



**Meeting:** Town Board of Supervisors  
**Place:** 1293 Washington Avenue, Cedarburg  
**Date/Time:** January 3, 2024 – 7:00 P.M.\*  
**Web Page:** [www.town.cedarburg.wi.us](http://www.town.cedarburg.wi.us)  
**Posted:** December 29, 2023

\*This meeting will also be held remotely online. For remote access, see the instructions in the meeting packet or email [eryer@town.cedarburg.wi.us](mailto:eryer@town.cedarburg.wi.us) for information.

Chairman	David Salvaggio	Town Administrator	Eric Ryer
Supervisor	Wayne Pipkorn	Director of Public Works	Adam Monticelli
Supervisor	Russ Lauer	Director of Parks & Recreation	Paul Jungbauer
Supervisor	Larry Lechner	Town Treasurer	Katie LeBlanc
Supervisor	Thomas Esser	Deputy Town Clerk	Julie Mett
Town Attorney	Brad Hoeft	Building Inspector	Paul Mortimer (SafeBuilt)
Town Constable	Ryan Fitting	Clerk/Asst. Administrator	Jack Johnston

## GENERAL INFORMATION

The Town of Cedarburg Board of Supervisors hold their regular monthly meeting the first Wednesday of every month at 7:00 P.M. The meeting is held in the Town Board room located at 1293 Washington Avenue, Cedarburg, Wisconsin 53012. The Town Board room is handicapped accessible. Requests for disability related accommodations or services may be made to the Town Administrator's office by calling (262) 377-4509.

The Town Board agenda is divided into four main sections – Consent Agenda, Public Hearings, Business (both old & new) and Reports to be Received & Filed. Other sections on the agenda are considered routine items (i.e., Call to Order, Hearing of the People). Sometimes the Town Board may go into closed session pursuant to § 19.85 Wisc. Stats. A closed session normally would take place at the end of the agenda.

**CONSENT AGENDA** – Consent Agenda items typically include routine actions, such as approving meeting minutes, etc. However, if an elected official or member of the meeting audience has a question regarding a Consent Agenda item, that item must be discussed and voted on separately.

**PUBLIC HEARINGS** – Public Hearings are typically noticed in the Town's legal publication newspaper and/or sent to property owners who may live within a prescribed area. Public Hearings are for the public to comment on the item at hand, so when the Town Board is ready to consider the related action item, they will have advance knowledge of the public's input.

**OLD/NEW BUSINESS** – Old & New Business is business that requires action by the Town Board. Any business that was discussed at a prior Town Board meeting is considered "Old" business and any item that has not been discussed at a prior meeting is considered "New" business.

**REPORTS TO BE RECEIVED & FILED** – Town Staff will place agenda items that are either 1) not ready for action or 2) not necessary to vote on in the Reports section. Instead of having a generic report line item for Town Staff, this area allows the general public advance knowledge of items Town Staff may discuss for informational purposes.

### 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

### 2. ANNOUNCEMENTS

**3. HEARING OF THE PEOPLE:** *If you wish to address the Town Board on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the Board on an item not on the agenda, please do it during the Hearing of the People. Please note whenever you speak on any issue, the person chairing the meeting must recognize you, and then you may approach the microphone and give your name and address for the public record. Please note you will be limited to three (3) minutes.*

\* At their discretion, the Town Board may take comment from the public.

- 4. COMMUNICATIONS AND REQUESTS FOR HOLDING TANK AGREEMENTS AND OPERATOR LICENSES:**
  - a. Discussion and possible motion regarding a new operator license application for the 2023-2024 license period\*
  - b. Discussion and possible motion approving a temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Spaghetti Dinner event\*
- 5. CONSENT AGENDA:** *The Consent Agenda contains routine items and will be enacted by one motion without separate discussion unless someone requests an item to be removed for separate consideration and vote.*
  - a. Approving December 6, 2023 Town Board Meeting Minutes
  - b. Approving November 21, 2023 Special Town Board Meeting Minutes (Budget Hearing)
  - c. Approving November 21, 2023 Special Town Board Meeting Minutes
  - d. Accepting November 15, 2023 Plan Commission Meeting Minutes
  - e. Accepting November 20, 2023 Landmarks Commission Meeting Minutes
  - f. Accepting November 16, 2023 Fire & EMS Committee Meeting Minutes
- 6. TREASURER’S REPORT**
  - a. Motion Accepting the December 2023 Treasurer’s Report\*
- 7. PRESENTATION OF BILLS/PURCHASE ORDER/PAYROLL/AWARDS:** *The bills presented for review have been paid from the Town treasury as authorized under Sec. 60.44(2), Stats., and Sec. 63-8 of the Code of Ordinances.*
  - a. Presentation of Bills/Purchase Orders/Payroll/Awards for December 1, 2023 to December 31, 2023 (Check #'s 39103-39187, V3973-V3983, and manual checks as shown)\*
- 8. REPORTS TO BE RECEIVED/FILED (Non-action items)**
  - a. Possible report regarding local nuisance/law enforcement issues\*
  - b. Report on recreation finances\*
- 9. PUBLIC HEARINGS**
  - a. None
- 10. OLD BUSINESS**
  - a. None
- 11. NEW BUSINESS**
  - a. Discussion and possible motion on Ordinance 2024-1, “Ordinance to Amend Chapter 154 Fire Prevention, of the Town of Cedarburg Code of Ordinance, Ozaukee County, Wisconsin”\*
  - b. Discussion and possible motion on Resolution 2024-1, “Approving the Town of Cedarburg Fiscal Year 2024 Annual Fee Schedule”\*
  - c. Discussion and possible motion on the purchase of the equipment package for the bucket truck\*
  - d. Discussion and possible motion on approval to enter into a 60-month lease agreement with Ricoh Copier\*
  - e. Discussion and possible motion to reintroduce the Landmarks Preservation Award in 2024\*
- 12. CLOSED SESSION**
  - a. The Town Board may go to closed session pursuant to:
    - i. Wisconsin Statutes Sec. 19.85 (1) (c) to “Consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” in regards to annual employee performance reviews.
    - ii. Wisconsin Statutes Sec. 19.85(1)(e) to “Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or

\* At their discretion, the Town Board may take comment from the public.

bargaining reasons require a closed session,” including but not limited to a development agreement on the property with tax key #030210500600.

b. Reconvene to open session and the regular order of business

**13.** Discussion and possible motion related to closed session business\*

## **14. ADJOURNMENT**

**Note:** A quorum of Plan Commission, Landmarks Commission, and/or Park & Recreation Committee may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Plan Commission, Landmarks Commission or Park & Recreation Committee will be taken at this meeting.

\* At their discretion, the Town Board may take comment from the public.



Agenda Date: 1/3/24  
Agenda Item: #4a

## TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

**MEMO TO:** David Salvaggio, Chairman  
Town Board

**MEMO FROM:** Ryan Fitting, Town Constable  
Jack Johnston, Assistant Administrator/Clerk

**MEMO WRITTEN:** December 21, 2023

**MEMO SUBJECT:** Item #4a: Discussion and possible motion regarding a new operator license application for the 2023-2024 license period\*

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### **BACKGROUND**

The attached chart lists the individual that has submitted an application for an annual operator's license for Town Board consideration. The application has been recommended for approval by the Constable and has provided the necessary alcohol serving awareness course certificate.

### **REQUESTED ACTION**

Staff requests the Town Board review the operator license application and consider a motion on the matter.

### **ATTACHMENT**

- I. Operator license application list

**ATTACHMENT I.**

<b>Name</b>	<b>Establishment</b>	<b>New</b>	<b>Renewal</b>	<b>Constable Rec.</b>
Johnathon Varner-Dewey	Kwik Trip	X		X



Agenda Date: 1/3/24  
Agenda Item: # 4b

## TOWN BOARD OF SUPERVISORS MEETING MEMORANDUM

**MEMO TO:** David Salvaggio, Chairman  
Town Board  
**MEMO FROM:** Jack Johnston, Assistant Administrator/Clerk  
**MEMO WRITTEN:** December 27, 2023  
**MEMO SUBJECT:** Item # 4b: Discussion and possible motion approving a temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Spaghetti Dinner event\*

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St. Francis Borgia has applied for a temporary “Class B” picnic fermented malt beverage license for the following special event:

St. Francis Borgia Spaghetti Dinner  
February 3, 2024  
1425 Covered Bridge Road  
Cedarburg, WI 53012

Temporary Class “B” fermented malt beverage licenses and temporary “Class B” wine licenses may be issued only to “bona fide” clubs, fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months.

There is no limit on the number of temporary Class “B” fermented malt beverage licenses that may be issued to an eligible organization in a calendar year.

No more than (2) wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society or veterans’ post in any 12-month period.

The license fee for each event is \$10.00. No additional fee may be charged if the organization is applying for both a temporary Class “B” fermented malt beverage and a temporary “Class B” wine license for the same event. Publication for a temporary license is not required.

The Town Code requires that a licensed operator be stationed at all times at the point of sale.

### **ACTION REQUESTED**

Staff requests the Town Board review the above information and consider action on the temporary Class “B” fermented malt beverage license for the scheduled St. Francis Borgia Spaghetti Dinner event.

**TOWN OF CEDARBURG  
MEETING OF THE BOARD OF SUPERVISORS  
December 6, 2023**

Present:

David Salvaggio, Chairman  
Wayne Pipkorn, Supervisor Seat 1  
Russ Lauer, Supervisor Seat 2  
Larry Lechner, Supervisor Seat 3

Eric Ryer, Administrator  
Jack Johnston, Asst. Administrator/Clerk  
Brad Hoeft, Town Attorney

Excused:

Thomas Esser, Supervisor Seat 4

**1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Chairman Salvaggio called the meeting to order at 7:00 pm. The meeting began with the pledge of allegiance.

**2. ANNOUNCEMENTS**

Administrator Ryer noted that tax bills for 2023 have been mailed to Town property owners. Assistant Administrator/Clerk Johnston noted that candidates for Town Supervisor seats 2 and 4 must submit their completed paperwork no later than January 2, 2024 at 5 pm.

**3. HEARING OF THE PEOPLE:**

None.

**4. COMMUNICATIONS AND REQUESTS FOR HOLDING TANK AGREEMENTS AND OPERATOR LICENSES:**

- a. **Discussion and possible motion regarding a new operator license application for the 2023-2024 license period\***

Supervisor Pipkorn made a motion to approve an operator license application for Quinn Rosen. Supervisor Lauer seconded, and the motion passed unanimously.

- b. **Discussion and possible motion regarding a holding tank agreement for the property located at 8611 STH 60\***

Supervisor Pipkorn made a motion to approve a holding tank agreement for the property located at 8611 STH 60. Supervisor Lauer seconded, and the motion passed unanimously.

**5. CONSENT AGENDA: *The Consent Agenda contains routine items and will be enacted by one motion without separate discussion unless someone requests an item to be removed for separate consideration and vote.***

- a. **Approving November 1, 2023 Town Board Meeting Minutes**  
b. **Accepting October 18, 2023 Plan Commission Meeting Minutes**  
c. **Accepting August 23, 2023 Fire & EMS Committee Meeting Minutes**  
d. **Accepting September 12, 2023 Landmarks Commission Meeting Minutes**

Supervisor Lauer made a motion to approve the consent agenda. Supervisor Pipkorn seconded, and the motion passed unanimously.

**6. TREASURER'S REPORT**

- a. **Motion accepting the November 2023 Treasurer's Report\***

Supervisor Pipkorn made a motion to approve the November 2023 Treasurer's Report. Supervisor Lauer seconded, and the motion passed unanimously.

**7. PRESENTATION OF BILLS/PURCHASE ORDER/PAYROLL/AWARDS: *The bills presented for review have been paid from the Town treasury as authorized under Sec. 60.44(2), Stats., and Sec. 63-8 of the Code of Ordinances.***

- a. **Presentation of Bills/Purchase Orders/Payroll/Awards for November 1, 2023 to November 30, 2023 (Check #'s 39034-39102, V3933-V3972, and manual checks as shown)\***

Supervisor Lechner made a motion to accept all bills, purchase orders, payroll, and awards as presented. Supervisor Lauer seconded, and the motion passed unanimously.

