

**CITY OF CEDARBURG
PLAN COMMISSION
December 2, 2024**

A regular meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held at 7:00 p.m. on Monday, December 2, 2024. 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: <https://us02web.zoom.us/j/87058386982>

AGENDA

1. CALL TO ORDER - Mayor Patricia Thome
2. ROLL CALL: Present - Mayor Patricia Thome, Jack Arnett, Adam Voltz, Sig Strautmanis, Sherry Bubnitz, Jon Scholz, Common Council Member Jim Fitzpatrick

Also Present - City Planner Mary Censky, City Administrator Mikko Hilvo, Administrative Assistant Theresa Hanaman
3. STATEMENT OF PUBLIC NOTICE
4. APPROVAL OF MINUTES – November 4, 2024 and November 13, 2024
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
A.* WITHDRAWN BY APPLICANT. The request for Conditional Use Grant Permit transfer has been **withdrawn by the applicant**.
Tax Key No: 13-107-04-14-000
Ward/Ald. District: 3
7. REGULAR BUSINESS; AND ACTION THEREON
A.* Applicant Emmy Hilgendorf, d/b/a Cornerstone Christian Learning Center, in c/o architect Mark Hertzfeldt of Design 2 Construct, requests final/follow-up approval of the architectural plans for inclusion under their recently approved Conditional Use Permit (CUP) to develop a daycare facility on 2.5 acres of land located in the City's Hwy. 60 Business Park. The current owner of this M-3 Business Park District zoned property is the City of Cedarburg.
Tax Parcel No: 13-022-03-002.00
Ward/Ald. District: 7

B.* Applicants Brad Devorkin and Michele Tietz, d/b/a Lime Cantina, request approval of a Temporary Use Permit to place an enclosed tent over their outdoor seating area at W62 N550 Washington Avenue from October 1, 2024 through April 30, 2025. This B-3(HPD) Central Business District w/ Historic Preservation Overlay District zoned property is owned by Cedarburg Dining LLC.
Tax Key No: 13-107-02-03-001

Ward/Ald. District: 4

C.* Applicant/Property Owners Mike and Cindi Purnell, d/b/a Burg 63, LLC, request approval to raze/remove the existing principal residence and detached accessory garage structures on the property located at N70 W6222 Bridge Road. This property is zoned Rs-6 Single-Family/Two-Family Residential District. It is located in the Columbia Historic District and the structures appear to be classified as 'Contributing'.

Tax Key No: 13-080-18-02-001

Ward/Ald District: 1

D.* Applicant/property owner Stone Lake Development, Inc., in c/o Craig Caliendo, requests favorable recommendation to the Common Council for approval of a Certified Survey Map combining what is presently two lots, then subdividing this whole (i.e., 41.36-acre) Stone Lake Condominium site into three parcels, and dedicating the portion of interior road that will be public. This property is zoned Rd-1 (PUD) Two-Family District with the Planned Unit Development Overlay District.

Tax Key No: 13-107-04-14-000 & 13-022-14-006.00

Ward/Ald. District: 7

E.* Applicant/property owner Stone Lake Development, Inc., in c/o Craig Caliendo, requests favorable recommendation to the Common Council for approval of the final Plat and Declaration for Stone Lake Condominium. This property is zoned Rd-1 (PUD) Two-Family District with the Planned Unit Development Overlay District.

Tax Key No: 13-107-04-14-000 & 13-022-14-006.00

Ward/Ald. District: 7

F.* Applicant Robert Bach, d/b/a P2 Development Company, requests approval of Building, Site, and Use plans to add a fourth/final 8-unit multi-family residential building to the existing site of Concord Apartments located N142 W6196-6212 Concord Street. This 2.25-acre property is zoned Rm-2 Multi-Family Residential District. Current property owner is Concord Apartments LLC.

Tax Key No: 13-003-01-003.00

Ward/Ald. District: 5

G.* Applicant Blind Horse Winery, in c/o architect Jason Ahrens with Distinctive Design Studio, requests use, site plan, and architectural plan amendment approval to add the accessory uses/structures of permanent food truck/trailer, and outdoor walk-in freezer, to their recently approved tasting room building/site/use located at W63 N674 Washington Avenue. This property, owned by Ormsby Acquisitions LLC, is zoned B-3(HPD) Central Business District with Historic Preservation District Overlay.

Tax Key No: 13-079-02-03-004

Ward/Ald. District: 6

H.* Review, discussion, and possible recommendation to the Common Council to make changes to Sections 2-4-10 Landmarks Commission., 13-1-55 B-3 Central Business District., 13-1-70 HPD Historic Preservation Overlay District., and 15-1-14 Requirements for the restoration and/or rehabilitation of historic properties designated by the landmarks commission.

Tax Key No. N/A

Ward/Ald. N/A

I.* Review and discussion on matters related to the Comprehensive/Smart Growth Plan Update including:

- Chapter 2 – Housing, DRAFT as of 11-19-24.
- Chapter 8 – Land Use, DRAFT as of 11-19-24.
- December 17th, 2024 Open House and Public Hearing.

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.

11-21-2024

**CITY OF CEDARBURG
PLAN COMMISSION**

November 04, 2024

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, November 4, 2024, at Cedarburg City Hall, W63N645 Washington Avenue, upper level, Council Chambers, and online via the Zoom app. The meeting was called to order at 7:00 p.m. by Mayor Patricia Thome.

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

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

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

A motion was made by Commissioner Bublitz, seconded by Commissioner Arnett, to approve the minutes from October 7, 2024 and October 16, 2024. Motion carried without a negative vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

PUBLIC HEARINGS

A motion was made by Commissioner Strautmanis, seconded by Commissioner Bublitz, to open the Public Hearing at 7:01 p.m.

APPLICANT EMMY HILGENDORF, D/B/A CORNERSTONE CHRISTIAN LEARNING CENTER, IN C/O ARCHITECT MARK HERTZFELDT OF DESIGN 2 CONSTRUCT, REQUESTS APPROVAL OF A CONDITIONAL USE PERMIT (CUP) TO DEVELOP A DAYCARE FACILITY ON 2.5 ACRES OF LAND LOCATED IN THE CITY'S HWY. 60 BUSINESS PARK (I.E., A PORTION OF THE WESTERNMOST END OF OZAUKEE COUNTY TAX PARCEL NO. 13-022-03-002.00). THE CURRENT OWNER OF THIS M-3 BUSINESS PARK DISTRICT ZONED PROPERTY IS THE CITY OF CEDARBURG.

The plans have been reviewed against the Declaration of Restrictions and Covenants for the Highway 60 Business Park and found to be compliant in all respects. However, with respect to City Codes, there were a few exceptions from full compliance, including the lack of concrete curbing around the entire perimeter of the parking area. Detailed discussion as to certain elements of the proposed architectural plans was had. The Commission generally favored the ideas of its architecture specialists with regard to breaking up the plain line of the roof from end-to-end of the building.

Planner Censky recommends the following conditions be considered for attachment to any approval the Planning Commission may be inclined to grant in this matter:

- 1) Plan Commissions review and approval of Building, Site and Operating Plan Amendment shall be required before any improvements identified as ‘future’ (i.e., the south building expansion) may be implemented at the site.
- 2) The metal expansion wall on the south elevation shall, at the time of completion, have finished materials consistent with the other three building elevations.
- 3) City Engineer review and approval of the grading, stormwater management, erosion control and utility plans prior to issuance of a building permit.
- 4) Applicant acknowledges and agrees that the improvements shown on this plan which encroach upon/into the utility and stormwater easement are placed there at the property owner’s peril. If the City ever damages these improvements or has to remove them from the easement in the course of using or maintaining the easement for utility and stormwater management purposes, the City has no obligation to compensate the property owner or to replace the improvements.
- 5) All signs are subject to prior review, approval, and permit issuance in accordance with Chapter 5 of the Building Code – Regulation of Signs prior to placement at the site.

There were no comments from the public.

A motion was made by Commissioner Strautmanis, seconded by Commissioner Bublitz to close the Public Hearing at 7:27 PM. Motion carried without a negative vote.

A motion was made by Commissioner Arnett, seconded by Commissioner Scholz to approve the request for the Conditional Use Permit to develop a Daycare Facility on 2.5 acres of land located in the city’s HWY. 60 Business Park subject to the recommendations of the Planner, and subject to the applicant revising the architecture plans per discussion as to breaking up the plain line of the roof from end-to-end of the building. These changes must be followed up by the applicant and receive the approval of the Plan Commission at a subsequent meeting.

REGULAR BUSINESS, AND ACTION THEREON

APPLICANT EMMY HILGENDORF, D/B/A CORNERSTONE CHRISTIAN LEARNING CENTER, IN C/O ARCHITECT MARK HERTZFELDT OF DESIGN 2 CONSTRUCT,

REQUESTS APPROVAL OF A CERTIFIED SURVEY MAP DIVIDING A ~2.5-ACRE LOT OFF FROM THE EXISTING ~10.57-ACRE PARENT PARCEL OF LAND LOCATED IN THE CITY'S HWY. 60 BUSINESS PARK (I.E., OZAUKEE COUNTY TAX PARCEL NO. 13-022-03-002.00. THE CURRENT OWNER OF THIS M-3 BUSINESS PARK DISTRICT ZONED PROPERTY IS THE CITY OF CEDARBURG.

Planner Censky raises no specific objections to the Certified Survey Map as presented but recommends the City Engineer review and approve the map including as to easements (existing, and any new easements as may be required).

A motion made by Commissioner Strautmanis, seconded by Commissioner Arnett to recommend approval of the Certified Survey Map dividing a ~2.5-acre lot off from the existing ~10.57-acre parent parcel, subject to the City Engineers' review and approval of the map including any easements. Motion carried without a negative vote.

APPLICANT STACY BUENING, D/B/A PHILIPP LITHOGRAPHING COMPANY, IN C/O ARCHITECT MARK HERTZFELDT OF DESIGN 2 CONSTRUCT, REQUESTS APPROVAL OF BUILDING, SITE, AND OPERATING PLAN (INCLUDING EXTERIOR LIGHTING AND LANDSCAPING PLANS) IN SUPPORT OF THEIR PLANS TO CONSTRUCT A NEW BUILDING FOR THEIR LITHOGRAPHING BUSINESS (INCLUDING SPACE FOR THEIR PROFESSIONAL OFFICE STAFF NEEDS) ON 4.07-ACRES OF LAND IN THE CITY'S HWY 60 BUSINESS PARK (I.E., THE SOUTHERNMOST PORTION OF OZAUKEE COUNTY TAX PARCEL NO. 13-022-02-005.00). THE CURRENT OWNER OF THIS M-3 BUSINESS PARK DISTRICT ZONED PROPERTY IS THE CITY OF CEDARBURG.

The plans have been reviewed against the Declaration of Restrictions and Covenants for the Highway 60 Business Park and found to be compliant in all respects. With respect to City Codes, there is an exception from full compliance with the lack of concrete curbing around the entire perimeter of the parking area.

Planner Censky recommends the following conditions be considered for attachment to any approval of the Planning Commission, which may be inclined to grant in this matter:

- 1) Plan Commission review and approval of Building, Site and Operating Plan Amendment shall be required before any improvements identified as 'future' (such as north and east building expansions, and south parking area) may be implemented at the site.
- 2) The metal expansion walls on the north and east elevations shall, at the time of completion, have finished materials consistent with the south and west elevations.
- 3) City Engineer review and approval of the grading, stormwater management, erosion control and utility plans prior to issuance of a building permit.
- 4) All signs are subject to prior review, approval, and permit issuance in accordance with Chapter 5 of the Building Code – Regulation of Signs prior to placement at the site.

Discussion was had about the architect specialist members of the Plan Commission recommendations for changes with respect to the front end corners use of spandrel glass and the front window bays treatment. A motion was made by Commissioner Arnett, seconded by Commissioner Scholz to approve of the building, site, and operating plan (including exterior

lighting and landscaping plans) in support of their plans to construct a new building, subject to the recommendation from Planner Censky and subject to the changes as recommended by the Plan Commission architect specialist members recommendations for changes with respect to the front end corners use of spandrel glass and the front window bays treatment. These changes must be approved in final form by the Planner and Plan commission architect specialist members. Motion carried without a negative vote.

APPLICANT STACY BUENING, D/B/A PHILIPP LITHOGRAPHING COMPANY, IN C/O ARCHITECT MARK HERTZFELDT OF DESIGN 2 CONSTRUCT, REQUESTS APPROVAL OF A CERTIFIED SURVEY MAP DIVIDING A ~4.07-ACRE LOT OFF FROM THE EXISTING 7.52-ACRE PARENT PARCEL OF LAND LOCATED IN THE CITY'S HWY 60 BUSINESS PARK

The Planner raises no specific objections to the Certified Survey Map as presented but recommends the following condition be considered for attachment to any recommendation for approval which the Plan Commission may consider making to the Common Council:

1) City Engineer review and approval of the map as to easements (existing, and any new easements as may be required).

A motion made by Commissioner Strautmanis, seconded by Commissioner Arnett to recommend approval of the Certified Survey Map dividing a ~4.07-acre lot off from the existing ~7.52-acre parent parcel, subject to the City Engineers' review and approval of the map including any easements. Motion carried without a negative vote.

THE APPLICANTS JEANIE AND DANNY CRAWFORD/BIRDHOUSE RENTALS LLC, REQUEST FAVORABLE RECOMMENDATION TO THE COMMON COUNCIL TO AMEND SECTION 13-1-53 © AND € OF THE CITY CODE BY MODIFYING AND ADDING SPECIFIC USES THAT CAN BE CONSIDERED FOR APPROVAL IN THE B-NEIGHBORHOOD BUSINESS DISTRICT.

Public Comment

Jake Schneider – W59 N412 Hilgen Avenue, Cedarburg, WI

Planner Censky reminded the Plan Commission the applicant had been before them requesting consultative review, discussion, and feedback about various uses (including for instance, fitness, therapy, flexible use space for lease, and outdoor seating) which they hope to deploy in their B-1(PUD) zoned property located at the southwest corner of Jackson Street and Washington Avenue at the October 7th Plan Commission meeting.

Planner Censky noted, Commissioners were generally supportive of their proposed uses, considering them to be compatible with the purpose and intent of the B-1 Neighborhood Business District. Staff were then directed to return with a draft of Code amendments as would be necessary to enable those uses specifically.

If the Plan Commission supports the addition of these uses in the B-1 District as drafted, Planner Censky will put the language in Ordinance format, and it can be considered for ratification by the Common Council at an upcoming meeting.

A motion was made by Commissioner Bublitz, seconded by Commissioner Strautmanis to provide a favorable recommendation to Common Council to move forward as presented. Motion carried without a negative vote.

APPLICANT/PROPERTY OWNER WASHINGSTONE LLC AND IT'S A GAS LLC, IN C/O MEMBER GREG ZIMMERSCHIED, REQUESTS REVIEW, DISCUSSION AND CONSULTATIVE FEEDBACK ON HIS PLANS TO UNIFY, IMPROVE AND EXPAND THE EXISTING DEVELOPMENT OF THE PROPERTIES LOCATED AT W63 N680-686 WASHINGTON AVENUE, FOR RETAIL, DINING/BAR, AND OUTDOOR SEATING PURPOSES. THESE TWO PROPERTIES, TOTALING ~.39-ACRES IN AREA, ARE ZONED B-3 CENTRAL BUSINESS DISTRICT WITH (HPD) HISTORIC PRESERVATION DISTRICT OVERLY.

The applicant requests a consultative review, discussion, and feedback regarding his plans to combine the above-listed lots and:

- Make facade improvements to the existing block building/space located behind (east of) the existing retail building at 684 Washington Avenue (i.e. behind District 6 [which currently contains 2,372 sq. ft. of clothing retail space]) and convert it to 862 sq. ft. of new, usable space.
 - Build an addition (to the existing building/space at 680 Washington Avenue (i.e., The Irish Boutique [which currently contains 1,750 sq. ft. of retail space])). The addition would add 1,558 sq. ft. of space extending toward and reaching the backside of the sidewalk at Washington Avenue. (*Note, the existing buildings to the north and south of this combined site do not reach out to the back of Washington Avenue sidewalk).
 - Build a new 4,700 sq. ft. building on the east side of the combined lots parallel to Cedar Creek.
 - The concept site plan also depicts a substantial outdoor seating area (i.e., approximately 168 chairs) throughout the open area of the combined lots, with a central 'mall' extending from Washington Avenue to Cedar Creek.
 - The proposed changes result in the loss of approximately 4 existing parking stalls on the combined lots which are presently used by the owners/employees of District 6 and The Irish Boutique.
 - No parking is proposed to be included on the site.
- In the B-3 District, clothing retail use, restaurant use, and tavern/cocktail lounge use, are among the permitted uses.

Planner Censky stated that this is a matter for concept review and feedback, there is no Staff recommendation at this time.

The applicant discussed the potential for a new development in this portion of the downtown historic district of Cedarburg, which could include a restaurant or other retail businesses. He highlighted the need for creative solutions to utilize vacant spaces and increase the tax base. He suggested that the proposed development could provide more opportunities for diverse dining options. The applicant also addressed concerns about parking. The Plan Commission was asked to consider whether the benefits of the proposed development would justify the lack of onsite parking.

The applicant suggested that the new building would be best suited for a restaurant, while the other buildings could potentially house a retail store or mixed-use. The applicant also mentioned the need for strong retail in the area, particularly unique stores like the Irish boutique. The typical requirement of a 75-foot setback from the ordinary high watermark was discussed, but it was clarified that the city might have discretionary authority to establish its own setback due to the land's history. Planner Censky proposed to draft a revised ordinance and seek approval from the DNR before bringing a proposed code amendment back to the Plan Commission.

APPLICANT AARON GILLETTE, D/B/A AJ AMUSEMENTS INC., REQUESTS FAVORABLE RECOMMENDATION TO THE COMMON COUNCIL TO AMEND THE CITY CODE BY ADDING “INDOOR FAMILY ENTERTAINMENT AND RECREATION CENTER (INCLUDING THE SUBORDINATE ACCESSORY USE OF BEER AND WINE SALES”) AS A CONDITIONAL USE THAT CAN BE CONSIDERED FOR APPROVAL IN THE M-2 GENERAL MANUFACTURING DISTRICT.

The applicant hopes to become a tenant occupant in an existing, M-2 multi-tenant building, with the use ‘family entertainment center’. The applicant has identified various operational/use characteristics such as:

- 18-hole indoor mini golf course.
- Laser tag arena.
- Pinball and video games.
- (phase 2) indoor bumper cars.
- Snack bar, serving pretzels, pizza, and other snacks.
- The applicant would also like to eventually have a license to sell beer and wine.
- Retail sales of t-shirts and hats.

‘Indoor and outdoor recreation and entertainment’ is listed as a use that can be considered/approved by the Plan Commission in the B-2 and B-3 commercial districts. This use is not listed in any of the M-manufacturing and business park districts. As an adaptive re-use of older industrial buildings that may be struggling to secure more modern industrial operators as tenants, uses such as this may offer an opportunity to maintain vibrant occupancies provided care is taken to ensure that they are executed in a manner that is compatible with the surrounding area and uses.

Planner Censky asked the Plan Commission if they support the addition of this use in the M-2 District, then Planner Censky will put the language in Ordinance format, and it can be considered for ratification by the Common Council at an upcoming meeting.

A motion was made by Commission Arnett, seconded by Commissioner Bublitz to approve the recommendation to the Common Council to add the language “Indoor family entertainment and recreation center (including the subordinate accessory use of beer and wine sales”) and subject to any restriction that the Planner may include. Motion carried without a negative vote.

REVIEW AND DISCUSSION ON MATTERS RELATED TO THE COMPREHENSIVE PLAN UPDATE INCLUDING SETTING THE DATE FOR OPEN HOUSE/CHARETTE (WEEK OF DECEMBER 16TH).

Planner Censky asked the Plan Commission to review the new Housing Data Report and the updated map that shows the final 12 Smart Growth Areas that have been added to the Commissioners’ binder.

Planner Censky sent a survey to schedule an additional Plan Commission meeting to finish the discussion of the Comprehensive Smart Growth Plan Chapter 2 and Chapter 8. The meeting was scheduled for November 13, 2024, at 5:30 pm.

The Plan Commission was asked to schedule a meeting for the Public Hearing/Open House for Comprehensive Plan input. Plan Commission scheduled the Open House/Public Hearing for December 17th, 2024 at 6:00 pm. The location is yet to be determined. Commissioners suggested leaving it up to staff to notify the public regarding the Open House.

COMMENTS FROM RESIDENTS

Terry King, Resident – W63 N762 Sheboygan Road, Cedarburg, WI
Shelly Olson – W66 N389 Kennedy Avenue, Cedarburg, WI

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS - None

MAYOR’S ANNOUNCEMENTS - None

ADJOURNMENT

A motion was made by Commissioner Arnett, seconded by Council Member Fitzpatrick to adjourn the meeting at 9:51 p.m. The motion carried without a negative vote.

Theresa Hanaman
Administrative Assistant

**CITY OF CEDARBURG
PLAN COMMISSION
November 13, 2024**

A regular meeting of the Plan Commission of the City of Cedarburg was held on Wednesday, November 13, 2024, at Cedarburg City Hall, W63 N645 Washington Avenue, upper level, Council Chambers, and online via the Zoom app. The meeting was called to order at 5:30 p.m. by Mayor Patricia Thome.

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

Excused- Jon Scholz

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

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

Terry King - W63 N762 Sheboygan Road, Cedarburg, WI

PUBLIC HEARINGS - NONE

REVIEW AND DISCUSSION ON MATTERS RELATED TO THE COMPREHENSIVE PLAN UPDATE

Planner Censky reviewed the changes made in Chapter 2 - Housing relating to the preliminary and final housing reports and the chapter text review. The Smart Growth Area Map has been updated to reflect a total of 12 sites. Planner Censky reviewed Smart Growth Areas one through five, the sites south of Bridge Road.

When discussing the Housing and Residential Development issues from the Housing Element, Commissioner Strautmanis confirmed any new homes or developments would need to be more reflective of Cedarburg's unique and historic character as to architectural themes and neighborhood designs. This can be accomplished through a Planned Unit Development (PUD) and should be reiterated in the Comprehensive Plan/Smart Growth plan. Commissioner Bublitz agreed to the

connectivity of potential new neighborhoods with adequate park and open space access with multimodal routes to the city's central business district which could include the extension of the interurban bike trail. Commissioner Voltz spoke in favor of smaller homes at 1200 sq. ft.

Specifically, Planner Censky and Plan Commissioners discussed topics in Chapter 2 - Housing Element such as the Housing Demand, Population Trends, Housing Trends, and the Housing Development Environment. Included in the discussion were the Housing and Residential Development Issues, Goals Objectives, and Policies.

Planner Censky brought to attention the Cedar Creek Walk and asked the Plan Commission if it should be part of the Land Use Plan. Plan Commissioners agreed the walkway should be added.

Public Comment

Terry King - W63 N762 Sheboygan Road, Cedarburg, WI
Bob Slaasted – N86 W6146 Willowbrooke Avenue, Cedarburg, WI
Beth Harvey – W62 N77 Sheboygan Road, Cedarburg, WI
Cathy Czech – N119 W5835 James Circle, Cedarburg, WI
Tom Czech – N119 W5835 James Circle, Cedarburg, WI
Julie Roberts – 1578 Fox Hollow Lane, Cedarburg, WI

No action was taken by the Commission.

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

Commissioner Arnett reiterated that residents could send an email to the City Clerk with any questions or concerns for Plan Commissioners.

MAYOR'S ANNOUNCEMENTS

Mayor Thome will be welcoming Santa Claus at the Cedarburg Tree Lighting event on December 2, 2024, at 7:00 PM and appointed Commissioner Arnett as Vice Chair to start the Plan Commission meeting until the Mayor can get there. An official Vice Chair will be nominated at the January 6, 2024 Plan Commission meeting.

ADJOURNMENT

A motion was made by Commissioner Arnett, seconded by Commissioner Voltz to adjourn the meeting at 8:22 p.m. The motion carried without a negative vote, with Commissioner Scholz excused.

Theresa Hanaman
Administrative Assistant

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date: December 12, 2024

General Information:

Agenda Item: 7.A.

Applicant:

Emmy Hilgendorf, d/b/a Cornerstone Christian Learning Center, in c/o architect Mark Hertzfeldt of Design 2 Construct

Property Owner:

City of Cedarburg

Requested Action:

Follow-up review and approval of revised architectural plans per terms of recent Conditional Use Permit approval.

Current Zoning:

M-3 Business Park District

Current Master Plan Classification:

Industrial and Manufacturing

Surrounding Zoning/Land Use:

North: M-3 Business Park District
South: Rd-1 Two-Family Residential District w/ PUD Planned Unit Development Overlay District
East: M-3 Business Park District
West: Rs-4 Single-Family Residential District w/ PUD Overlay District

Lot Size:

~ 2.5 acres

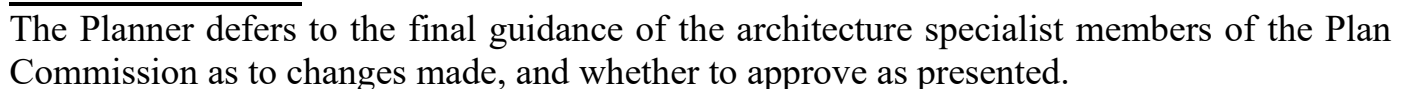
Location:

Forward Way (i.e., a portion of the westernmost end of Ozaukee County Tax Parcel No. 13-022-03-002.00)

Discussion:

On November 4, 2024 the applicant received Conditional Use Permit (CUP) approval to develop a 10,650 sq. ft. (+ possible 5,661 sq. ft. future addition) on 2.5 acres of vacant land located in the southwest corner of the City's Hwy. 60 Business Park. This approval was subject to, among other things, the applicant making architectural plan revisions in

2022 Ozaukee County GIS Aerial Map View – Cornerstone Daycare Site





LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: Forward Way - Cedarburg Business Park
 APPLICANT/BUSINESSNAME: Mark Hertzfeldt - Design 2 Construct
 APPLICANT/BUSINESS ADDRESS: N173W21010 Northwest Passage, Jackson WI 53037
 STATUS OF APPLICANT: ☐ OWNER ☐ AGENT ☐ BUYER ☐ OTHER _____
 PHONE: 262-677-9933 EMAIL: mhertzfeldt@design2construct.com
 PROPERTY OWNER (IF DIFFERENT): Emmy Hilgendorf / Cornerstone Christian Learning Center
 PROPERTY OWNER MAILING ADDRESS: 7955 WI-60, Cedarburg WI 53012
 PROPERTY OWNER PHONE: 262-375-2875 PROPERTY OWNER EMAIL: emmers4218@gmail.com
 REQUEST FOR (CHECK ALL THAT APPLY):

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

DESCRIBE REQUEST: Construction of a new daycare facility and associated site development. CSM to split off approx 2.3 acre lot from larger 11 acre lot

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 THIRTEEN (13) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC**

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOFCEDARBURG.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: *Laura Smrdz* *Emmy Hilgendorf* DATE: 10/2/2024

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: _____

Parcel Information



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

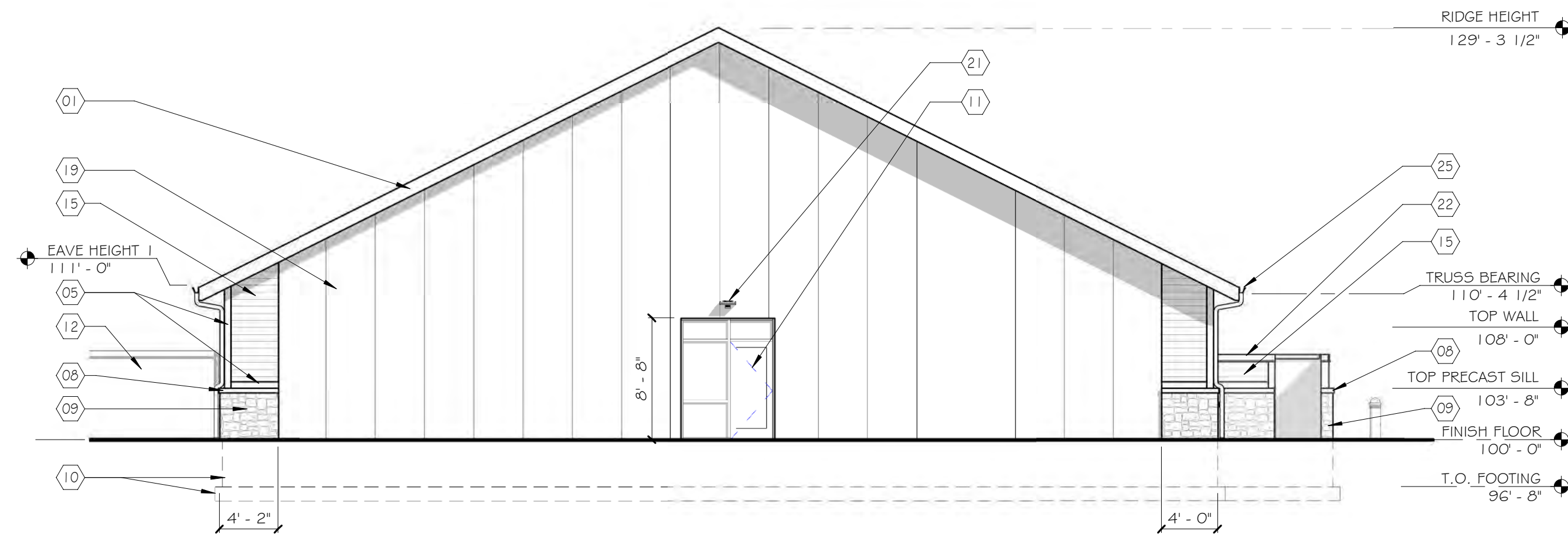
Product of the LAND INFORMATION OFFICE

10/14/2024, 9:04:32 AM

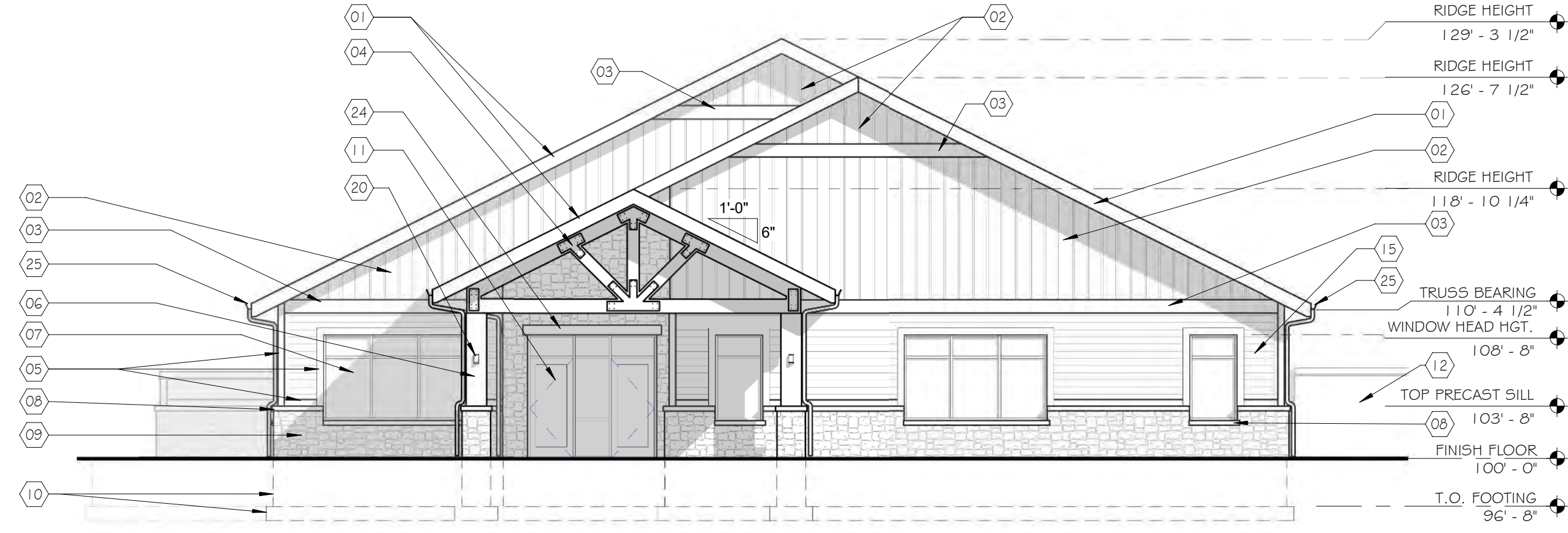
10/14/2024, 9:04:32 AM

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.

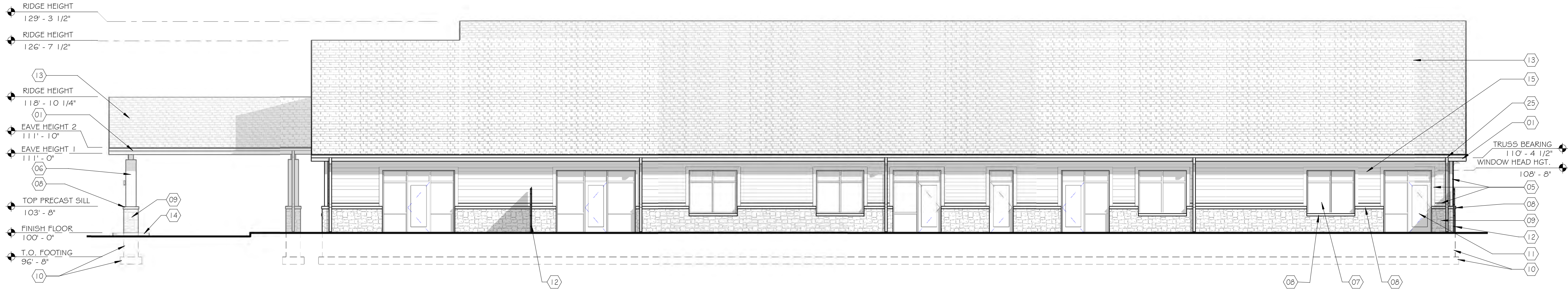
ELEVATION NOTE LEGEND (CONT'D.)	
01 LP SMARTSIDE FASCIA PANEL	16 A/C UNITS
02 BOARD AND BATTEN SIDING, 12" O.C.	17 GAS METER
03 1 x 12 LP SMARTSIDE TRIM BOARD	18 ELECTRIC PANELS
04 HEAVY TIMBER TRUSS - SELECT DOUGLAS FIR	19 INSULATED METAL PANEL (IMP)
05 1 x 6 LP SMARTSIDE TRIM BOARDS	20 WALL SCONCE
06 WOOD VENEER COLUMN	21 WALL PACK
07 PREFINISHED ALUMINUM WINDOW SYSTEM W/ TINTED, INSULATED GLASS	22 PREFINISHED METAL COPING
08 LIMESTONE SILL	23 MECHANICAL ENCLOSURE, SEE SHEET A1.1
09 STONE VENEER	24 LIMESTONE HEADER
10 CONCRETE FOUNDATION WALL AND FOOTING	25 PREFINISHED ALUMINUM GUTTER AND DOWNSPOUT
11 PREFINISHED ALUMINUM STOREFRONT SYSTEM W/ TINTED, INSULATED GLASS	26 6" HIGH PAINTED CEDAR GATE
12 4' HIGH, VINYL COATED CHAIN LINK FENCING	27 METAL GATE POST
13 <varies>	28 6" CONCRETE SLAB
14 CONCRETE CURB	29 GATE POST IN CONCRETE FILLED SONO-TUBE
15 6" LP SMARTSIDE EXPOSED LAP SIDING	30 SECTIONAL OVERHEAD DOOR



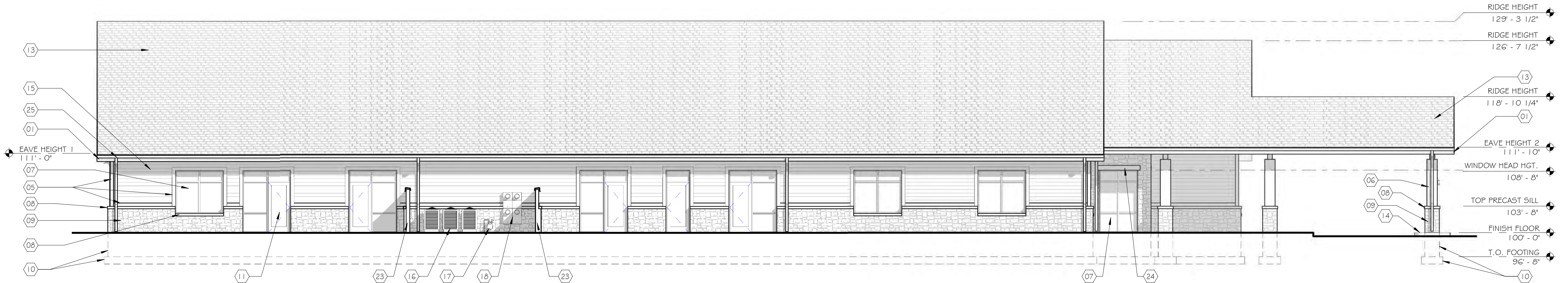
4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



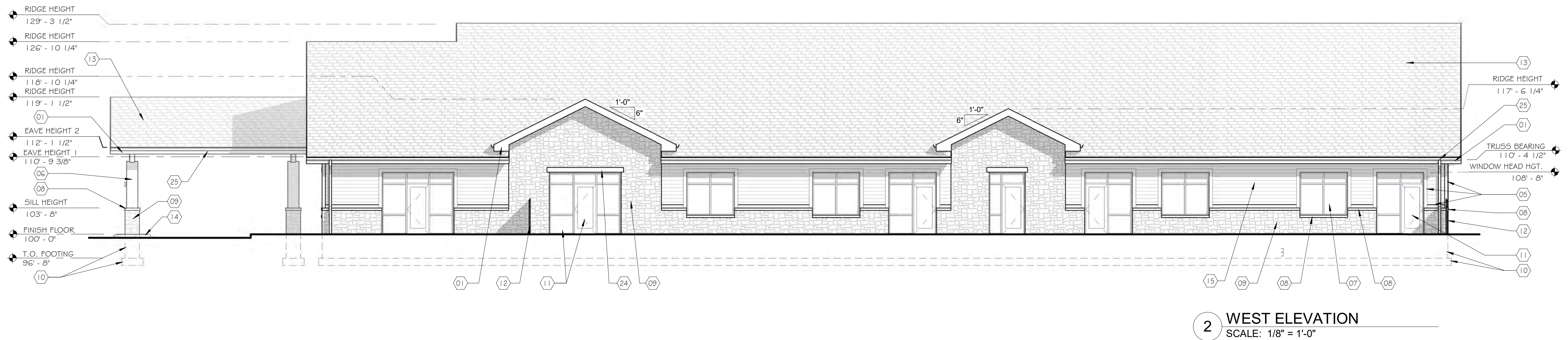
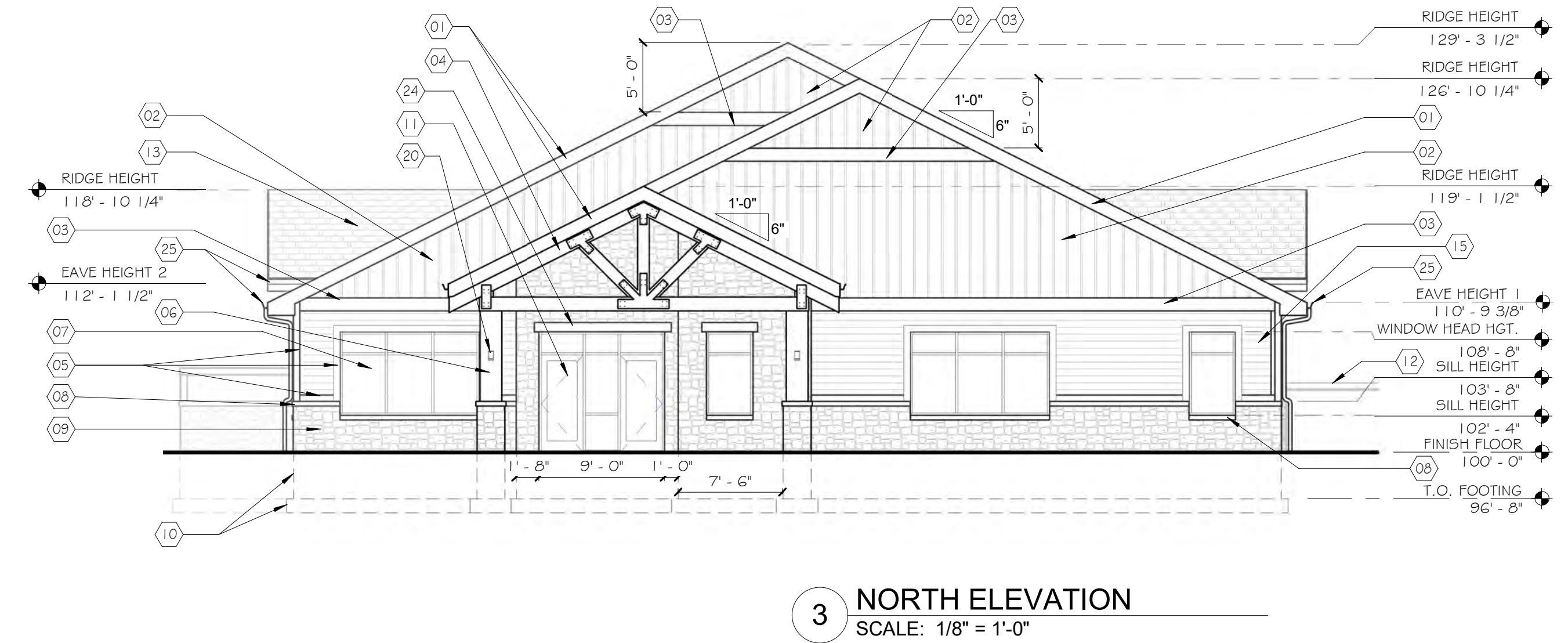
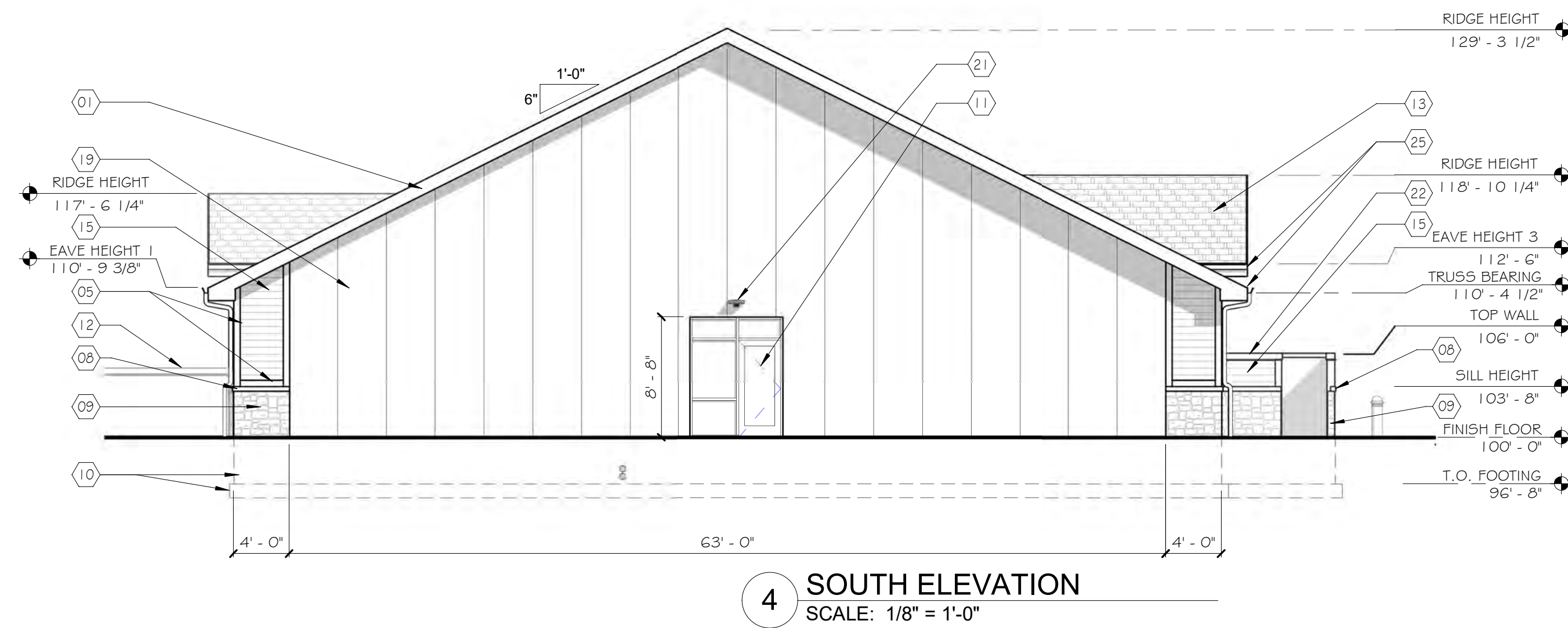
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION NOTE LEGEND

- 01 LP SMARTSIDE FASCIA PANEL
02 BOARD AND BATTEN SIDING, 12" O.C.
03 1 x 12 LP SMARTSIDE TRIM BOARD
04 HEAVY TIMBER TRUSS - SELECT DOUGLAS FIR. SEE DETAIL 5/A4.1
05 1 x 6 LP SMARTSIDE TRIM BOARDS
06 WOOD VENEER COLUMN COVER, STAINED
07 PREFINISHED ALUMINUM WINDOW SYSTEM W/ TINTED, INSULATED GLASS
08 4" HIGH CHAMFERED PRECAST CONCRETE SILL
09 STONE VENEER
10 CONCRETE FOUNDATION WALL AND FOOTING
11 PREFINISHED ALUMINUM STOREFRONT SYSTEM W/ TINTED, INSULATED GLASS
12 4" HIGH, VINYL COATED CHAIN LINK FENCING
13 DIMENSIONAL ASPHALT SHINGLES
14 CONCRETE CURB
15 6" LP SMARTSIDE EXPOSED LAP SIDING

(CONT'D.)

- 16 A/C UNITS
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29 GATE POST IN CONCRETE FILLED SONO-TUBE
30 SECTIONAL OVERHEAD DOOR



PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: September 4, 2024

General Information:

Agenda Item: 7.B.

Applicant:

Lime Cantina business owners
Brad Devorkin and Michele
Tietz.

Property Owners:

Cedarburg Dining LLC in c/o Bill
Conley

Requested Action:

Approval of Temporary Use Permit
to place an enclosed tent over the
outdoor seating area from 10/1/2024
through 4/30/2025.

Current Zoning:

B-3 General Business District w/
Historic Preservation Overlay
(HPD) District

Current Master Plan Classification:

Commercial

Surrounding Zoning/Land Use:

North: B-3 w/ (HPD)

South: B-3 w/ (HPD)

East: B-3

West: B-3 w/ (HPD)

Lot Size:

~ .19 acres (8,276 sq. ft.)

Location:

W62 N550 Washington Avenue

Discussion:

The proposed 30' x 60' x ~19' tall, enclosed, white tent (see photo images of the tent attached) is used to extend the seasonal useability of the outdoor seating area that supports the Lime Cantina restaurant/bar use. It has been approved through Temporary Use Permit multiple times in past years.



The Landmarks Commission is scheduled to review this plan on December 12, 2024. They have favorably recommended approval of this tent in past years.

The Plan Commission recently approved a smaller tent for a shorter duration on a similar site/use as this and granted that approval for a 2-year period provided no issues come up during year one that should be addressed by the Plan Commission prior to the start of year two. Similar consideration could be given in this case, at the Plan Commissions discretion.

Recommendation:

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

- 1) Review and approval of the Landmarks Commission as to the tent style, size, location and duration.
- 2) Review and approval by the City Building Inspector and Fire Inspector prior to placement of the tent to ensure that all safety requirements are met.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: W68 N550 Washington
APPLICANT/BUSINESSNAME: Lime Cantina
APPLICANT/BUSINESS ADDRESS: W62 N550 Washington
STATUS OF APPLICANT: ☐ OWNER ☐ AGENT ☐ BUYER ☐ OTHER _____
PHONE: 414-659-7116 EMAIL: Lime Cantina Gmail.com
PROPERTY OWNER (IF DIFFERENT): Bill Conley
PROPERTY OWNER MAILING ADDRESS: W61 N550 Washington
PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: BCPersmail@yahoo.com

REQUEST FOR (CHECK ALL THAT APPLY):

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

DESCRIBE REQUEST: TENT APPLICATION

This Tent IS behind The Property

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@CITYOFCEDARBURG.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: [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: _____





Brad Devorkin and Michele Tietz
Lime Cantina, Inc.
W62 N550 Washington Avenue
Cedarburg, WI 53012

November 5, 2024

Dear Mr. Devorkin and Miss Tietz,

Ref: W62 N550 Washington Avenue / Ozaukee County Tax Parcel Number 13-107-02-03-001

I appreciate your stopping-in last week Wednesday to let me know you would be putting up a temporary tent that afternoon. You shared with me a copy of a text message you received from City staff stating that as long as it's the same tent, you wouldn't have to go through a review/approval process for a temporary tent anymore rather, you would only have to have the Building Inspector and Fire Department inspect the tent each year. Unfortunately, this is a mis/cross communication among staff, as none of us has the authority to waive off or modify any of the requirements of the Code.

The City Code, Section 13-1-22(f)(2), which addresses temporary tents, states that requests for a tent or other temporary structure that is in place for a period exceeding 14 days are permitted annually only from October 1 through April 30, and only after the request is reviewed and approved by the Plan Commission (and, if the property is located in the Historic Preservation District, by the Landmarks Commission as well). The Code goes on to provide a list of information and conditions that must be provided when submitted when applying for approval. These include, without limitation, the following:

- (a)** The applicant shall submit a scaled site plan showing the location of existing structures, property lines, dedicated rights-of-way, public easements, the proposed tent or other temporary structure, parking areas, and driveway.
- (b)** Tents and other temporary structures shall be located in the rear or side yard as defined in the Zoning Code and shall be completely on private property and shall be at least ten feet setback from the plane of the principal structure that faces the front yard and otherwise in compliance with all applicable setbacks.
- (c)** Ingress and egress to the tent or other temporary structure shall be only through the principal structure and otherwise in accordance with the Americans With Disabilities Act of 1990, any comparable state or local law, and all regulations issued pursuant thereto.
- (d)** Exits shall be clearly marked and in such quantity and in such locations as directed by the fire department.

