791.19
Total 8015530503034:							.00	1,791.19	1,791.19
8015540503033									
11/22	11/14/2022	260798	5339	ZEIGE'S INTEGRITY MECHANICAL	i7076d	801-5540-503-033	.00	1,640.36	1,640.36
11/22	11/14/2022	260798	5339	ZEIGE'S INTEGRITY MECHANICAL	i71560d	801-5540-503-033	.00	901.12	901.12
Total 8015540503033:							.00	2,541.48	2,541.48
9015800503000									
11/22	11/14/2022	260777	6046	RA SMITH	0188882	901-5800-503-000	.00	2,733.82	2,733.82
Total 9015800503000:							.00	2,733.82	2,733.82
9015800503015									
11/22	11/14/2022	260719	5874	ACC BUSINESS	222839075	901-5800-503-015	.00	1,751.22	1,751.22
Total 9015800503015:							.00	1,751.22	1,751.22
9015800503084									
11/22	11/14/2022	260725	4139	BLUE RIBBON ORGANICS	12361	901-5800-503-084	.00	4,360.00	4,360.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 9015800503084:							.00	4,360.00	4,360.00
Grand Totals:							.00	478,753.41	478,753.41

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-435459-44872.629TC

Issued: 11/07/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 01/15/2023

Account Number: 155180
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-5050 S Lake Dr 5050 S Lake Dr Cudahy, WI 53110-2045 USA	CUDAHY POLICE DEPT. - WI 5050 S Lake Dr Cudahy, WI 53110-2045 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tierney Conlon Phone: (480) 712-4910 Email: tconlon@axon.com Fax:	Phone: Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$129,595.20
ESTIMATED TOTAL W/ TAX	$129,595.20

Discount Summary

Average Savings Per Year	$7,203.15
TOTAL SAVINGS	$36,015.75

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	$129,595.20	$0.00	$129,595.20
Total	**$129,595.20**	**$0.00**	**$129,595.20**

Quote Unbundled Price:	**$165,610.95**
Quote List Price:	**$137,589.75**
Quote Subtotal:	**$129,595.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	38	60	$72.29	$60.00	$56.84	$129,595.20	$0.00	$129,595.20
A la Carte Hardware									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			$789.75	$0.00	$0.00	$0.00	$0.00
Total							**$129,595.20**	**$0.00**	**$129,595.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	38	12/15/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	12/15/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	45	12/15/2022
2021 Taser 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	22	12/15/2022
2021 Taser 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	16	12/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	114	12/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	76	12/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	114	12/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	76	12/15/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	76	12/15/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	76	12/15/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	38	12/15/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	38	12/15/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/15/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/15/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	12/15/2022
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	12/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	76	12/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	76	12/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	76	12/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	76	12/15/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	76	12/15/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	76	12/15/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	76	12/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	76	12/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	76	12/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	76	12/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	38	01/15/2023	01/14/2028
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	01/15/2023	01/14/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	45	12/15/2023	01/14/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	38	12/15/2023	01/14/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	12/15/2023	01/14/2028
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/15/2023	01/14/2028

Payment Details

Dec 2022						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$0.00	$0.00	$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	38	$129,595.20	$0.00	$129,595.20
Total				**$129,595.20**	**$0.00**	**$129,595.20**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/7/2022

5-YEAR USEFUL LIFE RECOMMENDATION

TASER devices are part of the Axon network

WHY WE HAVE IT

AXON HAS ISSUED A 5-YEAR USEFUL LIFE RECOMMENDATION FOR ALL TASER WEAPONS. HERE'S WHY:

1. High voltage electronic components wear out over time and may not operate as expected
2. Weapons that are more than 5 years old are 2x more likely to fail in the field

WHAT IT MEANS FOR YOU

This recommendation is **NOT** an expiration date, but guidance only

5-year useful life recommendations are common in the industry for other products like body armor

A $10 million liability insurance policy is extended to all of our customers, but won't cover worn-out components older than 5 years*

HOW YOU CAN STAY CURRENT

We offer several payment plans to upgrade to new weapons and follow the 5-year guidelines

Contact your TASER sales representative or the customer service team if you have any questions

AXON

*However, in the event that a TASER CEW fails due to a worn-out electronic component that is older than 5 years, our insurance would not cover this claim, and AXON would not be liable for any resulting injuries.

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REV B

Sales Quotation

August 17, 2022

☑ Replacement System ☐ New System

QUOTE #: 22-0817-01

BILL TO:

SHIP TO:

ID Networks, Inc.
7720 Jefferson Road
Ashtabula, Ohio 44004

Phone 800-982-0751
Fax 440-992-1109
E-mail jwheelock@idnetworks.com
Rep Name John Wheelock
Web Site www.idnetworks.com

Company
Contact
Address

Phone
Fax
Email
Website

Andrew Ayala
Cudahy PD
5050 S Lake Drive
Cudahy, WI 53110
414-769-2260
ayalaa@cudahy-wi.gov

Company
Contact
Address

Phone
Fax
E-mail
Method

Item	Part #	Description	Qty	Unit Price	Extended Price
1	PALM-SCANNER	LSCAN 500 Palm Scanner Upgrade w/ trade-in of existing scanner	1	$9,995	$9,995
2	PC-WIN10	Windows 10 64-bit PC updgrade if needed (no charge - if current on maintenance) - IDN will decide if current PC can be upgraded or will need to be replaced. Nothing will be replaced if current PC is already running WIN10.	1	$900	$0
3	TS-IMPLEM-REMOTE	Remote Installation & Training (no charge - if current on maintenance)	1	$495	$0

Subtotal:	$9,995
Sales Tax:	
Shipping & Handling:	
Other:	
TOTAL:	**$9,995**

Pricing: ☑ State ☐ Federal ☐ Commercial

Sales Tax: ☐ Non Exempt ☑ Exempt

Payment Terms:

☑ Net Terms ☐ Contract ☐ 50% Down, Balance due upon installation

Notes: Price only valid for paying service customers.
Future annual maintenance costs will be adjusted accordingly to refelect the 1 year warranty period. Once the warranty period is over, maintenance cost will go back to the previous amount.

Customer Approval: _____ _____

Name **Title** **Signature** **Date**

PO #: _____

City of Cudahy
Parklet Grant Program
Application Guide

DRAFT

5050 S. Lake Drive
Cudahy, WI 53110
414-769-2227

Program Overview and Purpose

The City of Cudahy's Parklet Grant Program provides funds up to $5,000 to eligible recipient for the reimbursement of parklet construction and installation costs. This program aims to support the business community in the wake of the COVID-19 pandemic by providing resources to allow for the safe expansion of business operations outdoors and into the public right of way. The program is managed by the City of Cudahy Community Development and Public Works Departments and administered by the City of Cudahy Community Development Authority.

Applicant Eligibility

The following entities or individuals are eligible to apply for a Parklet Grant:

- Commercial property owners
- Business owners
- Non-profit organizations

Project Requirements

The parket being proposed must comply with the technical standards required by Article XI of the Cudahy Municipal Code. City staff will deny applications that are considered detrimental to the public health, safety, or welfare; or if the proposed location is reserved for another public purpose. Potential applications are required to meet with City staff before completing their application to discuss the project location and preliminary design considerations.

If the parket is planned to be used for outdoor dining, the application must include the information required for the Sidewalk Cafe Permit.

Use of Funds

The Parklet Grant Program may issue reimbursement for the following eligible costs:

- Materials necessary to construct and install a parklet, such as:
  - Lumber/plywood
  - Composite decking and other materials for flooring
  - Railing/fencing
  - Object Markers, soft-hit posts, signs and barriers meant to increase the visibility of parklets to drivers and cyclists.
  - Paints and stains
  - Materials to construct built-in seating and tables
  - Canopies and shade structures
  - Bike racks
  - Plants and planting materials
  - Lighting
  - Solar panels
  - Other materials as approved by CDA
- Contracted labor costs necessary for parklet construction and installation
- Permits and licensing fees
- Delivery/shipping costs for materials

DRAFT

Grant Application Scoring Criteria

City staff will utilized the following scoring criteria when reviewing application and making grant approval recommendations to the CDA:

Safety – The proposal strongly considers the safety of parklet users, pedestrians, and other roadway users. City staff will deny proposals that are considered detrimental to the public health, safety, or welfare.

Economic Impact – The project expands the operations of a business and creates opportunities for economic growth. There is strong potential that the project will influence aripple effect and promote others to invest in their business or property.

Sustainability and Permanence – The parklet is constructed of high-quality, durable materials that are easy to maintain and ensure the structure will have lasting value.

Place making and Activation - The proposal creates a unique sense of place and offers multipleamenities that provide comfort to parklet users. The parklet's location demonstrates it is likelyto be well used and active.

Aesthetic Quality - The proposal's design is visually appealing through appropriate use of materials, colors, plantings, or other elements that enhance the streetscape and complementneighboring properties.

Applicant Capability – The proposal may be reasonably accomplished. The construction and installation work will be conducted by qualified professionals. The parklet will be used and managed by a business/organization that is in good standing without significant community complaints, violations, or citations.

Application Approval Process & Timeline

Applications will be reviewed monthly as long as funds are available. This is a two year grant program running from January 1, 2023 to December 31, 2024. The following steps are required as part of the application approval process.

1. Potential applicants are required to meet with City staff before completing their application to discuss the project location and preliminary design considerations. Meetings may be held in personat the proposed location of the parklet, or virtually via Zoom or Microsoft Teams. To schedule a meeting, please contact Casey Griffiths at 414-769-2227 or email caseyg@cudahy-wi.gov.

2. Applicants must submit a completed Parklet Grant application form, Parklet Permit Application Form, site plan, and detailed cost estimates to caseyg@cudahy-wi.gov.

DRAFT

3. Complete applications will be reviewed and scored by City staff from the departments of Public Works and Community Development. Staff will make a recommendation on approval to the Cudahy Community Development Authority (CDA).

4. The CDA will consider applications at their next scheduled public meeting and will vote to approveor deny. CDA typically meets the fourth Tuesday of every month at 5:30 PM.

5. If approved, City staff will prepare a grant agreement, and once executed the project may proceed.

6. Parklets must be constructed and installed within one year of the CDA approval date. Longer timelines may be considered in case of extenuating circumstances. Requests to extend an approvedtimeline must be requested in writing to City staff. The request must include a revised timeline and explanation for delays.

Project Reimbursement Guidelines

Grants may be funded up to 80% of approved project costs. Maximum funding levels are determined on a case-by-case basis but will generally not exceed $5,000.

Grant funds will be provided in the form of reimbursement. Reimbursements may be issued once the grant recipient meets the following conditions.

1. The Parklet is fully constructed and installed before the agreed-upon completion date as defined by the grant agreement.

2. The Parklet complies with all applicable local, state and federal policies, procedures and laws.

3. Grant recipient or their contractor submits paid receipts of eligible expenses.

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Cudahy Parklet Grant Application Form

A. Applicant Information	
Applicant (business/organization name):	
Contact Person Name:	**Address:**
City/State/Zip:	
Phone:	**Email:**
Businesses Impacted:	

B. Proposed Project	
Describe the proposed parklet in detail, including location, safety considerations, and planned uses and amenities. Attach additional pages if necessary.	
Project Start Date:	**Project End Date:**
Explain why grant funds are needed to complete the project. Would the parklet project occur without the assistance or to a lesser degree? Attach additional pages if necessary.	

DRAFT

C. Summary of Proposed Grant-Eligible Costs	
Proposed Material (attach product information including brand, model, etc.)	**Cost Estimate** (attach estimate from contractor/supplier)
Materials Total:	
Proposed Labor for Construction and Installation	**Cost Estimate** (attach estimate from contractor)
Labor Total:	
Other Proposed Costs (permits, licensing, etc.)	**Cost Estimate** (attach cost documentation as necessary)
Other Proposed Costs Total:	

D. Total Eligible Costs Summary	
Total eligible costs (must equal totals of Table C):	
Grant amount requested (must not exceed 80% of total eligible costs):	
Applicant cost share (must reach 20% of total eligible costs**):**	

DRAFT

E. Summary of Ineligible Costs covered by Applicant	
Proposed Ineligible Costs (storage expenses, removable furniture, games)	Cost Estimate (documentation not required)
Total:	

Application Checklist

The following materials must be submitted to the City as part of a complete grant application packet.

- Parklet Grant Application Form
- Parklet Permit Application Form
- Parklet site plan
- Cost estimate for parklet construction and installation, including a line-item list of proposedmaterials. Images and brand/model information for proposed materials is required.

Certification

The undersigned hereby certifies to the best of his/her/their knowledge and belief that the information contained in this Application and any exhibits or attachments hereto is true and complete and accurately describes the proposed project. I understand that the Community Development Authority of the City of Cudahy has the right to verify this information and will be in contact with those individuals and institutions involved in the proposed project. False information, in addition to disqualifying me from any further consideration for financial assistance, may also subject me to litigation to recover the City's expenses related to reviewing this application and/or the costs to collect granted funds. I understand that the Community Development Authority of the City of Cudahy may release information for public purposes regarding the project, excluding any confidential financial information.

Applicant Name (Print):_____

Title:_____

Applicant Company/Organization Name (Print):_____

Applicant Signature: _____

Date: _____

DRAFT

CUDAHY
EST. 1906

Parklet Application Packet

Is A Parklet Right For Your Business?

This packet will provide all the information you need to get started on this exciting endeavor.

Parklet Requirements

Parklet Guidelines

Forms You Will Need

Parklet Checklist

Design Requirements

City of Cudahy
5050 S. Lake Drive
Cudahy, WI 53110

414-769-2204

Cudahy-wi.gov

Parklet Application Checklist

Step One: Applicants that wish to serve beer and/or liquor outside as part of their Parklet experience should submit a Class B combination license application to include a permit for consumption or possession of intoxicants on public property to the City Clerks Office. The license application can be picked up at the City Hall. The Rules, Laws & License Committee will determine if your establishment will be allowed to obtain this permit. If this permit is not granted, the applicant shall not serve beer and/or liquor outside of their premises.

Step Two: The Following items must be included with your application:

- ☐ Class B Combination license (described above). This includes Beer Garden and Consumption Permit (if applicant wishes to serve beer and/or liquor)
- ☐ Signed Indemnification Statement
- ☐ Certificate of Liability Insurance. All Insurance regulations must be complete
- ☐ Performance or Cash Bond for $10,000
- ☐ Proof that all code compliance, taxes, and police citations are paid for or completed
- ☐ Written document from private contractor, approving the design guidelines. Parklet must meet all design guidelines
- ☐ Site Plan for the Parklet
- ☐ Photos of proposed location
- ☐ $250 fee to be paid immediately after approval

Step Three: Turn in all required documents to the City Clerk's office at Cudahy City Hall

Step Four: City staff will review the Parklet application. If the application is complete, a Class B Combination license obtained (if serving alcohol), and the project is eligible; staff will recommend the Parklet application to the Board of Public Works. The Board will then recommend approval of the application to the Common Council or deny the application. If the Committee recommends approval, the Common Council will subsequently approve or deny the application.

Step Five: If a Parklet application is approved by the Board of Public Works and Common Council, the applicant is required to pay a $250 fee to obtain the permit. The applicant is then permitted to install the Parklet outside their establishment. Once the structure is in place, the Engineering Department will inspect the Parklet to make sure all guidelines, safety and accessibility codes have been met. Failure to keep the Parklet compliant, could result in termination of the permit.

If the application is deemed ineligible or denied, the applicant may apply for the Parklet Program again, the following year.

Parklet Application

Applicant Information

Full Name: _____ Date: _____
Last *First* *M.I.*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Phone: _____ Email _____

Business Name: _____

Address: _____
Street Address

_____
City *State* *ZIP Code*

Phone: _____ URL: _____

Parklet INFO

Street Where Parklet Will Be located: _____ Number of parking spaces: _____

I hereby acknowledge receiving and reviewing the City of Cudahy Parklet regulations and Section 34-66 of the Cudahy Municipal Code.

Signed: _____ Date: _____

Print: _____

Indemnification Statement

Applicant covenants and agrees that it will save and Indemnify and keep harmless the City of Cudahy, its officers and employees against all liability, judgments, costs and expenses which may in any way come against the City, its officers and employees in consequence of the granting of this application, or which in any way result in damages to any person or property caused in whole or in part by the use of the subject Parklet within the City of Cudahy. Applicant also agrees to reimburse the City, its officers and employees any actual reasonable attorney fees incurred by the City, its officers and/or employees in defending or responding to any action alleging damages caused in whole or in part due to any activities, placement, design, lighting or deterioration of the Parklet subject to the application dated _____.

Signed this _____ day of _____, 20__.

BY:

Signature:_ _____

Name : _____

Agent for: _____

PARKLET PROGRAM RULES AND REGULATIONS

1. PURPOSE:

   To describe the procedures to be followed by City departments when Parklets in the City right-of-way are applied for.

2. ORGANIZATIONS AND PERSONS AFFECTED:

   This policy applies to all City of Cudahy departments, boards, commissions, and the general public.

3. POLICY:

   It is the City's policy to follow a uniform procedure in conformance with state law and City ordinances when granting privileges for Parklets.

4. DESCRIPTION

   A Parklet is an extension of the curb that provides room for fixed and movable seating, plantings and dining.

5. RESPONSIBILITY

   The Clerk's Office shall be responsible for accepting applications for Parklets. The Engineering Department shall be responsible for determining if all criteria for granting a permit for a Parklet set forth herein have been met. The City Attorney shall determine if the insurance requirements set forth in section 5(a), bond requirements in section 5(b), and indemnification requirements set forth in section 5(f) have been met. Upon approval of the Common Council and a determination by the City Engineer and City Attorney that all requirements below have been met, a Parklet permit shall be issued by the Clerk's Office.

6. APPLICATION REQUIREMENTS

The following are prerequisites to the issuance of a Parklet permit. The City Engineering Department will not order a Parklet inspection nor approve a Parklet permit until all of the following requirements are satisfied.

A. Certificate of Liability Insurance in the amount of $1,000,000, with a $2,000,000 aggregate and a $2,000,000 umbrella. "Such insurance shall name the City of Cudahy as an additional insured, waive subrogation, be primary, provide notice of cancellation to the City, and shall have an endorsement specifically stating that the parklet and use of the sidewalk or other extended premises area are covered by the insurance, all in a form approved by the City Attorney. "

B. Performance Bond in the amount of $10,000 or a Cash Bond in the amount of $10,000 in a form approved by the City Attorney.

C. A one-time fee paid of $250.00.

D. The Board of Public Works /Common Council approval. The BPW must consider and approve the proposed location of the Parklet within the City and recommend approval of the application to the Common Council. The Common Council must subsequently approve the application.

E. A signed document prepared by the City Attorney indemnifying the City of Cudahy from any liability arising out of any allegations of injury or damage to persons or property pertaining to the Parklet.

F. A written document prepared by a private certified general contractor that the Parklet meets the design standards in section 7, below.

G. The bond and insurance requirements existing at the time the Parklet permit was granted shall continue, regardless of ownership change, unless proof of such requirements lapses or is not provided for a period of six months. Such lapse shall require full compliance with the terms of this policy as if the application is for a new encroachment. The City reserves the right to change the insurance requirements for an upcoming season at the discretion of the City Attorney.

7. <u>PARKLET GUIDELINES</u>

A. GENERAL

a. Permitted only for food and drink establishments. Applicants are required to have in place all relevant licenses for food and beverage service.

b. Cannot extend beyond the width of the applicant's tenant frontage.

c. Cannot extend into the street more than 7 feet 6 inches as measured from the outside edge of the curb. Parklets exceeding 7 feet 6 inches may be considered on a case by case basis.

d. No advertising. Logos, advertising, or other branding is prohibited. A small unobtrusive plaque recognizing project sponsors and material donors may be acceptable at the discretion of the Engineering Department.

e. Term of use April 1 through November 1.

f. Design for easy removal. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer and water mains, they need to be designed for easy removal in case of an emergency.

g. Outdoor food and drink service is allowed during the business/applicants normal operating hours but not later than 10:00PM Sunday through Thursdays and 11:00PM Fridays and Saturdays.

B. PARKLET LOCATIONS

a. Parking spaces. Parklets can be sited along the curb line on streets where on-street parking spaces exist. They can be considered in any location where there are or would be space(s) for on-street parallel, angled, or perpendicular parking.

b. Corner locations. In general, Parklets must be located at least 100 feet away from a signalized intersection and at least 25 feet from a non-signalized intersection. Parklets close to corners can be more exposed to the risk of a collision by motorized vehicle. In some instances, a curb-extension (bump-out), or some other physical barrier that would protect the Parklet in a corner location may allow the city to consider a corner Parklet on a case-by-case basis.

c. Driveways. Parklets may be installed in front of a driveway if the applicant is the owner of the driveway or obtains written permission from the property owner to install the Parklet. If the driveway has been abandoned or no longer provides access to off-street parking space, it shall be cleared and removed before the Parklet is installed.

d. Other locations. Other locations adjacent to the curb will be considered on a case-by-case basis.

e. Parklets may be permitted on streets with speed limits of 30 mph or less. Parklets proposed for streets with speed limits exceeding 30 mph may be considered on a case-by-case basis.

f. Street Slope. Parklets are generally permitted on streets with a running slope (grade) of five percent or less. Parklets may be permitted on streets with a grade exceeding five percent if the parklet design complies with accessibility requirements.

g. Parklets are not permitted within bus zones.

h. Parklets may not be constructed over utility access panels, manhole covers, storm drains, or fire hydrant shut off valves.

C. PARKLET DESIGN

a. Platform

i. Surface. The platform's finish must be flush with the sidewalk. The maximum gap between the curb and parklet can be no larger than one half inch.

ii. Elevated Platform. Most city curbs are approximately six inches tall. In some instances, the curb can be substantially taller due to unique site conditions. It is strongly recommended that the parklet operator work with a design professional and city staff when dealing with unusually tall curb or cases of bi-level curbs.

iii. Attachment. The platform may be bolted to the roadway upon the submission of a restoration plan.

iv. Drainage. The parklet cannot block street drainage. The platform design must accommodate water flow patterns unique to the street.

b. Enclosure

i. The enclosure must be three-sided relative to traffic, minimum 36" tall and maximum 42" tall.

ii. The enclosure design must allow for clear sight lines to and from the street.

iii. Overhead elements will be considered on a case-by-case basis with a minimum vertical clearance of 84".

c. Amenities

i. Integrated plantings must be pruned to maintain clear sight lines. Planters must be secured as necessary to remain upright and in place. Poisonous, noxious, or invasive vegetation must be avoided.

ii. Lighting. Electrical connections to buildings will require a separate electrical permit. Solar-powered lighting may be considered.

iii. Other amenities will be considered on a case-by-case basis.

d. Materials

i. The parklet shall be constructed with materials that can sustain exposure to the elements, is easily maintained, and is slip resistant including wood, metal, concrete, or composite.

D. ACCESSIBILITY

Parklets must be in compliance with the Americans with Disabilities Act (ADA)

a. Accessible Entry. At least one accessible entry point must be incorporated into the parklet design.

i. The maximum vertical gap between the curb and parklet platform is ¼". Level changes exceeding ¼" may require ramps.

ii. Wheelchair turning space. The parklet must meet ADA requirements for wheelchair turning movements.

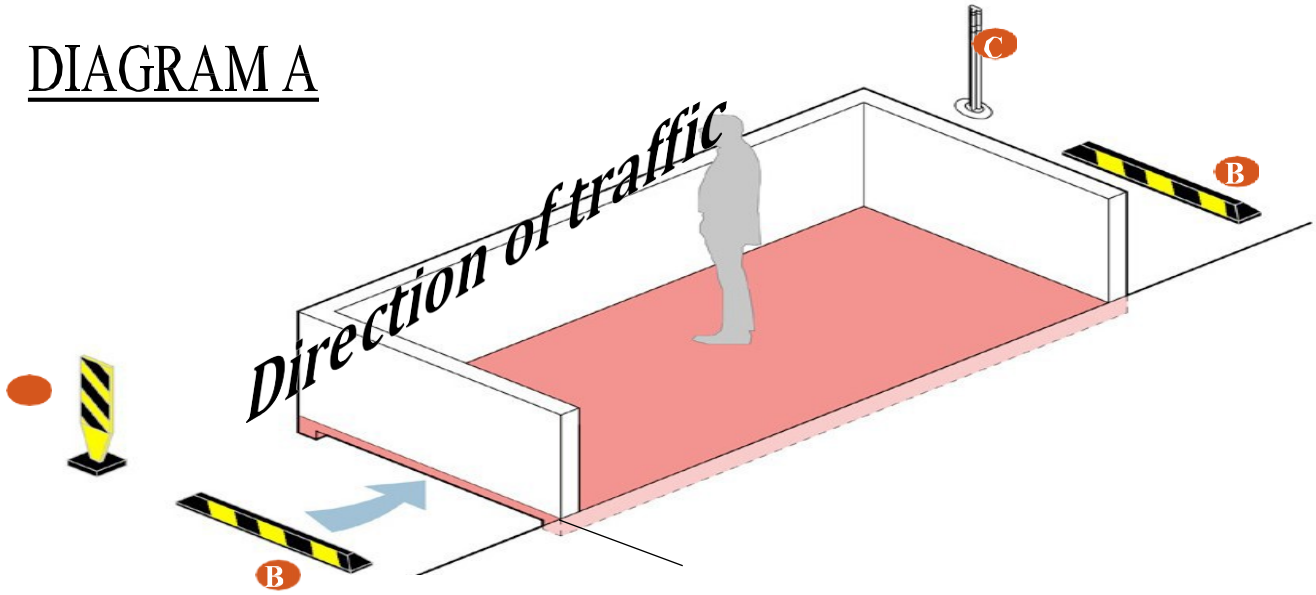
iii. Wheelchair resting space. The parklet must meet ADA requirements for resting space of a wheelchair.

Accessible Route. An accessible route must connect the sidewalk to the parklet entry, platform surface, wheelchair turning space, and wheel chair resting space. The path must be a minimum of 36" wide on the sidewalk and must not pass over grates containing openings that permit the passage of a ½" diameter sphere.

E. SAFETY

i. a. Traffic Control Devices. Wheel stops ("B" 3 feet long, black rubber with yellow

DIAGRAM A



b. Large decorative planters or other approved conspicuous barrier should be utilized on each end of the parklet to add protection and boundaries to the structure.

c. Reflective elements at corners. Reflective elements are required at the outside corners of all parklets. Soft-hit posts are a standard solution deployed at the outside edges; however, the city will consider additional reflective elements incorporated in the parklet design.

F. OVERSIGHT

a) Enforcement

i.) Parklets that are erected or maintained contrary to the requirements of this Policy shall be penalized in the following ways:

A.) Any applicant who violates Section 34-66 of the Cudahy Municipal Code, which codifies these regulations, shall, upon conviction, pay a forfeiture not to exceed $525.00.

B.) Upon receiving notice to remove the Parklet or that portion of the Parklet and/or accoutrements to the Parklet within 24 hours. If the applicant has not removed the Parklet, portion of the Parklet, or identified accoutrement(s) within 24 hours the Public Works Department shall have the right to remove the Parklet, that portion of the Parklet, or any accoutrement(s) and place the item(s) into storage. Once in storage the applicant shall be notified of its location and it shall have 5 days to pick up the materials from the date of notification. If the applicant does not pick up the materials within that time period the Public Works Department shall recycle or discard the materials. Any holder of a grant of privilege for a Parklet who fails to remove the Parklet or accoutrements to the Parklet that is erected or maintained contrary to the requirements this Policy shall be banned from having a Parklet the following permit season. Thereafter, such applicant and permit holder shall be eligible for a Parklet but shall be subject to such other reasonable requirements and conditions as may be set by the City Engineer and/or the Board of Public Works as are needed to ensure compliance with the requirements of this section.

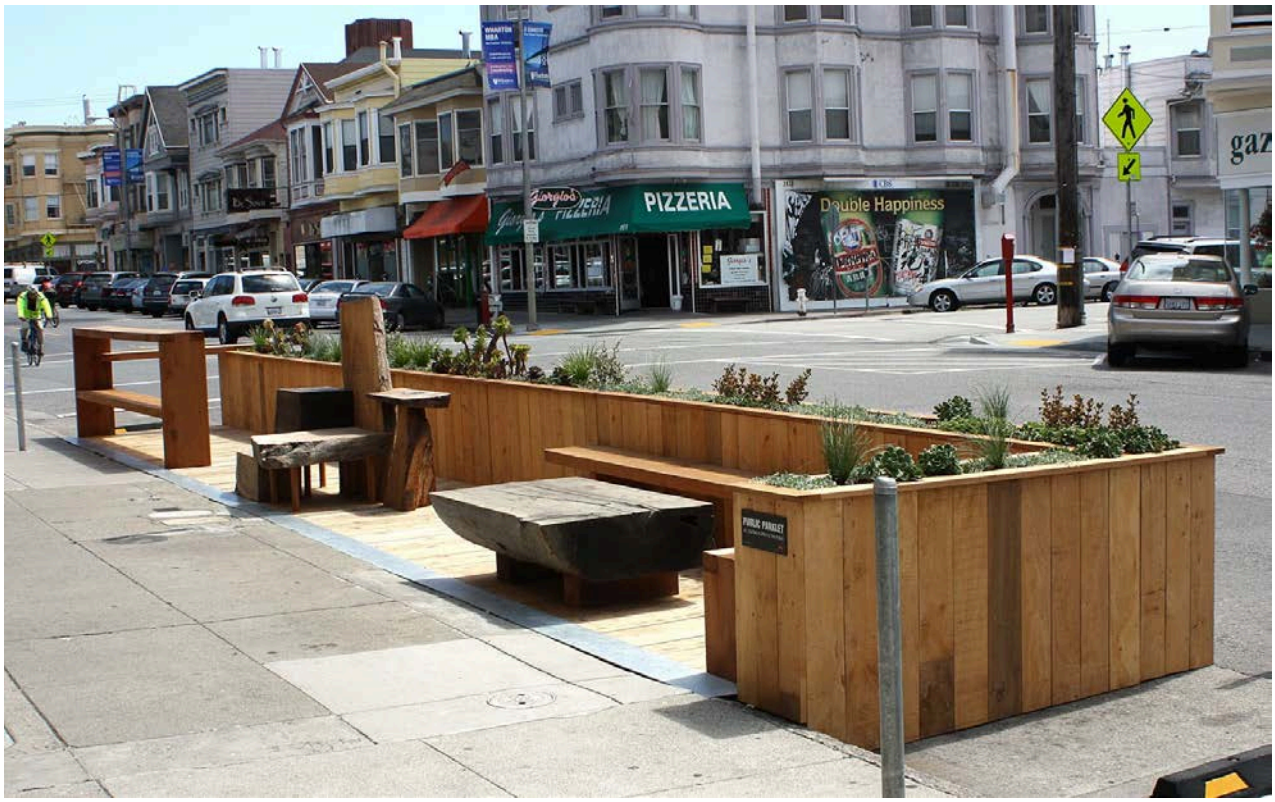
b) Approval by the City Engineer of the Parklet structure and other related items outside of the structure shall be required prior to issuance of the permit. The other

related items shall include but not be limited to the following:

1.) Clear zones, distances from intersections for sight distance, operational characteristics of the roadway (e.g. do "defacto" turn lanes/bypass lanes exist?), etc. are all important considerations to safety for the traveling public as well as the safety of those using Parklets.

2.) The document mentions decorative planters at protective barriers, but their sufficiency and locations should still be overseen by engineering for safety purposes to ensure they are a proper crash cushion.

3.) Street signing, to ensure its continued visibility after the Parklet is built.


PIZZERIA
Double Happiness
PUBLIC PARKLET

HENDRICK'S
Ryder
PUBLIC PARKLET
ALL SEATING IS OPEN TO THE PUBLIC

Quotation

#121222-01-pg#1

12/12/22

ascend design
architectural • interior • branding • signage
w144 s6317 college court muskego, wisconsin 53150
phone: 414.422.9500 fax: 414.422.9610

Attn: Thomas Pavlic
City of Cudahy Mayor
7710 N Plankinton Avenue
(P) 414-769-2222
(F) 414-769-2257
thomasp@ci.cudahy.wi.us

Description	Qty.	Unit	Price
City of Cudahy City Hall Signage: Concept #1.A 1.) Cudahy Monument Sign with Curved LED Message Center ("Planter Sign") • Overall Dimensions: 13' -4" L x 4' -6" W x 6' -2" H • Electronic Message Center: Seth® Curved LED 16' Radius (15' -8" Linear Feet X 3' -0" High), RGB (Full-Color); 10mm Resolution. Includes Aluminum Frame and (3) 4" x 4" Square Aluminum Posts. • ATI/Ladish Ring (provided by ATI/Ladish): Solid Forged Aluminum #7075. To be cut and drilled. • Sign Beam: Aluminum I-Beam (Wide Flange Type), 6.00" x 6.00" (0.50" web) x 12' -0" L, Powder-Coated Metallic Graphite/Silver. • Carriers for ("CUDAHY" and "EST. 1906" Letters): Water-jet Cut 1/4" Thick Aluminum, with Powder-Coated Metallic Graphite/Silver Finish. • "CUDAHY" and "EST. 1906" Letters: Water-jet Cut 1/2" Thick Solid Stainless Steel. Backs to be Drilled and Tapped for 1/4"-20 Stainless Steel Studs and Nuts. • Base-Plates (2 QTY): 16.00" x 16.00" Bases to Use Water-jet Cut and Welded 3/4" Thick Stainless Steel, Primed and Powder-coated Metallic Graphite/Silver. • Hardware: Uses all Stainless Steel Bolts, Nuts and Washers. • Concrete Footings & Installation: By Others (Not Included).			$72,950.00
NOTE: does NOT include permit procurement and sign permit fee. Does NOT include final, regular electrical service, piping, wiring, etc. Electrician to provide additional circuits (if required...) and provide power to fixture/sign location. NOTE: The design, construction, materials, components and installation of all items listed above are to comply with state and local building and electrical code regulations. Signs to be UL approved. ***NOTE: All prices do not include tax. Quotation is good for 30 days.***		SubTotal: Tax: Total (w/ tax): Payment Received:	$72,950.00
		TOTAL:	

ACKNOWLEDGEMENT:

Acknowledgement of confirming order must be received before work will commence.
Acknowledgement must be signed, dated and accompanied by purchase order number.