**8. REPORTS TO BE RECEIVED/FILED (Non-action items)**

- a. **Possible report regarding local nuisance/law enforcement issues (Constable Ryan Fitting)\***

Administrator Ryer reported that the Constable investigated a burning complain on Pioneer Road, conducted background checks, a Google inquiry, and a sex offender registry in the past month.

- b. **Report on recreation finances (Administrator Ryer)\***

Administrator Ryer reported a recreation balance of \$14,739 taking into account revenues and expenditures as reported by Director Jungbauer.

**9. PUBLIC HEARINGS**

- a. **None**

**10. OLD BUSINESS**

- a. **Discussion and possible motion regarding an addition to an existing nonconforming structure at 12302 Pioneer Road [Petitioner: Lars Neske, SW ¼ Sec. 31, 3.00 acres, zoned C-1 Conservancy District]\***

Lars Neske first came before the Town Board at their November 1, 2023, meeting seeking an addition to an existing nonconforming structure at his home at 12302 Pioneer Road. At the meeting, the Board tabled the item as the proposed addition increased the nonconformity to the rear yard setback, as it was proposed to come closer to the rear yard property line than the current nonconforming structure does. This is against Town Code §320-65 A. (2), which reads: "An addition to the nonconforming side of a structure does not come any closer to the property line than the closest part of the current nonconforming structure."

The Board also discussed the proximity to the existing wetlands on the property, with the general consensus that the Board would not require a wetland delineation of the property as the proposed addition does not go into the wetland on the current wetland map supplied as part of the application materials.

Mr. Neske has now supplied a revised architectural plan showing the proposed addition would not come closer to the property line than the existing 10.8' setback, and is requesting reconsideration by the Town Board as required by Town Code Section 320-63.

Following discussion, Supervisor Lechner made a motion to approve the proposed addition to an existing nonconforming structure at 12302 Pioneer Road as presented which would not increase the nonconformity of the property. Supervisor Pipkorn seconded, and the motion passed unanimously.

## 11. NEW BUSINESS

### a. **Discussion and possible motion on proposed Resolution 2023-9, “Approving the 2024 Town of Cedarburg Building Permit Fee Schedule”\***

Each year, the Town Board must approve the Town of Cedarburg’s Building Permit Fee Schedule. The fee schedule designates fees for various permits, inspections and plan reviews by SafeBuilt. In 2023, the Board approved a more comprehensive update to the building permit fee schedule as many fees had not been updated since at least 2008. For 2024, SafeBuilt is proposing fewer changes to the fee schedule:

- Early start fee for new construction that was previously on the fee schedule but inadvertently removed.
- \$5 fee increases for the following:
  - Base fee increase from \$45 to **\$50** + \$.05 per sq ft all areas for residential electric, plumbing, and HVAC permits. (Minimum permit fee unchanged at \$65).
  - Base fee increase from \$55 to **\$60** + \$.06 per sq ft all areas for commercial electric, plumbing, and HVAC permits. (Minimum permit fee unchanged at \$75).

Supervisor Lechner made a motion to approve Resolution 2023-9, “Approving the 2024 Town of Cedarburg Building Permit Fee Schedule.” Supervisor Lauer seconded, and the motion passed unanimously.

### b. **Discussion and possible motion on proposed Resolution 2023-10, “Approving the Town of Cedarburg Fiscal Year 2024 Annual Fee Schedule”\***

Each year, the Town Board must approve the Town of Cedarburg’s fee schedule. The fee schedule designates fees, per Town Ordinances, for various duties performed by Town staff, boards, or commissions/committees. At this time, staff is recommending alterations to the fee schedule:

- No changes to Town related fees at this time
- New fees related to the 10-year Fire Department Shared Services agreement relating to fire inspection fees that will begin to be incurred in 2024 as well as those related to the fourth false alarm at a property in one calendar year, and any subsequent false alarms.

Supervisor Pipkorn made a motion to approve Resolution 2023-10, “Approving the Town of Cedarburg Fiscal Year 2024 Annual Fee Schedule.” Supervisor Lauer seconded, and the motion passed unanimously.

### c. **Discussion and possible motion regarding the appointment of election officials for the two-year term ending December 31, 2025\***

Assistant Administrator/Clerk Johnston provided a list of election inspectors for the Board to consider for a two-year term which begins January 1, 2024, and ends December 31, 2025. This includes persons from a list submitted by the Republican Party of Ozaukee County (Democratic Party did not submit a list).

Supervisor Pipkorn moved to approve the list of election inspectors. Supervisor Lechner seconded, and the motion passed unanimously.

d. **Discussion and possible motion on Resolution 2023-11, “A Resolution Authorizing the Transfer of Impact Fees Funds from the Special Revenue Account to the General Fund for Fire/EMS related expenses”\***

The Town adopted §184-16 Public facilities; impact fees which allows the Town to collect impact fees from developers for new residences built in the Town. The Town approved a 10-year shared services agreement with the City of Cedarburg for the provision of Fire/EMS services 2024-2033, which includes a cost sharing component related to a Paramedic Oversight agreement between CFD and the Southern Ozaukee Fire Department. As the Town retired debt related to constructing Fire Station No. 2 ahead of schedule, remaining impact fees identified for the Fire Department may be transferred into the General Fund to account for that Capital expenditure. The Town staff is working with Ehlers and Associates to update the Towns Impact Fee study/ordinance, and Ehlers has advised the transfer of the fees in the Impact Fee Special Revenue account to the General Fund and assign those funds for Fire Department related expenses (such as the Town’s portion of the Oversight Agreement for the term of the agreement with the City of Cedarburg). The draft resolution calls out that amount as \$125,219.81, or an amount greater than that which represents the current balance of Impact Fee funds identified for the Fire Department will be moved to the General Fund account.

Supervisor Pipkorn made a motion to approve on Resolution 2023-11, “A Resolution Authorizing the Transfer of Impact Fees Funds from the Special Revenue Account to the General Fund for Fire/EMS related expenses.” Supervisor Lauer seconded, and the motion passed unanimously.

e. **Discussion and possible motion on appointment(s) to Town Committees, Commissions and Boards\***

There is currently a vacancy on the Landmarks Commission due to Darla Valentine moving out of the community. The current term is set to expire in May 2024. Chairman Salvaggio nominated Carol Boettcher to serve in the Landmarks Commission and fulfil the vacant term expiring May 2024.

Supervisor Lechner made a motion to appoint Carol Boettcher to the Landmarks Commission. Supervisor Lauer seconded, and the motion passed unanimously.

f. **Discussion and possible motion on an agreement for professional planning and zoning consulting services with Planning & Zoning, LLC\***

SEH & Amy Barrows notified the Town that consulting planner Amy Barrows will be starting her own planning firm and no longer be able to work for the Town under the existing SEH contract. SEH also noted they do not have another staff member to serve the Town. Along those lines, Town staff have worked with Amy Barrows to obtain the attached draft agreement with her new firm to stay on as the Town’s planning and zoning consultant. The one significant change is that she would attend meetings entirely virtually. Her rate is shown as \$140/hr, which is a decrease from the rate under the SHE contract.

The role of the consulting planner is important to the Town as we continue to update long-term planning documents, applications/processes, and ordinances. Having a dedicated professional available to the Town makes processes more efficient, reviews more comprehensive, and works to ensure proper implementation of planning documents in decisions by the Plan Commission and Town Board.

Attorney Hoeft requested that any motion on the contract be contingent on legal review by the Town Attorney.

Supervisor Lechner made a motion to approve an agreement for professional planning and zoning consulting services with Planning & Zoning, LLC, contingent on legal review and approval by the Town Attorney. Supervisor Pipkorn seconded, and the motion passed unanimously.

**12. CLOSED SESSION**

a. **The Town Board may go to closed session pursuant to:**

- i. **Wisconsin Statutes Sec. 19.85(1)(g) to “Confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved,” regarding the former Prochnow landfill.**

Supervisor Pipkorn made a motion to go into closed session at 7:32 pm. Supervisor Lechner seconded, and the motion passed unanimously via a roll call vote.

b. **Reconvene to open session and the regular order of business**

Supervisor Lauer made a motion to reconvene into open session at 7:37 pm. Supervisor Lechner seconded, and the motion passed unanimously.

**13. Discussion and possible motion on closed session items\***

Supervisor Lauer made a motion to amend the contract with Ramboll as discussed in closed session. Supervisor Pipkorn seconded, and the motion passed unanimously.

**14. ADJOURNMENT**

Supervisor Lauer made a motion to adjourn the meeting at 7:37 pm. Supervisor Lechner seconded, and the motion passed unanimously and the meeting adjourned.

Respectfully Submitted,

Jack Johnston  
Assistant Administrator/Clerk

**TOWN OF CEDARBURG**  
**SPECIAL MEETING OF THE BOARD OF SUPERVISORS**  
**November 21, 2023**

Present:

David Salvaggio, Chairman  
Wayne Pipkorn, Supervisor Seat 1  
Larry Lechner, Supervisor Seat 3  
Thomas Esser, Supervisor Seat 4

Eric Ryer, Administrator  
Jack Johnston, Asst. Administrator/Clerk

Excused:

Russ Lauer, Supervisor Seat 2

**1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Chairman Salvaggio called the special meeting to order at 7:13 pm. The meeting began with the pledge of allegiance.

**2. OLD BUSINESS**

**a. Presentation on proposed Fiscal Year 2024 Budget**

Administrator Ryer presented the 2024 budget to the Board with a PowerPoint slideshow. Accomplishments from 2023 were highlighted, and strategic planning efforts for 2024 were discussed including but not limited to completing the Comprehensive Plan update, Zoning Code update, Impact Fee study update, and efforts toward closing out the Prochnow landfill.

In summary, the tax rate is proposed to be reduced by ~36% due to the revaluation at ~\$1.84/\$1,000 of assessed value. The total levy is proposed at \$2,474,608, and total general fund budget of \$3,231,923 for the 2024 fiscal year. The complete budget is on the Town website.

**3. NEW BUSINESS**

**a. Public Hearing on proposed Fiscal Year 2024 Budget**

With no comment from the public, Supervisor Esser moved to close the public hearing. Supervisor Pipkorn seconded, and the motion passed unanimously.

**3. ADJOURNMENT**

Supervisor Esser made a motion to adjourn at 7:28 pm. Supervisor Pipkorn seconded. The motion passed unanimously.

Respectfully Submitted,  
Jack Johnston, Assistant Administrator/Clerk

**TOWN OF CEDARBURG**  
**SPECIAL MEETING OF THE BOARD OF SUPERVISORS**  
**November 21, 2023**

Present:

David Salvaggio, Chairman  
Wayne Pipkorn, Supervisor Seat 1  
Larry Lechner, Supervisor Seat 3  
Thomas Esser, Supervisor Seat 4

Eric Ryer, Administrator  
Jack Johnston, Asst. Administrator/Clerk

Excused:

Russ Lauer, Supervisor Seat 2

**1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Chairman Salvaggio called the special meeting to order at 7:29 pm. The meeting began with the pledge of allegiance.

**2. OLD BUSINESS**

a. **Discussion and possible motion on the 2023/2024 Tax Levy\***

Following brief discussion, Supervisor Pipkorn made a motion to set the 2023/2024 Tax Levy at \$1.84693/\$1,000 of total assessed value with a total levy of \$2,474,608. Supervisor Esser seconded, and the motion passed unanimously.

b. **Discussion and possible motion to approve the Fiscal Year 2024 Budget\***

Supervisor Esser made a motion to approve the Fiscal Year 2024 Budget as presented, with a total general fund budget of \$3,231,923. Supervisor Lechner seconded, and the motion passed unanimously.

**3. NEW BUSINESS**

a. **None**

**3. ADJOURNMENT**

Supervisor Esser made a motion to adjourn at 7:31 pm. Supervisor Pipkorn seconded, and the motion passed unanimously.