(e) All tent or other temporary structure fabric shall be flame resistant and located in accordance with the adopted International Building Code Table 602 based on the fire-resistance rating of exterior walls for the proposed type of construction. Markings or certificates of flame resistance shall be provided upon request by the building inspector and/or fire inspector.

(f) The use of fuel-fired equipment for the purpose of heating shall be reviewed and approved by the city building inspector and fire inspector.

(g) Smoking shall not be permitted in tents or other temporary structures. Approved "No Smoking" signs shall be conspicuously posted.

(h) Portable fire extinguishers shall be furnished and maintained in tents and other temporary structures in such quantity and in such locations as directed by the fire department.

(i) Electrical installations in all tents and other temporary structures shall be installed and maintained in accordance with the requirements of the Wisconsin Administrative Code SPS 316 Electrical. Without limiting the foregoing, all electrical installations shall be installed and maintained in a workmanlike manner, shall be properly grounded, with GFCI protection to all outlets with UL approved enclosures, and cables on the ground in areas traversed by the public shall be protected by approved covers.

(j) Tents and other temporary structures shall not be located on or restrict access to dedicated right-of-way, public easements of any kind, fire lanes, fire department connections, or any other life safety elements that are required to be accessible.

At this time, despite the fact that your tent is already up, you are requested to make an after-the-fact application for review and possible approval of your tent by both the Plan Commission and Landmarks Commission. I've attached the forms you should use for this. Please be sure to provide the information listed in items **(a)** through **(j)** above with your applications.

To ensure that this issue is resolved as soon as possible, please make your submittals on or before Friday, November 15th so we can place you on the December 2nd , Plan Commission agenda and the December 12th Landmarks Commission agenda.

Thank you in advance for making this matter a priority. I apologize for any confusion. If you have any questions, please don't hesitate to reach out and I'll be happy to assist you.

Kindly,

Mary Censky, City Planner
City of Cedarburg
W63N645 Washington Avenue
P.O. Box 49
Cedarburg, WI 53012

Electronic Cc: *City Administrator*
City Clerk
Aldermanic District 4
Building Inspector
US Mail: *Property Owner*

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: December 2, 2024

General Information:

Agenda Item: **7.C.**

Property Owner/Applicant:

Burg 63, LLC in c/o Mike and Cindi Purnell

Request:

Approval to raze/remove the existing principal residence and detached accessory garage structures on the property.

Current Zoning:

Rs-6 Single-Family/Two-Family Residential District

Current Master Plan Classification:

Medium Density Residential

Surrounding Zoning/Land Use:

North: Alder Street

South: Rs-6

East: Rs-6

West: Rs-6

Lot Size:

.17acres (7,405 sq. ft.)

Location:

N70 W6222 Bridge Road

Discussion:

The [Columbia Historic District](#) was entered in the National Register of Historic Places in 1992. Within that district, these buildings appear to be classified as ‘Contributing Structures.

[Wis Stats Section 66.0413\(3\)](#) provides that when an application is made for a permit to raze and remove a historic building, the municipality shall notify the state historical society of the application. The Statutes define “Historic building” as any building or object listed on, or any building or object within and contributing to a historic district listed on, the national register of historic places in Wisconsin, the state register of historic places or a list of historic places maintained by a municipality.

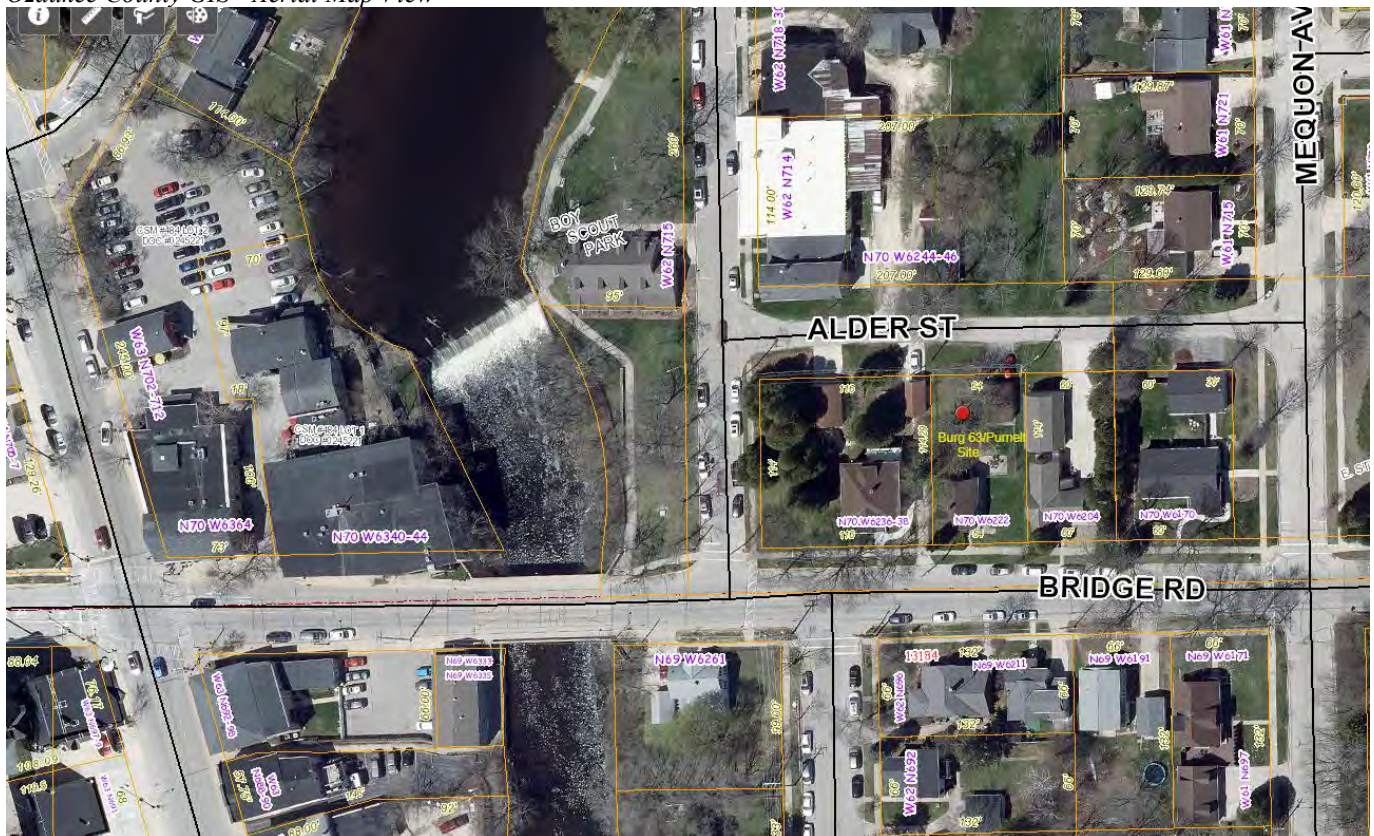
On October 2, 2024 the City submitted notice (Request for Review and Comment) to the Wisconsin State Historic Preservation Office (SHPO) on SHPO forms. On October 30, 2024 email correspondence was received from SHPO confirming they concur with the request to raze these buildings. During their review period, a photo inventory of the exterior of the principal residence structure was requested and provided to SHPO.

Section 15-1-6(f)(1) of the City of Cedarburg Municipal Code provides that, if an application is made for a permit to raze or remove a historic building, the City shall notify the State Historical Society and the Landmarks Commission of the application. It goes on to state that “No historic building may be razed for 60 days after notice is given. During the 60-day period, the State Historical Society and landmark commission shall have access to the historic building to create or preserve a historic record (refer to subsection 13-1-70(o)(1)c.” The applicant submitted their raze application on September 25, 2024.

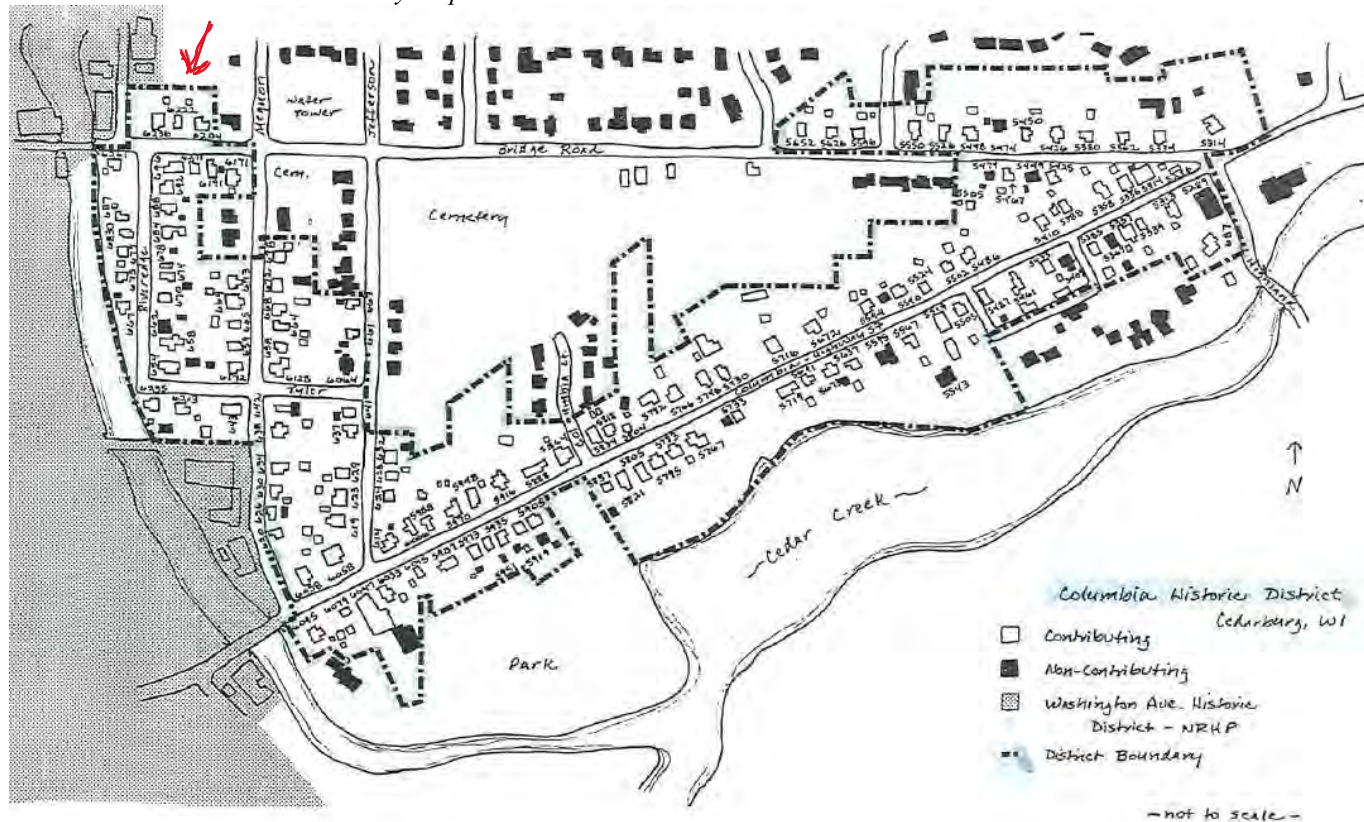
Section 13-1-70(o)(1)c. of the City Code states that “No person in charge of a landmark or development in an HPD district shall be granted a permit to demolish such property without the review and recommendation of the historic preservation commission to the city plan commission”.

On November 14, 2024 the Landmarks Commission did consider and recommend against the raze/removal of these structures.

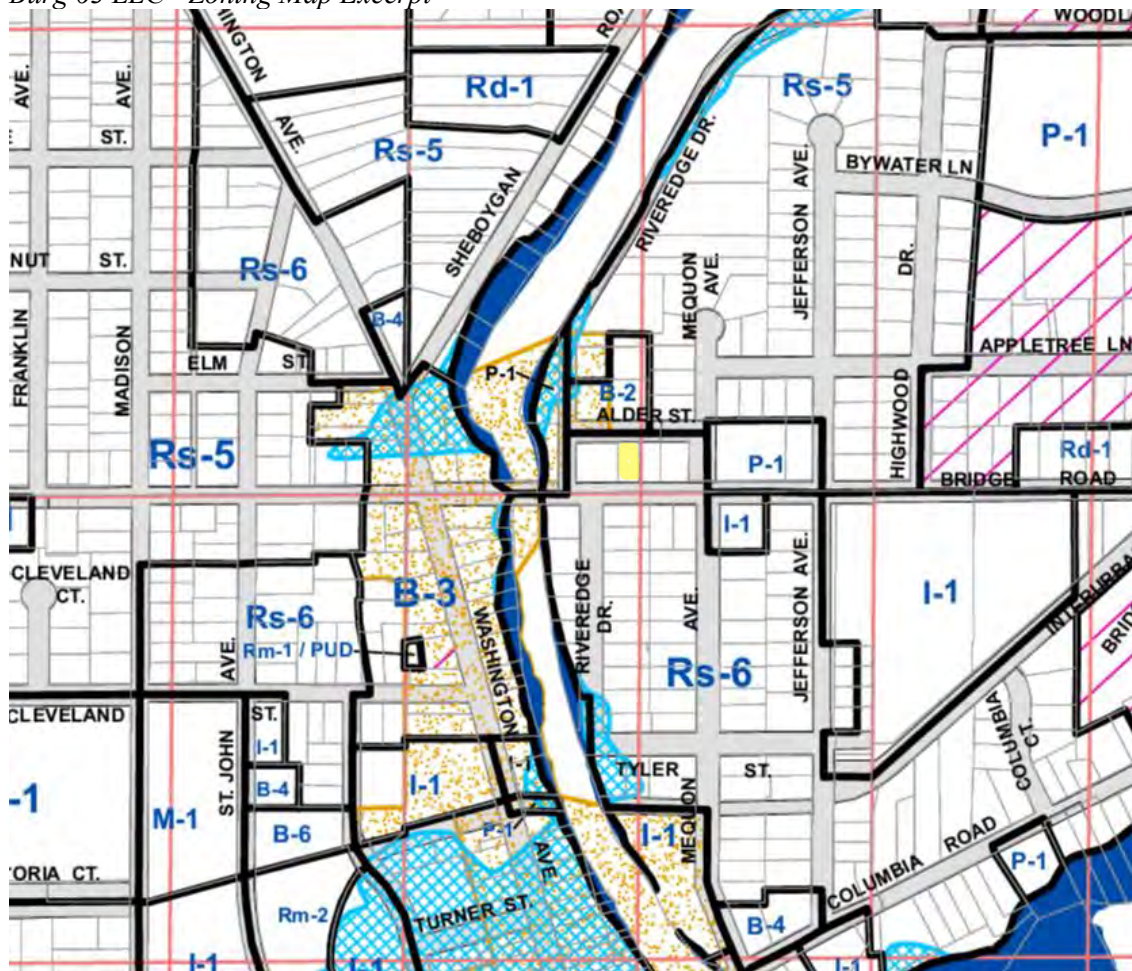
Ozaukee County GIS - Aerial Map View



Columbia Historic District Boundary Map



These structures are represented to be in poor condition. This property is not located in a historic preservation overlay zoning district, so the City does not have the same tools to compel protection, preservation, or rehabilitation of these structures like we do within the HPD Historic Preservation Overlay Zoning District.



ZONING DISTRICT

A-1	AGRICULTURAL DISTRICT
B-1	NEIGHBORHOOD BUSINESS DISTRICT
B-2	COMMUNITY BUSINESS DISTRICT
B-3	CENTRAL BUSINESS DISTRICT
B-4	OFFICE AND SERVICE DISTRICT
B-5	BUSINESS PARK DISTRICT
B-6	GENERAL BUSINESS AND WAREHOUSING DISTRICT
C-1	SHORELAND WETLAND/CONSERVANCY DISTRICT
C-2	NON-SHORELAND CONSERVANCY DISTRICT
C-3	SHORELAND CONSERVANCY DISTRICT
C-4	UPLAND CONSERVANCY OVERLAY DISTRICT
CEG	COMMUNITY EXHIBITION GROUNDS DISTRICT
PW	PARKWAY DISTRICT
I-1	INSTITUTIONAL AND PUBLIC SERVICE DISTRICT
M-1	LIMITED MANUFACTURING DISTRICT-MIN 20 K.S.F. AREA
M-2	GENERAL MANUFACTURING DISTRICT-MIN 40 K.S.F. AREA
M-3	BUSINESS PARK DISTRICT-MIN 40 K.S.F. AREA
MUD	MIXED USE INFILL DISTRICT
OSLM	OFFICE, SERVICE, LIMITED MFG DISTRICT-MIN 20 K.S.F. AREA

P-1	PARK AND RECREATION DISTRICT
PUD	PUBLIC LIBRARY DISTRICT
Rd-1	TWO FAMILY RES-MIN 12 K.S.F. AREA
Rm-1	MUTIPLE FAMILY RESIDENTIAL DISTRICT
Rm-2	MUTIPLE FAMILY RESIDENTIAL DISTRICT
Rn-1	SINGLE FAMILY RES-MIN 20 K.S.F. AREA
Rn-2	SINGLE FAMILY RES-MIN 15 K.S.F. AREA
Rn-3	SINGLE FAMILY RES-MIN 12 K.S.F. AREA
Rn-4	SINGLE FAMILY RES-MIN 10 K.S.F. AREA
Rn-5	SINGLE FAMILY RES-MIN 8.4 K.S.F. AREA
Rn-6	SINGLE FAMILY/TWO FAMILY RES-MIN 4.2-8.4 K.S.F. AREA
Rn-7	SINGLE FAMILY RES-MIN 20 K.S.F. AREA
Rn-8	LOW DENSITY SINGLE FAMILY RES-MIN 40 K.S.F. AREA

ZONING OVERLAYS

	FFO FLOODPLAIN FRINGE OVERLAY DISTRICT
	HPD HISTORIC PRESERVATION OVERLAY DISTRICT
	PUD PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

Recommendation:

If the Plan Commission favors the raze/removal of these structures, the Planner recommends the following conditions be attached:

- 1) Applicant to secure a razing permit from the City Building Inspector prior to demolition.



RECEIVED

OCT 10 2024

CITY OF CEDARBURG

LANDMARKS COMMISSION APPLICATION

PROPERTY LOCATION/ADDRESS: 170 W 6222 BRIDGE ROAD

NAME OF EXISTING/PROPOSED BUSINESS (IF APPLICABLE): _____

APPLICANT INFORMATION

APPLICANT NAME THE BUCK 653 LLC BUSINESS NAME: Michael / Cindi RoneyAPPLICANT/BUSINESS ADDRESS: 60349 S 3090 WATZVILLE ROADSTATUS OF APPLICANT: ☒ OWNER ☐ AGENT ☐ BUYER ☐ TENANT ☐ OTHER _____PHONE: 262-719-6460 EMAIL: MIKE@BUCKFREE

PROPERTY OWNER INFORMATION

PROPERTY OWNER NAME (IF DIFFERENT): _____

PROPERTY OWNER MAILING ADDRESS: _____

PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: _____

DESCRIBE REQUEST: _____

TO CONTINUE DISCUSSION ON APPROVAL TO RAZE
THE HOUSE / GARAGE AT ABOVE PROPERTY LOCATIONPLEASE SUBMIT: TEN (10) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST * PLUS ELECTRONIC COPY
TEN (10) COPIES OF DRAWINGS, SKETCHES, PICTURES OR SURVEY MAPS (11" x 17" MAX)

*PLUS ELECTRONIC COPY

MATERIAL AND COLOR SAMPLES (WILL BE RETAINED BY THE CITY)

SUBMITTAL DEADLINE: Plans must be received no later than 16 days prior to Landmarks Commission meeting.*ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOFCEDARBURG.WI.GOV OR PROVIDE A THUMB DRIVE

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).

APPLICANT SIGNATURE: Michael / Cindi Roney DATE: 10/10/24

PROPERTY OWNER(S) SIGNATURE: _____ DATE: _____

FOR CITY STAFF USE ONLY

LANDMARKS COMMISSION MEETING DATE: November 7 2024PLAN COMMISSION REVIEW NEEDED? ☐ YES ☐ NO

ATTACHMENTS (CHECK IF RECEIVED):

☐ TEN WRITTEN DESCRIPTIONS☐ TEN DRAWINGS, SKETCHES OR MAPS☐ MATERIAL/COLOR SAMPLES (IF APPLICABLE)PROPERTY TAX KEY NO: 13-080-18-02-001

From: [City of Cedarburg - Mary Censky](#)
To: [Eginton, Alexander - WHS](#)
Subject: RE: 24-2170/OZ - Raze Request- N70 W6222 Bridge Rd
Date: Wednesday, October 30, 2024 2:28:00 PM
Attachments: [image001.png](#)

Thank you, **Alexander**.

Can you just confirm for me that this means SHPO has no objection to the buildings being raised and the property owner may proceed to demolition provided they receive the required local approvals and permits?

Kindly,

Mary

Mary Censky, City Planner
Cedarburg, WI 53012-0049
mcensky@cityofcedarburg.wi.gov
262-375-7614



From: Eginton, Alexander - WHS <alexander.eginton@wisconsinhistory.org>
Sent: Wednesday, October 30, 2024 2:11 PM
To: City of Cedarburg - Mary Censky <mcensky@cityofcedarburg.wi.gov>
Subject: Fw: 24-2170/OZ - Raze Request- N70 W6222 Bridge Rd

From: alexander.eginton@wisconsinhistory.org <alexander.eginton@wisconsinhistory.org>
Sent: Wednesday, October 30, 2024 1:39 PM
To: mcensky@cityofcedarburgwi.gov <mcensky@cityofcedarburgwi.gov>
Subject: 24-2170/OZ - Raze Request- N70 W6222 Bridge Rd

Dear Mary Censky,

We are in acceptance of your Raze Request for residence and garage located at N70 W6222 Bridge Rd., Cedarburg, WI. We accept this Raze Request, and the included photographs. As

such, it is the opinion of the WI SHPO the proposed Local Unit of Government may proceed as planned.

If your plans change or cultural materials/human remains are found during the project, please halt all work and contact our office.

Please use this email as your official SHPO concurrence for the project. If you require a hard copy signed form, please contact me and I will provide you a signed copy as soon as possible.

Alex Eginton
State Historic Preservation Office

Wisconsin Historical Society
816 State Street, Madison, WI 53706

alexander.eginton@wisconsinhistory.org

Wisconsin Historical Society
[Collecting, Preserving, and Sharing Stories Since 1846](#)

From: [Eginton, Alexander - WHS](#)
To: [City of Cedarburg - Mary Censky](#)
Subject: Re: 24-2170/OZ - Raze Request- N70 W6222 Bridge Rd
Date: Wednesday, October 30, 2024 2:57:08 PM
Attachments: [image001.png](#)

Hi Mary

It means our review of this submission is complete. For a proposed demolition of a privately owned historic property by the owner, under Wisconsin statute 66.0413, the municipality is obligated to notify the State Historic Preservation Office (SHPO). We often request photos of the property from the municipality for documentation since we do not generally have the staff to do it ourselves in a timely manner. The owner will still be subject to any applicable local ordinance.

Hope this answers your question.

Thank you.

Alex

From: City of Cedarburg - Mary Censky <mcensky@cityofcedarburg.wi.gov>
Sent: Wednesday, October 30, 2024 2:28 PM
To: Eginton, Alexander - WHS <alexander.eginton@wisconsinhistory.org>
Subject: RE: 24-2170/OZ - Raze Request- N70 W6222 Bridge Rd

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Thank you, **Alexander**.

Can you just confirm for me that this means SHPO has no objection to the buildings being raised and the property owner may proceed to demolition provided they receive the required local approvals and permits?

Kindly,

Mary

Mary Censky, City Planner
Cedarburg, WI 53012-0049
mcensky@cityofcedarburg.wi.gov

262-375-7614



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Alex Eginton
State Historic Preservation Office

Wisconsin Historical Society
816 State Street, Madison, WI 53706

alexander.eginton@wisconsinhistory.org

LANDMARKS COMMISSION
November 14, 2024

LAN20241114-1
UNAPPROVED

A regular meeting of the Landmarks Commission, City of Cedarburg, Wisconsin, was held Thursday, November 14, 2024 at Cedarburg City Hall, W63 N645 Washington Avenue, lower level, Room 1.

The meeting was called to order by Chairperson Tom Kubala at 8:30 a.m.

Roll Call: Present – Chairperson Tom Kubala, Vice Chairperson James Pape, Elizabeth Krimmel, Doug Yip, Tomi Fay Forbes, Council Member Kristin Burkart

Also Present - City Planner Mary Censky, Building Inspector Jeff Thoma, *News Graphic* reporter Christina Luick, Eric Hofhine

STATEMENT OF PUBLIC NOTICE

Chairperson Kubala acknowledged that the agenda for this meeting was posted and distributed in compliance with the Wisconsin Open Meetings Law.

APPROVAL OF MINUTES

Motion was made by Council Member Burkart and seconded by Commissioner Krimmel to approve the minutes of the October 10, 2024 meeting. Motion carried without a negative vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS - none

REGULAR BUSINESS

*****APPLICANT/PROPERTY OWNERS MIKE AND CINDI PURNELL, D/B/A BURG 63, LLC, REQUEST LANDMARKS COMMISSION APPROVAL TO RAZE/REMOVE THE EXISTING PRINCIPAL RESIDENCE AND DETACHED ACCESSORY GARAGE STRUCTURES ON THE PROPERTY LOCATES AT N70 W6222 BRIDGE ROAD. THIS PROPERTY IS ZONED RS-6 SINGLE-FAMILY RESIDENTIAL DISTRICT. THIS PROPERTY IS LOCATED IN THE COLUMBIA HISTORIC DISTRICT AND THE STRUCTURES APPEAR TO BE CLASSIFIED AS “CONTRIBUTING”**

Mike & Cindi Purnell, Marcia & Mighty Moden represented this project.

Planner Censky stated that she sent a request to the state to consider this project. They asked for additional photos, which she sent. The State of Wisconsin Historical Society responded that they have no objection to the demolition of the buildings. The local government has 60 days, according to local code, between the application to demolish and the work itself so the building can be viewed and documented.

Commissioner Pape stated that the Landmarks Commission considers this to be a historic building in a historic district, so the request to raze should be denied. Council Member Burkart stated that the Purnell's purchased the property, and the adjoining property, with the understanding that they could raze the structures in question, so the city needs to accommodate that situation. Commissioner Yip asked, "What can be done to prevent this situation in the future?" Planner Censky stated that there is now a one-stop tab on the city's website that includes codes, regulations and boundary maps for the historic district, making that information available to all. Commissioners Krimmel and Kubala suggested other buildings in the city where an older one-story building was expanded to the back, retaining the street-side feel of the original building.

Chairperson Kubala stated that we can forward our conclusion to the Plan Commission without a recommendation. The Plan Commission has the final word. Planner Censky stated that we can recommend against razing the buildings.

Commissioner Yip made a motion that we recommend to the Plan Commission that these buildings not be razed. Commissioner Pape seconded the motion. The motion carried with one negative vote from Council Member Burkart. The Plan Commission next meets on December 2, 2024.

APPLICANT BLIND HORSE TASTING ROOM, IN C/O ARCHITECT JASON AHRENS OF DISTINCTIVE DESIGN STUDIO, REQUESTS ARCHITECTURAL PLAN AMENDMENT APPROVAL TO PLACE A FOOD TRAILER ON THE SITE, ADD AN OUTDOOR WALK-IN FREEZER/REFRIGERATOR, AND REPLACE THE EXISTING CEDAR SHAKE ROOFING MATERIAL ON THE PRINCIPLE STRUCTURE LOCATED AT W63 N6774 WASHINGTON AVENUE. PROPERTY OWNER IS ORMSBY ACQUISITIONS LLC.

Blind Horse is represented by Jason Ahrens, Bob Moeller and Steve Peskie.

Food trailer:

The Art Museum has food trucks that come for short periods of time. Art of Joy has a small camper that was put in place to begin serving food before the building was ready for business. The camper was taken out of commission when the building opened, directed to be moved further back on the property, and now serves as an iconic representation of the business. It is classified as an accessory structure. We can approve a temporary use permit that is renewable, however because the trailer will be hooked up to utilities it is not a temporary building. The concept of the horse trailer supports the horse theme of the restaurant's name.

The proposed trailer is an adapted horse trailer, 159 square feet, intended for food service on the patio during the summer, 5 months a year. It is not for take-out food. The food offered both inside the building and from the trailer would be served by wait staff. The interior of the building can accommodate 58 seated, the patio 75 seated. The plan is for drinks to be served from the patio bar, and food served from the trailer.

Discussion centered on minimizing the sight of the bulk of the trailer from the street. Ideas under discussion included raising the level of the stone wall at the street-side of the property another foot, from 6' high to 7' high, moving the trailer onto the northern property line, and putting up a fence

LANDMARKS COMMISSION
November 14, 2024

LAN20241114-3
UNAPPROVED

across the space between the two walls that face the street. Also discussed was whether the outdoor eating area of the property would be accessible from the street or just through the building. However, the business has open access from the Creek Walk. Council Member Burkart was concerned about setting a precedent for installing additional trailers on properties along Washington Avenue, and the look of the trailer from the street. She stated she also doesn't care for the appearance of the tents now downtown.

It was agreed that moving the trailer 3' north so it sits along the lot line would diminish the hulk of it from the street, however, it is doubtful the Plan Commission will agree to that, due to setting a precedent. Fences can be located on a lot line but not a building. Commissioner Pape would like to see the sight of it blocked from the street as much as possible, thus proposed a gate between the two stone walls, openable for trash trucks and deliveries.

Commissioner Forbes made a motion to approve the trailer, with the stipulation that the stone wall on the west side of the property be raised to 7', and the trailer be moved north so it is along the lot line. If the Plan Commission denies moving the trailer to the lot line, Landmarks Commission members would like a fence erected between the stone walls. The fence would be of the architect's choosing and subject to staff review. Commissioner Yip seconded the motion. Motion carried without a negative vote.

Cooler:

The proposed freezer or refrigerator unit addition to the Patio Bar would be located 3' off of the lot line and clad to match the siding of the Patio Bar. It will have a flat, membrane roof.

Commissioner Krimmel made a motion to approve the walk-in refrigerator/freezer unit as proposed with the addition of trim around the top of the three walls to diminish the view of the white membrane roof. Commissioner Yip seconded the motion. Motion carried without a negative vote.

Roof:

The wood shingle roof needs to be replaced. The proposed material is Brava synthetic shingles. Mr. Moeller stated that to re-shingle the roof in wood will cost \$100,000, then must be sealed a year later. The synthetic will cost about \$10,000 less and is mold and insect repellent.

Chairperson Kubala noted that the shingles are shinier than wood and hopes for them to dull over time. With the demise of wood shingles, we are left with electing to approve synthetic shingles, asphalt shingles, or metal roofs. With reluctance, commissioners agreed to the synthetic shingles.

Commissioner Krimmel made a motion to approve the roof as proposed, Brava synthetic shingles in the aged cedar color. Council Member Burkart seconded the motion. Motion carried without a negative vote.

REVIEW AND DISCUSSION REGARDING THE CONDITION OF THE WINDMILL IN THE CITY-OWNED IMMANUEL CEMETERY LOCATED AT N21 W55400 HAMILTON ROAD.

The city owns the property. Chairperson Kubala did state that we ask private property owners to take responsibility for maintenance on their property, yet the city does not maintain this structure.



PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date: December 2, 2024

General Information:

Agenda Item: 7.D.

Applicant/Property Owner:

Stone Lake Development, Inc., in c/o
Craig Caliendo

Requested Action:

Recommendation to the Common
Council for approval of Certified
Survey Map

Current Zoning:

Rd-1 (PUD) Two-Family District
with the Planned Unit Development
Overlay District

Current Master Plan Classification:

High-Medium Density Residential

Surrounding Zoning/Land Use:

North: M-3 Business Park District

South: Single-Family Residential

East: Part Town of Cedarburg/part
A-1 Agricultural District/Temporary
Zoning

West: Part Single-Family Residential
and part open space

Lot Size:

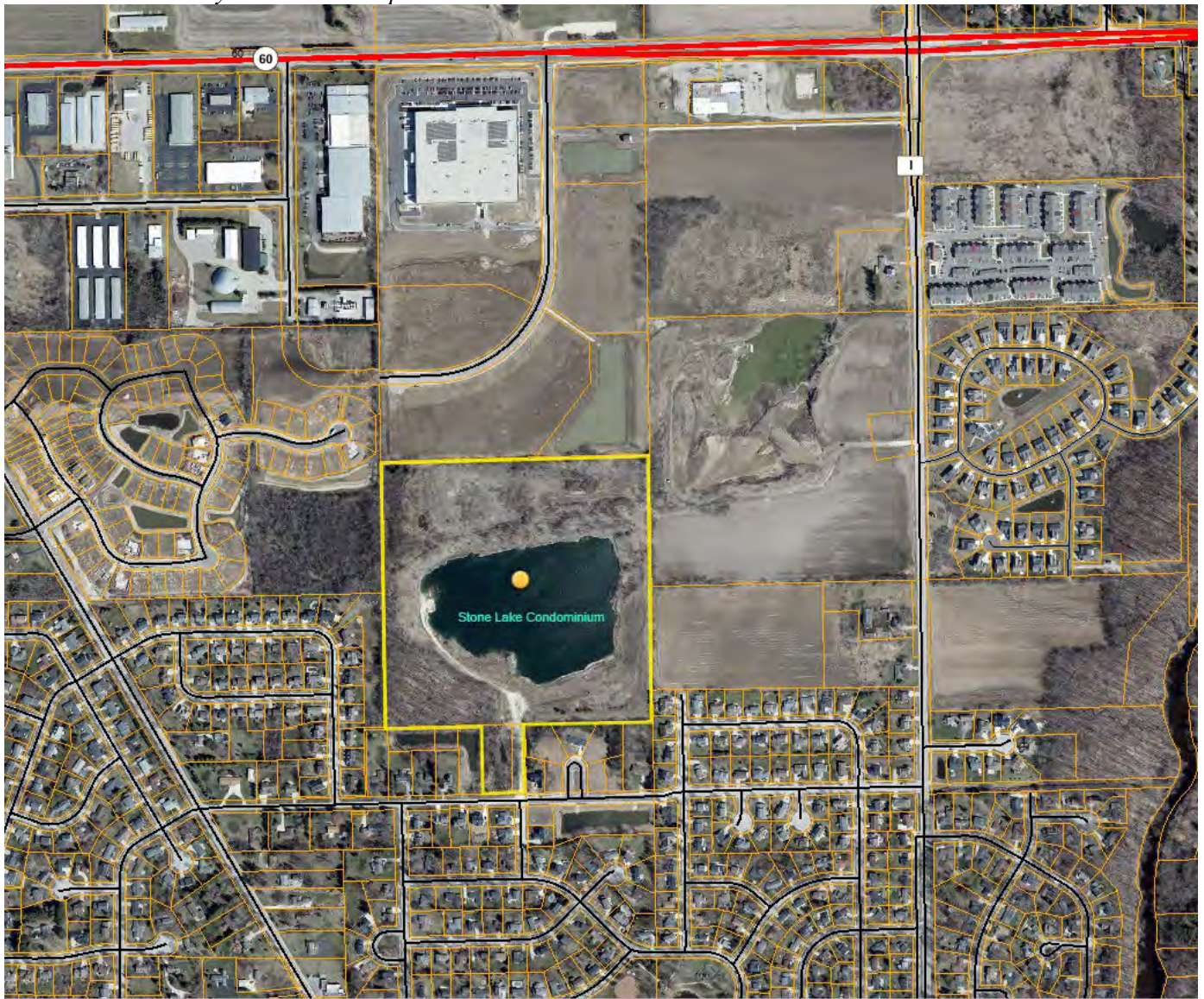
~ 41.36 acres

Location:

6660 Susan Lane

Discussion:

The applicant presents a certified survey map that is consistent with expectations based upon the preliminary condominium plat approved back in 2022. This CSM combines the two existing lots, then subdivides the whole (i.e., 41.36-acre) Stone Lake Condominium site into three parcels, and dedicates the portion of interior road that will be public. Lots 1 and 2 depict the areas that will be developed in the initial phase of the Stone Lake Condominium. Lot 3 depicts the area that will be developed subsequently (referred to as the expansion lands in the Declaration of Condominium).



Recommendation:

The Planner recommends the following conditions be considered for attachment to any recommendation for approval the Planning Commission may be inclined to make in this matter:

- 1) Final review and approval by the City Engineer as to any sewer, water, drainage, access, or utility easements as may be required, prior to recording the CSM.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: 6666 Susan Lane, City of Cedarburg

APPLICANT/BUSINESSNAME: Stone Lake Development, Inc.

APPLICANT/BUSINESS ADDRESS: 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122

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

PHONE: 414-333-2059 EMAIL: ccaliendo@kingswayhomes.com

PROPERTY OWNER (IF DIFFERENT): _____

PROPERTY OWNER MAILING ADDRESS: same as Applicant

PROPERTY OWNER PHONE: same as Applicant PROPERTY OWNER EMAIL: same as Applicant

REQUEST FOR (CHECK ALL THAT APPLY):

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

DESCRIBE REQUEST: Approval of CSM and Condominium Plat

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@CITYOFCEDARBURG.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: 10/29/2024

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ 325 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 10/30/2024

APPLICATION AND FEE RECEIVED BY: Theresa Hanaman PLAN COMMISSION MEETING DATE: 12/02/2024

ATTACHMENTS (CHECK IF RECEIVED):

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

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: 13-022-03-001.00

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

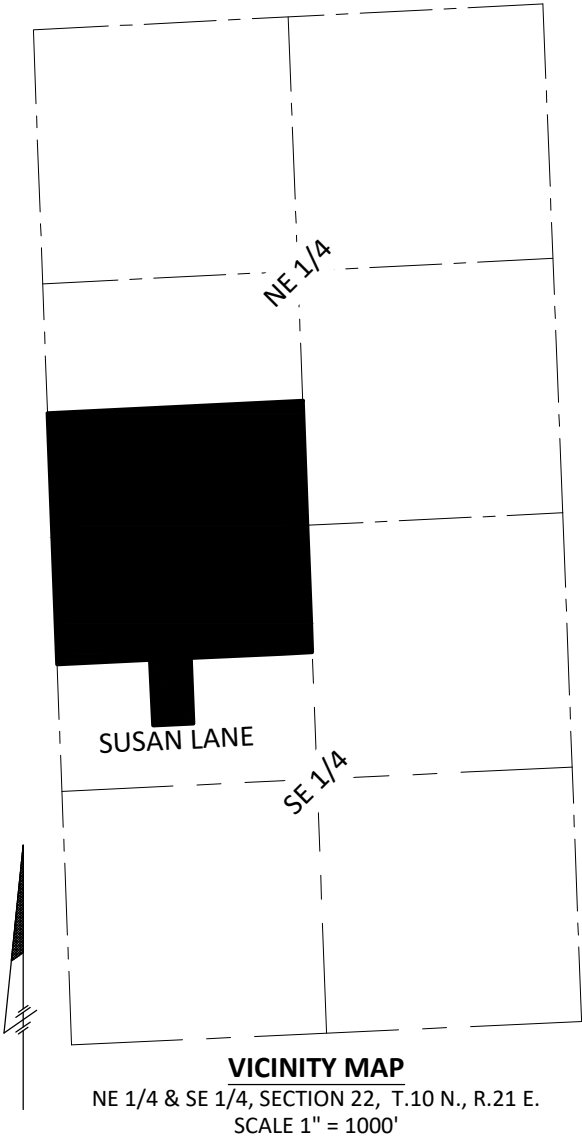
PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST,
IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

OWNER:
STONE LAKE DEVELOPMENT, INC.
700 PILGRIM PARKWAY STE 100
ELM GROVE, WI 53122

SURVEYOR:
ANTHONY J. GROMACKI, PLS
M SQUARED ENGINEERING, LLC
N19W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE 262-376-4246



SHEET INDEX

SHEET 1	VICINITY MAP & NOTES
SHEET 2	EXTERIOR BOUNDARY
SHEET 3	RIGHT-OF-WAY MAPPING DETAILS
SHEET 4	SURVEYOR'S CERTIFICATE
SHEET 5	OWNER'S CERTIFICATE
SHEET 6	APPROVALS

COORDINATE SYSTEM - BASIS OF BEARINGS

WISCONSIN SPC SOUTH ZONE - NAD83 (2011) EPOCH 2010.00
US SURVEY FEET- GRID BEARINGS - GROUND DISTANCES
THE EAST LINE OF THE NE1/4 OF SECTION 22-10-21
IS MEASURED AS N.2°13'40"W., 2651.69'

SURVEY NOTES

1. THE PURPOSE OF THIS CSM IS TO DEDICATE THE RIGHT-OF-WAY OF THE PUBLIC PORTION OF STONE LAKE CIRCLE , AND TO CREATE LOTS FOR THE STONE LAKE CONDOMINIUM ORIGINAL DECLARED LANDS AND EXPANSION LANDS.
2. A PORTION OF THIS PROPERTY WAS ANNEXED TO THE CITY OF CEDARBURG BY ORDINANCE NO. 2022-13, RECORDED AS DOCUMENT NO. 1137443
3. THE 10-FOOT STRIPS ALONG THE NORTH AND WEST BOUNDARIES, AND AT THE SOUTHEAST CORNER REMAIN IN THE TOWN OF CEDARBURG.



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

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OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST,
IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

RIGHT-OF-WAY DETAILS

CURVE TABLE

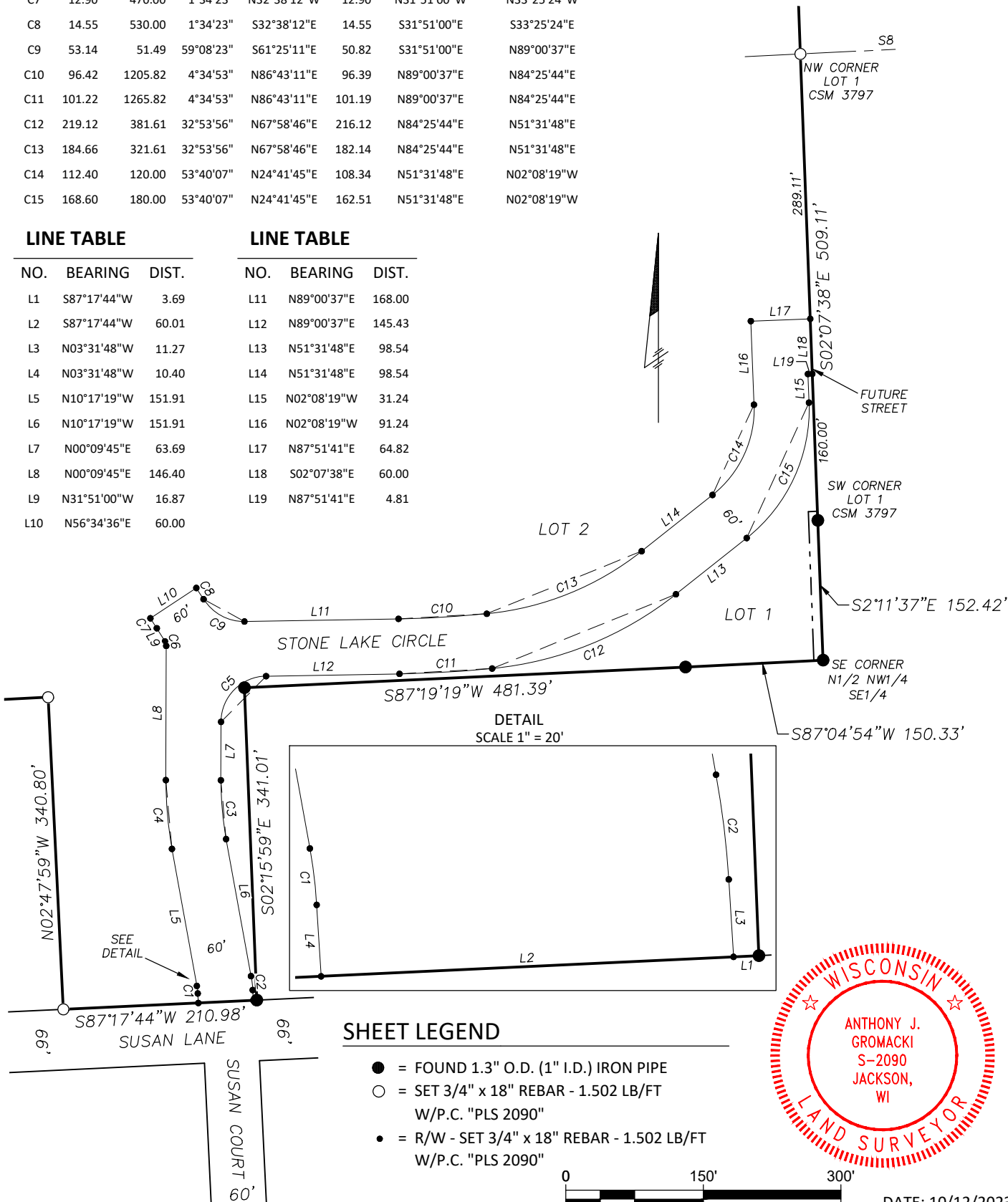
NO.	ARC	RADIUS	DELTA	CHORD	DIST.	TANGENT IN	TANGENT OUT
C1	8.26	70.00	6°45'31"	N06°54'34"W	8.25	N03°31'48"W	N10°17'19"W
C2	15.33	130.00	6°45'31"	N06°54'34"W	15.33	N03°31'48"W	N10°17'19"W
C3	64.46	353.37	10°27'04"	N05°03'47"W	64.37	N00°09'45"E	N10°17'19"W
C4	75.40	413.37	10°27'04"	N05°03'47"W	75.30	N00°09'45"E	N10°17'19"W
C5	77.53	50.00	88°50'52"	N44°35'11"E	70.00	N89°00'37"E	N00°09'45"E
C6	5.15	9.21	32°00'45"	N15°50'38"W	5.08	N00°09'45"E	N31°51'00"W
C7	12.90	470.00	1°34'23"	N32°38'12"W	12.90	N31°51'00"W	N33°25'24"W
C8	14.55	530.00	1°34'23"	S32°38'12"E	14.55	S31°51'00"E	S33°25'24"E
C9	53.14	51.49	59°08'23"	S61°25'11"E	50.82	S31°51'00"E	N89°00'37"E
C10	96.42	1205.82	4°34'53"	N86°43'11"E	96.39	N89°00'37"E	N84°25'44"E
C11	101.22	1265.82	4°34'53"	N86°43'11"E	101.19	N89°00'37"E	N84°25'44"E
C12	219.12	381.61	32°53'56"	N67°58'46"E	216.12	N84°25'44"E	N51°31'48"E
C13	184.66	321.61	32°53'56"	N67°58'46"E	182.14	N84°25'44"E	N51°31'48"E
C14	112.40	120.00	53°40'07"	N24°41'45"E	108.34	N51°31'48"E	N02°08'19"W
C15	168.60	180.00	53°40'07"	N24°41'45"E	162.51	N51°31'48"E	N02°08'19"W

LINE TABLE

NO.	BEARING	DIST.
L1	S87°17'44"W	3.69
L2	S87°17'44"W	60.01
L3	N03°31'48"W	11.27
L4	N03°31'48"W	10.40
L5	N10°17'19"W	151.91
L6	N10°17'19"W	151.91
L7	N00°09'45"E	63.69
L8	N00°09'45"E	146.40
L9	N31°51'00"W	16.87
L10	N56°34'36"E	60.00

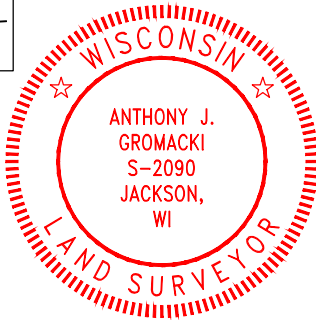
LINE TABLE

NO.	BEARING	DIST.
L11	N89°00'37"E	168.00
L12	N89°00'37"E	145.43
L13	N51°31'48"E	98.54
L14	N51°31'48"E	98.54
L15	N02°08'19"W	31.24
L16	N02°08'19"W	91.24
L17	N87°51'41"E	64.82
L18	S02°07'38"E	60.00
L19	N87°51'41"E	4.81



SHEET LEGEND

- = FOUND 1.3" O.D. (1" I.D.) IRON PIPE
- = SET 3/4" x 18" REBAR - 1.502 LB/FT
W/P.C. "PLS 2090"
- = R/W - SET 3/4" x 18" REBAR - 1.502 LB/FT
W/P.C. "PLS 2090"



PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST,
IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, ANTHONY J. GROMACKI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER OF SECTION 22 AND 23, T. 10 N., R. 21 E.; THENCE S.87°12'56"W., 1330.23 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 TO THE **POINT OF BEGINNING**, BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S.2°07'38"E., 509.11 FEET TO A POINT; THENCE S.2°11'37"E., 152.42 FEET TO A POINT; THENCE S.87°04'54"W., 150.33 FEET TO A POINT; THENCE S.87°19'19"W., 481.39 FEET TO A POINT; THENCE S.2°15'59"E., 341.01 FEET TO A POINT; THENCE S.87°17'44"W., 210.98 FEET TO A POINT; THENCE N.2°47'59"W., 340.80 FEET TO A POINT; THENCE S.87°14'27"W., 483.76 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 22 ; THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 N.2°11'35"W., 660.67 FEET TO THE C 1/4 CORNER OF SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 N.2°06'48"W., 648.20 FEET TO THE SOUTHWEST CORNER OF LOT 3, CERTIFIED SURVEY MAP NO. 4117; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N.87°12'50"E., 1329.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S.2°10'57"E., 648.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS ±1,813,613 SQUARE FEET OR ±41.635 ACRES.

