



**CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
MONDAY, MAY 11, 2026 – 7:00 PM**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on Monday, May 11, 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. PRESENTATION

- A. Oath of Office - Cedarburg Police Department
K-9 Blue
- B. Oath of Office - Cedarburg Fire Department
Blake Karnitz - Deputy Chief
Edward (Matt) Petrarca - Lieutenant
Edward Lanser - Lieutenant
Gabriella Neideffer - Firefighter/Paramedic
Jessica Kopel - Firefighter/Paramedic
Wesley Reimer - Firefighter/Paramedic

C. Poppy Proclamation

8. NEW BUSINESS

- A. Discussion and possible action on entering into an agreement with the Wisconsin Department of Natural Resources (WDNR) to facilitate future EPA-supported funding for the Amcast Superfund cleanup.
- B. Discussion and possible action on proposal to allow R&R Quarry to utilize City Outlot as an exit haul road for quarry site.
- C. Discussion and possible action on the amendment to the development agreement for Phase 2 of Stone Lake Condominiums development.
- D. Review, discussion, and possible action on the request of applicant/property owner Stone Lake Development, Inc. (in c/o Craig Caliendo) for approval of the Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium, a 19 building/38-unit expansion of the existing Stone Lake Condominium (1st phase) development located at Stone Lake Circle. This property is zoned Rd-1 (PUD) Two-Family Residential District with Planned Unit Development Overlay District.
- E. Review, discussion and possible action on the request of applicant/property owner The Glen at Quarry Park LLC (in c/o John Wahlen) for Final Plat approval of the Quarry Park Subdivision, a 24-lot single-family residential neighborhood planned for development on 11.5-acres of land located directly east of Stone Lake Condominiums and north of Fairfield Manor Subdivision. This property is zoned Rs-3 Single-Family Residential with PUD Planned Unit Development Overlay.
- F. Discussion and possible action on approval of Resolution 2026-02 Designating Depositories and Authorizing Signatures for the City of Cedarburg Checking and Savings Accounts.
- G. Discussion and possible action on approval of Mayoral appointments to Boards, Committees, and Commissions.

9. CONSENT AGENDA

- A. Discussion and possible action on approval of April 13, 2026 and April 21, 2026 Common Council Meeting Minutes.
- B. Discussion and possible action on payment of bills dated 04/11/2026-05/01/2026, transfers from 04/07/2026-05/05/2026 and payroll from 03/29/2026-04/11/2026 and 04/12/2026-04/25/2026.

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator's Report

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
OFFICE of the MAYOR

Proclamation

WHEREAS; America is the land of Freedom, preserved and protected, willingly and freely, by the men and women of the Armed Forces; and

WHEREAS; millions who have answered the call to arms have died on the field of battle; and a nation must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS; the red crepe paper poppy, made by disabled veterans, has been designated as a symbol of the sacrifice of lives in all wars; and

WHEREAS; the annual distribution of these poppies by the American Legion Auxiliary has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS; the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of the disabled, needy veterans, and the widows and orphans of the deceased veterans; and

WHEREAS; the American Legion and Legion Auxiliary have pledged to remind citizens annually of this debt through the distribution of this memorial flower;

NOW, THEREFORE, I, Patricia Thome, Mayor of Cedarburg, do hereby proclaim May, 2026 as

POPPY MONTH

and urge all citizens of this community to recognize the merits of this cause by contributing generously to its support through donations on **National Poppy Day Friday, May 22, 2026.**

We also urge all patriotic citizens to wear a poppy as evidence of our gratitude.

Signed by

Patricia Thome, Mayor

Attested:

Jessica Campolo, City Clerk

CITY OF CEDARBURG

MEETING DATE: May 11, 2026

ITEM NO: A.

TITLE:

Discussion and possible action on entering into an agreement with the Wisconsin Department of Natural Resources (WDNR) to facilitate future EPA-supported funding for the Amcast Superfund cleanup.

ISSUE SUMMARY:

Background

The Amcast North and South Sites and surrounding areas—including residential yards, nearby green spaces, a retention pond, and portions of Zeunert Park/Quarry—are designated as a U.S. EPA Superfund site due to extensive historical contamination affecting soil, groundwater, and storm sewer systems. EPA’s selected remedy includes excavation, sewer sealing, sediment removal, groundwater treatment, and long-term monitoring.

When initially evaluated three years ago, the total cleanup cost was estimated at \$40 million. Under federal Superfund law (CERCLA), the State of Wisconsin is responsible for 10% of the project cost, or \$4 million—an amount that was included in the 2025–2027 State Budget.

Following more detailed assessments by the EPA and the U.S. Army Corps of Engineers, the estimated project cost has increased to \$67 million. EPA has secured the full federal share and is prepared to begin work; however, the agency cannot proceed until the State signs a Superfund State Contract (SSC) confirming full state match funding. **WDNR and EPA recently reached an agreement covering the initial \$40 million cleanup phase and expect to execute the SSC in the coming weeks.**

Current Situation

WDNR has indicated that it cannot commit additional funding beyond the previously allocated \$4 million, leaving a shortfall in the State’s required 10% match for the full cleanup. EPA has confirmed that cleanup activities can begin under an SSC covering only the \$4 million State share; however, without additional funding, the project would be limited to a \$40 million scope. This would prioritize residential areas and the quarry but leave portions of the Amcast North and South Sites with unresolved contamination.

If WDNR and the City enter into an agreement to fund the remaining 10% State share—estimated at \$2.7 million—WDNR would be able to enter into a full agreement with EPA within this fiscal year, enabling the complete \$67 million cleanup.

Request to the City of Cedarburg

WDNR has asked the City to work on and enter into an agreement to fund the remaining portion of the State’s required 10% match—estimated at \$2.7 million—while noting that this request is simply to see whether the City would consider funding the remaining 10% to leverage 90% federal funding

for the cleanup.

Key points include:

The City’s estimated share reflects 10% of the additional \$27 million needed to complete the full cleanup.

This estimate is conservative and includes contingencies that EPA believes are likely to decrease as the project advances. Actual costs may be higher or lower depending on future conditions.

The City’s payment would not be due until project completion, anticipated in **2033**.

EPA has indicated that a payment plan may be available and could be structured between EPA and the State, and then between the State and the City.

Mayor Thome and Administrator Hilvo continue to work with State legislators to pursue additional State funding in future budget cycles. (Next State budget is for 2027-2029)

Implications of City Participation

Benefits

Ensures EPA can initiate the full cleanup without delay.

Avoids defaulting to a reduced \$40 million cleanup scope that would leave contamination hindering redevelopment.

Advances long-term public health, environmental quality, and redevelopment potential for the Amcast properties.

Risks / Considerations

Direct fiscal impact to the City of approximately \$2.7 million, payable at project completion.

Uncertainty regarding whether additional State funds may become available prior to 2033.

Redevelopment of the Amcast properties may still require additional environmental evaluation or supplemental remediation following the EPA cleanup.

Decision Needed

The Common Council is asked to consider:

Authorizing the Administrator and Mayor to work with WDNR to develop an agreement outlining the City’s commitment to fund the estimated \$2.7 million remaining State share required for the full \$67 million cleanup.

If the Council chooses to move forward, staff will present a formal agreement for approval at the **June 8 meeting**.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

Debt in the amount of \$2.7M in 2033 if other funding sources are not secured.

Estimated Impact on an average City homeowner based on current home values, city's equalized value, interest rates, and issuance costs: \$66.15 annually

ATTACHMENTS:

None

INITIATED/REQUESTED BY:

Mikko Hilvo

FOR MORE INFORMATION CONTACT:

Mikko Hilvo, City Administrator

CITY OF CEDARBURG

MEETING DATE: May 11, 2026

ITEM NO: B.

TITLE:

Discussion and possible action on proposal to allow R&R Quarry to utilize City Outlot as an exit haul road for quarry site.

ISSUE SUMMARY:

R&R Quarry is proposing an agreement that would allow their quarry truck traffic to exit the quarry using a city outlot onto Forward Way. The quarry is in the reclamation phase of its usage which involves filling the quarry. In order to fill the quarry, dump trucks haul in spoil dirt materials to the site and exit the site using their driveway on Sheboygan Road directly across from The Glen at Cedar Creek Development. They are proposing that the trucks continue to enter their site using the Sheboygan Road driveway, but the trucks could then exit using the city outlot onto Forward Way. There have been many complaints over the years regarding dirt, mud and stones on Sheboygan Road due to the trucks entering/exiting this site. The operators of the quarry do clean Sheboygan Road multiple times per day when hauling operations are taking place, however in wet conditions it is impossible to keep up.

The R&R site is in the Town of Cedarburg and that section of CTH I (Sheboygan Road) is under Ozaukee County jurisdiction. The traffic to and from the site can be sporadic but up to 100 dump trucks per day may utilize the site. It will likely take a couple of years to fill the quarry to the desired height. Shifting the exiting truck traffic from Sheboygan Road to Forward Way will reduce the Sheboygan Road truck traffic by half, keep Sheboygan Road cleaner, and be beneficial to the city residents of the Glen at Cedar Creek. This proposal could shift those issues to Forward Way and expose the city to complaints from the businesses in the Business Park.

STAFF RECOMMENDATION:

Deny

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

None

BUDGETARY IMPACT:

None

ATTACHMENTS:

1. Cell Tower Easement_Haul Road Access
2. Haul Road Access Exhibit

INITIATED/REQUESTED BY:

Mike Wieser, Mikko Hilvo

FOR MORE INFORMATION CONTACT:
Mike Wieser, Engineer/Public Works Director
Mikko Hilvo, City Administrator

Cell Tower Easement.

4/10/26

To: City of Cedarburg

Re: Cell Tower Easement

As a representative of the R&R Quarry fill site on Sheboygan Rd in Cedarburg, I would like to propose an arrangement to utilize the easement with the goal of dispersing the truck traffic from Sheboygan Road during daytime hours.

The Quarry is currently in the “reclamation” phase of its usage and the only way to fill the quarry is using trucks to haul soil materials.

Access to use the cell tower easement on the west side of the quarry and thru the business park has many benefits for the community.

1. Significant reduction of truck traffic on Sheboygan Rd.
2. Significant reduction of dirt, mud, or stones that trucks inadvertently track onto the street.
3. Improve the safety of the quarry operators cleaning the street and disrupting the flow of the current high volume of traffic.
4. Significantly reduce the complaints from nearby residents, walkers, bikers, or joggers.
5. Easier maintenance of the street, curb, sidewalk, and grassy areas.

We will work with the cell tower representatives to reach an agreement and ensure the easement is supportive for truck traffic.

If granted access to the easement we will continue to maintain Forward Way St. from the remnants of truck traffic as we have on Sheboygan Rd. It will be safer and less disruptive to those community residents and users of Sheboygan Rd.

Thank you for your consideration.

Scott Charmoli (representative of Charmoli Holdings LLC)

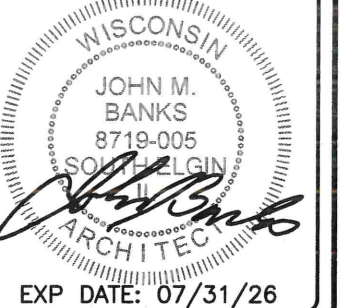
WESTCHESTER SERVICES LLC
 604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX: 847.277.0080
 ae@westchesterservices.com

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

DRAWN BY: RA
 CHECKED BY: —

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

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

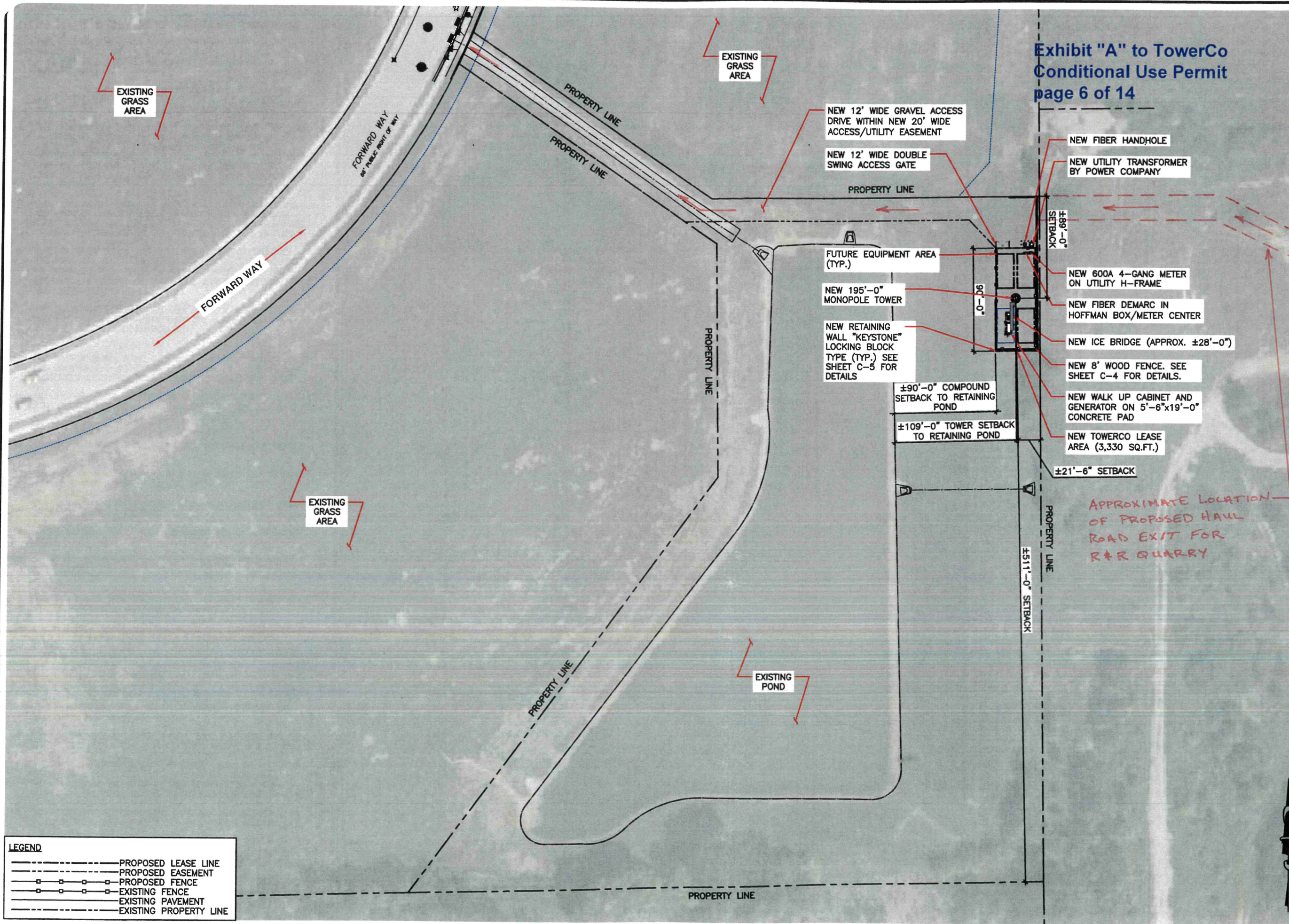


TOWERCO SITE ID: WI0353
 AT&T SITE# WI0353 - 12876382
 AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
 6803 STATE ROAD 60, LOT 1
 CEDARBURG, WI 53012

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1



LEGEND

-----	PROPOSED LEASE LINE
-----	PROPOSED EASEMENT
-----	PROPOSED FENCE
-----	EXISTING FENCE
-----	EXISTING PAVEMENT
-----	EXISTING PROPERTY LINE

CITY OF CEDARBURG

MEETING DATE: May 11, 2026

ITEM NO: C.

