



**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
TUESDAY, APRIL 21, 2026 – 7:00 PM**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Tuesday, April 21, 2026 at 7:00 PM. The meeting will be held in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting can be viewed via the City's YouTube channel: www.youtube.com/@cityofcedarburgwi8412

AGENDA

1. CALL TO ORDER

2. ROLL CALL

A. Mayor Patricia Thome, Council Members Melissa Bitter, Jim Fitzpatrick, Andrew Mammen, Amanda Didier, Robert Simpson, Kristian Lindo, Mark Mueller

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

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. Written public comment regarding agenda or non-agenda items may be submitted to cityhall@cityofcedarburg.wi.gov by noon on the day of the meeting for distribution to the Common Council.

7. OATHS OF OFFICE

A. 1st Aldermanic District - Melissa Bitter
3rd Aldermanic District - Andrew Mammen
4th Aldermanic District - Amanda Didier
5th Aldermanic District - Robert Simpson
7th Aldermanic District - Mark Mueller

8. ELECTIONS

A. Common Council President
B. Common Council Representative to the Plan Commission

9. NEW BUSINESS

- A. Discussion and possible action to authorize issuance of a 6-month Class “B” Beer License to Cedars III LLC, Michael Kowalkowski, Agent, for Cedars III – Concession Stand, N52 W5925 Portland Road from May 01, 2026 to October 31, 2026
- B. Discussion and possible action on the development agreement for Quarry Park Subdivision

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report - None

11. COMMUNICATIONS

- A. Comments and suggestions from Council Members
- B. Mayor's Report

12. 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.

** 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.

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

CITY OF CEDARBURG

MEETING DATE: April 21, 2026

ITEM NO: A.

TITLE:

Discussion and possible action to authorize issuance of a 6-month Class “B” Beer License to Cedars III LLC, Michael Kowalkowski, Agent, for Cedars III – Concession Stand, N52 W5925 Portland Road from May 01, 2026 to October 31, 2026

ISSUE SUMMARY:

Annual Behling Field Concession Stand License renewal

STAFF RECOMMENDATION:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. Cedars AB200 CC Packet - redacted

INITIATED/REQUESTED BY:

FOR MORE INFORMATION CONTACT:

Form
AB-200

Alcohol Beverage License
Application

For Municipal Use Only	
Municipality	City of Cedarburg
License Period	

Application Type (check one)

Initial (New) Renewal

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

Class "A" Beer \$ _____ Class "B" Beer \$ 50.00
 "Class A" Liquor \$ _____ Regular "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____ Above-Quota "Class B" Liquor \$ _____

Fees	
License Fee(s)	\$ <u>50.00</u>
Background Check Fee	\$
Publication Fee	\$ <u>20.00</u>
Total Fees	\$ <u>70.00</u>

Not in full
 OK TH
 4/29/10

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>CEDARS III LLC</u>		
2. Business Trade Name or DBA <u>CEDARS III</u>		
3. FEIN <u>27-2129324</u>	4. Wisconsin Seller's Permit Number <u>456-10271006-08-03</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.		
7. State of Organization <u>WISCONSIN</u>	8. Date of Organization <u>7/1/10</u>	9. Wisconsin DFI Registration Number <u>CO76461</u>
10. Premises Address <u>W53 N404 FALL LANE</u>		
11. City <u>CEDARBURG</u>	12. State <u>WI</u>	13. Zip Code <u>53014</u>
14. County <u>DZAUCEE</u>	15. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>CEDARBURG</u>	16. Alderman District
17. Premises Phone [REDACTED]	18. Premises Email [REDACTED]	19. Website <u>CEDARS III.COM</u>
20. Premises Description Initial (New Applicants Only): 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. Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. <input type="checkbox"/> <u>BETHUNE FIELD</u> <u>CEDARS III CONCESSION - INSIDE EXISTING CONCESSION STAND & STORAGE</u> <u>AREA ACROSS THE STREET FROM BETHUNE FIELD</u>		
21. Mailing Address (if different from premises address) <u>N52 W5925 PORTLAND ROAD</u>		
22. City <u>CEDARBURG</u>	23. State <u>WI</u>	24. Zip Code <u>53014</u>