Respectfully Submitted,

Jack Johnston, Assistant Administrator/Clerk

**TOWN OF CEDARBURG  
PLAN COMMISSION MEETING MINUTES  
November 15, 2023**

Present: David Salvaggio, Larry Lechner, Anne Lewandowski, Steve Wolf, Tom Gaertig, Kerry Carmichael  
Also Present: Eric Ryer, Administrator, Jack Johnston, Assistant Administrator/Clerk, Amy Barrows, Consulting Planner, Troy Hartjes, Consulting Engineer  
Excused: Don Borgwardt

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Chairman Salvaggio called the meeting to order at 7:00 pm. The meeting began with the pledge of allegiance.

**2. MINUTES OF PREVIOUS MEETINGS**

**a. Approval of October 18, 2023 Plan Commission Meeting Minutes\***

Commissioner Carmichael made a motion to approve the October 18, 2023 Plan Commission Meeting Minutes. Commissioner Gaertig seconded, and the motion passed unanimously.

**3. PUBLIC HEARING**

**a. None**

**4. OLD BUSINESS**

**a. Update and possible direction on the Zoning Code and Comprehensive Plan Updates\***

Administrator Ryer reported that the Town Board had a planning workshop with Planner Barrows in early November, with initial focus on the Town Center area. The Board will have another planning workshop in the coming weeks with the potential for some draft formal updates to the Zoning Code brought to the Plan Commission for discussion in early 2024.

**5. NEW BUSINESS**

**a. Discussion and possible direction on a concept plan by Christopher and Anne Lewandowski to create a new certified survey map for the property at 992 Elm Road and vacant land with tax-key #03-019-14-008.00 [Zoned E-1 Estate Residential, A-1 Agricultural, and C-1 Conservancy, 19.31 acres in total, SE ¼ Sec. 19]\***

Anne Lewandowski and Peter Kranstover have submitted a concept plan for review by the Plan Commission for their property at 992 Elm Road as well as Anne's brother Christopher Lewandowski's vacant ~15 acre parcel directly north of the Kranstover/Lewandowski residence. The concept plan for the two parcels calls for a "land swap" of approximately 1.5 acres so Christopher Lewandowski could build a home on his piece of land. As the ~15 acre currently exists, building a home is quite difficult and cost prohibitive due to wetlands on the property as well as other low topographic areas. The transaction of the 1.5 acres would provide Mr. Lewandowski an opportunity to build a home on the site in the future. The end result would keep the land holdings approximately the same size, but in a different configuration due to lot line shifts that would be accomplished with a new CSM.

Anne Lewandowski was present with her brother Christopher, who was on ZOOM. Ms. Lewandowski addressed the Plan Commission and explained they are hoping to accomplish the land swap after consulting with the DNR after the last 18 months. Due to the wetlands on the current vacant parcel owned by her brother and other topographic areas on the parcel deemed unbuildable by the WDNR, they were told that any building would require wetland mitigation of disturbed land, costing approximately \$60,000 per acre (WDNR quote), at a site

which would be determined by the WDNR. The land-swap would allow Christopher to build a home and small outbuilding without going through that process. They also noted that perc tests have been conducted and the chosen home site directly below the home of Anne and her husband Peter Kranstover is suitable for a POWTS system. They noted that if the Plan Commission is okay with the project, they would seek to deliver a CSM and rezoning application in 2024.

The Plan Commission had no comments and recommended that the applicants pursue the CSM and rezoning petition to accomplish the land swap. Note that Ms. Lewandowski was not at the dias for this discussion item as it was her application.

## **6. ADJOURNMENT**

Commissioner Lechner made a motion to adjourn the meeting at 7:12 pm. Commissioner Carmichael seconded, and the motion passed unanimously and the meeting adjourned.

Jack Johnston  
Assistant Town Administrator/Clerk

**TOWN OF CEDARBURG  
LANDMARKS COMMISSION MEETING MINUTES  
November 20, 2023**

Present: Kari Esser, Tim Rasmussen, Eric Utz, Lance Schaefer, Ray Pecor (via ZOOM – joined 5:10 pm), Cecily Bishop (via ZOOM)  
Also Present: Jack Johnston, Assistant Administrator/Clerk, Eric Ryer, Administrator

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Chairwoman Esser called the meeting to order at 5:00 p.m. The meeting began with the pledge of allegiance.

**2. MINUTES OF PREVIOUS MEETINGS**

**a. Approving Minutes from September 12, 2023\***

Tim Rasmussen made a motion to approve the minutes from the September 12, 2023 meeting. Lance Schaefer seconded, and the motion passed unanimously.

**3. OLD BUSINESS**

**a. None**

**4. NEW BUSINESS**

**a. Discussion and possible motion setting revised criteria for the Landmarks Preservation Award\***

At the September 12, 2023 Landmarks Commission meeting, the Commission unanimously endorsed reintroducing the Landmarks Preservation Award beginning in 2024. Chairwoman Esser presented photos of past winners from 2004 to 2014. The Commission then discussed the current criteria for evaluating the award and any revisions needed to it going forward. The original criteria are bulleted below:

- **Preservation Award Criteria:** Preservation of a home, barn, or significant outbuilding by restoration of its architectural character, structural integrity and state of repair to ensure its future. (March 3, 2004 Town Board minutes)
- Award winners must follow all Town, County, and State ordinances in order to be considered for the award. (August 12, 2010 Landmarks Commission minutes)

The Commission discussed the original criteria, with Chairwoman Esser asking the Commission if the language should be updated to ensure that only structures can be considered for the award. The Commission agreed. Cecily Bishop made a motion to change the Preservation Award Criteria to read as the following:

- Preservation of a home, barn, ~~or significant~~ outbuilding, ~~or other significant structure~~ by restoration of its architectural character, structural integrity and state of repair to ensure its future.

Ray Pecor seconded, and the motion passed unanimously.

The Commission also discussed current criteria #2 as it pertains to being in compliance with all Town, County, and State ordinances. This requirement was added by the Landmarks Commission in 2010. The Commission discussed this current requirement, with Commissioner Pecor commenting keeping this requirement on the books could preclude

many potential applicants from applying as the nature of a historic structure may not always be conforming with modern day ordinances. With that note, Ray Pecor made a motion to strike the requirement that all Preservation Award winners be compliant with all Town, County, and State ordinances. Tim Rasmussen seconded, and the motion passed unanimously.

Chairwoman Esser asked the Commission to discuss requiring that the property owners be current in their property taxes to be considered for the award. The Commission all agreed. Ray Pecor made a motion to require that all Preservation Award winners not be delinquent on their property tax bills for the property that is being considered for the award. Lance Schaefer seconded, and the motion passed unanimously.

The Commission discussed the past schedule for considering and award the Preservation Award, which was adopted in 2010 and follows the schedule below:

- Award Schedule: 1) the deadline for submissions to be April 1 of each calendar year; 2) a tour of each nominated property should be completed between April 10th and April 20th of the calendar year; 3) the Committee should meet between the April 20th and April 30th of the calendar year to discuss the nominations and make a decision on the award; and, 4) make the award presentation sometime in the month of May of the calendar year, since May has been designation as Wisconsin Historic Preservation Month

The Commission discussed the schedule and was in favor of keeping it. Eric Utz made a motion to keep the tour schedule as noted above. Cecily Bishop seconded, and the motion passed unanimously.

The Commission separately discussed the wording of the tour schedule above, with Cecily Bishop making a motion to replace the word *property* with *structure* to be consistent with the amended Preservation Award Criteria discussed earlier. Ray Pecor seconded that motion, and it passed unanimously.

Ray Pecor asked the Commission to discuss requiring that any nominees be within the borders of the Town of Cedarburg, as one prior applicant was actually located in the City of Mequon. Chairwoman Esser thanked Commissioner Pecor, noting she also wanted to discuss that proposition, since the 2008 winner had been moved within the Town. The question presented is whether any structure being considered for the award was originally built in the Town of Cedarburg, and/or still located within it. The Commission agreed that the structure should be within the confines of the Town of Cedarburg when considered, but debated on whether the structure has to have been originally constructed within the Town. Ultimately, Commissioner Rasmussen made a motion to require that any potential Preservation Award winner's structure be indigenous (originally built within the Town) and currently located within the Town of Cedarburg. Commissioner Schaefer seconded, and the motion passed unanimously.

Chairwoman Esser continued discussion, asking the Commission to discuss and come to a consensus on how often to award the award, whether it be annual or every 2 years. She also asked the Commission to discuss allowing projects that have been completed since 2014 to be considered. Ray Pecor commented that having an annual award is subject to what can be awarded. He noted that in some years there were no winners due to lack of applications. The Commission then discussed that if another person other than the property owner nominates a structure, that staff will reach out to the owner of that structure to verify that they would

like to be considered for the award. The Commission also discussed how often to advertise the award and present it. Ray Pecor made a motion to have the annual request for nominations, but not necessarily have to act on an annual basis.

Ray Pecor made a motion to adjourn the discussion to the next scheduled Landmarks Commission meeting. Cecily Bishop seconded, and the motion passed unanimously.

## **5. ADJOURNMENT**

Ray Pecor made a motion to adjourn the meeting at 6:00 pm. Cecily Bishop seconded, and the motion passed unanimously and the meeting adjourned.

Respectfully submitted,

Jack Johnston  
Assistant Administrator/Clerk

**CITY OF CEDARBURG/TOWN OF CEDARBURG  
JOINT FIRE/EMS SERVICES  
COMMITTEE MEETING  
APPROVED MINUTES  
NOVEMBER 16, 2023**

A regular meeting of the Joint Fire/EMS Services Committee was held Thursday, November 16, 2023, at the Town of Cedarburg, 1293 Washington Avenue, Cedarburg, WI Town Board Room, and online utilizing the Zoom app.

The meeting was called to order by Chairperson Scott Gonwa at 7:04 p.m.

Roll Call: Present – City of Cedarburg – Scott Gonwa

Excused – Council Members Patricia Thome and Robert Simpson

Town of Cedarburg – Town Supervisor Larry Lechner, Town Supervisor Wayne Pipkorn, Don Borgwardt

Also Present - Fire Chief Jeff Vahsholtz, City Administrator Mikko Hilvo, Town Administrator Eric Ryer, Town Clerk and Assistant Administrator Jack Johnston, and interested citizens.

**STATEMENT OF PUBLIC NOTICE**

At Chairperson Scott Gonwa's request, Town Clerk Johnston verified that notice of this meeting was posted in accordance with the Wisconsin Open Meetings Law.

**COMMENTS & SUGGESTIONS FROM CITIZENS** – None

**APPROVAL OF MINUTES**

Town Supervisor Pipkorn made a motion to approve the August 23, 2023, Joint Fire/EMS Services Committee minutes, seconded by Don Borgwardt. Motion carried without a negative vote.

**NEW BUSINESS**

**DISCUSSION AND POSSIBLE ACTION ON MUELLER COMMUNICATIONS' PROCESS OF PREPARING FOR A POSSIBLE REFERENDUM, AND ASSOCIATED DRAFT OPTIONS ASSESSMENT AND DRAFT COMMUNITY SURVEY**

Mia Tripi from Mueller Communications was present for the meeting to provide the Committee the draft options assessment and associated draft survey that would gather public opinion on the Cedarburg Fire Department and potential staffing plan that Mueller has assembled.

Ms. Tripi walked the Committee through the options assessment, giving historical context of the Fire Department's decreasing volunteer numbers and increased call volume. For example, volunteer numbers have gone down 17% from 2012 to 2022, while call volume has increased 47% in the same time. Currently, the fire department is staffed largely by volunteer members, with limited full-time

and part-time staff. The options assessment showed that Cedarburg has the least amount of full-time employees per 1,000 population compared to Saukville, Grafton, Port Washington, and Fredonia. Further, available data shows response times for service do not meet the industry standard of 8 minutes in the Town of Cedarburg.

