



Village of Weston, Wisconsin
MEETING NOTICE

- Meeting of:** COMMUNITY LIFE & PUBLIC SAFETY
- Members:** Schuster {c}, White, Fiene, Hansen, Martin
- Date/Time:** Monday, February 22nd @ 6:30 P.M.
- Location:** Weston Municipal Center (5500 Schofield Ave) – Board Room
- Agenda:** The agenda packet will be emailed out 3 days prior to the meeting, and also posted on the Village website at www.westonwi.gov.
- Attendance:** Committee members, please indicate if you will, or will not be attending so we may determine in advance if there will be a quorum.
- Questions:** Renee Hodell, Recording Secretary
715-359-6114
rhodell@westonwi.gov

This notice was posted at the Municipal Center, and on the Village's website at www.westonwi.gov, and was emailed to local media outlets (Print, TV, and Radio) on 2/16/2015 @ 12:30 p.m.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above noticed meeting in order to gather information. No actions to be taken by any other board, commission, or committee of the Village, aside from the Board of Trustees. Should a quorum be other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993).

Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act requires that meeting or material to be in accessible location or format must contact the Weston Municipal Center, by 12 noon the Friday prior to the meeting so any necessary arrangements can be made to accommodate each request.



Village of Weston, Wisconsin

OFFICIAL MEETING AGENDA OF THE COMMUNITY LIFE AND PUBLIC SAFETY COMMITTEE

This meeting of the Village of Weston Community Life and Public Safety Committee, composed of five (5) members will convene at the Weston Municipal Center, Board Room, 5500 Schofield Avenue, Weston, WI, on **Monday, February 22, 2016 at 6:30 p.m.** to consider the following matters:

A. Opening Session

1. Meeting called to order by Trustee Schuster at 6:30 p.m.
2. Clerk will take attendance and roll call.
3. Request for silencing of cellphones and other electronic devices.
4. Acknowledgment of visitors if any.

B. Comments from the public on matter pertaining to committee business and oversight

C. Presentations.

D. Business Items for consideration, discussion and action.

5. [Meeting minutes from January 25, 2016](#)
6. [Recommendation to the Board of Trustees the denial of revising the Animal and Zoning Ordinance to allow for more pets than what the current ordinance states through a special permit.](#)
7. [Discussion and proposed changes to Ord. 54.102 Firearms and weapons restricted where prohibited.](#)

E. Staff Reports on matters related to community life and public safety.

8. [Everest Metro Police Department.](#)
9. [South Area Fire & Emergency Response District.](#)
10. [Plan Commission](#)
11. [Village/Taxpayer Relations.](#)

F. Report from Administrator on matters related to community life, and public safety.

G. Communications and recommendations from Committee members.

H. Set next meeting date, and discuss items for next committee agenda: Mon, 3/28, @ 6:30 P.M.

I. Adjourn.

This notice was posted at the Municipal Center, and on the Village's website at www.westonwi.gov, and was emailed to local media outlets (Print, TV, and Radio) on **2/19/2016 @ 1:30 p.m.** A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above noticed meeting in order to gather information. No actions to be taken by any other board, commission, or committee of the Village, aside from the Community Life and Public Safety Committee. Should a quorum be other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting. Any person who has a qualifying disability as defined by the Americans with Disabilities Act requires that meeting or material to be in accessible location or format must contact the Weston Municipal Center at 715-359-6114, so any necessary arrangements can be made to accommodate each request.

Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –D.5.



Village of Weston, Wisconsin
COMMUNITY LIFE & PUBLIC SAFETY MEETING

held on Monday, January 25, 2016 at 6:30 p.m., in the Board Room, at the Municipal Center
Chairman Schuster Presiding.

A. OPENING OF SESSION AT 6:30 P.M.

1. **Community Life & Public Safety Meeting called to order by Chairman and Village Trustee Schuster.**
2. **Clerk will take attendance and roll call.**

Roll call indicated 5 CLPS members present.

| <u>Member</u> | <u>Present</u> |
|----------------|----------------|
| Fiene, Brian | YES |
| Hansen, Tamera | YES |
| Martin, Zach | YES |
| Schuster, Fred | YES |
| White, Loren | YES |

Village Staff in attendance: Wesenick, Hodell, Tatro, and Sparks.

3. **Requests for Silencing of cellphones and other electronic devices.**
4. **Acknowledgment of visitors if any.**
Barb Rolan, 1329B Townline Road, Wausau, WI 54403 (representing Alpine Mobile Home Park)

B. COMMENTS FROM THE PUBLIC

There were no comments from the Public.

C. PRESENTATIONS

There were no presentations

D. CONSENT ITEMS

5. **Approve previous meeting minutes from November 23, 2015**

Motion by Fiene, second by Hansen, to approve the Community Life & Public Safety, November 23, 2015 meeting minutes.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASS

| <u>Member</u> | <u>Voting</u> |
|----------------|---------------|
| Fiene, Brian, | YES |
| Hansen, Tamera | YES |
| Martin, Zach | YES |
| Schuster, Fred | YES |
| White, Loren | YES |

E. REGULAR BUSINESS ITEMS

6. **Recommendation to the Board of Trustees regarding the approval of a Class B Beer and a Class B Liquor license for Wasabi Grill & Sushi Bar at 3703 Schofield Avenue.**

Motion by White, second by Martin, to approve the Class B Beer and Class B Liquor License to Wasabi Grill & Sushi Bar pending background checks.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASS

| <u>Member</u> | <u>Voting</u> |
|----------------|---------------|
| Fiene, Brian, | YES |
| Hansen, Tamera | YES |
| Martin, Zach | YES |
| Schuster, Fred | YES |
| White, Loren | YES |

7. Recommendation to the Board of Trustees regarding the renewal of the mobile home park license for Alpine MHP for the remainder of the 2015/2016 year.

Tatro stated that the timeline for Alpine to make the necessary improvements has been moved up to May 16, 2016 in order for the CLPS Committee be able to review the report and decide their recommendation to the Village Board for their review before the licensing date. Tatro explained the Park did make the necessary adjustments from the last inspection and is in compliance with those particular violations. There are however, two trailers, one is owner occupied, one is a rental, and they have been chronic violators where the Village is going to be sending them a letter. Rolan stated she wants to have her park 100% compliance by the deadline. Fiene questioned if her and the Village have gotten on the same page since November and she stated it is all good now and everyone is working together.

Motion by White, second by Hansen, to approve the Mobile Home Park license for Alpine Mobile Home Park for the remainder of the 2015/2016 term that the park meets 90% compliance by the next inspection on May 16, 2016.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASS

| <u>Member</u> | <u>Voting</u> |
|----------------|---------------|
| Fiene, Brian, | YES |
| Hansen, Tamera | YES |
| Martin, Zach | YES |
| Schuster, Fred | YES |
| White, Loren | YES |

F. REPORTS FROM STAFF

8. Everest Metro Police Department

Sparks talked about the new clerk they hired Marie Musson and an officer from Greenwood who was on the SWAT team. Sparks also stated he attended a listen session put on by Senator Ron Johnson on January 6th to talk about Homeland security. He was then asked to attend a hearing (as 1 of 4 people) in Washington D.C. on Homeland Security and the response to terrorism and how a smaller department would handle the situation. Martin questioned what made Everest Metro so appealing compared to other departments and Sparks stated it was the leadership.

9. South Area Fire & Emergency Response District

White stated that at the Board of Directors meeting they are currently working on the revision of the Charter to include other municipalities and to not have to rewrite it when someone new joins.

10. Taxpayer Relations Coordinator

Hodell talked about the recent snowfalls and dealing with properties that haven't been clearing their sidewalks on a timely basis or at all and how the Village has had to clear them and access the necessary charges along with a fine. Hodell also talked about PetData and how they sent out renewal applications with last year's info which made it confusing. They have since sent out revised license applications and will be sending an apology letter. Everest Metro will also be doing another Paws and Protect the end of February however the microchipping will be \$10 instead of for Free.

G. REPORT FROM ADMINISTRATOR

Guild wanted to remind everyone that on Friday, March 11th is the 20th anniversary from when we received the incorporation papers to become a Village and there is going to be a dinner at Dale's Weston Lanes. Guild also explained as part of the celebration a program book is being put together with all Village officials and their pictures and whomever needs a professional picture taken can contact Dave Anderson Photography and he will get it set up.

H. COMMUNICAITONS AND RECOMMEDATIONS FROM COMMITTEE MEMEBRSRS.

Schuster stated that at the South Area Business Association (SABA) annual dinner the Village was presented with a plaque for our 20th Anniversary, and how a few years back the Village was actually selected as the Business of the Year. Schuster also reminded everyone about the Anniversary Dinner on March 11th.

I. Set next regular meeting date for Monday, February 22, 2016, at 6:30 P.M.

J. ADJOURN.

Schuster adjourned Community Life and Public Safety Meeting at 6:51 p.m.

Fred Schuster, Chairman

Renee Hodell, Recording Secretary

Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –D.6.



**Village of Weston, Wisconsin
AGENDA ITEM
Requested for Official Consideration and Review**

REQUEST FROM: RENE E HODELL, TAYPAYER RELATIONS COORDINARTOR

ITEM DESCRIPTION: BUDGET AMENDMENT FOR PLANNING TECHNICIAN POSITION.

DATE/MTG: COMMUNITY LIFE & PUBLIC SAFETY; MONDAY, FEB. 22, 2016

POLICY QUESTION: Should the Community Life and Public Safety Committee recommend to the Board of Trustee to deny revising the Animal and Zoning Ordinance to allow for more pets than the ordinance states through a special permit.

RECOMMENDATION TO: Staff moves to recommend the denial of revising the Animal Ordinance to allow for more pets than what the current ordinance states through a special permit to the Board of Trustees.

LEGISLATIVE ACTION:

- | | | |
|---|------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Acknowledge/Approve | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Proclamation |
| <input type="checkbox"/> Administrative Order | <input type="checkbox"/> Policy | <input type="checkbox"/> Reports |
| <input type="checkbox"/> Expenditure | <input type="checkbox"/> Procedure | <input type="checkbox"/> Resolution |
-

FISCAL IMPACT ANALYSIS:

- Budget Line Item: _____
 - Budget Line Item: _____
 - Budgeted Expenditure: _____
 - Budgeted Revenue: _____
-

STATUTORY / RULEMAKING / POLICY REFERENCES:

- WI Statue: _____
 - WI Administrative Code: _____
 - Case Law / Legal: _____
 - Municipal Code: _____
 - Municipal Rules: _____
-

PRIOR REVIEW:

BACKGROUND:

Liz Chiapuzio who currently owns three dogs, would like the opportunity to own four dogs. She doesn't feel the allowable amount of dogs in our current ordinance should change but that some kind of permit would be available for those who would like to own more dogs, whether that be an animal fancier permit. However, the Village's current ordinance states an Animal Fancier is any person who owns or keeps, when accessory to an established residential use, 4-10 cats and/or dogs for personal and non-commercial purposes which includes but is not limited to hunting, tracking, exhibition shows, obedience trials, field trials, dog sledding, animal foster rescue or to enhance or perpetuate a given breed, and other uses determined by the humane officers to be similar in nature. This ordinance would need to be changed along with the zoning ordinance.

- Supplemental Briefer for Agenda Items under Consideration?
 - Attachments?
-

January 12, 2016

Dear Community Life and Public Safety Committee,

I would like to request a few moments of your time during the CLPS February 2016 meeting. I am writing about Weston Village Ordinance 10.115c, the limit to the number of dogs allowed in single family homes. My husband and I live in the village and we have chosen not to have 2 legged kids, but instead we have 4-legged kids, our dogs. Currently, we have 3 and would love to grow our family and have a 4th. I am aware that the village ordinance only allows us to legally have 3 dogs.

I am grateful that this law is in place for those who mistreat their pets. I do not feel that the number should be changed, however, after researching this topic, I have found several cities and villages that have "hobby kennel license" or "animal/pet fancier permit" options for those who would like to have more than the ordinance allowed pets. I have enclosed copies of example ordinances I have found, including the local Cities of Wausau and WI Rapids.

I appreciate your time, consideration, and all you do for our community.

A handwritten signature in cursive script that reads "Liz Chiapuzio".

Liz Chiapuzio

**Zoning Code Text
Amendment Application**

Planning and Development
Village of Weston
Date: 1/12/16

Permit No.: _____

Payment: Cash Check No. _____



5500 Schofield Avenue
Weston, WI 54476
(715) 359-6114

Zoning Code Text Amendment

\$200.00 FEE

[48/4870]

-- ALL FIELDS MUST BE FILLED OUT TO BE PROCESSED PLEASE PRINT LEGIBLY --

Applicant Information:

Business Name: _____
Contact Name: LIZ Chiapuzio
Mailing Address: 3505 Mount View Avenue
Weston, WI 54476
Phone Number: 715-218-4330
Email Address: liz.chiapuzio@gmail.com

Article Number: I, Page Number: _____, Section: 10.115, Line: C

On separate documentation:

- The proposed text change
- The reason for the proposed text change

I hereby depose and say that all the above statements and all accompanying statements are correct and true.

Applicant Signature: Elizabeth Chiapuzio Date: 1/12/16

Village of Pewaukee, WI

age in accordance with Wis. Stats. § 174.05. F for such licenses shall be \$12 for each dog that has been spayed or neutered and \$17 for each dog that has not been spayed or neutered. In addition, a late fee in the sum of \$5.00 shall be collected by the clerk-treasurer 'from the owner for each license issued after April. 1. of the year for which the license is issued. Upon the payment of the required fee, the clerk-treasurer shall issue a license to the owner or keeper of such dog for the current license year, which shall expire December 31. The licensee shall securely attach the license tag to a collar and the collar, with the license tag attached, shall at all times be kept on the dog for which the license was issued.

(Code 1967, § 12.08(2); Ord. No. 383, § 1, 12-3-1991; Ord. No. 401, § 1, 7-18-1.998)

Sec. 10.118. Number of dogs limited.

(a) No more than two dogs subject to be licensed shall be kept on any premises within the Village of Pewaukee unless the owner or keeper of the dogs has obtained a permit as specified in this section.

(b) The applicant shall be the owner and or keeper of the dog and the lawful occupant, of the subject premises and shall submit a written application, to the clerk-treasurer for the permit. and the application, shall specify the premises to which the permit shall apply and the number of dogs to be kept on the premises.

(c) The subject premises shall be in a clean, sanitary and nuisance-free condition, and shall contain adequate housing facilities for the number of dogs the applicant intends to keep.

(d) The animals kept on the subject premises shall be healthy and free of disease.

(e) The permit shall not be construed to allow the existence, operation or maintenance of a commercial enterprise upon the premises, which is strictly prohibited.