THAT I HAVE MADE THIS SURVEY AND MAP AT THE DIRECTION OF STONE LAKE DEVELOPMENT, INC. , OWNER OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED, THE LAND DIVISION THEREOF MADE, AND THE PUBLIC ROAD RIGHT-OF-WAY DEDICATION.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE CITY OF CEDARBURG LAND DIVISION ORDINANCE IN SURVEYING, DIVIDING, MAPPING, AND DEDICATING THE SAID LAND.

DATED THIS 11TH DAY OF OCTOBER, 2023.

PRELIMINARY

ANTHONY J. GROMACKI
PROFESSIONAL LAND SURVEYOR S-2090



PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

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OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST,
IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

STONE LAKE DEVELOPMENT, INC , A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY THE VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND SHOWN AND DESCRIBED HEREIN TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

STONE LAKE DEVELOPMENT, INC DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY §236.10 OR §236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG.

IN WITNESS WHEREOF, THE SAID STONE LAKE DEVELOPMENT, INC HAS CAUSED THESE PRESENTS TO BE SIGNED BY
CRAIG CALIENDO, ITS X AT ELM GROVE , WISCONSIN,
ON THIS _____ DAY OF _____ , 2023.

PRELIMINARY

CRAIG CALIENDO, X

STATE OF WISCONSIN)
) SS.
_____COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ , 2023, THE ABOVE NAMED
CRAIG CALIENDO, TO ME KNOWN TO BE THE X OF STONE LAKE DEVELOPMENT, INC, AND ACKNOWLEDGED THAT HE
EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER, AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES _____



PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST,
IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

CITY OF CEDARBURG PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF CEDARBURG PLAN COMMISSION
ON THIS _____ DAY OF _____, 2023.

PRELIMINARY

MICHAEL J. O'KEEFE, CHAIRMAN
TRACIE SETTE, CITY CLERK

CITY OF CEDARBURG COMMON COUNCIL APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF CEDARBURG COMMON COUNCIL
ON THIS _____ DAY OF _____, 2023.

MICHAEL J. O'KEEFE, MAYOR
TRACIE SETTE, CITY CLERK

TOWN OF CEDARBURG PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE TOWN OF CEDARBURG ON THIS
_____ DAY OF _____, 2023.

X, CHAIRMAN
DATE

x, x
DATE

TOWN OF CEDARBURG BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN BOARD OF THE TOWN OF CEDARBURG ON THIS
_____ DAY OF _____, 2023.

X, CHAIRMAN
DATE

X, X
DATE



PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date: December 2, 2024

General Information:

Agenda Item: 7.E.

Applicant/Property Owner:

Stone Lake Development, Inc., in c/o
Craig Caliendo

Requested Action:

Recommendation to the Common
Council for approval of Final
Condominium Plat and Declaration
of Condominium

Current Zoning:

Rd-1 (PUD) Two-Family District
with the Planned Unit Development
Overlay District

Current Master Plan Classification:

High-Medium Density Residential

Surrounding Zoning/Land Use:

North: M-3 Business Park District
South: Single-Family Residential
East: Part Town of Cedarburg/part
A-1 Agricultural District/Temporary
Zoning
West: Part Single-Family Residential
and part open space

Lot Size:

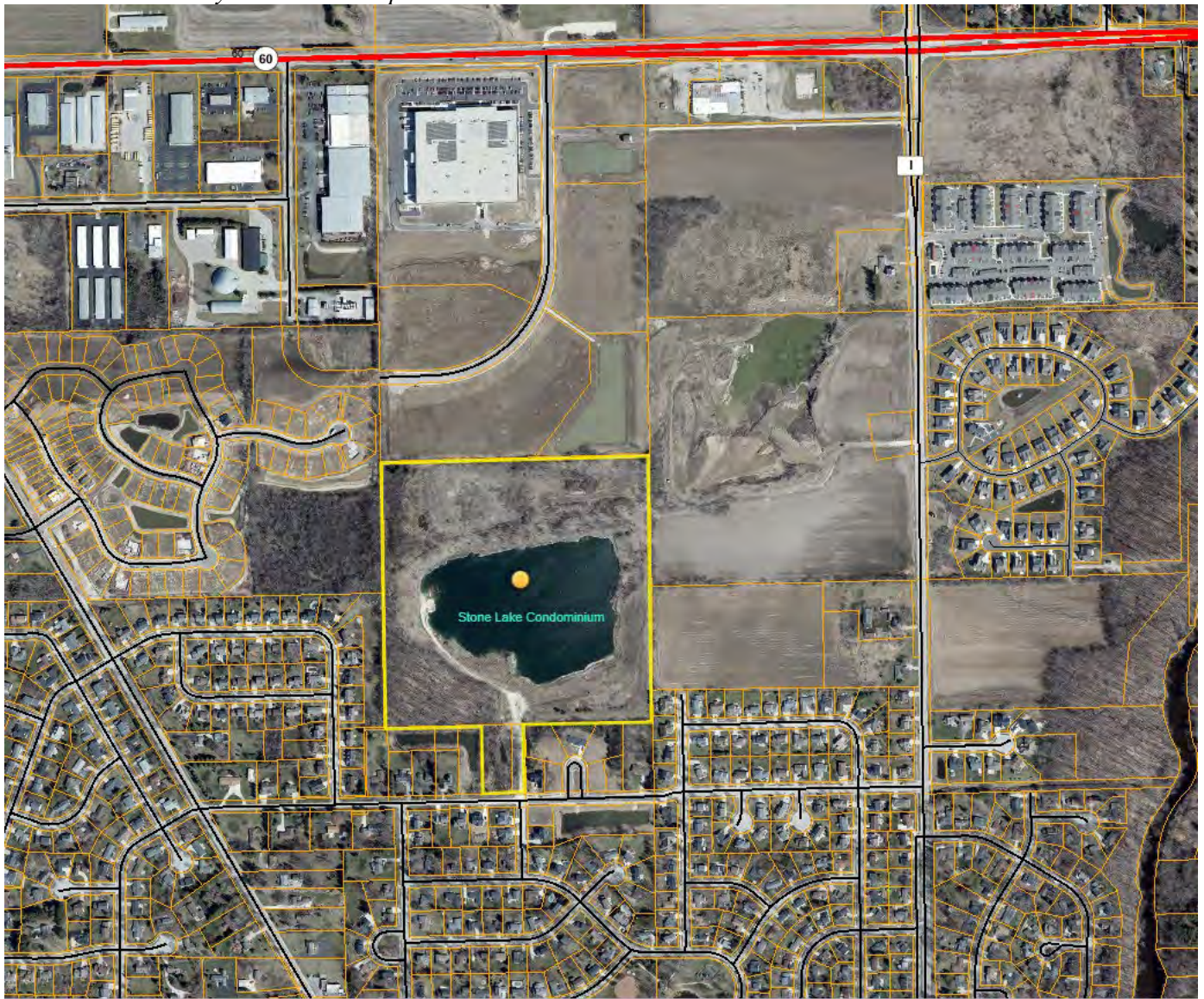
~ 41.36 acres

Location:

6660 Susan Lane

Discussion:

The applicant presents a final condominium plat that is consistent with expectations based upon the preliminary condominium plat approved back in 2022. This plat and related details are contained within the Declaration of Condominium for Stone Lake Condominium. The initial phase of this development will contain units 1-32 in 16 buildings. In time, when the developer is ready to bring additional units/buildings online, this declaration will be amended to cover the expansion lands.



Recommendation:

The Planner recommends the following conditions be considered for attachment to any recommendation for approval the Planning Commission may be inclined to make in this matter:

- 1) Final review and approval by the City Engineer as to any sewer, water, drainage, access, or utility easements as may be required, prior to recording the Condominium Plat.

PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

DECLARANT: STONE LAKE DEVELOPMENT, INC.

NOTES:

- COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.
- REFER TO SECTION X OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
- THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAT ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER SIMILAR FEATURES OF THE EXPANSION LANDS, INCLUDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, GENERAL COMMON ELEMENTS, AND THE UNITS.
- THE 60' WIDE PUBLIC ROAD RIGHT-OF-WAY OF STONE LAKE CIRCLE AND FUTURE ROADWAY STUB WAS DEDICATED BY CSM NO. XXXX, WHICH WAS RECORDED AS DOCUMENT NO. XXXXXX. SEE SHEET 2.

CONDOMINIUM LANDS:

LOTS ONE (1), AND TWO (2) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCELS CONTAIN 1,258,601 SQUARE FEET OR 28.4862 ACRES.

EXPANSION LANDS:

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 497,855 SQUARE FEET OR 11.4292 ACRES.

SURVEYOR'S CERTIFICATE:

I, ANTHONY J. GROMACKI, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES, PREVIOUSLY DEDICATED PUBLIC ROADS, ENCUMBERING EASEMENTS, AND THE LOCATION OF IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

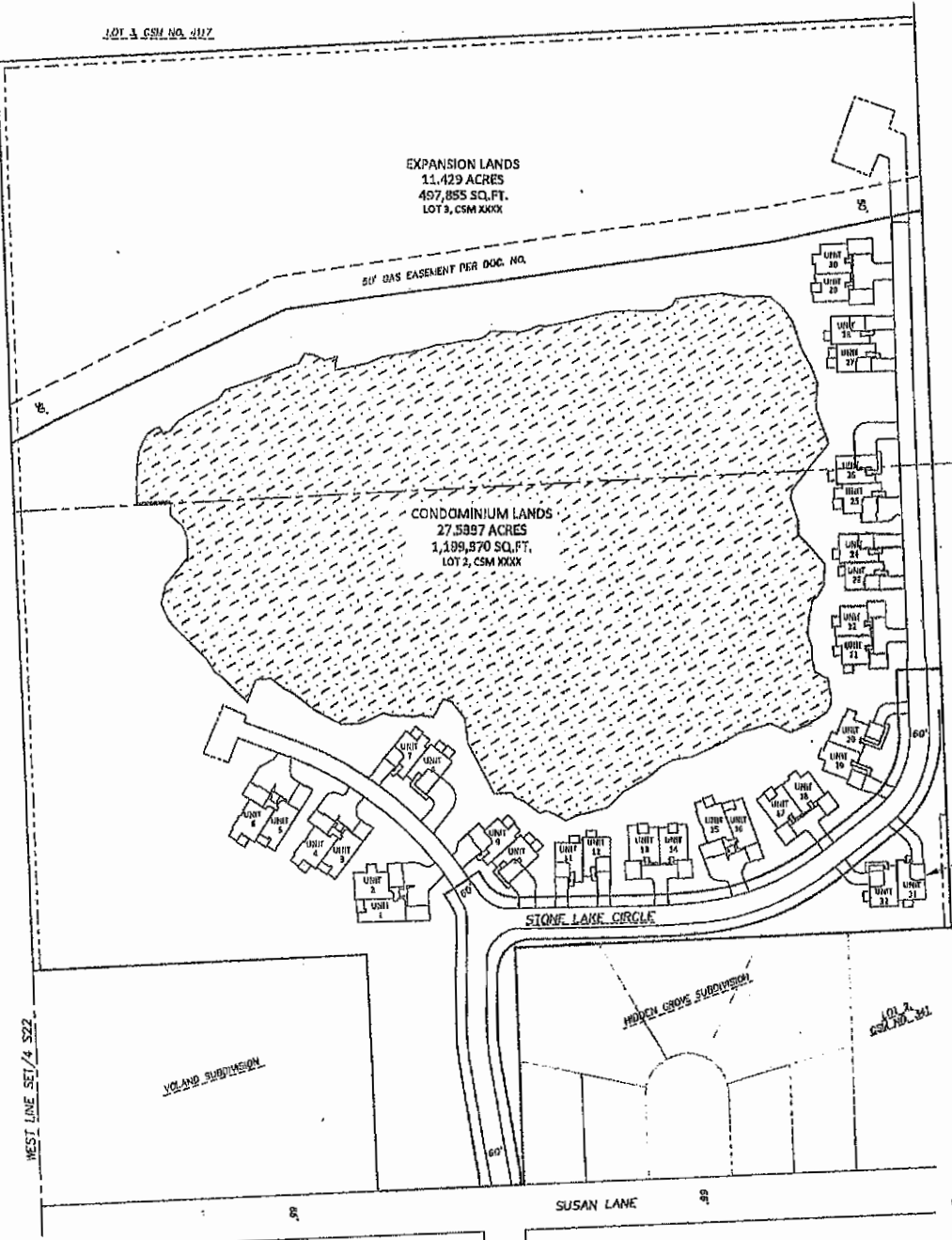
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF "STONE LAKE CONDOMINIUM" AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE BUILDINGS CONTAINED IN THE UNITS OR THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

PRELIMINARY

ANTHONY J. GROMACKI, PLS-2090 DATE



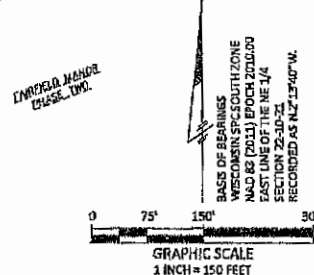
THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090



SHEET INDEX

SHEET 2	BOUNDARY DETAILS
SHEETS 3-6	LIMITED COMMON ELEMENTS
SHEETS 7-22	UNIT DIMENSIONS & AREAS

CONDOMINIUM LANDS
0.8025 ACRES
39,811 SQ. FT.
LOT 1, CSM XXXX



M SQUARED ENGINEERING LLC
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CEDARBURG, WI 53012
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msquaredengineering.com

PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

CURVE TABLE

NO.	ARC	RADIUS	DELTA	CHORD	DIST.	TANGENT	TANGENT
C1	8.26	70.00	6°45'31"	N06°54'34"W	8.25	N03°31'48"W	N10°17'19"W
C2	15.33	130.00	6°45'31"	N06°54'34"W	15.33	N03°31'48"W	N10°17'19"W
C3	64.46	353.37	10°27'04"	N05°03'47"W	64.37	N00°09'45"E	N10°17'19"W
C4	75.40	413.37	10°27'04"	N05°03'47"W	75.30	N00°09'45"E	N10°17'19"W
C5	77.53	50.00	88°50'52"	N44°35'11"E	70.00	N89°00'37"E	N00°09'45"E
C6	5.15	9.21	32°00'45"	N15°50'38"W	5.08	N00°09'45"E	N31°51'00"W
C7	12.90	470.00	1°34'23"	N32°38'12"W	12.90	N31°51'00"W	N33°25'24"W
C8	14.55	530.00	1°34'23"	S32°38'12"E	14.55	S31°51'00"E	S33°25'24"E
C9	53.14	51.49	59°08'23"	S61°25'11"E	50.82	S31°51'00"E	N89°00'37"E
C10	96.42	1205.82	4°34'53"	N86°43'11"E	96.39	N89°00'37"E	N84°25'44"E
C11	101.22	1265.82	4°34'53"	N86°43'11"E	101.19	N89°00'37"E	N84°25'44"E
C12	219.12	381.61	32°53'56"	N67°58'46"E	216.12	N84°25'44"E	N51°31'48"E
C13	184.66	321.61	32°53'56"	N67°58'46"E	182.14	N84°25'44"E	N51°31'48"E
C14	112.40	120.00	53°40'07"	N24°41'45"E	108.34	N51°31'48"E	N02°08'19"W
C15	168.60	180.00	53°40'07"	N24°41'45"E	162.51	N51°31'48"E	N02°08'19"W

LINE TABLE

NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	S87°17'44"W	3.69	L11	N89°00'37"E	160.00
L2	S87°17'44"W	60.01	L12	N89°00'37"E	145.43
L3	N00°31'48"W	11.27	L13	N51°31'48"E	98.94
L4	N03°31'48"W	10.40	L14	N51°31'48"E	98.94
L5	N10°17'19"W	151.91	L15	N02°08'19"W	31.24
L6	N10°17'19"W	151.91	L16	N02°08'19"W	91.24
L7	N00°09'45"E	63.69	L17	N87°51'41"E	64.82
L8	N00°09'45"E	146.40	L18	S02°07'38"E	60.00
L9	N31°51'00"W	16.87	L19	N87°51'41"E	4.81
L10	N56°34'36"E	60.00			

LEGEND

- FOUND PLSS MONUMENT PER SEWRPC DOSSIER
- FOUND 1.3" O.D. (1" I.D.) IRON PIPE
- FOUND 3/4" x 18" REBAR - PER CSM XXXX
- EXTERIOR BOUNDARY LINE
- CITY-TOWN MUNICIPAL BOUNDARY LINE
- EASEMENT LINE
- PLSS LINE

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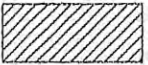
M² ENGINEERING
M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

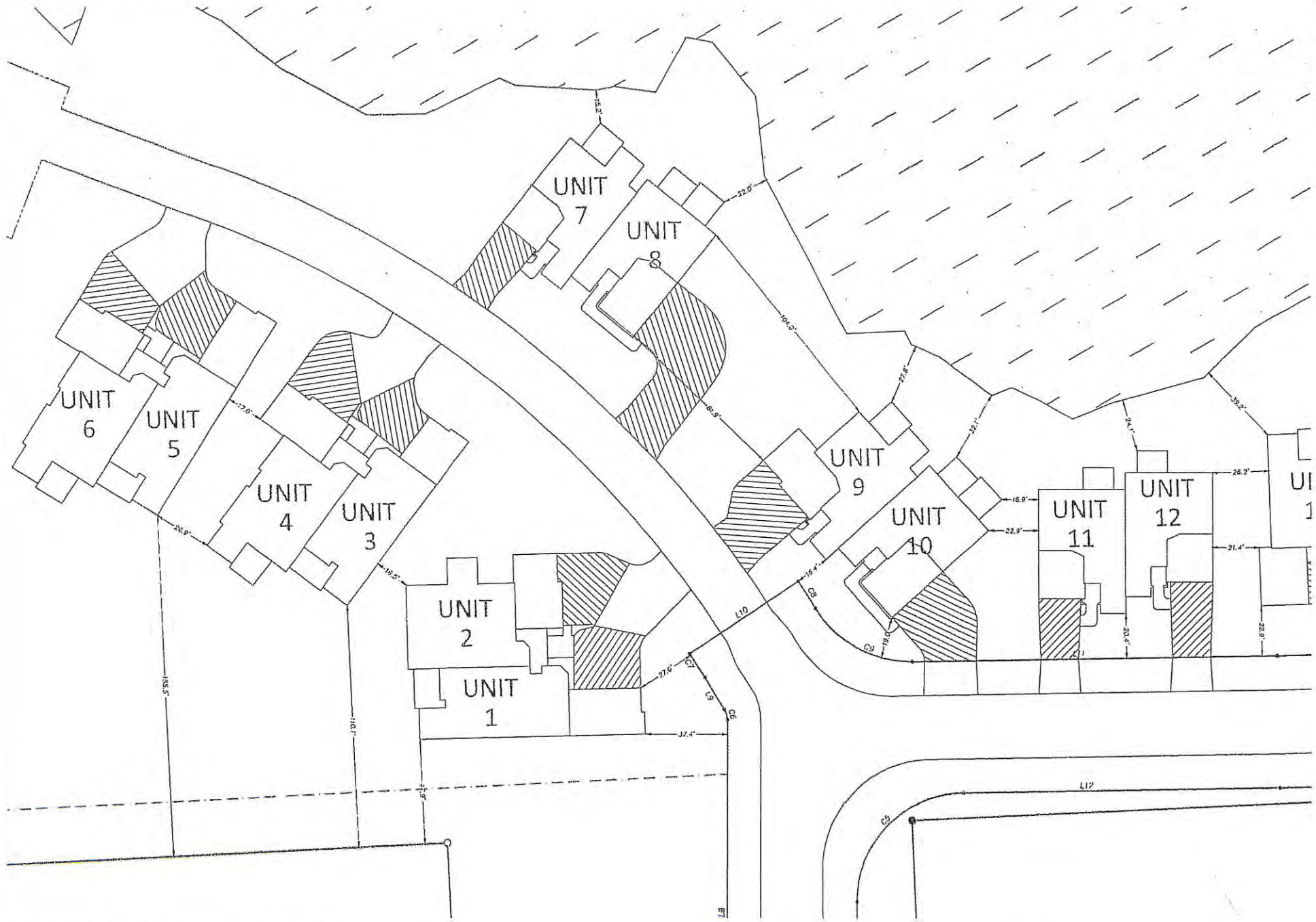
PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

NOTES:
SIDEWALKS, PATIOS, AND DECKS ATTACHED TO A UNIT ARE LIMITED COMMON ELEMENTS (L.C.E.), BUT ALL CANNOT BE SHOWN GRAPHICALLY DUE TO VARYING SIZES AND CONFIGURATIONS.

 LIMITED COMMON ELEMENT (L.C.E.)



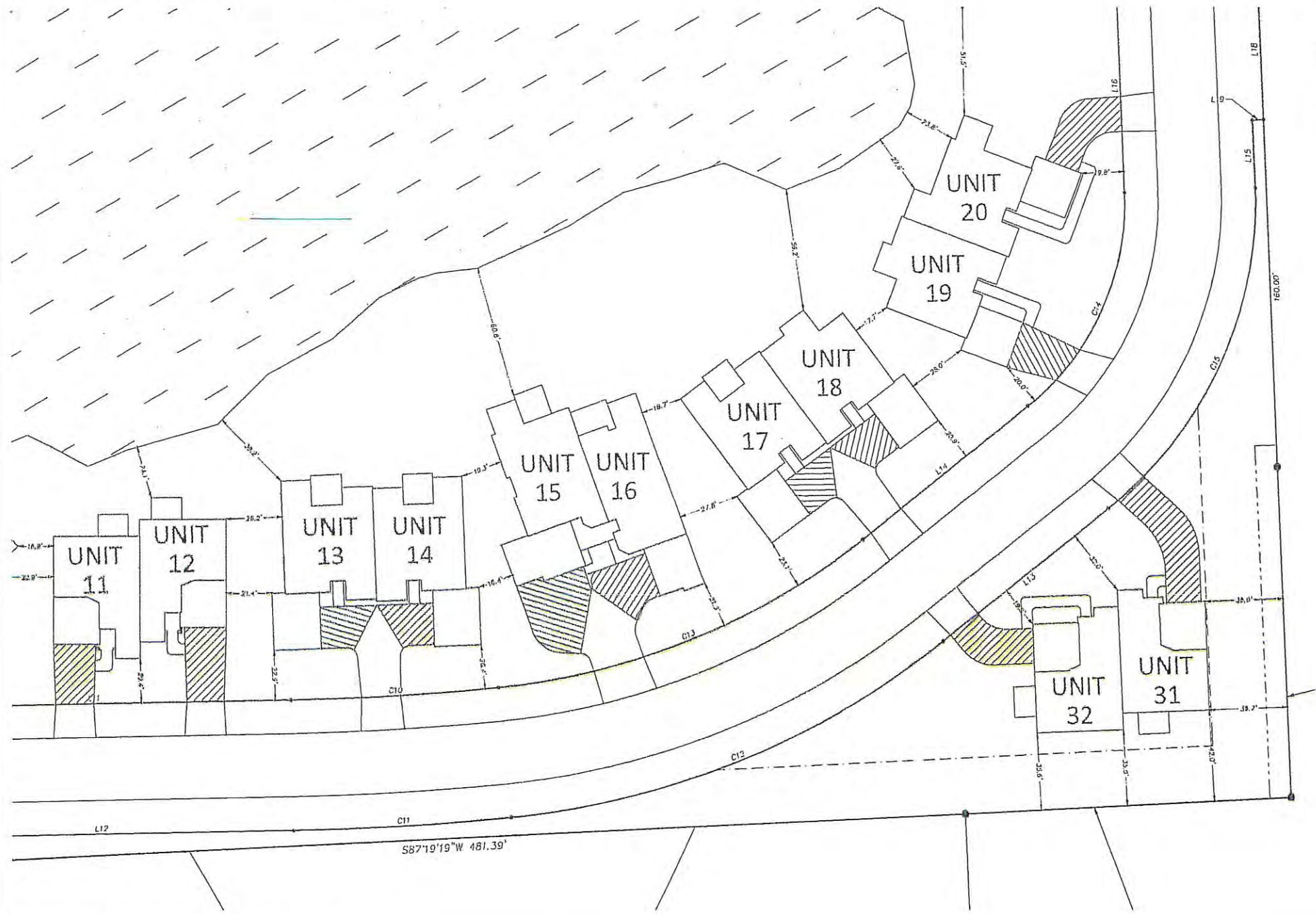
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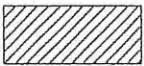
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

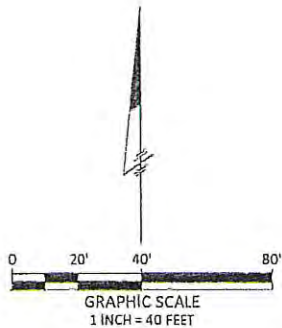


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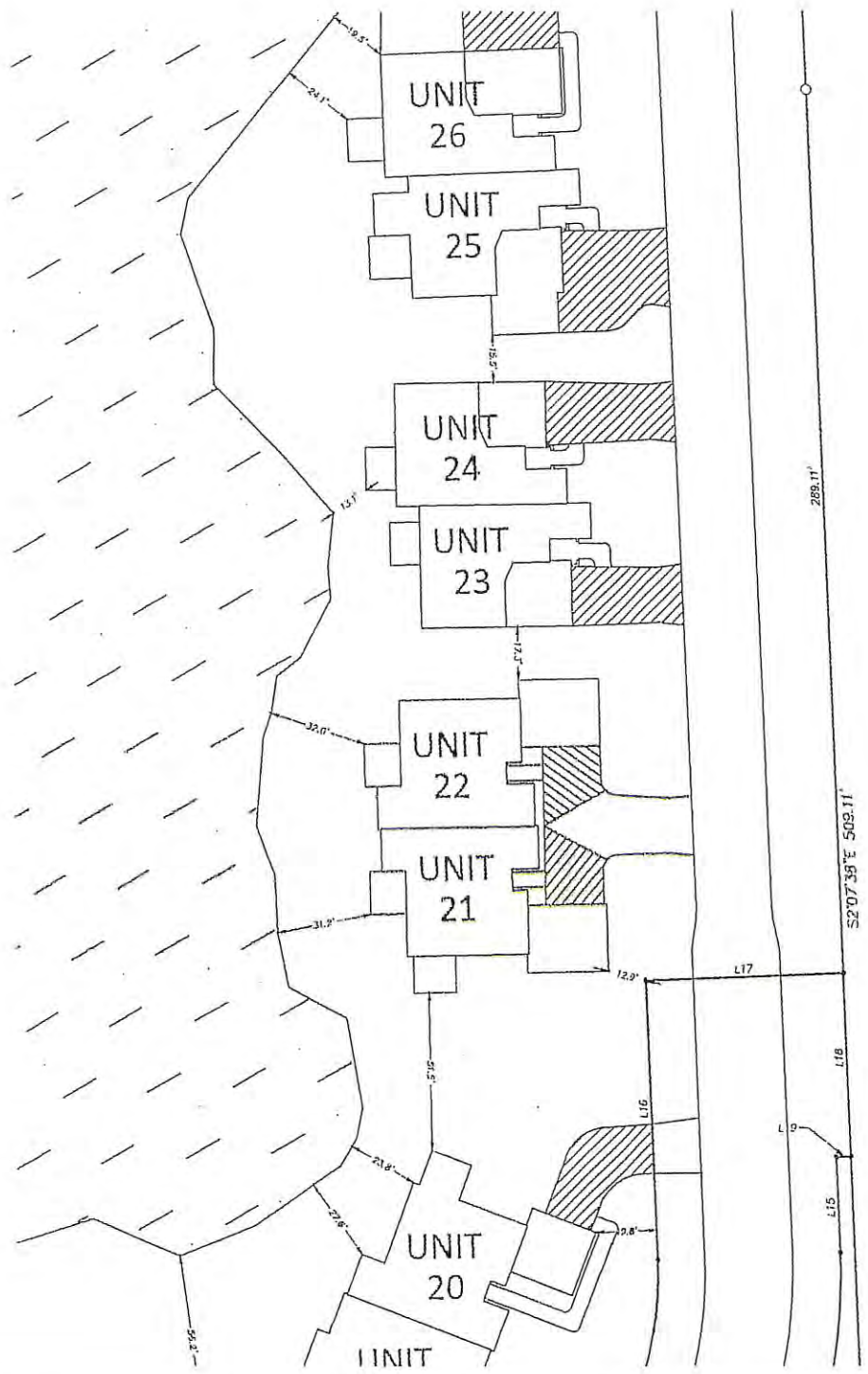


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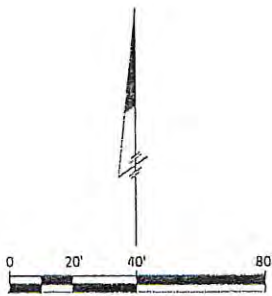
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN



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 LIMITED COMMON ELEMENT (L.C.E.)

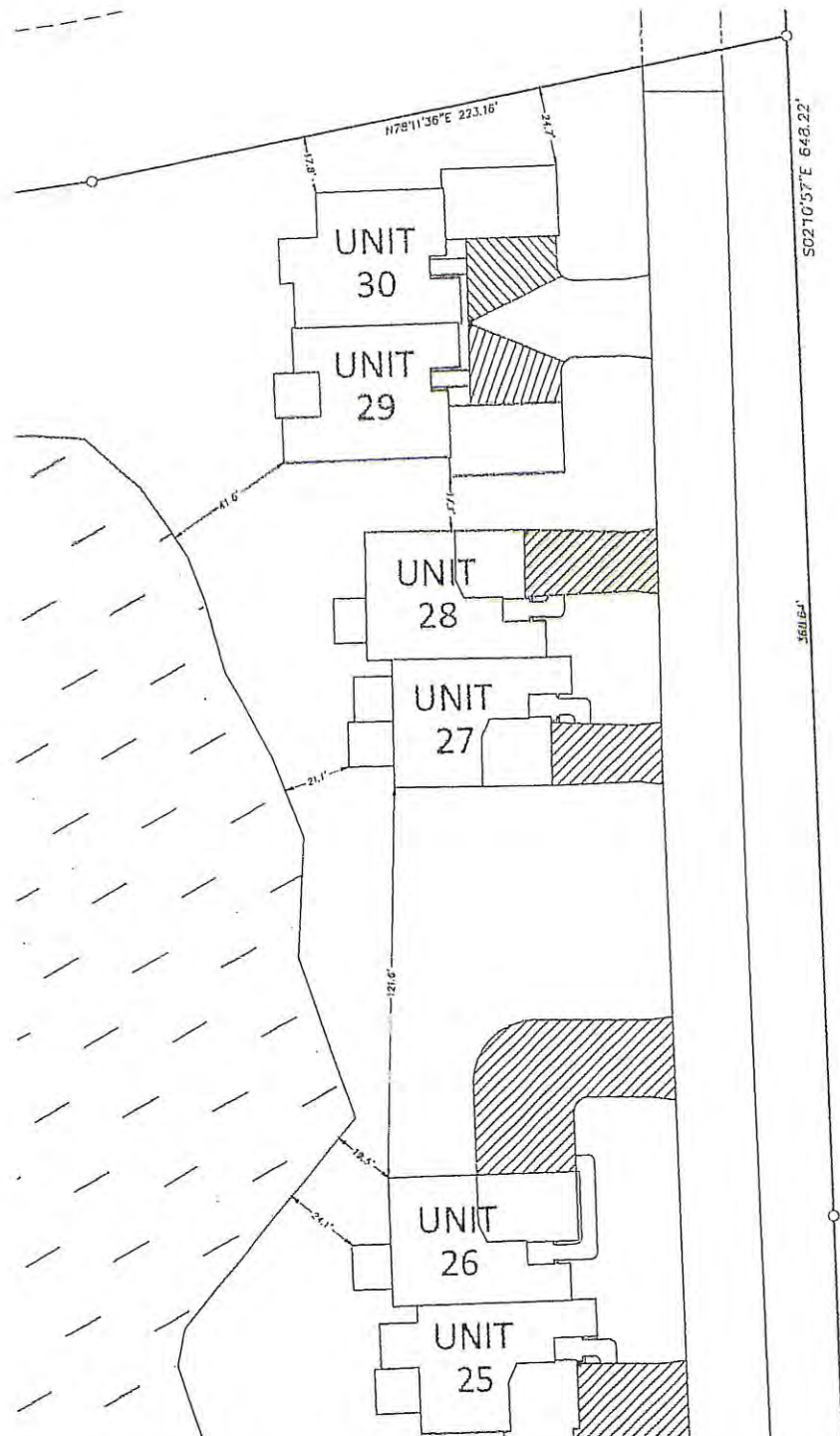


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SHEET 5 of 22

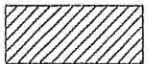
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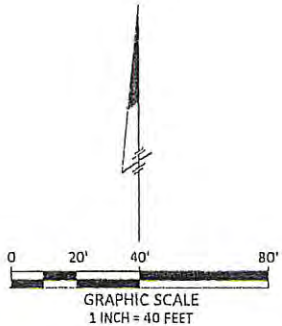
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN



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 LIMITED COMMON ELEMENT (L.C.E.)



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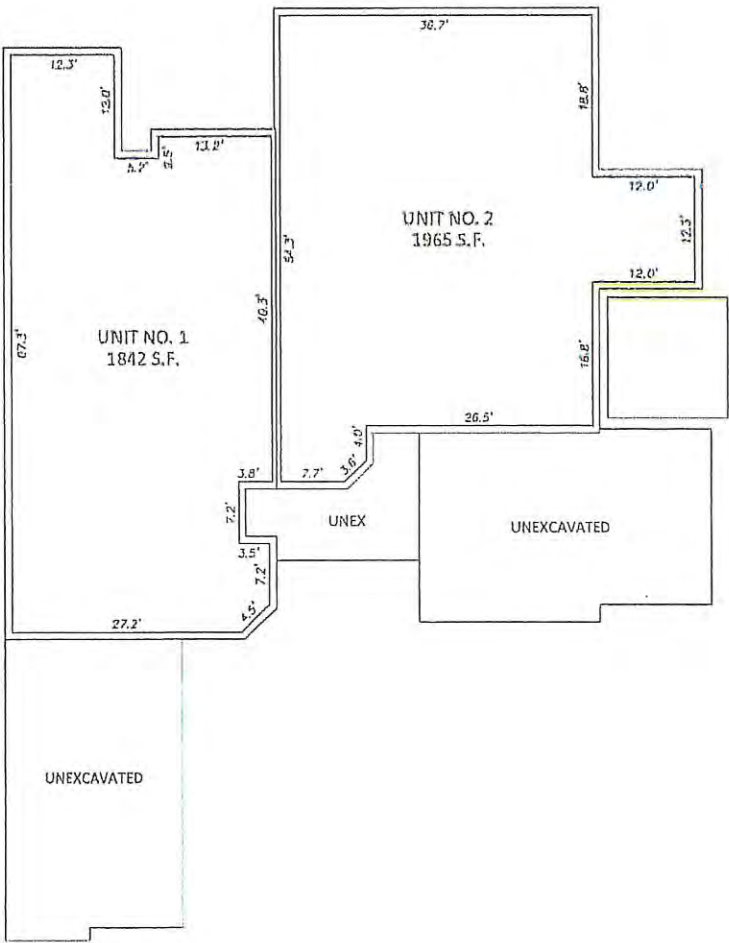
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STONE LAKE CONDOMINIUM

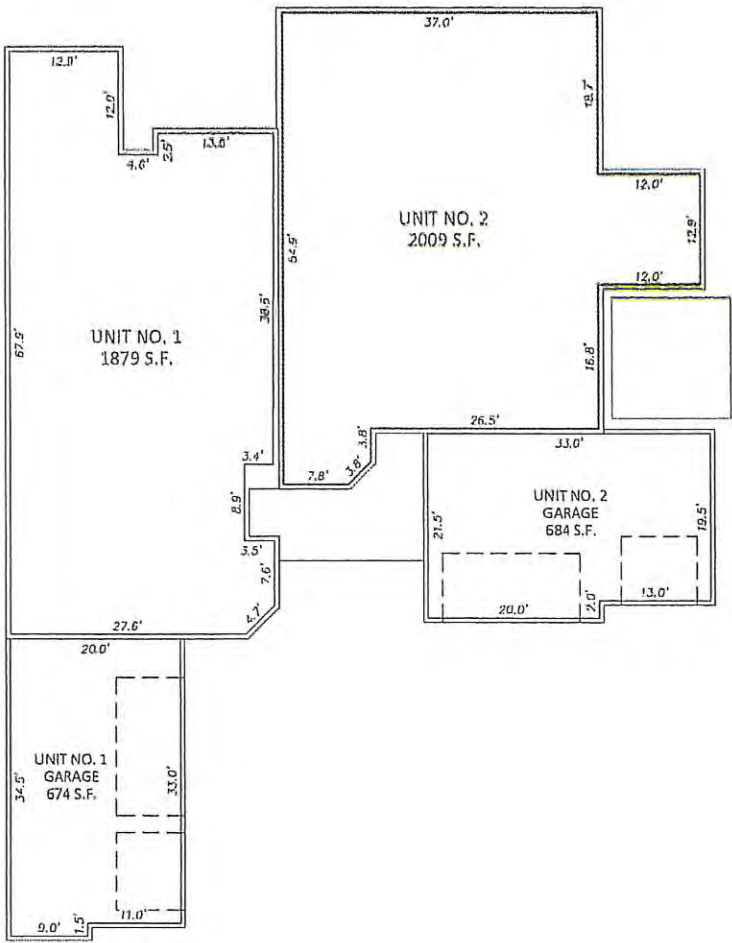
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 1 - N105 W6645 Stone Lake Circle
UNIT NO. 2 - N105 W6655 Stone Lake Circle

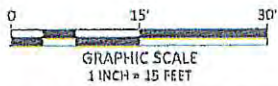
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
1	1842	1879	674	4395
2	1965	2009	684	4658



BASEMENT LEVEL



MAIN LEVEL



THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PL9-2090

NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS
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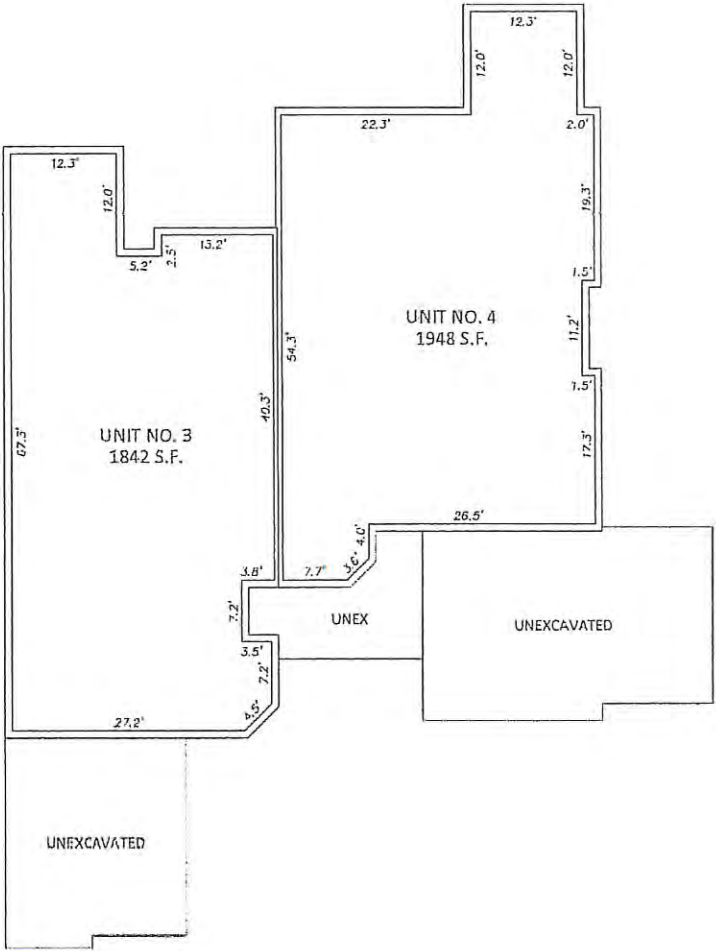
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STONE LAKE CONDOMINIUM

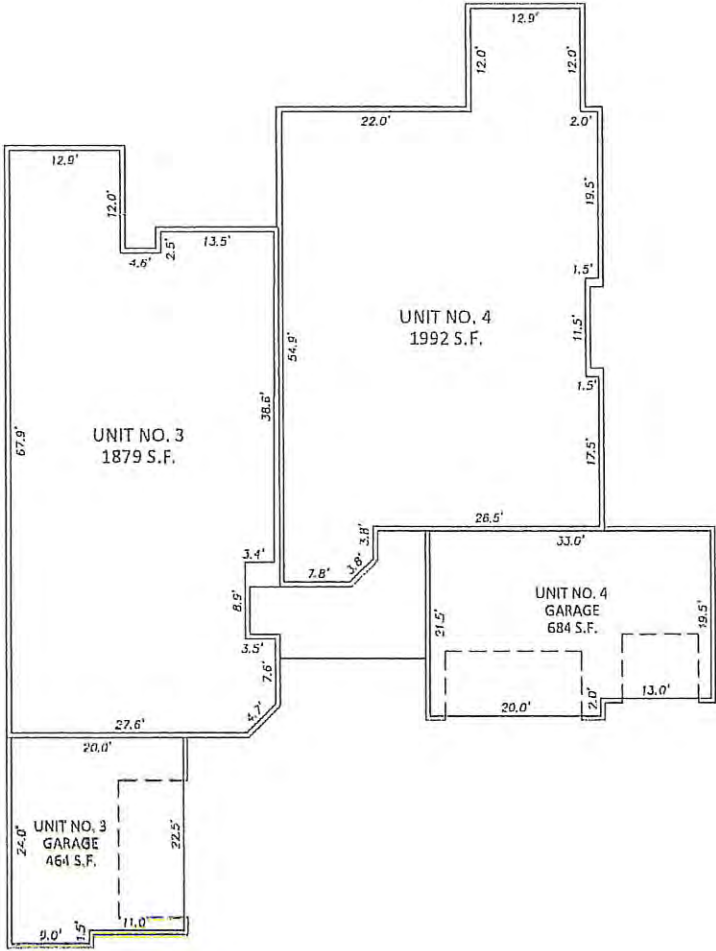
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 3 - N105 W6665 Stone Lake Circle
UNIT NO. 4 - N105 W6675 Stone Lake Circle

UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
3	1842	1879	464	4185
4	1948	1992	684	4624



BASEMENT LEVEL



MAIN LEVEL



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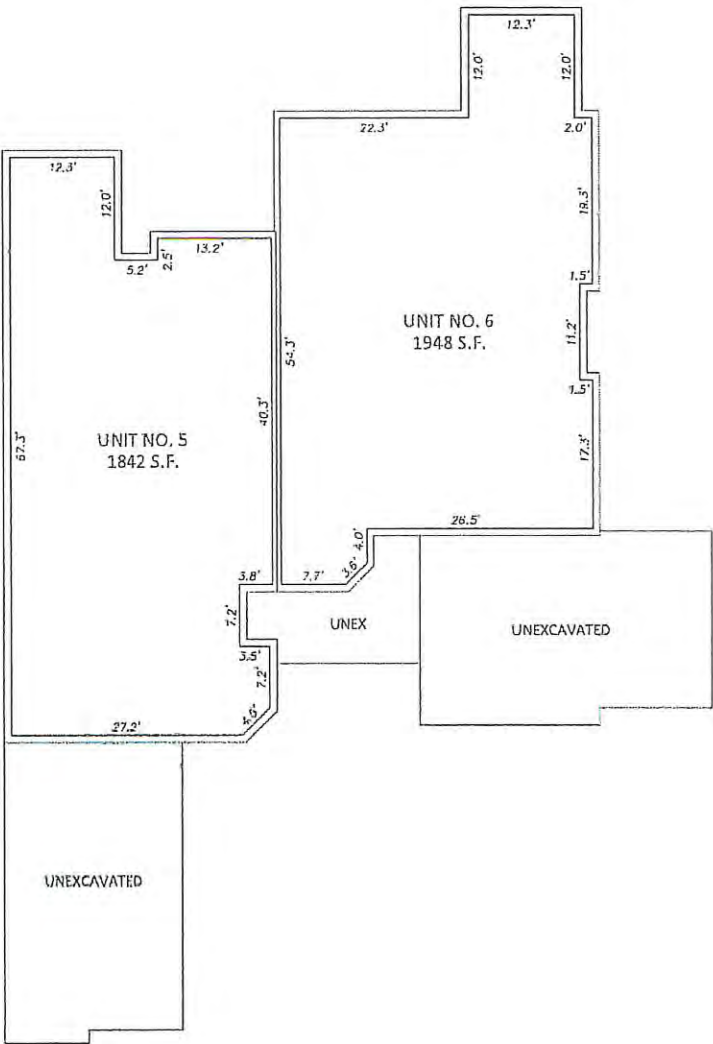
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STONE LAKE CONDOMINIUM

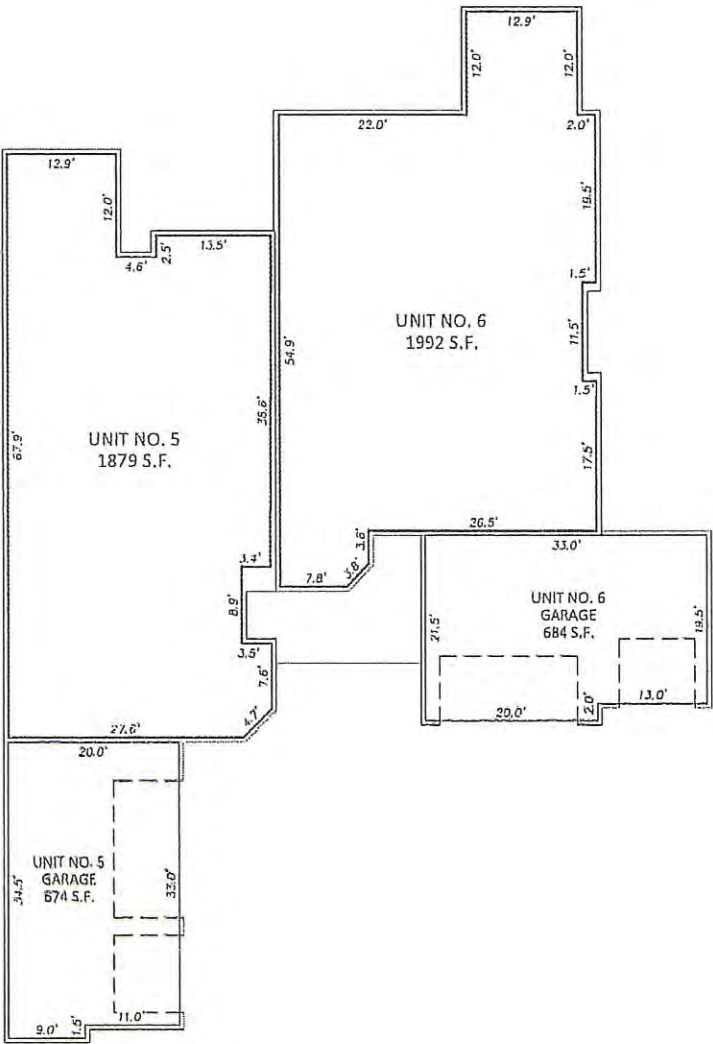
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 5 - N105 W6695 Stone Lake Circle
UNIT NO. 6 - N105 W6705 Stone Lake Circle

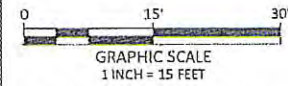
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
5	1842	1879	674	4395
6	1948	1992	684	4624



BASEMENT LEVEL



MAIN LEVEL



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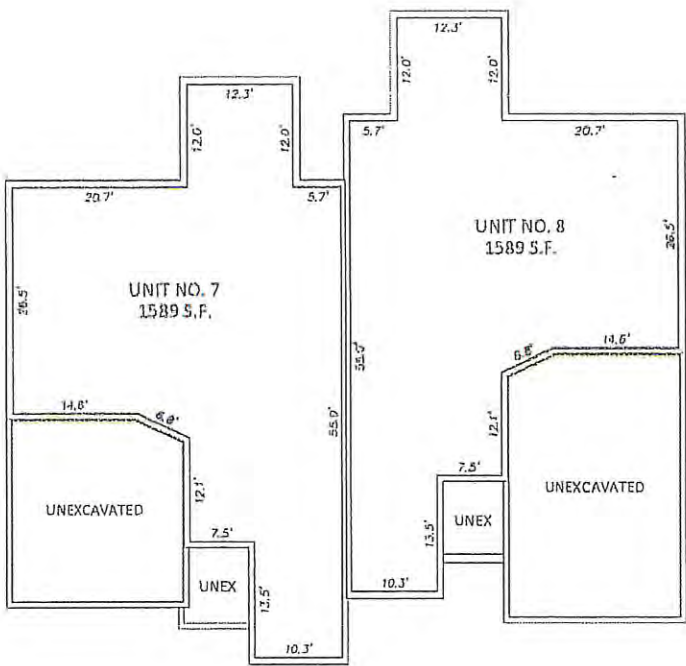
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STONE LAKE CONDOMINIUM

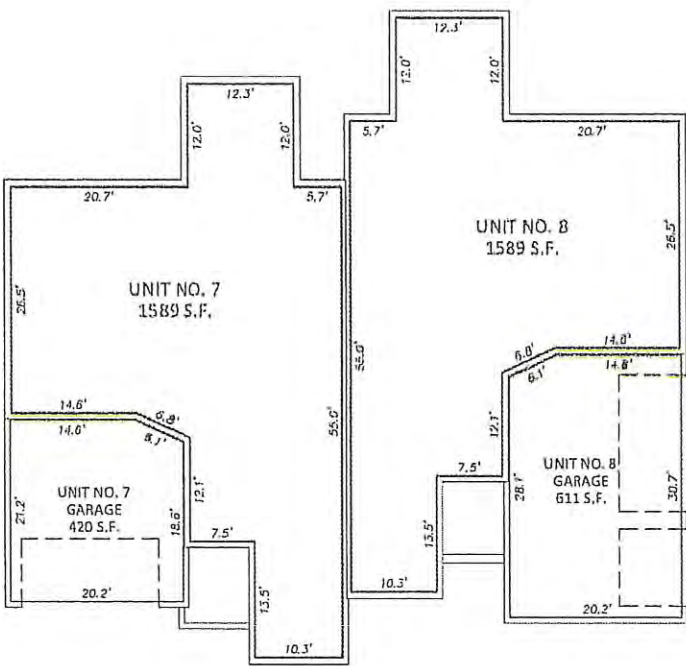
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 7 - N106 W6640 Stone Lake Circle
UNIT NO. 8 - N106 W6630 Stone Lake Circle

UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
7	1589	1589	420	3598
8	1589	1589	611	3789



BASEMENT LEVEL



MAIN LEVEL



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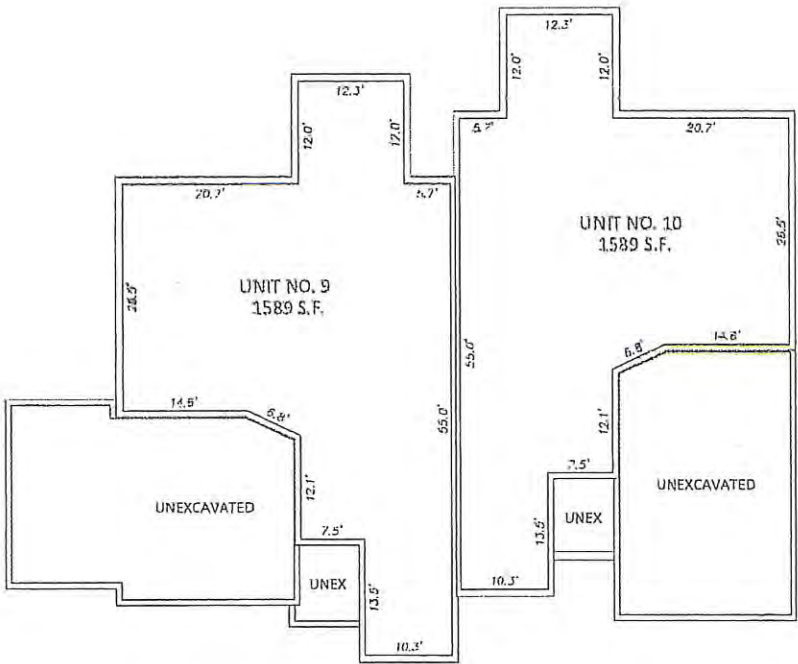
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STONE LAKE CONDOMINIUM

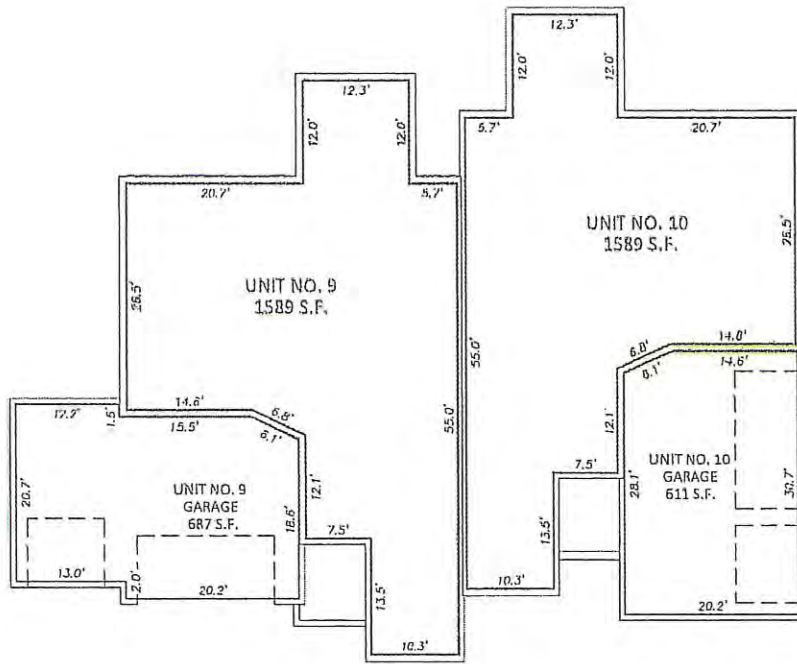
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 9 - N106 W6600 Stone Lake Circle
UNIT NO. 10 - N106 W6590 Stone Lake Circle

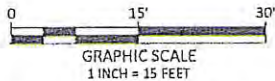
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
9	1589	1589	687	3865
10	1589	1589	611	3789



BASEMENT LEVEL



MAIN LEVEL



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PRELIMINARY

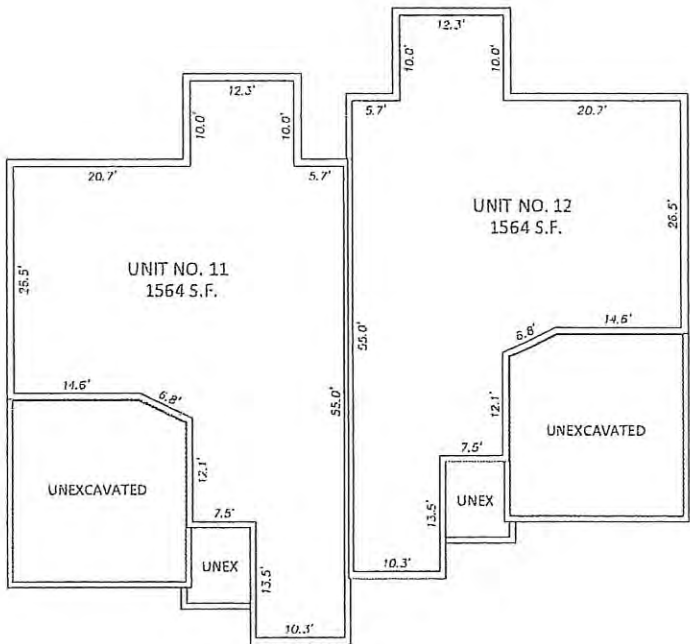
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

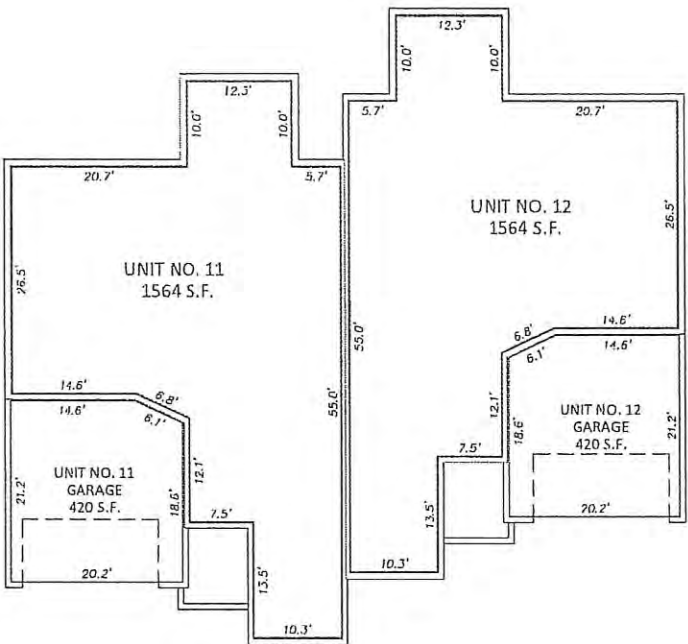
UNIT NO. 11 - N106 W6570 Stone Lake Circle

UNIT NO. 12 - N106 W6560 Stone Lake Circle

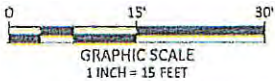
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
11	1564	1564	420	3548
12	1564	1564	420	3548



BASEMENT LEVEL



MAIN LEVEL



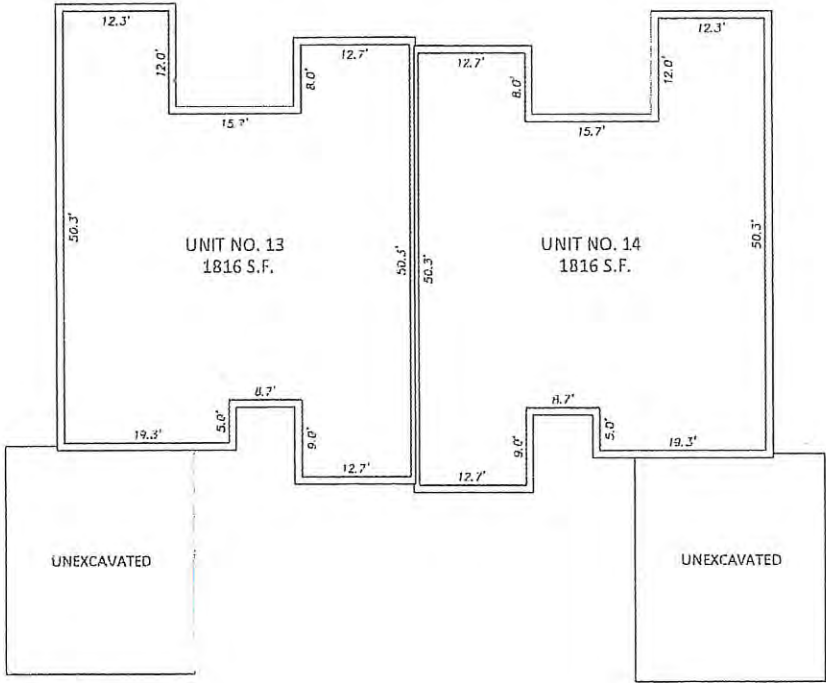
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STONE LAKE CONDOMINIUM

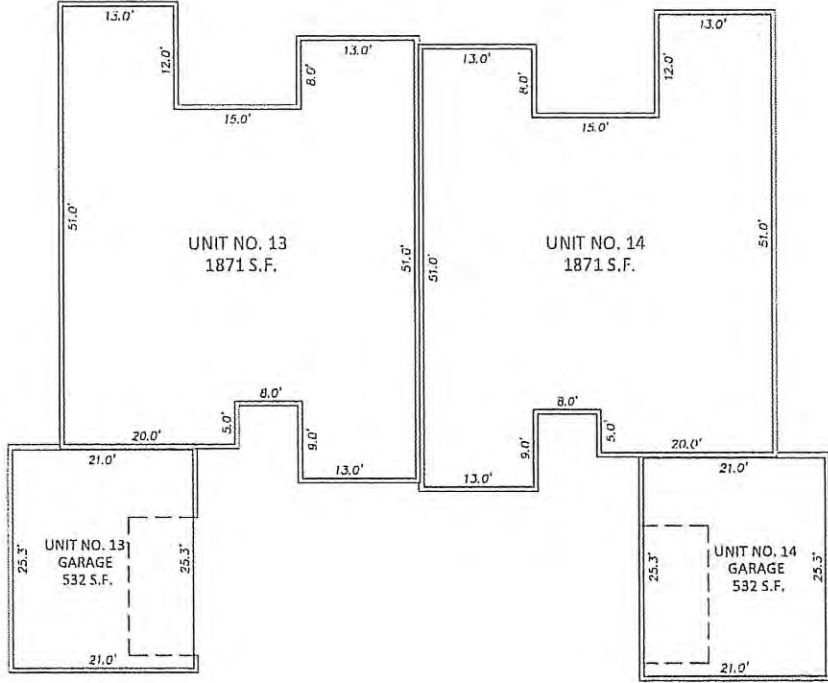
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 13 - N106 W6540 Stone Lake Circle
UNIT NO. 14 - N106 W6530 Stone Lake Circle

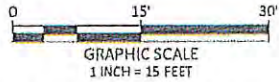
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
13	1816	1871	532	4219
14	1816	1871	532	4219



BASEMENT LEVEL



MAIN LEVEL



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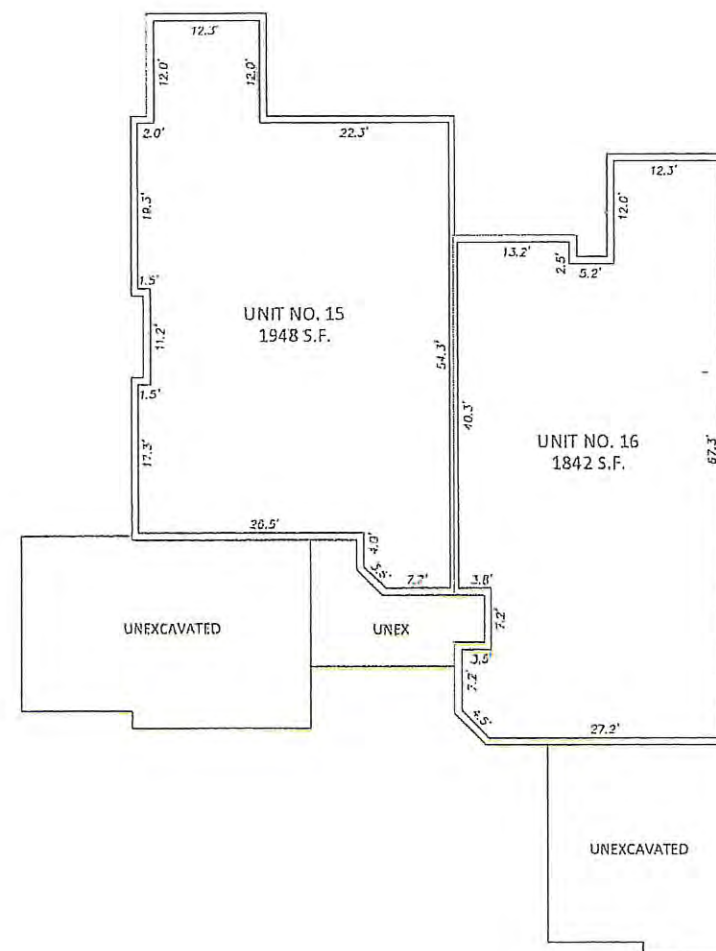
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STONE LAKE CONDOMINIUM

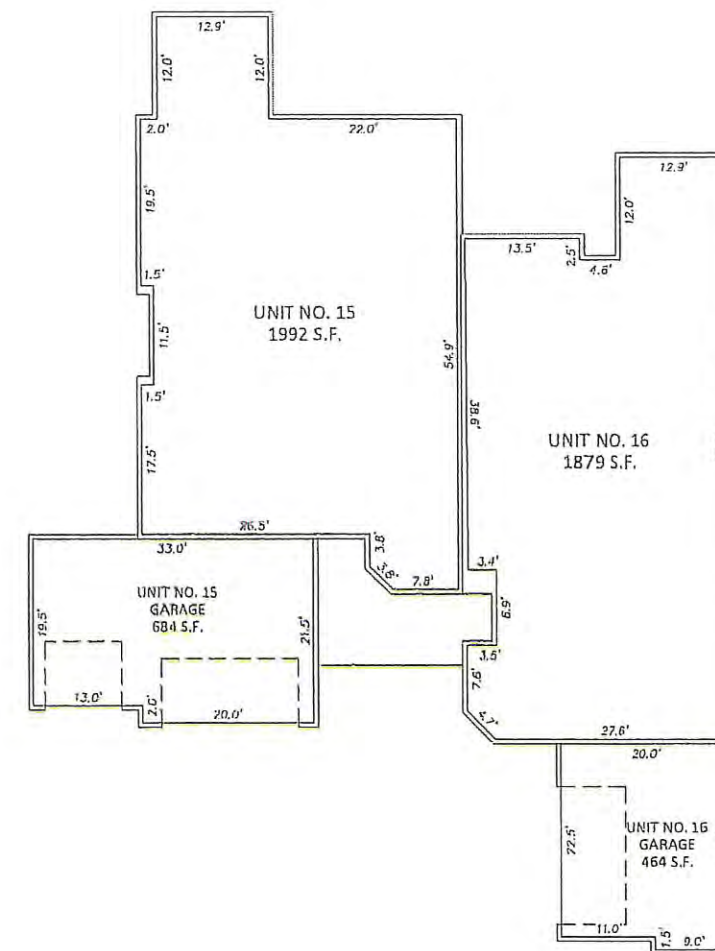
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 15 - N106 W6500 Stone Lake Circle
UNIT NO. 16 - N106 W6490 Stone Lake Circle

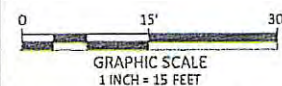
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
15	1948	1992	684	4624
16	1842	1879	464	4185



BASEMENT LEVEL



MAIN LEVEL



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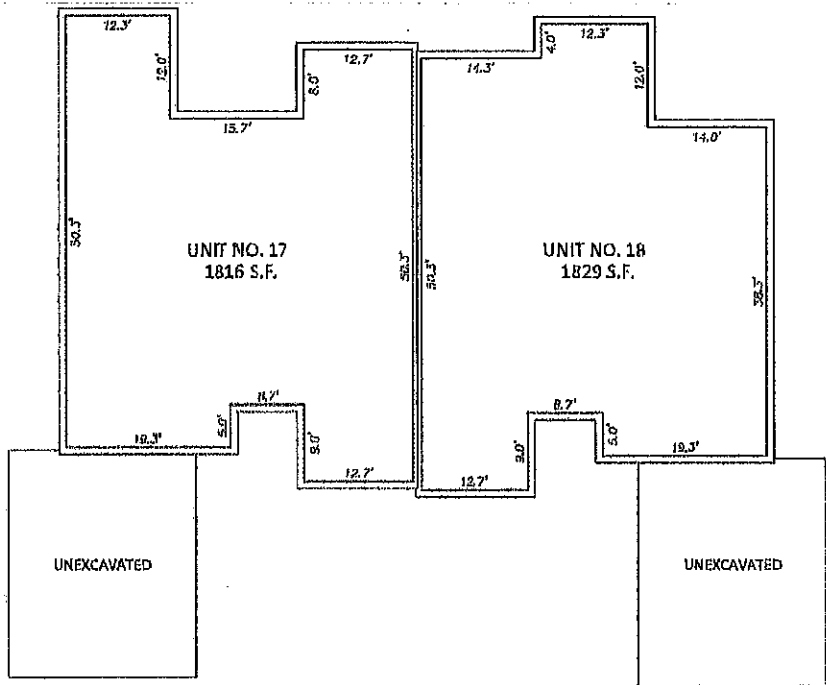
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STONE LAKE CONDOMINIUM

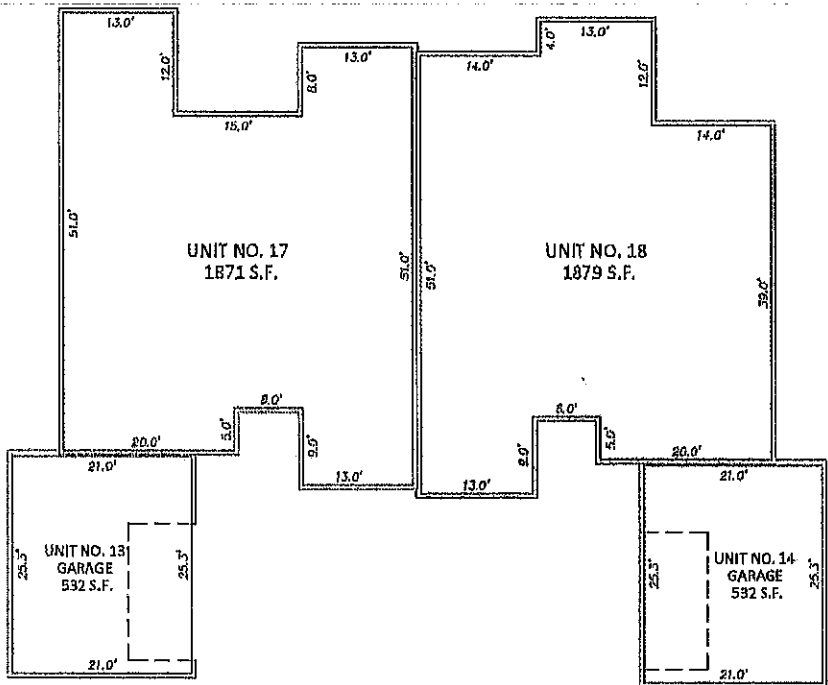
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 17 - N106 W6470 Stone Lake Circle
UNIT NO. 18 - N106 W6460 Stone Lake Circle

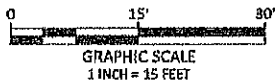
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
17	1816	1871	532	4219
18	1829	1879	532	4240



BASEMENT LEVEL



MAIN LEVEL



THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090

NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS
AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

M²
ENGINEERING
M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

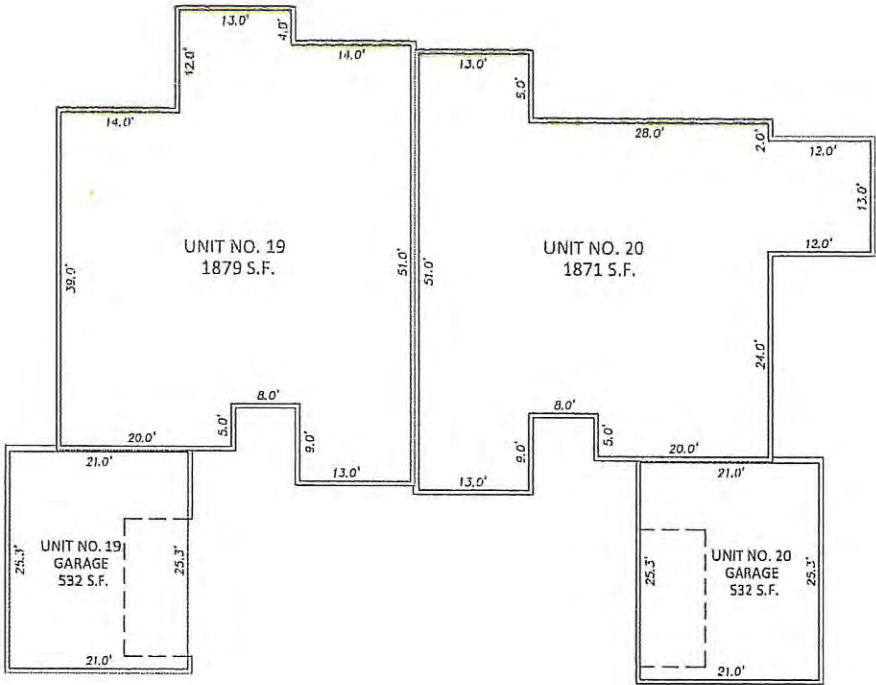
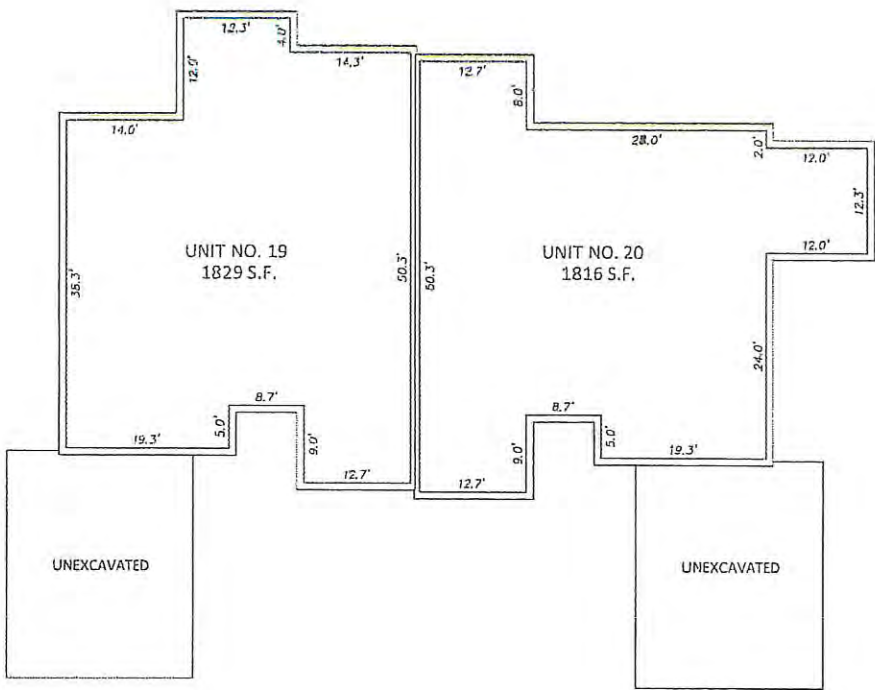
PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 19 - W64 N1069 Stone Lake Circle
UNIT NO. 20 - W64 N1071 Stone Lake Circle

UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
19	1829	1879	532	4240
20	1816	1871	532	4219



BASEMENT LEVEL

MAIN LEVEL



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PRELIMINARY

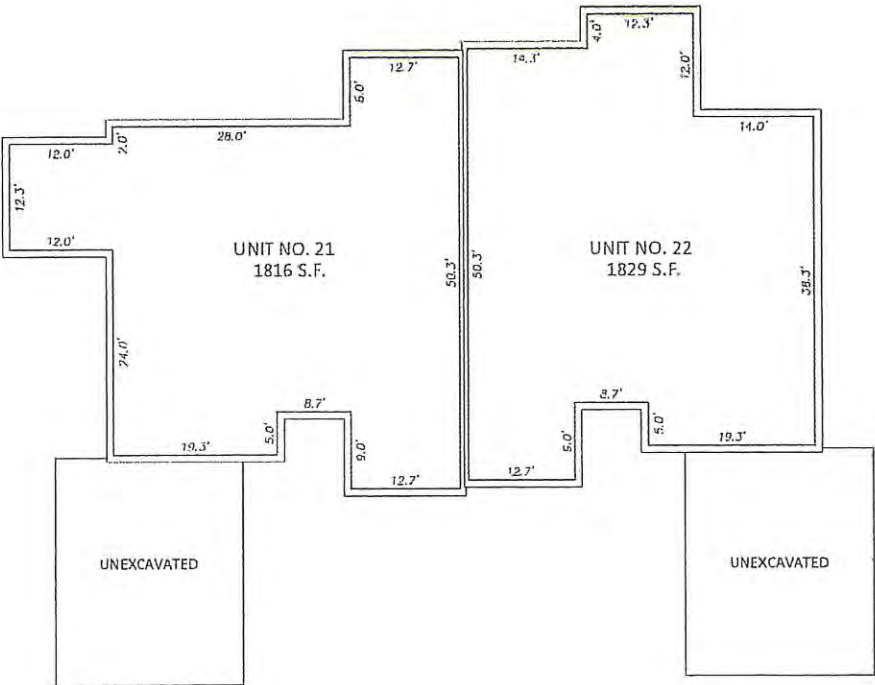
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

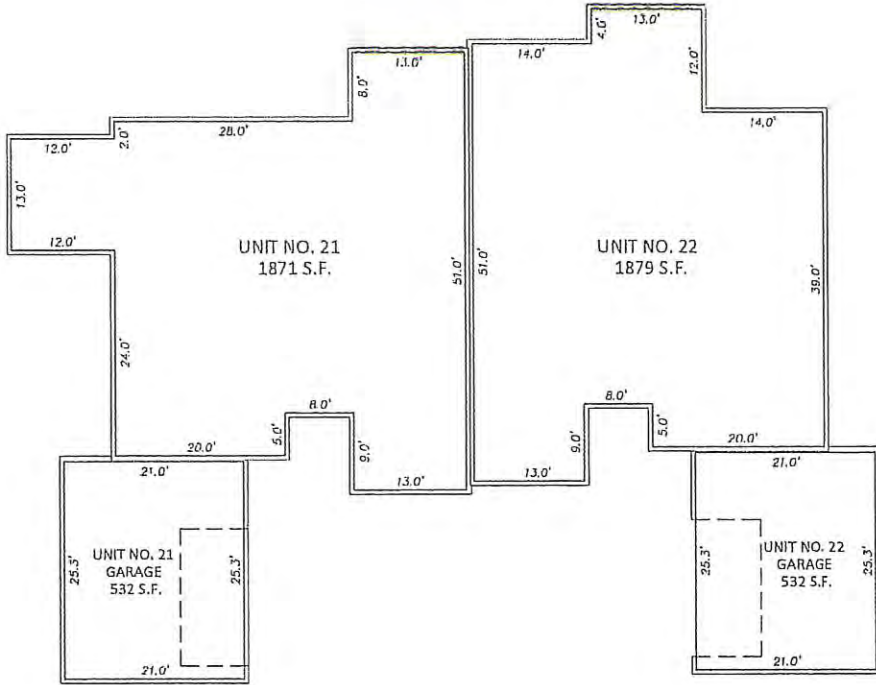
UNIT NO. 21 - W64 N1083 Stone Lake Circle

UNIT NO. 22 - W64 N1085 Stone Lake Circle

UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
21	1816	1871	532	4219
22	1829	1879	532	4240



BASEMENT LEVEL



MAIN LEVEL



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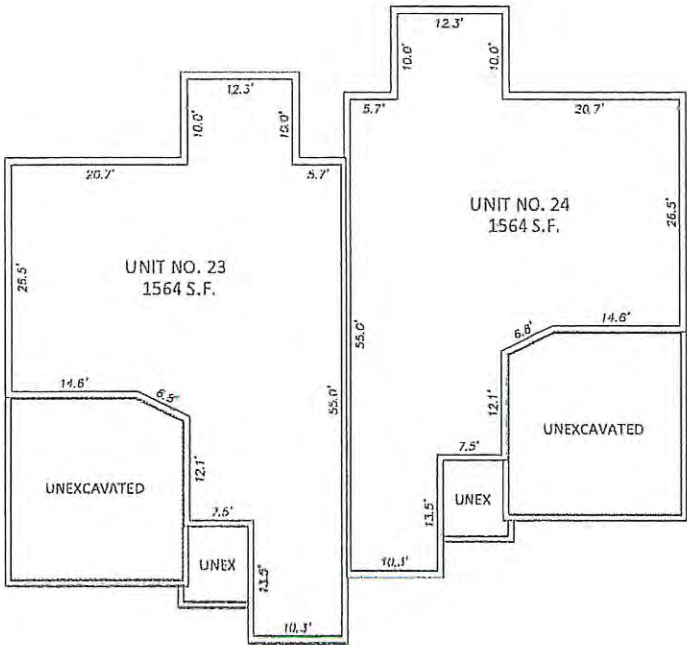
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STONE LAKE CONDOMINIUM

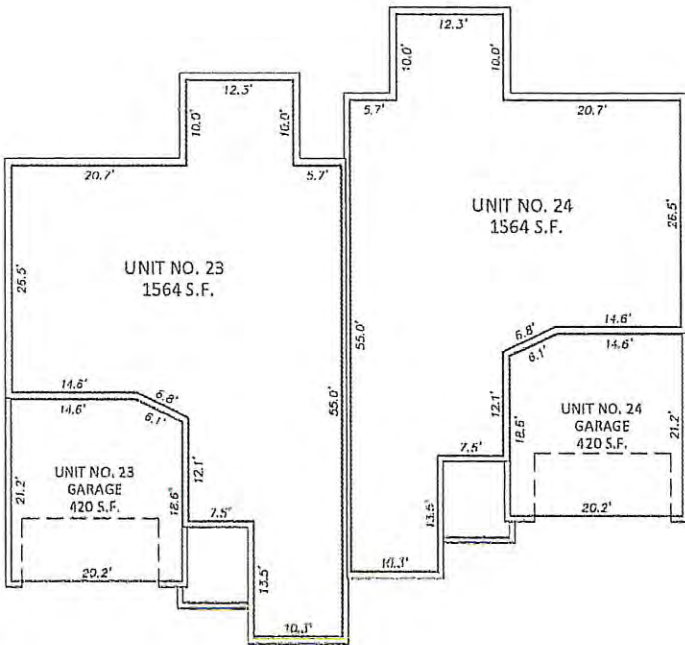
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 23 - W64 N1089 Stone Lake Circle
UNIT NO. 24 - W64 N1091 Stone Lake Circle

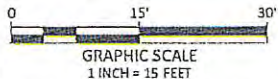
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
23	1564	1564	420	3548
24	1564	1564	420	3548



BASEMENT LEVEL



MAIN LEVEL



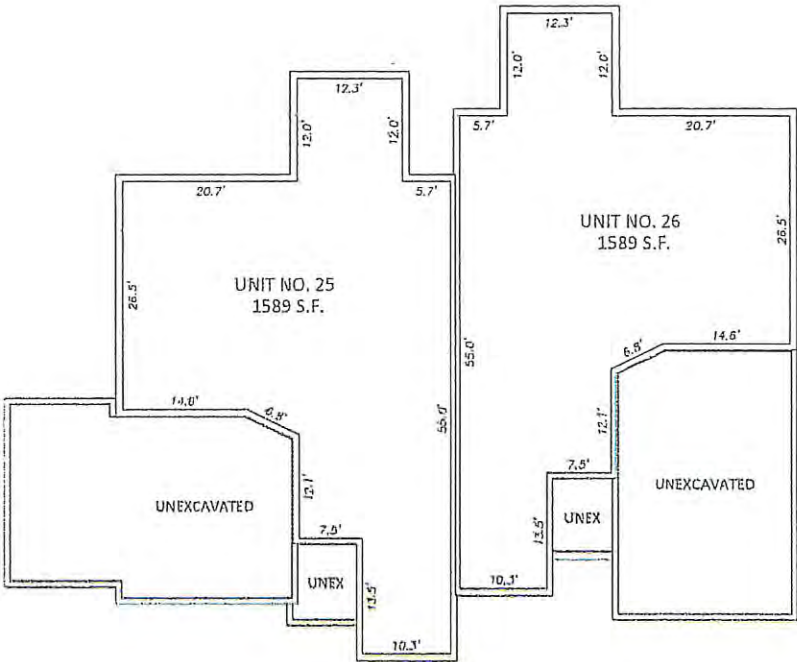
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STONE LAKE CONDOMINIUM

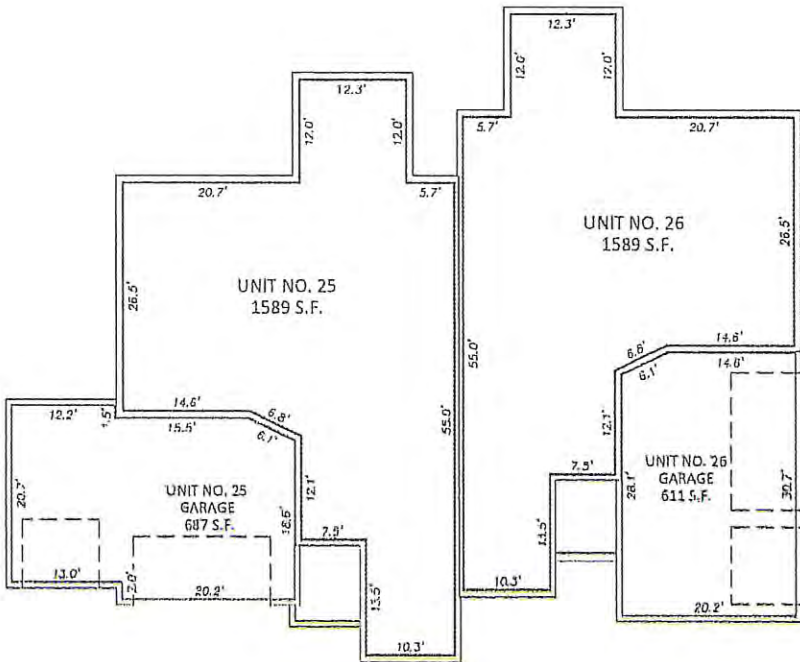
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 25 - W64 N1097 Stone Lake Circle
UNIT NO. 26 - W64 N1099 Stone Lake Circle

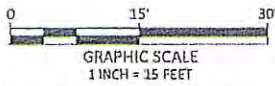
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
25	1589	1589	687	3865
26	1589	1589	611	3789



BASEMENT LEVEL



MAIN LEVEL



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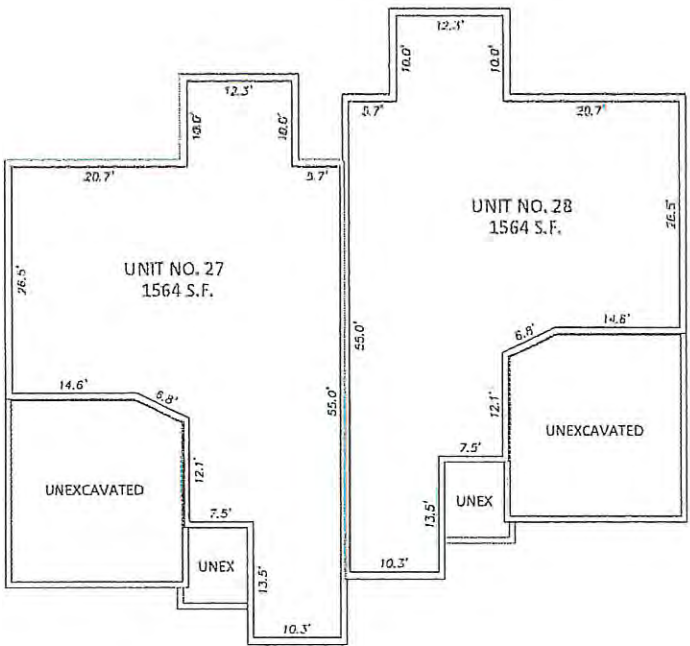
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STONE LAKE CONDOMINIUM

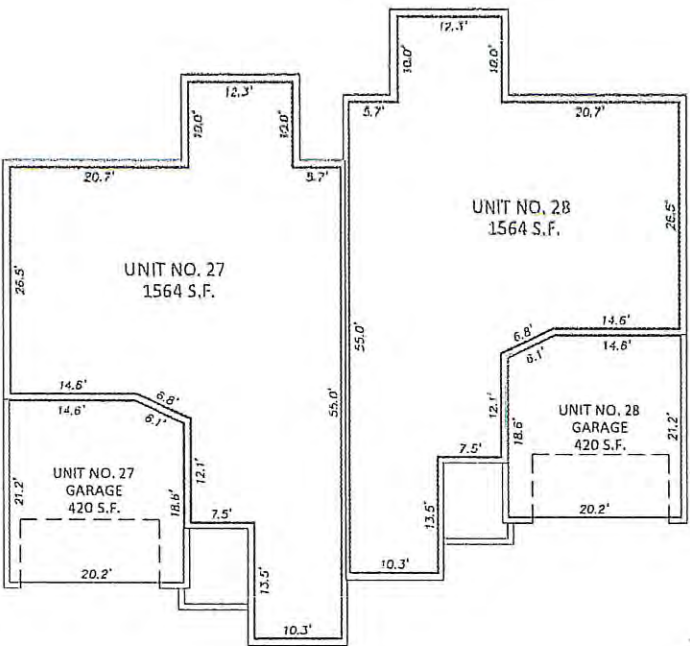
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 27 - W64 N1113 Stone Lake Circle
UNIT NO. 28 - W64 N1115 Stone Lake Circle

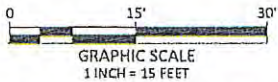
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
27	1564	1564	420	3548
28	1564	1564	420	3548



BASEMENT LEVEL



MAIN LEVEL



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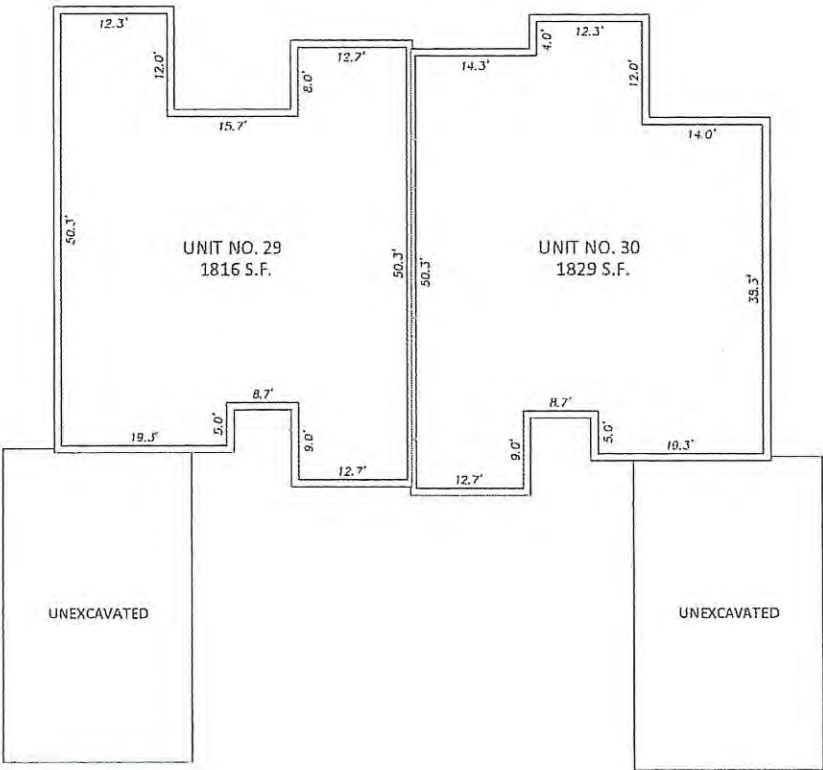
PRELIMINARY

STONE LAKE CONDOMINIUM

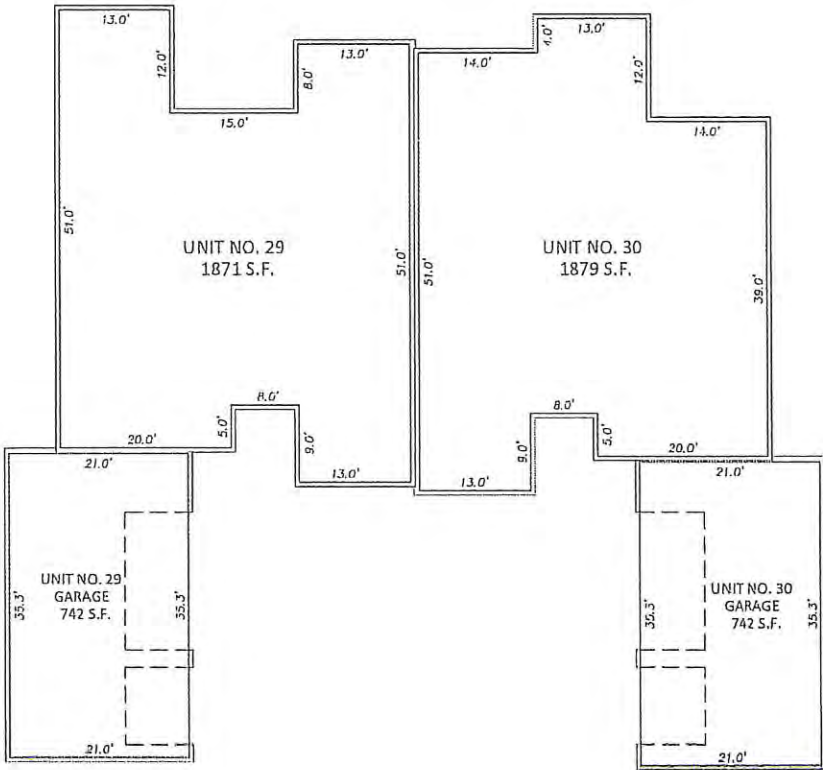
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 29 - W64 N1121 Stone Lake Circle
UNIT NO. 30 - W64 N1123 Stone Lake Circle

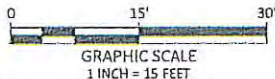
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
29	1816	1871	742	4429
30	1829	1879	742	4450



BASEMENT LEVEL



MAIN LEVEL



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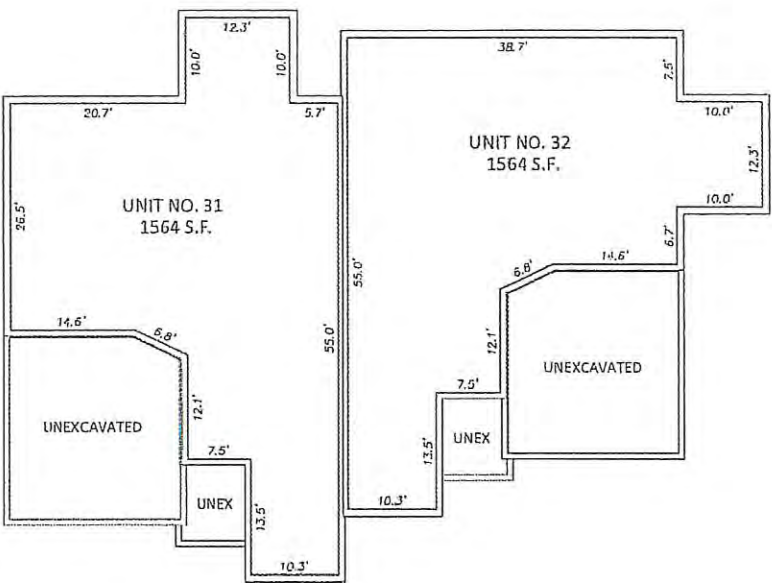
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STONE LAKE CONDOMINIUM

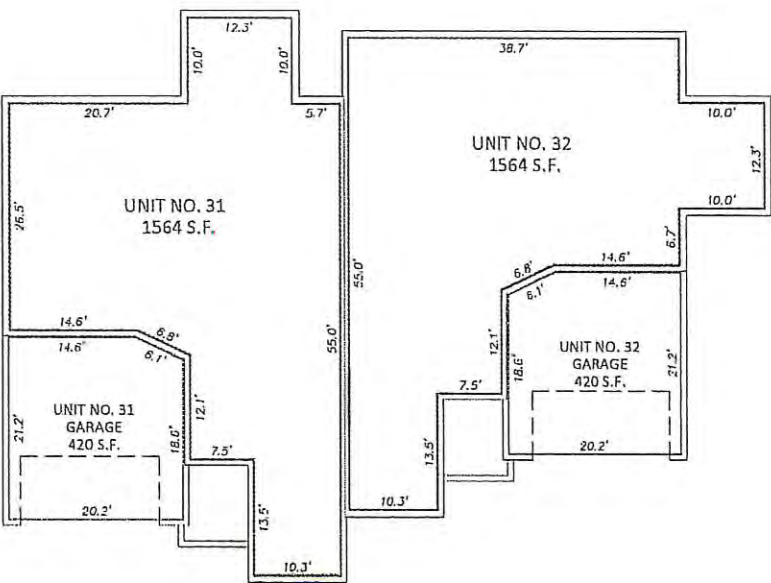
CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 31 - N105 W6421 Stone Lake Circle
UNIT NO. 32 - N105 W6431 Stone Lake Circle

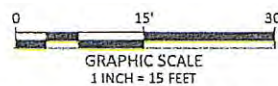
UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
31	1564	1564	420	3548
32	1564	1564	420	3548



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS
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**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

Return to:
Stone Lake Development, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Parcel Number

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DECLARATION OF CONDOMINIUM FOR STONE LAKE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR STONE LAKE CONDOMINIUM (this "Declaration"), is made this ____ day of _____ 2023, by Stone Lake Development, Inc., a Wisconsin corporation (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "STONE LAKE CONDOMINIUM."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Cedarburg, County of Waukesha, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is: 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of Thirty-Two (32) units (individually a "Unit" and collectively the "Units") located in the Sixteen (16) buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be

identified as Units 1 through 32, inclusive. inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit including the garage and basement, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, paneling, and carpeting) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now of hereafter located within such boundaries, including:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, sump pumps, ejector pumps, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 Declarant's Right to Modify Units. Until construction of a Unit by Declarant is completed, Declarant shall have the right, without requiring the consent (written or otherwise) of any third-party Unit Owner, to modify the perimetrical boundaries of any Unit and to record an addendum to the Plat so indicating such modification. Such modification may include, but is not limited to, changing the size, shape, angle, location of any Unit and/or adding a sunroom to a Unit. No such modification(s) shall be deemed to change the percent or value of any Unit Owner's interest in the Common Elements; and acceptance of a deed to a Unit shall be deemed waiver of any right to compensation therefore.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, lighting features, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs);

(d) Any other portion of the improvements to the Land including landscaping and lighting which is not included within the boundary of a Unit as described above; and

(e) Recreational amenities, if any.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, balconies, decks and patios (whether or not shown on the Condominium Plat) attached to, leading directly to or from, or adjacent to each Unit;

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any, and including any driveway leading to the garage portion of any Unit, provided, however, any vehicles parked on any driveway shall be limited to no more than one (1) vehicle and only for a period of up to three (3) weeks with longer terms requiring a written permit from the Association, the issuance of which shall be subject to the Association's sole discretion; and

(c) The mailboxes located in any mailbox islands identified on the Condominium Plat or as may exist from time to time as designated and reserved for any Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as

shown on the Condominium Plat, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated.

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

6.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Waukesha County Register of Deeds, or such longer period as may be permitted by the Condominium Ownership Act. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 110, subject to further separation under Section 8.03. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.

6.03 Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each

Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Waukesha County Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Stone Lake Condominium Owners Association Inc., a Wisconsin corporation" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be

subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless a different date is specified in such rule or regulation.

7.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers allowed under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

7.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common

Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. All repairs and replacements of decks, patios and balconies shall be the responsibility of the Association. The Association shall be responsible for replacing when necessary any Common Elements and Limited Common Elements.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the routine maintenance (but not the repair or replacement of) exterior decks, patios or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 9.01. Each Unit (including routine maintenance of exterior decks, patios and balconies) shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, including the Limited Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or

restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation and to the extent applicable, expenses incurred for: repair and maintenance any amenities; landscaping and lawn care (including irrigation); snow shoveling and plowing; improvements to the Common Elements; common grounds lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant, or any party succeeding to the interest of the Declarant by assignment, sale or foreclosure, shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or

(b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).

7.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. The Manager under the management contract may, at its option, promulgate reasonable rules and regulations in addition to the Rules and Regulations which shall be enforced by the Association in accordance with enforcement of the Rules and Regulations.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association and, if the Declarant owns any Unit in the Condominium, the prior written permission of the Declarant, which permission may also be denied in the sole discretion of the Declarant. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining Unit or part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the total of the affected Percentage Interests of the Units so combined.

8.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the Waukesha County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Waukesha County Register of Deeds. If the Declarant still owns a Unit within the Condominium, the Declarant's written approval shall be required for the effectiveness of such boundary relocation, which approval may be denied in the Declarant's sole discretion. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

8.03 Separation of Units.

(a) No Unit may be separated into two (2) or more Units.

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may

be charged as a special assessment to the affected Units in accordance with Section 7.07.