TITLE:

Discussion and possible action on the amendment to the development agreement for Phase 2 of Stone Lake Condominiums development.

ISSUE SUMMARY:

Stone Lake Development Inc is moving forward with Phase 2 of the Stone Lake Condominiums Development. Phase 2 consists of 19 condominium buildings (38 units) for a total of 35 condominium buildings (70 units) in the entire development. For the work on the second phase to begin the city needs to amend the original development agreement. The amendment updates impact fees, schedule of values for financial guarantee, and completion schedule.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

None

BUDGETARY IMPACT:

None

ATTACHMENTS:

1. Stone Lake Development Inc. Ph 2 DA Amendment -Final 3-24-26

INITIATED/REQUESTED BY:

Mike Wieser

FOR MORE INFORMATION CONTACT:

Mike Wieser, Engineer/Public Works Director

DEVELOPMENT AGREEMENT FIRST AMENDMENT
Stone Lake Condominiums
Cedarburg, Wisconsin

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“ Amendment”) is made as of the _____ day of June, 2026, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the “City”) and Stone Lake Development, Inc. (the “Developer”).

RECITALS

WHEREAS, the CITY and the DEVELOPER entered into a Development Agreement (AGREEMENT) on March 14, 2024, which set forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, use and operation of the property commonly known as the Stone Lake Condominiums; and

WHEREAS, Stone Lake Condominiums was to be developed in two phases, and the Developer wishes to commence Phase II of the Development, which necessitates the parties executing an amendment to the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the AMENDED mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DEVELOPER agree to amend the Agreement as follows:

Article 1
Definitions

Sections 1.03, 1.04 and 1.05 of the Agreement shall be amended as follows:

1.03 “Declaration of Condominium” means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes for Phase 1 presented to the Cedarburg Common Council on December 9, 2024, and the First Amendment to the Declaration of Condominium expanding the condominium to include Phase 2 was presented to the Cedarburg Common Council on _____ and other pertinent authorities for final approval and recording with the Ozaukee county Register of Deeds Office.

1.04 “Improvement, Grading and Landscape Plans” means the improvement, grading and landscape plans prepared by M Squared Engineering with last revision dated April 10, 2024 for Phase 1 and the plans prepared by Lake Country Engineering, Inc. with last revision dated _____ for Phase 2 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 development bonds issued in conformity with the terms and conditions of the Agreement and this Amendment in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.

Article 4
Duties of the Developer

Section 4.04 shall be deleted and recreated as follows:

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:

Library Building Fee	\$ 1,600.85 per lot
Police Station Fee	\$ 1,554.39 per lot
Park Facilities Fee	\$ 1,489.26 per lot
Water Supply Facilities Fee	\$2,126.29 per lot
Sanitary Sewer Connection Fee	\$2,806.26 per lot
Fee in Lieu of Parkland.....	\$ 908.61 per lot

Developer 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.

Section 4.08 shall be deleted and recreated as follows:

4.08 Schedule of Values for Financial Guarantee. The Developer shall provide a second Financial Guarantee for Phase 2, which shall be dated no later than thirty (30) days prior to the commencement of construction of the Improvements for Phase 2, in the amounts set forth in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee(s) 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.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

PHASE 1 Remaining Items	ESTIMATED COST
Storm Sewer	\$ 2,000
Concrete Sidewalks	\$ 35,200
Seeding & Mulching	\$ 5,125
Asphalt Surface Course & Tack Coat	\$ 42,750
Legal Fees (City)	\$ 5,000
3 rd Party Inspection Fees	\$ 1,980
Current Phase 1 Letter of Credit in place	\$ 92,055
PHASE 2 Items	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.	\$ 45,050
Sanitary Sewer and Laterals	\$ 15,000
Water Main and Laterals	\$ 60,000
Seeding and Mulching	\$ 5,000
Legal Fees (City)	\$ 5,000
Estimated 3 rd Party Inspection Fees <i>(excluding City Administration fees)</i>	\$ 6,000
Sub Total of Phase 2 Construction and Related Costs	\$ 136,050
Add 20% additional Contingency Per § 14-1-51 of the Code:	\$ 27,210
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.	
New Phase 2 TOTAL LETTER OF CREDIT	\$ <u>163,260</u>

Section 4.09 shall be amended as follows:

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

- (a) Phase 1 punch list items provided by the City Engineer by November 13, 2026.
- (b) Phase 1 final course of asphalt to be installed by November 13, 2026.
- (c) Phase 2 underground utilities including water main, sanitary sewer, storm sewer, and appurtenances completed on or before August 28, 2026.
- (d) Phase 2 roadway base, concrete curb and gutter, and binder asphalt on or before November 13, 2026.
- (e) Phase 2 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.
- (f) Phase 2 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.

Article 7
Conditions and Waivers

Section 7.02 shall be amended to provide as follows:

7.02 Impact Fees. The Lot owner shall pay to the City all impact and connection fees prior to issuance of a building permit for the Lot in which the fees apply.

Article 8
Additional Terms

Section 8.11 shall be amended to provide as follows:

8.11 Integration of Terms. This First Amendment, along with all unchanged terms in the original referenced Developer's Agreement and the First Amendment thereto, represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Second Amendment 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: STONE LAKE DEVELOPMENT, INC.

By: _____
Craig Caliendo, President

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

Personally came before me this ____ day of _____, 2026, the above-named Craig Caliendo, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of Neumann Developments as its President, by its authority.

Name: _____
Notary Public, State of Wisconsin

My commission: _____

Drafted by:
Mike Wieser
City of Cedarburg

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

EXHIBIT "A"

**Addendum No. 1 to Stone Lake
Condominium Plat
(expanding Condo to include Phase 2)**

CITY OF CEDARBURG

MEETING DATE: May 11, 2026

ITEM NO: E.

TITLE:

Review, discussion, and possible action on the request of applicant/property owner Stone Lake Development, Inc. (in c/o Craig Caliendo) for approval of the Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium, a 19 building/38-unit expansion of the existing Stone Lake Condominium (1st phase) development located at Stone Lake Circle. This property is zoned Rd-1 (PUD) Two-Family Residential District with Planned Unit Development Overlay District.

ISSUE SUMMARY:

The applicant presents a Stone Lake Phase II final condominium plat that is consistent with expectations based upon the preliminary condominium plat approved back in 2022. This plat and related details are contained within the 1st Amendment to the Declaration of Condominium for Stone Lake Condominium (see copy attached). The initial phase of this development consisted of units 1-32 in 16 buildings. Several of these are already built, sold, and occupied. Several others are under construction. Approval of the Phase II Final Plat will provide for 38 additional units to be constructed in 19 additional buildings (i.e., Units #33-70). There are no additional, future phases for this project.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

On Monday May 4, 2026, the Plan Commission unanimously recommended to the Common Council in favor of approving this Stone Lake Phase II Final Plat and Condominium Declaration as presented, subject to the following conditions:

- 1) Applicant must enter into a development agreement and stormwater management/maintenance agreement with the City for construction/installation of all required improvements.
- 2) Final review and approval by the City Engineer as to any sewer, water, drainage, access, or utility plans and/or easements as may be required, prior to recording the Condominium Plat.
- 3) Applicant is strongly encouraged to add significant tree plantings along the north property line in this Phase II to create a visual and sound buffer between the proposed new condominium units and the approved business park uses directly north.

ATTACHMENTS:

1. Phase II Stone Lake - Land Development Application and Supporting Documents - 3-30-2026
2. STONE LAKE PHASE II
3. Declaration of Condominium - Stone Lake Condominium - (Recorded) 2-7-25
4. 25208_STONE LAKE_CONDO PLAT_DRAFT
5. StRept 5-4-26 Stone Lake II Final Condo Plat and Declaration



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: Stone Lake Circle

APPLICANT/BUSINESS NAME: Stone Lake Development, Inc.

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

STATUS OF APPLICANT: OWNER AGENT BUYER OTHER _____

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

PROPERTY OWNER (IF DIFFERENT): SAME

PROPERTY OWNER MAILING ADDRESS: _____

PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

- CONCEPT REVIEW
- SITE/ARCHITECTURAL PLAN APPROVAL
- SUBDIVISION PLAT OR CSM REVIEW
- ZONING DISTRICT CHANGE
- CONDITIONAL USE ZONING
- ANNEXATION REQUEST
- VARIANCE/BOARD OF APPEALS
- OTHER Approval of the following:

DESCRIBE REQUEST: 1) First Amendment to Development Agreement for Phase II of Stone Lake Condominium ("SLC"); 2) First Amendment to the Declaration of Condominium adding Phase II of SLC; and 3) Addendum No. 1 to Condominium Plat for SLC adding Phase II. 38 new Units added / 70 Units total.

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

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

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

PROPERTY OWNER(S) SIGNATURE: *Stone Lake Development, Inc* DATE: *March 30, 2020*
Craig Caliendo, Pres

FOR CITY STAFF USE ONLY

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

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

ATTACHMENTS (CHECK IF RECEIVED):

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

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: _____

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

CCed City of Cedarburg
W63 N645 Washington
Cedarburg, WI 53012

Stone Lake Development, Inc.
Check Number 8100-00000324
Check Date Mar 30, 2026

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
03/30/26	8100 Stone Lake Development, Inc. App. fee Ph. 2		378.00	0.00	0.00	378.00
Total Remittance			378.00	0.00	.00	378.00

ORIGINAL CHECK HAS A COLORED BACKGROUND, VOID PANTO & A HEAT SENSITIVE ICON - SEE BACK FOR DETAILS

Stone Lake Development, Inc.

700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

BankFirst, N.A.
2600 Kohler Memorial Drive
P.O. Box 488
Sheboygan, WI 53082-0488

Date
Mar 30, 2026

Check Number
8100-00000324

Pay **Three Hundred Seventy Eight Dollars 00 Cents**

Amount
\$378.00

To
The
Order
Of
City of Cedarburg
W63 N645 Washington
Cedarburg, WI 53012

Per



PAYABLE IN USD

⑈00000324⑈ ⑆075901134⑆ 44309782⑈

Phase II – Stone Lake Condominium ADD. NO. 1

The “NOTES:” Section on page 1 of Stone Lake Condominium Add. No. 1 shall be modified to read as follows:

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- Sidewalks, patios, and decks attached to a unit are Limited Common Elements (L.C.E.) but all cannot be shown graphically due to varying sizes and configurations. **Final location, sizes and configuration of all sidewalks, patios and decks are subject to specific review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building.**

DEVELOPMENT AGREEMENT FIRST AMENDMENT

**Stone Lake Condominiums
Cedarburg, Wisconsin**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (" Amendment") is made as of the _____ day of June, 2026, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the "City") and Stone Lake Development, Inc. (the "Developer").

RECITALS

WHEREAS, the CITY and the DEVELOPER entered into a Development Agreement (AGREEMENT) on March 14, 2024, which set forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, use and operation of the property commonly known as the Stone Lake Condominiums; and

WHEREAS, Stone Lake Condominiums was to be developed in two phases, and the Developer wishes to commence Phase II of the Development, which necessitates the parties executing an amendment to the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the AMENDED mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DEVELOPER agree to amend the Agreement as follows:

Article 1
Definitions

Sections 1.03, 1.04 and 1.05 of the Agreement shall be amended as follows:

1.03 "Declaration of Condominium" means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes for Phase 1 presented to the Cedarburg Common Council on December 9, 2024, and the First Amendment to the Declaration of Condominium expanding the condominium to include Phase 2 was presented to the Cedarburg Common Council on _____ and other pertinent authorities for final approval and recording with the Ozaukee county Register of Deeds Office.

1.04 "Improvement, Grading and Landscape Plans" means the improvement, grading and landscape plans prepared by M Squared Engineering with last revision dated April 10, 2024 for Phase 1 and the plans prepared by Lake Country Engineering, Inc. with last revision dated _____ for Phase 2 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 development bonds issued in conformity with the terms and conditions of the Agreement and this Amendment in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.

Commented [A1]: Feel free to edit 1.05 as you deem appropriate.

Article 4
Duties of the Developer

Section 4.04 shall be deleted and recreated as follows:

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:

Library Building Fee.....	\$1,600.85 per lot
Police Station Fee	\$1,554.39 per lot
Park Facilities Fee.....	\$1,489.26 per lot
Water Supply Facilities Fee	\$2,126.29 per lot
Sanitary Sewer Connection Fee	\$2,806.26 per lot

Commented [A2]: Is there a fee in lieu of Park dedication due?

Developer 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.