(f) Prior to the issuance of a permit, an officer shall inspect the subject premises and shall file a written report with the clerk-treasurer indicating that the applicant is in compliance with subsections (b)-(d) of this section.

(g) If the applicant has complied with subsections (b)-(U) of this section, the clerk-treasurer may issue the permit to the applicant for the subject premises after collecting a fee of \$10.00; and such permit shall be issued, on an annual basis, and the permit year shall commence January 1 and shall expire December 31.

11.05 REGULATION OF DOGS AND DOG KENNELS.

1. ADOPTION OF STATE STATUTES.

Except as otherwise specifically provided in this Code, the current and future statutory provisions of Chapter 174, Wisconsin Statutes describing and defining regulations with respect to dogs, exclusive of any provisions therein relating to penalties to be imposed are adopted and by reference made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any current or future statute incorporated herein by reference is required or prohibited by this Section. Any further additions, amendments, revisions or modifications of the current or future statutes incorporated herein are intended to be made part of this Code in order to secure uniform statewide regulation of dogs.

2. KINDS OF LICENSES.

a. **Dog license.**

b. **Kennel Licenses.**

(1) Commercial Kennel Licenses

(2) Hobby Kennel Licenses

3. DEFINITIONS (SUPPLEMENTAL INFORMATION).

a. "Keeping of Dogs" shall mean the owning, boarding, confinement and general maintenance of dogs on premises on a periodic or full-time basis.

b. "Commercial Kennel Licenses". An establishment, structure or premise where dogs are raised and sold, bred, boarded, trained, or groomed for other than private purposes. The raising and selling of three (3) or more litters of dogs from any number of adult dogs per year shall constitute a commercial kennel.

c. "Hobby Kennel Licenses". A non-commercial establishment, structure, premises or pursuit accessory to the principal use of the property where more than three (3) dogs of six (6) or more months of age are kept for such private purposes as pets, field trails, shows or hobby. The occasional raising of not more than two (2) litters of dogs per year on a premises and the sale or disposal of said dogs within six (6) months of their birth shall also be considered a hobby kennel.

purposes. The raising or selling of three (3) or more litters of dogs from any number of adult dogs per year shall constitute a commercial kennel.

b. **Hobby Kennel.** An establishment, structure, premises, or pursuit accessory to the principal use of the property where three (3) or more dogs of six (6) or more months of age are kept for such private purposes as pets, field trials, shows, or hobby, which is not a commercial kennel. The raising of two (2) litters of dogs per year on a premises and the sale or disposal of said dogs within six (6) months of their birth shall also be considered a hobby kennel.

2. **WHEN HOBBY KENNEL LICENSE IS REQUIRED.** No more than two (2) dogs, subject to be licensed as set forth here before shall be kept on any premise within the Town without obtaining a kennel license from the Plan Commission as required under the terms of the Waukesha County Zoning Code and as set forth in this section.

3. **LICENSING PROCEDURE REQUIRED FOR APPROVAL OF COMMERCIAL LICENSE.** The application and approval of a permit for a commercial license shall require a conditional use permit from the Town Plan Commission and Waukesha County Parks and Land Use. The applicant must abide by the requirements of the Town Plan Commission, Town Animal Control Ordinance, Waukesha County Zoning Code and the terms and conditions of the approved commercial kennel license. The Town shall charge a yearly commercial license fee and an application fee established by resolution.

4. **LICENSING PROCEDURE REQUIRED FOR APPROVAL OF HOBBY KENNEL LICENSE.** The following procedure shall be required for a Hobby Kennel within the Town:

a. **Application.** The Hobby Kennel License shall be subject to the approval of the Town Plan Commission. An applicant may obtain application forms from the Town Clerk and shall file completed application forms, fees, and any information required thereby with the Town Clerk or Plan Commission Secretary/Deputy Clerk.

b. **Hearings.** The Town Clerk or Plan Commission Secretary/Deputy Clerk shall establish a date, time and place for a public hearing before the Town Plan Commission. Written notice of the application, hearing, and time shall be made known to all owners of property located within three hundred (300) feet of the parcel where the kennel is to be located.

c. **Decision.** The Town Plan Commission has the authority to grant, deny the license, or grant the license with conditions. The decision by the Town Plan Commission shall be made within a reasonable time subsequent to the hearing on the application. The Town Clerk or Plan Commission/Deputy Clerk shall give notice to the applicant of the decision.

Roeland Park, KS

https://www.municode.com/library/ks/roeland_park/codes/code_of_ordinances?nodeId=CHIIANCORE_ART1GEPR_S2-119KELANUANSPPPE

Sec. 2-119. - Keeping Large Numbers of Animals; Special Permit.

- (a) No person or household shall own or harbor more than two dogs of six months of age or older or more than one litter of puppies, or more than two cats of more than six months of age or more than one litter of kittens, or engage in the commercial business of breeding, buying, selling, trading, training or boarding cats or dogs, or both cats and dogs, without first having obtained a special permit from the City. A special permit for a third dog or a third cat may be approved administratively by the City Clerk. A special permit for four or more dogs or four or more cats may only be approved by the City Council. The fee for such special permit, or any renewal thereof, shall be \$100.00. Those persons who have received City Council approval to keep more than two dogs or more than two cats prior to December 31, 2003 shall be exempt from the requirement to pay such special permit fee, or any renewal thereof; provided, however, that this exemption shall no longer apply if a special permit is not renewed, suspended or revoked as hereinafter provided.
- (b) Special permits must be renewed annually. No special permit shall be issued until an inspection certificate has been issued by the Animal Control Officer certifying approval of the premises and compliance with the applicable laws of the City. After notifying neighbors, if the City Clerk has not received any protest concerning the keeping of the animals for which the special permit was issued, the City Clerk may issue a renewal of an existing special permit at the same location without any report from the Animal Control Officer. If the Animal Control Officer finds that the holder of any special permit is violating any law of the City, or is maintaining the facility in a manner detrimental to the health, safety or peace of mind of any person residing in the immediate vicinity, he or she shall report such fact to the City Clerk, and the special permit shall not be renewed except after a public hearing before the City Council.
- (c) The Animal Control Officer or any law enforcement officer shall have the right to inspect any premises licensed under this section at any reasonable time. The application for a special permit shall be deemed to constitute consent to such entry and inspection.
- (d) The City Council may refuse to renew, suspend or revoke a special permit if, following a public hearing, it finds any of the following:
 - (1) The premises are being maintained in violation of any applicable law of the State of Kansas, or of the City.
 - (2) The premises are being maintained so as to be a public nuisance.
 - (3) The premises are being maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.
- (e) This section shall not apply to and will not be construed to require a special permit for a licensed veterinarian to operate an animal hospital.

(Ord. No. 903, § 16, 1-26-2015)

Note— See editor's note at § 2-111.

Village of Hamburg, NY

at the curb for collection by the municipal sanitation collectors. In the event that a chemical container is used, ultimate disposal must be made in accordance with Department of Environmental Conservation regulations concerning solid waste disposal.
[Amended 6-15-1998 by L.L. No. 3-1998]

§ 109-7. Housing three or more dogs.

[Added 6-15-1998 by L.L. No. 3-1998]

- A. No person shall hereafter keep or house or harbor three or more dogs over six months old within the limits of the village without a permit from the Board of Trustees.
- B. Such permit may be granted for a period of one year unless it shall appear from the complaints of neighbors or otherwise, that the keeping of the animals in question is objectionable or offensive by reason of noise, smell or other cause. Such a permit shall be revocable at any time by the Board of Trustees. Any use heretofore existing shall not extend beyond two years from the enactment of this article unless a permit is granted pursuant to this section.^[1]

[1]: *Editor's Note: The current fee schedule is included in the Appendix of this Code.*

§ 109-8. Public pounds or animal hospitals.

[Added 6-15-1998 by L.L. No. 3-1998]

Section **109-7** shall have no application to a public pound established by the village nor to an animal hospital for the treatment, care, observation or temporary boarding of dogs or cats if such hospital shall be operated by a person licensed to practice veterinary medicine under the provisions of the New York State Education Law.

§ 109-9. Seizure and impounding.

[Amended 9-24-1973 by L.L. No. 2-1973]

Any dog running at large within the Village of Hamburg contrary to the provisions of § **109-6A** of this article; or which is a dangerous dog, defined and deemed to be any dog which chases, jumps at or onto, snaps at or bites, or has bitten any person; or which chases vehicles of any kind in the streets or public place; or which is an unconfined unspayed female dog in time of heat; or which runs with a pack of dogs; or which is a noisy dog, as defined in § **109-6B**, shall be subject to seizure and impounding by the Animal Control Officer, any police officer or by any other person or agency designated by the village or authorized by law to seize and impound such dog, and any such animal control officer, police officer, other person or agency so seizing such dog hereunder shall be empowered to exercise such degree of force as shall be necessary to effect such seizure.

§ 109-10. Notice to owner; redemption of impounded dog.

[Amended 9-24-1973 by L.L. No. 2-1973]

After such seizure and impounding, a resident owner of such dog, if ascertainable from such dog's license tag, shall be notified thereof personally or by affixing a written notice to such owner's last known place of residence. Such dog so seized and impounded shall be held for a period of five days, during which period such dog shall be properly fed and cared for at the expense of the village. During the said five day period the owner of such dog may recover the same during normal business hours by:

Administrator. This special written permit must be granted prior to the resident keeping an excess number of animals described in this Subsection and must be requested in writing on Village forms and contain the following information: owner's name, physical address where animals are kept, owner's mailing address and telephone number, description of all dogs, cats and rabbits kept at the address by animal name, age, sex, whether neutered or spayed, prior biting history, current licensure of dogs by license number, a copy of current rabies vaccination for all dogs and cats, a current photograph of each animal, a listing of all current veterinarians the animals see and continuing unlimited consent allowing all veterinarians that treat any of the listed animals to disclose the animals health and biting history to the Village, for each animal which will be kept outside for any period of time and not in the presence of the owner who also would be outside with the animal a description of any cage, fencing or housing to be provided for said animal, and amount of time each animal would be outside, and a description of why the requestor would like an additional animal. The fee for the initial permit application shall be set forth in Appendix "A" Fee Schedule, and no fee shall be required for renewal applications.

(3) The Village shall only issue a special written permit after a Village Board finding of fact that no nuisance will be created thereby. Examples of a nuisance would be excessive animal noises or smells on neighboring properties, excessive animals at large, and/or failure to pick up and dispose of animal wastes on owner's property every week. This listing of nuisance examples is not exhaustive. Renewal permits shall only be issued upon a finding of fact that no nuisance has been created or will be created thereby. Prior to acting on an initial or renewal permit request, the Village Administrator shall mail notice of such request to all property owners within Three Hundred (300') feet of the address where the excess animal is proposed to be kept at least ten (10) days prior to the Village Board meeting at which the permit request will be heard. The initial permit and renewal permit require Village Board approval after receiving recommendations from both the Village Administrator and Police Chief regarding any concerns or complaints.

(4) Initial permits issued by the Village under this Section shall be limited to a term of one (1) year and a renewal application will need to be filed upon the expiration of any permit which updates any change of information since

the previous application was filed. The Village Board shall issue renewal permits for periods of time as it determines at its discretion.

(5) The Village Board has the power to revoke the excess animal permit after a Village Board finding of fact that a nuisance exists or has been worsened by the allowance of the excess animal.

(F) Prohibited Animals.

(1) No person of any Zoning District of the Village of West Salem shall keep any of the following wild animals, nor shall any special written permits for the same be issued by the Village:

- (a) All poisonous reptiles and snakes;
- (b) Apes, chimpanzees, gibbons, gorillas, orangutans or baboons;
- (c) Constrictor snakes;
- (d) Coyotes;
- (e) Game cocks or other fighting birds;
- (f) Pumas (commonly known as cougars, mountain lions and panthers);
- (g) Wolves;

(2) No person who owns cattle, horses, mules, donkeys, sheep, goats, or other bovinæ, swine, poultry or fowl shall keep said animals within the Village limits except in areas Zoned Agriculture, nor shall any special written permits for the same be issued by the Village.

(3) Exceptions. The prohibitions set forth in Ordinance 11.08, Section (F), Subsection 1 and 2, shall not apply where the creatures are in the care, custody or control of: a State-licensed game farm; a veterinarian for treatment; agricultural fairs; shows or projects of the 4-H Clubs; a display for judging purposes; an itinerant or transient carnival, circus or other show; dog or cat shows or trials; public or private educational institutions or zoological gardens if:

- (a) Their location conforms to the provisions of the zoning ordinances of the Village;
- (b) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to minimize objectionable odors;
- (c) Animals are maintained in quarters so constructed as to prevent their escape;

(G) (1) Multiple Violations. Any person who has been cited for two separate offenses under Section 11.08 for the same animal shall be required to maintain said animal under the personal control of the owner at all times.

(2) Penalty. Any person violating any provision of this Section 11.08 shall be subject to a forfeiture of not less than Twenty-five (\$25.00) Dollars nor more than Two Hundred Fifty (\$250.00) Dollars for each offense. Each day of the violation shall constitute a separate offense. Forfeiture amounts are subject to Village Board annual review and approval and may be changed from time to time by Village Board Resolution.

Section 2: This Ordinance shall become effective and in full force and effect from and after its passage and publication as required by law.

DATED this 17th day of June, 2014.

Dennis Manthei, Village President

(VILLAGE SEAL)

Teresa L. Schnitzler
Village Administrator

ADOPTED: June 17, 2014
PUBLISHED: June 26, 2014

8.08.120 Number of dogs and cats limited. (a) No more than two dogs and/or three cats, over the age of five months, shall be kept in or upon one residential unit or by one or more persons constituting one residential unit, unless the premises is licensed as a kennel. (Ord. 61-4677 §1(part), 1989.)

(b) Any dog or cat that is owned by a person on November 1, 2012, and that is properly licensed with the city under Section 8.08.170 by March 31, 2013, will not be subject to the animal limitation in subsection (a). (Ord. 61-5538 §1, 2012.)

(c) Pet Fancier Permit. Notwithstanding the provisions of subsection (a), it shall be lawful to keep not more than five (5) dogs or cats combined, with the maximum number of dogs being four (4), the maximum number of cats being four (4), over the age of five (5) months, in a single or two-family dwelling unit if the owner or keeper complies with all of the following requirements:

(1) Applies for and receives a pet fancier's permit from the public health and safety committee.

(2) Files with the city clerk a fully executed application on a form prescribed by the city clerk and pays a non-refundable application permit fee as provided in section 3.40.010(a).