To address this, a Town and City Ad-Hoc Committee spent time meeting over the years to discuss what options are for addressing response times, decreasing volunteerism, and rising call volumes. The solution the Ad-Hoc Committee, and what is now called the Fire & EMS Committee endorsed a staffing plan developed by the Fire Department to transition from the current staffing model to a paid on call model paired with increased full-time staffing including: transitioning the Fire Chief to a full-time position, and adding positions in the next five years resulting in 9 full-time fire-fighter paramedic positions, 3 full-time Lieutenant positions, full-time Inspector, and full-time Deputy Chief. This would require approximately \$2,015,658 in new funding for the operating budget for the Fire Department, with approximately \$1,292,302 of coming from the City of Cedarburg, and approximately \$723,356 coming from the Town. The new positions are envisioned to be filled over a five year period.

Mueller provided the following options for the Committee, elected officials, and public to consider. They are as follows:

- Maintaining the status quo
- Budget cuts and service reductions to fund new positions
- Partner with neighboring communities
- Identifying Additional Sources of Revenue
  - Wheel Tax
  - Property Tax Levy Increase via voter approved Referendum

Ms. Tripi continued on, going through the draft survey that Mueller had put together that goes along with the options assessment. This survey would be mailed to City and Town residents in the near future in order to solicit and obtain data.

Supervisor Lechner asked for time for the full Town Board to view the options assessment and draft survey, and recommended that the City Council do the same before releasing the options assessment and associated community survey to the public.

Scott Gonwa asked Ms. Tripi if the survey results would be released to the public. She responded that they would be released to the public in early January of 2024.

The Committee directed the full Town Board and Common Council to review the options assessment and survey prior to releasing it to the public.

### **CONFIRM NEXT MEETING: DECEMBER 27, 2023. CITY OF CEDARBURG COUNCIL CHAMBERS**

The Committee discussed the next meeting schedule, electing to have the meeting at the Cedarburg Town Hall Board Room at 6 pm on December 27, 2023.

### **ADJOURNMENT**

A motion was made by Don Borgwardt, seconded by Town Board Member Pipkorn, to adjourn the meeting at 7:55 p.m. Motion carried without a negative vote.

Jack Johnston  
Town Clerk

**Town of Cedarburg  
Treasurer's Report  
As of December 31, 2023**

	<u><b>General Funds</b></u>	
<b>Beginning Balance as of 11/30/2023</b>	\$ 5,049,746.18	
Receipted Revenues:	6,581,099.53	See below
Earned Interest - Money Market	14,310.28	
Earned Interest - Checking	2,041.28	
Earned Interest - PWSB CD	1,897.56	
Additions/Subtractions:		
Transfers-in/out from Restricted Funds:	125,219.81	Transfer of Fire Department
	(1,000.00)	Impact Fees pursuant to
		resolution 2023-11
Less : Monthly Disbursements	(515,663.15)	
<b>Ending Balance as of 12/31/2023</b>	<u><u>\$ 11,257,651.49</u></u>	

**Revenue Sources:****Additions/Subtractions:**

Advance Tax Collection	6,565,135.33
Building Permit Fees	1,144.51
Plumbing, Electric & HVAC Permit Fees	3,252.59
Conditional Use	-
Recycling Fees - Special Pick Up	361.60
State Shared Revenue	-
Yard Waste Cards	1,750.00
Brush Chipping	285.00
Erosion Control Permit	1,760.00
Bartender/Cigarette Licenses	10.00
Liquor Licenses	-
Sign Permits	15.00
Miscellaneous	47.00
Impact Fees	
Sale of Equip & Property	6,101.00
Special Assessment Letters	-
Cable Franchise Fees	237.50
Fall Baseball Fees	-
Soccer Fees	-
Flag Football Fees	-
Little League Sponsorship	1,000.00
Little League Fees	-
<b>Total Receipts for December</b>	<u><u>\$ 6,581,099.53</u></u>

**Town of Cedarburg**  
**Special Revenue Funds - Restricted Use Revenues**  
**As of December 31, 2023**

	<u>Machinery Account</u>	<u>Public Works Facility Acct.</u>	<u>Five Corners Town Center</u>	<u>Environmental Account</u>	<u>Total</u>
<b>Beg Bal November 30, 2023</b>	\$ 796,552.47	\$ 158,441.01	\$ 90,499.99	\$ 190,193.62	\$ 1,235,687.09
Receipts:					
Interest	3,008.15	598.35	341.77	718.26	\$ 4,666.53
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
<b>End Bal December 31, 2023</b>	<u>\$ 799,560.62</u>	<u>\$ 159,039.36</u>	<u>\$ 90,841.76</u>	<u>\$ 190,911.88</u>	<u>\$ 1,240,353.62</u>

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**Town of Cedarburg**  
**Special Revenue Funds - Restricted Use Revenues**  
**As of December 31, 2023**

Account 200-00-11230	<u>Utility Bonds</u>	<u>Road Bonds</u>	<u>Holding Tank Bonds</u>	<u>Impact Fees</u>
<b>Beginning Balance November 30, 2023</b>	\$ 22,200.00	\$ 69,600.00	\$ 192,200.00	\$ 391,566.60
Receipts:				
Interest	1,273.51			1,377.68
Receipt	-		1,000.00	
Transfers:	(1,273.51)			
<b>Fire Department Impact Fees pursuant to Board resolution 2023-11</b>				<b>(125,219.81)</b>
<b>Ending Balance December 31, 2023</b>	<u>\$ 22,200.00</u>	<u>\$ 69,600.00</u>	<u>\$ 193,200.00</u>	<u>\$ 267,724.47</u>
	\$ 285,000.00			

**Town of Cedarburg**  
**Special Revenue Funds - Restricted Use Revenues**  
**As of December 31, 2023**

	<u>Escrow Accounts</u>	<u>Petty Cash</u>
<b>Beginning Balance November 30, 2023</b>	\$ 52,159.75	\$ 350.00
<b>Receipts</b>		
Earned Interest	192.92	
<b>Fund Transfers</b>		
<b>Ending Balance December 31, 2023</b>	<u>\$ 52,352.67</u>	<u>\$ 350.00</u>

<u>Escrows Held</u>	<u>Amount</u>
Prairie West	\$ 5,448.38
Greystones	<u>\$ 46,904.29</u>
Total	<u>\$ 52,352.67</u>

**Town of Cedarburg**  
**Monthly Summary of Cash & Invested Account Balances**  
**As of December 31, 2023**

General Funds	\$ 11,257,651.49
Machinery Account	799,560.62
Highway & Bridge Account	1,240,353.62
Public Works Facility Account	159,039.36
Paving Escrow Accounts	52,352.67
Utility Permit Escrows	22,200.00
Road Bond Account	69,600.00
Holding Tank Account	193,200.00
Impact Fee Account	267,724.47
Environmental Account	190,911.88
Five Corners Town Center	90,841.76
Petty Cash	350.00
Total Balance	<u>\$ 14,343,785.87</u>
Less Cash & Invested Account Balances From Prior Month	<u>7,013,509.62</u>
Increase/(Decrease) in Invested Account Balances for the Month	<u>\$ 7,330,276.25</u>

Katie LeBlanc  
Treasurer

Town of Cedarburg  
Detailed Impact Fee Allocations

**Town of Cedarburg  
Impact Fees  
As of December 31, 2023**

	11/30/2023			12/31/2023
<u>Public Services</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Subtractions</u>	<u>Current Balance</u>
Parks & Recreation	\$53,736.26	\$ 456.56	\$ -	\$ 54,192.82
Municipal	\$13,911.53	\$ -	\$ -	\$ 13,911.53
Town Hall	\$58,831.74	\$ 116.97	\$ -	\$ 58,948.70
Public Works Garage	\$53,586.23	\$ 106.49	\$ -	\$ 53,692.72
Recycling Center	\$48,456.87	\$ 98.37	\$ -	\$ 48,555.23
Highways & Traffic Control	\$37,824.17	\$ 337.39	\$ -	\$ 38,161.56
Fire Department	\$125,219.81	\$ 261.90	\$ (125,219.81)	\$ 261.90
Total of all Balances	\$382,621.05	\$ 1,377.68	\$ (125,219.81)	\$ 267,724.47

**Receipts - Fees & Interest**      **\$1,377.68**      \$ -

	<u>Allocated %</u>	<u>Allocated Fee</u>
Parks & Recreation	33.14%	\$ 456.56
Municipal Buildings:		
Town Hall	8.49%	\$ 116.97
Public Works Garage	7.73%	\$ 106.49
Recycling Center	7.14%	\$ 98.37
Fire Department	24.49%	\$ 337.39
Highways & Traffic Control	19.01%	\$ 261.90

**Impact Fees Collected:**

Year	Number	Year	Number
1993	21	2010	7
1994	26	2011	11
1995	24	2012	17
1996	14	2013	20
1997	15	2014	12
1998	32	2015	11
1999	55	2016	17
2000	43	2017	15
2001	20	2018	13
2002	16	2019	8
2003	11	2020	10
2004	12	2021	11
2005	32	2022	9
2006	15	2023	9
2007	6		
2008	9		
2009	4		
<b>Number of Impact Fees Paid</b>		<b>525</b>	

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Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 12/01/2023 From Account:  
 Thru: 12/31/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
GW	12/01/2023	GREAT-WEST	125.00
GW	12/15/2023	GREAT-WEST	125.00
GW	12/29/2023	GREAT-WEST	125.00
WRS	12/29/2023	WISCONSIN DEPT OF EMPLOYEE TRUST FUND	6,599.82
Wdor	12/01/2023	WDOR- 930208	1,119.83
Wdor	12/29/2023	WDOR- 930208	1,980.30
39103	12/06/2023	5 Corners Isuzu Truck & Auto	324.48
39104	12/06/2023	ANTOINE, HOEFT & EBERHARDT, S.C.	7,314.00
39105	12/06/2023	BAKER TILLY US, LLP	2,150.00
39106	12/06/2023	BEYERS TRUE VALUE HARDWARE	90.67
39107	12/06/2023	Blain's Farm & Fleet	80.17
39108	12/06/2023	Blain's Farm & Fleet	49.99
39109	12/06/2023	CEDARBURG OVERHEAD DOOR	270.00
39110	12/06/2023	Charter Communications	25.30
39111	12/06/2023	Conley Media	150.52
39112	12/06/2023	Conley Media, LLC-Classified	25.60
39113	12/06/2023	Culligan of West Bend	39.00
39114	12/06/2023	Entrance Systems	871.86
39115	12/06/2023	GENERAL COMMUNICATIONS INC	1,375.00
39116	12/06/2023	Hi-Line Inc.	87.81
39117	12/06/2023	LAKE SIDE INTERNATIONAL, LLC	160.78
39118	12/06/2023	LIBERTY TIRE RECYCLING LLC	288.42
39119	12/06/2023	MIDWEST SERVICE EQUIPMENT	175.57
39120	12/06/2023	NAPA Auto Parts	23.52
39121	12/06/2023	Ontech Systems Inc.	355.40
39122	12/06/2023	OZAUKEE COUNTY HIGHWAY DEPT	808.33
39123	12/06/2023	Ozaukee County Treasurer	8.25
39124	12/06/2023	Pat's Tire & Service Inc.	590.00
39125	12/06/2023	PAYNE & DOLAN	237.72
39126	12/06/2023	PreCise MRM, LLC	98.78
39127	12/06/2023	Quality State Oil - Sheboygan	211.10
39128	12/06/2023	RA Smith National	4,659.50
39129	12/06/2023	Ramboll Americas Engineering Solutions Inc.	7,590.84

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Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 12/01/2023 From Account:

Thru: 12/31/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
39130	12/06/2023	Riesterer & Schnell Inc.	446.43
39131	12/06/2023	SAFEbuilt, LLC Lockbox #88135	8,234.73
39132	12/06/2023	WISCONSIN PUMP & SUMP	150.00
39133	12/06/2023	Milwaukee Lawn Sprinkler Corp.	455.44
39134	12/13/2023	Miss Molly's Catering	480.00
39135	12/13/2023	Buteyn-Peterson	137,171.18
39136	12/20/2023	Dietsch, Maggie & Roy	175.91
39137	12/20/2023	Kolavo, Joseph and Katelyn Hermann	220.95
39138	12/20/2023	Morter, Howard and Susan	332.30
39139	12/20/2023	Purnell, Timothy and Jennifer	2,760.29
39140	12/20/2023	Stevens, Bruce and Susan	40.00
39141	12/20/2023	A Lyneis Electric LLC	340.22
39142	12/20/2023	ABT Mailcom	1,056.16
39143	12/20/2023	Airgas USA, LLC (Fox Welding)	88.28
39144	12/20/2023	Amazon Capital Services	436.14
39145	12/20/2023	Ascension Occupational Health-	34.00
39146	12/20/2023	AT&T - 5084	170.87
39147	12/20/2023	BELLIN HEALTH	40.00
39148	12/20/2023	Blain's Farm & Fleet	99.59
39149	12/20/2023	Brandt Printing	3,994.64
39150	12/20/2023	Casper's Truck Equipment	209.77
39151	12/20/2023	Charter Communications	199.88
39152	12/20/2023	CITY OF CEDARBURG	74,783.53
39153	12/20/2023	DIGGERS HOTLINE INC	31.84
39154	12/20/2023	Elan Financial Services	561.39
39155	12/20/2023	EMPLOYEE BENEFITS CORP	605.74
39156	12/20/2023	FIVE CORNERS TRUCK & AUTO	433.28
39157	12/20/2023	GFL Environmental	60.37
39158	12/20/2023	GOLLNICK & SONS TREE SERVICE LLC	5,562.50
39159	12/20/2023	GOLLNICK & SONS TREE SERVICE LLC	2,100.00
39160	12/20/2023	LANNON STONE PRODUCTS	222.13
39161	12/20/2023	Lumen	12.86
39162	12/20/2023	Magic Hands by Theresa, LLC	480.00

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ALL Checks

Posted From: 12/01/2023 From Account:  
Thru: 12/31/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
39163	12/20/2023	Ontech Systems Inc.	136.00
39164	12/20/2023	Quality State Oil - Sheboygan	2,155.48
39165	12/20/2023	Quality Truck Care Center	134,997.00
39166	12/20/2023	QUILL CORPORATION	218.50
39167	12/20/2023	SEH	2,365.50
39168	12/20/2023	Tim Setzer	1,365.00
39169	12/20/2023	UHS Premium Billing	12,623.68
39170	12/20/2023	WE ENERGIES	1,822.07
39171	12/20/2023	WI Department of Transportation-7366	1,062.30
39172	12/20/2023	WISCONSIN PUMP & SUMP	150.00
39173	12/20/2023	WM Corporate Services, Inc.	34,898.82
39174	12/27/2023	Greenwood, Matthew	184.44
39175	12/27/2023	Socks, Verne and Corinne	25.66
39176	12/27/2023	American Metal and Paper	261.60
39177	12/27/2023	BOEHLKE BOTTLED GAS	37.63
39178	12/27/2023	CEDARBURG CHAMBER OF COMMERCE	185.00
39179	12/27/2023	ESS- Engineered Security Solutions Inc.	232.50
39180	12/27/2023	GODFREY & KAHN	1,480.00
39181	12/27/2023	HALQUIST STONE	2,450.00
39182	12/27/2023	HAWKINS ASH CPA'S	3,020.00
39183	12/27/2023	JACKSON CONCRETE INC	533.00
39184	12/27/2023	Ozaukee County Tourism Council, Inc.	100.00
39185	12/27/2023	RICOH USA, INC.	190.24
39186	12/27/2023	Tapco	305.70
39187	12/27/2023	Town Square Publications	595.00
Aflac	12/13/2023	AFLAC	135.18
Eftps	12/01/2023	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,298.18
Eftps	12/15/2023	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	5,535.82
Eftps	12/29/2023	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	5,651.16
V3973	12/15/2023	Bartley, Andrew	2,008.87
V3974	12/15/2023	Butschlick, Jamie	1,401.86
V3975	12/15/2023	Carter, Christopher	1,566.80
V3976	12/15/2023	FITTING, RYAN	164.92

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ALL Checks

Posted From: 12/01/2023 From Account:  
Thru: 12/31/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
V3977	12/15/2023	Johnston, Jack	1,520.07
V3978	12/15/2023	Jungbauer, Paul	1,627.94
V3979	12/15/2023	LENZ, CARL	31.83
V3980	12/15/2023	Mett, Julie	495.92
V3981	12/15/2023	Monticelli, Adam	2,820.09
V3982	12/15/2023	Pautz, Peter	1,480.12
V3983	12/15/2023	Ryer, Eric	3,401.29
		Grand Total	515,663.15

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Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 12/01/2023 From Account:  
Thru: 12/31/2023 Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	218,382.77
Total Expenditure from Fund # 200 - SPECIAL REVENUE FUND	9,786.34
Total Expenditure from Fund # 205 - SPECIAL REVENUE FUND - ARPA	11,263.64
Total Expenditure from Fund # 300 - CAPITAL PROJECT FUND	274,605.48
Total Expenditure from Fund # 500 - RECREATION	1,624.92
Total Expenditure from all Funds	515,663.15



Agenda Date: 1/3/2024  
Agenda Item: # 11a

## TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

**MEMO TO:** David Salvaggio, Town Chairman  
Town Board

**MEMO FROM:** Eric Ryer, Administrator  
Jack Johnston, Assistant Administrator/Clerk

**MEMO WRITTEN:** December 27, 2023

**MEMO SUBJECT:** Item #11a: Discussion and possible motion on Ordinance 2024-1, "Ordinance to Amend Chapter 154 Fire Prevention, of the Town of Cedarburg Code of Ordinance, Ozaukee County, Wisconsin"\*

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### **BACKGROUND**

As part of the new 10-year Fire & EMS shared services agreement with the City of Cedarburg, the Fire Chief is to give an annual report to the Town Board and Common Council at their respective first August regular meetings on an annual basis. The Board and Council would then take action on the department budget.

Additionally, the agreement calls for the Town and City to maintain an identical fee structure for programs covered under this agreement for residents of both the Town and City. The Town Annual Fee schedule shall include the same fees as the City to implement this.

This proposed ordinance reflects those two updates to Town Code chapter 154 on Fire Prevention. If approved, the Board will consider the updated fee schedule to reflect the Fire Department fees as a separate item.

### **ACTION REQUESTED**

Staff requests the Town Board consider Ordinance 2024-1, "Ordinance to Amend Chapter 154 Fire Prevention, of the Town of Cedarburg Code of Ordinance, Ozaukee County, Wisconsin," regarding fees, annual report to the Town Board, and budget action.

### **ATTACHMENTS**

- I. Ordinance 2024-1

**TOWN OF CEDARBURG  
ORDINANCE NO. 2024-1**

**An Ordinance to Amend Chapter 154 Fire Prevention, of the  
Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin.**

- WHEREAS,** The Town of Cedarburg is a body corporate and politic; and,
- WHEREAS,** the Town Board exercises village powers by Ch. 61, Wis. Stats.; and,
- WHEREAS,** the Cedarburg Fire Department has requested a review and amendments to amend the Town of Cedarburg ordinance consistent with the 10-year shared services agreement; and,
- WHEREAS,** the Town Board recognizes the importance of a current and accurate Fire Prevention ordinance aligned with the Cedarburg Fire Department to provide for the safety and welfare of residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, that Chapter 154 Fire Prevention of the Town of Cedarburg Code of Ordinances is hereby amended to read as follows:

**(The text modified with a strikethrough shall be deleted).  
(The text modified with an underline shall be added).**

**§ 154-4 Annual report.**

A report of the Fire Department (presentation by the Fire Chief) shall be made annually to both the City Common Council and Town Board at their respective first August regular meeting on an annual basis. Following the report/presentation, the elected bodies will take action on the proposed budget addressing the operating and Capital budget costs. ~~transmitted to the Town Board.~~ The Chief of the Fire Department shall also recommend any amendments to the Fire Prevention Code which, in their judgment, shall be desirable.

**§ 154-12 Inspections.**

It shall be the duty of the Chief of the Fire Department or their designee to inspect or cause to be inspected by the Fire Department all buildings and premises, except the interiors of private dwellings and buildings used for agricultural purposes, as often as may be necessary for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire or any violations of the provisions or intent of this chapter and of any other ordinance affecting the fire hazard and to ensure compliance in all places of assembly with all laws, regulations and orders dealing with overcrowding, use of decorative materials, maintenance of exitways, and maintenance of fire alarm and fire detecting systems and fire extinguishing systems and appliances. The Chief of the Fire Department or their designee, upon the complaint of any person or whenever they shall deem it necessary, shall inspect any buildings and premises within their jurisdiction. The Fire Chief or their designee shall keep a record of all inspections with all facts concerning the same.

A. Under the terms of the 10-year shared service agreement January 1, 2024-December 31, 2033, the Town and City agree to maintain an identical fee structure for programs covered under this agreement for residents of both the Town and City. The Town Annual Fee schedule shall include the same fees as the City to implement this.

This ordinance shall be in full force and effect upon its passage and posting as provided by law.

**PASSED AND ADOPTED** by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, this 3<sup>rd</sup> day of January, 2024.

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David M. Salvaggio  
Town Chairman

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Jack Johnston  
Assistant Administrator/Clerk

DRAFT



Agenda Date: 1/3/2024  
Agenda Item: # 11b

## TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

**MEMO TO:** David Salvaggio, Town Chairman  
Town Board

**MEMO FROM:** Eric Ryer, Administrator  
Jack Johnston, Assistant Administrator/Clerk

**MEMO WRITTEN:** December 27, 2023

**MEMO SUBJECT:** Item #11b: Discussion and possible motion on Resolution 2024-1, "Approving the Town of Cedarburg Fiscal Year 2024 Annual Fee Schedule"\*

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### **BACKGROUND**

Each year, the Town Board must approve the Town of Cedarburg's fee schedule. The fee schedule designates fees, per Town Ordinances, for various duties performed by Town staff, boards, or commissions/committees.

The Board approved an updated fee schedule for 2024 at their regular meeting on December 6, with the following adjustments:

- No changes to Town related fees
- New fees related to the 10-year Fire Department Shared Services agreement. These relate to fire inspection fees that will begin to be incurred in 2024 as well as those related to the fourth false alarm at a property in one calendar year, and any subsequent false alarms.

### **UPDATE**

Town Staff forwarded the approved fee schedule as requested by the Cedarburg Fire Department. Subsequently, Town staff was notified that fees of differing amounts were proposed and approved by the City Common Council at their meeting on December 11, 2023. As the Town is obligated to have matching fees with the City as a part of the shared services agreement, a revised fee schedule is included here for approval by the Town Board. No other adjustments to the fee schedule are proposed.

### **ACTION REQUESTED**

Staff requests the Town Board consider Resolution 2024-1, "Approving the Town of Cedarburg Fiscal Year 2024 Annual Fee Schedule."

### **ATTACHMENTS**

- I. Resolution 2024-1 & Proposed Annual Fee Schedule

# The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

## RESOLUTION #2024-1

“Approving the Town of Cedarburg Fiscal Year 2024 Annual Fee Schedule”

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

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

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Cedarburg, Wisconsin does hereby approve and incorporate herein the 2024 Annual Fee Schedule, to be effective fiscal year 2024 (January 1, 2024 through December 31, 2024).

Passed and adopted this 3<sup>rd</sup> day of January, 2024.