Section 4.08 shall be deleted and recreated as follows:

4.08 Schedule of Values for Financial Guarantee. The Developer shall provide a second Financial Guarantee for Phase 2, which shall be dated no later than thirty (30) days prior to the commencement of construction of the Improvements for Phase 2, in the amounts set forth in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee(s) 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.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

PHASE 1 Remaining Items	ESTIMATED COST
Storm Sewer	\$ 2,000
Concrete Sidewalks	\$ 35,200
Seeding & Mulching	\$ 5,125
Asphalt Surface Course & Tack Coat	\$ 42,750
Legal Fees (City)	\$ 5,000
3 rd Party Inspection Fees	\$ 1,980
Current Phase 1 Letter of Credit in place	\$ 92,055
PHASE 2 Items	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.	\$ 45,050
Sanitary Sewer and Laterals	\$ 15,000
Water Main and Laterals	\$ 60,000
Seeding and Mulching	\$ 5,000
Legal Fees (City)	\$ 5,000
Estimated 3 rd Party Inspection Fees <i>(excluding City Administration fees)</i>	\$ 6,000
Sub Total of Phase 2 Construction and Related Costs	\$ 136,050
Add 20% additional Contingency Per § 14-1-51 of the Code:	\$ 27,210
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.	
New Phase 2 TOTAL LETTER OF CREDIT	\$ 163,260

Section 4.09 shall be amended as follows:

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

- (a) Phase 1 punch list items provided by the City Engineer by November 13, 2026.
- (b) Phase 1 final course of asphalt to be installed by November 13, 2026.
- (c) Phase 2 underground utilities including water main, sanitary sewer, storm sewer, and appurtenances completed on or before August 28, 2026.
- (d) Phase 2 roadway base, concrete curb and gutter, and binder asphalt on or before November 13, 2026.
- (e) Phase 2 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.
- (f) Phase 2 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.

Article 7
Conditions and Waivers

Section 7.02 shall be amended to provide as follows:

7.02 Impact Fees. The Lot owner shall pay to the City all impact and connection fees prior to issuance of a building permit for the Lot in which the fees apply.

Article 8
Additional Terms

Section 8.11 shall be amended to provide as follows:

8.11 Integration of Terms. This First Amendment, along with all unchanged terms in the original referenced Developer's Agreement and the First Amendment thereto, represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Second Amendment 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 }
 } ss
COUNTY OF OZAUKEE }

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: STONE LAKE DEVELOPMENT, INC.

By: _____
Craig Caliendo, President

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

Personally came before me this ____ day of _____, 2026, the above-named Craig Caliendo, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of Neumann Developments as its President, by its authority.

Name: _____
Notary Public, State of Wisconsin

My commission: _____

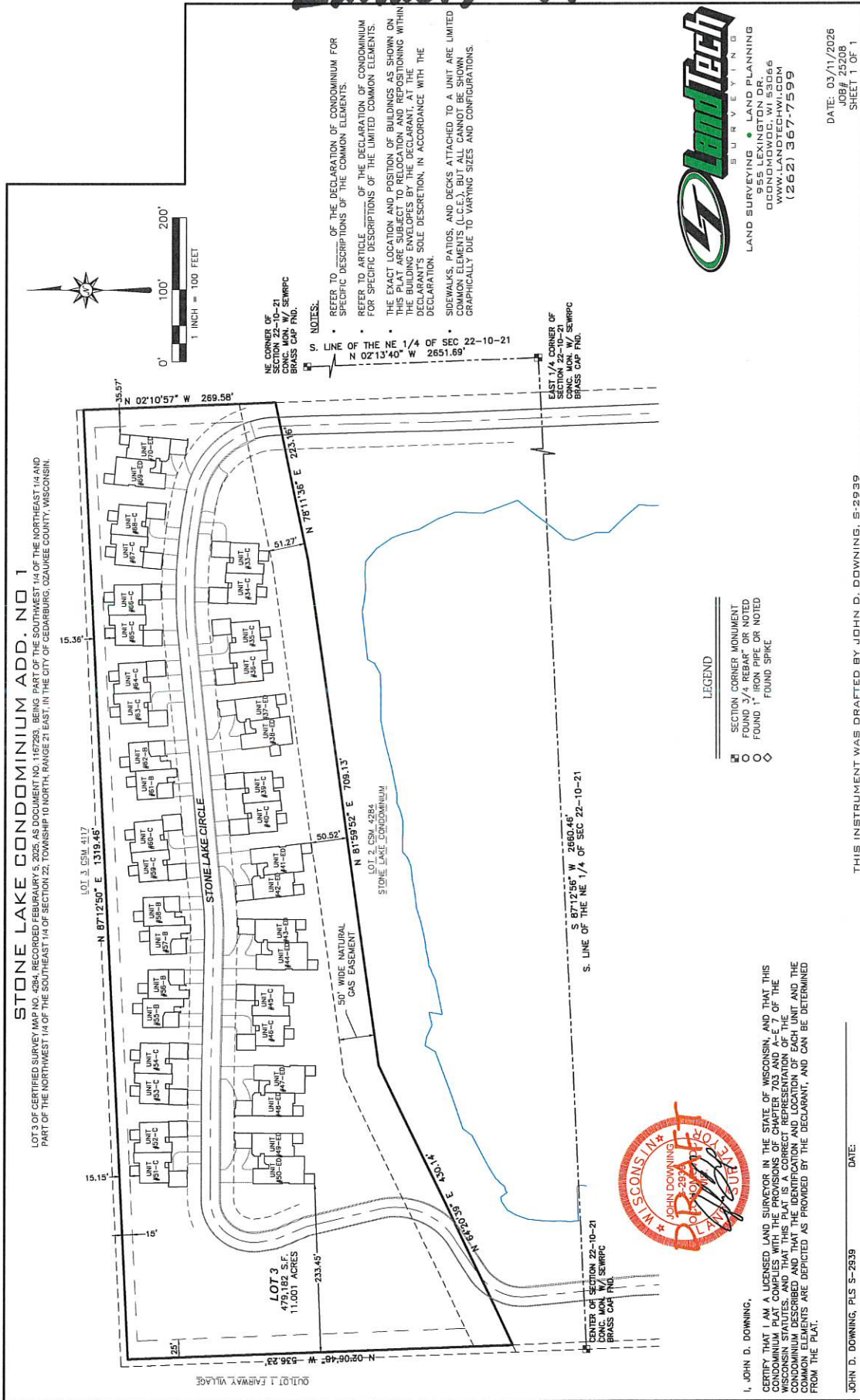
Drafted by:
Mike Wieser
City of Cedarburg

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

EXHIBIT "A"

**Addendum No. 1 to Stone Lake
Condominium Plat
(expanding Condo to include Phase 2)**

Exhibit "A"



I, JOHN D. DOWNING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF WISCONSIN, AND THAT THIS CONDOMINIUM PLAN COMPLIES WITH THE PROVISIONS OF CHAPTER 703 AND A-E-7 OF THE WISCONSIN STATUTES, AND THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS ARE DEPICTED AS PROMISED BY THE DECLARANT, AND CAN BE DETERMINED FROM THE PLAN.

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2539

Phase II – Stone Lake Condominium ADD. NO. 1

The “NOTES:” Section on page 1 of Stone Lake Condominium Add. No. 1 shall be modified to read as follows:

- The exact location and position of buildings as shown on the plat are subject to **non-substantial** relocation and repositioning within the building envelopes by the Declarant, at the Declarants sole discretion, in accordance with the Declaration. **Final position and design of all buildings, including any non-substantial modifications thereto (such as to add a garage stall, sunroom, porch, deck, or similar type of change) is subject to review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building. Substantial modifications are subject to City of Cedarburg Plan Commission review and approval prior to issuance of a building permit.**
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**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

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

Parcel Number

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
STONE LAKE CONDOMINIUM**

This First Amendment is executed as of this _____ of _____, 2026 by
STONE LAKE DEVELOPMENT, INC., a Wisconsin corporation (hereinafter, the
"Declarant").

RECITALS:

A. On February 5, 2025, Declarant executed a Declaration of Condominium for Stone Lake Condominium which was recorded with the Ozaukee County Register of Deeds on February 7, 2025, as Document No. 1167332 (the "Declaration") and a Condominium Plat which was recorded with the Ozaukee County Register of Deeds on February 7, 2025 as Document No. 1167333 (the "Condominium Plat"), which together created the Stone Lake Condominium (the "Condominium").

B. The Condominium presently includes thirty-two (32) Units numbered 1 through 32, inclusive, but is subject to expansion in accordance with the Declaration.

C. Declarant desires to expand the Condominium pursuant to the terms of this amendment and confirm the final configuration of Units built or under construction.

NOW THEREFORE, Declarant does hereby declare as follows:

1. Expansion. The Condominium is hereby expanded by adding thereto all of that certain real property located in Ozaukee County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. New Units are Created. Thirty-Eight (38) new units of the Condominium are hereby created. The total number of Units in the Condominium is Seventy (70). The Thirty-Eight (38) new Units added pursuant to this Amendment are identified as **Units 33 through 70**, inclusive. Such units shall be positioned as shown on Exhibit B attached hereto and made a part hereof, and for all purposes set forth and subject to the terms set forth in the Declaration. Each of the Units in the Condominium shall continue to have an undivided and equal interest in the common elements and common expenses of the Association (that is, 1.42% per Unit) and shall each have one vote in the Association.

3. Addendum to Condominium Plat. Contemporaneously herewith, Declarant is recording an Addendum to the Condominium Plat. A copy of the Addendum to Condominium Plat is attached hereto as Exhibit B.

4. Miscellaneous. All capitalized terms used in this Amendment but not defined herein shall have the meanings provided in the Declaration. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and

permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Amendment, all provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

DECLARANT:

Stone Lake Development, Inc., a
Wisconsin corporation

By: _____
Craig A. Caliendo, President

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this _____ day of _____, 2026, the above-named Craig A. Caliendo, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

Print Name: _____
County of Waukesha, State of Wisconsin
My Commission is _____

This document drafted by
Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT "A"

LEGAL DESCRIPTION OF STONE LAKE CONDOMINIUM EXPANSION LANDS

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

EXHIBIT B

Stone Lake Condominium Plat – Addendum No. 1

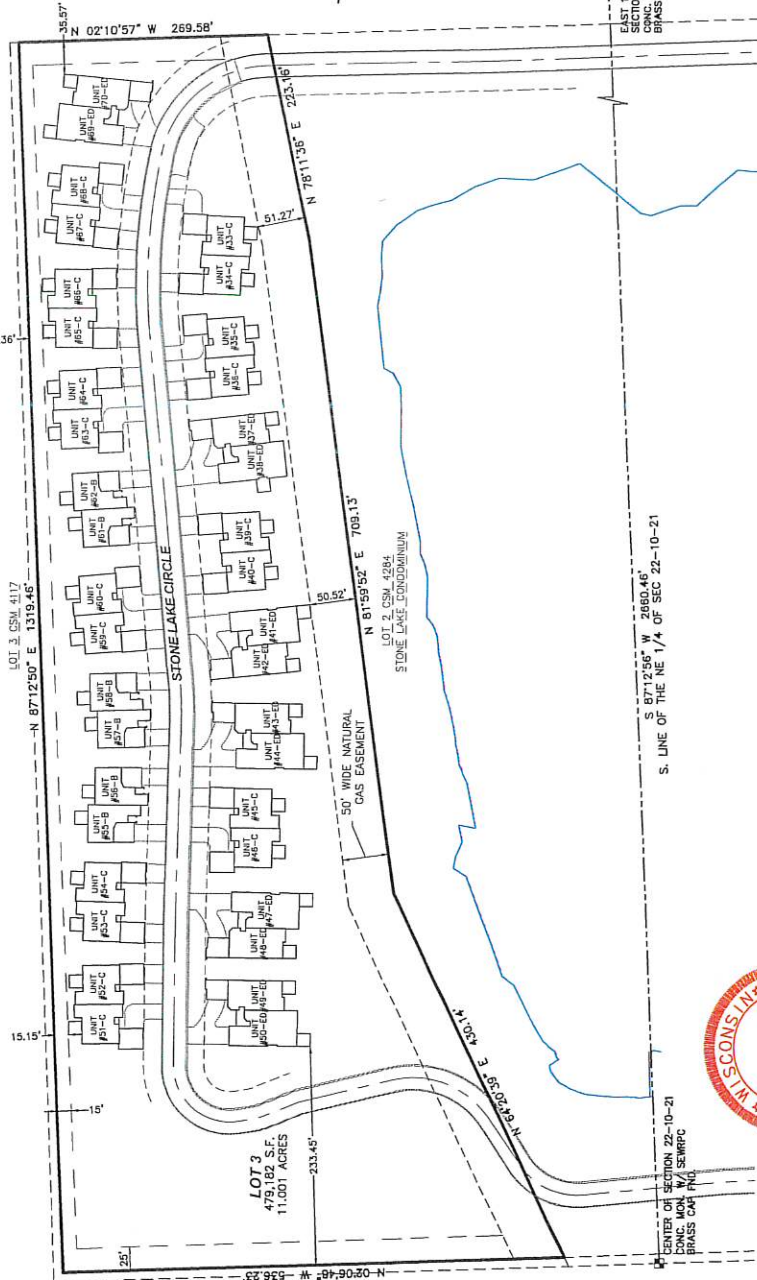
Phase II – Stone Lake Condominium ADD. NO. 1

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STONE LAKE CONDOMINIUM ADD. NO 1

LOT 3 OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1107293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.



NE CORNER OF SECTION 22-10-21 FROM MON. 3/4 SEWRPC BRASS CAP PND.

S. LINE OF THE NE 1/4 OF SEC 22-10-21

N 02°10'57" W 269.58'

EAST 1/4 CORNER OF SECTION 22-10-21 FROM MON. 3/4 SEWRPC BRASS CAP PND.

LOT 3, CSM 417
N 87°12'50" E 1319.46'

15.15'

15'

25'

LOT 3
479,182 S.F.
11.001 ACRES

N 02°06'48" W 536.23'

50' WIDE NATURAL GAS EASEMENT

N 81°59'52" E 709.13'

LOT 2, CSM 4284
STONE LAKE CONDOMINIUM

50.52'

N 78°11'35" E 233.16'

51.27'

N 87°02'56" W 2660.46'

S. LINE OF THE NE 1/4 OF SEC 22-10-21

N 103°4'30" E 850.28'

233.46'

15.36'

15.36'

15.36'

15.36'

15.36'

15.36'

15.36'

15.36'

15.36'



LAND SURVEYING • LAND PLANNING
955 LEXINGTON DR.
OCCONDOMOCC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

DATE: 03/11/2025
JOB# 25208
SHEET 1 OF 1

LEGEND

- SECTION CORNER MONUMENT
- FOUND 3/4 REBAR OR NOTED
- FOUND 1" IRON PIPE OR NOTED
- FOUND STRIKE



I, JOHN D. DOWNING,
CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF WISCONSIN, AND THAT THIS CONDOMINIUM PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 703 AND A-E 7 OF THE WISCONSIN STATUTES. I AM THE REGISTERED REPRESENTATIVE OF THIS PLAT AND THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH COMMON ELEMENT ARE DEPICTED AS PROVIDED BY THE DECLARANT, AND CAN BE DETERMINED FROM THE PLAT.