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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. Yes No
 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 wholesaler? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No
 5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No
 6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

(For corporations, limited liability companies, and nonprofit organizations only) I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

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 <i>Kowalkowski</i>		First Name <i>MICHAEL</i>		M.I. <i>F</i>
Title <i>AGENT</i>	Email [REDACTED]		Phone [REDACTED]	
Signature <i>[Signature]</i>			Date <i>4/6/26</i>	

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 21, 2026

ITEM NO: B.

TITLE:

Discussion and possible action on the development agreement for Quarry Park Subdivision

ISSUE SUMMARY:

The Glen at Quarry Park LLC is moving forward with the Quarry Park Subdivision. Quarry Park consists of 24 single-family residential lots. The Development Agreement addresses the following items:

- Requires the developer at their expense to construct all improvements for the subdivision including grading, sanitary sewer, water main, storm sewer, stormwater management, curb & gutter, sidewalks, street improvements, street lamps, signs, street trees, landscaping, and private utilities.
- Identifies completion dates for the development.
- Identifies the work that must be completed to obtain building permits and occupancy permits.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

N/A

BUDGETARY IMPACT:

None

ATTACHMENTS:

1. 4.13.26 FINAL DEVELOPMENT AGREEMENT - The Glen at Quarry Park

INITIATED/REQUESTED BY:

Mike Wieser

FOR MORE INFORMATION CONTACT:

Mike Wieser, Engineer/Public Works Director

DEVELOPMENT AGREEMENT

Quarry Park Cedarburg, Wisconsin

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the ____ day of April, 2026, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the “City”), and The Glen at Quarry Park, LLC (the “Developer”).

RECITATIONS

- 0.1 The Developer owns the Properties (as hereinafter defined); The tax Key number of the properties is provided in Exhibit A.
- 0.2 The Developer desires to subdivide and develop the Property as the Subdivision known as “Quarry Park” (as hereinafter defined); containing 24 single-family residential lots.
- 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) Provision 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 Sections 14-1-50 and 14-1-51 of the Code of Ordinances of the City (the “Code”) require that the Developer enter into this Agreement to establish that the Developer will pay the cost of Improvements, engineering services, and fees for the Subdivision;

0.5 The City has caused engineering, planning, and design services to be performed in preparation for construction of certain Improvements for the Subdivision and will cause additional such services to be performed as various phases of the Subdivision are developed; and

0.6 The Developer intends to contract for installation of certain other Improvements for the Subdivision.

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

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 in the Final Plat 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 Final Plat by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01, or otherwise).

1.03 “Final Plat” means the plat to be presented to the City and other authorities having jurisdiction thereof, for final approval.. For purposes of this Agreement, this Final Plat is comprised of Lots numbered 1 through 24, inclusive, and also those roadway areas adjacent to the above-mentioned Lots. A true and complete copy of this Final Plat is attached hereto as Exhibit “A” and is incorporated herein by reference. The Final Plat will be approved at a later date.

1.04 “Improvement, Grading and Landscape Plans” means the improvement, grading and landscape plans prepared by Trio Engineering with last revision dated _____ submitted with the Final Plat as approved by the City, along with any approved amendments or supplements.

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

1.06 “Lot” means a distinct parcel of Property within the Final Plat that is depicted by a Lot Number.

1.07 “Property” means all the real property as depicted and described on the Exhibit “A” Final Plat.

1.08 “Subdivision” means, at any time, Fairway Village Subdivision, a subdivision of the City, as depicted on the Final Plat.

1.09 “Subdivision Regulations” means Title 14, Chapter 1 of the Code.