8.05 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.05 shall authorize the maintaining of an office at which customers or clients customarily visit and the same is prohibited. Notwithstanding anything contained herein to the contrary, Developer and/or Developer's agent, shall have the right to utilize any Unit or Units as a "model" open to the public for viewing.

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) the term of any such lease shall not be less than one (1) year;
- (b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. A copy of each lease of all or any part of a Unit shall be filed with the Association within five (5) business days of such lease's effectiveness. The restrictions against leasing contained in this Section 8.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 Signs. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the

Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. This provision shall be enforced by the Association to the extent permitted by law.

8.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers or otherwise in appropriate disposal.

8.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any portion of the grass or lawn at any time.

8.11 Animals. Unit Owners shall be allowed to keep up to two (2) cats or dogs per Unit or any combination of cats and dogs and further subject to applicable local ordinances. No Rottweilers or Pit Bulls or other potentially vicious breeds of dog which would impair the Association's ability to obtain an HO-6 policy or its equivalent or will increase the cost of such insurance shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. No animal shall unreasonably disturb any Condominium resident; and no animal shall be left unattended in any portion of the Common Elements. All animals must be registered with the Association; and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up after their animals regardless of the circumstances.

8.12 Landscaping; Use of Common Elements. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association. No Unit Owner may use any portion of the Common Elements (other than Limited Common Elements appurtenant to such Unit Owner's Unit) for its exclusive use and control. No Unit Owner may construct or install upon the Common Elements any shed, gazebo, lawn ornament or any other object or improvement.

ARTICLE IX

INSURANCE

9.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance; Directors' and Officers' Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums

for such insurance shall be Common Expenses. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. All premiums for such insurance shall be Common Expenses.

9.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least \$500,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice; and such amount may be accomplished using an umbrella coverage policy. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. *Unit Owners are encouraged to submit copies of the Condominium Declaration for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.*

9.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds.

Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to Condominium; and (3) so long as the Declarant still owns a Unit within the Condominium, the Declarant approves in writing the variance, which approval may be denied in the Declarant's sole discretion. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. Except as otherwise provided in Section 10.01, in all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06 Surplus in Construction Funds. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07 Partition and Sale upon Consent. If (a) following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any equipment, fixtures or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

11.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. Further, so long as Declarant still owns a Unit within the Condominium, Declarant's approval of such variance shall also be required, which approval may be denied in Declarant's sole discretion. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Condominium, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special

Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be calculated by dividing one (1) by the number of Units which exist after the taking. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 Partition and Sale Upon Consent. If, (a) pursuant to Section 11.02, the Association determines that, following a taking of all or part of the Common Elements, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

(d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract.

(e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VII above by the owner of any Unit securing the mortgage or land contract.

(f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract.

(g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

12.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's

unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Declarant shall have the right to make amendments to this Declaration as expressly provided in this Declaration and to clarify ambiguities and correct errors without the written consent of the any of the Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of Cedarburg or the County of Waukesha to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of

thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII.

ARTICLE XV

GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Cedarburg and County of Waukesha or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done 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 for cause in the discretion of the board of directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws 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 for service of process specified in Section 15.06. All 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.

15.04 Severability. 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 unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium or the expanded Condominium. In addition to the rights regarding easements for utilities described in Section 15.01 above, Declarant shall have the authority during any period in which Declarant maintains control of the Association to grant any easements as may be required in connection with the development of the Condominium.

15.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Stone Lake Development, Inc. at 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

15.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

15.08 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed
this day _____ of _____, 2023.

STONE LAKE DEVELOPMENT, INC., a
Wisconsin corporation

By: _____
Craig Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____ 2023, Craig
Caliendo, as President of Stone Lake Development, Inc, a Wisconsin corporation,
who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by
and should be returned to:

Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT A - CONDOMINIUM LAND LEGAL DESCRIPTION

EXHIBIT B

CONDOMINIUM PLAT

PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

DECLARANT: STONE LAKE DEVELOPMENT, INC.

NOTES:

- COMMON ELEMENTS ARE ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS.
- REFER TO SECTION X OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
- THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAT ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER SIMILAR FEATURES OF THE EXPANSION LANDS, INCLUDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, GENERAL COMMON ELEMENTS, AND THE UNITS.
- THE 60' WIDE PUBLIC ROAD RIGHT-OF-WAY OF STONE LAKE CIRCLE AND FUTURE ROADWAY STUB WAS DEDICATED BY CSM NO. XXXX, WHICH WAS RECORDED AS DOCUMENT NO. XXXXXXXX. SEE SHEET 2.

CONDOMINIUM LANDS:

LOTS ONE (1), AND TWO (2) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCELS CONTAIN 1,238,681 SQUARE FEET OR 28.4362 ACRES.

EXPANSION LANDS:

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. XXXX, BEING PART OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG AND THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 497,855 SQUARE FEET OR 11.4292 ACRES.

SURVEYOR'S CERTIFICATE:

I, ANTHONY J. GROMACKI, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES, PREVIOUSLY DEDICATED PUBLIC ROADS, ENCUMBERING EASEMENTS, AND THE LOCATION OF IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF "STONE LAKE CONDOMINIUM" AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE BUILDINGS CONTAINED IN THE UNITS OR THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

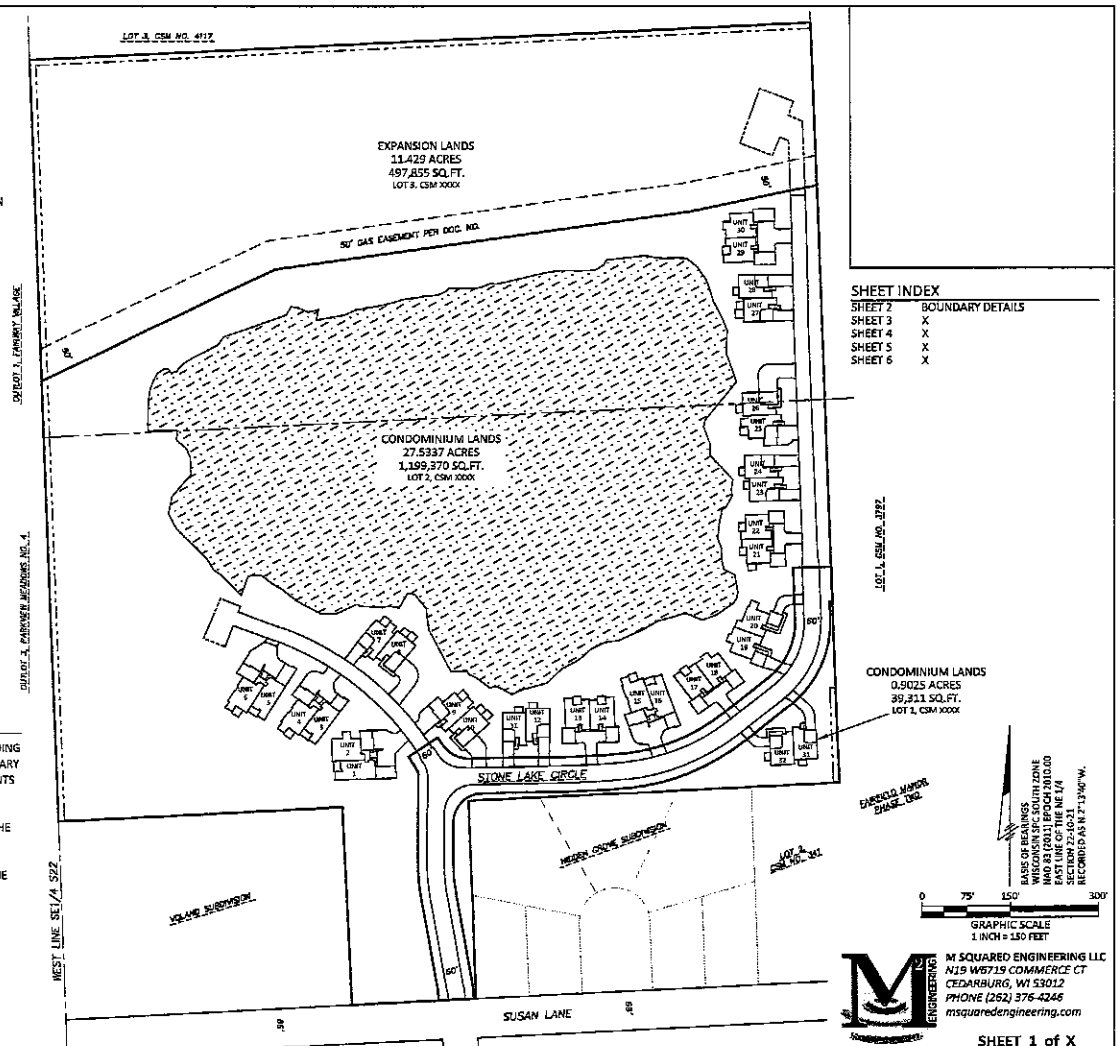
PRELIMINARY

ANTHONY J. GROMACKI, PLS-2090

DATE



THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090



M SQUARED ENGINEERING LLC
N19 W5719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

SHEET 1 of X

PRELIMINARY

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG AND TOWN OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

CURVE TABLE

NO.	ARC	RADIUS	DELTA	CHORD	DIST.	TANGENT	TANGENT
C1	8.28	70.00	5°45'31"	N06°54'34"W	8.25	N03°31'48"W	N10°17'19"W
C2	15.39	130.00	5°45'31"	N06°54'34"W	15.39	N03°31'48"W	N10°17'19"W
C3	64.46	353.37	10°27'04"	N05°09'47"W	64.37	N00°09'45"E	N10°17'19"W
C4	75.40	413.37	10°27'04"	N05°09'47"W	75.30	N00°09'45"E	N10°17'19"W
C5	77.53	50.00	88°50'52"	N44°55'11"E	70.00	N89°00'37"E	N00°09'45"E
C6	5.15	9.21	32°00'45"	N15°50'38"W	5.08	N00°09'45"E	N31°51'00"W
C7	12.90	470.00	1°34'23"	N32°38'12"W	12.90	N31°51'00"W	N33°25'24"W
C8	14.55	580.00	1°34'23"	N32°38'12"E	14.55	S31°51'00"E	S33°25'24"E
C9	53.14	51.48	59°08'23"	S61°25'11"E	50.82	S31°51'00"E	N89°00'37"E
C10	96.42	1205.82	4°34'53"	N86°43'11"E	96.39	N89°00'37"E	N84°25'44"E
C11	101.22	1255.82	4°34'53"	N86°43'11"E	101.19	N89°00'37"E	N84°25'44"E
C12	219.12	381.61	32°52'56"	N67°58'46"E	216.12	N54°25'44"E	N51°21'48"E
C13	164.66	321.61	32°52'56"	N67°58'46"E	162.14	N54°25'44"E	N51°21'48"E
C14	112.40	120.00	53°40'07"	N24°41'45"E	108.34	N51°21'48"E	N02°08'19"W
C15	168.60	180.00	53°40'07"	N24°41'45"E	162.51	N51°21'48"E	N02°08'19"W

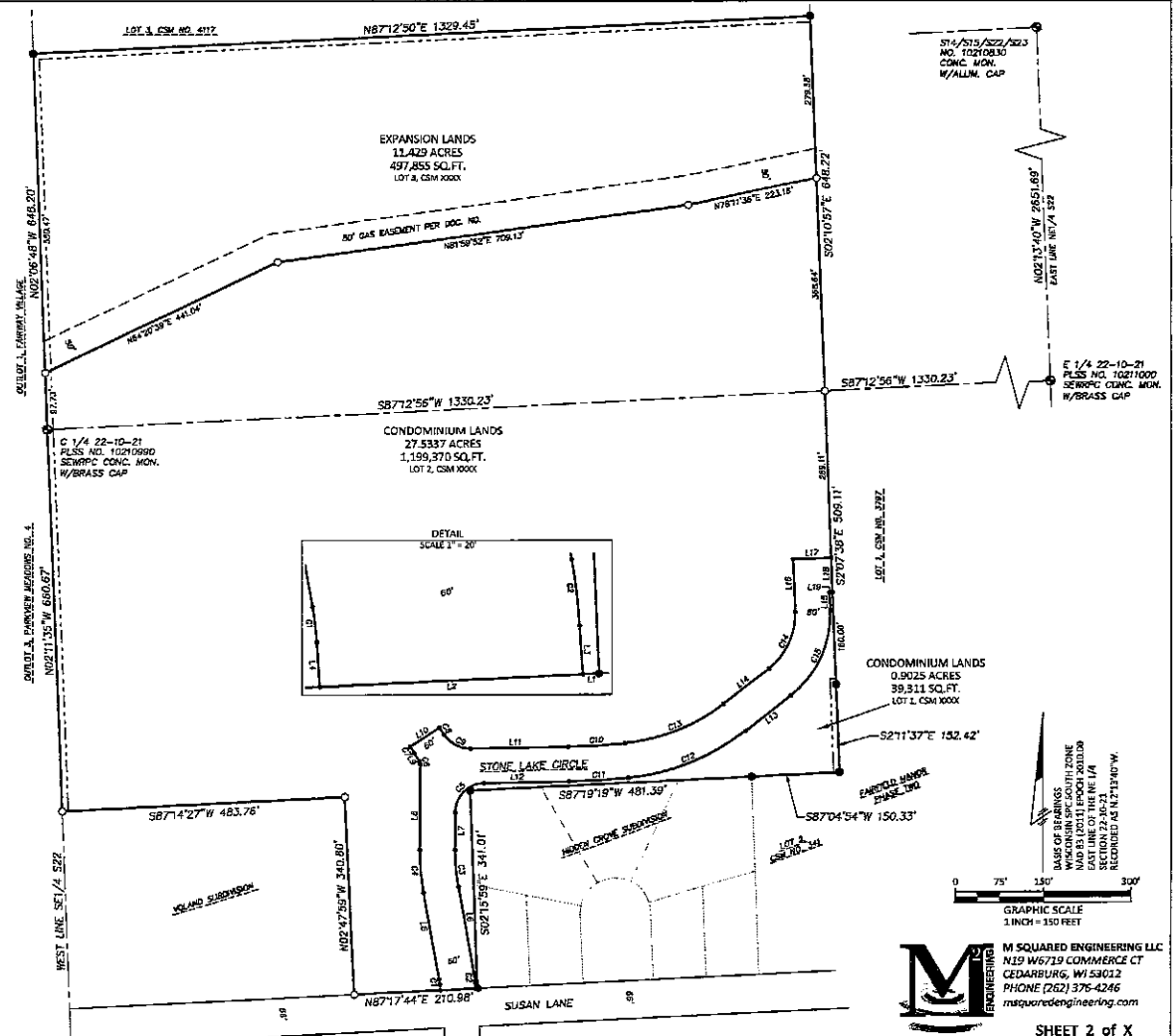
LINE TABLE

NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	S87°17'44"W	3.69	L11	N39°00'37"E	168.00
L2	S87°17'44"W	50.01	L12	N89°00'37"E	145.43
L3	N03°31'48"W	11.27	L13	N51°21'48"E	98.54
L4	N03°31'48"W	10.40	L14	N51°21'48"E	98.54
L5	N10°17'19"W	151.91	L15	N02°08'19"W	31.24
L6	N10°17'19"W	151.91	L16	N02°08'19"W	91.24
L7	N00°09'45"E	69.69	L17	N87°51'41"E	64.82
L8	N00°09'45"E	146.40	L18	S02°07'38"E	60.00
L9	N31°51'00"W	16.87	L19	N87°51'41"E	4.81
L10	N56°34'38"E	90.00			

LEGEND

- FOUND PLUS MONUMENT PER SEWRPC DOSSIER
- FOUND 1.5" O.D. (1" I.D.) IRON PIPE
- FOUND 3/4" x 18" REBAR - PER CSM XXXXX
- EXTERIOR BOUNDARY LINE
- - - CITY-TOWN MUNICIPAL BOUNDARY LINE
- - - EASEMENT LINE
- - - PLUS LINE

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 375-4246
msquaredengineering.com

SHEET 2 of X

EXHIBIT C - CONDOMINIUM EXPANSION LANDS

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date: December 2, 2024

General Information:

Agenda Item: 7.F.

Applicant:

Robert Bach, d/b/a P2 Development Company

Property Owner:

Concord Apartments LLC.

Requested Action:

Review and approval of Building, Site, and Use plans to add a fourth/final 8-unit multi-family residential building to this site.

Current Zoning:

Rm-2 Multi-Family Residential District

Current Master Plan Classification:

High Density Residential

Surrounding Zoning/Land Use:

North: Rm-2

South: Rm-2

East: M-2 General Manufacturing District

West: Rm-2

Lot Size:

~ 2.25 acres

Location:

N142 W6196-6212 Concord Street

Discussion:

‘Multiple-family dwellings with a maximum of eight dwelling units per structure’ is listed as a permitted use in the Rm-2 Multi-Family Residential District.

The applicant proposes to fill in the remaining buildable area of this site with an 8-unit multi-family residential building. The units proposed are 3-bedroom, 2.5 bath with 2-stall attached garages. To prevent garage doors from being blocked by others, the applicant describes the spaces in front of the garages as driveways. These driveways result in elimination of ~18 existing parking stalls from the site. Overall, based on the total of 32 units on the site, required number of stalls would be 48. Fifty-two stalls are provided. The 3 existing buildings (24

units) must be provided with 36 stalls unto themselves, based on Code. Thirty-six stalls accessible to those units are provided.

Architecturally, the proposed new building is dissimilar to the existing buildings on the site and surrounding sites as to style, materials, and colors. By Code, overall height (TBD), may not exceed 35 feet.

Required minimum lot area in the Rm-2 District is 10,800 sq. ft. or 3,300 sq. ft. per 2-bedroom dwelling unit, whichever is greater. In this case, with 32 total units (if all are 2-bedroom or larger) the required lot size would be 2.42-acres (i.e., $3,300 \times 32 = 105,600 / 43,560 = 2.42$). This lot is only 2.25-acres in size. The applicant could reduce the unit count in the new building if/as necessary to comply with the minimum lot size requirements. Alternatively, if the Plan Commission favors the scale of this plan as to overall density, the applicant could apply for Planned Unit Development (PUD) rezoning where increased density may be recommended by the Plan Commission on review of such things as :

- a.** Whether the project will provide better utilization of the land than would otherwise be realized if the site were developed with the density requirements of the underlying district or as a PUD without an increased density.
- b.** Whether the project makes adequate provisions such that an increase in residential density will not have an unreasonable adverse effect on neighboring properties, existing and/or proposed public rights-of-way and/or municipal and other public services as a result of the type, intensity and frequency of the use(s) associated with the proposed project.
- c.** Whether the structures proposed for the project are harmonious with existing nearby structures and land uses.
- d.** Whether building materials have been selected and are proposed to be utilized in a manner that is harmonious with the natural environment and the general character of other buildings and structures in the vicinity of the proposed development.
- e.** Whether the proposed project will result in the construction or upgrading of specific public infrastructure improvements that will benefit the public at no cost to the city.
- f.** Whether the proposed project will enhance an existing structure that is deemed beneficial to the character of the neighborhood where it is situated.

The Common Council would have to ratify a rezoning to PUD.

Maximum permitted floor area ratio in the Rm-2 District is 75%. Floor area ratio is defined as ‘The mathematical expression determined by dividing the total floor area of a building by the area of the lot on which it is located, (i.e., Total Floor Area of all Buildings on the Lot/Lot Area)’. The Planner is looking for clarification as to the basis for the applicant’s calculations in this respect. Maximum total square footage within the buildings, cumulatively, on this lot should not exceed ~73,507 sq. ft.

A new dumpster storage area/corral is proposed on the site. Detailed plans have not been provided as to design, size and materials.

The plans do comply with the required setbacks from lot lines (*including the requirement for 25-foot rear yard setback*).

A suitable landscaping plan is presented that treats the outer yard areas with a mixture of deciduous trees over lawn, and the foundation with a variety of perennial plants around the north, east and west sides of the building.

A suitable lighting plan is proposed using decorative coach lights at the front and back entries to each unit. Lumen intensity per fixture appears to comport with a 75–100-watt bulb.

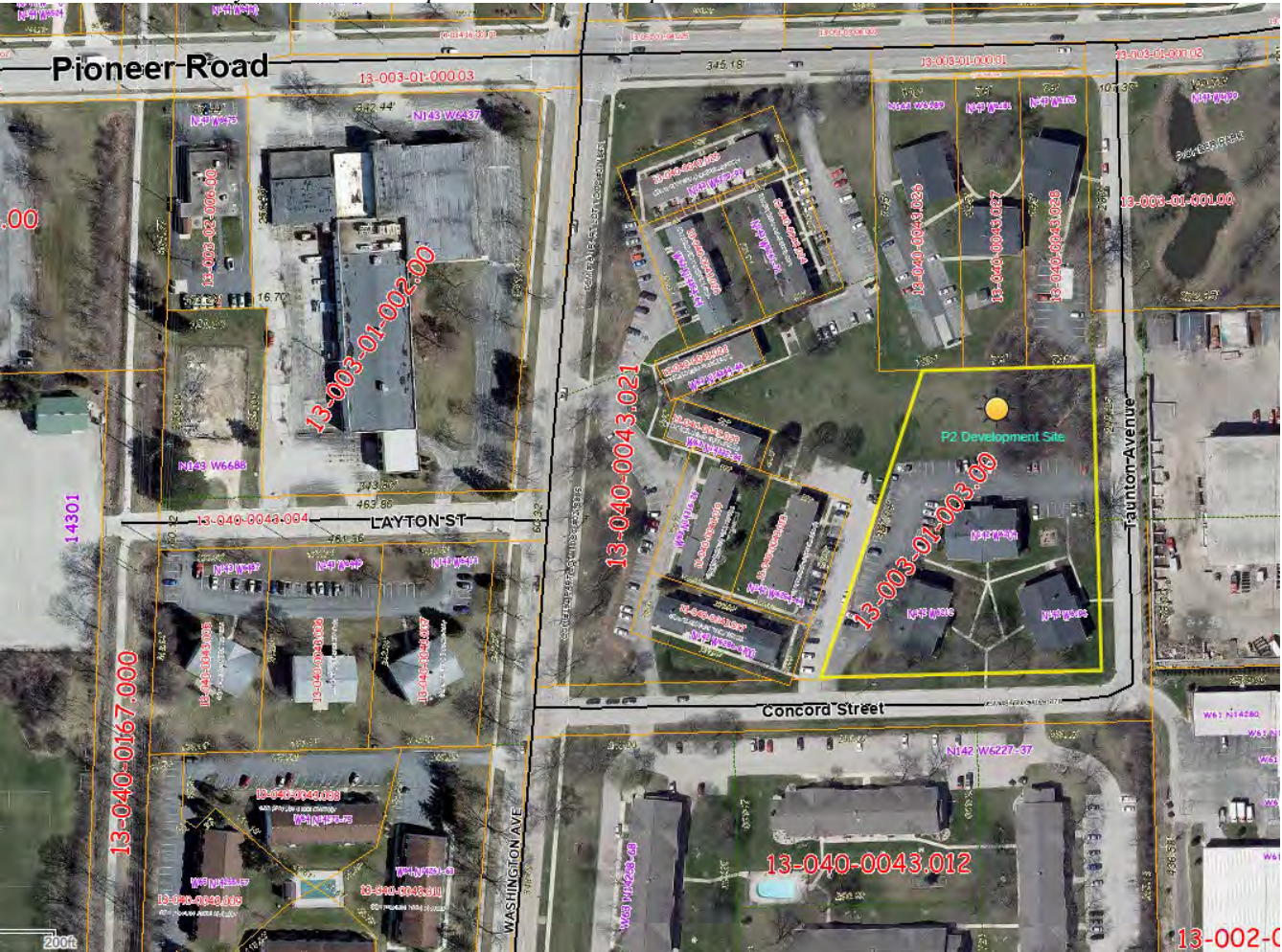
Google Maps Street Views



Google Maps Street Views-continued



2022 Ozaukee County GIS Aerial Map View – P2 Development Site



Recommendation:

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

- 1) Density must be reduced to comport with Code standard for minimum lot size – or the site must be rezoned to PUD and the density permission expanded thereunder.
- 2) Planner review and approval as to compliant maximum floor area ratio based on further details being submitted by the applicant.
- 3) Applicant to return to Plan Commission for final/detailed color and material samples approval.
- 4) Final review and approval by the Planner as to the proposed dumpster corral size, location, materials, and design.
- 5) City Engineer review and approval of the grading, drainage, stormwater management, erosion control and utility plans prior to issuance of a building permit.
- 6) Building height may not exceed 35 feet.
- 7) Applicant to comply fully with the Code requirements of the Fire Department including, for instance, the following preliminary comments received:
 - Separation construction will need to be inspected prior to enclosure to ensure compliance with SPS requirements.
 - Ensure 150' to closest fire department vehicle access is available. Based on rough measurements with available information, this may be noncompliant.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: N142W6196 Concord St.

APPLICANT/BUSINESSNAME: P2 Development Company

APPLICANT/BUSINESS ADDRESS: 524 Technology Way Saukville, WI 53080

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

PHONE: 414-573-1147 EMAIL: robert3bach@gmail.com

PROPERTY OWNER (IF DIFFERENT): _____

PROPERTY OWNER MAILING ADDRESS: _____

PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

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

DESCRIBE REQUEST: building 8 unit, townhouse style apartment

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@CITYOFCEDARBURG.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: Robert Bach DATE: 11/11/2024

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ 350.00 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 11/12/2024

APPLICATION AND FEE RECEIVED BY: Theresa Hanaman PLAN COMMISSION MEETING DATE: 12/02/2024

ATTACHMENTS (CHECK IF RECEIVED):

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

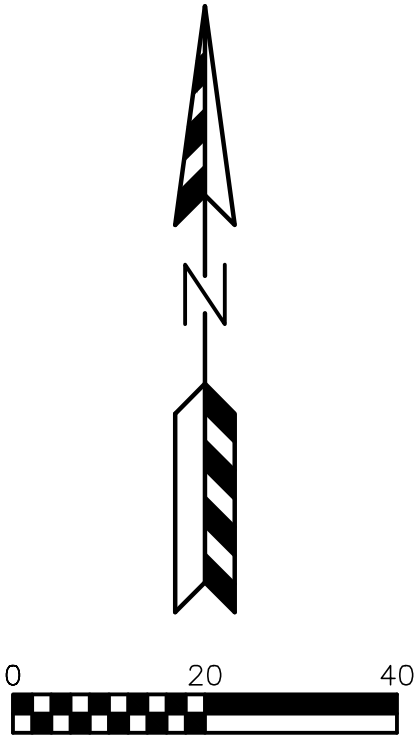
PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: 13-003-01-003-00

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

Written Description of Request

N142W6196 Concord St. Cedarburg

On this existing property, there are 3 older 8 family apartment buildings. The lot is sufficient to build an additional 9 units. We are proposing an 8 unit, townhouse style building, each unit having 3 bedrooms with an attached 2 car garage. Our plans meet all of the set back requirements, height requirements and floor area ratio requirements. Total parking required is 48 and we are providing 52 parking stalls outside along with (8) 2 car garages.



PAVING LEGEND	
	ASPHALT PAVEMENT 8" CRUSHED AGGREGATE BASE COURSE 2 1/4" ASPHALTIC BINDER 3 LT 56-28 S 1 3/4" ASPHALTIC SURFACE 4 LT 56-28 S
	CONCRETE SIDEWALK 4" CRUSHED AGGREGATE BASE COURSE 5" CONCRETE
	TRASH ENCLOSURE APRON 6" CRUSHED AGGREGATE BASE COURSE 7" CONCRETE

SITE INFORMATION BLOCK		
Site Address:	N142 W6196-6212 Concord Street	
Legal Description:	Unplatted	
Site Acreage:	2.24 Acres	
Current Zoning:	RM-2	
Building & Paving Setback Requirements		
	Building	Paving
Front	25 feet	5 feet
Side	20 feet	5 feet
Rear	25 feet	5 feet
Parking Stall Requirements		
Multi-Family	1.5 stalls/ dwelling unit	
Number of Units	32	
Stalls Required:	48	
Stalls Provided:	52	
Proposed Site Areas		
Description	Area (sf)	% Impervious
Building	27,420	28.01
Asphalt/Concrete	27,795	28.39
Total Impervious	55,215	56.40
Lawn	42,684	43.60
Total	97,899	100.00

SITE PLAN NOTES:	
1.	DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
2.	WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH.
3.	ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

REVISIONS:	
NO.	DESCRIPTION

PSE

P

PARISH SURVEY & ENGINEERING

122 Wisconsin Street, West Bend, WI 53095

262.346.7800

www.parishse.com

PROJECT TITLE:

PROPOSED TOWNHOME

N142 W6212 CONCORD STREET

CEDARBURG, WI 53012

PLAN TITLE:

PROPOSED SITE

PLAN

DRAWN BY:

KJP

DESIGNED BY:

KJP

CHECKED BY:

KJP

PLAN DATE:

11/8/2024

PROJECT NO:

VPD-18-24\

CONCEPT

SHEET NO:

C1.02



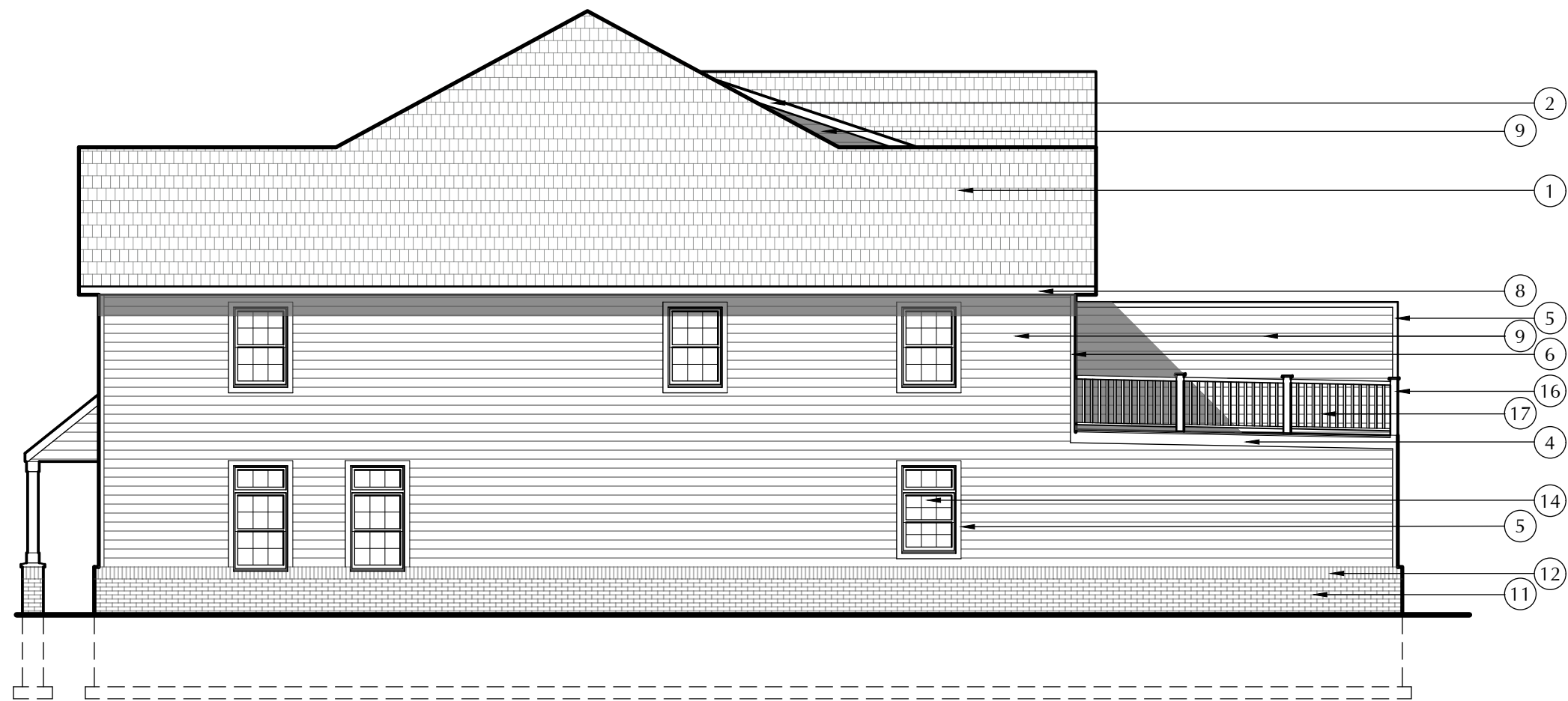
NORTH ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

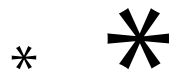
1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

- EXTERIOR MATERIALS
- 1. Composition Shingles.
 - 2. 5.50" 440 Series LP SmartSide Trim Rake Fascia. Color: Snowscape White
 - 3. 5.50" 540 Series LP SmartSide Trim Friese Fascia. Color: Snowscape White
 - 4. 7.21" 540 Series LP SmartSide Trim Friese Fascia. Color: Snowscape White
 - 5. 3.50" 540 Series LP SmartSide Trim Casing. Color: Snowscape White
 - 6. 3.625" 540 Series LP SmartSide Trim Outside Corner. Color: Snowscape White
 - 7. 440 Series LP SmartSide Trim on 6x6 post. Color: Snowscape White
 - 8. Pre-finished gutter on 5.50" 440 Series LP SmartSide Trim Lave Fascia. Color: Snowscape White
 - 9. 7.84" 38 Series LP SmartSide Lap Siding. Color: Quarry Gray
 - 10.38 Series LP SmartSide Cedar Texture Shakes. Color: Tundra Gray
 - 11.Modular Face Brick Veneer.
 - 12.Brick Soldier Course.
 - 13.Beveled Cast Stone Cap.
 - 14.Pre-finished Composite Double-Hung Window.
 - 15.Pre-finished Composite Sliding Patio Door.
 - 16.Pre-finished Composite Railing System Post with Cap.
 - 17.Pre-finished Composite Railing System Rails and Ballusters.
 - 18.Pre-finished Insulated Steel Raised Panel Overhead Door.
 - 19.5.50" 440 Series LP SmartSide Trim Lave Fascia. Color: Snowscape White
 - 20.540 Series LP SmartSide Trim. Color: Snowscape White



TAUNTON AVENUE
CITY of CEDARBURG, OZAUKEE COUNTY

Issue:
11 NOVEMBER 2024

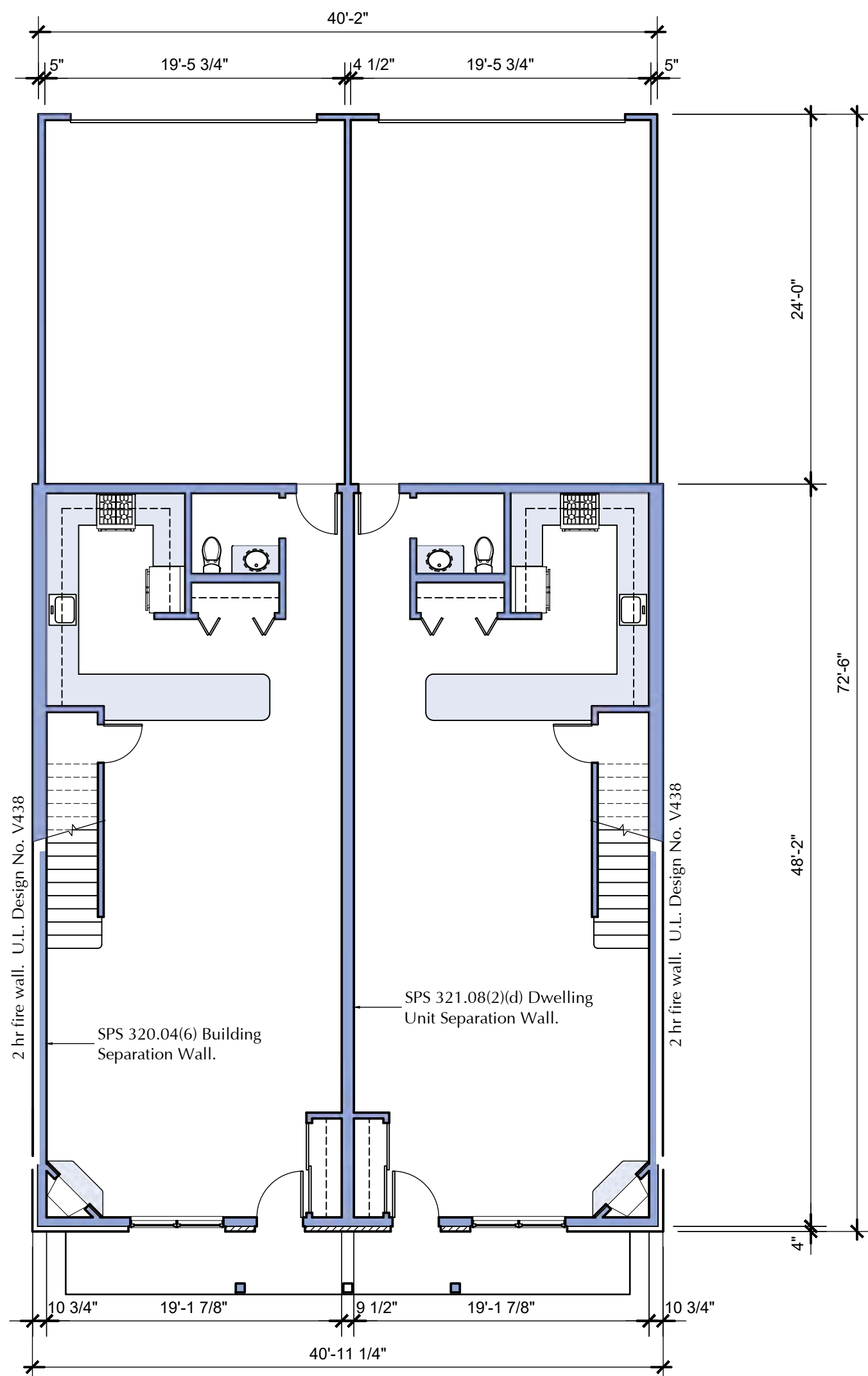
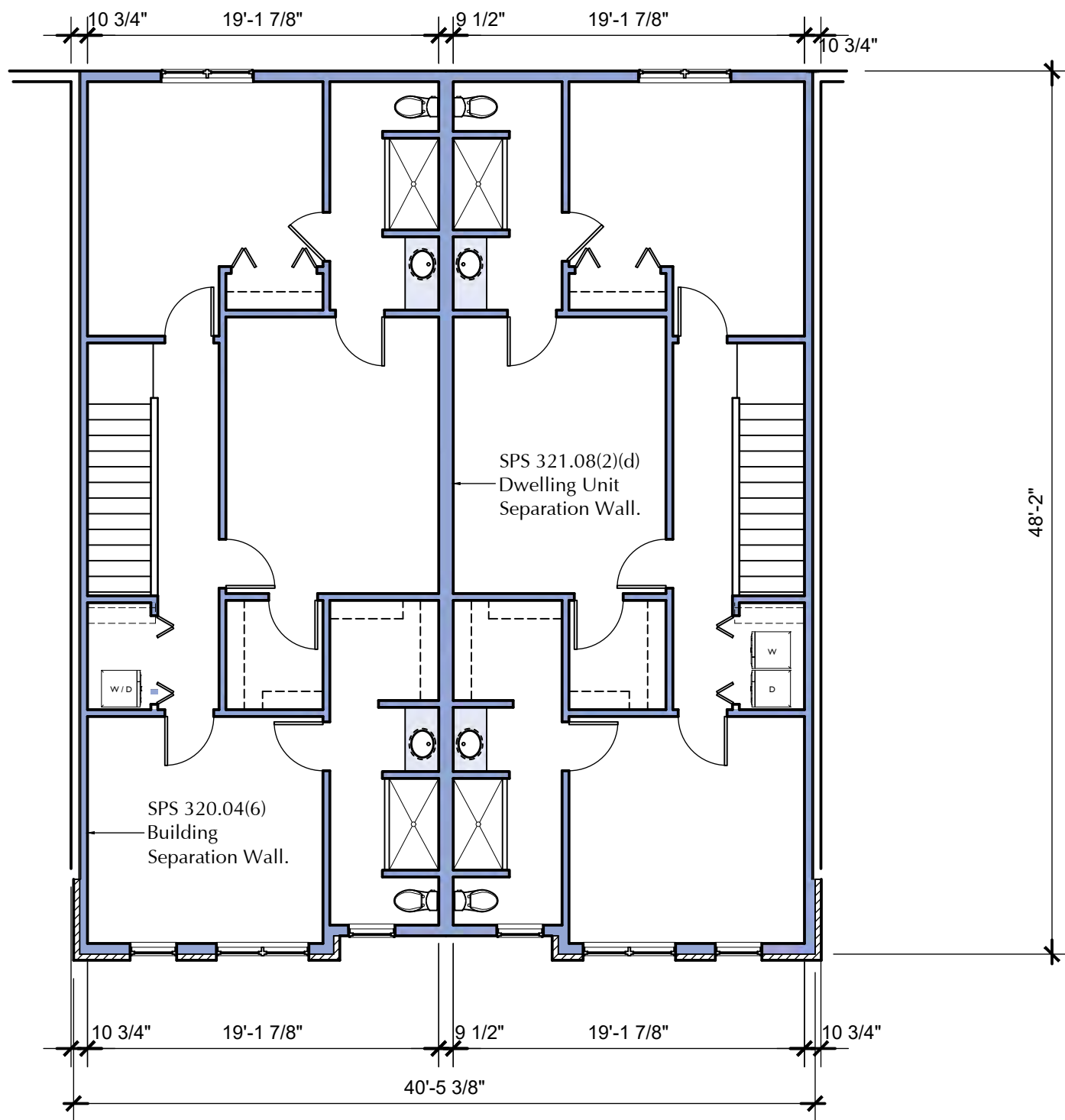
Document Date:
11 NOVEMBER 2024

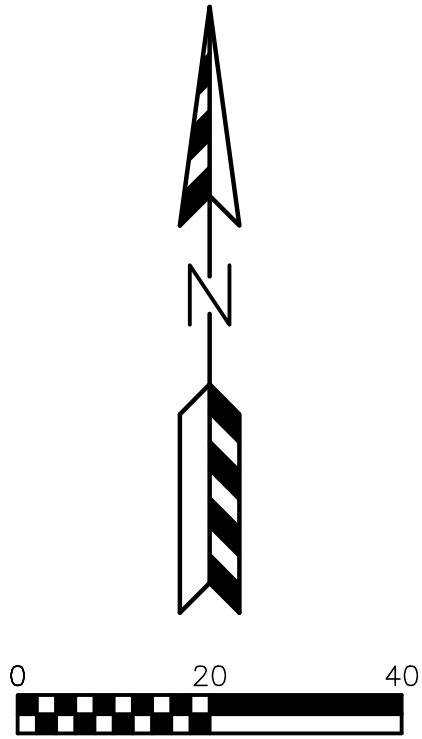
Project Number:
24P205

Sheet Title:
ELEVATIONS

Sheet Number:

A-201





LANDSCAPE PLANT LIST						
Key	Qty	Size	Scientific Name	Common Name	Root	Mature Size
13 Canopy Trees						
GB	4	2-1/2"	Ginkgo Biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	BB	25'x45'
GT	4	2-1/2"	Gleditsia Triacanthos 'Imcole'	Imperial Honeylocust	BB	35-40'
TA	3	2-1/2"	Tillia Americana 'Redmond'	Redmond Linden	BB	35-40'
QR	2	2-1/2"	Quercus Robur 'Fastigiata'	Columnnar English Oak	BB	45'x15'
8 Deciduous Shrubs						
HB	8	2 GAL	Hydrangea Paniculata 'Bobo'	Bobo Hydrangea	POT	3'x3'
82 Perennials						
NF	11	1 GAL	Nepeta x faasseni 'Walker's Low'	Walker's Low Catmint	POT	18"-24"
CA	40	1 GAL	Calamagrostis Acutiflora 'Karl Forester'	Karl Forester Grass	POT	42"-48"
SA	10	1 GAL	Sedum x 'Autumn Joy'	Autumn Joy Sedum	POT	18"-24"
HP	18	1 GAL	Hemerocallis x 'Pardon Me'	Pardon Me Daylily	POT	18"-24"
HS	3	1 GAL	Hemerocallis x 'Stella d'Oro Daylily'	Stella d'Oro Daylily	POT	18"-24"

NOTES:

Designated turf areas to receive a minimum of 4" of topsoil, bluegrass seed mix, starter fertilizer, and straw mat mulch. Individual trees in lawn areas to receive shredded hardwood bark mulch plant rings (4' diameter) spread to a depth of 3" Foundation plantings beds and areas between driveways to be mulched with #2 washed stone spread to a depth of 3" over weed barrier fabric.

Designated planting beds to be seperated from lawn areas with 5" black vinyl edging.

Owner will be responsible for landscape maintenance after completion and acceptance of the project.

LANDSCAPE LEGEND:

- FOUNDATION PLANTING BEDS TO BE MULCHED WITH SHREDDED HARDWOOD BARK MULCH SPREAD TO A DEPTH OF 3" OVER WEED BARRIER FABRIC.
- LAWN AREAS TO REVEIVE A MINIMUM OF 6" OF TOPSOIL, STARTER FERTILIZER, BLUEGRASS SEED, AND STRAW MAT MULCH.

REVISIONS:	
NO.	DESCRIPTION

PSE

PARISH SURVEY & ENGINEERING

122 Wisconsin Street, West Bend, WI 53095

262.346.7800

www.parishse.com

PROJECT TITLE:
**PROPOSED TOWNHOME
N142 W6212 CONCORD STREET
CEDARBURG, WI 53012**

PLAN TITLE:
**LANDSCAPE
PLAN**

DRAWN BY:
KJP

DESIGNED BY:
KJP

CHECKED BY:
KJP

PLAN DATE:
11/8/2024

PROJECT NO:
\PD-18-24

CONCEPT

SHEET NO:
C1.03

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: December 2, 2024

General Information:

Agenda Item: 7.G.

Applicant/Property Owner:

Jason Ahrens of Distinctive Design, as agent for the property owner Ormsby Acquisitions, LLC

Request:

Review, discussion and possible approval to add a food truck and outdoor walk-in freezer at this site.

Current Zoning:

B-3 Central Business District with (HPD) Historic Preservation District Overlay

Current Master Plan Classification:

Commercial

Surrounding Zoning/Land Use:

North: B-3 w/ HPD

South: B-3 w/ HPD

East: Washington Avenue

West: Rs-6 Single-Family/Two Family Residential

Lot Size:

.18 acres (7,840 sq. ft.)

Location:

W63 N674 Washington Avenue

Discussion:

The applicant requests approval to:

- 1) Permanently place a ~150 sq. ft. food truck on the site in the north side aisle-way, north of the principal building and east of the dumpster corral. This trailer will stand ~8-feet tall (~10 feet to the top of the roof mounted exhaust fan/ air conditioner unit).

- Planner Remarks:

- An example rendering/picture is offered of a similar food truck. The applicant states that their version of this food truck would be painted aluminum and include wood accents.
- The food truck appears to meet the definition of “Structure” as set forth in [Section 15-1-17 of the City Code](#). Thereunder is a more specific reference to an “Intrusion Building”, where it guides the reader to consider the [Specific Guidelines for New Construction and Additions](#).
- Refer to [Section 15-1-14\(c\)\(1\)a. & b.](#) of the City Code regarding the general guidelines for restoration, rehabilitation, and new construction.
- [Title 7/Chapter 18](#) - Regulation of Mobile Vendors and Mobile Food Establishments may apply to the applicant, including the provision set forth at Section 7-18-6(a) stating that “The plan commission may grant a temporary use permit to a mobile food establishment for operation in the Historic District Preservation Overlay District for any activity or event that it deems appropriate. The plan commission shall specify the location, hours of operation, and any other restrictions it deems appropriate for the specific activity or event”. This section of the Code defines “Mobile food establishment” as a restaurant or retail food establishment where ready-to-eat food is cooked, wrapped, packaged, processed, served or sold from a vehicle, car, truck, trailer, cart, or similar portable device which may or should be capable of periodically changing locations.

2) Permanently place a 48 sq. ft. walk-in refrigerator-freezer behind/directly north of and attached to the patio bar feature on the site.

- Planner Remarks:

- The unit will stand 7.5 feet tall.
- The roof material is not specified.
- The north, east and west sides are proposed to be enhanced by cladding them with horizontal cedar siding to match the approved exterior material of the patio bar.
- The unit appears to meet the definition of “Structure” as set forth in [Section 15-1-17 of the City Code](#). Thereunder is a more specific reference to an “Intrusion Building”, where it guides the reader to consider the [Specific Guidelines for New Construction and Additions](#).
- Refer to [Section 15-1-14\(c\)\(1\)a. & b.](#) of the City Code regarding the general guidelines for restoration, rehabilitation, and new construction.

[illegible]

On November 14, 2024, the Landmarks Commission considered these accessory uses/structures and recommended approval subject to the following conditions:

Walk-in Freezer

- Commissioner Krimmel made a motion to approve the walk-in refrigerator/freezer unit as proposed with the addition of [dark aluminum or wood trim] around the top of the three walls to diminish the view of the white membrane roof. Commissioner Yip seconded the motion. Motion carried without a negative vote. [Note – condenser unit will be placed inside of the fenced enclosure around the patio bar].

Food Truck/Trailer

- Commissioner Forbes made a motion to approve the trailer, with the stipulation that the stone wall on the west side of the property be raised to 7', and the trailer be moved north so it is along the lot line. If the Plan Commission denies moving the trailer to the lot line, Landmarks Commission members would like a fence erected between the stone walls. The fence would be of the architect's choosing and subject to staff review. Commissioner Yip seconded the motion. Motion carried without a negative vote.