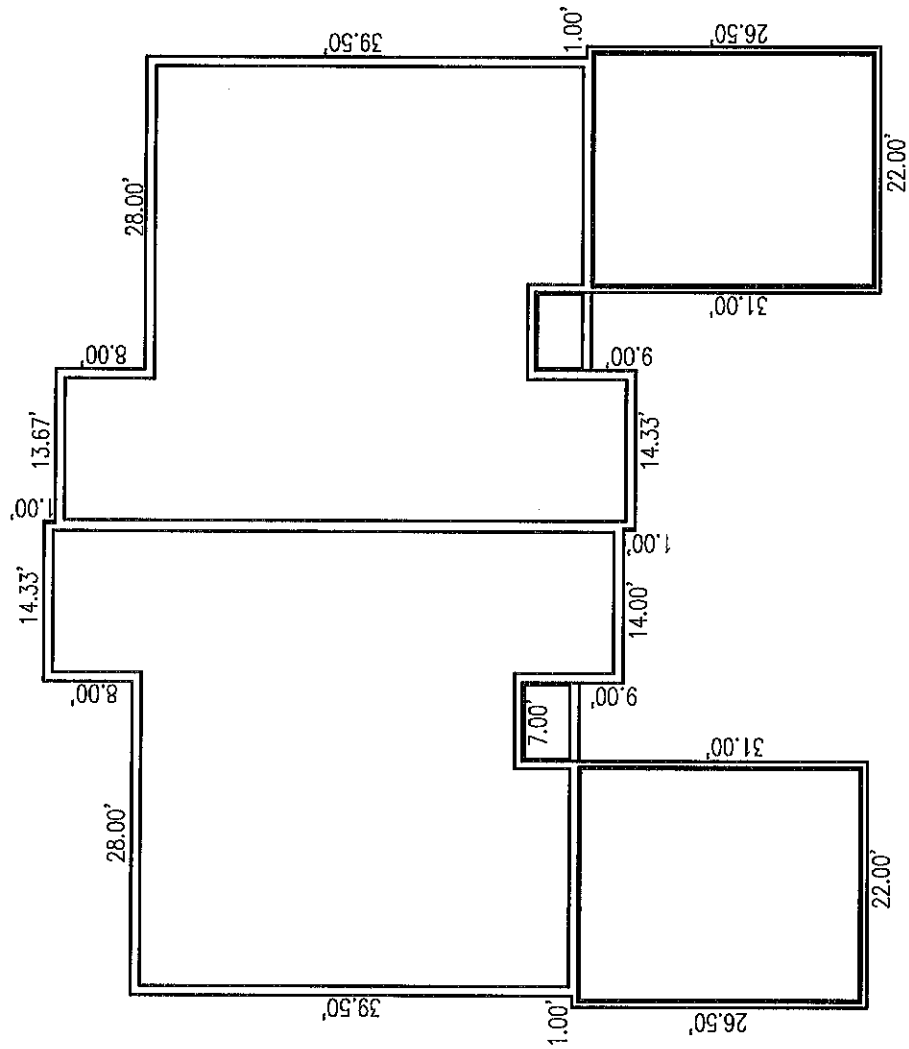
THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

Phase II – Stone Lake Condominium ADD. NO. 1

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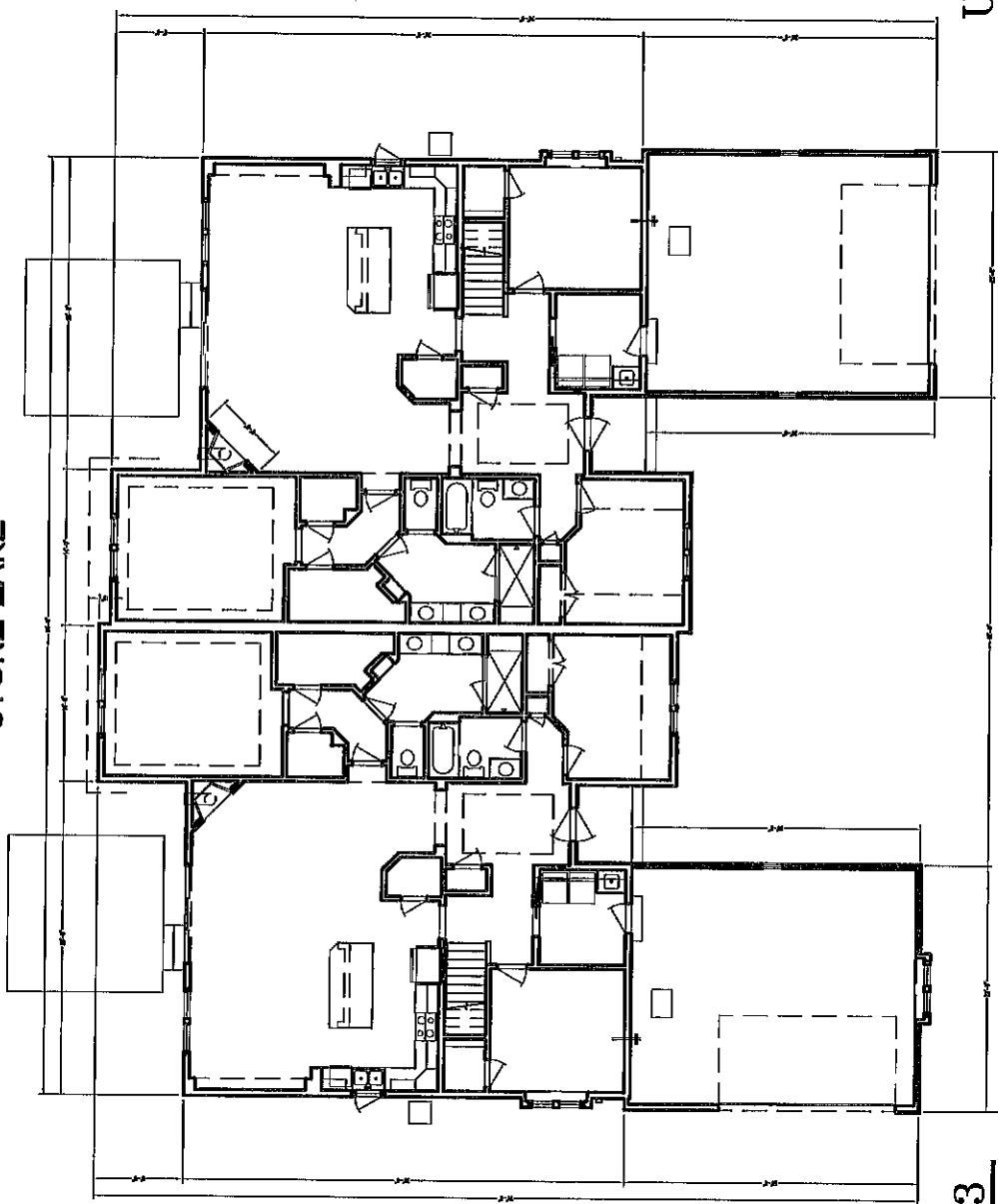
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 33

UNIT 34

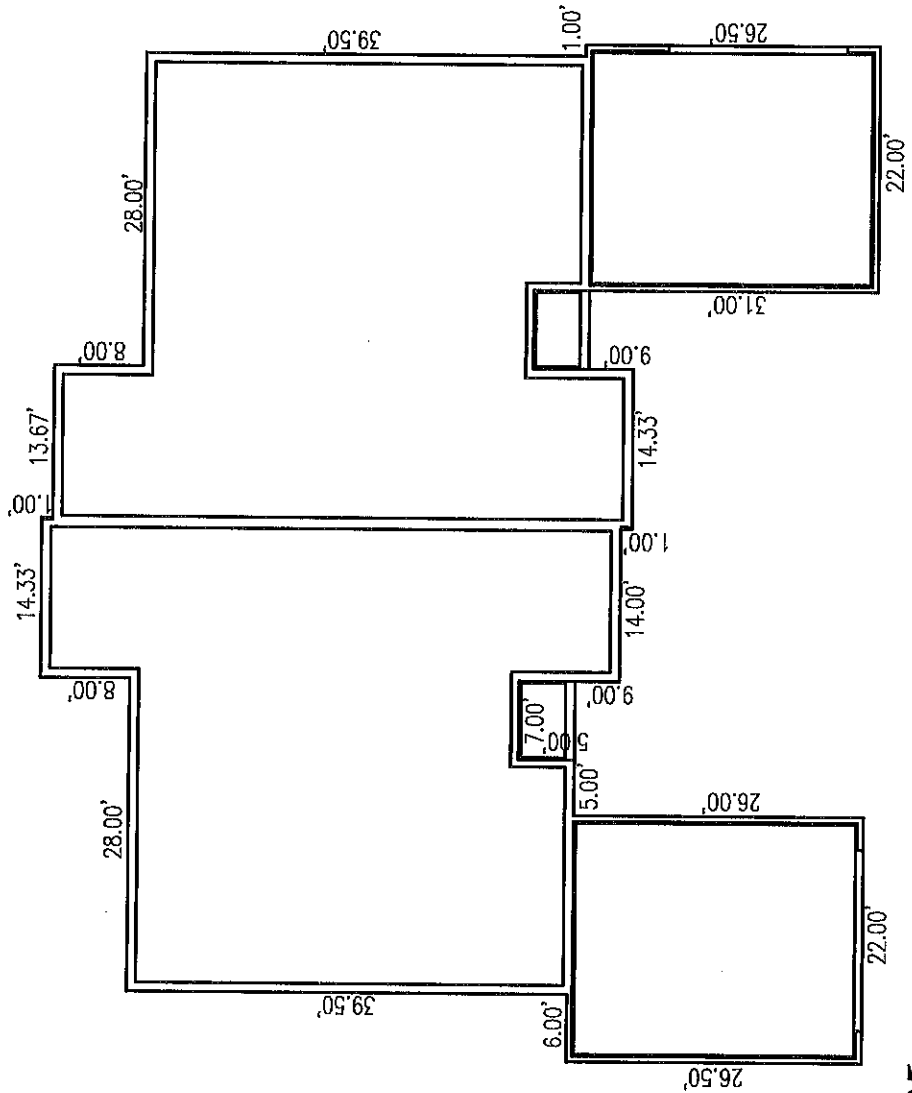
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 34

UNIT 33

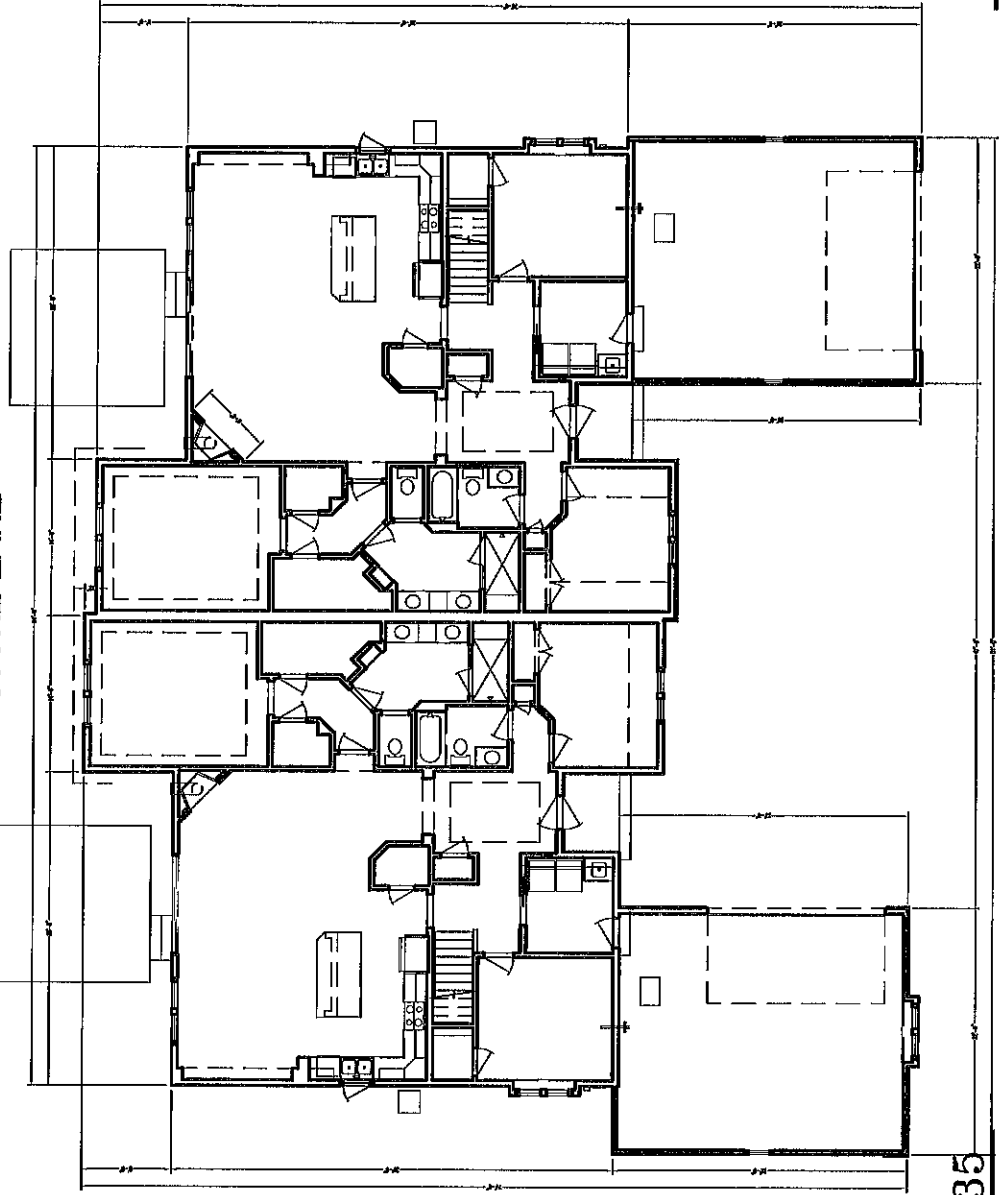
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 36