(3) Provides proof of a current license for each animal covered by the permit, except as provided in section 8.08.170(e) in which case, in lieu of a current license, shall provide proof of compliance with the rabies control requirement of section 8.08.160. A person applying for a pet fancier permit to provide, in whole or in part, temporary foster care shall additionally provide in the application for the permit, the name and address of each animal rescue, shelter, or welfare organization placing animals in his or her temporary foster care.

(4) Is not in violation or has not violated within the previous two (2) years, any provision of this chapter.

(5) Does not have a conviction for cruelty, neglect or mistreatment of an animal.

(6) Pet fancier's permits shall expire on December 31 each year.

(7) The premises upon which the dogs and/or cats are kept is maintained in accordance with section 8.08.140, and said compliance is demonstrated to city personnel empowered to enforce this ordinance upon request; inspection of the premises and all animals located at the premises shall be permitted at any time.

(8) When issued, a permit shall be kept upon the licensed premises and exhibited upon request to city personnel empowered to enforce this ordinance.

(9) Only one pet fancier permit may be issued per dwelling unit.

(10) Revocation, suspension and non-renewal of permit. Permits granted hereunder may be revoked, suspended or not renewed for just cause upon notice and an opportunity to be heard. Just cause shall include but is not limited to a violation of any provision of this chapter, a violation of any provision of Chapter 951, Wisconsin Statutes, misrepresentation of any information required to be submitted under this section, or having an animal declared as a dangerous or prohibited dangerous animal under section 8.08.200 of this code or its equivalent under any other jurisdiction of any other city, village, town, county or state. The hearing shall be conducted by the public health and safety committee. (Ord. 61-5665 §1, 2015; Ord. 61-5646 §1, 2014, File No. 12-0807)

8.08.125 Restriction on animals other than dogs and cats. (a) Number. No person shall keep more than three domestic animals, to include rabbits, gerbils, hamsters, guinea pigs, rats or other similar pets, more than two months old on any premises at any place or in any one residence located within the city limits, except in a B-3 zone or in an area zoned for agricultural use.

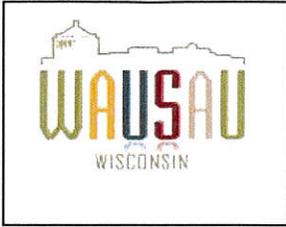
(b) Location and Restraint Required. It is unlawful for any person to keep or maintain any yard establishment for the housing of small animals, except dogs and cats, closer than one hundred feet to the nearest portion of any building occupied by or in anywise used by human beings, other than the dwelling occupied by the owner or keeper of the animals, or closer than twenty-five feet to the property line of the lot on which such animals are kept for sale within a bona fide produce market, commission house or store for purposes of trade and while so kept are confined in small coops, boxes or cages, or where such animals are kept for purposes of research in a laboratory. Animals so kept or maintained shall be enclosed, with screening or other similar material, on all sides and shall not be allowed to run or fly at large except for homing pigeons.

(c) Odors. Every yard establishment shall be kept so that no offensive, disagreeable or noxious smell or odor shall arise therefrom to the injury, annoyance or inconvenience of any inhabitant of the neighborhood.

(d) Disposal of Manure. Every yard establishment shall be provided with a watertight and flytight receptacle for manure, of such dimension as to contain all accumulations thereof, which receptacle shall be emptied sufficiently often and in such manner as to prevent its becoming a nuisance. Such receptacle shall be securely covered at all times except when open during the deposit or removal of manure or refuse therefrom. No manure shall be allowed to accumulate except in such receptacle. All such manure, when removed from the receptacle, shall be buried with covering of not less than six inches of earth, or if used as fertilizer, thoroughly spaded into the ground, or shall be removed from the property. (Ord. 61-4908 §1, 1995.)

8.08.130 Providing proper food and drink. No person owning or responsible for confining or impounding any animal may refuse or neglect to supply the animal with a sufficient supply of food and water, as prescribed in this section:

(a) Food. The food shall be sufficient to maintain all animals in good health.



CITY OF WAUSAU

Pet Fancier Permit

407 GRANT STREET,
WAUSAU WI 54403,
PH. (715)261-6620

Date of Application: _____

Licensing Year: _____

Annual fee = \$35.00

Pet owner's Name: _____ Phone Number: _____

Address: _____ Date of Birth _____

_____ Single or two family dwelling?

Please list the following:

| Pets Name | Cat or Dog | License # | Spayed/Neutered | Age | Breed | Color |
|-----------|------------|-----------|-----------------|-----|-------|-------|
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*"Pet fancier" means any person owning, keeping or possessing on their property, at one location, up to and **not to exceed five (5) dogs or cats combined**, with the maximum number of dogs being four (4) the maximum number of cats being four (4), over the age of four (4) months, in a single or two-family dwelling unit, if the owner complies with all of the following requirements:*

| Answer the Following Questions | Yes | No | Clerk's Initial proof Rec'd? |
|---|-----|----|------------------------------|
| 1. Have you read the provisions of the Wausau Municipal Code 8.08.120 with reference to the Pet Fancier Permit? | | | |
| 2. Have you licensed each animal covered by the permit? | | | |
| 3. Have you ever been convicted of, or received a citation for, any animal related violation? If yes, please provide details of the event(s) including the State, County, City, date and type of infraction below: | | | |
| 4. Are the premises upon which the dogs and/or cats are kept, maintained in accordance with the section 8.08.140? Inspection of the premise and all animals located at the premises shall be permitted at any time. | | | |

I hereby certify the foregoing answers are true and correct. I hereby certify I have obtained a copy of the ordinance and have read the provisions contained in Wausau Municipal Code 8.08.120 pertaining to Pet Fancier Permit. I certify I have met the requirements of the ordinance and will continue to comply with all provisions of that code as long as the animals are residing in the City of Wausau.

Signature: _____

Date: _____

WI Rapids, WI

shall refuse to deliver up to a policeman or authorized South Wood County Humane Society employee a dog or cat when properly requested to do so under the provisions of this section. No person shall be cruel and/or inhumane to a dog or cat. Said cruelty and inhumanity consisting of cruelly beating, torturing, mutilating, cruelly killing, and clear failure to provide food, drink and shelter; and abandoning an old, sick or disabled dog or cat.

25.04 CONTROL OF RABIES AND BITING DOGS OR CATS (MC#505)

- (1) (a) Any dog or cat having rabies or suspected of having rabies shall be reported to the police department or South Wood County Humane Society within 24 hours by any person having a knowledge of the same. Whenever a dog or cat shall bite any person, notice thereof shall be reported to the police department within 24 hours giving, if possible, the name and address of the owner of the dog or cat and the circumstances under which the bite occurred. The police department shall report the incident to the humane society.
- (b) The statutory provisions set forth in Section 95.21 of the Wisconsin Statutes entitled "Rabies Control Program" and any amendments thereto are hereby incorporated by reference.

25.05 EXEMPTION PERMIT (MC#602)

- (1) The City of Wisconsin Rapids shall issue an exemption permit to persons who desire to keep three or more sterilized dogs or cats. The permit fee shall be \$20.00 annually. Each individual dog or cat shall be licensed, in addition to the permit, per city ordinance. Prior to the issuance of an exemption permit, the city building inspector, in conjunction with a representative of the South Wood County Humane Society, shall inspect and approve the premises where the dogs or cats are kept. Conditions to be considered in granting the permit shall include, but not be limited to:
 - (a) Unregistered dogs or cats shall be sterilized;
 - (b) properly groomed and fed;
 - (c) provided adequate housing;
 - (d) have received the necessary vaccinations.
- (2) Persons owning two or more intact (unsterilized) registered dogs or cats shall be issued an exemption permit. The number shall not exceed three adult animals of breeding age (six months). The permit fee shall be \$35.00 annually. Each individual dog or cat shall be licensed, in addition to the permit, per city ordinance. Prior to the issuance of an exemption permit, proof of registration must be presented to a representative of the South Wood County Humane Society. The city building inspector, in conjunction with a representative of the South Wood County Humane Society, shall inspect and approve the premises where the dogs and cats are to be kept. Other inspections may be done on an annual basis, but at least every four years. Conditions to be considered in granting the permit shall include, but not be limited to:
 - (a) the dogs or cats be properly groomed and fed
 - (b) provided adequate housing
 - (c) have received the necessary vaccinations
 - (d) Failure to comply with any dog or cat ordinance provision may or could cause the exemption permit to be revoked.

At such time that all registered dogs or cats are sterilized, they will revert to 25.05(1) status.

25.06 COMMERCIAL ANIMAL ESTABLISHMENTS (MC#505)

- (1) Any person who keeps or operates a commercial animal establishment shall take reasonable care to release for sale, trade, or adoption only those animals which are free of disease, injuries, or abnormalities. The law enforcement officer may request an examination by a veterinarian. The following shall deem an animal unfit for sale or release:
 - (a) Obvious signs of infectious diseases such as distemper, hepatitis, leptospirosis, rabies, or other similar disease.
 - (b) Obvious signs of nutritional deficiencies which may include rickets, emaciation, etc.
 - (c) Obvious signs of severe parasitism - extreme enough to be influencing general health.
 - (d) Obvious fractures or congenital abnormalities affecting general health of animals.
- (2) All commercial animal establishments shall comply with the following standards:
 - (a) All animals, birds, or fish shall be displayed in a health condition, or, if ill, removed from display and shall be given appropriate treatment immediately.

Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –D.7.



ORDINANCE NO. 16-???

**VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN AN ORDINANCE
AMENDING SECTION 54.102(b). FIREARMS AND WEAPONS RESTRICTED
WHERE PROHIBITED FOR THE VILLAGE OF WESTON, MARATHON
COUNTY, WISCONSIN**

The Village Board of the Village of Weston, Marathon County, Wisconsin, do ordain as follows:

SECTION 1: Section 54.102(b), Chapter 54 of the Municipal Code of the Village of Weston is amended as follows:

Sec. 54.102. Firearms and weapons restricted where prohibited.

- (a) *Definition.* The following definitions shall apply in the interpretation and the enforcement of this Ordinance:
- (1) “**Firearm**” means a weapon that acts by force of gunpowder.
 - (2) “**Law enforcement**” means any person employed by the State of Wisconsin or any political subdivision of this State, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.
 - (3) “**Weapon**” means a handgun, an electronic weapon as defined in Wis. Stat. § [941.295](#), a knife other than a switchblade under Wis. Stat. § [941.24](#), or a billy club.
- (b) In addition to the provisions of Wis. Stat. § [175.60](#) enumerating those places where the carrying of a weapon or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person, other than a law enforcement officer or other village ~~employee officer~~ or official with a valid Wisconsin CCW permit designated by the chief of police, to enter any and all municipal buildings owned or operated by the Village of Weston while carrying a weapon or firearm. Any Village employee or official wishing to carry a weapon under this subsection shall attend a training presentation as directed by the Chief of Police. The final approval of Village employees or Village officials to carry a weapon or firearm under this subsection will be made by the Village Board of Trustees. The Village Board of Trustees reserves the right to revoke such permissions for Village employees or officials at any time. This prohibition would apply to any municipal buildings now in existence or later constructed if posted pursuant to law.

- (c) It shall be unlawful for any person other than a law enforcement officer to enter any building, facility, or location open to the public that is posted as a no firearms or concealed weapons location while possessing, carrying, or concealing a firearm or weapon, whether with or without a state permit.
- (d) Any person who is carrying a concealed weapon shall display his or her license document and photographic identification card to a law enforcement officer upon the request of the law enforcement officer while the law enforcement officer is acting in an official capacity and with lawful authority.
- (e) Signs meeting the requirements of Wis. Stat. § [943.13\(2\)\(bm\)](#)1 shall be posted in all prominent places near all entrances of all buildings, structures, or locations that restrict or prohibit firearms or concealed weapons.
- (f) Any person violating any of the provisions of this Ordinance shall, upon conviction thereof be subject to the general penalty sections and shall further be subject to penalty for trespass as prescribed in Wis. Stat. § [943.13](#). In addition, any violation of subsection (d) shall be subject to those penalties set forth in Wis. Stat. § [175.60\(17\)](#).

SECTION 2: SEVERABILITY. If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

SECTION 3: SECTION 4: EFFECTIVE DATE. This ordinance shall take effect upon approval and publication.

Dated the ____th day of _____, 2016

VILLAGE BOARD, VILLAGE OF WESTON

By: _____
Barbara Ermeling, President

ATTEST: _____
Sherry Weinkauff, Clerk

APPROVED:

ADOPTED:

PUBLISHED:

Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –E.8.



EVEREST METRO POLICE DEPARTMENT

VILLAGE OF WESTON – BOARD MEETING FEBRUARY 15, 2016

JANUARY 2016 STATS – Village of Weston

| | |
|--------------------------|-----|
| Accidents: | 62 |
| Property Damage only | 47 |
| Injury Accidents | 7 |
| Hit & Run Accidents | 8 |
| Total Calls for Service: | 973 |

Stillwater Landing Trailer Park

Jan 2016 calls for service – 18* Jan 2015 – 37 calls

(*See attached Type of Incident Summary Report for detailed call types)

Bank Robbers Sentenced

Andrew Gibney, the driver involved in the US Bank Robbery was sentenced in January to 10 years prison and five years of extended supervision for his role in the robbery. His accomplice, Kevin Calhoun had been sentenced to 15 years prison, followed by 10 years on extended supervision. Marathon County District Attorney praised the efforts of EMPD officers and detectives on this case in an email which stated *“I want to let you know what an outstanding job your officers did on this case. With some nice teamwork with other agencies, this case turned out to be about as “airtight” as they get. That doesn’t just happen; it takes a lot of police work. You know the case is good when you have a serious charge like bank robbery yet the defendants waive their preliminary hearings & don’t file a single suppression motion. Nice job! I know we always move on to the next case, but this one deserved an extra moment for congratulations! Please let them know I appreciate their work.”*

ICAC Investigation

Everest Metro PD officers and detectives participated in an undercover Joint Internet Crimes Against Children (ICAC) operation conducted on Jan 14th and 15th. This investigation resulted in the arrest of seven individuals for varying charges including: Child Enticement, Use of a Computer to Facilitate a Child Sex Crime and Possession of Drug Paraphernalia. One individual was arrested at a location in the Village of Weston and another was a resident of Schofield.

The ICAC program and its operations were developed in response to the increasing number of children and teenagers using the internet, the proliferation of child pornography, and heightened online activity by predators seeking unsupervised contact with potential underage victims. This operation was a proactive online investigation relating to the exploitation of children through the use of online personal advertisements, specifically targeting online predators who solicit children for the purpose of engaging in sexually explicit conduct.