Recommendation:

If the Plan Commission is inclined toward a recommendation for approval in this matter, the Planner would recommend the following conditions be considered for attachment thereto:

- 1) The walk-in freezer shall be as presented on the plans. The roofing may be white membrane. A dark aluminum or wood trim shall be run around the roofline to conceal any side view of the white membrane.
- 2) The condenser unit associated with the freezer shall be placed on the ground inside of the fenced area around the patio bar.
- 3) *Final* colors, materials, and rendering of the proposed food truck/trailer must be submitted back to Staff/Planner for final consideration prior to final action/recommendation to the Plan Commission. These plans must be consistent with the example images presented to date.
- 4) The stone wall on the west side of the property must be raised to 7', and the trailer be moved north so it is along the lot line (vs 3-foot offset). If the Plan Commission denies moving the trailer to the lot line, Landmarks Commission members would like a fence erected between the stone walls.
- 5) Applicant must secure a valid mobile vendor or mobile food establishment license from the city clerk prior to placement of a food truck on this site ref Title 7/Chapter 18 of the City Code prior to the start of operations in the food truck/trailer.
- 6) Applicant to comply fully with all Code requirements specified by the Fire Department as to the proposed food truck/trailer (or permanent accessory structure).
 - Reference for instance, comments received to date including:
 - According to the equipment indicated in the plans that were attached, the trailer shall be equipped with an appropriate hood ventilation system including automatic suppression and extinguishers of appropriate type and quantity.

- This use is difficult to interpret with the fire code as it is cooking in a mobile unit, but by definition would be considered a permanent use.
 - For mobile cooking operations, there is a requirement of a minimum distance of 10' from any other buildings, vehicles, or combustibles. Given the location and distances provided on the plans, this location would not be in compliance with the code.
 - If this were to be considered a permanent “structure”, there would likely be requirements for a fire separation to be present given the proximity to the buildings and lot lines, which cannot be accomplished with a trailer. (As reference, Stagecoach’s new building required a 3-hour fire barrier on the North wall due to its proximity to the lot-line.)
 - The gas supply system for the trailer shall be installed according to the National Gas Code. A shutoff shall be placed in a location acceptable to the fire department, as was done with the other gas-fired appliances included in the patio.
 - I will need to do some more research into whether this would be considered permanent or mobile and what code requirements go along with it.
- 7) Applicant to comply fully with all requirements of the City Engineering and Wastewater Treatment Departments, and Cedarburg Light & Water Department as to connections from this truck/trailer to the City’s sewer and water systems.
- Reference for instance, comments received to date including:
 - Connecting a mobile truck/trailer to fixed infrastructure such as a water lateral or sewer lateral will require that the truck/trailer actually be in a permanently fixed position.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: N63N674 Washington Avenue, Cedarburg, WI 53012

APPLICANT/BUSINESSNAME: Distinctive Design Studio

APPLICANT/BUSINESS ADDRESS: 215 Pine Street, Sheboygan Falls, WI 53085

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

PHONE: (920) 458-5584 EMAIL: jason@distinctivedesignstudio.com

PROPERTY OWNER (IF DIFFERENT): Blind Horse Winery

PROPERTY OWNER MAILING ADDRESS: 6108 Superior Avenue, Kohler, WI 53044

PROPERTY OWNER PHONE: (920) 946-2044 PROPERTY OWNER EMAIL: lrmoeller49@gmail.com

REQUEST FOR (CHECK ALL THAT APPLY):

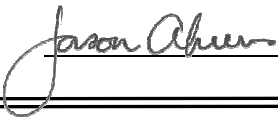
- | | |
|--|--|
| ☐ CONCEPT REVIEW | ☐ CONDITIONAL USE ZONING |
| ☒ SITE/ARCHITECTURAL PLAN APPROVAL | ☐ ANNEXATION REQUEST |
| ☐ SUBDIVISION PLAT OR CSM REVIEW | ☐ VARIANCE/BOARD OF APPEALS |
| ☐ ZONING DISTRICT CHANGE | ☐ OTHER _____ |

DESCRIBE REQUEST: We are requesting a Site and Architectural Plan Amendment. Changes to previously approved plan includes a new walk-in freezer on the north side of the Patio Bar and a Horse Trailer Food Truck located behind the trash corral.

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@CITYOFCEDARBURG.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:  - Owner's Agent DATE: 10/31/2024

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ 100.00 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 11/05/2024

APPLICATION AND FEE RECEIVED BY: Theresa Hanaman PLAN COMMISSION MEETING DATE: 12/02/2024

ATTACHMENTS (CHECK IF RECEIVED):

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

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: 13-079-02-03-004

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

CEDARBURG TASTING ROOM

BLIND HORSE WINERY



PROJECT INFORMATION

PROJECT ADDRESS

W63 N674 WASHINGTON AVE
CEDARBURG, WI 53012

BUILDING CODE

2015 IBC W/ WISCONSIN AMENDMENTS
2015 IEBC W/ WISCONSIN AMENDMENTS
2015 IECC
ANSI A-117.1 2009 ACCESSIBILITY CODE
2010 ADA STANDARDS

USE AND OCCUPANCY

FIRST FLOOR: A-2 ASSEMBLY OCCUPANCY (BAR)
SECOND FLOOR: B - BUSINESS OCCUPANCY (OFFICE)

TYPE OF CONSTRUCTION

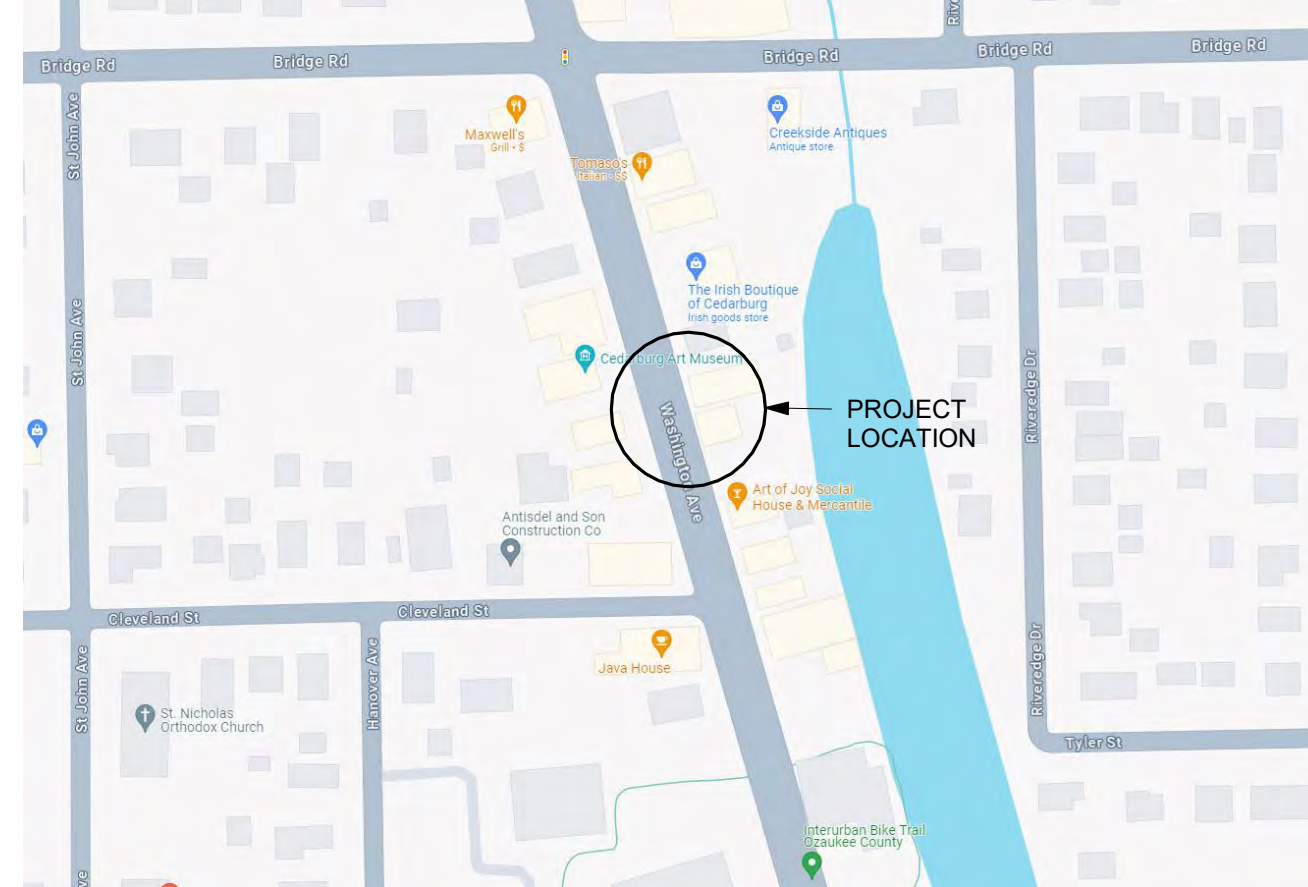
TYPE VB, UNPROTECTED, NON-SPRINKLERED BUILDING

BUILDING HEIGHT & AREA

ALLOWABLE HEIGHT: 40'-0"
ACTUAL HEIGHT: 20' 8"

ALLOWABLE AREA:
A-2 OCCUPANCY: 6,000 S.F.
B OCCUPANCY: 6,000 S.F.

ACTUAL AREA:
A-2 OCCUPANCY: 1,940 S.F.
B OCCUPANCY: 1,800 S.F.



215 PINE STREET
SHEBOYGAN FALLS, WI 53085
PH: (920) 395-1080
WWW.DISTINCTIVEDESIGNSTUDIO.COM

JASON AHRENS
(920) 458-5584
jason@distinctivedesignstudio.com



JOS. SCHMITT CONSTRUCTION
2104 UNION AVE
SHEBOYGAN, WI 53082

PROJECT MANAGER
(920) 457-4426 (OFFICE)

Integrated Structural Engineering, LLC

INTEGRATED STRUCTURAL ENGINEERING, LLC
7700 HILL N DALE COURT
CEDARBURG, WI 53012

PETER C. BARTNIK, P.E.
(920) 470-3119
PETE@ISE-LLC.NET



RESTORATION GARDENS
W4428 COUNTY ROAD 10M
SHEBOYGAN FALLS, WI 53085

CRAIG HARMS
(920) 467-8370
RG@RESGARDENS.COM



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WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.

WHEN PLANS ARE PRINTED ON 12 X 18 PAPER, DRAWINGS ARE REDUCED BY 50%.

SYMBOLS LEGEND

SHEET NUMBERING

DISCIPLINE
FLOOR LEVEL OR SHEET NUMBER

A100

SECTION REFERENCE

DETAIL NO.
SHEET NO.

A101

COLUMN GRID DESIGNATORS

1 A

PARTITION TYPE SYMBOL

PARTITION TYPE
PARTITION

DETAIL REFERENCE

AREA TO BE DETAILED OR ENLARGED
DASHED LINE FOR ENLARGED PLANS ONLY

DETAIL NO.
SHEET NO.

A101

DETAIL NUMBERING

1
1/8" = 1'-0"

DETAIL - View Name
NAME DESCRIBES THE DETAIL

SCALE OF DETAIL UNLESS TYPICAL AND INDICATED IN TITLE BLOCK

LINE TYPE IDENTIFICATION

DIMENSION LINE
NOTE LEADERS
CENTER LINE OR FLOOR LINE
BROKEN LINE, LINE ABOVE OR BELOW, SOFFITS, NIC ITEMS OR FUTURE
REVISION: CLOUD AROUND MOST RECENT REVISION MADE

WALL IDENTIFICATION

DEMO WALLS
EXISTING WALLS
NEW WALLS
FUTURE WALLS

ELEVATION REFERENCE

DETAIL NO.
SHEET NO.

A101

2 A101 4
3
SEQUENTIAL NUMBERING OF ELEVATION SHEET
SHEET NO.

ELEVATION SYMBOLS

LEVEL NAME
XX'-X"

ELEVATION REF
SPOT ELEVATION REF
EXTERIOR ELEVATION KEYNOTE REF

OPENING IDENTIFICATIONS

WINDOW TYPE
WINDOW TYPE - REFER TO EXTERIOR ELEVATIONS FOR LOCATIONS & XXX FOR TYPES.
WINDOW TYPE W/ TRANSOM - REFER TO EXTERIOR ELEVATIONS FOR LOCATIONS & XXX FOR TYPES.
DOOR TYPE
NEW DOOR IN NEW WALL REFER TO OPENING SCHEDULE
@ PERP
4" TYP
(UNO)

ROOM IDENTIFICATION

OFFICE
101
ROOM NAME
ROOM NUMBER
FLOOR

INTERIOR FINISH TAGS

UNIT
INTERIOR ROOM NAME
PT-2 CEILING FINISH
WB-1 WALL FINISH
CPT-1 FLOOR FINISH
CT-1 FLOOR FINISH TRANSITION

SHEET LIST

SHEET #	SHEET NAME	REVISION		CLIENT PRESENTATION	PLAN REVIEW/PERMIT SET	CONSTRUCTION DOCUMENTS	BULLETIN #1	BULLETIN #2	PLAN COMMISSION REVIEW	BULLETIN #3	BULLETIN #4	BULLETIN #6	--
		#	DATE										
GENERAL													
G100	NOTES	6	07/18/2024	*	*	*							
G401	CODE PLANS	6	07/18/2024	*	*	*				*			
CIVIL													
C100	SURVEY	6	07/18/2024	*	*	*			*				
C101	SITE PLAN	10	10/31/2024	*	*	*		*	*		*		
STRUCTURAL													
S101	FLOOR PLANS AND NOTES	6	07/18/2024		*	*	*	*					
S500	SECTIONS	6	07/18/2024		*	*	*	*					
DEMOLITION													
AD100	DEMO PLANS	6	07/18/2024	*	*	*	*	*					
ARCHITECTURAL													
A101	FIRST FLOOR PLAN & SCHEDULES	7	08/08/2024	*	*	*	*	*	*	*	*	*	*
A101.1	DIMENSIONED FLOOR PLANS	7	08/08/2024	*	*	*	*	*	*	*	*	*	*
A102	PATIO BAR PLANS	10	10/31/2024	*	*	*	*	*	*	*	*	*	*
A103	FINISH PLAN AND REFLECTED CEILING PLAN	7	08/08/2024	*	*	*	*	*	*	*	*	*	*
A200	EXTERIOR ELEVATIONS	10	10/31/2024	*	*	*	*	*	*	*	*	*	*
A300	SECTIONS	6	07/18/2024	*	*	*	*	*	*	*	*	*	*
A301	SECTIONS	7	08/08/2024	*	*	*	*	*	*	*	*	*	*
A500	DETAILS	6	07/18/2024	*	*	*	*	*	*	*	*	*	*
INTERIORS													
I102	INTERIOR ELEVATIONS	6	07/18/2024			*	*	*					
I103	INTERIOR ELEVATIONS	6	07/18/2024			*	*	*					
I104	INTERIOR ELEVATIONS	7	08/08/2024			*	*	*			*		
I201	CASEWORK DETAILS	6	07/18/2024			*	*	*		*			
I202	CASEWORK DETAILS	6	07/18/2024			*	*	*		*			
I203	CASEWORK DETAILS	6	07/18/2024			*	*	*		*			
ELECTRICAL													
E101	FIRST FLOOR ELECTRICAL PLAN	8	09/03/2024								*		

#	DATE	DESCRIPTION
1	02/19/2024	CLIENT PRESENTATION
2	02/20/2024	PLAN REVIEW SET
3	03/29/2024	CONSTRUCTION DOCUMENTS
4	04/05/2024	CONSTRUCTION BULLETIN #1
5	05/24/2024	CONSTRUCTION BULLETIN #2
6	07/18/2024	CONSTRUCTION BULLETIN #3
7	08/08/2024	CONSTRUCTION BULLETIN #4
8	09/03/2024	BAR LIGHTING REVISION
9	10/28/2024	RIP RAP REVISIONS PER DNR
10	10/31/2024	CONSTRUCTION BULLETIN #6

CEDARBURG TASTING ROOM

W63 N674 WASHINGTON AVE
CEDARBURG, WI 53012

PROJECT #: 24-002

CONSTRUCTION DOCUMENTS

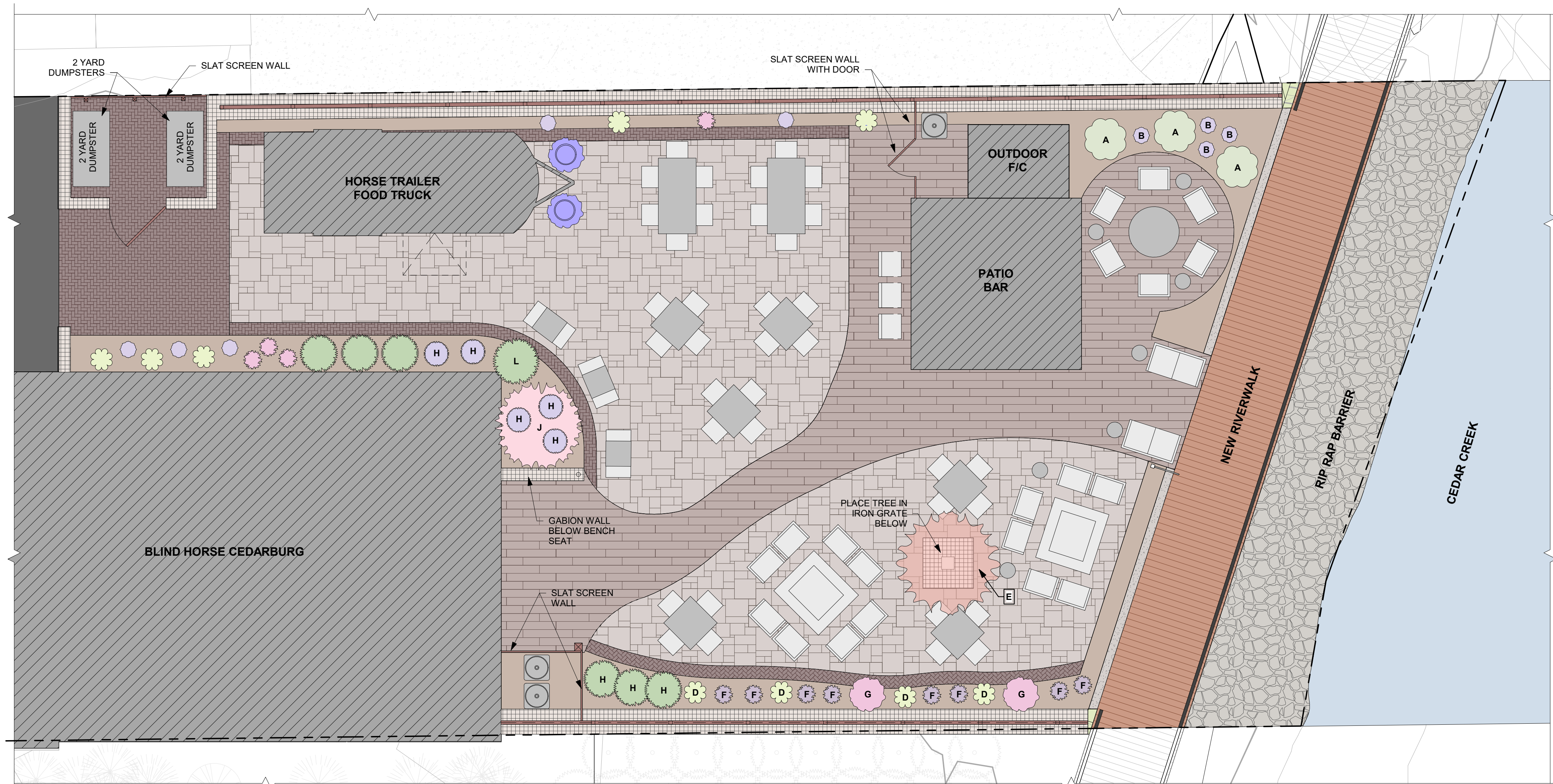
COVER

G000

#	DATE	DESCRIPTION
1	02/19/2024	CLIENT PRESENTATION
2	02/20/2024	PLAN REVIEW SET
3	03/29/2024	CONSTRUCTION DOCUMENTS
6	07/18/2024	CONSTRUCTION BULLETIN #3



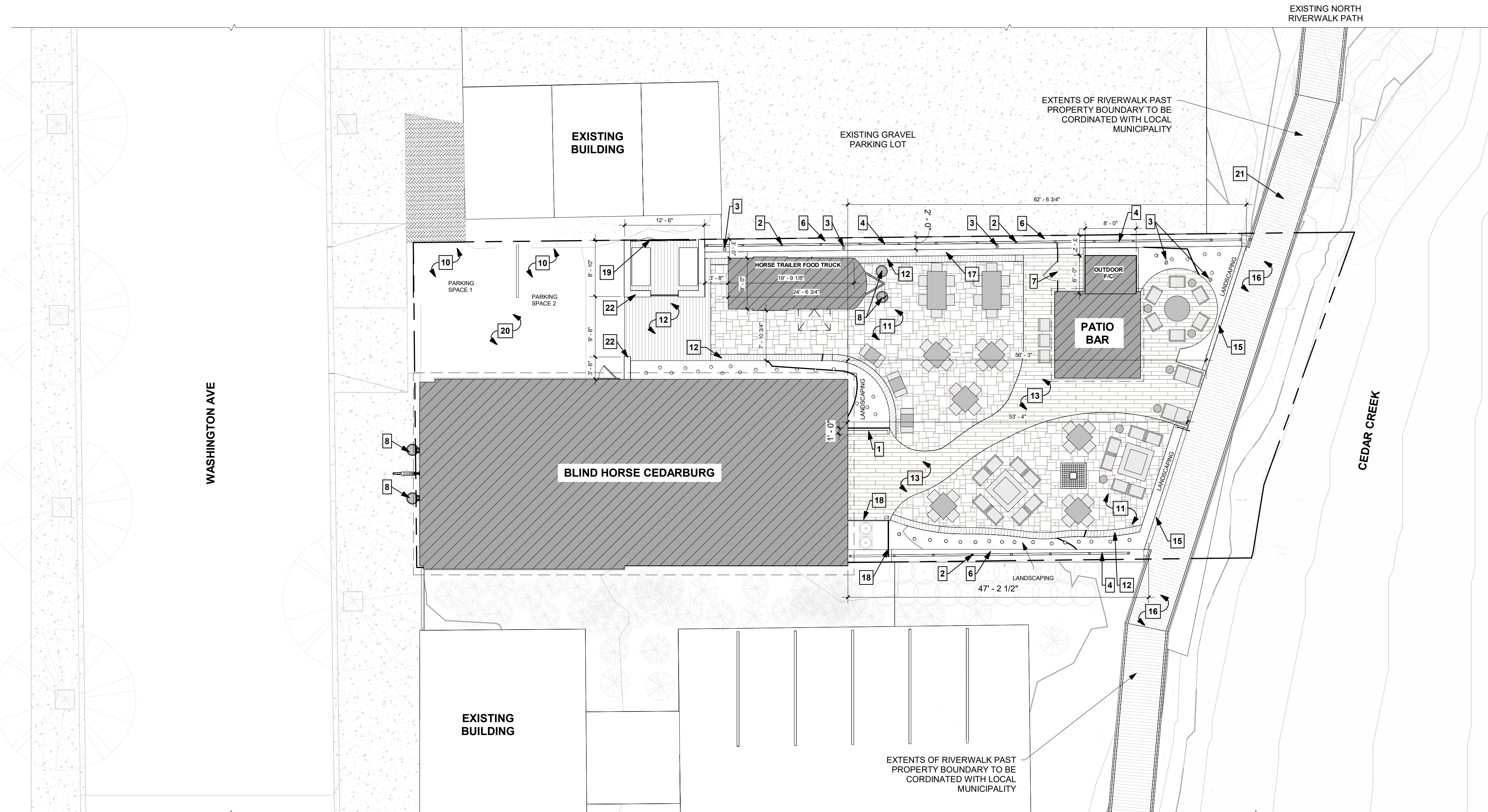
LANDSCAPING KEY		
SYM	SPECIES NAME	QTY
A	BETULA 'PARKLAND PILLAR'	3
B	LAVANDULA 'SWEET ROMANCE'	4
C	HYDRANGEA 'LITTLE LIME PUNCH'	1
D	HOSTA 'DANCING QUEEN'	6
E	CARPINUS 'FIRE SPIRE' (INSTALLED IN PAVER GRATE)	1
F	HEUCHERA 'BLACK PEARL'	8
G	HYDRANGEA 'INVICIBLE RUBY'	2
H	BUXUS 'GREEN VELVET'	3
J	HYDRANGEA PANICULATA 'QUICK FIRE' (TREE)	1
K	SALVIA 'CARDONNA'	5
L	CHAMAECYPARIS 'SOFT SERVE'	1
M	CALAMAGROSTIS BRACHYTRICHA	1



2 SITE PLAN - LANDSCAPING PLAN
3/16" = 1'-0"

SITE PLAN KEYNOTES

1. "NOT USED"
2. FENCE FOOTINGS SET 70" APART TO ACCOMMODATE PANELS SET AT 24" ABOVE GRADE.
3. ALLIANCE FL200 (AGED BRASS) LIGHT FIXTURES. (QTY 5)
4. OUT DEC'D MODULAR PANELS (BLOSSOM 48" X 70" W")
5. "NOT USED"
6. GABIO WALL BASE BELOW OUTDEC'O WALL PANELS.
7. WOOD SLAT FENCE AT BACK OF PATIO BAR.
8. LARGE PLANTER POTS.
9. ARCHPOET FIRE BOWL.
10. PARKING SPACE 8' X 16'-0". PROVIDE (2).
11. BELGARD 'ORIGINS' PATIO PAVERS (DANVILLE BEIGE).
12. BELGARD 'OLD YORK' PATIO PAYER BORDER. (BOURBON).
13. BELGARD 'NOON' RAIL PLANKS (HONEY).
14. "NOT USED"
15. BELGARD 'ASHLAR TANDEM' RETAINING WALL W/ STONE COPING.
16. NEW CONNECTION INTO THE DOWNTOWN CEDARBURG RIVERWALK WALKWAY. (INCLUDES RAILING, WALKWAY, SUPPORT BEAM AND PIERS)
17. GRAVEL LANDSCAPING BED OVER TRENCH DRAIN ALONG ENTIRE NORTH FENCE LINE.
18. A/C UNIT SLAT SCREEN WALL.
19. SLAT SCREEN WALL AT REAR OF TRASH CORRAL.
20. RE-SEAL ASPHALT SURFACE.
21. NEW RIVERWALK PATHWAY TO TIE INTO THE EXISTING ASPHALT RIVERWALK PATHWAY TO THE NORTH
22. DUMSTER CORRAL WALL: 8" CMU W/ STONE VENEER AND WOOD CAP, 4'-0" DEEP FROST WALL FOOTING, VERTICAL REINFORCEMENT AT 0'-0" AND HORIZONTAL JOINT REINFORCEMENT AT 18" O.C. VERTICAL BOND BEAM COURSE AT TOP W/ 2 #5'S AT TOP AND CORNERS.



1 SITE PLAN - BIRDS EYEVIEW
1" = 10'-0"



215 PINE STREET
SHEBOYGAN FALLS, WI 53085

WWW.DISTINCTIVEDESIGNSTUDIO.COM

(920) 395-1090

Date: 11/1/2024

Blind Horse Tasting Room
W63N674 Washington Avenue
Cedarburg, WI 53012

Plan Commission and Landmarks Commission
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

WRITTEN DESCRIPTION AND REQUEST

We are meeting with you today to request a Site and Architectural Plan Amendment to previously reviewed plans. Changes to the site plan include the addition of a walk-in freezer on the north side of the Patio Bar, the addition of a new food truck located on the east side of the trash corral north of the building, and the replacement of the cedar roof shingles on the main building and patio bar. These items are discussed in further detail below.

HORSE TRAILER FOOD TRUCK

While customers will be able to order food inside the building, The Blind Horse would like to place a food truck on site to better serve customers located on the patio. The Horse Trailer Food Truck will be located on the north side of the building behind the dumpster corral and will be hooked up to on-site water, sewer, gas, and electrical. The trailer is 21'-0" long (25'-6" with tongue), 8'-0" wide, and 7'-10" high (10'-0" high including the exhaust fan and A/C unit.) The exterior finishes of the truck are still being finalized but is planned to be painted aluminum with wood accents.

The food truck will operate seasonally only during bar operating hours. The season is expected to run 5 or 6 months out of the year from May through September or October. The anticipated operating hours are:

Monday: Closed
Tuesday through Thursday: 11:30 am to 6:30 pm
Friday through Saturday: 11:30 am to 9:00 pm
Sunday: 11:30 to 5:00 pm

Only food prepared by the Blind Horse will be served from the trailer. It will not be used by outside vendors. Drinks can be purchased from the Patio Bar or from inside the main building. Food will be ordered and served through a pass-thru window on the south side of the trailer that is covered with a 5' deep fold-down awning. The serving area will be illuminated by led lights mounted on the underside of the awning.

WALK-IN FREEZER

The Blind Horse would like to add a 6'-0" deep, 8'-0" wide, 7'-6" high walk-in freezer on the north side of the Patio Bar. The sides of the freezer will be clad with horizontal cedar siding and will be accessed from inside the Patio Bar. The 3'-0" setback from the lot line as required per chapter 13 of the zoning code will be met.

ROOF FINISH REPLACEMENT

The roof of the main building and Patio Bar are due for replacement. The existing roof finish is real cedar shake. In lieu of real a real cedar product, we propose using a durable synthetic cedar shake product manufactured by Brava Roof Tile. This synthetic roofing is a quality product and has better longevity while maintaining a high standard. The product has the appearance of aged cedar shingles and will help preserve the historic feel and appearance of the building as well as the Historic Downtown District.

The following items have been submitted with this written description:

- Land Development Application
- Check in the amount of \$100 for review fees
- Landmarks Commission Application
- Written Description and Request
- Set of drawings
 - o Cover Sheet
 - o Survey
 - o Site Plan and Landscape Plan
 - o Floor Plan and Elevations of Patio Bar
- Two (2) renderings (one view from the street, one view from the boardwalk)
- Blind Horse Food Trailer Information
- Example Food Truck with similar exterior finishes
- Brava Cedar Shake Spec Sheet



Date: 10/31/2024

Blind Horse Tasting Room
W63N674 Washington Avenue
Cedarburg, WI 53012

Plan Commission and Landmarks Commission
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

RENDERINGS



VIEW OF FOOD TRUCK FROM WASHINGTON AVENUE





VIEW OF FREEZER ADDITION FROM BOARDWALK



Date: 10/31/2024

Blind Horse Tasting Room
W63N674 Washington Avenue
Cedarburg, WI 53012

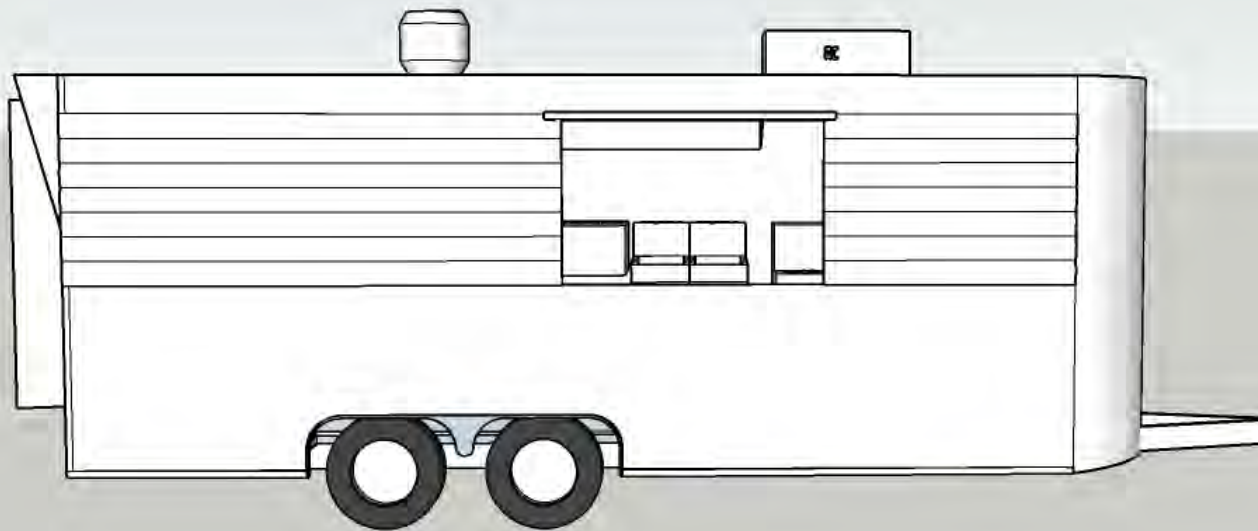
Plan Commission and Landmarks Commission
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

FOOD TRUCK EXAMPLE



IMAGE OF SIMILAR FOOD TRUCK DESIGNED BY SAME COMPANY

**Blind Horse Kitchen Trailer
Passenger Side Elevation
Rev. 10.31.24**



Trailer Dimensions:

Length of Trailer, Including Tongue: 25' 6 3/4"

Length of Trailer, without Tongue: 19' 7 1/8"

Width of Trailer: 8'

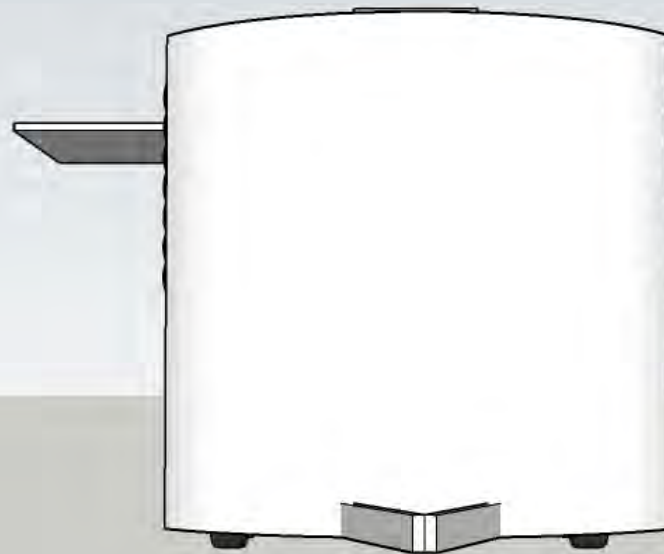
Height of Trailer: 7' 9 7/8"

Overall Height of Trailer From Ground to Exhaust Fan/AC Unit: 10'1/4"

Please Note the Following:

- 1. Water Connection will be connected On-site/No Fresh Water Tank
Will coordinate with Client/Plumber for Water Connection**
- 2. Sewage Connection will be connected On-Site/ No Gray Water Tank
Will coordinate with Client/Plumber for Sewage Connection**
- 3. Gas for Trailer will be connected On-site
Need to confirm whether connection is Natural Gas or Propane**
- 4. No Generator Included as Electrical will be connected On-Site
Will coordinate with Client/Electician for Power**

Blind Horse Kitchen Trailer
Front Elevation
Rev. 10.31.24



Trailer Dimensions:

Length of Trailer, Including Tongue: 25' 6 3/4"

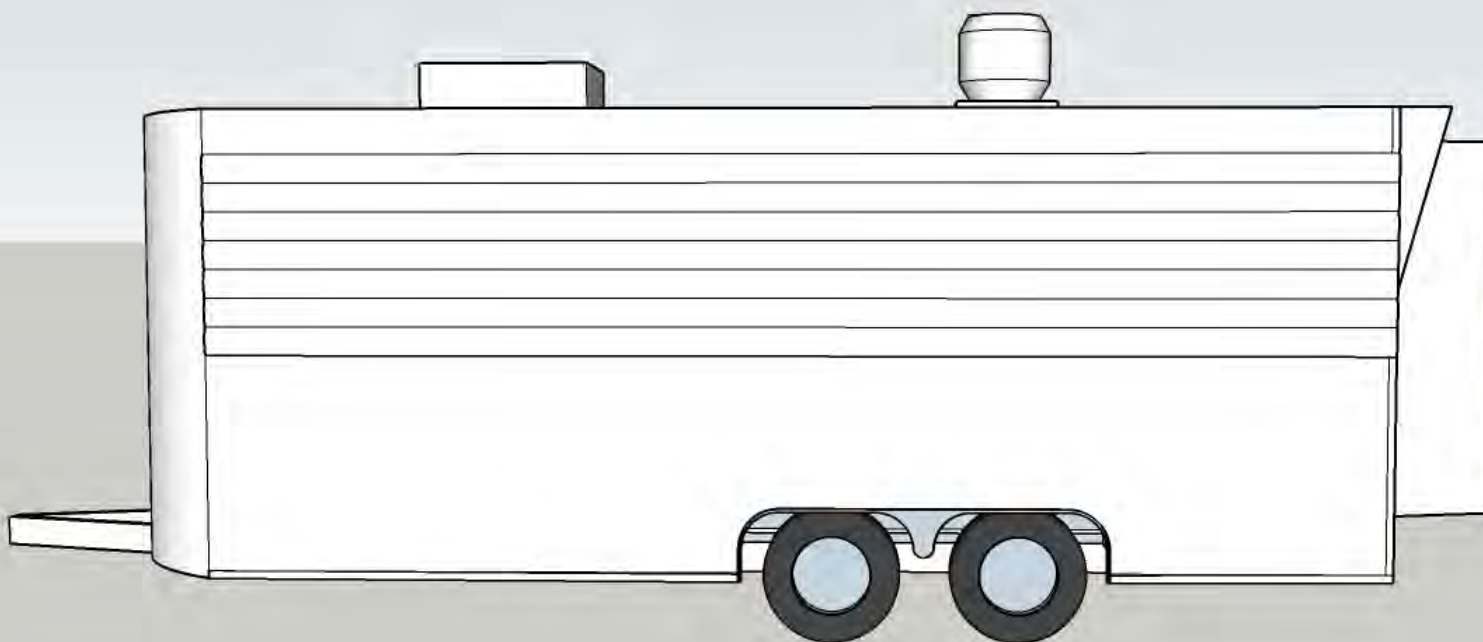
Length of Trailer, without Tongue: 19' 7 1/8"

Width of Trailer: 8'

Height of Trailer: 7' 9 7/8"

Overall Height of Trailer From Ground to Exhaust Fan/AC Unit: 10'1/4"

**Blind Horse Kitchen Trailer
Driver Side Elevation
Rev. 10.31.24**



Trailer Dimensions:

Length of Trailer, Including Tongue: 25' 6 3/4"

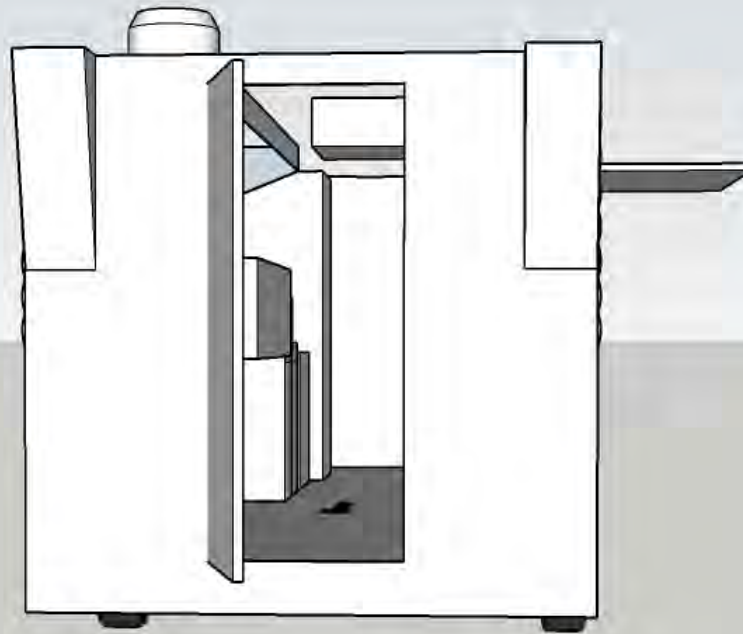
Length of Trailer, without Tongue: 19' 7 1/8"

Width of Trailer: 8'

Height of Trailer: 7' 9 7/8"

Overall Height of Trailer From Ground to Exhaust Fan/AC Unit: 10'1/4"

Blind Horse Kitchen Trailer
Rear Elevation
Rev. 10.31.24



Trailer Dimensions:

Length of Trailer, Including Tongue: 25' 6 3/4"

Length of Trailer, without Tongue: 19' 7 1/8"

Width of Trailer: 8'

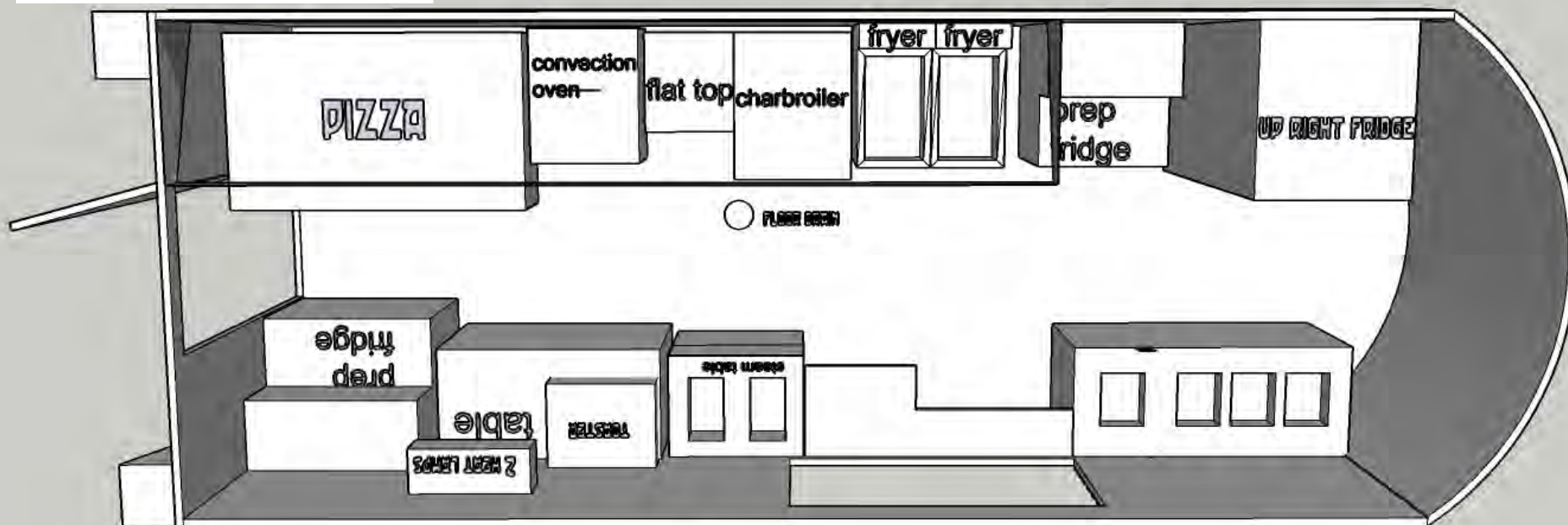
Height of Trailer: 7' 9 7/8"

Overall Height of Trailer From Ground to Exhaust Fan/AC Unit: 10' 1/4"

Driver Side Equipment: (Listed Left to Right)

- (1) 48" Turbo Chef Conveyor Pizza Oven
- (1) 48" Under-counter Freezer
(Under Pizza Oven)
- (1) 3-Tray Convection Oven
- (1) 18" Griddle/Flat Top
- (1) 24" Charbroiler
- (2) 40 lb Fryers
- (1) 27" Prep Fridge
- (1) Stand-Up Fridge/Freezer Combo
- (1) Vent Hood + Exhaust Fan *Not In Picture,
but will be over cooking Equipment

Blind Horse Kitchen Trailer
Overhead View
Rev. 10.31.24



Passenger Side Equipment:

- (Listed Left to Right)
- (1) 36" Prep Fridge
- (2) Heat lamps
- (1) Panini Press/Toaster
- (1) Countertop Induction Range
- (1) 2-Pan Steam Well
- (1) Hand Wash Sink
- (1) 3-Bay Utensil Sink

5' Awning for Service

Trailer Dimensions:

Length of Trailer, Including Tongue: 25' 6 3/4"

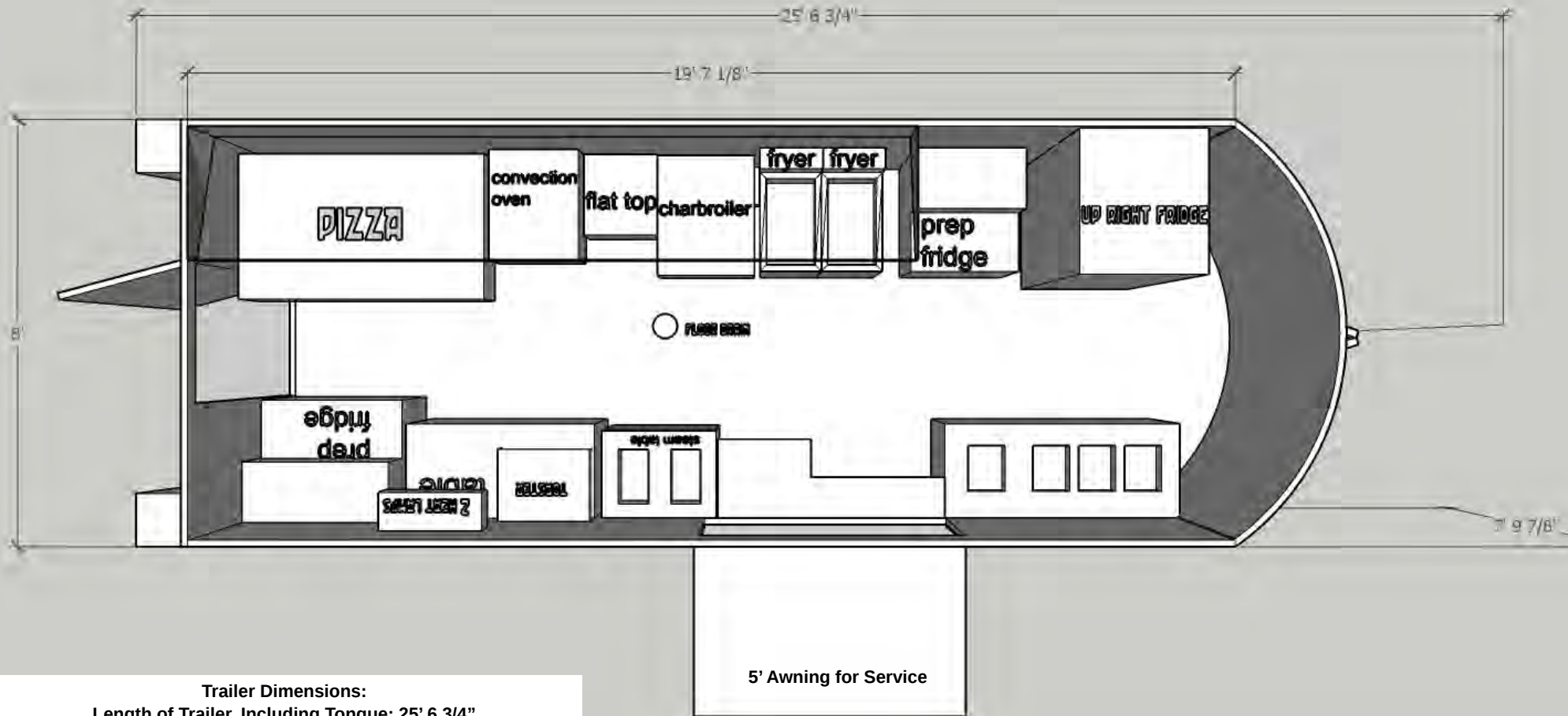
Length of Trailer, without Tongue: 19' 7 1/8"

Width of Trailer: 8'

Height of Trailer: 7' 9 7/8"

Overall Height of Trailer From Ground to Exhaust Fan/AC Unit: 10'1/4"

**Blind Horse Kitchen Trailer
Overhead View with Measurements
Rev. 10.31.24**



Trailer Dimensions:
Length of Trailer, Including Tongue: 25' 6 3/4"
Length of Trailer, without Tongue: 19' 7 1/8"
Width of Trailer: 8'
Height of Trailer: 7' 9 7/8"
Overall Height of Trailer From Ground to Exhaust Fan/AC Unit: 10' 1/4"

LANDMARKS COMMISSION
November 14, 2024

LAN20241114-1
UNAPPROVED

A regular meeting of the Landmarks Commission, City of Cedarburg, Wisconsin, was held Thursday, November 14, 2024 at Cedarburg City Hall, W63 N645 Washington Avenue, lower level, Room 1.

The meeting was called to order by Chairperson Tom Kubala at 8:30 a.m.

Roll Call: Present – Chairperson Tom Kubala, Vice Chairperson James Pape, Elizabeth Krimmel, Doug Yip, Tomi Fay Forbes, Council Member Kristin Burkart

Also Present - City Planner Mary Censky, Building Inspector Jeff Thoma, *News Graphic* reporter Christina Luick, Eric Hofhine

STATEMENT OF PUBLIC NOTICE

Chairperson Kubala acknowledged that the agenda for this meeting was posted and distributed in compliance with the Wisconsin Open Meetings Law.

APPROVAL OF MINUTES

Motion was made by Council Member Burkart and seconded by Commissioner Krimmel to approve the minutes of the October 10, 2024 meeting. Motion carried without a negative vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS - none

REGULAR BUSINESS

APPLICANT/PROPERTY OWNERS MIKE AND CINDI PURNELL, D/B/A BURG 63, LLC, REQUEST LANDMARKS COMMISSION APPROVAL TO RAZE/REMOVE THE EXISTING PRINCIPAL RESIDENCE AND DETACHED ACCESSORY GARAGE STRUCTURES ON THE PROPERTY LOCATES AT N70 W6222 BRIDGE ROAD. THIS PROPERTY IS ZONED RS-6 SINGLE-FAMILY RESIDENTIAL DISTRICT. THIS PROPERTY IS LOCATED IN THE COLUMBIA HISTORIC DISTRICT AND THE STRUCTURES APPEAR TO BE CLASSIFIED AS “CONTRIBUTING”

Mike & Cindi Purnell, Marcia & Mighty Moden represented this project.

Planner Censky stated that she sent a request to the state to consider this project. They asked for additional photos, which she sent. The State of Wisconsin Historical Society responded that they have no objection to the demolition of the buildings. The local government has 60 days, according to local code, between the application to demolish and the work itself so the building can be viewed and documented.