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David M. Salvaggio, Town Chairman

*Attest:*

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Jack Johnston, Asst. Administrator/Clerk



## 2024 Annual Fee Schedule: Proposed by Resolution 2024-1 (1-3-2023)

TOWN CODE SECTION	DESCRIPTION	PROPOSED FEE
§95-3(A)	Dog License	\$5 for “Fixed (fe)males, \$10 Otherwise
§95-3(B)	Kennel License	\$35 (up to 12 dogs); \$3 for additional dogs
§95-4	Late Dog License Fee	\$5
§95-23	Honey Bee Keeping License	\$20
§95-24	Chicken License/Coop & Run Inspection	\$25 coop/run inspection/initial license \$10 annual license renewal
§305-10	Overweight Vehicle Permit Fee	\$50
§175-11	License Transfer Fee (Bar Premises)	\$10
§175-5	Class “A” Intoxicating Liquor License	\$500
§175-5	Class “B” Intoxicating Liquor License	\$500
§175-5	Class “A” Fermented Malt Beverage License	\$100
§175-5	Class “B” Winery License	\$500
§175-5	Class “B” Fermented Malt Beverage License	\$100
§175-5	Temporary Class “B” (Picnic) Beer & Wine	\$10
§175-5	Retail Reserve Class “B” Intox. Liquor Lic.	\$10,000
§175-19	Operator’s License (non-refundable)	\$32
§175-19	Provisional License (non-refundable)	\$15
§130-4	Direct Seller’s Permit	\$100 resident / \$150 non-resident
§118-2	Cigarette License Fee	\$100
§200-3	Massage Establishment License	\$200
§200-3	Massage Establishment Permit Fee	\$25
§195-11,15,16	Adult Oriented Establishment License	New license: \$350 Renewal: \$250 (+\$100 late fee)
§279-11	Street Use Permit	\$25 + \$1,000 refundable bond
§163-3	Flea Market License	\$25/day
§206-25	Non-Metallic Mining Sites Annual Fee	\$20/acre
§290-3	Taxicab & Limousine License	\$15/year/vehicle
§142-2	Carnival/Circus License	\$50
§142-2	Public Entertainment	\$10/day; \$25/week
§214-1	Mobile Home/Trailer Permit	\$3/day
§70-4	Tax Bill Information Request/Copy Fee	\$1 each
§21-15	Special Assessment Letter Request	\$35 each
§184-17	*Land Division / Rezone Concept Fee	\$100
§184-7 §184-17	*Minor Land Division Application Fee	\$125
§184-12 §184-17	*Certified Survey Map Review Fee	\$125 (base fee) + additional review cost above base fee

TOWN CODE SECTION	DESCRIPTION	PROPOSED FEE
§184-10	*Preliminary Plat Review Fee	\$250 or \$150+\$10/Lot (Greater Amount) + additional review cost above base fee
§184-10	*Reapplication Fee (2 <sup>nd</sup> Review of Prelim. Plat)	\$50
See Applicable Section	Late Application Fee / Special Meeting Fee	\$400 (applies to items with * symbol)
§184-6	Land Use Study Fee	\$250 or \$150+\$10/Lot (Greater Amount)
§184-6	*Reapplication Fee (x2 Review of Land Use Study)	\$50
§184-11	*Final Plat Review Fee	\$250 or \$150/Lot+\$10 (Greater Amount) + additional review cost above base fee
§185-07	Stormwater Management Plan Review Fee	\$325 + additional review costs above base fee
§279-1	Right-of Way Permit	\$35 fee + \$1,000 refundable bond
§184-11	*Reapplication Fee (2 <sup>nd</sup> Review of Final Plat)	\$50
§320-41	*Planned Unit Development Petition Fee	\$250 (Preliminary Plat fee may apply)
§320-48	*Conditional Use Permit Fee	\$300 + actual review costs above base fee
§320-107(E)	*Telecommunication Installation	\$200 + actual review costs above base fee
§320-118	*Pond Permit Application	\$100 + actual review costs above base fee
§320-130	*Rezoning Petition Fee	\$300 + actual review costs above base fee
§320-130	*Text Amendment Fee	\$150 + \$1,000 deposit max review costs
§320-132	Zoning Board of Appeals	\$150 + \$1,000 deposit actual review costs
§184-16	Impact Fee	\$3,790
§112-5	Outdoor Wood-Fired Furnace Permit Fee	\$45
§112-10	Outdoor Wood-Fired Furnace Variance	\$50
§320-103	*Wind Energy System	Project Dependent: contact staff
§320-25, §320-26, §320-29, §320-31	*Architectural & Site Plan Review	Actual administrative and consultant related fees incurred by Town
§320-63, §320-65	Reviews related to repairs, improvements, additions and/or alterations to nonconforming structures	Actual administrative and consultant related fees incurred by Town
§232-6 Park & Recreation Rentals	Recreation Facilities Park Reservation	See Recreation Rental Schedule \$65/day resident, \$100/day Non-Resident + security deposit
<b>IMPACT FEE BREAKDOWN</b>		
§184-16(C)(1)	Parks, Public Sites & Open Spaces	\$1,008.90 (26.62%)
§184-16(C)(2)	Municipal Buildings, Sites & Facilities	\$2,199.72 (58.04%)
§184-16(C)(3)	Drainage, Highways, Traffic Control and Other Infrastructure	\$581.39 (15.34%)
§232-4(B)	PVNP Shelter Rental	\$200 Deposit & \$75 for TOC Resident; \$100 for Non-Resident

TOWN CODE SECTION	DESCRIPTION	PROPOSED FEE
	<b>RECYCLING FEES</b>	
§273-11	Town Recycling Yard Access Key Card	\$35 initial purchase, \$30 annual renewal, \$10 replacement card
§273-25	Tire Disposal Fees	No charge, limit 8 per residence per year w/ purchase of access card
§273-24	Appliance Disposal Fees	No charge for appliances w/ purchase of access card
§273-6(A)(7) §10-12	Special Pick-up	\$100 + \$2.50/min. after 15 minutes
§273-6(A)(8), §10-12	Brush Collection	\$145 + \$2.50/min after 30 minutes
	<b>FIRE INSPECTION/DEPARTMENT FEES</b>	
§5-2-4 City of Cedarburg Code of Ordinances	<del>Semi</del> -Annual fire inspection per Shared Services Agreement with the City of Cedarburg	Under 1,000 square feet \$15 per year
		1,001—5,000 square feet \$25 per year
		5,001—10,000 square feet \$50 per year
		10,001—20,000 square feet <del>\$75</del> \$100 per year
		20,001—30,000 square feet <del>\$125</del> \$150 per year
		30,001—40,000 square feet <del>\$150</del> \$200 per year
		40,001—50,000 square feet <del>\$175</del> \$300 per year
		50,001—75,000 square feet <del>\$250</del> \$400 per year
		75,001—100,000 square feet <del>\$350</del> \$500 per year
		Over 100,000 square feet <del>\$500</del> \$1,000 per year
§5-2-4	Residential Buildings with no inspectable common areas – exterior inspection only	\$15 per year
<del>§5-2-4</del>	<del>Special Charge tax bill, unpaid fees</del>	<del>\$15 per impacted parcel, plus unpaid fees</del>
§5-4-9	False Alarm Charge	No charge for first two false alarms, <del>\$140</del> \$150 for <del>fourth</del> third alarm; \$250 for fourth alarm, \$400 for fifth and subsequent alarm per location
§5-2-5	Fire Protection System Permit Application	\$75 base + \$1 for each fire alarm/detection system device + \$1 for each fire suppression/sprinkler system head



Agenda Date: 1/3/2024  
Agenda Item: # 11c

## TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

**MEMO TO:** David Salvaggio, Chairman  
Town Board

**MEMO FROM:** Adam Monticelli, Director Public Works

**MEMO WRITTEN:** December 15, 2023

**MEMO SUBJECT:** Item #11c: Discussion and possible motion on the purchase of the equipment package for the bucket truck\*

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### **BACKGROUND**

The Public Works Department spent extensive time researching, demonstrating/testing, and evaluating different pieces of equipment related to aerial arborist work. During this process, it was determined that a replacement bucket truck would be required for our current 26-year-old piece of equipment. The Town crew determined a smaller 1-ton version of our existing bucket truck would be more appropriate for the work we complete as well as due to the cost savings that exist between the larger model and the 1-ton model. Due to the lead times required for the equipment installation, staff are bringing forward the aerial equipment package only at this time and will bring the 1-ton cab/chassis later in 2024/2025 for approval. Funding for the bucket truck cab/chassis and aerial equipment was included as Capital Equipment, and is scheduled to be spent as part of the 2025 Capital Plan (the approval being sought is for placing the order only, with payment due in 2025).

### **STAFF ANALYSIS**

Town staff through its extensive research, testing, and evaluations of both commercial and municipal equipment it was determined that Utility Sales and Services was the most appropriate vendor to provide the equipment and installation of the aerial equipment. Utility Sales and Services can provide all required aerial equipment and installation for \$159,814.00.

### **ACTION REQUESTED**

Staff requests the Town Board review and consider approval of the aerial equipment only at this time in the amount of \$159,814.00.

### **ATTACHMENTS**

- I. 2024 Aerial Equipment Quote



412 Randolph Drive, Appleton, Wisconsin, 54913, Office (920) 788-2699 Fax (920) 788-4699

Quote Type:	Budget Estimate
Company name:	Cedarburg Town of
Customer Name:	Andy Bartley
Customer Email address:	abartley@townofcedarburgwi.gov
Quote Date:	9/29/2023
Vehicle Use:	Aerial
Quote Number:	230405
Drawing?:	Drawing with Order

Chassis			
QTY	Description	Extra Chassis Info	Drive & Engine
1	Dodge 5500	Customer Supplied	4x4 Gas
	GVWR	19,500lbs	
	Cab Color	White	
	CA"	84"	
	Cab Type	Reg Cab	

Aerial			
QTY	Description	Supplier	TIME
1	VST-471		

Horizontal Reach	30'9"
Height to bottom of platform	46'10"
Minimum GVWR	17,500lbs
Appx Curb Weight for Stability	14,500lbs
Platform Capacity (With Jib if applicable)	500/600
Platform Size	30"
Jib	No Jib
Requested Jib Capacity	NA
Start Stop Location(s)	Upper & Lower Controls, Rear
Two Speed Switch Location(s)	Upper & Lower Controls, Rear
Emergency Power Location(s)	Upper & Lower Controls
Aerial Color	White
Platform Stow Position	CS
Boom Rest Type	Ratchet Strap
Elevator	No
Tru-guard	No
Hydraulic Tools at Basket	Yes
	2 sets of Black Outriggers

Body		
QTY	Description	
1	84DLS	
	SS Compartment Lengths in Inches	30.5/30.5/40/31
	CS Compartment Lengths in Inches	30.5/30.5/42/WU
	Front of body to CA	81"
	Overall Body Length	132"
	Compartment Mounting Height From floor to TOC	22"
	Overall Width	94"
	Pack Depth	20"
	Floor Width	54"
	Pack Height	42"
	Chassis CA	84"
	Front outrigger inside body Cutouts/ Or outside of body	10" (USSI Standard)
	Rear outrigger inside body Cutouts/ Or outside of body	Outside of Body
	Body Color	White
	Body Lights	In Rear of Tailshelf

Body/Compartment Accessories			
QTY	Description	Location	Special Instructions
1	Under Structure	Under Structure	Steel
1	Floor Material	Floor	Aluminum
1	Non-Skid Compt Tops	See Special Instructions	All Compt Tops
1	Rope Light Compt Lighting	See Special Instructions	Both Sides & Top of All Compts
2	Wheel Chock Holder	CS	Fender
1	Rubber Mounted Grip Strut Step	Ship Loose	For Access Way
2	Alum Rock Guards	See Special Instructions	Front Bottom Corner of Body. Marker Light Mounted 1" Above Each Guard.
1	LED Light Kit W/Chassis Adapter	Ship Loose	No Holes in Rear of Body
1	Tailboard	See Special Instructions	Yellow
6	Locking Swivel Hook	First Vertical (SS)	Top of Compartment. 10 O/R cutout.
2	Adjustable Shelf W/Dividers	Second Vertical (SS)	
1	Adjustable Shelf W/Dividers	Horizontal (SS)	
2	Adjustable Shelf W/Dividers	Rear Vertical (SS)	
6	Locking Swivel Hook	First Vertical (CS)	Top of Compartment. 10 O/R cutout.
2	Adjustable Shelf W/Dividers	Second Vertical (CS)	
1	Adjustable Shelf W/Dividers	Horizontal (CS)	
1	Access Way W/Grip Strut Steps	Rear Vertical (CS)	1 Grab Handle