UNIT 35

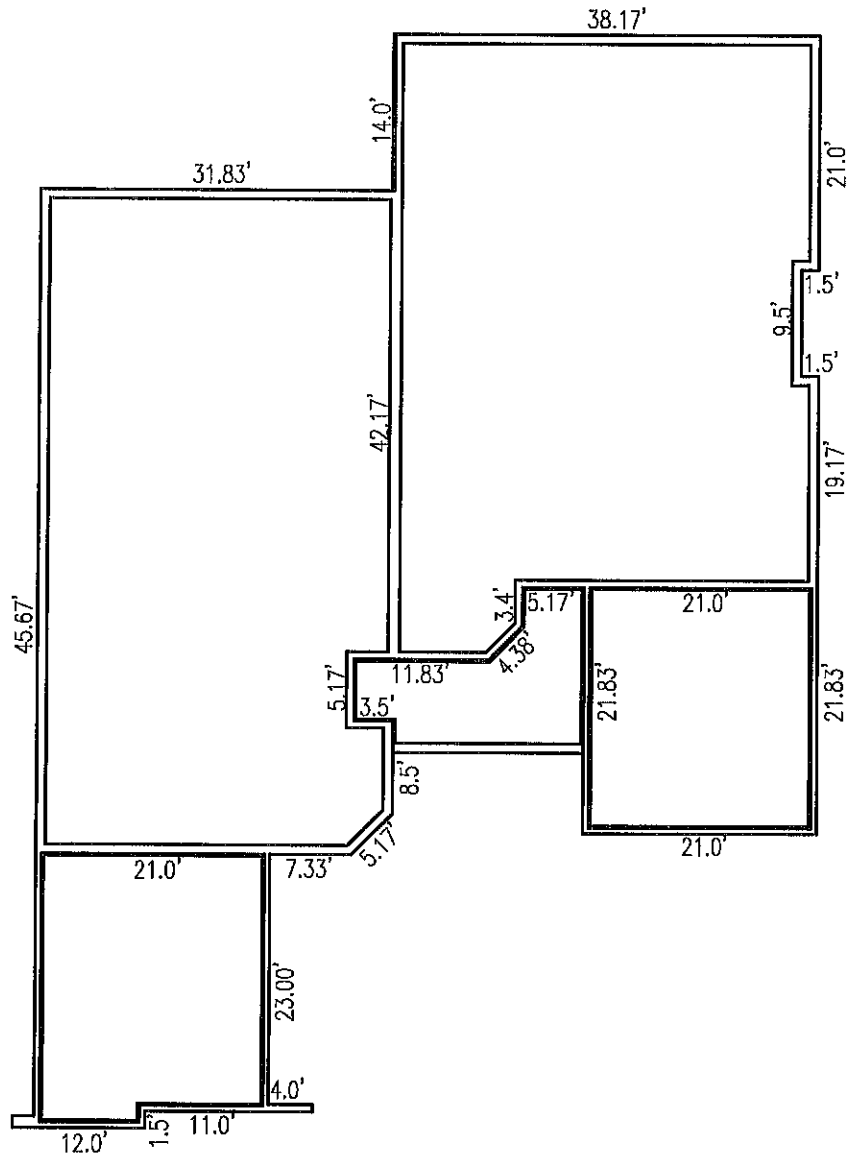
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 36

UNIT 35

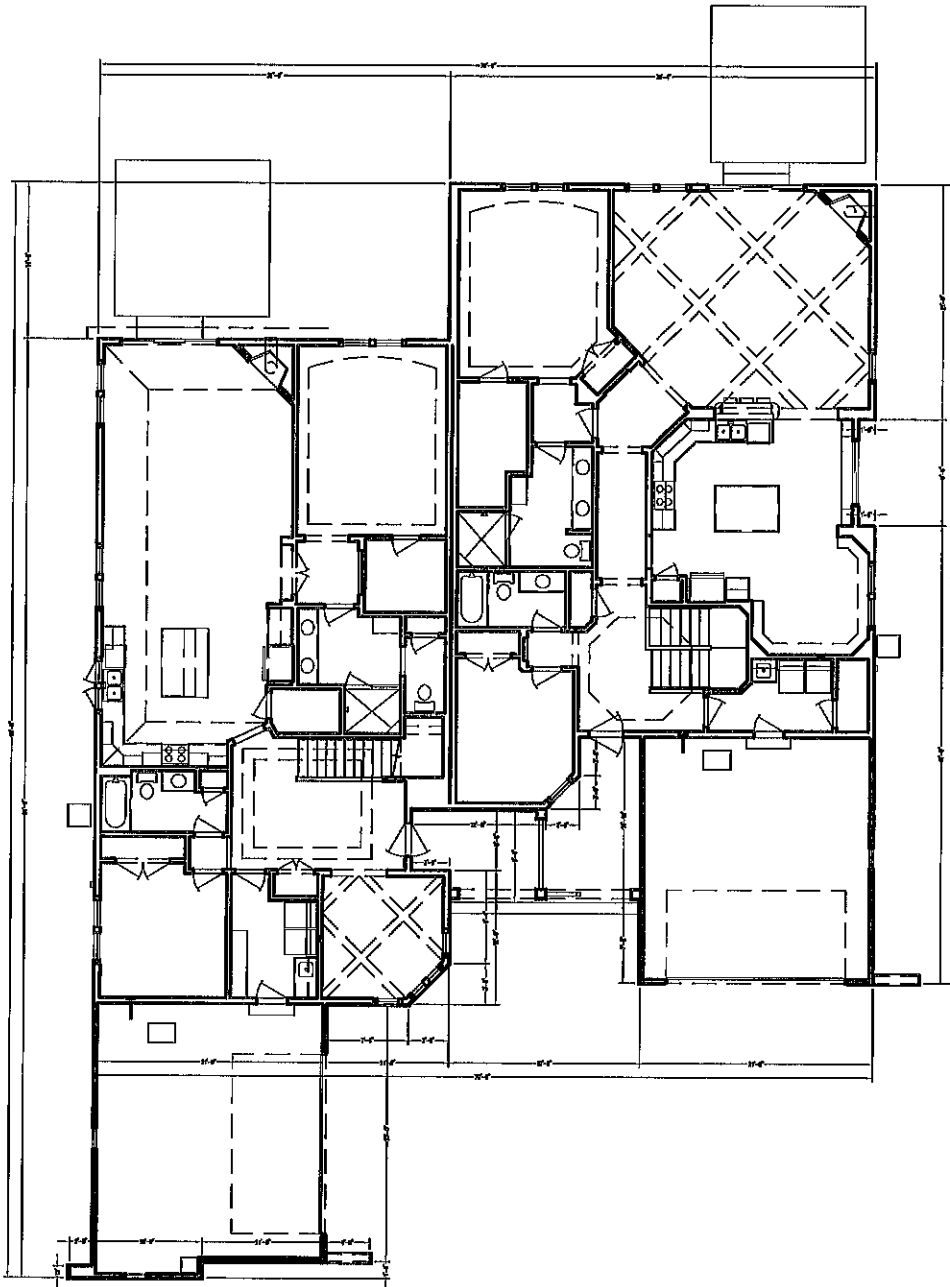
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 37

UNIT 38

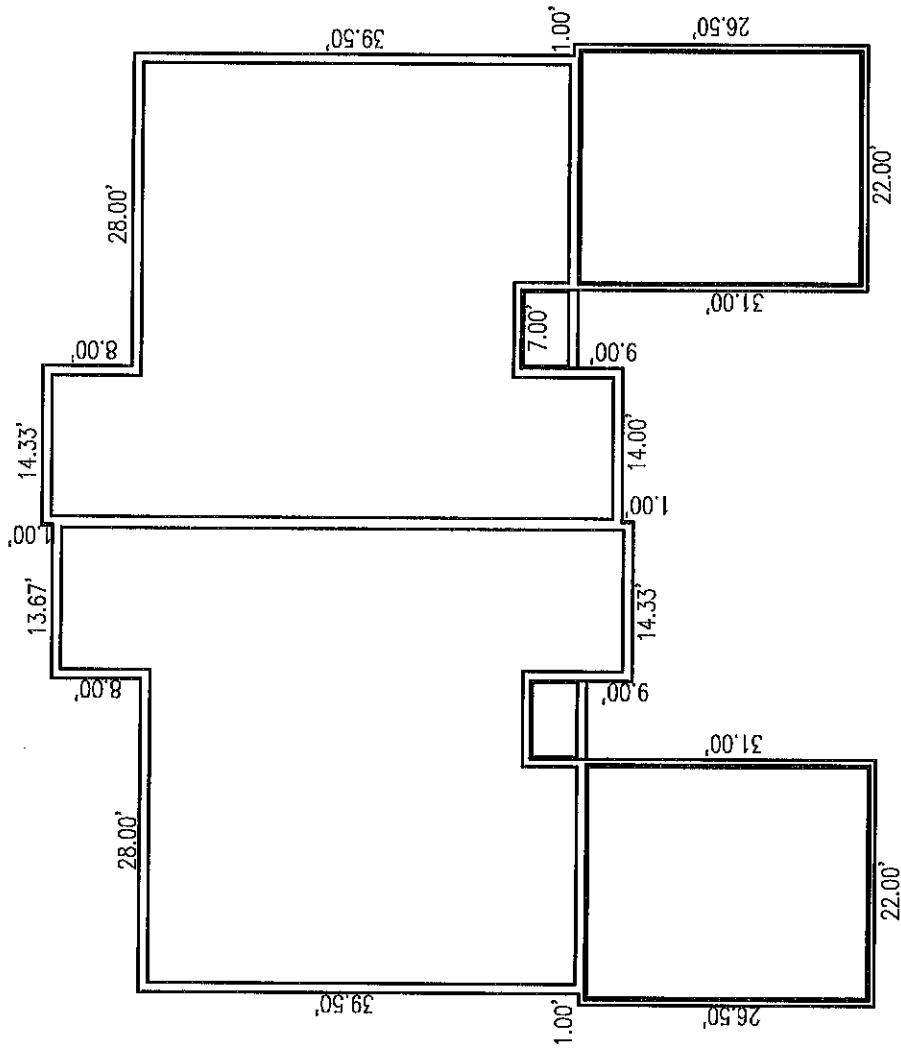
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 37

UNIT 38

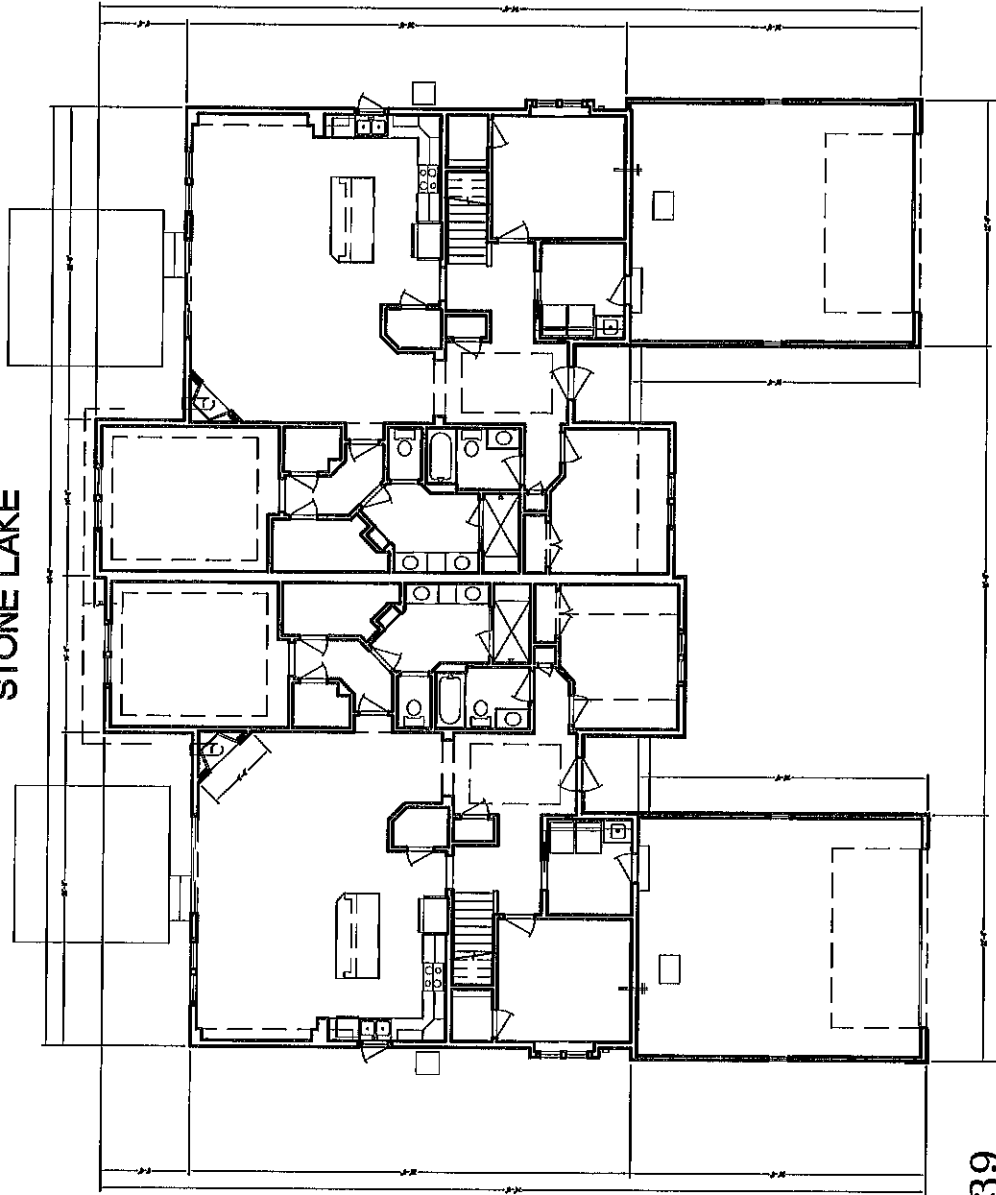
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 39

