CITY OF CEDARBURG
PLAN COMMISSION
May 5, 2025

A regular meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held at 7:00 p.m. on Monday, May 5, 2025. Attendees have the option of joining the meeting in person at City Hall, W63N645 Washington Avenue, upper level, Council Chambers, or online via the following Zoom link[1]: https://us02web.zoom.us/j/86397465399

AGENDA

1. CALL TO ORDER - Mayor Patricia Thome

2. ROLL CALL: Present - Mayor Patricia Thome, Jack Arnett, Sig Strautmanis, Sherry Bublitz, Jon Scholz, Common Council Member Jim Fitzpatrick

Excused - Adam Voltz

Also Present - City Planner Mary Censky, City Administrator Mikko Hilvo, Administrative Assistant Theresa Hanaman

3. STATEMENT OF PUBLIC NOTICE

4. APPROVAL OF MINUTES – April 7, 2025 and April 14, 2025

5. COMMENTS AND SUGGESTIONS FROM CITIZENS
Comments from citizens on a listed agenda item will be taken when the item is addressed by the Plan Commission. Under this item, individuals can speak on any topic *not* on the agenda for up to 2 minutes, with possible time extensions at the discretion of the Mayor. No action will be taken on items not listed on this agenda except as a possible referral to committees, individuals, or a future Plan Commission agenda item.

6. PUBLIC HEARINGS; AND ACTION THEREON

A.* Review, discussion, and possible action on the request of applicant TowerCo, in c/o Tony Phillips of Kendall Communications for Conditional Use Permit approval to construct a new 195-foot-tall wireless telecommunications monopole with related antennas and ground equipment/enclosure at W65 N1170 Forward Way. This 5.28-acre property is owned by the City of Cedarburg.
Previous Discussion Dates: None
Zoning District: M-3 Business Park District
Tax Key No: 13-022-03-000.02
Ward/Ald District: 7

B.* Review, discussion and possible action on the request of applicant Sierzant, in c/o Seth Dehne and Joe Nowak as to their request for Conditional Use Permit Amendment approval to add outdoor recreation use (bocce courts), to add outdoor lighting in the outdoor seating area, to have outdoor music less than 80 decibels at the site, and to use the accessory outbuilding/shed adjacent to the permitted outdoor seating area for limited bar purposes. This 1.34-acre property(s), located at N49W5471 Portland Road, is owned by MOFRO LLC in c/o Lance Wooten.
Previous Discussion Dates: September 4, 2024, October 7, 2024
Zoning District: B-2 Community Business District
Tax Key Nos: 13-051-01-02-000 and 13-035-05-000.02
Ward/Ald District: 4

7. REGULAR BUSINESS; AND ACTION THEREON

A.* Review, discussion, and possible action (recommendation to the Common Council) on the request of applicant Jordan Larson, d/b/a Cedar Way Condominium, for approval of his Final Condominium Declaration/Plat. This 7-unit condominium is to be constructed on .72-acres located at W61 N451 Washington Avenue.
Previous Discussion Dates: June 5, 2023, October 9, 2023 (Common Council), May 6, 2024
Zoning District: Rm-1 Multiple Family Residential w/ PUD Planned Unit Development Overlay District
Tax Key Nos: 13-050-19-11-005, 13-050-19-11-003, and part of 13-050-19-13-001
Ward/Ald District: 3

B.* Review, discussion and consultative feedback to applicants/property owners Andrew and Debra Helgeson about converting a portion of the first-floor building space to residential use in their multi-tenant building located at N53 W6393/6395 Center Street. This site is .13-acres (5,663 sq. ft.) in size.
Previous Discussion Dates: None
Zoning District: B-3 Central Business District
Tax Key No: 13-054-0002.002
Ward/Ald District: 3

C.* Review, discussion, and possible action (recommendation to the Comon Council) to create the new Site and Architectural Review Board (SARB).
Previous Discussion Dates: March 18, 2025
Zoning District: N/A
Tax Key No: N/A
Ward/Ald District: N/A

D.* Review, discussion, and possible action/recommendation to the Common Council as to the Smart Growth Comprehensive Land Use Plan-2025 Update including:

- Creation of new Planned Mixed Land Use Classification and Related Zoning District
  - 'Detailed Planned Mixed Use Residential/Local Business Neighborhood' Land Use Classification
  - 'Planned Mixed Use Residential/Local Business' Zoning District
- Smart Growth Areas 1-12
- Chapters 2-Housing, and 4-Utilities and Community Facilities.

8. COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS**

9. MAYOR'S ANNOUNCEMENTS**

10. ADJOURNMENT

* *Information attached for Commission Members; available through City Clerk's office.*
** *This topic is to be limited to such items as establishing the next meeting date, items for the next agenda, reminders of scheduled community events, and similar.*

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity, and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office at (262) 375-7606 or email: cityhall@ci.cedarburg.wi.us.

MEMBERS – PLEASE NOTIFY CITY CLERK'S
OFFICE IN ADVANCE IF UNABLE TO ATTEND MEETING

It is possible that a quorum of members of the Common Council may attend Plan Commission meetings held the first Monday of each month at 7:00 p.m. No business will be conducted by the Common Council and no action will be taken. Attendance is for the purpose of information gathering and exchange.

[1] *No assurance is provided to those Commissioners and citizens planning to attend remotely that the technology will perform sufficiently to allow for their participation. The meeting will proceed regardless. Commissioners and citizens wishing to ensure they can participate are encouraged to attend in person.*

5-1-25

CITY OF CEDARBURG
PLAN COMMISSION
April 07, 2025

A regular meeting of the City of Cedarburg Plan Commission was held on Monday, April 07, 2025, at Cedarburg City Hall, W63N645 Washington Avenue, upper level, Council Chambers, and online via the Zoom app. Mayor Patricia Thome called the meeting to order at 7:00 p.m.

Roll Call -Mayor Patricia Thome, Council Member James Fitzpatrick, Adam Voltz, Sig Strautmanis, Jack Arnett, Sherry Bublitz

Excused-Jon Scholz

Also Present - City Planner Mary Censky, City Administrator Mikko Hilvo, Administrative Assistant Theresa Hanaman, Michael and Cindi Purnell, Pat Hawley from raSmith, Town of Cedarburg Plan Commission and Cedarburg Town Supervisor, Danny and Jeanie Crawford, Lauren and James Heaberlin, Ken Gaschk.

STATEMENT OF PUBLIC NOTICE

Administrative Assistant Hanaman confirmed that the agenda for the meeting had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

APPROVAL OF MINUTES

Commissioner Bublitz, seconded by Commissioner Arnett, moved to approve the minutes from March 3, 2025, and March 18, 2025. The motion carried unanimously. Commissioner Scholz excused.

COMMENTS AND SUGGESTIONS FROM CITIZENS – None

PRESENTATION AND DISCUSSION

A REPORT WAS GIVEN BY RASMITH REGARDING THEIR TECHNICAL MEMORANDUM AND RELATED SUPPORTING DATA COMPRISING THE CEDARBURG TRAFFIC & ACCESS PLANNING STUDY JOINTLY COMMISSIONED BY THE CITY AND TOWN OF CEDARBURG FOR THE WIS 60/HORNS CORNERS ROAD TO KEUP ROAD, WASHINGTON AVENUE/WIS 60 TO BRIDGE ROAD, AND SHEBOYGAN ROAD (COUNTY I)/WIS 60 TO WASHINGTON AVENUE AREAS. A REVIEW AND DISCUSSION REGARDING THE REPORT FOLLOWED.

As a part of the City's current effort toward updating the Comprehensive Plan Smart Growth Land Use Plan-2025, it was determined early on that the City should gather independent, expert, analysis and reporting on housing, school district needs, and traffic/transportation implications, to help

inform of its eventual land use and development decisions.

The Technical Memorandum and related supporting data (Appendices B, C, and E) comprise the Cedarburg Traffic & Access Planning Study jointly commissioned by the City and Town of Cedarburg for the WIS 60/Horns Corners Road to Keup Road, Washington Avenue/WIS 60 to Bridge Road, and Sheboygan Road (County I)/WIS 60 to Washington Avenue areas.
This item was presented by Pat Hawley from raSmith.

Public Comment

Anne Lewandowski-Town of Cedarburg Plan Commission - Plans to get a closer look at the study to see what effects it has on the 25-year development plan of the Town.
Larry Lechner-Town of Cedarburg Supervisor - Spoke with the Sheriff Department and Cedarburg Police Department regarding Highway 60 and Highway I traffic. The major problem is speed and running through the red light and having a roundabout may help slow traffic down.
Terry King – W63N762 Sheboygan Road – Terry has traffic concerns and questioned why the City didn't extend the traffic study past Bridge Rd.
Shellie Olson – W66 N389 Kennedy Ave. – Questioned a portion of the traffic study where it states traffic will remain on Hwy 60, east to west, and not enter Cedarburg from Washington Ave.
Beth Maresh -W62 N787 Sheboygan Road – Asked if the Wirth property was developed with apartments, what route would be expected for them to take. It's very difficult to turn left or right from Sheboygan and Washington.
Rick Busch - 1546 Fox Hollow Lane – Asked for clarification regarding SGA 11 and the proposed 400 homes.

Commissioner Bublitz inquired whether the Department of Transportation (DOT) plans to convert Highway 60 to four lanes due to future development or if it is already scheduled to be four lanes. Pat Hawley from raSmith confirmed that the Wisconsin DOT has not indicated any plans to expand Highway 60 to four lanes at this time. However, the Sewer PAC plan, which extends to 2050, includes a proposal for a four-lane highway east of Five Corners.

Commissioner Voltz asked if there would be four lanes between Five Corners and Sheboygan, and whether the expansion would extend east to Grafton.

This item was scheduled for presentation and discussion only. No action was taken.

PUBLIC HEARING

APPLICANT/PROPERTY OWNER LAUREN & JAMES HEABERLIN, D/B/A LITTLE RED HOUSE LLC, REQUESTS CONDITIONAL USE PERMIT (CUP) APPROVAL TO TRANSFER THE EXISTING TOURIST ROOMING HOUSE USE PERMIT AT THIS SITE/BUILDING INTO THEIR NAMES AS THE NEW BUSINESS AND PROPERTY OWNERS. THIS B-3 CENTRAL BUSINESS DISTRICT W/ HPD HISTORIC PRESERVATION DISTRICT OVERLAY ZONED PROPERTY IS LOCATED AT N50 W6208 WESTERN ROAD.

The motion was made by Commissioner Bublitz, seconded by Council Member Fitzpatrick, to open the Public Hearing at 8:10 p.m. The motion carried unanimously. Commissioner Scholz excused.

Planner Censky reported: The applicants have recently purchased this property. There is an existing conditional use permit, approved on June 3, 2024, for use of this property for a tourist rooming house with no minimum length of rental period specified. The current permittee and the new property owners wish to have this existing CUP transferred and amended to reflect the new owners as permittees.

Planner Censky recommends the following conditions be considered for attachment to any approval the Plan Commission is inclined toward granting in this matter:

1) Applicant to receive an Occupancy Permit and Room Tax Permit from the City prior to the start of rentals at this location.
2) Applicant commits to payment of their quarterly room tax payments to the City Treasurer required pursuant to City of Cedarburg Ordinance #94-39 Room Tax.

Public Comment:

There being no one wishing to speak, the motion was made by Commissioner Strautmanis, seconded by Commissioner Voltz, to close the Public Hearing at 8:12 p.m. Motion carried on a roll call vote with Commissioners Arnett, Voltz, Strautmanis, Bublitz, Council Member Fitzpatrick, and Mayor Thome voting aye. Commissioner Scholz was excused.

Action:

The motion was made by Commissioner Arnett, seconded by Council Member Fitzpatrick, to approve the request to transfer the existing tourist rooming house conditional use permit (CUP) at N50 W6208 Western Road into the names of Lauren & James Heaberlin as the new business and property owners to include the Planner recommended conditions. The motion carried unanimously. Commissioner Scholz was excused.

APPLICANT/PROPERTY OWNER JEANIE CRAWFORD, D/B/A BIRD HOUSE RENTALS LLC, REQUESTS CONDITIONAL USE PERMIT APPROVAL TO UTILIZE APPROXIMATELY 2,800 SQ. FT. OF SPACE WITHIN THE EXISTING BUILDING LOCATED AT W61 N397 WASHINGTON AVENUE AND N39 W6181-6191 JACKSON STREET FOR LEASABLE 'FLEX SOCIAL EVENT SPACE, GATHERING LEASABLE SPACE', 'PHYSICAL THERAPIST OFFICE/SERVICE', AND 'FULLY ENCLOSED, INDOOR, INDIVIDUAL AND GROUP FITNESS' USES, AMONG OTHER USES THAT ARE PERMITTED OF RIGHT IN THE B-1 NEIGHBORHOOD BUSINESS ZONING DISTRICT.

The motion was made by Council Member Fitzpatrick, seconded by Commissioner Strautmanis, to open the Public Hearing at 8:13 p.m. The motion carried unanimously. Commissioner Scholz was excused.

Planner Censky reported: The applicant requests CUP approval to incorporate recently 'finished' space into the mix of uses/spaces already in use in this building.

Parking

Currently, there are two residential rental dwellings in this building. These comprise approximately 2,980 sq. ft. of floor area. The code required parking to support this part of the total use compilation in this building is 3 parking stalls. Residential units, excluding storefront space and new principal residential structures, are permitted uses in the B-1 Neighborhood Business District.

Currently, there are three individual business tenant spaces in this building. Using the City's general business/professional office parking standard of 1 stall per 200 square feet of gross floor area, plus one space per employee for the work shift with the largest number of employees, it would be reasonable to plan for ~7 stalls required for tenant space #2A., and ~12 stalls required for tenant space #2B. Business tenant space #1 is currently used as a physical therapist office. Applying for the medical, dental, and similar professional health service offices parking standard of 5 stalls per doctor, plus one parking space per employee for the work shift with the largest number of employees, it would be reasonable to plan for ~11 stalls for tenant space #1.

The applicant's site plan suggests they are currently providing the above requirement for 33 parking stalls to serve existing uses/leasable spaces onsite, meeting the City Code standard 180 sq. ft. per parking stall and using appropriate circulation aisle widths. None of the existing stalls are striped.

The proposed new uses 'leasable flex social event space, gathering leasable space' and 'fully enclosed, indoor, individual and group fitness' trigger another parking requirement. Using the standard Code for places of public assembly, ~90 additional stalls would be required (i.e., 1 stall per person capacity in the assembly space). The Code does say that on-street parking stalls can be counted toward this total if they are within 250 feet of the site. The applicant has identified ~19 such street stalls that could support the extra parking requirement, and they have shown a plan using an easement from the neighboring property to the west, that could bring their total onsite stalls to 53. A Plan Commission waiver, pursuant to Section 13-1-83 of the Code – Adjustments to Required Parking could potentially be approved as to the required number of parking stalls to support this new use/space.

If the Plan Commission is inclined toward an approval in this matter, Planner Censky recommends the following conditions be attached:

1) Plan Commission approves a reduction in the required number of parking stalls from 123 required, to 72 (or slightly fewer depending upon landscaping requirements) as proposed based on the findings made pursuant to Section 13-1-83 of the City Code.
2) All parking and drive areas shall be paved prior to the issuance of an occupancy permit for the new public assembly and indoor fitness space (i.e., tenant space #4).
3) Hours for use of tenant space #4 shall be set at __ a.m. to __ p.m. on the following days and __ a.m. to __ p.m. on the following days.

4) Applicant shall, prior to use or occupancy of Tenant Space #4, pave and stripe all parking stalls and drive aisles on site. They shall also paint the one-direction circulation arrows on the pavement as shown in the site plan attached
5) A suitable and detailed plan for dumpster enclosure shall be presented to staff for review and approval prior to installation. The enclosure must be completed prior to start of use or occupancy in Tenant Space #4 of the building.
6) An exterior lighting plan to provide at least minimal security level lighting (i.e., +/- .2 footcandles) on the ground in the parking and circulation areas must be prepared and submitted by the applicant for staff review and approval. Such lighting shall be installed at the site prior to the start of use or occupancy in Tenant Space #4 of the building.
7) Applicant to provide, for staff review and approval, an interior parking area landscaping plan consistent with Section 13-1-82 of the Code, such landscaping to be completed within 6 months of use or occupancy in Tenant Space #4.
8) Recording of fully signed Conditional Use Permit and related Land Covenant documents memorializing the approved plans and conditions of approval as to the 'leasable flex social event space, gathering leasable space, physical therapist office/service', and 'fully enclosed, indoor, individual and group fitness' uses on this site.

Public Comment:

Lisa Lamb, W65 N3687 Westlawn Avenue - Has concerns about the water runoff and paving issues at this site.
Heather Vetter, W61 N383 Washington Avenue - Has concerns about the water runoff onto her driveway. Heather is also concerned about the noise disturbance at night from wedding parties, including traffic and lighting.
Mike Fagan, W61 N375 Washington Avenue - Mike is concerned about traffic and noise.
Teri Fagan, W61 N375 Washington Avenue- Teri has issues with the parking lines and the pavement conditions and would like to see this repaved for safety reasons. The noise resonates down Washington Ave as she explained when it was a door company.
Sampson Parsons – W57 N511 Hilbert Avenue - Commented that the large puddles on the street are from bad grading and is a city problem, not the property owner.

There being no others wishing to speak, the motion was made by Council Member Fitzpatrick, seconded by Commissioner Voltz, to close the Public Hearing at 9:27 p.m. Motion carried on a roll call vote with Commissioners Arnett, Voltz, Strautmanis, Bublitz, Council Member Fitzpatrick, and Mayor Thome voting aye. Commissioner Scholz excused.

Action:

The motion was made by Mayor Thome, seconded by Commissioner Strautmanis, to approve the Conditional Use Permit (CUP) approval for ~2,800 sq. ft. of recently 'finished' space within the existing building to be used for leasable flex social event space, gathering leasable space', physical therapist office/service', and 'fully enclosed, indoor, individual and group fitness' uses and to include the following conditions. The motion carried unanimously. Commissioner Scholz was excused.

1) Plan Commission approves a reduction in the required number of on-site + within 250 feet of parking stall from 132 required to 53 stalls.
2) Plan Commission requires that all parking and drive areas shall be paved, striped, and the one-directional circulation arrows on the pavement as shown in the site plan shall be painted

not later than October 31st, 2027.

3) Hours for use of tenant space #4 (as flex/social/gathering/therapy/fitness use) shall be set at Friday through Saturday from 8:00 am to 10:00 pm and Sunday through Thursday 8:00 am to 9:00 pm.
4) A suitable and detailed plan for a dumpster enclosure shall be presented to the staff for review and approval prior to installation. The enclosure must be completed prior to the start of use or occupancy in Tenant Space #4 of the building.
5) Sufficient lighting shall be maintained in the outdoor parking/circulation drive and pedestrian areas as necessary to ensure the public safety. The applicant shall provide, for staff review and approval, an interior parking area landscaping plan consistent with Section 13-1-82 of the Code, such landscaping to be completed not later than October 31st, 2027.
6) Recording of fully signed Conditional Use Permit and related Land Covenant documents memorializing the approved plans and conditions of approval as to the 'leasable flex social event space, gathering leasable space, physical therapist office/service', and 'fully enclosed, indoor, individual and group fitness' uses on this site.
7) Applicant shall consult with the City Building Inspector and the City Engineer/Director of Public Works as to an appropriately sized gutter along the entire length of the south roof edge on the south building, to collect and suitably dispense with the roof runoff, thereby preventing this water from landing or flowing onto the neighbor's property located directly south of this site. This gutter shall be fully installed and approved as to compliance with the Building Inspector and City Engineer specifications, prior to use/occupancy of the new flex-space. This gutter/downspout/outflow shall be permanently maintained in operating condition.

REGULAR BUSINESS AND POSSIBLE ACTION THEREON

APPLICANT/PROPERTY OWNERS MIKE AND CINDI PURNELL (A/K/A BURG 653 LLC), REQUEST ARCHITECTURAL PLAN REVIEW AND APPROVAL FOR NEW CONSTRUCTION OF A SINGLE-FAMILY DWELLING WITH AN ATTACHED GARAGE ON THEIR VACANT RESIDENTIAL INFILL LOT LOCATED AT N70 W6222 BRIDGE ROAD. THIS 0.17-ACRE PROPERTY IS ZONED RS-6 SINGLE-FAMILY/TWO-FAMILY RESIDENTIAL.

Planner Censky reported: The applicant offers the plans for the Plan Commission's review and possible approval as an infill project. Section 13-1-22 of the City Code provides that an infill lot (i.e., a single vacant lot located in a predominately built-up area, which is bounded on two or more sides by existing development) requires architectural review and approval of buildings by the plan commission, before a building permit can be acquired and the building constructed in accordance with the approved plans and an occupancy permit issued. Once an occupancy permit is issued, the status of the lot shall change to non-infill and any additions or modifications thereafter are processed under normal procedures.

The Plan Commission will recall that this site was recently cleared of former buildings in

preparation for a residential infill use.

The plans have been previewed by the architect representatives of the Plan Commission. Multiple review meetings and conversations with the applicant helped them meld their original design to this iteration. The modifications had a great deal to do with dovetailing to the character of existing homes in the immediate surrounding area, and respecting the overall character of architecture throughout the Columbia Historic District, which this site is located in. The applicants plan includes retention/repair of the existing stone retaining wall at the front of the lot, a feature/quality that is common throughout the Columbia Historic District.

While the Plan Commission does not review the spatial compliance of the building on this Rs-6 Single Family/Two Family zoned site, Planner Censky noted that it does appear that the proposed building will be able to comply with the basic spatial and bulk restrictions of the Rs-6 zoning district, such as setbacks (by averaging), floor area ratio, lot coverage, building height, and minimum home size.

Planner Censky recommends the following conditions be considered for attachment to any approval the Plan Commission is inclined toward granting in this matter:

1) Any repair or restoration of the existing retaining wall at the front/Bridge Roadside of this property shall be subject to prior review and approval of plans/intentions by the City Engineer prior to the start of work.
2) Review and approval by the City Engineer/Director of Public Works, Cedarburg Light & Water, and/or Building Inspector as to the final top of foundation wall elevation for the residence, and location and manner of connections to the municipal services such as, but not necessarily limited to sanitary sewer, water, and electricity, prior to issuance of a building permit or early start footings and foundation permit.

Action:
The motion was made by Council Member Fitzpatrick, seconded by Commissioner Voltz, to approve the architectural plan review and approval for construction of a new single-family residence on an infill lot located at N70 W6222 Bridge Road, subject to the Planner's recommended conditions. The motion carried unanimously. Commissioner Scholz was excused.

REVIEW, DISCUSSION, AND POSSIBLE ACTION/RECOMMENDATION TO THE COMMON COUNCIL TO AMEND TITLE 13, CHAPTER 1, SECTION 13-1-54 (B)&(D), 13-1-55(E), AND 13-1-59(B)&(D) OF THE ZONING CODE, LISTING THE USE "ALL-ELECTRIC COFFEE ROASTING THAT DOES NOT VENT DIRECTLY TO THE OUTDOORS" AS A PERMITTED USE, AND LIMITING "FUEL FIRED COFFEE ROASTING THAT VENTS DIRECTLY TO THE OUTDOORS" AS A CONDITIONAL USE IN THE B-2 COMMUNITY BUSINESS, B-3 CENTRAL BUSINESS, AND M-1 LIMITED MANUFACTURING DISTRICTS. THIS MATTER IS CITY INITIATED.

Planner Censky reported that coffee Roasting is currently listed as a conditional use in the B-2 Community Business District and the B-3 Central Business District. It is listed as a permitted use in the M-1 Limited manufacturing District.

Historically/traditionally, coffee roasting has been done using fuel fired roasting methods. Fuel fired roasting must be vented directly outdoors. Fuel fired roasting has a somewhat higher propensity to emit an acrid odor in the emission because beans can, more easily, be roasted too long or at too high a temperature. All-electric roasters have a lesser tendency to over roast or roast at too high of temperatures. Many new all-electric roasters do not vent to the outdoors at all.

The question was recently asked: should all-electric coffee roasting that does not vent to the outdoors still be required to go through the conditional use process.

If the Plan Commission supports the idea of adding "All-electric coffee roasting that does not vent to the outdoors" as a permitted use in the B-2, B-3, and M-1 districts (see draft language changes below), a favorable recommendation to the Common Council would be an appropriate action at this time.

Sec. 13-1-54 B-2 Community Business District.

(a) *Purpose.* The B-2 Community Business District is intended to provide for the orderly and attractive grouping at appropriate locations of retail stores, shops, offices, and service establishments serving the daily needs of the surrounding local community area. The size and location of such districts shall be based upon evidence of justifiable community need, of adequate customer potential, of satisfactory relationship to the traffic circulation system, and other related facilities, and of potential contribution to the economic welfare of the community.

(b) *Permitted uses.* (Also see section 13-1-225.) Any of the following retail and customer service establishments:

(1) Appliance store.
(2) Antique and collectors stores.
(3) Art shop.
(4) Auto parts stores.
(5) Bagel stores.
(6) Bakeries, not including the manufacture of bakery products.
(7) Banks, savings and loan associations, and other financial institutions (not including drive-in or drive-through facilities).
(8) Barber shops.
(9) Beauty shops.
(10) Bookstores.
(11) Business and professional,
(12) Camera and photographic supply stores and studios.
(13) Clothing store.
(14) Coffee/espresso bars.
(15) Confectioneries.
(16) Delicatessens.

(17) Department stores.
(18) Drug stores.
(19) Fireplace stores.
(20) Fish markets.
(21) Florists.
(22) Fruit and vegetable market.
(23) Furniture stores.
(24) Furriers and fur apparel.
(25) Gift stores.
(26) Grocery stores.
(27) Hardware stores.
(28) Health care facilities including dental clinics, medical clinics, chiropractic clinics, licensed massage therapy.
(29) Hobby and craft stores.
(30) Ice cream store.
(31) Interior decorator.
(32) Janitorial supplies.
(33) Jewelry stores.
(34) Liquor stores.
(35) Meat markets.
(36) Music and radio stores.
(36) Newspaper and magazine stores.
(37) Newsstands.
(38) Office supplies and business machine stores.
(39) Optical stores (not including the manufacturing of lenses).
(40) Packaged beverage stores.
(41) Paint, glass, and wallpaper stores.
(42) Pharmacy (not including drive-thru).
(43) Photographer.
(44) Plumbing and heating supplies.
(45) Self-service laundries and dry-cleaning establishments.
(46) Shoe stores and leather goods stores.
(47) Shopping centers.
(48) Soda fountain stores.
(49) Sporting goods stores.
(50) Stationery stores.
(51) Supermarkets.
(52) Tobacco stores.
(53) TV and small appliance repair shops.
(54) Variety stores.

(55) All-Electric Coffee Roasting that does not vent directly to the outdoors.

(c) *Accessory uses.*

(1) Accessory buildings and uses customarily incidental to the above uses including, but not limited to, garages and dumpster storage facilities.

(2) Essential services.

(3) Ground-mounted and building-mounted earth station dish antennas.

(4) Off-street parking areas and loading areas.

(5) Rental apartment on a non-ground level provided there shall be a minimum floor area of 420 square feet for an efficiency or one bedroom apartment and 550 square feet for a two-bedroom apartment.

(6) Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker located in the same building as the business.

(d) *Conditional uses.* (Also see section 13-1-226.)

(1) a. Adult establishments provided that either of the following two conditions is met:

1. The person applying for the conditional use grant demonstrates that the building where the use shall occur is not located within 500 feet of any residential dwelling, rooming unit, hospital, church, school, or stores frequented by persons under the age of 18 years, whether such structures are located in this City or in a contiguous town or municipality. The 500 feet distance shall be measured via a straight line from the nearest corners of such building to any portion of the parcel of land containing a residential dwelling, rooming unit, hospital, church, school, or store frequented by persons under the age of 18 years.

2. The person applying for the conditional use permit files with the zoning administrator a petition favoring the proposed use signed by a minimum of 51 persons representing a minimum of 51 percent of the adult persons owning or occupying property within a radius of 500 feet of the location of the proposed establishment. The petitioner shall attempt to contact all eligible locations within the 500-foot radius and shall submit with the petition a list of all addresses at which no contact was made and, as far as practicable, a list of all persons refusing to sign the petition. In the event that the 500-foot radius is not sufficiently populated to provide a minimum of 100 adult persons owning or occupying property, the radius shall be increased in increments of 100 feet until there shall be an area large enough to contain 100 property owners and occupants. The petition circulated shall state the specified activities and/or specified anatomical area intended to be displayed and the conditional use permit sought. The 500-foot radius and 100-foot increments shall be measured as set forth above.

b. One year after the date on which the conditional use permit is granted, and every year on that date thereafter, the person granted the conditional use permit shall show the zoning administrator that either of the above conditions is met in order for the conditional use permit to be continued for the following year.

c. The applicant shall provide the names and addresses of the owners and occupants of all property within 100 feet of the proposed establishment, measured as set forth above. Except where a petition signed by 51 persons is filed with the zoning administrator, in case of protest signed by the owners or occupants of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, the grant of a conditional use permit shall require a vote of three-fourths of the members of the plan commission.

(2) Animal hospitals, pet daycare facilities and kennels, provided all principal structures and uses are not less than 100 feet from a residential use if kennels are provided.

(3) Automobile service, repair, and washing.

(4) Bars, cocktail lounges and taverns.

(5) Bowling alleys.

(6) Bus depots provided all principal structures and uses are not less than 100 feet from any residential district lot line.

(7) Clubs.

(8) Commercial child day care facilities.

(9) Fuel-fired coffee roasting that vents directly to the outdoors. (Coffee roasting uses existing on January 1, 2005 shall be classified as conforming conditional uses. However, a change in ownership of such premise shall require the new owner to obtain a conditional use permit.

(10) Construction services including building contractors, carpentering, wood flooring, concrete services, masonry, stonework, tile setting, plastering services, roofing, sheet metal services, and water well drilling services.

(11) Dance halls.

(12) Drive-in or drive-through banks, savings and loan associations, and other financial institutions.

(13) Factory outlet stores.

(14) Gasoline service stations, provided that all service islands and pumps shall meet setback requirements.

(15) Gun shops

(16) Health clubs.

(17) Indoor or outdoor recreational and entertainment facilities.

(18) Limited manufacturing of products listed in section 13-1-59(b)(1) where all operations are conducted wholly within buildings with no outdoor operations or storage of materials or equipment. and provided noise, smoke, dust, dirt and odors are not detrimental to nearby retail, commercial, service, or residential uses. Such limited manufacturing use(s) shall be incidental to the principal use of a building for retail or commercial use and shall not occupy more than 20 percent of the total floor area of a building.

(19) Motels and motor hotels.

(20) New and used automobile dealerships, including all activities incidental to the operation of a dealership.

(21) Outdoor soda water venting machines.
(22) Printing and reproduction services [not exceeding 3,000 square feet in gross floor area].
(23) Restaurants.
(24) Theaters.
(25) Truck and trailer rentals.
(26) Pharmacies with drive-through facilities.
(27) Public and/or private utilities, telecommunication installations, and other accessories. [Note: When a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission.] Public and/or private utility installations less than three feet in height shall be subject only to City of Cedarburg staff approval and may be allowed subject to staff-imposed conditions regarding, among other things, effective screening from public view with all season vegetation.
(28) Wholesaling establishments.
(29) Micro-Distilleries.
(30) Micro-Breweries.

Sec. 13-1-55 B-3 Central Business District.

(a) *Purpose and intent.* The B-3 Central Business District is intended to provide for the preservation of Cedarburg's historic downtown and the orderly appropriate regulations to ensure the compatibility of the diverse uses typical of the downtown area without inhibiting the potential for maximum development of commercial, cultural, entertainment, and other urban activities which contribute to its role as the heart of the city. This area contains a mix of retail sales shops, office, restaurants, cultural, entertainment, and residential uses.

(b) *General requirements.*

(1) Overall development shall be compatible with the city's community character, urban design, historic preservation principles and shall facilitate the objectives as expressed in the adopted Cedarburg Smart Growth Comprehensive Land Use Plan - 2015, and components thereof.

(2) A major portion of the B-3 District is also regulated by the City's Historic Preservation District (HPD). This is an "overlay" district created to protect historic buildings and sites that are listed on the National Register of Historic Places. The design, remodeling, reconstruction, painting, and site improvements within the HPD area require approval and a certificate of appropriateness by both the city's landmarks commission and plan commission.

(3) Buildings shall be designed to correspond in height, width, proportion, relationship to street, roof forms, composition, window and door patterns, materials and colors compatible with existing buildings in the downtown area.

(4) All buildings in the HPD portion of the B-3 District existing prior to October 28, 2013 are considered to be conforming structures relative to dimensional requirements to maintain the integrity of the Historic District. If such buildings are ever damaged or

destroyed, they may be reconstructed exactly in their pre-damaged or pre-destroyed location and dimensional configuration.

(5) Single-family and two-family homes existing prior to October 28, 2013 are non-conforming uses and may be continued pursuant to section 13-1-140 titled non-conforming uses.

(c) *Permitted uses.* (Also see section 13-1-225.)

(1) Antique and collector's stores.
(2) Art stores, studios, galleries.
(3) Auto parts stores.
(4) Bagel shops, bakeries.
(5) Banks, credit unions, savings and loan associations, and other financial institutions (not including drive-in or drive-thru facilities).
(6) Barber shops and beauty shops.
(7) Bicycle sales, repair and rental.
(8) Bookstores.
(9) Boutiques.
(10) Business, professional, medical, and utility offices.
(11) Camera, photographic supply stores, and photographic studios.
(12) Catering services.
(13) Clinics (dental, medical, chiropractic).
(14) Clothing stores.
(15) Cocktail lounges, bars, and taverns.
(16) Coffee shops and espresso bars.
(17) Computer sales and services.
(18) Cultural centers.
(19) Delicatessen.
(20) Department stores.
(21) Electronics and appliance stores, and repair shops.
(22) Farmers markets, including farm products, food, crafts, and food vendors.
(23) Fish markets.
(24) Florists, yard and garden supplies, and service.
(25) Furniture sales.
(26) Furriers and fur apparel.
(27) Gift stores.
(28) Grocery stores.
(29) Hardware stores.
(30) Health clubs, athletic clubs, and gymnasiums.
(31) Hobby and craft stores.
(32) Ice cream parlors/soda fountain stores.
(33) Insurance offices.

(34) Interior decorators.
(35) Jewelry stores.
(36) Liquor stores.
(37) Lodges and clubs.
(38) Meat markets.
(39) Museums.
(40) Music stores.
(41) Newspaper and magazine stores.
(42) Office supplies and business machine stores
(43) Optical stores.
(44) Paint, glass, and wallpaper stores.
(45) Pet stores and pet grooming (with all operations indoors).
(46) Pharmacy (not including drive-thru service).
(47) Plumbing and heating supplies.
(48) Publishing houses.
(49) Real estate offices.
(50) Restaurants (without drive-thru facilities).
(51) Self-service laundries and dry-cleaning establishments.
(52) Shoe and leather goods stores.
(53) Spas and fitness facilities.
(54) Specialty food and beverage product sales.
(55) Specialty retail shops for housewares, stationery, home décor, lighting products, and athletic and sporting goods.
(56) Tailor shops.
(57) Theaters.
(58) Tobacco shops.
(59) Used merchandise resale shops (excluding pawn shops).
(60) Variety stores.
(61) Residential use of single-family and two-family structures that existed prior to the adoption of this Ordinance.
(62) All-Electric Coffee Roasting that does not vent directly to the outdoors.

(d) *Permitted accessory uses.*

(1) Residential quarters provided that such quarters are in the principal building, not on a ground-level floor, and the entrances and exits to such quarters are directed to the interior of the building. There shall be a minimum floor area of 420 square feet for an efficiency or one bedroom apartment and 550 square feet for a two-bedroom apartment.
(2) Accessory buildings and uses customarily incidental to the above uses, including garages used in conjunction with the operation of the uses of the premise and dumpster storage facilities.
(3) Off-street parking and loading areas.

(4) Essential services as defined herein.
(5) Ground-mounted and building-mounted satellite dish antennas less than three feet in diameter.
(6) Outdoor dining and non-alcohol beverage service. (Note: Outdoor alcohol beverage services require a premises license approved by the common council).

(e) *Conditional uses.* (Also see section 13-1-226.)
(1) Automobile service stations.
(2) Banks, savings and loan associations, credit unions, and other financial institutions with drive-in or drive-through facilities.
(3) Bed and breakfast establishments providing adequate off-street parking.
(4) Building supply stores.
(5) Bus depots, provided all principal structures and uses are not less than 100 feet from any residential district lot line.
(6) Fuel-fired Coffee roasting that vents directly to the outdoors.
(7) Day care facilities.
(8) Feed mills, and feed and seed sales.
(9) Funeral homes, provided all principal structures and uses are not less than 12 feet from any lot line.
(10) Gun shops, subject to police department and plan commission review and approval.
(11) Hotels, subject to adequate off-street parking.
(12) Indoor and outdoor recreational and entertainment facilities.
(13) Microbreweries, soft drink production, and wineries.
(14) Night clubs and dance halls.
(15) Parking structures.
(16) Pharmacies with drive-thru facilities.
(17) Printing and reproduction services [not exceeding 3,000 square feet of gross floor area].
(18) Renewable energy systems (i.e. wind, solar, geothermal).
(19) Telecommunications installations.
(20) Tourist Rooming Houses.
(21) Vehicle detailing.
(22) Wool carding.
(23) Micro-Distilleries.

Sec. 13-1-59 M-1 Limited Manufacturing District.

(a) *Purpose.* The M-1 Limited Manufacturing District is intended to provide for manufacturing, industrial, and related uses of a limited nature and size in situations where such uses are not located in basic industrial groupings and where the relative proximity to other uses requires more restrictive regulation.

(b) *Permitted uses.* (Also see section 13-1-225.)

(1) Processing, manufacturing, and/or storage of the following:
   a. Apparel findings and related products.
   b. Automatic temperature controls.
   c. Baked goods and bakery products.
   d. Belts.
   e. Blank books, loose-leaf binders, and devices.
   f. Books: publishing, printing, and binding.
   g. Boot and shoe cut stock and findings.
   h. Bottling and canning soft drinks and carbonated waters.
   i. Brooms and brushes.
   j. Candy and other confectionery products.
   k. Canvas products.
   l. Cereal preparations.
   m. Cigars and cigarettes.
   n. All-electric coffee roasting that does not vent directly to the outdoors, and coffee products.
   o. Costume jewelry, costume novelties, buttons, and miscellaneous notions.
   p. Curtains and draperies.
   q. Dental equipment and supplies.
   r. Dress and work gloves.
   s. Electrotyping and stereotyping.
   t. Engineering, laboratory, scientific and research instruments and associated equipment.
   u. Envelopes.
   v. Fabrics, broad and narrow woven.
   w. Flavor extracts and flavoring syrups.
   x. Flour and other grain mill products.
   y. Footwear.
   z. Fresh or frozen fruits, fruit juices, vegetables, and specialties.
   aa. Greeting cards.
   bb. Hats, caps, and millinery.
   cc. Household furniture and furnishings.
   dd. Ice.
   ee. Jewelers' findings and materials.
   ff. Jewelry and precious metals.
   gg. Lamp shades.
   hh. Luggage.
   ii. Manifold business forms.
   jj. Mechanical measuring and controlling instruments.
   kk. Men's, youths', and boys' furnishings, work clothing, and allied garments.

ll. Morticians' goods.
mm. Motion picture production.
nn. Musical instruments and parts.
oo. Newspapers: publishing and printing.
pp. Office furniture.
qq. Ophthalmic goods.
rr. Optical instruments and lenses.
ss. Orthopedic, prosthetic, and surgical appliances and supplies.
tt. Paperboard containers and boxes.
uu. Partitions, shelving, lockers, and office and store fixtures.
vv. Pens, pencils, and other office and artists' materials.
ww. Periodicals: publishing and printing.
xx. Photoengraving.
yy. Photographic equipment and supplies.
zz. Pleating, decorative, and novelty stitching and tucking for the trade.
aaa. Printing, commercial.
bbb. Raincoats and other waterproof outer garments.
ccc. Robes and dressing gowns.
ddd. Sanitary paper products.
eee. Self-service storage facilities (mini-warehouses).
fff. Signs and advertising displays.
ggg. Silverware and plated ware.
hhh. Surgical and medical instruments and apparatus.
iii. Tobacco and snuff.
jjj. Tobacco stemming and redrying.
kkk. Toys, amusement, sporting, and athletic goods.
lll. Typesetting.
mmm. Umbrellas, parasols, and canes.
nnn. Venetian blinds and shades.
ooo. Watches, clocks, clockwork-operated devices, and parts.
ppp. Welding and machine shops.
qqq. Wine, brandy, and brandy spirits.
rrr. Women's, misses, juniors', girls', and infants' furnishings, work and dress clothing, and allied garments.
sss. Warehouses.

(c) *Permitted accessory uses.*

(1) Garages for storage of vehicles used in conjunction with the operation of an industry.
(2) Off-street parking and loading areas.
(3) Office, storage, power supply, and other uses normally auxiliary to the industrial operations.

(4) Ground-mounted and building-mounted earth station dish antennas.
(5) Retail sales and services of products integral with and incidental to a service or manufacturing business limited to 20 percent of the floor area of the principal building.

(d) *Conditional uses.* (Also see section 13-1-226.)
(1) Athletic clubs.
(2) Experimental, testing, and research laboratories.
(3) Gasoline service stations, automobile and truck servicing and repair, automobile and truck rental services, and automobile and truck washing.
(4) Gymnasiums.
(5) Health resorts.
(6) Heliports and bus depots provided all principal structures and uses are not less than 100 feet from any residential district boundary.
(7) Locker plants provided that no meat packing and processing shall be conducted.
(8) Manufacturing and processing of dimension hardwood and flooring, veneer, and plywood.
(9) Millwork, lumber yards, sawmills, and planing mills.
(10) Office uses unrelated to principal industrial operations.
(11) Processing and manufacturing of feeds prepared for animals and fowl, wholesale, and/or retail warehousing of animal feeds, fertilizer, seeds, garden and lawn supplies, animal health products, and lawn equipment, provided that all operations are conducted within an enclosed building.
(12) Retail stores and services related to principal industrial operations.
(13) Transmitting towers, receiving towers, relay and microwave towers without broadcast facilities or studios.
(14) Utilities.
(15) Day care facility.
(16) Fuel-fired coffee roasting that vents directly to the outdoors.

Action:
The motion was made by Commissioner Bublitz and seconded by Council Member Fitzpatrick to recommend to the Common Council to amend Title 13, Chapter 1, Section 13-1-54 (b)&(d), 13-1-55(e), and 13-1-59(b)&(d) of the Zoning Code, listing the use "All-Electric Coffee Roasting that does not vent directly to the outdoors" as a permitted use, and limiting "Fuel Fired Coffee Roasting that vents directly to the outdoors" as a conditional use in the B-2 Community Business, B-3 Central Business, and M-1 Limited Manufacturing districts. The motion carried unanimously. Commissioner Scholz was excused.

REVIEW, DISCUSSION, AND POSSIBLE ACTION/RECOMMENDATION TO THE COMMON COUNCIL OF THE "FIRST AMENDMENT TO CITY OF CEDARBURG HIGHWAY 60 BUSINESS PARK DECLARATION OF RESTRICTIONS AND COVENANTS" TO THE COMMON COUNCIL. THIS AMENDMENT PROVIDES THAT MOBILE SERVICE SUPPORT STRUCTURES ARE NOT SUBJECT TO THE HEIGHT LIMITATIONS SET FORTH IN SECTION 3. B(III). THIS MATTER IS CITY

INITIATED.

Planner Censky reported, based on Wisconsin Statutes, a municipality may not disapprove mobile service support structure application based solely on the height of the structure. It is not entirely clear that this statutory prohibition also crosses over and applies where private property restrictions and covenants are concerned.

Anticipating that a mobile service support structure will come up for consideration in the City's Hwy 60 Business Park in the future, and considering that the Hwy. 60 Business Park Declaration of Restrictions and Covenants currently limit the height of all improvements, buildings and structures to 45' above grade, she explained that the City is taking this proactive step to clarify that mobile service support structures are not intended to be included in this height restriction.

A copy of the existing restriction and covenants, along with "The First Amendment to City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants" as prepared by the City Attorney, were attached for review and consideration.

If the Plan Commission supports this amendment as presented, a favorable recommendation to the Common Council would be an appropriate action at this time.

Action:
The motion was made by Commissioner Arnett and seconded by Commissioner Bublitz to recommend to the Common Council to approve the "First Amendment to City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants" as presented. The motion carried unanimously. Commissioner Scholz was excused.

REVIEW, DISCUSSION, AND POSSIBLE ACTION/RECOMMENDATION TO THE COMMON COUNCIL TO AMEND TITLE 13, CHAPTER 1, ARTICLE D, SECTION 13-1-82(C) OF THE ZONING CODE, REDUCING THE MINIMUM REQUIRED SIZE FOR A PARKING STALL FROM 180 SQ. FT. (I.E., 10' X 18' TYPICAL), TO 162 SQ. FT. (I.E., 9' X 18" TYPICAL), EXCLUDING THOSE STALLS REQUIRED TO BE PROVIDED FOR PHYSICALLY DISABLED PERSONS. THIS MATTER IS CITY INITIATED.

Planner Censky presented her report on this matter as follows: The City's current parking stall size requirement is 180 sq. ft. This generally gets laid out as 10' wide x 18' foot deep stalls. It is not uncommon in communities around the State and beyond to use 162 sq. ft. as the minimum required stall size and to specify that the stalls are to be laid out in 9' wide x 18' deep configuration.

This smaller stall size is being proposed more often lately in site plans submitted for Plan Commission review and approval. The Plan Commission has expressed an interest in approving this smaller stall size, but the Code does not presently allow for any waiver or modification to the 180 sq. ft. requirement, short of petitioning for a variance from the Board of Appeals.

As presented below, Section 13-1-82(c) of the Code would be modified to change the City's minimum stall size requirement from 180 sq. ft. to 162 sq. ft. laid out in 9'w x 18'd configuration.

If the Plan Commission supports this change (see draft language changes below), a favorable recommendation to the Common Council would be an appropriate action at this time.

Sec. 13-1-82 Parking requirements.

In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended, or increased off-street parking stalls for all vehicles in accordance with the following:

(a) *Permit required.* All parking areas which are constructed, resurfaced, reconstructed, expanded, or extended subsequent to the adoption of this chapter shall obtain a parking lot permit after review of the proposed parking site plan by the city plan commission, in accordance with article F of this ordinance.

(b) *Access.* Adequate access to a public street shall be provided for each parking space, and driveways shall be at least ten feet wide for one and two family dwellings and a minimum of 24 feet wide for all other areas.

(c) *Size.* Size of each parking space shall be not less than 162 square feet, laid out in 9' wide by 18' deep configuration, exclusive of the space required for ingress and egress. Refer to Subsection (g) below for stall sizes related to parking spaces for use by physically handicapped persons.

(d) *Exceptions.* Off-street parking, subject to the following exceptions, is permitted in all yards of all districts, but shall not be closer than 25 feet to the right-of-way of streets in a residential district when abutting a residential district. No truck, trailer, wagon, vehicular equipment, or similar vehicles of a commercial nature [exceeding 30 feet in length] may be parked regularly in any yard, except where permitted as a use in an industrial or business district, and in no event may sales or storage activities be conducted from such vehicles, trailers, or wagons.

(e) *On-lot location.* Location of off-street parking shall be on the same lot as the principal use or not over 400 feet from the principal use.

(f) *Parking lot surfacing and landscaping improvement standards.*

(1) *Purpose.* The requirements in this Subsection are intended to recognize both the function and visual importance of parking areas and the public benefits resulting from well-designed and landscaped parking areas, which include an enhanced visual appearance, minimizing stormwater runoff, moderating the microclimate and reducing nuisances such as noise and glare.

(2) *Affected parking areas.* These improvement standards shall be applicable to the following:

a. New parking lots for four or more vehicles in all zoning districts except single-family and two-family districts.

b. Existing parking lots, including those located in the B-3 Central Business Districts, which are proposed to be increased in area by four or more vehicle

spaces shall be subject to these requirements for the expansion area, and for the prior existing area.

c. Existing parking lots for four or more vehicles serving an existing building proposed for improvements exceeding 50 percent of its value, or buildings undergoing additions that will increase their floor area by more than 50 percent.

d. Unpaved existing parking lots for four or more vehicles which are proposed for paving, in all zoning districts except single-family and two-family districts.

e. New parking lots serving residential uses in the B-3 Central Business District.

f. Exclusions. These requirements shall not apply to the resurfacing of existing paved parking lots or to parking areas for existing buildings in the B-3 zoning district proposed in connection with additions to the buildings of less than 50 percent of the building's floor area, provided parking area expansion is less than four parking spaces.

(3) *Landscaping.* All off-street parking areas described in this subsection, except parking areas in the CEG Community Exhibition District, which are built or redesigned and rebuilt subsequent to August 13, 1990, shall be provided with accessory landscape areas as provided in these specific requirements:

a. Perimeter and interior lot line greenbelts. A perimeter greenbelt of at least five feet in width shall be installed along the street frontage and along all interior lot lines. Perimeter edges should be landscaped with a combination of plant material and earth berming whenever possible. Perimeter greenbelt landscaping may be omitted alongside lot lines which have shared driveways with adjacent lots. The omitted area is limited to that portion from the street to the required minimum building setback line or as necessary to accommodate access cuts.

b. Additional interior greenspace. The interior of parking lots shall be provided with landscape areas consisting of at least four percent of the total surface parking area, plus one tree for each ten spaces shall be installed. Existing trees may be used to comply with this requirement.

c. Location. Interior landscape plantings may be located in protected areas such as along walkways, in center islands, in end islands, or between parking stalls. Rows of parking spaces shall be broken by a landscape island at the rate of one island for each linear row of 12 parking spaces for single row configurations, or for each 24 parking spaces in double row configurations. Perimeter edge screening and berming should be limited in height to allow a line of sight to the building and not obstruct sight distance at entry drives.

d. Landscape materials. Landscape materials may include shrubs, hardy flowering trees and/or decorative evergreen and deciduous trees. New trees

shall have a minimum caliper of two inches to two and one-half inches for canopy trees. The area around trees and planting beds shall be planted with shrubs or ground cover and covered with mulch, bark or appropriate landscape stones.

e. Landscape requirements for parking areas in the CEG Community Exhibition District shall be determined on a case-by-case basis by the plan commission at the time of site plan approval.

(4) *Surfacing, curbing, storm sewers.* Parking areas subject to these requirements shall be surfaced with bituminous or Portland cement concrete pavement or concrete pavers in accordance with the City of Cedarburg standards and specifications. Concrete curbing shall be installed as a border along all pavement edges, except for parking areas in the CEG Community Exhibition District, and shall conform to city standards. Concrete curbing requirements in the CEG Community Exhibition District shall be determined by the plan commission on a case-by-case basis at the time of site plan approval. As an option, wheel stops may be installed instead of curbing along peripheral edges if curbs are not required for stormwater control. Parking areas shall be graded and storm sewers may be installed, as required by the city engineer, to manage storm water runoff. Pavement marking shall be provided to delineate each parking space.

(5) *Procedures.*

a. Prior to commencing construction, a parking lot building permit shall be obtained from the building inspector for a fee in accordance with article K of the Zoning Code. Prior to obtaining a parking lot building permit, a parking lot site plan shall be approved.

b. The parking lot site plan shall be prepared in accord with adopted site plan guidelines and shall include proposed landscaping features, indicating the location, size and species of proposed landscaping, and shall also show existing trees and landscaping to be retained. The parking lot site plan requirements under this section may be incorporated into a master site plan for initial approval of a project.

c. If the total parking lot includes more than ten spaces, the parking lot site plan shall be approved by the plan commission. If ten spaces or less, approval shall be by city staff.

(g) *Parking spaces for use by physically handicapped persons.* All open off-street parking areas providing more than 25 parking spaces, except for parking areas restricted to use by employees only, shall provide parking spaces use by motor vehicles which transport physically disabled persons, in accordance with the following minimum standards:

(1) One parking space shall be provided in parking areas containing 26 to 49 spaces.

(2) Two percent of the total number of spaces shall be provided in parking areas containing 50 to 1,000 spaces.

(3) In addition to the number of spaces required in this section, one percent of each

1,000 spaces over the first 1,000 spaces shall be provided for physically disabled parking.

(4) The minimum dimensions for all parking spaces provided for use by physically disabled persons shall be 12 feet by 18 feet.

(5) Parking spaces provided for the use of physically disabled persons shall be located as close as possible to an entrance which allows such persons to enter and leave the parking area without assistance.

(6) All parking spaces provided for the use of physically disabled persons shall be marked with a sign which includes the international symbol for barrier free environments and a statement informing the public that the parking space is reserved for use by physically disabled persons. Such signs shall comply with the requirements of Wis. Stats. §§ 346.50, 346.503, and 346.505.

Action:
The motion was made by Commissioner Bublitz and seconded by Commissioner Voltz to recommend to the Common Council to amend Title 13, Chapter 1, Article D, Section 13-1-82(c) of the Zoning Code, reducing the minimum required size for a parking stall from 180 sq. ft. (i.e., 10' x 18" required), excluding those stalls required to be provided for physically disabled persons and adding that "This minimum required stall size and configuration standard may be waived or modified by the Plan Commission where it has been determined that the unique circumstances of a particular site suggest that stalls may be safely and effectively offered under alternative size or configuration arrangements. The motion carried unanimously. Commissioner Scholz was excused.

REVIEW, DISCUSSION, AND POSSIBLE ACTION/RECOMMENDATION TO THE COMMON COUNCIL TO AMEND TITLE 13, CHAPTER 1, SECTION 13-1-60 OF THE ZONING CODE, ADDING THE USE "MANUFACTURING, ASSEMBLY, PRODUCTION AND PACKAGING OF PET CARE AND PET ACCESSORY PRODUCTS, EXCLUDING PET FOOD" IN THE M-2 GENERAL MANUFACTURING DISTRICT. THIS MATTER IS CITY INITIATED.

Planner Censky presented her report on this matter as follows: The City is home to at least one company engaged in "Manufacturing, Assembly, Production, and Packaging of Pet Care and Pet Accessory Products, Excluding Pet Food". They are located in the M-2 General Manufacturing Zoning District where they've been operating for many years.

The existing list of permitted and conditional uses in the M-2 General Manufacturing District doesn't include this use.

The staff has initiated this request to proactively prepare for the possibility that an existing pet products business would want to relocate or expand into or on one of our M-2 General Manufacturing zoned properties, or a new pet products business would want to locate here.

If the Plan Commission supports the addition of this use as permitted in the M-2 General Manufacturing District (see draft language changes below), a favorable recommendation to the

Common Council would be an appropriate action at this time.

Sec. 13-1-60 M-2 General Manufacturing District.

(a) *Purpose.* The M-2 General Manufacturing District is intended to provide for manufacturing and industrial development of a more general and less restrictive nature than in the M-l Limited Manufacturing District in those areas where the relationship to surrounding land use would create fewer problems of compatibility and would not necessitate as stringent regulatory controls. Such districts should not normally abut directly upon residential districts.

(b) *Permitted uses.* (Also see section 13-1-225.)

(1) Those industrial uses permitted in the M-1 Limited Manufacturing District as either "Permitted" or "Conditional" uses.