Commissioner Pape stated that the Landmarks Commission considers this to be a historic building in a historic district, so the request to raze should be denied. Council Member Burkart stated that the Purnell's purchased the property, and the adjoining property, with the understanding that they could raze the structures in question, so the city needs to accommodate that situation. Commissioner Yip asked, "What can be done to prevent this situation in the future?" Planner Censky stated that there is now a one-stop tab on the city's website that includes codes, regulations and boundary maps for the historic district, making that information available to all. Commissioners Krimmel and Kubala suggested other buildings in the city where an older one-story building was expanded to the back, retaining the street-side feel of the original building.

Chairperson Kubala stated that we can forward our conclusion to the Plan Commission without a recommendation. The Plan Commission has the final word. Planner Censky stated that we can recommend against razing the buildings.

Commissioner Yip made a motion that we recommend to the Plan Commission that these buildings not be razed. Commissioner Pape seconded the motion. The motion carried with one negative vote from Council Member Burkart. The Plan Commission next meets on December 2, 2024.

*****APPLICANT BLIND HORSE TASTING ROOM, IN C/O ARCHITECT JASON AHRENS OF DISTINCTIVE DESIGN STUDIO, REQUESTS ARCHITECTURAL PLAN AMENDMENT APPROVAL TO PLACE A FOOD TRAILER ON THE SITE, ADD AN OUTDOOR WALK-IN FREEZER/REFRIGERATOR, AND REPLACE THE EXISTING CEDAR SHAKE ROOFING MATERIAL ON THE PRINCIPLE STRUCTURE LOCATED AT W63 N6774 WASHINGTON AVENUE. PROPERTY OWNER IS ORMSBY ACQUISITIONS LLC.**

Blind Horse is represented by Jason Ahrens, Bob Moeller and Steve Peskie.

Food trailer:

The Art Museum has food trucks that come for short periods of time. Art of Joy has a small camper that was put in place to begin serving food before the building was ready for business. The camper was taken out of commission when the building opened, directed to be moved further back on the property, and now serves as an iconic representation of the business. It is classified as an accessory structure. We can approve a temporary use permit that is renewable, however because the trailer will be hooked up to utilities it is not a temporary building. The concept of the horse trailer supports the horse theme of the restaurant's name.

The proposed trailer is an adapted horse trailer, 159 square feet, intended for food service on the patio during the summer, 5 months a year. It is not for take-out food. The food offered both inside the building and from the trailer would be served by wait staff. The interior of the building can accommodate 58 seated, the patio 75 seated. The plan is for drinks to be served from the patio bar, and food served from the trailer.

Discussion centered on minimizing the sight of the bulk of the trailer from the street. Ideas under discussion included raising the level of the stone wall at the street-side of the property another foot, from 6' high to 7' high, moving the trailer onto the northern property line, and putting up a fence

across the space between the two walls that face the street. Also discussed was whether the outdoor eating area of the property would be accessible from the street or just through the building. However, the business has open access from the Creek Walk. Council Member Burkart was concerned about setting a precedent for installing additional trailers on properties along Washington Avenue, and the look of the trailer from the street. She stated she also doesn't care for the appearance of the tents now downtown.

It was agreed that moving the trailer 3' north so it sits along the lot line would diminish the hulk of it from the street, however, it is doubtful the Plan Commission will agree to that, due to setting a precedent. Fences can be located on a lot line but not a building. Commissioner Pape would like to see the sight of it blocked from the street as much as possible, thus proposed a gate between the two stone walls, openable for trash trucks and deliveries.

Commissioner Forbes made a motion to approve the trailer, with the stipulation that the stone wall on the west side of the property be raised to 7', and the trailer be moved north so it is along the lot line. If the Plan Commission denies moving the trailer to the lot line, Landmarks Commission members would like a fence erected between the stone walls. The fence would be of the architect's choosing and subject to staff review. Commissioner Yip seconded the motion. Motion carried without a negative vote.

Cooler:

The proposed freezer or refrigerator unit addition to the Patio Bar would be located 3' off of the lot line and clad to match the siding of the Patio Bar. It will have a flat, membrane roof.

Commissioner Krimmel made a motion to approve the walk-in refrigerator/freezer unit as proposed with the addition of trim around the top of the three walls to diminish the view of the white membrane roof. Commissioner Yip seconded the motion. Motion carried without a negative vote.

Roof:

The wood shingle roof needs to be replaced. The proposed material is Brava synthetic shingles. Mr. Moeller stated that to re-shingle the roof in wood will cost \$100,000, then must be sealed a year later. The synthetic will cost about \$10,000 less and is mold and insect repellent.

Chairperson Kubala noted that the shingles are shinier than wood and hopes for them to dull over time. With the demise of wood shingles, we are left with electing to approve synthetic shingles, asphalt shingles, or metal roofs. With reluctance, commissioners agreed to the synthetic shingles.

Commissioner Krimmel made a motion to approve the roof as proposed, Brava synthetic shingles in the aged cedar color. Council Member Burkart seconded the motion. Motion carried without a negative vote.

REVIEW AND DISCUSSION REGARDING THE CONDITION OF THE WINDMILL IN THE CITY-OWNED IMMANUEL CEMETERY LOCATED AT N21 W55400 HAMILTON ROAD.

The city owns the property. Chairperson Kubala did state that we ask private property owners to take responsibility for maintenance on their property, yet the city does not maintain this structure.

PLANNERS REPORT

To: City of Cedarburg Landmarks Commission

By: Mary Censky

Date Prepared: December 2, 2024

General Information:

Agenda Item: **7.H.**

Applicant/Property Owner:

City Initiated Item/City of
Cedarburg

Request:

Review, discussion and possible
recommendation to Common
Council regarding Code changes
necessary to retain status as a
Certified Local Government
(CLG) with the State Historic
Preservation Office (SHPO).

Discussion:

The City is aware that it's Codes pertaining to the designation and protection of historic properties are not consistent with the requirements of the National Park Service and the State of Wisconsin Historic Preservation Office standards for Certified Local Governments.

The attached DRAFT of changes proposed to various sections of the City Code have been reviewed by Jason Tish, Certified Local Government Coordinator and Preservation Education Coordinator in the Wisconsin State Historic Preservation Office.

Mr. Tish has confirmed that the changes, as presented (see attached) will result in the City retaining it's certified local government status by assigning the Landmarks Commission the power to designate landmarks, landmark sites and historic districts within the city limits of Cedarburg, **and** to regulate the design, construction, repair, maintenance, reconstruction, alteration, and demolition of landmark structures, landmark sites, and historic districts throughout the City by the issuance/approval or denial of a Certificate of Appropriateness.

[The National Parks Service offers the following information, requirements, and benefits for Certified Local Governments:](#)

What is a Certified Local Government?

Certified Local Governments (CLG) are municipalities that have demonstrated, through a certification process, a commitment to local preservation and saving the past for future generations. This commitment is key to America's ability to preserve, protect, and increase awareness of our unique cultural heritage found in the built environment across the country. The CLG program was federally mandated as part of an amendment to the [National Historic Preservation Act of 1966](#), and is administered by the National Park Service.

Partnership between Local, State and Federal governments provides the opportunity to help preserve, protect, and increase awareness of our unique cultural heritage, helping communities save their irreplaceable historic resources.

What are the Requirements to Be a Certified Local Government?

CLGs must meet the following minimum goals:

- Establish a qualified historic preservation commission.
- Enforce appropriate State or local legislation for the designation and protection of historic properties. In most cases this is done in the form of a local ordinance.
- Maintain a system for the survey and inventory of local historic resources.
- Facilitate public participation in the local preservation, including participation in the National Register listing process.
- Follow additional requirements outlined in the State's CLG Procedures. Each state has Procedures for Certification that may establish additional requirements for becoming a CLG in that State.

What are the Benefits of Being a Certified Local Government?

Once certified, CLGs become an active partner in the Federal Historic Preservation Program. Each community gains access to benefits of the program:

- **Funding:** States receive annual appropriations from the Federal Historic Preservation Fund. States are required to give at least 10% of their funding to CLGs as subgrants. These grants can fund a wide variety of projects including: surveys, National Register nominations, rehabilitation work, design guidelines, educational programs, training, structural assessments, and feasibility studies, to name a few.
- **Technical Assistance:** As a CLG, communities have direct access to SHPO staff for assistance with their commission, building assessments, surveys and nominations, and general preservation assistance. State staff and NPS offer regular training for CLGs as well, an added benefit of the partnership. Each SHPO has a designated CLG Coordinator.
- **Sustainability:** Historic preservation has proven economic, environmental, and social benefits. Studies show that historic districts maintain higher property values, less population decline, more walkability and greater sense of community.

The State of Wisconsin Historic Preservation Office offers the following information, requirements and benefits for Certified Local Governments:

Certified Local Government (CLG) Historic Preservation Program in Wisconsin

The Wisconsin State Historic Preservation Officer (SHPO) administers the Certified Local Government program for the National Park Service in Wisconsin. The federal law creating the Certified Local Government program can be found in 36 CFR Part 61, Section 61.5 "Approved Local Programs."

A Certified Local Government (CLG) is any city, village, county or town that has been certified by the SHPO and the Department of the Interior to meet these basic criteria:

- Establish by ordinance a qualified historic preservation commission
- Enforce appropriate state or local legislation for the designation and protection of historic properties
- Maintain a system for the survey and inventory of local historic resources
- Provide for public participation in the local historic preservation program

Wisconsin Requirements for Certified Local Governments

Federal law allows the state to establish additional requirements for CLGs. The CLG must adhere to all of the federal and state requirements or the SHPO may revoke the CLG certification. The Wisconsin SHPO has established these additional requirements:

1. The CLG must enact and enforce a historic preservation ordinance that regulates historic property.
2. A CLG must provide annual reporting to the SHPO on CLG activities.
3. A CLG must send copies of meeting minutes and agendas to the SHPO following each meeting.
4. The ordinance must not allow historic property owners to "opt-out" of local historic designation.
5. Designation must not require owner consent.
6. The commission must approve work on locally designated properties and recommendations may not be "advisory."

What are the Benefits of CLG Status?

- Eligibility to apply for Wisconsin Historic Preservation Fund Subgrants from the federal Historic Preservation Fund allocation to the state, to be used for eligible CLG activities.
- Ability to formally comment on National Register of Historic Places nominations within its municipal boundaries before they are sent to the State Historic Preservation Review Board.
- Eligibility to authorize the use of Chapter 11 of the International Existing Building Code for locally designated historic buildings.

Recommendation:

On November 14, 2024, the Landmarks Commission reviewed the proposed Code changes (see attached) and favorably recommended that the Plan Commission and Common Council follow-through to adoption by ordinance.

Sec. 2-4-10 - Landmarks commission.

- (a) **Composition and terms.** The commission shall be composed of seven members to be selected as follows: One council member, and six qualified persons, at least five of whom shall be residents of the City of Cedarburg. The sixth member may be either a city resident or the owner of property located within the Washington Avenue Historic District. Said persons shall be competent and informed in the historical, architectural and cultural traditions of the community. They shall be appointed by the mayor, subject to confirmation by the common council of the City of Cedarburg by majority vote. Members of the commission shall be appointed for terms of three years and may be reappointed for succeeding terms. A vacancy occurring in the membership for any cause shall be filled by a person appointed by the mayor and confirmed by the common council for the unexpired term. The members of said commission shall receive no compensation except for necessary expenses sustained in carrying out their duties, which expenses shall be paid by the City of Cedarburg as authorized by the common council.
- (b) **Powers and duties.**
- (1) **Designation.** The commission shall have the power to designate landmarks, landmark sites and historic districts within the city limits of Cedarburg.
 - (2) **Other duties.** In addition to those duties already specified in this section, the commission shall:
 - a. Regulate the design, construction, repair, maintenance, reconstruction, alteration, and demolition of landmark structures, landmark sites, and historic districts throughout the City by the issuance/approval or denial of a Certificate of Appropriateness.
 - ~~a. Actively work for the passage of enabling legislation which would the granting of full or partial tax exemptions to properties it has designated under the provisions of this section.~~
 - b. Work closely with the State Historical Society of Wisconsin and State of Wisconsin liaison officer and the Governor's liaison committee for the National Register of Historic Places of the United States National Park Service/Department of the Interior in attempting to include such properties hereunder designated as landmarks, ~~or~~ landmark sites, or historic districts on the Federal National Register of Historic Places.
 - c. Work for the continuing education of the citizens of Cedarburg about the historic heritage of this city and the landmark structures, ~~and~~ landmark sites, and historic districts designated under the provisions of this section.
 - d. Review and approve all applications for the erection of signs in the Historic Preservation Overlay Zoning Districts.

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 use and 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), which. This is an "overlay" district created to protect historic buildings, ~~and sites, and districts~~ that are listed on the National Register of Historic Places. The construction, repair, maintenance, alteration, demolition, design, remodeling, reconstruction, painting colors, roofing type and colors, and all site improvements within the HPD area require approval and a certificate of appropriateness ~~by from both~~ the city's landmarks commission prior to performing any work on the site improvements or structures. and plan commission. The compilation of uses within and throughout all buildings and sites in both the B-3 the HPD areas shall be subject to review and approval by the 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 collectors 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.

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- (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.

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- (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, stationary, 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.

(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.

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- (5) Bus depots, provided all principal structures and uses are not less than 100 feet from any residential district lot line.
 - (6) Coffee roasting.
 - (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.
 - (f) *Dimensional requirements.* See Table 13-1-55.
 - (g) *Traffic, loading, parking, and access.* (See article D.)
 - (h) *Nonconforming uses, structures, and lots.* (See article G.)
 - (i) *Performance Standards.* (See article H.)
 - (j) *Signs.* (See title 15, chapter 5 of the Code of Ordinances.)
 - (k) *Site plan review.* (See article F.)
 - (l) *Architectural review.* (See article F.)

TABLE 13-1-55
B-3 CENTRAL BUSINESS DISTRICT

DIMENSIONAL REQUIREMENTS (See Note^(a) for HPD Buildings)	
FLOOR AREA RATIOS	
Floor Area Ratio (FAR)	150%
Minimum Floor Area Per Use/Tenant/Business (sf)	300
LOT DIMENSIONAL REQUIREMENTS	
Minimum Lot Area (sq. ft.)	4,800
Minimum Lot Width at Setback Line (ft.)	40

Minimum Setback (ft.)	None ^(b)
Minimum Offset (side) (ft.)	0 or 5 ^(c)
Minimum Offset (rear) (ft.)	15 ^(e)
MINIMUM FLOOR AREA PER DWELLING UNIT	
Residential uses Non-Ground Level (sq. ft.)	Efficiency = 420 1 Bedroom=420 2 Bedroom=550
MAXIMUM BUILDING HEIGHT	
Principal Structure (ft.)	35
Accessory Structure (ft.)	25 ^(d)

^(a) All buildings in the HPD portion of the B-3 District existing prior to October 28, 2013 can be 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.

^(b) Corner lots are subject to vision clearance requirements per Section 13-1-80.

^(c) No minimum side yard offset shall be required; however, where a side yard offset is provided, it shall be not less than five feet. Detached accessory structures and decks shall be in accord with Section 13-1-101.

^(d) The Landmarks ~~and Plan~~-Commission~~s~~ may waive or modify the maximum height limitation of an accessory structure if it is located in a historic district or is a local landmark.

^(e) The Landmarks ~~and Plan~~-Commission may, on a case-by-case basis, approve a pergola or similar structure to enclose an outdoor patio in the building setback area.

(Ord. No. 2013-23; Ord. No. 2014-04; Ord. No. 2014-05; Ord. No. 2014-17; Ord. No. 2017-02)

Sec. 13-1-70 HPD Historic Preservation Overlay District.

- (a) *Purpose.* It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements of special character or special historical interest or value is a public necessity and is required in the interest of health, prosperity, safety and welfare of the citizens of the city. The purpose of the HPD Historic Preservation Overlay District is to effect and accomplish the protection, enhancement, and perpetuation of such improvements and of districts which represent or reflect elements of the city's cultural, social, economic, political, and architectural history; safeguard the city's historic and cultural heritage, as embodied and reflected in such landmarks and historic districts; stabilize and improve property values; foster civic pride in the beauty and noble accomplishments of the past; protect and enhance the city's attractions to residents, tourists, and visitors for education, pleasure, and general welfare; and serve as a support and stimulus to business and industry; and strengthen the economy of the city.
- (b) *Permitted uses.* (Also see section 13-1-225.) Any use permitted in the underlying basic use district. The compilation of uses within and throughout all buildings and sites in HPD shall be subject to review and approval by the plan commission.
- (c) *Conditional uses.* (Also see section 13-1-226.) Any conditional use permitted in the underlying basic use district. The compilation of uses within and throughout all buildings and sites in HPD shall be subject to review and approval by the plan commission.
- (d) *Lot area and width.* (Also see article E.) Lot area and width shall conform to the requirements in the underlying basic use district.
- (e) *Building height and area.* (Also see article E.) Building height and area shall conform to the requirements in the underlying basic use district.
- (f) *Setback and yards.* (Also see section 13-1-27 and article E.) All buildings shall conform to the setback and yard requirements of the underlying basic use district.
- (g) *Traffic, Loading, Parking, and Access.* (See article D.)
- (h) *Nonconforming uses, structures, and lots.* (See article F.)
- (i) *Performance standards.* (See article H.)
- (j) *Signs.* (See title 15, chapter 5 of the Code of Ordinances.) All signs in the HPD shall be subject to review and approval by the landmarks commission prior to issuance of a Sign Permit.
- (k) *Site plan review.* (See article E.) All site plans in the HPD shall be subject to review and recommendation by the landmarks commission with final approval to be considered and approved by the plan commission.
- (l) *Architectural review.* (See article E.) All plans for construction, repair, maintenance, alteration, demolition, design, remodeling, reconstruction, painting colors, roofing type and colors, in the HPD shall be subject to review and approval by the landmarks commission prior to issuance of any required permits and prior to the start of work on the building or site.
- (m) ~~Historic preservation commission-Landmarks commission~~ review and recommendation. No permit for construction, repair, maintenance, alteration, demolition, design, remodeling, reconstruction, painting colors, roofing type and colors, in the HPD ~~to develop, construct, reconstruct, enlarge, or alter property in an HPD district~~ shall be issued and no lands shall be removed from the HPD district until the ~~historic preservation-landmarks~~ historic preservation-landmarks commission has reviewed the application or petition and has recommended approval, approval with conditions, or denial of the application or petition.
- (n) *Designation of landmarks* structures, landmark sites, and historic districts.

(1) The ~~plan commission, upon referral to and receipt of the recommendation of the historic preservation landmarks~~ commission, may designate landmarks structures, landmark sites, and historic districts within the city.

Such designation shall be based upon the criteria established in this Article. Appropriate records, including photographs and plans, shall be kept as a part of the city's official zoning file.

- (2) A landmark ~~structure, or~~ landmark site, ~~or historic district~~ designation may be placed on any site, natural or improved, including any building, improvement, or structure located thereon, or on any area of particular historic, architectural, or cultural significance to the City of Cedarburg, such as historic structures or sites which:
- a. Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community; or
 - b. Are identified with historic personages or with important events in national, state, or local history; or
 - c. Embody the distinguishing characteristics of an architectural-type specimen, inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or
 - d. Are representative of the notable work of a master builder, designer, or architect whose individual genius influenced his age.

(o) *Limitation on structural or appearance changes.*

(1) Structural changes shall be regulated in the following manner:

- a. *Certificate of appropriateness required.* There shall be no alteration in the architectural appearance of any structure within the HPD district without the review and approval of plans for such alteration by the ~~plan-landmarks~~ commission. ~~In determining whether to grant approval, the plan commission shall take into consideration the recommendation of the historic preservation commission.~~ For the purpose of this section, alterations shall include any change such as with respect to construction, repair, maintenance, alteration, demolition, design, remodeling, reconstruction, painting colors, roofing type and colors, addition to, or demolition of all or any part of a structure. The ~~plan-landmarks~~ commission shall make its within 60 days of the filing of the application for a certificate of appropriateness.
- b. *Basis for approval.* No change such as with respect to construction, repair, maintenance, alteration, demolition, design, remodeling, reconstruction, painting colors, roofing type and colors alterations shall be permitted in the HPD district that would tend to destroy or impair the particular character and quality of the HPD district. No change or alteration of a landmark, landmark site, or historic district shall be permitted which destroys, seriously impairs, or significantly alters its character in terms of its historical or architectural interest.
- c. *Repairs or destruction.* Notwithstanding the provisions of article G regarding nonconforming use and nonconforming structures, total lifetime structural repairs, restoration, or alteration of a preservation structure, which may be a nonconforming structure or nonconforming use, may exceed 50 percent of the assessed value if the ~~plan-landmarks~~ commission determines, ~~upon recommendation of the historic preservation commission,~~ that the structure will be repaired, restored, or altered in such a way as to maintain the character of the structure and the character of the HPD district without significant alteration or change in such character. No person in charge of a landmark structure or development site in an HPD district shall be granted a permit to demolish such ~~property structure or site~~ without ~~the prior~~ review and approval of the ~~recommendation of the historic preservation landmarks~~ commission ~~to the city plan commission.~~

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- d. On lots which a locally designated landmark is located, the maximum height restriction of the accessory structure(s) may be modified on a case-by-case basis by the ~~Plan-Landmarks~~ Commission ~~upon referral to and receipt of a recommendation from the Landmarks Commission,~~ when necessary to maintain the character and historic integrity of said landmark.

(Ord. No. 2003-19; Ord. No. 2015-08)

ARTICLE A BUILDING/HISTORIC CODE

Sec. 15-1-1 Building code established.

- (a) *Title.* This chapter shall be known as the "Building, Electrical and Plumbing Codes of the City of Cedarburg" and will be referred to in this chapter as "this Code," "this chapter" or "this ordinance."
- (b) *Purpose.* This chapter provides certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished, and regulates the equipment, maintenance, use and occupancy of all such building and/or structures. Its purpose is to protect and foster the health, safety, and well-being of persons occupying or using such buildings and the general public.
- (c) *Scope.* New buildings erected in, or any building hereafter moved within or into, the city shall conform to all the requirements of this chapter except as they are herein specifically exempted from part of all of its provisions. Any alteration, enlargement or demolition of an existing building and any installation therein of electrical, gas, heating, plumbing or ventilating equipment which affects the health or safety of the users thereof of any other persons, is a "new building" for the purposes of this chapter whenever it is used for dwelling, commercial or industrial purposes unless it was being used for such purpose at the time this chapter was enacted. Rehabilitation and/or restoration of any landmark or historic building or structure within a historic preservation district shall conform to all the requirements of this chapter and with the terms and conditions of a certificate of appropriateness (see section 15-1-18.C). The provisions of this chapter supplement the laws of the State of Wisconsin pertaining to construction and use and the Zoning Code of the city and amendments thereto to the date this chapter was adopted and in no way supersede or nullify such laws and the said Zoning Code.

(Ord. No. 94-08)

Sec. 15-1-2 Building permits and inspections.

- (a) *Permit required.*
 - (1) *General permit requirement.* In addition to obtaining a certificate of appropriateness in the case of restoration and/or rehabilitation of a structure or building within a historic preservation district, no person shall perform or authorize the performance within the city of building, heating, ventilation, air conditioning, plumbing, electrical, or gas installation work, whether initial or new construction or remodeling, alteration, demolition, additions or replacement, unless the required permit or license therefor is first obtained by the owner or his agent from the building inspector, or his representative.
 - (2) *Alterations and repairs.* The following provisions shall apply to buildings altered and repaired (See also section 15-1-14):
 - a. *Alterations.* When not in conflict with any regulations, alterations to any existing building or structure, accommodating a legal occupancy and use but of substandard type of construction, which involves either beams, girders, column, bearing, or other walls, room, heating and air conditioning systems, arrangement, light and ventilation, changes in location of exit stairways or exits, or any or all of the above, then such existing construction shall be made to conform to the

minimum requirements of this Chapter applicable to such occupancy and use and given type of construction. In any event, if alterations or repairs in excess of 50 percent of the fair market value of an existing building are made to any existing building within any period of 12 months, the entire building shall be made to conform to the requirements given herein for new buildings.

- b. *Construction of additions.* The Wisconsin Uniform Dwelling Code is the standard and requirements for the construction of any addition on any one or two family dwelling, regardless of the applicability of the Wisconsin Uniform Dwelling Code to the dwelling.
- c. *Repairs.* Repairs for purposes of maintenance, or replacements in any existing building or structure or which do not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways, or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy or use, shall be deemed minor repairs. Minor repairs and changes not covered by this section may be made with the same materials of which the building is constructed, provided not more than 25 percent of the roof covering of any building shall be replaced in any period of 12 months (see d. below).
- d. *Roofing.*
 - 1. Residential. A permit is required if any structural work on the roof support system is to be done; or if a third layer of shingles are to be applied (engineer's calculations shall also be submitted).
 - 2. Commercial (including apartments). A permit is needed for any roofing except minor repairs.
- e. *Alterations when not permitted.* Except for historical structures, when any existing building or structure, which for any reason whatsoever does not conform to the regulations of this chapter, has deteriorated from any cause whatsoever to an extent greater than 50 percent of the equalized value of the building or structure, no alterations or moving of such building or structure shall be permitted. Any such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises.
- f. *Alterations and repairs required.* When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause structural members to be restored to their required strength; failing in which the building or structure shall be considered a menace to public safety and shall be vacated and thereafter no further occupancy or use of the same shall be permitted until the regulations of this chapter are complied with.
- g. *Extent of deterioration.* The amount and extent of deterioration of any existing building or structure shall be determined by the building inspector.
- h. *Maintenance.* The requirements contained in this chapter covering the maintenance of buildings shall apply to all buildings and structures now existing or hereafter erected. All buildings or structures and all parts thereof shall be maintained in a safe condition, and all devices of safeguards which are required by this chapter at the erection, alteration or repair of any building shall be maintained in good working order.
- i. *Use of unsanitary building.* It shall be unlawful to occupy or use or permit the occupancy or use of any building or structure that is unsanitary or dilapidated, or deteriorated, or out of repair, thereby being unfit for human habitation, occupancy or use until the regulations of this Code have been complied with.

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- (b) *Application.* Application for a building permit shall be made in writing upon a form furnished by the building inspector and shall state the name and address of the owner of the land and also the owner of the building if different, the legal description of the land upon which the building is to be located, the name and address of the designer, the use to which said building is to be put, and such other information as the building inspector may require.
- (1) *New construction on a lot already occupied.* A certificate of appropriateness is required before erecting an addition to an existing structure in the HPD or before beginning any new construction on any lot already occupied.
 - (2) *Vacant lot.* A certificate of appropriateness is required before erecting a new building on a vacant lot in an Historic District. (See guidelines for new construction.)
- (c) *Site plan approval.*
- (1) *Site plan approval.* All applications for building permits for any construction, reconstruction, expansion or conversion, except for one and two family residences in residentially zoned districts, shall require site plan approval by the plan commission in accordance with the requirements of this section. The applicant shall submit a site plan and sufficient plans and specifications of proposed buildings, landscaping plan and operations to enable the plan commission or its expert consultants to determine whether the proposed application meets all the requirements applicable thereto in this chapter.
 - (2) *Administration.* The building inspector shall make a preliminary review of this application and plans and refer them, along with a report of his findings, to the plan commission. The plan commission shall review the application and shall make a determination that the proposed landscaping of said building site, or the absence of landscaping as the case may be, will not cause the general exterior appeal, functional plan or setting of such building or accessory structure to be so at variance with or so identical or similar to the exterior landscaping appeal of the landscaping already planted or grown, or in the course of being planted in the immediate neighborhood, as to cause a substantial depreciation in the property value of said neighborhood wherein said building is proposed to be located. Within 30 days of its receipt of the application, the commission shall authorize the building inspector to issue or refuse a building permit.
 - (3) *Site plan.* A site plan shall be submitted and reviewed pursuant to the city Zoning Code.
- (d) *Dedicated street and approved subdivision required.* No building permit shall be issued unless the property on which the building is proposed to be built abuts a street that has been dedicated for street purposes. No building permits shall be issued until the subdivision and required improvements are accepted by the city engineer and/or the common council.
- (e) *Utilities required.*
- (1) *Residential buildings.* No building permit shall be issued for the construction of any residential building until suitable sewer, water, electrical, grading and graveling are installed in the streets necessary to service the property for which the permit is required.
 - (2) *Non-residential building.* No building permit shall be issued for the construction of any building other than residential until contracts have been let for the installation of sewer, water, electrical, grading and graveling in the streets necessary to service the property for which the permit is requested.
 - (3) *Occupancy.* No person shall occupy any building until sewer, water, electrical, grading and graveling are installed in the streets necessary to service the property and a certificate of occupancy shall not be issued until such utilities are available to service the property.
- (f) *Plans.* With such application, there shall be submitted three complete sets of plans and specifications, including three plot plans showing the location and dimensions of all buildings and improvements on the lot, both existing and proposed, dimensions of the lot, dimensions showing all setbacks of all buildings on the lot,

proposed grade of proposed structure (to City datum), grade of lot and the street abutting lot, grade and setback of adjacent buildings (if adjacent lot is vacant, submit elevation of nearest buildings on same side of street), type of monuments at each corner of lot, water courses or existing drainage ditches, easements or other restrictions affecting such property, seal and signature of surveyor or a certificate signed by the applicant and a construction erosion control plan setting forth proposed information and procedures needed for control of soil erosion, surface water runoff and sediment disposition at the building site. Plans, specifications and plot plans shall be drawn to a minimum scale of one-eighth inch to one foot. (Cross sections and construction details shall be drawn to one-half inch to one foot. One set of plans shall be returned after approval, as provided in this chapter. The second set shall be filed in the office of the building inspector. Plans for buildings involving the State Building Code shall bear the stamp of approval of the State Department of Industry, Labor and Human Relations. One of the State-approved plans submitted shall remain on file in the office of the building inspector. All plans and specifications shall be signed by the designer. Plans for all new one and two family dwellings shall comply with the provisions of Ch. ILHR 20.09(4), Wis. Adm. Code.

(g) *Waiver of plans; minor repairs.*

- (1) *Plan waiver.* If the building inspector finds that the character of the work is sufficiently described in the application, he may waive the filing of plans for alterations, repairs or moving.
- (2) *Minor repairs.* The building inspector may authorize minor repairs for maintenance work on any structure or to electrical, heating, ventilating or air conditioning systems installed therein, valued at less than \$500.00 which do not change the occupancy area, exterior aesthetic appearance, structural strength, fire protection, exits, light or ventilation of the building or structure without issuance of a building permit.

(h) *Approval of plans.*

- (1) *Permit issuance.* If the building inspector determines that the building shall comply in every respect with all ordinances and orders of the city and all applicable laws and orders of the State of Wisconsin, he shall issue a building permit which shall state the use to which said building is to be put, which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of the above-mentioned ordinances, laws or orders, or which involves the safety of the building or the occupants, except with the written consent of the building inspector.
- (2) *Historic buildings.* Prior to the issuance of a building permit, the building inspector shall determine that the requirements stated in section 13-1-70 have been satisfied and necessary paperwork completed.
- (3) *Partial permit.* In case adequate plans are presented for part of the building only, the building inspector, at his discretion, may issue a permit for that part of the building before receiving the plans and specifications for the entire building.
- (4) *Grade.* No work is to be started unless a proper building pad grade has been reviewed and approved by the building inspector and/or city engineer. Grading of the lot, including the establishment of drainage ways along side and rear lot lines shall be in accordance with the subdivision master grading plan on file in the office of the city engineer. The master grading plan identifies lots designed for partial or fully exposed basements, and building plans must comply with the elevations shown, unless modified in writing by the city engineer. Grades for sidewalks, curb and gutter, driveways, and related infrastructure items are to be set by city engineer.

- (i) *Specified inspections and when to be made.* The building inspector, upon notification from the permit holder or his agent, shall make or cause to be made within 48 hours of notification, the following inspections of buildings and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent wherein the same fails to comply with the law. The building inspector may also inspect

the rehabilitation and/or restoration work as it progresses on a building within a historic preservation district to ensure compliance with the provisions of this section and the certificate of appropriateness.

- (1) *Footing inspection.* After excavations are made and the necessary forms are erected and when all reinforcing steel is in place, all the materials, separate and mixed, shall be approved by the building inspector for the footings.
- (2) *Foundation inspection.* After the necessary forms are erected and all reinforcing steel is in place, all materials for the foundations, separate and mixed, shall be approved by the building inspector. Final foundation inspection shall be made after the foundation is in place and before backfilling begins and the superstructure is placed thereon.
- (3) *Frame inspection.* To be made after the roof, all framing, fireblocking and bracing is in place and all pipes, chimneys and vents are complete. No lath or plaster base of any kind or any insulation between the studs shall be applied to any building until the frame inspection, electrical inspection, plumbing and hearing inspections have been made and the work is approved.
- (4) *Basement floor inspection.* To be made after sump crock, interior drain tile, plastic vapor barrier and necessary stone has been placed and leveled.
- (5) *Insulation.* To be inspected before being covered.
- (6) *Final inspection.* To be made after the building is completed and is ready for occupancy.

If he finds that the work conforms to the provisions of this Chapter, he shall issue a certificate of occupancy which shall contain the date and the result of such inspection, a duplicate of which shall be filed in the office of the building inspector.

(j) *Permit lapses.*

- (1) *General.* Permits issued under this chapter shall lapse and be void unless construction or work thereunder has commenced within six months from the date of issuance, unless 30 day time extensions have been granted by the building inspector. Construction has commenced if the footings or foundation has been excavated to a point where footings or foundation work can begin.
- (2) *Reissuance of permits.* In the event any work for which a permit was issued is not completed within 24 months for one- and two-family dwelling units and within one year for other construction or work authorized by a valid permit issued under this chapter, then said permit shall lapse and be void and no construction or work shall begin or resume until a new permit is obtained and the fee prescribed under this chapter is paid. No permit shall be reissued until all approvals required by this chapter at the time or reapplication have been given. The fee for reissuance of a permit shall be one-half of the required fee at the time of reapplication unless work has proceeded without a permit or under a lapsed permit, in which event full fees shall be paid.

(k) *Revocation of permits.*

- (1) The building inspector may revoke or suspend any building, heating and ventilating, plumbing or electrical permit, certificate of occupancy, certificate of appropriateness or approval issued under the regulations of this chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:
 - a. Whenever the building inspector shall find at any time that applicable ordinances, laws, orders, plans and specifications are not being complied with, and that the holder of the permit or certificate refused to conform after written warning has been issued to him.
 - b. Whenever the continuance of any construction becomes dangerous to life, property, or the existence of a historic building or structure.

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- c. Whenever there is a violation of any condition or provisions of the application for permit or certificate.
 - d. Whenever, in the opinion of the building inspector, there is inadequate supervision provided on the job site.
 - e. Whenever any false statement or misrepresentation has been made in the application for permit, certificate of appropriateness, plans, drawing, data specifications, or certified lot or plot plan on which the issuance of the permit or approval was based.
 - f. Whenever there is a violation of any of the conditions of an approval or occupancy given by the building inspector (or by the landmarks commission in regard to a certificate of appropriateness) for the use of all new materials, equipment, methods of construction, devices, or appliances.
- (2) The notice revoking a building, heating and ventilating, plumbing, electrical, certificate of occupancy or certificate of appropriateness shall be in writing and be served upon the permit holder or owner of the premises and his agent, if any, and on the person having charge of construction.
 - (3) A revocation placard shall also be posted upon the building, structure, equipment, or premises in question by the building inspector.
 - (4) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction, restoration and/or rehabilitation operation whatsoever on the premises, and the permit which has been so revoked shall be null and void, and before any construction or operation is again resumed, a new permit or certificate of appropriateness as required by this chapter, shall be procured and fees paid therefor, and thereafter the resumption of any construction or operation shall be in compliance with the regulations of this chapter. However, such work as the building inspector may order as a condition precedent to the reissuance of the building permit or certificate of appropriateness shall be performed, or such work as he shall require for the preservation of life and safety.
 - (5) Violations of this ordinance shall be penalized in accord with the general provisions of the Municipal Code, section 15-1-100. In addition, in any instance where work commences as regulated in this chapter without the owner or agent having secured a certificate of appropriateness and where applicable, plan commission approval, the building inspector shall promptly issue a stop work order which shall take immediate effect and remain in effect until such certificate of appropriateness and if, in the process, provisions of the Building Code shall also have been violated, the penalties for such violation called for in that Building Code shall be applied.
- (l) *Report of violations.* The police and other city officers shall report at once to the building inspector any building which is being carried on without a permit as required by this chapter.
 - (m) *Display of permit.* Building permits shall be displayed in a conspicuous place on the premises where the authorized building or work is in progress at all times during construction or work thereon.
 - (n) *Certificate of occupancy.*
 - (1) *When required.* It shall be unlawful for any person to use or permit the use of any building or premises, or part thereof, hereafter erected, changed, converted or enlarged, wholly or partially, in use or structure until a certificate of occupancy shall have been issued by the building inspector. Such certificate of occupancy shall not be issued until all final inspections under this chapter have been satisfactorily completed.
 - (2) *Inspections.*
 - a. The building inspector shall make a final inspection of all new buildings, additions, and alterations. If no violations of this chapter or any other ordinance are found, the building

inspector shall issue a certificate of occupancy, stating the purpose for which the building is to be used. Action to approve or deny any application for a permit or certificate of occupancy under this chapter shall be taken promptly and in no case longer than ten days from the date the application is filed with the building inspector.

- b. No building, nor part thereof, shall be occupied until a certificate of occupancy has been issued, nor shall any building be occupied in any manner which conflicts with the conditions set forth in the certificate of occupancy.
 - c. If the building inspector determines after final inspection that the building, structure or work has substantially complied with every respect with all ordinances and orders of the city and applicable laws and orders of the State of Wisconsin, he shall officially approve the work and shall issue the certificate of occupancy to the owner.
 - d. No person shall alter any plans or specifications in any respect after a permit or certificate of occupancy has been issued therefor, except with the written consent of the building inspector or appropriate city authority.
- (3) *Use discontinued.* (See city Zoning Code.)
- (4) *Hardship.* The building inspector shall have the authority and power to permit the occupancy of any building or structure in the city, prior to issuance of an occupancy certificate, in all such cases of hardship as in his judgment and discretion warrant occupancy before final stage of completion as set forth in this chapter. Before granting such permission, the building inspector shall first examine the premises and determine if it is safe and sanitary. The building inspector shall determine the time within which such building or structure can be completed, such time not to exceed 90 days.
- (5) *Change of use.* (See city Zoning Code.)

(Ord. No. 2004-19)

Sec. 15-1-3 State uniform one- and two-family dwelling code adopted.

- (a) *State code adopted.* The administrative code provisions describing and defining regulations with respect to one- and two-family dwellings in Chapters ILHR 20-25 of the current Wisconsin Administrative Code are hereby adopted and by reference made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by an administrative code provision incorporated herein by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the administrative code provisions incorporated herein are intended to be made a part of this chapter to secure uniform statewide regulation of one- and two-family dwellings in this city. A copy of these administrative code provisions and any future amendments shall be kept on file in the building inspector's office.
- (b) *Existing buildings.* The "Wisconsin Uniform Dwelling Code," shall also apply to buildings and conditions where:
- (1) An existing building to be occupied as a one- or two-family dwelling, which building was not previously so occupied.
 - (2) An existing structure that is altered or repaired, when the cost of such alterations or repair during the life of the structure exceeds 50 percent of the equalized value of the structure, said value to be determined by the City Assessor.
 - (3) Additions and alterations, regardless of cost, made to an existing building when deemed necessary in the opinion of the building inspector shall comply with the requirements of this chapter for new buildings. The provisions of section 15-1-2 shall also apply.

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- (c) *Wisconsin Uniform Dwelling Code adopted.* The Wisconsin Uniform Dwelling Code, § SPS 320-325 and § SPS 327, and their successors, of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated herein by reference and shall apply to all buildings within the scope of this ordinance.
- (d) *Method of Enforcement.*
- (1) *Building inspector to enforce.* The building inspector and his delegated representatives are hereby authorized and directed to administer and enforce all of the provisions of the Uniform Dwelling Code. The building inspector shall be certified for inspection purposes by the department, and by the Department of Industry, Labor and Human Relations.
 - (2) *Subordinates.* The building inspector may appoint, as necessary, subordinates, which appointments shall be subject to confirmation by the common council.
 - (3) *Duties.* The building inspector shall administer and enforce all provisions of this chapter and the Uniform Dwelling Code.
 - (4) *Inspection powers.* The building inspector or an authorized certified agent may at all reasonable hours enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or heating work. No person shall interfere with or refuse to permit access to any such premises to the building inspector or his agent while in performance of his duties.
 - (5) *Records.* The building inspector shall perform all administrative tasks required by the department under the Uniform Dwelling Code. In addition, the inspector shall keep a record of all applications for building permits in a book for such purpose and shall regularly number each permit in the order of its issue. Also, a record showing the number, description and size of all buildings erected indicating the kind of materials used and the cost of each building and aggregate cost of all one- and two-family dwellings shall be kept. He shall make an annual report to the common council.

(Ord. No. 2022-16, § 1, 10-10-22)

Sec. 15-1-4 Non-residential construction standards; state code adopted.

- (a) *Portions of state building code adopted.*
- (1) *Code adopted.* Chapters ILHR 50 through ILHR 64 and ILHR 70 (Historic Building Code), Wis. Adm. Code (Wisconsin State Building Code) are hereby adopted and made a part of this chapter with respect to those classes of buildings to which this Building Code specifically applies. Any future amendments, revisions and modifications of said Chs. 50 through 64 and 70 incorporated herein are intended to be made a part of this Code. A copy of said Chs. 50 to 64 and 70 and amendments thereto shall be kept on file in the office of the building inspector.
 - (2) *Permit required.* Except as specifically provided in section 15-1-2, no person shall build, add to, alter or repair, or cause to be built, added to, altered or repaired, any public building, structure or place of employment until a building permit therefor has been issued by the building inspector under section 15-1-2.
- (b) *Approvals required.*
- (1) *Requirements.* Permits for buildings, structures or work under subsection (a) above shall be issued by the building inspector only for plans which have been approved under subsection (b)(2), below. Approvals may be obtained in any order provided no permit shall be issued by the building inspector until plans stamped or endorsed by all approving authorities are on file in his office. [See section 15-1-101(a)(16) for fee schedule.]

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- (2) *State approval required.* Except when authority to approve plans has been delegated to the building inspector, all plans for commercial, industrial or other classes of buildings or places of employment described in Wis. Stats. § 101.12, shall be approved by the Wisconsin Department of Industry, Labor and Human Relations.

(Ord. No. 93-01)

Sec. 15-1-5 New methods and materials.

- (a) All materials, methods of construction and devices designed for use in buildings or structures covered by this chapter and not specifically mentioned in or permitted by this chapter shall not be so used until approved in writing by the State Department of Industry, Labor and Human Relations for use in buildings or structures covered by the Wisconsin State Building Code, except sanitary appliances, which shall be approved in accordance with the State Plumbing Code.
- (b) Such materials, methods of construction and devices, when approved, must be installed or used in strict compliance with the manufacturer's specifications and any rules or conditions of use established by the State Department of Industry, Labor and Human Relations. The data, tests and other evidence necessary to prove the merits of such material, method of construction or device shall be determined by the State Department of Industry, Labor and Human Relations.
- (c) All materials, methods of construction and devices designed for use in buildings or structures not covered by the Wisconsin State Building Code shall be approved by the building inspector when they are proved to be the equal of those specifically required by the Code.

Sec. 15-1-6 Powers and duties of the building inspector.

- (a) *Power of police officer.* The building inspector shall enforce all of the provisions of this chapter and for such purpose shall have police powers and, in this capacity, shall have the right to call for aid of the police department.
- (b) *Power to stop building work.* Whenever any building work is being done contrary to the provisions of this chapter or is being done in an unsafe or dangerous manner, the building inspector may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the building inspector to recommence and proceed with the work.
- (c) *Power to order building to be evacuated.* Whenever any building or portion thereof is being used or occupied contrary to the provisions of this chapter, the building inspector shall order such use or occupancy discontinued and the building or portion thereof vacated by notice served on any person using or causing such use of occupancy to be continued, and such persons shall vacate such building or portion thereof within ten days after receipt of such notice or make the building or portion thereof comply with the requirements of this chapter, provided, in the event of an emergency the following subsection shall apply.
- (d) *Power to condemn.* Any building or portion thereof, including buildings or structures in the process of erection, if found to be dangerous to persons or property, or unsafe for the purpose for which it is being used, or in danger from fire due to defects in construction, or dangerous for use because of insufficient means of egress in case of fire, or which violates the provisions of the chapter due to the removal, decay, deterioration or the falling off of any thing, appliance, device or requirements originally required by this chapter or which has become damaged by the elements of fire to an extent of 50 percent of its value may be condemned by the building inspector. The building inspector may order portions of the structural frame of a building or structure to be exposed for inspection when, in his opinion, they are in an unsafe condition. In any of the aforesaid cases, the building inspector shall serve notice in writing on the owner, reputed owner

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(Supp. No. 7)

or person in charge of such a building or premises, setting forth what must be done to make such building safe. The person receiving such notice shall commence within 48 hours thereafter to make the changes, repairs or alterations set out in such notice and diligently proceed with such work or demolish the building. The building inspector shall also affix a notice of such order in a conspicuous place on the outside wall of the building, and no person shall remove or deface such notice. No such building shall be occupied or used for any purpose after the building inspector serves written notice of its unsafe or dangerous condition until the instructions of the building inspector have been complied with. Where the public safety requires immediate action, the building inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expense of such work may be recovered by the city in an action against the owner or tenant. The fire department shall give all reasonable assistance to the building inspector in such work. If the owner or tenant of any such building or structure is dissatisfied with the decision of the building inspector as to the unsafe character thereof, the question shall be referred to the board of appeals whose decision shall be final.

- (e) *Powers when orders are ignored.* If, at the expiration of the time as set forth in the first notice, the instructions, as stated, have not been complied with, a second notice shall be served personally upon the owner, his agent or the person in possession, charge or control of such building or structure or part thereof, stating therein such precautionary measures as may be necessary or advisable to place such building or structure or part thereof in a safe condition. Should the necessary changes not be made within 30 days after the service of such second notice, the board of public works may order the building inspector to proceed with the work specified in such notice. A statement of the cost of such work shall be transmitted to the board of public works which shall cause the same to be paid and levied as a lien against the property. Proper service of either of such notices shall be personal service upon the owner of such record, if he shall be within the city. If he is not located in the city, such service may be made upon any person residing in the city who collects rents on the property in questions, and in the absence of such a person, upon the tenant of the premises. If the premises are vacant and the owner is not in the city, such service will be completed when the notice is sent by registered mail to the last-known address of the owner. Whenever the owner, agent or tenant is a corporation, service may be upon the president, vice president, secretary or treasurer or, in the absence of these, the local representatives of such corporation.
- (f) *Historic buildings.*
- (1) If an order is issued under this section to raze or remove a historic building or an application is made for a permit to raze or remove a historic building or if the city intends to raze or remove a municipally-owned historic building, the city shall notify the State Historical Society and the landmarks commission of the order, application or intent. No historic building may be razed for 60 days after notice is given. During the 60 day period, the State Historical Society and landmark commission shall have access to the historic building to create or preserve a historic record (refer to subsection 13-1-70(o)(1)c).
 - (2) Maintenance of landmarks sites and HPDs shall be such that every person in charge of an improvement on a landmark site or in a HPD shall keep in good repair all of the exterior portions of such improvement and all interior portions thereof which, if not so maintained, may cause or tend to cause the exterior portions of such improvement to fall into a state of disrepair. This provision shall be in addition to all other provisions of the Codes and Ordinances of the city requiring such improvement to be kept in good repair.
- (g) *Coordinated inspections.* All provisions of the laws and regulations of the municipality and of legally-adopted rules of local fire and health officials in respect to the operation, equipment, housekeeping, fire protection, handling and storage of flammable materials, liquids and gases and the maintenance of safe and sanitary conditions of use in occupancy in all buildings shall be strictly enforced by the administrative officials to whom such authority is delegated. whenever inspection by any authorized enforcement officer discloses any violation of the provisions of this Code, or of any other rules, regulations or laws, he shall immediately notify the administrative officer having jurisdiction of the violation.

Sec. 15-1-7 Disclaimer on inspections.

The purpose of the inspections under this chapter is to improve the quality of construction in the city. The inspections and the reports and findings issued after the inspections are not intended as, nor are they to be construed as, a guarantee. In order to so advise owners and other interested persons, a disclaimer shall be included in each inspection report as follows: "The findings of inspection contained herein are intended to report conditions of noncompliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied."

Sec. 15-1-8 Regulation and permit for razing buildings.

- (a) *Permit required.* No building or structure within the City of Cedarburg shall be razed without the owner of such building or structure ("owner") or a person who will raze such building or structure ("contractor") first obtaining a permit from the building inspector. Prior to issuing the permit, the building inspector must be provided with the following:
- (1) Fee in accordance with section 15-1-101 of the Code of Ordinances.
 - (2) Copy of the building razing contract between the owner and contractor, if the owner is not the contractor.
 - (3) Documentation from the appropriate utility providers evidencing that all water, electricity, natural gas and telephone lines have been shut off and capped or sealed.
 - (4) Performance bond and certificate of insurance, as provided in section 15-1-8(b).
 - (5) Such other documents as the building inspector may reasonably require.
 - (6) All demolitions of buildings on landmark property or in historic districts must be approved by the landmark commission and the State Historical Society.
- (b) *Bonding and insurance requirements.*
- (1) Except as provided in subsection (iv), before any permit is issued for razing of a building or structure, the permit applicant shall file with the building inspector a performance bond and a certificate of insurance.
 - (2) The performance bond shall be executed by the applicant and a corporate surety authorized to execute bonds in the State of Wisconsin and shall provide that the applicant and surety are firmly bound unto the city in the penal sum of \$5,000.00 or the amount of the contract for razing, whichever is greater, and shall reimburse the city for all damages to any city property resulting from the work operations, regardless of whether the damage is done by the applicant, its agents, employees or subcontractors, and for any costs to the city due to the applicant's failure to properly complete the razing.
 - (3) The certificate of insurance shall be from an insurance company licensed to do business and in good standing in the State of Wisconsin, evidencing that the contractor has obtained an occurrence policy of comprehensive general liability insurance against claims for damages due to personal injury, including accidental death, and property damage in the amount prescribed in the city's schedule of insurance requirements, naming the city as an additional insured, which policy shall not be cancelable without 30 days prior written notice to the city, the certificate to be in full force and effect as to any permits issued prior to cancellation and all work done under said permits.