TERMS:

50% down required, remainder/net due upon completion/installation.

NOTE:

Pricing above is subject to change if design and/or specifications are altered and/or quantities are changed or omissions made.

LEAD TIME:

Completion within 6-8 weeks from date of final customer approval, purchase order with receipt of down payment, AND receipt of any/all required COA's, sign permit(s), etc..

ascend design
architectural • interior • branding • signage
w144 s6317 college court muskego, wisconsin 53150
phone: 414.422.9500 fax: 414.422.9610

Quotation

#121222-01-pg#2

12/12/22

Attn: Thomas Pavlic
City of Cudahy Mayor
7710 N Plankinton Avenue
(P) 414-769-2222
(F) 414-769-2257
thomasp@ci.cudahy.wi.us

Description	Qty.	Unit	Price
City of Cudahy City Hall Signage: Concept #1.A			
2.) Freestanding Wayfinding/Directory & Bulletin Signs: • Overall Dimensions: 2' -1" L x 2' -1" W x 7' -6" H (+/-) • Sign Post: Aluminum I-Beam (Wide Flange Type), 5.00" x 3.25" (0.50" web) x 7' -6" L, Powder-Coated Metallic Graphite/Silver. • "Cudahy" Header (18" Character Height): Water-jet Cut 1/4" Thick Solid Stainless Steel with Brushed Finish (#4 Polish; Vertical). • Sign Box/Directory Panel: Fabricated 1/8" Thick Aluminum, with Primed and Powder-coated Finish (Cudahy Blue). Directory Copy to be Digitally-Trimmed 3M/Oracal® Outdoor Vinyl (White). • Bulletin Board Case (Internally-Illuminated): Fabricated Aluminum Case with Keyed Locking Glass Door. Includes Powder-Coated Metallic Graphite/Silver Finish. Uses Premium-Quality GM Lighting® LED's (Warm White) and Driver (PRI 120V SEC 12/24V). UL Approved. • Hardware: Uses all Stainless Steel Bolts, Nuts and Washers. • Installation: By Others (Not Included).	2	$8,475.00	$16,950.00
3.) Design Development for Items Specified Above (Creative Fee) - Includes gathering and establishing design criteria and initial concept development. Includes accompanying computer elevations and/or renderings, CAD/engineering drawings with specifications, shop drawings with materials and processes specifications, coordination with other outside manufacturers/vendors if required and and preparation of artwork for final production files.			$5,000.00
		SubTotal (from pg#1)	$72,950.00
NOTE: does NOT include permit procurement and sign permit fee. Does NOT include final, regular electrical service, piping, wiring, etc. Electrician to provide additional circuits (if required...) and provide power to fixture/sign location. NOTE: The design, construction, materials, components and installation of all items listed above are to comply with state and local building and electrical code regulations. Signs to be UL approved.		SubTotal: Tax: Total (w/ tax): Payment Received:	$94,900.00
NOTE: All prices do not include tax. Quotation is good for 30 days.		**TOTAL:**	$94,900.00

ACKNOWLEDGEMENT:

Acknowledgement of confirming order must be received before work will commence.
Acknowledgement must be signed, dated and accompanied by purchase order number.

TERMS:

50% down required, remainder/net due upon completion/installation.

NOTE:

Pricing above is subject to change if design and/or specifications are altered and/or quantities are changed or omissions made.

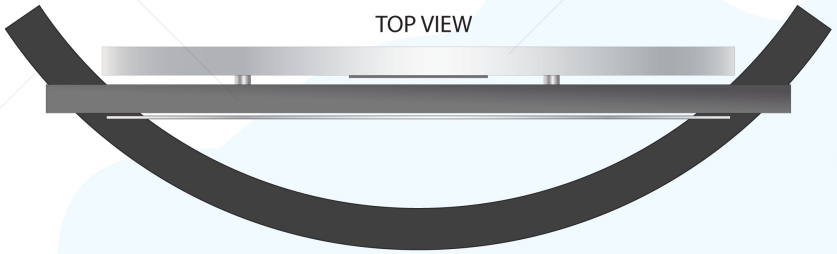
LEAD TIME:

Completion within 6-8 weeks from date of final customer approval, purchase order with receipt of down payment, AND receipt of any/all required COA's, sign permit(s), etc..

Sign Beam:
Aluminum I-Beam (Wide Flange Type),
6.00" x 6.00" (0.50" web), Powder-Coated
Metallic Graphite/Silver -or- to Match
Cudahy Dark Blue (Pantone TBD)

ATI/Ladish Ring (148.875" Dia):
Solid Forged Aluminum #7075
Parted (cut) to 6.00" Width

TOP VIEW



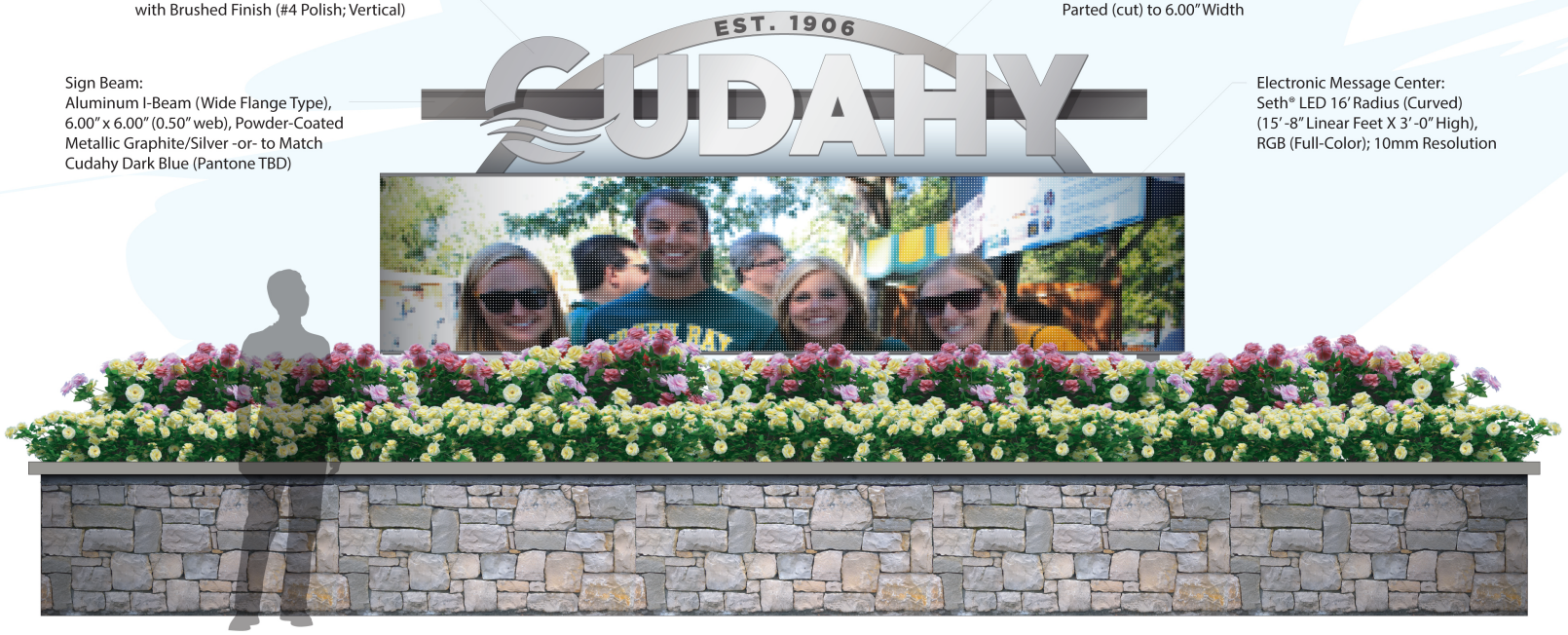
Electronic Message Center:
Seth® LED 16' Radius (Curved)
(15'-8" Linear Feet X 3'-0" High),
RGB (Full-Color); 10mm Resolution

"Blue I-Beam" Option

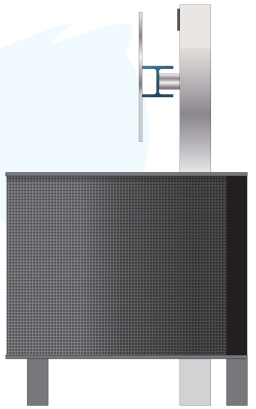
"Cudahy" Letters:
Water-jet Cut 1/2" Thick Solid Stainless Steel,
with Brushed Finish (#4 Polish; Vertical)

ATI/Ladish Ring (148.875" Dia):
Solid Forged Aluminum #7075
Parted (cut) to 6.00" Width

Sign Beam:
Aluminum I-Beam (Wide Flange Type),
6.00" x 6.00" (0.50" web), Powder-Coated
Metallic Graphite/Silver -or- to Match
Cudahy Dark Blue (Pantone TBD)



Electronic Message Center:
Seth® LED 16' Radius (Curved)
(15'-8" Linear Feet X 3'-0" High),
RGB (Full-Color); 10mm Resolution

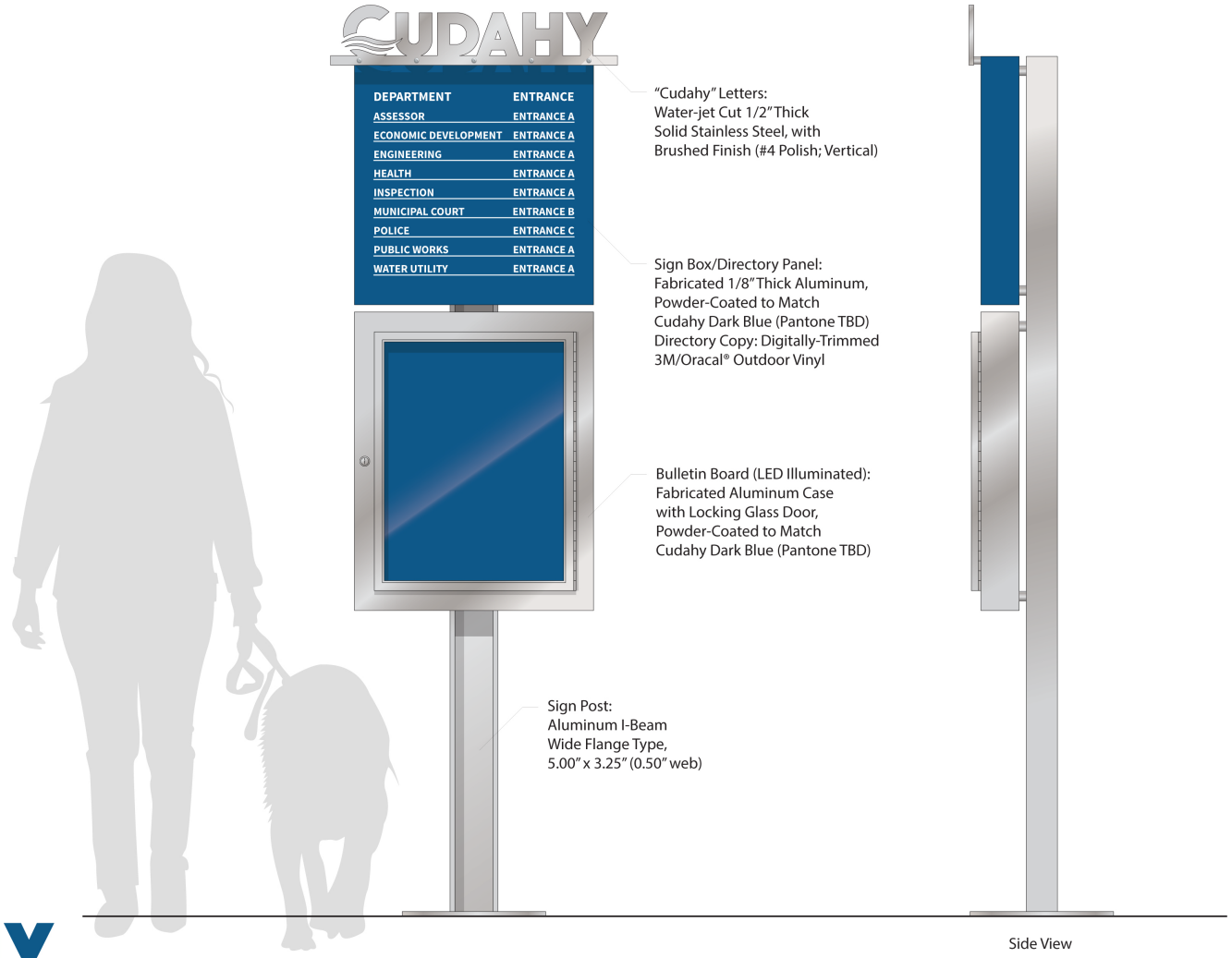


SIDE VIEW
Footings/Posts Not Shown

1/2" = 1'

ascend design
architectural • interior • branding • signage
w144 s6317 college court muskego, wisconsin 53150
phone: 414.422.9500 fax: 414.422.9610

X2



Side View

CUDAHY
EST. 1906

Freestanding Wayfinding/Directory & Bulletin Sign:
2 QTY.

ascend design
architectural • interior • branding • signage
w144 s6317 college court muskego, wisconsin 53150
phone: 414.422.9500 fax: 414.422.9610

Funding Agreement M10005CU01

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth St., Milwaukee, Wisconsin 53204-1446 and the City of Cudahy (Municipality) with its municipal offices at 5050 South Lake Drive, Cudahy, Wisconsin 53110.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) December 1, 2023 or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed $428,749 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). The total project cost of $731,400 is offset by Municipality funds. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No additional

reimbursement will be made for costs incurred prior to the effective date of this Agreement, or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over $25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;

b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review via email to its assigned PPII Project Manager. Contractor pay applications that include a scope of work not funded by this Agreement shall have District reimbursable expenses clearly segregated and itemized. All contractor's pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two (e) times throughout this Agreement.

Each reimbursement request shall include:

a. An invoice from the Municipality clearly stating the requested reimbursement amount;

b. All approved contractor pay applications;

c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.

d. No consultant or municipal staff expenses will be funded through this Agreement.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50 % of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204–1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage District	City of Cudahy
By:	By:
Kevin L. Shafer, P.E., Executive Director	Thomas Pavlic, Mayor
Date:	Date:
	By:
	Casey Griffiths, City Administrator
	Date:
	By:
	Kelly Sobieski, Clerk/ Treasurer
	Date:

Approved as to form:

Attorney for the District

ATTACHMENT A
Municipality Work Plan

2022 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Tim Birkel	Municipality: City of Cudahy
Mailing Address: 5050 S. Lake Dr. Cudahy, WI 53110	
Phone #: (414) 769-2272	Email: birkelt@cudahy-wi.gov
Primary Contact: Tim Birkel	Primary Contact email: birkelt@cudahy-wi.gov
Primary contact phone #: (414) 769-2272	
Consultant (if applicable)	
Firm:	Consultant's PM's Name:
Consultant Email:	Consultant Phone number:

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

☐ Planning ☐ Investigative ☑ Construction/Rehab ☐ Post Project Evaluation ☐ Training

☐ Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? $ 428,749.00

3. Provide the scope of work that will be included in this work plan.

The City of Cudahy is proposing a large scale private storm lateral installation project within one area of the City. The City has data that shows an increased flow in the sanitary sewer system during peak flow and winter conditions indicative of foundation drain and sump discharges. It is believed that during peak flow events and during winter months when the ground is frozen that clear water enters the sanitary sewer system because there are no provisions to get it away from the foundation and into the storm main in the street. The proposed storm lateral will convey clear water generated from storm and foundation drains away from the home to the storm main. Storm laterals are "privately owned" and are solely the responsibility of the property owner to replace, repair and maintain. The City of Cudahy has roughly $428,749 available through the MMSD's PPII program. Under MMSD's PPII Policy the installation of privately owned storm sewer laterals and/or privately owned and located storm sewers, is an eligible project. This area is directly upstream from the City's sanitary sewer lift station which has documented cases of increased clear water flow during specific times of the year.

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

Municipal engineering staff will be designing and managing the project. It is planned that consultants will not be used for any portion of the 2022-23 PPII program. The project will be publicly bid and a qualified contractor will be awarded the project for 2023 construction. It is understood that MMSD will periodically have staff oversee the project related to the applicable storm lateral items.

5. What is the total number of properties in the project area? 121

6. What is the assumed number of participating properties? 97

7. What is your justification for the assumed participation rate?

☑ Prioritization of properties based on investigative work ☑ Assumed percent of total based on previous projects ☐ Existing ROE agreements

☐ Other (Fill in Blank):

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? ☐ Pre 1940's ☑ 1940 – 1960 ☑ 1961-1980 ☐ 1981-Present

2. What is the average lot size within the project area? 7,400.00 ☑ SF ☐ Acres

3. In this area, is it typical that foundation drains are connected? ☐ Yes ☑ No

4. What sewershed(s) or metershed(s) is this project located in?

The PPII storm laterals will be in sewershed CU6002

5. Collection system characteristics in project areas:

Approximate year sanitary sewer was installed:	Host Pipe Material(s):		Pipe Size(s):	Pipe Shape(s):
1957	☑ VCP	☐ Ductile Iron	8"	☑ Circular
	☐ Cast-Iron	☐ Concrete		☐ Other
	☐ Asbestos	☐ PVC		

6. Within the project area, is the mainline rehabilitated? ☑ Yes ☐ No

If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.

Spot repairs to areas identified through televising.

7. Will public infrastructure work be contracted or completed with the private property work? ☒ Yes ☐ No

If "Yes", provide details of the public work.

Some of the residential homes do not have existing storm sewer in front of the property which will require the City to extend the storm sewer system in these areas. This work will not be funded through the PPII program. The City has also dedicated $300,000 of Federal ARPA Funds to install additional storm laterals as part of the project. The additional storm laterals will be located within the same area as the PPII work and some will be located across multiple areas in the City. Final bid amounts and resident participation will result in how many or how much additional lateral work will be as part of the project.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.
   - Maps shall use a streets view as base map.
   - Major street names shall be labeled and legible.
   - Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
   - A north arrow, legend, and scale shall be included.
   - Maps shall be at a 3:4 aspect ratio
   - Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☑ Yes ☐ No

   If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☑ No

   If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

   If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

Sewershed CU6002 is upstream from the City's only lift station and is known to have high levels of I/I during extreme wet weather events.

2. Describe how the project area and approach was chosen and prioritized.

This area has been investigated as a sanitary sewershed with high sources of infiltration and inflow for many years. This area is directly upstream from the City's only lift station that is very old and is planned for replacement. During extreme rain events the lift station's 1940's pumps experience very high run times. The City has flow monitored the basin trying to find the cause of the high flows, thinking it was from one area in the sewershed. Televising and rehab of the mainline sewer has occurred while receiving minor reductions in I/I. City engineering staff believes the the cause of the high wet weather flows are the result of privately owned sump pumps connected to sanitary laterals through means of inside resident houses. This source of inflow is resulted from post 1954 homes that don't have a free outlet into a storm lateral. The area chosen contributes to the highest amount of I/I from a flow metering data.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

   ☐ Non-compliant ☑ Compliant ☐ Inconclusive ☐ Not Analyzed

   If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? ☑ Yes ☐ No

   If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.

The left station downstream from the project area had a loss of 3 phase power during a rain event. The power loss of 1 phase was not monitored and no alarms were triggered. The list station did not operate correctly and the flow backed up into the local system resulting in a overflow that over topped out of the upstream manhole.

5. Does the project area have a history of CSOs or SSOs? ☐ Yes ☑ No

   If "Yes," provide the frequency of occurrences over the last ten years.

6. Does the municipality have recurring basement backup reports in the project area? ☐ Yes ☑ No

   If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.

7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data? ☑ Yes – go to item 8 ☐ No – go to item 9

8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.

Periodically City crews monitor the flows visually during both dry weather and weather events trying to "chase" the heavier flows upstream to hopefully find sources of I/I. (30 years)

2001 Earthtech flow metering report City wide

2006 Earthtech flow metering report Sewershed CU6002

Manual inspections of excessive pump run times after rain events. (1998 to 2006)

Lift station pump runtime reports from Mission scada system. (2006 to 2022)

9. Do you plan on collecting pre-project baseline data as part of this project?

☑ Yes – go to item 10
☐ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

We plan to place flow meters downstream from project areas in 2 locations. We will not use MMSD meters and plan to use our own consultant who has been metering for us for many years.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

The City plans to use the pre and post flow metering data. We also plan to document sump pumps connected to sanitary when doing inspections.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

After construction, the City expects to see a reduction in I/I at MMSD's outfall locations in the aforementioned sewer sheds. More specifically, the City's lift station that has seen extremely high flows, should see much lower peak demand flow and potentially lower maintenance & treatment costs. This would also be reflective in MMSD's operating and maintenance cost. To determine just how much of an impact this project will have on reducing I/I in the sanitary sewer system, the City is planning to get monitors in the sanitary sewer in these areas before the project begins. The monitoring will continue for at least two years following the installation.

The secondary benefit of getting active sump discharges connected to the storm sewer is that it gets rid of the safety and nuisance issue. Active sump discharges during winter months cause severe icing on sidewalks and roadways requiring a significant application of chloride to the water ways. Removing the discharge removes the icing, which removes the need to apply salt.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e. municipal funds, grant funding, property owner cost share, etc. ☑ Yes ☐ No

   If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

The City's Common Council approved the use of and additional $300,000 ARPA funds for this project. The City also plans to use Storm Water Utility funds for storm sewer extensions to areas that currently do not have storm sewer directly in front of a parcel.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

These costs are preliminary estimates based on past PPII projects and a dynamic scope of work that could add to costs for the Utility or reimbursable costs based on actual bid values. The City would be requesting a reimbursement up to its fully allotted value in the PPII funds at the time of project completion. Currently the City has $359,365 and expected to have $428,749 when the 2023 funds are included. The final as-built quantities would be used to submit to the District the reimbursable amount up to the maximum available at eh end of the project resulting in a one-time request to district.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

Tim Birkel Engineering Supervisor with the Cudahy Engineering Department will be submitting reimbursement requests

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? ☑ Yes ☐ No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

The project will be bid and a qualified contractor will be awarded the project. Cudahy Engineering staff will inspect & manage the project.

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

Only approved and allowable storm lateral (PPII) quantities will be reimbursed up to the total allocation amount. See the project cost estimate and funding breakdown that shows amounts that will be funded by MMSD, ARPA, and City.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Thomas Pavlic	Position Title: Mayor
Name: Casey Griffiths	Position Title: City Administrator
Name: Kelly Sobieski	Position Title: Clerk/Treasurer
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

In order to best accommodate the public, the City will be holding public informational meetings at City Hall to introduce the property owners to the project and even go door to door. To best reach the public, a face to face conversation about the details of the project as well as the potential funding source will make a huge difference in getting public backing. There will also be information mailed and private property encroachment documents signed by all property owners involved.

2023 City of Cudahy PPII Project M10005CU01

Project Schedule

Design	**Start**	**Days**
Prelim Survey	1/9/2023	14
Plans	1/23/2023	30
Specs	2/20/2023	14
Staking	4/3/2023	7
Bid Process		
Ad	3/20/2023	14
Bid Open	4/3/2023	1
Award	4/17/2023	1
Public Outreach		
Mailings	3/1/2023	60
Informational Meeting	3/1/2023	60
Site Visits	3/1/2023	60
Project		
Pre Con	5/1/2023	5
Construction/Inspection	5/8/2023	90
Completion	9/18/2023	1
Reimbursement	10/2/2023	7
Fianl Report	10/16/2023	7

City of Cudahy

2023 PPII Project - Reimbursable Items Cost Estimate

Item Description	Estimated Quantity	Unit	Estimated Unit Price	Estimated Total
Furnish & Install 6" Storm Sewer Lateral	6346	LF	$ 100.00	$ 634,600.00
Furnish 6" Core Connection into Exist Storm Sewer	121	EA	$ 300.00	$ 36,300.00
Furnish Connection to Existing Outlet @ House	121	EA	$ 500.00	$ 60,500.00
Remove & Replace 5" Concrete Sidewalk	4248	SF	$ 10.00	$ 42,480.00
Remove & Replace 7" Concrete Pavement	1079	SY	$ 65.00	$ 70,127.78
Furnish & Install 8" Topsoil & Sod (w/ watering)	1766	SY	$ 30.00	$ 52,986.67
Total Estimated Cost (Does not include City Staff Time)				**$ 731,400.00**

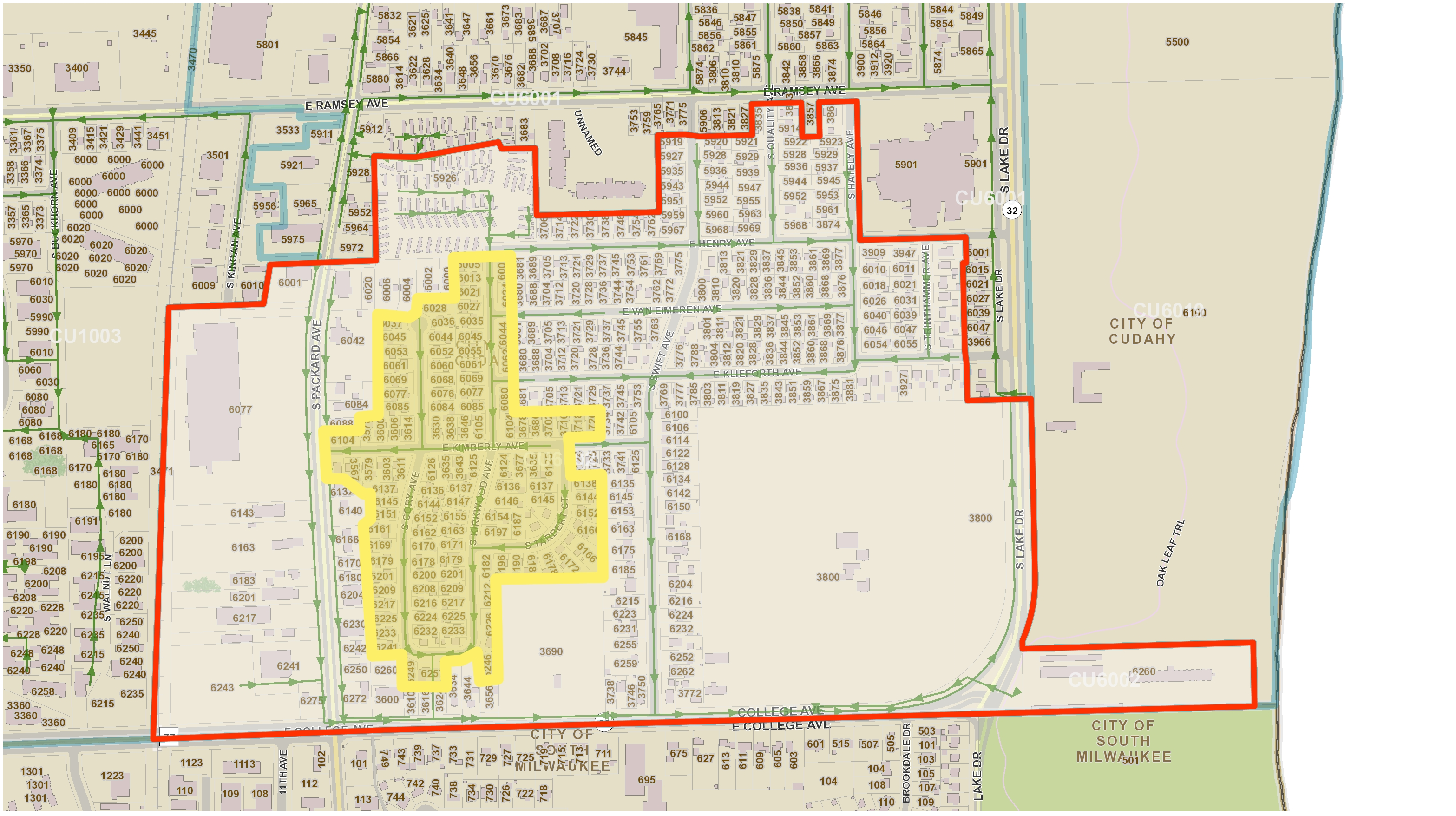
PPII Storm Lateral Funding Breakdown

PPII Reimbursable Funds	$ 428,749.00
City Federal ARPA Funds	$ 300,000.00
Additional Storm Utility Funds	$ 2,6521.00

Remaining Costs Covered by the City (Preliminary Estimate)

Furnish & Install 12" Storm Sewer	800	LF	$ 120.00	$ 96,000.00
Furnish & Install Precast Catch Basin 2'x3'	0	VF	$ 250.00	$ -
Furnish & Install 48" Storm Manhole	30	VF	$ 500.00	$ 15,000.00
Furnish & Install Castings	5	EA	$ 1,200.00	$ 6,000.00
Furnish, Place, & Maintain Inlet Protection	48	EA	$ 75.00	$ 3,600.00
Furnish, Place, & Maintain Traffic Control	1	LS	15,000	$ 15,000.00
Furnish Sawcutting	6200	LF	$ 3.00	$ 18,600.00
Furnish Concrete Pavement Replacement	1000	SY	$ 60.00	$ 60,000.00
Furnish Curb & Gutter Replacement	400	LF	$ 30.00	$ 12,000.00
Total Estimated City Cost (Does not include City Staff Time)				**$ 226,200.00**

2023 PPII Project Limits in Sanitary Basin CU6002



752 0 376 752 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website.The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via the District Municipal Portal in PDF or Word format a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via the District Municipal Portal in PDF format on a monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall

include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

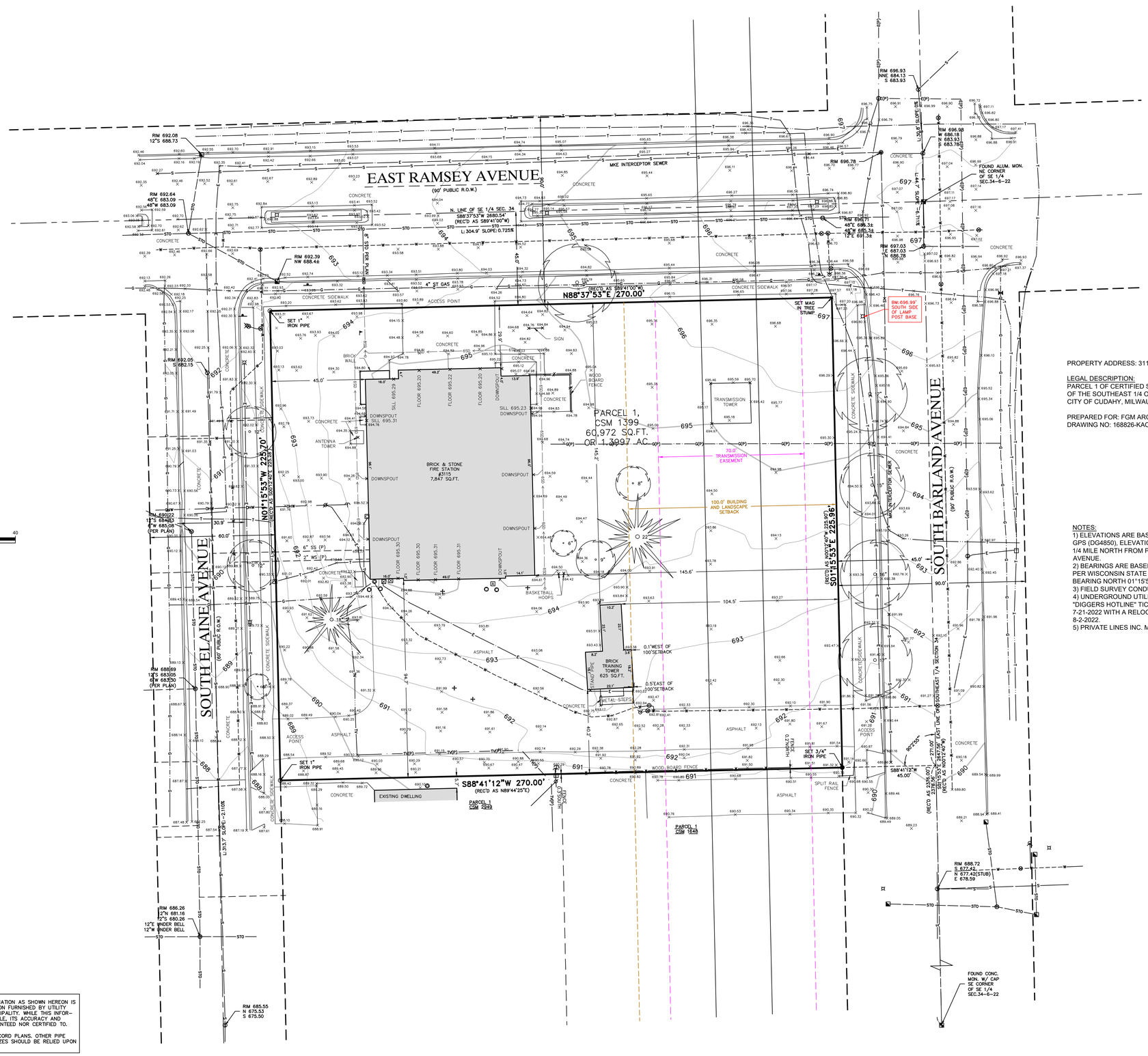
14. The Final Project Summary Report shall be submitted to the District SPM via the District Municipal Portal l in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: Project Summary Report Template (https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits and location of the storm lateral installation expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. Documents shall be provided to the District as one document via the District Municipal Portal in PDF format.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
20. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty**: All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection**: Contractor shall complete a warranty inspection via third party of the Work, via a method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District with in fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment**: The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

UPDATE 1


EAST RAMSEY AVENUE
(90' PUBLIC R.O.W.)
SOUTH ELAINE AVENUE
(60' PUBLIC R.O.W.)
SOUTH BARLAND AVENUE
(60' PUBLIC R.O.W.)
PARCEL 1,
CSM 1399
60,972 SQ.FT.
OR 1.3997 AC
BRICK & STONE
FIRE STATION
#3115
7,847 SQ.FT.
BRICK
TRAINING
TOWER
625 SQ.FT.
EXISTING DWELLING
TRANSMISSION
TOWER
ANTENNA
TOWER
MKE INTERCEPTOR SEWER
N88°37'53"E 270.00'
S88°41'12"W 270.00'
(RECD AS N89°44'25"E)
N01°15'53"W 225.70'
S01°15'53"E 225.96'
70.0' TRANSMISSION EASEMENT
100.0' BUILDING AND LANDSCAPE SETBACK
0.1'WEST OF 100'SETBACK
0.5'EAST OF 100'SETBACK
N LINE OF SE 1/4 SEC. 34
S88°37'53"W 2680.54'
(REC'D AS S89°41'00"W)
L 304.9' SLOPE: 0.725%
L 313.7' SLOPE: -2.170%
SET 1" IRON PIPE
SET MAG IN TREE STUMP
SET 3/4" IRON PIPE
FOUND ALUM. MON. NE CORNER OF SE 1/4 SEC.34-6-22
FOUND CONC. MON. W/ CAP SE CORNER OF SE 1/4 SEC.34-6-22
BM: 696.99' SOUTH SIDE OF LAMP POST BASE
PARCEL 1 CSM 2949
PARCEL 1 CSM 1648
RIM 692.08 12"S 688.73
RIM 692.64 48"E 683.09 48"W 683.09
RIM 692.39 NW 688.4±
RIM 692.05 S 682.15
RIM 690.22 12"S 684.85 12"W 685.08 (PER PLAN)
RIM 685.69 12"S 683.05 6"W 682.90 (PER PLAN)
RIM 686.26 12"N 681.16 12"S 680.26 12"E UNDER BELL 12"W UNDER BELL
RIM 685.55 N 675.53 S 675.50
RIM 696.93 INNE 684.13 S 683.93
RIM 696.98 N 686.18 N 683.93 683.78±
RIM 696.78
RIM 696.71 48"E 686.36 48"W 680.36 12"E 691.38
RIM 697.03 E 687.03 N 686.78
RIM 688.72 S 677.42 N 677.42(STUB) E 678.59
CONCRETE
ASPHALT
BRICK WALL
WOOD BOARD FENCE
SPLIT RAIL FENCE
METAL STEPS
HANDRAIL
CONCRETE SIDEWALK
ACCESS POINT
SIGN
BASKETBALL HOOPS
DOWNSPOUT
SILL 695.29
FLOOR 695.20
FLOOR 695.22
FLOOR 695.20
SILL 695.23
SILL 695.31
FLOOR 695.30
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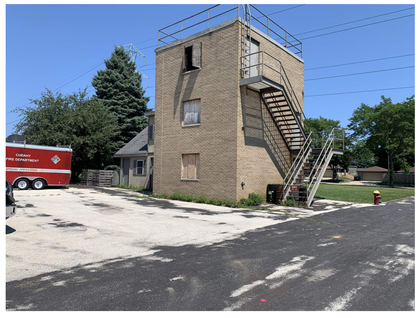

fgma

FGM Architects Inc.
219 Milwaukee St, Suite 325
Milwaukee, Wisconsin 53202

414.346.7282 OFFICE

WISCONSIN STATE CERTIFICATE
OF AUTHORIZATION WI #3101-11

CIVIL & LANDSCAPE
R. A. SMITH, INC.
221 SOUTH 2nd STREET
MILWAUKEE, WI 53204
262.781.1000 (O)
WISCONSIN STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

STRUCTURAL
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MILWAUKEE, WI 53204
262.781.1000 (O)
WISCONSIN STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

M.E.P.
W-T GROUP
2075 PRATUM AVENUE
HOFFMAN ESTATES, IL 60192
224.293.6333 (O)
XXX STATE CERTIFICATE OF AUTHORITY
NO. XXXXXXXXXX

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

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The information on this document is preliminary or incomplete, not for construction, recording purposes, or implementation.