(2) Processing, manufacturing, and/or storage of the following:

a. Aircraft and parts.
b. Brick and structural clay tile.
c. Clay refractories.
d. Coating, engraving, and allied services.
e. Communication equipment.
f. Concrete and concrete products not including the manufacturing of cement.
g. Construction, mining, and materials handling machinery and equipment.
h. Cutlery, hand tools, and general hardware.
i. Electric lighting and wiring equipment.
j. Electrical industrial apparatus.
k. Electrical transmission and distribution equipment.
l. Electrometallurgical products.
m. Electronic components and accessories.
n. Engines and turbines.
o. Farm machinery and equipment.
p. Fine earthenware, table, and kitchen articles.
q. Flat glass.
r. Fluid milk, cream, and milk beverages.
s. Glass containers.
t. Heating apparatus and plumbing fixtures.
u. Household appliances.
v. Metal cans.
w. Metal products, fabricated structural.
x. Millwork, lumber yards, sawmills, planing mills; and retail sales of building materials.
y. Motor vehicles and motor vehicle equipment.
z. Motorcycles, bicycles, and parts.

aa. Office, computing, and accounting machines.
bb. Paving mixtures and blocks.
cc. Plastic injection molding.
dd. Porcelain electrical supplies.
ee. Radio and television receiving sets.
ff. Screw machine products and bolts, nuts, screws, rivets, and washers.
gg. Service industry machines.
hh. Ship and boat building and repairing.
ii. Signaling and fire control equipment.
jj. Stone and stone products, cut.
kk. Wire products, fabricated.
ll. Warehouses.
mm. Manufacturing, Assembly, Production, and Packaging of Pet Care and Pet Accessory Products, Excluding Pet Food.

(c) *Permitted accessory uses.*

(1) Garages for storage of vehicles used in conjunction with the operation of an industry.
(2) Off-street parking and loading areas.
(3) Offices, storage, power supply, and other uses normally auxiliary to the principal industrial operations.
(4) Ground-mounted and building-mounted earth station dish antennas.
(5) Retail sales and service of products integral with and incidental to a service or manufacturing business limited to 20 percent of the floor area of the principal building.

(d) *Conditional uses.* (Also see section 13-1-226.)

(1) Bottling of alcoholic beverages.
(2) Construction and prefabrication of wood buildings and structural members and construction of wooden containers.
(3) Experimental, testing, and research laboratories.
(4) Locker plants provided that no meat packing and processing shall be conducted.
(5) Millwork, lumber yards, saw mills, and planing mills.
(6) Outside storage and outside manufacturing areas, provided that such uses shall be surrounded by a solid fence not less than six feet nor more than eight feet in height unless otherwise approved by the Plan Commission, or an evergreen planting screen not less than six feet tall at the time of planting completely preventing a view from any other property or public right-of-way and shall be at least 300 feet from a residential district.
(7) Processing of hardwood dimension and flooring, veneer, and plywood.
(8) Processing of ice cream.
(9) Public passenger transportation terminals such as heliports and bus depots, except airports, airstrips, and landing fields, provided all principal structures and uses are not less than 100 feet from any residential district boundary.

(10) Transmitting towers, receiving towers, relay, and microwave towers without broadcast facilities or studios.
(11) Utilities, provided all principal structures and uses are not less than 50 feet from any residential district lot line.
(12) Wood pressing.
(13) New and used automobile sales.
(14) Auction facilities.
(15) Veterinary Clinics.
(16) Day care facility.
(17) Landscape Contracting.
(18) Hotels and restaurants provided that the real property subject to the use fronts on an arterial street.

Action:
The motion was made by Commissioner Arnett and seconded by Commissioner Bublitz to recommend to the Common Council to add the use "Manufacturing Assembly, Production and Packaging of Pet Care and Pet Accessory Products, excluding Pet Food" as a permitted use in the B-2 Commercial District. The motion carried unanimously. Commissioner Scholz was excused.

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

Commissioner Bublitz expressed her appreciation for Planner Censky.

MAYOR'S ANNOUNCEMENTS

Mayor Thome reminded Commissioner the next Plan Commission meeting is next week Monday, April 14, 2025 at 6:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Arnett, seconded by Commissioner Bublitz, to adjourn the meeting at 9:50 p.m. The motion carried unanimously. Commissioner Scholz excused.

Theresa Hanaman
Administrative Assistant

CITY OF CEDARBURG

PLAN COMMISSION

April 14, 2025

A special meeting of the Plan Commission of the City of Cedarburg was held on Monday, April 14, 2025, at Cedarburg City Hall, W63N645 Washington Avenue, upper level, Council Chambers, and online via Zoom. The meeting was called to order at 6:00 p.m. by Mayor Patrica Thome.

Roll Call	Present -	Mayor Patricia Thome, Council Member Jim Fitzpatrick, Adam Voltz, Jack Arnett, Sig Strautmanis, Sherry Bublitz, Jon Scholz
	Also Present -	City Planner Mary Censky, City Administrator Mikko Hilvo, Administrative Secretary Theresa Hanaman, Attorney Michael Herbrand

STATEMENT OF PUBLIC NOTICE

Administrative Secretary Hanaman confirmed that the agenda for the meeting had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

APPROVAL OF MINUTES - NONE

COMMENTS AND SUGGESTIONS FROM CITIZENS – NONE

REGULAR BUSINESS AND ACTION THEREON

REVIEW, DISCUSSION, AND POSSIBLE ACTION ON MATTERS RELATED TO THE SMART GROWTH COMPREHENSIVE LAND USE PLAN UPDATE, INCLUDING:

- **CHAPTER 8 – THE LAND USE ELEMENT.**
  - **TWELVE SMART GROWTH AREAS (SGA'S).**

Planner Censky states the Plan Commission has collected extensive information to consider in reaching certain future land use decisions. This included, soliciting the public input, traffic/transportation analysis, school district enrollment projections and implications with respect to growth, and a housing analysis and report.

The condition of the school district at this point is such that they considered the highest, most dense land use projections we shared with them for all 12 of these SGAs and incorporated that along with Grafton's information and the Town of Cedarburg's information. The conclusion they came to did not seem to suggest that there was a resource implication to all of that growth being added throughout now to 2040. Then, looking at the traffic and transportation analysis, we see that it appears there will be certain specific improvement needs along the way, but no immediate deficit conditions are noted. Individual Traffic Impact Analysis for each significant new development will refine what new or modified improvements will be required on a case-by-case basis, but this analysis gives a bird's eye view of the comprehensive strategy that may work best (subject to DOT buy-in) vs taking only the narrow view of each project as individual sites come into development.

Smart Growth Area 11
The Plan Commission is reviewing Smart Growth Area 11, a 17-acre site with 14.1 net buildable acres currently classified as Rs-1 Temporary. Planner Censky presented various land use options for the site, including high-density residential, high-medium density residential, commercial, light industrial, and mixed-use. She also provided details on potential unit counts for different zoning classifications and discussed surrounding land uses. Planner Censky notes that recent high-density residential developments such as Arabelle, Fox Run, and Cedar Place in the city may not have been fully accounted for in the housing analysis. Plan Commission is now tasked with deciding on the appropriate land use classification for SGA 11, considering factors such as housing demand, compatibility with surrounding areas, and recent developments.

Public Comment
Terry King - W63 N762 Sheboygan Rd. - Thinks we need to retain the ability to throttle back development for a lot of different reasons including how it's impacting the city and to designate these SGAs as lower densities.
Richard Rytman- 1540 Fox Hollow - Asked Commissioner's if we are preserving Cedarburg, and what is the benefit of development.
Stephen Leonard - N91 W5939 Dorchester - Cedarburg has great home values but supply, and demand is low. Cedarburg has great appeal but we're losing a little bit of that small town feel. He would like to see corridors, to maintain 100 ft. of trees and green space around any development along the drives in.
Beth Maresh - W62 N787 Sheboygan Rd -Suggested making SGA-11 a mixed unit development for 55yr and older seniors. Single-family lower-density, medium to medium-low-density high-end retail with a shared outdoor space and a nice entrance to the city.
Mark King - W62 N775 Sheboygan Rd.- Mark is in support of a mixed-use proposal that fills a need from a residential and retail standpoint.
Diane Heinke – W65 N672 St. John Ave. - Appreciates the traffic studies but thinks there is an overflow from Washington Avenue on Madison and St. John. She says the traffic study does not match her experience.
Daniel Carr – W59 N395 Hilbert Ave – Traffic flow intensified on Hilbert with multiple accidents and speeding. He is a strong believer in speed bumps.
Michael Wirth – Cedar Creek Capital – Advocating for high-density designation, citing housing studies, and community support.
Jim Nicoud – N119 W5826 James Circle – Has concerns about a roundabout on Hwy 60, which seems problematic depending on the speed limits coming from the east, west, and north.
Kate Meyers - W64 N201 Fairfield St. – Affirmed in 1964, there were vacant buildings, boarded up and blacked out windows of many commercial properties in downtown Cedarburg. The proposals are wonderful, but they need to show how it can benefit our downtown and is there funding available.

Council Member Fitzpatrick asked Mary to review the developable acreage net versus gross. Planner Censky went on to say that net buildable acreage will be the new standard, and it is described as gross acreage minus any undevelopable lands, such as environmental corridors, which capture steep slopes, wooded stands, and wetlands, and open waters that are not developable. All of these kinds of things are exempt from the gross acreage, and that leaves you with your net buildable acreage. In this particular SGA, there are about 2.9 acres that may be lost to unbuildable land, leaving 14.1 acres NBA. Council Member Fitzpatrick asked if the 14.1 acres correspond with the number of units that Planner Censky provided earlier which she confirmed.

Commissioner Strautmanis questioned how density versus zoning goes together. As a land use category, high-medium density would have a max unit density of 10.8 units. He also questioned if there is a process that can arrange this density differently for example duplexes. Planner Censky discussed the possibility of achieving higher density through a Planned Unit Development (PUD) while maintaining the same unit count. She stated that the PUD could override zoning classifications and allow for different building forms while maintaining the same density.

Council Member Fitzpatrick's decision included looking at the land adjacent to the SGA-11, where it's located, the streets and viability of other Smart Growth Areas and contemplating what the property owner wants to do. Based on the studies and infrastructure, the best use of the property, and what the owner wants, Council Member Fitzpatrick thinks the most obvious use would be multi-family residential.

While Commissioner Scholz suggested due to the property's location near the city's gateway, it would be successful if classified as commercial. Commissioner Bublitz emphasized the importance of considering public sentiment and the city's 25-year plan, suggesting a medium-density residential use. At this moment, the majority of the community does not want to have this designated as high-density apartment buildings. Commissioner Bublitz thanked City Administrator Hilvo for helping bridge the divide with the Town of Cedarburg and doesn't want to compete with them. The Town of Cedarburg is planning on developing commercial in this area. In her opinion, what makes sense in this SGA is to bring in additional housing, not single-family, the highest classification, high-medium density housing, Rd-1 two-family townhouse/duplex, but not a multi-family residential.

After speaking with residents and neighbors, Commissioner Arnett states city-wide concerns about traffic and the worry about the possibility of apartments. He no longer supports the high-medium density classification for this site. Commissioner Arnett is, however, in support of Rs-5 single-family density, residential with smaller lots with a component of retail, restaurant, or gathering space on the corner, stating this site may have room for small commercial use. Commissioner Arnett would also be supportive of duplexes, but not high density residential.

Commissioner Strautmanis noted that the traffic study's highest-density projection for Highway 60 indicated minimal additional traffic on Sheboygan Road, a matter of significant concern to local residents. He noted that traffic will generally choose the most convenient route, likely heading east or west on Highway 60. Additionally, Commissioner Strautmanis agreed with Council Member Fitzpatrick regarding fairness to the property owner about the land to the south, which set a precedent. He believes that allowing single-family homes and duplexes in that area would not be feasible or fair to the property owner.

Commissioner Voltz explained that the current housing distribution along Sheboygan Road and the surrounding lots is relatively standard, with density increasing further north—from The Glen to the even denser Cedar Place. He asked if it makes sense to build up in density when there are two major intersections off Highway 60 and Sheboygan. It makes sense to continue that density, residential makes sense at this location, it's a great property with access to the environmental corridor, Cedar Creek has recreational opportunities. It would be great to introduce a neighborhood residential where you can grab a sandwich or a coffee. If the land use classification can be integrated, Commissioner Voltz is in favor of high density residential.

Mayor Thome has stated currently the city doesn't need more apartments. Considering in the future, SGA 3N. and 3S. have environmental challenges of the area and the current financial

capabilities for development, it appears this site would most likely be designated for high-density residential use, which likely means apartments due to financial requirements. However, with over 450 newer apartments already in the vicinity, she suggests a compromise: implementing a high-medium density development through a Planned Unit Development (PUD). This would limit development below the maximum allowed under RS-6 zoning, which permits up to 10.8 units per acre, ensuring an appealing site layout without any additional apartments. There is also potential for a small commercial component. A high-medium density RS-5 single-family development would not be suitable for the area. Therefore, a PUD will be necessary for zoning, as a high rate of development would not make the site appealing.

Commissioner Voltz focused on discussing housing options for the community, with a particular emphasis on the balance between residential and commercial spaces and debated the appropriateness of apartments and duplexes, with a preference for a mix of residential and commercial spaces. Commissioners also mentioned the potential for a new land use classification that would allow for more flexibility in the placement of commercial spaces. The idea of incorporating small local commercial spaces to serve the immediate surrounding area was supported. Commissioners also discussed the possibility of creating a mixed-use designation that would allow for a range of housing densities, from 5.2 to 10.8 units per acre. The goal is to provide flexibility in land use planning without necessarily designing specific projects.

Commissioner Strautmanis discussed the need for a new category for mixed-use commercial and residential development, with a maximum of 10.8 units per acre. The new category would allow for flexibility in building design and density but would not automatically approve all sites. The viability of a site would depend on factors such as proximity to buildings and green space. He also suggested creating a new zoning district for this purpose, which would be more specific about maximum units per building and density. Planner Censky suggested that the mixed-use infill district could cover all these requirements.

Plan Commission discussed the need for clarity on potential land uses and the obligation to align the site's zoning with the comprehensive land use plan. There was also a discussion on the desirability of single-family homes versus apartments.

Commissioners debated the idea of a mixed-use commercial and high-medium density residential land use classification, with compatible zoning districts including B1, B4, and RS5. The proposal is to add this to the list and make it consistent with the other mixed-use districts. Commissioners also discussed the potential for office use in the area and the need for a zoning district to establish permitted uses. The idea of creating a neighborhood commercial space was also brought up, with suggestions for permitted uses such as a salon, medical clinic, or professional office.

Public Comment

Mark King - W62 N775 Sheboygan Rd. – Asked Commissioners if they were able to see Beth Maresh's proposal.

Beth Maresh - W62 N787 Sheboygan Rd Likes the mixed use proposed, but not high-density medium, anything over 5.2 would not be a good look, traffic will increase, and there needs to be green space screening with trees.

Michael Wirth – Cedar Creek Capital – Wants to focus on balanced housing stock and confirmed information in the housing study. He is requesting to include Rm-1 and Rm-2.

Conor Hanrahan – W59 N751 Highwood Dr. - Opposed high-density and the possibility of a referendum regarding senior living availability.

Richard Rytman- 1540 Fox Hollow – Asked what the best value/interest for residents is.
Elizabeth Wirth – 1519 Wisconsin Ave. - Considers townhomes to be beneficial to Cedarburg.
David Smith – N119 W5851 James Circle- Apartment debate has a return on investment based on the owner. The community does not want high density.

Action
Commissioner Strautmanis made a motion, seconded by Commissioner Voltz to request Planner Censky to create a new land use classification called "Mixed Use Commercial and/or High Medium Density Residential" with densities between 5.2 to 10.8 units per acre, with compatible zoning permissions similar to B-1, B-4, Rs-5, Rs-6, and Rd-1. Commissioners requested Planner Censky to also develop a new zoning district that includes detailed parameters for commercial and residential uses under this land use classification, including maximum units per building and density limits as well as permitted and conditional uses. The motion passed with Council Member Fitzpatrick voting nay.

Smart Growth Area 8
This site is approximately 15.5 acres, with only 11 net buildable acres. Plan Commission compared this site with neighboring subdivisions such as the Glen at Cedar Creek and Henry Court. The Plan Commission is recommending the continuation of land use classification Medium-Density Residential (8,400 to 12,000 sq. ft. per lot) to be consistent with the existing City lot sizes in the existing subdivision adjacent to the north and south of this site. The zoning districts that could be compatible with the Medium-Density Residential Land Use Classification of this site include Rs-3, Rs-4, Rs-6, and Rd-1. Sanitary sewer infrastructure currently sits at the end of Kenzie Way on the north edge of the site and is available to service this SGA. Cedarburg Light and Water advises that there are no obstacles to serving this site if developed consistently with the recommendations set forth above.

Action
A motion was made by Commissioner Arnett, seconded by Commissioner Bublitz, to change SGA 8's land use classification from existing Medium Density Residential to Medium-Low Density Residential, and identifying their strong support at present for future zoning in the range of Rs-3 for instance (i.e, 3.6 single family detached residential dwelling units per net buildable acre [minimum lot sizes 12,000 sq. ft./90 feet wide prior to any PUD adjustments]), as being most compatible with surrounding land uses. The motion carried unanimously.

Smart Growth Area 9
The vacant southwest 10-acre parcel within this SGA is already within the City limits. The remainder is currently located in the Town of Cedarburg. It is located on the City side of the City/Town Boundary Agreement. The 10-acre site is currently classified as Medium-Density Residential (8.4 to 12 units/acre). The north 40.25 acres of this site is also vacant but contains a substantial area that is quarry. The quarry is in the reclamation process. The content and compaction of fill material are being monitored.

The north 40.25 acres are not presently in the City of Cedarburg. It is inside the City's boundary as set forth in our agreement with the Town of Cedarburg. It is currently classified as High-Medium Density Residential (5.2 to 10.8 units /acre).

Plan Commission is recommending that the buildable area of this SGA (exclusive of the quarry area) be Medium-High-Medium Density Residential (5.2 to 10.8 units/acre). The Zoning Districts that could comport with the High-Medium Density Land Use Classification of this site include Rs-5, Rs-6, and Rd-1.

Sanitary sewer currently sits on Sheboygan Road. at Colleen Way. That sewer should be deep enough to serve the west side of this SGA. Should other sewer connections be needed to site. Cedarburg Light and Water advises there are no obstacles to serving this site if developed consistent with the recommendations set forth above. Commissioner Bublitz made a motion, seconded by Commissioner Strautmanis to keep SGA 9 consistent with neighboring parcels and keep Medium - Low density. Motion carried unanimously.

Public Comment

Stephen White – N105 W6266 Brenton Lane – Believes maintaining consistency with single-family neighborhoods classified as medium-low density would provide balanced residential development while preserving the character of the community.

Terry King - W63 N762 Sheboygan Road – Agrees SGA 9 should match the surrounding neighborhoods.

Action

Commissioner Scholz made a motion, seconded by Commissioner Arnett, to change SGA 9's land use classification from existing part High-Medium Density Residential and part Medium Density Residential to Medium-Low Density Residential to be consistent with the adjacent neighborhood to the south and the neighborhood directly across Sheboygan Road from this site and identifying their strong support at present for future zoning in the range of Rs-3 for instance (i.e, 3.6 single-family detached residential dwelling units per net buildable acre [minimum lot sizes 12,000 sq. ft./90 feet wide prior to any PUD adjustments]), as being most compatible with surrounding land uses. The motion carried unanimously.

Commissioner Voltz excused at 8:30 PM.

Smart Growth Area 10

This property is currently located in the Town of Cedarburg. It is located on the City side of the City/Town Boundary Agreement. The north 300 feet of this SGA, along Hwy 60, is presently occupied by a bowling alley and related outdoor recreation use. The property is currently listed for sale. In the southeast corner of this SGA is a single-family residence located on a 3-acre lot. This SGA is presently classified part Industrial and Manufacturing (in the southwest corner) and part Commercial (along Hwy.60 and Hwy. I/Sheboygan Rd). Access to Hwy 60 (and to a limited extent along CTH I as well) will be controlled by WisDOT. There is a filled quarry along the south side of the SGA (fill quality/compaction unknown). This area is considered undevelopable. Sanitary sewer infrastructure currently exists through this site and along a portion of the east edge to support development of this SGA. Cedarburg Light & Water advises that there are no obstacles to serving this SGA in the manner recommended below, while noting that more investigation will need to be done to determine if this area will need to be added to the High-Level Pressure Zone due to the existing higher elevation.

The classification of Industrial and Manufacturing no longer appears to be a feasible use. Planner Censky recommends the entire site be classified as Commercial, with the undevelopable/filled quarry area to be set aside for Recreational and Parkland. The Zoning Districts that could be compatible with the Commercial Land Use Classification of this site include B-1, B-2, B-3. The Zoning Districts that could comply with the Parkland Classification of this site include P-1.

Action

Commissioner Arnett made a motion, seconded by Commissioner Bublitz to modify SGA 10's current land use classification from part Commercial and part Industrial and Manufacturing, to

part Commercial and part Recreational and Parkland over the area that is the filled former quarry. The Commission expressed their support for B-2 Community Business and/or B-4 Office and Service District as suitable examples of the use types the Commission would currently favor in this location. The motion carried unanimously with Commissioner Voltz excused.

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

City Administrator Hilvo recommended Plan Commission review the Town of Cedarburg's website and planning documents regarding the Highway 60 corridor before discussing SGA-12 at the next meeting.

Commissioner Bublitz wanted to recognize the progress the City of Cedarburg has made with the Town of Cedarburg and the contributions from Town Administrator Ryer and City Administrator Hilvo. Commissioner Bublitz also suggested that residents investigate the possibility of a roundabout at Highway 60 and Hwy I. for safety improvements with the WIDOT.

MAYOR'S ANNOUNCEMENT

Mayor Thome thanked the residents who spent time and energy on the Smart Growth Plan and thanked them for their input.

ADJOURNMENT

A motion was made by Commissioner Arnett, seconded by Commissioner Bublitz, to adjourn the meeting at 8:44 p.m. The motion carried unanimously with Commissioner Voltz excused.

Theresa Hanaman
Administrative Secretary

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky
Date Prepared: May 5, 2025

General Information:

Agenda Item: 6.A.

Property Owner/Applicant:	City of Cedarburg/TowerCo, in c/o Tony Phillips of Kendall Communications
Request:	Conditional Use Permit approval to construct a new 195-foot-tall wireless telecommunications monopole with related antennas and ground equipment/enclosure.
Current Zoning:	M-3 Business Park District
Current Master Plan Classification:	Industrial and Manufacturing
Surrounding Zoning/Land Use:	North: M-3 Business Park South: M-3 Business Park East: Town of Cedarburg West: M-3 Business Park
Lot Size:	5.28 Acres
Location:	W65 N1170 Forward Way

Discussion:
Communications towers are listed as a conditional use that may be considered for approval in the M-3 Business Park Zoning District.

This type of towers is exempt from the height limitations set forth in the City of Cedarburg Hwy. 60 Business Park Restrictive Covenants. The City Code, Section 13-1-100, provides an exemption from the tower height regulations as follows: "…shall not exceed a height equal to their distance from the nearest lot line.". The basis for this standard is to protect neighboring properties from a tower falling and landing in part or entirely off the site of the

tower itself. The applicant has provided a Professional Engineers stamped/signed letter certifying that the fall radius of this tower is 20 feet.
The new tower is proposed to be located 21.5 feet from the east property line, 109 feet from the stormwater pond on the same property as the tower, and 511 feet to the south lot line.

The plan also depicts a ground enclosure/compound where the various antenna lessees will locate their generators, equipment panels,…) This compound will be 8 feet tall, opaque, constructed of pressure treated cedar wood.

An array of multiple antennas is depicted on the plan for the top of the tower. It does not appear that the tower fall zone letter does not specifically certify for these antennas so additional engineering report/certifications will be required before any antennas or related equipment may be mounted to the pole.

The compound will be accessed by an asphalt paved drive extending from Forward Way through an easement along the north side of this City owned property.

Ozaukee County GIS - Aerial Map View

Recommendation:

The Planner recommends the following conditions be considered for attachment to any approval the Plan Commission is inclined toward granting in this matter:

1) City Engineer/Director of Public Works review and approval of:
    a. The supporting certifications confirming that the tower structural integrity and fall zone are not compromised or modified by the addition of any proposed antennas or related equipment to be mounted on the tower. This must be done before placement of any antennas or related equipment.
    b. Certified engineering plans for all retaining walls greater than 3 feet tall that are to be installed on this property in support of the proposed new tower project.

CEDARBURG
WISCONSIN

LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: 6603 STATE ROAD 60, CEDARBURG, WI 53012

APPLICANT/BUSINESSNAME: TOWERCO

APPLICANT/BUSINESS ADDRESS: 5000 VALLEYSTONE DR, SUITE

STATUS OF APPLICANT: ☐ OWNER ☒ AGENT ☐ BUYER ☐ OTHER _____

PHONE: 847-331-3659 EMAIL: tony@kendallcommunications.net

PROPERTY OWNER (IF DIFFERENT): CITY OF CEDARBURG

PROPERTY OWNER MAILING ADDRESS: W63 N645 WASHINGTON AVENUE

PROPERTY OWNER PHONE: 262-375-7600 PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

- ☐ CONCEPT REVIEW
- ☐ SITE/ARCHITECTURAL PLAN APPROVAL
- ☐ SUBDIVISION PLAT OR CSM REVIEW
- ☐ ZONING DISTRICT CHANGE
- ☒ CONDITIONAL USE ZONING
- ☐ ANNEXATION REQUEST
- ☐ VARIANCE/BOARD OF APPEALS
- ☐ OTHER _____

DESCRIBE REQUEST: NEW UNMANNED MULTI-CARRIER WIRELESS TELECOM FACILITY. NEW 195' MONOPOLE NEW AT&T ANTENNAS WITH NEW AT&T GROUND EQUIPMENT WITHIN NEW 37' X 90' FENCED EQUIPMENT COMPOUND PER PLANS

PLEASE SUBMIT: *FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC*
FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC
TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOCFEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: _____ DATE: _____

FOR CITY STAFF USE ONLY

TOTAL FEE: $ _____ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: _____

APPLICATION AND FEE RECEIVED BY: _____ PLAN COMMISSION MEETING DATE: _____

ATTACHMENTS (CHECK IF RECEIVED):

☐ FIVE DESCRIPTIONS ☐ FIVE FULL-SIZE SETS ☐ THIRTEEN PLAN SETS

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: _____

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

Sabre Industries
INNOVATION DELIVERED

April 4, 2025

Dwayne Lyerly
TOWERCO, LLC
5000 Valleystone Dr, Suite 200
Cary, NC 27519

RE: Proposed 195' Monopole for Cedarburg, WI

Dear Mr. Lyerly,

Upon receipt of order, we propose to design and supply the above-referenced monopole for a Basic Wind Speed of 115 mph without ice and 40 mph with 3/4" ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna-Supporting Structures and Antennas and Small Wind Turbine Support Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.* This would effectively result in a fall radius equal to 20' at ground level.

Sincerely,

WISCONSIN
THOMAS T. WILSON
E-48877
LA CROSSE
WI
PROFESSIONAL ENGINEER

4/4/2025

Thomas T. Wilson, P.E.
Design Engineer

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the later of the signature dates below ("Effective Date") by and between **CITY OF CEDARBURG**, a Wisconsin incorporated municipality ("Lessor") and **TOWERCO 2013 LLC**, a Delaware limited liability company ("Lessee"). Lessor and/or Lessee may be referred to herein individually as "Party" or collectively as "Parties".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in the City of Cedarburg, County of Ozaukee, State of Wisconsin, commonly identified as Outlot 2 on the attached Certified Survey Map No. 4262 recorded in the Ozaukee County Register of Deeds office on May 28, 2024, at 11:06 a.m. as Document No. 1159177 (parcel no. 13-022-03-000.02) (the "Parent Parcel"), as more particularly described in **Exhibit "A"** annexed hereto. Lessee consents to the recording of the attached approved Certified Survey Map, at Lessor's discretion. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately 90' x 37' (3,330) square feet of the Parent Parcel and all non-exclusive access easements and exclusive utility easements if any, (the "Premises") as described in **Exhibit "B"** annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's sublessees and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of a monopole tower, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto and described herein. ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at no cost to Lessor and solely at Lessee's expense, all licenses and permits required for Lessee's Intended Use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. Nothing herein shall be deemed an approval by Lessor, or waiver by Lessor of all or any portion of Lessor's approval process related to the Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor, as provided herein.

3. Term. The initial term of this Lease shall be ten (10) years commencing on the date Lessee begins installation of the Improvements as defined in Paragraph 6 (a), or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the tenth (10th) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8 ("Initial Term"). If Lessee terminates the Lease prior to commencing it, and a Memorandum of Lease has been recorded with the Ozaukee County Register of Deed's Office, then Lessee, at Lessee's expense, shall record a Memorandum of Termination of Lease.

4. Renewal Terms. Lessee shall have the right to extend this Lease for four (4) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive

Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least one hundred eighty (180) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. Consideration. Rent for the Initial Term shall be at a rate of [redacted] per month, but Lessee has agreed to pre-pay the Rent for the Initial Term, in the amount of [redacted] ("Pre-Paid Rent"). Pre-Paid Rent shall be payable to Lessor within thirty (30) days of the Commencement Date. Beginning in the eleventh (11th) year of the Term, Lessee shall pay Lessor the monthly sum of [redacted] ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 16 below. Beginning on the [redacted] anniversary of the Commencement Date and continuing each year thereafter, Rent shall be increased on the anniversary of the Commencement Date by [redacted] over the Rent payable during the immediately preceding year. Unless expressly stated otherwise herein, if this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and if Lessee has terminated the Lease due to Lessor's Default, then all Rent (including a pro rate portion of Pre-Paid Rent) paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time non-refundable signing bonus of [redacted]

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements") as depicted on and pursuant to Lessee's plans and specifications ("Plans"). The Plans shall be submitted to Lessor within six (6) months of the Effective Date for Lessor's review, or as soon thereafter as possible as long as the delay is not the result of Lessee's intentional actions, but in no event later than twelve (12) months from the Effective Date. The monopole tower that Lessee constructs shall be designed so that it has a fall radius equal to fifty (50%) percent of its height, as depicted on the Plans. The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease, subject to the terms herein and the City of Cedarburg Code of Municipal Ordinances.

(b) Lessee shall remove all of the Improvements to three (3) feet below grade, not later than one hundred eighty (180) days following any termination of this Lease (Removal Period). Upon removal, Lessee shall restore the Premises and the Parent Parcel to grade and substantially the condition that it was prior to removal and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement. Within thirty (30) days after the Commencement Date, and on or before the first day of each Renewal Term, Lessee shall execute and provide to Lessor, a bond, effective for the period of the current term and with an insurance company or financial company deemed acceptable to Lessor, in the amount of [redacted] to the benefit of Lessor for use for the removal of the

Improvements in the event Lessee fails to comply with the removal obligations described above ("Removal Bond"). Such Removal Bond shall be provided to Lessor in place of any removal bond that may be required by the appropriate zoning authority. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions, within the Premises, and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises.

(c) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, and as depicted on **the Plans**, on the Premises and under the driveway access, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power double wall generators). Lessee shall have the right to permanently place utilities (or to bring utilities) under the Premises and to the Improvements, in locations to be approved by Lessor and all as depicted on the Plans. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, at no cost to Lessor and upon Lessee's reasonable request, execute within thirty (30) days of such written request a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(d) Prior to the Commencement Date, Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a non-exclusive license to use such portion of Lessor's Parent Parcel on a temporary basis as reasonably required and upon reasonable prior written notice to Lessor, during the Initial Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas. In no event shall Lessee's use of the temporary non-exclusive license obstruct Lessor's use and access to and of the Parent Parcel. Lessee shall, at Lessee's sole expense, restore the Parent Parcel to substantially the condition that it was prior to Lessee's access.

(e) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road (Forward Way) which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. Lessee shall be responsible, at Lessee's sole cost and expense, to construct and maintain a twenty-foot wide gravel access drive from Forward Way to the Premises that shall serve as Lessee's access and utility easement. In addition, Lessee shall be responsible for constructing a twenty-foot wide gravel drive designated as "Drive Extension to Spoils Pile-Not to be maintained by TowerCo" shown on **Exhibit B** for Lessor's use. The portion of the gravel drive designated as "Drive Extension to Spoils Pile-Not to be maintained by TowerCo" shall be maintained by Lessor. Lessor shall be granted non-exclusive use and access to the gravel driveway constructed by Lessee, for access to the Parent Parcel, the storm water pond thereon, and the topsoil stored thereon. Lessor shall snowplow the driveway access, on Lessor's

plowing schedule, as determined in the sole discretion of Lessor, or upon 24 hours advance notice from Lessee, whichever occurs first. All other snowplowing shall be the responsibility of and at the sole expense of Lessee. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(f) Lessee shall provide advance written notice to Lessor of substantial changes to be done on the Premises or to the Improvements during any term of the Lease. For purposes of this notice, a substantial change is a change that materially changes the appearance of the Premises and/or the Improvements. By way of example, if a sublessee or licensee replaces its equipment on the tower with equipment that is similar in size as depicted on the Plans, notice to Lessor will not be required. Notwithstanding the foregoing, Lessee's notice requirements shall be considered satisfied if a Building Permit is submitted to the City of Cedarburg for any such work. All such changes shall be subject to the City of Cedarburg Code of Municipal Ordinances and any other applicable codes, rules, laws and regulations. In no event shall any such change result in a amendment or breach of the terms of this Lease, without the mutual prior written agreement of Lessor and Lessee.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract for or on the Parent Parcel which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor, if prior to the Commencement Date. If the Commencement Date has occurred, Lessee may terminate for any reason

upon written notice to Lessor and payment of Rent at the then current rate through the remainder of the calendar year in which the termination takes effect.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, and in addition to and separate from the rent consideration set forth in Paragraph 5, herein, an amount equal to Three Hundred Fifty and No/100 Dollars ($350.00) per month ("Co-Location Rent") under the following conditions: (i) Lessee shall only be required to pay the Co-Location Rent where the Sublease is with a major wireless carrier (such as Verizon, AT&T, Sprint or T-Mobile); and (ii) Lessee shall not be required to pay Lessor the Co-Location Rent for the first or initial Sublease ("Anchor Lessee"). In the event the Anchor Lessee vacates the Premises, Lessee shall have the right to substitute the Anchor Lessee with an existing sublessee or licensee who shall become the new Anchor Lessee. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third party beneficiary of any Sublease. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, double wall generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements, based on the value of the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to prohibit the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use

which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least [redacted] per occurrence and [redacted] in the aggregate. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements. The insurance coverage provided for herein shall name Lessor as an additional insured and may be maintained pursuant to master policies of insurance covering other communication facilities of Lessee and its corporate affiliates. All insurance policies required to be maintained by Lessee hereunder shall be with responsible insurance companies, authorized to do business in the State Wisconsin, and shall provide for cancellation only upon at least ten (10) days' prior written notice to Lessor. Lessee shall evidence such insurance coverage by delivering to Lessor, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks. Lessee agrees that it shall provide proof of its insurance, as well as proof of Lessee's contractors, sublessees and licensees, to Lessor.

14. Interference. Subject to the terms and conditions herein, Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. The parties agree that the Parent Parcel is currently used for a storm water pond, and that such use does not interfere with Lessee's Intended Use. The parties further agree that Lessor currently owns the adjacent real property and is currently marketing it for sale and that such adjacent real property owned by Lessor shall only be deemed an interference to Lessee under this section or Lease if such adjacent real property is used for a use that is identical or substantially similar to Lessee's Intended Use. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel

and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

City of Cedarburg
Address: W63N645 Washington Ave, Cedarburg, WI 53012
Attention: City Administrator
Phone: 262-375-7917
Email: mhilvo@cityofcedarburg.wi.gov

With a copy to:

Michael P. Herbrand, City Attorney
Houseman & Feind, LLP
1650 9th Avenue
Grafton, WI 53024
Phone: 262-377-0600
Email: Michael.herbrand@housemanlaw.com

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
Attn: Property Management
Site ID #: WI0353

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys' fees associated with a breach of the foregoing covenants. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty,

and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

18. Occurrence of Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by a party in this Lease ("Default"), the non-defaulting party shall have the option, at its sole discretion, to pursue any one or more of the following remedies if the Default remains uncured for thirty (30) days after the non-breaching party has notified the breaching party in writing of such Default, unless cure of such breach shall be commenced and diligently pursued by the breaching party within the thirty (30) day period and continued diligently until such cure is completed : (a) terminate the Lease, except that Lessor may not terminate the Lease in the event of a non-monetary default; (b) cure the Default, whereupon the defaulting party shall pay to the non-defaulting party, upon demand, all costs expenses, and disbursements incurred by it to cure the Default. The non-defaulting party shall be permitted to offset said costs, expenses and disbursements incurred by it against any other amounts due or becoming due by it to the non-defaulting party under this Lease; or (c) the non-defaulting party shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to the defaulting party's default. Lessee shall be entitled to a refund of a pro rata portion of the Pre-Paid Rent if Lessee terminates the Lease pursuant to this Paragraph 18 during the Initial Term.

19. Assignment. With the exception of a leasehold financing assignment, as described below, Lessee may not assign this Lease without the prior written consent of or notice to Lessor; provided, however, that Lessee may assign this Lease without the consent of Lessor to an affiliate or subsidiary of Lessee or to any successor in interest through a merger where Lessee is not the surviving entity or where Lessee is fully merged into a third party entity (a "Pre-Approved Assignment") provided the assignee shall have a net worth value at least [redacted]. As to transfers or assignments which do not constitute a Pre-Approved Assignment, Lessee is required to obtain Lessor's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned nor delayed. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns and shall promptly notify Lessor of same, including such mortgagees' or holders of security interests' name and full contact information (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including

any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

20. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Liability and Indemnity. Lessee agrees to indemnify, defend and hold harmless Lessor, its successors, assigns, officers, directors, shareholders, Trustees, Alderpersons, managers, members, agents and employees (collectively, "**Lessor's Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including without limitation reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) Lessee's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) Lessee's negligent or intentional acts or omissions with regard to or in any way related to this Lease; provided, however, in no event shall Lessee indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of Lessor's Indemnified Person's contributory negligence or other fault, Lessor's Indemnified Person shall not be indemnified hereunder to the extent that Lessor's Indemnified Person's negligence or other fault caused such Losses. Lessee will also indemnify Lessor from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Lessee. To the extent permissible by law, Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the gross negligence or willful misconduct of Lessor or Lessor's successors, assigns, officers, directors, shareholders, Trustees, Alderpersons, managers, members, agents and employees occurring in or about the Parent Parcel. Such indemnification from Lessor shall expressly exclude any claims of any kind related to the public utilities serving the Parent Parcel. Nothing contained in this Lease agreement is intended to be a waiver or estoppel of the Lessor or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, neither the Lessor nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

The duties described herein survive termination of this Lease.

22. Right of First Refusal; Sale of the Premises. If Lessor elects to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to

accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer. The rights granted in this Paragraph 22 shall immediately terminate and be deemed null and void upon termination of this Lease for any reason.

23. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any. Prevailing party means the party determined by the court to have most nearly prevailed even is such party did not prevail in all matters.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(j) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a purpose similar to the Intended Use as set forth herein, on or adjacent to the Parent Parcel.

(k) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

CITY OF CEDARBURG, a Wisconsin incorporated municipality

By: Patricia Thome
Name: Patricia Thome
Title: Mayor
Date: 6.12.24

By: Tracie Sette
Name: Tracie Sette
Title: City Clerk
Date: 6-12-2024

LESSOR ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
)
COUNTY OF OZAUKEE)

This instrument was acknowledged before me on June 12, 2024, (date) by Patricia Thome and Tracie Sette, as Mayor and Clerk of City of Cedarburg, a Wisconsin incorporated municipality, on behalf of the incorporated municipality.

Jessica J. Campolo
Notary Public
Print Name Jessica J. Campolo
My commission expires: 12/29/2025

JESSICA J. CAMPOLO
Notary Public
State of Wisconsin

(seal)

JESSICA J. CAMPOLO
Notary Public
State of Wisconsin

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: 6/6/24

LESSEE ACKNOWLEDGEMENT:

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

This instrument was acknowledged before me on June 6, 2024, (date) by Mike Smith, CFO of TowerCo 2013 LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public
Print Name Jill E. Harvey
My commission expires: 7/26/2025

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires

(seal)

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2025

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

Outlot 2 of the attached Certified Survey Map No. 4262 recorded in the Ozaukee County Register of Deeds office on May 28, 2024, at 11:06 a.m. as Document No. 1159177, a division of Lot 3 in Certified Survey Map No. 4117, being a part of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

CERTIFIED SURVEY MAP NO. 4262

A division of Lot 3 in Certified Survey Map No. 4117, being a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

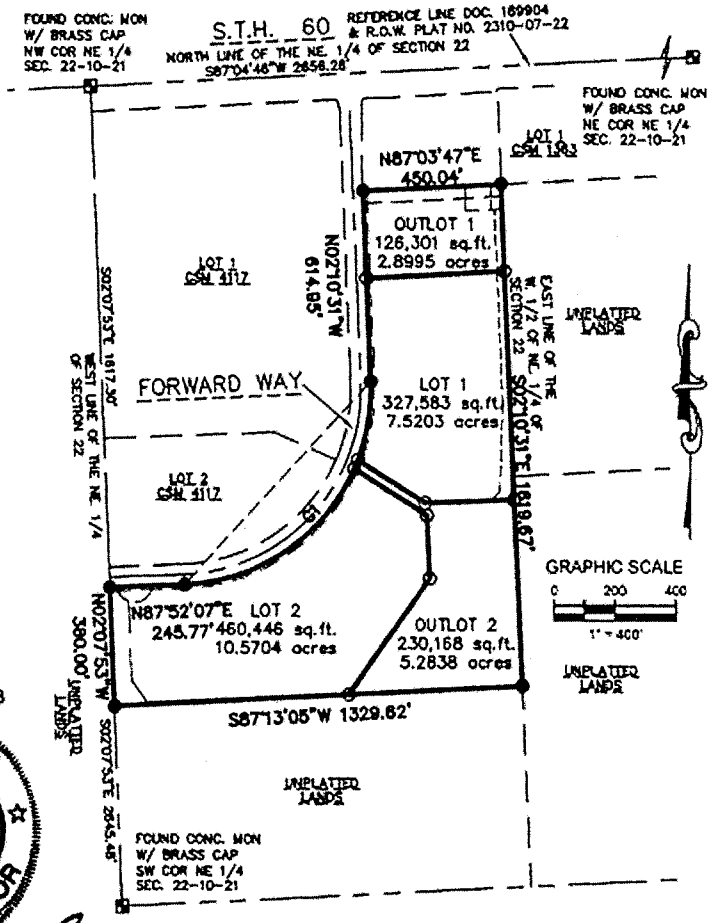
● INDICATES FOUND 1" IRON PIPE

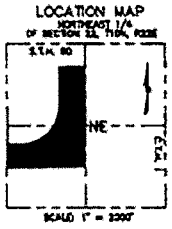
O INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NE 1/4 OF SECTION 22, T 10 N, R 21 E, WHICH BEARS S02°07'53"E . WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SEE SHEETS 2 & 3 FOR LOT DETAILS.
SEE SHEET 6 FOR CURVE TABLE.

OUTLOTS 1 AND 2 TO BE RETAINED BY THE CITY OF CEDARBURG FOR STORM WATER PURPOSES





6/20/2023
Revised 10/5/2023

WISCONSIN
WILLIAM R. HENRICHS
S-2419
WAUKESHA, WI
LAND SURVEYOR

raSmith

Sheet 1 of 6 Sheets

Parcel No. 13-022-03-000.02

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 90' x 37' (3,330) square foot tract of land located on the Parent Parcel, together with easements for ingress, egress and utilities described or depicted as follows:

(see attached)

Note: Lessee shall replace this Exhibit with a survey and metes and bounds legal description within 120 days of the Effective Date of this Lease. Actual locations of the utility easement(s) may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations. The final survey, depicting the Premises and location(s) of utility easements, shall be subject to Lessor's prior written approval.

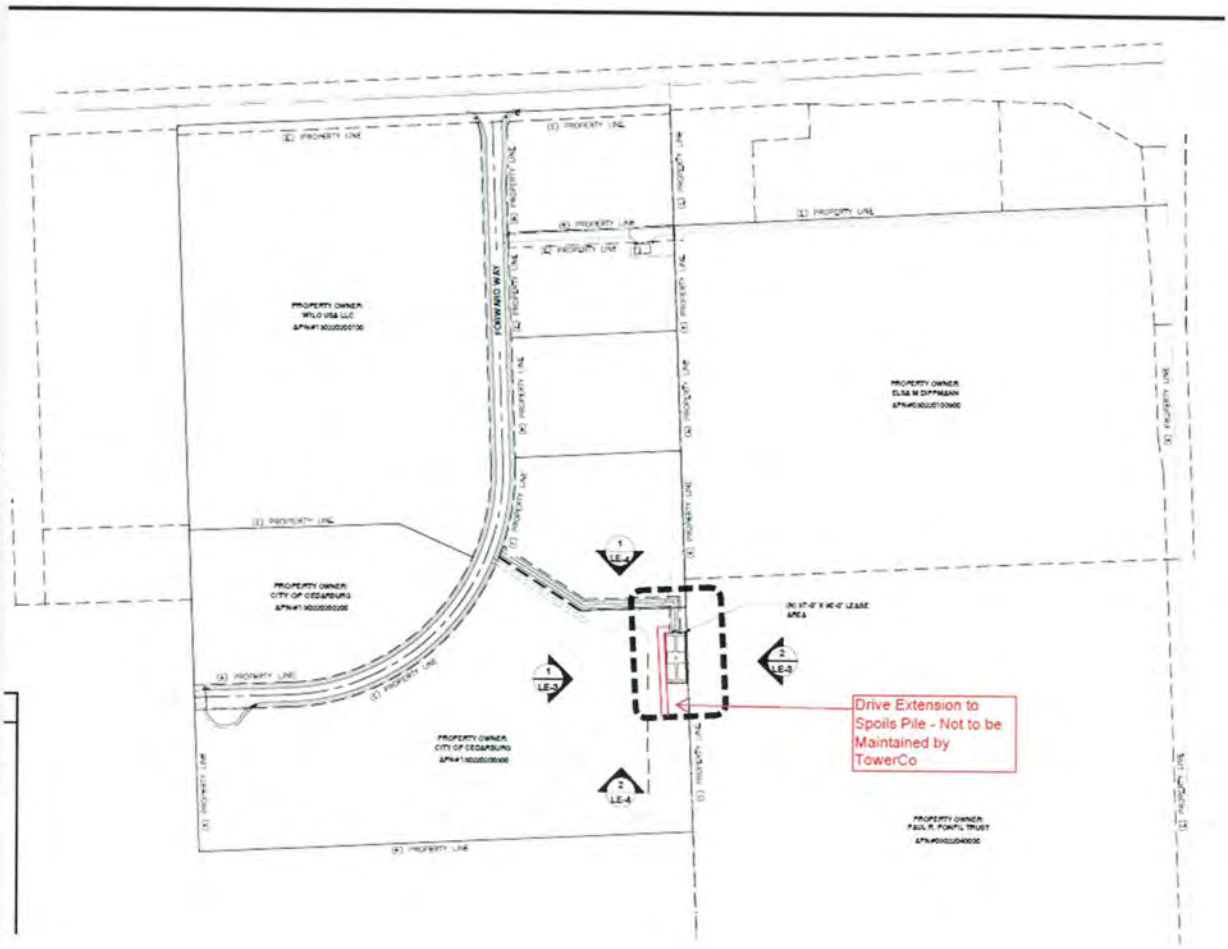

Drive Extension to Spoils Pile - Not to be Maintained by TowerCo

Photo Simulations
Proposed New Multi-Carrier Wireless Telecom Facility – Cedarburg, WI
TowerCo Site WI0353 - 195’ Monopole

View Locations

KENDALL COMMUNICATIONS

Photo Simulations
Proposed New Multi-Carrier Wireless Telecom Facility – Cedarburg, WI
TowerCo Site WI0353 - 195’ Monopole

View with Proposed Facility

KENDALL COMMUNICATIONS

Photo Simulations
Proposed New Multi-Carrier Wireless Telecom Facility – Cedarburg, WI
TowerCo Site WI0353 – 195' Monopole

View 1 – Before
Hilltop Dr. Looking East

View 1 – After
Not Visible

KENDALL COMMUNICATIONS

Photo Simulations
Proposed New Multi-Carrier Wireless Telecom Facility – Cedarburg, WI
TowerCo Site WI0353 – 195’ Monopole

View 2 – Before

View 2 – After

Route 60 Looking South

KENDALL COMMUNICATIONS

Photo Simulations
Proposed New Multi-Carrier Wireless Telecom Facility – Cedarburg, WI
TowerCo Site WI0353 – 195’ Monopole

View 3 – Before

View 3 - After

County Road I Looking West

KENDALL COMMUNICATIONS

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

DRIVING DIRECTIONS

STARTING AT O'HARE INTERNATIONAL AIRPORT
10000 W BALMORAL AVE, CHICAGO, IL 60666:

GET ON I-190. HEAD SOUTHWEST ON I-190 W. TAKE THE BESSIE COLEMAN DR EXIT TOWARD AIRPORT TERMINAL 5/A.R.F.F. STAGING AREA D. TURN RIGHT ONTO BESSIE COLEMAN DR. TAKE I-294 S TO IL-38 W/ROOSEVELT RD IN PROVISO TOWNSHIP. TAKE EXIT 30B FROM I-294 N. TAKE EXIT 1D TOWARD I-294 S/INDIANA/S TOLLWAY. USE THE RIGHT 3 LANES TO TAKE THE 22ND ST EXIT. KEEP RIGHT AT THE FORK AND MERGE ONTO W CERMAK RD. USE THE RIGHT LANE TO MERGE ONTO I-294 N VIA THE RAMP TO WISCONSIN. TAKE EXIT 30B FOR IL-38/ROOSEVELT RD W. CONTINUE ON IL-38 W/ROOSEVELT RD. DRIVE TO W HIGHRIDGE RD IN VILLA PARK. MERGE ONTO IL-38 W/ROOSEVELT RD. TURN RIGHT ONTO ARDMORE AVE. TURN LEFT ONTO W HIGHRIDGE RD. SITE WILL BE LOCATED ON THE LEFT HAND SIDE.