Senate Hearing – Homeland Security and Governmental Affairs Committee

Chief Sparks traveled to Washington D.C. and testified at a hearing on Feb 2nd titled “Frontline Response to Terrorism in America”. After attending a listening session from Senator Ron Johnson, Chief Sparks received a follow-up call from Senator Johnson’s Office with some

additional questions and was then invited to testify at this hearing. The other panelists called to testify included Police Commissioner William Bratton from New York City Police Department; Edward Davis, Former Police Commissioner of the Boston Police Department; Mark Ghilarducci, Director, California of Emergency Services and the Governor's Homeland Security Advisor; and Rhoda Mae Kerr, President and Chair of the Board of the International Association of Fire Chiefs. The focus of the testimony related to how local law enforcement is preparing to respond to such an attack in a small community, how local law enforcement is preparing and working together and what are the successes, challenges, and areas that need improvement. We were also asked to address how federal and state agencies are training, communicating and coordinating with local first responders and what more can be done to assist in today's threat environment.

It was an honor to have Everest Metro PD selected to represent smaller law enforcement agencies and smaller local communities and the hearing went very well with significant feedback provided to this committee.

| TLR # | DATE OF INCIDENT | TYPE OF INCIDENT | EVENT # |
|-------|------------------|--|-----------|
| No # | 01/05/16 | Possible Domestic - Unable to Locate | 160001870 |
| No # | 01/06/16 | Prisoner Transport | 160002052 |
| No # | 01/06/16 | Misc Information | 160002221 |
| No # | 01/19/16 | Traffic Stop - Citation for OAR | 160007543 |
| No # | 01/23/16 | Traffic Stop - Citation for No Insurance | 160009355 |
| No # | 01/23/16 | Traffic Stop - Warning for No Front Plate | 160009378 |
| No # | 01/23/16 | Kids playing on ice on pond - Unable to Locate | 160009465 |
| 1 | | | |
| 2 | | | |
| 3 | 01/18/16 | Service Misc | 160007253 |
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| 42 | 01/09/16 | Civil Disagreement regarding property | 160003568 |
| 42 | 01/13/16 | Warrant Arrest | 160005199 |
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| 68 | 01/17/16 | Possible Restraining Order Violation | 160006977 |
| 68 | 01/22/16 | Welfare Check | 160009136 |
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| 71 | | | |
| 72 | | | |
| 73 | | | |
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| 77 | 01/13/16 | Welfare Check | 160005298 |
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| 99 | 01/15/16 | Suspicious Activity | 160006307 |
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| 122 | 01/03/16 | Verbal Domestic Dispute | 160000990 |
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| 124 | | | |
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| 127 | 01/18/16 | Medical Emergency (3 calls) | 160007290 160007291 160007292 |
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| 143 | 01/03/16 | Civil Stand By | 160001050 |
| 143 | 01/04/16 | Dog Complaint | 160001268 |
| 144 | | | |
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Everest Metro Police Department stats From 1/1/2016 to 1/31/2016

Case Number Stats

| | City | Other | Town | Village | Total |
|--------------------------|------|-------|------|---------|-------|
| AAGGR ODW | 1 | 0 | 0 | 0 | 1 |
| Accident Hit and Run | 1 | 0 | 0 | 8 | 9 |
| Accident Iniurv | 3 | 0 | 0 | 7 | 10 |
| Accident Property Damaae | 7 | 0 | 1 | 47 | 55 |
| Aaencv Assist | 0 | 1 | 0 | 5 | 6 |
| Animals | 0 | 0 | 0 | 1 | 1 |
| BACKGROUND | 0 | 0 | 0 | 1 | 1 |
| Bail Jumpina | 0 | 1 | 0 | 2 | 3 |
| BATTERY | 1 | 0 | 0 | 1 | 2 |
| Buralarv | 0 | 0 | 0 | 1 | 1 |
| CITES MUN | 0 | 0 | 0 | 5 | 5 |
| CITES PRKG | 9 | 0 | 0 | 4 | 13 |
| CITES UTC | 18 | 1 | 2 | 84 | 105 |
| Criminal Damaae | 2 | 0 | 0 | 2 | 4 |
| DC | 0 | 0 | 0 | 3 | 3 |
| Death Investiaation | 0 | 0 | 0 | 1 | 1 |
| Domestic | 1 | 0 | 0 | 11 | 12 |
| Druas | 1 | 0 | 0 | 4 | 5 |
| Fire Investiaation | 0 | 0 | 0 | 1 | 1 |
| Lost and Found | 1 | 0 | 0 | 3 | 4 |
| MENTAL COM | 1 | 0 | 0 | 4 | 5 |
| Misc Investiaation | 0 | 0 | 0 | 4 | 4 |
| OWI | 1 | 0 | 0 | 2 | 3 |
| PHY ABU | 1 | 0 | 0 | 1 | 2 |
| Prob/Parole Viol | 3 | 0 | 0 | 1 | 4 |
| RESISTING | 1 | 0 | 0 | 0 | 1 |
| Restrain Ord Viol | 0 | 0 | 0 | 1 | 1 |
| Runawav | 1 | 0 | 0 | 3 | 4 |
| Sex Crime | 0 | 0 | 0 | 7 | 7 |
| Theft | 3 | 0 | 0 | 12 | 15 |
| TRAF WARN | 25 | 0 | 2 | 87 | 114 |
| TRESPASS | 1 | 0 | 0 | 0 | 1 |
| TRUANCY | 0 | 0 | 0 | 1 | 1 |

Noteworthy Cases:

Domestic CDTP E2
 Battery Referral E2
 Residential Robbery E2
 Runaway Sexual Assaults E2

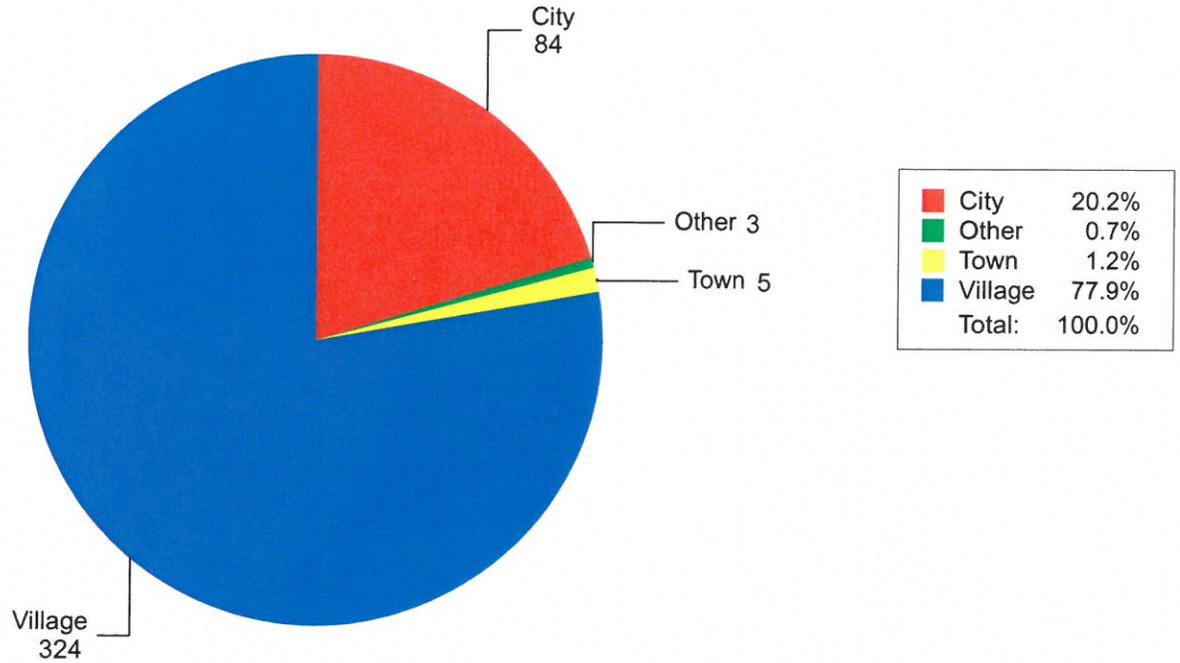
| | Total |
|--------------|--------------|
| | 4 |
| City | 300 |
| Other | 46 |
| Town | 29 |
| Village | 973 |
| Total | 1,352 |

Everest Metro Police Department stats From 1/1/2016 to 1/31/2016

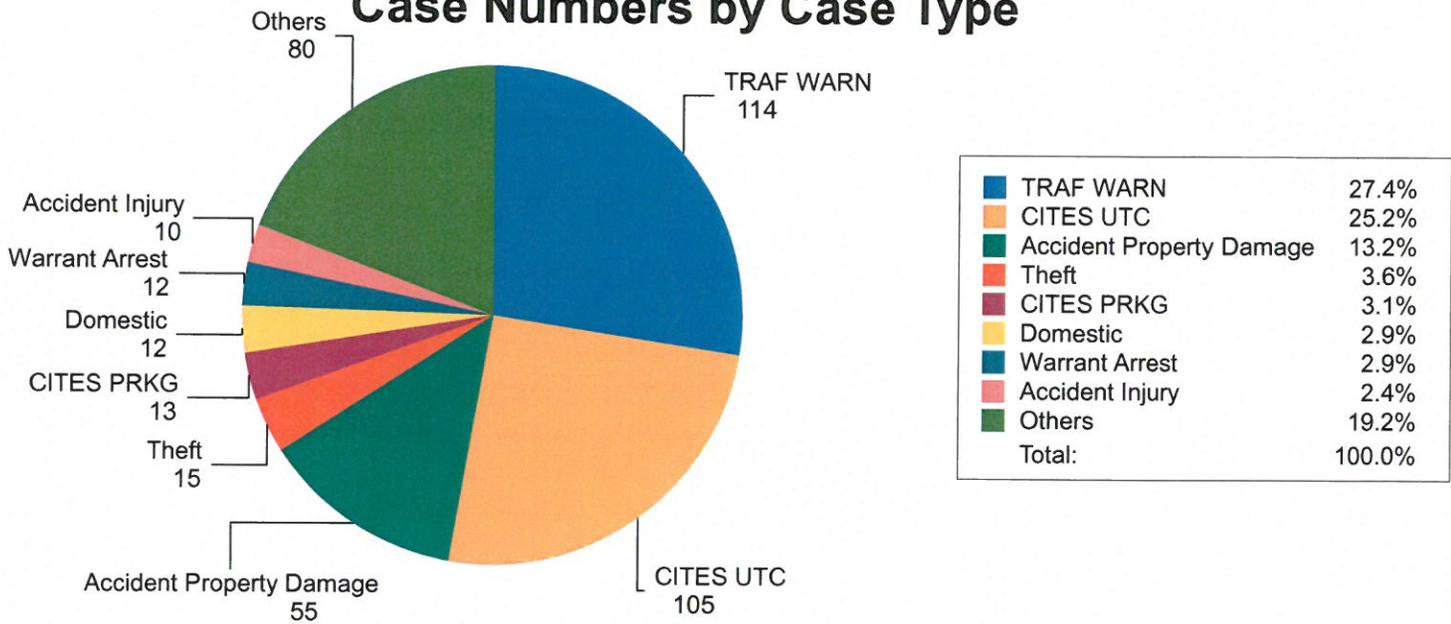
| | City | Other | Town | Village | Total |
|-----------------------|------|-------|------|---------|-------|
| Warrant Arrest | 2 | 0 | 0 | 10 | 12 |
| Total | 84 | 3 | 5 | 324 | 416 |

Everest Metro Police Department stats From 1/1/2016 to 1/31/2016

Case Numbers by Area



Case Numbers by Case Type



Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –E.9.



Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –E.10.



February 15, 2016



Wally Legenza
W & D Enterprises, LLC
301 E. Kent Street
Wausau, WI 54403

Joan Eckes
Strey's Sunnyhill Acres, Inc.
2903 Norma Avenue
Weston, WI 54476

Re: Refuse/Recycling Issues for two 4-unit apartments addresses as:
6211 Labrador Road and 6207 Labrador Road

Dear Wally and Joan:

Each of you have been in contact with John Jacobs, Finance Director, and/or Daniel Guild, Village Administrator, either through letters, phone calls, or in-person meetings regarding your refuse and recycling services to your above-addressed 4-unit apartments.

To begin, I thought it would be helpful to give you some background. In 1990, Wisconsin passed a law banning certain items from going into the landfills. The items banned from landfills are those that should be recycled and reused in new products (plastics, metals, glass, paper, etc.). The WI DNR oversees the disposal bans and program requirements and has shared responsibility with local units of government to enforce those provisions (per s. 287.95, Wis Stats.). Through these statutes, the State delegates responsibility for implementing municipal recycling programs to what they call Responsible Units (RU's), which consist of a municipality, county, tribe, solid waste management system, or other unit of local government that is responsible for planning, operating, and funding a recycling program. An RU is also charged with educating its residents and businesses about the recycling law.

Each RU is required to maintain an approved effective recycling program, as defined in s 287.11 Wis. Stats. and NR 540 and 542, Wis. Admin. Code. Maintaining an approved effective recycling program, directly effects our eligibility for state recycling grant funds. We are required to include in our program collection of recycling (and refuse) from single-family and two- to four-unit residences. As part of maintaining an effective recycling program, we are required to report annually to the DNR on our recycling program, including amounts of materials collected for recycling.

The Village of Weston prides itself on being an RU. We also take being an RU very seriously. The Village of Weston has been applying for, and receiving recycling grants dating back to the 90's. To give an example of how important these grants are, just looking back in 2014, we received a recycling grant from the state in the amount of \$78,664.08 and last year we received a grant in the amount of \$78,679.55.

In November of 2013, the Village of Weston signed a 5-year refuse and recycling collection contract with Advanced Disposal Services (covering 2014 – 2019). Within this contract, "Contractor" is defined as "Advanced Disposal Services Solid Waste Midwest, LLC a Wisconsin limited liability company"; and a "Residential Unit" is defined as "each single family, two family, three family and four family residential dwelling located within the Village...". Also, within our contract, under Residential Collection Services, it states "The Village hereby grants Contractor the exclusive right, and Contractor hereby accepts the obligation, to

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collect, transport and dispose of all Solid Waste and Recyclables generated by Residential Units within the Village...". This contract also covers other services offered to all of our Residential Units, such as battery and used oil collection; recycling drop-off center, Christmas tree collection, and spring bulk-item drop-off services. The \$155.00/residential unit special charge on your property tax bill covers these services. It also covers additional services the Village of Weston provides to its Residential Units, such as spring and fall yard waste pick-up, making available to owners and occupants of residential units the Village of Weston's yard waste site, which is open 24 hours per day, 365 days per year. Lastly, the special charge also covers the costs for administration of the refuse/recycling program.