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 mortgages for the purpose of developing the Subdivision, 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 Improvements Contract. 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.

3.03 Subdivision Regulations. The Developer has examined Articles F, Required Improvements, and G, Design Standards, of the Subdivision Regulations and is familiar with the requirements set forth therein.

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 Deed Restriction. The Developer shall include language on deeds or in a separate Deed Restrictions Agreement that specifies that Lots 1 through 24 Lot Owners have shared responsibility for maintenance of the storm water ponds located on Outlot 2, along with the perimeter

landscaping, sidewalks, and grass terrace area adjacent to it and the landscaping, sidewalks, and grass areas located on Outlot 1.

4.02 Construction Duties of the Developer. The Developer shall construct the Subdivision Improvements in one phase and pay all costs associated, pursuant to the applicable Contract Documents, Improvement, Grading and Landscape Plans and the respective sections of the Subdivision Regulations, as follows:

- (a) Lot Grading. Grade all Lots, pursuant to the Improvement, Grading and Landscape Plans and § 14-1-73(c) of the Subdivision Regulations approved by the City Engineer. Prior to the installation of all underground utilities, Developer shall certify to the City that the mass site grading has been completed in compliance with the aforementioned Improvement, Grading and Landscape Plans and Subdivision Regulations. In the event that the actual finish grade is not in compliance, Developer shall pay all costs associated with relaying the underground electrical services or adjusting finish grade;
- (b) Sanitary Sewerage Systems. The Developer agrees to finance and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Subdivision as depicted in the Improvement Plans including technical revisions as may be required by the City Engineer.
- (c) Water Supply Facilities. The Developer agrees to finance and install all onsite water supply facilities including all water mains, service laterals, and appurtenances necessary to serve the subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer, pursuant to § 14-1-68.
- (d) Storm Water Drainage Facilities. The Developer agrees to finance and install all onsite storm water drainage facilities, including the emergency overflow swale exiting the southeast corner of the side, pursuant to § 14-2, necessary to serve the Subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer.
- (e) Private Utilities. The Developer agrees to have completed and filed with the City preliminary plans and install underground gas mains and electric, cable television and telephone cables, pursuant to § 14-1-59. All private utilities to be completed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of final course of asphalt.
- (f) Survey Monuments. Install survey monuments, pursuant to § 14-1-52(c)(4) of the Subdivision Regulations.
- (g) Record Drawings. Prepare record drawings for the above work, pursuant to § 14-1-52(e). Provide a full sized print on 4 mil mylar and an electronic version in Auto Cad.
- (h) Curb and Gutter. Construct curb and gutter as shown on the Subdivision construction plans approved by the City pursuant to § 14-1-54.

- (i) Sidewalks and Walking Paths. The Developer agrees to pay for and install 5-foot wide concrete sidewalks on both sides of all internal streets, as shown on the Developer’s plans and as approved by the City Engineer, pursuant to § 14-1-67.
- (j) Intersection and Lane Improvements. The Developer agrees to pay for and install a fully improved intersection with Stone Lake Circle to include concrete curb and gutter, street lighting and sidewalk.
- (k) Street Improvement. The Developer agrees to pay for and install internal street improvements, pursuant to § 14-1-53, and Subdivision construction plans.
- (l) Streetlamps. The Developer shall contract with Cedarburg Light & Water to arrange for the installation of standard coach light streetlamps on a usual and customary spacing approved by the City, pursuant to § 14-1-60.
- (m) Street Signs. The Developer agrees to pay for, and the City agrees to install street identification signs pursuant to § 14-1-61 and any traffic control signage as required by the City Engineer.
- (n) Landscaping Other Than Trees. The Developer agrees to pay for and install topsoil and establish lawn turf in all parkways and provide landscaping around the storm water ponds perimeter as shown on the Improvement Plans.
- (o) Street Trees. The Developer shall pay to the City an amount as outlined in Section 4.05(b) for each street tree as shown on the approved landscaping plan and pursuant to § 14-1-62. The City Forester will select the tree species and contract out the tree planting as part of the annual street tree program. At the discretion of the City Forester, the trees will be planted each year as new homes are completed.
- (p) Erosion Control. Install and maintain erosion control using best management practices and pursuant to § 14-1-63, Chapter 14-2, and Chapter 15-2. Developer must comply with all applicable DNR wetland permits, the City’s Erosion Control Permit, and the Storm Water Management Permit.