ISSUANCE

NO	DATE	DESCRIPTION
	12.13.2022	PLAN COMMISSION

CUDAHY FIRE STATION
CITY OF CUDAHY
3115 E. RAMSEY AVE, CUDAHY, WI 53110

100% DD ISSUANCE

EXISTING SITE PHOTOS

SHEET NO.
PC 1.0

JOB NO. 22-3455.01
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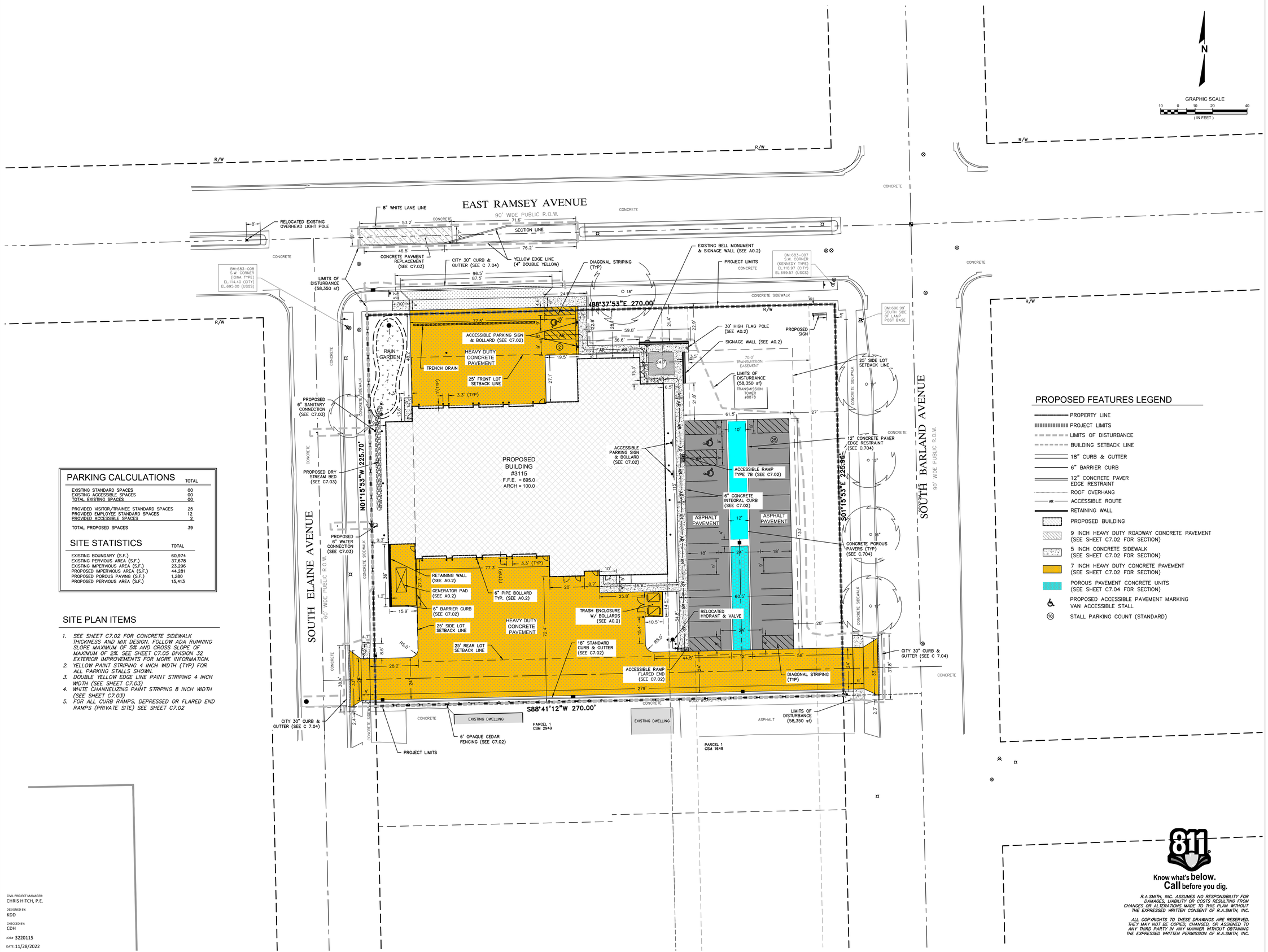

PARKING CALCULATIONS

	TOTAL
EXISTING STANDARD SPACES	00
EXISTING ACCESSIBLE SPACES	00
TOTAL EXISTING SPACES	00
PROVIDED VISITOR/TRAINEE STANDARD SPACES	25
PROVIDED EMPLOYEE STANDARD SPACES	12
PROVIDED ACCESSIBLE SPACES	2
TOTAL PROPOSED SPACES	39

SITE STATISTICS

	TOTAL
EXISTING BOUNDARY (S.F.)	60,974
EXISTING PERVIOUS AREA (S.F.)	37,678
EXISTING IMPERVIOUS AREA (S.F.)	23,296
PROPOSED IMPERVIOUS AREA (S.F.)	44,281
PROPOSED POROUS PAVING (S.F.)	1,280
PROPOSED PERVIOUS AREA (S.F.)	15,413

SITE PLAN ITEMS

1. *SEE SHEET C7.02 FOR CONCRETE SIDEWALK THICKNESS AND MIX DESIGN. FOLLOW ADA RUNNING SLOPE MAXIMUM OF 5% AND CROSS SLOPE OF MAXIMUM OF 2%. SEE SHEET C7.05 DIVISION 32 EXTERIOR IMPROVEMENTS FOR MORE INFORMATION.*
2. *YELLOW PAINT STRIPING 4 INCH WIDTH (TYP) FOR ALL PARKING STALLS SHOWN.*
3. *DOUBLE YELLOW EDGE LINE PAINT STRIPING 4 INCH WIDTH (SEE SHEET C7.03)*
4. *WHITE CHANNELIZING PAINT STRIPING 8 INCH WIDTH (SEE SHEET C7.03)*
5. *FOR ALL CURB RAMPS, DEPRESSED OR FLARED END RAMPS (PRIVATE SITE) SEE SHEET C7.02*

PROPOSED FEATURES LEGEND

- PROPERTY LINE
- PROJECT LIMITS
- LIMITS OF DISTURBANCE
- BUILDING SETBACK LINE
- 18" CURB & GUTTER
- 6" BARRIER CURB
- 12" CONCRETE PAVER EDGE RESTRAINT
- ROOF OVERHANG
- AR — ACCESSIBLE ROUTE
- RETAINING WALL
- PROPOSED BUILDING
- 9 INCH HEAVY DUTY ROADWAY CONCRETE PAVEMENT (SEE SHEET C7.02 FOR SECTION)
- 5 INCH CONCRETE SIDEWALK (SEE SHEET C7.02 FOR SECTION)
- 7 INCH HEAVY DUTY CONCRETE PAVEMENT (SEE SHEET C7.02 FOR SECTION)
- POROUS PAVEMENT CONCRETE UNITS (SEE SHEET C7.04 FOR SECTION)
- PROPOSED ACCESSIBLE PAVEMENT MARKING VAN ACCESSIBLE STALL
- (10) STALL PARKING COUNT (STANDARD)

fgma

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Milwaukee, Wisconsin 53202

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WISCONSIN STATE CERTIFICATE OF AUTHORIZATION WI #3101-11

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WISCONSIN STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

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NO	DATE	ISSUANCE DESCRIPTION
	12.13.2022	PLAN COMMISSION

CUDAHY FIRE STATION
CITY OF CUDAHY
3115 E. RAMSEY AVE, CUDAHY, WI 53110

100% DD ISSUANCE

Know what's **below.** **Call** before you dig.

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OVERALL SITE PLAN

SHEET NO.
C2.00

JOB NO. 22-3455.01

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CIVIL PROJECT MANAGER:
CHRIS HITCH, P.E.

DESIGNED BY:
KDD

CHECKED BY:
CDH

JOB# 3220115

DATE: 11/28/2022

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DIVISION 1 - GENERAL REQUIREMENTS

01 5 00 Substitution Procedures

1. Any potential plant substitutions must be submitted in writing and approved by the general contractor or owner's representative prior to installation. All plants must be installed as per sizes shown on plant material schedule, unless approved by general contractor or owner's representative. Any potential changes to sizes shown on plan and appropriate cost credits / adjustments must be submitted in writing to the landscape architect and general contractor prior to installation.

01 11 13 Work Covered by Contract Documents

1. All trees, evergreens, and shrubs to be guaranteed (100% replacement free of cost to owner) for a minimum of one (1) year from the date of substantial project completion. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Replacements shall be plants of the same variety specified on the plan and closely match adjacent specimens in size.

2. Upon substantial completion of the project, landscape contractor is responsible to conduct a final review of the project with the owner's representative and the general contractor to answer questions and insure that all specifications have been met. The landscape contractor shall provide watering and general ongoing maintenance instructions (in writing) for the new plantings and seeded/sodded areas.

012 16 Work Sequence

1. Contractor responsible for contacting public and private underground utility locating service to have site marked prior to any digging or earthwork.

2. Contractor to verify all plant quantities shown on plant list and verify with plan. Report any discrepancies immediately to general contractor. Inform landscape architect and general contractor of date(s) when planting shall commence.

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 91 00 - PLANTING PREPARATION

32 91 13 Soil Preparation

1. Areas to be seeded: remove / kill off any existing unwanted vegetation prior to seeding with a glyphosate herbicide, applied only by a state certified applicator no sooner than 2 weeks prior to seed installation. Prepare seed bed areas to a maximum depth of 1 inch. Prepare the topsoil by removing all surface stones 1" or larger. Soil's surface should be loose and free of any soil clumps exceeding 1 inch in diameter. Do not fertilize native seeding areas.

2. Erosion control measures are to be used in swales and on steep grades, where applicable.

3. Plant bed preparation: all perennial, ornamental grass, annual and groundcover areas are required to receive a blend of organic soil amendments prior to installation. Rototill the following materials, at the ratio given, into the required 18" of topsoil to a depth of approx. 8" -

   Per every 100 square feet of bed area add:

   2 cu. ft. bale of peat moss
   2 lbs. of 5-10-5 slow release fertilizer
   1/4 cu. yard of composted manure

32 91 13.16 Mulching

1. All tree and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not enviromulch). All perennial and ornamental grass planting areas to receive a 2" layer and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.

2. If straw mulch is used as a mulch covering for seeding, a tackifier may be necessary to avoid wind damage.

32 91 19 LANDSCAPE GRADING

32 91 19.13 Topsoil Placement and Grading

1. The subsequent requirements regarding topsoil should be coordinated between the general contractor, grading contractor and landscape contractor.

2. Subgrade areas shall be graded to within 1", more or less, of proposed subgrade. Deviations shall not be consistent in one direction.

3. Topsoil shall be placed to meet proposed finished grade. Planting islands with tree and planting beds with trees to be backfilled with screened topsoil (per note below) to a minimum depth of 18" by general / grading contractor to insure long term plant health. All other landscaped areas to receive a minimum depth of 3" of screened topsoil (per note below).

4. Topsoil shall be: screened existing stockpiled topsoil, screened existing in-place soil, or screened soil from an off-site source that will support plant growth, and meets the following requirements. The soil shall closely match the mechanical analysis (percentage sand, silt and clay) of the existing subsoil. Soil shall be free of rocks, coarse fragments, gravel, sticks, trash, roots, debris over 3/4" and any substances harmful to plant growth. It also must be free of plants or plant parts of any noxious weeds.

5. Planting beds and parking lot islands: Landscape contractor is responsible for ensuring that unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) has been removed from the topsoil and the fine grading of all landscaped areas. The fine grading of planting beds and parking lot islands may require additional topsoil to bring to finish grade. Crown all planting islands and planting beds not adjacent to buildings, a minimum of 6" to provide proper drainage, unless otherwise specified. All other finished landscaped areas to be smooth, uniform and provide positive drainage away from structures and pavement.

6. Seeded areas: to receive a settled minimum depth of 3" of blended, prepared and non-compacted topsoil. Landscape contractor is responsible for excavation and removal of unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) to the specified depth, supplementing with additional topsoil (if necessary) and the fine grading of all seeded areas.

32 92 00 - TURF AND GRASSES

32 92 19 Seeding

1. Seed for lawn areas - use only a premium quality seed mix. Premium blend seed mix example (or equivalent): 50% blended bluegrass, 25% creeping red fescue, 25% perennial rye applied at 5 lbs per 1,000 SF or at recommended rates from supplier. Provide seed specifications to general contractor prior to installation.

2. Erosion control measures are to be used in swales and on steep grades, where applicable.

3. Methods of installation may vary at the discretion of the landscape contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf and evenly seeded native areas.

4. An acceptable quality seed installation is defined as having:
   a. No bare spots larger than 1 square foot
   b. No more than 10% of the total area with bare spots larger than 1 square foot
   c. A uniform coverage throughout all areas

32 93 00 - PLANTS

1. All plantings shall comply with standards as described in American Standard of Nursery Stock - ANSI Z60.1 (latest version). General contractor or owner's representative reserves the right to inspect and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged.

2. The landscape contractor is responsible for the watering and maintenance of all landscape areas at time of planting, throughout construction and for a period of 60 days after the substantial completion of the installation. This includes all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, meadow grass and wildflower areas. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading. Refer to the maintenance sections and specifications for more information.

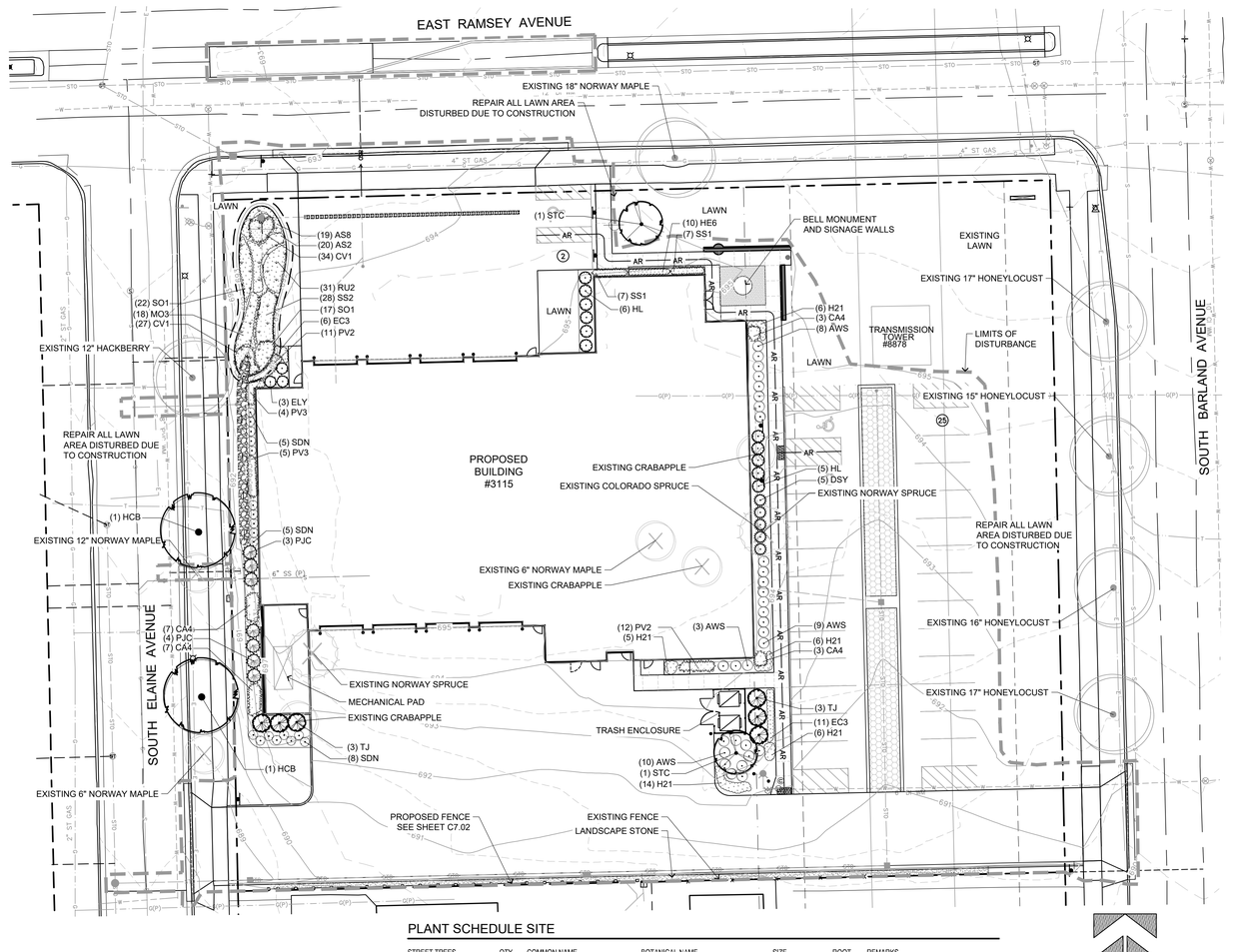
32 93 43 Trees

1. Trees shall be planted per planting details.
2. Plant all trees slightly higher than finished grade at root flare. Remove excess soil from top of root ball, if needed.
3. Scarify side walls of tree pit prior to installation.
4. Remove and discard non-biodegradable ball wrapping and support wire. Remove biodegradable burlap and wire cage (if applicable) from top one-third (1/3) of root ball. Carefully bend remaining wire down to the bottom of the hole once the tree has been placed into the hole and will no longer be moved. Biodegradable burlap and twine is preferred over non-biodegradable ball-wrapping.
5. Score the remaining two-thirds of burlap and remove twine.
6. Backfill tree planting holes with 80% existing soil removed from excavation and 20% plant starter mix blended prior to backfilling holes. Avoid any air pockets and do not tamp soil down. Discard any gravel, heavy clay or stones.
7. When hole is two-thirds full, trees shall be watered thoroughly and water left to soak in before proceeding.
8. Provide a 3" deep, 4 ft. Diameter shredded hardwood bark mulch ring around all trees. Do not build up any mulch onto trunk of any tree.
9. Trees that are installed incorrectly will be replaced at the time and expense of the landscape contractor.
10. If Trees too large for two people to lift in and out of holes shall be placed with sling. Do not rock the trees in holes to raise them.
11. Stake trees if site conditions warrant, to promote the long term establishment of the tree.

32 94 00 - PLANTING ACCESSORIES

32 94 13 Landscape Edging

1. Edge all planting beds with a 4" deep spaded edge (shovel cut or mechanical). Bedlines are to be cut crisp, as per plan. A clean definition between lawn and plant bed is required.
2. Edge gravel areas abutting lawn or plant bed with aluminum edging.



PLANT SCHEDULE SITE

STREET TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
HCB	2	Common Hackberry	Celtis occidentalis	2" CAL DBH	B&B	Full, matching heads
EVERGREEN TREES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
TJ	6	Taylor Juniper	Juniperus virginiana `Taylor`	6' HT	B&B	Semi-sheared, fully branched to ground
ORNAMENTAL TREES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
STC	2	Sugar Tyme Crab Apple	Malus x `Sugar Tyme` TM	1 1/2" CAL DBH	B&B	Full, matching heads
DECIDUOUS SHRUBS	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
SDN	18	Nikko Slender Deutzia	Deutzia gracilis `Nikko`	18" HT	CONT.	
HL	11	Little Quick Fire Hydrangea	Hydrangea paniculata `Little Quick Fire`	24" HT	CONT.	
AWS	30	Anthony Waterer Spiraea	Spiraea x bumalda `Anthony Waterer`	18" HT	CONT.	
EVERGREEN SHRUBS	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
PJC	7	Kallay Compact Pfitzer Juniper	Juniperus chinensis `Kallays Compact`	18"SPD	CONT.	
DSY	5	Dense Yew	Taxus x media `Densiformis`	18"SPD	CONT.	
ELY	3	Everlow Yew	Taxus x media `Everlow`	18" HT	B&B	
RAIN GARDEN	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
AS2	20	Swamp Milkweed	Asclepias incarnata	4 1/2"	POT	24" Spacing
AS8	19	Alma Potschke New England Aster	Aster novae-angliae `Alma Potschke`	4 1/2"	POT	18" Spacing
CV1	61	Brown Fox Sedge	Carex vulpinoidea	1 GAL	POT	12" Spacing
MO3	18	Wild Bergamot	Monarda fistulosa	4 1/2"	POT	24" Spacing
RU2	31	Showy Coneflower	Rudbeckia fulgida speciosa	4 1/2"	POT	18" Spacing
SS2	28	Little Bluestem Grass	Schizachyrium scoparium	1 GAL	POT	18" Spacing
SO1	39	Zigzag Goldenrod	Solidago flexicaulis	4 1/2"	POT	18" Spacing
ORNAMENTAL GRASSES	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
CA4	20	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora `Karl Foerster`	1 GAL	POT	24" Spacing
PV2	23	Cheyenne Sky Switch Grass	Panicum virgatum `Cheyenne Sky`	1 GAL	POT	18" Spacing
PV3	9	Heavy Metal Switch Grass	Panicum virgatum `Heavy Metal`	1 GAL	POT	30" Spacing
SS1	14	Little Bluestem Grass	Schizachyrium scoparium	1 GAL	POT	18" Spacing
PERENNIALS	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**ROOT**	**REMARKS**
EC3	17	Purple Coneflower	Echinacea purpurea	4 1/2"	POT	18" Spacing
H21	37	Stella de Oro Daylily	Hemerocallis x `Stella de Oro`	4 1/2"	POT	18" Spacing
HE6	10	Fire Alarm Coral Bells	Heuchera x `Fire Alarm`	4 1/2"	POT	15" Spacing

CITY OF CUDAHY - LANDSCAPE CALCULATIONS
Zoning code Institutional (I-1)

SECTION 44-49 LANDSCAPING
Minimum of 10% of gross lot area shall be a managed landscape plan
Gross lot area - 60,972 (per survey)

REQUIRED: 6,097 SF
PROVIDED: 16,247 SF

SECTION 44-845 PARKING REQUIREMENTS
All off-street parking areas which serve 30 vehicles or more shall be provided with landscape islands or peninsulas within the parking lot totaling not less than five percent of the surfaced area
Parking lot serves 25 spaces and 2 spaces requirement not applicable

Know what's below. Call before you dig.

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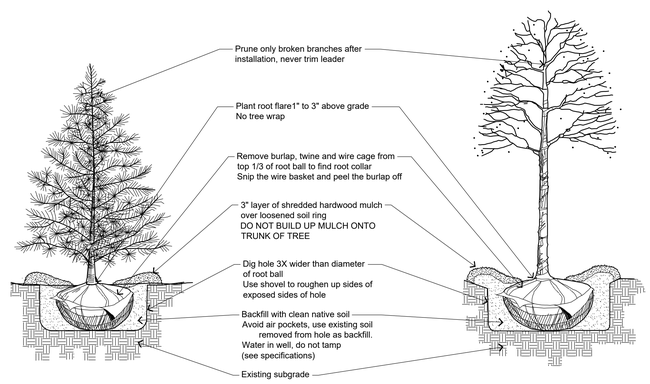
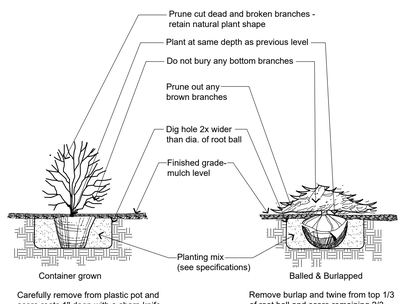


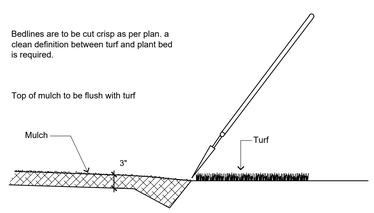
1 TREE PLANTING DETAIL
NOT TO SCALE
ras-1-3220115-07



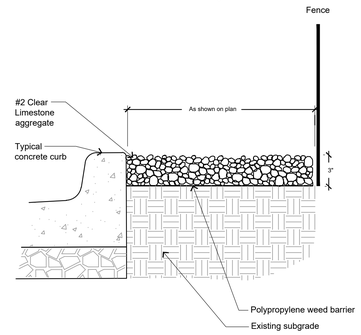
Carefully remove from plastic pot and score roots 1" deep with a sharp knife

Remove burlap and twine from top 1/3 of root ball and score remaining 2/3

2 SHRUB PLANTING DETAIL
NOT TO SCALE



3 SHRUB PLANTING DETAIL
NOT TO SCALE



Install aluminum edging where aggregate meets lawn or plant bed

4 GRAVEL MULCH DETAIL
NOT TO SCALE
ras-1-3220115-42

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262.781.1000 (O) 262.781.8466 (F)
WISCONSIN STATE CERTIFICATE OF AUTHORITY NO. 1812170

STRUCTURAL
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16745 W. BLUEMOUND ROAD
BROOKFIELD, WISCONSIN 53005
262.781-1000 (O) 262.781.8466 (F)
WI STATE CERTIFICATE OF AUTHORITY NO. 1812170

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	12.13.2022	PLAN COMMISSION

CUDAHY FIRE STATION
CITY OF CUDAHY
3115 E. RAMSEY AVE, CUDAHY, WI 53110

100% DD ISSUANCE

LANDSCAPE PLAN

SHEET NO.
LP1.00

JOB NO. 22-3455.01

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CIVIL PROJECT MANAGER: CHRIS HITCH, P.E.
DESIGNED BY: NJW
CHECKED BY: CDH
JOB# 3220115
DATE: 12/1/2022

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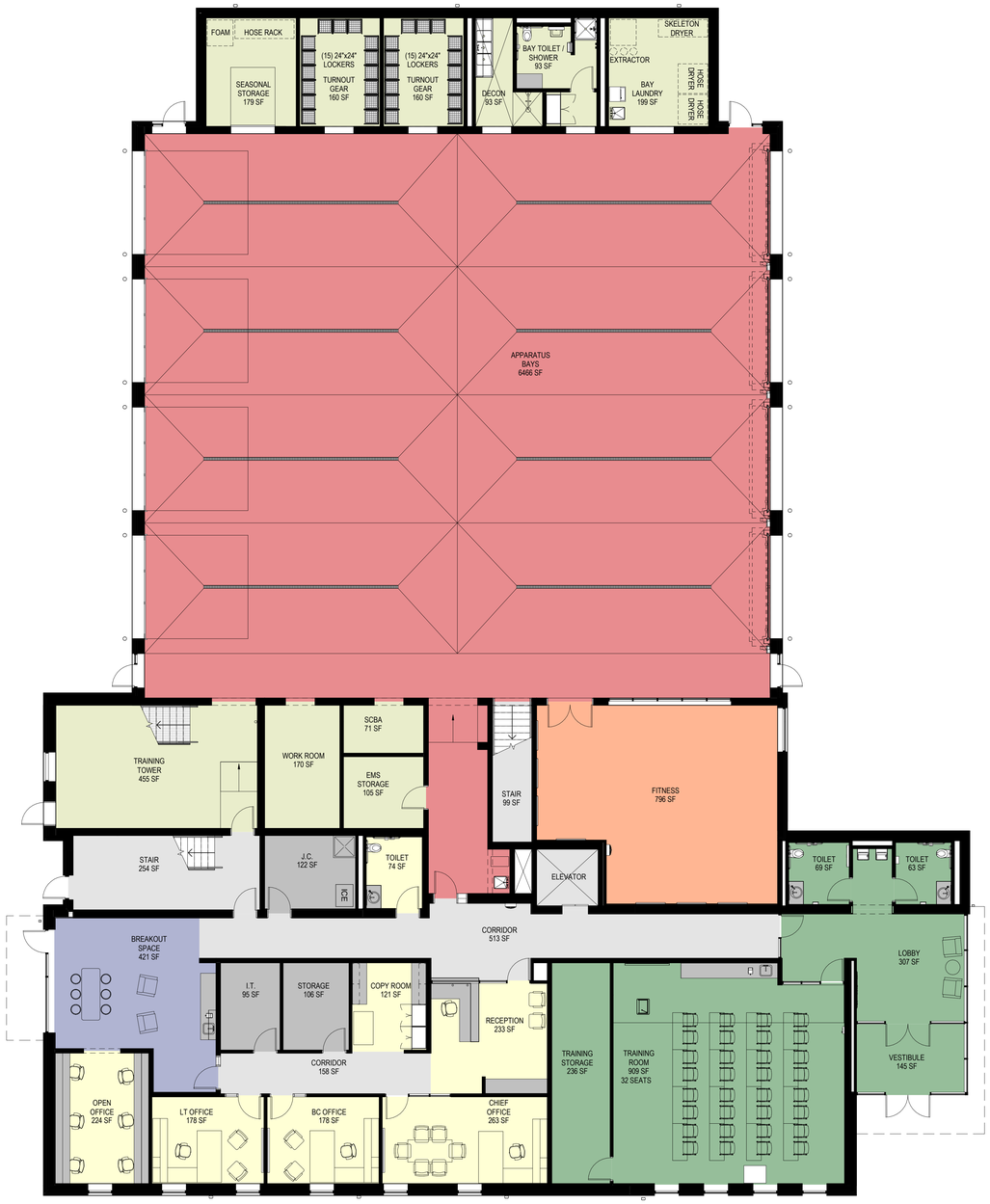
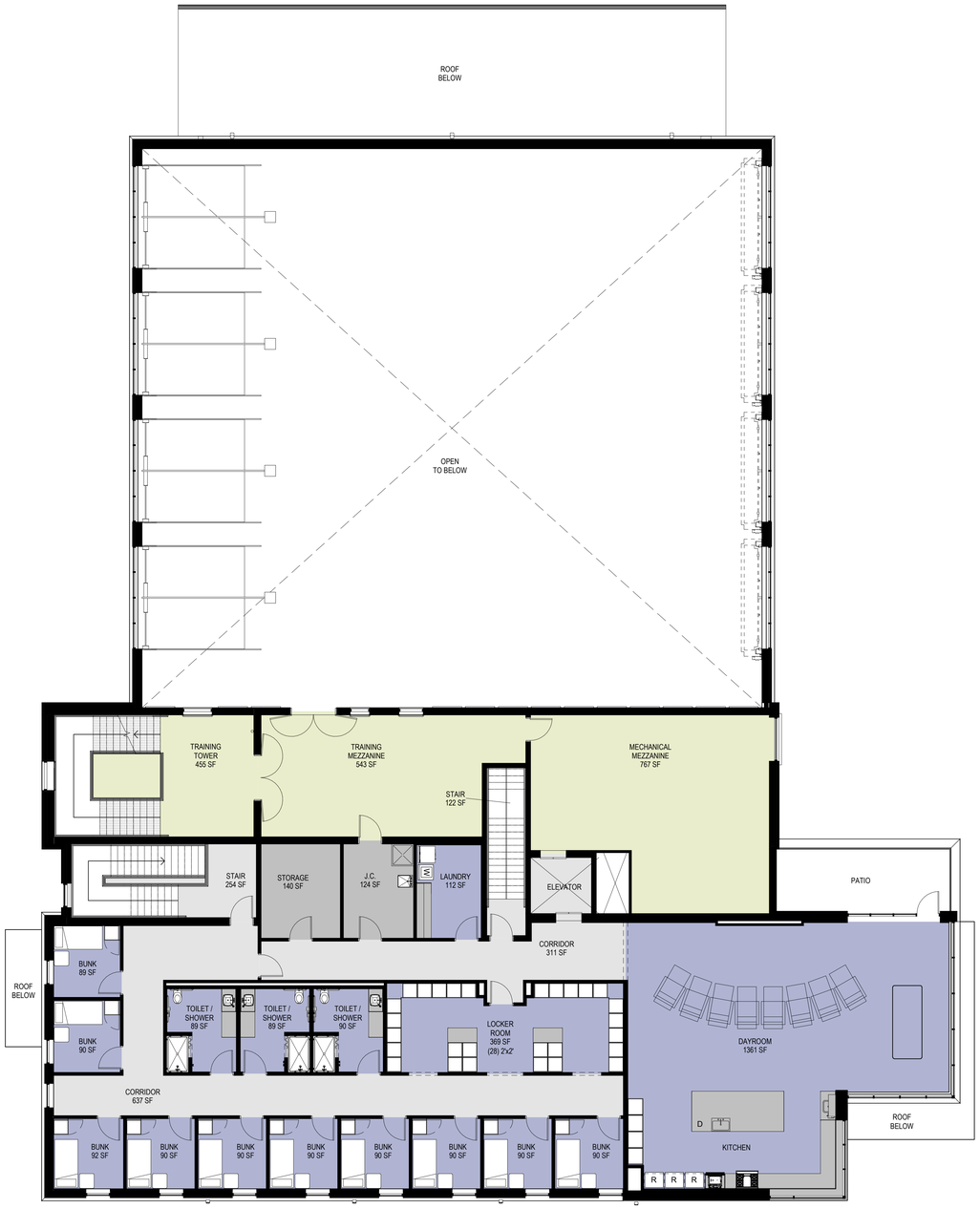