The Village's effective recycling program is regulated through its Solid Waste Ordinance (Chapter 66 of the Village of Weston Municipal Code). Within our Solid Waste Ordinance, we define a "Residential Unit" as *"each single family residence and each two to four unit residence within the Village under one property tax parcel"*. We also define the Village's "Contracted Collector" as *"a person, firm or corporation specifically contracted by the Village of Weston to collect, dispose of and/or market certain recyclable materials and/or post-consumer waste from residential units."*

With the start of our single-stream recycling program, in 2014, we realized our Solid Waste Ordinance was in need of being amended to take into account the new single-stream recycling services. Also, realizing that this particular chapter was quite outdated, and through Refuse/Recycling Task Force meetings held, along with conferring with our Village Attorney, this chapter was repealed and recreated to reflect the full requirements of being an effective RU, along with including language that requires the accountability and responsibilities of residential unit owners and occupants (also language for owners and occupants of multiple family and commercial properties), and includes other important requirements which cross-reference with sections of our zoning code, primarily relating to dumpster enclosure requirements.

In January of 2014, as the new single-stream recycling carts were delivered to every Residential Unit within the Village of Weston, we started to receive calls from owners of certain 3 and 4-unit residential dwellings. The discussions held revealed to us that many 3 and 4-unit residential properties were not utilizing individual carts for their tenants. Instead, some of these particular properties were providing shared dumpsters for their tenants to use instead (and some had no recycling provisions). This also brought to light extra costs these particular property owners were incurring. Not only were these property owners paying the annual refuse/recycling special charge on their tax bill, but they were also paying an additional fee directly to Advanced Disposal for the special commercial drive-up collection service. The type of service that is included in our contract with Advanced Disposal is called "residential curbside collection service" of carts that are placed at the curbside. When property owners choose to utilize dumpsters, then Advanced Disposal has to send their commercial refuse truck to drive up on the property and empty the dumpster(s). Not only does this take a different type of truck, but it also takes additional time and potential safety issues.

One question that came up by the 3 & 4 unit residential property owners was with the use of the refuse and recycling carts, if there was not a lot of room on the property, and if their tenants typically do not accumulate a lot of refuse or recycling, if they could have a lesser amount of carts (where they were issued carts equivalent to the number of residential units). Another, more common, question that came up was if their

tenants could continue using shared dumpsters, and if so, if they could receive some type of reimbursement of what they pay the Village on their tax bill.

Through a meeting of Village Staff on those issues, a policy statement was written to address those questions and concerns and approved by the Village Board of Trustees through a Resolution. It was decided that property owners of 3 and 4-unit residential properties who request lesser carts, would be allowed this, but they would still pay the full per unit special charge on their tax bill. With those 3 and 4-unit residential properties who utilize dumpsters, and pay a special commercial drive-up collection by from Advanced Disposal, that they would still be charged the full per unit special charge on their tax bill; however, if they meet certain criteria, the Village would then reimburse them a portion of the special charges previously paid on their tax bill.

The criteria that must be met in order to qualify for a partial reimbursement (at the end of each year) are as follows:

- *Proof of an annual contract with Advanced Disposal Services, which needs to be submitted to our office at the beginning of the year, and
- *The owner of the property must construct a 3-sided enclosure with a fourth gated side to house the refuse and recycling dumpsters in.

In your letters to the Village of Weston, you are requesting the removal of the refuse/recycling special charges placed on your tax bills and/or reimbursements of special charges previously paid. There are a number of issues at hand here that you need to be aware of, which make you ineligible for any partial reimbursement.

1. **Your contract with IROW.** Per the Village's 5-year contract with Advanced Disposal Services, Advanced Disposal has exclusive rights to all residential units within the Village of Weston. If we allow your contract with IROW to continue, we technically then are in breach of our contract with Advanced Disposal.

Another part of our contract with Advanced Disposal is that they report to us on a quarterly basis the tonnages of recyclables and refuse collected under our service contract. These numbers are then reported on our annual report, as part of our recycling grant. When you utilize a different hauler, not contracted by the Village of Weston, they are not reporting these tonnages to us, and we miss out on potentially additional grant monies from the State.

Catching this exclusivity clause within our 5-year contract was something that was inadvertently overlooked on our part, and we should have addressed this issue at the time we found out you were contracting through IROW. You will be required to end that contract and work with Advanced Disposal, under the Village's contract for individual refuse and recycling carts, or to have a separate supplemental contract between you and Advanced Disposal for the special commercial drive-up dumpster service.

2. **Utilizing dumpsters which are shared with the tenants of both 4-unit apartment buildings.** The Village requires that when dumpsters are used, there must be an enclosure that these dumpsters are

housed within. The use of an enclosure not only makes the area less unsightly, but also helps to prevent any materials from blowing out, when the lids of the dumpsters are not closed, and it also helps to prevent trespassers from coming onto your property and either dumping their trash within your dumpsters, or worse yet, preventing people from “dumpster diving”, which we have seen.

Another issue with your shared dumpster area between the two buildings is the fact that these are two separate tax parcels, under two different ownerships. What would happen if one of you sold your property, and the next property owner is opposed to sharing the refuse/recycling services, or worse yet, the shared access between your properties? Technically, there should be a cross-access agreement that the two of you sign and have recorded at the Marathon County Register of Deeds Office, relating to the shared access and the shared refuse/recycling services, as this would protect you from any future issues. Typically, we would not allow the shared refuse/recycling services; however, through a recent staff meeting, we decided we could make an exception to the requirement of separate services for each parcel, provided the cross access agreement is written up, signed, and recorded, and the enclosure is constructed to house the containers.

3. **Consider switching to individual refuse/recycling carts for your tenants.** If you would like to avoid any additional refuse/recycling services costs, you could simply require your tenants utilize the 95-gallon refuse and recycling carts. Yes, this would require your tenants to roll the carts out to the edge of the property for the curbside collection service once per week; however, if they are then able to keep their carts up by their unit, or within a designated parking stall, it would remove the requirement of constructing and maintaining the enclosure. This would also bring some reassurance that your tenants are recycling.

Please be aware that the Village of Weston staff and Advanced Disposal Staff have the authority to audit individual carts, as well as shared carts and/or dumpsters. After learning that some of your tenants may not be properly recycling, I have been directed to perform audits of your containers to verify that proper recycling is being done. If your tenants are sharing dumpsters, and if recyclables are found in the refuse container, and refuse is found in the recycling containers, the tenants of all units will be issued citations (as we would not be able to pinpoint who the violator(s) is/are). Whereas, if your tenants had their own individual carts, we could cite the specific tenant.

Please realize the reimbursement that qualifying 3 and 4-unit residential dwelling owners would receive only amounts to 2/3 (66.666%) of your annual refuse/recycling service fee you pay on your tax bill. If you had met the criteria for the 2015 tax season, you each would have been eligible to receive a reimbursement in the amount of \$413.35. This is calculated by taking the \$620.00 on each of your tax bills (\$155.00 * 4 units), then multiplying it by .6667, which brings you to the \$413.35 amount. You may want to check with Advanced Disposal to see what their special commercial drive-up service would cost each year to really determine if it is worth it to continue using dumpsters, or if it would be in your best interest to require your tenants to utilize the carts. Again, the reason for only a partial reimbursement is because there are other services that are available to your tenants.

What's next?

- First of all, you need to discontinue your service contract with IROW, and
- Second, you will need to contact Advanced Disposal to have refuse carts and single-stream recycling carts delivered to each of your rental units, or
- Sign a supplemental contract with Advanced Disposal to have them deliver dumpsters for your tenants to share – but then you will need to complete and have recorded the cross-access agreement, and will also need to construct an enclosure on the property to house the dumpsters. If we receive a recorded cross-access agreement, then we would agree to not pursuing requiring separate services for each of your properties.

I apologize for the length of this letter, but hope that this does fully explain things for you, as far as why we require you to use Advanced Disposal and why you are not eligible for a reimbursement of any refuse/recycling related fees you have paid on your taxes.

I have reserved Friday, February 19th, at 1:00 p.m. for a meeting with the two of you and Administrator, Daniel Guild. Wally, you have informed me that you will be attending this meeting; while, Joan, you stated you are unable to attend.

We look forward to hearing from each of you with your plans of compliance. Please feel free to call our office at 715-359-6114, or by e-mailing me at vparker@westonwi.gov.

Sincerely,



Valerie Parker
Planning Technician
Planning & Development Department

Enclosures

Cc: Daniel Guild, Administrator
Jennifer Higgins, Director of Planning & Development
John Jacobs, Finance Director
Community Life and Public Safety Committee

**VILLAGE OF WESTON EXCLUSIVE SOLID WASTE AND RECYCLABLES
COLLECTION, HAULING & DISPOSAL CONTRACT**

THIS CONTRACT ("Contract") is made and entered into this 4th day of November, 2013, by and among the Village of Weston, Wisconsin (hereinafter the "Village") and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter "Contractor").

WITNESSETH:

WHEREAS, Marathon County has mandated that certain materials be separated and removed from garbage disposed of at the Marathon County Landfill; and

WHEREAS, the State of Wisconsin has mandated that certain materials are banned from being disposed of in landfills, or burned, and must therefore be recycled; and

WHEREAS, the Village has determined that it is necessary and desirable to institute and implement a mandatory, Village wide Solid Waste and Recyclables collection, hauling and disposal program for waste materials generated by Residential Units within the Village; and

WHEREAS, Contractor desires to provide Solid Waste and Recyclables collection, hauling, and disposal services to the Residential Units of the Village; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

A. "Contractor" shall mean Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company.

B. "Residential Unit" shall mean each single family, two family, three family and four family residential dwellings located within the Village, but specifically

excluding the following mobile home parks: Alpine Trailer Park, Green Acres Mobile Home Park, Colonial Gardens, and Weston Manor. A single family dwelling shall be counted as one Residential Unit; a two family dwelling shall be counted as two Residential Units, and so on.

C. “Recyclables” shall mean recyclable materials limited to plastic, glass, cardboard, newspaper, tin and aluminum cans.

D. “Solid Waste” shall mean municipal solid waste materials generated in the normal and ordinary course by Residential Units within the Village. The term “Solid Waste” specifically excludes special waste, hazardous waste or other types of materials which require special handling and disposal.

E. “Village” shall mean the Village of Weston.

2. **Term:** The term of this Contract shall be five (5) years commencing January 1, 2014 (the “Commencement Date”). This Contract may be renewed upon the mutual written agreement of the parties.

3. **Residential Collection Services:** The Village hereby grants Contractor the exclusive right, and Contractor hereby accepts the obligation, to collect, transport and dispose of all Solid Waste and Recyclables generated by Residential Units within the Village (collectively the “Collection Services”). The Village shall not hire any other private or public refuse collector to provide Collection Services to Residential Units within the Village during the term of this Contract. Contractor shall, at its own expense, furnish personnel, supplies, equipment, maintenance, oversight and anything else necessary to fulfill this Contract in a nuisance free and workmanlike manner. Contractor shall perform the services required by this Contract in accordance with the highest professional standards and best management practices for the Solid Waste Industry.

Contractor shall comply with all federal, state and local laws and regulations, including the Village's Solid Waste Ordinance.

4. **Contractor Provided Carts:** Contractor shall provide each Residential Unit with two 95 gallon roll-out carts at no charge. One cart shall be designated for Solid Waste and the other cart for Recyclables (uniquely distinguishable from the Solid Waste cart by color). All carts furnished by Contractor for use by Residential Units shall remain the property of Contractor. The owner or occupier of a Residential Unit may request a smaller cart. If so, Contractor shall replace the 95 gallon roll-out carts with 45 gallon roll-out carts at no charge within five (5) business days of the request. Residential Units shall be responsible for loss or damage to the carts in excess of ordinary wear and tear. In the event a Residential Unit requests a replacement cart due to theft or damage beyond ordinary wear and tear, Contractor shall provide additional carts and charge the Residential Unit directly for the cost thereof.

All Solid Waste subject to collection by Contractor shall be fully contained in the Contractor provided Solid Waste cart. If Residential Units have more Solid Waste than can fit within a cart without overflowing, then the Residential Unit may dispose of additional Solid Waste materials by purchasing "overflow stickers" and attaching the stickers to refuse bags. All Solid Waste disposed of in refuse bags and placed at curbside for collection shall be fully contained, tied so as to not spill any contents during collection, and shall not exceed 50 pounds in weight. Contractor shall not be required to collect any refuse bags that do not contain overflow stickers. All Recyclables subject to collection by Contractor hereunder shall be collected on a single stream basis and fully contained in the Contractor provided Recyclables cart.

5. Collections:

A. Frequency and Schedule. Contractor shall collect Solid Waste from each Residential Unit once each week and Recyclables every other week. Unless Contractor gives the Village and affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. Contractor shall collect Recyclables in each designated collection area on the same day Solid Waste is collected in that area.

B. Route. At least 20 days before the Commencement Date, Contractor shall provide the Village with a map showing all of the routes that Contractor will use to collect Solid Waste and Recyclables. The route map shall designate the beginning and ending point of each route, and the days and times when service will be provided for each route.

C. Hours and Location. Contractor shall collect Solid Waste and Recyclables between the hours of 7:00 a.m. and 5:00 p.m., on the designated collection day. Contractor may extend these hours under extraordinary circumstances if authorized in advance by the Village Administrator. Contractor shall not be required to collect any Solid Waste or Recyclable materials that are not placed at roadside locations by 7:00 a.m. on the scheduled collection day.

D. Clean Up. Contractor shall promptly clean up any Solid Waste or Recyclables spilled by Contractor in the course of its collection.

E. Noise and Disturbance. Contractor shall empty each cart and return it to its original location in an upright manner. Contractor shall make collections with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise.

F. Notices on Materials Not Collected. Contractor shall place a notice on any material not collected. The notice shall provide, at a minimum, the date, time, address and reasons why the materials were not collected. Contractor shall provide the Village with a copy of each notice within two (2) business days.

G. Additions or Deletions. The Village, upon thirty (30) days' notice, may designate materials to be added to or deleted from the Recyclables and/or Solid Waste to be collected by Contractor. The parties agree that additions can only be those items which are able to be lawfully collected by an approved material recycling facility. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted items(s).

H. Damaged Property. Contractor shall promptly notify the Village whenever Contractor's activities cause any injury or property damage. Contractor shall be responsible for paying the cost of repairing or replacing any property it damages.

I. New Service. The Village will provide Contractor with the address of all new Residential Units requiring collection services. Within two (2) business days of receiving notices, Contractor shall deliver two 95 gallon roll-out carts (one for Solid Waste and the other for Recyclables) to each new Residential Unit at no charge. If collection is to take place prior to carts being delivered to the new service, Contractor will accept bagged Solid Waste and contained Recyclables from the new service until the carts have been delivered.