SCAN FOR DRIVING DIRECTIONS

TOWERCO SITE ID: WI0353
AT&T SITE NUMBER: WI0353 - 12876382
SITE NAME: CEDARBURG
SITE ADDRESS: 6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012
PID: 130220300002

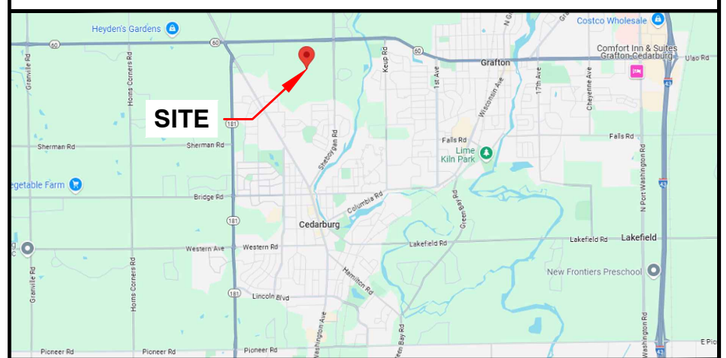
SITE INFORMATION

SITE ADDRESS:	6603 STATE ROAD 60, LOT 1 CEDARBURG, WI 53012
LATITUDE (NAD 83): LONGITUDE (NAD 83):	N43° 19' 08.8" (43.319118° N°) W87° 59' 24.7" (-87.990186° W°)
GROUND ELEVATION:	854' (AMSL)
JURISDICTION:	CITY OF CEDARBURG
ZONING:	PU
PARCEL/MAP NUMBER:	130220300002
PARCEL OWNER:	CITY OF CEDARBURG C/O MIKKO HILVO, CITY ADMINISTRATOR W63 N645 WASHINGTON AVE. CEDARBURG, WI 53012
TOWER OWNER:	TOWERCO LLC 5000 VALLEYSTONE DRIVE SUITE 200 CARY, NC 27519
STRUCTURE TYPE:	MONOPOLE TOWER
STRUCTURE HEIGHT:	195'-0" (AGL)
POWER SUPPLIER:	COMED
FIBER SUPPLIER:	AT&T

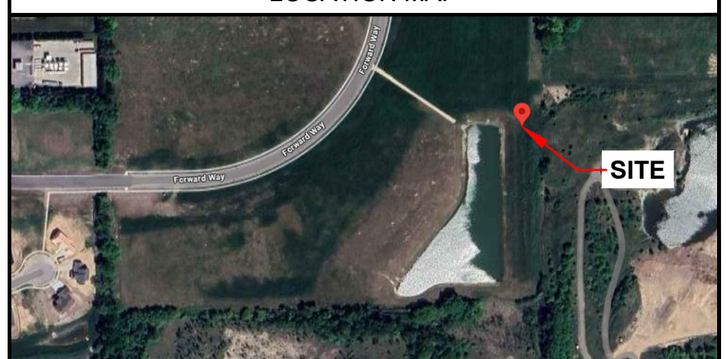
PROJECT TEAM

APPLICANT:	TOWERCO LLC 5000 VALLEYSTONE DRIVE SUITE 200 CARY, NC 27519
ARCHITECT ENGINEERING:	JOHN M. BANKS 604 FOX GLEN BARRINGTON, IL 60010 CONTACT: JOHN M. BANKS PHONE: (847) 277-0070 EMAIL: JBANKS@WESTCHESTERSERVICES.COM

VICINITY MAP



LOCATION MAP



TRUE NORTH

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2018 INTERNATIONAL BUILDING CODE
- LOCAL BUILDING CODE
- 2011 NATIONAL ELECTRICAL CODE
- 2020 NFPA 101, LIFE SAFETY CODE
- 2018 INTERNATIONAL FIRE CODE
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEERING 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELECORDIA GR-1275

CONSTRUCTION APPROVAL

TOWERCO SITE ACQUISITION MANAGER:_____ DATE: _____
TOWERCO CONSTRUCTION MANAGER:_____ DATE: _____
RF PROJECT MANAGER:_____ DATE: _____
PROJECT MANAGER:_____ DATE: _____

DRAWING INDEX

T-1	TITLE SHEET
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-2A	ENLARGED SITE PLAN
C-3	ELEVATION
C-4	FENCE DETAILS
C-5	GRADING PLAN
C-5A	EROSION CONTROL DETAILS
C-5B	RETAINING WALL DETAILS

DRAWING SCALE

THESE DRAWINGS ARE SCALED TO FULL SIZE AT 22"X34" AND HALF SIZE AT 11"X17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

SCOPE OF WORK

THIS PROJECT CONSISTS OF :

- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
- SITE WORK: NEW TOWER, UNMANNED EQUIPMENT CABINET ON CONCRETE PAD, AND UTILITY INSTALLATIONS

811
Know what's **below.**
Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN ILLINOIS, CALL ILLINOIS ONE CALL
TOLL FREE: 1-800-892-0123 OR
www.illinois1call.com

ILLINOIS STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY: RA
CHECKED BY: __

REV	DATE	DESCRIPTION
0	11/07/24	ZONING DRAWINGS
1	12/11/24	ZONING DRAWINGS
2	01/30/25	ZONING DRAWINGS
3	02/20/25	ZONING DRAWINGS
4	02/24/25	ZONING DRAWINGS

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN"

WISCONSIN
JOHN M.
BANKS
8719-005
SOUTHELGIN
ARCHITECT

EXP DATE: 07/31/26

TOWERCO SITE ID: WI0353
AT&T SITE# WI0353 – 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

VICINITY MAP
NOT TO SCALE

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JULY 22, 2024

0 50 100 200
1"=100'
GRAPHIC SCALE

FAA COORDINATE POINT

NAD 83
LATITUDE: 43°19'07.3788" (43.31871635)
LONGITUDE: −87°59'23.5847" (−87.98988464)
NAVD88
ELEVATIONS: 842.59'± AMSL

TEMPORARY BENCHMARK

LATITUDE: 43°19'09.6101" (43.31933614)
LONGITUDE: −87°59'29.6488" (−87.99156912)
ELEVATION: 850.18'
LOCATION: SET IRON ROD

GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
2. THE TYPE OF GPS UTILIZES AS NETWORK ADJUSTED REAL TIME KINEMATIC (TOPCON VRS NETWORK), WISCRS2011−OZAUKEEF.
3. TOPCON HIPER SR RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY XCEL CONSULTANTS TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT PARCEL HAS BEEN PERFORMED.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

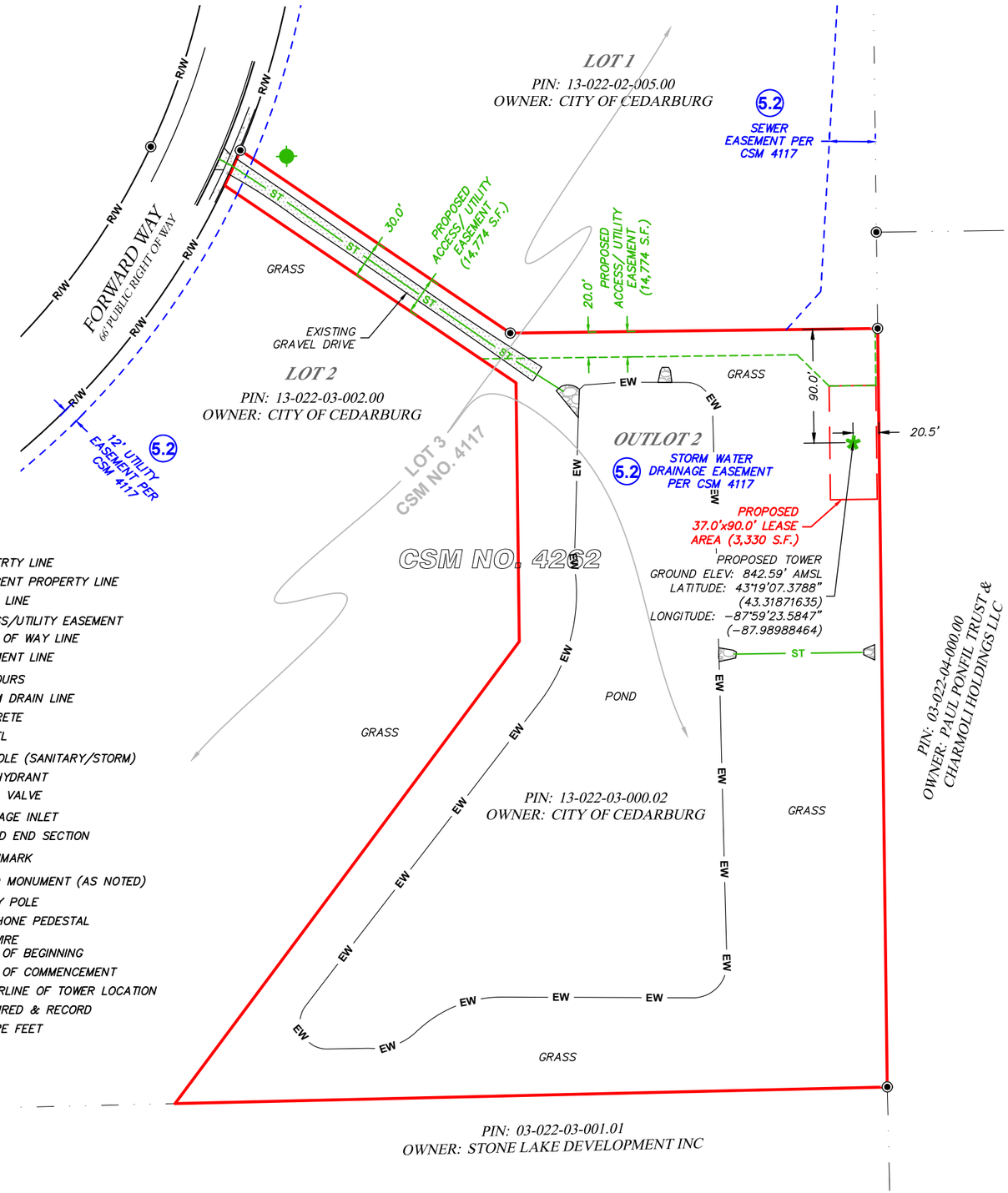
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY U.S. TITLE SOLUTIONS, FILE NO. UST76464, DATED NOVEMBER 6, 2023, PREPARED FOR THE PARENT PROPERTY.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 55089C0178F, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 4, 2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	LEASE LINE
	ACCESS/UTILITY EASEMENT
R/W	RIGHT OF WAY LINE
	EASEMENT LINE
	CONTOURS
ST	STORM DRAIN LINE
	CONCRETE
	GRAVEL
S D	MANHOLE (SANITARY/STORM)
	FIRE HYDRANT
WV	WATER VALVE
	DRAINAGE INLET
	FLARED END SECTION
	BENCHMARK
	FOUND MONUMENT (AS NOTED)
	UTILITY POLE
	TELEPHONE PEDESTAL
	GUY WIRE
...	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
*	CENTERLINE OF TOWER LOCATION
(M&R)	MEASURED & RECORD
S.F.	SQUARE FEET



SITE SURVEY

WISCONSIN
DAN J. KUEHL
3104-8
MORRISON IL
LAND SURVEYOR

I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104−8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B−1, B−1.1, B−1.2, AND B−1.3

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:

SURVEYED BY:
XCEL Consultants
120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
(O) 309−787−9988
(F) 309−756−5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 245279

SITE SURVEY

REV.	DATE	DESCRIPTION
A	9/24/24	UPDATE ACCESS ESMT
B	2/19/25	UPDATE ACCESS ESMT
C	2/24/25	ISSUED AS FINAL

SITE INFORMATION:
CEDARBURG

FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY

TAX PARCEL NUMBER:
13-022-02-003.00

PROPERTY OWNER:
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG, WI 53012

SITE NUMBER:
WI0353

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1

N

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JULY 22, 2024

0 35 70 140

1"=70'
GRAPHIC SCALE

* FAA COORDINATE POINT

NAD 83
LATITUDE: 43°19'07.3788" (43.31871635)
LONGITUDE: −87°59'23.5847" (−87.98988464)
NAVD88
ELEVATIONS: 842.59'± AMSL

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	ADJACENT PROPERTY LINE
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	ACCESS/UTILITY EASEMENT
R/W	RIGHT OF WAY LINE
	EASEMENT LINE
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ST	STORM DRAIN LINE
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	GUY WIRE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
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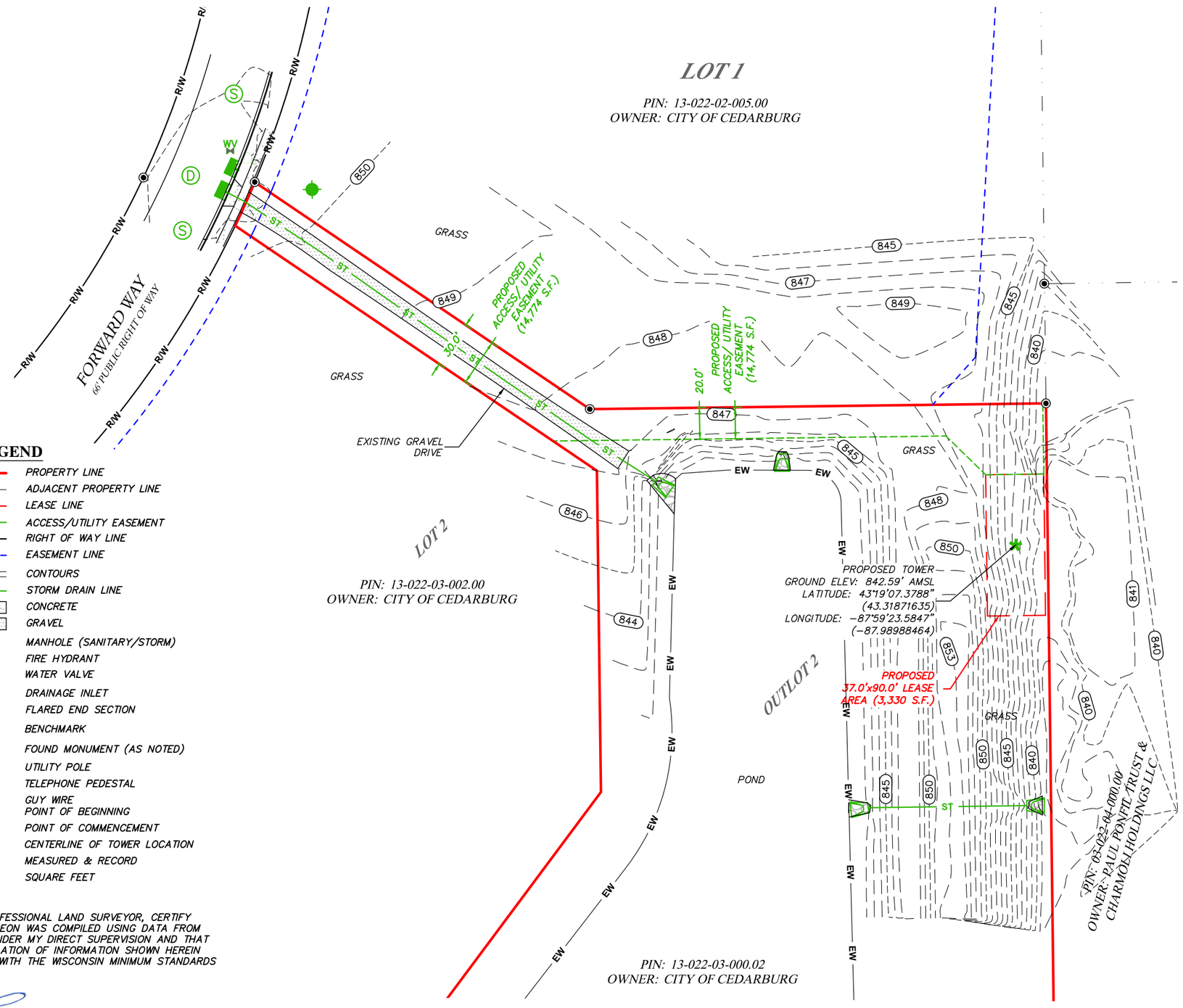
(M&R)	MEASURED & RECORD
S.F.	SQUARE FEET



SITE SURVEY

WISCONSIN
DAN J. KUEHL
3104-8
MORRISON IL
LAND SURVEYOR

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FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104-8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:

SURVEYED BY:
XCEL Consultants
120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
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XCEL PROJECT NUMBER: 245279

SITE SURVEY

REV.	DATE	DESCRIPTION
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FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY

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DRAWN BY: KJM
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SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1.1

N

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JULY 22, 2024

0 35 70 140

1"=70'
GRAPHIC SCALE

AERIAL PER MICROSOFT BING MAPS ON JULY 26, 2024

AERIAL SURVEY

PROPERTY LINE
LEASE AREA
ACCESS/UTILITY EASEMENT
CONTOURS
CENTERLINE OF TOWER LOCATION

WISCONSIN
DAN J. KUEHL
3104-8
MORRISON IL
LAND SURVEYOR

I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

FEBRUARY 24, 2025

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LICENSE NUMBER 3104-8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

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BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
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SITE SURVEY

REV.	DATE	DESCRIPTION
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SITE INFORMATION:

CEDARBURG

FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY

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13-022-02-003.00

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CEDARBURG, WI 53012

SITE NUMBER:
WI0353

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:

SITE SURVEY

THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:

B-1.2

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY XCEL CONSULTANTS, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIES OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM U.S. TITLE SOLUTIONS, FILE NO. UST76464, DATED NOVEMBER 6, 2023, PREPARED FOR THE PARENT PROPERTY.

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

4. EASEMENTS AND RIGHTS OF WAY
4.1 EASEMENT BY GEORGE KOHLWEY AND ANNA KOHLWEY TO MILWAUKEE GAS AND LIGHT CO N/K/A WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, DATED AUGUST 11, 2020, RECORDED SEPTEMBER 01, 2020, IN INSTRUMENT NO: 1100771. NOTES: PARTIAL RELEASE DOES NOT AFFECT LEASE OR EASEMENT
4.2 EASEMENT BY GEORGE KOHLWEY AND ANNA KOHLWEY TO WISCONSIN GAS AND ELECTRIC CO. N/K/A WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION, DATED AUGUST 11, 2020, RECORDED SEPTEMBER 01, 2020, IN INSTRUMENT NO: 1100770. NOTES: PARTIAL RELEASE DOES NOT AFFECT LEASE OR EASEMENT
4.3 EASEMENT BY CITY OF CEDARBURG TO WISCONSIN DEPARTMENT OF TRANSPORTATION, DATED FEBRUARY 16, 2004, RECORDED FEBRUARY 24, 2004, IN BOOK 1865, PAGE 204. NOTES: CONTROLLED ACCESS HIGHWAY
4.4 HIGHWAY DEDICATED IN BOOK 138, PAGE 610. DOES NOT AFFECT LEASE OR EASEMENT
4.5 LAND DEDICATED FOR HIGHWAY PURPOSES IN BOOK 138, PAGE 610. DOES NOT AFFECT LEASE OR EASEMENT

5. OTHER RECORDED DOCUMENTS
5.1 NOTICE OF ASSESSMENT ROLL CHANGE RECORDED OCTOBER 23, 2020, IN INSTRUMENT NO: 1104496.
5.2 CERTIFIED SURVEY MAP NO. 4117 RECORDED OCTOBER 14, 2020, IN INSTRUMENT NO: 1103716. EASEMENT AS SHOWN
5.3 ORDINANCE DATED JUNE 17, 2005, RECORDED JUNE 20, 2005, IN INSTRUMENT NO: 819899. DOCUMENT REFERENCES PROPERTY – NOTHING TO PLOT

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

LOT 3, OF CERTIFIED SURVEY MAP NO. 4117, RECORDED ON 10/14/2020 IN INSTRUMENT NUMBER 1103716, OZAUKEE COUNTY, WI.

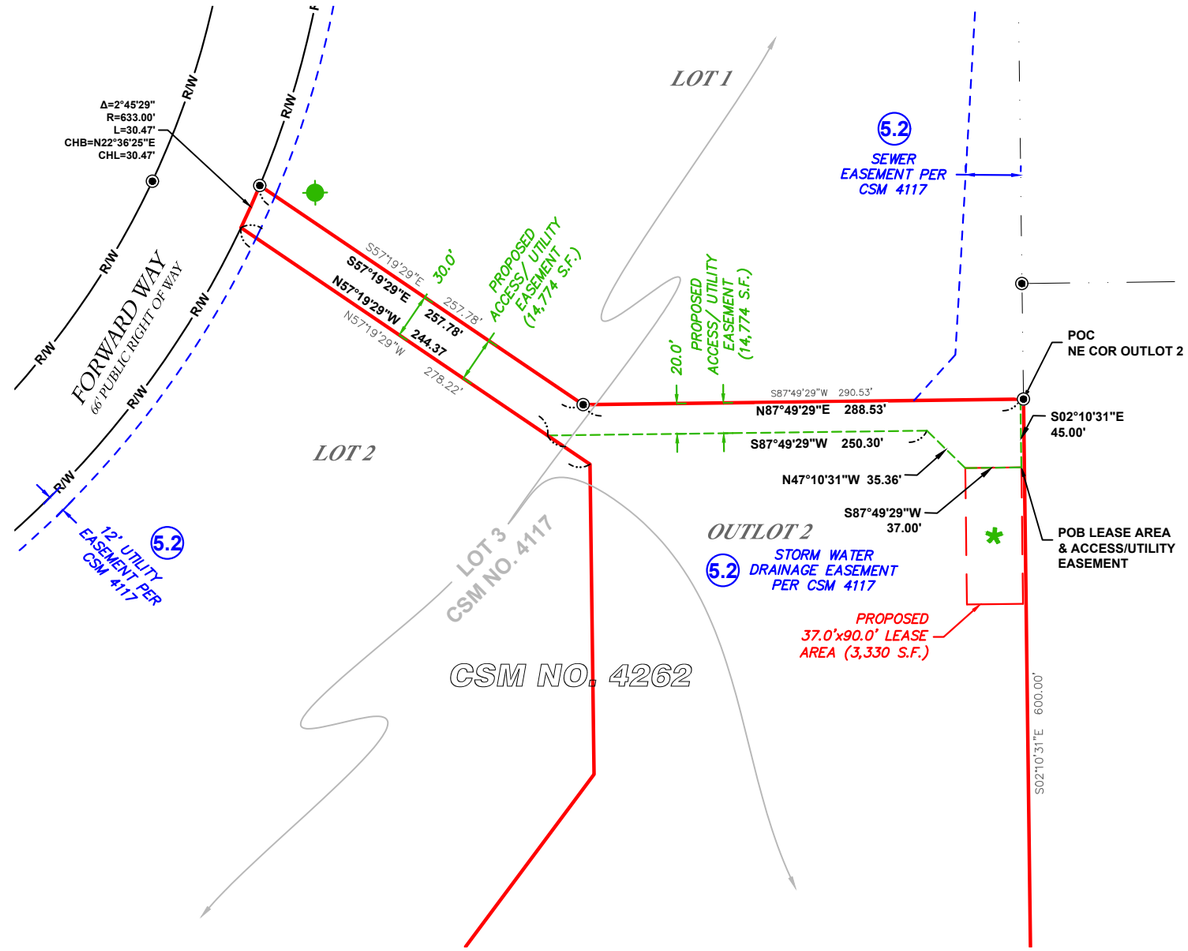
SURVEYOR'S NOTE: CSM4117 HAS BEEN SUPERCEDED BY CSM4262 AND REVISED LOT CONFIGURATION IS AS SHOWN

PROPOSED LEASE AREA:

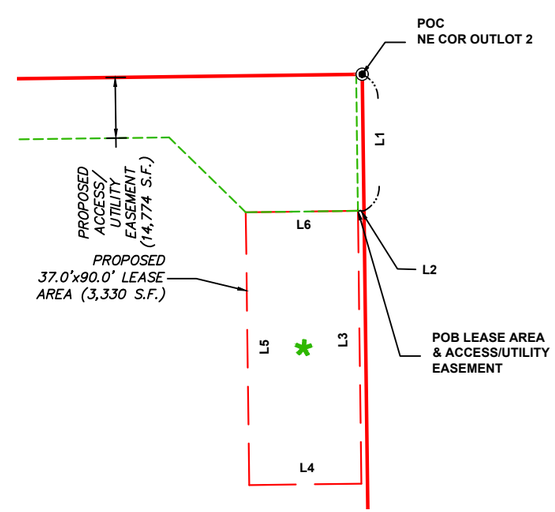
A PART OF OUTLOT 2 OF CSM 4262, PER INSTRUMENT NO. 1159177, BEING A PART OF LOT 3, OF CSM 4117, PER INSTRUMENT NO. 1103716, OZAUKEE COUNTY, WI, MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE NE CORNER OF SAID OUTLOT 2; THENCE S02°10'31"E, ALONG THE EAST LINE OF SAID OUTLOT 2, 45.00 FEET; THENCE S87°49'29"W, 2.00 FEET TO THE POINT OF BEGINNING FOR THE LEASE AREA HEREIN INTENDED TO BE DESCRIBED: THENCE S02°10'31"E, 90.00 FEET; THENCE S87°49'29"W, 37.00 FEET; THENCE N02°10'31"W, 90.00 FEET; THENCE N87°49'29"E, 37.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,330 SQUARE FEET.

PROPOSED ACCESS/UTILITY EASEMENT:

A PART OF LOT 1 AND OUTLOT 2 OF CSM 4262, PER INSTRUMENT NO. 1159177, BEING A PART OF LOT 3, OF CSM 4117, PER INSTRUMENT NO. 1103716, OZAUKEE COUNTY, WI, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NE CORNER OF SAID OUTLOT 2; THENCE S02°10'31"E, ALONG THE EAST LINE OF SAID OUTLOT 2, 45.00 FEET; THENCE S87°49'29"W, 2.00 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT AREA HEREIN INTENDED TO BE DESCRIBED: THENCE S87°49'29"W, 37.00 FEET; THENCE N47°10'31"W, 35.36 FEET; THENCE S87°49'29"W, 250.30 FEET; THENCE N57°19'29"W, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT 2, 244.37 FEET TO THE SOUTHEASTERLY LINE OF FORWARD WAY; THENCE NORTHEASTERLY, ALONG THE SAID SOUTHEASTERLY LINE OF FORWARD WAY, BEING THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC LENGTH OF 30.47 FEET, CHORD OF SAID CURVE BEARS N22°36'25"E, 30.47 FEET; THENCE S57°19'29"E, ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, 257.78 FEET; THENCE N87°49'29"E, ALONG THE NORTH LINE OF SAID OUTLOT 2, 288.53 FEET; THENCE S02°10'31"E, 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14,774 SQUARE FEET.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°10'31"E	45.00'
L2	S87°49'29"W	2.00'
L3	S02°10'31"E	90.00'
L4	S87°49'29"W	37.00'
L5	N02°10'31"W	90.00'
L6	N87°49'29"E	37.00'



WISCONSIN
DAN J. KUEHL
3104-8
MORRISON IL
LAND SURVEYOR

I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104–8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B–1, B–1.1, B–1.2, AND B–1.3

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:

SURVEYED BY:
XCEL Consultants
120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
(O) 309–787–9988
(F) 309–756–5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 245279

SITE SURVEY

REV.	DATE	DESCRIPTION
A	9/24/24	UPDATE ACCESS ESMT
B	2/19/25	UPDATE ACCESS ESMT
C	2/24/25	ISSUED AS FINAL

SITE INFORMATION:
CEDARBURG

FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY

TAX PARCEL NUMBER:
13-022-02-003.00

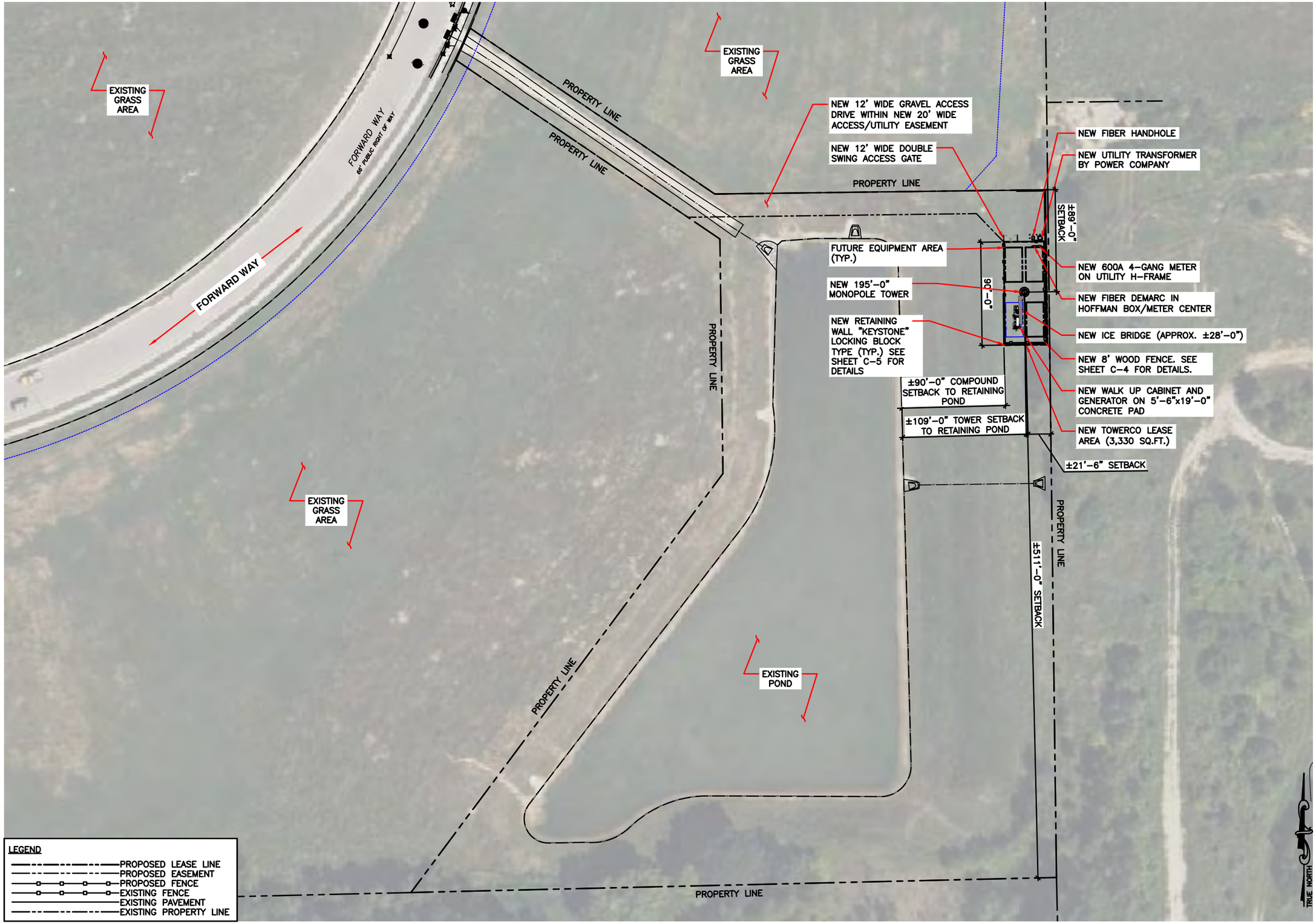
PROPERTY OWNER:
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG, WI 53012

SITE NUMBER:
WI0353

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1.3



OVERALL SITE PLAN

40' 0 20' 40'

SCALE: 1" = 40'-0" (24x36)
(OR) 1/2" = 40'-0" (11x17)

1

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

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FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY:	RA
CHECKED BY:	—

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1	12/11/24	ZONING DRAWINGS
2	01/30/25	ZONING DRAWINGS
3	02/20/25	ZONING DRAWINGS
4	02/24/25	ZONING DRAWINGS

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WISCONSIN
JOHN M. BANKS
8719-005
SOUTH ELGIN, IL
ARCHITECT

EXP DATE: 07/31/26

TOWERCO SITE ID: W10353
AT&T SITE# W10353 – 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
    MAXIMUM SOIL LIFTS:
    JUMPING JACK – 3"
    CROWS FOOT TRENCH ROLLER – 6"
    HOE OPERATED VIBRATORY PLATE – 8"
    WHEELED VIBRATORY SOIL COMPACTOR – 12"
    *LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
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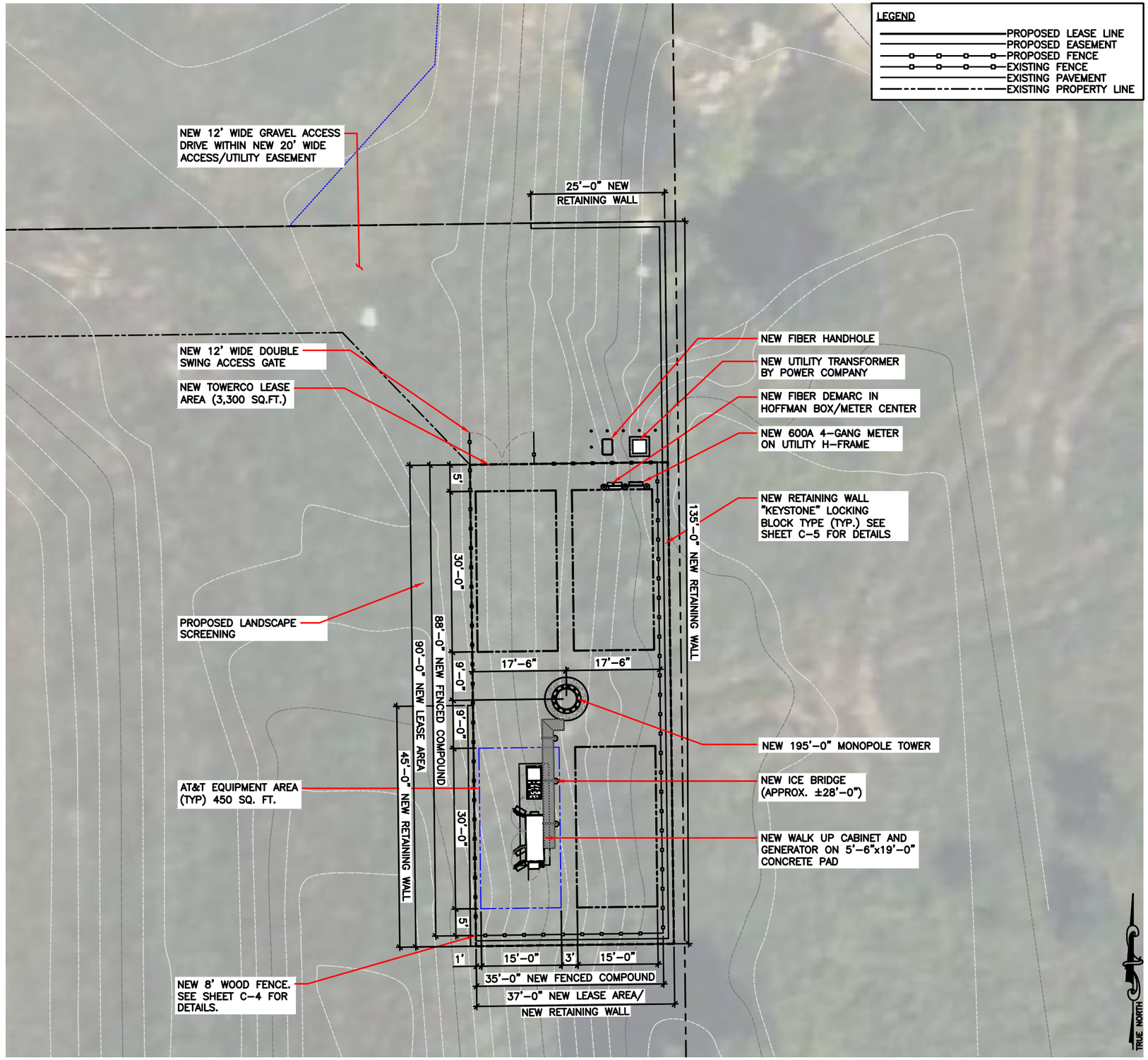
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.



ENLARGED SITE PLAN

0 5' 10'

SCALE: 1" = 10'-0" (24x36)
(OR) 1/2" = 10'-0" (11x17)

1

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

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EMAIL :JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY:	RA
CHECKED BY:	—

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WISCONSIN JOHN M. BANKS 8719-005 SOUTH ELGIN ILLINOIS ARCHITECT

EXP DATE: 07/31/26

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AT&T SITE# W10353 – 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2

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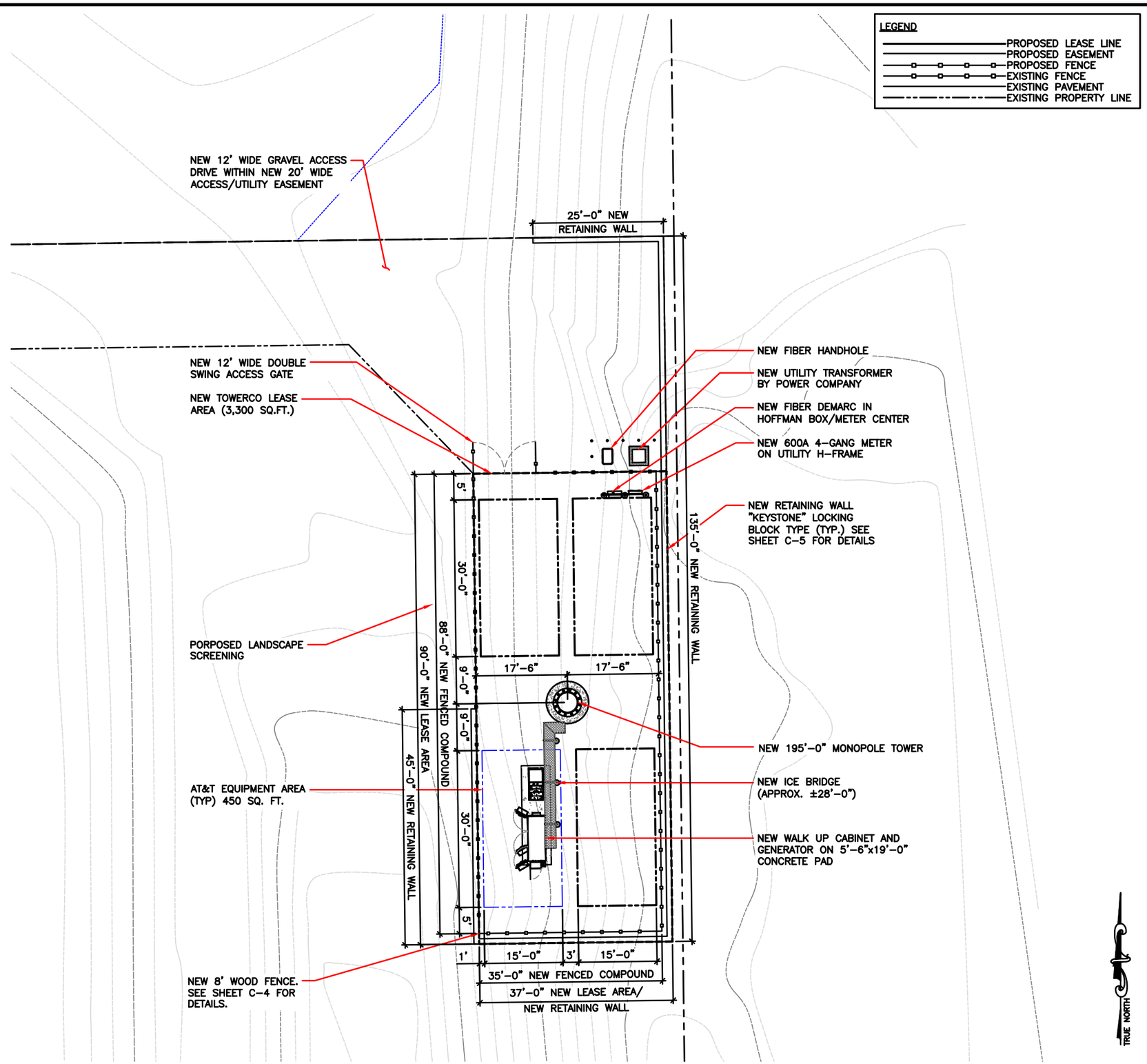

ENLARGED SITE PLAN

0 5' 10'

SCALE: 1" = 10'-0" (24x36)
(OR) 1/2" = 10'-0" (11x17)

1

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
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DRAWN BY: RA
CHECKED BY: —

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WISCONSIN JOHN M. BANKS 8719-005 SOUTH ELGIN IL ARCHITECT

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AT&T SITE# WI0353 – 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2A

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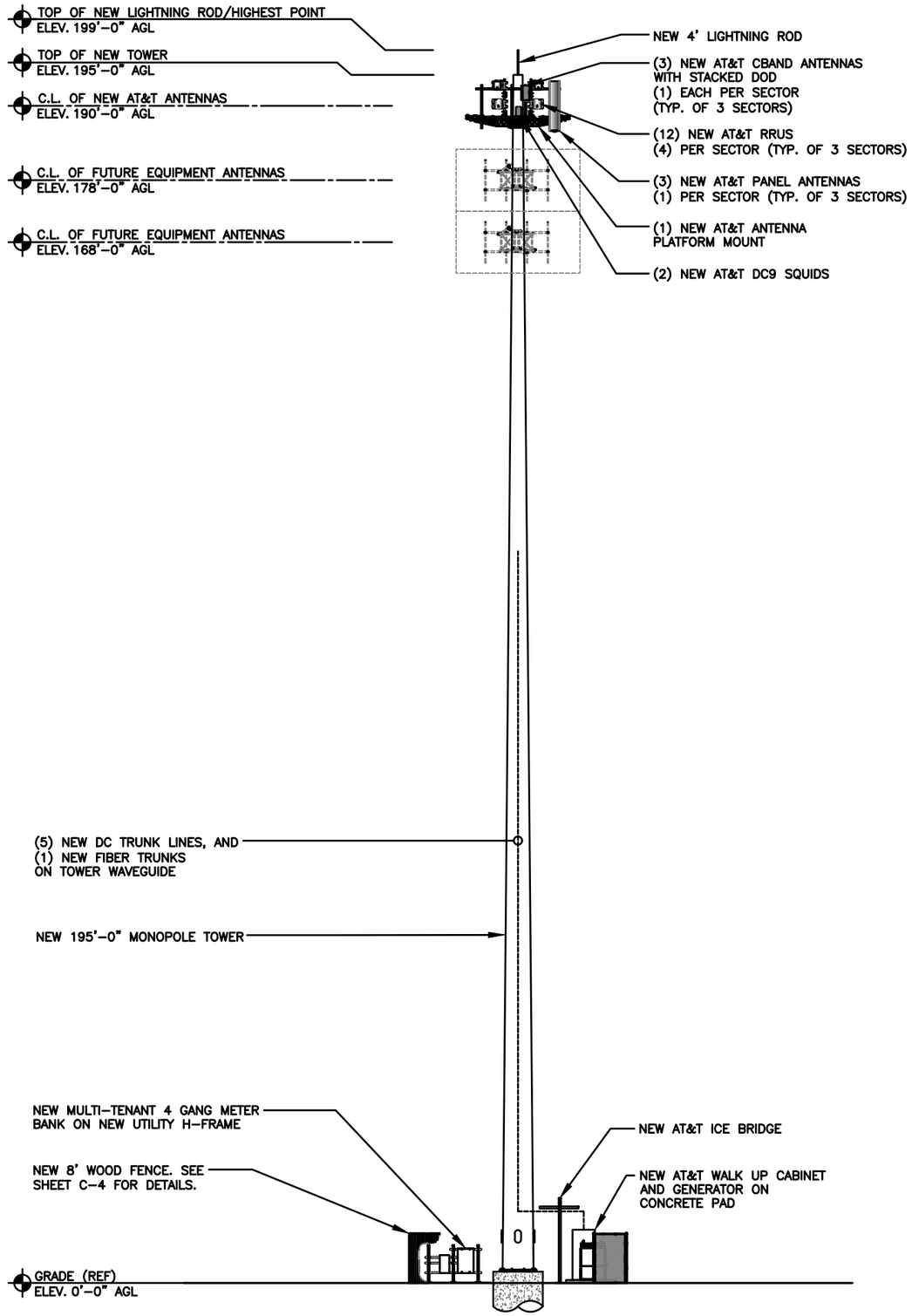

NOTE:
TOWER STRUCTURAL ANALYSIS AND DESIGN BY OTHERS
TOWER FOUNDATION ANALYSIS AND DESIGN BY OTHERS

NOTE:
GENERAL CONTRACTOR SHALL MAKE SURE SAFETY CLIMB IS 100% FREE OF CABLES AND MOUNTS AFTER INSTALL IS COMPLETE.

NORTH ELEVATION

0 3' 6' 12'
SCALE: 3/32" = 1'-0" (24x36)
(OR) 3/64" = 1'-0" (11x17)

1

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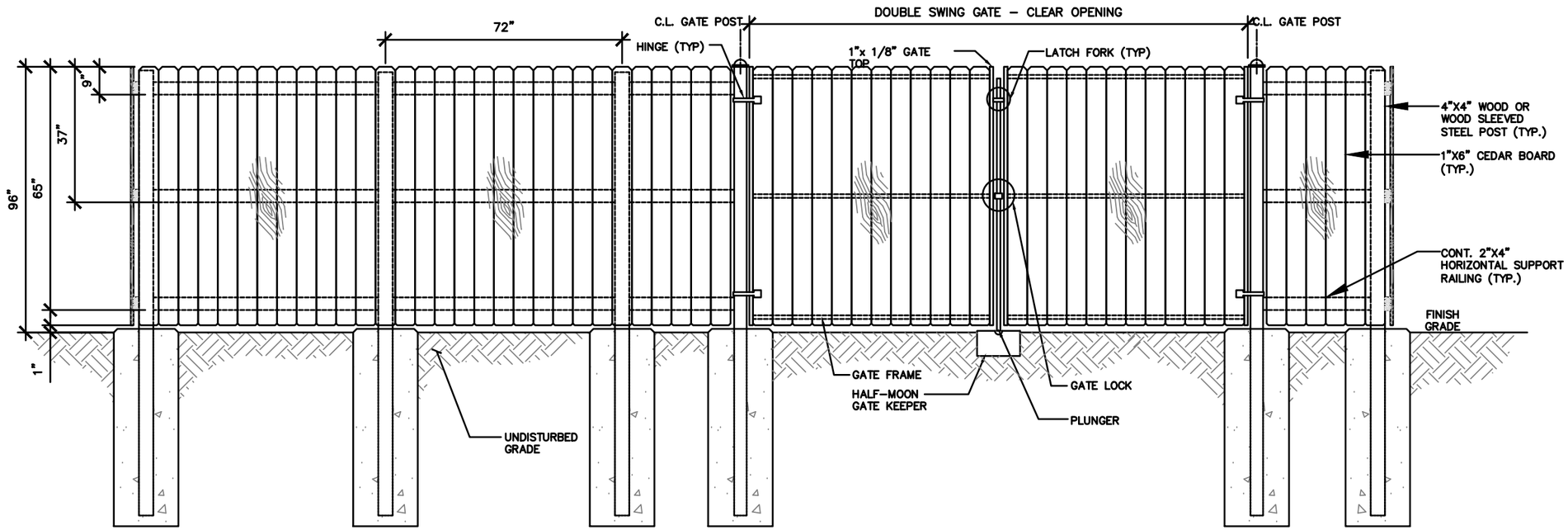

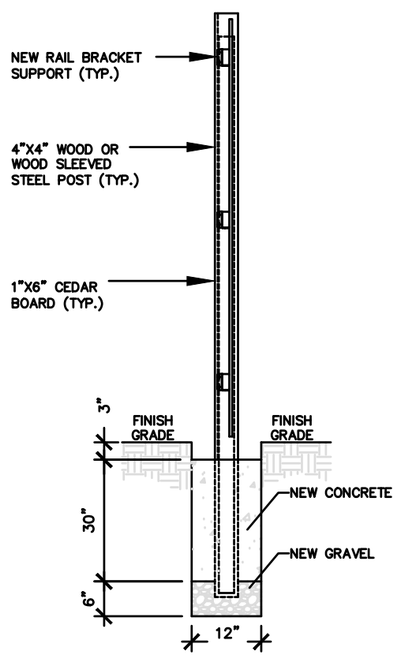

FENCE NOTES:

1. FENCING MATERIAL SHALL BE OF PRESSURE TREATED CEDAR, GRADE "A" MATERIAL
2. FENCE TO MATCH EXISTING FENCE IN APPEARANCE
3. ALL CONCRETE FOOTINGS SHALL BE 3000 PSI
4. ALL RAILS AND PICKETS TO BE ATTACHED W/GLUE OR STAINLESS HARDWARE

WOOD FENCE DETAILS

SCALE N.T.S.

1

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SHEET TITLE

FENCE DETAILS

SHEET NUMBER

C-4

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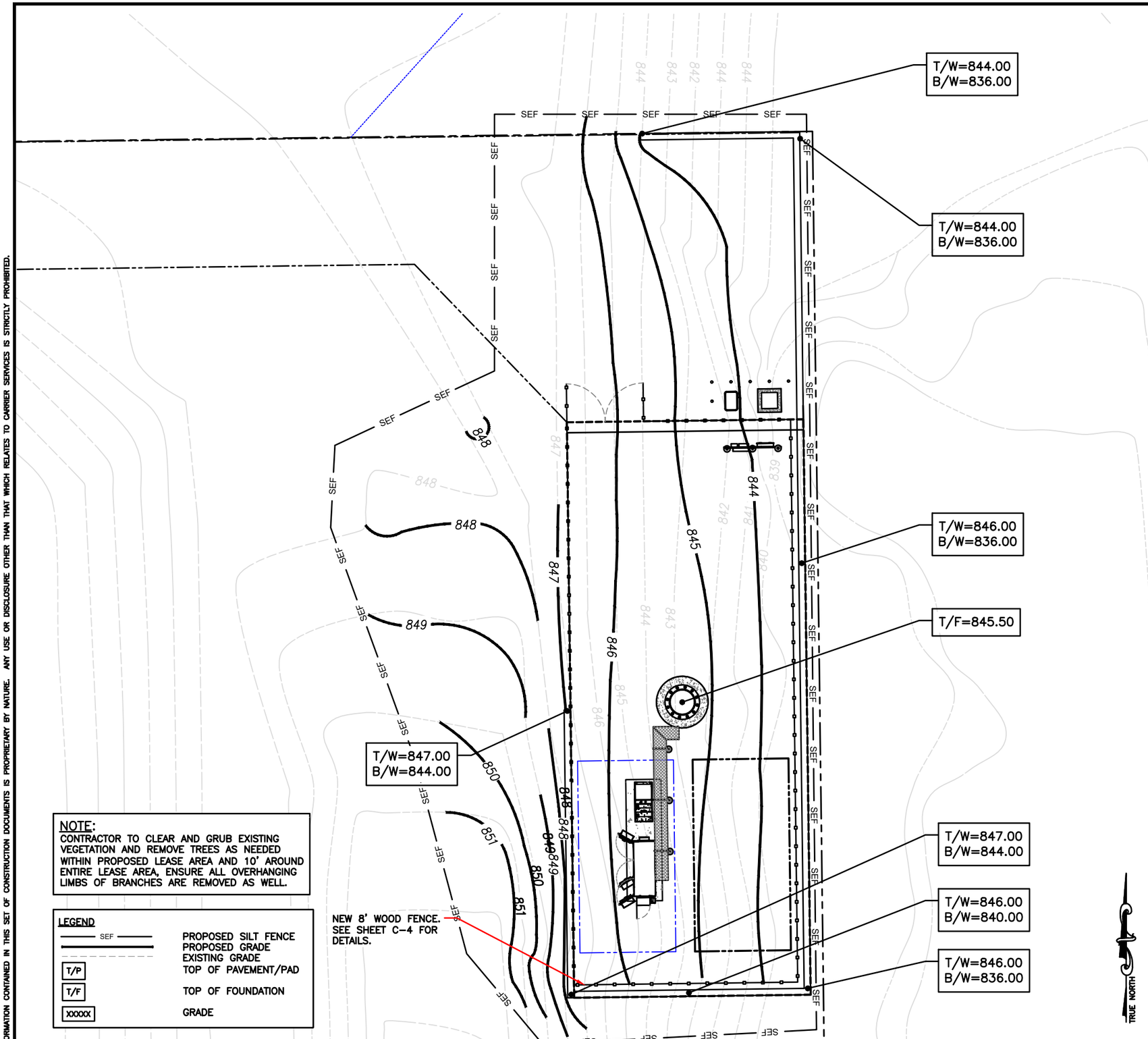

NOTE:
CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN PROPOSED LEASE AREA AND 10' AROUND ENTIRE LEASE AREA, ENSURE ALL OVERHANGING LIMBS OF BRANCHES ARE REMOVED AS WELL.

LEGEND

SEF	PROPOSED SILT FENCE
	PROPOSED GRADE
	EXISTING GRADE
T/P	TOP OF PAVEMENT/PAD
T/F	TOP OF FOUNDATION
XXXXX	GRADE

GRADING PLAN

0 2' 4' 8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

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TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

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BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

JOHN M. BANKS
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TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY: RA
CHECKED BY: —

REV	DATE	DESCRIPTION
0	11/07/24	ZONING DRAWINGS
1	12/11/24	ZONING DRAWINGS
2	01/30/25	ZONING DRAWINGS
3	02/20/25	ZONING DRAWINGS
4	02/24/25	ZONING DRAWINGS

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN"

WISCONSIN
JOHN M. BANKS
8719-005
SOUTH ELGIN, IL
ARCHITECT

EXP DATE: 07/31/26

TOWERCO SITE ID: WI0353
AT&T SITE# WI0353 – 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

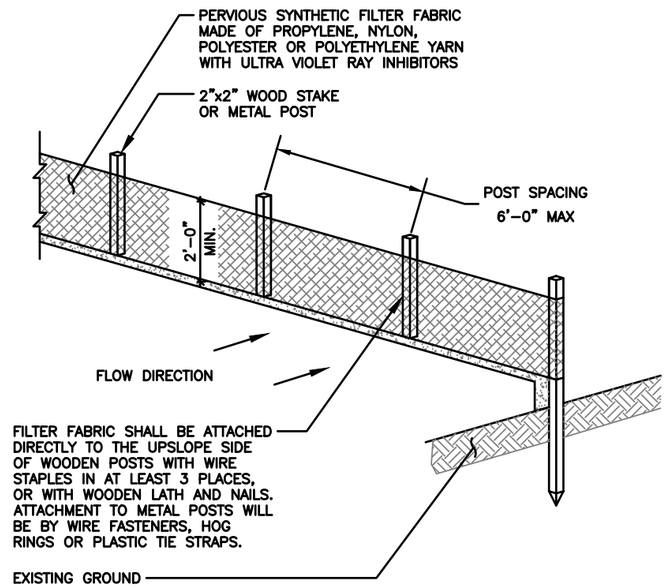
SHEET TITLE
GRADING PLAN

SHEET NUMBER
C-5

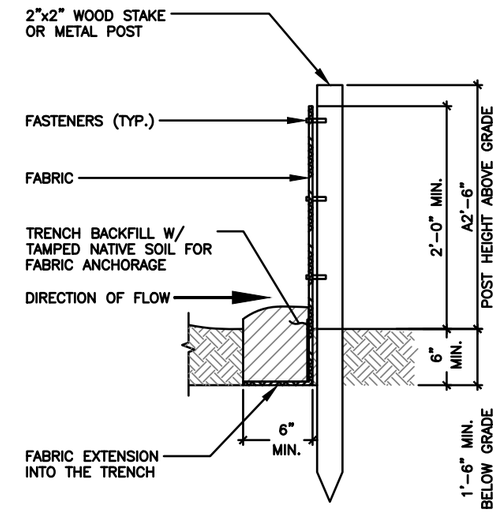
1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE APPLICABLE STATE ADOPTED "PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL" AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE PROVIDED AS SHOWN ON THE PLAN. THE CONDITION OF THE FENCE SHALL BE INSPECTED REGULARLY AND AFTER EVERY RAINSTORM THAT MIGHT PRODUCE RUNOFF. DAMAGED OR DETERIORATED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION
3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING
4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE
5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT
6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT
7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER
8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED
9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER
10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY
11. REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SOD AND TOPSOIL AT THE COMPLETION OF THE PROJECT
12. SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED

SOIL EROSION & SEDIMENT CONTROL NOTES

SCALE N.T.S. | 4



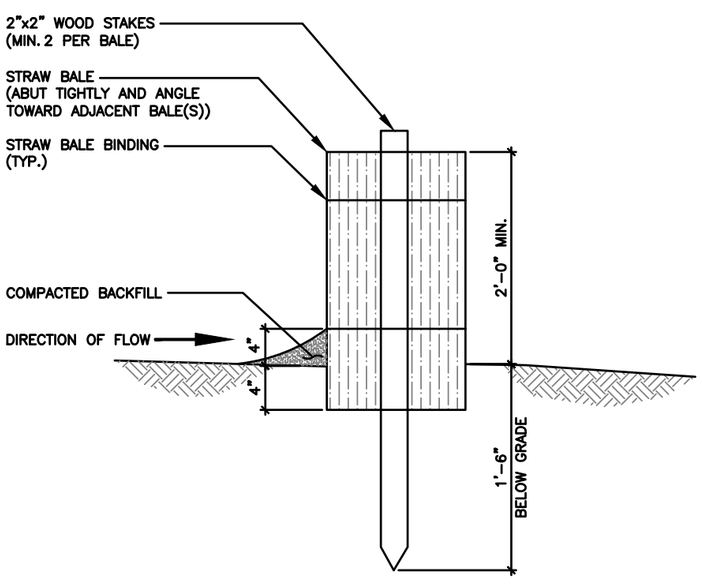
ISOMETRIC VIEW



SECTION VIEW

EROSION CONTROL - SILT FENCE

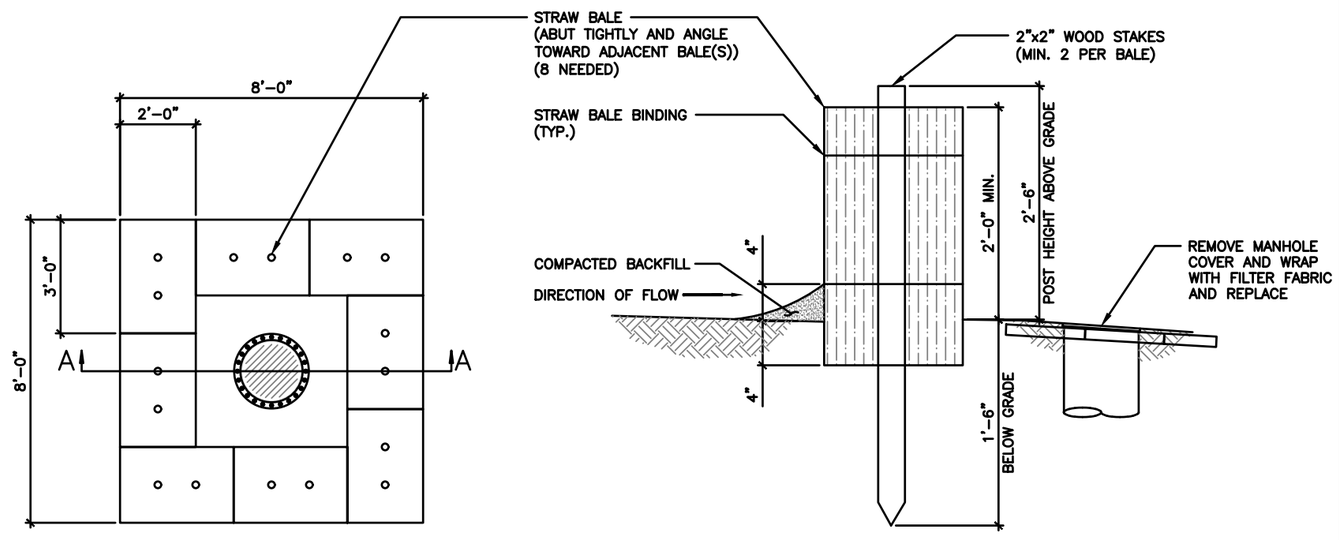
SCALE N.T.S. | 2



SECTION VIEW

EROSION CONTROL - STRAW BALE (OPTIONAL)

SCALE N.T.S. | 3



SECTION VIEW A–A

EROSION CONTROL - STRAW BALE AT STORM INLET MANHOLE (IF NEEDED SEE PLANS)

SCALE N.T.S. | 1

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WISCONSIN JOHN M. BANKS 8719-005 SOUTH ELGIN ILLINOIS ARCHITECT

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AT&T SITE# W10353 – 12876382
AT&T SITE NAME: CEDARBURG

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CEDARBURG, WI 53012

SHEET TITLE
EROSION CONTROL DETAILS

SHEET NUMBER
C-5A

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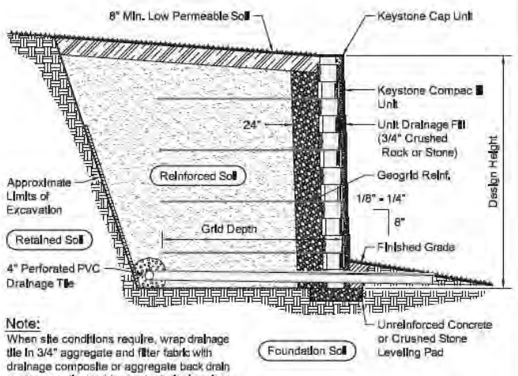
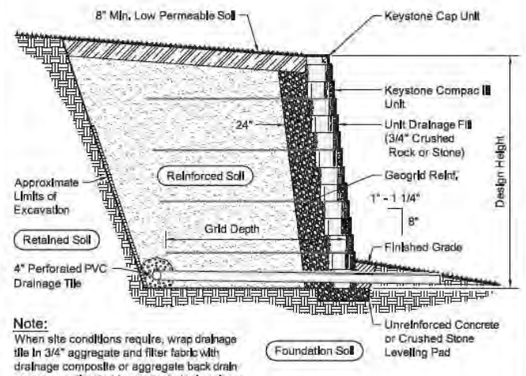


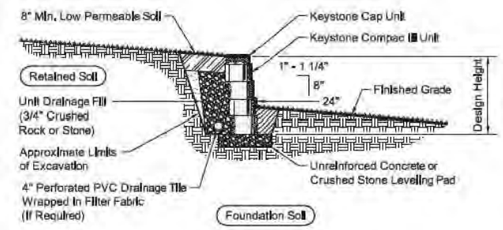
Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section
Compac III Unit - Near Vertical Setback



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section
Compac III Unit - 1" Setback



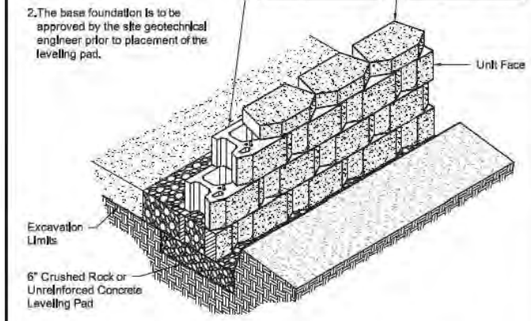
Typical Gravity Wall Section
Compac III Unit - 1" Setback

Base Leveling Pad Notes:

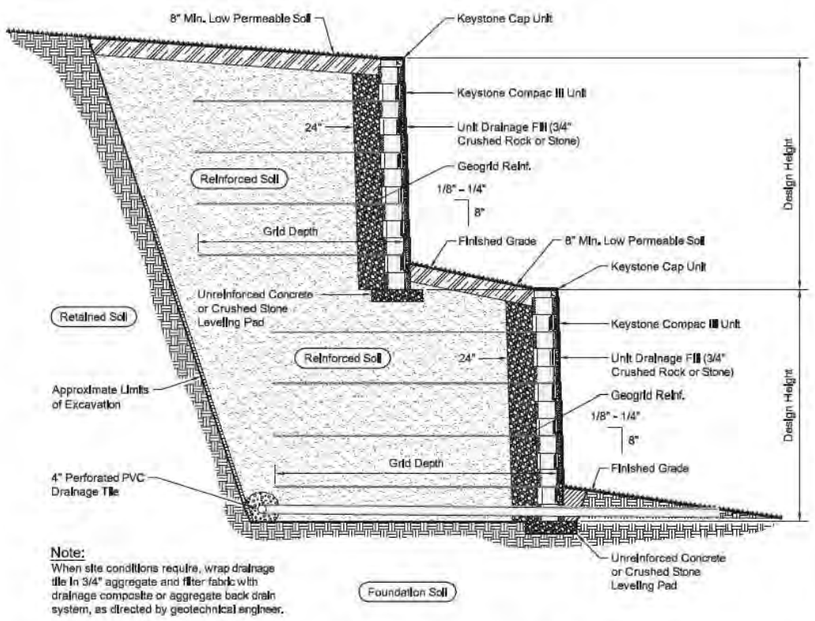
1. The leveling pad is to be constructed of crushed stone or 2,000 psi± unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

Compac III Unit	
Width:	18"
*Depth:	12"
Height:	8"
*Weight:	71 lbs

Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	45 lbs

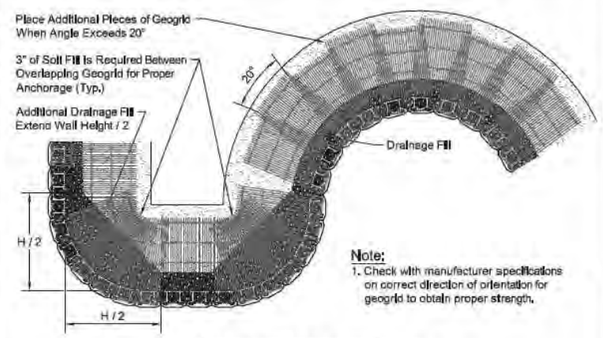


Compac III Unit/Base Pad Isometric Section View
* Dimensions & Weight May Vary by Region



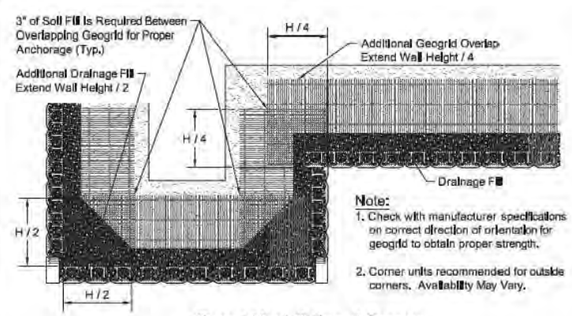
Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Tiered Wall Section
Compac III Unit - Near Vertical Setback



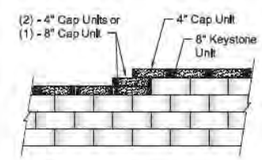
Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.

