

**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
TUESDAY, APRIL 15, 2025 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Tuesday, April 15, 2025 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:

<https://us02web.zoom.us/j/83368775283>

AGENDA

1. CALL TO ORDER - Mayor Patricia Thome
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE –
4. ROLL CALL: Present – Common Council – Mayor Patricia Thome, Council Members Jim Fitzpatrick, Kristin Burkart, Mark Mueller, Robert Simpson, Kristian Lindo, Melissa Bitter

Excused - District 4 Vacancy
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 2 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. OATHS OF OFFICE

2nd Aldermanic District – Jim Fitzpatrick
4th Aldermanic District – Vacant
6th Aldermanic District – Kristian Lindo
8. ELECTION OF COMMON COUNCIL PRESIDENT
9. ELECTION OF COMMON COUNCIL REPRESENTATIVE TO THE PLAN COMMISSION
10. NEW BUSINESS
 - A. Discussion and possible action on the Development Agreement for the Cedar Way Development on Washington Avenue*

- B. Discussion and possible action on contract proposal from Cedar Corporation to complete a dam inspection for Columbia Mills Dam*
- C. Discussion and review of 2024 Adaptive Management Plan*
- D. Discussion and possible action on approval of Class “B” Beer and “Class C” Liquor (wine only) license for Wild & Precious LLC, W62 N542 Washington Avenue, Cedarburg, WI, Opalmaree Stone, Agent, premise to be licensed: W62 N542 Washington Avenue, known as Wild & Precious Collective*
- E. Discussion and possible action on proposed change to Pedal Tavern route to include a possible stop at Sierzant*
- F. Discussion and possible action on approval of the First Amendment to City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants*
- G. Discussion and possible action on approval of interview questions for open Common Council seat

11. CONSENT AGENDA

- A. Discussion and possible action on approval of March 10 and March 31, 2025 Council Meeting minutes
- B. Discussion and possible action on payment of bills dated 03/22/2025 through 04/08/2025, transfers from 04/01/2025 through 04/04/2025, and payroll from 03/16/2025 through 03/29/2025*

12. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator’s Report*

13. COMMUNICATIONS

- A. Comments and suggestions from Council Members**
- B. Mayor’s Report
 - 1. Arbor Day Proclamation

14. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee, or commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

* Information attached for Council; available through City Clerk’s Office.

** Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak

shall be accorded one opportunity at the beginning of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments.

Information available through the Clerk's Office.

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,
(262) 375-7606, email: cityhall@cityofcedarburg.wi.gov

04/10/25 tas

CITY OF CEDARBURG

MEETING DATE: April 15, 2025

ITEM NO: 10.A.

TITLE: Discussion and possible action on the development agreement for the Cedar Way Development on Washington Avenue

ISSUE SUMMARY: Cedar Way, LLC is moving forward with the Cedar Way Development consisting of 7 condominium units in two buildings, one 3-unit condominium building and one 4-unit condominium building. The Development Agreement addresses the following items:

- Identifies completion dates for the development.
- Identifies that the Developer will construct all improvements inside and outside of the Washington Avenue ROW including sanitary sewer, water, storm sewer, curb & gutter, sidewalks, street improvements, and landscaping.
- Identifies that the Developer will be responsible for the install of underground gas mains, electric and communication cables within the property.
- Identifies the work that must be completed to obtain building and occupancy permits.

The Development Agreement was originally approved on May 13, 2024. The completion date has been changed to December 31, 2025, from the original Agreement thus a new approval is needed.

STAFF RECOMMENDATION: Staff recommends approval.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: A recommendation for approval was made by the Plan Commission at the May 6th meeting.

BUDGETARY IMPACT: None.

ATTACHMENTS: Development Agreement

INITIATED/REQUESTED BY: Mike Wieser

FOR MORE INFORMATION CONTACT: Mike Wieser-(262)375-7610

DEVELOPMENT AGREEMENT

Cedar Way LLC
Cedarburg, Wisconsin
For Cedar Way Condominium

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 3rd day of April, 2024 by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the "City") and Cedar Way, LLC (the "Developer").

RECITATIONS

0.1 The Developer owns the Property (as hereinafter defined). The tax key number and legal description of the Property is provided in **Exhibit A**;

0.2 The Developer desires to develop a seven-unit condominium, consisting of two total buildings, one 3-unit condominium building and one 4-unit condominium building, on the Property and record a Certified Survey Map (as hereinafter defined) as provided in **Exhibit B** to combine the real properties comprising the Property and create easements for public utilities;

0.3 The Property is conditionally zoned as a Planned Unit Development Overlay District ("PUD") and City Ordinance § 13-1-69(n)(2) requires that the Plan Commission recommend and the City Council approve a Development Agreement which shall include, without limitation:

- (a) Timetables for performance/completion of the Improvements (as hereinafter defined);
- (b) Performance requirements and standards and assurances for all Improvements and/or modifications pertaining to the PUD;
- (c) Inspection requirements;
- (d) Prohibition on any division/combination of real estate lots included within the PUD District except as otherwise provided;
- (e) Provisions for lapsing of specific plan approval and automatic reversion of the zoning status of the Property to non-PUD District status upon specific changes of circumstances or failure of the Development (as hereinafter defined) to materialize as agreed to in the Development Agreement;
- (f) Agreements, provisions and/or covenants or additional deed restrictions to be recorded against the lot(s) within the PUD District that will perpetually govern the use, maintenance and continued preservation and protection of the Development and any of its common services, common open areas and/or other facilities;

- (g) Exhibits, drawings or other attachments that depict Improvements, including but not limited to structures, fixtures and landscaping and their relative locations in the Development area as well as design and engineering details as necessary to document to a reasonable degree of specificity the type, character and nature of Improvements to be made within the Development area.

0.4 The Developer has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Development and will cause additional such services to be performed as the site is developed; and

0.5 The Developer intends to contract for installation of certain other site Improvements; and

0.6 The City shall cause inspections and approvals of the Improvements being dedicated to the City during installation by Developer based on the City approved civil engineering plans.

0.7 The Developer shall record a Declaration of Condominium, as further defined herein, for the purpose of creating the condominium form of ownership for the units located on the Property and for such other purposes set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the mutual covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1

Definitions

The following terms, whenever used in this Agreement, shall have the following meanings:

1.01 "Contract Documents" means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements set forth in the Improvement Plans and all addenda and amendments thereto.

1.02 "Improvements" means the improvements as described in § 4.02 below, to be installed for the benefit of the Development by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01, or otherwise).

1.03 "Certified Survey Map" means the Certified Survey Map presented to the Cedarburg Common Council on _____, 2024 and other pertinent authorities for final approval and recording with the Ozaukee County Register of Deeds Office. For purposes of this Agreement, the Certified Survey Map is comprised of the Development site, certain utility easements to be dedicated to the City and those public roadway areas adjacent to the

Development. A true and complete copy of the Certified Survey Map is attached hereto as **Exhibit B** and is incorporated herein by reference.

1.04 "Declaration of Condominium" means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes. Said Declaration of Condominium shall comply with Chapter 703, include all requirements of Section 703.09, Wis. Stats., and include a condominium plat of the Development and for the Property ("Condominium Plat"). For purposes of this Agreement, the Declaration of Condominium includes the Development site, the creation of the incorporated condominium owner's association certain public utility easements to be dedicated to the City and those public road right-of-way areas adjacent to and within the Development. A true and complete copy of the Condominium Plat is attached hereto as **Exhibit C** and is incorporated herein by reference.

1.04 "Improvement Plans" means the improvement, grading and landscape plans prepared by M Squared Engineering with last revision dated February 16, 2024 submitted by the Developer as approved by the City, along with any approved amendments or supplements. A true and complete copy of the Improvement Plans is attached hereto as **Exhibit D** and is incorporated herein by reference.

1.05 "Financial Guarantee" means one or more letters of credit or development bonds issued in conformity with the terms and conditions of this Agreement in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.

1.06 "Property" means all the real property as described on **Exhibit A**.

1.07 "Development" means the seven-unit condominium, consisting of two total buildings, one 3-unit condominium building and one 4-unit condominium building to be constructed on the Property.

Article 2

Term

The term of this Agreement shall commence upon due execution hereof by or on behalf of all parties.

Article 3

Developer's Representations and Warranties

The Developer represents and warrants that:

3.01 Good Title. The Developer owns all of the Property free and clear of all liens and encumbrances other than encumbrances shown on the title policy for the Property and mortgages for the purpose of developing the Property, and that it has retained sufficient rights in and to the balance of the Property so as to make all provisions of this Agreement valid and enforceable against the Developer and all successors in interest.

3.02 Contract Documents. The Developer has examined the Contract Documents, is familiar with the specifications set forth therein, and has determined that they are adequate and sufficient for the Developer's purposes.

3.04 Authority. The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer.

Article 4

Duties of the Developer

4.01 Construction Duties of the Developer. The Developer shall construct and install the Improvements in a single phase and pay all costs therefor, pursuant to the applicable Contract Documents and Improvement Plans, as follows:

- (a) Site Grading. Grade the site pursuant to the Improvement Plans and § 14-1-73(c) of the City of Cedarburg Zoning Code approved by the City Engineer. The City acknowledges that a portion of the site (up to 1 acre in size) may be used for storing topsoil and/or fill during construction and may remain ungraded until completion of construction of all of the units in the Development. Prior to the installation of all underground utilities, Developer shall certify to the City that the grading has been completed in compliance with the aforementioned Improvement Plans. In the event that the actual grade is not in compliance, Developer shall pay all costs associated with making the grade compliant relaying the underground electrical services.
- (b) Sanitary Sewerage Systems. Developer agrees to pay for and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Development as depicted in the Improvement Plans. All sanitary sewer mains shall be dedicated to the City.
- (c) Water Supply Facilities. Developer agrees to pay for and install all onsite water supply facilities including all water mains, service laterals and appurtenances necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All water mains shall be dedicated to the City.
- (d) Storm Water Drainage Facilities. Developer agrees to pay for and install all onsite storm water drainage facilities pursuant to § 142 necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All on-site biofilters and grass swales shall be private and shall be maintained by the Developer and subsequent condominium owners' association in perpetuity.
- (e) Private Utilities. Developer shall file preliminary plans and Developer agrees to pay for and install private underground gas mains, electric distribution lines, cable television and telephone cables, pursuant to § 14159.
- (f) Record Drawings. Prepare record drawings for those portions of the above work that are being dedicated to the City, pursuant to § 14152(e). Developer shall prepare such drawings for work completed during each phase of the

Development. Provide full sized prints on 4 mil mylar as well as an electronic version in Auto Cad.

- (g) Curb and Gutter. Developer agrees to pay for and install concrete curb and gutter at the entrance to the Development as shown on the Improvement Plans and pursuant to § 14154.
- (h) Sidewalks and Walking Paths. Developer agrees to pay for and install 5-foot wide concrete sidewalk along the Washington Avenue frontage, and as shown on the Improvement Plans and as approved by the City Engineer, pursuant to § 14167. . All sidewalks installed for public use shall be located in the public road right-of-way and be dedicated to the City. The Developer and subsequent condominium owners association shall be responsible for the clearing of snow, ice or other materials that might limit the public use of the sidewalks.
- (i) Intersection Improvements. Developer agrees to pay for and install a fully improved connection to Washington Avenue to include concrete curb and gutter and sidewalk as required by the City.
- (j) Street Lighting. Street lighting within the site shall be private lighting maintained by the Developer as approved by the Plan Commission.
- (k) Landscaping Other Than Street Trees. Developer shall pay for and install landscape features as shown in the Improvement Plans. Such landscape features shall be maintained in perpetuity by the Developer or subsequent condominium owners association.
- (m) Erosion Control. Developer shall pay for, install and maintain erosion control using best management practices and pursuant to § 14163, Chapter 142, and Chapter 152. Developer must comply with all applicable DNR permits, the City's Erosion Control Permit, and the Storm Water Management Permit.
- (n) Emergency Services and Utility Access Easement Grant. Developer hereby grants to the City, its employees, agents, contractors, successors, and assigns, pedestrian and motor vehicle access over, across, through and under all private drives and parking lots within the Development for purposes of pedestrian and vehicular access to maintain and repair all public utilities within the Development and for pedestrian and vehicular access for all governmental emergency services, including, but not limited to, police, fire, ambulance and emergency government. Such Easement grant shall be expressly stated on the Certified Survey Map and Final Condominium Plat for the Development.

4.03 Time for Completion. Each of the items in § 4.02 above shall be completed on the dates specified in this Agreement. Pursuant to § 13-1-69(o)(2)(4), if a building permit is not issued for the first condominium unit in the Development within one (1) year of receiving the PUD zoning, the PUD district zoning for the Property shall be automatically discontinued and replaced with the zoning designation that existed prior to the PUD rezoning.

4.04 Impact and Connection Fees. Subject to the provisions of any State of Wisconsin law, prior to issuance of any building permit for a condominium building and payable at the time

of building permit application, the following impact and connection fees will be due for condominium unit:

Sanitary Sewer Connection Fee	\$ 2,781.23 per unit
Library Building Fee	\$ 1,586.57 per unit
Police Station Fee	\$ 1,540.53 per unit
Park Facilities Fee	\$ 1,475.98per unit
Water Supply Facilities Fee	\$ 2,107.32 per unit

The fees set forth above are based on the City's rates for 2024

All of the above impact and connection fees are subject to an annual adjustment pursuant to § 3-6-9 of the Code of Ordinances.

4.05 Developer Payments.

- (a) Parkland Dedication and Fee in Lieu of Parkland Dedication. Developer shall pay a fee-in-lieu of Parkland Dedication for the Development in the amount of \$869.29 per condominium unit. The fee for each unit is due at the time of Building permit issuance for such unit.
- (b) Other Improvement Costs. Developer is responsible to pay for all reasonable engineering, administrative and legal fees associated with the Development, during the installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith.
- (c) Account Statements. Developer shall review and approve all engineering, inspection, and attorney draw requests received by the City and pertaining to the Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.
- (d) Recording Fees. Developer shall pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Certified Survey Map, and any separate dedication instruments and grants of easements as are directly attributable to the Development.

4.06 Property Manager. The Developer and subsequent condominium owners association shall act as or shall retain a property manager who will be responsible for the maintenance of the private driveway, biofilter and all common elements.

4.07 Financial Guarantee. Developer shall provide an irrevocable letter of credit or an approved development bond to the City, which shall not expire prior to fourteen (14) months following the completion of all Improvements being dedicated to the City shown on the Improvement Plans, for the estimated costs of the installation of all such Improvements including: erosion control, biofilter, surface lift of asphalt pavement, public utilities, sidewalks, inspection and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14151 of the Cedarburg Zoning Code Regulations. The City shall be authorized from time to time to draw against the Financial Guarantee for costs incurred and due the City pursuant to this Agreement if the Developer has not made payments or not completed required work in a timely manner as determined by the City Engineer.

The amount of the Financial Guarantee shall be based on the Bids/Estimates for the Improvements as set forth in the Schedule of Values in § 4.08 of this Agreement.

4.08 Schedule of Values for Financial Guarantee. Developer shall provide the Financial Guarantee which shall be dated no later than seven (7) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Improvements for the Development that are being dedicated to the City based on § 4.02 and the Schedule of Values for the Development which include, but are not limited to, the required sewer and water main extensions and street signs.

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE]

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SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

Item

	ESTIMATED COST
Erosion control	\$4,000
Sanitary Sewer	\$80,000
Water Main	\$75,000
Asphalt Pavement surface layer	\$15,000
Washington Avenue entrance (concrete curb, sidewalk, and pavement	\$15,000
Street Signs	\$100
Legal Fees (City)	\$5,000
Inspection Fees (including but not limited to City Administration fees)	\$16,000
Sub Total of Construction and Related Costs (Rounded)	\$210,100
Add 20% additional Contingency	\$42,020
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE-ITEM COSTS MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS AVAILABLE TO THE CITY FOR COMPLETION OF EACH LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE FINANCIAL GUARANTEE.	

TOTAL OF FINANCIAL GUARANTEE:

\$252,120

4.09 Completion Schedule. Developer shall complete the Improvements being dedicated to the City no later than December 31, 2025.

4.10 Quality of Work.

- (a) All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and all Improvements being dedicated to the City shall be done in accordance with established standards and specifications of the City as directed by the City Engineer.
- (b) The City shall have the right during the course of construction of Improvements being dedicated to the City under this Agreement to direct the Developer to issue contract change orders to be paid by Developer, and to amend the plans and specifications, but only to the extent required to assure that construction will conform to City standards and specifications. All contract change orders proposed by Developer involving public rights of way or easements shall be approved by the City.

Article 5

Indemnification

5.01 Indemnification Agreement.

- (a) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the Developer shall indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, reasonable attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the Developer under this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect.
- (b) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The

Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

5.02 Extent of Damages. In every case, but not as a limitation on the liability of the Developer to the City, where judgment is recovered against the City on any such claim as provided in this Article 5, if notice has been given to Developer under § 5.01 above, any judgment thereon shall be conclusive upon the Developer as to the amount of damages and as to its liability therein; provided, however, notwithstanding anything to the contrary contained herein, the City shall reserve and maintain all of its rights and remedies to pursue recovery of all legal and equitable remedies.

5.03 Limitations as to Financial Guarantee. It is expressly understood and agreed by the City, unless specifically directed and authorized by the Developer, that the Financial Guarantee as required of the Developer pursuant to § 4.07 above, is not subject to any draw by the City, or any other party or person, to pay for any, or all, claims for personal injury and property damage arising from the construction or installation of such Improvements, but that the Financial Guarantee is exclusively limited to the payment for the Improvements not provided for by the Developer pursuant to the terms hereof, and for no other purposes.

Article 6

Compliance

6.01 Compliance With Law and Regulations. The Developer shall, in the performance of this Agreement, comply with, and give all stipulations and representations required by all applicable federal, state and local laws, ordinances and regulations. The Developer shall also require such compliance, stipulations and representations with respect to any contract entered into by Developer with others pertaining to the work covered by this Agreement.

6.02 Public Records Law The Developer understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. Sec. 19.21, *et. Seq.*, Pursuant to Wis. Stat. Sec. 19.36(3), City may be obligated to produce, to a third party, the records of Developer that are "produced or collected" by Developer under this Agreement ("Records"). Developer is further directed to Wis. Stat. Sec. 19.21, *et. Seq.*, for the statutory definition of Records subject to disclosure under this paragraph, and Developer acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Developer is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Developer's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Developer must defend and hold the City harmless from liability due to such breach.

Article 7

Conditions and Waivers

Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction of buildings within the Development unless and until all the following have occurred:

7.01 Improvement Plans. Improvement plans including sanitary sewer, watermain, biofilter, and grading plans for the Development have been approved by the City Engineer.

7.02 Improvements. Construction of site grading, sanitary, sewerage systems, water supply facilities, stormwater drainage facilities, and gravel base for driveway and/or parking lots are completed pursuant to Section 4.02 and the sewer and watermain improvements are dedicated and accepted by the city in accordance with the schedule specified in Section 4.09.

7.03 Impact Fees. The Developer has paid the fees referenced in 4.05 (a) and (b) for the condominium units for which the building permit is requested and all impact and connection fees for the issuance of a building permit for such condominium unit.

7.04 Except as otherwise provided in the Agreement, the city shall have no duty to issue occupancy permits for buildings within the Development unless and until all the following have occurred.

(a) Natural gas, electrical, communications cable have been completely installed servicing the building for which Developer is seeking occupancy.

(b) Sanitary sewer, watermain, storm sewer, and all laterals in the right-of-way have been completely installed and approved serving the building for which Developer is seeking occupancy.

(c) Paved parking is constructed and completed serving the building for which Developer is seeking occupancy.

(d) Developer or Landowner has granted all access and maintenance easements to the City, as required in Article 4, herein.

Article 8

Additional Terms

8.01 Time is of Essence. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.

8.02 Dedication. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council and recording of the Certified Survey Map, the public utility easements dedicated therein by the Developer may be accepted by the City. Additionally, the Developer shall, without charge to the City, upon completion of all of the Improvements being dedicated to the City pursuant to § 4.02, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all structures, mains, conduits, pipes, lines, equipment, and appurtenances pertaining to such Improvements.

After such Dedication, the City shall be solely responsible for the maintenance, repair and replacement of such Improvements and have the right to connect or integrate other Improvements or public facilities to the Improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.

8.03 No Waiver: Remedies. The failure of any party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any parties' rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. In no event shall any terms or conditions of this Agreement be deemed or interpreted as a waiver by the City or its insurer of any Statutory immunities, defenses, or other rights provided by law, including, but not limited to, notice rights under Chapter 893, Wis. Stats., damage limitations and statutory immunities or any kind. To the extent that indemnification is available and enforceable, neither the City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

8.04 Notices. All notices and other communications provided for under this Agreement shall be in writing (including telefax communications) and mailed (certified), sent by facsimile, or personally delivered:

If to the City, as follows:

Mike Wieser, P.E.
Director of Engineering and Public Works
Cedarburg City Hall
W63 N645 Washington Avenue
Cedarburg, WI 53012
Fax: (262) 387-2051

With a copy to:

Attorney Michael Herbrand
Houseman and Feind, LLP
Attorneys at Law
1650 9th Avenue
Grafton, WI 53024
Fax: (262) 377-6080

If to Developer, as follows:

Cedar Way, LLC
Attn: Jordan D. Larson

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party in accordance herewith. Delivery of all such notices and communications shall be deemed complete, (a) if mailed, when deposited in the mail for certified mail, return receipt requested, postage prepaid, or (b) if sent by facsimile, when confirmed as being received by the party to whom faxed or delivered, or (c) when personally delivered.