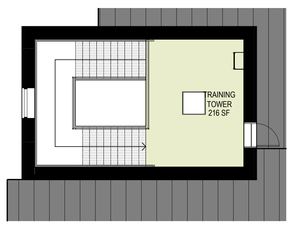
1 FIRST FLOOR PLAN

1/8" = 1'-0"



2 SECOND FLOOR PLAN

1/8" = 1'-0"



3 3RD FLOOR TRAINING TOWER

1/8" = 1'-0"

DEPARTMENT

- ADMIN
- APPARATUS BAY
- BAY SUPPORT
- CIRCULATION
- FITNESS
- PUBLIC
- RESIDENTIAL
- STORAGE

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CITY OF CUDAHY
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FLOOR PLANS

SHEET NO.
PC 2.0

JOB NO. 22-3455.01

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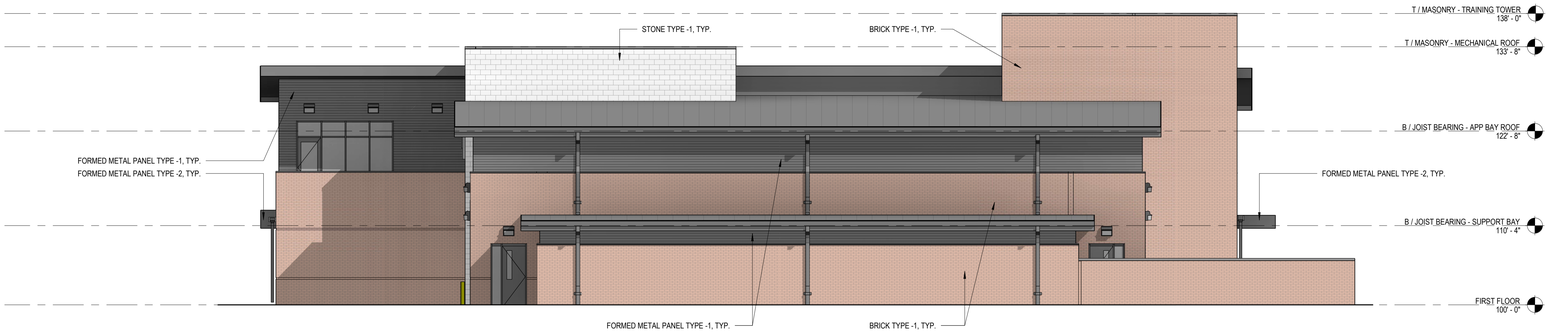
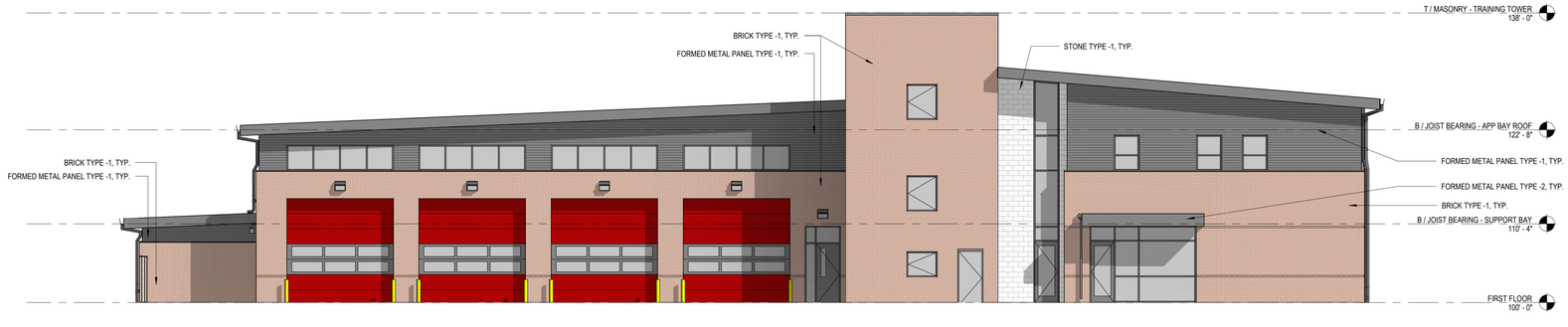
1 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



2 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"

3 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"



4 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"

BRICK TYPE - 1

FORMED METAL PANEL TYPE - 1 & 2

STONE TYPE - 1

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CITY OF CUDAHY
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EXTERIOR ELEVATIONS

SHEET NO.
PC 3.0

JOB NO. 22-3455.01

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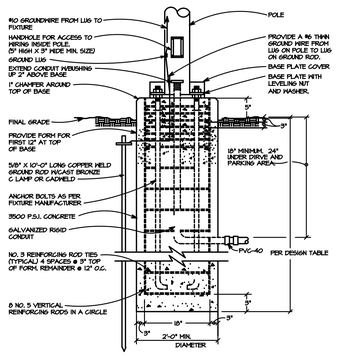


DETAIL - POLE BASE

SCALE: NONE

TYPE OF SOIL		DESIGN DEPTH OF FOUNDATION (IN FEET)
DESCRIPTIONS	STANDARDS	20'-0" POLE
1. SOFT CLAY	QU.=0.25-0.5 TSF	14.0
2. MED. STIFF CLAY	QU.=0.5-1.0 TSF	9.5
3. STIFF CLAY	QU.=1.0-2.0 TSF	7.5

SITE LIGHTING FIXTURE SCHEDULE

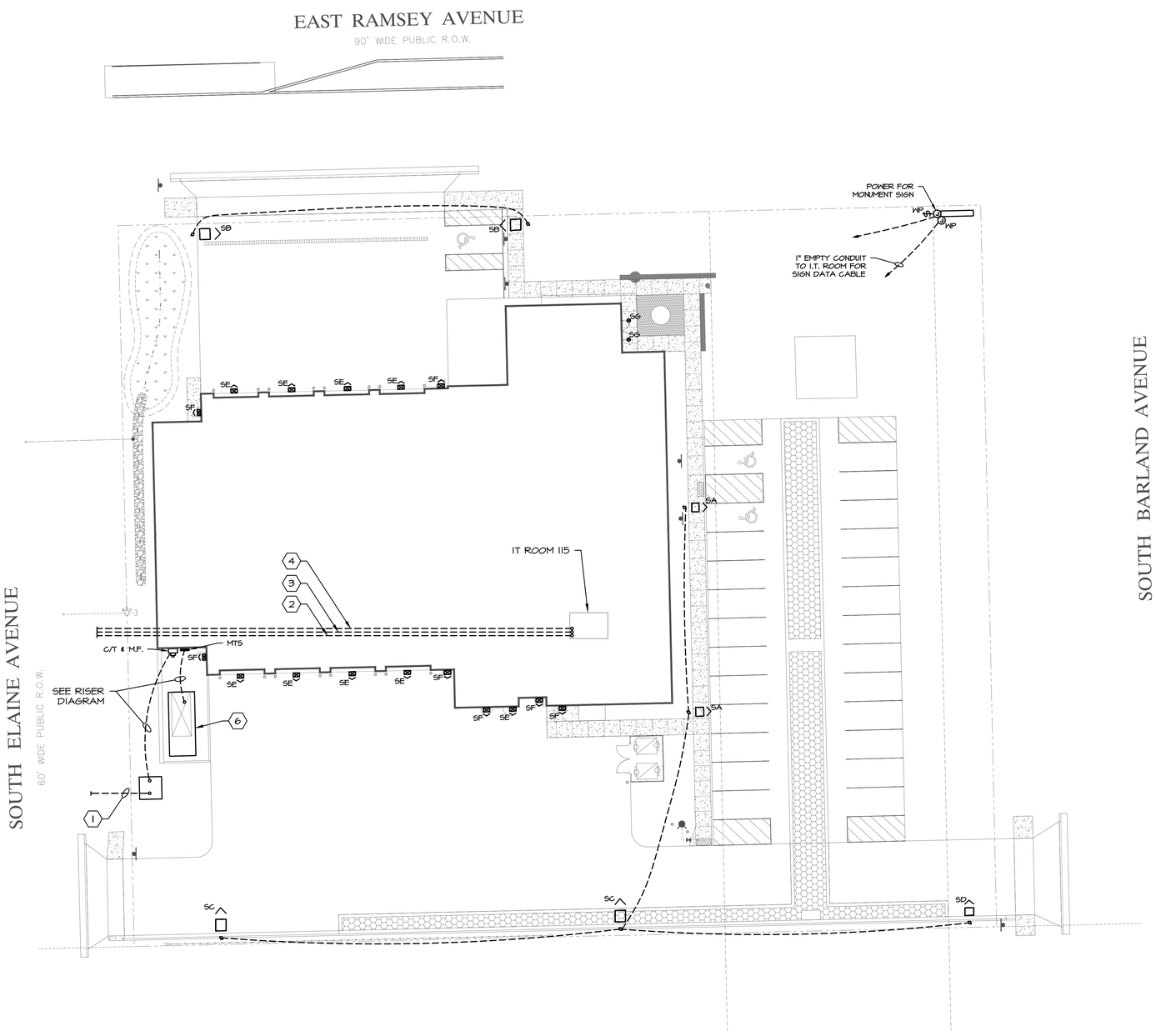
TYPE	DESCRIPTION & FEATURES	LAMPS QTY.	LAMPS TYPE	MOUNTING CLG./POLE-TYPE	VOLT	SPECIFIED MANUFACTURER AND CATALOG NUMBER
SA	SINGLE HEAD LED POLE LIGHT W/		125W LED	20'-0" POLE	208	LITHONIA #DSXI-LED-P4-40K-80CRI-TFTM-MVOLT-SPA-
	HOUSE SIDE SHIELD		11381 LUMENS 4,000K	ON BASE		E6S-DBLXD W/ #666-20-4C-DMMA6-FDLxg-DBLXD
SB	SINGLE HEAD LED POLE LIGHT		102W LED	20'-0" POLE	208	LITHONIA #DSXI-LED-P3-40K-80CRI-T2M-MVOLT-SPA-
			12483 LUMENS 4,000K	ON BASE		DBLXD W/ #666-20-4C-DMMA6-FDLxg-DBLXD
SC	SINGLE HEAD LED POLE LIGHT W/		70W LED	20'-0" POLE	208	LITHONIA #DSXI-LED-P2-40K-80CRI-T3M-MVOLT-SPA-
	HOUSE SIDE SHIELD		7002 LUMENS 4,000K	ON BASE		E6S-DBLXD W/ #666-20-4C-DMMA6-FDLxg-DBLXD
SD	SINGLE HEAD LED POLE LIGHT W/		54W LED	20'-0" POLE	208	LITHONIA #DSXI-LED-P1-40K-80CRI-T2M-MVOLT-SPA-
	HOUSE SIDE SHIELD		5693 LUMENS 4,000K	ON BASE		E6S-DBLXD W/ #666-20-4C-DMMA6-FDLxg-DBLXD
SE	LED WALL SCONCE		41W LED	WALL MOUNTED	208	LITHONIA #WDGE2-LED-P4-40K-80CRI-TFTM-MVOLT-
			4202 LUMENS 4,000K	@ 15'-6"		SRM-DBLXD
SF	LED WALL SCONCE		11W LED	WALL MOUNTED	208	LITHONIA #WDGE2-LED-P1-40K-80CRI-T2M-MVOLT-
			1264 LUMENS 4,000K	@ 8'-0"		SRM-DBLXD
SG	6" DIA. RECESSED DOWNLIGHT		20W LED	RECESSED	120	GOTHAM #EVO6-40/20-AR-LSS-MD-
			4000K			MVOLT-GZ10-TRBL
SE	FLAG POLE BEACON		LED	TOP OF POLE	120	AMERICAN BEACON 3
			3000K			(SEE NOTE #6)

NOTES:

1. PROVIDE ALL ADDITIONAL HARDWARE FOR FIXTURE MOUNTING AS REQUIRED AT NO EXTRA COST.
2. ALL WIRE WITHIN (3) THREE INCHES OF BALLASTS SHALL BE RATED A MINIMUM OF 90°C.
3. THE FIXTURE SCHEDULE DOES NOT NECESSARILY LIST ALL ACCESSORIES AND HARDWARE NECESSARY FOR THE COMPLETION OF INSTALLATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY DETERMINE AND PROVIDE CORRECT COMPONENTS, ACCESSORIES, AND HARDWARE AS REQUIRED FOR THE INSTALLATION.
4. CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL DRAWINGS FOR EXACT LIGHTING FIXTURE LOCATION.
5. THIS CONTRACTOR SHALL PROVIDE POINT-BY-POINT LIGHTING CALCULATIONS FOR ANY SUBSTITUTED LIGHTING FIXTURES. POINT-BY-POINT CALCULATIONS SHALL BE PROVIDED WITH SHOP DRAWINGS AND BE CALCULATED BY THE MANUFACTURER OF THE LIGHTING FIXTURE FOR THE AREAS BEING SERVED. CALCULATIONS AND SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW A MINIMUM OF SEVEN (7) DAYS PRIOR TO BID DATE IN ORDER TO BE CONSIDERED.
6. VERIFY EXACT FLAG POLE TYPE (INTERNAL OR EXTERNAL HALYARD) PRIOR TO ORDERING.

(#) DRAWING KEYED NOTES

1. TWO (2) 4" SCH. #40 PVC CONDUIT FOR COMED PRIMARY W/ PULL CORD., PROVIDE 90 DEGREE LONG RADIUS ELBOWS. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH COMED. TOTAL BENDS SHALL NOT EXCEED 270 DEGREES.
2. ONE (1) 4" SCH. #40 PVC CONDUIT FOR INCOMING TELEPHONE SERVICE W/ PULL CORD. PROVIDE 90 DEGREE LONG RADIUS ELBOWS. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH PROVIDER TOTAL BENDS SHALL NOT EXCEED 270 DEGREES.
3. ONE (1) 2" SCH. #40 PVC CONDUIT FOR INCOMING CABLE TV SERVICE W/ PULL CORD. PROVIDE 90 DEGREE LONG RADIUS ELBOWS. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH PROVIDER. TOTAL BENDS SHALL NOT EXCEED 270 DEGREES.
4. ONE (1) 2" SCH. #40 PVC CONDUIT FOR VILLAGE FIBER OPTIC SERVICE W/ PULL CORD. PROVIDE 90 DEGREE LONG RADIUS ELBOWS. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH VILLAGE NETWORK ENGINEER. TOTAL BENDS SHALL NOT EXCEED 270 DEGREES.
5. GENERATOR: SEE RISER DIAGRAM SHEET E5.1 FOR ADDITIONAL ELECTRICAL INSTALLATION INFORMATION.



1 SITE ELECTRICAL PLAN

1/16"=1'-0"

N

fgma
FGM Architects Inc.
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630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

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CUDAHY FIRE STATION
CITY OF CUDAHY
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SITE ELECTRICAL PLAN

SHEET NO.
E6.1

JOB NO. 22-3455.01

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Schedule

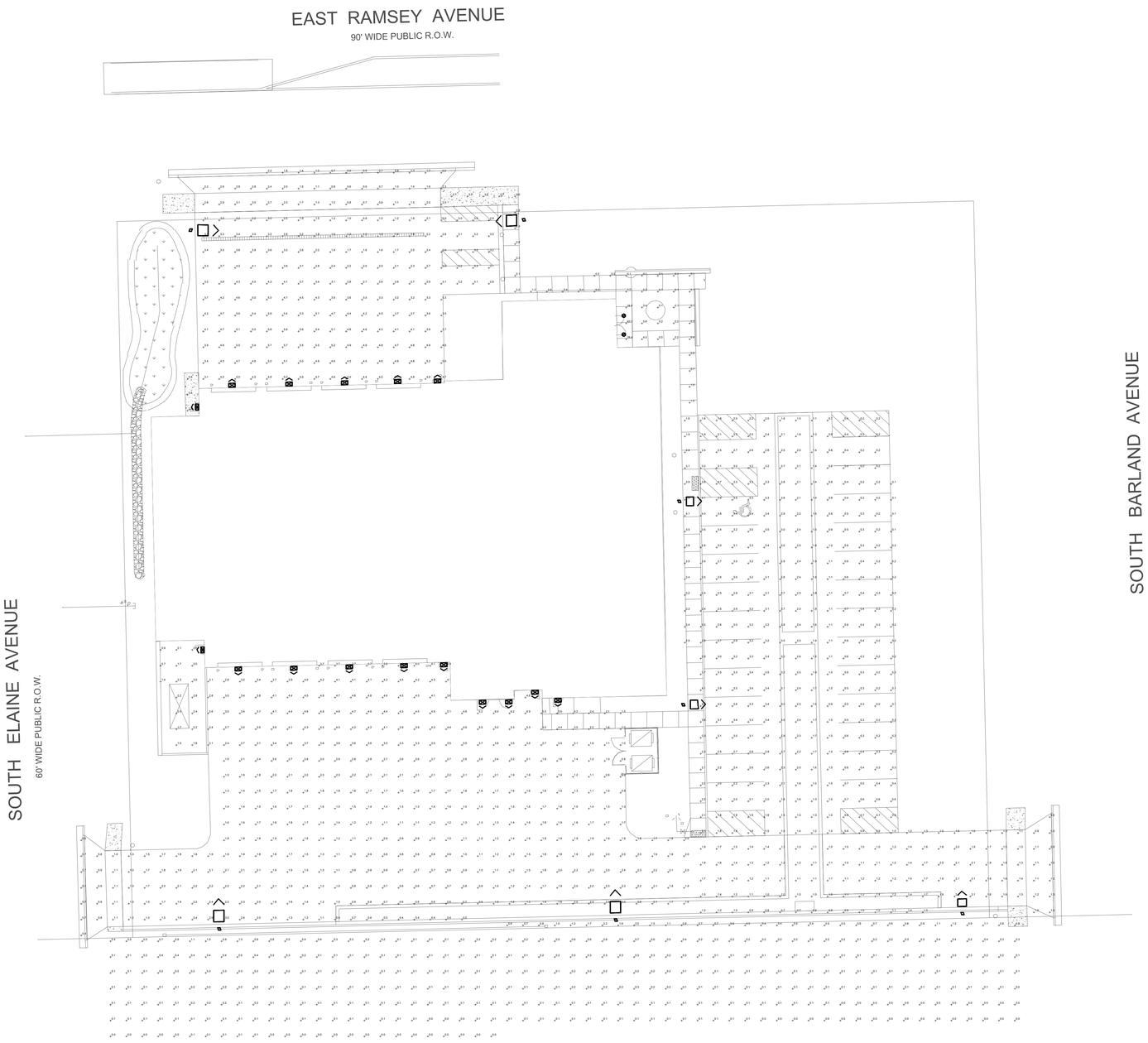
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	SA	2	Lithonia Lighting	DSX1 LED P4 40K TFTM MVOLT HS	DSX1 LED P4 40K TFTM MVOLT with houseside shield	1	11311	0.94	125
	SB	2	Lithonia Lighting	DSX1 LED P3 40K 80CRI T2M	D-Series Size 1 Area Luminaire P3 Performance Package 4000K CCT 80 CRI Type 2 Medium	1	12483	0.94	102.17
	SC	2	Lithonia Lighting	DSX1 LED P2 40K T3M MVOLT HS	DSX1 LED P2 40K T3M MVOLT with houseside shield	1	7002	0.94	70
	SD	1	Lithonia Lighting	DSX1 LED P1 40K T2M MVOLT HS	DSX1 LED P1 40K T2M MVOLT with houseside shield	1	5693	0.94	54
	SE	9	Lithonia Lighting	WDGE2 LED P4 40K 80CRI TFTM	WDGE2 LED WITH P4 - PERFORMANCE PACKAGE, 4000K, 80CRI. TYPE FORWARD THROW MEDIUM OPTIC	1	4202	0.94	46.6589
	SF	7	Lithonia Lighting	WDGE2 LED P1 40K 80CRI T2M	WDGE2 LED WITH P1 - PERFORMANCE PACKAGE, 4000K, 80CRI, TYPE 2 MEDIUM OPTIC	1	1264	0.94	11.1658
	SG	2	Gotham Architectural Lighting	EVO6 40/20 AR MD LSS	EVO 6IN ROUND, 80 CRI, 4000K, 2000LM, MED DIST, CLEAR, SEMI-SPEC	1	1991	0.94	19.7

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.7 fc	4.3 fc	0.1 fc	43.0:1	17.0:1
Calc Zone #3	+	2.2 fc	6.9 fc	0.4 fc	17.3:1	5.5:1
Calc Zone #4	+	0.2 fc	2.2 fc	0.0 fc	N/A	N/A
Calc Zone #5	+	3.2 fc	43.1 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	3.3 fc	5.8 fc	0.5 fc	11.6:1	6.6:1

Luminaire Locations

		Location						Aim		
No.	Label	X	Y	Z	MH	Orientation	Tilt	X	Y	Z
2	SA	2538689.00	348689.90	20.00	20.00	88.71	0.00	2538690.00	348689.90	0.00
1	SB	2538533.00	348839.50	20.00	20.00	90.82	0.00	2538535.00	348839.40	0.00
2	SB	2538638.00	348842.70	20.00	20.00	266.71	0.00	2538637.00	348842.70	0.00
1	SC	2538667.00	348622.10	20.00	20.00	359.22	0.00	2538667.00	348623.40	0.00
2	SC	2538542.00	348619.30	20.00	20.00	358.79	0.00	2538542.00	348620.60	0.00
1	SD	2538777.00	348624.10	20.00	20.00	358.79	0.00	2538777.00	348625.30	0.00
1	SE	2538546.00	348790.60	15.50	15.50	358.14	0.00	2538546.00	348790.60	0.00
2	SE	2538564.00	348791.00	15.50	15.50	358.14	0.00	2538564.00	348791.00	0.00
3	SE	2538582.00	348791.30	15.50	15.50	358.14	0.00	2538582.00	348791.30	0.00
4	SE	2538599.00	348791.80	15.50	15.50	358.14	0.00	2538599.00	348791.80	0.00
5	SE	2538548.00	348701.20	15.50	15.50	177.66	0.00	2538548.00	348701.20	0.00
6	SE	2538583.00	348701.80	15.50	15.50	177.66	0.00	2538583.00	348701.80	0.00
7	SE	2538601.00	348702.20	15.50	15.50	177.66	0.00	2538601.00	348702.20	0.00
8	SE	2538566.00	348701.40	15.50	15.50	177.66	0.00	2538566.00	348701.40	0.00
9	SE	2538634.00	348690.80	15.50	15.50	177.66	0.00	2538634.00	348690.80	0.00
1	SF	2538613.00	348702.50	8.00	8.00	177.96	0.00	2538613.00	348702.50	0.00
2	SF	2538625.00	348690.70	8.00	8.00	177.96	0.00	2538625.00	348690.70	0.00
3	SF	2538642.00	348693.80	8.00	8.00	177.96	0.00	2538642.00	348693.80	0.00
4	SF	2538649.00	348691.30	8.00	8.00	177.96	0.00	2538649.00	348691.30	0.00
5	SF	2538537.00	348707.20	8.00	8.00	269.52	0.00	2538537.00	348707.20	0.00
6	SF	2538535.00	348783.70	8.00	8.00	269.52	0.00	2538535.00	348783.70	0.00
7	SF	2538611.00	348791.90	8.00	8.00	357.66	0.00	2538611.00	348791.90	0.00
1	SG	2538670.00	348812.50	9.00	9.00	0.00	0.00	2538670.00	348812.50	0.00
2	SG	2538670.00	348806.60	9.00	9.00	0.00	0.00	2538670.00	348806.60	0.00
1	SA	2538687.00	348754.00	20.00	20.00	89.80	0.00	2538689.00	348754.00	0.00



1 **SITE PHOTOMETRIC PLAN**
1/16"=1'-0"

fgma
FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523
630.574.8300 OFFICE
630.574.7070 FAX
ILLINOIS PROFESSIONAL DESIGN FIRM #184-000350

CIVIL & LANDSCAPE
R. A. SMITH, INC.
221 SOUTH 2nd STREET
MILWAUKEE, WI 53204
262.781.1000 (O)
WISCONSIN STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

STRUCTURAL
R. A. SMITH, INC.
221 SOUTH 2nd STREET
MILWAUKEE, WI 53204
262.781.1000 (O)
WISCONSIN STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXXX

M.E.P.
W-T GROUP
2675 PRATUM AVENUE
HOFFMAN ESTATES, IL 60192
224.293.6333 (O)
XXX STATE CERTIFICATE OF AUTHORITY NO. XXXXXXXXX

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

Not for regulatory approval, permit or construction.

The information on this document is preliminary or incomplete, not for construction, recording purposes, or implementation.

CUDAHY FIRE STATION
CITY OF CUDAHY
3115 E. RAMSEY AVE, CUDAHY, WI 53110

100% DD ISSUANCE

SITE ELECTRICAL PHOTOMETRIC PLAN

SHEET NO.
E6.2

JOB NO. 22-3455.01

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CUDAHY FIRE STATION

3115 E. RAMSEY AVE, CUDAHY, WI 53110

Northeast Corner View

CITY OF CUDAHY
Job No. 22-3455.01

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CUDAHY FIRE STATION

3115 E. RAMSEY AVE, CUDAHY, WI 53110

North Streetview

CITY OF CUDAHY
Job No. 22-3455.01

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CUDAHY FIRE STATION

3115 E. RAMSEY AVE, CUDAHY, WI 53110

Northwest Corner View

CITY OF CUDAHY
Job No. 22-3455.01

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STATE OF WISCONSIN CITY OF CUDAHY MILWAUKEE COUNTY

ORDINANCE NO. 2511.1

AN ORDINANCE REPEALING, RECREATING AND AMENDING CERTAIN PORTIONS OF CHAPTER 28, ARTICLE II OF THE MUNICIPAL CODE CONCERNING SEX OFFENDERS

WHEREAS, the Common Council deems it a priority to act in the interest of public health, safety and welfare within the City of Cudahy, particularly in the interest of children; and

WHEREAS, according to the U.S. Department of Justice, there are a record number of convicted sex offenders living in our communities[1]; and

WHEREAS, all convicted child sex offenders have proven themselves to be dangerous[2]; and

WHEREAS, research in this area has established sex offenders are rearrested for sex crimes four times more frequently than non-sex offenders[3]; and

WHEREAS, the reduction of crime and criminal recidivism are inextricably linked to public safety within the City of Cudahy; and

WHEREAS, the risks posed by sex offenders against children, are nationally recognized in such landmark legislation as the 1994 Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act; 1996 Megan's Laws; and the 2006 Adam Walsh Child Protection and Safety Act; and these risks are also recognized by legislation in every State in the United States of America including Wisconsin; and

WHEREAS, the Common Council finds the data concerning child sex offenders is horrific and demonstrates the need for action, including the following[4]:

- "sex crimes are unfortunately fairly common in the United States."
- "It is estimated that one in every five girls and one in every seven boys are sexually abused by the time they reach adulthood."
- "Children are particularly vulnerable. Approximately 67% of all victims of reported sexual assaults are under the age of 18, and more than half of these victims are under the age of 12."

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[1] Sex Offender Management Assessment and Planning Initiative, July 2015, "This includes offenders returning to the community upon release from incarceration as well as offenders who are serving or who have been discharged from community-based sentences."

[2] Kester, 2013 WI App 50, ¶ 30.

[3] Sex Offender Management Assessment and Planning Initiative, July 2015, Langan, P., Schmitt, E., & Durose, M. (2003). Recidivism of Sex Offenders Released from Prison in 1994.

[4] Center for Sex Offender Management (CSOM) statistics. CSOM is a collaborative effort of the U.S. Department of Justice, Office of Justice Programs, the National Institute of Corrections, the State Justice Institute, and the American Probation and Parole Association, and these quoted statistics are from its "Fact Sheet: What You Need to Know about Sex Offenders".

- "Most sexual offenses are committed by someone the victim knows … or acquaintance."
- "No single factor or combination of factors can fully explain why someone offends sexually, though some factors may combine to increase people's tendency to offend. These factors are … [physiological, sociocultural, developmental] and situational/circumstantial (e.g. having easy access to victims…)."
- "About 12% to 24% of sex offenders will reoffend."; and

WHEREAS, the Common Council also finds these statistics of the U.S. Department of Justice to be shocking[5]; and

- "Approximately 1.8 million adolescents in the United States have been victims of sexual assault."
- "An estimated 60% of perpetrators of sexual abuse are known to the child but are not family members, e.g. family friends, babysitters, child care providers, neighbors."

WHEREAS, in September 2015 the State of Wisconsin Department of Corrections conducted an extensive study of sex offender recidivism between 1997 and 2010, and found that in total there were 631 instances (4.9% of all releases) of sexual re-offending, and the top two types of re-offense were second degree sexual assault of a child (103 offenses), first degree sexual assault of a child (100 offenses); and within the top 10 re-offenses also were sex with a child ages 16 or older (46 offenses) and repeated sexual assault of the same child (33 offenses); and the study concludes that of all the repeat offenses committed by sex offenders, "sex offenses that specifically reference children represent a greater portion of the whole"[6]; and

WHEREAS, data within the City of Cudahy may not provide a large enough sample size for statistical analysis, however, there is no reason to believe the outcomes would be different in the City than were demonstrated statewide by the Department of Corrections data; and

WHEREAS, the creation of the Sex Offender Review Board and amendment of the City Code by municipal ordinance is a reasonable step toward protecting children and deterring recidivism by reducing the opportunity for new offenses within our community; and

[5] U.S. Department of Justice National Incidence Studies of Missing, Abducted, Runaway and Throwaway Children Bulletin: "Sexually Assaulted Children: National Estimates and Characteristics, Finkelhor, Hammer, and Sedlak, August 2008.

[6] Joseph R. Tatar II, Ph.D. and Anthony Streveler, M.S.W., Sex Offender Recidivism After Release from Prison, Office of the Secretary, Research and Policy Unit. State of Wisconsin Department of Corrections (September 2015).