UNIT 40

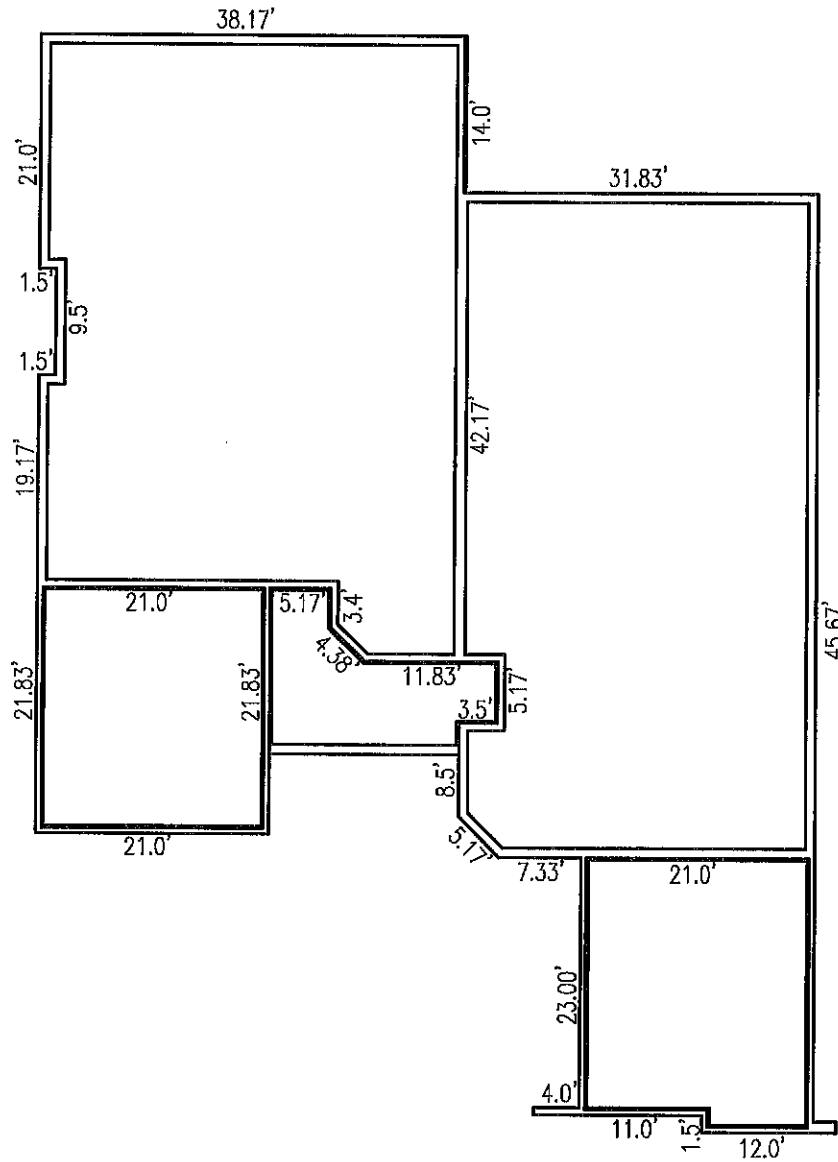
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 39

UNIT 40

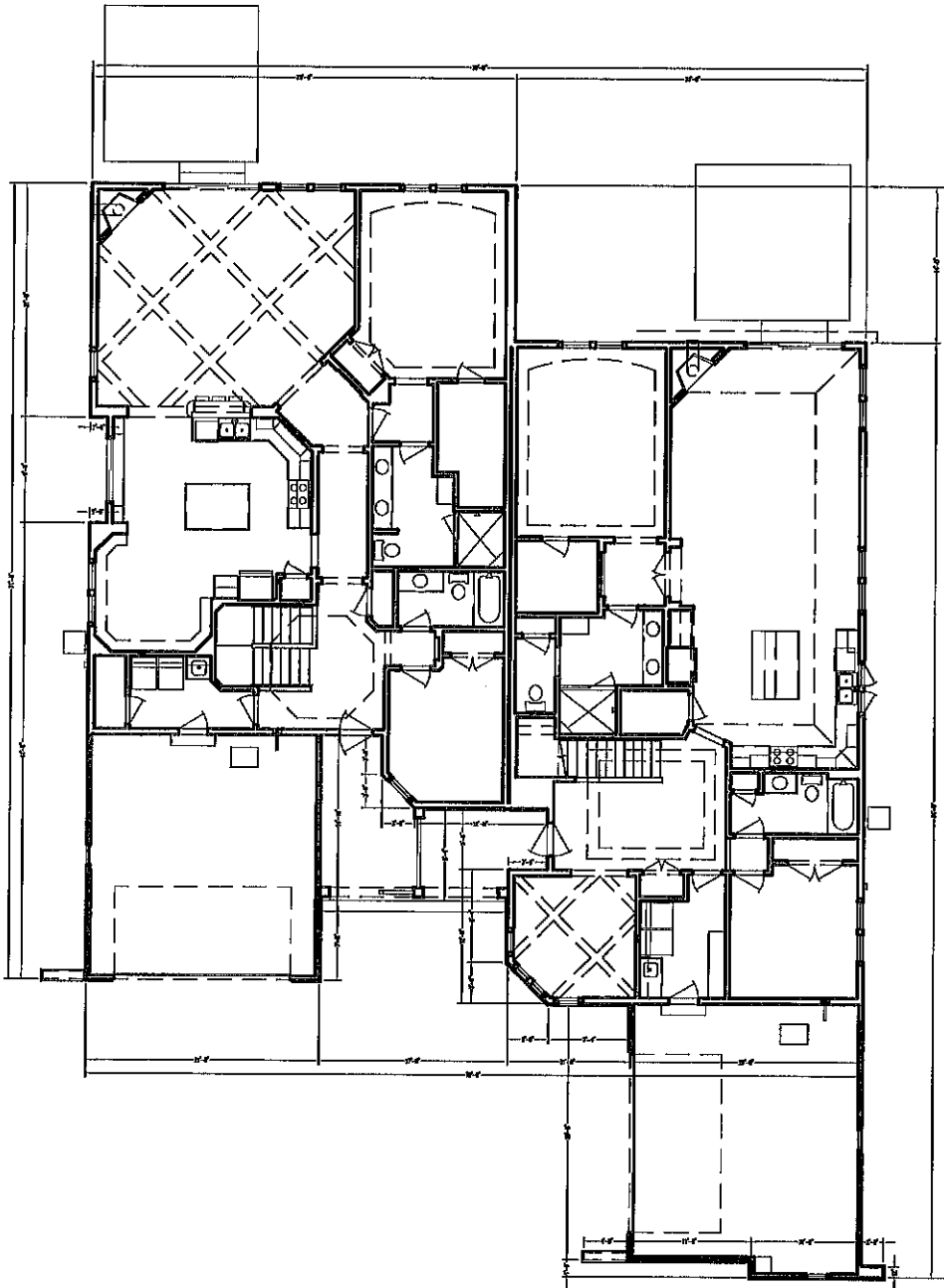
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 41

UNIT 42

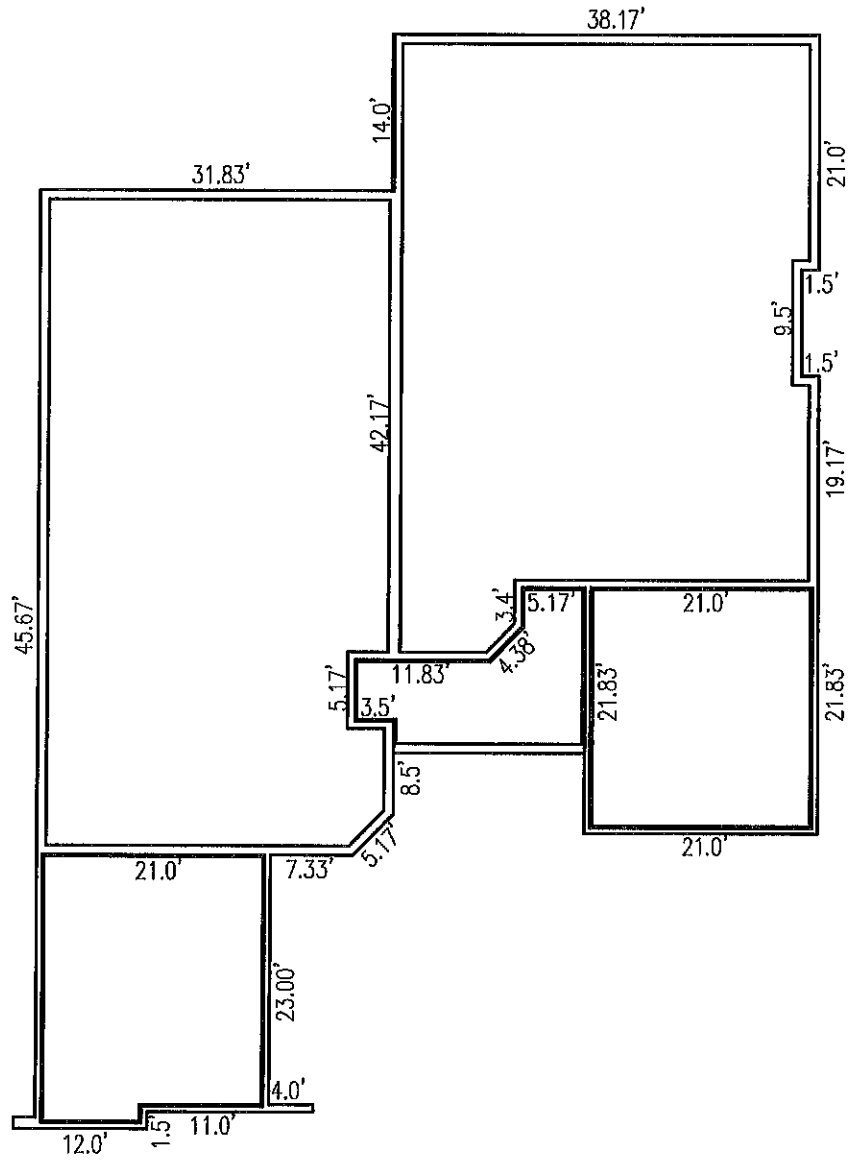
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 41

UNIT 42

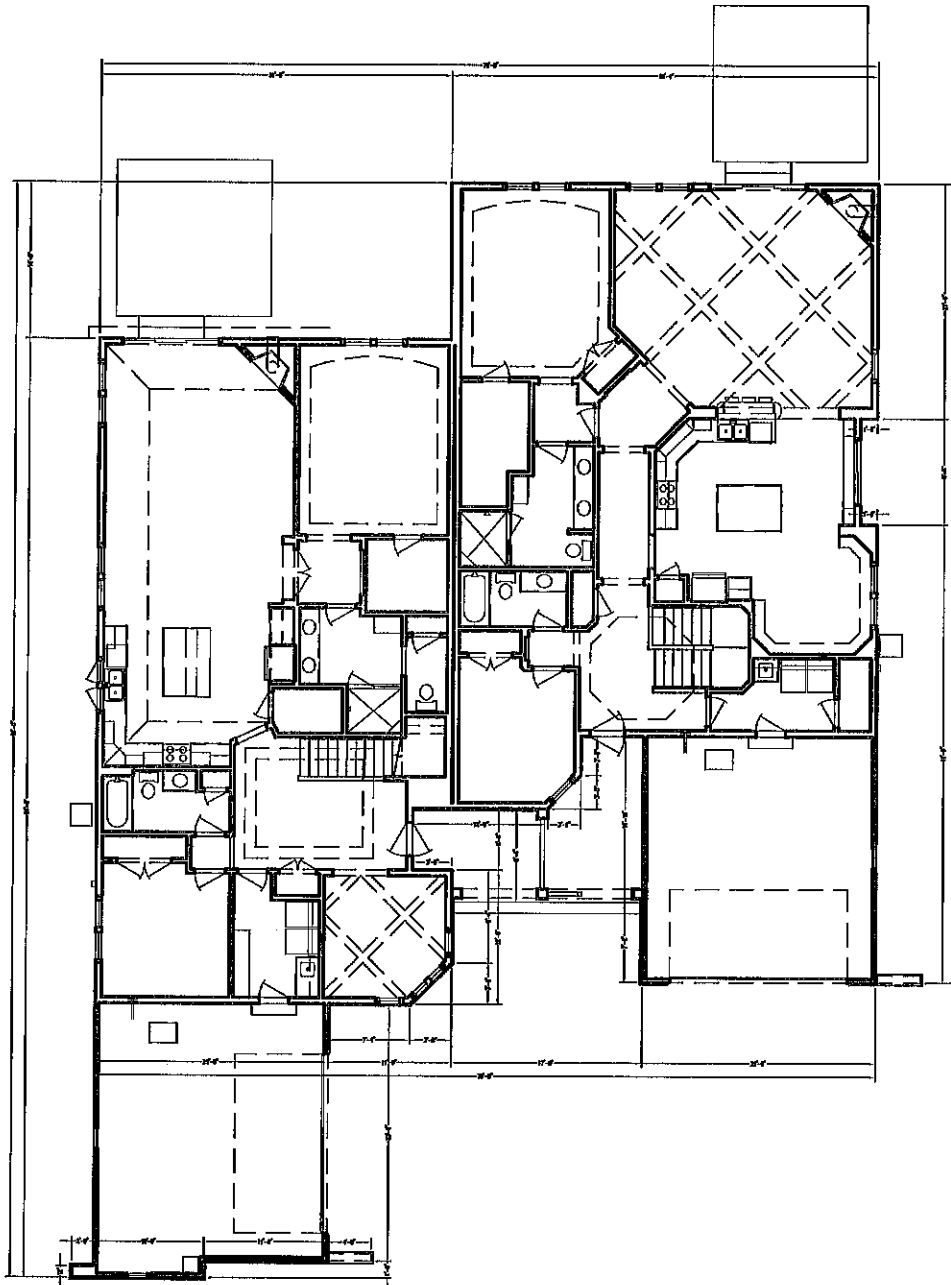
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 43