6. **Recyclables Hauling/Disposal**: Contractor shall collect, process, haul and cause the delivery of all Recyclables to an appropriate recycling facility, in accordance with the Village Solid Waste Ordinance and applicable Marathon County Rules and

Regulations. No recyclable material shall be delivered to the Marathon County Landfill or any other Solid Waste landfill without prior approval of the Village.

7. **Contractor's Employees:** Contractor shall employ such persons as may be needed to collect the Solid Waste and Recyclables on schedule. All such persons shall be the employees of Contractor, who shall be solely responsible for providing workers compensation and for complying with all Federal, State and Local requirements, relating to the employment of such persons. Contractor shall also be responsible for all claims and bills for wages, salaries, and supplies purchased, or in any way related to Contractor's performance of this Contract.

8. **Equipment:** Contractor shall provide all standard or specialized equipment necessary to collect the Solid Waste and Recyclables on schedule, in a professional and efficient manner. The equipment shall be safe, sanitary, and maintained in such a manner as to accomplish the efficient collection of Solid Waste and Recyclables. Equipment shall not be parked on Village streets when not in use.

9. **Independent Contractor:** Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Village. Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.

10. **Insurance:** In addition to worker's compensation insurance, Contractor shall carry general public liability insurance with limits of not less than one million dollars (\$1,000,000) for bodily injury, including accidental death, to any one person, and not less than one million dollars (\$1,000,000) for each accident with a total aggregate of two million dollars (\$2,000,000). Contractor shall also provide property damage insurance with

limits of not less than one million dollars (\$1,000,000) for each accident, with a total aggregate of two million dollars (\$2,000,000).

Before commencement of the term of this Contract, Contractor shall provide the Village with evidence on insurance consistent with the requirements specified above. The Village shall be listed as an additional insured. All insurance policies carried by Contractor, required by conditions of this Contract, shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation of such policies for any reason whatsoever, the Village shall be notified in writing by the carrier and Contractor at least thirty (30) days prior to any such cancellation.

11. **Battery and Used Oil Collection Services:** Contractor shall collect Residential Unit generated lead-acid batteries and containerized motor oil placed at curbside on an on call basis at no additional charge. The Residential Unit shall contact Contractor directly to receive this service.

12. **Recycling Drop Off Center:** Contractor shall provide and maintain a Recycling Drop Off Center in the Village for Village residents. The Recycling Drop off Center will collect, at a minimum, plastic, glass, cardboard, newspaper, tin and aluminum cans. It will be open and accessible to Village residents during regularly scheduled hours on week days and weekends.

13. **Christmas Tree Collection Service:** During the month of January, Contractor shall collect Christmas trees placed at curbside by Residential Units at no additional charge. Christmas trees subject to collection shall be cut to lengths of four (4) feet or less, and placed on their side.

14. **Spring Cleanup Service:** During the third (3rd) weekend in May, Contractor shall provide a cleanup at Contractor's location for collection of additional

Solid Waste materials generated by Residential Units which may be too bulky to dispose of at curbside.

15. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste collected pursuant to this Contract to the Marathon County Landfill. All disposal charges shall be paid directly by Contractor to Marathon County Landfill at the Marathon County Landfill and Village negotiated rate of \$31.62 per ton. The Village shall be responsible for any increased rate for disposal, and shall receive a credit for any decreased rate of disposal.

16. **Rates:** The rates for Collection Services provided by Contractor hereunder shall be \$9.00 per Residential Unit per month (with \$7.00 allocated towards Solid Waste collection and \$2.00 allocated towards Recyclables collection). If the Residential Unit uses a 45 gallon roll-out cart for Solid Waste, the rate shall be \$8.00 per month (with \$6.50 allocated towards Solid Waste collection and \$1.50 allocated towards Recyclables collection). Overflow stickers will be provided to the Village at a rate of \$1.50 each. The rate for spring cleanup service provided by Contractor shall be \$42.00 per ton.

Contractor shall immediately notify the Village of any changes in disposal facility rates. Contractor may pass on actual increases in disposal facility rates to the Village. Contractor shall immediately pass on actual decreases in disposal facility rates to the Village. The rate may be increased annually beginning January 1, 2015 and on each January 1 thereafter during the term of this Contract. The rates set forth herein may be increased to reflect 100% of the points change in the Consumer Price Index ("CPI") Midwest-All Items as promulgated by the Household United States Bureau of Labor Statistics for the prior twelve (12) months. The parties further agree that any rate increases shall not exceed 2.75% in any calendar year.

17. **Other Municipalities:** Contractor agrees to provide Collection Services under this Contract to Residential Units in other municipalities should the Village consolidate Solid Waste and Recyclable Collection Services with another municipality.

18. **Annual Rate Adjustment For Fuel Costs:** The rates may also be increased on an annual basis in January for any increased cost of fuel in the prior twelve month period at or above the base rate of \$4.00 per gallon.

For every \$0.10 increase in the cost of diesel fuel at or above the base rate of \$4.00 per gallon Contractor's rates shall increase by ½ %. Such that if the cost of diesel fuel is between \$4.00 and \$4.10 per gallon the rates charged by Contractor hereunder shall be increased by 0.5 %; if the cost of diesel fuel is between \$4.11 and \$4.20 per gallon the increase shall be 1%; if the cost of diesel fuel is between \$4.21 and \$4.30 per gallon the increase shall be 1.5%; and so on (the "Fuel Adjustment").

The Fuel Adjustment may be recalculated annually based on the national on-highway diesel prices for the Midwest region as published by the United States Energy Information Administration available at: www.eia.gov/petroleum/gasdiesel. If the average cost of diesel fuel for the prior year is less than the base rate of \$4.00 per gallon then no Fuel Adjustment will be made to the rates for the following year. Contractor will provide timely notification of fuel rate changes by end of September of the preceding year of the change.

19. **Payment to Contractor:** Contractor shall submit invoices directly to the Village on a monthly basis for services rendered based on the number of Residential Units within the Village. As of the commencement of this Contract, the number of Residential Units within the Village is 4,703 (the "Residential Unit Count"). The Residential Unit Count shall be updated by the Village on or before December 15 each year for any new or

demolished Residential Units. A physical unit count by the Village of the number of legally recognized Residential Units within the Village shall control in the event of any discrepancy. The Village shall pay Contractor, within thirty (30) days of the date of the invoice.

20. **Complaints:** Contractor shall prepare and maintain a complaint log for all complaints received from the owners or occupiers of any Residential Unit within the Village. At a minimum, the log shall include the following for each complaint: (a) the date and time the complaint was received; (b) the date and time when the problem occurred; (c) the name, address, and telephone number of the person reporting the complaint and the location of the problem if different than the complainant's address; (d) the Contractor's truck number, if available; (e) the nature of the complaint; (f) the name of the person assigned by Contractor to respond to the complaint; (g) the ultimate action taken by Contractor; and (h) the date and time when the complaint was resolved.

Contractor shall provide the Village with a copy of each complaint within two (2) business days after receiving the complaint. Contractor shall provide a manned telephone answering service Monday through Friday, excluding Holidays, for the purpose of receiving complaints and other calls concerning Collection Services provided by Contractor. Contractor shall act upon all reasonable and valid complaints promptly.

In the event that Contractor fails or neglects to perform any of its duties under the Contract the Village may perform such duties and deduct the Village's cost from Contractor's payment.

21. **Licenses and Taxes:** Contractor, at its own expense, shall obtain and keep current all licenses and permits required by applicable law for the performance of the services contemplated herein.

22. **Access and Records:** Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after the end of this Contract and provide the Village with reasonable access to such books and records.

23. **Performance Bond or Letter of Credit:** At least twenty (20) days before the Commencement Date, Contractor shall furnish to the Village a performance bond executed by a surety company, licensed to do business in the State of Wisconsin, or an irrevocable letter of credit issued by a local bank for the faithful performance of Contractor's obligations under this Contract. The bond or letter of credit shall be in an amount that is equal to the total revenue that is generated by Contractor by providing Residential Collection Services under this agreement for six (6) months. The form of the performance bond or letter of credit is subject to approval by the Village attorney.

24. **Indemnification:** Contractor shall indemnify and hold harmless the Village, its officers, trustees, agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, losses damages, and costs, including reasonable attorney's fees, arising out of any wrongful or negligent act or omission on the part of Contractor, its agents, servants or employees while performing any work pursuant to the Contract.

25. **Holidays:** The following holidays shall be observed by the Contractor (each a "Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a collection day falls on a Holiday, then Contractor shall provide Collection Services on the next business day following the Holiday or at such time as mutually agreed to between Contractor and the Village Administrator.

26. **Early Termination:**

A. For Unsatisfactory Service. The Village may terminate the Contract for unsatisfactory service, upon sixty (60) days written notice. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to provide timely collection, omission of collections, failure to leave the collection sites in good order, delivery of Recyclables to landfills, or a failure to provide a regular and accurate accounting for the disposal of Solid Waste and Recyclables or similar deviations from the requirements of the Contract.

B. The parties shall review jointly, and at least annually, Contractor's performance under the Contract.

27. **Compliance with Lawful Authority:** Contractor shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, or regulations. Vehicles operated by the Contractor shall be driven in a safe and lawful manner at all times.

28. **Force Majeure:** Contractor shall be excused from performance hereunder if precluded as the result of an Act of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control (a "Force Majeure Event") and shall not be considered in default.

29. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

If to the Village:
Village of Weston Municipal Center
Attn: Village Clerk
5500 Schofield Avenue
Weston, WI 54476

If to the Contractor:

Advanced Disposal Services Solid Waste Midwest, LLC
Attn: General Manager
5509 Fuller Street
Weston, WI 54476

with a copy to:

Advanced Disposal Services
Attn: General Counsel
90 Fort Wade Road
Ponte Vedra, FL 32081

30. **Reports:** Contractor shall provide the Village monthly reports identifying the amount of Solid Waste and Recyclables collected by Contractor each month from Residential Units. Available documentation, such as weight tickets, shall be included with the report. The reports shall contain sufficient detail to meet all recycling grant requirements. On March 1 and September 1 of each year, Contractor shall provide the Village a report identifying the number of Residential Units using 45 gallon carts compared to 95 gallon carts over the prior six (6) month period.

31. **Default:** If either party materially breaches any provision of this Contract, the aggrieved party shall be entitled to such rights and remedies as available under law in the State of Wisconsin.

32. **Attorney's Fees:** In the event that either party find it necessary to commence an action against the other party to enforce any provisions of this Contract or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees, paralegal fees and other costs incurred in connection therewith, at both trial and appellate levels, and the right to such reasonable attorney's fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

33. **Applicable Law.** This Contract shall be governed and construed by the laws of the State of Wisconsin.

34. **Severability.** If any term, covenant, condition or provision of this Contract shall be construed to be illegal, invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and the illegal, invalid or unenforceable term, covenant, condition or provision shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other terms, covenants, conditions or provisions of this Contract shall continue in full force and effect.

35. **Entire Contract.** This Contract constitutes the entire agreement between the parties and supersedes all written or oral understandings between the parties with respect to the subject matter hereof. No amendment, supplement to, or modification of this Contract will be binding unless in writing and signed by duly authorized representatives of both parties.

36. **Assignments.** Contractor may not assign its rights and/or obligations under this Contract without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

VILLAGE OF WESTON

By: Loren White

Date: 11-5-2013

Loren White, President

Attest: Sherry Weinkauff

Date: 11-5-2013

Sherry Weinkauff, Clerk

ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

By: Walter H. Hall, Jr.

Date: 11.8.2013

Printed name: WALTER H. HALL, JR.

Title: CHIEF OPERATING OFFICER

Chapter 66

SOLID WASTE*

Sec. 66.100. Title.

Sec. 66.101. Purpose.

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Sec. 66.111. Responsibilities of Residential Unit Owners and Occupants.

Sec. 66.112. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

Sec. 66.113. Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

Sec. 66.114. Responsibilities of Occupants of Multi-Family Dwellings and Non-Residential Facilities and Properties.

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[Sec. 66.121. Residential Composting.](#)

[Sec. 66.122. Enforcement.](#)

* **Cross References**--Buildings and Building Regulations, Chapter 14; Health and Sanitation, Chapter 38; Vehicles giving offensive odor or noise or spilling loadsChapter 38, § 38.101; Mobile Homes, Chapter 46; Nuisances, Chapter 50; Rubbish on streets and sidewalks, Chapter 70 § 70.102; Utilities, Chapter 86.

State Law References--Solid waste facilities generally, Wis. Stats. § [289.01](#) et seq.

Chapter 66

SOLID WASTE

Sec. 66.100. Title.

Refuse and Recycling Ordinance for the Village of Weston.

(Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.101. Purpose.

The purpose of this Ordinance is to regulate the accumulation, separation and disposal of solid waste within the Village and to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stats. §§ [287.09](#) and [287.11](#) and Wisconsin Administrative Code [NR Chapter 544](#).

(Ord. of 8-22-1994, § 1(1); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.102. Interpretation.

In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by Statute. Where any terms or requirements of this Ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this Ordinance is required by Statute, or by a standard in Wisconsin Administrative Code [NR Chapter 544](#) and where the Ordinance provision is unclear, the provision shall be interpreted in light of the Statutes and the Wisconsin Administrative [Code NR Chapter 544](#) standards in effect on the date of the adoption of the Ordinance, or in effect on the date of the most recent text amendment to this Ordinance.

(Ord. of 8-22-1994, § 1(17); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.103. Severability.

Should any portion of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

(Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.104. Statutory Authority, Applicability and Administration.

This Ordinance is adopted under Wis. Stat. § [287.09\(2\)](#). It is intended to apply to all persons within the Village and its provisions shall be administered by the Board, and/or other Village officials designated by the Board.

(Ord. of 8-22-1994, § 1(2); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.105. Definitions.

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

- (1) “**Automotive engine oil**” has the meaning given in Wis. Stat. § [287.15\(1\)\(a\)](#).
- (2) “**Bi-metal container**” means a container for beverages that is made primarily of a combination of steel and aluminum.
- (3) “**Collector**” means a person, firm or corporation licensed to collect, dispose of and/or market recyclable and/or non-recyclable solid waste within the Village.
- (4) “**Composting**” means biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decompositions and includes vermicomposting.
- (5) “**Container board**” means corrugated paperboard used in the manufacture of shipping containers and related products.
- (6) “**Foam polystyrene packaging**” means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - is designed for serving food or beverages;
 - consists of loose particles intended to fill space and cushion the article in a shipping container;
 - consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- (7) “**Free liquids**” means liquids which readily separate from the solid portion of waste under ambient temperature and pressure.
- (8) “**Glass container**” means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups,

dishes, light bulbs, mason jars, oven ware, plate glass, safety and window glass, heat resistant glass such as Pyrex, lead based glass such as crystal, or TV tubes.