8.05 Force Majeure. The obligations of either of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of

labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

8.06 Amendments. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure from this Agreement shall in any event be effective unless the same shall be in writing and signed by both parties, and it shall be effective only in the specific instance and for the specific purpose for which given.

8.07 Assignment. This Agreement, and the interests hereunder, shall not be assigned except with the prior, written consent of the City.

8.08 Survival. All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the completion of this Agreement.

8.09 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

8.10 Headings. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

8.11 Integration of Terms. This Agreement represents the entire agreement of the parties.

by: Jordan Larson
Jordan Larson, Member

Personally came before me this 3 day of April, 2024, the abovenamed Jordan Larson, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of, Inc. by its authority.



Allie Walls
 Notary Public, State of Wisconsin
 My commission: 6/5/2028

After recording, please return to:
Tracie Sette, City Clerk
City of Cedarburg
P.O. Box 49
Cedarburg, WI 53012-0049

EXHIBIT A

Legal Description of Property

[To be inserted]

The Tax Key Numbers for the Property are Tax Key No. 130501913001 and 130501911003

Lot One (1) of Certified Survey Map No. 1246 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 318654, being a division of all of Lot 12 and part of Lots 11 and 13, Block 19, Assessor's Plat of the City of Cedarburg, in the North East ¼ of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

AND TOGETHER WITH an easement for ingress and egress as contained in Access Easement Reservation recorded on January 3, 2006 as Document No. 833625.

And:

Lot Four (4) of Certified Survey Map No. 1246 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 318654, being a division of all of Lot 12 and part of Lots 11 and 13, Block 19, Assessor's Plat of the City of Cedarburg, in the North East ¼ of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

AND TOGETHER WITH an easement for ingress and egress as contained in Access Easement Reservation recorded on January 3, 2006 as Document No. 833625.

EXHIBIT B

Certified Survey Map

[To be inserted]

EXHIBIT C

Improvements Plans, including Landscape Plans, Completed by

[To be inserted]

EXHIBIT D
Condominium Plat

CITY OF CEDARBURG

MEETING DATE: April 15, 2025

ITEM NO: 10.B.

TITLE: Discussion and possible action on contract proposal from Cedar Corporation to complete a dam inspection for Columbia Mills Dam

ISSUE SUMMARY: The Wisconsin DNR has informed the City that a dam inspection is needed for the Woolen Mills Dam. Staff requested and received a proposal from Ramboll to complete the inspection and their proposed fee was \$8,850. That price was substantially higher than past dam inspections. So, staff requested and received a proposal from Cedar Corporation and their proposed fee was \$4,650.

STAFF RECOMMENDATION: Award the contract to Cedar Corporation to complete the DNR required dam inspection for \$4,650.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: On Public Works and Sewerage Commission April 10th agenda.

BUDGETARY IMPACT: Fee of \$4,650.

ATTACHMENTS: Copy of Cedar Corporation proposal

INITIATED/REQUESTED BY: Mike Wieser

FOR MORE INFORMATION CONTACT: Mike Wieser – Director of Engineering and Public Works
262-375-7610

March 21, 2025

Mr. Mike Wieser, P.E.
City Engineer / Director of Public Works
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

RE: Request for Dam Inspection Quote – Columbia Mills Dam

Dear Mike:

We have a qualified and experienced team of professionals who are eager to begin working with you on the Columbia Mills Dam Inspection.

Qualifications

We propose to use Troy Peterson, P.E. as the inspector. Troy has 35 years of structural engineering experience including dam inspections, dam construction inspections and dam rehabilitation design.

Cedar Corporation has completed inspections, feasibility studies, design, construction inspection, site surveys and soundings for more than 25 dams. Recently we provided design and construction inspection services on the Minerva Dam in Burnett County. Other recently completed dam inspections including all reports for the dam located in the Town of Osceola, Fond du Lac County and the Elk Creek Lake Dam in Dunn County.

Scope of Inspection Work

The services included for the inspection are as follows:

- ▶ File Research: Upon selection, Cedar Corporation would review the existing files including the most recent inspection report, photos, database, aerial photos, plans and ownership data.
- ▶ Field Inspection / Dam Inspection Checklist: Cedar Corporation would physically inspect the dam and fill out the DNR dam inspection checklist form on site.
- ▶ Photo Documentation: Digital photos would be taken, documented and included in the final report.
- ▶ Submit the inspection report to the WI DNR and City of Cedarburg.

Proposed Fee

Cedar Corporation proposes to complete the dam inspection as outlined above for lump sum cost of **\$4,650.**

PAYMENT POLICY:

The City of Cedarburg agrees to pay Cedar Corporation the amount shown on invoices presented for services rendered on a monthly basis. All invoices are due upon receipt.

In the event that additional work is requested, Cedar Corporation will negotiate additional compensation with the City of Cedarburg prior to proceeding with the additional work.

TIMELINE:

The site inspection will occur by November 15, 2025. The inspection report will be submitted to the WI DNR by December 19, 2025.

AGREEMENT:

If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one copy to our office. Return of signed contract transmitted by PDF is acceptable. Cedar Corporation reserves the right to void this proposal if not accepted within 30 days.

Sincerely,

CEDAR CORPORATION



Matthew J. Stephan, P.E.

Accepted the ____ day of _____, 2025

By: _____
City of Cedarburg

CITY OF CEDARBURG

MEETING DATE: April 15, 2025

ITEM NO: 10.C.

TITLE: Discussion and review of Adaptive Management Plan

ISSUE SUMMARY: Review the adaptive management plan for 2024 season.

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: Public Works and Sewerage Commission were given an update on March 13, 2025.

BUDGETARY IMPACT: None

ATTACHMENTS: 2024 annual report from Symbiont/Mead Hunt.

.

INITIATED/REQUESTED BY: Dennis Grulkowski WRC/Superintendent

FOR MORE INFORMATION CONTACT: Dennis Grulkowski (262) 375-7900



Annual Adaptive Management Report

Project Number R4666724-222351.01
Final Report Issued March 2025

1. Introduction	1
2. Previous Year's Activities	2
3. Upcoming Year's Activities	3
4. Results From Cedar Creek Monitoring	4
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APPENDICES

- A. Agricultural Reference Information
 - A1. Maps of Fields for Current Crop Year
 - A2. Photos of Farm Field BMPs
 - A3. SnapPlus Modeling for Crop Year 2024
 - A4. Photos of the prairie located on the former Zarling property
- B. Creek Monitoring Data and Analysis
 - B1. Creek Sampling Location Map
 - B2. Data from Creek Samples
 - B3. Figure 1: Total Phosphorus in Cedar Creek - Growing Season 2024

REPORT PREPARED BY:

Jon Butt, PE
 Mead & Hunt
 6737 W Washington Street, Suite 3500
 West Allis, WI 53214

1. Introduction

The City of Cedarburg (the City) is implementing a watershed management plan, commonly referred to as adaptive management (AM), to achieve compliance with the phosphorus mass allocations found in the City's Wisconsin Pollution Discharge Elimination System (WPDES) permit. This AM Plan aims to reduce the total phosphorus concentration in Cedar Creek (Creek) to below the water quality standard at the pour point for the action area. The current water quality standard is 0.075 mg/L.

This annual report contains a summary of the actions taken by the City in the previous year, actions planned by the City in the coming year, results from monitoring phosphorus concentrations in the Creek within the action area, progress made toward reaching the goal of the plan, and any changes being recommended to the plan.

2. Previous Year's Activities

The City received its reissued WPDES permit (Permit #WI-0020222-10-0) for the Water Recycling Center (WRC) on March 29, 2022. The reissued permit includes provisions from the City's AM Plan for phosphorus. AM was selected as the phosphorus compliance alternative for the City upon completion of the alternatives review process. The AM Plan was submitted to the Wisconsin Department of Natural Resources (WDNR) as part of the permit renewal process.

Section 2.4 of the approved AM Plan identified phosphorus reduction targets throughout the action area and upstream from the action area, including:

- Improvements to agricultural operations (within the Greater Milwaukee River Reaches MI-22 & MI-24)
- Municipal separate storm sewer system (MS4) reductions within the City

The following summarizes the City's actions throughout the previous year to reduce phosphorus.

Area 1 | Agricultural Improvements Within Reaches MI-22 and MI-24

The City continued working with farmers in the action area and upstream from the action area. Seven farmers signed memorandums of understanding with the City for the 2023/2024 crop year. A total of 2,112.3 acres were enrolled in the City's program. The total agricultural phosphorus reduction for the 2024 crop year was 1,974.8 lbs. This is over a 200% increase compared to the 2023 crop year. In addition, the City helped establish during the 2022/2023 crop year a harvestable buffer along the Creek's banks for one farm that added 6 lbs of phosphorus reduction. This harvestable buffer remains in place.

The City continued the conversion of the old Zarling farm fields to prairie and grass fields. The City completed an initial cutting of the 5 acres located along HWY C (Pioneer Rd) that was seeded with a native prairie mixture that contains flowers to support butterflies and pollinators as part of an annual maintenance program. The remaining 65 acres seeded with a low-maintenance seed mixture containing Lincoln Brome grass, Fawn Tall Fescue, red clover, and white clover have developed well, as documented in photographs included in the Appendix. The City had to replant approximately 600 saplings along the west side of the property as most of the saplings planted in 2023 did not survive the early-year dry conditions. Converting these fields to prairie averages about 88 pounds per year of phosphorus reduction to the Creek watershed from when the fields were in a corn/soybean crop rotation and before any grassed waterways were installed.

The total agricultural reductions to the Creek, including the buffer strip and field conversion to prairie, almost reached 2,070 lbs per year, exceeding the City's goal of 2,000 lbs for the 2024 crop year.

Area 2 | MS4 Reductions within the City

The City has taken no action in this area throughout the previous year.

3. Upcoming Year's Activities

Section 2.4 of the approved AM Plan identified phosphorus reduction targets throughout the action area and upstream from the action area, including:

- Improvements to agricultural operations (within the Greater Milwaukee River Reaches MI-22 & MI-24)
- MS4 reductions within the City

The following summarizes the actions the City plans to begin throughout the upcoming year to reduce phosphorus.

Area 1 | Agricultural Improvements Within Reaches MI-22 and MI-24

The City will continue expanding support to farmers in the key target areas. The City added five farms to its program, bringing the total number of farms enrolled to twelve for the 2024/2025 program. The City will encourage farmers to consider hard practices while supporting cover crops, no-till, and other agricultural practices that yield phosphorus runoff reductions. The goal for the upcoming crop year, defined as September 1, 2024, through August 31, 2025, is to reach 3,000 lbs of phosphorus reduction. A reduction of 3,000 lbs equals just over 55% of the initial 5,300 lbs target for phosphorus reduction.

Area 2 | MS4 Reductions within the City

The City has no plans to make any MS4 reductions until its MS4 permit is finished. The City received a draft of the new MS4 permit and expects to have it finalized in 2025.

4. Results From Cedar Creek Monitoring

The City collects samples from the Creek (or a tributary to the Creek) at five monitoring locations identified within the Appendix of the AM Plan. Those five locations are:

Site 1: The bridge, where an unnamed tributary passes under Pleasant Valley Road, just up the creek from the confluence with the Creek.

Site 2: The bridge, where the Creek passes under Country Aire Drive, just up the creek from the confluence with the unnamed tributary.

Site 3: The bridge, where the Creek passes under Lakefield Road for the first time, upstream of the WRC outfall.

Site 4: The bridge, where the Creek passes under Green Bay Road, downstream from the WRC.

Site 5: The Creek near the confluence with the Milwaukee River. This location is the pour point for the action area.

The Appendix includes a map of the locations of the five sample sites. The following tables contain the phosphorus concentration test results from the data collected.

Table 4-1 | Total Phosphorus Concentration (Mg/L) For 2024

Location	Site 1	Site 2	Site 3	Site 4	Site 5
May	0.048	0.054	0.024	0.033	0.033
June	0.084	0.106	0.098	0.091	0.096
July	0.120	0.219	0.174	0.170	0.165
August	0.098	0.168	0.167	0.164	0.161
September	0.072	0.043	0.05	0.076	0.055
October	0.050	0.050	0.036	0.036	0.030
Median	0.078	0.080	0.074	0.084	0.076

Table 4-2 | Filtered Total Phosphorus Concentration (mg/L) for 2024

Location	Site 1	Site 2	Site 3	Site 4	Site 5
May	0.040	0.024	0.024	0.024	0.024
June	0.069	0.076	0.065	0.069	0.065
July	0.106	0.212	0.149	0.144	0.149
August	0.088	0.139	0.140	0.140	0.136
September	0.041	0.027	0.044	0.061	0.044
October	0.024	0.024	0.024	0.024	0.026
Median	0.055	0.052	0.055	0.065	0.055

Notes

A. The value shown in red is below the LDL.

The data collected shows that the median total phosphorus concentration is above the water quality criterion of 0.075 mg/L at four of the five sample collection sites within the action area. The value at Site 5 (the pour point for the action area and the critical value for determining AM Plan success) was 0.076 mg/L. This value is less than the 2023 value of 0.117 mg/L.

The data collected shows that the median filtered phosphorus concentration at Sample Collection Sites 3, 4, and 5 within the Creek have similar values most of the time. The median value at Site 2, where the Creek flows into the action area, is slightly lower than the median value at Site 5. The filtered median value at Site 5 accounts for over 70% of the total phosphorus concentration. This is significantly lower than the 2023 value of 85% but remains higher than the 2022 value of about 20%.

This was the third year of growing season data and the second season that may reflect the impact of the City's watershed work. Items worth noting:

- The dissolved phosphorus median concentration represents a much higher percentage of the total phosphorus compared to 2022 but is slightly lower than the 2023 results.
- The sample collection location, Site 2, almost always had the highest total phosphorus concentration. The only exception occurred in September. Sample Location 2 represents the creek water flowing into the action area.
- The test results for Site 2 indicate that the phosphorus concentration flowing into the action area is significant. The median concentration at Site 2 (0.080 mg/L) is lower than the 2023 value (0.103 mg/L) and is higher than the median concentration at the pour point, Site 5 (0.076 mg/L). This result supports continued efforts to reduce phosphorus runoff from areas up the creek from the action area. The median concentration at Site 5 would probably be below the water quality criterion if the creek water flowing into the action area were at or below the phosphorus water quality criterion concentration.

The following table contains the median of the data for each sample collection site shown in Table 4.1, the confidence interval for the data shown in Table 4.1, and the lower and upper confidence limits based on an 80% confidence interval.

Table 4-3 | Median and Confidence Interval for Total Phosphorus Concentration (mg/L) Data for 2024

Location	Site 1	Site 2	Site 3	Site 4	Site 5
Median	0.078	0.080	0.074	0.084	0.076
Confidence Interval (80%)	0.017	0.044	0.040	0.036	0.037
Lower Confidence Limit (LCL)	0.061	0.036	0.034	0.047	0.039
Upper Confidence Limit (UCL)	0.095	0.124	0.114	0.120	0.112

The confidence interval indicates an 80% chance that the median of the data will reside between 0.039 mg/L and 0.112 mg/L at sample collection Site 5. For Site 2, the data tells us there is an 80% chance that the median of the data will reside between 0.036 mg/L and 0.124 mg/L.

The following table contains the median of all the data for sample collection Site 5. The first column has the 2024 results, the second column has 3 years of data, and the third column has the results from 2023 and 2024. The lower and upper confidence limits based on an 80% confidence interval are also shown.

Table 4-4 | Median and Confidence Interval for Total Phosphorus Concentration (mg/L) For Site 5

Growing Season	2024	2022 - 2024	2023 & 2024
Median	0.076	0.103	0.097
Confidence Interval (80%)	0.037	0.017	0.021
Lower Confidence Limit (LCL)	0.039	0.086	0.076
Upper Confidence Limit (UCL)	0.112	0.120	0.117

The information in Table 4-4 shows that the magnitude of the confidence interval decreases as the data set size increases. However, in all cases, the upper confidence limit remains above the 0.075 mg/L water quality value.

5. Progress Update

The approved AM Plan is based on reductions in the phosphorus concentration in the Creek coming from agricultural and urban sources. The estimates for reductions from each area were not determined in the AM Plan. As reported in the AM Plan, the target phosphorus reduction was 5,300 lbs. A mass balance was used to estimate the 5,300 lbs per year reduction using the mean annual Creek flow of 55 MGD obtained from data collected by the United States Geological Survey (USGS) Station 04086500, which is located just north of Cedarburg and 6.6 miles upstream from the Creek's confluence with the Milwaukee River. A median concentration of 0.109 mg/L was based on test results from Creek sampling by Cedarburg. It was noted in the AM Plan that there is an increasing trend to the more recent Creek flow data and that the flow data, when limited to the last 30 years, yields a mean annual flow of 70.5 MGD, approximately 28% higher than the mean of the total flow record period.

The following table summarizes the estimated phosphorus reductions from the two target areas, agricultural and urban phosphorus sources.

Table 5-1 | Estimated Phosphorus Reduction Achieved to Date

Location	Reduction Target (lbs/yr)
Area 1	2,068.8
Area 2	0
Total	2,068.8

The estimated phosphorus reduction of 2,068.8 lbs realized from the second year of implementing agricultural best management practices exceeds the minimum target of 514 lbs identified in the permit as the minimum necessary to be eligible to continue the AM program for a second permit term.

The USGS flow monitoring station reports that the annual flow in the Creek in 2022 was 100.7 cfs or 65.1 MGD, and in 2023 was 133.5 cfs or 86.3 MGD. These annual flow values are above the average Creek flow of 55 MGD used in the original calculation for the target mass reduction. Revising the original target value of 5,300 lb/year may be necessary to correct for the increased annual average flow. Using the average flow of 2022 and 2023, the annual average flow is about 37% higher than the original flow value, resulting in a proportional mass increase of 7,260 lb/year. No change is recommended currently, but continued monitoring of the annual average creek flow rate is warranted.

The following table shows the mass of phosphorus into and out of the action area based on the 2024 test data and the estimated average annual flow through the USGS monitoring station.

Table 5-2 | Phosphorus Mass Flow in Cedar Creek in 2022

Location	Mass Flow (lbs/yr)
Into Action area (median phosphorus concentration = 0.080 mg/L)	21,020
Discharged from Action area (median phosphorus concentration = 0.076 mg/L)	19,970
P Mass decrease within Action Area	1,050

The total mass flowing into the action area is greater than the total mass flowing out of the action area. Unlike previous years, a decrease in the phosphorus mass within the action area was observed.

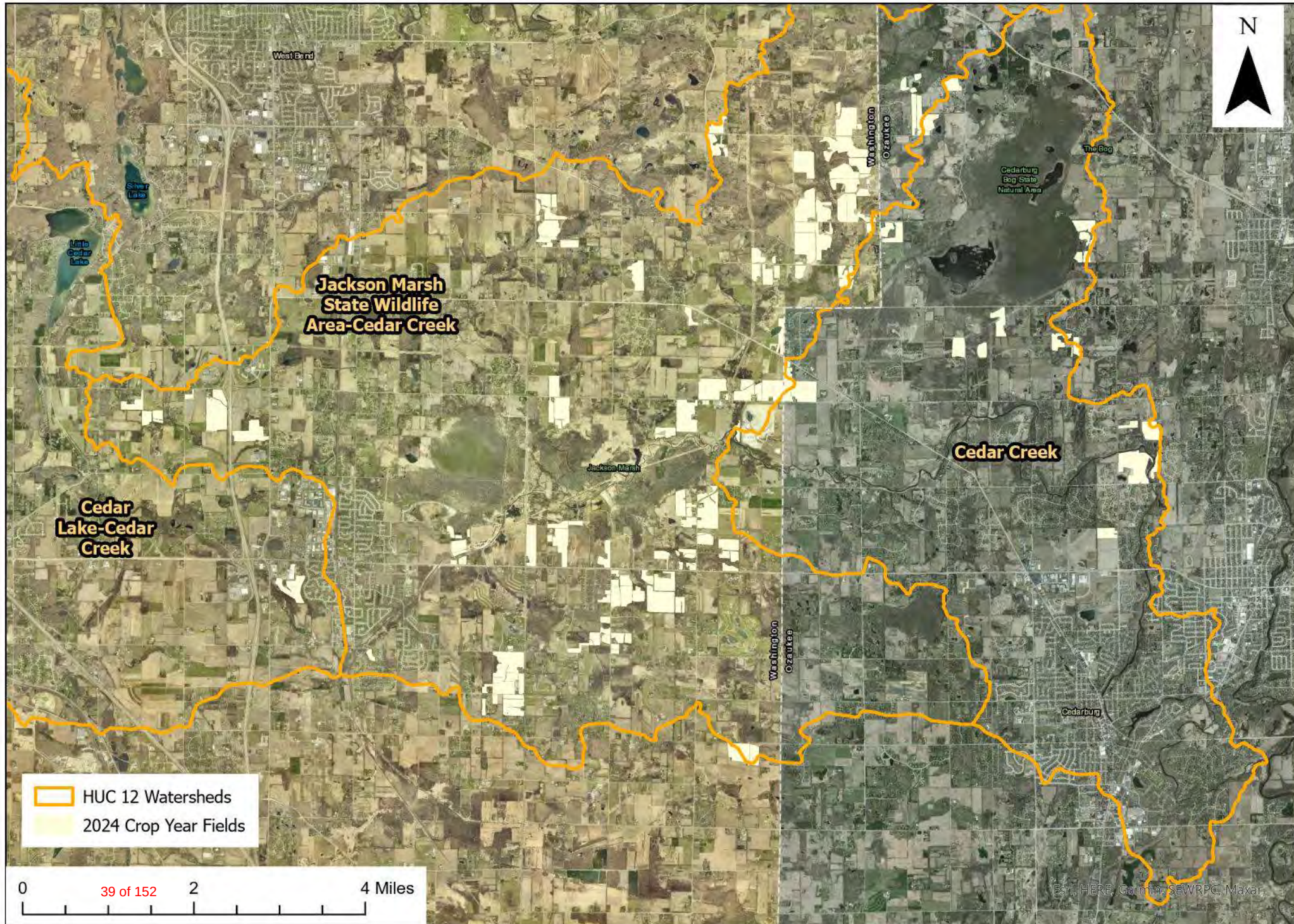
The information in Table 5-2 supports the City's efforts to work with farmers in and up the creek of the action area. The phosphorus water quality criterion at the pour point of the action area is unlikely to be attainable without a significant reduction in the phosphorus concentration flowing into the action area.