Geogrid Installation on Curves



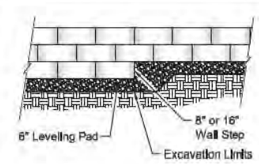
Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

Geogrid Installation at Corners

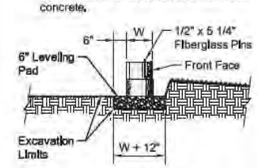


Note:
1. Secure all cap units with Keystone Kapseal or equal.

Top of Wall Steps

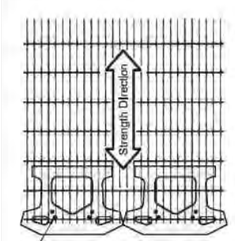


Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi ± unreinforced concrete.



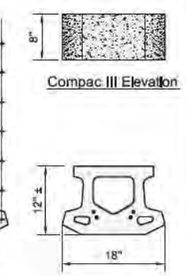
Section

Leveling Pad Detail



Geogrid is to be Placed on Level Backfill and Extended Over the Fiberglass Pins. Place Next Unit. Pull Grid Taught and Backfill. Stake as required.

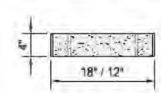
Grid & Pin Connection



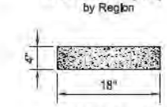
Compac III Elevation

Compac III Plan

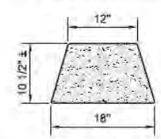
Compac III Unit
* Dimensions May Vary by Region



Cap Unit Elevation

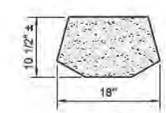


Cap Unit Elevation



Cap Unit Plan

Universal Cap Unit Option
* Dimensions & Availability Will Vary by Region



Cap Unit Plan

3-Plane Split Cap Unit Option
* Dimensions & Availability Will Vary by Region

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SHEET TITLE
RETAINING WALL DETAILS

SHEET NUMBER
C-5B

KEYSTONE RETAINING WALL DETAILS - TYPICAL WALL DETAILS

SCALE N.T.S.

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky
Date Prepared: May 5, 2025

General Information:

Agenda Item: 6.B.

Property Owner/Applicant:	Sierzant in c/o Seth Dehne and Joe Nowak
Request:	Conditional Use Permit Amendment approval to add outdoor recreation use (bocce courts), to add outdoor lighting in the outdoor seating area, to have outdoor music less than 80 decibels at the site, and to use the accessory outbuilding/shed adjacent to the permitted outdoor seating area for limited bar purposes.
Current Zoning:	B-2 Community Business District
Current Master Plan Classification:	Commercial
Surrounding Zoning/Land Use:	North: Railroad & Industrial/Manufacturing South: Rs-1 Single-Family Residential East: Rs-1 Single-Family Residential West: Railroad & Industrial/Manufacturing
Lot Size:	1.34 Acres
Location:	W65 N1170 Forward Way

Background:

Back in 2006, the former Ernie's Wine Bar had permission/approval from the City for an outdoor seating area/beer garden adjacent to the south side of the building, not to exceed 1,200 sq. ft. in area. It was required that 7'-tall fencing be installed along the south side of the area and specific closing hours for the outdoor area were set at 9pm on Sunday through Thursday and 10 pm on Friday and Saturday. No outdoor lighting or music was included in the approval at that time. Use of the outdoor shed for food or beverage prep/sales/service was not included in the original "Ernies" permission.

Below is an image of the 2024 boundary condition of Ernie's outdoor seating area.

Today, the B-2 Community Business District does not list "Outdoor dining and non-alcohol beverage service" as an accessory use that may be allowed in the B-2 District. (*Note: the B-3 Central Business District does list this as an accessory use*).

In September 2024, the applicants requested approval from the Plan Commission to expand upon the existing "Ernie's" permission by adding additional outdoor seating space including an outdoor bar and amplified sound/music. Outdoor recreation uses were also proposed. Because the accessory use "Outdoor dining and non-alcohol beverage service" is not listed as a use that may be considered/approved in the B-2 District, the Plan Commission denied their expansion/modification plans, opting instead to simply grant the conversion of the existing legal nonconforming use by Ernie's into a Conditional Use Permit for the benefit of the new owners. The terms of that approval were that the site and use be "an exact replica of the prior Ernie's Wine Bar" permissions and requirements. Since the new owners had

already removed the old Ernie's fencing, the Plan Commission deferred new/replacement fence plan approval to the Planner and Building Inspector. The Plan Commission also gave favorable recommendation to the Common Council for approval of an outdoor alcohol consumption permit within the footprint of the original Ernie's outdoor seating area.

Discussion:

At this time, the applicant would like to amend their Conditional Use Permit to include:

- Permission to use the accessory shed for outdoor alcohol sales and service (i.e., outdoor bar).
- Permission to add outdoor, dimmable string/café style lighting in the fenced seating area.
    - Fastened in swag fashion (not lower than 8-feet) to the tops of 10ft poles coming out of the wine barrels depicted on the Site Plan.
    - Proposed "lights-on" hours to include:
        - Tuesday, Wednesday, Thursday: 2pm - 11pm*
        - Friday & Saturday: 2pm-12am*
        - Sunday: 2pm-10pm*
    - Bulbs identified as 40 lumens (i.e., equivalent to ~2.5 incandescent watts) /each.
- Permission to have amplified and ambient sound/music in the outdoor patio and recreation areas at a sound level less than 80 decibels.
- Permission to install artificial turf-surfaced bocce ball courts, two lanes for a total of 14ft x 40ft (560sq.ft).
    - Including bollard style downlights lighting along the sides of these lanes (10 fixtures total).
    - Lanes bounded by border made of 8" x 8" railroad ties.
    - Hours of play to include:
        - Tuesday, Wednesday, Thursday: 2pm - 10pm*
        - Friday & Saturday: 11am - 11pm*
        - Sunday: 10am - 9pm
        - Extended hours on holidays as needed without going past 10pm*
        - No alcohol permitted in the bocce recreation area.

* = Later than the current permitted use hours for the outdoor seating area.

The City Code does not prohibit the use of outdoor lighting in the B-2 District. External lighting shall be shielded so that light rays do not adversely affect adjacent uses. The performance standard in Section 13-1-174 of the Code does provide that "External lighting shall be shielded so that light rays do not adversely affect adjacent uses".

The City Code does list "Indoor or outdoor recreational and entertainment facilities." as a conditional use that may be considered/approved in the B-2 District. The CConditional Use Section of the City Code provides, among other things, that:

Conditions such as landscaping, architectural design, type of construction, floodproofing, anchoring of structures, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yards or parking requirements may be required by the Plan Commission upon its finding that these are necessary to fulfill the purpose and intent of this Chapter. The foregoing is not an exclusive list of the types of conditions which may be imposed. Conditional uses shall comply with all other provisions of this Chapter unless variances are granted by the Zoning Board of Appeals.

The stated purpose of Chapter 1/Zoning Code is "To promote the comfort, health, safety, morals, prosperity, aesthetics, and general welfare of the City of Cedarburg, Wisconsin, and its residents".

Ozaukee County GIS - Aerial Map View 2024

Recommendation:

The Planner recommends the following conditions be considered for attachment to any approval the Plan Commission may be inclined toward granting in this matter:

1) The string/café style lighting be denied in favor of the applicant submitting a revised seating area lighting plan, to be reviewed and approved by the Plan Commission at a

subsequent date, which keeps all light supports, fixtures, strings and/or luminaires out of the view from grade or from any story within a building on the adjoining residentially zoned properties. No lighting shall be permitted in the outdoor seating or recreation areas where the luminaire/light source itself is visible to the surrounding view (i.e., all lighting shall be provided using full cut-off type fixtures).

2) The hours of operation for the outdoor seating area are reiterated to be not later than 9pm on Sunday through Thursday, and 10 pm on Friday and Saturday.
3) The hours of use for the bocce outdoor recreation, and for any permitted lighting or sound/music associated with the outdoor seating area and bocce area, shall be not permitted later than 9pm on Sunday through Thursday, and 10 pm on Friday and Saturday.
4) Outdoor sound/music, outdoor seating area lighting, outdoor recreation play or lighting shall not be permitted when the bar on site is not open for business.
5) In consideration for the adjacent proximity of this use to existing low density single family residential uses, outdoor ambient or amplified sound/music shall not exceed TBD decibels.
6) The existing 8-foot-tall fence shall be extended, dropped in height to seven feet or less and continued along and not less than 1-foot beyond/west of the south side of the bocce courts. The small gravel area that is behind the existing 8-foot-talll fence shall be restored to
7) A detailed landscaping plan to lessen the aesthetic impact of the somewhat harsh, stockade-like appearance of the existing and expanded fence from the south and east, shall be prepared by the applicant and submitted for Plan Commission review and approval at a future meeting.
8) Not less than three strategically placed 6'-tall (at planting) coniferous trees (such as or similar to Norway Spruce or Black Spruce shall be placed in the yard area between the fence landscaping and the south property line. City staff shall guide in the field placement of these trees.
9) Approval by the Common Council and City Clerk issuance of all permits as may be required regarding outdoor alcohol sales/service/consumption activities at this site.
10) All requirements and conditions must be in full compliance at the site prior to the start use in the outdoor patio or recreation area.
11) If the bocce use is not approved, or if it is not installed within 3-months of approval, that area shall be restored to natural turf grass and landscaping as was the preexisting condition at the time of Ernie's.
12) Unsightly, unenclosed outdoor storage of any materials, equipment or supplies related to the residential, business and/or recreational uses of this property shall be prohibited.

CEDARBURG
WISCONSIN

LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: N49W5471 Portland Rd. Cedarburg WI 53012

APPLICANT/BUSINESSNAME: Sierzant

APPLICANT/BUSINESS ADDRESS: N49W5471 Portland Rd Cedarburg WI 53012

STATUS OF APPLICANT: ☒ OWNER ☐ AGENT ☐ BUYER ☐ OTHER

PHONE: 262-527-5561 EMAIL: sierzantcedarburg@gmail.com

PROPERTY OWNER (IF DIFFERENT): Lance Wooten

PROPERTY OWNER MAILING ADDRESS: 262-424-9888

PROPERTY OWNER PHONE: 262-424-9888 PROPERTY OWNER EMAIL: lance@[redacted]rwrmke.com

REQUEST FOR (CHECK ALL THAT APPLY):

- ☐ CONCEPT REVIEW
- ☒ CONDITIONAL USE ZONING amendment
- ☐ SITE/ARCHITECTURAL PLAN APPROVAL
- ☐ ANNEXATION REQUEST
- ☐ SUBDIVISION PLAT OR CSM REVIEW
- ☐ VARIANCE/BOARD OF APPEALS
- ☐ ZONING DISTRICT CHANGE
- ☐ OTHER

DESCRIBE REQUEST: Refer to attached itemization/document

* add bocce courts w/o alcohol consumption; lights in patio; ground lights for bocce courts; server station.

PLEASE SUBMIT: ***FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC***
FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC
TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOCFEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: _____ DATE: 3/30/25

FOR CITY STAFF USE ONLY

TOTAL FEE: $ 300.00 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 4-3-25

APPLICATION AND FEE RECEIVED BY: Teresa Hanaman PLAN COMMISSION MEETING DATE: 5-5-2025

ATTACHMENTS (CHECK IF RECEIVED):

☐ FIVE DESCRIPTIONS ☐ FIVE FULL-SIZE SETS ☐ THIRTEEN PLAN SETS

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: 13051-01-02-000

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

Sign Up
for our
Tequila Tasting
Ask Bartender for details.
ROBERT MONDAVI

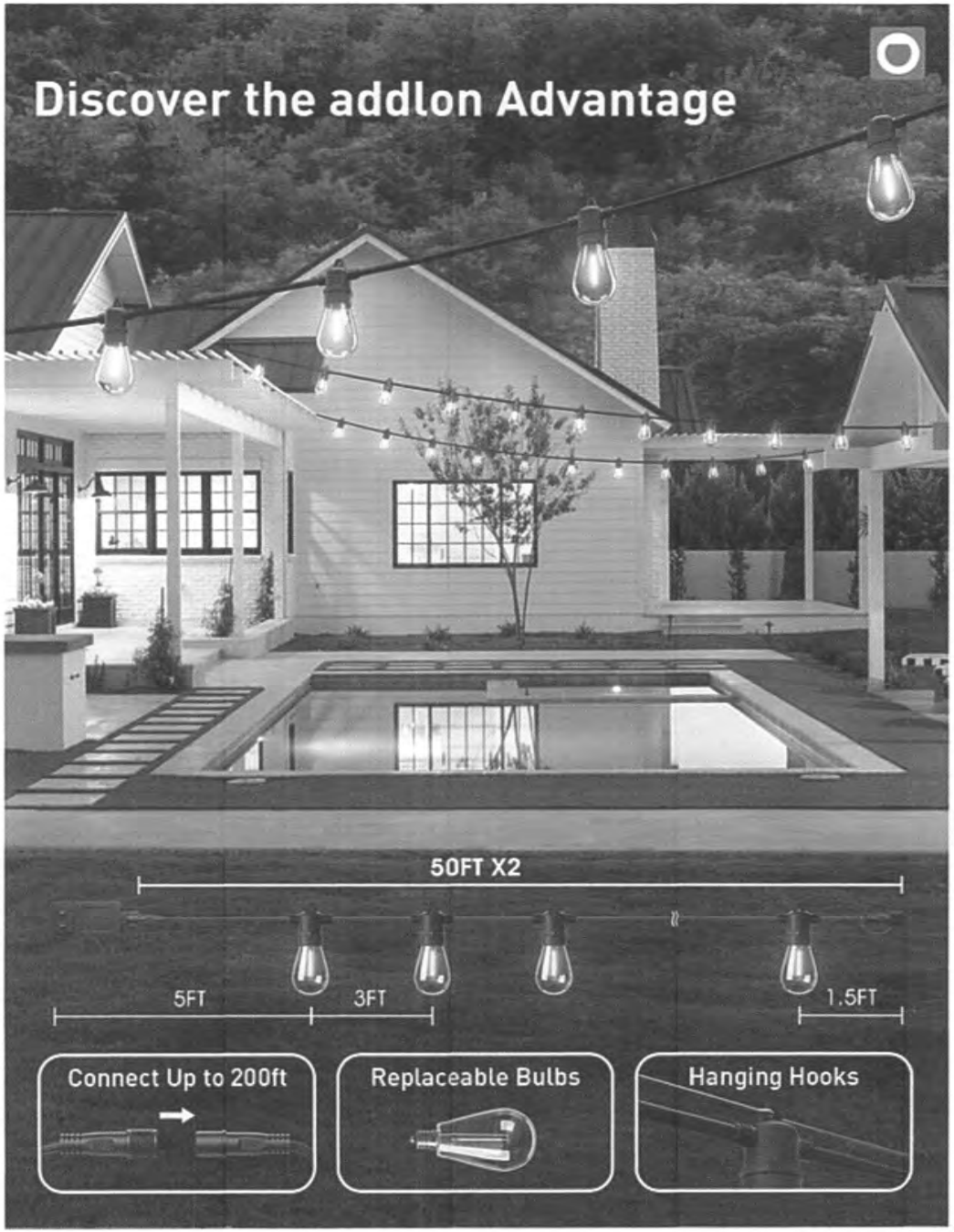
ECONOMY GLASS

ROBERT MONDAVI

VIDEOS IMAGES

addlon 100FT LED Outdoor String Lights, Remote Dimmable Patio Lights with Timer & 3 Lighting Modes, 32 Shatterproof Edison Bulbs, Waterproof Connectable...

Size:100FT



BOOGIE BAR

RESTAURANT
BJ's

6
PACK
PAQUET
PAQUETE
LED SOLAR PATH LIGHT
LAMPES SOLAIRES DEL DE JARDIN
LÁMPARAS LED SOLARES DE SENDERO
Tommy Bahama
40

Parcel Information

Legend

Parcels

- Tax Parcel
- Gap
- Overlap
- Historical Parcel Lines
- Assessors Plat
- CSM
- Cemetery Plat
- Condominium Plat
- Subdivision Plat
- Plat of Survey
- US Highway
- State Highway
- County Road
- Ramp
- Private Road
- Town/Public Road
- Railroad Centerline

Product of the LAND INFORMATION OFFICE

4/24/2025, 9:04:16 AM

4/24/2025, 9:04:16 AM

0 0.0015 0.003 0.006 0.009 0.012 mi

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation.
The accuracy of this map is limited to the quality of the records from which it was assembled.

OZAUKEE COUNTY

N

Sierzant LLC

N49W5471 Portland Rd

Cedarburg, WI 53012

262-527-5561

sierzantcedarburg@gmail.com

3/18/25

Planning Committee

City of Cedarburg

Subject: Conditional Use Permit Application for Sierzant Patio Improvements

Dear Planning Committee

I am writing to formally submit a Conditional Use Permit (CUP) amendment application for proposed improvements to the outdoor patio at Sierzant. The enhancements include the installation of patio lighting, the establishment of bocce ball courts, hours of operation request, ambient amplified music, and a server station. These improvements are designed to enhance customer experience while maintaining compliance with local zoning regulations and being mindful of the surrounding community. I have itemized each request below along with site plans and any other details needed for approval.

Itemization #1 (Installation of Bocce Ball Courts)

- Installation of 2 turfbocce ball courts, total of 14ft x 40ft (560sq.ft) for an engaging feature for our guests
- Location of Bocce Courts will be on the west side of the property and will be 8ft - 15ft distance from parking lot (scaled site plan attached)
- Borders for Bocce Courts will be wood railroad ties
- Picture attached of a turf bocce ball court for reference. Notice tables next to court, referencing how quite the game of bocce is
- We are not asking for alcohol service in the 560sqft area, just for recreational use
- A split rail fence will divide the patio (ale use) and bocce courts (no ale)

Itemization #2 (Lighting for the Bocce Ball Courts)

- LED Solar path lights by Tommy Bahama; that would be 100% facing down to the ground.
- The lights are 18 inches off the ground and face completely down towards to ground

- 40 lumens per light at 100% power
- Picture attached

Itemization #3 (Hour of Operation for Bocce Ball Courts)

- Hours of use will be in accordance with our outdoor operating hours w/slight adjustments to end earlier for neighborhood accommodations
- Tuesday, Wednesday, Thursday: 2pm - 10pm
- Friday & Saturday: 11am - 11pm (we have been receiving inquiries for possible corporate lunch outings)
- Sunday: 10am - 9pm
- Extended Hours on Holidays as needed without going past 10pm
- These hours align with nearby businesses and maintain a balance between customer enjoyment and neighborhood considerations

Itemization #4 (Patio Lighting)

- We plan to install outdoor dimmable cafe lighting to improve safety and ambiance on the patio
    - Lighting will include cafe lighting, the line takes 120v, 75ft in length

- Lighting will be fastened to the top of 1Oft poles coming out of the wine barrels on the diagram, using hooks provided with bulb purchase to secure. The lighting will drop down to 8ft at lowest, creating a sail look. All bulbs will be facing down towards the ground
- Picture attached and link below: addIon 100FT LED Outdoor String Lights, Remote Dimmable Patio Lights with Timer & 3 Lighting Modes, 32 Shatterproof Edison Bulbs, Waterproof Connectable String Lights for Outside Backyard Porch Party
  https://a.co/d/7QVcz1E

- Hours of Operation for Lights (timer controlled with ability to override to shut of early)
- Tuesday, Wednesday, Thursday: 2pm - 11pm
- Friday & Saturday: 2pm-12am
- Sunday: 2pm-10pm

Itemization #5 (Patio ambiance amplified music)

- Based on the City of Cedarburg Code, any amplified music under 80 decibels does not need a permit
- Sierzant will keep all music below 80 decibels and therefore, do not need a permit.

Itemization #6 (server station out of l0xl0ft shed)

- 10xl Oft shed is within Patio sq.ft. print
- This will be used strictly as a server station and is in a designated area that does not obstruct foot traffic or customer seating
- It will be used for quick service items such as beer and Ready to Drink (RTD) cocktails, garbage collection, and storage of seat cushions.

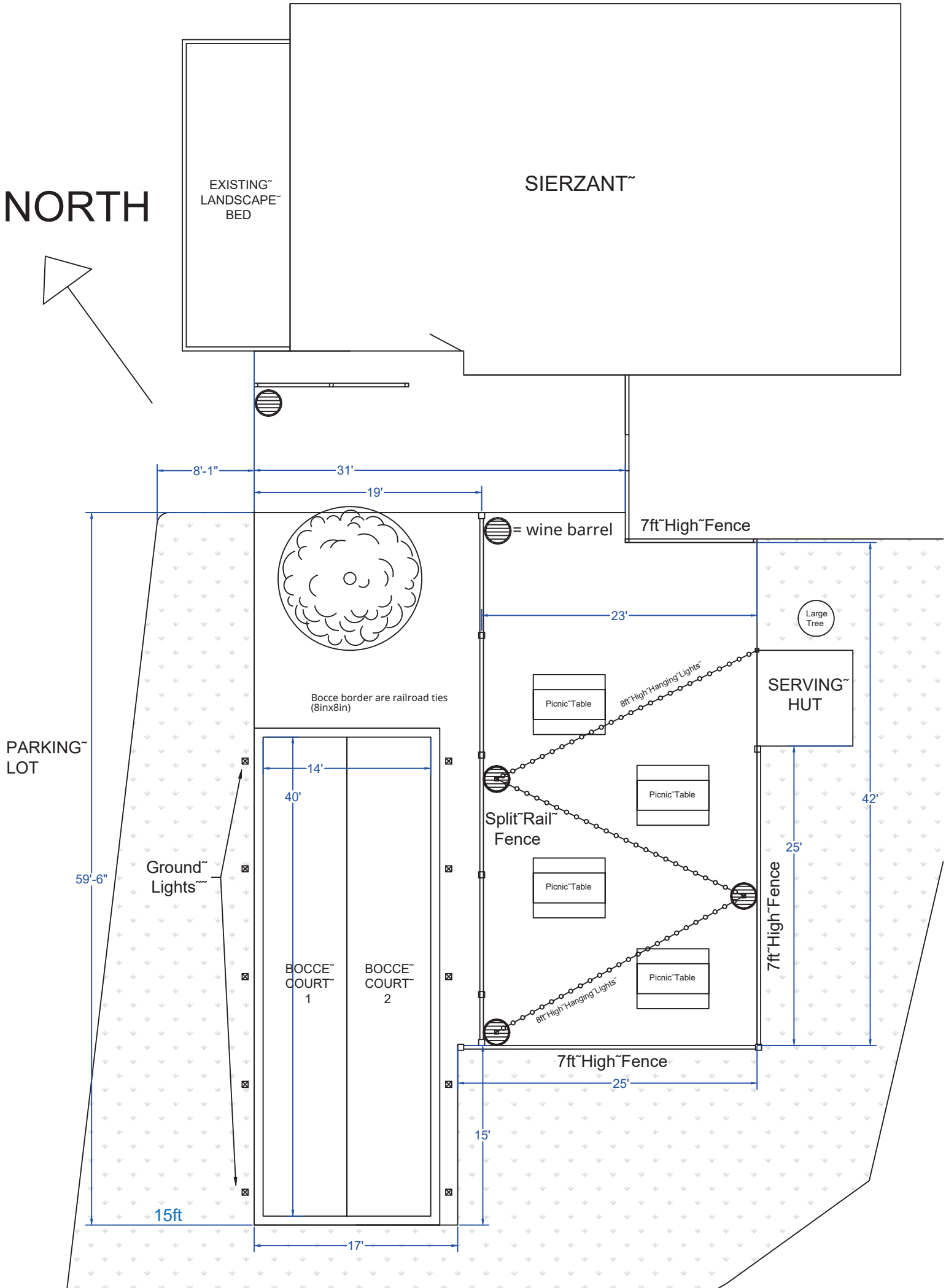
I have attached the required documents, including a site plan outlining the location of the patio, lighting fixtures, and bocce ball pits. If any additional information is needed, I am happy to provide further details.

I appreciate your time and consideration of this request. Please let me know if a site visit or further discussion would be helpful in the review process. I can be reached at 262-527-5561 or sierzantcedarburg@gmail.com

Thank you for your attention to this matter, and I look forward to your response.

Sincerely,

Joe, Seth, and Jake at Sierzant


NORTH
EXISTING˜ LANDSCAPE˜ BED
SIERZANT˜
8'-1"
31'
19'
= wine barrel
7ft˜High˜Fence
23'
Large Tree
SERVING˜ HUT
Bocce border are railroad ties (8inx8in)
Picnic˜Table
8ft˜High˜Hanging˜Lights˜
PARKING˜ LOT
14'
40'
42'
Split˜Rail˜ Fence
25'
59'-6"
Ground˜ Lights˜˜
7ft˜High˜Fence
BOCCE˜ COURT˜ 1
BOCCE˜ COURT˜ 2
7ft˜High˜Fence
25'
15'
15ft
17'

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky
Date Prepared: May 5, 2025

General Information:

Agenda Item: 7.A.

Property Owner/Applicant:	Jordan Larson d/b/a Cedar Way Condominium
Request:	Favorable recommendation to the Common Council for approval of his Cedar Way Condominium Final Plat/Declaration.
Current Zoning:	Rm-1 Multiple-Family Residential District w/ Planned Unit Development (PUD) Overlay.
Current Master Plan Classification:	High Density Residential
Surrounding Zoning/Land Use:	North: Rm-2 Multiple-Family Residential South: Rm-2 Multiple-Family Residential East: Rs-5 Single-Family residential West: Rm-2 Multiple-Family Residential w/ PUD Overlay
Lot Size:	.72 Acres 31,363 sq. ft.)
Location:	W61 N451 Washington Avenue

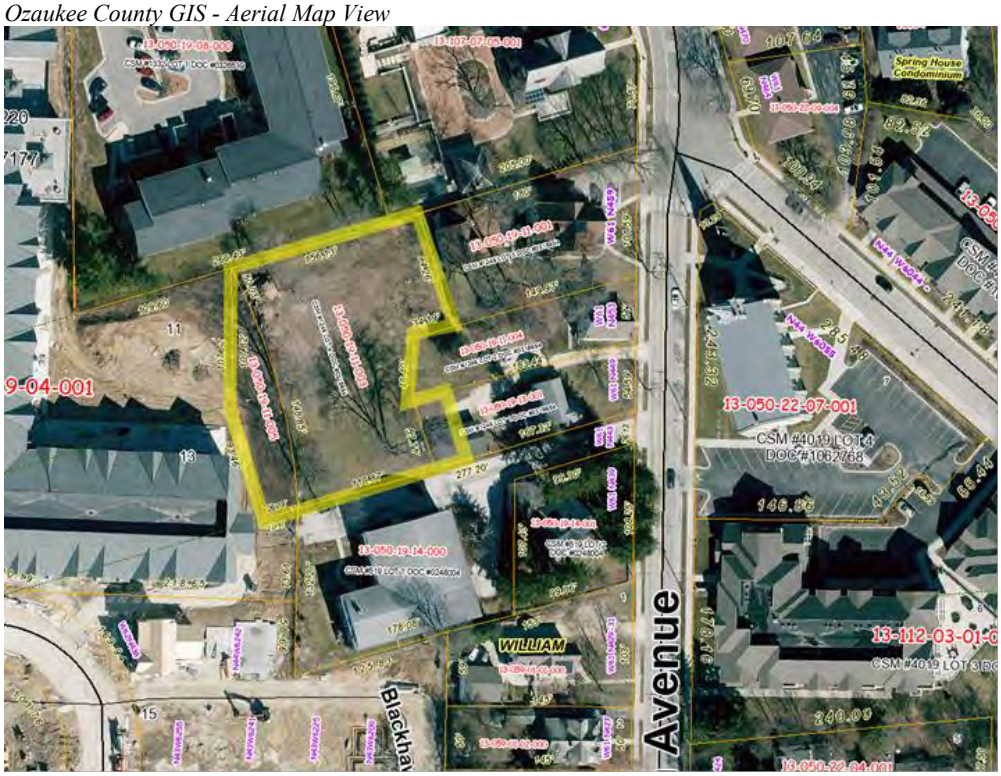
Discussion:

The applicant has submitted his Final Condominium Declaration and Plat documents for review and approval by the Plan Commission and Common Council. As with a subdivision

plat, if the Final is substantially consistent with the Preliminary approved plans, and provided the applicant enters into an agreement providing specifications and sureties for any public improvements that are required to be installed as a part of the project, they are eligible for Final approval.

Based upon staff review, the final documents do appear to comport with the terms of the Preliminary approvals, including as subsequently modified with respect to, for instance, the elimination of an island in the center of the access drive/turn-around, relocation of the dumpster enclosure area, and updated landscaping.

Ozaukee County GIS - Aerial Map View



Google Map Street View from Washington Avenue

Recommendation:

The Planner recommends the following conditions be considered for attachment to any recommendation for approval the Plan Commission is inclined toward making in this matter:

1) Applicant to receive final condominium plat review and approval by the Common Council prior to issuance of an early start footing/foundation permit or building permit.
2) Applicant to enter into, and establish any required sureties as may be set forth in, a Development Agreement with the City for the design and satisfactory completion of the improvements required to be installed in support of this project - prior to issuance of an early start footing/foundation permit or building permit.

CEDAR WAY CONDOMINIUMS

The location of the Condominium is W61 N451 Washington Avenue, City of Cedarburg, Ozaukee County, Wisconsin.

The Condominium is governed by CEDAR WAY, LLC, a Wisconsin Non-Stock Corporation. The Condominium agent is Jordan Larson. The condominium mailing address is N81W6995 Pine St., Cedarburg, WI 53012

Seller Name:
Unit No:
Mailing Address:
Telephone Number:
Email:

DISCLOSURE MATERIALS

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

CEDAR WAY CONDOMINIUMS

INDEX

CEDAR WAY, LLC, (the "Condominium") was created by the recording of the Declaration of Condominium with the Register of Deeds in Ozaukee County, Wisconsin, on _____, 2025, as Entity Identification Number 92-1368837. In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a unit in the Condominium, and contains the following documents and exhibits:

1. EXECUTIVE SUMMARY. The executive summary highlights for a buyer of a unit essential information regarding the Condominium. The executive summary begins on page 3.

2. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 10.

3. BY-LAWS. The By-Laws of CEDAR WAY, LLC , contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 27.

4. ARTICLES OF INCORPORATION. The operation of a condominium is governed by CEDAR WAY, LLC Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 37.

5. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to any mortgage and utility payments, if applicable. The projected annual budget begins on page 40.

SECTION 1

EXECUTIVE SUMMARY

Condominium Name: CEDAR WAY CONDOMINIUMS

This Executive Summary was prepared or revised on: April 21 , 2025.

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

♦ Condominium association name: CEDAR WAY, LLC

♦ Association address: N81W6995 Pine St., Cedarburg, WI 53012

♦ The association is managed:

☐ By the Unit Owners (self-managed)

☐ By a management agent or company

☒ By the declarant (developer) or the declarant's management company

♦ Person(s) to be contacted for more information about the condominium: Jordan Larson, Owner

♦ Address, phone number, and other contact information for the contact person:N81W6995 Pine St., Cedarburg, WI 53012; (414) 573-9181; cedarwayllcp@gmail.com

2. Parking – Parking within Unit.

♦ Number of parking spaces assigned to each Unit: Number Outside: N/A Inside: N/A

☒ Common Element ☐ Limited Common Element ☐ Included as part of the Unit ☐Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]

♦ Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $ per Other (specify): N/A

♦ Parking assignments reserved or designated on the plat or in the condominium documents: N/A

☒ No ☐ Yes -- Where? N/A

♦ Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes

♦ Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes

♦ Describe parking available for visitors: Within Unit subject to Declaration and By-Laws

♦ Describe any other parking restrictions: Rules restrict outdoor parking.

For condominium document references to parking, see: Article VIII of the By-Laws.

3. Pets

♦ Are pets allowed? ☐ No ☒ Yes—describe the kinds of pets allowed: As permitted by local ordinance and subject to Rules and Regulations.

♦ Pet rules and restrictions: Pets to be controlled on leash when on Common Elements; no pet breeding or boarding; no nuisance pets; no commercial uses; no animals prohibited by local law or ordinance.

For condominium document references regarding pet rules, see: Article VIII of the By-Laws.

4. Special Condominium Amenities or Features

♦ Common areas to be used for recreation include open space.

♦ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course: ☒ No ☐ Yes cost: $0.00

For condominium document references regarding special amenities, see: Sections 6 and 11of the Declaration; Articles VII and VIII of the By-Laws.

5. Unit Maintenance and Repair Responsibilities

♦ A Unit Owner's responsibilities for unit maintenance and repair include: Maintaining all items within a Unit, including utility connections, landscaping, grass, driveways, walkways and structures.

For condominium document references regarding unit maintenance and repair responsibilities, see: Section 11 of the Declaration; Articles VI and VII of the By-Laws.

6. Common Element and Limited Common Element Maintenance, Repair and Replacement ♦

Person(s) responsible for common element maintenance, repair and replacement: CEDAR WAY, LLC

♦ Repair and replacement of the common elements is paid for by:

☐ Unit Owner assessments

☐ Reserve funds

☒ Both

☐ Other (specify):

♦ Person(s) responsible for limited common element maintenance, repair and replacement:

CEDAR WAY, LLC

♦ Repair and replacement of the limited common elements is paid for by:

☐ Unit Owner assessments

☐ Reserve funds

☒ Both

☐ Other (specify):

For condominium document references regarding common element and limited common element maintenance, repair and replacement, see: Estimated Budget in Section 6 of the Seller Disclosure Materials; Section 11 of the Declaration; Articles VI, VII of the By-Laws.

7. Reserve Funds

♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ No ☐ Yes

♦ Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes -- reserve balance is $0.00

Note: This amount is current as of the date this Executive Summary was prepared or revised.

For condominium document references regarding this condominium's reserve funds for repairs and replacements, see: Estimated Budget in Section 6 of the Seller Disclosure Materials; Article VI of the By-Laws.

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

8. Fees on New Units

♦ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☐ Not applicable (no developer-owned units or declarant control has ended)

☒ No

☐ Yes -- describe in what way:

- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: N/A
  For condominium document references to condominium fees during the declarant control period, see: Section 9 of the Declaration.

9. Expansion Plans

- Has the declarant (developer) reserved the right to expand this condominium in the future? ☐ No ☒ Yes
- Expansion period ends: N/A
- Condominium management during the expansion period is by: N/A

10. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements: ☒ No ☐ Yes

11. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ☐ No ☒ Yes.

  For condominium document references to any first right of purchase held by the condominium association, see: Section 25 of the Declaration.

12. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership:

☐ No ☒ Yes -- amount charged: $ 50.00.
For condominium document references to fees charged in connection with a unit ownership transfer, see: Articles II and VI of the By-Laws.

13. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☐ No ☒ Yes -- amount charged: $ No charge for first payoff statement / $25 for each statement requested w/in 2 months

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see: Article VI of the By-Laws.

14. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☐ No ☒ Yes-- amount charged: $ 50.00.
  For condominium document references regarding fees charged for providing the condominium disclosure materials, see: Article VI of the By-Laws.

15. **Other restrictions or features (optional):** Architectural plan review fee of $50.00.

For condominium document references regarding architectural review fees, see: Exhibit B to the Declaration; Article VI of the By-Laws.

16. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see: Section 20 of the Declaration; Articles IV, VI and X of the By-Laws; Article XI of the Articles of Incorporation.

This Executive Summary was prepared and approved on the date stated on page one by Jordan Larson, current President for the Association.

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

SECTION 2

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR CEDAR WAY CONDOMINIUMS

DECLARATION OF CONDOMINIUM

FOR

CEDAR WAY CONDOMINIUMS

THIS DECLARATION OF CONDOMINIUM is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this _____ day of _____, 2025 by the CEDAR WAY, LLC ("Association").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the matter provided by the Act and this Declaration. All provisions hereof shall be deemed to run with the land comprising the Condominium ("Property") and shall constitute benefits and burdens to the owners of units of the Condominium, their successors and assigns, and to all parties hereafter having any interest in the Property. In addition to the various provisions set forth below, this Declaration is intended to maintain and enhance property values and amenities of CEDAR WAY CONDOMINIUMS, to protect the quality of life of the Unit Owners, and to create and preserve a quality community.

2. NAME AND ADDRESS.

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as CEDAR WAY CONDOMINIUMS. The location of the Condominium is W61N451 Washington Ave, City of Cedarburg, Ozaukee County, Wisconsin.

3. EXPANDABLE CONDOMINIUM.

This Condominium may be expanded.

4. LEGAL DESCRIPTION.

The following described real estate, also described in the Condominium Plat attached hereto ("Condominium Plat"), is hereby subjected to the provisions of this Declaration: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE S.76°24'26"E., 1909.39 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF LOT 4, CSM 1246; THENCE N.72°19'00"E., 131.04 FEET TO THE SOUTHEAST CORNER OF LOT 1, CSM 1332; THENCE N.72°15'21"E., 24.68 FEET TO THE NORTHWEST CORNER OF LOT 3, CSM 1246; THENCE S.17°52'46"E., 94.32 FEET TO THE SOUTHWEST CORNER OF LOT 3, CSM 1246; THENCE S.73°12'33"W., 34.10 FEET TO THE NORTHWEST CORNER OF LOT 2, CSM 1246; THENCE S.00°32'10"E., 48.17 FEET TO THE SOUTHWEST CORNER OF LOT 2, CSM 1246; THENCE N.74°06'49"E., 183.57 FEET TO THE SOUTHEAST CORNER OF LOT 2, CSM 1246; THENCE S.00°42'34"E., 54.49 FEET TO THE NORTHEAST CORNER OF LOT 1, CSM 519; THENCE S.72°21'26"W., 277.49 FEET TO THE NORTHWEST CORNER OF LOT 1, CSM 519; THENCE S.72°48'12"W., 26.74 FEET TO THE SOUTHWEST CORNER OF THE ROAD DEDICATED BY CSM 1246, ALSO A BOUNDARY CORNER OF LOT 1, CSM 4220; THENCE N.17°35'19"W. ALONG THE BOUNDARY OF CSM 4220, 93.40 FEET; THENCE CONTINUING ALONG SAID CSM 4220 BOUNDARY N.2°12'19"W., 107.75 FEET TO THE POINT OF BEGINNING.

5. DEFINITION AND DESCRIPTION OF UNITS.

When used in this Declaration, unless the context shall otherwise expressly require, the following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

5.00 Act. The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

5.01 Architectural Review Committee. The Architectural Review Committee shall oversee plan approval, and the construction of improvements and perform such other functions on such terms as the CEDAR WAY, LLC and its Board shall from time to time determine, including administering Building Guidelines, Regulations and Restrictions as set forth on Exhibit B.

5.02 Assessment. A share of the Common Expenses, as hereinafter defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by the CEDAR WAY, LLC, as hereinafter defined, in accordance with the terms of this Declaration.

5.03 Association. CEDAR WAY, LLC, a Wisconsin non-stock corporation formed pursuant to this Declaration.

5.04 Board of Directors. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the CEDAR WAY, LLC

5.05 Building. Any structure, as hereinafter defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

5.06 Common Expenses.

(a) All sums assessed against a Unit, as hereinafter defined, and the respective Unit Owner, as hereinafter defined, by the CEDAR WAY, LLC, as hereinafter defined.

(b) All expenses declared to be Common Expenses by the Act or by this Declaration.

5.07 Condominium Property. The real estate parcel designated in Section 4 above and depicted on the attached Exhibit C and all buildings, structures, improvements, and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon it, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

5.08 Declarant. CEDAR WAY, LLC , or any successor in title to Declarant's interest in the Condominium Property, and any other assignee or successor of Declarant who (1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption.

5.09 Declaration. This instrument by which the Condominium Plat is subjected to the provisions of the Act, and all amendments and supplements here recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin.

5.10 Improvements. Any building, any structure, as hereinafter defined, or any alteration whatsoever to the exterior of any building or any structure, or any alteration whatsoever of the surface, grade or contour of any land within the Condominium Property.

5.11 Occupant. A person, as hereinafter defined, in lawful possession of a Unit, as hereinafter defined, other than the Unit Owner, as hereinafter defined, of such Unit.

5.12 Percentage Interests. The appurtenant, undivided interest of Unit Ownership, as hereinafter defined, in the Common Elements, as hereinafter defined, expressed by a percentage and calculated by dividing (a) the number "one"(l) by (b) the total number of Units is, as hereinafter defined, in the Condominium as set forth on the Condominium Plat attached hereto as Exhibit C.

5.13 Person. A natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

5.14 Plat. The Condominium Plat attached hereto as Exhibit C and made a part hereof depicting the Condominium Property, the Units, and the Common Elements of the CEDAR WAY CONDOMINIUMS.

5.15 Residence. One or more rooms within a building, designed to be used by one family exclusively for an independent dwelling and for purposes accessory thereto.

5.16 Setback Area. That portion of a Unit located outside of the Single-Family Residence Grounds but within the boundaries of a Unit as shown on the Plat. This area shall be left in its natural state and no improvements shall be constructed, erected, placed or permitted thereon, except an access driveway and the utility lines serving the Unit Owner Improvements located within the Unit.

5.19 Structure. Anything whatsoever which is either constructed, erected, or installed in or upon the Condominium Property, including, but not limited to, a building and a sidewalk and a driveway providing access thereto.

5.20 Unit. A part of the Condominium Property as shown on the Condominium Plat being a cubicle of air having vertical sides formed by the planes extending upward from the surface boundary lines of the Unit, having a lower side formed by the surface of the Unit, and having an upper side thirty-five (35) feet above and parallel to the surface of the Unit.

5.22 Unit Number. The number designating a specific Unit made up of the Condominium number assigned to the respective Unit, as shown on the Plat.

5.23 Unit Owner. The record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.

5.24 Unit Owner Improvements. Any Building, any structure, and any other surface of sub-surface improvement, including but not limited to, any access driveway, walkway, building foundation and basement, located within a Unit or located in respective Single-Family Residence Grounds.

6. COMMON ELEMENTS AND FACILITIES.

The common elements ("Common Elements") shall consist of all of the CEDAR WAY CONDOMINIUMS, except the area comprising the Units and any improvements and fixtures located within a Unit as defined hereunder, and shall include, without limitation, the private roadways, common sidewalks, driveways and walkways as shown on the Condominium Plat; utility services; public utility mains (including gas, electric, and telephone lines) within the private road depicted on the Condominium Plat. All utility laterals within any Unit boundary shall not be considered Common Elements.

8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own a fee simple interest in his or her Unit. Each Unit Owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit. The percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including voting and proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number of units.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners to be known as CEDAR WAY, LLC (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements.

9.2 Voting Rights. Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the By-Laws of the Association.

9.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of CEDAR WAY CONDOMINIUMS. The Association may contract for common services or utilities as may be required for each Unit.

9.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting CEDAR WAY CONDOMINIUMS. The Association shall make available to prospective purchasers current copies of the CEDAR WAY, LLC, governing documents as required by Section 703.33 of the Wisconsin Statutes, or such other legal authority as applies.

10. PURPOSES FOR UNITS.

10.1 All units are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein, the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee, and the By-Laws of the Association.

11. REPAIRS, MAINTENANCE AND RESTRICTIONS.

11.1 Individual Units. Each Unit Owner shall be responsible for keeping his or her Unit and all of its improvements, equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit and all appurtenant improvements, all as is more fully set forth in the By-Laws of the Association. Without in anyway limiting the foregoing, in addition to decorating and keeping the improvements upon the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of all walls, roofs, doors, windows (including replacement of broken glass), garage doors, screens and screening, lighting fixtures, heating and air conditioning equipment including appurtenant compressor and equipment, plumbing fixtures, electrical wiring and fixtures, private sanitary sewer systems, all other equipment which may be in, or connect with, the Unit or the Common Elements appurtenant to the Unit, and all equipment, systems, appliances and materials located within any improvements located upon the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external elements of improvements, such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association, and as contained in the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee. In the event any Unit Owner shall fail within 21 days after written notice from the Association to repair or rectify any condition in accordance with the above requirements, then the Association shall have the power to assess a daily penalty against such Unit until such condition is rectified, in such amount as is established by the Board of Directors.

11.2 All unpaved Common Elements will be maintained in their natural state to the extent possible with any changes being approved by the Architectural Review Committee.

11.3 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine repair and maintenance of roadways, walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements and any improvements or features therein shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit Owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit Owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In

the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit Owner or the guest or agent of a Unit Owner, such expense shall be charged and specially assessed against the responsible Unit Owner, unless such loss is covered by insurance.

11.10 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to Buildings or other structures on his or her Unit, or in or to the exterior of any Building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may negatively affect other Units or Unit Owners. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any Buildings, structures, or other features upon a Unit, or the safety of the Condominium Property, or impair any easement or property right, without the prior written consent of the Association. In accordance with the Building Guidelines, Regulations and Restrictions adopted by the Association from time to time, all Buildings, structures or other improvements must be pre-approved by the Architectural Review Committee before any construction thereof may commence or proceed.

11.12 Entry for Repairs. The Association may enter upon the exterior areas of any Unit, which shall not include residences or other structures located upon a Unit, at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

12. NO SUBDIVISION.

No Unit in CEDAR WAY, LLC may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association, upon approval by all of the Unit Owners, and in compliance with all applicable land use and zoning ordinances.

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a Building, structure, improvement, or any other feature located upon the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the original purpose or such Building, structure, improvement or feature, and with the remainder of CEDAR WAY CONDOMINIUMS.
On reconstruction, the design, plan and specifications of any Building may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any building may not vary by more than five percent (5%) from the number of square feet for such building as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction, unless approved by the Association.

14. INSURANCE.

14.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent required by law or deemed advisable by the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

14.3 Liability Insurance. The Association shall provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

14.4 Terms of Insurance. To the extent possible, all insurance required herein shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

15. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, including common services provided to the Unit Owners, any future public sewer and water main installation and maintenance thereof, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit Owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit Owner may exempt himself or herself or his or her Unit Ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit Owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit Owner shall have any "self-help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit Owner without the explicit consent of the Association.

All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

If a Unit Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit Owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

17.CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited Common Elements; it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for utility purposes, including the right to install, lay, maintain, repair and replace future electric lines, gas mains, telephone wires and equipment, communication and high-speed internet wires and equipment, and electrical conduits and wires and equipment, including power transformers and solar equipment and components, under any part of the Common Elements, to service the Condominium Property. The Association has the right to grant easements for utilities as provided above under the Common Elements and Limited Common Elements which are reasonably necessary to the ongoing development and operation of CEDAR WAY CONDOMINIUMS. All such utilities shall be installed underground unless otherwise approved by the Association.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as the Building upon such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners. Provided, further, that no adverse right shall accrue to the benefit of any Unit Owner by virtue of such encroachment.

18.3 Rights of Ingress and Egress. Each Unit Owner, and his, her or their guests and invitees shall have an unrestricted right of ingress and egress to and from his, her or their Unit over the private road depicted on the Condominium Plat that shall be perpetual and pass with the Unit upon transfers of ownership. The Association, its successors, assigns, guests and invitees shall have an unrestricted right of ingress and egress over the private road depicted on the Condominium Plat. No Unit Owner may grant, sell, transfer or convey its rights of ingress and egress to another party, and the rights described herein shall run with the Units and be reserved for the benefit of the Unit Owners and the Association.

18.4 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

19.1 Rights of Action. If any Unit Owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other Unit Owner may sue such Unit Owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association. If the Association fails to comply with this Declaration or the By-Laws, any Unit Owner may sue the Association for damages caused by such failure.

19.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall

remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION.

20.1 General. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 20.2 below, this Declaration may be amended only with the written consent of Unit Owners with not less than two thirds (2/3) of the votes in the Association. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin. A copy of the amendment shall be included in the condominium disclosure materials maintained by the Association.

20.2 Material Amendments. Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit Owners that are subject to such mortgages. A change to any provision of this Declaration related to the following matters is defined as "material":

20.2.1 Voting rights;

20.2.2 Increases in assessments which exceed 25% of the previously assessed amount, assessment liens, or the priority of assessment liens;

20.2.3 Reductions in reserves for maintenance, repair, and replacement of Common Elements;

20.2.4 Responsibility for maintenance and repairs;

20.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

20.2.6 Redefinition of any Unit boundaries;

20.2.7 Convertibility of Units into Common Elements or vice versa;

20.2.8 Expansion or contraction of CEDAR WAY CONDOMINIUMS, or the addition, annexation, or withdrawal of property to or from CEDAR WAY, LLC(except as provided in Section 22 hereof);

20.2.9 Insurance or fidelity bond requirements;

20.2.10 Further imposition of restrictions on leasing of Units;

20.2.11 Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

20.2.12 A decision by the Association to establish self-management when professional management had been required previously by CEDAR WAY, LLC documents or by an Eligible Mortgagee;

20.2.13 Restoration or repair of CEDAR WAY, LLC(after damage or partial condemnation) in a manner other than that specified in CEDAR WAY, LLC documents;

20.2.14 Any action or omission serving to abandon or terminate the legal status of CEDAR WAY, LLC.whether after substantial destruction or condemnation or otherwise; and

20.2.15 Any provisions that expressly benefit mortgage holders, insurers, or mortgage guarantors.

22. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

23. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Jordan Larson, CEDAR WAY, LLC, located at N81W6995 Pine St., Cedarburg, WI 53012, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions for the State of Wisconsin. The Association may designate successors to the Resident Agent by affirmative vote of the Unit Owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. MORTGAGEE RIGHTS.

24.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in CEDAR WAY, LLC("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to receive written notice from the Association of the following matters:

24.1.1 Any condemnation or casualty loss that affects either a material portion of CEDAR WAY, LLC or the Unit securing its mortgage;

24.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing CEDAR WAY, LLC which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

24.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

24.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

24.2 Except as provided by the Act, in the case of condemnation or substantial damage to or destruction of all or any part of the Condominium Property, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent:

24.2.1 Change the undivided percentage interest in the Common Elements of CEDAR WAY, LLC appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage;

24.2.2 Partition or subdivide any-Unit or Common Elements of CEDAR WAY CONDOMINIUMS;

24.2.3 By act or omission seek to abandon or terminate CEDAR WAY, LLC or encumber, sell, transfer or convey any part of the Common Elements of CEDAR WAY CONDOMINIUMS; or

24.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

24.3 The termination of the legal status of CEDAR WAY, LLC or removal of the Condominium Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgages that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

24.4 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible

Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

24.5 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

25. RIGHT OF FIRST REFUSAL.

In the event a Unit Owner shall receive an acceptable bona fide offer to purchase a Unit, the Unit Owner shall so notify the Association in writing attaching thereto a copy of said offer. Should Association elect to purchase such Unit at such price and on such terms as set forth in such offer, it shall so signify and declare such election by giving written notice thereof to the Unit Owner within seven (7) days of having received such notice and copy.