4.03 Time for Completion. Each of the items in § 4.02 above shall be completed on the dates specified in this Agreement.

4.04 Impact and Connection Fees. Prior to issuance of a building permit for each individual Lot, the following impact and connection fees will be due from the party submitting for said building permit for each Lot:

WWTF Reserve Capacity Fee	\$ 702.49 per lot
Library Building Fee	\$ 911.63 per lot
Police Station Fee	\$1,042.90 per lot
Park Facilities Fee	\$1,245.00 per lot
Water Supply Facilities Fee	\$2,049.98 per lot
Sanitary Sewer Connection Fee	\$1,508.61 per lot
Fee in lieu of Parkland Dedication.....	\$ 908.69 per lot

Developer intends to assign the duty to pay and shall disclose the amount of impact fees due to prospective buyers at the time of Lot sale.

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) Fee in Lieu of Parkland Dedication. The Developer shall pay as a fee in lieu of parkland dedication the amount of \$908.69 per lot. The fee is due at the time of building permit issuance for such lot.
- (b) City Street Trees. The Developer shall pay the City of Cedarburg for furnishing and planting 53 street trees in the Subdivision as specified under 4.02(o) above \$450 for each tree for a total of **\$23,850**. The City Forestry Department will hold these funds in a segregated street tree account and will purchase and plant street trees seasonally as each home is completed or as determined by the City Forester. This charge is due at the time the Developer requests the City to sign the Final Plat.
- (c) Other Improvement Costs. Pay for all engineering, administrative, and legal fees associated with the new Subdivision, and installation of public utilities, including the cost of storm water management plan reviews, construction inspection, materials testing, erosion control inspections, preparation of as-built drawings, and other fees associated therewith.
- (d) Account Statements. Review and approve all contractor, engineer 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.
- (e) Recording Fees. Pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Final Plat, any separate dedication instruments and grants of easements.

4.06 Homeowners Association. The Developer agrees that there will be a The Glen at Quarry Park Subdivision Homeowners Association, Inc. that will be responsible for the perpetual maintenance of the outlots #1 and #2 in the subdivision, including but not limited to maintenance, snow removal, lawn care, repairs and restoration of the storm water pond, the landscaping around the pond, the public sidewalks adjacent to outlots #1 and #2, and the grass terrace area between the sidewalk and curb adjacent to the outlots #1 and #2. The responsibilities of the Association will be set forth in recorded Declarations of Protective Covenants, Easements and Restrictions for The Glen at Quarry Park Subdivision as to each Lot.

4.07 Financial Guarantee. Pursuant to Chapter 236.13 of the Wisconsin State Statutes, developer shall provide an irrevocable Letter of Credit or an approved subdivision bond to the City, which shall not expire prior to fourteen (14) months following the installation of the binder course, known as Substantial Completion, of asphalt within the Subdivision, for the estimated costs of the installation of the Improvements including erosion control, roadway, utilities, sidewalks, street signs, and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Subdivision Regulations as work is complete and the City shall in good faith reduce the required amount following its confirmation of completed work as required hereunder. 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 completed required work in a timely manner as determined by the City Engineer.

The amount of 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. The Developer shall provide the Financial Guarantee which shall be dated no later than thirty (30) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.07 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Improvements for the respective Phases based on § 4.02 and the Schedule of Values for the Subdivision which include, but are not limited to, a second lift of asphalt and street signs. The City shall reduce the Financial Guarantee as and when work is completed by issuance of periodic written approvals of letter of credit reductions based on the City's engineer recommendations.