The 2024 growing season data is important. The results from the 2024 data illustrate progress toward reducing the phosphorus concentration. The data shows that the water quality criterion for total phosphorus was achieved during May, September, and October 2024. The data also indicated that the median concentration was below the criterion at Sample Collection Site 3 and only slightly above Sample Collection Site 5 (the pour point).

6. Recommended Plan Changes

The City does not recommend any changes to the AM Plan.

Cedarburg Adaptive Management 2024 Crop Year Fields



Ross Bishop
Crop Year 2024 Photos

Random Pictures of Ross Bishop Farm Fields
2024 Crop Season







Brian Peters
Crop Year 2024 Photos

Random Pictures of Peters Farm Fields
2024 Crop Season









David Polzin
Crop Year 2024 Photos

Random Pictures of Polzin Farm Fields
2024 Crop Season





Paul Puestow
Crop Year 2024 Photos

Random Pictures of Puestow Farm Fields
2024 Crop Season







Al Schmidt
Crop Year 2024 Photos

Random Pictures of Schmidt Farm Fields
2024 Crop Season







Stan Miller
Crop Year 2024 Photos

Random Pictures of Stan Miller Farm Fields
2024 Crop Season









Roden Echo Valley

Crop Year 2024 Photos

Random Pictures of Roden Echo Valley Farm Fields
2024 Crop Season







ROSS BISHOP	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM	COVER CROP(S)
B1	9.3	1	1	1	2	0.6	1.3	NO	YES	YES	CORN	SOYBEAN	NT	RYE
B2	52.3	1	1	1	2	0.9	2.1	NO	YES	YES	CORN	SOYBEAN	NT	RYE
B4	12.1	1	1	1	1	0.8	1.9	NO	NO	YES	CORN	SOYBEAN	NT	RYE
B5	13.1	1	1	1	2	1.1	3	NO	YES	YES	CORN	SOYBEAN	NT	RYE
BB	2.1	0	2	0	1	0.3	1.1	YES	YES	YES	SOYBEAN	NEW SEEDING	NT	
BEELEER	4.1	2	5	1	2	1.1	2	YES	YES	YES	SOYBEAN	WHEAT	NT	WHEAT
CHURCH	4.3	0	0	0	0	0	0	NO	NO	NO	CLOVER, GRASS	GRASS	NT	GRASS
D1	7.1	0	2	1	2	0.4	1.7	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
D2	7.3	1	2	1	2	0.6	2.1	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
D3	7	1	2	1	2	0.6	2.1	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
D4	13.7	1	2	1	2	0.4	1.8	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
DM1	4.4	1	3	1	2	0.9	2.5	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
DM2	10.1	2	4	1	2	1.5	2.9	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
DM3	19	1	3	1	2	1.1	2.7	YES	YES	YES	WHEAT	CORN	NT	WHEAT
E1	9.4	1	2	2	3	0.9	2	YES	YES	YES	CORN	SOYBEAN	NT	RYE
E2	22.2	2	6	1	4	0.6	2.6	YES	YES	YES	WHEAT	RYE	NT	WHEAT
E3	8.7	1	3	1	3	0.7	2.7	YES	YES	YES	SOYBEAN	RYE	NT	WHEAT

ROSS BISHOP	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM	COVER CROP(S)
E4	10	1	1	1	2	0.1	0.5	NO	YES	YES	CORN	CORN	NT	WHEAT
E5	6.7	1	3	1	2	0.2	1.1	YES	YES	YES	SOYBEAN	CORN	NT	WHEAT
E6	20.6	2	2	2	1	1.5	1.1	NO	NO	NO	WHEAT	CORN	NT	MIX
E7	8.7	1	5	1	3	0.6	2	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
E8	6.2	2	4	1	2	0.4	1.5	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
E9	4.1	1	3	1	2	1	1.7	YES	YES	YES	SOYBEAN	CORN	NT	WHEAT
PK	5	0	0	0	0	0	0	NO	NO	NO	GRASS	GRASS	NT	GRASS
RS	5.1	2	4	2	3	2.1	2.9	YES	YES	YES	SOYBEAN	SOYBEAN	NT	WHEAT
WH CENTER FRONT	31.8	1	2	1	2	0.9	2.2	YES	YES	YES	SOYBEAN	WHEAT	NT	WHEAT
WH EAST OF FARM	15	2	2	2	2	1.8	2	NO	NO	YES	WHEAT	CORN	NT	MIX

319.4

ROSS BISHOP	Acres	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES	HARD PRACTICE POTENTIAL	2023 NOTES
B1	9.3	N	N	Y	N	1	\$10	\$93	0.0		LOW	1 minor conc flow, low potential
B2	52.3	N	Y	Y	N	1	\$20	\$1,046	0.0		LOW	a few minor conc flows, low potential
B4	12.1	N	Y	Y	N	1	\$20	\$242	0.0		LOW	low potential
B5	13.1	N	Y	Y	N	1	\$20	\$262	0.0		LOW	low potential
BB	2.1	N	N	Y	N	1	\$10	\$21	4.2		LOW	low potential
BEELEER	4.1	Y	Y	Y	N	1	\$30	\$123	12.3		LOW	low potential
CHURCH	4.3	Y	Y	Y	N	1	\$30	\$129	0.0		LOW	low potential
D1	7.1	N	Y	Y	N	1	\$20	\$142	14.2		LOW	low potential, D1-4 are all the same
D2	7.3	N	Y	Y	N	1	\$20	\$146	7.3		LOW	low potential, D1-4 are all the same
D3	7	N	Y	Y	N	1	\$20	\$140	7.0		LOW	low potential, D1-4 are all the same
D4	13.7	N	Y	Y	N	1	\$20	\$274	13.7		LOW	low potential, D1-4 are all the same
DM1	4.4	N	Y	Y	N	1	\$20	\$88	8.8		LOW	low potential
DM2	10.1	N	Y	Y	N	1	\$20	\$202	20.2		MED	sloped area towards wetland, medium potential
DM3	19	Y	Y	N	N	1	\$20	\$380	38.0		LOW	low potential
E1	9.4	N	Y	Y	N	1	\$20	\$188	9.4		LOW	low potential
E2	22.2	Y	Y	Y	N	1	\$30	\$666	88.8		MED	1 small conc flow, medium potential
E3	8.7	N	Y	Y	N	1	\$20	\$174	17.4		LOW	low potential

ROSS BISHOP	Acres	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES	HARD PRACTICE POTENTIAL	2023 NOTES
E4	10	N	Y	Y	N	1	\$20	\$200	0.0		LOW	E4, E5 are the same, low potential wet fields
E5	6.7	N	Y	Y	N	1	\$20	\$134	13.4		LOW	E4, E5 are the same, low potential wet fields
E6	20.6	Y	Y	Y	N	1	\$30	\$618	0.0		LOW	higher sloping field, low potential
E7	8.7	N	Y	Y	N	1	\$20	\$174	34.8		LOW	low potential, E7 is the same
E8	6.2	N	Y	Y	N	1	\$20	\$124	12.4		LOW	low potential, E7 is the same
E9	4.1	N	Y	Y	N	1	\$20	\$82	8.2		LOW	low potential
PK	5	Y	Y	Y	N	1	\$30	\$150	0.0		MED	low potential
RS	5.1	N	Y	Y	N	1	\$20	\$102	10.2		LOW	low potential
WH CENTER FRONT	31.8	Y	Y	Y	N	1	\$30	\$954	31.8		LOW	1 small flow, low potential
WH EAST OF FARM	15	Y	Y	N	N	1	\$20	\$300	0.0		LOW	1 conc flow, medium potential
319.4		TOTAL						\$7,154	352.1 LBS			

Brian Peters
Annual BMP Summary

BRIAN PETERS	ACRES	2023 Actual PI	2023 Baseline PI	Actual Rotational PI 2020-2027	Baseline Rotational PI 2020-2027	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2023 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2022 CROP	2023 CROP	TILLAGE SYSTEM
1	2.5	1	4	1	3	0.4	1.9	YES	YES	YES	WHEAT	CORN	NT
2	2.4	1	2	1	1	0.2	0.5	YES	NO	YES	PUMPKIN	SOYBEAN	NT
3	3	0	3	1	2	0.5	2	YES	YES	YES	WHEAT	PUMPKIN	NT
4	3.6	0	2	1	2	0.6	1.5	YES	YES	YES	PUMPKIN	SOYBEAN	NT
5	4.6	1	3	1	2	0.5	1.7	YES	YES	YES	WHEAT	PUMPKIN	NT
6	4.4	1	1	2	2	1.3	1.7	NO	NO	YES	CORN	SOYBEAN	NT
HENZ 1,2	17.3	0	0	0	0	0.4	0.4	NO	NO	NO	ALFALFA	ALF/GRASS	NT
HENZ 3		2	2	2	2	2.1	2.1	NO	NO	NO	SOYBEAN	SOYBEAN	NT
7	5.2	1	4	1	2	0.4	2.2	YES	YES	YES	WHEAT	PUMPKIN	NT
8+10	8.3	2	3	2	2	1.7	1.8	YES	NO	YES	PUMPKIN	CORN	NT
11+12	15.3	1	3	1	1	0.3	0.8	YES	NO	YES	CORN	WHEAT	NT
13	8.5	2	5	2	4	1.1	2.3	YES	YES	YES	OATS	CORN	FT
9	2.9	2	4	2	3	1.4	1.8	YES	YES	YES	WHEAT	CORN	FT
401	3.5	0	0	0	0	0	0	NO	NO	NO	PASTURE	PASTURE	NT
501	1	0	0	0	0	0	0	NO	NO	NO	PASTURE	PASTURE	NT
E2	4.2	2	15	1	4	0.8	3.3	YES	YES	YES	RYE GRAIN	CORN	FT
WENNINGER 1	8.6	0	0	0	0	0	0	NO	NO	NO	ALF/GRASS	ALF/GRASS	NT
WENNINGER 2+3	20	5	6	4	5	2	2.8	YES	YES	YES	SOYBEAN	WHEAT	NT
WENNINGER 4	11	1	1	2	2	2.5	2.8	NO	NO	YES	CORN	SOYBEAN	NT

126.3

BRIAN PETERS	ACRES	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING / 50% TOTAL COVER THROUGH APRIL 15	20% LIVING / 50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES	HARD PRACTICE POTENTIAL
1	2.5	WHEAT	Y	Y	Y	N	1	\$20	\$50.00	7.5		
2	2.4	WHEAT	N	Y	N	N	1	\$10	\$24.00	2.4		
3	3	WHEAT	Y	Y	Y	N	1	\$30	\$90.00	9.0		
4	3.6	WHEAT	N	Y	N	N	1	\$10	\$36.00	7.2		
5	4.6	WHEAT	N	Y	Y	Y	0	\$20	\$92.00	9.2	FALL LOW DISTURBANCE	
6	4.4	WHEAT	N	Y	N	Y	0	\$10	\$44.00	0.0	FALL LOW DISTURBANCE	
HENZ 1,2	17.3	ALFALFA	Y	Y	Y	N	1	\$30	\$519.00	0.0		
HENZ 3		WHEAT	N	Y	Y	Y	0	\$0	\$0.00	0.0	FALL SURFACE MANURE	
7	5.2		N	Y	N	Y	0	\$0	\$0.00	15.6	FALL SURFACE MANURE	
8+10	8.3	WHEAT	N	Y	N	N	1	\$10	\$83.00	8.3		
11+12	15.3	WHEAT	N	Y	Y	N	1	\$20	\$306.00	30.6		
13	8.5	RYE	N	Y	N	N	1	\$10	\$85.00	25.5		
9	2.9	RYE	Y	Y	N	N	1	\$20	\$58.00	5.8		
401	3.5	PASTURE	Y	Y	Y	N	1	\$30	\$105.00	0.0		
501	1	PASTURE	Y	Y	Y	N	1	\$30	\$30.00	0.0		
E2	4.2	MIX	Y	Y	N	N	1	\$20	\$84.00	54.6		
WENNINGER 1	8.6	ALF/GRASS	Y	Y	Y	N	1	\$30	\$258.00	0.0		
WENNINGER 2+3	20	WHEAT	Y	Y	Y	N	1	\$30	\$600.00	20.0		
WENNINGER 4	11	RYE	N	Y	N	N	1	\$10	\$110.00	0.0		
126.3									\$2,574.00	195.7 LBS		

David Polzin
Annual BMP Summary

DAVE POLZIN	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM	COVER CROP(S)
1	22.4	0	1	0	1	0.7	2.6	YES	YES	YES	CORN	WHEAT	NT	RYE
2	12.3	1	1	1	1	1.4	1.6	NO	NO	YES	CORN	WHEAT	NT	RYE
21	42.5	0	1	0	1	0.4	1.7	YES	YES	YES	CORN	SOYBEAN	NT	RYE
I	16.5	1	2	1	3	0.7	2.7	YES	YES	YES	CORN	SOYBEAN	NT	RYE
I NORTH	8.3	0	1	0	1	0.6	1.7	YES	YES	YES		SOYBEAN	NT	RYE

DAVE POLZIN	Acres	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	TOTAL P REDUCTION	Hard Practice Potential	NOTES:
1	22.4	N	Y	Y	N	1	\$20	\$448	22.4	med	a few conc flows, along river
2	12.3	N	Y	Y	N	1	\$20	\$246	0.0	med	high sloping areas but no defined flows, along river
21	42.5	N	Y	Y	N	1	\$20	\$850	42.5	med	a few small conc flows, river to north
I	16.5	N	Y	Y	N	1	\$20	\$330	16.5	high	1 large conc flow with gully, high potential
I NORTH	8.3	N	Y	Y	N	1	\$20	\$166	8.3		
102		TOTAL						\$2,040	89.7 LBS		

Jon Butt

Subject: FW: Incentive documentation

From: Jon Butt <Jon.Butt@meadhunt.com>

Sent: Friday, October 6, 2023 4:12 PM

To: City of Cedarburg - Dennis Grulkowski <dgrulkowski@cityofcedarburg.wi.gov>;
steve.hoffman@indepthagronomy.com

Subject: RE: Incentive documentation

Dennis,

The adaptive management plan information provided to farmers indicates the following:

Additional incentives:

Buffer Strip/Filter Strip/Grassed Waterway/ Field Border - The city of Cedarburg will provide incentive dollars to farmers within the Cedar Creek watershed (between the Jackson swamp and the Milwaukee River) for the establishment and maintenance of buffer strips around field edges, filter strips or *riparian buffers* along the creek or tributaries directly *connected* to the creek (such as drainage ditches to the creek), and grassed waterways within fields at a rate of \$0.75/ft of strip or waterway (minimum width to be 30'). This is a one-time payment based on the strip or grassed waterway being maintained for 5 years. *Buffers, strips, and waterways wider than 30' will receive a prorated rate based on the total acreage.*

Here is an aerial photo of Dave's property where the buffer strip was installed.



If you exclude the part within the red circle, the total distance along the creek is about 1,870 ft. I calculate an incentive of $1,870 \text{ ft} \times \$0.75/\text{ft} = \$1,402.50$ could be due to Dave Polzein under the adaptive management plan in addition to the dollars calculated by Steve. I will include this in my summary to be provided toward the end of next week.

Jon

Jon Butt, PE

Direct: 414-755-1149 | Transfer Files
meadhunt.com | Experience Exceptional

From: City of Cedarburg - Dennis Grulkowski <dgrulkowski@cityofcedarburg.wi.gov>
Sent: Friday, October 6, 2023 1:56 PM
To: steve.hoffman@indepthagronomy.com; Jon Butt <Jon.Butt@meadhunt.com>
Subject: RE: Incentive documentation

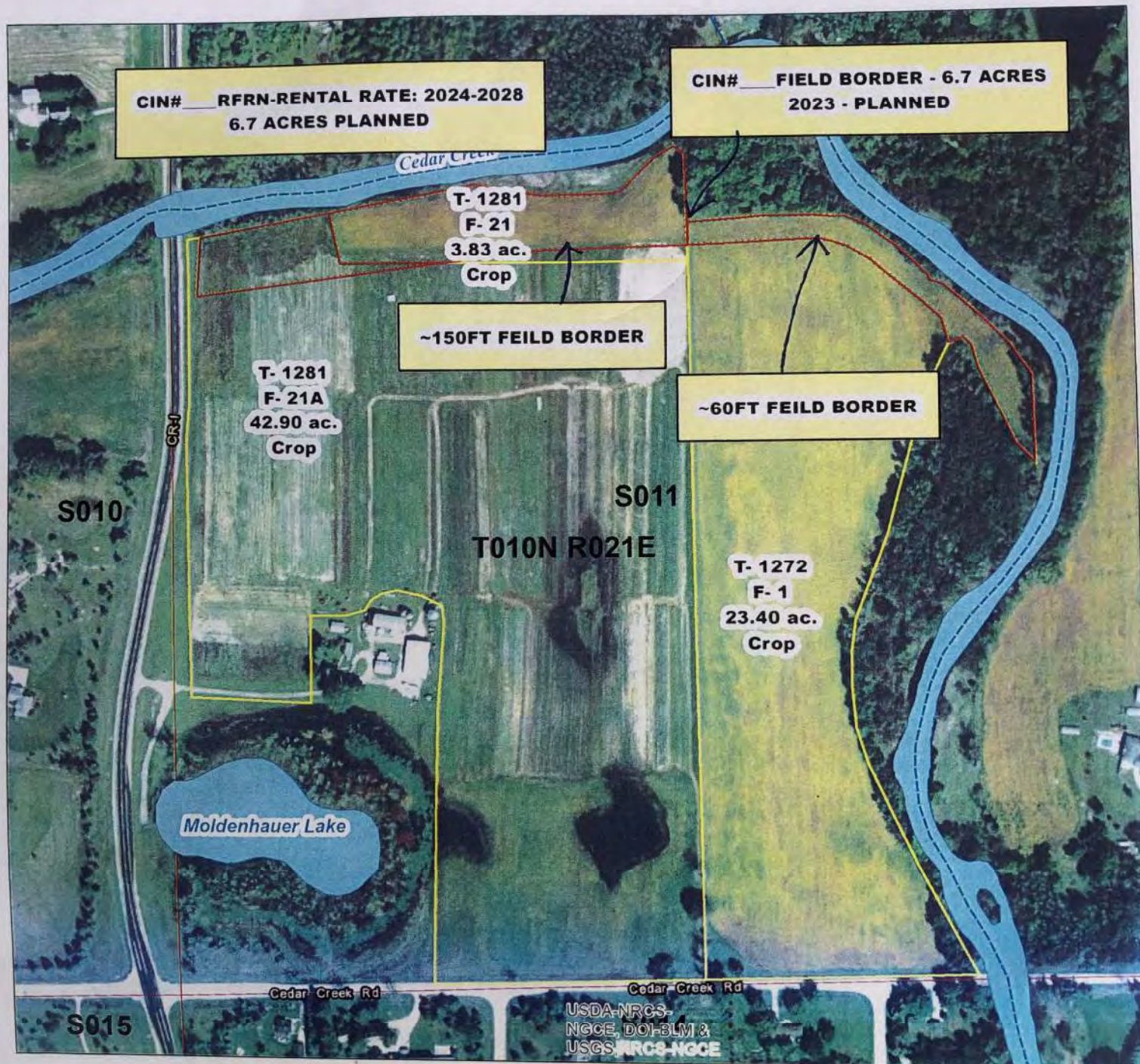
Hello again,

Steve and Jon, I would really like to have you join me in hand delivering the checks to the farmers and thanking them for their participation. Once I get the checks done, I will contact both of you and we could set a date to deliver them.