- (9) “**HDPE**” means high density polyethylene. NOTE: Plastic containers made of HDPE and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “2.”
- (10) “**LDPE**” means low density polyethylene. NOTE: Plastic containers made of LDPE and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “4.”
- (11) “**Magazines**” means magazines and other materials printed on similar paper.
- (12) “**Major appliance**” means a residential or commercial air conditioner, clothes washer, clothes dryer, dishwasher, freezer, microwave oven, oven, stove, refrigerator, furnace, boiler, dehumidifier or water heater.
- (13) “**Multiple-family dwelling**” means a property containing 5 or more residential units, including those which are occupied seasonally, and all residential facilities that do not meet the definition of “residential unit.”
- (14) “**Newspaper**” means a newspaper and other materials printed on newsprint.
- (15) “**Non-recyclable post-consumer waste**” means solid waste for which there exists no commercially demonstrated method of resource recovery. It does not include solid waste generated in the production of goods, hazardous waste as defined in Wis. Stat. § [291.01\(7\)](#), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stat. § [289.01\(17\)](#).
- (16) “**Non-residential facilities and properties**” means commercial, retail, industrial, institutional and governmental facilities and properties. It includes any location at which goods or services are provided or manufactured, including locations under construction, demolition or remodeling, or used for special events such as, but not limited to, fairs, festivals, port venues, conferences and exhibits.
- (17) “**Office paper**” means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- (18) “**Oil filter**” means a filter for automotive engine oil.
- (19) “**Oil absorbent materials**” means materials that are used to absorb waste oil.

- (20) “**Other resins or multiple resins**” means plastic resins regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) and having a triangular symbol with number “7.”
- (21) “**Person**” includes any individual, corporation, limited liability company, partnership, association, local governmental unit as defined in Wis. Stat. § [66.0131\(1\)\(a\)](#), state agency or authority or federal agency.
- (22) “**PETE**” or “**PET**” means polyethylene terephthalate. NOTE: Plastic containers made of PETE and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “1.”
- (23) “**Plastic container**” means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale. A plastic container includes those made of PETE (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).
- (24) “**Postconsumer waste**” means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stat. § [291.01\(7\)](#), waste from construction and demolition of structures, scrap automobiles or high-volume industrial waste as defined in Wis. Stat. § [289.01\(17\)](#).
- (25) “**PP**” means polypropylene. NOTE: Plastic containers made of PP and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “5.”
- (26) “**PS**” means polystyrene. NOTE: Plastic containers made of PS and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “6.”
- (27) “**PVC**” means polyvinyl chloride. NOTE: Plastic containers made of PVC and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “3.”
- (28) “**Recyclable materials**” or “recyclable solid waste” is defined by Wisconsin Administrative Code § ATCP 137.02(9) , and includes items that are banned from land disposal and incineration pursuant to Wis. Stat. § [287.07](#). These items include, but are not limited to, lead acid, nickel cadmium, and lithium-ion batteries, major appliances, waste oil, yard waste, waste tires, aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, bi-metal containers, used oil filters, oil absorbent materials with visible signs of free-flowing oil and electronic devices listed in Wis. Stat. § [287.07\(5\)](#).
- (29) “**Residential unit**” means each single family residence and each two to four unit residence within the Village under one property tax parcel.

- (30) “**Solid waste**” means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Wis. Stat. [Chapter 283](#), or source material as defined in Wis. Stat. § [254.31\(10\)](#), special nuclear material as defined in Wis. Stat. § [254.31\(11\)](#), or by-product material as defined in Wis. Stat. § [254.31\(1\)](#).
- (31) “**Solid waste facility**” means a facility for solid waste treatment, solid waste storage or solid waste disposal, and includes commercial, industrial, municipal, state and federal establishments or operations such as, without limitation because of enumeration, sanitary landfills, dumps, land disposal sites, incinerators, transfer stations, storage facilities, collection and transportation services and processing, treatment and recovery facilities. This term includes the land where the facility is located. This term does not include a facility for the processing of scrap iron, steel or nonferrous metal using large machines to produce a principal product of scrap metal for sale or use for re-melting purposes. This term does not include a facility which uses large machines to sort, grade, compact or bale clean wastepaper, fibers or plastics, not mixed with other solid waste, for sale or use for recycling purposes. This term does not include an auto junk yard or scrap metal salvage yard.
- (32) “**Solid waste treatment**” means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. “Treatment” includes incineration.
- (33) “**Village’s contracted collector**” means a person, firm or corporation specifically contracted by the Village to collect, dispose of and/or market certain recyclable materials and/or post-consumer waste from residential units.
- (34) “**Waste oil**” means any petroleum-derived or synthetic oil that has been used or spilled.
- (35) “**Waste tire**” means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- (36) “**Yard waste**” means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(Ord. of 8-29-1988, § 1; Ord. of 8-22-1994, § 1 (3); Ord. of 5-2-1997, § 1(a); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Cross References--Definitions generally, § 1.101.

Sec. 66.106. Storing of Solid Waste.

Any accumulation of solid waste on any premises in the Village is declared to be a nuisance and is prohibited. The owner is responsible for the timely removal and proper disposal of solid waste from the owner's premises. Upon failure to remove the nuisance after written notice to the owner, the Village may cause the nuisance to be removed and disposed of at the owner's expense. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll.

(Code 1982 §6.07(8); Ord. of 1-24-2013; Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.107. Separation of Recyclable Materials.

All persons who generate or dispose of solid waste within the Village shall separate the following recyclable materials from non-recyclable solid waste:

- (1) Aluminum containers;
- (2) Bi-metal containers;
- (3) Corrugated paper or other container board;
- (4) Foam polystyrene packaging;
- (5) Glass containers;
- (6) Magazines (and other materials printed on similar paper);
- (7) Newspaper (and other materials printed on similar paper);
- (8) Office paper;
- (9) Plastic containers;
- (10) Steel containers;
- (11) Electronic devices listed in Wis. Stat. § [287.07\(5\)](#);
- (12) Lead acid batteries;
- (13) Major appliances;
- (14) Yard waste;

- (15) Waste tires;
- (16) Used oil filters;
- (17) Waste oil;
- (18) Oil absorbent materials with visible signs of free-flowing oil.

(Ord. of 8-22-1994, § 1(4); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.108. Separation Requirements Exempted.

The separation requirements of Sec. 66.107 do not apply to the following:

- (a) Persons who send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Sec. 66.107 from solid waste in as pure a form as is technically feasible.
- (b) Solid waste burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- (c) A recyclable material specified in Sec. 66.107 for which a variance has been granted by the Department of Natural Resources under Wis. Stat. § [287.11\(2m\)](#) or Wisconsin Administrative Code [Chapter ATCP 137.02\(9\)](#).

(Ord. of 8-22-1994, § 1(5); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.109. Care of Separated Recyclable Materials.

To the greatest extent practicable, recyclable materials separated in accordance with Sec. 66.107 shall be clean and kept free from contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to: household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain and other inclement weather conditions.

(Ord. of 8-22-1994, § 1(6); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.110. Management of Lead Acid, Nickel Cadmium, and Lithium-Ion Batteries, Major Appliances, Waste Oil, Used Oil Filters, Oil Absorbent Materials with Visible Free-Flowing Oil, Electronics and Yard Waste.

Occupants of residential units, multiple-family dwellings and non-residential facilities and properties shall arrange for the proper collection and disposal of lead acid, nickel cadmium, and

lithium-ion batteries, major appliances, waste oil, used oil filters, oil absorbent materials with visible free-flowing oil and electronics with a collector at the occupant's request and expense, except occupants of residential units may contact the Village's contracted collector for curbside removal and disposal of lead-acid batteries and containerized waste oil at no additional expense. Yard waste may be disposed of at the Weston Municipal Yard Materials site, removed by a collector at the occupant's request and expense, or composted pursuant to Sec. 66.121.

(Ord. of 8-22-1994, § 1(7); Ord. 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.111. Responsibilities of Residential Unit Owners and Occupants.

- (a) Except as otherwise directed by the Village, owners and occupants of residential units shall follow the preparation and collection of recycling materials as adopted by Board resolution to meet vendor and market conditions.
- (b) All residential units shall be provided a wheeled recycling cart and a wheeled non-recyclable post-consumer waste cart by the Village's contracted collector. Provided carts are to be maintained by the residential unit owners and occupants in a good, clean and sanitary condition and shall not be removed from the premises by the residential unit owner or occupant. These carts shall be water tight and fly-proof at all times. Covers shall be kept tightly on the carts to prevent materials from blowing or spilling. The carts will be rented to each residential unit and paid for in accordance with Wis. Stat. § [287.093](#). A service fee shall be placed on the tax roll, as a special charge, per dwelling unit.
- (c) Properly prepared bi-metal containers, container board, foam polystyrene packaging, glass containers, HDPE, LDPE, magazines, newspaper, other resins or multiple resins, PETE, plastic containers, PP, PS, PVC and aluminum cans within the recycling cart shall be collected at curbside according to a schedule set by the Village. The recycling cart shall not be placed at the curbside collection point sooner than the night before the day of collection. The cart shall be removed from the collection point within 12 hours after collection. In order to prevent carts from being an obstruction to snowplows, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows.
- (d) Non-recyclable post-consumer waste contained within a non-recyclable cart shall be collected at curbside according to a schedule set by the Village. Overflow refuse bags containing non-recyclable post-consumer waste shall be collected at curbside if the bag weighs less than 50 pounds and an overflow sticker is attached to the bag. Overflow stickers may be purchased from the Village. The non-recyclable cart and any overflow bags shall not be placed at the curbside collection point sooner than the night before the day of collection. The cart and any uncollected solid waste shall be removed from the collection point within 12 hours after collection. In order to prevent carts from being an obstruction to snowplows, carts are prohibited from being placed

within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows.

- (e) No person shall place the following materials at the curbside collection point for collection by the Village's contracted collector unless the person has made separate arrangements for the collection at the person's own expense:
- (1) Non-separated recyclable and non-recyclable post-consumer waste;
 - (2) Hazardous waste as defined in Wis. Stat. § [291.01\(7\)](#);
 - (3) Paint or stain (latex-based paint cans can go in the trash, as long as contents in can are dried out);
 - (4) Flammable liquid;
 - (5) Explosives;
 - (6) Chemicals;
 - (7) Carcasses;
 - (8) Home generated sharps unless they are deposited in an FDA approved sharps collection container
- ;
- (9) Infectious waste as defined by Wis. Stat. § [287.07\(7\)\(c\)1.c](#), and other waste that contains or may be mixed with infectious waste;
 - (10) Automotive parts or accessories;
 - (11) Metal;
 - (12) Yard waste;
 - (13) Tires;
 - (14) Major appliances;
 - (15) Lead acid, nickel cadmium, and lithium-ion batteries unless prior arrangements are made with the Village's collector;
 - (16) Used oil filters;
 - (17) Oil absorbent materials with visible signs of free-flowing oil;
 - (18) Waste oil unless prior arrangements are made with the Village's collector;

- (19) Electronic devices listed in Wis. Stat. § [287.07\(5\)](#);
- (20) Items that do not fit within the provided cart unless the items are placed in overflow refuse bags that weigh less than 50 pounds and an overflow sticker purchased from the Village is attached to each bag.

(Ord. of 8-29-1988, § 2; Ord. of 8-22-1994, § 1(8); Ord. of 1-24-2013; Ord. 3-20-2014)
[Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.112. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

- (a) The owner of a multi-family dwelling shall arrange for the removal of non-recyclable post-consumer waste and recyclable materials specified in Sec. 66.107(1) through (10) from the multi-family dwelling at the owner's expense. The owner or designated agent of a multi-family dwelling shall provide adequate separate containers for the disposal of both non-recyclable post-consumer waste and those recyclable materials specified in Sec. 66.107(1) through (10). A non-recyclable post-consumer waste container of at least 95 gallons shall be provided per dwelling unit. Dumpsters may be provided using this size equivalency, such that an eight-unit dwelling would require at least a four-yard dumpster, a ten-unit dwelling would require at least a six-yard dumpster, etc. The owner or designated agent of a multi-family dwelling shall also provide recyclable material containers of at least the same size as the non-recyclable post-consumer waste containers. Non-recyclable post-consumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in Sec. 66.107(1) through (10) shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of a multi-family dwelling shall provide the Village with a copy of its current collection contract within five (5) business days of a written request from the Village.

The owner or designated agent may apply in writing for a special exception from the Village's Planning and Development Department regarding the minimum size of containers. The Village may grant a special exception if the applicant clearly shows that the ordinance requirement creates an unnecessary hardship and granting the special exception will not harm the public interest or undermine the purpose of this ordinance. The Village reserves the right to revoke the special exception at any time, for any reason.

- (b) The owner or designated agent of a multi-family dwelling shall do all of the following:
 - (1) Provide adequate, separate containers for the recyclable materials specified in Sec. 66.107(1) through (10);

- (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established on-premises recycling program, which materials are collected, and how to prepare the materials in order to meet the processing requirements and collection methods;
 - (3) Provide educational materials to tenants with resources on proper disposal options for recyclable materials described in Sec. 66.111(e);
 - (4) Provide for the collection of the recyclable materials specified in Sec. 66.107(1) through (10), separated from the non-recyclable post-consumer waste, and the delivery of the recyclable materials to a recycling facility; and
 - (5) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods, or sites, location and hours of operation, and a contact person or company, including a name, address and telephone number.
- (c) The requirements specified in (a) do not apply to the owner or designated agent of a multi-family dwelling if the post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Sec. 66.107 from solid waste in as pure a form as is technically feasible.

(Ord. of 8-22-1994, § 1(11); Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.113. Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

- (a) The owner of non-residential facilities and properties shall arrange for the removal of solid waste and collection of separated recyclable materials specified in Sec. 66.107 (1) through (10) from their property at their expense. The owner or designated agent of non-residential facilities and properties shall provide adequate separate containers for the disposal of non-recyclable post-consumer waste and recyclable materials specified in Sec. 66.107(1) through (10), and shall provide resource information on how and where to dispose materials specified in Sec. 66.111(e). Non-recyclable post-consumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in Sec. 66.107(1) through (10) shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of non-residential facilities and

properties shall provide the Village with a copy of its current collection contract(s) within five (5) business days of a written request from the Village.

The owner or designated agent may apply in writing for a special exception from the Village's Planning and Development Department regarding the minimum size of containers. The Village may grant a special exception if the applicant clearly shows that the ordinance requirement creates an unnecessary hardship and granting the special exception will not harm the public interest or undermine the purpose of this ordinance. The Village reserves the right to revoke the special exception at any time, for any reason.