WHEREAS, the Common Council has reviewed many studies and reports concerning recidivism of sex offenders and the effectiveness of sex offender residency restrictions[7], and has been fully advised in the matter; and

WHEREAS, the literature on the subject includes some studies that support the practice of imposing sex offender residency restrictions and others that are critical of the practice; and

WHEREAS, the Common Council finds it to be significant that some of the key studies that have concluded that sex offender residency restrictions have limited effectiveness have added significant qualifications to that conclusion; e.g. in "An Evaluation of Sex Offender Residency Restrictions in Michigan and Missouri," (Huebner, et al., 2013), the authors generally do not support sex offender residency restrictions, but nevertheless find that following adoption of sex offender residency restrictions "the rate of recidivism for technical violations significantly decreased for Missouri sex offenders…" (Id. at 9) and "the number of sex offense convictions did decline…" in Missouri (Id. at 10); and

WHEREAS, the Common Council, in review of the residency restrictions of communities throughout Milwaukee County and its environs, the Common Council finds that many of such communities have an "original domicile restriction," which allows each community to take back its own while not adding an additional burden of more than its own sex offenders to its community but have created appeals processes to waive those and other restrictions including neighborhood and citizen concerns and responses, risks of recidivism, and potential property value impacts; and

[7] These include but are not limited to: Recidivism of sex offenders released from prison in 1994, U.S. Department of Justice, Office of Justice Programs, copyright November 2003; The final report of the Commission to Improve Community Safety and Sex Offender Accountability, of the State of Maine, dated January 2004; Sex Offender Recidivism Prediction, Correctional Service of Canada dated October 14, 2004; Recidivism of Sex Offenders, May 2001, Center for Sex Offender Management; Treating Sex Offenders, Wisconsin Lawyer Magazine, October 1994; The Impact of Residency Restrictions on Sex Offenders and Correctional Management Practices: A Literature Review, Marcus Nieto and Professor David Jung, California Research Bureau, California State Library, August 2006; Sex Offenders: You Are Now Free to Move About the Country, and Analysis of Doe v. Miller's Effects on Sex Offender Residential Restrictions, UMKC Law Review, Spring 2005; There Goes the Neighborhood? Estimates of the Impact of Crime Risk on Property Values from Megan's Laws, Linden and Rockoff, National Bureau of Economic Research, May 2006; The Effect of Proximity to a Registered Sex Offender's Residence on Single-Family Housing Selling Price, Goliath Appraisal Journal, July 2003; Sex Offenders, Sexually Violent Predators, Punishment, Residence Restrictions and Monitoring, California Proposition 83, Analysis by the Legislative Analyst; An Evaluation of Sex Offender Residency Restrictions in Michigan and Missouri, Huebner, et al., 2013.

WHEREAS, if the City of Cudahy would not have an original domicile restriction, the City would have open doors for non-resident sex offender residency when other communities have closed doors, inviting a substantial increase in child sex offender placements, with the related adverse impacts on the health, safety and welfare of the City and its residents such burdens including neighborhood and citizen concerns and responses, risks of recidivism, and potential property value impacts[8]; and

WHEREAS, the Common Council recognizes the merits, mentioned in some studies, of individualized consideration of the risks and benefits of residency restrictions on an offender-by- offender basis, and the City has carefully considered how it can best provide this individualized consideration, and hereby intends to create an Sex Offender Review Board with sufficient jurisdiction to consider the original domicile restrictions to ensure that the ordinance does not banish sex offenders from the City; and

WHEREAS, the Common Council recognizes that it cannot eliminate all risk of child sex offender re-offense, and it must balance all of the competing public policies, but intends by these regulations to strike the legislative balance that is appropriate for the circumstances of the City of Cudahy; and

WHEREAS, it is not the intent of this ordinance to banish sex offenders from residing within the City of Cudahy, and careful attention has been given to ensure that there are ample locations for sex offenders to reside within the City of Cudahy in compliance with the requirements of this ordinance:

NOW, THEREFORE, the Common Council of the City of Cudahy, Milwaukee County, Wisconsin DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 28 of the City of Cudahy Municipal Code entitled, "Offenses," Article II entitled "Sex Offenders," is hereby repealed and re-created as depicted in attached Exhibit A, which is incorporated herein by reference.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

The provisions of this ordinance, to the extent that they are substantively the same as those of the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances. In addition, the adoption of this ordinance shall not affect any action, prosecution or proceeding brought for the enforcement of any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance for the time that such provision

[8] [8] Property value impacts have been noted in numerous studies, including "The Effect on Proximity to a Registered Sex Offender's Residence on Single-Family House Selling Price," Larsen, J., Lowery, K., & Coleman, J. (2003), *The Appraisal Journal*, 71(3), 253-65; and "Neighborhood Tipping and Sorting Dynamics in Real Estate; Evidence from the Virginia Sex Offender Registry," Wentland, Bain, Brastow, Stoll, Waller, *Social Science Research* Network, April 2013, revised October 2020. Property values are only one such impact. Stop it Now, a non-profit organization devoted to sex offender research, offers this advice to those concerned about sex offenders moving into a neighborhood, among others: Create a family safety plan; attend notification meetings; notify the police of suspicious activity; and don't wait to take action for prevention. At a minimum, this heightened awareness and activity burdens the families and neighbors where sex offenders are placed, and collectively this burdens the City staff and resources, for every Sex Offender placement.

was in effect, and the repeal of any such provisions is stayed pending the final resolution of such actions, including appeals.

SECTION 3: 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 4: EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting and/or publication as provided by law.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this_____day of _____, 20_____.

CITY OF CUDAHY

_____
Thomas Pavlic, Mayor

Attest:

_____
Kelly Sobieski, City Clerk/Treasurer

Ordinance Sponsored by _____

ADOPTED
_____
APPROVED
_____
PUBLISHED
_____

Approved as to form: Eric Larson, City Attorney
WI. State Bar No.1023297

Exhibit A

ARTICLE II. SEX OFFENDERS

Sec. 28-39. Purpose.

This article is a regulatory measure aimed at protecting the health and safety of children in the City from the risk that convicted sex offenders may re-offend in locations close to their residences. The Common Council has closely considered this question and had made numerous findings and expression of intent within the preamble to the Ordinance which adopts this Code Section which are incorporated herein by reference. The City finds and declares that sex offenders are a serious threat to public safety. When convicted sex offenders reenter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. Given the high rate of recidivism for sex offenders, and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places in addition to the protections afforded by state law near schools, day care centers and other places children frequent. The City finds and declares that in addition to schools and state licensed child day care centers, children congregate or play at public parks.

Sec. 28-40. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means, The City of Cudahy, Wisconsin.

Domicile means an individual's fixed and permanent home where the individual intends to remain permanently and indefinitely and to which whenever absent the individual intends to return provided, however, that no individual may have more than one domicile at any time. Domicile does not include a residence for any temporary purpose.

Loiter free zones means the 500-foot radius surrounding all restricted places.

Loitering means, whether in a group, crowd, or as an individual, to stand idly about, loaf, prowl, congregate, wander, stand, linger aimlessly, proceed slowly or with many stops, to delay or dawdle.

Offender means, any person who is required to register under § 301.45, Wis. Stats., for any sexual offenses against a child or any person who is required to register under § 301.45, Wis. Stats., and who is subject to the Special Bulletin Notifications process set forth in § 301.46(2) and (2m), Wis. Stats. Offender also means any person subject to the sex crimes commitment provisions of §975.06, Wis. Stats.; and any person found not guilty by reason of disease or mental defect placed on lifetime supervision under §971.17(1j), Wis. Stats.

Permanent Residence means, the place where an Offender abides, lodges or resides for 14 or more consecutive days.

Temporary Residence means:

(1) The place where the Offender abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the Offender's permanent residence; or

(2) The place where the Offender routinely abides, lodges, or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not the Offender's permanent residence.

Sec. 28-41. Residency restrictions.

An Offender shall not establish a permanent or temporary residence in any location on a parcel of land which, in whole or in part, is within 500 feet of real property comprising any of the following:

(1) Any facility for children (which means a public or private school, a group home, as defined in Wis. Stats. § 48.02(7); a residential care center for children and youth, as defined in Wis. Stats. § 48.02(15d); a shelter care facility, as defined in Wis. Stats. § 48.02(17); a foster home, as defined in Wis. Stats. § 48.02(6); a treatment foster home, as defined in Wis. Stats. § 48.02(17q); a day care center licensed under Wis. Stats. § 48.65; a day care program established under Wis. Stats. § 120.13(14); a day care provider certified under Wis. Stats. § 48.651; or a youth center, as defined in Wis. Stats. § 961.01(22)); and/or

(2) Any facility used for:

a. A public park, parkway, parkland, park facility;
b. A public swimming pool;
c. A public library;
d. A recreational trail;
e. A public playground;
f. A school for children;
g. Athletic fields used by children;
h. A movie theatre;
i. A state-licensed day care center;
j. Any specialized school for children, including, but not limited to a gymnastics academy, dance academy or music school;
k. A public or private golf course or range; and
l. Aquatic facilities open to the public;

The Distance shall be measured in a from the closest boundary line of the real property supporting the residence of an Offender to the closest real property boundary line of the applicable use(s) enumerated in Subsections (1) and (2), above. A map depicting the above-enumerated uses and the resulting residency restriction distances, as amended from time to time, is on file in the office of the City Clerk for public inspection.

Sec. 28-42. Residency restriction exceptions.

An Offender residing within 500 feet of the real property comprising any of the uses enumerated in section 28-41, does not commit a violation of this section if any of the following apply:

(1) The Offender is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution or facility located within such area.

(2) The Offender established a permanent or temporary residence and reported and registered the residence pursuant to Chapter 301.45 of the Wisconsin Statutes before the initial effective date of the relevant provision of this article.

(3) The facility described in section 28-41 was opened after the Offender established the permanent or temporary residence and the Offender reported and registered the residence pursuant to Chapter 301.45 of the Wisconsin Statutes.

(4) The Offender is a minor or ward under guardianship and is not required to register under Chapters 301.45 or 301.46 of the Wisconsin Statutes.

(5) The residence is also the primary residence of the Offender's parents, grandparents, siblings, spouse or children, provided that such parent, grandparent, sibling, spouse or child established the residence at least one year before the Offender established residence at that location, subject to the following. The Offender is prohibited from residing in such location if a victim of an offense giving rise to the Offender's designation also resides in the residence and is a minor, unless the Offender is on probation or parole and residing with the victim is approved in writing by the probation or parole officer; and if not on probation or parole, such location is prohibited unless approved in writing by the Chief of Police, based upon a finding that the circumstances of the offense, the Offender, the victim, and all relevant information in the matter substantially eliminates the risk of re-offense against the victim.

(6) An exemption is granted per section 28-50.

Sec. 28-43. Original domicile restriction.

In addition to and notwithstanding the foregoing, but subject to section 28-42, no Offender shall be permitted to reside in the City, unless such Offender was domiciled in the City at the time of the offense resulting in the Offender's most recent conviction for committing the offense that resulted in their classification as an Offender as defined in section 28-40. The original domicile restriction shall only apply to Offenders whose applicable crimes or offenses were committed after December 6, 2007 when an original domicile restriction was first enacted.

A petition for exemption may be granted to this restriction per section 28-50.

Sec. 28-44. Child safety zones.

No Offender shall enter or be present upon any real property upon which there exists any facility used for or which supports a use of:

(1) A public park, parkway, parkland, park facility;
(2) A public swimming pool;
(3) A public library;
(4) A recreational trail;
(5) A public playground;
(6) A school for children;

(7) Athletic fields used by children;
(8) A movie theatre;
(9) A state-licensed day care center;
(10) Any specialized school for children, including, but not limited to a gymnastics academy, dance academy or music school;
(11) A public or private golf course or range;
(12) Aquatic facilities open to the public; and
(13) Any facility for children (which means a public or private school, a group home. as defined in Wis. Stats. § 48.02(7); a residential care center for children and youth, as defined in Wis. Stats. § 48.02(15d); a shelter care facility, as defined in Wis. Stats. § 48.02(17); a foster home, as defined in Wis. Stats. § 48.02(6); a treatment foster home, as defined in Wis. Stats. § 48.02(17q); a day care center licensed under Wis. Stats. § 48.65; a day care program established under Wis. Stats. § 120.13(14); a day care provider certified under Wis. Stats. § 48.651; or a youth center as defined in Wis. Stats. § 961.01(22).

Sec. 28-45. Child safety zone exceptions.

An Offender does not commit a violation of section 28-44 and the enumerated uses may allow such Offender on the property supporting such use if any of the following apply:

(1) The property supporting an enumerated use under section 28-44 also supports a church, synagogue, mosque, temple or other house of religious worship (collectively "church"), subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of worship or other religious program/service as posted to the public; and

b. Written advance notice is made from the Offender to an individual in charge of the church and approval from an individual in charge of the church as designated by the church is made in return, of the attendance by the Offender; and

c. The Offender shall not participate in any religious education programs which include individuals under the age of 18.

(2) The property supporting an enumerated use under section 28-44 also supports a use lawfully attended by an Offender’s natural or adopted children, which child's use reasonably requires the attendance of the Offender as the child's parent upon the property, subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of activity related to the use as posted to the public; and

b. Written advance notice is made from the Offender to an individual in charge of the use upon the property and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the Offender.

(3) The property supporting an enumerated use under section 28-44 also supports a polling location in a local, state or federal election, subject to the following conditions:

a. The Offender is eligible to vote;

b. The designated polling place for the Offender is an enumerated use; and

c. The Offender enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate; and the Offender vacates the property immediately after voting.

(4) The property supporting an enumerated use under section 28-44 also supports an elementary or secondary school lawfully attended by an Offender as a student under which circumstances the Offender who is a student may enter upon that property supporting the school at which the Offender is enrolled, as is reasonably required for the educational purposes of the school.

(5) The property also supports a court, government office or room for public governmental meetings, subject to all of the following conditions:

a. The Offender is on the property only to transact business at the government office or to attend an official meeting of a governmental body; and

b. The Offender leaves the property immediately upon completion of the business or meeting.

Sec. 28-46. (Intentionally Left Blank)

Sec. 28-47. Holiday prohibition.

It is unlawful for any designated Offender to participate in a holiday event involving children under 16 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas or wearing an Easter Bunny costume on or preceding Easter. Holiday events in which the designated Offender is the parent or guardian of the children involved, and no nonfamilial children are present, are exempt from this section.

Sec. 28-48. Violations.

If an Offender violates any provision of this section listed above, without any exception as also set forth above, the city attorney, upon referral from the chief of police and the written determination by the chief of police that upon all of the facts and circumstances and the purpose of this section, such residence occupancy presents an activity or use of property that interferes substantially with the comfortable enjoyment of life, health, safety of another or others, shall bring an action in the name of the City in the circuit court for the county to permanently enjoin such residence as a public nuisance. If an Offender violates any provision of this section, in addition to the aforesaid injunctive relief, such Offender shall be subject to the general penalty provisions set forth under section 1-15. Each day a violation continues shall constitute a separate offense.

Sec. 28-49. Property owners prohibited from renting real property to Offenders.

(1) It is unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any Offender prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this article, if such place, structure or part thereof, manufactured home, trailer, or other

conveyance, is located within 500 feet of any facility as described in section 28-41 above.

(2) Notice to Chief of Police. An Offender and any property owner who leases or rents any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any Offender, must each notify the City Police Chief in writing a minimum of 28 days prior to establishing either a permanent residence or temporary residence within the City. In addition, any property owner who has leased or rented any place, structure, mobile home, trailer or any part thereof as a permanent residence or temporary residence by any Offender, at any time during a calendar year, shall report in writing to the City Police Chief as to the status of the leasing or renting by the Offender, including, without limitation, the names of all Offenders who lease or rent any portion of such place, structure, mobile home, trailer or any part thereof as of December 1 of such calendar year, the remaining lease term under the current lease for each Offender, and, if an Offender no longer leases or rents such place, structure, mobile home, trailer or any part thereof, the date said designated offender no longer leased or rented such place. All such information shall be provided in writing to the City Police Chief on or before December 31 of each calendar year.

(3) Notice to property owner. An Offender shall tell any property owner from whom the Offender intends to lease or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, that the Offender is an Offender as defined in section 28-40, prior to entering into any lease or rental arrangement.

Sec. 28-50. Petition for Exemption; Sex Offender Residency Board.

(1) An Offender may seek an exemption from this article by petitioning to the Sex Offender Residency Board ("Residence Board").

(2) The Residence Board shall consist of five citizens residing in the City, one from each Aldermanic District if possible. Members shall be selected by the Common Council. Members shall serve for a term of five (5) years and shall serve no more than two (2) full consecutive terms. The terms for the initial members of the Residence Board shall be staggered with one member serving one (1) year, a second serving two (2) years, a third serving three (3) years, a fourth serving four (4) years and the fifth serving five (5) years.

(3) The Residence Board shall approve an official petition form. The Offender seeking an exemption must complete the petition and submit it to the City Clerk who shall forward it to the Residence Board. The Residence Board shall hold a hearing on each petition, during which the Residence Board may review any pertinent information and accept oral or written statements from any person. The Residence Board shall base its decision on factors related to the City's interest in promoting, protecting, and improving the health, safety and welfare of the community. Applicable factors for the Residence Board's consideration shall include, but are not limited to:

a. Nature of the offense that resulted in Offender status.
b. Date of the offense.
c. Age at the time of the offense.

d. Recommendation of probation or parole officer.
e. Recommendation of Police Department.
f. Recommendation of any treating practitioner.
g. Counseling, treatment and rehabilitation status of the Offender.
h. Remorse of the Offender.
i. Duration of time since the Offender's incarceration.
j. Support network of Offender.
k. Relationship of Offender and victim(s).
l. Presence or use of force in offense(s).
m. Adherence to terms of probation or parole.
n. Proposals for safety assurances of the Offender.
o. Conditions to be placed on any exception from the requirements of this article.

(4) The Residence Board shall decide by majority vote whether to grant or deny an exemption. An exemption may be unconditional or conditions may be imposed, such as limiting the exemption to a certain address or time. The Residence Board's decision shall be final for purposes of appeal. A written copy of the decision shall be provided to the Offender.

Sec. 28-51. Exception of placements under Chapter 980 of Wisconsin Statutes.

To the extent required by Section 980.135 of the Wisconsin Statutes, and notwithstanding the foregoing provisions of this article, the City of Cudahy hereby exempts and may not enforce any portion thereof that restricts or prohibits an Offender from residing at a certain location or that restricts or prohibits a person from providing housing to an Offender against an individual who is released under Wisconsin Statutes Section 980.08, or against a person who provides housing to such individual, so long as the individual is subject to supervised release under Chapter 980 of the Wisconsin Statutes, the individual is residing where he or she is ordered to reside under Section 980.08 of the Wisconsin Statutes, and the individual is in compliance with all court orders issued under Chapter 980 of the Wisconsin Statutes.

Sec. 28-52. Severability.

Should any section, paragraph, sentence, clause or phrase of this article be declared unconstitutional or invalid for any reason or be repealed, it shall not affect the validity of this article as a whole, or any part thereof, other than the part so declared to be invalid or repealed.

Secs. 28-53—28-75. Reserved.

STATE OF WISCONSIN CITY OF CUDAHY MILWAUKEE COUNTY

ORDINANCE NO. 2526

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 42 WEIGHTS AND MEASURES OF THE CITY OF CUDAHY CODE OF ORDINACES

WHEREAS, the City of Cudahy inspects weights and measures devices which are devices employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for sale, hire or award, or in computing any basic charge or payment for services rendered on the basis of weight or measure; and

WHEREAS, the City authority to regulate and inspect weights and measures devices is found within Wisconsin Statutes and Wisconsin Administrative Code; and

WHEREAS, the City charges a fee to offset the costs associated with the inspection of weights and measures devices; and

WHEREAS, the City is requires the re-inspection of any weights and measures devices that are found not to be in regulatory compliance during the initial inspection; and

WHEREAS, the City has found that more than one re-inspection of weights and measure devices incurs additional costs beyond the original inspection fee, and that an additional fee to offset the costs to complete additional re-inspections is necessary;

NOW, THEREFORE, the Common Council of City of Cudahy, Milwaukee County, Wisconsin, does hereby ordain as follows:

SECTION 1: Chapter 42 of the City of Cudahy City Code entitled "Weights and Measures" Article I entitled "General," Sec. 42-1 entitled "Definitions " is hereby recreated as follows:

Sec. 42-1 Definitions

Department means the City of Cudahy health department.

Reinspection fee means a fee for the second and subsequent inspections needed to address compliance issues with the statutes, administrative codes and city ordinance.

SECTION 2: Chapter 42 of the City of Cudahy City Code entitled "Weights and Measures" Article IV entitled "Inspections, Sales, Contracts, Etc," Sec. 42-91 entitled "Inspection and reinspection" is hereby recreated as follows:

(c) Whenever an order or directive is issued by the city sealer which requires a reinspection to determine compliance, one reinspection shall be made without charge and documented by the department following the time period given in the order or directive.

(d) If, upon the first reinspection, the order or directivities is found not to have been complied with and additional reinspections are required, a fee shall be assessed the responsible party for each additional reinspections to compensate for the costs of such reinspections. Payment is due on written demand from the department

SECTION 3: 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 portion thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinance whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE

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

PASSED AND ADOPTED by the Common Council of the City of Cudahy, Milwaukee County, Wisconsin, this _____ day of _____, 2022.

CITY OF CUDAHY

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED _____
APPROVED _____
PUBLISHED _____

ORDINANCE NO. 2376.10
AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE FIRE CHIEF IN THE CITY OF CUDAHY FIRE DEPARTMENT FOR 2023

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Fire Chief ("employee" or "Chief") in the City of Cudahy Fire Department, commencing January 1, 2023.

SALARY – FIRE CHIEF

The salary for the full-time appointed Chief shall commence 01/01/23.

GRADE	POSITION TITLE	MINIMUM	MAXIMUM	ACTUAL	ANNUAL
T	FIRE CHIEF	$45.60	$58.62	$54.89	$114,174.74

RESIDENCY

See Employee Manual.

BENEFITS

1. **UNIFORM ALLOWANCE**
   The uniform allowance shall be $600.00 per year. The uniform allowance shall be paid one-half on the first pay period in June and one-half on the first pay period in December each year.

2. **USE OF CITY-OWNED VEHICLE FOR OFFICIAL BUSINESS**
   Once the employee maintains residency in the established area, the employee shall have the use of a city-owned vehicle to take home on a daily basis provided that the city-owned vehicle is not used for personal use. Personal use is any mileage not qualifying as Official Business Mileage. Official Business Mileage covers only those miles traveled in the performance of assigned duties.

   A city-owned vehicle may not be used for personal vacation trips unless such trip is incidental to city business. Prior to use of city-owned vehicle outside the state, or further than 350 miles from the City of Cudahy within the state, a request must be submitted in writing to and approved by the Mayor. A mileage allowance for use of a personal vehicle will not be provided to any city personnel when a city-owned and maintained vehicle is at the disposal of such personnel.

   The Chief shall reimburse the city on a monthly bases for travel from the Chief's personal residence to the city limits at a mileage rate set by the State of Wisconsin.

3. **LIFE INSURANCE**:
   See employee manual (same language)

4. MEDICAL AND HOSPITALIZATION INSURANCE

A. Such hospital and surgical insurance shall be provided to the employee on the 1st of the month following hire.

Effective January 1, 2015, the City shall pay eighty-eight percent (88%) of the premium of the lowest cost plan offered to the employee. Employee shall pay premium costs in excess of the eighty-eight (88%) of the lowest cost plan.

B. It shall be the employee's responsibility to notify the City of any change in family status for health, dental and vision insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement. Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

C. Retiree Health Insurance*:* Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 10 years of continuous service in the City of Cudahy and not less than age 53. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees. The City shall continue to pay 100% of qualifying plan for those full-time employees hired into the Cudahy Fire Department before January 1, 2005. Effective for employees hired on or after January 1, 2005, the City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area for the eligible retiree or the rate paid at the time of retirement for the Chief, whichever is less.

The City will continue to pay these premiums for retired employees up to the age of Medicare.

The retired employees shall notify the City immediately upon commencing employment which renders the retired employee eligible for hospital and surgical care.

If the retired employee secures employment with another employer and is eligible for health insurance coverage while gainfully employed, he/she shall not be eligible for coverage under the City's group health insurance program.

D. Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the qualified group plan and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

5. DENTAL INSURANCE

See employee manual

6. VISION INSURANCE

See Employee Manual

7. WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION

Beginning January 1, 2016, employee shall pay the full required employee contribution.

8. HOLIDAYS

The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the Employee receiving the benefit of such holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final paycheck that value of such holiday or holidays received. The Employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

9. SICK LEAVE: The above employees contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment, shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment. The above employees shall accumulate 4 hours of sick leave per month effective **April 7, 2013**. Sick leave may accumulate to a maximum of 360 hours. Paid sick days shall be deducted from a total sick leave accumulation.

Recruit Employees: Eligibility for sick leave begins after successful completion of the performance period of 6 months employment with the City, but accumulation is retroactive to the date of employment. Recruit employees are paid sick pay based upon rate of pay as of their date of sickness or disability for such days with the maximum reimbursement of 8 hours per month, within thirty (30) days following successful completion of the performance period. New employees continue to earn 8 hours per month during their first 4 years of service. After the 4th year, the sick leave earned is to be 4 hours per month.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them on the second pay period in January of the subsequent year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them on the second pay period in January of the subsequent year.

10. VACATION

The employee shall receive an earned vacation leave with pay as follows:

A. Twenty (20) days vacation in 2009.
B. Twenty-five (25) days vacation after seven (7) complete years of service.

Vacation days must be used no later than the end of the year following that in which they were earned.

While the total year's accrued vacation will be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the last anniversary the employee was hired by the City of Cudahy with no break in continuous employment. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall

be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

11. LONGEVITY

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

12. FUNERAL LEAVE

See employee manual

13. JURY DUTY:

See employee manual

14. EDUCATION INCENTIVE

The City agrees to reimburse the Chief for tuition and books for Fire courses and other related courses approved in advance by the Mayor. Reimbursement shall be made only where payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point of 2.0 or above (Grade of "C" or better) has been presented to the Mayor. The Fire Chief shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Mayor. When the Fire Chief has completed course work requiring the use of a given text for which the City has reimbursed him, the book(s) shall be returned to the Department for use by other Department Members. If the Fire Chief were to leave the Cudahy Fire Department for any reason, he/she is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course – 100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

15. SEVERANCE PAY

If any the above employees shall retire or voluntarily resign as provided herein or die while in the employment of the City, he shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Earned from anniversary date or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the above employee would have been entitled at resignation, retirement or death. For the purpose of this paragraph, a day shall be computed

as an eight hour day. A minimum notice must be given to the City in the event an employee voluntarily resigns (30 days notice) or retires (90 days notice) or vacation pay shall be forfeited.

B. Sick Leave: Accumulated sick leave not to exceed 360 hours shall be given to the above employee in cash upon retirement or death. For the purpose of this paragraph a day shall be computed as an eight-hour day. The above employee will be required to give the City ninety days (90) notice prior to his retirement for the purpose of receiving this benefit.

C. Termination of Benefits: The above employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City.

D. If timely notice is not provided as required herein, the paid benefits set forth herein will be forfeited.

E. Any above employee who terminates for reasons other than retirement or death shall receive his earned vacation in accordance with the foregoing provisions. Any above employee terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave.

F. The above employee shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.

G. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.

H. Holidays: Accrued but unused holidays at the time of severance shall be paid.

I. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.

J. The Chief shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.

K. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part, or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after December 31, 2021.

Introduced at a meeting of the Common Council of the City of Cudahy, held this ___ day of _____, 2021.

Passed and approved this ___ day of _____ 2021.

_____
Thomas Pavlic, Mayor

Attest:

_____
Kelly Sobieski, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **ERIC LARSON**
City Attorney - Cudahy
Wis. State Bar No. 1023297

ORDINANCE NO. 2312.10
AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS FOR THE DEPARTMENT BATTALION CHIEF IN THE CITY OF CUDAHY FIRE DEPARTMENT COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1: The wages, salaries and fringe benefits of the Battalion Chief in the City of Cudahy Fire Department, commencing January 1, 2023, except where otherwise noted, shall be as follows:

FIRE DEPARTMENT
WAGES AND SALARIES – BATTALION CHIEF

Effective January 1, 2023 ($0.60 +2.5%) $8,024.56 Monthly, $96,294.77 Annually

FRINGE BENEFITS

The fringe benefits and longevity pay for the Battalion Chief in the Fire Department are as follows:

1. LONGEVITY: The City shall pay longevity pay to the Battalion Chief as follows:

A. After five (5) years of service $5.00 per month
B. After ten (10) years of service $10.00 per month
C. After fifteen (15) years of service $15.00 per month
D. After twenty (20) years of service $20.00 per month
E. After twenty-five (25) years of service $25.00 per month
F. After thirty (30) years of service $30.00 per month
G. After thirty-five (35) years of service $35.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall commence with the last payroll period in each month.

2. WORKWEEK/WORKYEAR: The normal work schedule shall be 1 day on/2 days off with flexibility. The Department operates on a 27 day work cycle. The annual work year shall consist of two thousand nine hundred twelve (2,912) hours, consisting of a fifty-six (56) hour workweek, on average. Battalion Chiefs shall be eligible for overtime pay at the rate of time and one-half for assigned hours worked over the normal work schedule. The divisor for the base hourly rate determination is 2,912 hours per year.

a. Call-In Overtime: When a Battalion Chief is "called in" to work during regularly scheduled off days or during hours when not regularly scheduled to work, he shall receive a minimum compensation of two (2) hours. This provision is restricted to

and only covers situations which were not known at least twenty-four (24) hours in advance of occurrence. Any events which are scheduled twenty-four (24) hours prior to their occurrence are specifically excluded from this provision. The Chief shall retain sole discretion to make overtime cash payments.

3. UNIFORM ALLOWANCE: The City agrees to pay the Battalion Chiefs a uniform allowance of Seven Hundred $700.00 per year. One-half of the uniform allowance shall be paid to the Battalion Chiefs on the first pay period in June and one-half on the first pay period in December each year.

4. EMT CERTIFICATION: The City shall pay each Battalion Chief $300.00 E.M.T. pay per year. One-half of EMT pay shall be paid to the employee on the first pay period of June and one-half of EMT pay shall be paid on the first pay period of December.

5. **LIFE INSURANCE**: The City agrees to pay 100% of the total cost of the City life insurance group plan for the Battalion Chiefs.

6. **MEDICAL & HOSPITAL INSURANCE**:
The City will provide a medical benefit plan for City employees and their families. Such hospital and surgical coverage shall be provided to the employee the first of the month following hire.
Effective January 1, 2015, the City shall pay 88% of the premium of the lowest cost plan offered to the employees. The employee shall pay premium costs in excess of the 88% of the lowest cost plan.

Retiree Health Insurance: Medical and hospital insurance coverage shall be available to all full-time employees who retire at or above the age of 50 and not less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees. The City shall pay 100% of City group health plan for those full-time employees hired into the Cudahy Fire Department before January 1, 2005.
The City shall pay 95% of the City group health plan or the amount paid for active employees, whichever is less, for those full-time employees hired new into the Cudahy Fire Department on or after January 1, 2005 who retire with at least 20 years of continuous service in the Cudahy Fire Department, at or above the minimum retirement age specified by the Wisconsin Retirement System, and not less than age 54.

For employees hired after December 31, 2016, who retire at age 54 with not less than 15 years of continuous service with the Cudahy Fire Department, the City will pay the same amount of premium as it does for active employees at the time of retirement.

The City will continue to pay these premiums for retired employees up to the age of Medicare, provided said employee is not employed elsewhere and eligible for hospital and surgical insurance provided by another employer. If the retired employee gains other employment and is eligible for hospital and surgical insurance provided by his/her new employer, the City will not be obligated to provide health insurance. The retired

employees shall notify the City immediately upon commencing employment which renders the retired employee ineligible for the City group health plan.

7. **DENTAL INSURANCE**:
See Employee Manual

8. **VISION INSURNACE**
See Employee Manual

9. **WISCONSIN RETIREMENT FUND**: The Battalion Chief shall be covered under the State of Wisconsin Retirement Fund in accordance with Chapter 40.02 of the Wisconsin Statutes. Beginning January 1, 2016, Battalion Chiefs shall pay the full employee required contribution. Such contributions are calculated from the Employee's gross earnings. All such payments or contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the participating Battalion Chiefs. These payments of contributions made by the City shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

10. HOLIDAYS: The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Years Day	Thanksgiving Day
Friday before Easter	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve

Any pay for unused holidays shall be four hundred dollars ($400.00) for a full holiday, and two hundred ($200.00) for each unused half-holiday. The Chief may elect to restrict the use of holiday time off based on staffing requirements.

11. SICK LEAVE: The Battalion Chiefs contracting or incurring any non-service sickness or disability, which renders such Battalion Chief unable to perform the duties of his/her employment, shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment. The Battalion Chief shall accumulate one sick day per month during the year. Should he/she be absent two workdays or more, he/she shall produce a doctor's certificate before returning to work stating that he/she is physically fit for duty. The Battalion Chief may accumulate up to a maximum of one hundred fifty (150) sick days. A sick day shall be considered a twenty-four hour day. The Battalion Chief shall not be eligible for sick leave in excess of sick days actually earned. If the Battalion Chief accumulates sick leave in excess of one hundred fifty (150) days, he/she shall accumulate those additional days in a separate sick bank. The Battalion Chief will maintain the following Incentive for Non-Use of Sick Days: Incentive to be calculated as: one (1) sick leave incentive day shall be granted after fifty

(50) accumulated sick days; one (1) additional incentive day after one hundred fifty (150) accumulated sick days; one (1) additional incentive day after two hundred twenty-five (225) accumulated sick days; one (1) additional incentive day after three hundred (300) accumulated sick days; etc. in seventy-five (75) day increments (where there is an actual limit spelled out above on sick days of one hundred fifty (150) days – this does not apply to this section – "UNLIMITED ACCUMULATION" will be counted for sick leave incentive days based on the same concept of one day earned per month of employment and subtract the number of days used to maintain a total) All incentive days shall be scheduled by September 30th, and used by December 31st. Time off is regulated by the same rules as *"Holidays".* Incentive days can only be carried over to the following year in the event of a long-term illness on a shift. An Incentive Day must be earned by January 1st of the year that it will be scheduled to be used. If the Incentive Day/s are not scheduled and taken, no compensation will be given.

12. **VACATION**: Each Battalion Chief shall receive an earned vacation leave, with pay, from anniversary date of hire as follows:

A. After one (1) year of service—six (6) work days.
B. After eight (8) years of service—nine (9) work days.
C. After fourteen (14) years of service—twelve (12) work days.
D. After twenty (20) years of service—fifteen (15) work days.