UNIT 44

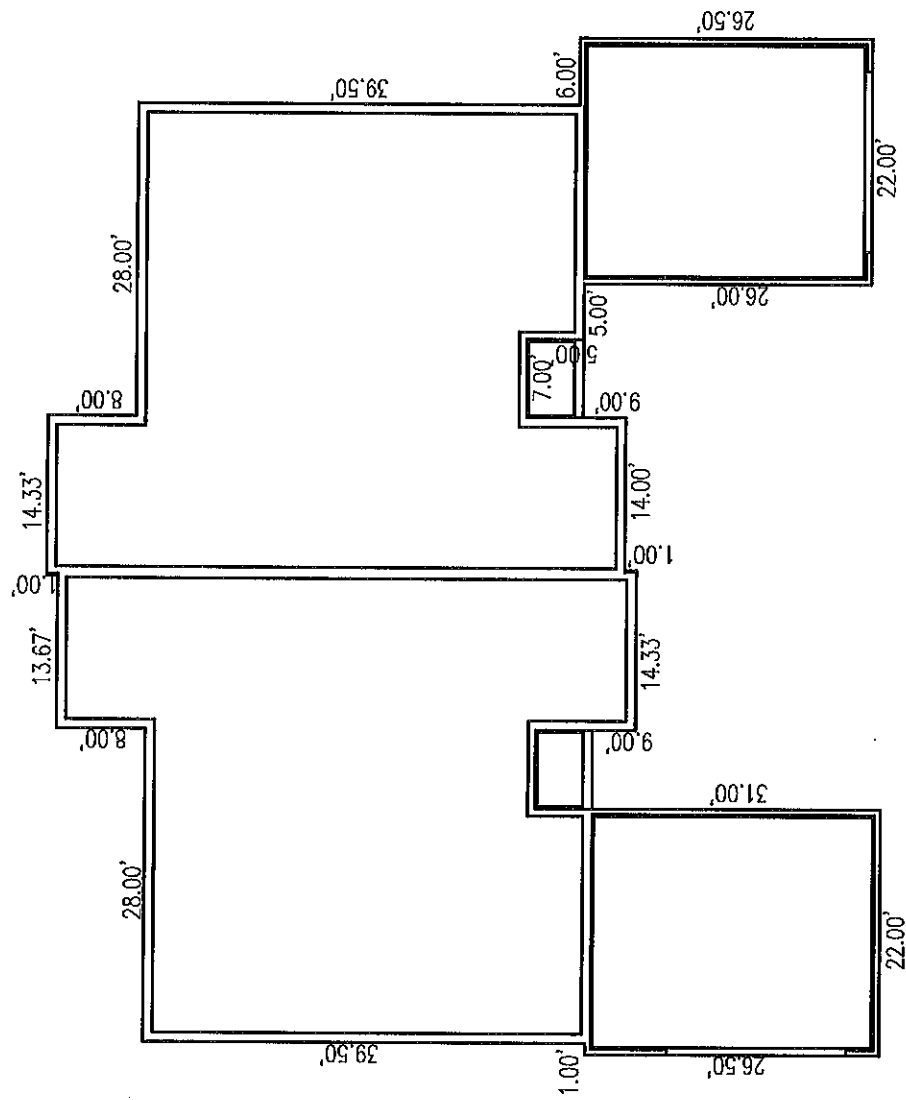
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 43

UNIT 44

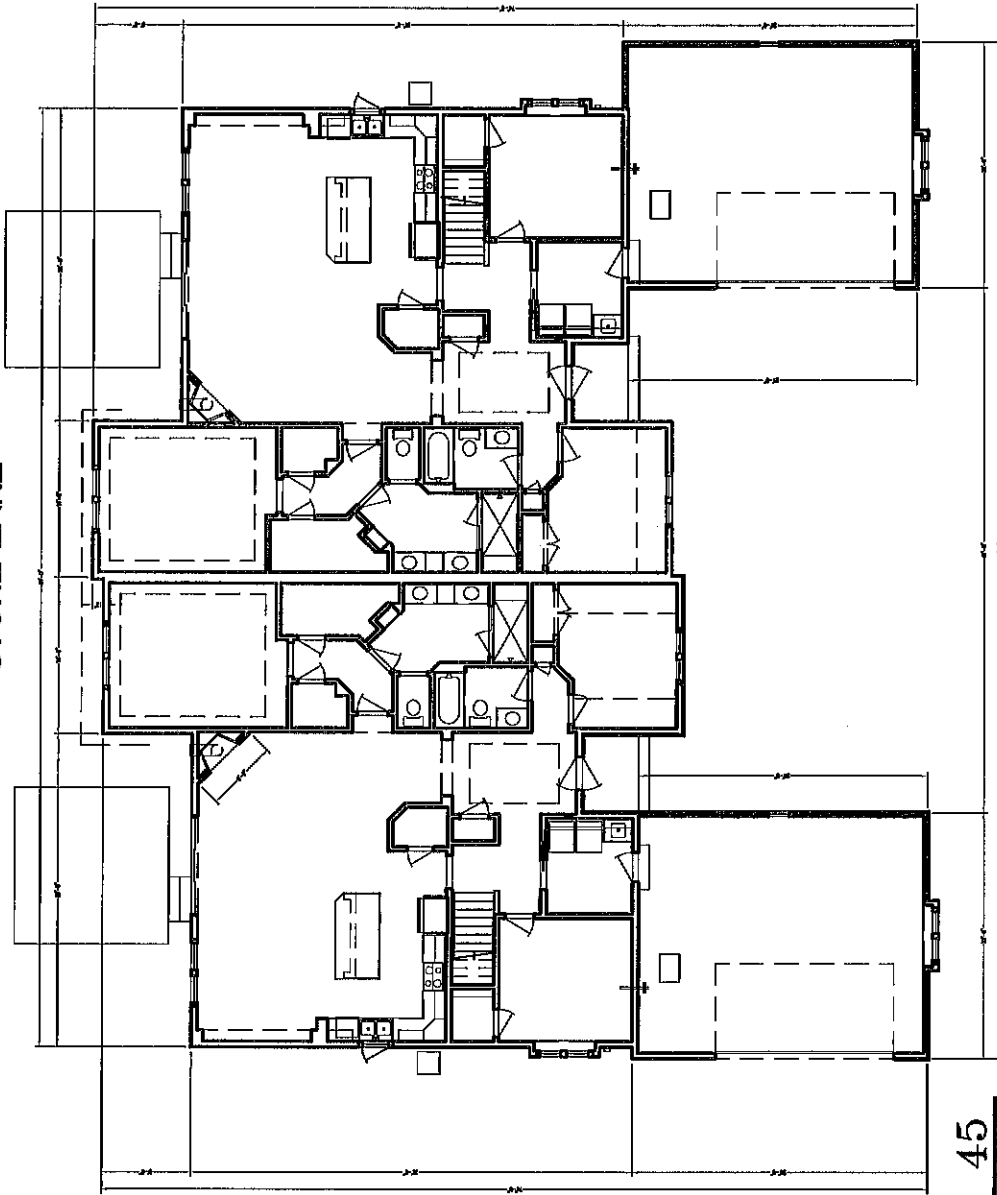
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 45

UNIT 46

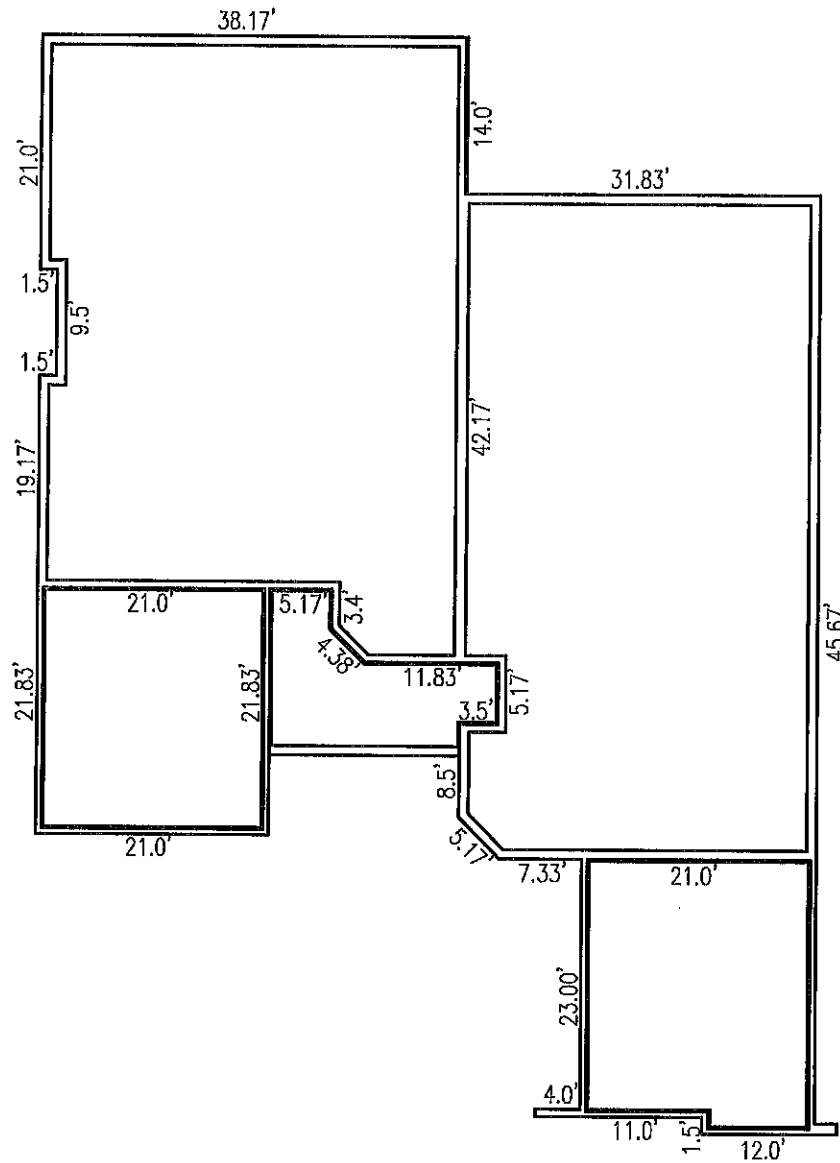
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 46

UNIT 45

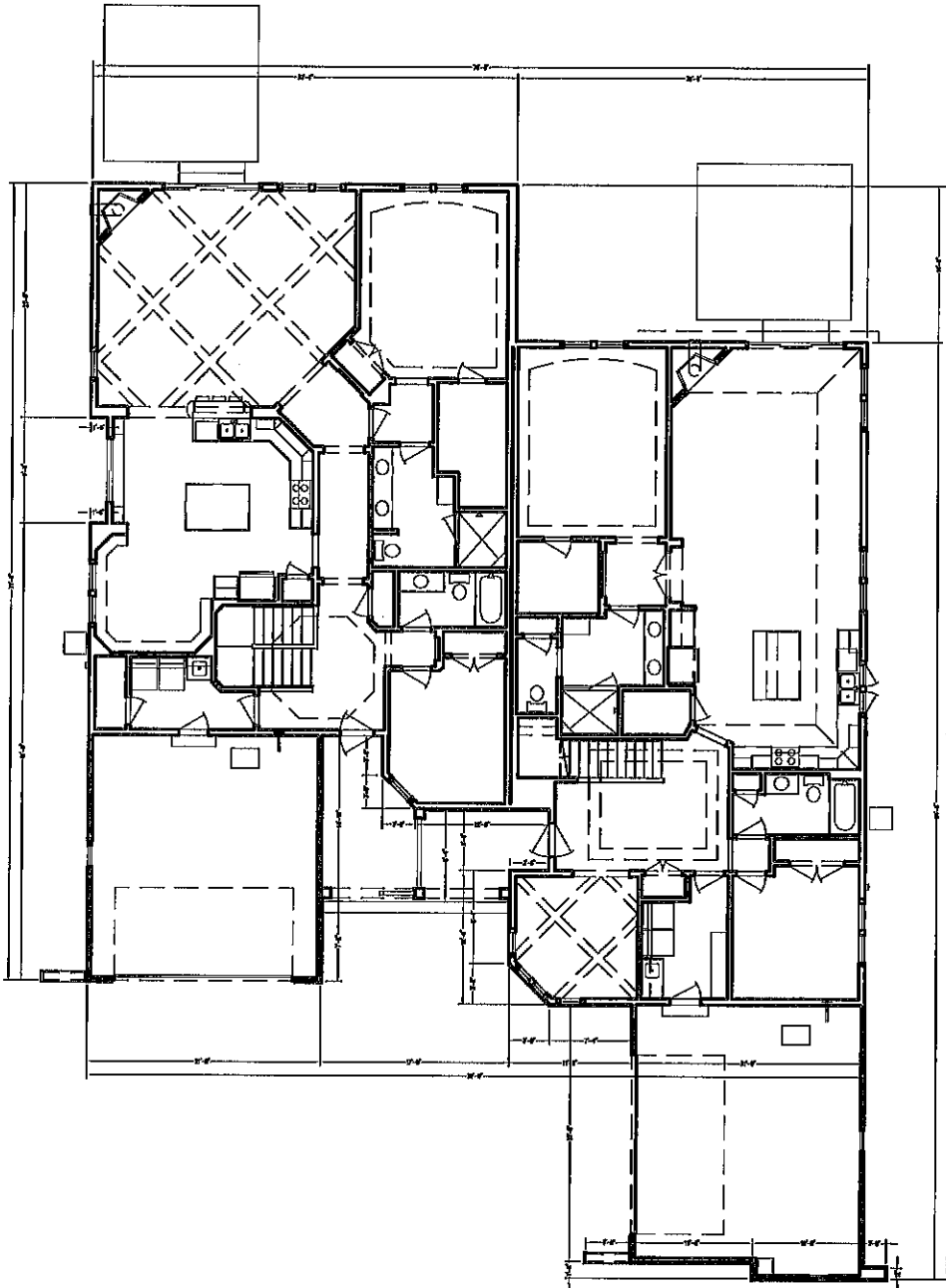
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 47