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- (4) The owner of any premises who wishes to raze a building on those premises may be granted a permit without providing the aforesaid performance bond and certificate of insurance, provided that the foundation area of such building or structure does not exceed 750 square feet and 15 feet in height, and there is no sewer or water service in such building connected to a private or public water or sewer system, and the building is in compliance with all current setback requirements established under title 13 of the Code of Ordinances, and either the owner is the contractor or the contract amount is under \$1,500.00.
- (c) *Time limits.*
- (1) The permit issued by the building inspector pursuant to subsection (a) shall be valid for three months from the date of issuance only.
- (2) Prior to commencing the razing, the contractor shall notify the building inspector of the start date for the razing operations and unless the permit provides for a later completion date, all work shall be completed within 30 days of the start date. In the event the work is not completed on or before the completion date allowed for by the permit, all work shall cease at the close of business on such date.
- (3) Prior to recommencing any work after the expiration of the originally permitted completion date, the contractor shall apply to the building inspector for an extension of the completion date and shall state the reason for the failure of the timely completion and the new projected date by which the razing operations shall be completed. The building inspector, in his sole discretion, may grant the requested extension or may proceed as provided in section 15-1-8(e).
- (d) *Work requirements.* At all times during the razing operations and prior to the commencement of completion thereof, as required, the Contractor shall:
- (1) Keep adequate barricades, fences, and lights in place around the work site to prevent harm or damage to persons and surrounding structures or property.
- (2) Take adequate precautions to prevent structures or soils adjacent to the work site from collapsing into the work site.
- (3) Take such steps as are necessary, including spraying the work site with water, to eliminate the spread of dust outside the work site.
- (4) Take all necessary steps, through the employment of a qualified person in the field of pest control or by other appropriate measures to treat the work site to prevent the spread and migration of rodents and insects therefrom during and after the razing operations.
- (5) Remove all flammable materials from the work site each day so as to assure that no flammable materials are used to back fill any excavated areas or remain on the work site after the completion of the razing operation.
- (6) Remove and/or fill, as required, all septic, holding tank and other sanitary disposal facilities and cap and seal all private wells.
- (7) Take all necessary steps to assure that no materials are burned on the work site.
- (8) Fill all excavations to one foot above the surrounding grade. The work site shall be raked clean and all excess debris shall be hauled from the work site. All areas of the work site upon which new construction will not be commenced within 30 days shall be seeded in accordance with the requirements of Wisconsin Construction Site Best Management Practices Handbook, Chapter 3.B.4.1.
- (9) Remove all underground storage tanks in accordance with section ILHR 10.732, et. seq., Wisconsin Administrative Code, as amended.
- (10) Remove all excess demolition debris and other material from the work site prior to completion.

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- (11) Remove and dispose of all hazardous and/or regulated materials in accordance with applicable state and federal regulations.
 - (12) Conform with all erosion control and debris tracking ordinances and regulations as promulgated by the city and the State of Wisconsin, and as set forth in the Wisconsin Construction Site Best Management Practice Handbook, as amended from time to time, as published by the Wisconsin Department of Natural Resources.
- (e) *Authority of building inspector.* In addition to the powers of the building inspector set forth elsewhere in the Code of Ordinances, the building inspector is hereby empowered to:
- (1) Notify the contractor of violations of this or any other section of the Code of Ordinances and order that the contractor correct such violations within a time period determined by the building inspector in his sole discretion.
 - (2) Order the contractor to immediately cease all razing operations if the building inspector determines, in his sole discretion, that an order to correct a violation of this or any other section of the Code of Ordinances is not being carried out in a timely fashion or that a condition dangerous to the public exists.
 - (3) Hire a third-party contractor to complete any razing operations which the original contractor has commenced but failed to complete or has been ordered to cease, and further to draw upon the performance bond for payment to the third-party contractor. In the event that the amount which can be drawn upon from the performance bond is not sufficient to cover the costs of completion of the razing operations, including the third-party contractor fees, engineering fees and/or legal fees, the owner shall pay such excess amounts within five days of notice from the city clerk. If the owner fails to pay such excess costs, such costs shall be certified to the city clerk to be entered on the tax roll as a special assessment against the property encompassing the work site.
- (f) *Statute adopted.* Except as otherwise provided in this chapter, Wis. Stats. § 66.05, as amended, is adopted as part of this article.
- (Ord. No. 92-18)

Sec. 15-1-9 Basements; excavations.

- (a) *Basement subflooring.* First floor subflooring shall be completed within 60 days after the basement is excavated.
- (b) *Window wells.* Window wells may not extend beyond the established building setback line and shall not encroach upon any drainage or utility easement. The maximum allowable length of any individual residential window well, measured horizontally along the foundation, shall be 6 feet, and the sum of the lengths of all window wells on any one side of a residential structure shall not exceed 12 feet. The area of the ground surface opening for any individual window well, as measured on the plane of the ground surface, shall not exceed 18 square feet, and the cumulative total area of the ground surface openings for all window wells on a residential structure shall not exceed 72 square feet. The maximum allowable window well depth, as measured from the adjacent ground surface to the bottom of the window well, is 54 inches. Window wells greater than 36 inches in depth shall be constructed with an intermediate step and shall be protected with suitable fencing, grating, transparent covers, or landscaping to minimize the potential for injury and entrapment. Any opening or combination of openings along the foundation which exceed the parameters of this section shall constitute an exposed basement.

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- (c) *Exposed basements.* Exposed basements are allowed on lots specifically identified with a split building grade elevation on the approved subdivision master grading plan on file in the office of the city engineer. Any modification to the master grading plan must be approved in writing by the city engineer.
 - (d) *Fencing of excavations.* The owner of any premises on which exists an opening or excavation which is located in close proximity to a public sidewalk or street right-of-way as to constitute a hazard to pedestrian or vehicular traffic shall erect a fence, wall or railing at least four feet high between such opening or excavation and the public right-of-way.
 - (e) *Closing of abandoned excavations.* Any excavation for building purposes or any uncovered foundation which shall remain open for more than three months shall be deemed abandoned and a nuisance and the building inspector shall order that unless the erection of the building or structure on the excavation or foundation shall commence or continue forthwith, suitable safeguards shall be provided to prevent accidental injury to children or other frequenters or that the excavation or foundation be filled to grade. Such order shall be served upon the owner of record or the owner's agent, where an agent is in charge of the premises, and upon the holder of an encumbrance of record in the manner provided for service of a summons in the circuit court. If the owner or the holder of an encumbrance of record cannot be found, the order may be served by posting it on the premises and make publication in the official newspaper for two consecutive publications at least ten days before the time for compliance stated in the order commences to run. Such time shall be not less than 14 nor more than 20 days after service. If the owner of the land fails to comply with the order within the time required, the building inspector shall cause the excavation or foundation to be filled to grade. The cost of such abatement shall be charged against the real estate and entered on the next succeeding tax roll as a special charge and shall bear interest at a rate established by the common council from the date of the report by the building inspector on the cost thereof, pursuant to the provisions of Wis. Stats. § 66.60.

(Ord. No. 2004-19)

Sec. 15-1-10 Regulations for moving buildings.

- (a) *General requirements.*
 - (1) No person shall move any building or structure upon any of the public ways of the city without first obtaining a permit therefor from the building inspector and upon the payment of the required fee. Every such permit issued by the building inspector for the moving of a building shall designate the route to be taken, the conditions to be complied with, and shall limit the time during which said moving operations shall be continued.
 - (2) A report shall be made by the building inspector with regard to possible damage to trees or the required movement of any public utilities and/or improvements. The estimated cost of trimming, removing and replacement of public trees, or the required movement of any public utilities shall be determined by the building inspector and shall be paid to the city prior to issuance of the moving permit.
 - (3) Issuance of a moving permit shall further be conditioned on approval of the moving route by the chief of police and a representative of the public works department.
- (b) *Continuous movement.* The movement of buildings shall be a continuous operation during all the hours of the day, and at night, until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection, or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Lights shall be kept in conspicuous places at each end of the building during the night.
- (c) *Street repair.* Every person receiving a permit to move a building shall, within one day after said building reaches its destination, report that fact to the building inspector who shall, with a representative of the

public works department, inspect the streets, highways, and curbs and gutters over which said building has been moved and ascertain their condition. If the removal of said building has caused any damage to any street or highway, the person to whom the permit was issued shall forthwith place them in as good repair as they were before the permit was granted. On the failure of the said permittee to do so within ten days thereafter to the satisfaction of the public works department, the city shall repair the damage done to such streets and hold the person obtaining such permit and the sureties on his bond responsible for the payment of same.

- (d) *Conformance with code.* No permit shall be issued to move a building within or into the city and to establish it upon a location within the said city until the building inspector has made an investigation of such building at the location from which it is to be moved, and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code in all respects. A complete plan of all further repairs, improvements and remodeling with reference to such building shall be submitted to the building inspector, and he shall make a finding of fact to the effect that all such repairs, improvements and remodeling are in conformity with the requirements of this Building Code, and that when the same are completed, the building as such will so comply with said Building Code. In the event a building is to be moved from the city to some point outside the boundaries thereof, the provisions with respect to the furnishing of plans and specification for proposed alterations to such building may be disregarded.
- (e) *Bond.*
 - (1) Before a permit is issued to move any building over any public way in the city, the party applying therefor shall give a bond to the City of Cedarburg in a sum to be fixed by the building inspector and which shall not be less than \$5,000.00; said bond to be executed by a corporate surety or two personal sureties to be approved by the building inspector or designated agent conditioned upon, among other things, the indemnification to the city for any costs or expenses incurred by it in connection with any claims for damages to any person or property, and the payment of any judgment together with the costs and expenses incurred by the city in connection therewith, arising out of the removal of the building for which the permit is issued.
 - (2) Unless the building inspector, upon investigation, shall find it to be a fact that the excavation exposed by the removal of such building from its foundation shall not be so close to a public thoroughfare as to permit the accidental falling therein of travelers or the location, nature and physical characteristics of the premises and the exposed excavation, such as to make intrusion upon the premises and the falling into such excavation of children under 12 years of age unlikely, the bond required by subsection (e)(1) shall be further conditioned upon the permittee erecting adequate barriers and within 48 hours, filling in such excavation or adopting and employing such other means, devices or methods approved by the building inspector and reasonably adopted or calculated to prevent the occurrences set forth herein.
- (f) *Insurance.* The building inspector shall require in addition to said bond above indicated, public liability insurance covering injury to one person in the sum prescribed in the city's schedule of insurance requirements. The city shall be named as a third-party insured on the policy.

Sec. 15-1-11 Building security and lockset requirements.

- (a) *Purpose.* The purpose of this Section is to establish minimum security requirements to better protect persons and property from property crimes by delaying, deterring, and restricting persons attempting unauthorized or illegal entry into buildings or parts of buildings.
- (b) *Applicability.* This Section shall apply to all newly-constructed multiple-family dwellings and to all remodeling of existing multiple-family dwellings requiring the issuance of a building permit which involves entry doors.
- (c) *Definitions.*

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- (1) *Dead-latching lockset.* A latching device and strikeplate which is held in dead position when closed by means of an added integral slide trigger mechanism. The complete lockset shall consist of a knob on both sides and shall be locked/unlocked by key from the exterior and turn-button from the interior.
 - (2) *Cylinder spring dead latchset.* A latching device and strikeplate which is positively held in dead-latch position when the door is closed by means of an added integral slide trigger mechanism. The complete set shall consist of a key operation from the exterior and a knob, thumbturn, or lever handle from the interior.
 - (3) *Single cylinder deadbolt.* A bolt which has no automatic spring action and which is operated by a pin-tumbler cylinder key from the outside and a thumbturn from the inside and is positively held when in the projected or locked position.
 - (4) *Cylinder guard.* A free-turning steel ring surrounding the exposed portion of the lock cylinder on a deadbolt and which is fastened so as to protect the deadbolt from wrenching, prying, cutting or pulling by attack tools.
 - (5) *Panic-free double lockset.* A high-security lockset featuring a standard latching lockset below with a high-security single-cylinder deadbolt above with a one inch throw deadbolt. Both doorlatch and deadbolt are retracted simultaneously by single action of the interior knob designed for ease during panic escapement.
 - (6) *Steel insert.* A hardened steel pin contained in the bolt and located to prevent bolt cutting with common tools.
 - (7) *Exterior doors.* Doors which lead from the exterior of the building directly either into a common lobby or directly into an individual apartment.
 - (8) *Hinged interior entrance/exit doors.* Doors which lead from a common lobby or connecting garage directly into an individual apartment.
- (d) *Required hardware applications.*
- (1) All exterior doors leading into common lobbies shall have locksets so as to create secured lobbies. Such entrances shall use the deadlatching lockset or across-the-door type self-locking push bar lock/lock release commonly referred to as a "Panic Free Bar" which shall need a key to gain entrance to the lobby but shall not need a key to exit the building.
 - (2) All hinged interior entrance/exit doors leading from a garage or common lobby area into individual apartments shall be equipped with a deadlatching lockset having a minimum bolt throw of one-half inch. this shall be accompanied by a double-cylinder deadbolt if there are glass panels within 40 inches from the deadbolt. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (3) All hinged interior entrance/exit doors and doors leading from a garage or common lobby area into individual apartments shall be equipped with a deadlatching lockset having a minimum bolt throw of one-half inch. If the door does not contain glass within 40 inches of the deadbolt, it shall be equipped with a single cylinder deadbolt having a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.
 - (4) All hinged exterior doors leading directly from the outside of the building into the individual apartment shall be equipped with a deadlatching lockset having a minimum throw of one-half inch. This shall be accompanied by a single-cylinder deadbolt. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard. The deadbolt and lockset may be activated as an integral unit or as individual locks.

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- (5) All hinged interior entrance/exit doors on upper apartments being on the second or higher floor having no other emergency escape routes shall be equipped with a panic-free double lockset. This lockset shall be equipped with a deadlatching lockset having a one-half inch throw and a single-cylinder deadbolt which in the locked position will retract simultaneously with the doorlatch by single action on the doorlatch. The deadbolt shall have a minimum throw of one inch and shall be equipped with a steel insert and a free-turning cylinder guard.
 - (6) Where single or pairs of hinged entrance doors to dwellings are equipped with ornamental pulls, the cylinder spring deadlatch may serve as a substitute for a deadlatching lockset.

Sec. 15-1-12 Garages and accessory buildings.

(a) Definitions.

- (1) An attached private garage shall mean a private garage attached directly to the principal building, or attached by means of an enclosed or open breezeway, porch, terrace or vestibule, or a private garage so constructed as to form an integral part of the principal building.
- (2) A detached private garage shall mean a private garage entirely separated from the principal building.
- (3) Accessory buildings shall conform to all requirements of this chapter.

(b) Locations. Detached garages shall be governed by the following unless otherwise provided for in appropriate zoning codes.

- (1) Garages of wood frame construction shall be located no less than ten feet from any residence building, except that such distance may be reduced to not less than five feet when the adjacent wall is protected as required for attached garages.
- (2) Garages of masonry wall construction shall be located no less than five feet from any residence building.

(c) Foundations and footings. Attached private garages shall be provided with the same type footings and foundations as required herein for the principal building. Concrete floors shall be not less than four inches in thickness. Detached private garages may be built with a continuous floating slab of reinforced concrete not less than four inches in thickness. Reinforcement shall be a minimum of six by six inch, or number ten by ten wire mesh. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of the slab. Exterior wall curbs shall be provided not less than four inches above the finished ground grade adjacent to the garage. Bolts three-eighths inches in diameter with nuts and washers attached, six inches long, shall be embedded three inches in the concrete curb of detached garages, six feet on centers. Wall corners cannot be more than 12 inches from the nearest bolt.

(d) Floor surface. The floor in all private garages shall be of concrete construction and sloped toward the exterior garage door or opening. No openings or pits in the floor shall be permitted, except for drainage.

(e) Construction. Private garages shall be constructed as follows: (See detail (c) for detached garages.)

- (1) Load bearing foundation walls and partitions shall be constructed as herein regulated.
- (2) Detached private garages of wood frame construction shall be constructed with the following requirements.
 - a. Studs may have a maximum spacing of 24 inches on centers.
 - b. Diagonal corner bracing may be applied on the inside surface of studs.
 - c. Corner posts may consist of two, two by four inch studs or a single, four by four inch stud.

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- d. Horizontal bracing and collar beams may be two by six inch with a maximum spacing of four foot on centers.
 - e. Bottom plates must use decay resisted material.
 - (f) *Attached private garages.* Private garages may be attached to or made part of residence buildings when in compliance with the following regulations:
 - (1) *Separation from dwelling areas.* Attached garages shall be separated from the dwelling unit by at least:
 - a. Two inch brick or stone veneer.
 - b. Metal lath or perforated rock lath and three-fourths inch of plaster.
 - c. Five-eighths inch of vermiculite plaster board.
 - c. Five-eighths inch fire code gypsum plaster board.
 - (2) An attached private garage may have a door connecting directly into the principal building, provided that the floor of such garage is at least eight inches below the floor of such principal building. Such door shall be a metal or solid wood door not less than one and three-quarter inches in thickness. A maximum of 100 square inches of one-fourth inch stationary wire glass window may be permitted in such door.
 - (g) *Garage heating.* All open flame equipment shall be effectively separated by not less than one hour fire-resistive wall, floor or ceiling; however, suspended furnaces or direct fired units that are fired with a liquid fuel or gas may be used with an enclosure. (See U.D.C. 23.04(1)(e) for further information.)

Sec. 15-1-13 Decks.

(a) Definitions.

Deck. Any structure which serves as a raised horizontal platform or floor constructed of wood or other materials, without enclosing walls or roof.

Attached deck. Any deck which is physically connected to the principal building or accessory structure.

Detached deck. Any deck which is not physically attached to the principal building or accessory structure.

(b) Soil and excavation requirements for deck piers or foundations.

- (1) No pier shall be placed on soil with a bearing capacity of less than 2,000 pounds per square foot unless the pad support is designed through structural analysis.
- (2) All organic material (roots, etc.) shall be cut off at the sidewalls of the borings or trench. All organic and loose material must be removed from the cavity area prior to pouring concrete.

(c) Deck piers, pads and foundations.

- (1) General footings, pads or piers shall be of adequate bearing area to safely distribute all live and dead loads to the supporting soil without exceeding the bearing capacity of the soil.
- (2) Type and size of concrete pads and piers.
 - a. Decks attached to principal buildings.
 - 1. Concrete pads - The minimum depth of a pad shall be 48 inches below grade. The minimum dimensions of this pad shall be four inches in depth and eight inches in diameter.
 - 2. Piers - The minimum depth of concrete piers shall be 48 inches below grade. The minimum dimension of this pier shall be eight inches in diameter. (The concrete pier(s) shall extend a

minimum of six inches above grade unless an approved mounting bracket is secured at the top surface of the pier(s)).

3. Direct burial wood posts shall be placed on a minimum two inch nominal thickness treated plat or other approved materials at a uniform depth below grade. Posts shall be treated to the requirements of the American wood Preserver's Association (AWPA) standard C2 and C15, for direct soil contact four inches below grade. Post shall be a minimum of four feet below established grade.

(d) *Framing.*

(1) *General requirements.*

- a. Materials. All wood framing used in deck construction shall be pressure treated against decay or shall be a species of wood that is naturally decay resistant or shall be protected from weather.
- b. Design loading. Decks shall be designed for a minimum of a 40 pound per square foot loading.
- c. See fastener schedule table (15-1-18-B).

(2) *Column posts.*

- a. Column spacing. Column posts shall be spaced per "Table No. 2."
- b. Column size.
 1. All column posts not exceeding six feet in height shall be a minimum of four by four inches nominal thickness.
 2. All column posts exceeding six feet in height shall be a minimum of six by six inches nominal thickness.
- c. Lateral support. Column posts shall be constructed in such a manner or mechanically attached to the deck foundation to resist lateral movement.

(3) *Beams.*

- a. Beam size. All beams shall be sized per "Table No. 1."
 1. Beams, except as otherwise noted in "Table No. 1," Shall be a minimum of two, two inch thick member of one, four inch thick member. (I.E., 2 - 2X8 or 1 - 4/8).
 2. Beams may be spaced on each side of the post provided that blocking is installed a minimum of 24 inches.
- b. Bearing. Beams bearing directly on the posts shall be attached by means of approved metal anchors or other approved methods.
- c. Ledger boards. Ledger boards attached directly to the house or other structure may be used to replace a beam or beams. A single member of equal depth to the required size beam shall be used. The ledger board shall be attached with bolts, lag bolts or nails, spaced no less than 16 inches on center, secured directly into the building structure. Flashing shall be installed between the ledger and building structure.

(4) *Joists.*

- a. Joist size. All deck joists shall be sized and spaced per "Table No. 2." (Table 15-1-18-A)
- b. Bearing. Deck joists shall bear a minimum of one and one-half inches on the beam or ledger board. Joists fastened to the face of the beam or ledger shall be attached with approved metal hangers.

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- c. Bridging. Bridging shall be provided at intervals not exceeding eight feet.
 - d. Overhanging of joists. Joists which are at right angles to the supporting beam shall not be cantilevered more than two feet past the supporting beam, unless designed by structural analysis.
- (5) *Decking.*
- a. Material. All decking material shall be a minimum of one and one-quarter inches thick, nominal thickness. One inch decking may be used provided that the joists are spaced no more than 16 inches on center.
 - b. Decking orientation.
 - 1. Decking shall be installed diagonally or at right angles to the joists.
 - 2. Decking shall be centered over joists with cuts made parallel to joists. Not more than two adjacent boards may break joints on the same joist except at ends and at openings.
- (6) *Guardrails and handrails.*
- a. Guardrails. All decks which are more than 24 inches above grade shall be protected with guardrails.
 - b. Handrails. Every stairway of more than three risers shall be provided with at least one handrail. Handrails shall be provided on the open sides of stairways.
 - c. Guardrail and handrail detail.
 - 1. Height. Handrails shall be located at least 30 inches, but not more than 34 inches, above the nosing of the treads. Guardrails shall be located at least 36 inches above the surface of the deck.
 - 2. Open railings. Open guardrails or handrails shall be provided with intermediate rails or an ornamental pattern to prevent the passage of a sphere with a diameter greater than six inches.
 - 3. Railing loads. Handrails and guardrails shall be designed and constructed to withstand a 200 pound load applied in any direction.
- (7) *Stairway, treads and risers.*
- a. Risers. Risers shall not exceed eight inches in height measured from tread to tread.
 - b. Treads. Treads shall be at least nine inches wide, measured horizontally from nose to nose.
 - c. Variation. There shall be no variation in uniformity exceeding three-sixteenths inch in the width of a tread or in the height of risers.
 - d. Stair stringers. Stair stringers shall be supported in accordance to the same manner as used for the deck.
- (8) *Alternate provisions.*
- a. Wood decks. Additional information may be found in the Uniform Dwelling Code standard listed below.
 - 1. Excavation requirements of section ILHR 21.14
 - 2. Footing requirements of section ILHR 21.15
 - 3. Frost penetration requirements of section ILHR 21.16

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4. Load requirements of section ILHR 21.02
 5. Stair, handrail and guardrail requirements of section ILHR 21.04
 6. Decay protection requirements of section ILHR 21.10

Sec. 15-1-14 Requirements for the restoration and/or rehabilitation of historic properties designated by the landmarks commission.

- (a) *Purpose.* The purpose of this Section is to establish requirements to ensure the protection and preservation of historic properties.
- (b) *Applicability.* This Section shall apply to the restoration and/or rehabilitation of historic buildings or structures identified BY the City's Landmarks Commission. Such buildings or structures may be located either inside or outside of the Washington Avenue historic Preservation District (WAHPD). This section shall also apply to the restoration and/or rehabilitation of existing non-contributing buildings in the Washington Avenue Historic Preservation District.
- (c) *General guidelines for restoration, rehabilitation and new construction.* The Landmarks commission is available for consultation to assist owners of affected properties to preserve and enhance existing structures and implement these guidelines.
 - (1) *General.* In considering proposed changes to historic affected properties, the landmarks commission shall consider the following:
 - a. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the exterior of a building, structure or site and its environment.
 - b. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.
 - c. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. Changes which may have acquired design or construction significance in their own right shall be recognized and weighed as a factor.
 - d. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure and site must be treated with sensitivity.
 - e. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, size and other visual qualities. Repair or replacement of missing architectural features shall be based on accurate duplications of features, substantiated by historic, physical and pictorial evidence rather than on conjectural designs or the availability of different elements from other buildings or structures.
 - f. The surface cleaning of structures shall be undertaken with the gentlest means possible. Chemical or physical treatments that cause damage to historic building materials are not permitted. The landmarks commission shall approve any methods before cleaning. Test spot areas are to be done and approved by the building inspector or his designee and a landmarks commission member before the major work is to begin.
 - g. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.

- h. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, district, neighborhood or environment.
 - i. Wherever possible, new additions or alterations to structures shall be accomplished in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
- (d) *Standards for the restoration and/or rehabilitation of historic building exteriors and additions.* The standards used for the restoration and/or rehabilitation of historic building exteriors and additions thereto shall be the Secretary of the Interior's "Standards for Restoration" and/or "Standards for Rehabilitation", hereinafter referred to as the current "SOI Standards". See Attachment A for the summary of some key SOI Standards.
- (1) *Height.* Alterations which create more than a one story difference between a building and those on either side would be subject to review by the landmarks commission based on past photos and history of the original building.
 - (2) *Major facade.*
 - a. *Shop fronts.*
 - 1. Shop fronts shall be restored relying on historic photographs, original drawings, physical evidence and other documents and shall be rehabilitated in keeping with or sympathetic to the architectural style of the building.
 - 2. Shop fronts shall fit inside the original shop front opening and shall not extend beyond the original opening.
 - 3. Display windows shall be restored to their original appearance based on photos and any other documentation in keeping with the architectural era. Small paned 18th century windows shall not be used nor shall solid or translucent materials be used in place of window glass.
 - b. *Windows.*
 - 1. All windows shall be restored to their original appearance based on photos and any other documentation or be rehabilitated to fit the original frame.
 - 2. Round or segmentally-arched windows shall contain window frames and panes which follow the exterior configuration. A less desirable alternative of partial blocking to form a rectangular opening may occur but, if proposed, shall block up the least possible amount of the opening to preserve to the greatest extent possible of the original proportions of the window.
 - 3. Windows shall not be blocked up.
 - 4. Shutters may be used if there is evidence that they were in the original building design and shall be proportionate to windows.
 - 5. Regarding storm windows, mill finish aluminum storm windows shall not be used. Wood is recommended. Storms shall be painted to match window trim.
 - 6. If a window is deteriorated beyond repair, replacement windows should be sought which will duplicate the detailing of the original windows as closely as possible. Windows of wood construction are preferred. Subject to approval by the landmarks commission, aluminum clad exterior windows may be used to replace wood windows beyond repair provided they fully comply with SOI Standards.

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- c. *Porches, trim and ornamentation.* Retain porches and steps visible from the public right-of-way which are historically and architecturally appropriate to the building. Avoid altering porches and steps by enclosing open porches or replacing wooden steps with cast concrete steps or by removing original architectural features, such as hand rails, balusters, columns or brackets.
 - d. *Trim and decorative ornamentation.* Retain original copings, cornices, cresting, finials, railings, balconies, oriel, pilasters, columns, chimneys, bargeboards or decorative panels which are essential to the maintenance of the building's historic character and appearance.
 - e. *Roof shape.*
 - 1. The roof shape of the front of a building or structure shall not be altered except to restore it to the original documentable appearance or to add a dormer or dormers in a location and shape compatible with the architectural design of the building and similar in location and shape to original dormers on buildings of the same vintage and style within the district. Alterations of the roof shape of the sides or back of a building or structure shall be visually compatible with the architectural design of the existing building.
 - 2. Mansards, pents, gables, gambrels or other exotic roof shapes not characteristic of the architectural area shall not be allowed.
 - 3. Roof material.
 - aa. If the existing roof of a building or structure is tile, slate, or other material that is original to the building or structure and/or contributes to its historic character all repairs thereto shall be made using the same materials. In addition, in all cases any such roof must be repaired rather than replaced, unless the documented cost of repair exceeds the documented cost of reroofing with a substitute material that approximates the appearance of the original roofing material as closely as possible will be approved by the Landmarks Commission.
 - bb. If the existing roofing material is asphalt shingles, sawn wood shingles or a non-historic material, such as fiberglass, all repairs shall match in appearance the existing roof material; however, if any such roof is covered or replaced, reroofing must be done using rectangular sawn wood shingles or rectangular shingles that are similar in width, thickness and apparent length to sawn wood shingles, for example, 3-in-1 tab asphalt shingles and dimensional asphalt/fiberglass are recommended.
 - cc. Rolled roofing, tar and gravel and other similar roofing materials are prohibited except that such materials may be used on flat or slightly sloped roofs which are not visible from the ground.
 - f. *Doors.*
 - 1. Original exterior doors should be retained whenever possible. If it is deteriorated beyond repair, a new door should be chosen which closely resembles the original.
 - 2. Storm/screen doors. If possible, the original main exterior door should be weatherstripped so a storm door is not needed; however, if a storm door is desired, one should be chosen which reveals as much as possible of the door behind it. Material of storm/screen door shall be wood and painted to harmonize the main door.
 - g. *Terminating element.* Most buildings have a terminating element at the roof line such as corbelled masonry, wood coping, and cut stone. This shall not be altered but restored only.

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- h. *Fences.* Construct and/or retain fences in the Historic District which are visible from the public right of ways in a historically and architecturally appropriate manner in relationship to the adjoining buildings. Chain link fences are not allowed along public right of ways. Setbacks from right of ways and height restrictions are per the city ordinance. A certificate of appropriateness is required for any renovation and/or construction of fences in the Washington Avenue Historic Preservation District.
- (3) *Materials.*
- a. Materials used in original construction shall also be used in restoration and rehabilitation; materials shall have the same visual appearance as existing original parts of the building. Generally, in Cedarburg, this is either brick or dressed stone but in some cases clapboard, board and batten, or stucco may be in keeping with original construction. Brick and other materials used in restoration shall be selected to conform to the dimensions of existing, original materials. Brick shall also conform in color, texture and surface treatment to existing, original brick. Other materials shall coordinate in color, texture and surface treatment with nearby buildings.
 - b. Exterior Wall materials and siding. Exposed aggregate, fieldstone, boulders, split rock, concrete or cinder block, or aggregate panels shall not be permitted. Vertical or horizontal board and batten or shingles shall not be permitted unless they are aesthetically acceptable and compatible with the style of the building and nearby buildings. Repair or replacement of exterior materials and siding shall fully comply with SOI Standards in Attachment A. Where more than one layer of siding exists on the building, all layers except the first must be removed before new siding is applied. If insulation is applied under the new siding, all trim must be built up so that it projects from the new siding to the same extent it did with the original siding.
 - c. Mortar joints. The masonry wall shall appear visually as masonry. In restoration, care should be taken not to damage the brick, thereby creating larger joints than were original to the specific building. No exaggerated, uneven or oddly-colored mortar joints should be used. Mortar joints shall duplicate the original in width and joint profile.
 - d. Glazing. Clear glazing material shall be used. No mirror glass shall be permitted. Glass blocks are out of character and inappropriate. Glazing shall be replaced in kind.
- (4) *Cleaning and painting.*
- a. Building shall be cleaned with the gentlest method possible to accomplish the task, therefore sandblasting or other abrasive techniques are not permitted on brick or soft stone surfaces.
 - b. Masonry buildings which have never been painted shall not be painted unless authorized by the commission.
 - c. Painting can define and accent architectural features and improve the general overall appearance of the building. An appropriate color scheme is one of the most important factors to be aware of when restoring the exterior of a building. Every effort should be made to determine the "original" color. New paint schemes for affected properties within the Washington Avenue Historic Preservation District must receive a certificate of appropriateness.

Sec. 15-1-15 Requirements for new construction and additions in the Washington Avenue Historic Preservation District and at designated historic properties elsewhere in the city.

- (a) *Purpose.* The purpose of this section is to establish requirements to ensure architectural compatibility and protect and preserve historic buildings in the Washington Avenue Historic Preservation District and elsewhere in the city.
- (b) *Applicability.* This Section shall apply to the construction of new buildings and additions in the Washington Avenue Historic Preservation District and at designated historic properties elsewhere in the city.
- (c) *Specific guidelines for new construction and additions.*
 - (1) *General.* New buildings shall correspond in height, width, proportion, relationship to street, roof forms, composition, rhythm, proportion of openings, materials and color to the existing buildings in the district. Plans should show building elevations to either side and must show the compatible scale. Additions and exterior alterations that are not visible from any street contiguous to the lot lines upon which the building or structure is located may be approved by the landmark commission if their design is compatible with the scale of the existing building and, further, if the materials used are compatible with the existing materials in texture, color, and architectural details. Additions and alterations shall harmonize with the architectural design of the building rather than contrast with it. New additions shall fully comply with SOI Standards.
 - (2) *Height.* Floor heights on main facades shall appear visually in proportion to those of adjoining buildings. There should be no more than one story difference between a new building and those on either side.
 - (3) *Width.* New buildings shall reflect the characteristic rhythm of facades along the street. If the site is large, the mass of the facade can be broken into a number of smaller bays.
 - (4) *Proportion.* The characteristic proportion (relationship between height and width) of existing facades shall be maintained.
 - (5) *Relationship to street.* Residential-type buildings shall be built set back from the street with side yards. Business-type buildings should be closer to the lot lines with less setback (see Zoning Code).
 - (6) *Roof shapes.* See section 15-1-14(d)(2)e.
 - (7) *Materials.* New construction in the Washington Avenue Historic Preservation District should be composed of materials which complement adjacent and nearby facades. New buildings should not contract sharply with existing nearby buildings. For illustrative purposes, examples of architectural styles which would tend to have elements which are incompatible with Cedarburg's historic styles (found in nearby facades) include (with no attempt to be inclusive) Spanish Mission, Colonial, Scandinavian Modern, Bavarian and French Provincial.
 - a. In this district, masonry (brick or stone) facing should normally be used. Brick should be of standard size 8" x 2-1/3" x 4" and of even coloration. Exposed aggregate, fieldstone, boulders, split rock, concrete or cinder block, aggregate panels, aluminum, steel or vinyl siding should not be permitted. Vertical or horizontal board or batten, shingles, or clapboards shall be permitted only if aesthetically acceptable.
 - b. Mortar joints. Masonry walls should appear visually as masonry—not as permitted. Black mortar or other mortar which contrasts with the masonry shall not be used.

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- c. Glazing. Clear or slightly tinted glass or polymeric glazing materials should be used. No mirror glass, deeply-smoked glass or glass blocks shall be permitted.
 - d. Color. Colors chosen for new construction shall correspond to those neighboring buildings within the block or the District.
- (d) *Conflict with other codes.* These guidelines shall not conflict with state building codes or energy conservation codes.

(Ord. No. 2015-02)

Sec. 15-1-16 Severability.

Should any section, clause or provision of this chapter be declared by any court to be unconstitutional or invalid for any reason, such declaration shall not affect the validity of the chapter as a whole or nor any part thereof other than the part so decided to be unconstitutional or invalid. All chapters or ordinances contravening the provisions of this chapter are hereby repealed. This chapter shall take effect and be in force from and after its passage and publication.

Sec. 15-1-17 Definitions.

- (a) For the purpose of this chapter, certain terms, phrases and words and their derivatives shall be construed as set out in this chapter. Words used in the singular include the plural, and the plural, the singular. Words used in the masculine gender include the feminine, and the feminine, the masculine.

Accessory object. Objects constructed by man which enhance the cityscape by serving as amenities (i.e., fountains, cemetery monuments, statues and works of art).

Addition. New construction performed on a dwelling which increases the outside dimensions of the dwelling.

Alley. Any open public space or thoroughfare less than 30 feet but not less than ten feet in width which has been deeded to the public for public use.

Alteration. A substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling or in the exterior architectural features of any historic structure or structure within a historic district or on a landmark site.

Approved. As to materials and types of construction, refers to approval by the building inspector as the result of investigation and tests conducted by the inspector, or by reason of accepted principles or tests by national authorities, technical or scientific organizations.

Attachment A. A Publication titled "Wisconsin Preservation Information - Guidelines for Planning Historic Preservation Tax Credit Projects - Wisconsin Supplement to the Secretary of the Interior's Standards for Rehabilitation.

Attic or attic story. Any story situated wholly or partly in the roof, so designated, arranged or built as to be used for business, storage or habitation.

Basement. That floor of any structure located predominately below the average adjoining lot grade.

Bay window. A rectangular, curved or polygonal window extending beyond the main wall of the building.

Bearing wall. A wall of which any portion supports a load other than its own weight.

Building. Any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind; and when separated by a fire wall, each portion of such building so separated shall be deemed a separate building.

Certificate of appropriateness. A certificate issued by the landmarks commission approving a proposed change, alteration or demolition of buildings, structures, or accessory objects, and any additions or new buildings to assure compatibility with the historic character of a building and/or its neighborhood.

Commission. The landmarks commission of the City of Cedarburg (~~i.e., Historic Preservation Commission~~).

Curtain wall. A nonbearing wall between columns or piers which is more than one story or 18 times its thickness in height.

Dead load in a building includes the weight of the walls, permanent partitions, framing, floors, roofs and all other permanent, stationary construction forming a part of the building.

Demolition. The substantial deterioration or complete or substantial removal or destruction of any historic building, structure, fence or accessory object which is located within a historic district or on a landmark site.

Department. The department of industry, labor and human relations.

Dwelling.

- a. Any building, the initial construction of which is commenced on or after the effective date of this chapter, which contains one or two dwelling units; or
- b. An existing structure, or that part of an existing structure, which is used or intended to be used as a one or two family dwelling.

Exposed basement. Any basement where part of the foundation wall is exposed or stepped down, such that a consistent yard grade is not maintained around the foundation perimeter.

Existing building is a building already erected or one for which a legal permit has been issued prior to the adoption of this chapter.

Exterior architectural features. The general architectural arrangement of such portion of the exterior of any building or structure as is designed to be viewed from a public way, including but not limited to the kind, color, and texture of the building material, the type and design of all windows, doors, lights, signs and other fixtures appurtenant to such exterior.

Exterior walls. Outer walls or vertical enclosure of a building other than a party wall.

Family is one person living alone or a group of two or more persons living and cooking together on the premises as a small housekeeping unit.

Fences. A wooden, masonry or metal structure intended to enclose an open space for purposes of security, confinement, or aesthetic ornamentation.

Fire separation wall. A wall of masonry or reinforced concrete which subdivides a building to restrict the spread of fire, but is not necessarily continuous through all stories or extended through the roof.

Fire wall. A wall of masonry or reinforced concrete which subdivides a building to prevent the spread of fire by starting at the foundation and extending continuously through all stories to and above the roof.

Floor area is the area inside the exterior or fire walls of a building, exclusive of vent shafts and courts.

Footing is the spreading course at the base or bottom of a foundation wall, column or pier.

Foundation is the structure, including masonry walls, piers, footing, piles, grillage and similar construction which is designed to transmit the load of any superimposed structure to natural soil or bedrock.

Front of lot means the front boundary line of lot bordering on the street and in the case of a corner lot may be either frontage.

Grade. The finished yard grade at the building pad as established on the approved subdivision master grading plan on file in the office of the city engineer. Where no such plan exists, the city engineer shall set the grade, taking into consideration the elevation of adjacent streets, building structures, utilities, and drainage.

HPD. "Historic Preservation District." An area designated by the plan commission on the recommendation of the landmarks commission and after public hearing, that contains improvements which: 1) have a special character or special historical significance or value; 2) represent one or more periods or one or more eras in the history of the city; and 3) cause such area, by reason of such factors, to constitute a distinct section of the city.

Height of building is the vertical distance from the "grade" to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

Historic properties means any building, structure, object, district, area or site, whether on or beneath the surface of land or water, that is significant in the history, prehistory, architecture, archaeology or culture of this state, its rural and urban communities or the nation.

Improvement. Any place, structure, building, fixture or object which in whole or in part constitute an exterior betterment, adornment or enhancement of any real property.

Interior wall. A wall which is entirely enclosed by the exterior walls of the building.

Landmark. Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state, or nation and which has been designated a landmark pursuant to the provisions of this chapter. (See also "site.")

Lintel is the beam or girder placed over an opening in a wall and which supports the wall construction above.

Live loads are all imposed, fixed or transient loads other than "dead loads."

Lumber sizes and grades whenever used in this chapter shall mean nominal sizes. The actual sizes shall not be less than the size specified by the American Lumber Standards Committee. All grades shall be determined using American Lumber Standards as a base.

Maintenance. Work intended to repair or replace any part of any improvement, to correct any deterioration or decay of or any damage to such improvement or any part thereof and to restore same, as nearly as practicable, to its condition prior to the occurrence of such deterioration, decay or damage.

Masonry is that form of construction composed of monolithic concrete or of tone, brick, concrete, gypsum, hollow clay tile, concrete blocks or tile, or other similar solid or hollow incombustible building units or materials, or a combination of these materials laid up unit by unit and set in approved mortar.

Masonry (built-up). That form of construction composed of stone, brick, gypsum, hollow clay tile, concrete blocks or other similar solid or hollow incombustible building units or materials or a combination of these materials laid up unit by unit and set in approved mortar.

Masonry (monolithic). A homogeneous mass of inert materials mixed with a Portland cement and constructed in one continuous operation.

Masonry (solid). Masonry without hollow spaces.

Measured drawing. An architectural drawing of an existing building or structure measured and drawn to scale.

Minor repair. Repair performed for maintenance or replacement purposes on any existing one or two family building which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exists, fire protection or exterior aesthetic appearance, and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.

Nonbearing wall. A wall which supports no load other than its own weight.

Municipality means the City of Cedarburg.

One- or two-family dwelling. A building structure which contains one or two separate households intended to be used as a home, residence or sleeping place by an individual or by two or more individuals maintaining a common household, to the exclusion of all others.

Panel wall. A nonbearing wall built between columns or piers and wholly supported at each story.

Parapet wall. That part of any wall entirely above the roof line.

Party wall. A wall used or adapted for joint service between two buildings.

Person. An individual, partnership, firm or corporation.

Portland cement mortar is approved cement mortar which consists of not less than one part of Portland cement putty to three parts of approved sand, or equal, aggregate.

Portland cement putty is Portland cement with a mixture of not more than 50 percent of approved lime putty.

Rehabilitation. The process of improving property through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which have significant historic, architectural and cultural value.

Repair. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance. The words "repair" or "repairs" shall not apply to any alteration.

Restoration. The process of bringing a property back to its original or unimpaired state. Authenticity of a restoration would require the removal of incompatible exterior elements and the repair or replacement of damaged or deteriorated elements with exact replicas of the same design, dimensions, and materials.

Retaining wall. Any wall used to resist the lateral displacement of any material.

Shaft. A vertical opening through one or more floors of a building for elevators, dumbwaiter, light, ventilation or similar purposes.

Shall as used in this chapter is mandatory.

Site. Any parcel of land of historic significance due to a substantial value in tracing the history of aboriginal man, or upon which a historic event has occurred, and which has been designated as a landmark site under this section; or an improvement parcel, or part thereof, on which is situated a landmark and any abutting parcel, or part thereof, used as and constituting part of the premises on which the landmark is situated.

SOI standards. Secretary of the Interior's Standards for Restoration and/or Standards for Rehabilitation.

Stairway. By a stairway is meant one or more flights of steps and the necessary platforms connecting them to form a continuous passage from one level to another.

Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. A basement shall not be considered a story unless the ceiling thereof is more than five feet above grade.

Second story. A building shall be considered a two story building when the bearing walls extend more than three feet above the second floor or said wall is more than 17 feet high measured from the grade up. No two story residence bearing wall shall have a height to exceed 22 feet measured from the lower edge of the first floor joists to the top of the wall.

Third story. A building shall be considered a three story building when it consists of three stories above grade.

Structure. Any construction erected by man intended for shelter, as well as bridges, flag poles, street clocks, and street signs.

- a. *Altered historic building.* A building which conforms in age, size, height, material and character to others in the area but which has undergone stylistic modification. Restoration or rehabilitation in keeping with or sympathetic to the original architectural style shall be permitted. A Certificate of Appropriateness is required for any action.
- b. *Intact building.* A building which still retains its original appearance. It requires routine maintenance in conformity with the existing design to keep it in a satisfactory state of preservation. A Certificate of Appropriateness is required for any action.
- c. *Intrusion building.* A building which does not conform to the general character of the district in architectural style, size, height, texture and material. It should remain until it is no longer useful, and eventually should be remodeled or replaced with a more compatible building. (See guidelines for new construction.) A Certificate of Appropriateness is required for any action.

Structure is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Uniform Dwelling Code. Those Administrative Code provisions and any future amendments, revisions or modifications thereto, contained in the following chapters of the Wisconsin Administrative Code:

Wis. Adm. Code Chapter ILHR 20 — Administration and Enforcement

Wis. Adm. Code Chapter ILHR 21 — Construction Standards

Wis. Adm. Code Chapter ILHR 22 — Energy Conservation Standards

Wis. Adm. Code Chapter ILHR 23 — Heating, Ventilating and Air Conditioning Standards

Wis. Adm. Code Chapter ILHR 24 — Electrical Standards

Wis. Adm. Code Chapter ILHR 25 — Plumbing and Potable Water Standards

Veneer is the outer facing of brick, stone, concrete or tile attached to an enclosing wall for the purpose of providing ornamentation, protection or insulation which cannot be considered as adding to the strength of the walls.

Window well. A below ground opening immediately adjacent to the basement foundation wall of a structure, for the purpose of providing light, ventilation, or emergency ingress/egress to the basement of the structure.

(Ord. No. 2015-02)

ATTACHMENT A

SUMMARY OF SOI STANDARDS * USED FOR THE RESTORATION, REHABILITATION AND MAINTENANCE OF CEDARBURG'S HISTORIC BUILDINGS AND THEIR ADDITIONS AND OTHER EXISTING OR NEW BUILDINGS IN THE WASHINGTON AVENUE HISTORIC PRESERVATION DISTRICT

1	Awnings	Fabric preferred, no vinyl or metal.
2	Gutters & downspouts	Replace with size and style to match original.
3	Mortar joints	See SOI standards for color, width and bag mix.
4	Paint colors	Body and trim per approval by Landmarks Commission.
5	Roofing	If wood, preferred replacement is wood or 3-tab shingles resembling weathered wood. No artificially rustic wood, asphalt or fiberglass that tries to look like wood. Anything else requires approval by the Landmarks Commission.

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(Supp. No. 7)

6	Slate or tile roofing	Repair is preferred or replace with similar appearing 3-tab shingles.
7	Siding	If wood, replace with identical wood siding is preferred. Cement siding is acceptable but should match size and appearance of wood on buildings or additions where some or all siding is being replaced. Aluminum or vinyl not acceptable.
8	Building Fronts	Avoid major changes in appearance and minimal changes in materials and color.
9	Windows	Repair of existing is preferred. Any replacements must duplicate the original windows in appearance, proportions and have true muntins. Wood is preferred. Aluminum clad approvable by Landmarks Commission if an exact match for originals being replaced. No metallic appearance. Clear or low-tint glass required. Vinyl not permitted.
10	Storm Windows	See SOI Standards
11	Window Frames	Wood preferred, can be metal-covered with proper finish.
12	Window Patterns	No change on primary facades. Minor changes on side and rear facades acceptable.
13	Parking Lots and Sitework	See SOI Standards

* For details, refer to the current Secretary of the Interior's Standards for Restoration and/or Standards for Rehabilitation as described in "Preservation Briefs" published by the National Park Service and available at their website.

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.

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	---	108,063	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"

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.

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).

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

Housing Affordability

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%

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 .62%. During the years 2020-2024, the Arrabelle Apartments (69 units), Stone Lake Condominiums (32 units, duplex-type), Cedar Place Apartments (197 units), Fox Run Development (230 units, 160 apartments, 44 townhomes, 26 single-family rental), and Cedarway 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 Vierbicher Housing Data Report, 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, persons 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.

plant/equipment is ± 130 , leaving ± 130 capacity in the current plant. More planned capacity and/or equipment improvements or replacement may become necessary. Near term plans (i.e., ± 10 years or less) are already being developed to either make major plant capacity and equipment upgrades and improvements or to replace the existing facilities and equipment altogether. These plans/improvements will become necessary in the near term regardless of the number of new residential equivalent units (or gallons per day) added to the system from now until the improvements are made. Using an average household size of 2.39, there would appear to be sufficient capacity in the City's wastewater treatment plant/facilities to accommodate up to 100 new dwelling units or ± 100 residential equivalent units (REU).

Water supply (and pressure) is available to serve all 12 of the identified Smart Growth Areas developed consistent with the identified land use assumptions. No major or substantial plant/infrastructure upgrades will be required.

Electric service is available to supply the projected needs of all 12 identified Smart Growth Areas developed consistent with the noted assumptions. No major or substantial plant/infrastructure upgrades will be required.

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, persons with special needs and 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, based on a growth rate of 1.6% annually, the City would need to add approximately 1,340 housing units by 2040.

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.
- o Satisfy local demand for move-up/move over/downsize independent and assisted living type senior housing.
 - o Satisfy local demand for integrated housing for persons with special needs and disabilities.
 - o 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.
 - o Establish clear code-based provisions intended to preserve and improve the quality and integrity of existing residential neighborhoods.
 - o Maintain housing values over time.

Objectives:

- o Work closely with developers at the outset of their neighborhood planning processes to guide them into designs that address the goals outlined above.
- o Enforce residential codes and ordinances to ensure that properties are well maintained.
- o Conduct a review of the City Codes and Ordinances and consider amendments as may be necessary to address housing concerns/issues as outlined above.
- o Educate residents about the importance of property maintenance.

Policies:

- o Provide for an appropriate range in home sizes through the use of Planned Unit Development (PUD) zoning and conservation subdivisions.
- o Encourage appropriate residential densities for redevelopment sites in or near the downtown area to maintain a walkable customer base for existing businesses.
- o 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.
- o 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.
- 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.