While the total year's accrued vacation may be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the anniversary date of the date the Employee was hired by the City of Cudahy based on no break in continued employment.

A Battalion Chief will have first choice of vacation weeks on his/her shift.

In the case of the death of any employee of the City, the unused vacation allowance, of such employee shall be paid to the employee's designated beneficiary. Any Battalion Chief who is laid off, retired or separated from the service of the City for any reason (but not for discharge) prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. The City may elect, for reasons of efficiency and scheduling, to allow prospective scheduling of vacation for employees in the Department on or after January 1 of each year. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

13. EMERGENCY LEAVE: Emergency leave up to one (1) work day shall be granted for use in emergencies such as death of a family member on a Duty Day, sickness of the immediate family member (spouse, children, father, mother, brother or sister) as determined by the Chief or for other valid reasons determined solely within the discretion of the Chief.

14. FUNERAL LEAVE: Funeral leave of one (1) workday shall be granted in the event of a death of a member of the immediate family (spouse, domestic partner, children, step-children, parents, step-parents, siblings, and step-siblings).

Funeral leave of **up to one** (1) workday shall be granted for funerals only of grandparents, mother-in-law, father-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. The Chief will make this determination. Funeral leave cannot be used in lieu of regularly scheduled holidays or vacation days and employees shall not be entitled to compensatory time off for any regularly scheduled day or days off for holidays, which occur during such leave.

15. EDUCATION REIMBURSEMENT: The City agrees to reimburse the Battalion Chief for tuition and books for firefighting courses and other related courses approved by the Fire Chief. Reimbursement shall be made only where payment is not made by some other governmental or public agency, and where a certificate of satisfactory completion has been presented to the Fire Chief.

a. Education Incentive Compensation: Subject to the foregoing considerations, employees successfully completing an Associate Degree in Fire Technology shall annually receive five dollars ($5.00) per credit for each earned credit. Employees must have completed five (5) full years of service with the Fire Department in order to be eligible. Maximum earned credits to be sixty-five (65).

   Subject to the foregoing considerations, employees successfully completing a Bachelors Degree shall annually receive six dollars ($6.00) per credit for each earned credit. Employees must have completed five (5) full years of service with the Fire Department in order to be eligible. Maximum earned credits to be one hundred and twenty (120).

16. JURY DUTY: In the event a Battalion Chief is summoned for Jury Duty, and his/her commitment falls on a regularly assigned duty day, the City shall release the Battalion Chief for the Jury Duty. Once the employee is finished with Jury Duty for that day, the Battalion Chief will return to work. The Battalion Chief shall be entitled to a regular Department salary, but must return to the City any monies earned for Jury Duty on his/her duty day, excluding travel and parking fees.

17. SUBPOENA PAY: In the event a Battalion Chief is subpoenaed for a duty related incident, (including an ambulance call), while off duty, said Battalion Chief will be compensated at the current overtime rate for the time the employee is to appear, witness standby, all travel time, parking, and mileage if the employee provides their own transportation. If the employee is on duty when the employee has to appear, the employee shall be allowed to appear at no cost or loss of pay to the Battalion Chief. The Battalion Chief shall be required to return to the City any monies earned for subpoena duty.

18. <u>SEVERANCE PAY</u>: If the Battalion Chief shall retire or die while in the employment of the City, he shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Accrued unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the Battalion Chief would have been entitled. For the purpose of this paragraph, a day shall be computed as a Twenty-four hour day.
B. Sick Leave: Accumulated sick leave not exceeding Twenty-four days shall be paid out to the Battalion Chief in cash. For the purpose of this paragraph a day shall be computed as a Twenty-four-hour day. The Battalion Chief will be required to give the City forty-five (45) days' notice prior to his retirement for the purpose of receiving benefits.
C. Uniform Allowance: One-twelfth (1/12) of the prevailing unpaid allowance per full month of employment in the year of termination.
D. Holidays: Accrued holiday pay shall be paid at the rate In effect at the time of separation, according to the rate established in Article 8 – Holidays.
E. Termination of Benefits: The Battalion Chief shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City. The Battalion Chiefs shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination.

Any Battalion Chief who terminates for reasons other than retirement or death shall receive his earned vacation, uniform allowance and holiday pay in accordance with the foregoing provisions. Any Battalion Chief terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.

19. **<u>DUTY INCURRED INJURY PAY</u>**: If the Battalion Chief is injured or disabled in the performance of his duties, he shall be entitled to retain whatever Worker's Compensation Insurance benefits, are available to him/her for the duration of his disability (See Employee Manual). The City will attempt to obtain full or part-time employment for the disabled Battalion Chief during the period of disability if the Battalion Chief is unable to return to the position he/she occupied before the disability.

20. **<u>MILITARY LEAVE</u>**: If the Battalion Chief is a member of the Officer Reserve Corps, enlisted Reserve Corps, Naval Reserve, Marine Reserve, National Guard, Air Force Reserve or any other reserve component of the military or naval forces of the United States of the State of Wisconsin, he/she shall be granted a leave of absence, if required, to participate in summer encampment training duties. Such Battalion Chief shall be paid the difference, if any, between his/her regular rate of pay and military pay, for the period involved, not exceeding two consecutive weeks in any calendar year. This provision shall also apply to call-up duty in case of state and/or federal emergencies,

which shall be limited to two (2) consecutive weeks for each emergency call-up involving separate military orders. In the event of a national or state of emergency, such Battalion Chief may take an extended military leave of absence without pay if ordered to active duty without loss of seniority.

21. **RESIDENCY REQUIREMENTS FOR BATTALION CHIEFS:**
There shall be no restrictions on Association members and where they may establish residency while they are employed with the City. Residency is "open".

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be put in force from and after its passage and publication and all wages shall be paid effective the dates stated above.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____,2022

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **Eric Larson, City Attorney**
WI. State Bar No. 1023297

ORDINANCE NO. 2375.11

AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE POLICE CHIEF IN THE CITY OF CUDAHY POLICE DEPARTMENT FOR 2023

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Police Chief ("employee") in the City of Cudahy Police Department, commencing January 1, 2023.

WAGES AND SALARIES – POLICE CHIEF
The salary for the full-time appointed Chief shall be:
Effective January 1, 2023 $122,606.40 annually

BENEFITS

1. **UNIFORM ALLOWANCE**
   UNIFORM AND BALLISTIC VEST ALLOWANCE
   Uniforms: The City agrees to pay all employees an annual uniform allowance effective January 1, 2017 of six hundred seventy-five dollars ($675.00) effective January 1, 2018 and eight hundred twenty-five dollars ($825.00). One half of this amount shall be paid to the employee on the first pay period in June and one half on the first pay period in December each year.

   Ballistic Vests: Commencing on the date this Ordinance is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed eight hundred fifty dollars ($850.00) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

2. **USE OF CITY-OWNED VEHICLE FOR OFFICIAL BUSINESS**
   Once the employee maintains residency within the boundaries, the employee shall have the use of a city-owned vehicle to take home on a daily basis provided that the city-owned vehicle is not used for personal use. Personal use is any mileage not qualifying as Official Business Mileage. Official Business Mileage covers only those miles traveled in the performance of assigned duties.

   A city-owned vehicle may not be used for personal vacation trips unless such trip is incidental to city business. Prior to use of city-owned vehicle outside the state, or further than 350 miles from the City of Cudahy within the state, a request must be submitted in writing to and approved by the Mayor. A mileage allowance for use of a personal vehicle will not be provided to any city personnel when a city-owned and maintained vehicle is at the disposal of such personnel.

3. **LIFE INSURANCE**
   See employee manual

4. MEDICAL AND HOSPITALIZATION INSURANCE

A. Such hospital and surgical insurance shall be provided to the employee on the 1st of the month following hire. Effective January 1, 2013, the City will pay 95% of the lowest cost qualified plan for the full-time above employee. Effective January 1, 2014, the City will pay 92% of the lowest cost qualified plan. Effective January 1, 2015, the City will pay 88% of the lowest cost qualified plan. The employee shall pay any premium costs in excess of the designated City contribution. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premiums paid because he/she does not qualify for the family plan. In no event will the City pay toward a premium if it results in duplicate coverage for the employee under another City plan. Annually, the employee shall sign a form certifying that they do not have coverage available and paid for by the City.

B. It shall be the employee's responsibility to notify the City of any change in family status for health, dental and vision insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement. Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

C. Retiree Health Insurance*:* Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 10 years of continuous service in the City of Cudahy and not less than age 53. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System. This coverage shall be identical to the coverage provided to the regular full-time employees. The City shall pay 95% of the group plan premium for the eligible retiree. The City will continue to pay these premiums for retired employees up to the age of Medicare, provided said employee is not employed elsewhere and eligible for or receiving hospital and surgical care paid for by another employer. If the retired employee gains other employment and is eligible for or receiving hospital and surgical care paid by his/her new employer, the City will not be obligated to provide health insurance. The retired employees shall notify the City immediately upon commencing employment which renders the retired employee eligible for hospital and surgical care.

D. Medical and hospital insurance coverage shall be available to all duty disabled full time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the group plan and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

5. DENTAL INSURANCE

See Employee Manual

6. VISION INSURANCE

See Employee Manual

7. WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION

The employee shall be covered under the State of Wisconsin Retirement Fund in accordance with Wisconsin Statutes. Beginning January 1, 2016 the Police Chief shall pay the full percentage required of general employees. Such contributions are calculated from the employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same

manner as though deducted from the earnings of participating Association members. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

8. HOLIDAYS

The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the Employee receiving the benefit of such holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final paycheck that value of such holiday or holidays received. The Employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

9. SICK LEAVE

The above employee contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six months of employment with the City, but accumulation shall be retroactive to the time of employment. The above employees shall accumulate 4 hours of sick leave per month effective July 1, 2012. Sick leave may accumulate to a maximum of 360 hours. Paid sick days shall be deducted from a total sick leave accumulation.

Recruit Employees: Eligibility for sick leave begins after successful completion of the performance period of 6 months employment with the City, but accumulation is retroactive to the date of employment. Recruit employees are paid sick pay based upon rate of pay as of their date of sickness or disability for such days with the maximum reimbursement of 8 hours per month, within thirty (30) days following successful completion of the performance period. New employees continue to earn 8 hours per month during their first 4 years of service. After the 4th year, the sick leave earned is to be 4 hours per month.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them on the second pay period in January of the subsequent year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them on the second pay period in January of the subsequent year.

10. VACATION

The employee shall receive an earned vacation leave with pay as follows:

A. Fifteen (15) days vacation in 2008.
B. Twenty-five (25) days vacation after seven (7) complete years of service.

Vacation days must be used no later than the end of the year following that in which they were earned.

While the total year's accrued vacation will be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the last anniversary the employee was hired by the City of Cudahy with no break in continuous employment. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

11. LONGEVITY

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

12. FUNERAL LEAVE

See employee manual

13. JURY DUTY:

See employee manual

14. EDUCATION INCENTIVE

The City agrees to reimburse the Police Chief of the Department for tuition and books for police courses and other related courses approved in advance by the Mayor. Reimbursement shall be made only where payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point of 2.0 or above (Grade of "C" or better) has been presented to the Mayor. The Police Chief shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Mayor. When the Police Chief has completed course work requiring the use of a given text for which the City has reimbursed him, the book(s) shall be returned to the Department for use by other Department Members.

If the Police Chief were to leave the Cudahy Police Department for any reason, he/she is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course – 100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

15. SEVERANCE PAY

If any the above employees shall retire or voluntarily resign as provided herein or die while in the employment of the City, he shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Earned from anniversary date or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the above employee would have been entitled at resignation, retirement or death. For the purpose of this paragraph, a day shall be computed as an eight hour day. A minimum notice must be given to the City in the event an employee voluntarily resigns (30 days notice) or retires (90 days notice) or vacation pay shall be forfeited.
B. Sick Leave: Accumulated sick leave not to exceed 360 hours shall be given to the above employee in cash upon retirement or death. For the purpose of this paragraph a day shall be computed as an eight-hour day. The above employee will be required to give the City ninety days (90) notice prior to his retirement for the purpose of receiving this benefit.
C. Termination of Benefits: The above employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City.
D. If timely notice is not provided as required herein, the paid benefits set forth herein will be forfeited.
E. Any above employee who terminates for reasons other than retirement or death shall receive his earned vacation in accordance with the foregoing provisions. Any above employee terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave.
F. The above employee shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.
G. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.
H. Holidays: Accrued but unused holidays at the time of severance shall be paid.
I. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.
J. The Chief shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.
K. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part, or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after January 1, 2023.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____, 2022.

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **ERIC LARSON**
City Attorney - Cudahy
Wis. State Bar No. 1023297

ORDINANCE NO. 2377.6

AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE CAPTAIN OF POLICE IN THE CITY OF CUDAHY POLICE DEPARTMENT COMMENCING JANUARY 1, 2023 through DECEMBER 31, 2023

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Captain of Police ("employee") in the City of Cudahy Police Department, commencing January 1, 2023 through December 31, 2023.

WAGES AND SALARIES – CAPTAIN OF POLICE
The salary for the Captain of Police, effective January 1, 2023, shall be $114,824.00 annually.

RESIDENCY
See Employee Manual

WORK SCHEDULE
5-2/5-2 work cycle with flexibility to meet the needs of the Department.

BENEFITS

1. **UNIFORM ALLOWANCE**
   UNIFORM AND BALLISTIC VEST ALLOWANCE
   Uniforms: The City agrees to pay all employees an annual uniform allowance of six hundred seventy-five dollars ($675.00) effective January 1, 2017 and eight hundred twenty-five ($825.00) effective January 1, 2018. One-half of this amount shall be paid to each employee on the first pay period in June and one-half on the first pay period in December of each year.

   Ballistic Vests: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed eight hundred fifty dollars ($850.00) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

2. **LIFE INSURANCE**
   See employee manual

3. **MEDICAL AND HOSPITALIZATION INSURANCE**
   The parties agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current ordinance language, if present ordinance is in violation of any state or federal law.

   1. Such hospital and surgical insurance shall be provided to the employee on the 1st of the month

following hire. No employees shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premiums paid because he/she does not qualify for the family plan.

2. Effective January 1, 2015 the City shall pay eighty-eight (88%) of the lowest cost qualified plan. All employees shall pay any premium costs in excess of the designated City contribution based on the qualified plan. In no event will the City pay toward a premium if it results in duplicate coverage for the employee under another City plan.

3. Retiree Health Insurance*:* Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 15 years of continuous service in the City of Cudahy. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System commencing at age 50 (fifty) or older. This coverage shall be identical to the coverage provided to the regular full-time employees. The City will continue to pay the amount specified until the employee is eligible for Medicare.

   Effective for any new retirees on or after July 1, 2003 who retire at or after the normal retirement age pursuant to WRS the City shall pay 100% of the lowest cost qualified plan.

   Effective January 1, 2009, the City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area or the rate paid by the City for active employees, whichever is less for those full time employees hired into the department on or after June 20, 2007 and who retire at not less than age 53 and with at least 15 years of continuous service with the City of Cudahy. The retiree shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan.

   The City shall continue to pay 95% of the qualified group plan for retired employees up to the age of Medicare.

   Should a retiree select or only be eligible for single coverage at retirement or thereafter, the retiree may not select paid family coverage at a later date.

   If the retired employee secures employment with another employer and is eligible for health insurance coverage while gainfully employed, he/she shall not be eligible for coverage under the City's group health insurance program.
   Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the qualified group plan and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

4. Non-duplication: In the event that one or more related individuals who are eligible to be covered by the same subscriber number (and/or provided through the City of Cudahy) are employed by the City of Cudahy, only one family plan will be provided by the City of Cudahy. The affected employees shall determine which person shall carry the insurance and which shall be a dependent. Whenever affected employees under this section are employed by the City, a written certification of nonduplication of family health insurance coverage shall be submitted by said employees. In the event that one of the affected employees should die, the remaining employee shall continue to receive the applicable coverage

(family or single). If the affected employees should divorce or separate from eligible coverage for any reason, all affected employees would be entitled to receive the applicable coverage (family or single).

5. Change in Status: It shall be the employee's responsibility to notify the City of any change in family status for health, dental and vision insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement.

   Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

6. All health and surgical coverage is governed by the policy contract and/or other plan documents.

4. DENTAL INSURANCE

See Employee Manual

5. VISION INSURANCE

See Employee Manual

6. WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION

The employee shall be covered under the State of Wisconsin Retirement Fund in accordance with Wisconsin Statutes. Beginning January 1, 2016 the Captain shall pay the full percentage required of employees. Such contributions are calculated from the employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the Captain. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

7. HOLIDAYS

The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the Employee receiving the benefit of such holiday before it accrues and subsequently terminates employment with the City agrees to have the City deduct from his/her final paycheck that value of such holiday or holidays received. The Employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

8. SICK LEAVE

The above employee contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City, but accumulation shall be retroactive to the time of employment.

The above employee shall accumulate one sick day per month each year. An individual absent three (3) working days or more shall produce a doctor's certificate before returning to work stating that he is physically fit for duty.

The above employee may accumulate up to a maximum of one hundred twenty (120) sick days retroactive to date of hire. Each sick day shall consist of one workday.

If the above employee accumulates sick leave in excess of one hundred twenty (120) days, the employee shall accumulate those additional days in a separate sick bank up to thirty (30) days. The sick days accumulated in the sick bank may not be used by the employee unless he has exhausted his regular sick leave accumulation as a result of a long, severe and continuous illness.

Any employee who exhausts vacation, compensatory time, holidays and sick leave may, at the sole discretion of the Chief, be given an unpaid leave of absence or be terminated.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them no later than the second pay period in January of the subsequent year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them no later than the second pay period in January of the subsequent year.

9. VACATION

The above employees shall receive 4 weeks of vacation upon hire date and 5 weeks of vacation after seven years.

While the total year's accrued vacation may be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the anniversary date of the date the employee was hired by the City of Cudahy based on no break in continued employment.

In the case of the death of any employee of the City, the unused vacation allowance of such employee shall be paid to the employee's designated beneficiary. Any employee who is laid off, retired or separated from the service of the City for any reason (but not for discharge) prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. The City may elect, for reasons of efficiency and scheduling, to allow prospective scheduling of vacation for employees in the Department on or after January 1 of each year. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

10. ADMINISTRATIVE DAYS

Each employee receives three personal days (24 hours) each year. Said administrative days are to be used at the employee's discretion, with the approval of the Chief. The Chief may deny such requests at his discretion to meet the department's needs. An employee shall notify the Chief in advance of their intent to utilize an administrative day.

Administrative days must be used no later than December 31 of each year, as unused administrative hours may not be carried over to the next calendar year. Employees will not be paid for accrued unused administrative days on termination.

11. LONGEVITY

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

12. FUNERAL LEAVE

See employee manual

13. JURY DUTY:

See employee manual

14. EDUCATION INCENTIVE

The City agrees to reimburse the Captain of the Department for tuition and books for police courses and other related courses approved in advance by the Chief of Police. Reimbursement shall be made only where payment is not made by some other government or public agency and where a certificate of satisfactory completion with grade point of 2.0 or above (Grade of "C" or better) has been presented to the Chief. The Captain shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Chief. When the Captain has completed course work requiring the use of a given text for which the City has reimbursed him, the book(s) shall be returned to the Department for use by other Department Members.

If the Captain were to leave the Cudahy Police Department for any reason, he/she is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course – 100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

15. SEVERANCE PAY

If any the above employees shall retire or voluntarily resign as provided herein or die while in the employment of the City, he/she shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Earned from anniversary date or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the above employee would have been entitled at resignation, retirement or death. For the purpose of this paragraph, a day shall be computed as an eight hour day. A minimum notice must be given to the City in the event an employee voluntarily resigns (30 days notice) or retires (90 days notice) or vacation pay shall be forfeited.

B. Sick Leave: Sick leave shall accrue up to 360 hours for purposes of sick leave pay-out at retirement. Effective 01-01-16, employees shall receive their first forty-five (45) days of accumulated sick leave. This section only applies to retirement sick leave benefits and does not impact the sick leave benefits under Section 8. The above employee will be required to give the City ninety days (90) notice prior to retirement for the purpose of receiving this benefit.

C. Termination of Benefits: The above employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City.

D. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.

E. Holidays: Accrued but unused holidays at the time of severance shall be paid.

F. If timely notice is not provided as required herein, the paid benefits set forth herein will be forfeited.

G. Any above employee who terminates for reasons other than retirement or death shall receive his earned vacation in accordance with the foregoing provisions. Any above employee terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave.

H. The above employee shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.

I. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing, and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.

J. The Captain shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.

K. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation and sick leave will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part, or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after January 1, 2023.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____, 2022

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **Eric Larson, City Attorney**
WI. State Bar No. 1023297

ORDINANCE NO. 2520.1

AN ORDINANCE FIXING THE SALARY AND FRINGE BENEFITS OF THE LIEUTENANT OF POLICE IN THE CITY OF CUDAHY POLICE DEPARTMENT COMMENCING JANUARY 1, 2023 through DECEMBER 31, 2023

The Common Council of the City of Cudahy Do Hereby Ordain as follows:

Section 1. The wages and fringe benefits of the Lieutenant of Police ("employee") in the City of Cudahy Police Department, commencing January 1, 2023 through December 31, 2023.

WAGES AND SALARIES – LIEUTENANT OF POLICE
The salary for the Lieutenant of Police, effective January 1, 2023, shall be $105,252.00 annually.

RESIDENCY
See Employee Manual

WORK SCHEDULE
5-2/5-2 work cycle with flexibility to meet the needs of the Department.

BENEFITS

1. **UNIFORM ALLOWANCE**
   UNIFORM AND BALLISTIC VEST ALLOWANCE
   Uniforms: The City agrees to pay all employees an annual uniform allowance of eight hundred twenty-five ($825.00) effective July 1, 2022. One-half of this amount shall be paid to each employee on the first pay period in June and one-half on the first pay period in December of each year.

   Ballistic Vests: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed eight hundred fifty dollars ($850.00) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

2. **LIFE INSURANCE**
   See employee manual

3. **MEDICAL AND HOSPITALIZATION INSURANCE**
   The parties agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current ordinance language, if present ordinance is in violation of any state or federal law.

   1. Such hospital and surgical insurance shall be provided to the employee on the 1st of the month following hire. No employees shall make any claim against the City for additional compensation in lieu

of or in addition to the insurance premiums paid because he/she does not qualify for the family plan.

2. Effective July 1, 2022 the City shall pay eighty-eight (88%) of the lowest cost qualified plan. All employees shall pay any premium costs in excess of the designated City contribution based on the qualified plan. In no event will the City pay toward a premium if it results in duplicate coverage for the employee under another City plan.

3. Retiree Health Insurance*:* Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 15 years of continuous service in the City of Cudahy. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System commencing at age 50 (fifty) or older. This coverage shall be identical to the coverage provided to the regular full-time employees. The City will continue to pay the amount specified until the employee is eligible for Medicare.

   Effective for any new retirees on or after July 1, 2003, who were hired before June 19, 2007 who retire at or after the normal retirement age pursuant to WRS the City shall pay 100% of the lowest cost qualified plan.

   Effective July 1, 2022, the City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area or the rate paid by the City for active employees, whichever is less for those full time employees hired into the department on or after June 20, 2007 and who retire at not less than age 53 and with at least 15 years of continuous service with the City of Cudahy. The retiree shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan. The City shall continue to pay 95% of the qualified group plan for retired employees up to the age of Medicare.

   Should a retiree select or only be eligible for single coverage at retirement or thereafter, the retiree may not select paid family coverage at a later date.

   If the retired employee secures employment with another employer and is eligible for health insurance coverage while gainfully employed, he/she shall not be eligible for coverage under the City's group health insurance program.
   Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the qualified group plan and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

4. Non-duplication: In the event that one or more related individuals who are eligible to be covered by the same subscriber number (and/or provided through the City of Cudahy) are employed by the City of Cudahy, only one family plan will be provided by the City of Cudahy. The affected employees shall determine which person shall carry the insurance and which shall be a dependent. Whenever affected employees under this section are employed by the City, a written certification of non-duplication of family health insurance coverage shall be submitted by said employees. In the event that one of the affected employees should die, the remaining employee shall continue to receive the applicable coverage (family or single). If the affected employees should divorce or separate from eligible coverage for any reason, all affected employees would be entitled to receive the applicable coverage (family or single).

5. Change in Status: It shall be the employee's responsibility to notify the City of any change in family status for health, dental and vision insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement.
   Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

6. All health and surgical coverage is governed by the policy contract and/or other plan documents.

4. DENTAL INSURANCE

See Employee Manual

5. VISION INSURANCE

See Employee Manual

6. WISCONSIN RETIREMENT FUND/DEFERRED COMPENSATION

The employee shall be covered under the State of Wisconsin Retirement Fund in accordance with Wisconsin Statutes. Beginning January 1, 2016 the Lieutenant shall pay the full percentage required of employees. Such contributions are calculated from the employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the Lieutenant. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

7. HOLIDAYS

The City shall provide a holiday schedule consisting of ten full holidays. These holidays are as follows:

New Year's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The employee shall receive equivalent time off for these holidays. The holidays set forth in the section shall accrue on the above dates and the Employee receiving the benefit of such holiday before it accrues and subsequently terminates employment with the City agrees to have the City deduct from his/her final paycheck that value of such holiday or holidays received. The Employee shall have the option to either take compensatory days off or receive payment at the normal daily rate for such holidays. Such payment for holidays shall be made during the closest payroll period ending December 1st of each year.

8. SICK LEAVE

The above employee contracting or incurring any non-service sickness or disability which renders above employees unable to perform the duties of his/her employment shall receive sick leave with pay. Eligibility

for sick leave shall begin after the completion of six (6) months of employment with the City, but accumulation shall be retroactive to the time of employment.
The above employee shall accumulate one sick day per month each year. An individual absent three (3) working days or more shall produce a doctor's certificate before returning to work stating that he is physically fit for duty.

The above employee may accumulate up to a maximum of one hundred twenty (120) sick days retroactive to date of hire. Each sick day shall consist of one workday.

If the above employee accumulates sick leave in excess of one hundred twenty (120) days, the employee shall accumulate those additional days in a separate sick bank up to thirty (30) days. The sick days accumulated in the sick bank may not be used by the employee unless he has exhausted his regular sick leave accumulation as a result of a long, severe and continuous illness.

Any employee who exhausts vacation, compensatory time, holidays and sick leave may, at the sole discretion of the Chief, be given an unpaid leave of absence or be terminated.

Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them no later than the second pay period in January of the subsequent year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them no later than the second pay period in January of the subsequent year.

9. VACATION

The above employees shall receive 4 weeks of vacation upon hire date and 5 weeks of vacation after seven years.

While the total year's accrued vacation may be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the anniversary date of the date the employee was hired by the City of Cudahy based on no break in continued employment.

In the case of the death of any employee of the City, the unused vacation allowance of such employee shall be paid to the employee's designated beneficiary. Any employee who is laid off, retired or separated from the service of the City for any reason (but not for discharge) prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. The City may elect, for reasons of efficiency and scheduling, to allow prospective scheduling of vacation for employees in the Department on or after January 1 of each year. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

10. ADMINISTRATIVE DAYS

Each employee receives three personal days (24 hours) each year. Said administrative days are to be used at the employee's discretion, with the approval of the Chief. The Chief may deny such requests at his discretion to meet the department's needs. An employee shall notify the Chief in advance of their intent to utilize an administrative day.

Administrative days must be used no later than December 31 of each year, as unused administrative hours may not be carried over to the next calendar year. Employees will not be paid for accrued unused administrative days on termination.

11. LONGEVITY

The City shall pay longevity pay to the Employee as follows:

A. $5.00 per month – After five (5) years of service.
B. $10.00 per month – After ten (10) years of service.
C. $15.00 per month – After fifteen (15) years of service.
D. $20.00 per month – After twenty (20) years of service.
E. $25.00 per month – After twenty-five (25) years of service.
F. $30.00 per month – After thirty (30) years of service.
G. $35.00 per month – After thirty-five (35) years of service.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

12. FUNERAL LEAVE

See employee manual

13. JURY DUTY:

See employee manual

14. EDUCATION INCENTIVE

The City agrees to reimburse the Lieutenant of the Department for tuition and books for police courses and other related courses approved in advance by the Chief of Police. Reimbursement shall be made only where payment is not made by some other government or public agency and where a certificate of satisfactory completion with grade point of 2.0 or above (Grade of "C" or better) has been presented to the Chief. The Lieutenant shall not be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Chief. When the Lieutenant has completed course work requiring the use of a given text for which the City has reimbursed him, the book(s) shall be returned to the Department for use by other Department Members.

If the Lieutenant were to leave the Cudahy Police Department for any reason, he/she is required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course – 100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

15. SEVERANCE PAY

If any the above employees shall retire or voluntarily resign as provided herein or die while in the employment of the City, he/she shall be entitled to the following severance pay, subject to any other applicable terms of this Ordinance:

A. Vacation: Earned from anniversary date or unused vacation pay to be computed at the rate of the normal straight time hourly rate of pay for such period of time to which the above employee would have been entitled at resignation, retirement or death. For the purpose of this paragraph, a day shall be computed as an eight hour day. A minimum notice must be given to the City in the event an employee voluntarily resigns (30 days notice) or retires (90 days notice) or vacation pay shall be forfeited.
B. Sick Leave: Sick leave shall accrue up to 360 hours for purposes of sick leave pay-out at retirement. Effective 01-01-16, employees shall receive their first forty-five (45) days of accumulated sick leave. This section only applies to retirement sick leave benefits and does not impact the sick leave benefits under Section 8. The above employee will be required to give the City ninety days (90) notice prior to retirement for the purpose of receiving this benefit.
C. Termination of Benefits: The above employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this agreement after the effective date of resignation, which terminates his employment relationship with the City.
D. Uniform Allowance: One-twelfth of the current unpaid allowance per full month of employment since the last uniform payment in the last year of employment.
E. Holidays: Accrued but unused holidays at the time of severance shall be paid.
F. If timely notice is not provided as required herein, the paid benefits set forth herein will be forfeited.
G. Any above employee who terminates for reasons other than retirement or death shall receive his earned vacation in accordance with the foregoing provisions. Any above employee terminating for reasons other than retirement or death shall not receive any severance payment for accumulated sick leave.
H. The above employee shall be compensated for the above benefits in cash, in one lump sum payment at the time of termination. Severance payments shall be made within thirty (30) days following termination providing all City-owned equipment is returned and there is no pending litigation involving the employee's right to certain benefits.
I. The employee shall not continue to accrue sick leave, vacation, holidays or any other benefits under this ordinance after the effective date of lay-off, death, voluntary termination of employment while in good standing, and for reasons other than discharge, or retirement, which terminates his employment relationship with the City.
J. The Lieutenant shall be compensated for the above benefits in cash, in one lump sum payment on the payroll period closest to the date of severance.
K. Notice of Voluntary Severance or Retirement: A minimum of ninety (90) calendar days notice must be given to the City in the event an employee voluntarily resigns or retires from their employment with the City. If timely notice is not provided, the accrued vacation and sick leave will be forfeited.

Section 2. All ordinances or parts of ordinances, contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part, or parts, of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect, and be in force, from and after its passage and publication, and all wages shall be paid after July 1, 2023.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____, 2022

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED_____
APPROVED_____
PUBLISHED_____

Approved as to form: Eric Larson, City Attorney
WI. State Bar No.1023297

ORDINANCE NO. 2306.10

AN ORDINANCE FIXING THE WAGES, SALARIES AND FRINGE BENEFITS OF THE CITY OF CUDAHY POLICE DEPARTMENT COMMAND OFFICERS COMMENCING JANUARY 1, 2023 through DECEMBER 31, 2023

The common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries and fringe benefits of the City of Cudahy Police Department Command Officers, commencing January 1, 2023 except as otherwise noted, shall be as follows:

ARTICLE I
WAGES AND SALARIES

The wages of the Command Officers in the City of Cudahy Police Department commencing January 1, 2023, shall be as follows:

Detective Sergeant:
As of 01/01/23 (2.5%) $8,066.93 monthly ($46.54/hr)
Patrol Sergeant:
As of 01/01/23 (2.5%) $7,777.46 monthly ($44.87/hr)

It is understood that any reference to Sergeant in this Ordinance shall apply to both Detective Sergeant and Patrol Sergeant.

ARTICLE II
WORK SCHEDULE

The normally scheduled workweek for members of the bargaining unit shall be 5-2, 4-2 work cycle.

Command Officers may change their duty/shift hours on a yearly basis. Such assignments shall be from 01/01 to 12/31 of each calendar year. If required, officers shall flex shifts with a five (5) calendar day notice for a period of time of at least four (4) calendar days. Such disruption shall be done only when necessary to ensure continuity of supervision and to maintain a cost effective operation.

ARTICLE III
SHIFT PREPARATION

Effective January 1, 1992, all command officers shall report for shift preparation fifteen (15) minutes prior to their starting time. Command officers shall report for roll call in the required uniform of the day.

Effective April 9th, 2004, the Sergeant must report fifteen (15) minutes before the start of their respective shift for the purpose of roll call. Sergeants shall be paid at their current hourly rate (not overtime) for 15 minutes of roll call. Sergeants shall not receive any compensation for roll call unless they are in active employment status that day. It is expressly understood that roll call shall not be

paid for sick leave, compensatory time, funeral leave, holidays, vacations days, personal days, etc. Such payments shall be made annually no later than the second pay period in January the following year.

ARTICLE IV
FRINGE BENEFITS
COMMAND OFFICERS

The fringe benefits and longevity pay for the Command Officers of the Police Department, not covered by collective bargaining, are as changed as follows:

A. **SHIFT DIFFERENTIAL**: Command officers on second or third shift shall be paid a shift differential of twenty-five cents ($0.25) per hour based on the shift assigned regardless of actual shift worked. It is understood that the officer must actually report to and work on the second or third shift to receive shift differential pay. Officer will receive all pay including shift differential if injured while on duty.