In the event the Association shall so exercise its right of first refusal hereunder, and shall give such notice as is required, the parties shall proceed to closing the transaction within a reasonable time, not to exceed thirty (30) days after written notice has been provided to the Unit Owner by the Association of its intent to exercise its right of first refusal. In such event, the Unit Owner shall convey the Unit by good and sufficient warranty deed, free and clear from all taxes, assessments and liens, except that real estate taxes for the year in which closing takes place shall be prorated through the date of closing. In the event Association has not exercised this right of first refusal election in writing within said seven (7) day period, the Unit Owner shall be free to accept said bona fide third party offer to purchase and consummate such transaction to the exclusion of the Association. The Unit shall continue to be subject, however, to this right of first refusal and all subsequent purchasers of the Unit shall continue to be bound by this right of first refusal and the Association's rights under this section.

26. NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. SEVERABILITY AND ASSIGNMENT.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said CEDAR WAY, LLC, a Wisconsin non-stock corporation, has caused this document to be executed as of the date first set forth above.

CEDAR WAY, LLC

a Wisconsin non-stock corporation

By:

Jordan Larson, President

ACKNOWLEDGEMENT

State of Wisconsin)
)ss.
Ocaulee **County**)

Personally came before me on April 22, 2025, the above named Jordan Larson, President of the CEDAR WAY, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Alicia Wallo

Print Name: Alicia Wallo
Notary Public, State of Wisconsin
My Commission (is permanent) (expires:) 6/5/2028

ALICIA WALLO
NOTARY
PUBLIC
STATE OF WISCONSIN

EXHIBIT A

SUMMARY OF MORTGAGE LENDER APPROVALS

To Be Attached

EXHIBIT B

ARCHITECTURAL REVIEW COMMITTEE
BUILDING GUIDELINES, REGULATIONS AND RESTRICTIONS

PURPOSE. The purpose of these Building Guidelines, Regulations and Restrictions is to preserve the important architectural integrity of the character and promote a compatible diversity of style and appearance of homes and structures, and to maintain the established tone and character of the overarching condominium project.

The Architectural Review Committee of CEDAR WAY, LLC is responsible for informing all Unit Owners and other interested parties of the Building Guidelines, Regulations and Restrictions. The Committee is also responsible for enforcing the Building Guidelines, Regulations and Restrictions. The Committee can also provide support and guidance to Unit Owners during the construction and permitting process.

The Building Guidelines, Regulations and Restrictions are not intended to stifle the imagination or creative desires of Unit Owners, but to assure them that protective restrictions are in effect which will maintain the appearance, character and value of CEDAR WAY CONDOMINIUMS.

ARCHITECTURAL REVIEW COMMITTEE

I. POWERS.

A. The Architectural Review Committee shall review all plans and specifications for any construction, improvements, new buildings, structures, flagpoles, recreational equipment, landscaping, and/or modifications to any such existing improvements, and including for any improvements or construction projects on the Association Common Elements (a "Project"). This includes reviewing building footprint, height, purpose of improvement, permits, timing, quality of workmanship, and harmony of the Project with other uses and structures within CEDAR WAY CONDOMINIUMS.

B. The Architectural Review Committee shall approve or disapprove all plans for exterior alterations and/or modifications to existing buildings and structures, plus all plans for new construction on a Unit, based on application of the requirements and guiding principles of the CEDAR WAY, LLC Declaration, By-Laws, and these Building Guidelines, Regulations and Restrictions. The Architectural Review Committee may make, in its sole discretion, periodic inspections of all Project work occurring upon a Unit to ensure that the work is completed in conformance with all approved plans and materials.

C. The Architectural Review Committee shall oversee compliance with the Building Guidelines, Regulations and Restrictions. The Architectural Review Committee shall make recommendations to the Board of Directors regarding any variance from these Guidelines, Regulations and Restrictions. The Board of Directors, under recommendation of the Architectural Review Committee, shall have the absolute power to grant variances from these Building Guidelines, Regulations and Restrictions if in the Board's opinion the strict application of an element of these Building Guidelines, Regulations and Restrictions would result in an undue hardship to a Unit Owner, and the granting of such variance would not impair the quiet enjoyment of CEDAR WAY, LLC by other Unit Owners.

D. The Architectural Review Committee is governed by the Board of Directors and it shall make recommendations to the Board of Directors for architectural improvements to the Common Elements of CEDAR WAY CONDOMINIUMS.

E. The Architectural Review Committee shall investigate all complaints of possible violations of the Building Guidelines, Regulations and Restrictions. Such complaints must be submitted in writing by a Unit Owner and the name of the complainant shall be kept confidential. If there has been no violation of the Building Guidelines, Regulations and Restrictions, the complainant shall be informed in writing.

F. The Architectural Review Committee shall be comprised of three (3) Unit Owners, shall be appointed by a majority vote of the Unit Owner, and approved by a majority of the Board of Directors.

G. From time-to-time situations may arise requiring the Architectural Review Committee to examine, react and propose revisions to the Building Guidelines, Regulations and Restrictions beneficial to all Unit Owners in CEDAR WAY, LLC and/or specific Unit Owner's situations. Any revisions proposed by the Architectural Review Committee shall be reviewed and approved by the Board of Directors, which shall consider, among other things, whether the Building Guidelines, Regulations and Restrictions overlooked important factual information, and whether ordinances and local situations have necessitated such revisions.

II. PENALTIES.

Any Unit Owner who violates any of these Guidelines, Regulations or Restrictions shall be liable for any and all reasonable attorneys fees, costs and expenses incurred by the Association in enforcing these Building Guidelines, Regulations and Restrictions. The Association may apply a penalty of $100/day for violations of the Building Guidelines, Regulations and Restrictions, and levy an assessment against a Unit Owner for such violations. At all times, the Association may pursue any and all legal avenues to enforce the Building Guidelines, Regulations and Restrictions.

III. PROCEDURE.

A. Prior to the development of final plans and specifications for any modifications to existing structures or improvements on any Unit, and for all new construction, a Unit Owner shall submit preliminary plans to: cedarwayllcp@gmail.com, or by mail to: CEDAR WAY CONDOMINIUMS Association N81W6995 Pine St., Cedarburg, WI 53012. The Architectural Review Committee may charge a $50.00 fee for any request for approval or other action. Preliminary plans shall contain the following information:

1. Contact information (including email, phone, and mailing address) for the Unit Owner, builder, architect, and critical contractors.

2. Sketches of all four exterior elevations, and all buildings and structures to be constructed on the Unit, to be located on a survey or plan of the Unit in relation to the Unit location on the condominium plat, including related setback requirements.

3. A two-story residential dwelling shall have a minimum of 2100 square footage of living area in the home above grade level. No residential dwelling shall comprise more than 2,400 square feet of living area above grade level unless permitted by the Architectural Review Committee.

4. Each residential dwelling on a Unit shall have an enclosed garage space for not less than 2 vehicles, nor more than 4.

5. Upon receipt of a complete preliminary plan, a majority of the Architectural Review Committee, in good faith and at its sole discretion, shall approve or reject such preliminary plans by written notice to the Unit Owner within twenty (20) days of receiving such plans. If no notice of approval or rejection is sent within twenty (20) days, plans shall be deemed to have been approved by the Architectural Review Committee.

6. Any rejection from the Architectural Review Committee shall include specific written comments about why the proposed Project failed to obtain approval, and include suggestions on how to modify the Project so that it complies with the Building Guidelines, Regulations and Restrictions.

B. Final plans for a Project must be approved by the Architectural Review Committee before any modifications to existing residences and all new construction may commence on a Unit.

C. Matters which require approval of the Architectural Review Committee may also require review and permissions by the City of Cedarburg, Ozaukee County, the State of Wisconsin, and other governmental entities. It is solely the responsibility of a Unit Owner to obtain such approvals and permissions, and a Unit Owner shall provide verification of such approvals and permissions to the Architectural Review Committee prior to commencing any Project. An approval of any plans submitted to the Architectural Review Committee by a Unit Owner shall not be deemed approval of any required governmental approvals or permissions.

1. The Architectural Review Committee reserves the right to review the plans during construction and upon completion of the Project to ensure compliance with the Building Guidelines, Regulations and Restrictions.

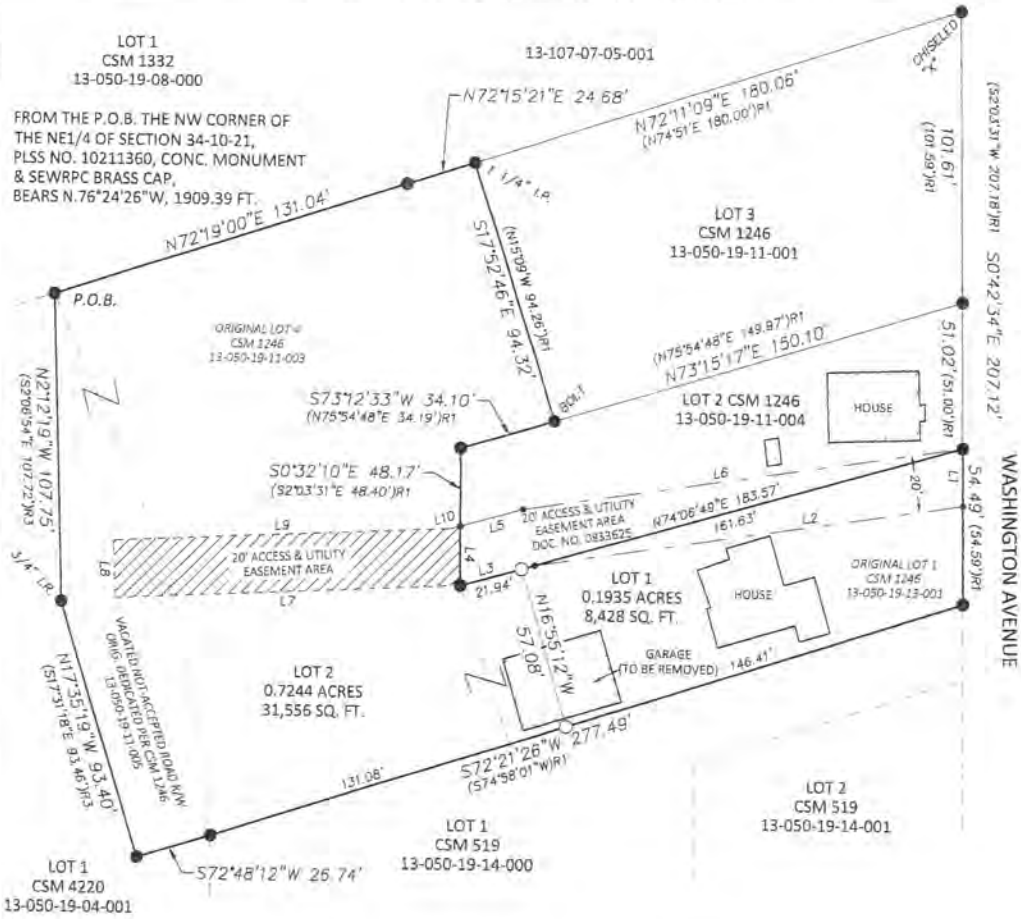
2. The Architectural Review Committee, Board of Directors, and Association are not responsible for any costs or related losses caused by the result of the rejection of any plans submitted by a Unit Owner. The Architectural Review Committee, Board of Directors, and Association are not responsible for any costs, delays, or related losses resulting from the subsequent construction of a Project for which a set of plans was approved.

IV. CONFLICTS

The above Building Guidelines, Rules and Regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration, and in event of a conflict, the Declaration shall govern. Any undefined terms used herein shall have the definitions assigned to them in the Declaration, By-Laws, or other related Association documents.

CERTIFIED SURVEY MAP NO. _____

LOTS 1 AND 4, AND THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN



LINE TABLE

NO.	BEARING	DIST.	
L1	S00°42'34"E	20.19	(S02°03'31"W 20.20 FT)R2
L2	S81°26'03"W	152.92	(S84°01'19"W 152.73 FT)R2
L3	S74°06'49"W	26.61	(S76°41'44"W 26.20 FT)R2
L4	N00°32'10"W	20.74	(N02°03'31"E 20.74 FT)R2
L5	S74°06'49"W	22.39	(N76°41'44"E 22.39 FT)R2
L6	S81°26'03"W	156.97	(N84°01'19"E 156.84 FT)R2
L7	S87°17'44"W	121.97	
L8	N02°42'16"W	20.00	
L9	N87°17'44"E	119.66	
L10	N74°06'49"E	3.18	

WISCONSIN
K. ADAM DEGROOT
S-4019
WEST BEND, WI
LAND SURVEYOR
4/18/2025

BASIS OF BEARINGS
WISCONSIN SPC SOUTH ZONE
NAD 83 (2011) EPOCH 2010.00
NORTH LINE OF THE NE 1/4
SECTION 34-10-21
RECORDED AS N.87°25'01"E

0 50' 100'
GRAPHICAL SCALE 1 INCH = 50 FEET

LEGEND

- ● = FOUND 1.3" O.D. (1" I.D.) IRON PIPE OR AS NOTED
- ○ = SET 3/4" x 18" REBAR - 1.502 LB/FT W/P.C. "M SQUARED ENGINEERNG"
- • = FOUND EASEMENT POINT - 1.3" O.D. (1" I.D.) IRON PIPE
- ——— = EXTERIOR BOUNDARY ( )R1 = RECORD PER CSM NO. 1246
- — — — = EASEMENT LINES ( )R2 = RECORD PER DOC. NO. 0833625
- = PARCEL LINES ( )R3 = RECORD PER CSM NO. 4220

THIS INSTRUMENT DRAFTED BY K. ADAM DEGROOT, PLS-4019

DATE: 4-18-2025
SHEET 2 OF 4

BY-LAWS

OF

CEDAR WAY, LLC

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of CEDAR WAY, LLC, and the Condominium Declaration for CEDAR WAY CONDOMINIUMS, recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter, "Declaration"), the following are adopted as the By-Laws of CEDAR WAY, LLC (hereinafter sometimes referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors, and assigns. These By-Laws are duly adopted by the Association as of _____, 2025, and approved by at least 67% of the Unit Owners of CEDAR WAY CONDOMINIUMS.

ARTICLE II

Members, Voting, and Meetings

2.1 MEMBERS. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all owners of all Units in CEDAR WAY CONDOMINIUMS. Every Unit Owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a Unit is leased, the lessor shall be entitled to cast the vote appurtenant to the Unit; if a Unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the Unit. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Unit as set forth in the Register of Deeds' Office of Ozaukee County, Wisconsin, and the Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of the Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

c. Membership List. The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit, if any, and the person designated to cast the vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

d. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Unit Owner shall pay any transfer fee required by the Association as established by the Board of Directors, and shall provide written notice of such transfer to the Association, including the name and address of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any, and any other information about the transfer which the Association may deem pertinent. The Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide membership certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Ownership Act.

2.4 TIME, PLACE, NOTICE, AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit Owners, to each member at his or her mailing address or email address as they appear on the Membership List of the Association, and shall be mailed, personally delivered or emailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, including virtually via video conference.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on or about the second Thursday in June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officer upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association.

ARTICLE III

Board of Directors

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.2 BOARD OF DIRECTORS TO BE MEMBERS. All members of the Board of Directors shall be members of the Association.

3.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of two (2) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 ELECTION AND TERM OF DIRECTORS. The members elected two (2) directors at the first annual meeting of the members of the Association, and such directors are classified with respect to the terms for which they hold office as follows:

(a) Two (2) directors whose terms will expire two (2) years after election at the first annual meeting of the members of the Association (Class "A" Directors). The initial Class A directors are Jordan Larson and Dan Barnes.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally, by mail, or by electronic communication, which notice shall state the time, place and purpose of the meeting, and may include virtual meetings via video conference.

3.10 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him or her of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such Meeting.

3.11 QUORUM OF DIRECTORS – ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 FIDELITY BONDS. The Board of Directors may require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to

believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.0855 through 181.0889, inclusive, of the Wisconsin Non-stock Corporations Law, including any amendments thereto (but in the case of any such amendment only to the extent such amendment permits or requires the Association to provide broader indemnification rights than prior to the amendment) indemnify its directors and officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.2 COMPENSATION. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the members.

ARTICLE VI

Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Wisconsin Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $10,000 or more, shall first-be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services with a managing agent with respect to the administration and operation of CEDAR WAY CONDOMINIUMS.

6.2 RULES AND REGULATIONS. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of CEDAR WAY, LLC as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is no longer published) plus three percent (3%), determined as of the first day of each month (but in no event greater than allowed under applicable law), until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and one of which shall be designated the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, insurance, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as paving, construction, or renovation. The Board of Directors may establish the reserve fund in an amount consistent with the remaining life of the individual components of CEDAR WAY CONDOMINIUMS. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve

fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the Unit Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

The annual budget shall be prepared and determined by December 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit prior to the beginning of the new fiscal year, and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the delivery of the budget to the members a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 COMMENCEMENT OF PAYMENTS. The first installment of a regular assessment for each and every Unit shall be due and payable on the date of recordation of the first instrument of conveyance to a Unit, with subsequent installments due on the first day of each month thereafter, with the option to pay all regular assessment installments in a single annual payment due at the beginning of the fiscal year. Such monthly payments of regular assessments shall be in accordance with the proposed annual budget prepared by the Association. Installments for partial months shall be prorated.

6.6 FEES. The Association may charge fees to Unit Owners at the discretion of the Board of Directors for providing disclosure documents and payoff statements, reviewing building plans, and upon transfer of a Unit. The amount of any fees shall be reasonable in nature, and shall comply with the Act. An unpaid fee shall be treated the same as an unpaid assessment.

6.7 DEFAULT AND LIENS. All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) plus three percent (3%) (but in no event greater than allowed under applicable law) and actual costs of collections, constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 INDIVIDUAL UNITS. Each Unit Owner, at his or her sole expense, shall be responsible for keeping his or her Unit, and all buildings, structures, improvements, equipment, fixtures, landscaping and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work upon his or her own Unit which if omitted would affect the CEDAR WAY, LLC in its entirety or in a portion belonging to other Unit Owners, and such Unit Owner shall be

personally liable to the Association or to adjoining Unit Owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to keeping the Unit, buildings, structures, improvements, equipment, fixtures, landscaping and appurtenances in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, garage doors, screens and screening, lighting fixtures, heating and air conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, interior electrical wiring and fixtures, door bells, private sanitary sewer systems, or other equipment which may be in, or connect with, the Unit or the Common Elements appurtenant to the Unit.

7.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit Owners are responsible therefor as provided hereinafter with respect to Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, or the tenant, guest or agent of a Unit Owner and not covered by insurance, in which case such expense shall be charged and specially assessed to such Unit Owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

(a) All routine painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs (including patios), periodic painting of exterior doors and garage exteriors, for all Buildings or structures owned or controlled by the Association located upon the Common Elements;

(b) All repair, restoration and general maintenance of the Common Elements;

(c) Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;

(d) Maintenance, repair or restoration of roads, walks, driveways and surface parking areas which are a part of CEDAR WAY, LLC or on easements for its benefit;

(e) Snow and ice removal with regard to roads, walks, driveways and surface parking areas within CEDAR WAY, LLC or on easements for its benefit.

7.3 LIMITED COMMON ELEMENTS. Each Unit Owner, at his or her sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association.

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefore.

ARTICLE VIII

Rules and Regulations

8.1 RULES AND REGULATIONS. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and rules and regulations adopted by the Association and the Board of Directors from time to time as set forth in Section 6.2 above. The Rules and Regulations include, but are not limited to, the following:

(a) **Residential Use**. For Units 1, 2, 3, 4, 5, 6, and 7, no Unit Owner shall occupy such Unit, nor permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Unit Owner, the Unit Owner's family, or the Unit Owner's guests, except as hereinafter provided.

(b) **Occupancy**. Units in CEDAR WAY, LLC shall not be used or occupied by any person or group of persons for a period of less than thirty (30) consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit transient or similar uses of the Units which would involve multiple occupancies by different persons or groups of persons. Notwithstanding the foregoing, Unit Owners may permit non-paying guests, house-sitters, and parties performing

legitimate household purposes, to occupy their Unit for less than thirty (30) consecutive days.

(c) **Leases**. Owners of Units in CEDAR WAY, LLC may lease their Units only pursuant to the following terms and conditions:

- The lease must be in writing, signed by the Unit Owner and tenant, be for a term of at least 30 days, and on a form approved by the Association.

- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.

- Prior to the beginning of the lease term, the Unit Owner must provide the Association notice of the name and permanent address of the tenant, the term of the lease, and a copy of the written lease.

(d) **Parking, Vehicle Storage, Obstructions.**

- Automobiles, trucks, SUVs, motorcycles, boats, trailers, recreational vehicles, buses, semis and similar equipment shall be stored inside an indoor, fully enclosed parking garage. Notwithstanding the foregoing, a Unit Owner may allow reasonable temporary outdoor parking for guests and household members on its driveway as needed for events, parties, and similar purposes. The Association may, in its discretion, determine whether temporary outdoor parking is reasonable under the circumstances.

- Parking, staging, placement or storage of ANY vehicles, trailers, materials, equipment or personal property of a Unit Owner, or a Unit Owner's tenants, invitees or guests, is prohibited upon the Common Elements within CEDAR WAY CONDOMINIUMS.

- No playground equipment, bicycle racks, picnic tables, pools, or other similar structures or equipment may not be placed upon the Common Elements except as expressly permitted by the Association.

- No temporary trailer, shed, garage, barn or other building or living quarter shall be permitted within CEDAR WAY CONDOMINIUMS.

- Mobile minis, storage pods, dumpsters and similar items are not permitted for more than thirty consecutive (30) days within CEDAR WAY CONDOMINIUMS. Permission to place such items shall be requested from the Association, and shall be related to an active remodeling project on the Unit or preparing for a Unit Owner's move into or out of a home on the Unit.

(e) **Animals**. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance, annoyance or threat to other Unit Owners, occupants, guests, other pets, or the public at large. Dogs shall be leashed and in immediate control of a person at all times when upon any Common Element areas. No Unit may be used for pet boarding or breeding, or any other commercial animal or agricultural purpose. All pet waste droppings shall be immediately picked up and disposed of by the person in control of a pet. Poultry may be permitted on a Unit provided such animals comply with all applicable land use and zoning ordinances. In all cases, no animal, or animal related activity, shall be permitted in CEDAR WAY, LLC if such animal or activity results in a public nuisance, impairs the quiet enjoyment and quality of life for other Unit Owners, or impairs the nature and character of CEDAR WAY CONDOMINIUMS.

(f) **Visual Obstructions; Impairment of Use**. The common elements shall be used for the purposes for which they were constructed. No person shall cause or permit the Common Elements to be used in any way as to deny, limit or hinder any Unit Owner or Unit occupant the full use of the Common Elements.

(g) **Increase of Insurance Rates**. Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements.

(h) **Signs**. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, excepting reasonable signs upon a Unit showing the Unit "for sale" not larger than two (2) feet wide by two (2) feet in height, without the prior written consent of the Association.

(i) **Landscaping**. Unit Owners may plant and install flowers, plants, shrubs and other landscaping features, including pavers and walkways, within the 15' non-buildable set-back area on their Unit provided such items do not impair the adjacent Unit Owner's quiet enjoyment of their Unit, and do not impair viewing in CEDAR WAY CONDOMINIUMS.

(j) **Noxious and Illegal Activity**. No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others. All laws, zoning ordinances and regulations of governmental bodies having jurisdiction over CEDAR WAY, LLC shall be complied with at all times, and the expense of such compliance shall be the obligation of Unit Owners.

(k) **Hanging of Items**. The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of Buildings or structures located upon a Unit is prohibited if facing or viewable from the road, except for reasonable and customary holiday decorations.

(l) **Alteration, Construction or Removal**. Nothing shall be altered or constructed or removed from the Common Elements, except upon the written consent of the Association.

(m) **Hunting.** Hunting, discharging of firearms, and the use of any type of weapon is prohibited in CEDAR WAY CONDOMINIUMS.

(n) **Snowmobiles, ATVs, UTVs.** These and similar vehicles are NOT permitted within **CEDAR WAY, LLC.**

(o) **Fencing.** All fencing shall be subject to the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee. Underground "invisible fencing" used for control of pets is permitted without Association approval, provided the invisible fence is not located within any restricted setback area.

(p) **Waste**. Unit Owners shall keep their Units clean and litter free. No garbage container shall be permitted to remain in driveway areas or on exterior of units. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout CEDAR WAY CONDOMINIUMS.

(q) **Conflict**. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

(r) **Enforcement**. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $50 per violation per day to be charged and assessed by the Association uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to Unit Owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Unit Owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations, and the rules and regulations included in Section 8.1 of these By-Laws, may be altered, amended, or repealed pursuant to Section 6.2 herein.

ARTICLE IX

General

9.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each calendar year.

9.2 ADDRESS. The mailing address of the Association shall be CEDAR WAY, LLC located at N81W6995 Pine St., Cedarburg, WI 53012.

9.3 SEAL. The Corporation shall have no corporate seal.

ARTICLE X

Amendments

10.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 RIGHTS OF DECLARANT. Declarant retains no control or other rights over the Association or the CEDAR WAY, LLC, pursuant to these By-Laws.

ARTICLE XI

Miscellaneous

11.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 MORTGAGES. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his or her mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 STATEMENT OF ASSESSMENTS. The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such request is received.

11.4 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Corporation shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all liabilities, and advance any and all reasonable expenses, incurred thereby in any proceeding to which any Director or Officer is a party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the Corporation would be obligated to indemnify or advance expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

11.5 SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

11.6 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

END OF BYLAWS

SECTION 4

ARTICLES OF ORGANIZATION

OF

CEDAR WAY, LLC

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be CEDAR WAY, LLC (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of Unit Owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for CEDAR WAY CONDOMINIUMS, as recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock corporation might be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, the Declaration or the By-Laws, including without limitation, the following:

(a) To exercise exclusive management and control of the Common Elements and facilities and Limited Common Elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set

forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the Common Elements and facilities and Limited Common Elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation, and protection of the Common Elements and facilities and Limited Common Elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the Unit Owners and act as agent of the Unit Owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal-means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(ii) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration

ARTICLE V

Members

All owners of units in CEDAR WAY, LLC shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Association shall be N81W6995 Pine St., Cedarburg, WI 53012, and the registered agent shall be Jordan Larson located at N81W6995 Pine St., Cedarburg, WI 53012.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than two (2). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, Secretary/Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and addresses of the original incorporators of this Association is:

Jordan David Larson
N81W6995 Pine St.
Cedarburg, WI 53012
United States of America

Daniel Joseph Barnes
W147 N9838 Rimrock Road
Germantown, WI 53022
United States of America

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of CEDAR WAY, LLC from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the Common Elements of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Amended Articles this__21st____ day of _April_____, 2025.

CEDAR WAY, LLC

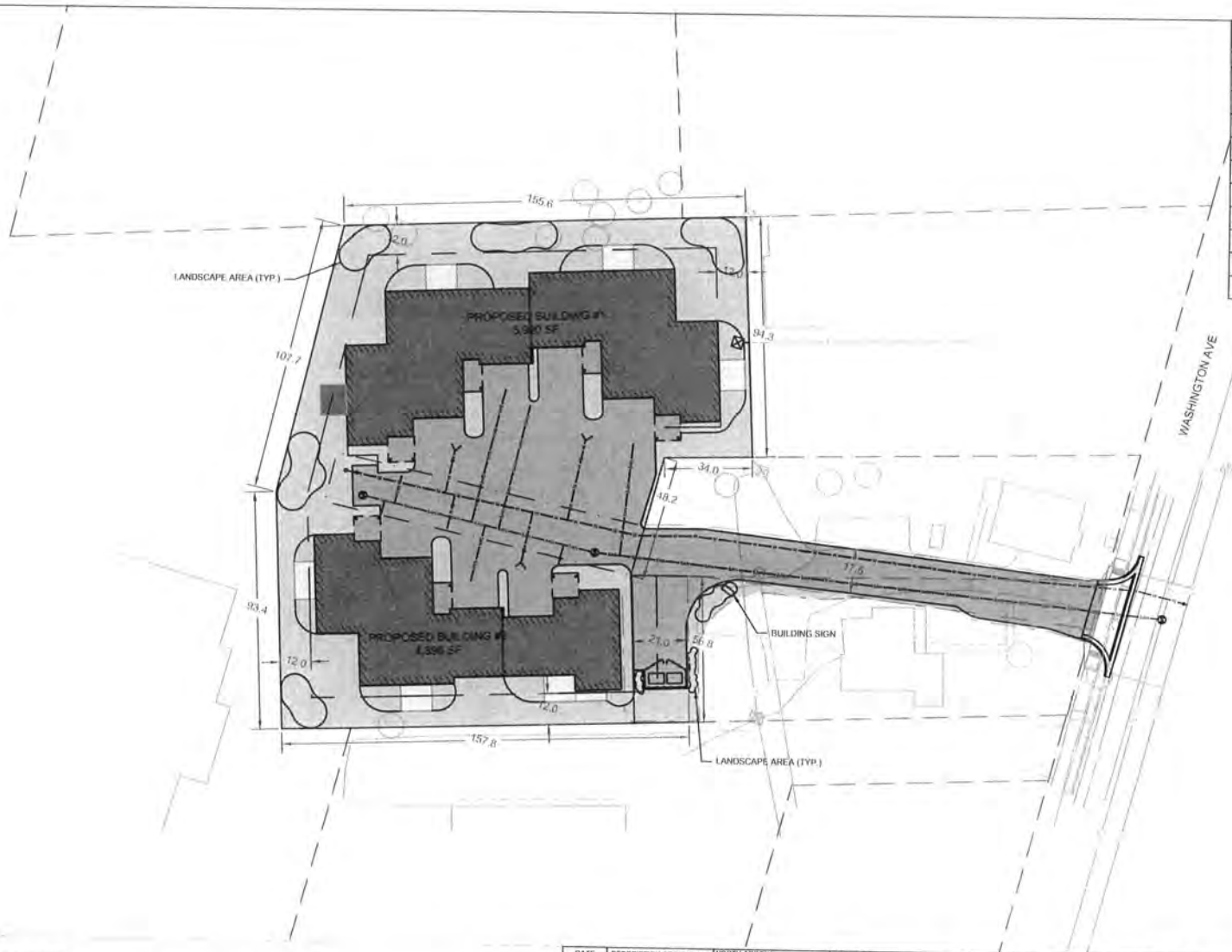
Jordan Larson, President

SECTION 6

ANNUAL OPERATING BUDGET TBD

ONCE CONSTRUCTION IS COMPLETE

EXHIBIT C



SITE DATA

SITE AREA	0.74 AC (32,245 SF)
BUILDING #1 AREA	5,920 SF
BUILDING #2 AREA	4,396 SF
PARKING LOT AREA	0.21 AC (9,000 SF)
PATIO AREA	0.016 AC (720 SF)
SIDEWALK AREA	0.001 AC (48 SF)
DUMPSTER PAD AREA	0.003 AC (120 SF)
TOTAL IMPERVIOUS AREA	0.46 AC (20,004 SF)
TOTAL PERVIOUS AREA	0.28 AC (12,241 SF)
PARKING STALLS	14

0 40 80 Feet

NOT FOR CONSTRUCTION

LEGEND

PROPERTY BOUNDARY
ADJACENT PROPERTY BOUNDARY
EXISTING UTILITY EASEMENT
PROPOSED SANITARY — SAN — SAN —
PROPOSED WATER — W — W —
PROPOSED UTILITY EASEMENT

DATE	DESCRIPTION OF REVISION
08/01/2024	1 SITE LAYOUT REVISIONS

NORTH ARROW:

PROJECT: CEDARWAY DEVELOPMENT
W61 N449 WASHINGTON AVE
CEDARBURG, WI 53012

PROJECT #: 23-501
DATE: 10/3/2024
DRAWN BY: R. HERR
CHECKED BY: M. HAHM

PREPARED BY: M SQUARED ENGINEERING, LLC
MSQUAREDENGINEERING.COM
CEDARBURG - (262) 378-4246

CLIENT: M SQUARED ENGINEERING, LLC
N19 W8715 COMMERCE CT
CEDARBURG, WI 53012

DRAWING TITLE: PROPOSED SITE PLAN
SHEET: 5

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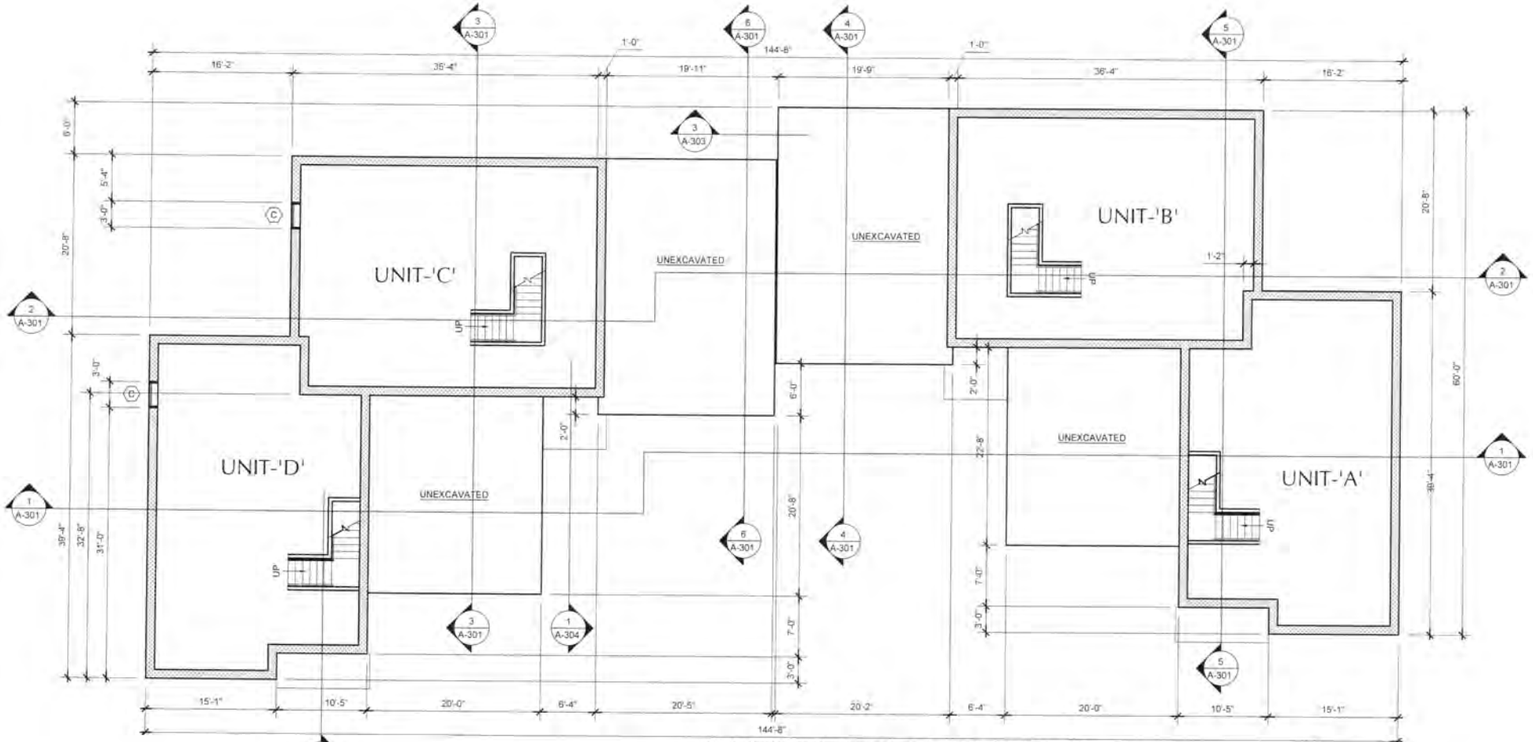
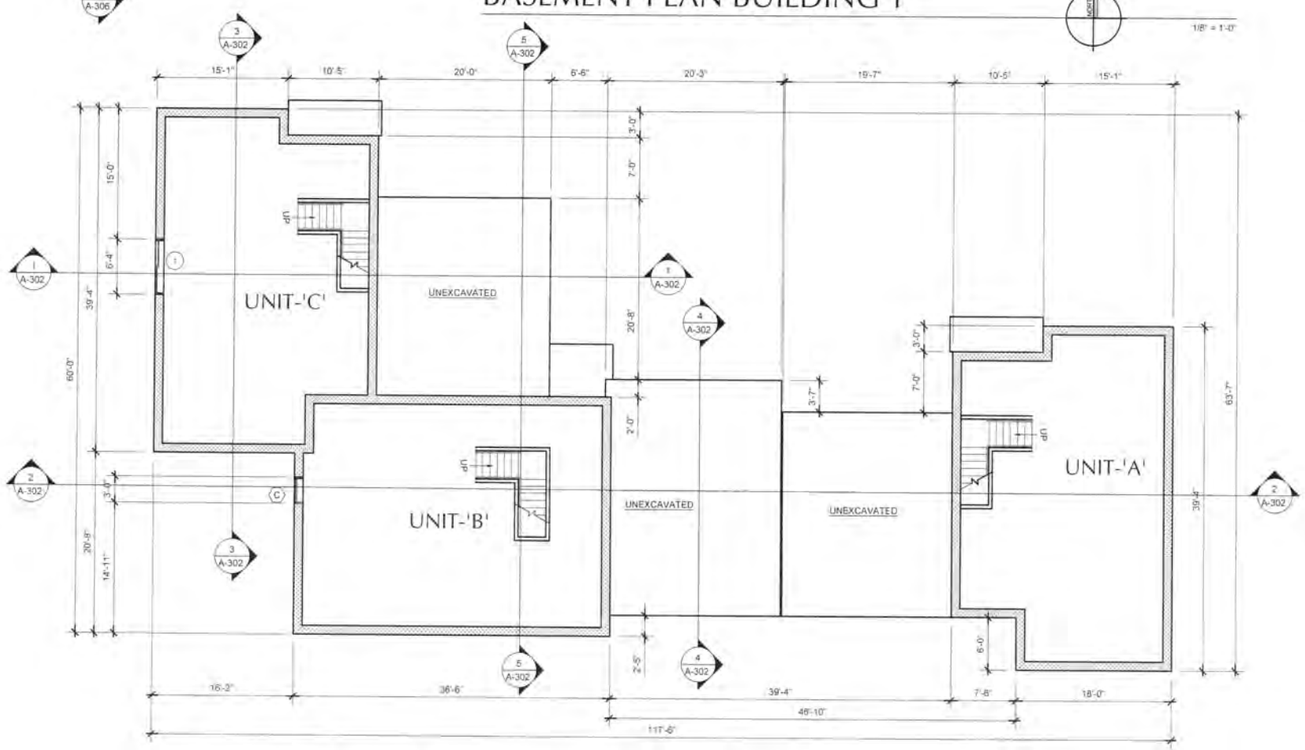
AMERICAN
ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990



BASEMENT PLAN BUILDING 1

1/8" = 1'-0"



BASEMENT PLAN BUILDING 2

1/8" = 1'-0"

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

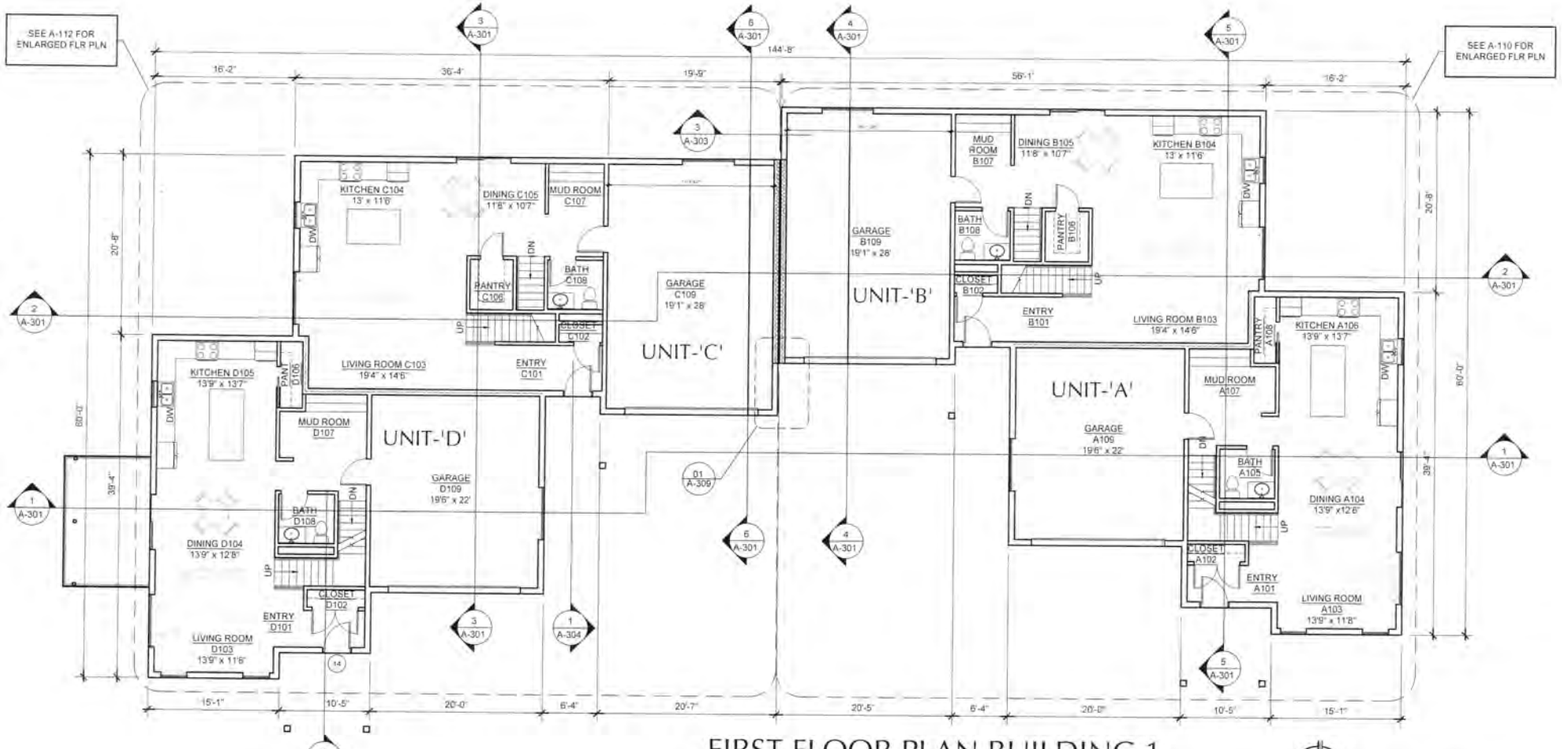
Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

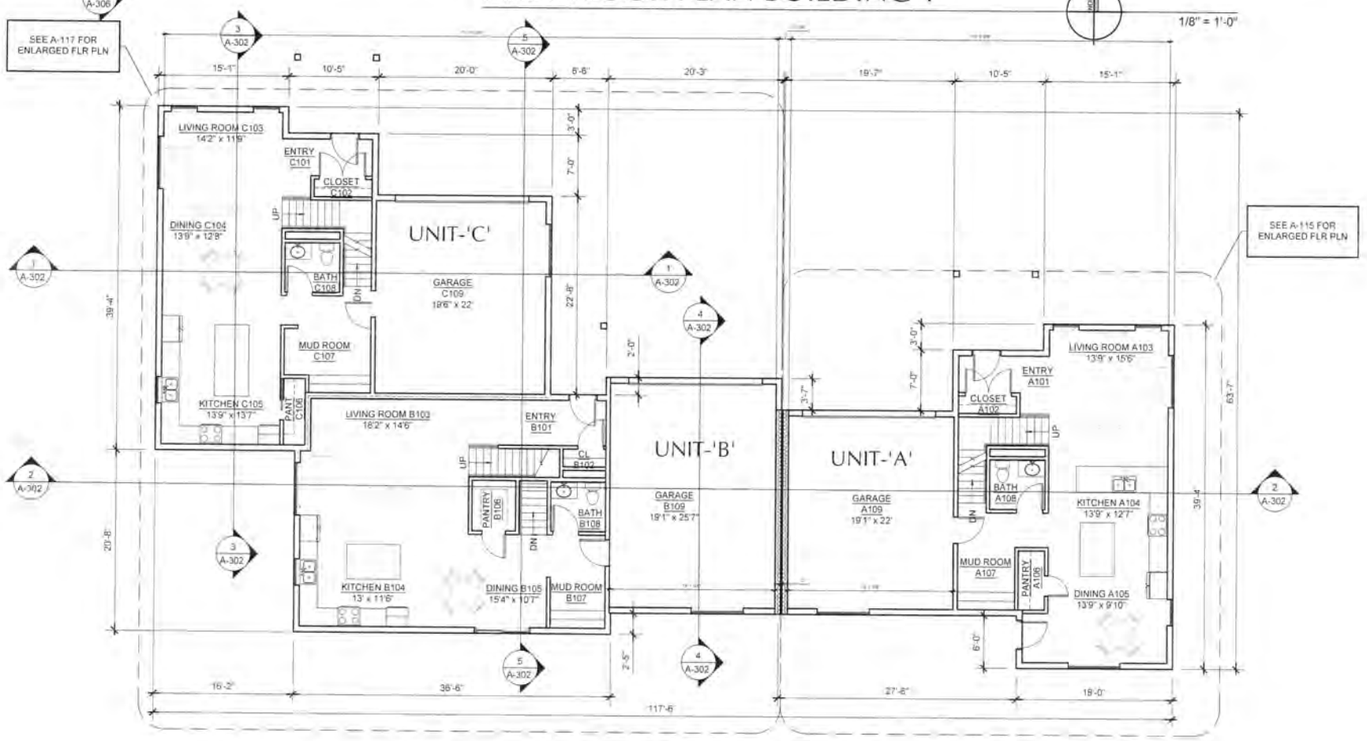
Sheet Title:
BASEMENT PLANS - BUILDING 1 AND BUILDING 2

Sheet Number:
A-101



FIRST FLOOR PLAN BUILDING 1

1/8" = 1'-0"



FIRST FLOOR PLAN BUILDING 2

1/8" = 1'-0"

FIRE RATED WALL LEGEND

1 HOUR RATED FIRE BARRIER

AMERICAN ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

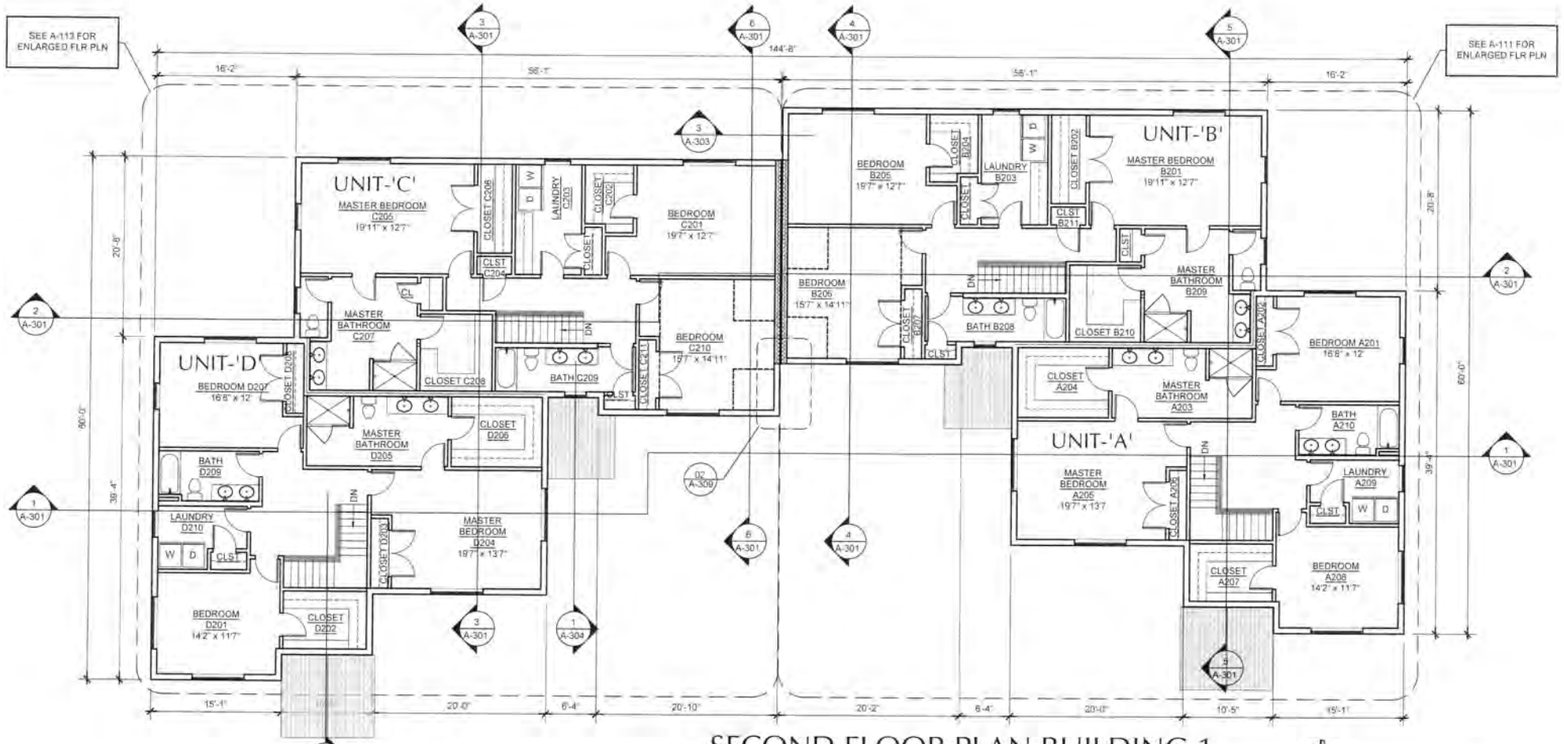
Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

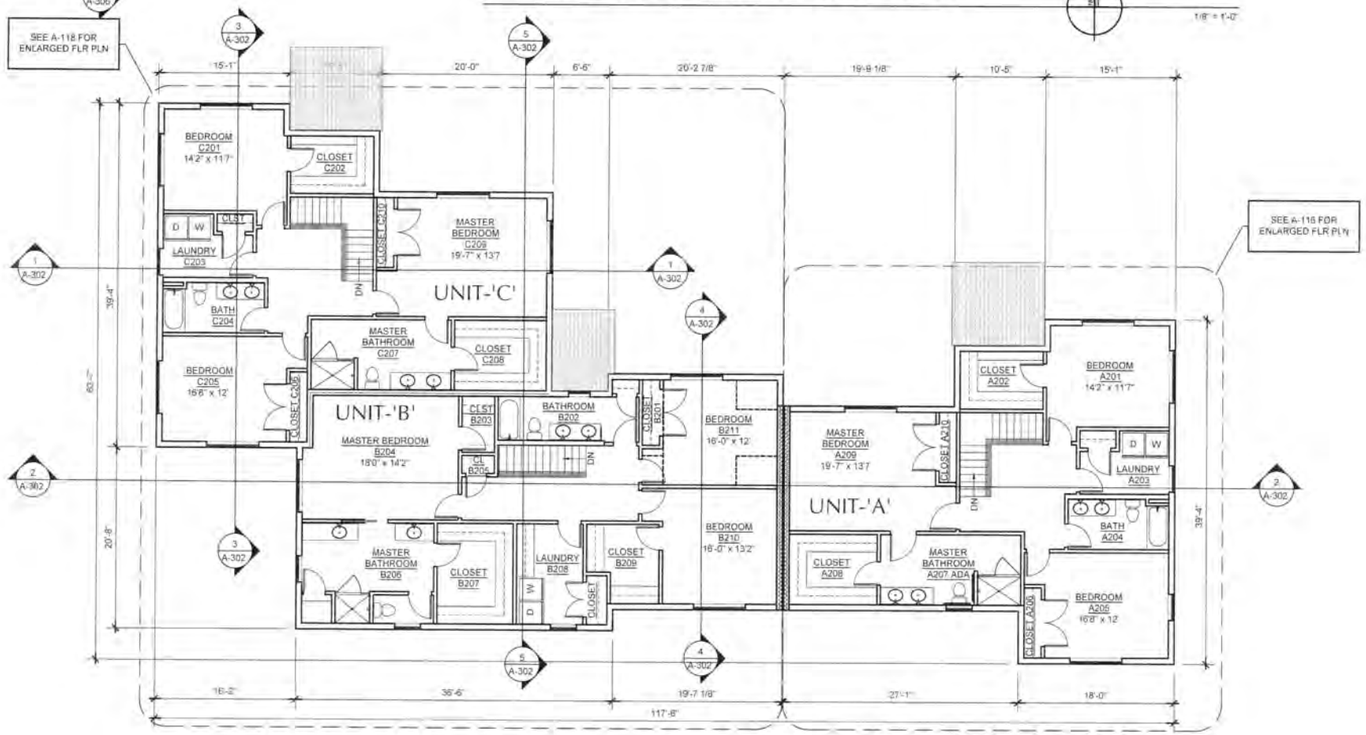
Sheet Title:
FIRST FLOOR PLANS - BUILDING 1 AND BUILDING 2

Sheet Number:
A-102



SECOND FLOOR PLAN BUILDING 1

1/8" = 1'-0"



SECOND FLOOR PLAN BUILDING 2

1/8" = 1'-0"

FIRE RATED WALL LEGEND

1 HOUR RATED FIRE BARRIER

AMERICAN ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

Issue Date:
10 / 04 / 2024

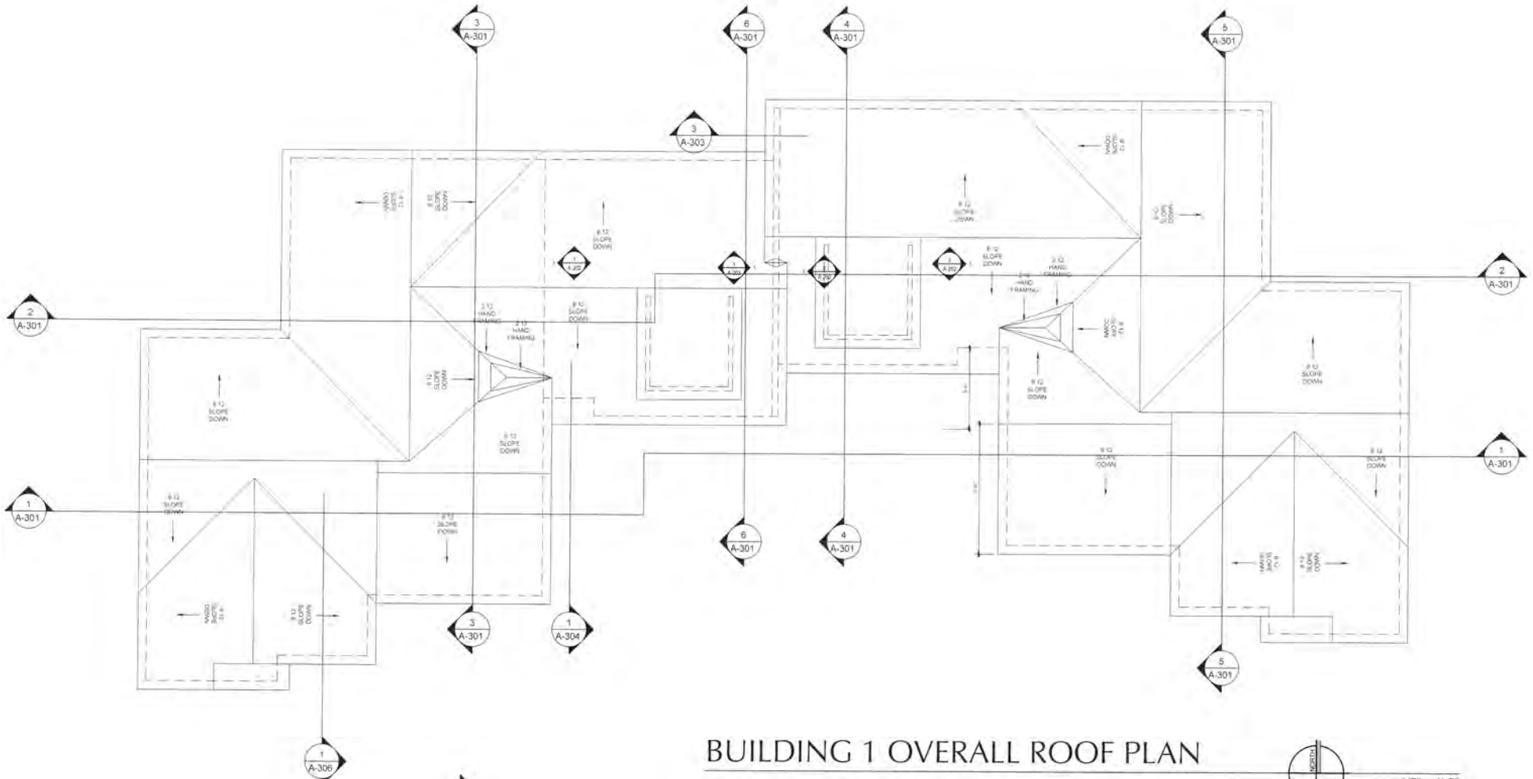
Revision:

Project Number:
23008

Sheet Title:
SECOND FLOOR PLANS - BUILDING 1 AND BUILDING 2

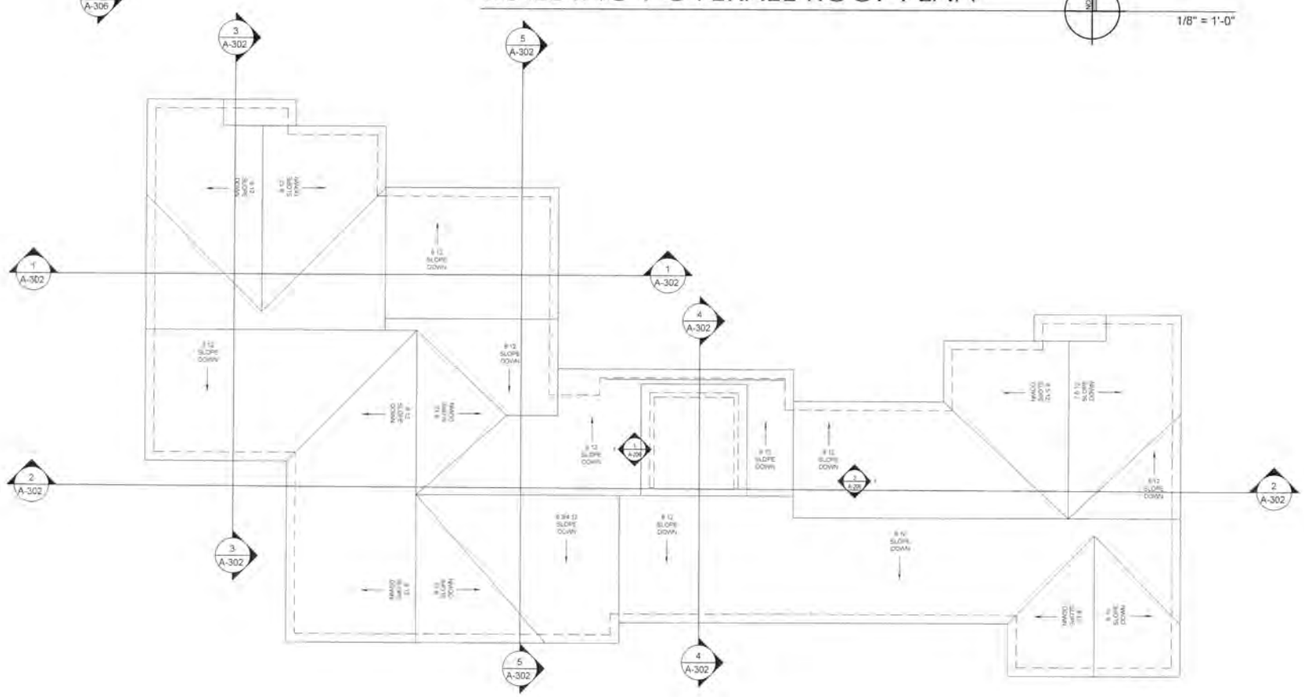
Sheet Number:
A-103

AMERICAN
ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990



BUILDING 1 OVERALL ROOF PLAN

1/8" = 1'-0"



1/8" = 1'-0"

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

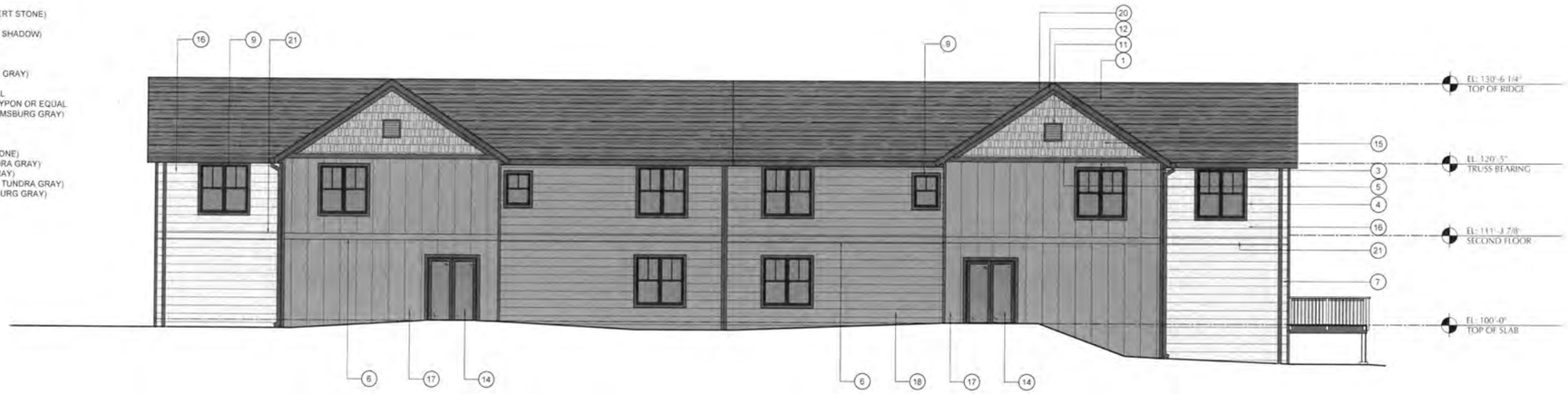
Sheet Title:
OVERALL ROOF PLANS - BUILDING 1 AND BUILDING 2

Sheet Number:
A-104

EXTERIOR MATERIALS:

1. 50 YEAR DIMENSIONAL FIBERGLASS SHINGLES
2. LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: DESERT STONE)
3. ALUMINUM VENTED SOFFIT (COLOR: MIDNIGHT SHADOW)
4. 1 x 4 WINDOW AND DOOR TRIM BOARD (COLOR: MIDNIGHT SHADOW)
5. 1 x 8 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
6. 1 x 10 TRIM BOARD (COLOR: TUNDRA GRAY)
7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
8. INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: GRAY)
9. FIBERGLASS SINGLE HUNG WINDOW
10. FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
11. 24" DIA. DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
12. 1 x 8 ROOF GABLE AND EAVE TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
13. EXTERIOR INSULATED STEEL DOOR
14. FIBERGLASS SLIDING PATIO DOOR
15. LP SMARTSIDE SHAKE SIDING - (COLOR: QUARRY GRAY)
16. LP SMARTSIDE HORIZONTAL SIDING - (COLOR: DESERT STONE)
17. LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: TUNDRA GRAY)
18. LP SMARTSIDE HORIZONTAL SIDING - (COLOR: TUNDRA GRAY)
19. INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: TUNDRA GRAY)
20. 1x6 ROOF GABLE FRIESS TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
21. 1 x 10 TRIM BOARD (COLOR: DESERT STONE)

AMERICAN ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990



NORTH ELEVATION - BUILDING 1

1/8" = 1'-0"

WEST ELEVATION - BUILDING 1

1/8" = 1'-0"

EAST ELEVATION - BUILDING 1

1/8" = 1'-0"

SOUTH ELEVATION - BUILDING 1

1/8" = 1'-0"

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

Sheet Title:
EXTERIOR ELEVATIONS - BUILDING 1

Sheet Number:
A-201

EXTERIOR MATERIALS:

1. 50 YEAR DIMENSIONAL FIBERGLASS SHINGLES
2. LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: DESERT STONE)
3. ALUMINUM VENTED SOFFIT (COLOR: MIDNIGHT SHADOW)
4. 1 x 4 WINDOW AND DOOR TRIM BOARD (COLOR: MIDNIGHT SHADOW)
5. 1 x 6 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
6. 1 x 10 TRIM BOARD (COLOR: TUNDRA GRAY)
7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
8. INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: GRAY)
9. FIBERGLASS SINGLE HUNG WINDOW
10. FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
11. 24" DIA. DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
12. 1 x 8 ROOF GABLE AND EAVE TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
13. EXTERIOR INSULATED STEEL DOOR
14. FIBERGLASS SLIDING PATIO DOOR
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17. LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: TUNDRA GRAY)
18. LP SMARTSIDE HORIZONTAL SIDING - (COLOR: TUNDRA GRAY)
19. INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: TUNDRA GRAY)
20. 1x6 ROOF GABLE FRIESS TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
21. 1 x 10 TRIM BOARD (COLOR: DESERT STONE)

WEST INSET ELEVATION - BUILDING 1

2 1/8" = 1'-0"

EAST INSET ELEVATION - BUILDING 1

1 1/8" = 1'-0"

AMERICAN
ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

Sheet Title:
SECTIONS AND EXTERIOR ELEVATIONS - BUILDING 1

Sheet Number:
A-202

EXTERIOR MATERIALS:

1 50 YEAR DIMENSIONAL FIBERGLASS SHINGLES
2 LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: DESERT STONE)
3 ALUMINUM VENTED SOFFIT (COLOR: MIDNIGHT SHADOW)
4 1 x 4 WINDOW AND DOOR TRIM BOARD (COLOR: MIDNIGHT SHADOW)
5 1 x 8 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
6 1 x 10 TRIM BOARD (COLOR: TUNDRA GRAY)
7 PRE-FINISHED GUTTERS AND DOWNSPOUTS
8 INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: GRAY)
9 FIBERGLASS SINGLE HUNG WINDOW
10 FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
11 24" DIA. DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
12 1 x 8 ROOF GABLE AND EAVE TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
13 EXTERIOR INSULATED STEEL DOOR
14 FIBERGLASS SLIDING PATIO DOOR
15 LP SMARTSIDE SHAKE SIDING - (COLOR: QUARRY GRAY)
16 LP SMARTSIDE HORIZONTAL SIDING - (COLOR: DESERT STONE)
17 LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: TUNDRA GRAY)
18 LP SMARTSIDE HORIZONTAL SIDING - (COLOR: TUNDRA GRAY)
19 INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: TUNDRA GRAY)
20 1x8 ROOF GABLE FRIESS TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
21 1 x 10 TRIM BOARD (COLOR: DESERT STONE)

SOUTH ELEVATION - BUILDING 2

1/8" = 1'-0"

WEST ELEVATION - BUILDING 2

EAST ELEVATION - BUILDING 2

1/8" = 1'-0"

NORTH ELEVATION - BUILDING 2

1/8" = 1'-0"

AMERICAN ARCHITECTURAL GROUP, INC.
3350 SOUTH RIVER ROAD
WEST BEND, WI 53095-7884
(262) 334-3811 FAX: (262) 334-4990

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

Sheet Title:
EXTERIOR ELEVATIONS - BUILDING 2

Sheet Number:
A-203

EXTERIOR MATERIALS:

1 50 YEAR DIMENSIONAL FIBERGLASS SHINGLES
2 LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: DESERT STONE)
3 ALUMINUM VENTED SOFFIT (COLOR: MIDNIGHT SHADOW)
4 1 x 4 WINDOW AND DOOR TRIM BOARD (COLOR: MIDNIGHT SHADOW)
5 1 x 6 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
6 1 x 10 TRIM BOARD (COLOR: TUNDRA GRAY)
7 PRE-FINISHED GUTTERS AND DOWNSPOUTS
8 INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: GRAY)
9 FIBERGLASS SINGLE HUNG WINDOW
10 FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
11 24" DIA. DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
12 1 x 8 ROOF GABLE AND EAVE TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
13 EXTERIOR INSULATED STEEL DOOR
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15 LP SMARTSIDE SHAKE SIDING - (COLOR: QUARRY GRAY)
16 LP SMARTSIDE HORIZONTAL SIDING - (COLOR: DESERT STONE)
17 LP SMARTSIDE VERTICAL SIDING - SMOOTH (COLOR: TUNDRA GRAY)
18 LP SMARTSIDE HORIZONTAL SIDING - (COLOR: TUNDRA GRAY)
19 INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: TUNDRA GRAY)
20 1x6 ROOF GABLE FRIESS TRIM BOARD (COLOR: WILLIAMSBURG GRAY)
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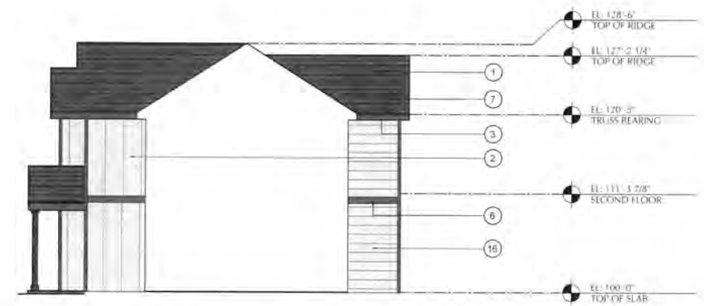


WEST INSET ELEVATION - BUILDING 2

1/8" = 1'-0"

EAST INSET ELEVATION - BUILDING 2

1/8" = 1'-0"

PROPOSED
Cedarway Condos
W61N449 WASHINGTON AVE
Cedarburg, Ozaukee

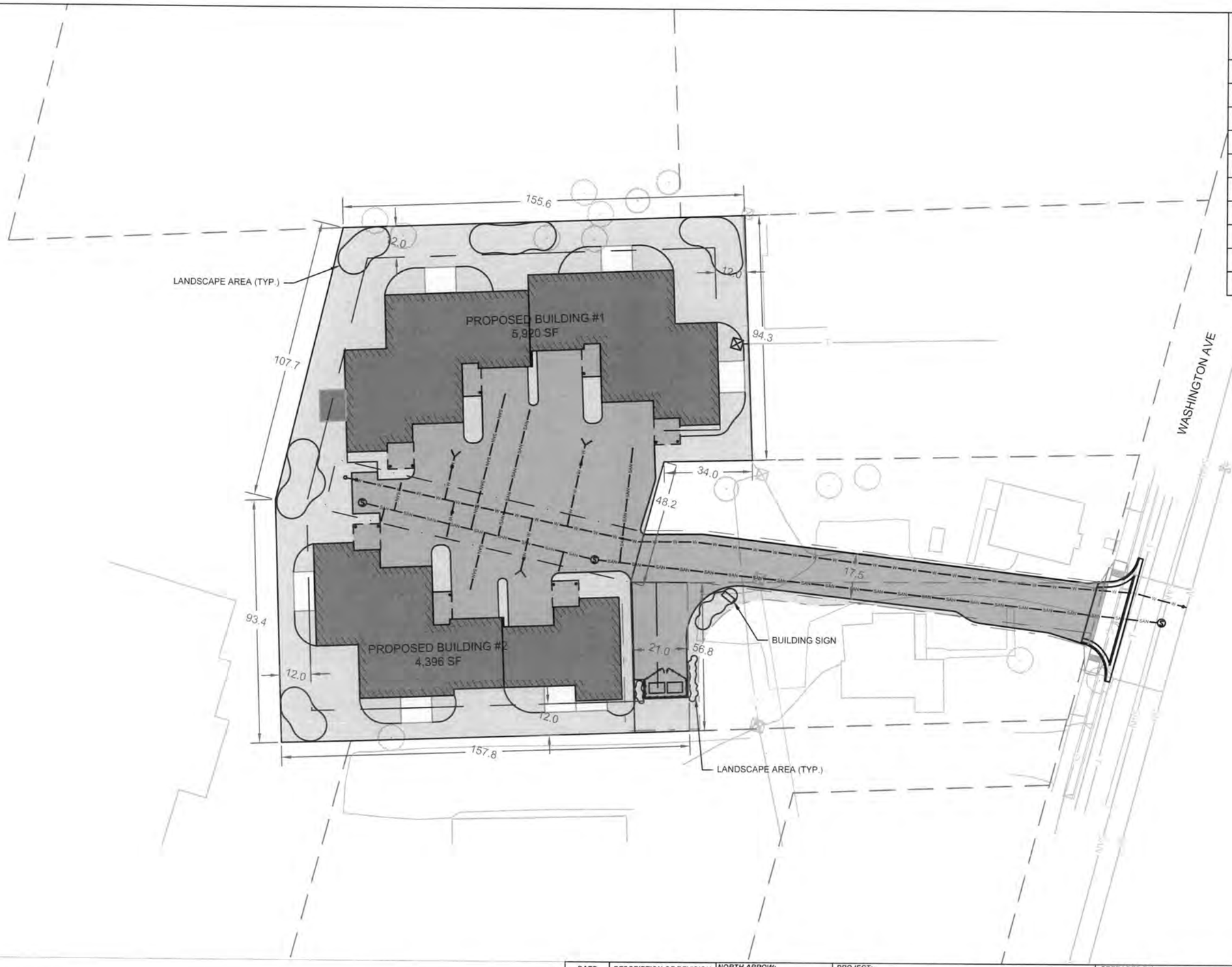
Issue Date:
10 / 04 / 2024

Revision:

Project Number:
23008

Sheet Title:
SECTIONS AND EXTERIOR ELEVATIONS - BUILDING 2

Sheet Number:
A-204



SITE DATA

SITE AREA	0.74 AC (32,245 SF)
BUILDING #1 AREA	5,920 SF
BUILDING #2 AREA	4,396 SF
PARKING LOT AREA	0.21 AC (9,000 SF)
PATIO AREA	0.016 AC (720 SF)
SIDEWALK AREA	0.001 AC (48 SF)
DUMPSTER PAD AREA	0.003 AC (120 SF)
TOTAL IMPERVIOUS AREA	0.46 AC (20,004 SF)
TOTAL PERVIOUS AREA	0.28 AC (12,241 SF)
PARKING STALLS	14

0 40 80 Feet

NOT FOR CONSTRUCTION

LEGEND

PROPERTY BOUNDARY
ADJACENT PROPERTY BOUNDARY
EXISTING UTILITY EASEMENT
PROPOSED SANITARY — SAN — SAN —
PROPOSED WATER — W — W —
PROPOSED UTILITY EASEMENT

DATE	DESCRIPTION OF REVISION
08/01/2024	1 SITE LAYOUT REVISIONS

NORTH ARROW:

PROJECT:
CEDARWAY DEVELOPMENT
W61 N449 WASHINGTON AVE
CEDARBURG, WI 53012

PROJECT #: 23-501
DATE: 10/3/2024
DRAWN BY: R. HERB
CHECKED BY: M. HAHM

PREPARED BY:
M SQUARED ENGINEERING, LLC
MSQUAREDENGINEERING.COM
CEDARBURG - (262) 376-4246

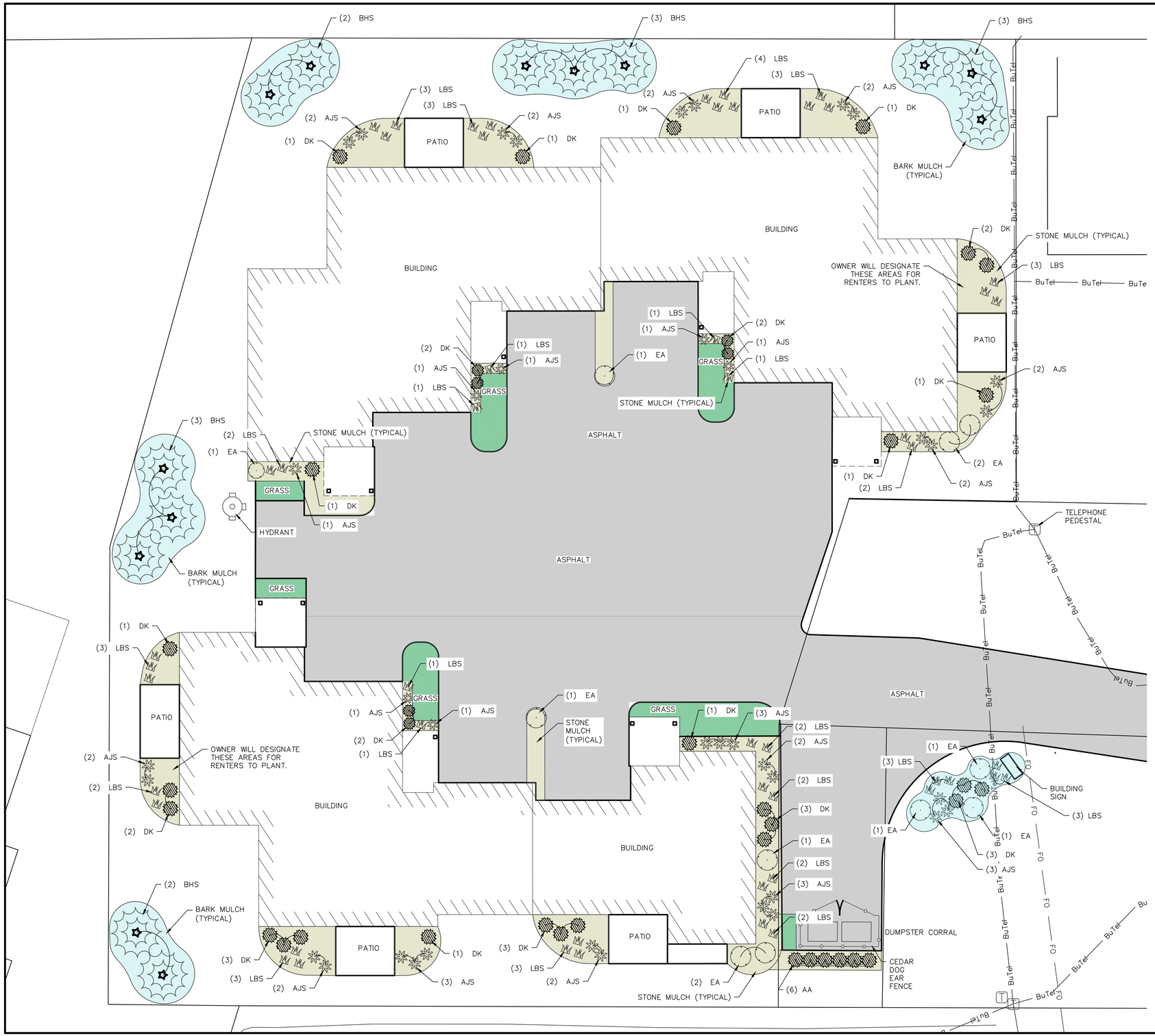
CLIENT:
M SQUARED ENGINEERING, LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012

DRAWING TITLE: PROPOSED SITE PLAN

SHEET: 5

F:\PROJECTS\23-500 - DESIGN\23-501 CEDAR WAY DEVELOPMENT\CAD\DEVELOPMENT\SHEETS\CEDAR WAY CONSTRUCTION PLANS.DWG DATE OF PLOT 4/22/2025 7:45 AM

COPYRIGHT 2021 M SQUARED ENGINEERING, LLC ALL RIGHTS RESERVED


(2) BHS
(3) BHS
(3) BHS
(3) BHS
(4) LBS
(3) LBS
(3) LBS
(3) LBS
(2) AJS
(2) AJS
(2) AJS
(2) AJS
(1) DK
(1) DK
(1) DK
(1) DK
PATIO
PATIO
PATIO
BARK MULCH (TYPICAL)
BUILDING
BUILDING
(2) DK
STONE MULCH (TYPICAL)
OWNER WILL DESIGNATE THESE AREAS FOR RENTERS TO PLANT.
(3) LBS
BuTel
(1) LBS
(1) AJS
(2) DK
(1) AJS
(1) LBS
(1) EA
GRASS
GRASS
STONE MULCH (TYPICAL)
(2) AJS
(1) DK
(3) BHS
(2) LBS
(1) EA
STONE MULCH (TYPICAL)
ASPHALT
GRASS
(1) DK
(1) AJS
HYDRANT
ASPHALT
(2) EA
(1) DK
(2) LBS
(2) AJS
TELEPHONE PEDESTAL
BuTel
BuTel
BuTel

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky
Date Prepared: May 5, 2025

General Information:

Agenda Item: 7.B.

Property Owner/Applicant:	Andrew and Debra Helgeson
Request:	Review, discussion and consultative feedback.
Current Zoning:	B-3 Central Business District
Current Master Plan Classification:	Commercial
Surrounding Zoning/Land Use:	North: Part I-1 Institutional and part B-3 Central Business District South: B-3 Central Business District East: B-3 Central Business District West: Interurban Trail/Rs-6 Single-Family/Two-Family Residential District.
Lot Size:	.13 Acres (5,663 sq. ft.)
Location:	W53 W6393/6395 Center Street

Discussion:
This property has an existing principal building, and a detached accessory shed on it. The principal building is currently subdivided into multiple residential rental units and multiple commercial rental units. There is one space on the first floor at the rear of the building that is used as landlord shop space.

The applicant wants to rehabilitate this first floor shop space into a residence unit.

The Interurban Trail is a zoning District boundary between the residential districts (to it's west) and the B-3 Commercial District (to it's east) throughout the central city area. Exceptions to this include a couple of small multi-family sites and the City Emergency Government facility located on Western Avenue, for instance.

The B-3 Central Business District permits residential use of buildings only as follows:

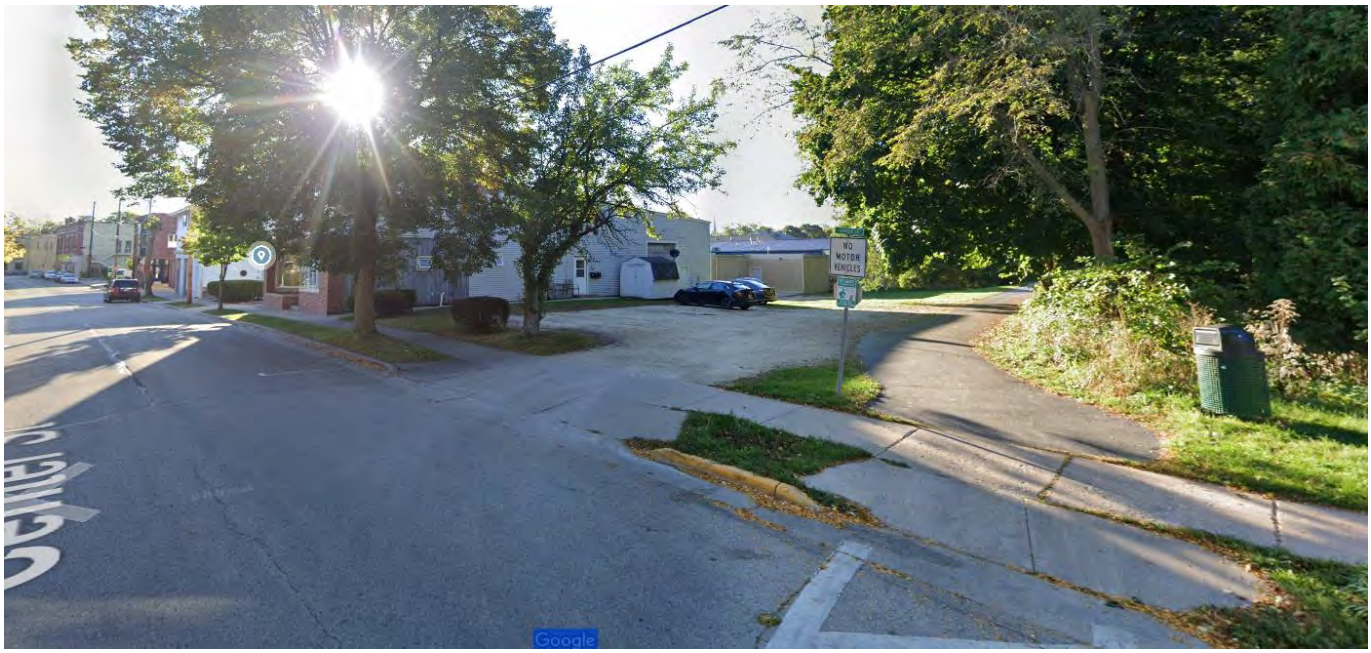
- Owners may continue "Residential use of single-family and two-family structures that existed prior to the adoption of this Ordinance."
- The accessory use "Residential quarters provided that such quarters are in the principal building, not on a ground-level floor, and the entrances and exits to such quarters are directed to the interior of the building. There shall be a minimum floor area of 420 square feet for an efficiency or one bedroom apartment and 550 square feet for a two-bedroom apartment." may be permitted.
- Tourist Rooming House, defined as "All lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists or transients as regulated under Wisconsin Chapter DHS 195.", is listed as a conditional use that may be considered for approval.

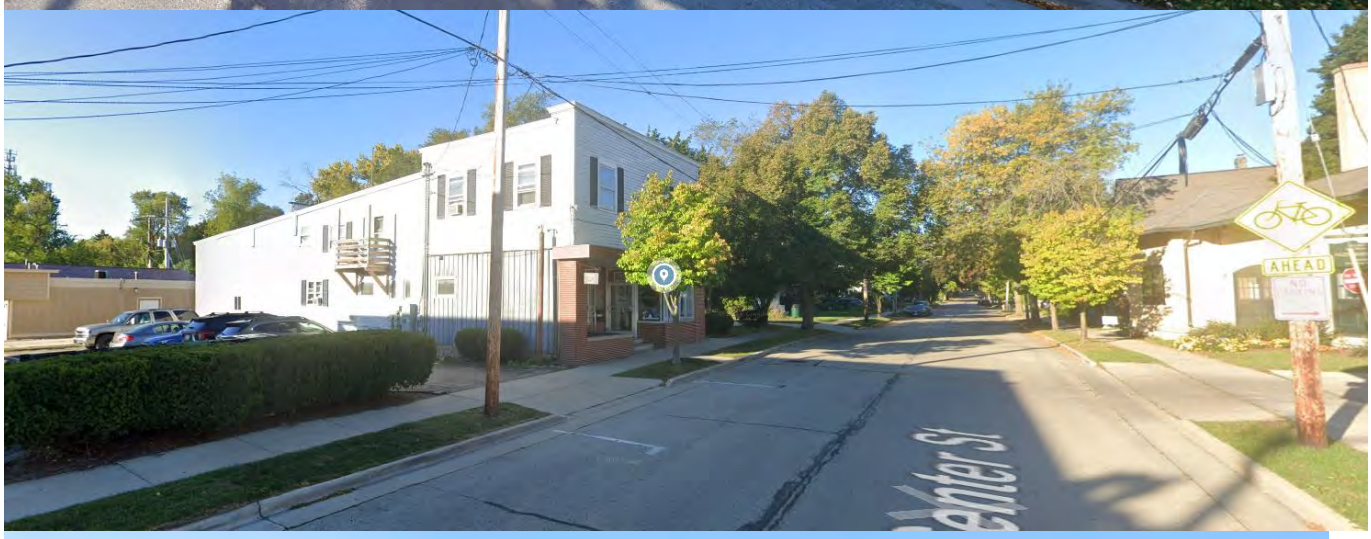
The B-1 Neighborhood Business District lists "Residential units, excluding store-front space and new principal residential structures." as a permitted use.

The only access and parking available to serve this site is located on land owned by Wisconsin Electric Power Company. The applicant indicates they have an enduring easement for continued use of the WEPCO property for access and parking to serve this building and it's various uses.

Ozaukee County GIS - Aerial Map View

Google Maps Street Views




AHEAD

Recommendation:

Because this is a matter for consultation and feedback only, the Planner has no recommendation at this time.

CEDARBURG
WISCONSIN

13-054-0002.002

LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: N53 W6393/6395 Center Street

APPLICANT/BUSINESSNAME: Andrew & Debra Helgeson

APPLICANT/BUSINESS ADDRESS: 4940 Timbercrest Drive, Cedarburg, WI

STATUS OF APPLICANT: ☒ OWNER ☐ AGENT ☐ BUYER ☐ OTHER _____

PHONE: 414-315-0266/414-315-4940 EMAIL: helge1252@gmail.com / dhelgeson@gmail.com

PROPERTY OWNER (IF DIFFERENT): _____

PROPERTY OWNER MAILING ADDRESS: _____

PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

- ☒ CONCEPT REVIEW
- ☐ SITE/ARCHITECTURAL PLAN APPROVAL
- ☐ SUBDIVISION PLAT OR CSM REVIEW
- ☒ ZONING DISTRICT CHANGE
- ☒ CONDITIONAL USE ZONING
- ☐ ANNEXATION REQUEST
- ☒ VARIANCE/BOARD OF APPEALS
- ☐ OTHER _____

DESCRIBE REQUEST: Request to allow unused space/shop in building to be converted to personal residence. See attached letter.

PLEASE SUBMIT: FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC
FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC
TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOCFEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: _____ DATE: 04/04/2025

FOR CITY STAFF USE ONLY

TOTAL FEE: $ _____ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: _____

APPLICATION AND FEE RECEIVED BY: _____ PLAN COMMISSION MEETING DATE: 5-5-25

ATTACHMENTS (CHECK IF RECEIVED):

☒ FIVE DESCRIPTIONS ☐ FIVE FULL-SIZE SETS ☐ THIRTEEN PLAN SETS

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: 13-054-0002.002

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

Andrew Helgeson and Debra Helgeson
4940 Timbercrest Drive
Cedarburg, WI 53012
414-315-0266 / 414-315-4940

Mary Censky, City of Cedarburg, City Planner
W63 N645 Washington Avenue
Cedarburg, WI 53012

RE: N56 W6393/63995 Center Street
Proposed Residential Conversion

To whom it may concern;

This property is across the street from the Interurban Museum and the previous Library, now the La Budde Group. The property to the East abuts Hanover Avenue, is at the SW corner with Center Street, and is also a mixed-use building. The Bike path runs along the west side of the property and all properties past the bike path are single family residences. A concrete parking lot abuts the south side of the building for the adjacent commercial property.

This building currently has 2 Commercial Business fronting Center Street, 2 residential Apartments on the 2nd Floor, 1 residential Efficiency Apartment on the 1st Floor, and a Shop on the 1st Floor at the rear of the building. The only change to the building would be at the Shop and possibly the Efficiency Apartment – no other changes to the existing tenants would be considered.

We are requesting to convert the Shop into our personal residence to accommodate a long-term health problem. We have been advised by our Attorney that having our residence in this property would provide a better financial situation long term.

The building was converted from use as a theater to its current configuration in the 1950's – the only changes made since then have been interior remodeling to accommodate new commercial tenant's needs. The property includes a parking lot along the west side of the building, abutting the bike path. There is currently a wood framed Shed along the West side of the building. We would seek approval to replace this shed with a garage.

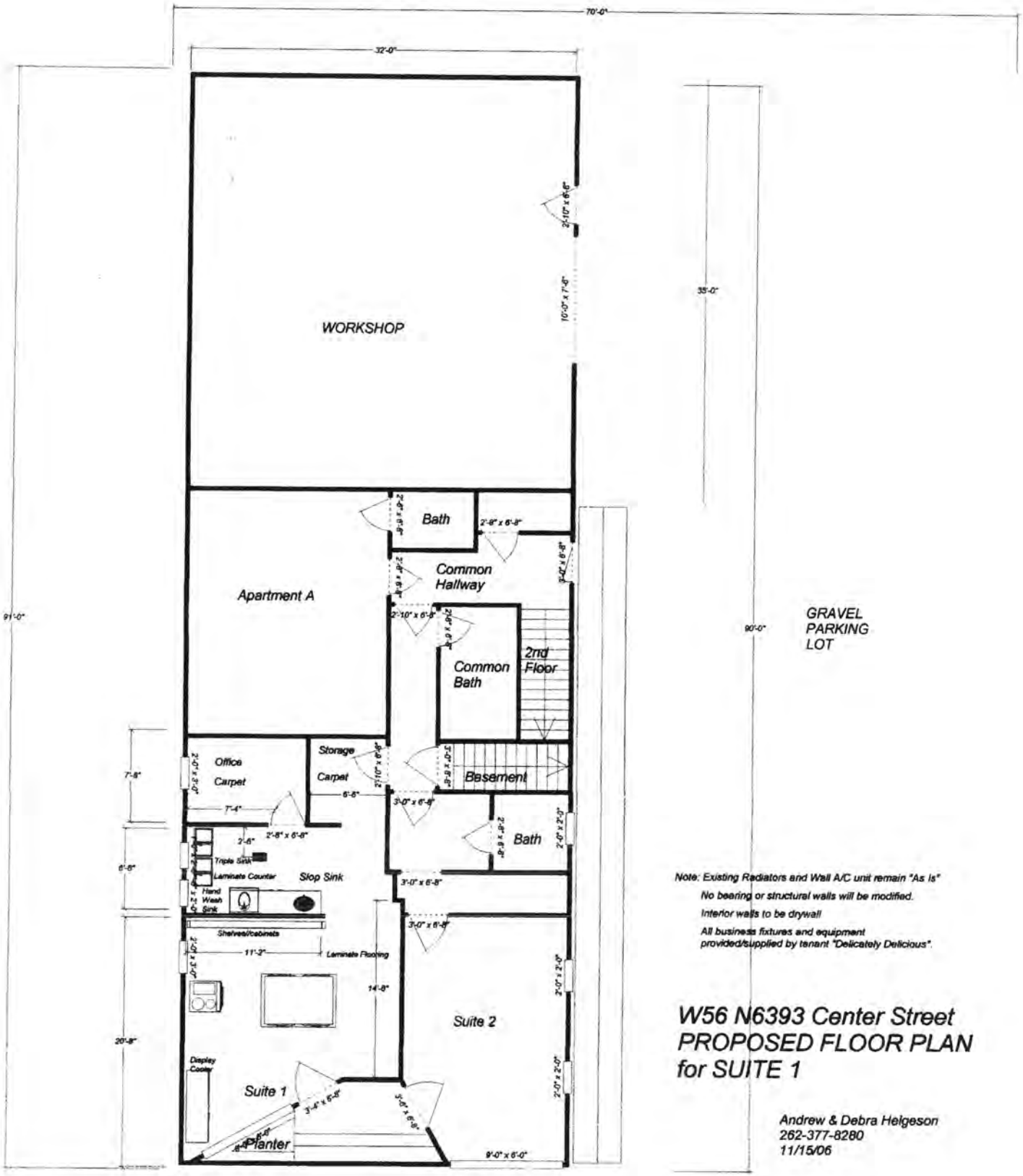
We understand the limitations under the existing B3 Zoning, but feel this property is somewhat unique as it is at the very edge of the Zoning District and has nothing but residences to the west; there is currently a residential apartment at ground level; and the property abutting ours at the East also has a residential apartment at ground level.

The major change to the exterior would be updating of the existing vinyl siding. The residence would be a 2 Bedroom, 2 Bathroom unit which would necessitate elimination of a large Overhead Door, installation of a new Entry Door and possibly another Access Door if required, and installation of several additional windows.

I have attached a Plot Plan/Building Layout but have not proceeded with blueprints of the proposed changes pending the results of this meeting.

We look forward to your help with this process. Thank You.

Respectfully yours,
Andrew & Debra Helgeson



Note: Existing Radiators and Wall A/C unit remain "As Is"

No bearing or structural walls will be modified.

Interior walls to be drywall

All business fixtures and equipment provided/supplied by tenant "Delicately Delicious".

W56 N6393 Center Street PROPOSED FLOOR PLAN for SUITE 1

Andrew & Debra Helgeson
262-377-8280
11/15/06

PLAT OF SURVEY

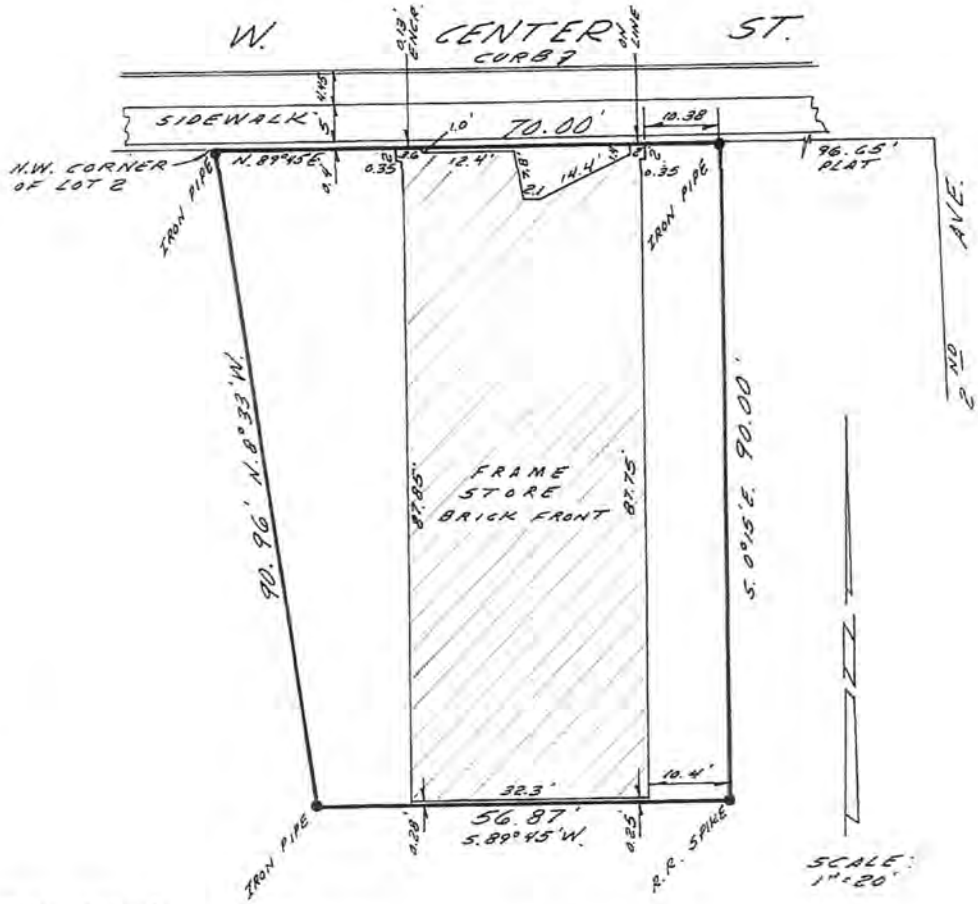
BADGER SURVEYING CO., INC.

7970 NORTH 47TH ST. BROWN DEER, WISCONSIN 53223
PHONE 354-9080

CLARENCE H. PIEPENBURG, PRESIDENT
REGISTERED LAND SURVEYOR

PROPERTY AT 201 W. Center St. Mrs. Kiesow **OWNER.**

LEGAL DESCRIPTION — That part of Lot 2, Boerners Subdivision, in the South East 1/4 of Section 27, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of Lot 2 aforesaid, thence North 89° 45' East along the North line of said Lot, 70 feet to a point; thence South 0° 15' East on a line at right angles to the North line of said Lot, 90 feet to a point in the South line of said Lot, thence South 89° 45' West along the South line of said Lot, 56.87 feet to the Southwest corner of said Lot; thence North 8° 33' West along the West line of said Lot 90.96 feet to the place of beginning.



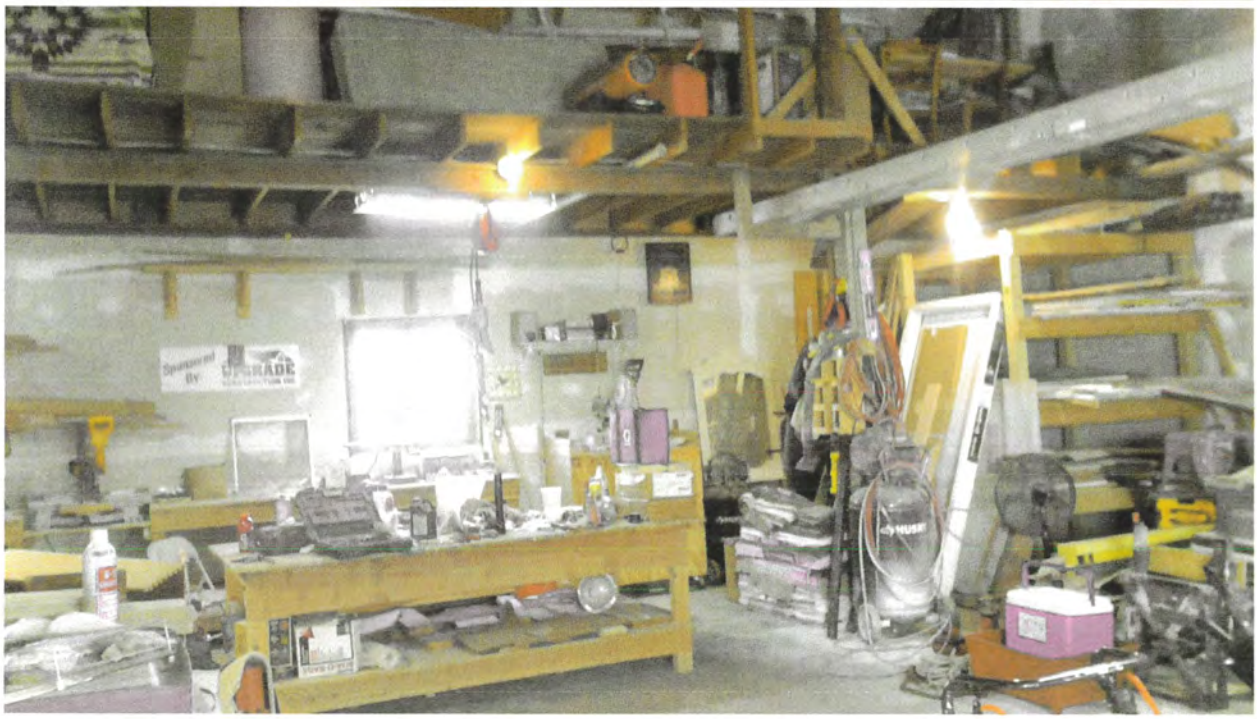
Prepared for JIM SWAN

State of Wisconsin, County of Milwaukee } ss.

I hereby certify that on the 19TH day of SEPT. 1973, I have accurately surveyed the above described property and that the above plat is a correct representation thereof and shows the exterior boundary lines and location of buildings and other improvements on said property and the correct measurements thereof.

Plat No. 73-844

Signed Clarence H. Piepenburg
Registered Land Surveyor


Sponsored By
UPGRADE

THEN & NOW

The Chimes Movie Theater, located at N56 W6393 Center Street in Cedarburg, provided Saturday afternoon entertainment for many moviegoers in the early 1900s when this picture (upper photo) was taken. The theater continued to show movies until the 1960s. The structure now houses a dentist's office and apartments (at right).

Photo courtesy of
Edward Rappold

News Graphic
4/23/86

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky
Date Prepared: May 5, 2025

General Information:

Agenda Item: 7.D.

Applicant: City initiated item

Request: Review, discussion and possible recommendation to the Common Council to amend the City Code upon creation of a new City of Cedarburg Site and Architectural Design Review Board (SARB).

Discussion:
The City has been in discussions about creating a new Site and Architectural Design Review Board (SARB) tasked with reviewing new commercial/industrial/institutional/mixed use site and building plans, as well as residential plats and residential building designs, and making recommendations to the Plan Commission. These duties are currently assigned to the Plan Commission, where a couple of the many commissioners who are uniquely quite qualified to lend expert review and comments as a part of Plan Commission consideration, tend to contribute a great deal of their personal time and expertise, outside of the regular Plan Commission meetings, in preparation for the design and architectural discussions on these items.

The Plan Commission will recall one of the recently favored policies set forth in the Chapter 2-Housing of the Smart Growth Comprehensive Plan calls for developers to 'provide architectural theme and design detail information as a part of any new housing development application as might ensure that certain unique architectural and building/site design characteristics of historic Cedarburg continue to be referenced going forward'. Further, Chapter 8-Land Use provides among its goals/objectives that 'detailed site design considerations must also be addressed during the project approval phase'. These examples suggest that the City is calling for design excellence in new/future development projects. The SARB could

substantially impact these outcomes, considering that the goal is to appoint members to this Board who possess special expertise in architecture and similar site and building design vocations such as, but not necessarily limited to, construction, landscape architecture, and site planning, for instance.

It's likely that, as a part of its initial work, the SARB will review and may recommend modifications to portions of the specific language describing the site and architectural design standards as set forth in Article F below.

ARTICLE F SITE PLAN AND ARCHITECTURAL REVIEW

Sec. 13-1-120 Purpose of site plan and architectural review.

For the purpose of promoting compatible development, stability of property values, fostering the attractiveness and functional utility of the community as a place to live and work, preserving the character and quality of the built environment by maintaining the integrity of those areas which have a discernible character or are of a special historic significance, protecting certain public investments in the area, and raising the level of community expectations for the quality of its environment, this section requiring site plan and architectural review is intended.

Sec. 13-1-121 Site plan review principles and standards.

To implement the purposes set forth in section 13-1-120, the city plan commission shall–following due consideration of the recommendation(s) of the site and architectural design review board (SARB), review the site, existing and proposed structures, neighboring uses, utilization of landscaping and open space, parking areas, driveway locations, loading and unloading (in the case of commercial and industrial uses), highway access, traffic generation and circulation, drainage, sewerage and water systems, and the proposed operation for all new and modified commercial/office/industrial/institutional sites. The city plan commission will approve said site plans only after determining that:

(a) The proposed use(s) conform(s) to the uses permitted in that zoning district.

(b) The dimensional arrangement of buildings and structures conform to the required area, yard, setback, and height restrictions of this chapter.

(c) The proposed use conforms to all use and design provisions and requirements (if any) as found in this chapter for the specified uses.

(d) There is a proper relationship between the existing and proposed streets and highways within the vicinity of the project in order to assure the safety and convenience of pedestrian and vehicular traffic.

(e) The proposed on-site buildings, structures, and entryways are situated and designed to minimize adverse effects upon owners and occupants of adjacent and surrounding properties by providing for adequate design of ingress/egress, interior/exterior traffic flow, stormwater drainage, erosion, grading, lighting, and parking, as specified by this chapter or any other codes or laws.

(f) Natural features of the landscape are retained where they can enhance the development on the site, or where they furnish a barrier or buffer between the project and adjoining properties used for dissimilar purposes or where they assist in preserving the general safety, health, welfare, and appearance of the neighborhood.

(g) Adverse effects of the proposed development and activities upon adjoining residents or owners are minimized by appropriate screening, fencing, or landscaping, as provided or required in this chapter.

(h) Land, buildings, and structures are readily accessible to emergency vehicles and the handicapped.

(i) The site plan is consistent with the intent and purpose of this chapter, which is to promote the public health, safety, and general welfare, to encourage the use of lands in accordance with their character and adaptability, to avoid the overcrowding of population, to lessen congestion on the public roads and streets, to reduce hazards of life and property, and to facilitate existing community development plans.

(j) The site plan is consistent with the public goals, objectives, principles, standards, policies, and urban design criteria set forth in the city's adopted community master plan or components thereof.

Sec. 13-1-122 Architectural review principles, standards and procedures.

Architectural review and standards are ~~required~~ applicable to~~for~~ all new commercial/office/industrial/institutional buildings and all new principal buildings proposed for construction on all new lots created by a subdivision plat, by Certified Survey Map and on all infill lots. Architectural style is not restricted; however, structures must be compatible with the surrounding area. To provide criteria for the implementation of the purposes set forth in section 13-1-120, the following architectural review principles, criteria, and procedures are established:

(a) *Building scale and mass.* The relative proportion of a building to its neighboring existing buildings, to pedestrians or observers, or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered. New buildings and additions to existing buildings shall harmonize and correspond to the existing character of the immediate neighborhood. In approving infill projects, the FAR standard for the zoning district in which the building is located shall not govern the building size, but rather, building size will be established, on a case-by-case basis, to reflect the existing character of the neighborhood.

(b) *Building rooflines and roof shapes.* The visual continuity of roofs and their contributing elements (parapet walls, coping, cornices, etc.) shall be maintained in building development or redevelopment.

(c) *Materials.* Material selection for architectural design shall be based upon the prevailing material already used on existing buildings in the area. No building shall be permitted where any exposed facade is constructed or faced with a finished material which is aesthetically incompatible with other building facades in the area and which presents an unattractive appearance to the public and surrounding properties.

(d) *Colors.* Since the selection of building colors has a significant aesthetic and visual impact upon the public and neighboring properties, color shall be selected in general harmony with the existing neighborhood buildings.

(e) *Building location.* No building shall be permitted to be sited in a manner which would unnecessarily destroy or substantially damage the beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in the area or which would unnecessarily have an adverse effect on the beauty and general enjoyment of existing structures on adjoining properties.

(f) *Historic structures.* Any construction, rehabilitation and/or restoration of any landmark or historic building or structure within the Washington Avenue Historic District and proposed for any locally designated historic building shall conform to all the requirements of this chapter and with the terms and conditions outlined by the landmarks commission and included in the city's Building/Historic Code.

(g) *Infill lot.* An infill lot is a single vacant lot located in a predominately built-up area, which is bounded on two or more sides by existing development. In addition any lot which contains an existing building, which will be removed and replaced with a new building, shall also be considered an infill lot. The infill status of a lot shall continue until building plans have been approved by the site and architectural design review board ~~plan commission~~, a building permit acquired and the building constructed in accordance with the

approved plans and an occupancy permit issued. Once the occupancy permit is issued, the status of the lot shall change to non-infill and any additions or modifications thereafter shall be processed under normal procedures in accordance with article F.

(h) *Application of standards and review procedures.*

(1) Architectural standards for new buildings on lots created by a subdivision plat or by Certified Survey Map shall be submitted to the SARB for review, consideration and recommendation to the Plan Commission as covenants or deed restrictions to be applied to any approval granted ~~to the~~by the plan commission and/or council at the time of an approval of the Certified Survey Map or preliminary and final plat. The plan commission and council shall consider the recommendation(s) of the SARB, apply the above principles and criteria, and either approve, approve conditionally or reject the proposed architectural ~~standards~~covenants or deed restrictions.

(2) The city plan commission shall, following due consideration of the recommendation(s) of the SARB, review the proposed architectural style/design, materials, and colors, in the context of the surrounding area and the purpose set forth in Section 13-1-120 above, for all new or substantially modified buildings located on commercial/office/industrial/institutional sites. The city plan commission will approve said site plans only after determining that these plans comply with the architectural review principles and criteria set forth in Section 13-1-122 (a)-(g) above.

(2) On infill lots, architectural plans and data in accord with section 13-1-124 shall be submitted to the ~~plan commission~~ SARB. The plan commission, giving due consideration to the recommendations of the SARB, ~~shall~~ and applying the above principles/criteria, ~~and~~ shall either approve, approve conditionally or reject the architectural plans.

Sec. 13-1-123 Compliance for multiple-family residential and non-residential structures.

(a) *Compliance for multiple-family residential and non-residential structures.* No use or structure [except single-family and two family non-infill dwellings] shall hereafter be erected, moved, reconstructed, extended, enlarged, altered, or changed until the city SARB ~~plan commission~~ has reviewed and made a recommendation to the plan commission as to said~~approved~~ plans for the site ~~or~~ and structures. The city plan commission shall not approve any plans unless they find after review~~ing~~ and study of the application, and giving due consideration to the recommendation(s)s of the SARB, that the use and/or structures, as planned, will not violate the intent and purposes of this chapter, as well as the principles/criteria set forth in sections 13-1-121 and 13-1-122.