Thank you,

Dennis Grulkowski

Cedarburg Water Recycling Center/Superintendent
New E-mail: dgrulkowski@cityofcedarburg.wi.gov
Office: (262) 375-7900 Cell: (920) 493-0182

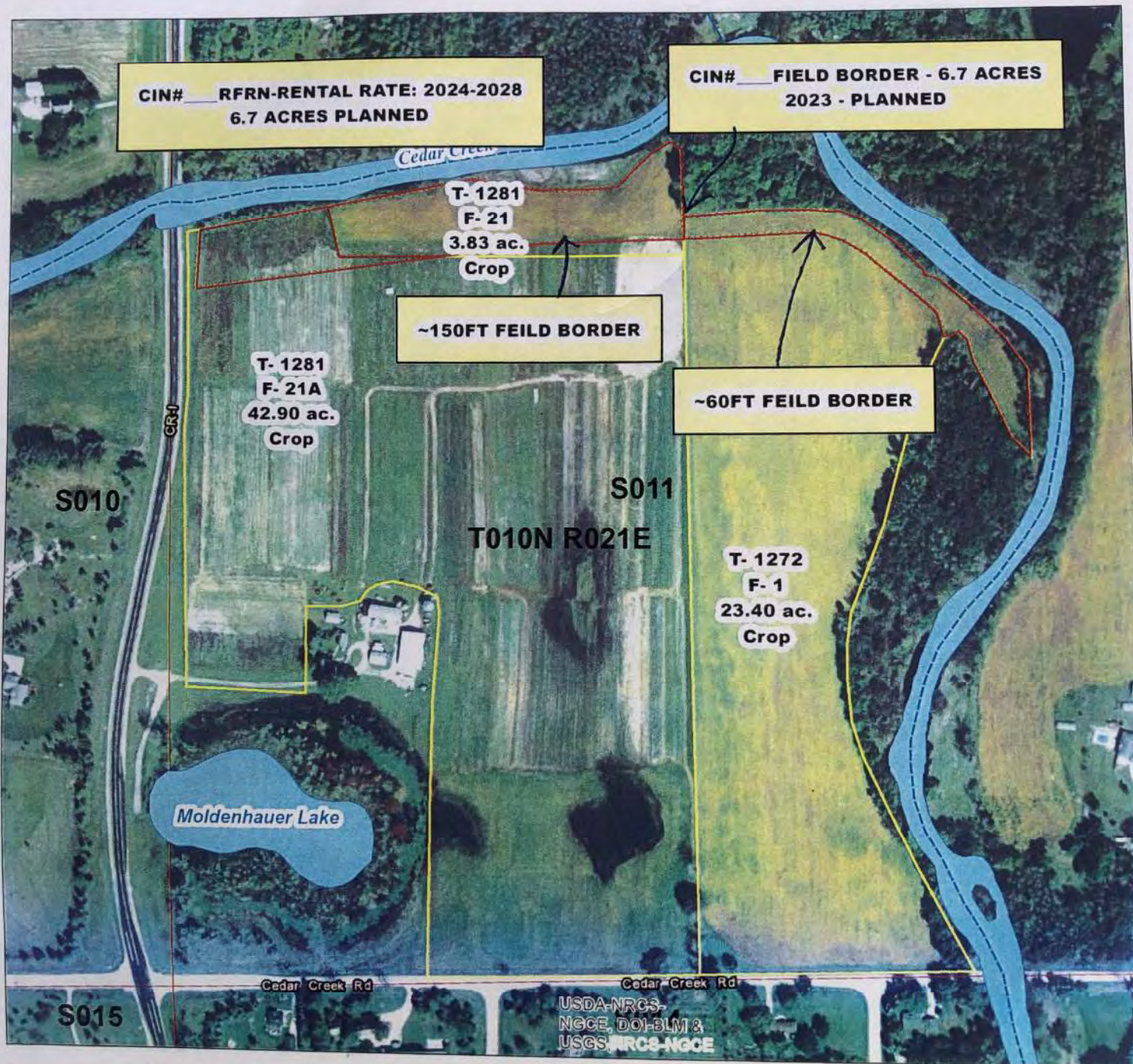


0 375
Feet

Prepared with assistance from USDA-Natural Resources Conservation Service

**Conservation Practice
Polygons**

**Practice Schedule
PLUs**



Prepared with assistance from USDA-Natural Resources Conservation Service

Conservation Practice
Polygons

Practice Schedule
PLUS

FM10: Annual PI Report

Reported For	DAVE POLZIN Subfarm: BUFFER
Printed	2024-01-22
Plan Completion/Update Date	2023-03-28
SnapPlus Version 20.4 built on 2021-06-03	
C:\PITA\POLZIN, DAVE ACTUAL.snapDb	

Prepared for:
DAVE POLZIN
attn:Steve Hoffman
8426 Borgwardt Lane
Manitowoc, 54220

Prepared by: 8426 Borgwardt Lane
Manitowoc, 54220
920-758-2988,920-758-2987
steve.hoffman@indepthagronomy.com

Field Name	Soil Series & Symbol (critical)	Slope	Tillage	Rot Avg PI	PI	2021	2022	2023	2024	2025	2026	2027	2028
21	SISSON SrB2	4	NT/NTcvr- NT/NTcvr-NT- NT-NT/NTcvr- NT/NTcvr-NT- NT/NTcvr	0	Total	0.5	0.2	0.2	0.1	0.3	0.3	0.2	0.4
					Particulate	0.4	0.2	0.2	0.1	0.3	0.3	0.2	0.4
					Soluble	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Average
0.275

FM10: Annual PI Report

Reported For	DAVE POLZIN Subfarm: BUFFER
Printed	2024-01-22
Plan Completion/Update Date	2023-03-28
SnapPlus Version 20.4 built on 2021-06-03	
C:\PITA\POLZIN, DAVE ACTUAL.snapDb	

Prepared for:

DAVE POLZIN
attn: Steve Hoffman
8426 Borgwardt Lane
Manitowoc, 54220

Prepared by:

8426 Borgwardt Lane
Manitowoc, 54220
920-758-2988, 920-758-2987
steve.hoffman@indepthagronomy.com

Field Name	Soil Series & Symbol (critical)	Slope	Tillage	Rot Avg PI	PI	2021	2022	2023	2024	2025	2026	2027	2028
21	SISSON SrB2	4	NT/NTcvr- NT/NTcvr-NT- NT-NT/NTcvr- NT/NTcvr-NT- NT/NTcvr	0	Total Particulate Soluble	0.1 0.1 0.1	0.1 0.1 0.0	0.1 0.1 0.0	0.1 0.0 0.0	0.1 0.1 0.0	0.1 0.1 0.0	0.1 0.1 0.0	0.1 0.1 0.0

Average
0.1

Average reduction = 0.275 - 0.1 = 0.175 lbs/yr-ac

Paul Puestow
Annual BMP Summary

PAUL PUESTOW	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM	COVER CROP(S)
FICK 1	8.9	0	0	0	1	0.1	1.6	NO	YES	YES	ALFALFA	ALFALFA	NT	ALFALFA
FICK 2	7.5	0	2	0	2	0.3	2.5	YES	YES	YES	CORN	NP	NT	NONE
MISKE 1	2.9	2	5	2	3	0.9	1.9	YES	YES	YES	CORN	CORN	NT	NONE
MISKE 2	4.2	0	0	0	0	0	0	NO	NO	NO	GRASS	GRASS	NT	GRASS
MISKE 3	10.9	0	1	1	1	0.5	1.7	YES	NO	YES	CORN	CORN	NT	NONE
BOEHLKE 2	10.5	0	1	0	1	0.2	1.9	YES	YES	YES	CORN	OATS	NT	NONE
SHED	2.1	0	1	0	1	0.2	1.9	YES	YES	YES	CORN	CORN	NT	NONE
SANBORN	4.5	0	1	0	1	0.2	2.1	YES	YES	YES	CORN	CORN	NT	NONE
PINES	1.2	0	1	0	1	0.1	1.2	YES	YES	YES	CORN	CORN	NT	NONE
GUSLICK	4.7	0	0	0	1	0.2	1.3	NO	YES	YES	GRASS	GRASS	NT	GRASS
WILHELM PASTURE	3.7	0	0	0	1	0.1	0.6	NO	YES	YES	CORN	CORN	NT	NONE
WILHELM NORTH	1.6	0	0	0	0	0.1	0.6	NO	NO	YES	CORN	CORN	NT	NONE

62.7 ACRES

PAUL PUESTOW	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	HARD PRACTICE POTENTIAL	2023 NOTES
FICK 1	Y	Y	Y	N	1	\$30	\$267	0.0		
FICK 2	N	N	N	N	1	\$0	\$0	15.0		
MISKE 1	N	N	N	N	1	\$0	\$0	8.7		
MISKE 2	Y	Y	Y	N	1	\$30	\$126	0.0		
MISKE 3	N	N	N	N	1	\$0	\$0	10.9		
BOEHLKE 2	N	N	Y	N	1	\$10	\$105	10.5		
SHED	N	N	N	N	1	\$0	\$0	2.1		
SANBORN	N	N	N	N	1	\$0	\$0	4.5		
PINES	N	N	N	N	1	\$0	\$0	1.2		
GUSLICK	Y	Y	Y	N	1	\$30	\$141	0.0		
WILHELM PASTURE	N	N	N	N	1	\$0	\$0	0.0		
WILHELM NORTH	N	N	N	N	1	\$0	\$0	0.0		
							\$639	52.9 LBS		

AI Schmidt

Annual BMP Summary

AL SCHMIDT	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM
1	28.2	0	2.0	0	1	0.3	1.8	YES	YES	YES	SOYBEAN	SOYBEAN	NT
2	19.6	0	0.0	0	0	0	0.2	NO	NO	YES	GRASS, CLOVER, ALFALFA	GRASS, CLOVER, ALFALFA	NT
3	2.4	0	0.0	0	1	0	1.1	NO	YES	YES	GRASS, CLOVER, ALFALFA	GRASS, CLOVER, ALFALFA	NT
4	16.7	0	0.0	0	1	0.1	1.1	NO	YES	YES	ALFALFA, CLOVER, GRASS	GRASS, CLOVER, ALFALFA	NT
5	3.4	0	0.0	0	0	0	0.6	NO	NO	YES	GRASS, CLOVER, ALFALFA	GRASS, CLOVER, ALFALFA	NT
6	17.1	0	0.0	0	1	0	1.8	NO	YES	YES	GRASS, CLOVER, ALFALFA	GRASS, CLOVER, ALFALFA	NT
7	18.7	0	1.0	0	1	0.4	1.4	YES	YES	YES	CORN	SOYBEAN	NT
8	9.8	0	0.0	0	1	0.1	0.9	NO	YES	YES	ALFALFA	ALFALFA GRASS	NT
9	8.6	0	0.0	0	0	0	0.6	NO	NO	YES	PRARIE GRASS	GRASS, CLOVER, ALFALFA	NT

AL SCHMIDT	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM
10	8.7	0	0.0	0	2	0.3	2.0	NO	YES	YES	HAY	ALFALFA GRASS	NT
11	13.6	0	0.0	0	1	0.1	1.1	NO	YES	YES	PRARIE GRASS		NT
12	8.5	1	3.0	1	2	1	3.0	YES	YES	YES	SOYBEAN	RYE	NT
19	13.3	0	2.0	0	1	0.5	1.6	YES	YES	YES	SOYBEAN	SOYBEAN	NT
20	2	0	2.0	0	1	0.5	1.6	YES	YES	YES	SOYBEAN	SOYBEAN	NT
11 SOUTH	5.4	1	1.0	1	2	0.4	0.9	NO	YES	YES	PRARIE GRASS	ALFALFA GRASS	NT
11 WEST	1.4	2	2.0	2	4	0	0.4	NO	YES	YES	GRASS	ALFALFA GRASS	NT
13-14	38.5	1	2.0	1	1	0.3	1.3	YES	NO	YES	SOYBEAN	SOYBEAN	NT
13E	6.4	0	0.0	0	1	0.1	0.7	NO	YES	YES	SOYBEAN	ALFALFA GRASS	NT
15 N	22	1	2.0	1	1	0.6	1.4	YES	NO	YES	SOYBEAN	SOYBEAN	NT
15 S	28.7	1	2.0	0	2	0.4	1.8	YES	YES	YES	SOYBEAN	SOYBEAN	NT
CEDAR CREEK	6	0	0.0	0	0	0	0.0	NO	NO	NO	GRASS	GRASS, CLOVER, ALFALFA	NT
DNR	16.8	0	1.0	0	1	0.4	1.5	YES	YES	YES	SOYBEAN	SOYBEAN	NT
JAILHOUSE	2.3	0	0.0	0	0	0	0.0	NO	NO	NO	GRASS, CLOVER, ALFALFA	ALFALFA GRASS	NT

298.1

AL SCHMIDT	Acres	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	HARD PRACTICE POTENTIAL	2023 NOTES
1	28.2	NONE	N	N	N	N	1	\$0	\$0	56.4	low	1 large conc flow, low potential
2	19.6	GRASS	Y	Y	Y	N	1	\$30	\$588	0.0	low	no visual conc flows, low potential, field 5 is the same
3	2.4	GRASS	Y	Y	Y	N	1	\$30	\$72	0.0	low	no visual conc flows
4	16.7	ALFALFA	Y	Y	Y	N	1	\$30	\$501	0.0	low	no visual flows, low potential
5	3.4	GRASS	Y	Y	Y	N	1	\$30	\$102	0.0	low	no visual conc flows, low potential, field 5 is the same
6	17.1	GRASS	Y	Y	Y	N	1	\$30	\$513	0.0	low	no conc flows, low potential
7	18.7		N	N	N	N	1	\$0	\$0	18.7	med	a few conc flows, medium potential
8	9.8	ALFALFA	Y	Y	Y	N	1	\$30	\$294	0.0	low	no visual flows, low potential
9	8.6	GRASS	Y	Y	Y	N	1	\$30	\$258	0.0	low	no conc flows, low potential

AL SCHMIDT	Acres	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	HARD PRACTICE POTENTIAL	2023 NOTES
10	8.7	ALFALFA	Y	Y	Y	N	1	\$30	\$261	0.0	low	no conc flows, low potential
11	13.6	ALFALFA	Y	Y	Y	N	1	\$30	\$408	0.0	low	no visual conc flows, low potential
12	8.5	RYE	N	Y	Y	N	1	\$20	\$170	17.0	low	no conc flows, low potential
19	13.3	NONE	N	N	N	N	1	\$0	\$0	26.6	low	no conc flows, low potential
20	2	NONE	N	N	N	N	1	\$0	\$0	4.0		
11 SOUTH	5.4	ALFALFA	Y	Y	Y	N	1	\$30	\$162	0.0	low	no conc flows, low potential
11 WEST	1.4	GRASS	Y	Y	Y	N	1	\$30	\$42	0.0	low	no significant conc flows, low potential
13-14	38.5	NONE	N	N	N	N	1	\$0	\$0	38.5	low	no significant conc flows, low potential
13E	6.4	NONE	N	N	Y	N	1	\$10	\$64	0.0	low	no significant conc flows, low potential
15 N	22	WHEAT	N	Y	N	N	1	\$10	\$220	22.0	med	a few wet areas and 1 conc flow, medium potential
15 S	28.7	WHEAT	N	Y	N	N	1	\$10	\$287	28.7	med	a few wet areas and 1 conc flow, medium potential
CEDAR CREEK	6	GRASS	Y	Y	Y	N	1	\$30	\$180	0.0	low	high sloping small field, low potential
DNR	16.8	WHEAT	N	Y	N	N	1	\$10	\$168	16.8	low	no conc flows, low potential
JAILHOUSE	2.3	GRASS	Y	Y	Y	N	1	\$30	\$69	0.0	low	small field, no flows, low potential
298.1								TOTAL	\$4,359	228.7	lbs	

Stan Miller
Annual BMP Summary

STAN MILLER	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM	COVER CROP(S)
AK	10.8	0	1	0	1	0.2	1.2	YES	YES	YES	CORN	SOYBEAN	NT	NONE
CM1	4	1	2	1	2	0.9	2	YES	YES	YES	WHEAT	CORN	NT	MIX
CM10	7.5	0	0	0	0	0.3	0.9	NO	NO	YES	SOYBEAN	WHEAT	NT	WHEAT
CM2	17.6	1	1	0	1	0.5	1.5	NO	YES	YES	CORN	SOYBEAN	NT	NONE
CM3	2.5	0	0	0	2	0.4	1.6	NO	YES	YES	SOYBEAN	NONE	NT	NONE
CM4	18.2	0	1	0	1	0.2	1.4	YES	YES	YES	CORN	SOYBEAN	NT	NONE
CM5	5.2	0	3	0	1	0.3	1.9	YES	YES	YES	ALF/GRASS	CORN	NT	ALF/GRASS
CM6	5.1	0	2	0	1	0.4	1.7	YES	YES	YES	SOYBEAN	CORN	NT	NONE
CM7	4.9	0	0	0	1	0.3	1.2	NO	YES	YES	SOYBEAN	CORN	NT	NONE
CM8	5.6	1	1	1	2	1.9	2.6	NO	YES	YES	SOYBEAN	WHEAT	NT	WHEAT
CM9	7.2	0	1	1	1	0.6	1.7	YES	NO	YES	SOYBEAN	WHEAT	NT	WHEAT
F	3.8	0	0	0	1	0.4	1.1	NO	YES	YES	SOYBEAN	NONE	NT	RYE
G	6.2	0	1	0	1	0.3	0.8	YES	YES	YES	WHEAT	NONE	NT	MIX
GG 3,5N	9.8	0	2	1	3	0.3	2.3	YES	YES	YES	CORN	SOYBEAN	NT	NONE
GG 3,5S	6	0	2	0	2	0.3	1.8	YES	YES	YES	SOYBEAN	CORN	NT	RYE
GG1	5	1	1	1	2	0.1	0.5	NO	YES	YES	CORN	SOYBEAN	NT	NONE
GG4	2.7	0	2	0	2	0.3	1.5	YES	YES	YES	SOYBEAN	CORN	NT	RYE
GG6	5.6	0	2	0	1	0.3	1.5	YES	YES	YES	SOYBEAN	CORN	NT	RYE
GG7,8	9.3	2	2	2	3	0.1	0.5	NO	YES	YES	CORN	SOYBEAN	NT	NONE
H	3.3	0	2	1	1	1	2.2	YES	NO	YES	SOYBEAN	SOYBEAN	NT	RYE
I	4.5	1	1	1	1	0.9	1.8	NO	NO	YES	CORN	SOYBEAN	NT	NONE
J	3.5	1	1	1	1	1.5	1.2	NO	NO	NO	WHEAT	CORN	NT	MIX
JG1	5.1	1	2	1	2	0.8	2.5	YES	YES	YES	CORN	SOYBEAN	NT	NONE

STAN MILLER	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM	COVER CROP(S)
JG2	1.7	1	2	1	3	0.8	2.5	YES	YES	YES	CORN	SOYBEAN	NT	NONE
JG3	1.7	0	1	0	1	0.3	0.9	YES	YES	YES	CORN	SOYBEAN	NT	NONE
JG4	17.1	0	4	0	3	0.1	1.9	YES	YES	YES	SOYBEAN	CORN	NT	RYE
JG7	2.1	0	0	0	1	0.1	0.4	NO	YES	YES	SOYBEAN	NONE	NT	NONE
JG8	4.7	0	1	0	1	0.1	1	YES	YES	YES	SOYBEAN	SOYBEAN	NT	NONE
M	2.7	1	1	1	1	0.7	1.6	NO	NO	YES	WHEAT	CORN	NT	MIX
N	4	1	1	1	1	0.7	1.6	NO	NO	YES	WHEAT	CORN	NT	MIX
OV HWY60 1	12	0	0	0	1	0.2	0.8	NO	YES	YES	SOYBEAN	CORN	NT	RYE
OV HWYG 1,3	33.2	0	2	1	2	0.6	2	YES	YES	YES	CORN	SOYBEAN	NT	RYE
OV PV 1	18.7	0	1	0	1	0.2	1.4	YES	YES	YES	CORN	SOYBEAN	NT	NONE
OV PV 2	9.8	0	2	0	2	0.2	2.1	YES	YES	YES	CORN	SOYBEAN	NT	NONE
OV PV 3	31.3	0	4	0	3	0.2	2	YES	YES	YES	SOYBEAN	CORN	NT	RYE
OV PV 4	4	0	2	0	2	0.1	0.7	YES	YES	YES	SOYBEAN	CORN	NT	RYE
WITTE	28	1	1	1	2	0.8	1.7	NO	YES	YES	CORN	SOYBEAN	NT	NONE
WM1	1.2	0	2	0	2	0.7	3.1	YES	YES	YES	SOYBEAN	CORN	NT	NONE
WM2	13.5	0	2	0	2	0.7	3.1	YES	YES	YES	WHEAT	CORN	NT	MIX
WM3	18.5	0	1	1	2	2	2.8	YES	YES	YES	SOYBEAN	WHEAT	NT	WHEAT

357.6

STAN MILLER	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING / 50% TOTAL COVER THROUGH APRIL 15	20% LIVING / 50% TOTAL COVER THROUGH JUNE	MANURE?	QUALIFIED	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	TOTAL P REDUCTION	2024 NOTES	Hard Practice Potential	NOTES:
AK	N	N	N	N	1	\$0	\$0	10.8			
CM1	Y	Y	N	N	1	\$20	\$80	4.0			
CM10	N	Y	Y	N	1	\$20	\$150	0.0			
CM2	N	N	N	N	1	\$0	\$0	0.0			
CM3	N	N	N	N	1	\$0	\$0	0.0			
CM4	N	N	N	N	1	\$0	\$0	18.2			
CM5	Y	Y	N	N	1	\$20	\$104	15.6			
CM6	N	N	Y	N	1	\$10	\$51	10.2			
CM7	N	N	Y	N	1	\$10	\$49	0.0			
CM8	Y	Y	Y	N	1	\$30	\$168	0.0			
CM9	Y	Y	Y	N	1	\$30	\$216	7.2			
F	N	Y	N	N	1	\$10	\$38	0.0			
G	Y	Y	N	N	1	\$20	\$124	6.2			
GG 3,5N	N	N	N	N	1	\$0	\$0	19.6			
GG 3,5S	N	Y	Y	N	1	\$20	\$120	12.0			
GG1	N	N	N	N	1	\$0	\$0	0.0			
GG4	N	Y	Y	N	1	\$20	\$54	5.4			
GG6	N	Y	Y	N	1	\$20	\$112	11.2			
GG7,8	N	N	N	N	1	\$0	\$0	0.0			
H	N	Y	Y	N	1	\$20	\$66	6.6			
I	N	N	N	N	1	\$0	\$0	0.0			
J	Y	Y	N	N	1	\$20	\$70	0.0			
JG1	N	N	N	N	1	\$0	\$0	5.1			