Other				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Bucket Cover 24"X30" W/Control	<a href="#">Click here oncel.</a>	CB-7 W/C	On Bucket
1	Bucket Liner W/Inside Step 24"X30"X42"	<a href="#">Click here oncel.</a>	L3042S	In Bucket
2	Mudflap 16"X24" USSI	<a href="#">Click here oncel.</a>	B16LXC,MF-BRKT	Behind Rear Tires
4	Outrigger Pad 18"X18" (Composite)	<a href="#">Click here oncel.</a>	D1818	In Holders
2	Outrigger Pad Holder 18"X18"	<a href="#">Click here oncel.</a>	6003005B-2	USSI Standard
1	Fire Extinguisher 5# W/Vehbrkt	<a href="#">Click here oncel.</a>	B500TM	Ship Loose
2	Rubber Wheel Chocks	<a href="#">Click here oncel.</a>	FA-26-R	In Holders
1	Grab Rail Outrigger	<a href="#">Click here oncel.</a>	6003089	Rear O/R
1	Lower Boom Rest VST47 52P	<a href="#">Click here oncel.</a>	6003297	
1	Upper Boom Rest VST47 52P	<a href="#">Click here oncel.</a>	6003298	
1	Cone Holder 24" Pin Style	<a href="#">Click here oncel.</a>	6003063	CS rear tailshelf
1	Cab Guard Assy		6003384	
1	Window Guard AC	<a href="#">Click here oncel.</a>	6003058	
1	Rubber Pad for Boom Protection		434-1	Rear of Tailshelf
1	Paint Non-Skid Black		AS-150	Walking Surfaces
1	Triangle Reflector Kit		20R	Ship Loose

Towing				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	ICC Bumper	<a href="#">Click here once!</a>	1809025	Rear

Lights				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	License Plate Light LED	<a href="#">Click here once!</a>	15040	Rear
2	STT/BU/Strobe Combo Light	<a href="#">Click here once!</a>	SY1432ACRS	Tailshelf
6	SYFLAT Surface Mount Led Strobe Light	<a href="#">Click here once!</a>	SYFLAT6D-AG	2 in Grille, recessed rear corners of cab guard facing to the side. 2 rear of body side packs.
1	Work Light LED W/O Switch W/Bracket	<a href="#">Click here once!</a>	SYTLED1400R-FL, SYMB-BB	Rear of Pedestal
4	Scene Light 9"	<a href="#">Click here once!</a>	ZZSYLED-SL-9	Mounted near outriggers.
1	Lumabar	<a href="#">Click here once!</a>	AY-LB-12HW020	Access Way

Electrical Other Than Lights				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Back-Up Alarm Dual Function	<a href="#">Click here once!</a>	STA20502DW	USSI Standard
1	Wire Body/Compartment Lighting			
1	Install & Wire OEM Backup Camera at Rear			
2	Wire Harness Motion Alarm	<a href="#">Click here once!</a>	6006MAH10	1 for each set of O/R's
1	Wire Harness Tailshelf Left	<a href="#">Click here once!</a>	6006THL12	
1	Wire Harness Tailshelf Right	<a href="#">Click here once!</a>	6006THR12	

Hydraulic / Connection Parts/PTO & Pump				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Quick Couple Kit 1/2" With Covers	<a href="#">Click here once!</a>	FF-371-8FP,FF-372-8FP, TFF38N,TMF38N	At Bucket
1	Pump PTO Kit	<a href="#">Click here once!</a>	ZZ210FMMFPB450	
1	Hose Kit VST47 Reg Cab		6009006	

Tail Shelf				
QTY	Type	Door Type	Part Number	Mounting Location/Special Instructions
1	Saddle_Box	Vertical	SBV193094 (19H x 30W x 94L)	

USSI Fabrication			
QTY	Description (Put a 1 in QTY for all that apply)	Part Number	Mounting Location/Special Instructions
1	Prep Chassis		
1	Hook Up Fuel Fill each 15,000# GVWR and Over		
1	Fab & Install Bucket Support		
32	Plumb Unit & Fill with Hydraulic Oil (Per gallon)	ZZ900244	
1	Install Stop/Start/Throttle on Chassis in Lieu of Wired Rite SST		
1	Install Return Filter		
1	ANSI Inspection		
1	Dielectric Test		
1	DOT Inspection		
1	Clean and Prep for delivery		
1	Stability Test		



412 Randolph Drive, Appleton, Wisconsin, 54913, Office (920) 788-2699 Fax (920) 788-4699

Quote Date: 9/29/2023  
Quote No: 230405

Andy Bartley  
Cedarburg Town of  
1293 Washington Ave, Cedarburg WI 53012

Dear Mr. Andy Bartley,

*UTILITY SALES and SERVICE, INC.* is pleased to submit the following quote. Please review before signing this purchase contract. After signing this contract, any and all changes will result in a change order. If a change order is required, cost may be added to the total purchase cost.

The above listed customer, Cooperative, or municipality hereby agrees to purchase the Vehicle per Utility Sales and Service, Inc. Quotation No. listed above, and dated above. Further, by executing this agreement, the undersigned asserts that he/she has the authority to commit the resources of the customer listed above.

Pursuant to this agreement, The above listed customer asserts that this sale qualifies for sales tax exemption under \_\_\_\_\_ And all use of the Vehicle quoted conforms to the Wisconsin Administrative Tax Rule. If ever in the future it is determined that any tax, penalties or interest are due, they are the sole responsibility of the listed customer.

### Price Information

AERIAL, BODY, ACCESSORIES & INSTALLATION:	\$152,598
CHASSIS: Dodge 5500 4x4 GasReg Cab	Customer Supplied Chassis
	\$0
NET PRICE F.O.B.	\$152,598

Please indicate which option (if any) you are selecting to by placing a check in the box next to the desired selection. Add option(s) price to NET total.

<input checked="" type="checkbox"/> OPTION#1- Hyd Pole Saw	\$2,479
<input checked="" type="checkbox"/> OPTION#2- Add Bucket Elevator	\$3,517
<input checked="" type="checkbox"/> OPTION#3- Add Etrack to the top CS cargo wall with hooks.	\$214
<input checked="" type="checkbox"/> OPTION#4- Arrow Board	\$1,006

Price with Options: \$159,814.00

## Terms & Conditions

- 1 Your sales terms for this order: Net 30 days
- 2 Estimated delivery date: 3/31/2026  
Depending on the large  
component delivery dates.  
10/29/2023
- 3 This quote is valid until date:
- 4 This quotation does not include any applicable sales taxes, title or license fees.
- 5 (\*\*\*) All cost increases including surcharges for major components (Chassis, Aerial, Body, Parts) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to invoices.
- 6 USSI do not guarantee to match the color of the body to the chassis cab or other painted components. A close match can be achieved by the customer providing an approved, non-metallic dry sample of paint. When metallic paint is used, the closest possible match can only be achieved by painting the body with metallic paint. Contact USSI for cost of painting the body, if desired.
- 7 CLARIFICATION: When Utility Sales and Service, Inc. (USSI) is requested to provide a chassis in response to a bid specification we do so as a service to our valued customer. USSI does not assume the chassis manufacturer's warranty. In addition, USSI does not provide transportation to or from our customer's preferred chassis dealer. USSI is responsible for assuring that the chassis conforms to the letter of the written specification (if said spec. is appropriate, available and feasible) in the bid request provided by our customer. USSI administers all equipment and body manufacturer's warranties applicable to components we install onto the chassis and provide a one-year warranty (from the date of delivery of the completed unit) on USSI workmanship.
- 8 This Purchase Contract is subject to the STANDARD TERMS AND CONDITIONS OF SALE-USSI HOLDINGS, INC., d/b/a Utility Sales and Service-EQUIPMENT & VEHICLES (the "Terms and Conditions"), as found on our webpage for equipment & vehicles terms & conditions or , PARTS AND SERVICE (the "Terms and Conditions"), as found on our webpage for parts & service terms & conditions or by contacting Utility Sales & Service Sales Department at 920-788-2699 to obtain copies. The terms of the Terms and Conditions are incorporated into herein and made part hereof and shall apply to this purchase and sale except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Delivery and acceptance of the equipment and/or vehicle subject to this invoice shall constitute unconditional acceptance of the Terms and Conditions. Delivery of the parts or completion of the service subject to this invoice shall also constitute unconditional acceptance of the Terms and Conditions.

Name: (Print): Andy Bartley

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

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

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

Please verify Contact information below is the Current Information for your Unit.

Shipping Address: 1293 Washington Ave, Cedarburg WI 53012Billing Address: 1293 Washington Ave, Cedarburg WI 53012

Purchase Order Number \_\_\_\_\_

Contact Number: 262-689-5870Email Address: abartley@townofcedarburgwi.gov

Thank you for considering *UTILITY SALES & SERVICE, INC.* to meet your needs in utility equipment. We look forward to serving you.

Sincerely,

*Matt Wedig*

Outside Sales Rep: Matt Wedig (262)443-4416, Mattw@utilityssi.com

Inside Sales Rep: Jason Janquart, (920) 788-2699 Jasonj@utilityssi.com

## TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

**MEMO TO:** Dave Salvaggio, Chairman  
Town Board

**MEMO FROM:** Eric Ryer, Administrator

**MEMO WRITTEN:** December 21, 2023

**MEMO SUBJECT:** Item 11d: Discussion and possible motion on approval to enter into a 60-month lease agreement with Ricoh Copier\*

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### **BACKGROUND**

The Town has previously entered into a Copier Lease agreement with Ricoh in April of 2014, and March of 2019 for 60-month leases. The 2014 agreement cost was \$361.50/month, and the 2019 agreement cost was approximately \$307.95/month (actual based on use ~\$251.49). The copier is an all-in-one color copier that also scans, faxes, collates and sorts. The Town has enjoyed the relationship with Ricoh over the last 5 years with good service on maintenance items as well as good dependability.

Staff is recommending a 60-month lease for the Ricoh IMC 4510, which would result in a cost savings over our current lease agreement of approximately \$9.38/month based on estimated costs. The new agreement would be approximately \$242.11/month based upon historic useage of the machine (minimum payment specified \$204.69). The lease includes parts, labor, toner and staples.

### **ACTION REQUESTED**

Town Staff requests Town Board consideration making a motion to enter into another 60-month lease agreement with Ricoh for the IMC 4510 at an estimated cost of \$242.11/month all inclusive aside from paper.