Sec. 13-1-124 Applications for site plan review.

Sixteen copies of all building and site plan data shall be submitted to the ~~city clerk~~city planning department not less than ~~17~~ 20 days prior to the next regularly scheduled city ~~plan commission~~ SARB meeting.~~,~~ ~~who~~The planning department shall transmit all applications and their accompanying plans to the appropriate city departments and staff and city ~~plan commission~~ site and architectural review board for their review. The SARB shall review and act upon the plans at their next available, regularly scheduled meeting and make its recommendation to the Plan Commission and/or Common Council. Site plan data to be submitted with all site plan review applications shall include the following:

(a) Site plans drawn to a recognized engineering or architectural scale with the name of project noted.

(b) One colored rendering of the site and landscaping plans.

(c) Owner's and/or developer's name and address noted.

(d) Architect's and/or engineer's name and address noted.

(e) Date of plan submittal.

(f) Scale of drawing, site size (area in square feet or acres), and building area and coverage noted on plan.

(g) Existing and proposed topography shown at a contour interval of not less than two feet at National Geodetic Vertical Datum, indicating proposed grade on a grading plan and location of improvements.

(h) The characteristics of soils related to contemplated specific uses.

(i) All building and yard setback lines indicated.

(j) Where applicable, both the 100 year recurrence interval floodplain and the floodway indicated.

(k) All drives, curb cuts, and both ingress and egress locations indicated.

(l) The proposed location of all signage to be placed on the site.

(m) The location and type of all outdoor lighting proposed to illuminate the site.

(n) Total number of parking spaces noted.

(o) The type, construction materials, size, and location of all structures with all building dimensions shown.

(p) Indicate height of buildings.

(q) Existing and proposed street names indicated.

(r) Indicate existing and proposed public street rights-of-way and/or reservations and widths.

(s) Indicate and locate all easements on the subject property.

(t) North arrow shown.

(u) Locate existing and general location of proposed sanitary sewers, storm sewers, water mains and fire hydrants (existing and proposed) and proposed electrical service easements. In addition, all locations for the proposed connections to such utilities should be indicated on the site plan.

(v) Locate any proposed stormwater management facilities, including detention/ retention areas.

(w) Locate existing trees, including the delineations required in the Tree Preservation Ordinance..

(x) Note location, extent, and type of proposed landscaping and landscape plantings as well as any proposed buffer areas for adjoining properties.

(y) Note location of pedestrian sidewalks and walkways.

(z) A graphic outline of any development staging which is planned.

(aa) If the development abuts an existing or planned arterial street or highway, as identified on the city's master plan or component thereof, all driveway locations of all adjoining property within 200 feet of the subject property shall be indicated on the site plan.

(bb) Written project summary including operational information, building schedule, and estimate of project value including all site improvement costs.

(cc) Other data which may be required by either the city staff or city ~~plan commission~~ site and architectural review board ~~-~~to review the site plan.

Sec. 13-1-125 Application for architectural review.

Architectural data shall be submitted to the ~~city clerk~~City planning department not less than 20 days prior to a regularly scheduled ~~plan commission~~ site and architectural review board ~~-~~meeting~~,~~. ~~who~~The planning department shall transmit all applications and their accompanying plans to the appropriate city departments and staff and ~~plan commission~~ SARB ~~-~~for their review. The ~~plan commission~~ SARB shall review and act upon the plans ~~within a reasonable amount of time~~at their next available, regularly scheduled meeting and make its recommendation to the

Plan Commission and/or Common Council. Architectural data to be submitted with all architectural review applications shall include the following:

(a) Architectural plans, elevations, and perspective drawings and sketches illustrating the design and character of all proposed structures. A materials and color perspective rendering of the exterior of the proposed building(s) shall be required for review by the ~~plan commission~~ site and architectural design review board. Said elevations and perspective drawings shall indicate the location and placement of all auxiliary building equipment such as heating, ventilating, and/or air conditioning equipment. These drawings are to be drawn to a recognized architectural scale with the name of the project noted.

(b) Owner's and/or developer's name and address noted.

(c) Architect's and/or engineer's name and address noted.

(d) Date of submittal of plans.

(e) Scale of drawings noted on each drawing.

(f) The type, size, and location of all structures with all building dimensions shown.

(g) Indication of the height of building(s).

(h) Site plan indicating building location drawn to a recognized engineering or architectural scale, with the name of the project noted and north arrow shown.

(i) Notation on fire protection measures to be installed according to the City of Cedarburg Fire Prevention and Protection Code.

(j) Samples of exterior materials and their colors.

(k) Additional information and data which may be required by the ~~plan commission~~ site and architectural design review board may include the following upon request:

(1) Photographs from the site of adjacent neighboring structures.

(2) Detailed drawings of decorative elements of the building(s) or structure(s).

(3) Sectional building or site drawings.

Sec. 13-1-126 Findings lapse of approval.

The city plan commission shall not approve any application unless it finds by a preponderance of the evidence after viewing the site plan and/or building plans and considering the recommendation of the SARB, that the intent and purpose of this chapter, as well as the principles and requirements set forth in sections 13-1-121, 13-1-122, and 13-1-124, have been complied with. The findings of the city plan commission shall be indicated in the minutes of its meeting and shall be a public record. Plans shall be stamped approved, conditionally approved, or denied and signed and dated by the secretary of the plan commission and retained as a permanent record by the city clerk.

Lapse of site plan approval. If a builder or developer of a project which has been granted site and/or architectural plan approval has not obtained and complied with the provisions of a building permit consistent with said site or architectural plan approval within one year of the date of the initial plan commission approval, the plan approval shall lapse. Upon application, the plan commission may renew its approval of the site and/or architectural plans as initially granted or may require changes as deemed appropriate.

Retroactivity. This ordinance shall be retroactive to all site and/or architectural plan approvals for which as of the date of enactment of this ordinance the developer has not obtained and complied with the provisions of a building permit consistent with the initial approval.

Sec. 13-1-127 Appeals.

Any person or persons aggrieved by any decisions of the council or plan commission related to site plan or architectural review, except as to infill lots, may appeal the decision to the zoning board of appeals. Such appeal shall be filed with the city clerk within 30 days after ~~filing of~~ the date of the ~~-~~decision of the ~~zoning administrator~~plan commission. Person(s) aggrieved by any decision of the plan commission as to infill lots may appeal the decision to the common council within 30 days after ~~filing of~~ the date of the decision ~~by~~ of the ~~-~~plan commission.

Recommendation:

If the Plan Commission feels it would be beneficial to include this sort of specialized consideration as to site plans and building architecture prior to final approvals, then a favorable recommendation to the Common Council would be appropriate at this time referencing the DRAFT code language changes above as the desired means of incorporating this board into the review/approval process.

CHAPTER 2

HOUSING ELEMENT

66.1001(2)(b) Wis. Stat.:

> **Housing Element**. A compilation of objectives, policies, goals, maps and programs of the local governmental unit to provide an adequate housing supply that meets existing and forecasted housing demand in the local governmental unit. The element shall assess the age, structure type, value and occupancy characteristics of the local governmental unit's housing stock. The element shall also identify specific policies and programs that promote the development of housing for residents of the local governmental unit and provide a range of housing choices that meet the needs of persons of all income levels and of all age groups and persons with special needs, policies and programs that promote the availability of land for the development or redevelopment of low-income and moderate income housing, and policies and programs to maintain or rehabilitate the local governmental unit's existing housing stock.

Housing costs, in many cases, represents the largest expenditures an individual will make in their lifetime. Because of the significance of this investment, the City of Cedarburg undertakes to protect and enhance the existing housing supply and values through effective building, zoning and land use codes while also promoting new residential growth and development to satisfy anticipated future residential housing demands.

Residential development in the City of Cedarburg has its origins along the downtown/Washington Avenue corridor. Its proximity to Cedar Creek provided ample water power to support the needs of the initial settlers. Over time, the population of Cedarburg grew slowly and in the 1880's the community began to expand beyond this original corridor in all directions. Post World War II Cedarburg experienced an increase in the rate of housing development unlike any before. Today, residential land uses occupy more land than any other developed land use within the City. This Chapter will focus on identifying the current characteristics of the City's housing stock to aid in planning for the designation of adequate lands, in suitable locations, as will ensure that the various housing needs of present and future residents, as homeowners or renters, across all income levels, are addressed.

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Housing Inventory

Understanding the number and type of occupied housing units is important in land use and public facilities planning. Housing directly influences the demand for land as well as the demand for transportation facilities and other public facilities, utilities, and services. Housing tenure information sheds light on how residents live in the community. Occupancy and vacancy characteristics can help indicate if the existing housing stock is sufficient to meet current and trending demands. According to the US Census, the City of Cedarburg experienced a net increase of 797 units to its housing stock between 2000 and 2020. Among occupied dwelling units in 2020, 64% were single-family detached homes, 8% were duplex-type residence structures, and 28% were situated in multi-family (i.e., three or more units/building) structures. Of the 5,067 total occupied housing units in the City in 2020, 66% were owner-occupied and 34% were renter-occupied. In Ozaukee County, in 2020, 57% of the occupied housing units were owner-occupied and 43% were renter-occupied. In the State of Wisconsin for 2020, 68% of occupied housing units were owner-occupied and 32% were renter-occupied.

The U.S. Department of Housing and Urban Development has established a minimum target rate for overall unit vacancy of 3% to assure an adequate choice of housing for consumers. According to the 2020 Census data, the City of Cedarburg had an overall/combined housing unit vacancy rate of 6% indicating a healthy supply of available housing. This vacancy rate has risen slightly in Cedarburg over the last 20 years. The overall/combined housing unit vacancy rate in 2000 was 4%. Table 2.1, Comparison of Housing Occupancy, indicates that the City of Cedarburg's 2020 overall housing unit vacancy rate of 6% is comparable to the rate for Ozaukee County (5%) but substantially lower than the State of Wisconsin (11%).

Comparison of Housing Occupancy

TABLE 2.1	City of Cedarburg			Ozaukee County			State of Wisconsin		
	2000	2010	2020	2000	2010	2020	2000	2010	2020
Occupied Housing Units	4,432		5,067	30,857		37,015	2,084,544		2,491,121
% of Total Units	96%		94%	96%		95%	90%		91%
Owner-Occupied	2,891		3,369	23,543		21,172	1,426,361		1,696,493
% of Total Occupied Units	65%	72%	66%	76%	78%	57%	68%	68%	68%
Renter-Occupied	1,541		1,698	7,314		15,843	658,183		794,628
% of Total Occupied Units	35%	28%	34%	24%	22%	43%	32%	32%	32%
Vacant Housing Units	161		323	1,117		2,071	236,600		299,365
% of Total Units	4%		6%	3%		5%	10%		11%
TOTAL HOUSING UNITS	4,593	4,932	5,390	32,034	36,341	39,086	2,321,144	2,626,142	2,727,726

Source: 2000, 2010, & 2020 U. S. Census

Structure Type

In reviewing the structure type (single-family, duplex, multi-family), one is able to get a sense of the physical characteristics of the community's housing stock. According to the 2020 Census, there were a total of 5,390 housing units in the City of Cedarburg. Among occupied dwelling units in 2020, 64% were single-family detached homes, 8% were duplex-type residence structures, and 28% were situated in multi-family (i.e., three or more units/building) structures.

Comparison of Occupied Structure Type

TABLE 2.2									
	City of Cedarburg			Ozaukee County			State of Wisconsin		
UNITS IN STRUCTURE	1990	2000	2020	1990	2000	2020	1990	2000	2020
1 Unit, Detached	2,308.00	2,671.00	3,433.00	18,741.00	22,300	24,463	1,342,230	1,531,612	1,652,182
% of Total Housing Units	58%	60%	64%	72%	70%	63%	70%	66%	66%
1 Unit, Attached	247.00	275.00	293.00	1,480.00	2,302.00	3,197.00	50,380	77,795	110,824
% of Total Housing Units	6%	6%	5%	6%	7%	8%	3%	3%	4%
2 Units	301.00	333.00	139.00	1,724.00	1,817.00	1,719	197,659	190,889	142,248
% of Total Housing Units	8%	8%	3%	7%	6%	4%	10%	8%	6%
3-4 Units	258.00	351.00	372.00	710.00	1,054.00	1,378	79,582	91,047	83,763
% of Total Housing Units	6%	8%	7%	3%	3%	4%	4%	4%	3%
5-9 Units	402.00	382.00	494.00	1,604.00	2,185.00	3,609	81,331	106,680	127,889
% of Total Housing Units	10%	9%	9%	6%	7%	9%	4%	5%	5%
10-19 Units *	239.00	201.00	119.00	1,025.00	1,153.00	4,570	67,222	75,456	308,711
% of Total Housing Units	6%	5%	2%	4%	4%	12%	3%	3%	12%
20 or more *	226	321	540	749	1,115	---	108063	143,497	---
% of Total Housing Units	6%	7%	10%	3%	4%		6%	6%	

Source; U.S. Bureau of the Census, 1990, 2000, and 2020 Census
* In 2020 this metric was changed to "10 units or more"

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Structure Age

While the age of a structure can often be used to measure a dwelling's condition, in communities like the City of Cedarburg, that does not necessarily hold true. In Cedarburg, where historic preservation has been embraced and fostered, the older age of the home does not necessarily imply poor condition. These preservation efforts have established Cedarburg's distinctive architectural quality/character, and the City has benefited from increased tourism and greatly increased real estate values.

According to Census 2020, of the 5,390 housing units in the City with listed age, 1,656 or 30% have been built since 1990. This statistic compares to 34% in Ozaukee County and 33% in the State during the same period. The City of Cedarburg has about 28% of its housing units constructed prior to 1960. These homes are generally located in closest radiant proximity to downtown Cedarburg where the earliest, and many historically significant homes were first developed in the area. Table 2.3 shows a comparison of housing age between the City of Cedarburg, Ozaukee County and the State of Wisconsin.

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Housing Age Comparison

TABLE 2.3						
	2020		2020		2020	
YEAR STRUCTURE BUILT	City of Cedarburg		Ozaukee County		State of Wisconsin	
	Number	Percent	Number	Percent	Number	Percent
2020 and Newer	5	0.09%	329	0.84%	38,130	1%
2000 to 2019	778	14%	7,897	20%	561,650	20%
1990 to 1999	873	16%	5,150	13%	324,341	12%
1980 to 1989	644	12%	5,150	13%	268,452	10%
1970 to 1979	896	17%	5,424	14%	384,425	14%
1960 to 1969	636	12%	5,424	14%	257,490	9%
1940 to 1959	724	13%	5,420	14%	431,086	16%
1939 or earlier	834	15%	4,323	11%	504,781	18%
TOTAL	5,390		39,117		2,770,355	

Source: U.S. Bureau of the Census 2020 Census

Housing Value

Housing value is another, and perhaps more important, gauge for determining the overall condition of the current housing stock. Housing values have predictably gone up across the State but the rate of increase varies depending on location. Housing values in Ozaukee County have typically exceeded the values of housing found in other areas of the State. The value of housing in the City of Cedarburg is relatively consistent with, although slightly higher than, the value of housing, on average, found throughout Ozaukee County. Housing values in the City of Cedarburg and Ozaukee County continue to run significantly higher than housing values throughout the State.

Table 2.4 compares Cedarburg's housing values to the County and the State. In 2020, the City of Cedarburg had .9% of homes valued at less than $50,000 and none that exceeded $1,000,000. The median value of housing units in the City was $372,500, which is slightly higher than Ozaukee County ($370,200) and considerably higher than The State of Wisconsin (252,800).

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Housing Value Comparison (Owner Occupied)

Table 2.4									
VALUE	City of Cedarburg			Ozaukee County			State of Wisconsin		
	1990	2000	2020	1990	2000	2020	1990	2000	2020
<$50,000	12	-	32	356	67	493	287,197	73,450	70,141
% of Total	1%	-	1%	2%	0%	2%	31%	7%	4%
$50,000 to $99,999	1,063	76	35	7,789	917	168	492,163	396,893	100,865
% of Total	49%	3%	1%	48%	4%	1%	54%	35%	6%
$100,000 to $149,999	878	686	26	4,860	5,968	487	95,292	343,993	181,878
% of Total	41%	27%	1%	30%	29%	2%	10%	31%	11%
$150,000 to $199,999	161	999	53	1,721	5,584	1,317	24,660	173,519	256,702
% of Total	7%	39%	2%	11%	27%	5%	3%	16%	15%
$200,000 to $299,999	47	586	835	1,125	4,585	5,882	12,286	95,163	432,287
% of Total	2%	23%	25%	7%	22%	22%	1%	9%	25%
$300,000 to $499,999	7	228	1,761	560	2,636	11,262	5,110	30,507	458,213
% of Total	0%	9%	52%	3%	13%	42%	1%	3%	27%
$500,000 to $999,999		8	626		819	5,950		7,353	172,554
% of Total		0%	19%		4%	22%		1%	10%
$1,000,000 or more		-	1		47	966		1,589	23,853
% of Total		-	0.03%		0.20%	3.64%		0.10%	1%
MEDIAN	$100,400	$179,900	$372,500	$100,500	$177,300	$370,200	$62,500	$112,200	$252,800

Source; U.S. Bureau of the Census, 1990, 2000, 2020

<u>Housing Affordability</u>

According to the U.S. Department of Housing and Urban Development, no more than 30% of the household income should be spent on monthly housing costs in order for a home to be considered affordable. The U.S. Census provides data on housing costs as a percentage of household income for homeowners and renters. Information on Table 2.5 is taken from the U.S. Census and is based on a sample of households in the City of Cedarburg, not a total count of all households. It does, however, serve to compare the City of Cedarburg's monthly ownership costs with those of the County and the State.

Table 2.5 compares monthly housing costs for homeowners as a percentage of their household income for the City of Cedarburg, Ozaukee County, and the State of Wisconsin. In 2020, 80% of the homeownership households within the City of Cedarburg paid less than 30% of their monthly income toward housing costs, and those units were considered affordable to those

living in them. This percentage is slightly less than that of Ozaukee County (82%) and the State of Wisconsin (81%).

Table 2.5 Monthly Owner Costs as a Percentage of Household Income (2000)

Table 2.5												
	City of Cedarburg		City of Cedarburg		Ozaukee County		Ozaukee County		State of Wisconsin		State of Wisconsin	
	2000		2020		2000		2020		2000		2020	
Monthly Owner Costs as	2,577		3,369		20,623		26,331		1,122,467		1,683,927	
% of Household Income	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
0% - 20%	1,329	52%	1,815	54%	11,072	54%	15,961	61%	634,277	56.51%	1,012,633	60%
20.0% to 24.9%	516	20%	695	21%	3,327	16%	3,126	12%	173,620	15.47%	212,723	13%
25.0% to 29.9%	266	10%	203	6%	2,060	10%	2,450	9%	109,833	9.78%	126,864	8%
30.0% to 34.9%	158	6%	234	7%	1,247	6%	1,059	4%	64,892	5.78%	80,150	5%
35% or more	302	12%	422	13%	2,848	14%	4,005	15%	135,075	12.03%	251,557	15%
not computed	6	0.23%	0	---	69	0.33%	194	0.74%	4,770	0.42%	12,566	0.75%

Source; U.S. Bureau of the Census, 2000 and 2020 Census

Table 2.6 shows monthly housing costs for renters as a percentage of their household income for the City of Cedarburg, Ozaukee County and the State of Wisconsin. In 2020, 53% of renters in the City of Cedarburg were paying a monthly rent that can be described as affordable. This percentage is comparable to both Ozaukee County (51%), and the State (51%).

Monthly Renter Costs as a Percentage of Household Income (2000 and 2020)

TABLE 2.6												
	City of Cedarburg		City of Cedarburg		Ozaukee County		Ozaukee County		State of Wisconsin		State of Wisconsin	
	2000		2020		2000		2020		2000		2020	
Monthly Renter Costs as	1,577		1,698		7,190		12,592		641,672		794,628	
% of Household Income	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
0% - 20%	636	40%	461	27%	3,165	44%	4,042	32%	242,345	37.77%	233,008	29%
20.0% to 24.9%	273	17%	222	13%	1,136	16%	1,519	12%	90,934	14.17%	92,874	12%
25.0% to 29.9%	160	10%	214	13%	693	10%	820	7%	67,926	10.59%	82,695	10%
30.0% to 34.9%	126	8%	47	3%	573	8%	918	7%	44,573	6.95%	63,458	8%
35% or more	364	23%	719	42%	1,323	18%	4,710	37%	162,669	25.35%	276,752	35%
not computed	18	1%	35	2%	300	4%	583	5%	33,225	5%	45,841	6%

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Source; U.S. Bureau of the Census, 2000 and 2020 Census

Housing Assistance Programs

To help maintain and improve housing conditions, and to satisfy the needs of all residents, the City of Cedarburg has several local, County and State means and programs available to them. To ensure that existing and future housing is safe and suitable for occupancy, the City's Building Code is applied and enforced. The Building Code must be reviewed and updated periodically to keep current with changes mandated by the State. The City has incorporated the State Uniform Dwelling Code into its Building Code to ensure consistent standards for all residential dwellings. To meet the needs of low and moderate income, elderly, and handicapped residents needing housing assistance, the City should always be exploring the feasibility of participating in Federal, State, and County housing programs that make loans and grants available to build, repair, rent or otherwise obtain adequate housing. The Wisconsin Housing and Economic Development Authority (WHEDA) provides a listing of numerous housing programs including low interest loans for first time homebuyers, home improvement loans, and tax credit programs for elderly and low-income family housing.

One of these programs is the Community Development Block Grant (CDBG) which is a federally funded program administered by the Wisconsin Department of Administration, Division of Energy, Housing and Community Resources, to assist local governments with housing programs that primarily benefit low and moderate income residents. CDBG funds can be used for a wide variety of activities including owner-occupied and renter-occupied housing rehabilitation, homebuyer assistance, handicap accessibility modifications, public facility/infrastructure improvements, and special housing projects like acquisition, demolition and relocation projects.

Housing Demand

Population Trends

As indicated in the Issues and Opportunities Element of this Plan, the City of Cedarburg's annual increase in population ranges from .99% per year to 8.47% per year for the decades from 1950 to 1990 (See Appendix B). During the period between 1980 and 2020, the City's population growth rate averaged .77% per year. From 2010 to 2020 the growth rate was

DRAFT

.62%. During the years 2020-2024, the Fairway Village Subdivision (113 Units, 16 zero-lot-line twin homes + 97 single-family-detached residences), Arrabelle Apartments (69 units), Stone Lake Condominiums (70 units, duplex-type), Cedar Place Apartments (197 units), Fox Run Development (230 units, 160 apartments, 44 townhomes, 26 single-family rental), and Cedar Way Condominiums (7-units) have been approved. According to the Wisconsin Department of Administration figures, during this most recent 4-year period (2020-2024), the City's population increased by 6.54% (+793 persons). From 2020 to 2024, Ozaukee County grew 1.76% (+1,608 persons) and the State grew 1.62% (+95,532 persons).

Considering this information, together with the 2024 City of Cedarburg Housing Data Report (Ref Appendix B), the Plan Commission has determined to use a projected population growth rate of 1.6% annually which results in a 15.92% increase from 2020 to 2030 and a 15.93% increase from 2030 to 2040.

Housing Trends

From 1990 to 2010, the trend in most communities in the State of Wisconsin, including the City of Cedarburg, was a decrease in the average number of residents inhabiting a home or apartment. This statistic is identified as *persons per household, or PPH* and it is calculated by dividing the number of residents living in occupied housing units by the number of occupied housing units. For the City of Cedarburg, people per household has declined slightly, from 2.45 in 2000 to 2.39 in 2020. Changes in the average household size have important implications for housing and residential land use planning since it is the basic factor used to convert future population to the number of dwelling units needed over the planning period. If the City's average household size were to plateau at 2.39 persons per household, an additional 1,324 dwelling units would need to be added to the existing stock by 2040 to fulfill the housing needs of 16,289 total (6,815 new) persons as projected.

Housing Development Environment

Based on the US Census 2023 Annual Geographic Information Table, the City of Cedarburg is 4.972 square miles/3,182.08 acres in area. Of the land currently located within the City's current municipal boundary, no single land use/land use classification demands greater

acreage than residential. In 2024, approximately 61% of the City's total land area is developed as, or classified for future development of, residential uses.

Approximately 373.3 additional acres are classified within the Smart Growth Areas (See Chapter 8-Land Use) for eventual annexation and future residential use. Not all are immediately serviceable (such as SGA 4, SGA 7, and portions of SGA 12. All land currently within the City limits and within the City's planned growth/development areas, are within the City of Cedarburg Sanitary Sewer Service Area boundary. All new development in the City is required to connect to sanitary sewer.

The City's wastewater treatment plant, based on annual average flow, is currently at about 86% of its capacity. Based on *peak* flows, the City's wastewater treatment plant did experience a recent past overflow during a very large rain event. Every year the city is replacing or lining leaking sanitary sewer mains to reduce these peak flow events by reducing stormwater infiltration into the sanitary system. It is true today, that the wastewater treatment plant needs to be rehabilitated, or a new wastewater treatment plant built. The city is gathering further information to decide on rehabilitating the current wastewater treatment plant vs building a new wastewater treatment plan. Until the wastewater treatment plant is rehabilitated or built new, there is still room for additional development and connections. With each new project, the city needs to be cognizant of and evaluate the potential impacts upon annual average flow and peak flows as not to exceed the system capacity.

Water service is available to support all 12 of the identified Smart Growth Areas if developed consistent with the identified land use classifications. Specific cautions/limitations on a couple of the Smart Growth Areas are identified in the Smart Growth Areas themselves (reference Chapter 8, SGA's 4 and 12).

Electric service is available to supply the projected needs of all 12 identified Smart Growth Areas if developed consistent with the recommended land use classifications.

In providing a variety and adequate supply of housing options for its residents, the City of Cedarburg considers the needs and requirements of its diverse population; a population that includes first-time home buyers, young & growing families, empty-nesters, residents who want to downsize, work from home individuals and families, people with special needs or

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disabilities, and retirees. Through careful planning and good judgment, the City of Cedarburg will maintain its unique historic character and continue to foster community pride, increase its desirability and protect existing property values through thoughtfully conceived land use/smart growth plans and complimentary zoning regulations.

Conclusions – Housing Analysis

Between 2000 and 2020, the City of Cedarburg experienced a net increase of 797 housing units or a 17% increase. 2022 renter occupied units represented 33.5% of the City's housing stock. The 2020 median value for housing in the City of Cedarburg (i.e., $375,500) is greater than that of the County ($370,200) and substantially greater than the State ($252,800).

To support the projected population increase through 2040 (Ref Table 1.1) based on the Department of Administration population estimates, using a growth rate of 1% annually, the City would need to add approximately 466 housing units by 2040 (approximately 31 residential units per year).

To support the projected population increase through 2040 using the Vierbicher population projections set forth in the 2024 Cedarburg Housing Data Report, using a 1.6% annual growth rate, the City would need to add approximately 1,424 housing units by 2040 (approximately 95 residential units per year).

The City should target an annual population growth rate between 1.0 and 1.6% through the year 2040 at which time the population growth rate and household size data trends should be updated to reflect the 2030 and 2040 census.

Housing and Residential Development Issues, Goals, Objectives and Policies

Issues:

- Supply of dwelling units may not be keeping-up with demand in certain sectors.
- Lack of new single-family homes ranging in size from 1,200 square feet and up.
- New homes and development need to be more reflective of Cedarburg's unique and historic character type as to architectural themes and neighborhood design.
- Protect existing neighborhoods from intrusion by incompatible land uses.
- Connect new neighborhoods with adequate park and open space access/opportunities

and multi-modal routes to the city's central business district.

- Integrate various housing types within new neighborhoods or subregions of the City.
- Ensure proper maintenance, preservation, and improvement to the quality, integrity, care and maintenance of residential buildings and sites throughout the City.

Goals:

- Encourage sufficient supply of high quality, diverse, and attainable housing options.
- Permit a sufficient number of new lots/dwelling units each year as will ensure that an adequate supply of the various housing types (attached, detached, and multi-family/rental and owner occupied) are available.
- Maintain a sufficient supply of all housing types as might ensure that demand-side pressures are not artificially driving excessive price points.
- Support development of new single-family detached homes in a broad range of sizes (i.e., from 1,200 square feet and up).
- Encourage developers to consider offering a variety of housing types (size points, price points, attached/detached and multi-family…) within new neighborhoods.
- Satisfy local demand for move-up/move over/downsize independent and assisted living type senior housing.
- Satisfy local demand for integrated housing for persons with special needs and disabilities.
- Monitor the trends in rental vs ownership form of housing as a percentage of total occupancies in the City, and as compared to County, State, and national levels.
- Establish clear code-based provisions intended to preserve and improve the quality and integrity of existing residential neighborhoods.
- Maintain housing values over time.

Objectives:

- Work closely with developers at the outset of their neighborhood planning processes to guide them into designs that address the goals outlined above.
- Enforce residential codes and ordinances to ensure that properties are well maintained.
- Conduct a review of the City Codes and Ordinances and consider amendments

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as may be necessary to address housing concerns/issues as outlined above.

- Educate residents about the importance of property maintenance.

Policies:

- Provide for an appropriate range in home sizes through the use of Planned Unit Development (PUD) zoning and conservation subdivisions.
- Encourage appropriate residential densities for redevelopment sites in or near the downtown area to maintain a walkable customer base for existing businesses.
- Continue to monitor the FAR and Lot Coverage (i.e., mass and open space) requirements to ensure that these reflect the character of the City while addressing the needs of its citizens.
- The City of Cedarburg should continue its efforts to update the Zoning and Building Codes to provide better consistency with the Land Use Plan.
- New senior, elderly, assisted care, and housing for those with special needs or disabilities should be guided to areas most readily accessible (ideally walkable) to medical, commercial, recreational, social services, faith/worship, banking and other such necessities.
- New residential developments should be located in areas where public utilities and services can be conveniently and economically provided.
- Require adequate buffer areas around residential developments to protect from incompatible land uses.
- Promote the integration of different housing types such as single-family and two- family.
- Encourage the development of smaller homes (i.e., 1,200 sq. ft. and >).
- Task developers with the responsibility to prepare impact analysis for new development proposals including such things as environmental implications and impact on public services, public safety, traffic/transportation facilities, schools, etc.
- Identify "Smart Growth Areas" (i.e. prospective new development and redevelopment areas) and label them on the Land Use Map.

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- Require architectural theme and design detail information to be made a part of new housing development applications as might ensure that certain unique architectural and building/site design characteristics of historic Cedarburg continue to be referenced going forward.
- Encourage appropriate residential densities for redevelopment sites in or near the downtown area to sustain a customer base for existing retail, restaurant and entertainment uses.
- Guide high density multi-family residential uses to infill, brownfield redevelopment, and arterial-type road/highway corridor locations.
- Develop programs to assist in the rehabilitation of existing substandard homes in the City in order to provide a decent and safe living environment for all residents.
- Encourage the use of redevelopment sites where streets, sewer, and water systems are already in place.

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Detailed Planned Neighborhood Land Use Classification:

This land use classification is intended to allow for a carefully planned mix of residential, locally oriented neighborhood business/service/office, and public or private outdoor open space/gathering and recreational spaces/uses on a single development site (or grouping of multiple sites in common ownership at the time of application) and containing not less than 15 gross contiguous acres.

The following policies are recommended for areas where this land use classification is applied:

- Residential use shall be the predominant land use type in a Planned Neighborhood development.
- Total residential use density (minimum 5.2 and maximum 10.8 units per net buildable acre) shall be calculated against 70% of total net buildable acres.
- As for the residential form of the plan, primary emphasis shall be on detached single-family residential units (minimum 60% of all residential units), along with some two-family units (maximum 10% of all housing units), and some multi-family townhome* units (not to exceed eight attached units per townhome building or two stories above grade). Residential units may be incorporated on the second floor of buildings containing locally oriented business/service/office uses on the first floor with the total number of second floor residence units to be set at the discretion of the Plan Commission. per building. Mixed use and non-residential buildings shall not exceed two stories above grade.

  **For the purposes of this section, townhomes are defined as attached residential units, each with a private at grade entrance, and with each individual unit extending vertically from (and including) the lowest floor/story of the building through to (and including) the top floor of the building.*
- The remainder of the development (not less than 30% of total net buildable acres) shall contain sufficient and appropriately proportioned space/square footage devoted to both locally oriented business/service/office uses as well as public or private open space/outdoor gathering and/or recreational spaces/uses as needed to support the estimated needs of the immediate and nearby neighborhoods.
- Traditional neighborhood design principles should be observed in the site plan/plat strategy including, for instance:
  - Compact development. The developed area is designed for human scale/pedestrian interconnectivity, vs the automobile exclusively, throughout the area. This includes being sensitive to walking distances, heights of buildings, design of exterior lighting, signs, landscaping, paths/sidewalks and other features. Compact development includes parks, gathering spaces, residential, and community business/service/office uses within a close proximity. These features serve as destination points for the immediate and surrounding residential areas (1/2 mile or less).
  - Mixed Use. The development includes a mixture of land uses and housing types. Mixing uses can promote different means of interconnected transportation being promoted in the community (walking, bicycling, automobiles). Mixing housing types and sizes tends to result in households of all ages, sizes and incomes. Mixed use may also mean that residential uses are provided above commercial uses such as shops or offices.

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    - Cultural and Environmental Sensitivity and Design. The development should foster a sense of community identity. Adequate open spaces, thoughtful use of landscaping, and the use of environmentally responsive storm water management systems may play a significant role in characterizing the neighborhood.
    - The perimeter of a traditional planned neighborhood should be bounded by a greenbelt approximately 15-20 feet in depth. This area should include thoughtful, undulating berming and landscaping together with accessible pedestrian ways.
- Building design. The design of buildings throughout the neighborhood, and their specific placements, receives special attention. The mix of new housing development in these areas is intended to mirror the City-wide historic mix of residential uses/types.
- The City zoning district that is most appropriate to implement this future land use classification is Planned Mixed-Use Neighborhood District (PMN). Properties in this zoning district shall not be eligible for Planned Unit Development Overlay Zoning.

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Planned Mixed-Use Neighborhood Zoning District:

(a) Purpose. The PMN Planned Mixed-Use Neighborhood District is intended to provide for integration of multiple use types, including primarily residential uses, in addition to locally oriented business/service/office, and public or private open space/outdoor gathering and/or recreational spaces/uses within a single pre-planned development site/plan/plat applying traditional neighborhood design principles.

(b) Procedures. Developments in the PMN District shall not be eligible for Planned Unit Development (PUD) Overlay zoning. All applications for PMN development sites/plans/plats shall contain a comprehensive plan set (i.e., the Project Plan) submittal including, but not necessarily limited to all information as required and set forth in Sections 13-1-24 and 13-1-25 of the Code as to Site and Architectural Plans, and all information as required and set forth in Title 14, Chapter 1 Land Division, Subdivision and Condominium Regulations to the extent a Certified Survey Map, Subdivision Plat and/or Condominium Plat may be incorporated as a part of the planned development.

(1) The Plan Commission shall review, consider and make a recommendation to the Common Council as to the Project Plan, including for instance but not necessarily limited to, site plan, nonresidential operating plans, phasing plans, platting, architecture of all mixed use, multi-family, and nonresidential buildings, architectural guidelines for all single-family and two-family residence structures, and comprehensive plans throughout the development for open space, pedestrian interconnectivity, landscaping, exterior lighting, screening devices/strategies, and traffic/parking/circulation plans.

(2) The Common Council shall conduct a public hearing, review and consider the project plans and the recommendation of the Plan Commission, and either approve, deny, or approve with conditions, the Planned Mixed-Use Neighborhood Zoning Project Plan.

(3) The Plan Commission and the Common Council shall not give their respective recommendations or approvals unless it is found that:

a. The proposed mixture of uses produces a unified composite which, as a total development entity, is compatible with the surrounding neighborhood.

b. The various types of uses conform to the purpose and general requirements as set forth herein.

c. The proposed development shall be adequately provided with and shall not overburden public services and facilities, such as fire and police protection, streets, schools, or public utilities and facilities.

(4) Any such approved Planned Mixed-Use Neighborhood Zoning Project Plan shall be memorialized in its entirety, signed by the Developer, City Mayor and City Clerk, and retained on file in the City Clerk's office.

(5) Any subsequent change or addition to an approved Planned Mixed-Use Neighborhood Zoning Project Plan shall first be submitted for approval to the city plan commission and if in the opinion of the city plan commission such change or addition constitutes a substantial alteration of the original plan, a public hearing before the city common council shall be required and notice thereof be given pursuant to the provisions of section 13-1-229 of the Zoning Code.

(6) If a building permit is not issued within one year of receiving Planned Mixed-Use Neighborhood Zoning Project Plan approval, the Project Plan approval for the property shall be

DRAFT

automatically discontinued. Any future development of the site(s) thereafter shall be subject to an applicant initiating the plan review and approval process from the beginning.

(7) Appeal to the decision of the Common Council related to Planned Mixed-Use Neighborhood Zoning Project Plan, may be made to the zoning board of appeals. Such an appeal shall be filed with the city clerk on or before the 30th day following the date of the common council action.

(c) Permitted nonresidential uses.

(1)Any of the following establishments selling goods and merchandise directly to the general public:

a. Art studios and galleries.
b. Bagel stores.
c. Bakery for retail sales.
d. Book or stationary stores.
e. Candy/confectionary stores.
f. Clothing or dry good stores.
g. Coffee/espresso bars.
h. Computer stores.
i. Custard/ice cream and soda shops.
j. Delicatessens
k. Florist shops.
l. Gift shops.
m. Grocery stores (neighborhood style).
n. Hobby shops.
o. Jewelry stores.
p. Liquor stores.
q. Meat, fish or poultry stores.
r. Music and radio stores.
s. Optical stores.
t. Pharmacies (neighborhood style).
u. Shoe stores.
v. Sporting goods stores.
w. Cellular devices, wireless phone and related accessories stores.
x. Beer and wine bars.

(2) Any of the following business, professional and public service offices:

a. Accounting and similar professional offices.
b. Architectural, engineering, or other similar professional offices.
c. Legal service and similar professional offices.
d. Dental, optical, chiropractic, surgical, and similar medical practitioners' professional offices and services.
e. Banks, savings and loans associations and similar financial institutions.

(3) Any of the following customer service establishments:

a. Art, dance, or music teaching studios.
b. Shoe repair shops.
c. Travel agent offices.

DRAFT

d. Pet grooming (not including daycare, boarding or training) services.

e. Internet, cellular, cable TV and similar service providers.

(d) Permitted Residential Uses.[1]

(1) Single-Family detached residential dwelling units.[2]

(2) Two-Family attached townhome-style, residential dwelling units.[3]

(3) Multi-Family attached townhome-style residential dwelling units.[4] (*Ref City of Cedarburg Smart Growth Comprehensive Land Use Plan-2050 for applicable definition of Townhome*).

(e) Permitted accessory uses.

(1) Accessory buildings customarily incidental to the uses allowed herein including garages, storage sheds and dumpster facilities.

(2) Essential services.

(3) Ground-mounted and building-mounted satellite dish antennas less than three feet in diameter.

(4) Off-street parking and loading areas.

(f) Conditional uses. (Also see section 13-1-226.)

(1) Beauty parlors and barber shops.

(2) Child day care facilities.

(3) Public and/or private utilities, telecommunication installations, transmission and distribution lines, poles, and other accessories. [Note: when a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission]. Public and/or private utility installations less than three feet in height shall be subject only to City of Cedarburg staff approval and may be allowed subject to staff-imposed conditions regarding, among other things, effective screening from public view with all-season vegetation.

(4) Brew pubs.

(5) Restaurants.

(6) Businesses serving liquor.

(7) Satellite Dishes larger than three-foot diameter.

(8) Any individual nonresidential use, user, tenant space, or occupancy exceeding 5,000 sq. ft. gross floor area.

(9) Any use requiring drive-thru ordering or drive-thru pick-up such as, but not necessarily limited to, banking, food ordering, or food pick-up.

(10) Any nonresidential use that proposes to be open to the public between the hours of 12:00 a.m. and 4:00 a.m.

(g) Standards

(1) [1] Not less than 70% of net buildable acres in a Planned Mixed-Use neighborhood shall be devoted to residential use. Total residential use density (minimum 5.2 and maximum 10.8 units per net buildable acre) shall be calculated against 70% of total net buildable acres.

(2) [2] Within the residential acreage, primary emphasis shall be placed on detached single-family residential units. Not less than 60% of all residential units shall be single-family detached units.

(3) [3] Within the residential acreage, units in two-family, townhome-style, attached/duplex residential buildings shall not be less than 15% of total housing units.

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(4) [4] Within the residential acreage, units in multi-family attached townhome-style residential dwelling buildings may not exceed 25% of total housing units.

a. Not more than six multi-family attached townhome dwelling units shall be permitted in a single building.

b. Multi-family attached townhome buildings shall not exceed two-stories above grade.

(5) The perimeter of a traditional planned neighborhood shall be bounded by a greenbelt not less than 20 feet in depth. This area should include thoughtful, undulating berming and landscaping together with accessible pedestrian ways.

(6) Minimum required open space across the planned development site shall not be less than 30% of total net buildable acres.

(7) Maximum permitted floor area ratio across the planned development site shall not exceed 50% of total net buildable acres.

(8) Minimum required lot size and lot width for single-family detached residence lots shall be 3,000 square feet, and 30-feet, respectively.

a. Setbacks on all single-family residence lots shall be:

i. Front. 10-feet.

ii. Sides. 5-feet. No single-family or two-family residence building shall be placed closer than 10 feet to any other building.

iii. Rear. 15-feet.

b. Total minimum living area per single-family residence shall be:

i. 1,000 square feet total.

ii. 700 square feet on the first floor of a two-story residence.

iii. 330 square feet per habitable story in a tri-level residence.

Every residence unit in a single-family attached building shall be supplied with at least two attached/enclosed parking stalls plus 1 guest parking stall located within 250 feet of the residence unit.

(9) Minimum required lot size and lot width for two-family residence lots shall be 5,000 square feet, and 50-feet, respectively.

a. Setbacks on all two-family residence lots shall be:

i. Front. 10-feet.

ii. Sides. 5-feet. No single-family or two-family residence building shall be placed closer than 10 feet to any other building.

iii. Rear. 15-feet.

b. Total minimum living area per residence unit in a two-family attached building shall be:

i. 900 sq. ft. total.

ii. 500 sq. ft. on the first floor of a two-story residence unit.

iii. Every residence unit in a two-family attached building shall be supplied with at least two attached/enclosed parking stalls plus 1 guest parking stall located within 250 feet of the residence unit.

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(10) Minimum required lot size and lot width for all multi-family residence lots shall be 1,500 sq. ft. per attached residence unit, and 25-feet per attached residence unit, respectively.

a. Setbacks on all multi-family residence lots shall be:

i. Front. 15-feet.

ii. Sides. 10-feet. No multi-family residence building shall be placed closer than 15-feet to any other building.

iii. Rear. 25-feet.

b. Total minimum living area per residence unit in a multi-family attached building shall be:

i. 800 sq. ft. total.

ii. 400 sq. ft. on the first floor of a two-story residence unit.

iii. Every residence unit in a multi-family attached building shall be supplied with at least one attached/enclosed parking stall, one attached/unenclosed parking stall and, 1 guest parking stall located within 250 feet of the residence unit.

(11) Minimum required living area per residence unit located on the second floor above non-residential first floor uses shall be 600 sq. ft. total. Every residence unit located on the second floor above non-residential first floor use shall be supplied with at least 1.5 parking stalls located within 100 feet of the unit entrance. These stalls may, at the discretion of the Plan Commission and Common Council, be shared with the parking stalls supplied in support of the non-residential uses.

(12) Minimum setback from wetlands for all structures shall be not less than 15-feet. Construction activity shall not be allowed to encroach upon the wetlands.

(13) No principal residence building or parts of a principal residence building shall exceed 35 feet in height. No residential accessory building shall exceed 20 feet in height.

(14) No principal non-residential building or parts of a building shall exceed 35 feet unless a gabled roof style is proposed in which case the non-residential building height may be increased to not more than 40-feet to the top of the highest point on the building as measured from average grade along the front elevation of the building. Nonresidential accessory buildings shall not exceed 20 feet in height.

(15) Site and architectural plan review. (See article F.)

(16) Traffic, loading, parking, and access. (See article D.)

(17) Performance standards. (See article H.)

(18) Signs. (See title 15, chapter 5 of the Municipal Code.)

(h) Waiver or modification of Standards.

The Planned Mixed-Use Neighborhood zoning district is intended to permit developments that will, over a period of time, be enhanced by coordinated area site planning, diversified location of structures and/or mixing of compatible uses. Such developments are intended to provide a safe and efficient system for pedestrian and vehicular traffic; to provide attractive recreation and open spaces as integral parts of the developments; to enable economic design in the location of public and private utilities and community facilities; and to ensure adequate standards of construction and planning. The Planned Mixed-Use Neighborhood district will allow for flexibility of overall development design with benefits

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from such design flexibility intended to be derived by both the developer and the community, while at the same time maintaining insofar as possible the standards set forth above.

To this end, the Plan Commission and Common Council may determine and permit, in the case of any particular and unique site/plan circumstance, that in order to achieve a coordinated area plan with maximal diversity in the location of structures and mixing of compatible uses, waiver or modification of standards (g)(3),(5),(6),(7),(8),(9),(10),(11),(12),(13),(14) and (16) as setforth above.

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REDLINE CHAPTER UPDATE THROUGH 5-1-25

CHAPTER 4

UTILITIES AND COMMUNITY FACILITIES ELEMENT

66.1001(2)(d) Wis. Stat.:

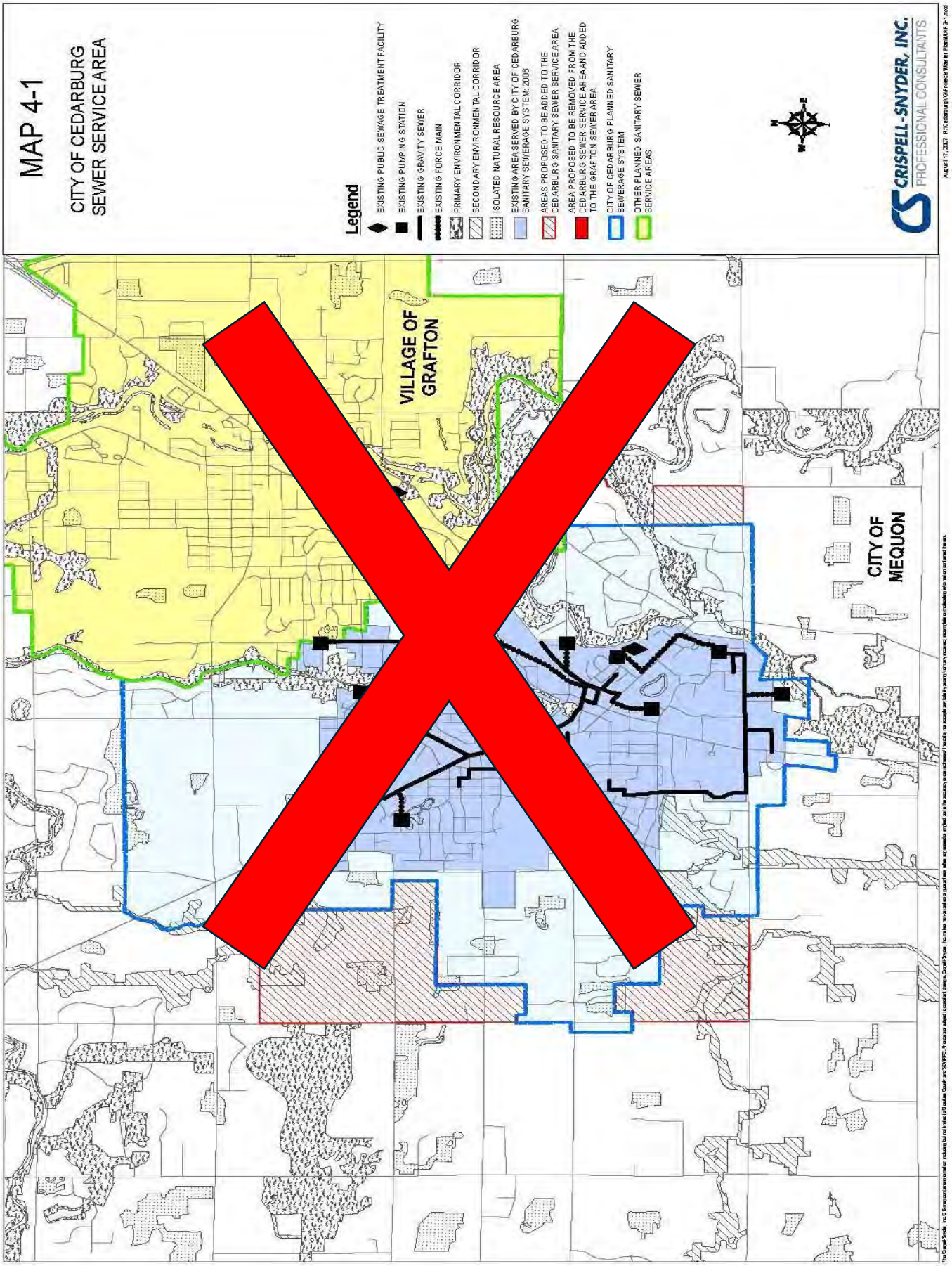
Utilities and Community Facilities Element. A compilation of objectives, policies, goals, maps and programs to guide the future development of utilities and community facilities in the local governmental unit such as sanitary sewer service, storm water management, water supply, solid waste disposal, onsite wastewater treatment technologies, recycling facilities, parks, telecommunications facilities, child daycare facilities, power-generating plants and transmission lines, cemeteries, health care facilities and other public facilities, such as police, fire and rescue facilities, libraries, schools and other governmental facilities. The element shall describe the location, use and capacity of existing public utilities and community facilities that serve the local governmental unit, shall include an approximate timetable that forecasts the need in the local governmental unit to expand or rehabilitate existing utilities and community facilities or to create new utilities and facilities and shall assess future needs for government services in the local governmental unit that are related to such utilities and facilities.

The City of Cedarburg has a Public Works and Sewerage Commission consisting of one council member, the mayor, and seven citizen members nominated by the mayor and confirmed by the common council.

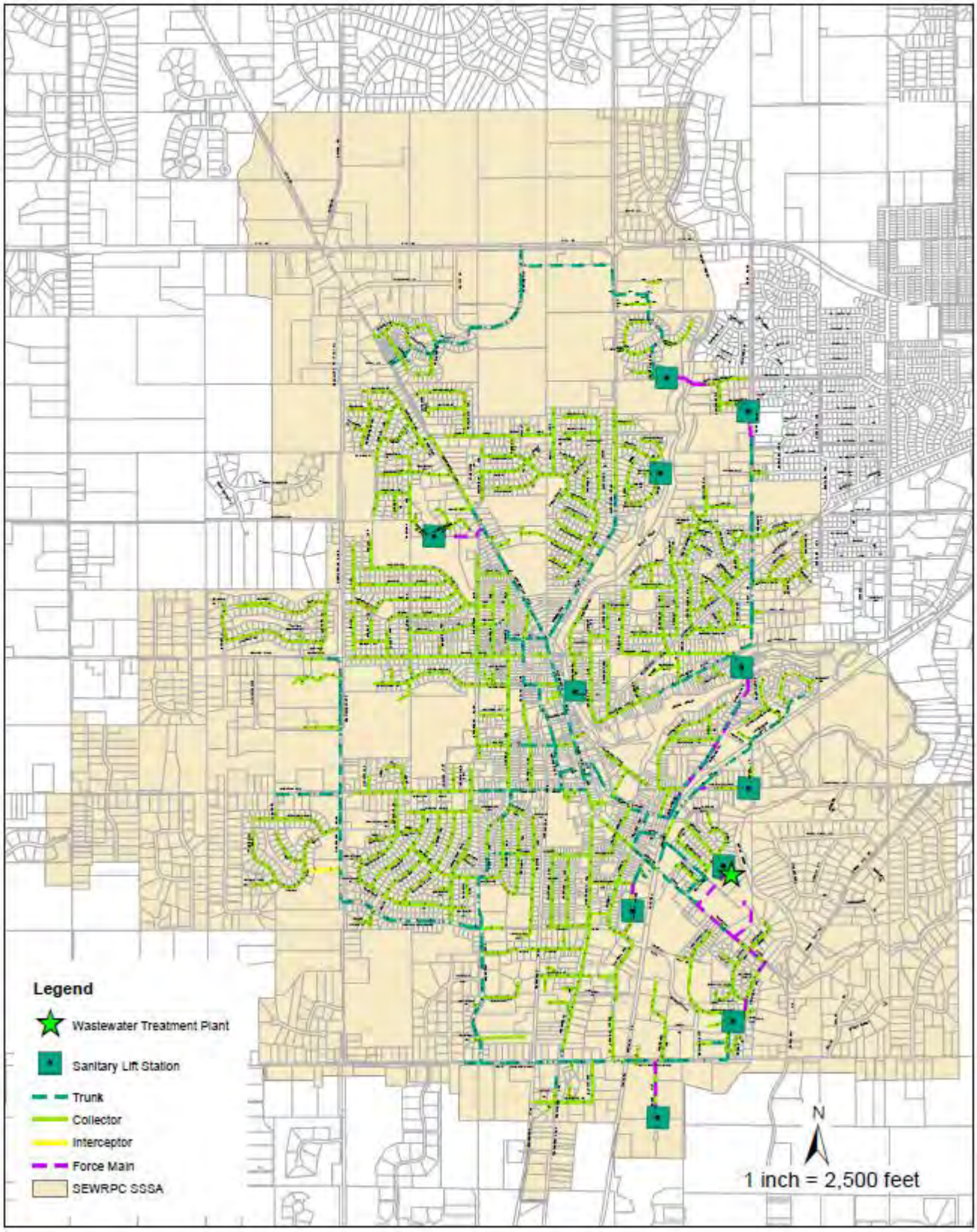
Public Utilities Inventory

Sanitary Sewer Service Area

The Southeastern Wisconsin Regional Planning Commission (SEWRPC) adopted an areawide Water Quality Management Plan for Southeastern Wisconsin in 1978. The plan is aimed at achieving clean surface waters within the seven-county southeastern region of the State and includes recommended sanitary sewer service areas for each treatment facility in the region. The City of Cedarburg's treatment facility is among them. The initial sanitary sewer service areas were based on the urban land use configuration identified in the Commission's adopted Regional Land Use Plan for the year 2000. In order to properly reflect local planning considerations, the sanitary sewer service areas were refined in cooperation with local units of governments. The current boundaries of the Sewer Service Area for the City of Cedarburg are shown on Map 4-1 below.


MAP 4-1
CITY OF CEDARBURG
SEWER SERVICE AREA
Legend
EXISTING PUBLIC SEWAGE TREATMENT FACILITY
EXISTING PUMPING STATION
EXISTING GRAVITY SEWER
EXISTING FORCE MAIN
PRIMARY ENVIRONMENTAL CORRIDOR
SECONDARY ENVIRONMENTAL CORRIDOR
ISOLATED NATURAL RESOURCE AREA
EXISTING AREA SERVED BY CITY OF CEDARBURG SANITARY SEWERAGE SYSTEM, 2006
AREAS PROPOSED TO BE ADDED TO THE CEDARBURG SANITARY SEWER SERVICE AREA
AREA PROPOSED TO BE REMOVED FROM THE CEDARBURG SEWER SERVICE AREA AND ADDED TO THE GRAFTON SEWER AREA
CITY OF CEDARBURG PLANNED SANITARY SEWERAGE SYSTEM
OTHER PLANNED SANITARY SEWER SERVICE AREAS
CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS
VILLAGE OF GRAFTON
CITY OF MEQUON

MAP 4-1
City of Cedarburg Sanitary Sewer Service Area on January 1, 2025



Wastewater Treatment

The Cedarburg municipal sewerage system was installed in 1921 and 1922 along with the water works. Initially, there were two plants which consisted of two-story sedimentation tanks called Imhoff Tanks. They gave a rudimentary-type treatment which consisted of separation of liquids and solids, but not to the level of treatment available in Cedarburg today.