STAN MILLER	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING/ 50% TOTAL COVER THROUGH APRIL 15	20% LIVING /50% TOTAL COVER THROUGH JUNE	MANURE?	QUALIFIED	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	TOTAL P REDUCTION	2024 NOTES	Hard Practice Potential	NOTES:
JG2	N	N	N	N	1	\$0	\$0	1.7			
JG3	N	N	N	N	1	\$0	\$0	1.7			
JG4	N	Y	N	N	1	\$10	\$171	68.4			
JG7	N	N	N	N	1	\$0	\$0	0.0			
JG8	N	N	N	N	1	\$0	\$0	4.7			
M	Y	Y	N	N	1	\$20	\$54	0.0			
N	Y	Y	N	N	1	\$20	\$80	0.0			
OV HWY60 1	N	Y	Y	N	1	\$20	\$240	0.0			
OV HWYG 1,3	N	Y	N	N	1	\$10	\$332	66.4			
OV PV 1	N	N	N	N	1	\$0	\$0	18.7			
OV PV 2	N	N	N	N	1	\$0	\$0	19.6			
OV PV 3	N	Y	N	N	1	\$10	\$313	125.2			
OV PV 4	N	Y	N	N	1	\$10	\$40	8.0			
WITTE	N	N	N	N	1	\$0	\$0	0.0			
WM1	N	N	N	N	1	\$0	\$0	2.4			
WM2	Y	Y	N	N	1	\$20	\$270	27.0			
WM3	Y	Y	Y	N	1	\$30	\$555	18.5			
TOTAL						\$3,457	494.4 LBS				

Roden Echo Valley Annual BMP Summary

RODEN ECHO VALLEY	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM
BUSS 1	18.7	1	2	0	2	0.2	2	YES	YES	YES	WHEAT	CORN	NT
BUSS 2	2.9	1	1	0	1	0.6	1.9	NO	YES	YES	WHEAT	CORN	NT
GRUENINGER 1	24.4	0	0	1	1	1.2	1.2	NO	NO	NO	ALFALFA	ALFALFA	NT
HERTHER 1	28.9	2	3	1	2	0.8	1.9	YES	YES	YES	SOYBEAN	CORN	NT
HOME 1	23	1	1	2	2	1	1.3	NO	NO	YES	ALF/CLOVER	ALFALFA/GRASS	NT
HOME 2	7.1	1	1	1	2	0.4	1.5	NO	YES	YES	CORN	NEW SEEDING	NT
HOME 4	28	2	3	4	5	3.6	4.6	YES	YES	YES	ALF/CLOVER	ALFALFA/GRASS	NT
HOME 5	21.8	2	2	3	3	2.8	2.8	NO	NO	NO	ALF/CLOVER	ALFALFA/GRASS	NT
HULK 1	17.1	0	1	0	1	0.5	1.6	YES	YES	YES	CORN	SOYBEAN	NT
KLEMAN NORTH K1	44.4	1	4	1	2	0.6	1.9	YES	YES	YES	CORN	CORN	NT
KLEMAN SOUTH 1	11.2	0	0	0	1	0.3	1.6	NO	YES	YES	ALF/GRASS CLOVER	ALFALFA/GRASS CLOVER	NT
KLEMAN SOUTH 2	14.7	0	0	1	2	0.5	2.6	NO	YES	YES	ALF/GRASS CLOVER	ALFALFA/GRASS CLOVER	NT
KLEMAN SOUTH 3	6.1	0	0	0	2	0.3	1.7	NO	YES	YES	ALF/GRASS	ALFALFA/GRASS CLOVER	NT

RODEN ECHO VALLEY	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM
KLEMAN SOUTH 4	10.1	0	0	0	2	0.3	1.7	NO	YES	YES	ALF/GRASS CLOVER	ALFALFA	NT
KLEMAN SOUTH 5	1.3	0	0	1	1	0.6	1	NO	NO	YES	ALF/GRASS CLOVER	ALFALFA	NT
MAYER 1	15.8	3	3	3	3	4.4	4.2	NO	NO	NO	CORN	WHEAT	NT
MAYER 2	15.4	4	3	3	3	4.4	4.6	NO	NO	YES	CORN	WHEAT	NT
MAYER 3	17.2	4	4	4	3	4.4	4.2	NO	NO	NO	CORN	WHEAT	NT
MAYER 4	5.5	2	2	2	2	2	2.2	NO	NO	YES	CORN	WHEAT	NT
MAYER 5	2.2	0	0	0	1	0.5	1	NO	YES	YES	CORN	WHEAT	NT
MAYER 6	6.5	6	5	4	5	5.3	5.9	NO	YES	YES	CORN	WHEAT	NT
MAYER 7	3.5	1	1	1	1	2	2.3	NO	NO	YES	CORN	WHEAT	NT
PAGEL 1	20.9	7	11	3	5	2.7	4.9	YES	YES	YES	CORN	NEW SEEDING	NT
PAGEL 2	30.4	1	6	1	2	1	2	YES	YES	YES	CORN	CORN	NT
PAGEL 3	0.6	3	3	1	1	1.3	1.5	NO	NO	YES	CORN	CORN	NT
PAGEL 4	4.1	8	9	2	4	2.7	4.8	YES	YES	YES	CORN	CORN	NT
PATTY 1	14.5	3	3	1	2	1.4	1.7	NO	YES	YES	CORN	CORN	NT
PAUL 1	20.9	2	2	1	1	1.6	1.6	NO	NO	NO	CORN	SOYBEAN	NT
PAUL 2	10.9	1	1	1	1	1.4	1.7	NO	NO	YES	CORN	SOYBEAN	NT
PRESCHAT 1	10.3	3	4	3	3	3	3.2	YES	NO	YES	CORN	WHEAT	NT
PRESCHAT 2	17.9	1	1	1	1	0.5	0.6	NO	NO	YES	CORN	WHEAT	NT
PROEFROCK 1	22.7	3	3	2	2	2	2.5	NO	NO	YES	CORN	ALFALFA/ GRASS CLOVER	NT

RODEN ECHO VALLEY	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM
ROECKL 2	4.8	2	2	2	2	2.3	2.3	NO	NO	NO	CORN	NEW SEEDING	NT
ROECKL 3	11.3	2	2	2	2	1.8	1.9	NO	NO	YES	CORN	NEW SEEDING	NT
SLAGEL 2	43.1	2	2	1	1	1.2	1.9	NO	NO	YES	WHEAT	NEW SEEDING	NT
SLAGEL 5	22.7	4	4	2	2	1.8	1.8	NO	NO	NO	CORN	CORN	SVT
SLT 1S	17.8	0	0	0	0	0.3	0.6	NO	NO	YES	ALF/GRASS CLOVER	ALFALFA/ GRASS CLOVER	NT
SLT 2S	10.8	1	2	0	1	0.4	2.1	YES	YES	YES	CORN	CORN	NT
SLT 3S	7.4	1	2	1	1	0.9	2.1	YES	NO	YES	GRASS	CORN	NT
SLT 4S	5.7	6	6	2	2	3	3	NO	NO	NO	CORN	CORN	VT
ST AUGUSTINE 1	18.2	2	6	1	4	1	4	YES	YES	YES	CORN	CORN	SVT
ST AUGUSTINE 2	26.5	2	4	1	2	0.8	2.3	YES	YES	YES	CORN	CORN	SVT
ST AUGUSTINE 3	3.1	1	2	0	1	0.4	1.3	YES	YES	YES	CORN	CORN	NT
STROEBEL 1	17	1	1	1	1	0.8	0.9	NO	NO	YES	CORN	SOYBEAN	NT
STROEBEL 2	8.8	2	2	2	2	3.2	2.8	NO	NO	NO	CORN	SOYBEAN	NT
STROEBEL 3	1.1	3	3	2	2	4.4	2.7	NO	NO	NO	CORN	SOYBEAN	NT
STROEBEL 4	1	0	1	0	2	0.5	3	YES	YES	YES	CORN	SOYBEAN	NT
STROEBEL 9	0.9	1	1	1	1	0.9	2.3	NO	NO	YES	CORN	SOYBEAN	NT
ILLMANN CEDARBURG	24.9	1	1	1	1	0.5	1.4	NO	NO	YES	SOYBEAN	CORN	NT
ILLMANN CEDARBURG	0.8	1	2	1	2	1	1.7	YES	YES	YES	SOYBEAN	CORN	NT
WAUSAUKEE 8	41.6	7	6	4	4	3.6	3.4	NO	NO	NO	CORN	CORN	ST

RODEN ECHO VALLEY	Acres	2024 Actual PI	2024 Baseline PI	Actual Rotational PI 2021-2028	Baseline Rotational PI 2021-2028	Actual Rotational Erosion	Baseline Rotational Erosion	P MODEL SHOWS 2024 DELIVERY REDUCTION	P MODEL SHOWS ROTATIONAL DELIVERY REDUCTION	CURRENT YEAR EROSION REDUCTION?	2023 CROP	2024 CROP	TILLAGE SYSTEM
WOLLNER NORTH 1	4.3	1	1	1	3	0.5	1.4	NO	YES	YES	ALF/GRASS CLOVER	ALFALFA/ GRASS CLOVER	NT
WOLLNER NORTH 2	42.7	2	2	3	3	1.7	1.9	NO	NO	YES	ALF/GRASS CLOVER	ALFALFA/ GRASS CLOVER	NT
WOLLNER NORTH 3	2.1	6	6	7	7	3.9	3.9	NO	NO	NO	ALF/GRASS CLOVER	ALFALFA/ GRASS CLOVER	NT
WOLLNER SOUTH 1	50.6	12	12	6	6	6.1	6.1	NO	NO	NO	WHEAT	CORN	NT

RODEN ECHO VALLEY	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING / 50% TOTAL COVER THROUGH APRIL 15	20% LIVING / 50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES
BUSS 1	WHEAT	Y	Y	N	N	1	\$20	\$374	18.7	
BUSS 2	WHEAT	Y	Y	N	N	1	\$20	\$58	0.0	
GRUENINGER 1	ALFALFA	Y	Y	Y	N	1	\$30	\$732	0.0	
HERTHER 1	NONE	N	N	N	Y	0	\$0	\$0	28.9	FALL SURFACE MANURE
HOME 1	ALF/CLOVER	Y	Y	Y	N	1	\$30	\$690	0.0	
HOME 2	NONE	N	N	Y	N	1	\$10	\$71	0.0	
HOME 4	ALF/CLOVER	Y	Y	Y	N	1	\$30	\$840	28.0	
HOME 5	ALF/CLOVER	Y	Y	Y	N	1	\$30	\$654	0.0	
HULK 1	NONE	N	N	N	Y	0	\$0	\$0	17.1	SPRING SURFACE MANURE
KLEMAN NORTH K1	RYE	N	Y	Y	N	1	\$20	\$888	133.2	FALL INJECT/INCorp MANURE
KLEMAN SOUTH 1	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$336	0.0	
KLEMAN SOUTH 2	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$441	0.0	
KLEMAN SOUTH 3	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$183	0.0	

RODEN ECHO VALLEY	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING / 50% TOTAL COVER THROUGH APRIL 15	20% LIVING / 50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES
KLEMAN SOUTH 4	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$303	0.0	
KLEMAN SOUTH 5	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$39	0.0	
MAYER 1	WHEAT	Y	Y	Y	N	1	\$30	\$474	0.0	
MAYER 2	WHEAT	Y	Y	Y	N	1	\$30	\$462	-15.4	
MAYER 3	WHEAT	Y	Y	Y	N	1	\$30	\$516	0.0	
MAYER 4	WHEAT	Y	Y	Y	N	1	\$30	\$165	0.0	
MAYER 5	WHEAT	Y	Y	Y	N	1	\$30	\$66	0.0	
MAYER 6	WHEAT	Y	Y	Y	N	1	\$30	\$195	-6.5	
MAYER 7	WHEAT	Y	Y	Y	N	1	\$30	\$105	0.0	
PAGEL 1	RYE	N	Y	Y	N	1	\$20	\$418	83.6	FALL INJECT/INCORP MANURE
PAGEL 2	RYE	N	Y	Y	N	1	\$20	\$608	152.0	FALL INJECT/INCORP MANURE
PAGEL 3	RYE	N	Y	Y	N	1	\$20	\$12	0.0	FALL INJECT/INCORP MANURE
PAGEL 4	RYE	N	Y	N	Y	0	\$0	\$0	4.1	FALL SURFACE MANURE
PATTY 1	RYE	N	N	N	Y	0	\$0	\$0	0.0	FALL SURFACE MANURE
PAUL 1	RYE	N	Y	N	N	1	\$10	\$209	0.0	
PAUL 2	RYE	N	Y	N	N	1	\$10	\$109	0.0	
PRESCHAT 1	WHEAT	Y	Y	Y	N	1	\$30	\$309	10.3	
PRESCHAT 2	WHEAT	Y	Y	Y	N	1	\$30	\$537	0.0	
PROEFROCK 1	NONE	N	N	Y	N	1	\$10	\$227	0.0	

RODEN ECHO VALLEY	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING / 50% TOTAL COVER THROUGH APRIL 15	20% LIVING / 50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES
ROECKL 2	RYE	Y	Y	Y	N	1	\$30	\$144	0.0	
ROECKL 3	RYE	Y	Y	Y	N	1	\$30	\$339	0.0	
SLAGEL 2	MIX	Y	Y	Y	N	1	\$30	\$1,293	0.0	
SLAGEL 5	RYE	N	Y	Y	N	1	\$20	\$454	0.0	FALL INJECT/INCORP MANURE
SLT 1S	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$534	0.0	
SLT 2S		N	N	Y	N	1	\$10	\$108	10.8	
SLT 3S	GRASS	Y	Y	Y	N	1	\$30	\$222	7.4	
SLT 4S	WHEAT	Y	Y	Y	N	1	\$30	\$171	0.0	
ST AUGUSTINE 1	RYE	N	Y	N	N	1	\$10	\$182	72.8	FALL INJECT/INCORP MANURE
ST AUGUSTINE 2	RYE	N	Y	N	N	1	\$10	\$265	53.0	FALL INJECT/INCORP MANURE
ST AUGUSTINE 3	RYE	N	N	N	Y	0	\$0	\$0	3.1	FALL SURFACE MANURE
STROEBEL 1	RYE	Y	N	Y	N	1	\$20	\$340	0.0	FALL INJECT/INCORP MANURE
STROEBEL 2	RYE	Y	N	Y	N	1	\$20	\$176	0.0	FALL INJECT/INCORP MANURE
STROEBEL 3	RYE	Y	N	Y	N	1	\$20	\$22	0.0	FALL INJECT/INCORP MANURE
STROEBEL 4	RYE	Y	N	Y	N	1	\$20	\$20	1.0	FALL INJECT/INCORP MANURE
STROEBEL 9	RYE	Y	N	Y	N	1	\$20	\$18	0.0	FALL INJECT/INCORP MANURE
ILLMANN CEDARBURG	NONE	N	N	N	Y	0	\$0	\$0	0.0	FALL SURFACE MANURE
ILLMANN CEDARBURG		N	N	N	N	1	\$0	\$0	0.8	
WAUSAUKEE 8	NONE	N	Y	N	N	1	\$10	\$416	-41.6	SPRING INJECT/INCORP MANURE

RODEN ECHO VALLEY	COVER CROP(S)	20% LIVING / 50% TOTAL COVER BY OCTOBER 15	20% LIVING / 50% TOTAL COVER THROUGH APRIL 15	20% LIVING / 50% TOTAL COVER THROUGH JUNE	SURFACE MANURE?	QUALIFIED?	QUALIFIED INCENTIVES	TOTAL INCENTIVE PAYMENT FOR FIELD	LBS P DELIVERY REDUCTION	2024 NOTES
WOLLNER NORTH 1	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$129	0.0	
WOLLNER NORTH 2	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$1,281	0.0	
WOLLNER NORTH 3	ALF/GRASS CLOVER	Y	Y	Y	N	1	\$30	\$63	0.0	
WOLLNER SOUTH 1	MIX	Y	Y	N	N	1	\$20	\$1,012	0.0	

TOTAL \$17,210 561.3 LBS

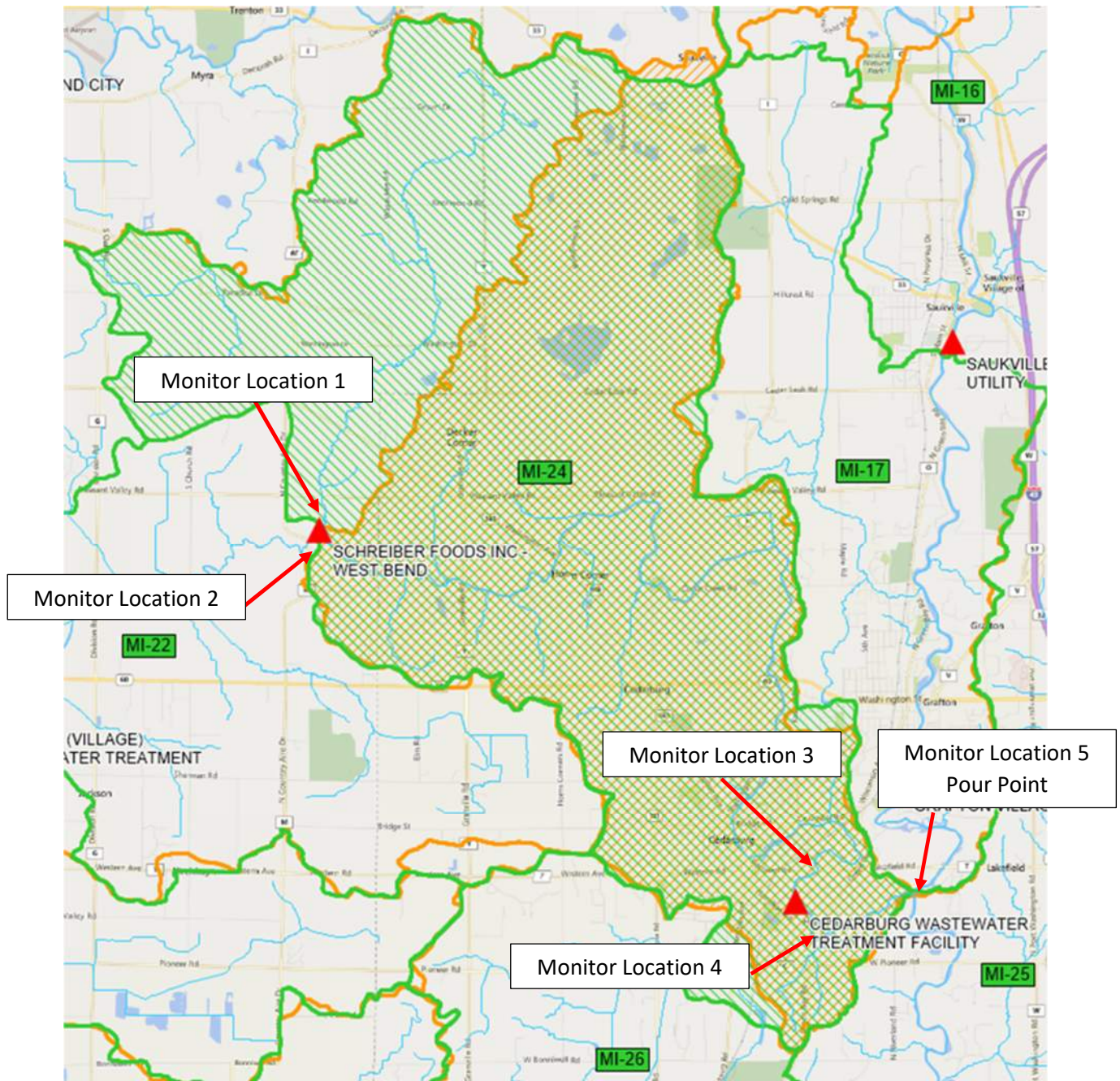
MAXIMUM PAYMENT \$15,000

Pictures of Prairie Development
May 2024
Formally the Zarling Farm





Creek Monitoring Locations for Adaptive Management



Cedarburg Adaptive Management Program Sample Collection Sites

Sample Location 1: The bridge where an unnamed tributary passes under Pleasant Valley Road just up creek from the confluence with Cedar Creek.



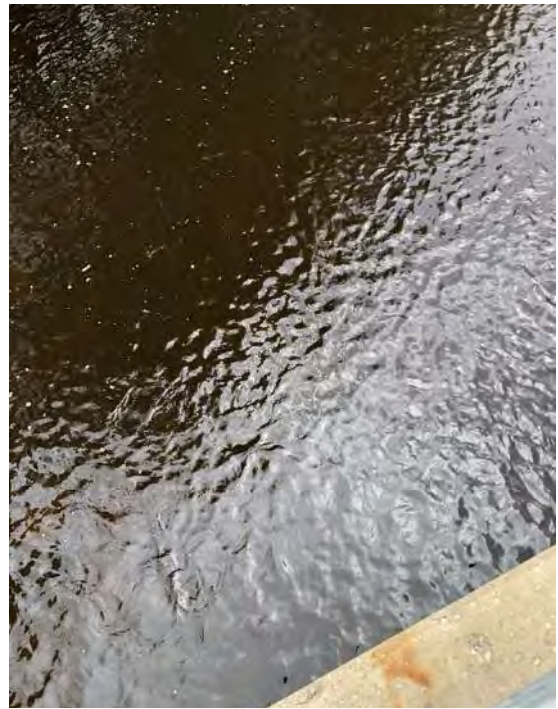
Downstream side of bridge

Sample Location 2: The bridge where Cedar Creek passes under Country Aire Dr. just up creek from the confluence with the unnamed tributary.



View of creek from bridge looking west

Sample Location 3: The bridge where Cedar Creek passes under Lakefield Road for the first time, upstream of the WRC outfall.