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE.]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

ITEM	ESTIMATED COST
Drainage swales & ditch preparation, and construction of storm water pond, and Erosion Control, including: silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and riprap.	\$82,702
Sanitary Sewer and Laterals	\$324,333
Water Main and Laterals	\$272,389
Storm Sewer and Laterals	\$201,528
Fine Grading of Street	\$ 5,581
Concrete Curb and Gutter	\$ 51,498
Road Base	\$ 70,815
Asphalt Pavement Binder & Surface Course	\$128,134
Concrete Sidewalk	\$ 84,964
Seeding and Mulching, Restoration & Stabilizing	\$ 44,740
Street Lighting	\$ 30,000
Street Signs	\$ 1,000
Lot Piping (Owner's Surveyor)	\$ 12,000
Legal Fees (City)	\$ 2,000
Estimated 3 rd Party Inspection Fees <i>(excluding City Administration fees)</i>	\$ 50,000
Sub Total of Construction and Related Costs	\$1,361,684
Add 20% additional Contingency Per § 14-1-51 of the Code:	\$ 272,337
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 LETTER OF CREDIT.	

TOTAL LETTER OF CREDIT \$ 1,634,021

Completion Schedule. The Developer shall complete the Improvements for the Subdivision listed below as follows:

- (a) Underground utilities including water main, sanitary sewer, storm sewer, and appurtenances completed on or before October 29, 2026.
- (b) Roadway base, concrete curb and gutter, and binder asphalt on or before November 20, 2026.
- (c) Phase 1 natural gas, electrical, telephone, sidewalks, and cable television shall be completely installed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of the final course of asphalt.
- (d) Phase 1 roadway final course of asphalt to be installed within fourteen (14) months of the installation of the binder asphalt course and within financial guarantee period.

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 general accepted building standards in the construction industry and 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 required under this Agreement to direct the issuance of contract change orders to be paid by Developer, and to request an amendment to 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, 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 arising from indemnified matters under § 5.01, if notice has been given to Developer as to an indemnified matter 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, and the Developer reserves the right to defend its responsibility for such claim including asserting the matter is not subject to indemnification.

5.03 Limitations as to Financial Guarantee. It is expressly understood and agreed by the City, unless specifically directed and authorized by the Developer, 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 performed 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).

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 any Phase unless and until all the following have occurred:

7.01 Improvements. Construction of the Improvements are completed pursuant to § 4.02, and the Improvements dedicated and accepted by the City, as detailed in the schedule specified in Section 4.09.

Mike Wieser
Director of Engineering & Public Works
Cedarburg City Hall
W63N645 Washington Avenue
PO Box 49
Cedarburg WI 53012
Fax (262) 387-2051

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

If to Developer, as follows:

With a copy to:

The Glen at Quarry Park LLC
11600 Lincoln Avenue
West Allis, WI 53227

Cornerstone Development
c/o: John Wahlen
N63 W23849 Main Street
Sussex, WI 53089

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 mails 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers or agents as of the date first above written.

City: CITY OF CEDARBURG

By: _____
Patricia Thome/Mayor

Countersigned: _____
Jessica Campolo/City Clerk

STATE OF WISCONSIN }
COUNTY OF OZAUKEE) } ss

Personally came before me this day of _____, 2026, the above-named Patricia Thome, Mayor, and Jessica Campolo, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin

My Commission: _____

Developer: The Glen at Quarry Park LLC

By: _____
John Wahlen/Member Principal

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

Personally came before me this ____ day of _____, 2026, the above-named John Wahlen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of The Glen at Quarry Park, LLC as its Member Principal, by its authority.

Name: _____
Notary Public, State of Wisconsin

My commission: _____

Drafted by:
Mike Wieser
City of Cedarburg

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