In 1973, the activated sludge plant came on line with a more sophisticated mode of operation – biological treatment. The oxidation ditch, started in 1988, ~~takes~~ took this farther still, being able to naturally remove nitrogen. The living bacteria/protozoal mass biodegrades the sewage to the point where the solid residue or biosolids ~~are~~ could be spread on farm fields and the clear oxygen-enriched effluent ~~is~~ discharged into Cedar Creek easily meeting the effluent limits imposed by the Wisconsin Department of Natural Resources at that time.

In 1993, the Wastewater Division of the Department of Public Works took over the cleaning and maintenance of the collection system as well as the plant and lift stations. All of this, managed and maintained by one superintendent~~,~~ ~~five~~ and six operators. ~~and a collection system technician.~~ Through some automation at the oxidation ditch plant, the City is able to handle this~~e~~ workload on one shift. ~~instead of two.~~

~~In 1996, a remote septage receiving station was added on Pioneer Road to better facilitate acceptance of holding tank waste. This allowed the plant to better process this wastewater and has received favorable acceptance by the haulers.~~ In 1998, the second Discharge Permit was issued from the Department of Natural Resources. A permit to discharge is issued for a five-year period. Plant improvements for producing better biosolids were installed in 1998. In addition, a better biosolids loading station was built and the remote 180-day biosolids storage tank was operational in the fall of 1999 under a private sector contract.

In 1999, the disinfection process for the effluent was converted from chlorine to ultraviolet light eliminating two deadly gases – chlorine and sulfur dioxide. In addition, a new storage garage was constructed and the City's largest organic loading, Marigold Foods, Inc. (now Kemp's Dairy Products), started pretreating their waste.

Light and Water Utility

- Electric

  Cedarburg Light & Water is a locally owned and operated electric utility serving over ~~5,900~~7,000 customers. This utility was founded in 1901 by the citizens of Cedarburg ~~more than 100 years ago~~ when the City's early founders voted to establish their own City-owned utility to provide light to its downtown area and to local residents. While a lot has changed over the years, the focus of Cedarburg Light & Water has not. Today this utility remains focused on offering its customers reliable power and electric rates that are among the lowest in Wisconsin. A seven~~-~~-person Light and Water ~~Utility~~ Commission, ~~appointed~~ nominated by the Mayor and confirmed by the Common Council, oversees the operation of ~~the~~ this utility.

  In the late 1970s, a group of Wisconsin communities served by local municipal electric utilities was facing a series of large, wholesale rate increases imposed by investor-owned companies that supplied the local municipalities with electric power. To gain control over their power costs, the communities joined forces in 1980 to form Wisconsin Public Power, Inc. (WPPI), the State's first municipal electric company. Cedarburg was one of the founding members. WPPI gives member utilities power supply independence, increased bargaining power and economies of scale. It can help WPPI members in the acquisition of electric power and related resources needed to provide their customers with safe, reliable and economic electric power and energy.

- Water

  Cedarburg Light and Water has seen a slow ~~and steady~~ decline in water ~~usage~~ demand over the last ~~15~~ 20 years due to "low-flow" plumbing fixtures and similar. As a result, the maximum daily pumping needs in 20~~0~~24 have been slightly above 2.2 million gallons per day which is down from 3.2 million gallons per day experienced in the late 1980's. Actual system capacity is estimated at about 3.5 million gallons per day, but factors such as dry weather and declines in the water table can affect that number. It can, therefore, be assumed that Cedarburg has approximately 1.2 million gallons per day of excess capacity, or 55% above the City's existing daily peak use. Assuming a 1.5% growth rate, this provides 20+

years of capacity in the existing water system. Cedarburg Light & Water has identified~~is currently looking for~~ a future well site along the north side of Pioneer Road east of the Milwaukee River which will be needed to serve its customers in the future.

There are five existing deep wells in Cedarburg reaching down to the Niagra-Platville-Trenton aquifers in the limestone formation.

Well #1 is located along Mequon Street next to the firehouse. This well was drilled in 1922. It is approximately 1,210 feet deep and pumps 625 gallons per minute (GPM).

Well #2 was located near Fair Street and due to low output it is no longer in use.

Well #3 is located along Western Road next to the water tower. This well was drilled in 1955 to a depth of 1,000 feet and pumps 900 GPM.

Well #4 is located along Wauwatosa Road near the Sherman Road intersection adjacent to the blue million-gallon reservoir. This well was drilled in 1965 to a depth of 1,200 feet. The lower Sandstone Aquifer was permanently abandoned in 2009 due to Vinyl Chloride contamination. The depth of the well is now 508 feet. and pumps 600 GPM.

Well #5 is located on the north side of Lincoln Boulevard behind the Westlawn grade school. This well was drilled in 1966 to a depth of 1,000 feet and pumps 625 GPM.

Well #6 is located along Harrison Avenue near the high school football field. This well was drilled in 1986 to a depth of 700 feet and pumps 700 GPM.

Cedarburg residents and businesses use almost 500 million gallons of water each year. To ensure a safe water supply, the water is treated through a process approved by the State of Wisconsin Department of Natural Resources which includes the introduction of the three components listed below:

- Sodium Hypochlorite disinfection processes are located at each well site to disinfect the drinking water before it enters into the distribution system.~~s the piping between the well pumps and the interior home plumbing.~~
- Fluoride, at a level of 1.0 to 1.5 parts per million, helps combat childhood tooth decay.

- Orthophosphate addition at each well site is a corrosion control technology that controls mineral build-up in the water pipes by creating~~. It also creates~~ a barrier between the piping and the water; helping to prevent minute amounts of lead and copper from being deposited into the water from the services laterals and interior home plumbing.

Storm Water Drainage Facilities

Title 14 of the Cedarburg Code of Ordinances designates the Department of Engineering and Public Works to administer and enforce the Stormwater Management regulations. ~~The purpose and intent of the Stormwater Management Ordinance is to prevent and control water pollution, diminish the threats to public health, safety, welfare, and aquatic life due to stormwater runoff by:~~

~~Regulating long-term, post-construction stormwater discharges from land development activities.~~

~~Controlling the quantity, peak flow rates and quality of stormwater discharges from land development activities.~~

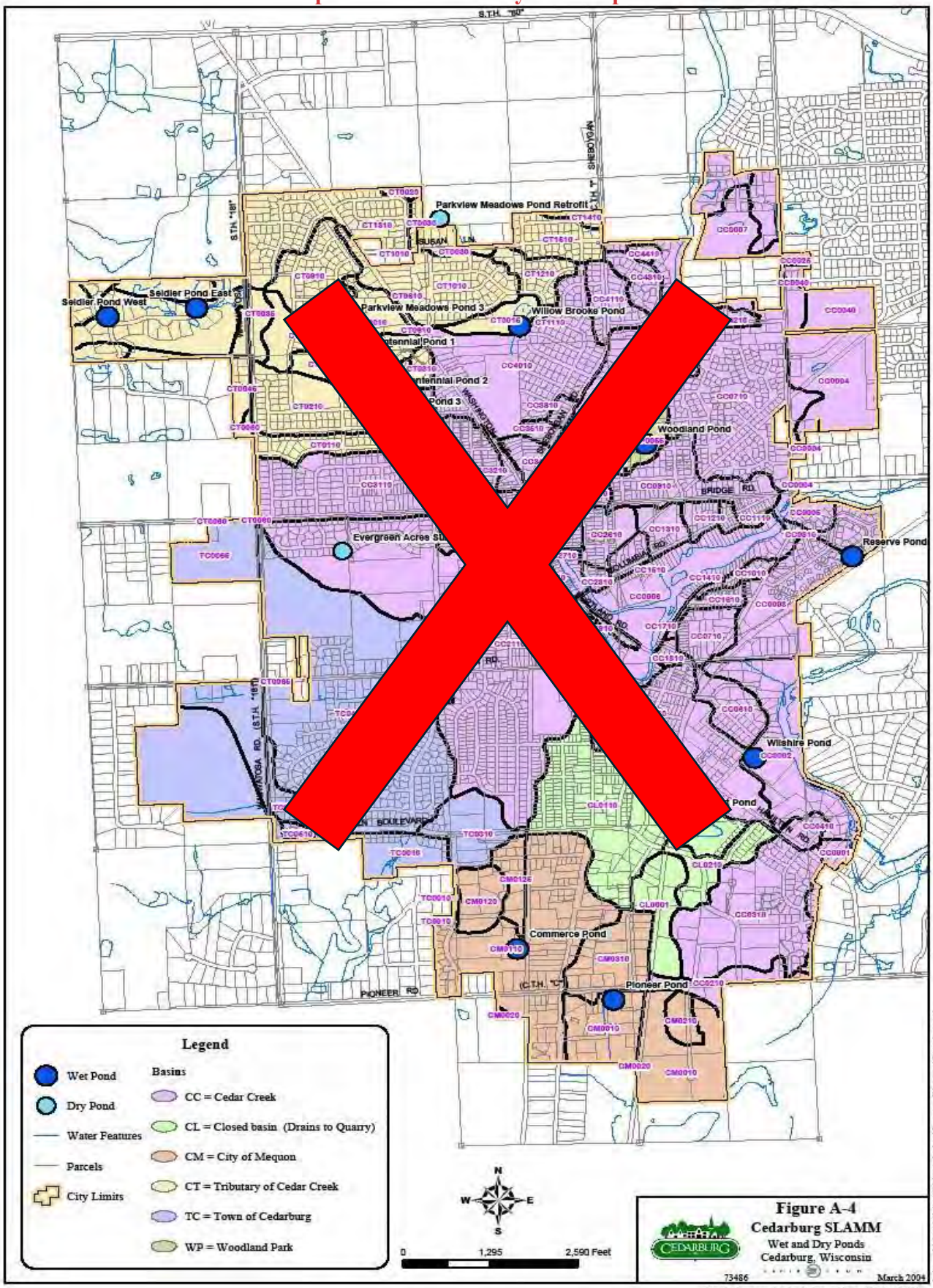
~~Managing stormwater to protect, maintain and enhance the natural environment; diversity of fish and wildlife; human life; property; and recreational use of waterways.~~

The purpose of the City's Stormwater Management Ordinance is to establish long-term post-construction runoff management requirements and criteria that will prevent and control water pollution, dimmish threats to public health, safety, welfare and the aquatic environment due to runoff of stormwater from development and redevelopment. Specific purposes are to:

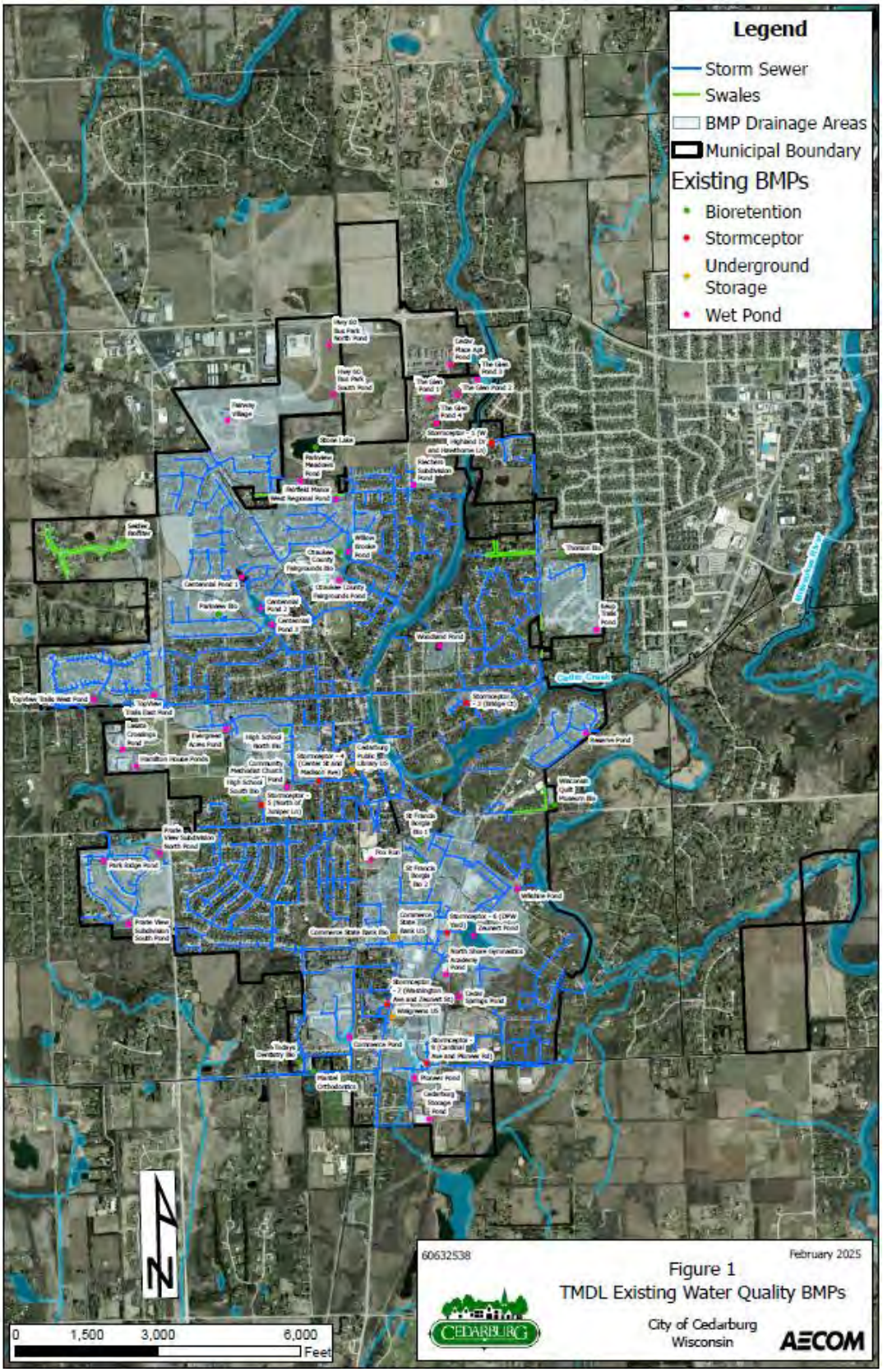
- Further the maintenance of safe and healthful conditions.
- Prevent and control the adverse effects of stormwater; prevent and control soil erosion, prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structure and land uses, preserve ground cover and scenic beauty; and promote sound economic growth.
- Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; and control increases in scouring and transportation of particulate matter.
- Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the City and the State.

To assist the City of Cedarburg in carrying out its responsibilities regarding controlling non- point source pollution into the Cedar Creek Watershed, Woodward-Clyde Consultants were hired in 1994 to create the "Storm Water Management Plan City of Cedarburg Districts 2, 4, and 7." The purpose of the plan was to analyze the current stormwater runoff conditions for the control of negative water quality and quantity impacts. A second phase to the comprehensive analysis of the City's stormwater management needs was conducted by Rust Environmental and Infrastructure Consultants in 1997, which encompassed the remainder of the City's drainage basins. See Map 4.2 which identifies the City's stormwater conveyance system and detention areas. These studies, coupled with the adoption of the City's Stormwater Management Ordinance in 2004, are critical in guiding the City's storm water management program. The City's Stormwater Management Ordinance was updated in 2017, along with a Stormwater Quality Management Plan Update conducted by AECOM. A new permit to discharge under the Wisconsin Pollutant Discharge Elimination System for the City's MS4 Permit/System will be issued in 2025.

~~Map 4-2 Stormwater System Map~~



Map 4-2 City of Cedarburg Stormwater Management System Map



Solid Waste Disposal and Curbside Recycling

The City of Cedarburg ~~has contracted~~ contracts with ~~United Waste Systems, a division of~~ Waste Management, to provide bi-weekly curbside recyclable pickup for its citizens and businesses. Waste Management also has the City's contract to provide weekly garbage collection for the citizens of Cedarburg. Commercial buildings may receive these services through the City or contract on their own for garbage pickup.

Residents may use the ~~Town of Cedarburg's~~City of Cedarburg Yard Waste Drop-off site at W59 N306 Johnson Avenue ~~composting facility at 1293 Washington Avenue~~ for grass clippings, garden debris, brush, clean dry cardboard, waste oil, anti-freeze and lead acid batteries.~~garden vegetables and leaves~~. The City provides ~~limited~~ periodic, seasonal curbside brush, leave, and holiday tree ~~chipping~~ collection services. Visit the City Engineering/Department of Public Works tab on the City of Cedarburg website for more detailed information as to collection schedules and drop-off site policies/procedures. ~~beginning the first Monday of each month during April through October. For waste oil disposal, the City's drop-off center is located at W59 N306 Johnson Avenue.~~

Corporate Utilities

- Natural Gas

  Natural gas is available throughout the City of Cedarburg from ~~the~~ WE Energies/ Wisconsin Gas ~~Company~~LLC.

- Telephone and Internet Service

  Local copper and fiber land-line telephone and high-speed internet service are provided primarily by ~~SBC~~Spectrum, and AT&T. Digital and cellular/mobile telephone and high-speed internet alternatives are available through multiple carriers/providers, Spectrum, Verizon, T-Mobil, and AT&T among them. ~~Long distance, cellular and other specialized phone service is also available from a number of private firms.~~

- Cable Television

  Analog ~~C~~cable television is provided primarily by ~~through~~ ~~Time Warner~~Spectrum.~~,~~ Digital options are available through Spectrum, Direct TV, Dish TV, and many others. Streaming TV services such as Netflix, Amazon Prime Video, YouTube TV, and a multitude of others have become an integral part of the TV service/programming choice. ~~which provides analog and digital cable service. In addition, Time Warner provides high speed internet access through existing cable lines.~~

Analysis of Public Utilities' Needs

To maintain the public health, economy and natural resource base of the City of Cedarburg, public utilities and services must be adequate ~~for~~ to support existing and future development. In addition to providing an inventory of existing public utilities in the City, this section is intended to indicate the need for expanded or new utilities.

Sewage Collection System

The Sewer Service Area for the City of Cedarburg and the Land Use Element of this Plan includes future growth areas that are not currently served by sanitary sewers. These areas include undeveloped lands, developed residential areas and developed scattered properties generally located in the Town of Cedarburg near the City's north and west limits. In 2001, a plan was prepared by McMahon Associates, Inc. to be used as a guide to extend sewers throughout the Sewer Service Area ~~within~~ of the City of Cedarburg. The plan divides the future service areas into nine drainage basins and the system plan has been laid out to minimize the use of lift stations and to limit the depth of sewers to no more than 25 feet. As development occurs, the final layout of the sewer system will be determined.

Wastewater ~~Treatment Plant~~Recycling Center

In ~~June of 2003~~March of 2022, the City's Wastewater ~~Treatment Plant~~Recycling Center Discharge Permit was renewed for another five years which will bring the City to the ~~twenty~~forty-year mark for the current plant. The current plant is not able to meet the phosphorous limits set in this permit. The City began an Adaptive Management Plan (AM) Plan as a phosphorous compliance alternative, which was approved by the DNR.~~There were no limit reductions and the City will continue to be able to operate with this permit for some time.~~ In 2000, the City purchased 100 acres of land located along the north side of Pioneer Road (CTH C) at the confluence of the Cedar Creek and Milwaukee River for a new regional treatment plant. Upgrades and repairs are needed at the Wastewater Treatment Plant to serve the City's ultimate Sanitary Sewer Service Area (SSSA). The City is currently preparing a Facility Plan that will identify the future wastewater treatment needs of the City, evaluate alternatives to address those needs, and recommend a cost-effective plan to move forward. The alternatives being evaluated at this time include:

- Rehabilitation of/at the existing Water Recycling Center.
- Building a new Water Recycling Center at the City owned site(s) on Pioneer Road.
- Incorporating Treatment Process Technology Alternatives at the existing Water Recycling

Center.

- Joining the Milwaukee Metropolitan Sewerage District.

~~When constructed, this plant will serve as the City's treatment facility for 25 years or more into the future, depending on the regulatory requirements, technology changes and growth.~~

Municipal Water System

As the final phase of TID #2 ~~develops~~ developed, and in preparation to serve future development as annexations occur north and west of the current City limits, ~~it is understood that~~ plans were forming for a new elevated water storage tank. In 2021, a new 500,000 gallon high level pressure zone elevated tower was constructed.~~will be needed. To accommodate the elevated tank, this plan identifies a site to support that tank at a high point within the future business park near the west property line of the former Kohlwey property. Depending on whether or not the City adopts an ordinance requiring sprinklers systems for new non-residential development, this elevated tank will be sized to hold between 450,000 and 750,000 gallons.~~

~~The City Light &Water Utility has also identified two properties that could potentially serve as the site of a future well. One site is located along Wauwatosa Road within the developing Prairie View Subdivision at the southwest corner of Western Road and Wauwatosa Road and the other is at the Zarling site on Pioneer Road.~~

Municipal Power Service

In 2004, the Cedarburg Light & Water Utility upgraded its electrical system by building a new power plant substation which resulted in added capacity, and enhanced reliability. The new substation is located southwest of the south end of Doerr Way. This upgrade was necessary because the system was near its capacity of 30 megawatts and the upgrade raised that capacity to 112 megawatts. With the steady increase in electrification, the potential need for a new substation exists within this plan period.~~Now, if in the worse case situation where one transformer is out, the utility would continue to have a capacity of about 60 megawatts (first contingency outage). Based on a 1.5% electric growth rate, the new system (with the first contingency outage) will provide for approximately 50 years of growth for the City.~~

~~In 2006, the Utility upgraded the existing power plant substation located immediately south of the Fire Station on the east side of Cedar Creek to provide for more reliable service to its customers.~~

~~This upgrade resulted in the replacement of two 1940 transformers with one smaller more efficient transformer.~~

Two ~~power plant~~ substations will be retired in the near future. These include the power plant substation, located next to the firehouse and the northwest substation, located near Sherman Road. and Wauwatosa Road. These substations serve customers on legacy voltage (5KV) which is being converted to our newer system (25KV). ~~the substation adjacent to the police station which could be converted to an impound lot/storage area and the substation at the west end of Layton Avenue.~~

Community Facilities and Services

Community Center Complexes

- City Hall – In 1987, the municipal offices moved to its current location at W63 N645 Washington Avenue. This building was constructed in 1908 and served generations of local students as Cedarburg's first High School. It continued to serve the educational needs of ~~the~~ Cedarburg into the 1960s and then sat vacant or underused for years until the Common Council undertook a preservation/ renovation effort to convert it into municipal offices. It is one of three former school buildings – the Lincoln Building, the gymnasium and the Washington Building – which comprise the Community Center Complex. The Washington building was selected to serve as the "new" City Hall because of its prominence in the heart of downtown Cedarburg and that it made a logical transition from public education to public service use. The renovation and reuse of this building has resulted in approximately 13,000 square feet of space for Cedarburg's municipal offices which will serve the City of Cedarburg well into the future.

- Senior Center – The Senior Center is located in the Lincoln Building which was constructed in 1894 and originally served as Cedarburg's grade school. Because it has remained in public ownership and has continuously been in use, it is remarkably well preserved. The Lincoln Building currently serves as Cedarburg's Senior Center ~~and also supports limited educational/services uses upstairs. However, d~~Due to handicap accessibility issues, the multi-stories of this building ~~is~~are not utilized to their~~its~~ fullest extent.

- The Gymnasium – Athletic activities had traditionally been held in the old Turner Hall located at the corner of Washington Avenue and Turner Street. In 1935, a referendum was

approved to construct a new $77,000 gymnasium, pending a $35,000 grant from the federal government. The "new" Gymnasium was built in 1938-39, facing Washington Avenue. It was financed in part ~~with~~ using Works Progress Administration (WPA) grant money. The gymnasium continues to be used for recreational and community activities. Turner Hall was razed and is now the site of a bank.

Police ~~Station~~Department

The Cedarburg Police Department was established in 1885 and has become a progressive, community-oriented agency, serving a community of approximately ~~11,000~~12,914 residents. ~~Currently~~Based on the 2023 Annual Report, the Department consists of twenty-nine ~~sworn officers and ten civilian~~ employees who are committed to providing the highest quality of police service. Among these, 23 are sworn officers.

~~Unlike their original facility, t~~The Cedarburg Police Department operates from a ~~new state-of-the-art, $4.4 million dollar~~ police station ~~that sits~~situated on a 3.5-acre site located south and east of the Wauwatosa Road and Western Road intersection. Originally, however, the police station was much smaller with the first jail being a single room in the basement of Turner Hall. ~~This~~ That jail was mainly used to lockup a stranger overnight for disturbing the peace after imbibing too much at a local tavern. In the 1930's, the Old Firehouse on Madison Avenue was renovated as a W.P.A. project to include an office and jail. This facility served ~~their~~ the Police Department needs until 1969 when the City constructed its first true police station on Hanover Avenue. ~~The new police~~The Hanover station included a court/meeting room, photographic facilities, dispatch facilities and a shooting range. ~~that continues to be used to this day.~~ This station served their needs until the ~~s~~Spring of 2000 when the Police Department moved into the current building. ~~With the new police station, the City Police Department has sufficient space to meet their needs throughout this planning period.~~ Substantial deferred maintenance issues at this station are being addressed incrementally as budget constraints allow. In 2025 the City is evaluating a possible remodel of the current station or building an entirely new station at a different location (possibly as a shared site/building to fulfill both fire and police department needs).

Fire Station

The Cedarburg Fire Department strives to uphold the following Values, Mission, and Vision:

- Values: "To serve the community with Courage, Honor, Pride and Commitment'.
- Mission Statement: "With our core values as a foundation, the Cedarburg Fire Department will provide our community and visitors with the highest level of Fire Suppression, Fire

Inspection, Rescue, Emergency Medical Services and Public Education'.

- Vision Statement: "It is our vision to be known as an innovative and progressive fire department, providing exceptional services through teamwork, both among our members and community partners. We strive to provide the best services possible to ensure that Cedarburg is a safe community in all respects. We will support our well-trained team by equipping ourselves with the best equipment and technology.

The Fire Department has served both the City and Town of Cedarburg on a volunteer basis since 1866, transitioning to a combination department in 2024, in large part due to passage of a City/Town public safety referendum. This changed the 66 volunteers to paid-on-call staff and added full-time staff including the Fire Chief and Firefighter/Paramedics, bringing the total number of full-time staff positions to 8. The department currently has active members providing firefighting and EMS services, and passive members that support the department through fundraising and other non-emergency functionsThis Department currently has 71 active members who provide firefighting and EMS functions while another 150 passive members help with fundraising and non-emergency efforts. The service area covers approximately 33 square miles with a population of about 185,000.

Cedarburg Firemen's Park Inc., a 501 (c)(3) corporation, owns and operates a 20-acre fairground property The Cedarburg Fire Department owns and operates a 20-acre fairground where various fundraising efforts have generated enough money to purchase most of their own firefighting equipment and to finance an addition to the fire station. However, with the cost of fire equipment significantly increasing in price, and a decline in volunteers to assist in fundraising, these costs will need to be shared with the City.

In 2005, the Town of Cedarburg constructed a new satellite fire station northeast of the 5 Corners intersection on Covered Bridge Road on property owned by the Town. This station is necessary to provide adequate fire protection service for the new growth in the Town and during special events when access to and from the downtown fire station is disrupted. Transitioning to a combination department has become a challenge at both stations, with full-time and paid-on-call staff sleeping and living at the station. The buildings were not designed to provide male/female dorm rooms, locker rooms, a day room and a bigger kitchen. The main station is not ADA compliant and is land locked along the East side of Cedar Creek causing response issues during large events downtown when the roads are closed. Substantial deferred maintenance issues at the main station are being addressed incrementally as budget constraints allow. In 2025 the City is evaluating a possible remodel of the current station or building an entirely new station at a different location (possibly as a shared site/building to fulfill both fire and police department needs).

~~This Department provides an active public educational program with, among other things, the Survive Alive House where children are taught to survive home fires.~~ The fire department is actively working to reduce risk throughout the Cedarburg community at all times. This includes providing fire and life safety education to all ages, fire inspection services of local businesses, and investigation of fire incidents. Further, the Survive Alive House is utilized to teach children how to escape their home in the case of a fire.~~As previously noted, the money to pay for this equipment was raised through fundraising events at the Firemen's Park.~~ The fire department maintains an effective fleet of fire and rescue vehicles to provide fire, rescue and ambulance transport when needed. ~~As of 2004, the following is an inventory of Cedarburg's fire trucks:~~

~~Rescue Squad 151 – Rescue Squad 151 is a 2000 freightliner chassis with a Medtech body, powered by a 250 horsepower Cummins Engine. Squad 151 was put into service in March 2000 and is almost a twin to Squad 152. This Squad has the latest medical equipment.~~

~~Rescue Squad 152 – Rescue Squad 152 is a medium duty squad used for transporting patients to area hospitals. This squad is a little bigger than a normal transport vehicle and it has all the latest EMS equipment. It was put into service in January 1997. Built on a medium size chassis, the Department feels that they can get another 5 years of service before replacement is needed.~~

~~Rescue Squad 153 – Rescue Squad 153 is a 1991 Pierce on a Lance chassis. It has a 350 horsepower Detroit Diesel engine and is equipped with a generator for emergency lighting, the jaws-of-life and other extrication equipment. This vehicle is used for motor vehicle and industrial accidents as well as for firefighting.~~

~~Vehicle 154 is a 1996 GMC Yukon 4-door, 2wd truck with a 350 V8 automatic. It is used for fire inspection, a command vehicle and school transport.~~

~~Vehicle 155 is a 2004 Chevrolet 2500 HD 4X4 crew cab with a Duramax Diesel and an Allison automatic transmission. It is used to haul equipment, tow trailers and school transport.~~

~~Grass Fire Unit 157 – Grass Fire Unit 157 is a 1989 four wheel drive, 1 ton pickup truck. It has a 454 cubic inch, fuel-injected V8 engine and a centrifugal single-stage 135-gallon per minute Darley pump. It also is equipped with a 200-gallon capacity water tank.~~

~~Ladder Tower Engine 159 – Engine 159 is a 1988 Pierce Arrow, 4-door cab ladder tower truck with a 105-foot aerial platform. It is equipped with a 1,500gpm pump but does not carry water. It carries all of the tools and equipment necessary to operate as a "truck company" on emergency calls. The onboard 12kw generator provides sufficient power to provide emergency lighting and to operate electrical tools and equipment. Ladder Tower Engine 159 has the ability to operate with up to 800 pounds of weight at the tip and can perform at 5 degrees below the level of the truck.~~

~~This aerial platform also has a "prepiped" waterway which allows the apparatus to be quickly placed into operation as an elevated master devise which can provide flows up to 1,000gpm of water. The truck was rebuilt in 2000 and now has an interlock safety ladder system.~~

~~Raised Roof Pumper Engine 161 – Engine 161 is a 1984 four wheel drive Seagrave, 4- door raised roof pumper. It also has an all wheel drive system, a 1,500gpm pump with a 750- gallon water tank and it carries 20 gallons of fire retardant foam. The truck has a 12kw generator to provide emergency lighting and carries all of the necessary tools and equipment for emergency operations.~~

~~Engine 162 – Engine 162 is a 1979 Pierce with a Hendrickson Fire Marshal 5-person canopy cab. It was rebuilt in 1997 with a 4-door raised roof Pierce Arrow Cab. The Engine has a 750 gallon water tank and 1,750gpm pump. Its primary purpose is to serve as a hookup and supply water to the sprinkler/ standpipe systems. It is also used to draft water from other sources where there are no fire hydrants and supply it for firefighting purposes.~~

~~Engine 163 – is a 1989 Pierce Lance, 4-door cab with a 1,500gpm pump and a 100 gallon capacity water tank. It has all the necessary emergency equipment needed to provide emergency service with 20 gallons of fire retardant foam, ground ladders, tools, a 12kw generator and equipment necessary to operate as a rapid intervention team.~~

~~Pumper/Tanker Engine 164 – Engine 164 is a 1994 Pierce Lance with a 4-door raised roof cab. It has a 1,500gpm pump and stores up to 2,000 gallon water. It as the ability to hook up to the City's municipal water system to supply water or can be used to shuttle water to scene outside the City's water service area. It also carries tools and equipment necessary for emergencies.~~

~~Dive Trailer – The Dive Trailer is a 1998 Interstate tandem axle trailer with a 10,000gvw which was retrofitted and converted to a dive trailer from a construction trailer.~~

Cedarburg Emergency Government

Cedarburg's Emergency Government began during World War II when its purpose was civil defense and its duties included bomb disposal, radiation detection and management of fallout shelters. ~~Now~~Today, it provides long range planning, research into new policies and procedures, develops training and testing programs and provides support to local units of government with such things as traffic control for ~~countywide~~ emergencies and large public events such as parades, fairs, and festivals, providing lighting for missing persons and evidence searches, severe weather spotting, escort duties, crowd control and operating the mobile communications/command post. ~~The~~ Emergency Government ~~currently occupies~~previously occupied the former police station (now the site of today's library). Emergency Government is now headquartered at N49 W6409 Western Avenue, on the west edge ~~located directly north of the Library. They also have and~~

~~equipment garage directly behind their facility and another on the south side of Western Road directly west~~ of the Interurban Trail.

~~Cedarburg Library~~Cedarburg Public Library

The ~~Cedarburg Library~~Cedarburg Public Library was first organized in 1911~~,~~ and occupied the upper level of the City Firehouse/City Hall located along Mequon Avenue East of Cedar Creek. This small accommodation served the City's needs until the mid-1960s. By then the 2,800 square foot space had become very overcrowded, which ~~lead~~led to the Library Board's decision to construct a new building, devoted solely to their needs.

A minor ~~fund-raising~~fund-raising drive collected over $100,000 to be used for the construction of the $300,000 building located on the corner of Center Street and Hanover Avenue. Construction of this building began in 1970 and by February of the following year the building was occupied. This building was designed to hold 60,000 books with a seating capacity of 70. A space needs analysis completed in 1999 determined that this current building does not have sufficient space to provide a moderate level of service to the combined population of the City and Town of Cedarburg, and in particular lacks appropriate staff space and up-to-date technology.

~~The present 11,302 square foot building serves a population of 17,075 with a collection of 75,000 items, 18 computer workstations and 10.58 FTE staff. Circulation in 2004 was 205,000 items and in 2005 that figure went up by 4.5% to 214,943. Library visits in 2005 were at 148,044 and there were 855 registrations for the internet workstations.~~

A ~~b~~Building Program Statement developed in 2003/2004 recommended a 41,800 square foot library to serve a projected population of 20,000 people. However, in 2005, the City and Town jointly recommended that a new library of approximately 28,000 square feet be constructed on a site comprised of the current library site plus the site immediately to the north. It was recommended that the new library be designed for future expansion to about 40,000 square feet. ~~Those plans changed in 2006 when the former Mercury Marine site on St. John Avenue became available for consideration. This is a contaminated site and while there are efforts to pursue it for the new library, the extent of contamination and whether those conditions preclude its use for the library have not been determined.~~For a brief period, the City and Town had considered the former Mercury Marine property located on 1.9-acres between Madison and St. John Avenues, south of Cleveland Street, as an alternate site for the new library. For various reasons (including environmental contamination), that location never fleshed out, so today's 25,500 sq. ft. library,

which opened on July 12, 2014, stands at W63 N589 Hanover Avenue.

The Cedarburg Public Library is operated by a seven-member board. Members are nominated by the mayor and subject to confirmation by the common council. The Common Council oversees setting and administering the annual budget for the Cedarburg Public Library.

.In its Strategic Plan 2020-2024, the Cedarburg Public Library identifies the following challenges:

- Finding the right balance between existing resources (money, space, staff time) and desired services, programs and collections. How can the library decide which choices will have the biggest impact?
- Competition for support. Although library use in Cedarburg has held steady, the library must still compete for people's time and attention, as well as for financial resources.
- Connecting with the community. Many people don't know the full range of media, programs and services that the library offers.
- Space needs. After just five years in its new building, CPL sees the need to reallocate space within the building and must think creatively about how to maximize this finite resource.

See Table 4-1 below for the 2024 Cedarburg Public Library - Department Service Indicators.

Table 4-1	Cedarburg Public Library	
Department Service Indicators		**Year 2024**
Citizen Library Use		
Public Visits to the Library – Actual Gate Count		117,559
Patrons With Active Library Cards	*Residents*	8,342
	Non-Resider	3,595
New Library Cards Issued		834
Staff Services		
Reference/Research Questions Answered		4,039
Number of Youth Programs Offered		130
Attendance at Youth Programs		6,145
Number of Adult Programs Offered		204
Attendance at Adult Programs		3,168
Checkout of Library Materials		
Total number of physical Items checked out by patrons		179,417
Digital books/audio books/magazines checked out		56,349
Research database usage - number of log-ins		23,510
Cedarburg Resident Check Out (physical not digital)		104,149
Non-Resident Check Out (physical not digital)		75,268
Technology		
Public Computer Users		5,504
WiFi Usage - log ins		35,244
FTE Staff Per 1,000 Population		1

Public Parking

Public parking facilities are an essential element of a community's transportation system. The provisions of adequate and well managed on-street and off-street parking facilities is critical to a healthy downtown business climate. The City of Cedarburg maintains three parking facilities which include: the .21 acre site located at the northeast corner of Hanover Avenue and Western Road and contains approximately 27~~0~~ stalls; the parking lot at the southeast corner of Hanover Avenue and Turner Street is owned by ~~Bank One~~Cedarburg State Bank but offered to the City at no cost, contains 24 stalls; the parking facility adjacent to City Hall, the Community Center and Senior Center contains approximately ~~50~~ 96 stalls. The City continues to investigate opportunities in, and within walking distance of the downtown, for development of publicly available off-street parking, whether privately owned and for-profit, or publicly owned.

Schools and Churches

Public School System

In the 2024-2025 school year, ~~T~~the Cedarburg School District house~~s~~d approximately 3,112~~000~~ students in three elementary schools (K-5), one middle school (6-8) and one high school (9-12). The school district includes all of the City of Cedarburg, most of ~~and~~ the Town of Cedarburg, ~~and areas in the~~ and portions of City of Mequon, ~~the~~ Town of Jackson, and the Town and Village of Grafton.

School Name	2024-2025 School Year Enrollment
• Cedarburg High School	1,086 Students
• Webster Middle School	696 Students
• Parkview Elementary School	503 Students
• Thorson Elementary School	529 Students
• Westlawn Elementary School	298 Students
• Total Enrollment	3,112 Students

Cedarburg School District is dedicated to providing an outstanding education for all students by providing challenging learning experiences, creating meaningful relationships, and promoting a culture of lifelong learning. This emphasis on learning and dedication to overall success consistently results in high student achievement and growth rates, leading to Cedarburg High School's recognition as one of the top high schools nationwide.

- 2024-25 Enrollment: 1,086
- Class of 2024 ACT Graduates Score: 23.3
- 2023 Statewide ACT Test (Juniors): 23.4
- Number of AP Courses Available 2024-25 school year: 27
- Number of AP Tests Administered 2023-24 school year: 1,107
- Of the 1,107 AP exams administered, 590 students took at least one exam last year. 84% of the tests taken received a 3-5, and 22% received a 5 (perfect score).
- Graduation Rate: 98.2

Cedarburg High School is a member of the WIAA and the Northshore Conference.

In 2024, the Cedarburg School District (CSD) commissioned a Community Growth & Projections study and report with MDRoffers Consulting. A copy of this report is included as Appendix C to this Smart Growth Comprehensive Land Use Plan. It considers full build-out of the City of Cedarburg, Town of Cedarburg, Village of Grafton, and Town of Grafton near-term targeted development areas and makes the following projections:

- Between October 2024 and 2040, the consultant projects an increase of 177 4K-12 resident students enrolled in CSD schools (4K-5 resident enrollment +91 students, 6-8 resident enrollment +26 students, and 9-12 resident enrollment +60 students).
- The combined 4K-5 resident enrollment at the CSD's three elementary schools will remain below the combined maximum capacity of the three elementary school buildings through 2040.
- Significant excess capacity at both Westlawn and Parkview Elementary Schools is anticipated, while Thorson Elementary School would exceed its maximum building capacity by the late-2030s, however, it is noted that shifting just one (as yet unbuilt) neighborhood (i.e., #49) from the Thorson to the Parkview attendance area, would result in projected resident enrollment below maximum building capacities at all three elementary schools through 2040. *Note: The boundary change, transferring neighborhood #49 from Thorson Elementary School to Parkview Elementary School, was made/approved by the Cedarburg School Board in March, 2025.*
- Webster Middle School (grade 6-8) resident enrollment will increase by 26 students between October 2024 and 2040—totaling 671 grade 6-8 students by 2040. Resident grade 6-8 enrollment is projected to remain below the maximum building capacity of Webster Middle School through 2040. Middle school enrollment is projected to decrease through 2030, due to current larger middle school class sizes and smaller elementary class sizes. Middle school enrollment is projected to increase from 2030 to 2040, resulting from expected increases in births and housing development in the late-2020s, increasing elementary enrollment then and middle school enrollment later.

- Cedarburg High School (grade 9-12) resident enrollment will increase by 60 students by 2040. Most of the projected increase will occur through 2030, due to large current middle school class sizes, which will enter high school over the next few years. Resident enrollment at Cedarburg High School is then projected to remain stable through 2040. Resident grade 9-12 enrollment is expected to remain below the maximum capacity of the Cedarburg High School building through 2040.

School District Information Source: Cedarburg School District Website - 2024

- ~~Cedarburg High School is a four-year comprehensive public high school, accredited by the North Central Accrediting Association. It is a member of the Wisconsin Interscholastic Athletic Association and the North Shore Conference. Twenty-two extracurricular athletic and organization activities are offered through the school, including the Community Service Volunteer Program. Current enrollment is 1,186 students. The high school has 65 full-time faculty members, 11 part-time faculty members and 2 administrators. The highest degrees held include: 2 Ph. D (2.63%), 54 Masters (71.05%), and 22 Bachelors (26.32%). Six faculty members are Kohl Teacher Fellowship recipients. The retired faculty members are Kohl Teacher Fellows.~~
- ~~Webster Middle School is a transitional school serving 6th, 7th, and 8th graders. This school is dedicated to recognizing the unique physical and emotional characteristics of the middle school child and to guide each student intellectually and socially to become a life-long learner and responsible citizen. Webster Middle School is served by a faculty~~

~~of 48 teachers, a school psychologist, 2 guidance counselors, IMC Director, the Principal, Assistant Principal and 4 secretaries.~~

- ~~Thorson Elementary School is one of three elementary schools within the Cedarburg School District. It is a K-5 building with a population of approximately 500 students. This school consists of four sections of half-day kindergarten, five sections of first grade, three sections of second and third, four fourth grades, and three sections of fifth. Along with rigorous academic programs, other programs such as music, art, physical education and guidance are offered. The students support their learning in an IMC which includes a 30-workstation computer lab. In addition, students are involved in many special programs throughout the year including Arts and Interest Day, Thorson's Book Fair, a Variety Show, and a yearly Winter Carnival. Thorson School has 27 full-time teachers and one part-time support aid. The School also has a psychologist, a guidance counselor, an IMC Director, a School Principal and school secretary.~~
- ~~Westlawn Grade School is a kindergarten through fifth grade school with an enrollment of approximately 330 students. It has a reputation for academic excellence in the areas of reading, writing, math and science. Westlawn School has 24 full-time teachers, a school psychologist, a guidance counselor, an IMC Director, Principal and the school secretary.~~
- ~~Parkview Elementary School serves children from early childhood through fifth grade. In addition to the basic curriculum of science, social studies, math, language arts and reading, students have classes in art, music, instructional media, guidance and physical education. Parkview has 31 full-time teachers, a school psychologist, guidance counselor, IMC Director, the Principal and school secretary.~~

~~Parochial~~ Private Schools ~~System~~and Churches/Places of Worship

- St. Francis Borgia School – In 2006, St. Francis Borgia Catholic Church served over 2,000 families and the school offered educational opportunities for over 700 children and young adults. By 2006, ~~T~~the Parish has examined their current facilities and decided to ~~consolidate onto a single campus~~construct a new school on the 47-acre site they~~parcel~~ they also own, located along Covered Bridge Road north of 5 Corners. The new school, finished in 2015, now enrolls over 300 students in preK-8th grades. This north site already contained the north church which was originally built in 1951. ~~The master plan~~ This north site now includes~~d~~ ~~the~~ ~~construction of a~~space for multi-purpose education, an~~d~~ activity center for school, religious education, administrative offices, meetings, youth ministry and athletic

activities. ~~Future plans include either building a new church or~~ a~~dding to the existing.~~ The old school was sold. The south/downtown Church, built in 1870, ~~will~~ continues to be used for limited daily masses, sacramental obligations, weddings, funerals, and special events. The south church underwent a *significant* restoration and beautification project in 2024.

- First Immanuel Lutheran School – ~~l~~Located at W67 N622 Evergreen Boulevard, this campus serves more than 440 students aged 2 through grade 8. The school features an early childhood center serving students aged 2 through pre-Kindergarten, an elementary school serving children in Kindergarten – 5th grade, and a fully departmentalized middle school serving grades 6-8. ~~.~~ Their facilities also include a place of worship. ~~and school for grades K-5 through 8.~~
- Immanuel Lutheran ~~School~~ Church – ~~l~~Located at W61 N498 Washington Avenue, this church was originally constructed in 1882. ~~.~~
- Advent Lutheran Church – ~~l~~Located at W63 N642 Washington Avenue, this church was originally constructed 1909.
- Community United Methodist Church – ~~l~~Located at W68 N563 Evergreen Boulevard, this church was organized and its building erected in 1905.
- First Church of Christ Scientist – L~~l~~ocated at W63 N108 Washington Avenue. This church and building date back to the mid/late 1960's. ~~.~~
- Trinity Lutheran Church – Located at N60 W6047 Columbia Road, this church was originally established in 1843, and it's current building constructed in 1891.
- The Jewish Discovery Center - Located at N58W6208 Columbia Road, this center opened in 2022.
- Heritage Baptist Church – Located at W51 N776 Keup Road, this church was founded in 2008.
- Redeemer Lutheran Church – Located at W76 N627 Wauwatosa Road, this church was founded in 1969, with the existing building having been constructed in 1973.
- Saint Nicholas Orthodox Church – Located at N65W6503 Cleveland Street, this church was founded in 1985. The church building they occupy was constructed in 1891.
- Faith Lutheran Church – Located at N35 W6621 Wilson Street, this church was constructed in the late 1950's to early 60's.

- The City also has several preschool and daycare opportunities such as the recently constructed Cornerstone Christian Learning Center at N117 W6751 Forward Way, KinderCare at W62 N218 Washington Avenue, and Morningstar Montessori at N117 W6751 Washington Avenue.

Other Community Facilities

Health Care Facilities

- Lasata Care Center – W76 N677 Wauwatosa Road is owned by Ozaukee County. ~~and is a~~This campus is comprised of:
  - Lasata Care Center, a 136-bed skilled care nursing home.
  - Lasata Crossings, a 60-unit Residential Care Apartment Complex assisted living facility.
  - Lasata Heights, a 60-unit apartment building for independent seniors over age 62.
  - A new 16,000 square foot, 21 resident, assisted living and memory care assisted living CBRF is currently under construction on the campus.
  - ~~Skilled Care Facility constructed in 1966. This is a State Licensed facility for 203 beds with an average occupancy of 196 residents. There are 49 private rooms, 76 double occupancy rooms and a 2 bed intensive care unit. 2003 rates are as follows:~~
  - ~~Intensive Skilled Nursing Care - $227/day~~
  - ~~Skilled Nursing Care - $203/day~~
  - ~~Intermediate Care - $203/day~~
  - ~~Private Rooms - $11/day extra~~
  - ~~Lasata Heights – W76 N675 Wauwatosa Road is on the same campus as Lasata Care Center and has 60 apartments for independent living. The rent includes heat and 15 meals per month. 2004 rates are as follows:~~
  - ~~A units - 1 bedroom and 1 bathroom, 594 square feet = $887/month~~
  - ~~B units – 1 bedroom and 1 bathroom, 700 square feet = $987/month~~
  - ~~C unit – 2 bedrooms and 1 bathroom, 784 square feet = $1,107/month~~
  - ~~D unit – 2 bedrooms and 2 bathrooms, 896 square feet = $1,257/month.~~

- ~~Extendicare Homes Inc. – N27 W5707 Lincoln Boulevard. This facility was constructed in 1994 and initially included 40 skilled care units and 60 assisted care for frail elderly units. In 2004, an addition resulted in 14 new skilled care units and 25 new assisted living units.~~

- ~~Cedarburg Senior Apartments – N30 W6801 Lincoln Boulevard. Includes 128 apartment units for independent living.~~
- Community-Based Residential Facilities (CBRF)
  - Harrison Home (by Excelcare Inc.) ~~use~~ at W72 N675 Harrison Avenue is a 15-~~-~~bed facility.
  - Hamilton House (by Senior Living Inc.) at W76 N629 Wauwatosa Road is a 28-bed facility.
  - Lakehouse Cedarburg (by Cedarburg AL LLC) at W65 N225 Mckinley Blvd. is a 65-bed facility.
  - ~~W51 N848 Keup Road – 15 bed facility (approved 2006).~~

Cemeteries

- ~~In~~ Zur Ruhe Cemetery. This cemetery, located at N69 W60001 Bridge Road, is City owned, operated, and maintained.~~,~~ ~~a~~As of 20~~0~~25, ~~216~~ no grave sites remain available for sale. ~~at a cost of $400/site. The average number of sites sold per year is 48.~~ Due to the existence of high bedrock and limited space available for future grave sites expansion, the City ~~should~~ may wish to evaluate construction of ~~a mausoleum~~columbariums(s) for cremains to be interred here~~tion sites~~.
  - Hilgen Cemetery. Hilgen Cemetery is located within Zur Ruhe cemetery, directly behind Cedarburg cemetery on the very west side. There is no Hilgen Cemetery sign.
- ~~In~~ Immanuel Cemeter~~y~~, This cemetery, located at N32 W5400 Hamilton Road, is City owned, operated, and maintained. ~~a~~As of 20~~0~~25, about ~~650~~ 150 grave sites remain for sale at a cost of $~~400~~750/site. The existing vacant residence structure on this property will be razed in 2025, which will provide some space for additional grave sites, depending on the bedrock conditions. The City may wish to evaluate construction of columbarium(s) for cremains to be interred at this site. Within the boundaries of this cemetery property, off to the west, ~~Directly west of this cemetery, there are approximately~~ 3+/- acres ~~of~~ are vacant land currently used as a recreational soccer field. ~~which~~ This area could be used for additional future grave sites as well. ~~Approximately 2,000 grave sites could be located on this 3-acre area.~~ To the east of this site, the City also owns a vacant 2.36-acre parcel that

could also be platted into future grave sites. On average, ~~37~~ 25 grave sites are sold each year at Immanuel Cemetery.

~~About 85 sites are sold per year combining both cemeteries' sales.~~ The combined supply of available grave sites in 20~~0~~25 is ~~about~~ +/-150~~860~~ ~~sites~~, which would provide a ~~10~~6-year supply of sites.

Consideration ~~should~~ may eventually have to be given to ~~providing additional cemetery sites in the form of a mausoleum at the Zur Ruhe Cemetery, expansion of Immanuel Cemetery, and~~ identifying a new~~-~~/future cemetery site in the City. ~~Year 2025 Land Use Plan~~. This subject should be revisited at one of the required 10-year update intervals (i.e., 2035 or 2045) for this Plan.

- St. Francis Borgia Catholic Cemetery. This privately owned and operated cemetery, ~~which is not under the control of the City,~~ is located at 7963 Pioneer Road~~along the south side of Pioneer Road and west of Wauwatosa Road~~ in the City of Mequon. This cemetery also has sites available. Saint Francis Borgia Catholic Church and School are located in the Town and City of Cedarburg respectively.
- Immanuel Heritage Cemetery. This cemetery, located at N69 W6101 Bridge Road, is City owned.
- Advent Lutheran Columbarium. This columbarium is located at W63N642 Washington Avenue.
- Otto B. Lau Cemetery. This cemetery is located on the northeast corner of Pioneer Rd. and Green Bay Road. It's location is about 50 yards off the road and under a tree. The house on this corner was torn down years ago, but the grave site still remains. There is only one stone in this cemetery.
- Founders Cemetery. This cemetery is located at W67 N520 Evergreen Boulevard. This location is also associated with Founders Park.

~~Public~~ Utilities and Community Facilities Goals, Objectives, and Policies

Public Utilities. The most important element of a community that affects the rate of future growth is the availability of public utilities (water, gas, electricity, telephone, cable, sewage treatment and refuse disposal facilities), all of which are necessary to maintain a healthy environment. Community facilities contribute to the quality of living in Cedarburg.

Goal

To provide public utilities, ~~and~~ services, and facilities in a cost-effective manner that will provide for efficient and orderly growth and development and enhance the quality of life in the City..

- Objectives
  - Provide for the extension of public utilities only in areas environmentally suitable for urban development.
  - Promote the provision of public utilities in areas that can be most efficiently and economically served.
  - Maintain a water distribution system that is capable of supplying and distributing water to all existing and planned future residents in the City.
  - Maintain a sanitary sewer system that is capable of serving the needs of all existing and planned future residents by properly maintaining the existing systems (or implementing new/different means for wastewater recycling), and planning for the orderly extension ~~to~~ of services to planned ~~new~~ future development.
- Policies:
  - Support and participate in local and State efforts pertaining to groundwater protection.
  - Continue to monitor, and through our ~~extraterritorial platting jurisdiction~~land use planning (both intra-City and throughout the City's extraterritorial platting and planning jurisdictional area), manage the intensity and type of land use activities for the purpose of mitigating and/or avoiding groundwater contamination.
  - Significant drainageways should be protected from development to allow natural drainage.
  - Development should be permitted only in areas that can be efficiently and economically served by public utilities.
  - The capital improvements program should continue to be used to compliment the land use plans and strategies of the Comprehensive Plan.
  - The City should continue to utilize, and periodically update, the impact fee

Ordinance as will appropriately place the costs for certain public services onto the direct beneficiaries.

Community Facilities and Services Goals, Objectives and Policies

Municipal services, police and fire protection, library, education and health care provisions are essential for City of Cedarburg to fulfill its responsibility to promote the comfort, health, safety, morals and general welfare for Cedarburg residents. It is also critical that the rate of Cedarburg's growth be managed to correspond with its ability to provide essential services and facilities.

Goal:

To provide and maintain essential facilities and services necessary to ensure the comfort, safety, morals, health, and general welfare to make the City of Cedarburg an attractive place to live and work.

- Objectives:
  - Provide adequate and effective police and fire protection to all areas of the City.
  - Provide high quality library collections and services that inspire personal growth, ignite curiosity, bring people together, and build a strong community.
  - Provide for a full range of municipal and social services to all City residents.
  - Continue to provide for a wide range of social, cultural, and educational activities for the benefit and enjoyment of all City residents.
  - Continue to utilize the City of Cedarburg Capital Improvements Program as the critical tool to implement this Comprehensive Plan and develop needed utilities and community facilities.
  - Continue to ~~C~~communicate with the Cedarburg School District regarding new development to ~~allow for their planning for staff, new buildings or additions to existing, and other~~ their planning needs such as staffing and building space.
- Policies:
  - The City of Cedarburg should continue to work with the Cedarburg

School District, private schools in the area, Ozaukee County and area Technical Colleges and Universities to strengthen and increase educational opportunities within the City.

- The City of Cedarburg should continue to provide for the highest level of service and efficiency for police and fire protection services.
- The City of Cedarburg should continue to provide s~~S~~ocial services and assist in medical services to meet the needs of its residents.
- The City should continue to utilize the City of Cedarburg ~~c~~Capital ~~i~~Improvements ~~p~~Program to ensure long range financial planning is keeping step with ~~for~~ anticipated public improvements.