View of creek from bridge looking south

Sample Location 4: The bridge where Cedar Creek passes under Green Bay Rd, downstream from the WRC.



View of creek from bridge looking east

Sample Location 5: Cedar Creek near the confluence with the Milwaukee River. This location (marked by the red X) is the “pour point” for the action area.



Data Summary - Crop Year 2024

Total Phosphorus
Growing Season (May - October)

Date	Location				
	1	2	3	4	5
May	0.048	0.054	0.024	0.033	0.033
June	0.084	0.106	0.098	0.091	0.096
July	0.12	0.219	0.174	0.17	0.165
August	0.098	0.168	0.167	0.164	0.161
September	0.072	0.043	0.05	0.076	0.055
October	0.050	0.050	0.036	0.036	0.030

Filtered Total Phosphorus
Growing Season (May - October)

Date	Location				
	1	2	3	4	5
May	0.040	0.024	0.024	0.024	0.024
June	0.069	0.076	0.065	0.069	0.065
July	0.106	0.212	0.149	0.144	0.149
August	0.088	0.139	0.14	0.14	0.136
September	0.041	0.027	0.044	0.061	0.044
October	0.024	0.024	0.024	0.024	0.026

Values shown in red were below the LDL of 0.024 mg/L.

Mean	0.079	0.107	0.092	0.095	0.090
Standard Error	0.011	0.030	0.027	0.025	0.025
Median	0.078	0.080	0.074	0.084	0.076
Standard Deviation	0.028	0.073	0.066	0.060	0.061
Sample Variance	0.001	0.005	0.004	0.004	0.004
Range	0.072	0.176	0.150	0.137	0.135
Minimum	0.048	0.043	0.024	0.033	0.030
Maximum	0.120	0.219	0.174	0.170	0.165
Sum	0.472	0.64	0.549	0.57	0.54
Count	6	6	6	6	6
Confidence Level(80.0%)	0.017	0.044	0.040	0.036	0.037
UCL	0.095	0.124	0.114	0.120	0.112
LCL	0.061	0.036	0.034	0.047	0.039

Mean	0.061	0.084	0.074	0.077	0.074
Standard Error	0.013	0.032	0.023	0.022	0.023
Median	0.055	0.052	0.055	0.065	0.055
Standard Deviation	0.032	0.077	0.057	0.054	0.055
Sample Variance	0.001	0.006	0.003	0.003	0.003
Range	0.082	0.188	0.125	0.120	0.125
Minimum	0.024	0.024	0.024	0.024	0.024
Maximum	0.106	0.212	0.149	0.144	0.149
Sum	0.368	0.502	0.446	0.462	0.444
Count	6	6	6	6	6
Confidence Level(80.0%)	0.019	0.047	0.034	0.032	0.033
UCL	0.074	0.098	0.089	0.097	0.088
LCL	0.036	0.005	0.020	0.033	0.021

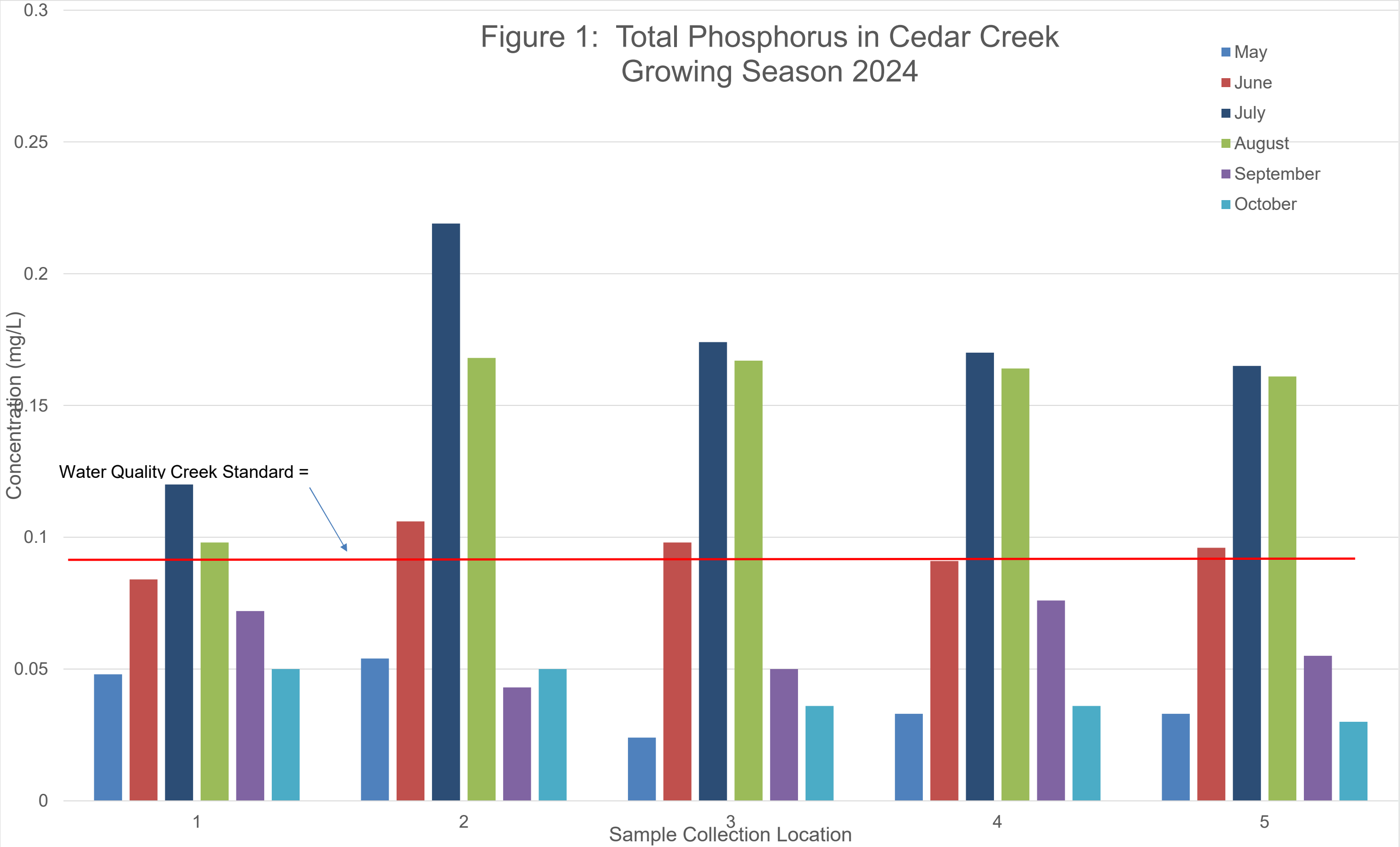
Data Summary

Total Phosphorus						Filtered Total Phosphorus							
Growing Season (May - October)						Growing Season (May - October)							
Location						Location							
	Date	1	2	3	4	5		Date	1	2	3	4	5
2022	May	0.028	0.06	0.058	0.06	0.055		May	0.024	0.024	0.024	0.024	0.024
	June	0.105	0.184	0.228	0.268	0.219		June	0.037	0.024	0.03	0.024	0.024
	June	0.103	0.115	0.126	0.129	0.137		June	0.024	0.024	0.024	0.024	0.024
	July	0.1	0.116	0.156	0.144	0.141		July	0.024	0.024	0.024	0.024	0.024
	August	0.099	0.123	0.088	0.116	0.103		August	0.081	0.024	0.075	0.099	0.086
	September	0.106	0.1	0.102	0.117	0.120		September	0.085	0.047	0.092	0.102	0.106
	October	0.024	0.062	0.026	0.045	0.030		October	0.024	0.024	0.024	0.037	0.024
2023	May	0.051	0.063	0.038	0.048	0.045		May	0.043	0.058	0.033	0.044	0.034
	June	0.226	0.179	0.218	0.143	0.172		June	0.149	0.059	0.113	0.024	0.111
	July	0.163	0.151	0.158	0.162	0.145		July	0.145	0.118	0.133	0.126	0.130
	August	0.151	0.124	0.144	0.151	0.136		August	0.122	0.087	0.122	0.127	0.118
	September	0.118	0.079	0.091	0.109	0.093		September	0.09	0.062	0.079	0.087	0.088
	October	0.081	0.081	0.094	0.095	0.097		October	0.069	0.055	0.081	0.083	0.081
	2024	May	0.048	0.054	0.024	0.033	0.033		May	0.040	0.024	0.024	0.024
June		0.084	0.106	0.098	0.091	0.096		June	0.069	0.076	0.065	0.069	0.065
July		0.12	0.219	0.174	0.17	0.165		July	0.106	0.212	0.149	0.144	0.149
August		0.098	0.168	0.167	0.164	0.161		August	0.088	0.139	0.14	0.14	0.136
September		0.072	0.043	0.05	0.076	0.055		September	0.041	0.027	0.044	0.061	0.044
October		0.050	0.050	0.036	0.036	0.030		October	0.024	0.024	0.024	0.024	0.026

Values shown in red were below the LDL of 0.024 mg/L.

Descriptive Statistics for Sample Location 5

	All Data	2023 & 2024
Median	0.103	0.097
Count	19	12
Confidence Level(80.0%)	0.017	0.021
Lower Confidence Limit (LCL)	0.086	0.076
Upper Confidence Limit (UCL)	0.120	0.117



Alcohol Beverage License
Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ 100
- ☐ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☒ "Class C" Liquor (wine only) \$ 100

Fees	
License Fees	\$ 200
Background Check Fee	\$
Publication Fee	\$ 20 40
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Wild & Precious LLC		
2. Business Trade Name or DBA Wild & Precious Collective		
3. FEIN 85-1149305	4. Wisconsin Seller's Permit Number 456-1030917740-04	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
6. State of Organization WI	7. Date of Organization 05/12/2020	8. Wisconsin DFI Registration Number W074332
9. Premises Address W62 N542 Washington Ave		
10. City Cedarburg	11. State WI	12. Zip Code 53012
13. County Ozaukee	14. Governing Municipality: ☒ City ☐ Town ☐ Village of: Cedarburg	15. Aldermanic District W4/AD4
16. Premises Phone (414) 403-0364	17. Premises Email hello@wildpreciousboutique.c	18. Website wildpreciousboutique.com
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. alcohol will be stored behind the cafe bar in under counter refridgerators and shelves not accessible to customers - a space with tables and chairs will be avialable for customers to enjoy beverages - wine slush machine behind counter with freezing/refridgeration features - this is all in the front main area of the space		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Stone	Opalmaree	Owner	(414) 403-0364

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Stone		First Name Opalmaree		M.I. K
Title Owner		Email opal@wildpreciousboutique.com	Phone (414) 403-0364	
Signature			Date 03/04/25	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk			Date Provisional License Issued (if applicable)

CITY OF CEDARBURG

MEETING DATE: April 15, 2025

ITEM NO: 10.E.

TITLE: Discussion and possible action on proposed change to Pedal Tavern route to include a possible stop at Sierzant

ISSUE SUMMARY: Joe Nowak, owner of Sierzant, is seeking approval from the Council for his establishment to be an optional stop for the Pedal Tavern. This addition to the route would add Portland Road to the current route. Letters were mailed to everyone along the newly proposed additional route and feedback received is included in the Council packet. The addition of Portland Road would not only add Sierzant as a possible stop but also Bozeman's Bar and Rebellion Brewing.

STAFF RECOMMENDATION: n/a

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: n/a

BUDGETARY IMPACT: n/a

ATTACHMENTS: Feedback from residents, original map, new map

INITIATED/REQUESTED BY: Joe Nowak, Sierzant

FOR MORE INFORMATION CONTACT: Jordan Cole, North 48
Tracie Sette

Pedal Tavern feedback

Tracie,

In response to your recent letter regarding 48 North and its Pedal Tavern; I think it would be a great idea if the City of Cedarburg supported Businesses outside of Main street. I am in favor of this petition from Sierzant and Bozemans Bar would also like to be included in this activity. I believe extending business traffic to our other City Bars would be of great benefit to our locals but also our tourists. I have often felt left out as a business owner and member of the Chamber of Commerce due to heavy local advertising to Main street Businesses only. I think the inclusion would bring a greater diversity to what Cedarburg has to offer. Also being located so close to rebellion, it only makes sense. Thanks for your consideration.

Sincerely,

Erik and Rebecca Knuth

Owners of Bozemans Bar City Of Cedarburg

Hello,

We live in the neighborhood directly behind Sierzant. We have heard that they are looking to possibly include their bar as a stop on the pedal tavern route as well as extend their food area for bocce ball and outdoor music. As our house is very close to this location we are extremely concerned about the level of noise this will bring to our area. One of the reasons we bought our house was because of the location and the quietness of the neighborhood. We appreciate Sierzant as a business and have patronized it several times. But we hope that whatever rules apply to it respect the character of the residential neighborhoods surrounding it.

Thank you,

Anna and Daniel Suhr

Pedal Tavern route approved 1-25-2021

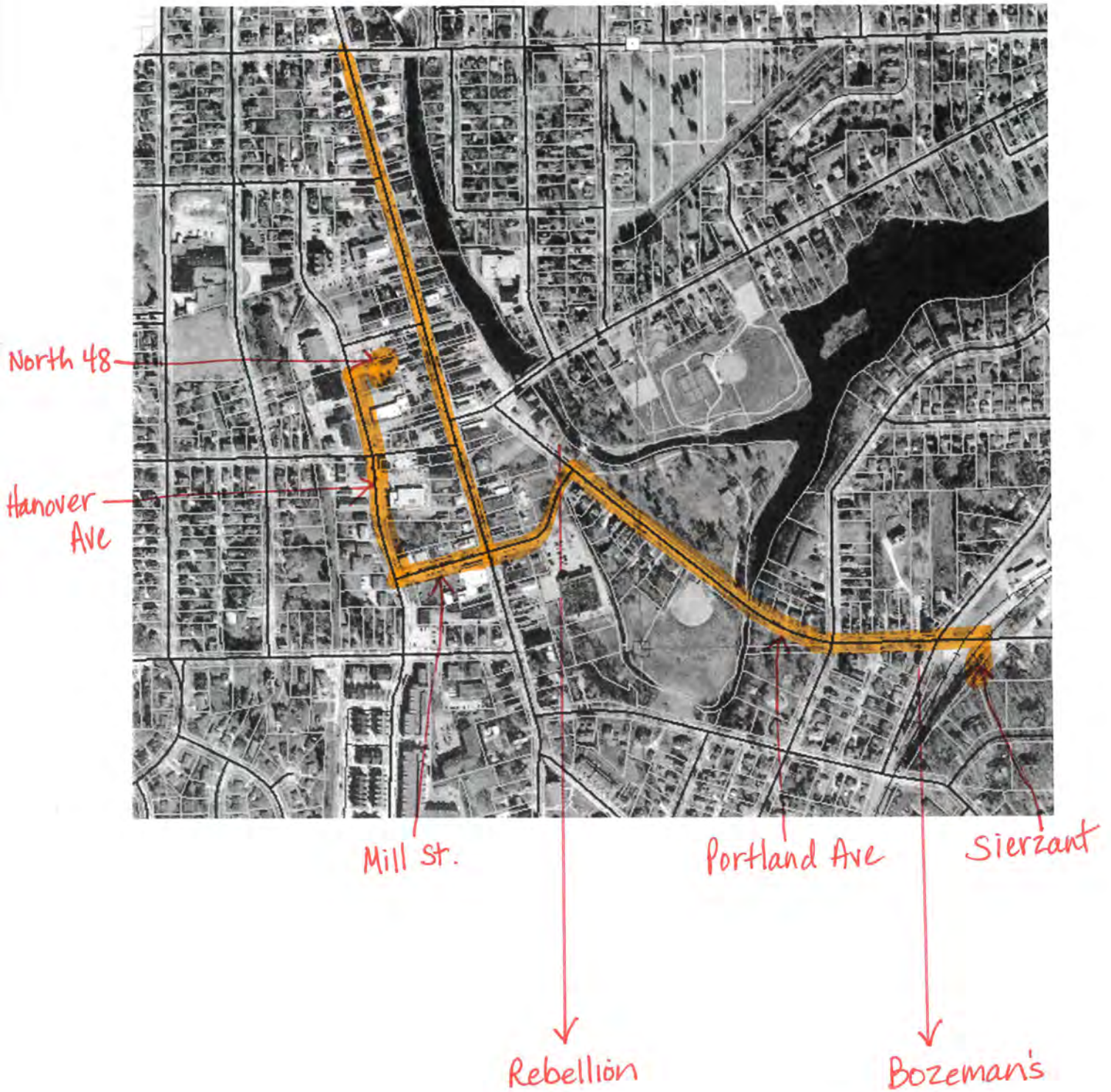


North 48
W62 N599 Washington Avenue
Cedarburg, WI 53012

Location:
Hours of Operation:
Thursday and Friday: 5:00 p.m. - 9:00 p.m.
Saturday: 11:00 a.m. - 9:00 p.m.
Sunday: 11:00 a.m. - 5:00 p.m.
On approved route only.

Licensed Operators:
Jordan Cole

Proposed New Pedal Tavern Route



CITY OF CEDARBURG

MEETING DATE: April 15, 2025

ITEM NO: 10.F.

TITLE: Approval of the First Amendment to City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants

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

Anticipating that a mobile service support structure will soon be coming up for consideration by the Plan Commission in the City's Hwy 60 Business Park in the near future, and considering that the Hwy. 60 Business Park Declaration of Restrictions and Covenants currently limit the height of all improvements, buildings and structures to 45' above grade, the City is taking this proactive step to amend the restrictions, clarifying that mobile service support structures are not intended to be included in this height restriction.

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

STAFF RECOMMENDATION: Approval of the "First Amendment to City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants"

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: On April 7, 2025, the Plan Commission considered and favorably/unanimously recommended that the proposed "First Amendment" be approved by the Common Council.

BUDGETARY IMPACT: n/a

ATTACHMENTS:

- Existing "City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants"
- Proposed "First Amendment to City of Cedarburg Highway 60 Business Park Declaration of Restrictions and Covenants"
- Excerpt of DRAFT minutes/action of the Plan Commission meeting – April 7, 2025

INITIATED/REQUESTED BY: City Planner

FOR MORE INFORMATION CONTACT: Planner Mary Censky, 262-375-7614

	DECLARATION OF RESTRICTIONS AND COVENANTS
Document Number	Title of Document

1104511
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
10/26/2020 08:46 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 9
EXEMPT #:
ELECTRONICALLY RECORDED

Recording Area
Name and Return Address
Michael P. Herbrand
Houseman & Feind, LLP
P. O. Box 104
Grafton, WI 53024

Parcel Identification Number (PIN)

**CITY OF CEDARBURG
HIGHWAY 60 BUSINESS PARK
DECLARATION OF RESTRICTIONS AND COVENANTS
RECITALS**

WHEREAS, the City of Cedarburg ("City") is the sole owner of the Property (as hereinafter defined) located within the City limits, more particularly described in Section 1, herein; and

WHEREAS, the City has determined that it is in the best interests of the City, the prospective owners of the Property, and the City's citizens to provide for controlled development of the Property as a business park; and

WHEREAS, the covenants set forth herein are intended by the City to incorporate portions of the strictest performance standards, as set forth in the Performance Standards in the M-3 Business Park Districts, sections 13-1-169, 13-1-170, 13-1-171, 13-1-172, 13-1-173, 13-1-174, 13-1-175, 13-1-176, and 13-1-177 of the Cedarburg Municipal Code of Ordinances, with an emphasis on aesthetics and high architectural standards;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of the Property or any portion thereof shall do so subject to the following restrictions and covenants, to wit:

SECTION 1 – PROPERTY SUBJECT TO THIS DECLARATION

The following property ("Property") shall be subject to this Declaration:

Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 22; thence South 02° 07' 53" East along the West line of said 1/4 Section a distance of 56.00 feet to a point in the South line of State Trunk Highway 60 and the point of beginning of Property to be described; thence North 87° 14' 38" East along said South line 983.53 feet to a point; thence North 86° 44' 38" East along said South line 344.64 feet to a point in the East line of the West 1/2 of the Northeast 114 of said Section 22; thence South 02° 10' 31" East along said East line 1943.69 feet to a point; thence South 87° 13' 05" West 1329.62 feet to a point in the West line of the Northeast 114 of said Section 22; thence North 02° 07' 53" West along said West line 1941.30 feet to the point of beginning. Containing 2,579,695 square feet or 59.2217 acres.

SECTION 2 - GENERAL PURPOSE

A. PURPOSE: The general purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site on the Property; to protect owners of building sites against such use of surrounding building sites as will detract from the commercial quality of the property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to insure the highest and best commercial development of said Property; to encourage and secure the erection of attractive buildings thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general to provide for a high quality of improvement in said Property, and thereby to preserve and enhance the value of investments made by owners of the building sites.

B. MUNICIPAL CODE: This Declaration shall not abrogate, replace or supersede the City of Cedarburg Municipal Code of Ordinances ("Code"). Any development within the Property shall comply with both this Declaration and the Code. In the event of a conflict between the terms of this Declaration and the Code, the more strict terms of either shall apply.

SECTION 3 – COVENANTS

A. APPROVAL OF BUILDING PLANS: No building, structure or improvement shall be constructed or placed on any lot, nor shall any building, structure or improvement be remodeled or altered, until detailed plans and specifications for such building, structure or improvement or remodeling, alteration or addition thereto, have been reviewed and approved by the City of Cedarburg Plan Commission ("Plan Commission").