B. **EDUCATIONAL INCENTIVE COMPENSATION:** Effective upon signing this ordinance, the City agrees to reimburse the members of the Department for tuition and books for police courses and other related courses approved in advance by the Chief of Police. Reimbursement shall be made only where payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point 2.0 OR ABOVE (grade Of "C" or better) has been presented to the Chief. No employee shall be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Chief. When a member has completed course work requiring the use of a given text for which he/she has been reimbursed by the City, the member shall return the book(s) to the Chief for use by other Department members.

If the Association members were to leave the Cudahy Police Department for any reason, the member's required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:
Within one (1) year after completing the course -100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

C. **LIFE INSURANCE**: The City agrees to pay the full amount of the current group life insurance program during the term of this ordinance.

D. **UNIFORM ALLOWANCE**: The City agrees to pay all employees an annual uniform allowance of six hundred seventy-five dollars ($675.00) effective January 1, 2017 and eight hundred twenty-five ($825.00) effective January 1, 2018. One half of this amount shall be paid to each employee on the first pay period in June and one half on the first pay period of December each year.

Commencing on the date this ordinance is adopted by the Common Council, the City maintains an obligation to repair or replace any uniform items damaged or contaminated beyond use during normal and acceptable police functions. The city will reimburse the command officers the price of replacement. The Command officer shall include the damages in the incident report and request the

prosecuting attorney, when appropriate, seek restitution for the City. The repair or replacement of uniform items is to be determined by the Chief after an assessment of the Uniform Repair/ Replacement Report. The Repair/Replacement form is to be filed within ten (10) working days of the incident.

E. <u>MEDICAL AND HOSPITALIZATION INSURANCE:</u> The parties agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current ordinance language, if present ordinance is in violation of any state or federal law.

1. Such hospital and surgical insurance shall be provided to the employees the first of the month following hire. No employees shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premiums paid because he does not qualify for the family plan.

2. The City shall pay eighty-eight (88%) of the lowest cost qualified plan. All employees shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan.
3. Retiree Health Insurance*:* Medical and hospital insurance coverage shall be available to a full-time employee who retires with at least 15 years of continuous service in the City of Cudahy. In no event will coverage be available for an employee who retires at less than the minimum retirement age specified by the Wisconsin Retirement System commencing at age 50 (fifty) or older. This coverage shall be identical to the coverage provided to the regular full-time employees. The City will continue to pay the amount specified until the employee is eligible for Medicare.

   a. Effective on July 1, 2003 for employees hired on or before July 1, 2003, the City shall pay 100% of the qualifying group plan premium for retired employees at or after the normal retirement age pursuant to WRS until the age of Medicare. Effective for any new retirees on or after July 1, 2003 who retire at or after the normal retirement age pursuant to WRS the City shall pay 100% of the lowest cost qualified group plan

   b. Effective January 1, 2009, the City shall pay 95% of the lowest cost qualified group plan or the rate paid by the City for active employees, whichever is less for those full time employees hired into the department on or after June 20, 2007 and who retire at not less than age 53 and with at least 15 years of continuous service with the City of Cudahy.
   The retiree shall pay any premium costs in excess of the designated City contribution based on the qualified group plan.

   c. The City will continue to pay the amount specified until the employee is eligible for Medicare. If the retired employee secures employment with another employer and /or is eligible for health plan coverage while gainfully employed, he shall not be eligible for coverage under the City's group health plan. Should a retiree select or only be eligible for single coverage at retirement or thereafter, the retiree may not select paid family coverage at a later date.

4. <u>Nonduplication</u>: In the event that one or more related individuals who are eligible to be covered by the same subscriber number (and/or provided through the City of Cudahy) are employed by the City of Cudahy, only one family plan will be provided by the City of Cudahy. The affected employees shall determine which person shall carry the insurance and which shall be a dependent. Whenever affected employees under this section are employed by the City, a written certification of nonduplication of family health insurance coverage shall be submitted by said employees. In the event that one of the affected employees should die, the remaining employee shall continue to receive the applicable

coverage (family or single). If the affected employees should divorce or separate from eligible coverage for any reason, all affected employees would be entitled to receive the applicable coverage (family or single)

5. Change in Status: It shall be the employee's responsibility to notify the City of any change in family status for health, dental and vision insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement.
   Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

6. All health and surgical coverage is governed by the policy contract and/or other plan documents.

7. Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 Wis. Stats. The City shall pay 80% of the premium amount in effect for the qualified group plan and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

F. WISCONSIN RETIREMENT FUND: Officers shall be covered under the State of Wisconsin Retirement Fund in accordance with Chapter 41 of the Wisconsin Statutes. Beginning January 1, 2016, all Police Command members shall pay the full employee required contribution. Such contributions are calculated from the Employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating Association members. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

G. HOLIDAYS: The City shall provide a holiday schedule consisting of ten (10) full holidays. These holidays are as follows:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Years Eve
Friday Before Easter

All officers shall receive equivalent time off for these holidays. Replacement days shall be given these officers as jointly determined by the individual officer and the Chief. The holidays set forth in this section shall accrue on the above dates and any officer receiving the benefit of such holiday

before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final pay check the value of such holiday or holidays received. Officers shall have the option to either take compensatory days off or receive payment.
Computation for holiday pay shall be based on the straight hourly rate at the time the holiday occurs. The computation shall be based on 2,080 hours as of 01-01-91. Payment shall be made on the first payday in the month of December of the current year. Holiday pay cannot be carried over to the following year.

H. **SICK LEAVE**: Any eligible officer contracting or incurring any non-service connected sickness or disability which renders such officer unable to perform the duties of his employment shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City. Each officer shall accumulate one sick day per month each year. An individual absent three (3) working days or more shall produce a doctor's certificate before returning to work stating that he is physically fit for duty. Officers who are sick and unable to report to work shall notify or cause the officer in charge to be notified at least thirty (30) minutes before the start of the regular shift or assignment or earlier. Officers may accumulate up to a maximum of one hundred twenty (120) sick days retroactive to date of hire. Each sick day shall consist of one workday. Officers shall not be eligible for sick leave in excess of sick days actually earned.

Each officer who accumulates sick leave in excess of one hundred twenty (120) days shall accumulate those additional days in a separate sick bank up to thirty (30) days. The sick days accumulated in the sick bank may not be used by the officer unless he has exhausted his regular sick leave accumulation as a result of a long, severe and continuous illness.

Any employee who exhausts vacation, compensatory time, holidays and sick leave may, at the sole discretion of the Chief, be given an unpaid leave of absence or be terminated.

a. Sick Leave Incentive Pay: For those employees in good standing who do not utilize any sick time within the year, an incentive of $500.00 will be paid to them no later than the second pay period in January of the subsequent year. For those employees in good standing who utilize not more than 8 hours sick time within the year, an incentive of $350.00 will be paid to them no later than the second pay period in January of the subsequent year.

I. **VACATION:** Each officer shall receive an earned vacation leave, based upon departmental seniority, on each shift, with pay as follows:
After one (1) year of service –
Ten (10) days
After eight (8) years of service –
Fifteen (15) days
After nine (9) years of service –
Sixteen (16) days
After ten (10) years of service-
Seventeen (17) days
After eleven (11) years of service –
Eighteen (18) days
After twelve (12) years of service –
Nineteen (19) days
After thirteen (13) years of service –
Twenty (20) days

After fourteen (14) years of service-
Twenty-one (21) days
After fifteen (15) years of service –
Twenty-two (22) days
After sixteen (16) days of service –
Twenty-three (23) days
After seventeen (17) years of service –
Twenty-four (24) days
After eighteen (18) years of service –
Twenty-five (25) days

1. Determination by the Chef of Police, or his/her designee, regarding primary vacation picks, which happen to overlap between officers, shall be made by the Chief of Police or his/her designee based upon seniority and minimum staffing needs. Any discrepancies which arise through the use of vacation days shall be assessed and a determination made by the Chief or his/her designee. There shall be only one (1) command officer per shift on vacation or comp time or holiday off time at one time.

2. Definition: One (1) week of vacation is defined as not less than four (4) vacation days used in succession, or any combination before, or after off day groupings. Employees cannot use compensatory time in conjunction with vacation days, however a minimum of four (4) vacation days must be used to constitute a primary pick (except as set forth in sub paragraph 3 herein).

3. A (non-primary pick) vacation day used alone, or in groups not to exceed three, will not take precedence over compensatory days or holidays. They will be of equal value. Non-primary vacation usage in conjunction with compensatory days or holidays may be used if these requests do not interfere with the minimum manpower needs.

J. <u>ADMINISTRATIVE DAYS</u>

Each employee receives three personal days (24 hours) each year. Said administrative days are to be used at the employee's discretion, with the approval of the Chief. The Chief may deny such requests at his discretion to meet the department's needs. An employee shall notify the Chief in advance of their intent to utilize an administrative day.

Administrative days must be used no later than December 31 of each year, as unused administrative hours may not be carried over to the next calendar year. Employees will not be paid for accrued unused administrative days on termination.

K. <u>LONGEVITY:</u> The City shall pay longevity pay to officers as follows:
After five years, $5.00 per month
After ten years, $10.00 per month
After fifteen years, $15.00 per month
After twenty years, $20.00 per month
After twenty-five years, $25.00 per month
After thirty years, $30.00 per month
Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

L. OVERTIME PAY:

1. **Rank of Sergeant:**

   a. **Normal Overtime**: (Effective 01/01/91) Whenever a sergeant is required to perform work in excess of eight (8) hours per day and/or forty (40) hours per week, said sergeant shall be compensated at a pay rate of time and one-half of the sergeant's hourly base rate. A workweek prior to overtime shall consist of forty (40) hours.

   b. **Call-In Overtime**: When a sergeant is "called in" to work during regularly scheduled off days or during hours when not regularly scheduled to work, he shall receive a minimum compensation of two (2) hours. This provision is restricted to and only covers situations which were not known at least twenty-four (24) hours in advance of occurrence. Court time, school time, parades or any events which are scheduled twenty-four (24) hours prior to their occurrence are specifically excluded from this provision. The Chief shall retain sole discretion to make overtime cash payments.

2. **Court Appearances:** Such overtime will stop fifteen (15) minutes after he/she is excused. There shall be a maximum of one-half (1/2) hour travel/preparation time and a minimum of one (1) hour court time. Travel time will only be for travel out of the City of Cudahy.

3. **Compensatory Time:** Compensation taken as time off can be used in full eight (8) hour blocks dependent upon minimum staffing needs, and determined by the Chief or his/her designee. Employees may use comp time off in less than eight (8) hour blocks with the approval of the Chief or his/her designee.
   a. Request for comp time off must be made no less than twenty-four (24) hours prior to the requested date unless mutually agreed otherwise unless mutually agreed otherwise.

   b. Request for comp time off cannot be made more than thirty (30) days in advance of the requested date.

   c. Request to carry over comp time, or request for cash payment, must be made no later than November 30th of the calendar year.

   d. An employee can cash out all, or any portion of his/her accumulated comp time, four times per year, February 28, May 30, August 31 and November 30, with the approval of the Chief.

   e. The amount of compensatory time which can be accumulated at any one time by sergeants is 80 hours.

   f. Hours carried over into the new year can only be taken as compensatory time off and cannot be converted into cash at any time.

M. **FUNERAL LEAVE**: Funeral leave of up to three (3) days shall be granted for use in the event of a funeral of a member of the immediate family (spouse, domestic partner, children, step-children, parents, step-parents, siblings and step-siblings.) Such leave will only be granted where the officer actually attended the funeral. Such leave shall not be used for recreation purposes. These days shall not be deducted from sick leave and officer shall not be entitled to compensatory time off for any days off or holidays which occur during the emergency leave. Funeral leave up to one (1) day shall be granted for funerals only of grandparents, grandchild, nieces, nephews, aunts, uncles, brother-in-law and sister-in-law.

N. **SEVERANCE PAY:** Any officer who applies for and receives retirement benefits under WRS or dies while in the employ of the City shall be entitled to the following severance pay to a beneficiary to be designated by him:

Vacation: Any officer who is laid off, retired, or separated from the service of the City for any reason other than discharge, prior to taking his earned vacation for a given year, shall be compensated in cash, in a lump sum at the time of his termination, for the unused accumulated vacation at the time of separation as calculated below:

Each officer shall receive full payment at his base hourly rate on the effective date of his resignation for all vacation accrued for the prior year of service which has not been utilized at the time of separation from employment and for all vacation accrued during the current calendar year of service. To determine benefits accrued during the current year of service, divide each complete week of service since the beginning of the calendar year by fifty-two (52) weeks and multiply by the total vacation allotment for the years of service under Section I.

Sick Leave: Sick leave shall accrue up to 360 hours for purposes of sick leave pay-out at retirement. Effective 01-01-16, Employees shall receive their first forty-five (45) days of accumulated sick leave. This section only applies to retirement sick leave benefits and does not impact the sick leave benefits under Section H.

Uniform Allowance: One-twelfth of the prevailing unpaid annual uniform allowance per full month of employment in the year of termination.

Holiday: Accrued holiday pay shall be paid at the officer's straight time hourly rate.

Accumulated Compensatory Time: Earned accumulated compensatory time shall be paid at the rate set forth in this ordinance.

O. **BALLISTIC VESTS**: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed eight hundred and fifty dollars ($850.00) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended. The increase in vest allowance is in exchange for the vests being mandatory worn.

P. **SEPARATE CHECK:** All holiday pay, uniform allowance, compensatory time, and retroactive pay, if applicable shall be paid in conjunction with the closest following pay period.

ARTICLE VI
NO STRIKE

a. **STRIKE PROHIBITED:** Neither the Association or any officer, agent or employee will sponsor, engage in, encourage, or condone any strike, sympathy strike, picketing, (except informational picketing during non-duty hours) slowdown, concerted work stoppage, refusal to work overtime, as reasonably determined by the Chief (or his designee) or any other intentional interruption of work during the term of this agreement.

b. **PENALTIES:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceedings involving breach of these provisions, the sole questions for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE VII
MANAGEMENT RIGHTS

The City possesses the sole right to operate the Police Department and all management rights repose in it. These rights include, but are not limited to, the following:

A. To direct all operations of the Department.
B. To establish reasonable work rules and schedules of work.
C. To create, combine, modify and eliminate positions within the Department.
D. To hire, promote, transfer, schedule and assign employees in positions within the Department.
E. To suspend, demote, discharge and take other disciplinary action against employees.
F. To relieve employees from their duties.
G. To maintain efficiency of department operations.
H. To take whatever action is necessary to comply with State or Federal law.
I. To introduce new or improved methods or facilities.
J. To change existing methods or facilities.
K. To determine the kinds and amounts of services to be performed as pertains to department operations, and the number and kind of classifications to perform such services.
L. To contract out for goods or services.
M. To determine the methods, means and personnel by which department operations are to be conducted.
N. To take whatever action is necessary to carry out the functions of the department in situations or emergency.

ARTICLE VIII
SENIORITY

Seniority shall be based on rank (Sergeant) and time within the rank. Seniority shall be the basis for determining vacation and compensatory time off. Seniority will not be based on time within the bargaining unit.

ARTICLE X
SWITCHING DAYS

The switching of workdays will be allowed between command officers only.

1. When two command officers agree to switch, it is the responsibility of the officer who agreed to switch to report as scheduled or find a replacement at no additional cost to the City.

ARTICLE XI
NOTICE OF SEVERANCE OR RETIREMENT

Two (2) weeks' notice must be given to the City in the event that an employee voluntarily resigns their employment with the City.

A sixty (60) calendar day notice must be given to the City in the event of retirement, unless the departure is for employment to an agency other than a contributor to the Wisconsin Retirement Fund (WRF). If these notices are not provided in accordance with this section, the accrued vacation under Article 4, I. Vacation, and Article 4, M. Severance Pay, would be forfeited. This section shall not apply in the event of a catastrophic illness or injury.

ARTICLE XII
DURATION

The terms of this ordinance are effective from January 1, 2023 through and including December 31, 2023.

ARTICLE XIII
AMERICANS WITH DISABILITIES ACT

The Employer and the Union agree to comply with the Americans with Disabilities Act. The Employer and the Union mutually agree that an individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodation as defined in the Act. In the event the Employer finds it necessary to accommodate the disability of an applicant or employee whose work is within the parameters of Ordinance No. 1720, the Employer may modify job responsibilities, job assignment or work schedule. The Employer will inform the Union of the need and the reasons therefore. The Employer and the union will discuss and work what is necessary to accommodate the disabled employee.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____day of _____,2022.

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **Eric Larson, City Attorney**
WI. State Bar No. 1023297

ORDINANCE NO. 2373.22
AN ORDINANCE FIXING THE SALARIES AND PROVIDING FRINGE BENEFITS FOR DEPARTMENT HEADS OF THE CITY OF CUDAHY FOR 2023

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries, and fringe benefits of the officials and employees of the City of Cudahy, commencing January 1, 2023 except where otherwise noted, shall be as follows:

WAGES AND SALARIES – NON-CLASSIFIED, EXEMPT POSITIONS

GRADE	POSITION TITLE	MINIMUM	MAXIMUM	ACTUAL	ANNUAL
J	CONFIDENTIAL ADMINISTRATIVE SECRETARY - CHIEFS OF POLICE AND FIRE	$24.10	$32.23	$32.23	$67,042.56
P	MANAGER OF INSPECTION SERVICES	$35.13	$45.17	$43.67	$90,831.00
Q	CLERK/TREASURER/DIRECTOR OF OFFICE SERVICES	$37.49	$48.20	$46.59	$96,923.46
Q	PUBLIC HEALTH OFFICER	$37.49	$48.20	$46.59	$96,923.46
Q	PUBLIC WORKS SUPERINTENDENT	$37.49	$48.20	$44.24	$92,035.00
S	DIRECTOR OF PUBLIC WORKS/SUPERINTENDENT/WATER UTILITY	$42.69	$54.89	$50.38	$104,807.04.00
	CITY ADMINISTRATOR			55.28	115,000.00

BENEFITS

The fringe benefits and longevity pay for the above employees are as follows:

1. **WORK HOURS**: The positions shall be non-classified, exempt positions. The work hours of the positions shall be a minimum of 40 hours per week. The positions shall not qualify for overtime pay (with stated exceptions)

2. LONGEVITY: The City shall pay longevity pay as follows:

A. After five (5) years of service $5.00 per month
B. After ten (10) years of service $10.00 per month
C. After fifteen (15) years of service $15.00 per month
D. After twenty (20) years of service $20.00 per month
E. After twenty-five (25) years of service $25.00 per month
F. After thirty (30) years of service $30.00 per month
G. After thirty-five (35) years of service $35.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall commence with the last payroll period in each month.

4. **LIFE INSURANCE**: See employee manual.

5. **MEDICAL & HOSPITAL INSURANCE**: See employee manual.
Retiree Health Insurance*:* See employee manual.

6. **DENTAL INSURANCE**: See employee manual.

7. **WISCONSIN RETIREMENT FUND**: See employee manual.

8. HOLIDAYS: See employee manual.

9. SICK LEAVE: See employee manual.

10. **VACATION**: The above employees shall receive 4 weeks of vacation upon hire date and 5 weeks of vacation after seven years.

While the total year's accrued vacation may be credited to the employee's payroll records in the month of January, the actual date that the full vacation is earned is on the anniversary date of the date the Employee was hired by the City Cudahy based on no break in continued employment.

In the case of the death of any employee of the City, the unused vacation allowance of such employee shall be paid to the employee's designated beneficiary. Any employee who is laid off, retired or separated from the service of the City for any reason (but not for discharge) prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. The City may elect, for reasons of efficiency and scheduling, to allow prospective scheduling of vacation for employees in the Department on or after January 1 of each year. In the event of separation from employment, any vacation which an employee has used but not earned on the date of separation from employment shall be due and owing to the City and shall be reimbursed to the City including deduction from the final paycheck(s).

11. FUNERAL LEAVE: See employee manual.

12. JURY DUTY: See employee manual.

13. SUBPOENA PAY: See employee manual.

14. SEVERANCE PAY: See employee manual.

15. **DISABILITY INSURANCE** See employee manual.

16. **MILITARY LEAVE**: See employee manual.

17. **PERSONAL DAYS:** See employee manual.

18. EDUCATION INCENTIVE PAY

Employees awarded a Masters Degree meeting the City of Cudahy requirements, shall receive a onetime "education incentive pay" of $1,000.

Education Incentive Pay Requirements

1. Degree received prior to hire date are ineligible.
2. Degree must be from a school accredited by the North Central Association of Colleges and Schools.
3. Must be employed with the City of Cudahy for a minimum of two years.
4. Employees who have previously received education incentive pay are ineligible.

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be put in force from and after its passage and publication and all wages shall be paid effective the dates stated above.

Introduced at a meeting of the Common Council of the City of Cudahy held this ____ day of _____, 2022.

Passed and approved this _____

_____THOMAS PAVLIC, Mayor

Attest:

_____

KELLY SOBIESKI, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **ERIC LARSON**
City Attorney - Cudahy
Wis. State Bar No. 1023297

ORDINANCE NO. 2374.30
AN ORDINANCE FIXING THE SALARIES OF CERTAIN NON-UNION EMPLOYEES OF THE CITY OF CUDAHY FOR 2023

The Common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries, and fringe benefits of the officials and employees of the City of Cudahy, commencing January 1, 2023 (2.0% increase) except where otherwise noted shall be as follows:

Public Works: Salary increases are not automatic and based on performance

PUBLIC WORKS (Hourly)	I	II	III	IV	V
DPW Foreman	31.81	32.85	34.41	35.99	37.55
Head Mechanic	32.44	33.37	34.16	35.02	36.38
Mechanic	27.64	29.26	30.93	31.95	32.44
Journeyman/Master Electrician	31.29	32.85	34.94	35.98	36.85
Lead/Arborist w/Cert.	28.56	30.09	31.62	32.64	34.21
Service Worker	25.03	26.07	27.64	28.67	30.32
PT Recycling Center Attndt.					22.95
PT Building Maintenance (Library-City Hall)	20.40	21.42	22.44	23.46	24.94
Seasonal Employees (per season)	14.34	16.17	18.25	19.30	20.86

WATER UTILITY (Hourly)	I	II	III	IV	V
Lead Purification Plant Operator	31.18	31.85	32.90	33.94	35.09
Purification Plant Operator	26.34	28.11	29.67	31.18	32.49
Utility Serviceman II (lead distribution)	31.18	31.85	32.90	33.94	35.09
Utility Serviceman I w/o certification	25.03	25.53	26.62	27.94	28.26
Utility Serviceman I	25.65	26.75	28.37	29.72	31.29
Utility Billing Admin Clerk	22.95	24.25	25.55	26.86	28.16

ENGINEERING (Hourly)	I	II	III	IV	V
Engineering Utility Project Supervisor	37.02	38.06	39.10	40.15	42.25
Engineer	27.64	29.20	31.29	33.37	35.47
Engineering Technician – General	25.03	26.07	28.16	29.20	30.24
Engineering Technician – Specialized	27.64	29.20	31.70	33.37	34.20
Engineering Intern	17.73	19.30	20.86	21.90	22.95

JANITORIAL (Hourly)	I	II	III	IV	V
Custodial-Municipal	15.92	19.16	20.40	23.67	24.88

CLERICAL (Hourly)	I	II	III	IV	V
Deputy Clerk/Treasurer	28.19	30.03	31.88	33.15	34.77
Clerk I-General Office Clerk	16.67	20.03	21.76	22.19	23.89
Clerk II-General Office Clerk	19.50	21.28	22.54	23.02	25.23
Police and Fire Clerk	18.64	22.32	23.84	25.42	26.99
Court Clerk	17.57	20.99	22.25	23.56	24.87
Inspection Clerk	17.57	21.20	22.49	23.79	25.10
Bookkeeping Clerk/IS Support	19.05	22.72	24.02	25.31	26.56

FINANCE					
Accounting Clerk/Clerk II	24.34	26.07	27.81	29.54	31.29
Finance Clerk/Deputy Comptroller	30.67	31.20	31.73	32.27	32.80

DISPATCH					
Emergency Service Dispatcher	19.34	22.82	23.49	24.08	25.49
Lead Dispatcher/Trainer					27.65

	I	II	III	IV	V
P/T Court Clerk *benefits prorated					18.05
P/T NPO Clerk					16.49
P/T Fire Dept Clerk * benefits prorated					20.29
P/T School Resource Officer					26.52
P/T Seasonal Crossing Guard					13.00
P/T Seasonal Lead Crossing Guard					15.00

CSO'S					
P/T Community Service Officer	16.55	17.66	18.82		
P/T Maintenance Inspector/Community Service Officer				23.18	23.64
P/T Asst. Maintenance Inspector/Community Service Officer					15.13
P/T Court Liaison Officers				24.02	28.72

INSPECTION (Hourly)	I	II	III	IV	V
Neighborhood Preservation Off P/T					22.73
Electrical Inspector/Assistant Bldg. Insp.	33.60	34.56	35.53	36.48	37.43
Plumbing Inspector	24.92	24.37	28.10	28.79	29.78
$30.00 per Inspection $500 retainer					32.55
P/T Adm. Clerk Zoning/Econ. Dev/Insp					19.30

COMMUNITY DEVELOPMENT (Hourly)					
Community Development Associate P/T					22.08

*this position has prorated paid holidays

ECONOMIC DEVELOPMENT (Hourly)

Planning Technician Aide			21.42 - 23.46		

**HEALTH DEPT. (Hourly)

Public Health Nurse	34.72	36.73	38.74	40.44	41.54
Public Health Manager	33.50	34.25	35.00	35.70	36.41
Public Health Specialist	26.82	27.57	28.77	29.94	31.11
Nurse Practitioner	50.81	52.56	54.06	55.14	56.38
Office Assistance	21.73	22.16	22.61	23.55	24.99
Public Health Liaison	28.05	29.00	29.59	30.17	31.68
Contact Tracer	20.00	21.00	22.00	23.00	24.00
Vaccinator	31.62	32.64	33.66	34.68	35.70

Section 2. All ordinances or parts of ordinance contravening the provisions of this ordinance are hereby repealed.

Section 3. If any part or parts of this ordinance are invalid, it shall not invalidate the entire ordinance.

Section 4. This ordinance shall take effect and be put in force from and after its passage and publication and all wages shall be paid effective the dates stated above.
Introduced at a meeting of the Common Council of the City of Cudahy held this _____ day of _____, 2022.

Passed and approved this _____

_____
THOMAS PAVLIC, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk/Treasurer

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **ERIC LARSON**
City Attorney - Cudahy
Wis. State Bar No. 1023297

RESOLUTION NO. 7180.7

RESOLUTION ADOPTING CITY FEE SCHEDULE

WHEREAS, Cudahy Municipal Code Sec. 2-294 references the adoption of a City fee schedule, as adopted from time to time; and

WHEREAS, the City Fee Schedule needs review and updating in order to maintain consistency and fairness to City of Cudahy residents and property owners over time.

NOW, THEREFORE, BE IT RESOLVED, the City of Cudahy Common Council, after input by City Department Heads, the attached Cudahy, Wisconsin Fee Schedule is hereby adopted and a copy shall be placed on file with the City of Cudahy, Wisconsin Municipal Clerk.

Passed and approved by the Common Council of the City of Cudahy this 20th day of December, 2022.

_____

THOMAS PAVLIC, Mayor

Attest:

_____

KELLY SOBIESKI, City Clerk

Approved as to form: **Eric Larson**, City Attorney - Cudahy
Wis. State Bar No. 1023297

CUDAHY, WI

FEE SCHEDULE

January, 2023

	ADMINISTRATION	
	Records requests:	
	If total cost estimated exceeds $5.00 prepayment is required per statute 19.35(3)(f) in the amount of estimated cost. Necessary cost of mailing, shipping via special delivery, next day delivery or any other fees involved with a delivery service will be charged to the requestor. Should the cost of locating a record retained by the City exceed $50.00, that cost will be charged to the person making the request per state statute 19.35(3)(c)	
	City-wide data files	$75.00
	Engineering plan sheet copy or any other copies of unusual size or which cannot be copied	Actual and necessary cost of photographing and photographic processing
	Photocopies	$0.25
	Photographs	$2.00 per print
	Search Hours	$22.03 per hour if costs exceed $50.00
	Transcripts	$12.00 per page
	Video/Audio CD	$10.00 per CD
	Title Search Fee	$50.00 per property
	Title Search Fee RUSH	$100.00 per property
	ANIMALS	
	Dog/Cat license	
	Neutered	$12.00
	If 5 months of age after July 1 of license year	$6.00
	Late Fee	$6.00
	Unneutered	$24.00
	If 5 months of age after July 1 of license year	$12.00
	Late Fee	$12.00
	Make application in Health Department	$50.00
	DEPARTMENT OF ECONOMIC DEVELOPMENT, ZONING AND INSPECTION FEES	
	Economic Development Fees	
1.	**Document Sales**	
	a. Zoning Code (Chapter 44)	$25.00
	b. Land Division and Subdivisions (Chapter 36)	$10.00
	c. Comprehensive Plan	$15.00
	d. Design Guidelines	$10.00

2.	**Plan Commission Review (Plan Commission Plan Approvals are valid for a six month period, unless otherwise indicated or specified by permit)**	
	a. Multifamily and building plan review	$350.00
	b. Commercial site and building plan review	$350.00
	c. Industrial site and building plan review	$350.00
	d. Landscaping plan review	$150.00
	e. Sign plan & design review	$150.00
	f. Amendment to approved plan review	$150.00
	g. Professional Planner Fees (Ord. 2489)	$
3.	**Subdivision Fees**	
	a. Preliminary subdivision plats	$475.00
	b. Final subdivision plats	$300.00/lot
	c. Certified Survey Maps	$350.00~~300.00~~
	d. Affidavit of Correction	$275.00
4.	**Tax Increment Financing (TIF) District Financing**	
	A filing fee of $1,000 shall be charged for any application received requesting the City to create a Tax Increment Financing (TIF) District. If the district is approved, the fee shall be paid as an eligible cost identified in the Project Plan. If the district is not approved, the fee shall be waived.	$1,000 Waived if not approved
5.	**Zoning Fees**	
	a. Basic rezoning request	$300.00
	b. Planned Unit Development (PUD)	$500.00
	c. Amendment to Planned Unit Development (PUD)	$300.00
	d. Conditional Use Permit	$500.00
	e. Amendment to Conditional Use Permit	$300.00
	f. Zoning Text Amendment	$300.00
	g. Seasonal or Temporary Conditional Use Permit	$300.00
	h. Sidewalk Café – Administrator ~~Director~~ Review	$100.00~~50.00~~
	i. Permitted Temporary Uses and Special Events (i.e. banners, retail street, yard displays, tents, seasonal retail greenhouses, brat fry and similar fundraisers at business locations, etc.) ~~Director~~ Administrator Review	$50.00
	j. Board of Zoning Appeals	$300.00~~250.00~~
	k. Extension of time request for approved plans (up to an additional six month period)	$150.00~~100.00~~
	l. Zoning Use Determination	$300.00
6.	**Design Review Board**	
	The design review board shall, in addition to reviewing proposals in 1 & 2 Family Residential Districts, serve as the final review and determining body regarding matters involving the appearance of properties within the Lakeside Commons Overlay District, such as painting, roofing, siding, substitution of architectural components, public art, and shall focus its review on whether the application complies with sound aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in Section 44-792 of the CMS. In certain cases, such reviews shall be conducted jointly with the Plan Commission. Determinations and approvals shall be guided by the city's	

	adopted comprehensive plan and design guidelines manual.	
	a. Architectural Review – Principal Structures (New, additions, and alterations – 1 & 2 Family Residential.	$100.00
	b. Lakeside Commons Design Review/Joint Reviews with Plan Commission	$150.00
	c. Business Sign Design Review	$60.00
	BUILDING AND STRUCTURES – PERMITS, INSPECTIONS, REVIEWS AND SERVICES FEES	
	Permit Fees. Before receiving a permit as required under Sec. 6-4 Permit, of the City of Cudahy Municipal Code, the owner or agent for the owner shall pay a fee as specified hereafter. Fees shall be assessed in accordance with the provisions of this section. For the purposes of this fee schedule, "Residential" shall mean one- and two-family dwellings and their accessory structures only, and "Commercial" shall mean all other types of construction, including multi-family buildings or three or more units and their accessory structures.	
1.	**Minimum Fees and Calculations**	
	a. Minimum Permit Fee	
	1. Residential; unless otherwise stated in this fee schedule	$60.00
	2.Commercial; unless otherwise stated in this fee schedule	$75.00
	b. Fees are determined by using Construction Value or the Area Calculation, whichever is applicable. When fees for either method are provided below, the more reasonable fee will be determined by the Plan Reviewer or Building Inspector.	
	c. All fees in this fee schedule shall be rounded up to the nearest full dollar amount	
	d. Fees may be waived or modified for City owned properties or when work is performed by City Employees.	
	e. The Director may waive, modify or alter any permit fee as deemed appropriate to reflect actual scope of work and impact on the Department.	
	f. The Director reserves the right to refuse any permit application not accompanied by the required submittals as specified in Sec. 6-4 – Permits, of the CMC, or lacking specific additional information requested by the Department.	
2.	**Buildings and Structures**	
	a. **Residential**	
	1. New construction	$0.35/sf
	2. Additions	$0.35/sf
	3. Alterations	$0.28/sf
	4. Alterations where sq. ft. is not applicable (includes tear-off roofing with underlayment replacement, doors, windows and siding)	$12.00/$1,000 of construction value
	5. Manufactured Homes	$150/each
	b. **Commercial**	
	1. New construction; Office, retail and similar	$0.35/sf
	2. New Construction; Multi-family, condominiums and similar	$0.40/sf
	3. New Construction; Warehouses, parking ramps, manufacturing	$0.30/sf