### **ATTACHMENTS**

- I. Ricoh Attachments
- II. Price Breakdown Cost Saving "Current vs Proposed"



# EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	TOWN OF CEDARBURG			Phone:	(262) 377-4509
Contact Name:	Eric Ryer				
Address:	1293 WASHINGTON AVE			City:	CEDARBURG
State:	WI	Zip:	53012-9304	Fax/Email:	eryer@townofcedarburgwi.gov

Make	Model	Serial Number
	IMC4500	3128MC01059/C84267899

## **This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option**

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Rico") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

## **CUSTOMER**

Signature: \_\_\_\_\_  
 Name: Eric Ryer  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **RICOH USA, INC.**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Initials



ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: TOWN OF CEDARBURG		
Address Line 1: 1293 WASHINGTON AVE		Contact: Eric Ryer
Address Line 2:		Phone: (262) 377-4509
City: CEDARBURG		E-mail: eryl@townofcedarburgwi.gov
ST/Zip: WI/53012-9304	County: OZAUKEE	Fax:

Check all that apply:

- ☐ PO Included PO#
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ TS PO# (if applicable)
- ☐ IT Service (Subject to and governed by additional Terms and Conditions)
- ☐ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☒ Fixed Rate Service Term 60 Months
- ☐ Syndication
- ☐ Add to Existing Service Contract #

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: TOWN OF CEDARBURG			
Address Line 1: 1293 WASHINGTON AVE		Contact: Eric Ryer	
Address Line 2:		Phone: (262) 377-4509	
City: CEDARBURG		E-mail: eryl@townofcedarburgwi.gov	
ST/Zip: WI/53012-9304	County: OZAUKEE	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	QUARTERLY	QUARTERLY	GOLD

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax			
TOWN OF CEDARBURG	1293 WASHINGTON AVE Main Office	CEDARBURG WI/53012-9304 OZAUKEE	Eric Ryer	(262) 377-4509 eryer@townofcedarburgwi.gov			
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance  QUARTERLY	B/W Ovg	Total Color Allowance  QUARTERLY	Color Ovg	Service Base QUARTERLY

RICOH IMC4510 CONFIGURABLE PTO MODEL	1	GOLD	0	0.003	0	0.03	\$0.00
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BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS NETWORK & SCAN - SEG BC4	1
TS-NO CHARGE BASIC INITIAL TRAINING CONTRACTED PRICE LIST	1
M2M LEASE RATE	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	
Order is subject to NASPO Contract #140602 & State of Wisconsin Contract PA 505ENT-M20-MFDCOPIER-01		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: Eric Ryer	Printed Name:
Title:	Title:
Date:	Date:

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the “Agreement”) set forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”)

identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the “Order”) to the “Customer” identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

**Terms applicable to Service transactions only:**

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer’s failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer’s specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “RicoH Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer’s site, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the “Term.” Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following (“Termination Fee”): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24<sup>th</sup>) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the

Order. For the purposes herein, the “Monthly Service Charge” shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer’s termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges (“Service Charges”) will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer’s limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh’s registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer’s specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a “per call” basis at Ricoh’s then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer’s recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions (“AMR”). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR (“Data”) is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh (“Professional Services”) by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer’s location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh’s performance of the Professional Services is dependent upon Customer’s timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall

remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to “360 degree” service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available “on site” for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh’s trained customer replaceable units program (“TCRU Program”), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh’s remote, self-service support tools (which are available at [www.My.Ricoh-USA.com](http://www.My.Ricoh-USA.com), or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer’s behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers’ compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

#### **Terms applicable to Product sale transactions only:**

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer’s failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh’s prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

#### **Terms applicable to all transactions:**

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted

by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

\_\_\_\_\_  
Initials



Ricoh USA, Inc.  
300 Eagleview Blvd  
Suite 200  
Exton, PA 19341

## Product Schedule

### NASPO ValuePoint

**Product Schedule Number:**  
**Master Lease Agreement Number:** ~

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and TOWN OF CEDARBURG, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

TOWN OF CEDARBURG				Eric Ryer			
Customer (Bill To)				Billing Contact Name			
1293 WASHINGTON AVE				1293 WASHINGTON AVE			
Product Location Address				Billing Address (if different from location address)			
CEDARBURG	OZAUKEE	WI	53012-9304	CEDARBURG	OZAUKEE	WI	53012-9304
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (262) 377-4509			Billing Contact Facsimile Number		Billing Contact E-Mail Address eroyer@townofcedarburgwi.gov		

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IMC4510 CONFIGURABLE PTO MODEL	1293 WASHINGTON AVE, CEDARBURG, WI, 53012-9304, US

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)  60	<b>Minimum Payment</b> (Without Tax)  \$204.69	<b>Minimum Payment Billing Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____
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Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: )

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: PO Subject to NASPO ValuePoint Contract #140602 and 505ENT-M20-MFDCOPIER-01

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b>  By: <b>X</b> _____ Authorized Signer Signature <b>Eric Ryer</b> Printed Name: _____  Title: _____ Date: _____	<b>Accepted by: RICOH USA, INC.</b>  By: _____ Authorized Signer Signature Printed Name: _____  Title: _____ Date: _____
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**Certificate Of Completion**

Envelope Id: A0489EA5CFA04B2E81D66A4644D14C69

Status: Delivered

Subject: Ricoh Docs for TOWN OF CEDARBURG to Review &amp; Sign (Quote 33807752)

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 0

RicoH DocuSign

AutoNav: Enabled

PO Box 6117

Envelope Stamping: Enabled

Macon, GA 31208

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

RicoHDocuSign@RicoH-usa.com

IP Address: 52.2.226.144

**Record Tracking**

Status: Original

Holder: RicoH DocuSign

Location: DocuSign

12/21/2023 1:42:46 PM

RicoHDocuSign@RicoH-usa.com

**Signer Events****Signature****Timestamp**

Eric Ryer

Sent: 12/21/2023 1:42:47 PM

eryer@townofcedarburgwi.gov

Viewed: 12/22/2023 6:55:13 AM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/22/2023 6:55:13 AM

ID: df492bf5-a4fe-48ca-b834-60b9a1e9eadb

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Den Braven Mark

Mark.DenBraven@ricoh-usa.com

RicoH USA, Inc.

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**COPIED**

Sent: 12/21/2023 1:42:48 PM

Viewed: 12/21/2023 1:43:38 PM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/21/2023 1:42:48 PM

Certified Delivered

Security Checked

12/22/2023 6:55:13 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact RICOH USA Inc.**

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

### **To withdraw your consent with RICOH USA Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

### **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.



Quote Document for

TOWN OF CEDARBURG

Date: December 07, 2023

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**Quantity**

1

**Item Description**

RICOH MODEL IMC4510

PAPER FEED UNIT PB3320

BRIDGE UNIT BU3100

1 BIN TRAY BN3140

BOOKLET FINISHER SR3330

POSTSCRIPT3 UNIT TYPE M52

FAX OPTION TYPE M52

INNOVOLT POWER FILTER W/INRUSH, SURGE AND NOISE

PROTECTION 120V/15A

PICK UP RICOH MODEL IMC4500 - 3128MC01059

INCLUDES DELIVERY, INSTALLATION, AND REMOTE VIRTUAL TRAINING

60 month Lease @ \$204.69 per month

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**Technology Service**

60 Month Fixed-Service Term

**Quantity**

1

**Description**

RICOH MODEL IMC4510

*Includes*

B&W copies billed per quarter at \$0.0030 per page  
Color copies billed per quarter at \$0.0300 per page

GOLD - includes Parts, Labor, Toner and  
Staples, excludes Paper

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Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. THIS QUOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, NOR SHOULD IT BE CONSTRUED AS, AN OFFER TO SELL/LEASE THE GOODS OR SERVICES LISTED HEREIN.

Rev. 04/13	<b>Quote Number</b> 33807752	<b>Expires on</b> January 12, 2023
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<b>Agenda Date:</b> 1/3/24 <b>Agenda Item:</b> # 11c
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## TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

**MEMO TO:** David Salvaggio, Chairman  
Town Board

**MEMO FROM:** Ryan Fitting, Town Constable  
Jack Johnston, Assistant Administrator/Clerk

**MEMO WRITTEN:** December 21, 2023

**MEMO SUBJECT:** Item # 11c: Discussion and possible motion to reintroduce the Landmarks Preservation Award in 2024\*

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### **BACKGROUND**

The Town's Landmarks Commission has spent the last few months working collaboratively in an effort to reintroduce the Landmarks Preservation Award in 2024. Historically, this award was given to property owners in the Town of Cedarburg between 2004 and 2014 that had recently restored a historic structure.

The Landmarks Commission spent multiple meetings amending criteria and other requirements for the Award, ultimately settling on the following:

#### **Preservation Award Criteria:**

- Preservation of a home, barn, outbuilding, or other significant structure by restoration of its architectural character, structural integrity and state of repair to ensure its future.

#### **Other Requirements:**

- The nominated structure must be at least 100 years old at the time the nomination is submitted for it.
- The nominated structure must be indigenous to the Town of Cedarburg, meaning it was originally constructed in the Town of Cedarburg and still exists within the Town of Cedarburg.
- The parcel upon which the nominated structure exists must not be delinquent in property taxes.

The Commission also directed staff to have applications be submitted with "before and after" photos to show the preservation and restoration of the nominated structure.

The Commission also clarified that if a property is nominated for the award by someone other than the property owner themselves, that the Town must seek permission from the property owner to consider the nominated structure for the award. Further, they clarified that any photos taken or submitted of a nominated structure be allowed to be used for future evaluation and publicity purposes for the award.

Staff plans to have a brief article about the reintroduction of the award in the January 2024 Town of Cedarburg newsletter. The deadline to submit a nomination for a structure would be April 1, with the Commission reviewing nominated structures and deciding whether to award a structure shortly thereafter, as was tradition between 2004 and 2014.

### **REQUESTED ACTION**

Staff requests the Town Board consider approving the reintroduction of the Landmarks Preservation Award.

### **ATTACHMENT**

- I. Updated Nomination Form



Please mail/scan and email/ or fax to:  
Asst. Administrator/Clerk  
[jjohnston@townofcedarburgwi.gov](mailto:jjohnston@townofcedarburgwi.gov)  
Town of Cedarburg  
1293 Washington Avenue  
Cedarburg, WI 53012  
Fax 262-377-0308

## The Town of Cedarburg Landmarks Commission

# PRESERVATION AWARD

The Town of Cedarburg is accepting nominations for the Preservation Award. The Preservation Award recognizes historic structures in the Town of Cedarburg that have been recently restored. Nominations may be made by the owners of a historic structure or by friends, relatives or neighbors. If a nomination is made on behalf of another individual property owner, Town Staff will reach out to that property owner to verify that they would like to be considered for the Award, or the nomination will not continue to the evaluation process. Submittals will be reviewed by the Town Landmarks Commission. If the Commission decides to award a nominated property, the award presentation will be held in the month of May 2024. Please fill out the information below to make a nomination. **Nominations are due April 1, 2024, by email or in person. Application must include before and after photos!**

Name of Nominator: \_\_\_\_\_

☐ Owner: \_\_\_\_\_

☐ Other (Please describe): \_\_\_\_\_

Name of Nominee: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Structure: \_\_\_\_\_

Location Address: \_\_\_\_\_

Approximate Age of Structure: \_\_\_\_\_

Please submit additional page(s) answering **ALL** of the following:

- A history and description of the original structure and include any changes in size or scope of preservation, if any.
- Why should this structure be considered for the award?
- Please attach approximate dates/history of all submitted photos.

# Criteria for Consideration of Preservation Award

## Preservation Award Criteria:

- Preservation of a home, barn outbuilding, or other significant structure by restoration of its architectural character, structural integrity and state of repair to ensure its future.

## Other Requirements

- The nominated structure must be at least 100 years old at the time the nomination is submitted.
- The nominated structure must be indigenous to the Town of Cedarburg, meaning it was originally constructed in the Town of Cedarburg and still exists within the Town of Cedarburg.
- The parcel upon which the nominated structure exists must not be delinquent in property taxes.

## Schedule and Evaluation Process

1. The deadline for submissions is April 1, 2024.
2. The Landmarks Commission will tour each nominated structure between April 10th and April 20<sup>th</sup>, 2024.  
**The tour will be limited to the exterior of the nominated structure.**
3. The Commission will meet between April 20th and April 30<sup>th</sup>, 2024, to discuss the nominations.
4. If the Commission decides to award a nominated property, the award presentation will be held in the month of May, 2024. May has been designated as Wisconsin Historic Preservation Month.

## Disclaimers

- If a nomination is made on behalf of another individual property owner, Town Staff will reach out to that property owner to verify that they would like to be considered for the Award, or the nomination will not continue to the evaluation process.
- Property owners of nominated structures hereby consent to the following:
  - Town using submitted photos, descriptions, and location for evaluation and/or publicity purposes.
  - Landmarks Commissioners and Town Staff may take exterior photographs of the nominated structure for evaluation and/or publicity purposes.

Property Owner Name(s): \_\_\_\_\_

Property Owner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Staff Use Only

Received By \_\_\_\_\_ Date: \_\_\_\_\_