B. ARCHITECTURAL STANDARDS: Buildings and structures shall comply with the following standards:

i) Buildings shall be designed by an architect or engineer. All sides, elevations or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment, as determined by the Plan Commission. Building materials shall be selected for their ability to present a visual statement of a building's purpose, attractiveness and permanence. The building materials used shall be harmonious with the general character of other buildings and structures on the Property.

ii) The front, side and rear walls of all buildings shall be faced with brick, decorative masonry, stone, or architecturally-finished (including, without limitation, painted) precast concrete panels or other decorative material approved by the Plan Commission. For the purpose of this architectural standard, light weight or cinder concrete block shall not be considered a decorative masonry material. Exterior gutters and downspouts shall be permitted only along the side and rear of buildings.

Metal siding shall be used only as a minor building component not to exceed twenty-five percent (25%) of exterior wall surface, excluding roofing, in combination with one of the above materials unless there is Plan Commission approval to exceed this amount. The metal panels must be attractive, durable, of an earth tone or compatible color and not merely an inexpensive method of building.

iii) No building, structure or improvement shall be in excess of forty-five (45) feet in height above grade, excluding any utility penthouse.

iv) The architectural standards and design of any accessory buildings shall be consistent with the design and materials of the principal buildings(s).

v) Prefinished metal siding on rear or side walls shall be permitted until all expansions have been completed. At the time of completion, all side and rear walls shall have finished materials as agreed upon by the Plan Commission.

C. SITE DESIGN STANDARDS: Sites shall be designed to comply with the following standards:

i) With the exception of any lot line abutting State Highway 60, no part or portion of any building shall be erected, constructed or extended nearer than forty (40) feet from the front lot line of the subject site. Parking of motor vehicles and storage of materials, products or equipment shall be prohibited at all times within twenty-five (25) feet from the front lot line of the subject site.

ii) With the exception of any lot line abutting State Highway 60, no part or portion of any building shall be erected, constructed or extended nearer than twenty-five (25) feet to any interior side lot line in said property. Side yards on the street side of corner lots shall be a minimum of forty (40) feet and the use and treatment of such street side yard areas shall be in accordance with the provisions of Section 3(C)(i) above.

iii) With the exception of any lot line abutting State Highway 60, no part or portion of any building shall be erected, constructed or extended nearer than twenty-five (25) feet to any rear lot line.

iv) No part or portion of any building shall be erected, constructed or extended nearer than thirty (30) feet from the lot line abutting State Highway 60, regardless of whether or not the area is a front, side or rear lot line.

v) The entire front, side or rear lot line setback area shall be sodded or seeded and suitably landscaped not later than twelve (12) months after occupancy with materials approved by the Plan Commission. The setback landscaping shall include all areas between side lot lines from the front property line to the building face, excepting only such areas as may be required for driveways or walks.

vi) To achieve a park like appearance, site coverage by principal and accessory

buildings, parking areas and driveways shall not exceed seventy percent (70%) of the lot area, and open space shall comprise a minimum of thirty percent (30%) of the lot area including proper setbacks and offsets. All Property landscaped space in the parking lot shall be considered part of the open space requirement.

vii) All trash must be kept in proper containers enclosed by a fence of solid decorative material that will provide a visual screen. Such fence shall be a minimum of six (6) feet in height, and a maximum of 10 feet in height, and shall be painted or otherwise maintained so as to present a good appearance and be in good repair at all times. Planting shall be provided at the base of all fencing where such base is visible from any dedicated or reserved public street. All fencing exceeding 6 feet in height shall require prior approval by the Plan Commission.

viii) All utility lines within said property shall, where feasible, be installed underground in easements provided, therefore.

D. SIGNAGE STANDARDS: Subject to a variance to these standards being granted by the Plan Commission, at its discretion, signs shall be in accord with the following standards:

i) One (1) wall sign may be allowed on the exterior wall of the principal building. The maximum area of such a wall sign shall be one hundred (100) square feet. In a multi-tenant building, each tenant may share a portion of the maximum total of one hundred (100) square feet of wall signage. On a corner lot, each exterior wall facing a public street may share a portion of the maximum total of the one hundred (100) square feet of wall signage.

ii) One (1) ground-mounted sign may be allowed per premises (not including a pole sign or pylon sign). The maximum area of such a ground-mounted sign shall be fifty (50) square feet per side or one hundred (100) square feet for both sides, and the maximum height shall be six (6) feet.

iii) The color and materials used in structural elements of signage (not including the message area) should be consistent with and related to the building façade materials on the site. The colors used in message areas for all signage on a site should be similar or complementary to create a unified and coordinated appearance.

iv) Internally lit signage must be submitted for approval by the plan commission upon submission of building plans.

v) On-premises directional signage may be allowed giving directions to areas such as employee or visitor parking, and shipping or loading zones. The maximum size of each such directional sign shall be two (2) square feet per side or four (4) square feet for both sides.

vi) Temporary construction signs and banners, real estate signs, and election campaign signs shall be permitted in accord with the provisions of the City of Cedarburg Sign Code.

vii) Specifically prohibited signs include billboards, roof signs, pole or pylon signs, and electronic, flashing, or moving signs of any kind.

viii) The City, through the Plan Commission, may grant additional and/or larger signage rights or standards in its discretion, including, without limitation, in the form of a variance to the foregoing signage standards.

E. PARKING STANDARDS: Parking shall be in accord with the following standards:

i) Amount of parking spaces provided shall be in accord with applicable requirements of the City of Cedarburg Zoning Ordinance.

ii) All parking lots, roadways, driveways and loading areas shall be surfaced with either asphalt or concrete within twelve (12) months after occupancy of the site.

iii) Parking lots shall incorporate the following landscaping design standards:

a. Perimeter and interior lot line greenbelt. A perimeter greenbelt of at least five (5) feet in width shall be installed along all interior lot lines. Perimeter edges should be landscaped with a combination of plant material and earth berming whenever possible. Perimeter greenbelt landscaping may be omitted alongside lot lines which have shared driveways with adjacent lots. The omitted area is limited to that portion from the street to the required minimum building setback line or as necessary to accommodate access cuts.

b. Additional interior greenspace. The interior of parking lots shall be provided with landscape areas consisting of at least five percent (5%) of the total surface area intermittently placed throughout the parking area.

c. Location. Interior landscape plantings may be located in protected areas such as along walkways, in center islands, in end islands, or between parking stalls. Perimeter edge screening and berming should be limited in height to allow a line of sight to the buildings and not obstruct sight distance at entry drives. Parking areas located beyond the twenty-five (25) foot setback or offset required from a dedicated or reserved public street shall be screened by berm and/or landscaping.

d. Landscape Materials. Landscape materials may include shrubs, hardy flowering trees and/or decorative evergreen and deciduous trees. New trees shall have a minimum caliper of two inch (2") to two and one-half inches (2 ½") for canopy trees. The area around trees and planting beds shall be planted with shrubs or ground cover and covered with mulch, bark or appropriate landscape stones.

F. LANDSCAPING STANDARDS: The following landscaping standards shall be adhered to for all developments within the business park:

i) All developed areas of any lot not used for building, parking, driveways, or storage shall be landscaped with a combination of grass, trees, shrubs, berms and planted ground covers. Areas of the site held or designated for expansion shall be planted with grass and maintained as specified herein. Parking lots shall be landscaped as indicated above in Section 3(E)(iii). In addition, landscape plantings shall be provided in accord with a landscape plan prepared by the owner and approved by the Plan Commission. Street trees will be provided by the City.

ii) A landscaping plan shall be prepared and submitted for approval by the Plan Commission at the plan review stage. All landscaping shall be installed prior to the occupancy of any building or the end of the first planting season, whichever occurs first. If any landscaping from the approved plan is not completed at the City's occupancy inspection, the owner shall submit a bond or letter of credit to the City in an amount equal to the estimated cost of the uncompleted landscaping as specified in the landscaping plan prior to the City issuing a certificate of occupancy to the owner. The bond will be refunded to the owner or letter of credit released, by the City Building Inspector, or his designee, upon satisfactory installation of all uncompleted landscaping elements as specified in the approved landscaping plan.

iii) It is the owner's responsibility to maintain all landscaping in an attractive and well-trimmed condition at all times. The owner shall also replace any dead or damaged trees or shrubs with a similar species. Any dead or damaged sod shall also be replaced.

iv) All unused Property area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish, refuse, or debris.

SECTION 4 – GENERAL PROVISIONS

A. **TERM:** The restrictions and covenants herein contained shall be deemed to be running with the Property and shall be binding upon all persons, parties and entities having an interest in the Property affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, after which time this Declaration shall be automatically extended for a successive period of five (5) years unless an instrument signed by a majority of Lot Owners has been recorded changing or terminating these restrictions or covenants or reducing the term thereof. For the purpose of calculating votes and determining a majority of Lot Owners under this Declaration of Restrictions and Covenants, each Lot Owner (defined herein as an owner of a parcel of land within the Property, but specifically excluding any outlots) will be allocated votes on a per acre basis (e.g. an owner of 20 acres of the Property – excluding outlots - is entitled to 20 total votes).

B. **ENFORCEMENT OF DECLARATION:**

i). City, any of its individual Alderpersons, Officers, employees, agents or assigns, any owner of real property within the Property, any member of the public, or any

governmental entity of any kind shall have the right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration. Any owner of all or any portion of the Property violating any of the terms, conditions or provisions of this Declaration shall pay all costs, expenses and actual attorney's fees incurred by any prosecuting individual or governmental entity. Neither the City, its individual Alderpersons, Officers, employees, agents or assigns, any owner of real property within the Property, any member of the public, or any governmental entity of any kind shall be subject to any suit or claim for failure to take any action allowed or required herein.

ii). Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances.

C. INVALIDATION: Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

D. GOVERNING LAW: The Laws of the State of Wisconsin shall apply to and be interpreted as to any dispute arising under this document.

E. DIVIDING OR COMBINING LOTS PROHIBITED WITHOUT PLAN COMMISSION CONSENT: No portion of the Property shall be divided or combined during the term of these restrictions and covenants without the prior approval of the Plan Commission.

F. AMENDMENT: Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least seventy-five percent (75%) of the total number of lots comprising the Property. During that period of time that the City owns any undeveloped parcel of land within the Property (not including any outlot for stormwater control), no proposed amendment or termination shall be binding or effective without the prior approval of the Plan Commission and prior written consent of the City.

G. BINDING EFFECT: This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded and shall be effective upon recording in the office of the Register of Deeds for Ozaukee County, Wisconsin. This Declaration shall be binding upon and inure to the benefit of the City and its successors and assigns, and all persons, parties or entities who may hereafter become owner(s) of the Property or any portion thereof, and their legal representatives, heirs, successors and assigns.

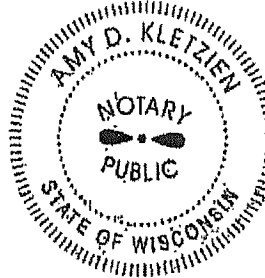
IN WITNESS WHEREOF, the City of Cedarburg has caused these presents to be signed
this 13th date of October, 2020.

CITY OF CEDARBURG

by: *M. J. O'Keefe*
Michael J. O'Keefe, Mayor

Attest: *Tracie Sette*
Tracie Sette, City Clerk

Came before me this 13th day of October, 2020 the above-named Michael J. O'Keefe and Tracie Sette, Mayor, and City Clerk of the City of Cedarburg, and acknowledged the same.



Amy D. Kletzien
Notary Public, State of Wisconsin
My commission: 4/15/23

This instrument was drafted by:
Michael P. Herbrand
Houseman & Feind, LLP
1650 9th Avenue
P.O. Box 104
Grafton, WI 53024
(262) 377-0600
(262) 377-6080 (fax)
mike.herbrand@housemanlaw.com

**First Amendment to
City of Cedarburg Highway 60 Business Park
Declaration of Restrictions and Covenants**

This First Amendment (hereinafter “First Amendment”) to the Declaration of Restrictions and Covenants of the City of Cedarburg Highway 60 Business Park is made and shall be effective as of the date of the latest signature set forth below.

RECITALS

Whereas, in 2020, the City of Cedarburg (“City”), a Wisconsin Municipal Corporation, developed the Highway 60 Business Park (“Business Park”), for the purpose of fostering further industrial and commercial business development within the City, on the property described in detail on **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter the land described on Exhibit A shall be referred to as the “Property”); and

Whereas, pursuant to the creation of the Business Park, the City recorded with the Ozaukee County Register of Deeds Office a Declaration of Restrictions and Covenants against the Property (“Declaration”) which Declaration was recorded on October 26, 2020, at 8:46 am, as Document No. 1104511; and

Whereas, by the terms of the Declaration at Section 4(F), the Declaration may be amended at any time by written document setting forth such amendment, executed by the owners of at least seventy-five percent of the total number of lots comprising the Property; and

Whereas, by the terms of the Declaration at Section 4(A), for the purpose of calculating votes and determining a majority of Lot Owners under the Declaration, each Lot Owner will be allocated votes on a per acre basis, excluding outlots; and

Whereas, the Lot Owners within the Business Park and their respective available votes as of March 1, 2025 are as follows:

Wilo USA LLC Parcel # 13-022-02-001.00 (25.9225 acres)

City of Cedarburg Parcel # 13-022-02-002.00 (5.9220 acres)

City of Cedarburg Parcel # 13-022-02-004.00 (3.0580 acres)

City of Cedarburg Parcel # 13-022-02-007.00 (3.45 acres)

City of Cedarburg Parcel # 13-022-03-004.00 (8.092 acres)

PB&S Holdings LLC – Parcel # 13-022-02-006.00 (4.0669 acres)

Cornerstone CLC Properties LLC – Parcel # 13-022-03-003.00 (2.4930 acres)

Whereas, at least seventy-five percent of the Lot Owners within the Business Park, calculated on a per acre basis pursuant to Section 4(A) of the Declaration, wish to amend the Declaration, as provided in Section 4(F) of the Declaration.

Now, therefore, the Declaration shall be amended as follows:

- A. The following is hereby added to the end of **Section 3.B(iii)**: The foregoing limitation shall not apply to a "mobile service support structure," as that term is defined by Wis. Stat. s. 66.0404(1)(n)(2023-24).
- B. All remaining terms and conditions of the Declaration of Restrictions and Covenants, not inconsistent with the terms and conditions set forth herein, shall remain in full force and effect.

In Witness Whereof, the undersigned have executed this First Amendment as of the date set forth below.

Owner: **WILO USA LLC**



By: Jeff Plaster, CEO/Managing Director

Date: 4/10/25

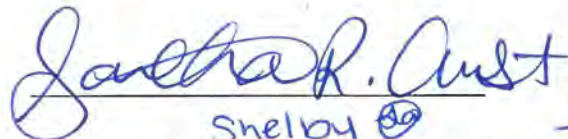
State of Wisconsin)

: SS

County of Ozaukee)

Personally came before me this 10th day of April, 2025, the above-named Jeff Plaster to me known to be the person who executed the foregoing instrument and acknowledged the same.



 
Notary Public, Shelby  TN County, WI TN
My Commission expires: 10/25/2026

Owner: **CITY OF CEDARBURG**

By: Patricia Thome, Mayor

Date: _____

By: Tracie Sette, City Clerk

Date: _____

State of Wisconsin)

: SS

County of Ozaukee)

Personally came before me this ____ day of _____, 2025, the above-named Patricia Thome and Tracie Sette to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI

My Commission expires: _____

Owner: **CORNERSTONE CLC PROPERTIES LLC, a Wisconsin Limited Liability Company**

By: Laura Mortag, Member

Date: _____

By: Emily Hilgendorf, Member

Date: _____

State of Wisconsin)

: SS

County of Ozaukee)

Personally came before me this ____ day of _____, 2025, the above-named Laura Mortag and Emily Hilgendorf to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI

My Commission expires: _____

Owner: **PB&S HOLDINGS, LLC, a Wisconsin Limited Liability Company**

Date: _____

By: Stacy Buening, Manager

State of Wisconsin)

: SS

County of Ozaukee)

Personally came before me this ____ day of _____, 2025, the above-named Stacy Buening to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI

My Commission expires: _____

This Document drafted by:

Michael P. Herbrand, Esq.

Houseman & Feind, LLP

1650 9th Avenue,

Grafton, WI 53024

262-377-0600

Action:

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

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

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

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

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

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

Action:

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

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

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CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
03/28/2025	PWBDD	49639	ACME SPORTS, INC.	EQUIPMENT OUTLAY	500380	522120	1,170.95
03/28/2025	PWBDD	49643*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	28.26
				TELEPHONE/COMMUNICATIONS	500225	522110	103.01
				TELEPHONE/COMMUNICATIONS	500225	533210	28.26
CHECK PWBDD 49643 TOTAL FOR FUND 100:							159.53
03/28/2025	PWBDD	49644*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,334.93
				TELEPHONE/COMMUNICATIONS	500225	522310	140.56
				TELEPHONE/COMMUNICATIONS	500225	522410	116.13
				TELEPHONE/COMMUNICATIONS	500225	533110	77.08
				TELEPHONE/COMMUNICATIONS	500225	533210	140.56
				TELEPHONE/COMMUNICATIONS	500225	555510	103.82
CHECK PWBDD 49644 TOTAL FOR FUND 100:							1,913.08
03/28/2025	PWBDD	49645#	AURORA HEALTH CARE INC	DUE FROM LIGHT & WATER	156200	000000	105.00
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				DUE FROM LIGHT & WATER	156200	000000	105.00
				EAP/125 ADMIN	500161	519200	519.75
				EAP/125 ADMIN	500161	519200	493.50
				EAP/125 ADMIN	500161	519200	504.00
CHECK PWBDD 49645 TOTAL FOR FUND 100:							1,832.25
03/28/2025	PWBDD	49649	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	51.16
03/28/2025	PWBDD	49651	BLAIN'S FARM & FLEET	REPAIR AND MAINTENANCE	500240	555510	76.97
03/28/2025	PWBDD	49656*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	50.00
03/28/2025	PWBDD	49660	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	36.12
03/28/2025	PWBDD	49661	DIESEL LAPTOPS, LLC	MAINTENANCE PARTS	500353	533210	3,295.00
03/28/2025	PWBDD	49665	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	241.81
				MAINTENANCE PARTS	500353	533210	161.25

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND				CHECK PWBDD 49665 TOTAL FOR FUND 100:			403.06
03/28/2025	PWBDD	49666	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	1,375.00
03/28/2025	PWBDD	49669	IBS OF SOUTHEASTERN WISCONSIN	MAINTENANCE PARTS	500353	533210	426.85
03/28/2025	PWBDD	49675	MTAW	PROF PUBLICATIONS AND DUES	500320	515600	60.00
				PROF PUBLICATIONS AND DUES	500320	515600	60.00
				CHECK PWBDD 49675 TOTAL FOR FUND 100:			120.00
03/28/2025	PWBDD	49681#	ONTECH SYSTEMS, INC	EQUIPMENT/SOFTWARE	500380	514700	780.00
				ATTORNEY/CONSULTANT	500212	522110	1,066.80
				CHECK PWBDD 49681 TOTAL FOR FUND 100:			1,846.80
03/28/2025	PWBDD	49683	PACE SYSTEMS, INC	REPAIR AND MAINTENANCE	500240	522110	1,840.00
03/28/2025	PWBDD	49686	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	1,040.00
				UNIFORMS	500346	522120	124.12
				CHECK PWBDD 49686 TOTAL FOR FUND 100:			1,164.12
03/28/2025	PWBDD	49687	REINDERS, INC.	SUPPLIES AND EXPENSES	500347	555220	4,273.55
03/28/2025	PWBDD	49690	SEILER INSTRUMENT & MFG	MAINT/CONTRACTED SERVICES	500290	555510	1,155.98
03/28/2025	PWBDD	49691	SHERWIN INDUSTRIES, INC.	ROAD SAVER 221	500240	533311	7,523.10
				MASTIC	500240	533311	1,501.50
				CHECK PWBDD 49691 TOTAL FOR FUND 100:			9,024.60
03/28/2025	PWBDD	49692	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	533210	257.52
03/28/2025	PWBDD	49695#	UNIFIRST CORPORATION	REPAIR AND MAINTENANCE	500240	518100	218.22
				MAINTENANCE SUPPLIES	500340	522100	107.50
				OPERATING SUPPLIES	500350	533210	79.78
				CHECK PWBDD 49695 TOTAL FOR FUND 100:			405.50
03/28/2025	PWBDD	49697*#	WE ENERGIES	NATURAL GAS-0713912926-00006	500224	518100	984.12