	4. Alterations	$0.28/sf
	5. Alterations where sq. ft. cannot be calculated	$12/$1,000 of construction value
	c. **Accessory Buildings and Structures**	
	1. Residential	$0.30/sf; $200.00 min
	2. Residential Slab Only	$100.00/slab
	3. Manufactured Home Roof Coverings	$40.00/struct.
	4. Commercial	$0.30/sf; $250.00 min
	d. **Fences or required screening enclosures**	
	1. Residential	$60.00
	2. Commercial	$100.00
	e. **Pools**	
	1. Residential	$100.00/each
	2. Commercial	$250.00/each
	f. **Decks**	
	1. Residential	
	a. 100 sf or less	$75.00 each
	b. More than 100 sf	$250.00/each
	2. Commercial	
	a. 10 sf or less	$125/each
	b. More than 100 sf	$200/each
	h. **Restoration or Repair (Fire, Flood, Vehicular or Similar Damage) with no alterations**	
	1. Residential	$12.00/$1,000 of construction value; $100 min.; $500 max.
	2. Commercial	$12.00/$1,000 of construction value; $150 min.; $5,000 max
	i. **Demolition**	
	1. Residential	
	a. Interior Only	$50.00/unit
	b. Entire Building	$250.00/struct.; $2,000 bond, cash deposit and/or other sureties may be req'd per CMC Sec. 44-1262
	c. Accessory Building, Structure or Pool	$50.00
	2. Commercial	
	a. Interior Only	$100.00/unit

	b. Entire Building	$200.00/struct. Plus $0.10/sf; $2,000 max.; $10,000 bond, cash deposit and/or other sureties may be req'd per CMC Sec. 44-1262
	c. Accessory Building, Structure or Pool	$50.00
	j. **Commercial Parking Lot Repaving/Substantial Reconstruction**	
	1. 10,000 sf or less	$100.00/lot
	2. More than 10,000 sf	$250.00/lot
	k. **Commercial Reroofing or Residing**	$12.00/$1,000 of construction value; $500.00 max.
	l. **Conversion of existing building to a one- or two-family dwelling with interior work only**	$150.00
	m. **Temporary Buildings, Trailers, Structures (6 months or less)**	$150.00/struct.
	n. **Footings and Foundations Early Start Permit**	
	1. Residential	$200.00
	2. Commercial	$250.00
3.	**Mechanical**	
	a. **New or Replacement of HVAC Units**	
	1. Residential	
	a. New or Replacement Heating and Cooling Appliances (Furnaces, boilers, unit heaters, fireplaces, wood burning stoves, pellet burning appliances, air conditioners or similar)	$55.00/unit
	2. Commercial.	
	a. New or Replacement Heating Appliances (Furnaces, boilers, unit heaters, fireplaces, air handlers, heat pumps and similar)	
	1. 200,000 btu input or less	$75.00/unit
	2. More than 200,000 btu input	$150.00/unit
	b. New or Replacement cooling Appliances (Air conditioners, Chillers and similar)	
	1. 5 ton cooling or less	$75.00/unit
	2. More than 5 ton cooling	$150.00/unit
	c. Combination heating and cooling units	$150.00/unit
	d. Permit fee may include minor ductwork associated with connecting a replacement unit to an existing duct system, or other minor ductwork at the discretion of the Building Inspector	
	b. **Distribution Systems**	
	1. Residential	$2.00/100 sf of

		conditioned space; $55.00 minimum
	2. Commercial	$2.00/100 sf of conditioned space; $100.00 minimum
	c. **Commercial Exhaust Systems**	
	1. Kitchen Hood Exhaust System	$175.00/hood; includes makeup air unit
	2. Vehicle Repair or Storage Exhaust System	$150.00/exhaust fan; includes makeup air unit
	3. Spray Booth or Paint Mix Room Exhaust System	$100.00/booth or room
	4. Other Industrial Exhaust System	$150.00/unit
4.	**Plan Review**	
	a. Residential	
	1. New dwelling	$500/dwelling; (includes DSPS permit seal)
	2. New manufactured home in manufactured home park	$150.00/unit
	3. Additions	
	a. 150 sf or less	$50.00
	b. More than 150 sf to 400 sf	$100.00
	c. More than 400 sf	$150.00
	4. Alterations or Repairs	
	a. 400 sf or less	$50.00
	b. More than 400 sf to 1,000 sf	$100.00
	c. More than 1,000 sf	$150.00
	5. Decks	$50.00
	6. Revisions to previously approved plans	$50.00
	7. Footings and Foundations Early Start Review	$100.00
	b. Commercial – The Department exercises its commercial plan review authority as a delegated municipal agent with DSPS for commercial plan reviews as follows: **All plans for new commercial buildings, additions or alterations involving a structure in excess of 25,000 cubic feet in volume shall be submitted to the DSPS plan review division.** Two sets of original, stamped, state-approved plans are required to be submitted locally prior to the issuance of any Department permit subject to this process. Certain minor alterations or temporary uses may not require DSPS submittal per the Director's determinations. In addition, plans for the following occupancies must be submitted to DSPS for plan review irrespective or project size; apartment buildings, motels, hotels, theaters, churches or institutional care facilities.	
	1. New construction, additions and alterations; including accessory buildings (buildings less than 25,000 cf)	$100.00
	2. Alterations (buildings in excess of 25,000 cf)	
	a. For minor alterations only as determined by Building Inspector or Plan	$50.00

	Reviewer involving buildings between 25,000 and 100,000 cf	
	3. Decks	$50.00
	4. Revisions to an approved plan	$75.00
	5. Exterior Lighting Plans (with or without review of photometric surveys)	
	a. 10,000 sf of lit area or less	$75.00
	b. More than 10,000 sf of lit area to 50,000 sf of lit area	$150.00
	c. More than 50,000 sf of lit area to 100,000 sf of lit area	$300.00
	d. More than 100,000 sf of lit area	$500.00
	6. Footings and Foundations Early Start Review	$250.00
	7. Temporary regulated objects (portable structures, tents, etc.)	$50.00
5.	**Occupancy Permit** (inspections required for Change in Occupancy/New Occupancies in existing buildings include by default review of building and site conformance to all applicable sections of Chapter 44 of the CMC. Occupancy permits may be withheld until conformance to Chapter 44 requirements and all applicable building codes is met, or plans to effectuate such conformance are approved by Plan Commission regarding building and site conditions-specifically, but not limited to driveway locations, loading and unloading, highway access, traffic generation and circulation, parking, drainage, sewerage and water systems, and utilization of landscaping and open space. A performance bond may be required by the Plan Commission to insure completion of approved plans)	
	a. Residential Units	
	1. New, completely rehabbed, or converted One or Two-Family	$50.00/unit
	2. Multi-Family, condominium, hotel, apartments and similar	$15.00/unit
	3. Occupancy or change of owner/tenant of manufactured home	$35.00
	4. Temporary occupancy	$100.00/bldg.
	5. Home Business Occupancy Permit	$50.00
	b. Business/Industrial Occupancy	
	1. New Occupancy, Change in Occupancy (with or without alterations)	
	a. 1,000 sf or less	$150.00
	b. More than 1,000 sf to 2,500 sf	$250.00
	c. More than 2,500 sf to 10,000 sf	$400.00
	d. More than 10,000 sf	$600.00
	2. Amendment to Existing Occupancy Permit (no inspection req'd)	$75.00
	3. Replacement of Business Occupancy Certificate	$20.00
	4. Conditional Occupancy Permit	$100.00
	5. Extension of Conditional Occupancy Permit	$50.00/ext.
	6. Occupying Business Without Permit	Triple Permit Fee
	7. Temporary Occupancy Permit (not to exceed 30 days)	$100.00
	8. Cancellation of a Business Occupancy application more than 24 hours prior to the scheduled inspection appointment.	Fee in excess of $50 may be refunded
6.	**Signs**	
	a. Permanent Wall, Monument or other Ground Signs	
	1. Fifty (50) sf or less	$50.00
	2. More than 50 sf to 100 sf	$100.00
	3. More than 100 sf to 200 sf	$150.00

	4. More than 200 sf	$200.00
	b. Canopies or Awnings	$75.00/canopy or awning; $225.00 max per building
	c. Temporary Sign	$50.00
	d. Sandwich Board Sign	$100.00 annual fee
7.	**Special or Additional Fees and Charges**	
	a. After Hours Inspection	$200.00/inspector
	b. Re-inspection fee	$100.00/occ
	c. Failure to Call for Inspection	$100.00
	d. Work started prior to permit issuance	Three times permit fee. $300.00 min.
8.	**Fees for other Department Activities**	
	a. Written Report for Building or Zoning Inquiry	
	1. Residentially Zoned Parcel	$100.00/parcel
	2. Commercially Zoned Parcel	$200.00/parcel
	b. Request for assignment of building number	$25.00/unit
	c. Moving Building Across Public Way	$500.00/struct.
	d. Board of Appeals Variance Request	$150.00
	e. Permit Refund	
	1. Work Not Started	Fees in excess of $150. Or half of permit fee, whichever is greater
	2. Work Started	Refund amount determined by Dir. based on amount of work done by staff and inspections performed.
	f. Posting/Placarding Property	
	1. Nuisance Abandoned Building Posting	$300.00/struct.
	2. Unfit for Human Habitation	$100.00/unit
	3. Unlawful Occupancy	
	a. Commercial	$200.00/unit
	b. Residential	$100.00/unit
	PLUMBING PERMIT FEES	
	Building drain (per 100 feet)	$55.00
	Failure to call for final inspection	$40.00
	Information at job site	$50.00
	Re-inspection (each inspection)	$55.00
	Sanitary sewer (per 100 feet)	$55.00
	Septic tank abandonment	$100.00
	Special inspection appointment (each inspection)	$80.00
	Sprinkler main connect	$55.00
	Storm sewer (per 100 feet)	$55.00
	Water distribution (new and replacement)	$55.00

	Water heater (replacement)	$40.00
	Water service (per 100 feet)	$55.00
	Well abandonment	$100.00
	Well operating permit	$100.00
	Minimum fee	$55.00
	PLUMBING INSPECTION FEES	
	Automatic washer connection	$11.00
	Backflow preventer	$11.00
	Bar sink	$11.00
	Bath tub	$11.00
	Catch basin	$11.00
	Conductor	$11.00
	Dishwasher	$11.00
	Drinking fountain	$11.00
	Floor/hub drain	$11.00
	Garbage disposal	$11.00
	Grease trap	$11.00
	Hose bib/sprinklers	$11.00
	Kitchen sink	$11.00
	Laundry trays	$11.00
	Manholes	$11.00
	Mop sink	$11.00
	Sewer ejector	$11.00
	Shower stall	$11.00
	Stack connection	$11.00
	Studor vents	$11.00
	Sump pump	$11.00
	Toilet or water closet	$11.00
	Urinal	$11.00
	Wash basin/lavatories	$11.00
	Wash fountain	$11.00
	Water heater (new)	$11.00
	Water softener	$11.00
	Other, including service sinks, conductors, boiler connections, dental fixtures, etc.	$11.00
	PERMIT FEES	
	Wiring for light, heat or power in any one building or structure	$1.00 each
	Fixtures in any one building or structure	$1.00 each
	Fluorescent light fixtures	$1.00 each
	Range outlets	$10.00 each
	Garbage grinding and disposal unit	$10.00 each
	Dishwasher	$10.00 each
	Clothes dryer	$10.00 each
	Electric water heater	$10.00 each
	Gas burner, oil burner or stoker	$0.30 per horsepower with

		a $20.00 minimum, each
	Refrigeration, air conditioning or cooling, and similar machine	$0.30 per horsepower with a $20.00 minimum, each machine
	Feeder or sub-feeder #8 A.W.G. or larger	$10.00 per 100 amps
	Temporary service permits for temporary lighting and power for construction work etc. for six months or less	$25.00
	Service Equipment:	
	Each service switch/disconnect	$10.00
	Service Conductors, each service:	
	0-100 amps	$75.00
	101-600 amps	$100.00
	601 amps and above	$200.00
	Installation of motors	$1.00 per horsepower or fraction thereof
	Fuel dispensing pumps, water pumps	$25.00 each
	Rectifiers, transformers and generators	$1.00 each, per kilowatt
	Space heating devices, miscellaneous	$7.00 each
	Dimmers per 1,000 watts	$7.00 each
	Power receptacles, 230 volts:	
	20-30 amps	$7.00 each
	Over 30 amps	$7.00 each
	Wireways, busways, underground raceways, auxiliary gutters	$1.00 per foot
	Arc, mercury, searchlights, sodium etc	
	Studded lights per outlet, stage lights	
	X-ray machines, motion picture machines	
	Signs	
	Incandescent	$0.20 each socket with $60.00 minimum
	Fluorescent or gas tube	Fluorescent or gas tube: $1.00 each transformer with $60.00 minimum
	Swimming pool wiring, inground pools	$50.00 each
	Aboveground pools, hot tubs	$35.00 each
	Fire alarm systems	$7.00
	Smoke detectors	$1.00 each
	Failure to call for final inspection	$50.00
	Re-inspection	$50.00
	Work started before permit, double fees. If the licensee shall fail to obtain a permit before an electrical installation has been started, except in emergency cases, the total fees for such permit shall be double the regular fee with a minimum base fee.	Minimum base fee: $110.00
	Minimum charge for any one permit	$55.00

	Work completed without a permit shall be triple fee plus a minimum base fee	Minimum base fee: $165.00
	Installing, repairing, or maintaining electrical wiring, apparatus, or equipment for elevators and escalators	$35.00 per car
	Installing, repairing, or maintaining equipment or systems that operate at 100 volts or less	$2.00 per communication outlet with a $55.00 minimum
	Affidavit permit application	$25.00 base fee, plus the line item
	Building, plumbing, and electrical administrative fees:	
	Administrative processing fee for each application for permit and/or inspection	$15.00
	Property Maintenance Appeals Board	
	Appearance before property maintenance board	$25.00 and complete the application supplied by the City
	NEIGHBORHOOD PRESERVATION	
1.	**Owner or agent property disclosure – Non-Owner Occupant Residential**	
	Initial registration fee	$10.00 per building (one-time fee)
	Change in owner information	$10.00 per building (one time fee)
2.	**Vacant building registration**	
	Initial registration fee and inspection	$75.00/unit (one time fee)
	Change in owner information	$75.00/unit (one time fee)
3.	**Non-compliance Code Enforcement**	
	First Offense	$50.00
	Continuing Offenses	$200.00/monthly
4.	**Program statutory inspection when requested by owner/agent**	$90.00/bldg.
	BUSINESSES	
1.	**License Fees**	
	Arcades and amusement devices:	
	a. Operator	$500.00
	b. Owner	$50.00
	c. Attendant	$50.00
	d. Registration	$30.00
	e. Supplier	$550.00 (plus $40 per machine tag)
	f. Duplicate	$20.00
	g. Transfer	$50.00
	h. Amusement operator (tavern/restaurant)	$50.00
	i. Transfer a tavern amusement license	$25.00
	j. Pool and billiard halls	$40.00/table
	k. Billiard tables	$20.00/table

2.	**Bartender Licenses**	
	a. Bartender license/Temporary bartender license	$30.00 plus $15.00 background check plus $2.00 per additional last name
	b. Provisional bartender license	$15.00 plus $15.00 background check plus $2.00 per additional last name
	c. Manager's license	$25.00
3.	**Liquor Licenses**	
	a. Class A liquor	
	1. New – in addition to a police department background processing fee for each name on the application, each member of the partnership or corporate officers, and publishing fee.	$1,225.00
	2. Renewal	$800.00
	b. Class A malt	
	1. New – in addition to a police department background processing fee for each name on the application, each member of the partnership or corporate officers, and publishing fee.	$450.00
	2. Renewal	$300.00
	c. Class B liquor	$500.00
	d. Class B malt – in addition to a police department background processing fee for each name on the application, each member of the partnership or corporate officers, and publication fee.	$100.00
	e. Class B combination (tavern)	$600.00
	f. Class C winery	$100.00
	g. Provisional liquor license	$15.00
	h. Underage tavern license	$50.00
4.	**Other licenses**	
	a. Dance hall (public 900 sq. ft.)	$150.00
	b. Dance hall (tavern)	$250.00
	c. Special occasion dance permit	$20.00
	d. Entertainer	$30.00 plus $15.00 background check with additional $2.00 per name
5.	**Theaters and movies**	
	a. Seats for 200 and less	$75.00
	b. Seats over 200 but under 500	$100.00
	c. Seats over 500 but under 1,000	$150.00
	d. Seats over 1,000	$200.00
6.	**SOB establishments**	
	a. New	$1,000

	b. Renewal	$900.00
	c. SOB employees	$30.00
7.	**Close out sales**	
	a. 15 days	$50.00 plus $25.00 per $1,000 inventory
	b. 30 days	$75.00 plus $25.00 per $1,000 inventory
	c. 60 day	$100.00 plus $25.00 per $1,000 inventory
	d. Cost price of inventory	$25.00
	e. Supplemental	$25.00
	f. Duplicate license	$20.00
	g. Reinstatement fee	$25.00
8.	**Peddler/Transient Merchants/Hand Bills**	
	a. Hand bills	$50.00 plus $10.00 per distributor
	b. Peddler	$150.00 plus $15.00 background check per person
	c. Transient Merchant	$350.00 plus $500.00 bond
	d. Peddler (junk)	$150.00
9.	**Cable communication systems**	
	Application Fee	$1,500
	Penalty	$1,000
10.	**Miscellaneous Licenses**	
	Auto title loan stores	$500.00
	Each additional track	$100.00
		0.00
	Bowling alley	$150.00 (plus $20.00 per lane)
	Check cashing/loan/title loan stores	$500.00
	Christmas Tree Sales	$50.00 plus $150.00 deposit
	Circus/menageries/carnivals	$150.00 application plus $650.00 bond
	Coin, stamp and gun dealers	$500.00
	Farmer market	$5.00 per day
	Go-karts, mini bikes, mopeds and other unlicensed motorized vehicles	
	a. First track	$200.00
	Live music	$100.00
	Live music/entertainment establishment	$35.00
	Newspaper boxes/per box	$20.00
	Pawnshops	$200.00
	Pet grooming shops	$200.00

	Pet store	$100.00
	Precious stones and metals	$500.00
	Premises show license	$250.00 plus $50.00 per occasion
	Rent-to-own Stores	$500.00
	Salvage yard	$300.00
	Secondhand antique and collectable store	$200.00
	Secondhand articles	$500.00
	Secondhand video games, software and equipment stores	$200.00
	Skating rink	$250.00 (per rink)
	Special Beer/Picnic License	$10.00
	Used auto dealer	$300.00
10.	**Processing Fees**	
	Police background check	$15.00 plus $2.00 per additional last name
	Liquor license legal notice at renewal (group)	$15.00
	Individual publication	$30.00
	Charitable, religious and political solicitations	No fee required
	HEALTH	
1.	**Hotel Occupancy Tax**	
	Application for permit	$300.00
	Renewal or issuance of previously suspended or revoked permit	$600.00
	Late filing fee for delinquent tax returns	Equal to 300 percent of the room tax for the prior 12 months but not less than $100.00 nor more than $1,000.00
	Hotel permit and occupancy card	$10.00
2.	**Roominghouse permits**	
	Type I roominghouse	$175.00
	Type II roominghouse	$300.00
3.	**Mobile homes and mobile home parks**	
	Each space	$100.00/50 sites or fraction thereof
	Surety bond per each 50 mobile homes or fraction thereof	$1,000.00
	Transfer of license	$10.00
4.	**Environmental Sanitarian**	
	Pet fancier permit	$50.00 +$5.00 per animal
	Tattoo or body piercing establishment license	$320.00
	Combination tattoo/body piercing establishment	$358.00
	Pre-inspection fee per original tattoo or body piercing establishment	$214.00

5.	**Weights and Measures**	
	Petroleum pump (per pump/grade	$21.00
	Weighing or measuring device (0-30 per device)	$36.00
	Weighing or measuring devices (31-1000 per device)	$56.00
	Timing device (per device)	$16.00
	Linear meter (per device)	$16.00
	Register scanners (w/out scale, per device)	$9.00
	Duplicate permit	$18.00
	1st Re-Inspection	$110.00
	2nd Re-Inspection	$212.00
	Subsequent Re-Inspection (per Inspection)	$422.00
	Late Fees	
	1-10 days	25% of fee
	11-30 days	50% of fee
	31-45 days	100% of fee
	Over 45 days	Closure notice
1.	**FIRE PREVENTION AND PROTECTION**	
	Fire Inspection Fees	
	Residential	
	3 or more units	10
	Commercial	
	Under 1,000 sq. ft.	$20
	1,000 – 5,000 sq. ft.	$30
	5,000 – 25,000 sq. ft.	$60
	25,000 – 100,000 sq. ft.	$120
	100,000 – 150,000 sq. ft.	$160
	150,000 – 200,000 sq. ft.	$200
	200,000 – 250,000 sq. ft.	$240
	250,000 – 375,000 sq. ft.	$300
	375,000 – 500,000 sq. ft.	$360
	More than 500,000 sq. ft.	$360 plus $50 per each additional 25,000 sq. ft. over 500,000 sq. ft.
	Industrial	
	Under 5,000 sq. ft.	$60 per unit
	5,000 – 25,000 sq. ft.	$120 per unit
	25,000 – 100,000 sq. ft.	$180 per unit
	100,000 – 175,000 sq. ft.	$300 per unit
	175,000 – 225,000 sq. ft.	$550 per unit
	225,000 – 350,000 sq. ft.	$600 per unit
	350,000 – 500,000 sq. ft.	$800 per unit
	More than 500,000 sq. ft.	$800 per u nit plus $50 per unit per each 25,000 sq. ft. over 500,000 sq. ft.

	Churches and schools	
	Under 1,000 sq. ft.	$20 per unit
	1,000 – 5,000 sq. ft.	$50 per unit
	5,000 – 25,000 sq. ft.	$100 per unit
	25,000 – 100,000 sq. ft.	$200 per unit
	100,000 -250,000 sq. ft.	$300 per unit
	250,000 – 500,000 sq. ft.	$400 per unit
	500,000 – 1,000,000 sq. ft.	$600 per unit
	Over 1,000,000 sq. ft.	$1000 per unit
	Permit fees	
	Any change in use or occupancy permit	$300.00 per occupancy
	Blasting	$100.00 per project
	Bonfires	$50.00 per fire
	Fireworks	$50.00 per event
	High piled storage permit	$300.00 per permit
	Open burning	$25.00 per year
	Other fees	
	Fire sprinkler, fire control and/or fire suppression system basic plan review per system and review. (This fee is charged for systems without hydraulic calculations	$250.00 per unit
	Fire sprinkler, fire control and/or fire suppression system plan review with one set of hydraulic calculations (This fee is charged for each separate floor and/or area of a building) per system and review	$325.00 per unit
	Additional reviews of the same fire sprinkler system and/or hydraulic calculation (This fee applies to all re-submittals)	$250.00
	Verification of additional hydraulic calculations. Excluding all calculations utilizing the Darcy-Weisbach calculation method. (This fee is charged for each additional set of hydraulic calculations required by the AHJ).	$210.00 per unit
	Verification of additional hydraulic calculations utilizing the Darcy-Weisbach calculation method which is required for all anti-freeze systems. (This fee is charged for each additional set of hydraulic calculations required by the AHJ).	$210.00 per unit
	Site inspection of all types of fire protection systems during installation. NOTE: Fire protection systems may NOT be concealed prior to inspection. Inspections are required for all installations.	$110.00/hour per unit
	Witness final acceptance tests of fire protection systems (2-hour minimum).	$110.00/hour per unit
	Modifications to existing sprinkler systems	
	Minimum fee for a system modification without hydraulic calculations	$125.00 per unit
	Fee per sprinkler up to 15 sprinklers without hydraulic calculations	$10.00 per unit
	Fee per sprinkler up to 15 sprinklers with hydraulic calculations	$325.00 per unit
	Modification of existing systems with 16 or more sprinklers	$325.00 per unit
	Fire pumps per review	$300.00 per unit
	Fire sprinkler system underground mains including combination mains	
	0 to 999 feet	$275.00 per unit
	1,000 feet or more	$300.00 per unit

	Fire hose and/or standpipe hose connections	$10.00/outlet per unit
	Other fire protection fire control and/or fire suppression systems	$300.00 per unit
	Fire alarm systems per control panel per review	$250.00 per unit
	Fire alarm system alarm notification devices (both audible and visual), manual pull stations, initiating devices; this includes smoke, heat, flame, ionization, photoelectric detectors, water flow devices and all monitoring devices per review	$50.00 up to three $10.00/additional per unit
	Witnessing of all required tests (two-hour minimum per test)	$125.00/hour per unit
	Inspections during installation (two-hour minimum per system)	$125.00/hour per unit
	Fire protection consulting on systems and/or for occupancies or permits (two-hour minimum)	$125.00/hour one hour minimum per unit
	Tests and Inspections of Fire Protection Systems 1. Tests and inspections must be scheduled a Minimum of 48 hours in advance. 2. Tests and inspections shall be scheduled when the contractor can assure the required work has been completed. Tests scheduled before job is complete will be charged a re-inspection fee. 3. Tests and inspections must begin within 30 minutes after the arrival of the Fire Inspector.	
	Triple Fees: Contractors starting a job without first obtaining and receiving a permit will be charged a triple fee and a stop work order will be issued.	
	Report Fees	
	Copies of Fire Investigation reports	$0.25 per page
	Copies of Fire Investigation reports – Fax Long Distance	$1.50 per page
	Copies of Fire Investigation reports – Fax Local	$0.50 per page
	Copies of Fire Investigation Pictures	$1.00 per picture
	Copies of Fire Investigation reports CD/DVD	$25.00 per disc
	Copies of Fire Investigation reports E-Mail	No charge
	LAW ENFORCEMENT	
	Fingerprinting fee	
	City residents and city employees	No Charge
	All others	$10.00
	Other fees and charges	
	Photocopying	$0.25/page (computer and non-computer) $1.00 minimum
	Arrest warrants, enforcement of same outstanding from other jurisdictions	$25.00
	Parking storage fees	
	Inside storage	$15.00 per day
	Outside storage	$10.00 per day
	False alarm fees	
	In excess of two false alarms per calendar year	$50.00 per response

	In excess of three false alarms at a single location per calendar year	$50.00 per response
	TRAFFIC & VEHICLES	
	Street Parking permit sticker	
	Two months	$28.44
	Four months	$47.40
	Six months	$66.36
	Eight months	$85.31
	Ten months	$104.27
	One year	$123.23
	Municipal Parking Lot permit sticker	
	Calendar Year (pro-rated $50.00 per month)	$600.00
	Listing of public sale of vehicles	$2.00
	NUISANCES	
	Weed/Grass abatement	Min. fee $185.00 or (actual cost of abatement + $25.00 administrative cost whichever is more.
	Refuse/yard waste & other nuisance abatement	Min fee $ 185.00 or (actual cost of abatement + $25.00 administrative cost whichever is more
	Sidewalk snow & ice removal abatement	Min. fee $ 185.00 or (actual cost of abatement + $25.00 administrative cost.
	Wells operation permit	$500.00
	SOLID WASTE	
	Garbage collection cart/unit fee (nonrefundable)	$35.00
	Residential solid waste generators	
	Single-family structure	1 unit minimum
	Two-family structure	2 unit minimum charge
	Three-family structure	3 unit minimum charge
	Four-family structure	4 unit minimum charge
	Single-family structure	1 additional cart at one additional unit fee
	Two-family structure	1 additional cart at one additional unit fee
	Three-family structure	1 additional cart at one additional unit fee
	Four-family structure	1 additional cart at one additional unit fee
	Late payment fee	1.5%

	Residential recycling charge - minimum	
	Per cart charge	$90.00
	Single-family structure	1 cart charge
	Two-family structure	2 cart charge
	Three-family structure	3 cart charge
	Four-family structure	4 cart charge
	STREETS SIDEWALKS AND RIGHTS-OF-WAY	
	Public Right-of-Way Obstruction Permit	$35.00 (minimum + Deposit)
	Public Right-of-Way Road Closure Permit	$35.00 (minimum + Deposit)
	Special Event Barricades	$40.00 (minimum)
	Failure to obtain permit prior to obstruction or closure	$100.00 + permit fee
	Public Right-of-Way Excavation Permits (small scale work)	$150.00 + Deposit
	Public Right-of-Way Excavation Permit (large scale work)	$150.00 + $75.00/hr Review + Deposit
	Public Right-of-Way (Driveway Approach/Public Sidewalk/Curb & Gutter Construction)	$150.00 + Deposit
	Failure to obtain Right-of-Way permit prior to work	$150.00 + permit fee + permit fee
	Dumpster permit (in Right-of-Way)	
	First week	$50.00
	Second week	$75.00
	Third week and beyond-per week	$100.00/week
	Failure to obtain permit prior to placing dumpster in Right-of-Way	$25.00 + permit fee
	Public Right-of-Way Driveway Approach/Public Sidewalk/Curb & Gutter Construction	$150.00 + Deposit
	Failure to obtain permit prior to closure	$150.00 + permit fee
	Fill Permit	
	First 90 days	$375.00
	Renewals	$300.00
	Failure to obtain permit prior to closure	$100.00 + permit fee
	Natural drainage ditches	$35.00
	SUBDIVISIONS	
	Charge to reimburse city for final plat review	$300.00
	Certified Survey Map	
	Charge to reimburse city for costs and disbursements incurred	$150.00
	UTILITIES	
	Water Rates	

	Fire Hydrant Use	$45.00 plus water consumption at established rates
	Storm Water Management Plan Application & Review	$150.00 + Administrative/Engineering costs for review/oversight
	Erosion Control Application and Permit	
	Single & 2-Family	$100.00/lot
	Anything exceeding 2-Family	$200.00 + review & inspection
	Violation of erosion control requirements	$200.00 per inspection

RESOLUTION NO. 7514

A RESOLUTION TO RECOGNIZE THE DEDICATED SERVICE TO THE CITY OF CUDAHY BY GREGORY WITKOWSKI

WHEREAS, ***GREGORY WITKOWSKI*** is retiring from the City of Cudahy on December 14, 2022 after having served over thirteen years as Care for Cudahy Inspector, and

WHEREAS, ***GREGORY WITKOWSKI*** has served and continues to serve as a volunteer member of the Rules, Laws and License Committee, and

WHEREAS, ***GREGORY WITKOWSKI*** found a passion for his second career as the Care for Cudahy Inspector through his volunteer service as a member of the Rules, Laws and License Committee, and

WHEREAS, ***GREGORY WITKOWSKI*** served as the Care for Cudahy Inspector beginning May 18, 2009, and

WHEREAS, ***GREGORY WITKOWSKI*** is the longest serving Care for Cudahy Inspector to date, and

WHEREAS, ***GREGORY WITKOWSKI*** performed over 10,000 inspections compiling over 20,000 photos of property violations, and

WHEREAS, ***GREGORY WITKOWSKI*** has played an integral part in maintaining the appearance and upkeep of Cudahy properties, and

WHEREAS, ***GREGORY WITKOWSKI*** can now enjoy his retirement knowing that he can reflect back proudly on his service to the citizens of Cudahy.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Thomas Pavlic, the Common Council of the City of Cudahy and all citizens of this community, formally recognize the dedicated service of ***GREGORY WITKOWSKI*** to the City of Cudahy and its citizens and offer our best wishes to him for a happy and healthy retirement.

_____

Thomas Pavlic, Mayor

_____

Michelle St. Marie-Boelkow, Council President

RESOLUTION NO. 7515

A RESOLUTION TO ESTABLISH LOCAL SEWER CHARGE RATES IN THE CITY OF CUDAHY FOR 2022

The Common Council of the City of Cudahy Does Hereby Resolve as follows:

This Resolution shall be effective January 1, 2022**.**

Pursuant to 66.0821(4) Wisconsin Statutes, the following local sewerage service charges have been established for the construction, reconstruction, improvement, extension, operation, maintenance, repair, and depreciation of the sewerage system, and for the payment of all or part of the principal and interest of any indebtedness incurred for those purposes, including the replacement of funds advanced by or paid from the general fund of the municipality.

Local Rate Effective January 1, 2022 Annual Sewer Connection Charge = $117.00
Sewer Volume Rate: $.6900 per 100 cubic/ft.
OR $.9225 per 1000 gallons

(MMSD Rate is separate from local rate and is established by MMSD)

Introduced at a meeting of the Common Council of the City of Cudahy, held this 20th day of December 2022.

Introduced by Alderperson _____

Passed and approved this _____day of _____, 2022

_____
Thomas Pavlic, Mayor

Attest:

_____
KELLY SOBIESKI, City Clerk

ADOPTED_____
APPROVED_____
PUBLISHED_____
Approved as to form:
Eric Larson, City Attorney
WI. State Bar No. 1023297

2023 Utility Rates & DPW Fees

All Water Sewer rates in 100 Cubic Foot units (CCF)	Annual Rate/Fee	per 2 month billing cycle	Annual on Tax Bill	% change from 2022
Garbage Cart = 1 residential unit	$35/cart		$ 35.00	0
Recycling Cart = 1 residential unit	$90/cart		$ 90.00	0
Sanitary Sewer				
Local Charge Volume Rate	$.69/CCF			2.24%
Connection Charge	$117.00	$19.50		1.72%
MMSD Charge				
MMSD volume rate	$1.86/CCF			2.20%
MMSD Connection Charge	$40.00	$6.67		9.30%
Storm Sewer ERU=2700 sf	$96/ERU	$16.00		1.05%

Impact to Average User per 2 month bill	USE CCF	2022 Sewer Charge	2023 Sewer Charge	Change	2022 Storm Charge	2023 Storm Charge	Change
Residential	12.5	$56.40	$58.04	$1.64	$15.83	$16.00	$0.17
Medium Commercial	155	$411.24	$421.42	$10.18	$257.24	$260.00	$2.76
Public Authority (i.e. school)	62	$179.66	$184.27	$4.61	$787.07	$795.52	$8.45
Large Industrial	5950	$14,841.60	$15,198.67	$357.07	$258.82	$261.60	$2.78

Estimated Revenue Increase By Income Center	
Local Sewer	$32,696
MMSD Sewer	$36,447
Stormwater	$15,377