- (b) The owner(s) or designated agent(s) of non-residential facilities and properties shall do all of the following:
 - (1) Provide adequate, separate containers for the recyclable solid waste specified in Sec. 66.107(1) through (10);
 - (2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established on-site recycling program, which materials are collected, and how to prepare the materials in order to meet the processing requirements and collection methods;
 - (3) Provide educational materials to all users, tenants and occupants of the properties with resources on proper disposal options for recyclable materials described in Sec. 66.111(e).
 - (4) Provide for the collection of the materials specified in Sec. 66.107 (1) through (10), separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility; and
 - (5) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods, or sites, location and hours of operation, and a contact person or company, including a name, address and telephone number.
- (c) The requirements specified in (a) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling materials specified in Sec. 66.107 from solid waste in as pure a form as is technically feasible.

(Ord. of 8-22-1994, § 1(12); Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.114. Responsibilities of Occupants of Multi-Family Dwellings and Non-Residential Facilities and Properties.

In addition to the responsibilities set forth in Sec. 66.107, 66.109 and 66.110, occupants of multi-family dwellings and non-residential facilities and properties shall, at their expense, arrange for the proper collection and disposal of their solid waste that is not post-consumer waste, such as hazardous waste, paint, stain, flammable liquid, explosives, chemicals, carcasses, home generated sharps, infectious waste, automotive parts or accessories, etc. This obligation does not relieve the owner of said premises from liability under Sec. 66.106 for the accumulation of solid waste on the owner's premises. The owner is responsible for the timely removal and proper disposal if the occupant fails to do so. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll. The owner's recourse, if any, will be against the occupant.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.115. Exterior Storage Standards for Multiple-Family Dwellings and Non-Residential Facilities and Properties.

- (a) All exterior storage of recyclable and non-recyclable containers, within multiple-family dwellings and non-residential facilities and properties, shall be placed and maintained within a three-sided enclosure and enclosed on the fourth side with a gate to contain garbage, refuse, waste, recycling and other debris. The enclosure shall further meet all of the following requirements:
- (1) Subject to accessory structure regulations, per the Village of Weston Zoning Code Chapter 94 Sec. 94.12.06(2) .
 - (2) Must be at least 10 feet from any combustible walls, openings, or combustible roof eave lines, as per [NFPA 1](#) (most recent addition).
 - (3) Not placed in any minimum required front or street side yard.
 - (4) Must be placed to the interior side or rear of the principal structure, unless such a location is not possible in the determination of the Zoning Administrator.
 - (5) Must be a minimum of 30-feet long by 10-feet wide.
 - (6) Must be 8-feet tall.

- (7) Must be placed on a permanent paved or concrete surface.
 - (8) The recyclable and non-recyclable containers shall be fully screened and not visible from public rights-of-way and adjacent properties from the ground level; the screening shall consist of a solid fence constructed of masonry, commercial grade wood fencing, or other commercial grade material approved by the Planning and Development Department. Chain link fences and gates with slats are not permitted for this purpose.
 - (9) This fence shall be constructed in such a manner so as to prevent paper, debris, and other refuse material from being blown through the fence.
 - (10) The Village's Refuse and Recycling Site Application must be submitted and approved by the Village prior to installation. The owner shall provide proof to the Village, from the owner's contracted solid waste/recycling hauler, that the design provides safe and reasonable access to the hauler to provide the contracted service.
- (b) The owners of a multi-family dwelling and/or non-residential facilities and properties shall be responsible for full compliance with the requirements of this Ordinance.
 - (c) The owner or designated agent may apply for a special exception from the Village's Planning and Development Department regarding the minimum size of the enclosure, and may apply for a special exception on the location, shape, and style of enclosure used. The Village may grant a special exception if the applicant clearly shows that the ordinance requirement creates an unnecessary hardship and granting the special exception will not harm the public interest or undermine the purpose of this ordinance.
 - (d) The exterior storage of non-recyclable and recyclable material, and associated containers, and enclosures, which are not in compliance with this subsection as of October 24, 2014, shall have one year from such date to comply.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.116. Prohibitions on Disposal of Recyclable Materials Separated for Recycling.

No person may dispose of any recyclable materials as defined by Sec. 66.105(28), in a solid waste disposal facility.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.117. Dumping Garbage, Refuse and Waste.

- (a) No person may deposit, throw, discard, place or abandon any solid waste upon any street, court, lane, alley, business square, public enclosure, vacant lot, house yard, body of water, or any place, except in a container intended for that purpose. No person shall disturb the contents of any recyclable or non-recyclable waste container. No person shall remove any item from recyclable or non-recyclable carts or other waste containers located on private premises without the consent of the occupant of the premises.
- (b) No person shall deposit or leave any recyclable or non-recyclable solid waste in any garbage container belonging to another person without first securing permission to use such container for disposal purposes.
- (c) Recyclable and non-recyclable containers placed at public waste sites, public parks and other public areas within the Village are intended to be used for the disposal of recyclable and non-recyclable post-consumer waste generated at, and associated with, the use of the public facility being served by those containers. No person shall deposit or leave any recyclable or non-recyclable post-consumer waste at any public wayside or park within the Village unless the recyclable or non-recyclable post-consumer waste was generated upon the premises being served by that container and in connection with the use of the public facility.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.118. Disposal of Building Wastes.

All solid waste resulting from the remodeling, construction or reconstruction of a building or structure, roadway or sidewalk shall be disposed of by the owner at the owner's expense.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.119. Right to Reject Materials.

The Village's contracted collector may reject any recyclable material or non-recyclable post-consumer waste that is not prepared according to this Ordinance or the policies adopted by the Board.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.120. Scavengers Prohibited.

All recyclable materials and non-recyclable post-consumer waste placed at the roadside for collection by the collector shall be deemed the property of the Village and no person may disturb or remove any such items.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.121. Residential Composting.

- (a) Composting in all residential zoning districts shall be conducted within an enclosed container not to exceed five-feet by five-feet by five-feet for lots less than forty-thousand (40,000) square feet and two (2) five-foot by five-foot by five-foot containers for lots forty thousand (40,000) square feet to one hundred twenty thousand (120,000) square feet. Containers shall be of a durable material including, but not limited to, rot-resistant wood or a commercially purchased composting unit which will provide for adequate aeration. Containers shall be constructed and maintained in a structurally sound manner.
- (b) The compost container(s) shall be located in the rear yard no closer than ten (10) feet to any rear or side property line nor closer than twenty(20) feet to any habitable building, other than the resident(s)' own home.
- (c) Only grass clippings, leaves, weeds that have not gone to seed, non-diseased plants, trimmings less than one-fourth inch in diameter, straw, sawdust, wood ashes, fruit or vegetable scraps, coffee grounds, egg shells, paper, and commercially available compost ingredients may be placed in the compost container(s). Meat, bones, fat oils, grease, dairy products, feces, plastics or synthetic fibers shall not be placed in the compost container(s).
- (d) Compost materials shall be layered, aerated, moistened, turned, managed and covered during inclement weather to promote effective decomposition of the materials in a safe, secure and sanitary manner.
- (e) All compost containers and/or compost materials not in compliance with this section shall be declared a public nuisance and are subject to enforcement and abatement as provided in Sec. 66.122 of this Ordinance.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.122. Enforcement.

- (a) For the purpose of ascertaining compliance with the provisions of this Ordinance, any authorized officer, employee or representative of the Village or the Everest Metro Police Department may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village or the Everest Metro Police Department who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this Ordinance may be issued a citation by the Village or the Everest Metro Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance of law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this section.
- (c) Penalties for violating this Ordinance may be assessed as follows:
 - (1) Any person who violates a provision of this Ordinance, except Section 66.116, may be required to forfeit not less than \$10.00 nor more than \$1,000.00 for each violation.
 - (2) Any person who violates Section 66.116 may be required to forfeit \$50.00 for a first violation, \$200.00 for a second violation, and not more than \$2,000.00 for a third or subsequent violation;
 - (3) The forfeiture and penalties provided in this section shall not be construed as prohibiting other methods of enforcing this Ordinance, including, but not limited to, penalties provided for in Sec. 1.111, injunctions and other forms of relief available to the Village.

(Ord. of 8-29-1988, § 6.075(6); Ord. of 8-22-1994, § 1(15); Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

RESOLUTION VW-14-01
VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN

A RESOLUTION APPROVING VILLAGE STAFF POLICY STATEMENT
FOR REFUSE/RECYCLING PROGRAM

WHEREAS, the Wisconsin State Statutes 287.09 (1)(a) designates each Municipality as a Responsible Unit (RU); and

WHEREAS, per Wisconsin State Statutes 287.09 (2)(a), each responsible unit shall develop and implement a recycling or other program to manage the solid waste generated within its region in compliance with s. 287.07 (1m) to (4) and the priorities under s. 287.05 (12); and

WHEREAS, the Municipal Code of Ordinances, Chapter 66, Solid Waste, requires occupants of single-family up to four-unit residences to follow the preparation and collection of recyclable and refuse materials as detailed in that Chapter, as provided by the Village through its service contract with the collection hauler; and

WHEREAS, per Wisconsin State Statutes 287.23, Responsible Unit's shown to have an effective recycling program are eligible to receive annual financial assistance (Recycling Grant) from the State of Wisconsin. By continuing to make recycling easier for the community and educating the public on sustainability, and more recycling tonnages collected being reported annually to the State, the Village is eligible for larger grant monies; and

WHEREAS, all single-family up to four unit residence (on one tax parcel) pays a special service charge fee on their annual real estate property tax bill for certain Village services offered to each residential unit (this includes refuse and recycling curbside collection, yard materials collection, free utilization of yard materials drop-off site, free spring bulk-item drop off services, and administrative fees). The 2014 annual rate for these services is \$150.00 per residential unit, and

WHEREAS, the on July 1, 2013, Board of Trustees authorized Village staff to implement a single-stream recycling program for all single-family up to four-unit residences (on one tax parcel), as a way to promote more recycling within the community. This program is done by the Village's contracted collector issuing all single-family up to four-unit residences a 95-gallon single-stream recycling cart; and

WHEREAS, the use of the single-stream recycling carts are known to be cleaner for neighborhoods (keeping debris from blowing around), are easier for residents to use (as the cart has an easy to use handle and is on wheels), and are safer for workers (where there is no more physical lifting of filled bins into a truck, as the worker's truck's mechanical arm will lift and empty the cart into the truck); and

WHEREAS, some owners of three to four-unit residences have contacted the Village inquiring on options of lesser quantity carts for their property (allowing multiple units to share), as the tenants within their property do not generate much refuse and/or recycling; and

WHEREAS, some owners of three to four-unit residences have contacted the Village inquiring on an option of utilizing recycling dumpsters for its tenants to share, rather than individual 95-gallon single-stream carts, due to limited space along the right-of-way, and their already utilizing a refuse dumpster for all tenants to share, and

WHEREAS, owners of three to four-unit residences have requested, if allowed the use of dumpsters to receive a reimbursement of special charges paid on their real estate property tax bill, as they are also billed for special service by the Village's contracted collector.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Weston Board of Trustees hereby proclaim that they lend their support to all of the above statements, and are

RESOLVED THAT all single-family and two-family residences (covered under the Village of Weston's service contract) accept and utilize the 95-gallon recycling carts for each unit, and be it further;

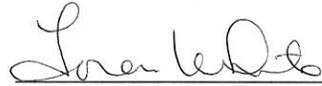
RESOLVED THAT Village staff be allowed to work with, on a case-by-case basis, three and four-unit residences (covered under the Village of Weston's service contract) on options of lesser quantity carts per residential unit (however, continuing to pay the per unit service fee on their annual real estate property tax bill), and be it further;

RESOLVED THAT Village staff be allowed to work with, on a case-by-case basis, three and four-unit residences (covered under the Village of Weston's service contract) on options of utilizing refuse and recycling dumpsters for their tenants to share, providing a proof of contract is submitted to Village staff, and the owner of said property constructs a 3-sided enclosure with a fourth gated side to house the refuse and recycling dumpsters, and be it further;

RESOLVED THAT upon meeting Village staff requirements and all municipal ordinances to utilize dumpsters, owners of said properties may be eligible to receive a reimbursement of a portion of the special charges paid on their real estate property tax bill, and be it further;

RESOLVED THAT Village staff, following proper documentation of the reason for the special exception, be allowed the flexibility in determining the appropriate reimbursement eligible to owners of said properties.

Adopted this 17 day of February, 2014.



Loren White, its President

ATTEST:



Sherry Weinkauff, its Clerk

Village of Weston, Wisconsin
REGULAR MEETING OF THE BOARD OF TRUSTEES

February 22, 2016

MEETING PACKET COVER SHEET
AGENDA ITEM –E.11.



MEMORANDUM
VILLAGE OF WESTON
RENEE HODELL; TAXPAYER RELATIONS COORDINATOR

TO: CLPS Committee
DATE: February 19, 2016
RE: Taxpayer Relations Coordinator Report

Nuisances Issues

There continues to be a few properties where sidewalks are not getting cleared on a timely basis if at all. The majority of properties continue to be rentals and letters were sent to them informing them of the Village's snow removal policy. All but a few cleared the snow and the ones that didn't, the street department crew were sent out to clear them. A fine of \$75 was assessed along with a labor charges.

Kevin's King property went to a Sheriffs Sale on February 9th in which there was a purchase and there is a new owner. John Lorge still has a concern of the rock and railroad ties near the garage and the affect it may have on drainage. However, Michael Wodalski has looked into this on multiple occasions and in over a year and a half and there has not been any problems, and he doesn't not see a reason to have them removed.

Pet Licensing

PetData sent out new license applications along with an explanation on the mix-up. Everest Metro will be having another Paws and Protect event on February 27th, however this time there will be a \$10 charge for microchipping. Residents will also HAVE to have their pets licensed before they leave.

Miscellaneous

Working with Daniel on the Village's 20 year Anniversary dinner which is scheduled for Friday, March 11th. A Save-The-Date postcard/invitations have been sent out.

Working with Daniel and Heather in proofing the March/April newsletter. There are 4 inserts in the WestonDirect and one ad that has been placed in the inside of the newsletter. This newest edition of The Weston Wire is scheduled to go out the last week in February.

Updating website and social media sites with current and special events happening in the community along with Village projects.

Creating and inserting articles for This Week In Weston.

Working with Dave Anderson photography to get professional pictures for the new employees along with Village Board members who need updated photos.

Working with Heather to get Business Cards, Name Plates, and I.D. Badges for new employees.

Working with AFLAC, Deferred Comp, Advantage, and Legal Shield to set up presentations for new employees and to have Legal Shield give a presentation to all staff since its been a while.

Working with Wally and Clay regarding the loitering in the Parks and the repercussions for being in the parks after hours and/or vandalism. Clay sent email out to all officers of the new hours and fines and to be more diligent on enforcing this.