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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				NATURAL GAS	500224	518100	886.95
				NATURAL GAS-0713912926-00011	500224	518100	757.65
				NATURAL GAS-0711276804-00002	500224	522100	1,335.18
				NATURAL GAS-0711276804-00001	500224	522100	15.38
				NATURAL GAS-0713912926-00004	500224	522410	190.60
				NATURAL GAS-0713912926-00009	500224	533210	2,082.45
				NATURAL GAS-0719886467-00001	500224	555510	255.72
				NATURAL GAS	500224	555510	202.36
				CHECK PWBDD 49697 TOTAL FOR FUND 100:			6,710.41
03/28/2025	PWBDD	49698	WISCONSIN HUMANE SOCIETY	ANIMAL POUND	500213	522110	22.50
04/04/2025	PWBDD	49702	BAKER TILLY US, LLP	PROFESSIONAL SERVICES	500210	515900	50,683.50
04/04/2025	PWBDD	49703*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	555510	25.63
				REPAIR AND MAINTENANCE	500240	555510	3.51
				CHECK PWBDD 49703 TOTAL FOR FUND 100:			29.14
04/04/2025	PWBDD	49704	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	458.88
04/04/2025	PWBDD	49706	BSN SPORTS LLC	OTHER EXPENSES	500390	555140	296.83
04/04/2025	PWBDD	49707	CATALIS TAX & CAMA, INC	PROFESSIONAL SERVICES	500210	515400	7,150.00
04/04/2025	PWBDD	49708	CEDARBURG CHAMBER OF COMMERCE	OTHER EXPENSES	500390	555220	7,000.00
04/04/2025	PWBDD	49709	CEDARBURG LIGHT & WATER	DUE TO L&W IMPACT FEES	256201	000000	17,010.31
04/04/2025	PWBDD	49711	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	584.00
04/04/2025	PWBDD	49714	CONLEY MEDIA, LLC	OPERATING SUPPLIES	500350	533210	138.00
04/04/2025	PWBDD	49716	DIANE REDMAN	PROFESSIONAL SERVICES - 1ST QTR QIGONG	500210	555140	100.00
04/04/2025	PWBDD	49717	DIGITAL EDGE OF WISCONSIN LLC	PRINTING-NEWSLETTERS, ETC	500313	522110	287.00
				PRINTING-NEWSLETTERS, ETC	500313	522110	119.00
				CHECK PWBDD 49717 TOTAL FOR FUND 100:			406.00
04/04/2025	PWBDD	49719	ELIZABETH ROLLAND	PROFESSIONAL SERVICES -MARCH TAI CHI	500210	555140	450.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				PROFESSIONAL SERVICES - MARCH CHAIR	500210	555140	50.00
				CHECK PWBDD 49719 TOTAL FOR FUND 100:			<u>500.00</u>
04/04/2025	PWBDD	49721	EXCEL DISPOSAL OF WISCONSIN LLC	PUBLIC WORKS FEES	463101	000000	361.74
04/04/2025	PWBDD	49722	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	82.08
04/04/2025	PWBDD	49723	FORESTRY SUPPLIERS	REPAIR AND MAINTENANCE	500240	555510	129.95
04/04/2025	PWBDD	49724	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	1,950.00
				MAINT/CONTRACTED SERVICES	500290	555510	900.00
				CHECK PWBDD 49724 TOTAL FOR FUND 100:			<u>2,850.00</u>
04/04/2025	PWBDD	49725	JACQUELINE E.W.JANZ	PROFESSIONAL SERVICES - MARCH MINDFUL	500210	555140	56.00
04/04/2025	PWBDD	49727	JFTCO, INC	MAINTENANCE PARTS	500353	533210	16.32
04/04/2025	PWBDD	49728	MACQUEEN EQUIPMENT	MAINTENANCE PARTS	500353	533210	100.00
04/04/2025	PWBDD	49733	ODP BUSINESS SOLUTIONS,LLC	OFFICE SUPPLIES	500310	522110	89.09
				OFFICE SUPPLIES	500310	522110	16.16
				OFFICE SUPPLIES	500310	522110	28.18
				OFFICE SUPPLIES	500310	522110	64.17
				CHECK PWBDD 49733 TOTAL FOR FUND 100:			<u>197.60</u>
04/04/2025	PWBDD	49735	OZAUKEE COUNTY ECONOMIC	DUE FROM LIGHT & WATER	156200	000000	1,500.00
04/04/2025	PWBDD	49736	OZAUKEE COUNTY HIGHWAY DEPT	SNOW AND ICE MATERIALS	500450	533450	720.08
04/04/2025	PWBDD	49738	QUALITY STATE OIL CO.,INC.	FUEL INVENTORY	161500	000000	3,524.01
				FUEL INVENTORY	161500	000000	4,724.18
				CHECK PWBDD 49738 TOTAL FOR FUND 100:			<u>8,248.19</u>
04/04/2025	PWBDD	49740	RACHEL DRAYNA	PUBLIC WORKS FEES	463101	000000	25.00
04/04/2025	PWBDD	49741	RAY O'HERRON CO., INC.	UNIFORMS	500346	522120	105.94
04/04/2025	PWBDD	49742	RICOH USA, INC.	REPAIR AND MAINTENANCE	500240	522110	920.19
04/04/2025	PWBDD	49746	SHERWIN WILLIAMS CO.	SIGNS	500363	533311	68.90

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Fund: 100 GENERAL FUND							
04/04/2025	PWBDD	49748	STUMP GRINDING 4 LESS, LLC	MAINT/CONTRACTED SERVICES	500290	555510	4,395.61
04/04/2025	PWBDD	49749	SUPERIOR CHEMICAL LLC	OPERATING SUPPLIES	500350	533210	203.52
04/04/2025	PWBDD	49750	TAKAKO WILLDEN	PROFESSIONAL SERVICES - MARCH YOGA 3	500210	555140	150.00
04/04/2025	PWBDD	49751	TAPCO, INC	SIGNS	500363	533311	773.00
04/04/2025	PWBDD	49752	TK ELEVATOR CORPORATION	REPAIR AND MAINTENANCE	500240	518100	282.52
04/04/2025	PWBDD	49753*#	U.S. CELLULAR		500225	513200	94.59
				TELEPHONE/COMMUNICATIONS	500225	555510	36.55
				CHECK PWBDD 49753 TOTAL FOR FUND 100:			131.14
04/04/2025	PWBDD	49756	VILLAGE OF FOX POINT	OPERATING SUPPLIES	500350	533210	450.00
Total for fund 100 GENERAL FUND							143,735.39
Fund: 200 CEMETERY FUND							
03/28/2025	PWBDD	49694	ULRICH RUPNOW	CEMETERY PROPERTY SALES	465500	000000	450.00
Total for fund 200 CEMETERY FUND							450.00
Fund: 220 RECREATION PROGRAMS FUND							
03/28/2025	PWBDD	49652	CEDARBURG CHAMBER OF COMMERCE	SUPPLIES AND EXPENSES	500347	555390	250.00
03/28/2025	PWBDD	49653	CEDARBURG CULTURAL CENTER	POMS EXPENSES	500394	555390	300.04
03/28/2025	PWBDD	49654	CEDARBURG PERFORMING ARTS CENTER	POMS EXPENSES	500394	555390	845.00
03/28/2025	PWBDD	49655	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	2,520.00
				SCHOOL DISTRICT FEES	500228	555390	1,380.00
				SCHOOL DISTRICT FEES	500228	555390	1,860.00
				SCHOOL DISTRICT FEES	500228	555390	840.00
				CHECK PWBDD 49655 TOTAL FOR FUND 220:			6,600.00
03/28/2025	PWBDD	49673	KRYSTAL GROTH	SUMMER SOCCER	467329	000000	55.00
04/04/2025	PWBDD	49705	BRIDGIE PHOA	MISCELLANEOUS REVENUE	486000	000000	540.00
04/04/2025	PWBDD	49710	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	11,070.00
04/04/2025	PWBDD	49713	COMPUTER EXPLORERS	MAINT/CONTRACTED SERVICES	500290	555390	1,080.00

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Fund: 220 RECREATION PROGRAMS FUND							
04/04/2025	PWBDD	49743	ROBIN KUZU	SUMMER/WINTER REC FEES	467310	000000	65.00
04/04/2025	PWBDD	49744	SHANNON BRAUN	SUMMER SOCCER	467329	000000	55.00
04/04/2025	PWBDD	49757	WISCONSIN SCHOLASTIC CHESS	MAINT/CONTRACTED SERVICES	500290	555390	819.00
Total for fund 220 RECREATION PROGRAMS FUND							21,679.04
Fund: 231 AMERICAN RESCUE PLAN ACT							
03/28/2025	PWBDD	49663	EHLERS AND ASSOCIATES	GRANT EXPENDITURES	500331	566721	15,000.00
Total for fund 231 AMERICAN RESCUE PLAN ACT							15,000.00
Fund: 240 SWIMMING POOL FUND							
03/28/2025	PWBDD	49638	ABLE DISTRIBUTING	MAINTENANCE SUPPLIES	500340	555320	741.80
03/28/2025	PWBDD	49697*#	WE ENERGIES	NATURAL GAS-0716746085-00001	500224	555320	9.57
				NATURAL GAS-0719900042-00001	500224	555320	24.65
				CHECK PWBDD 49697 TOTAL FOR FUND 240:			34.22
04/04/2025	PWBDD	49755	VILLAGE OF GRAFTON	OTHER EXPENSES	500390	555320	108.98
Total for fund 240 SWIMMING POOL FUND							885.00
Fund: 260 LIBRARY FUND							
03/28/2025	PWBDD	49643*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	28.23
03/28/2025	PWBDD	49646	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	74.55
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	430.66
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	354.41
				DONATION EXPENDITURES	500322	555110	16.00
				CHECK PWBDD 49646 TOTAL FOR FUND 260:			875.62
03/28/2025	PWBDD	49668	HVA PRODUCTS, INC	MAINT/CONTRACTED SERVICES	500290	555110	1,375.00
03/28/2025	PWBDD	49674	MONARCH LIBRARY SYSTEM	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	528.00
03/28/2025	PWBDD	49677	NASSCO, INC.	OPERATING SUPPLIES	500350	555110	621.93
03/28/2025	PWBDD	49680*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	54.58
03/28/2025	PWBDD	49696	VISUAL IMAGE PHOTOGRAPHY, INC.	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	530.00

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Fund: 260 LIBRARY FUND							
03/28/2025	PWBDD	49697*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	1,455.09
04/04/2025	PWBDD	49701	AURORA HEALTH CARE	EMPLOYMENT EXPENSES	500395	555110	50.00
04/04/2025	PWBDD	49726	JAMES IMAGING SYSTEMS, INC.	COMPUTER/COPIER SUPPLIES	500312	555110	496.91
Total for fund 260 LIBRARY FUND							6,015.36
Fund: 270 FIRE DEPT & EMS							
03/28/2025	PWBDD	49641	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	854.12
				EMS SUPPLIES AND EXPENSES	500347	522500	305.17
CHECK PWBDD 49641 TOTAL FOR FUND 270:							1,159.29
03/28/2025	PWBDD	49643*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	522500	28.26
03/28/2025	PWBDD	49644*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	637.01
03/28/2025	PWBDD	49647	BATZNER PEST CONTROL	OPERATING SUPPLIES	500350	522500	71.39
03/28/2025	PWBDD	49648	BEST HEATING & AIR CONDITION	OPERATING SUPPLIES	500350	522500	475.00
03/28/2025	PWBDD	49650	BILL HINTZ	OPERATING SUPPLIES	500350	522500	100.00
				OPERATING SUPPLIES	500350	522500	400.00
CHECK PWBDD 49650 TOTAL FOR FUND 270:							500.00
03/28/2025	PWBDD	49656*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	357.12
03/28/2025	PWBDD	49657	CHRIS NAAS	OPERATING SUPPLIES	500350	522500	100.00
03/28/2025	PWBDD	49659	CKC GRAPHICS & SIGNS	OPERATING SUPPLIES	500350	522500	135.00
03/28/2025	PWBDD	49662	DUSTIN HALYBURTON	OPERATING SUPPLIES	500350	522500	75.00
03/28/2025	PWBDD	49664	EMS MANAGEMENT & CONSULTANTS	PROFESSIONAL SERVICES	500210	522500	3,339.46
03/28/2025	PWBDD	49667	GUTHRIE & FREY	OPERATING SUPPLIES	500350	522500	83.40
03/28/2025	PWBDD	49670	JEFFREY BOERNER	OPERATING SUPPLIES	500350	522500	500.00

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Fund: 270 FIRE DEPT & EMS							
03/28/2025	PWBDD	49671	JOEL BUBLITZ	OPERATING SUPPLIES	500350	522500	250.00
03/28/2025	PWBDD	49672	KRIS MATHIAS	OPERATING SUPPLIES	500350	522500	100.00
03/28/2025	PWBDD	49676	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	16.60
03/28/2025	PWBDD	49678	NICK JANOUS	OPERATING SUPPLIES	500350	522500	50.00
03/28/2025	PWBDD	49679	NICK LESSELYOUNG	OPERATING SUPPLIES	500350	522500	100.00
03/28/2025	PWBDD	49680*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	40.88
03/28/2025	PWBDD	49684	PENFLEX ACTUARIAL SERVICES, LLC	PROFESSIONAL SERVICES	500210	522500	2,043.00
03/28/2025	PWBDD	49688	RICH VAN DINTER	OPERATING SUPPLIES	500350	522500	500.00
03/28/2025	PWBDD	49693	TOMASO'S	OPERATING SUPPLIES	500350	522500	163.50
03/28/2025	PWBDD	49697*#	WE ENERGIES	NATURAL GAS	500224	522500	822.41
				NATURAL GAS	500224	522500	1,389.25
				CHECK PWBDD 49697 TOTAL FOR FUND 270:			2,211.66
03/28/2025	PWBDD	49699	ZOLL MEDICAL CORPORATION	EMS SUPPLIES AND EXPENSES	500347	522500	561.75
04/04/2025	PWBDD	49715	DASH MEDICAL GLOVES	EMS SUPPLIES AND EXPENSES	500347	522500	102.00
04/04/2025	PWBDD	49718	EGELHOFF LAWNMOWER SERVICE	FIREFIGHTING EQUIPMENT	500380	522500	16.40
04/04/2025	PWBDD	49720	EMR, LLC	REPAIR AND MAINTENANCE	500240	522500	686.65
04/04/2025	PWBDD	49729	MASIMO AMERICAS, INC.	EMS SUPPLIES AND EXPENSES	500347	522500	249.00
04/04/2025	PWBDD	49730	MISS MOLLY'S CATERING	OPERATING SUPPLIES	500350	522500	6,259.29
04/04/2025	PWBDD	49753*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	522500	15.45
				Total for fund 270 FIRE DEPT & EMS			20,827.11
Fund: 400 CAPITAL IMPROVEMENTS FUND							
03/28/2025	PWBDD	49640	AECOM TECHNICAL SERVICES INC	NR216 COMPLIANCE	500472	533440	1,908.03
03/28/2025	PWBDD	49642	ANCHOR INDUSTRIES INC	ITEM# 8631140C FUNBRELLA CLASSIC	500861	555510	5,479.65

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Fund: 400 CAPITAL IMPROVEMENTS FUND							
				ITEM# 1610 FUNBRELLA/ SHARK	500861	555510	9,384.66
				ITEM# 8631320 FUNBRELLA GROUND SLEEVE	500861	555510	852.93
				SHIPPING & HANDLING	500861	555510	527.00
				CHECK PWBDD 49642 TOTAL FOR FUND 400:			16,244.24
03/28/2025	PWBDD	49685	RAMBOLL AMERICAS ENGINEERING	PROCHNOW	500841	533750	529.28
04/04/2025	PWBDD	49700	ANCHOR INDUSTRIES INC	ITEM# 8631320 FUNBRELLA GROUND SLEEVE	500861	555510	762.00
04/04/2025	PWBDD	49739*#	R.A. SMITH NATIONAL	DUE FROM LIGHT & WATER	156200	000000	615.00
				DUE FROM LIGHT & WATER	156200	000000	6,234.61
				STREET IMPROVEMENTS	500854	533311	1,200.00
				STREET IMPROVEMENTS	500854	533311	10,476.01
				STORMWATER IMPROVEMENTS	500475	533440	540.00
				STORMWATER IMPROVEMENTS	500475	533440	2,364.05
				CHECK PWBDD 49739 TOTAL FOR FUND 400:			21,429.67
04/04/2025	PWBDD	49745	SHERWIN INDUSTRIES, INC.	EQUIP REPLACEMENT	500880	533210	31,774.50
04/04/2025	PWBDD	49747	SOUTHEASTERN WISCONSIN WATERSHEDS	NR216 COMPLIANCE	500472	533440	3,800.00
				Total for fund 400 CAPITAL IMPROVEMENTS FUND			76,447.72
Fund: 601 WATER RECYCLING CENTER							
03/28/2025	PWBDD	49643*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	28.26
03/28/2025	PWBDD	49644*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	99.52
03/28/2025	PWBDD	49658	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	140.39
03/28/2025	PWBDD	49682	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
03/28/2025	PWBDD	49689	RUEKERT-MIELKE, INC.	PROFESSIONAL SERVICES	500210	573850	1,324.90
03/28/2025	PWBDD	49697*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	16.62
				NATURAL GAS-0712590709-00001	500224	573825	501.61
				NATURAL GAS-0713182701-00001	500224	573825	286.80
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	16.76
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	15.12

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Fund: 601 WATER RECYCLING CENTER							
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	56.78
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	18.84
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	10.62
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	9.16
				CHECK PWBDD 49697 TOTAL FOR FUND 601:			932.31
04/04/2025	PWBDD	49703*#	BEYER'S HARDWARE	LAB SUPPLIES	500370	573825	3.01
				MAINTENANCE SUPPLIES	500340	573830	3.55
				MAINTENANCE SUPPLIES	500340	573830	6.61
				MAINTENANCE SUPPLIES	500340	573830	(10.15)
				CHECK PWBDD 49703 TOTAL FOR FUND 601:			3.02
04/04/2025	PWBDD	49712	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	140.39
04/04/2025	PWBDD	49731	MULCAHY SHAW WATER, INC.	MAINTENANCE SUPPLIES	500340	573830	120.75
04/04/2025	PWBDD	49732	NORTH CENTRAL LABORATORIES	SL-20P FLOOR MODEL BOD INCUBATOR	500990	573855	6,661.22
04/04/2025	PWBDD	49734	OLSEN'S PIGGLY WIGGLY	LAB SUPPLIES	500370	573825	37.53
04/04/2025	PWBDD	49737	PACE ANALYTICAL SERVICES, LLC	LAB SUPPLIES	500370	573825	100.00
04/04/2025	PWBDD	49739*#	R.A. SMITH NATIONAL	COLLECTION MAINS AND ACCESS.	184313	000000	645.00
				COLLECTION MAINS AND ACCESS.	184313	000000	4,102.33
				CHECK PWBDD 49739 TOTAL FOR FUND 601:			4,747.33
04/04/2025	PWBDD	49753*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	573825	52.25
04/04/2025	PWBDD	49754	USA BLUEBOOK	MAINTENANCE SUPPLIES	500340	573830	245.20
				Total for fund 601 WATER RECYCLING CENTER			16,158.07
			TOTAL - ALL FUNDS				301,197.69

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CITY OF CEDARBURG
TRANSFER LIST
4/1/25-4/4/25

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
4/1/2025	\$72.92	Windriver-credit card fees
4/1/2025	\$3,394.02	Delta Dental-April dental & vision premiums
4/1/2025	\$1,002.00	Aflac-March premiums
4/1/2025	\$14,138.30	Southgate Leasing-vehicle leases
4/3/2025	\$252,000.00	PWSB Payroll
4/3/2025	\$984.50	Mission Square-contributions for 3/16/25-3/29/25
4/3/2025	\$5,060.00	North Shore Bank-contributions for 3/16/25-3/29/25
4/3/2025	\$622.11	State of Wisconsin-child support for 3/16/25-3/29/25
4/3/2025	\$981.88	Wis Deferred Comp-contributions for 3/16/25-3/29/25
4/3/2025	\$550.00	Police Association-dues for 3/16/25-3/29/25
4/3/2025	\$2,611.49	Minnesota Life-May premiums
4/3/2025	\$500,000.00	PWSB Tax Account
4/4/2025	\$158,061.98	ETF-May health insurance premiums
	<u>\$939,479.20</u>	

PWSB PAYROLL CHECKING ACCOUNT

4/4/2025	\$177,707.11	Payroll for 3/16/25-3/29/25
4/4/2025	<u>\$74,520.75</u>	Payroll taxes for 3/16/25-3/29/25
	\$252,227.86	

PWSB TAX ACCOUNT

4/3/2025	\$55,358.47	Ozaukee County-Lottery credit settlement
4/3/2025	\$287,141.43	Cedarburg School District-Lottery credit settlement
4/3/2025	\$571.47	M-T School District-Lottery credit settlement
4/3/2025	<u>\$35,422.92</u>	MATC-Lottery credit settlement
	\$378,494.29	



City of Cedarburg

City Administrator's Report

April 7, 2025

Department News

The following information is provided to keep the Common Council and staff informed on some of the activities and events of the City. Points of clarification may be addressed during the City Administrator's Report portion of the agenda; however, if discussion of any of these items is necessary, placement on a future Council agenda should be directed.

Clerk — The April Election resulted in a 70% turnout with 44% voting early. The next project to be completed is implementation of the new agenda/minutes software.

Engineering— The Street and Utility project begins with Evergreen Blvd and will continue to Jackson Street and Hilgen Avenue. Work will be done to create additional parking at the soccer fields off Layton Street. The stone wall on Highland Road has been straightened. The design contract of the South Washington Reconstruction project was awarded to M-Squared Engineering. A proposal has been received to perform 8 soil borings on South Washington Avenue in the east northbound lane.

Planning Department— The April 7th Plan Commission meeting topics were discussed. Work continues on the Comprehensive Plan.

Treasurer— Treasurer/Finance Director Kelly Livingston is on vacation this week.

Building Inspection—One 2-family building is left in the Fox Run Development to receive an occupancy permit. The first set of building permits for the Stone Lake Development has been issued. Grave exploration will begin at the cemetery house on Hamilton Road.

Senior Center— Approximately 20 participants signed up for the Stepping-On program. The Teddy Bear program is a new program in collaboration with the Library.

Light & Water— The Lead Service Replacement Project is underway. The recycling program may be expanding to include bill credits for taking items to alternate recycling facilities.

Water Recycling Center— Installation on the actuator gate for the flow monitoring on the oxidation ditch began. Actual bearing train replacement on the ditch will take place at a later date.

Administrator—Administrator Hilvo met with Senator Habush-Sinykin to discuss the current State budget and other topics at the State level that may have an affect on Cedarburg.

Respectfully submitted,

Mikko Hilvo
City Administrator



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, _____, Mayor of the City of _____, do hereby proclaim _____ as

Arbor Day

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____
Mayor _____