UNIT 48

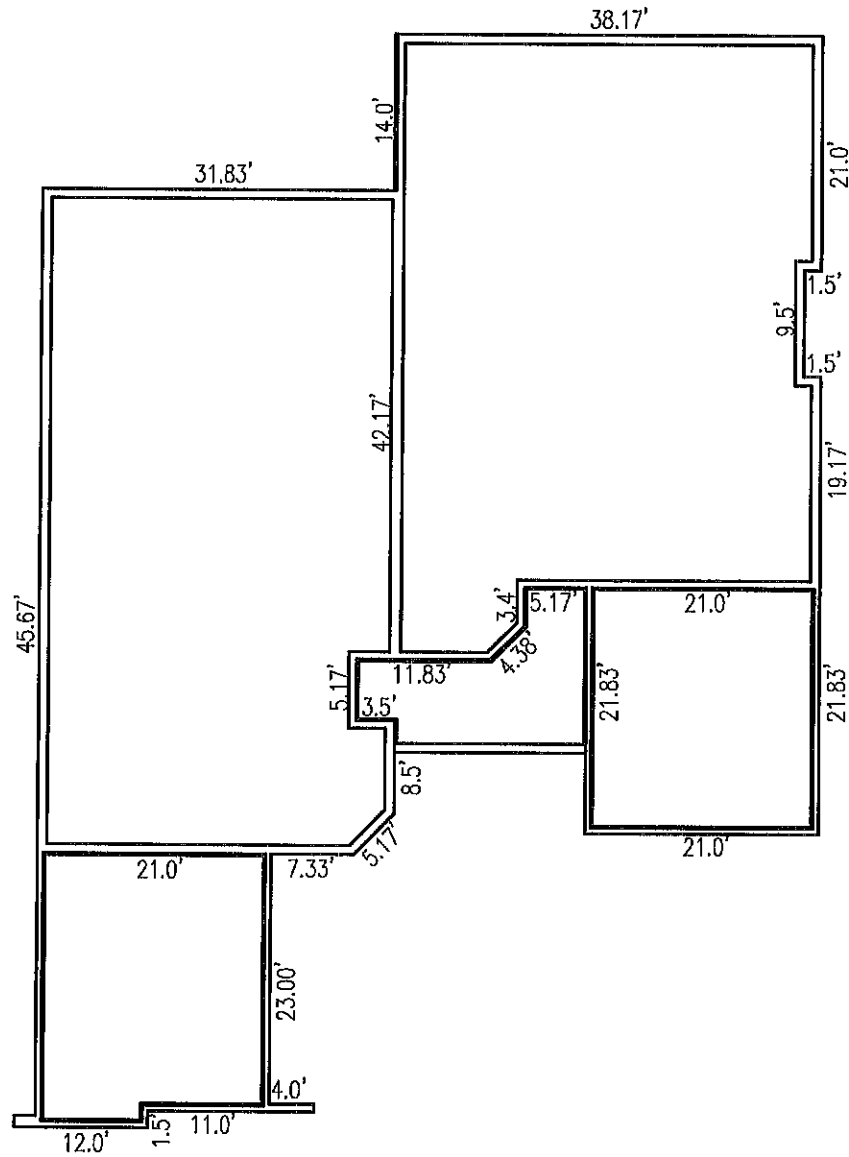
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 47

UNIT 48

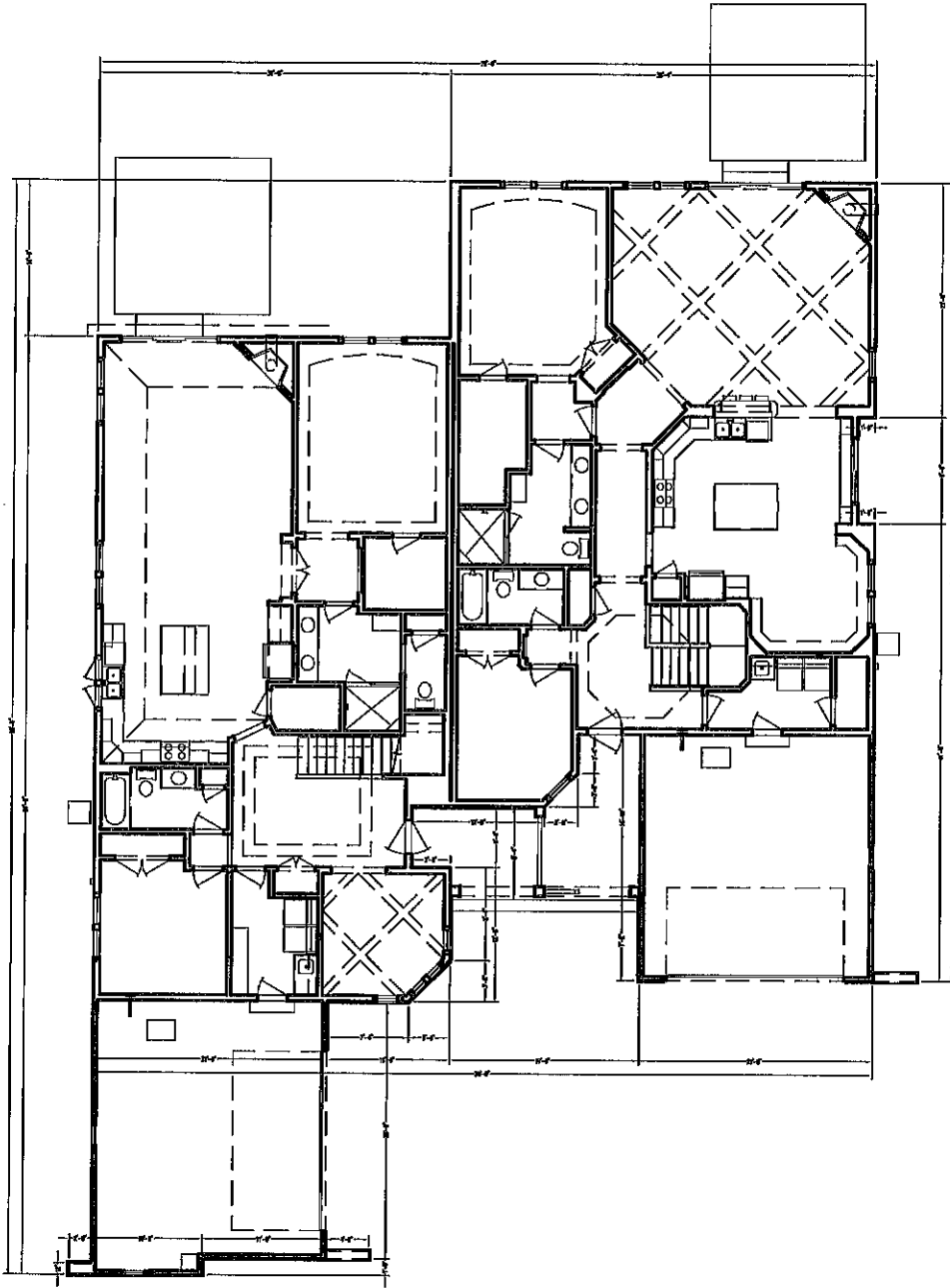
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 49

UNIT 50

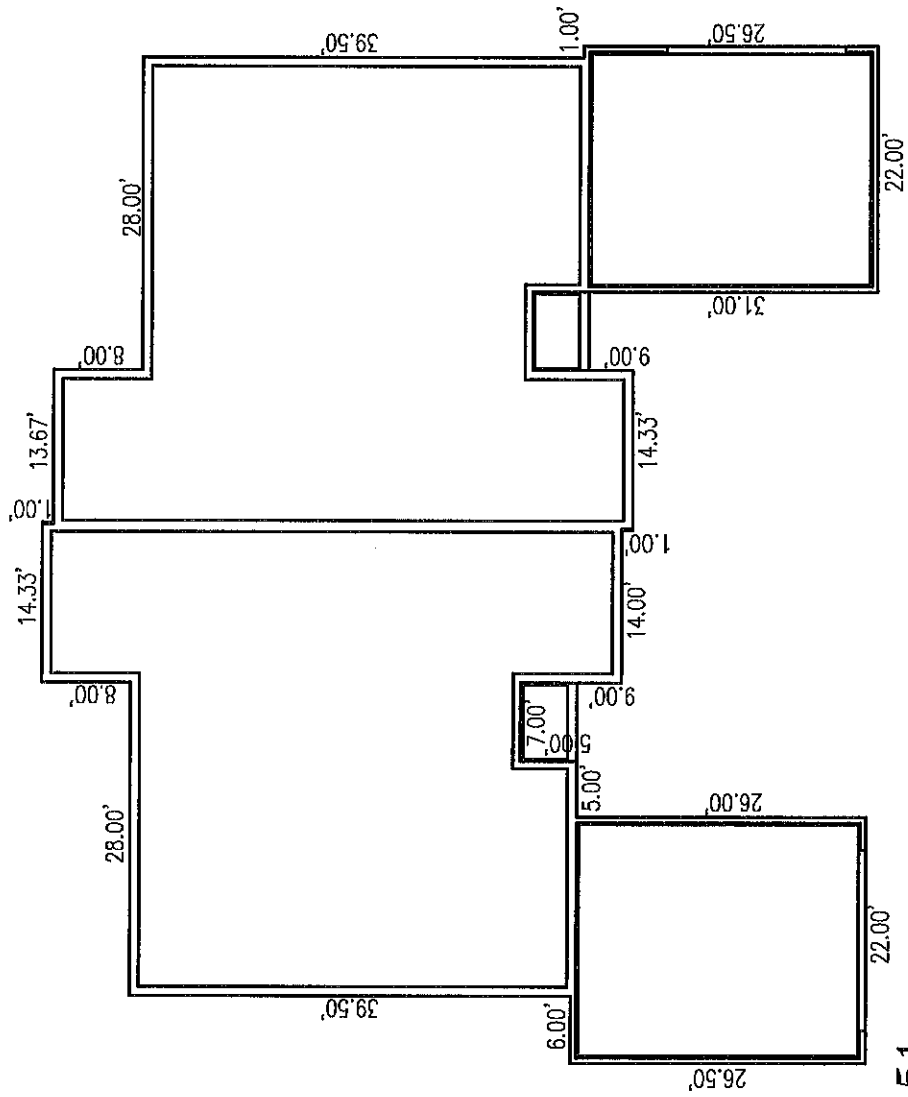
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 49

UNIT 50

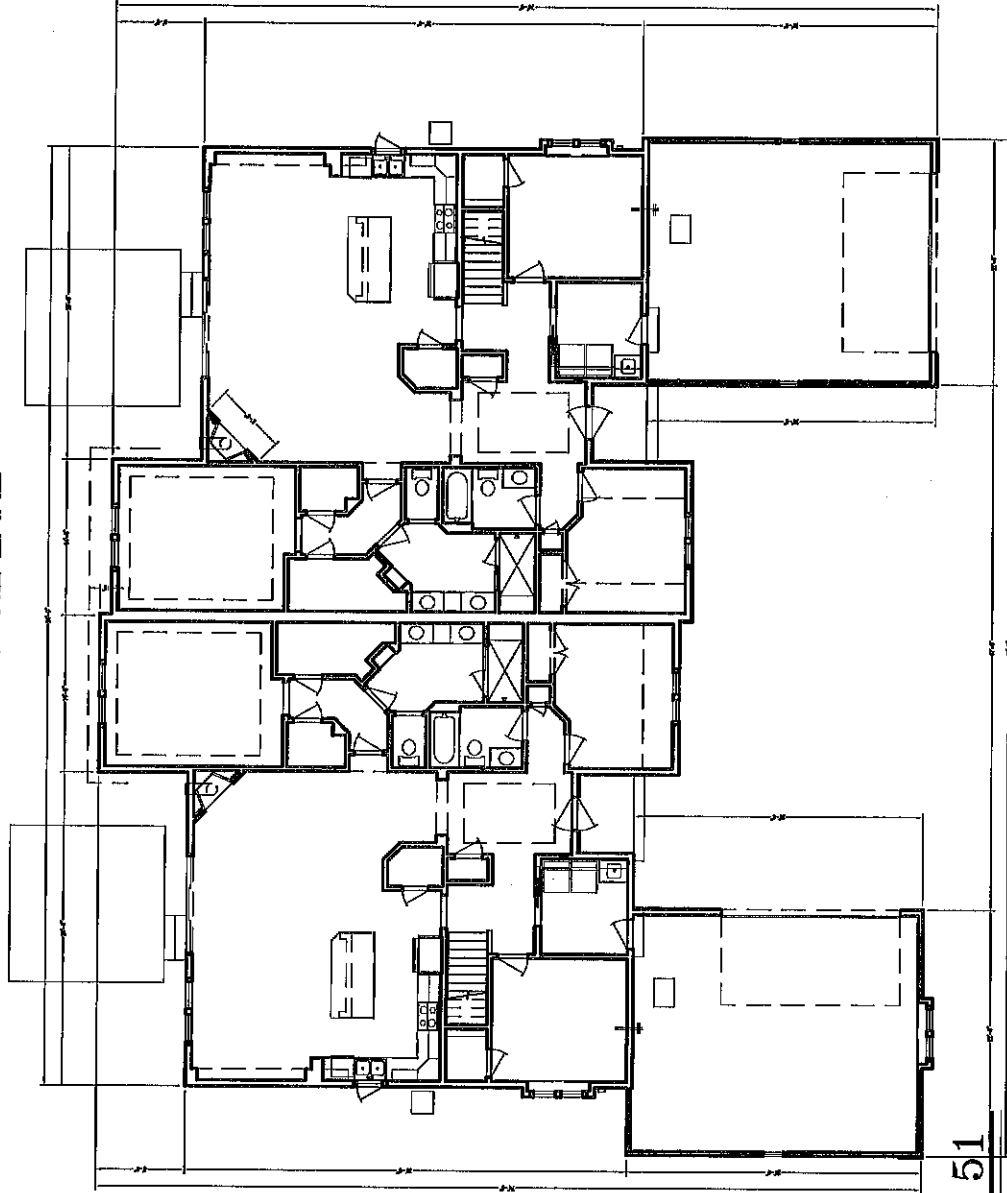
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 52

UNIT 51

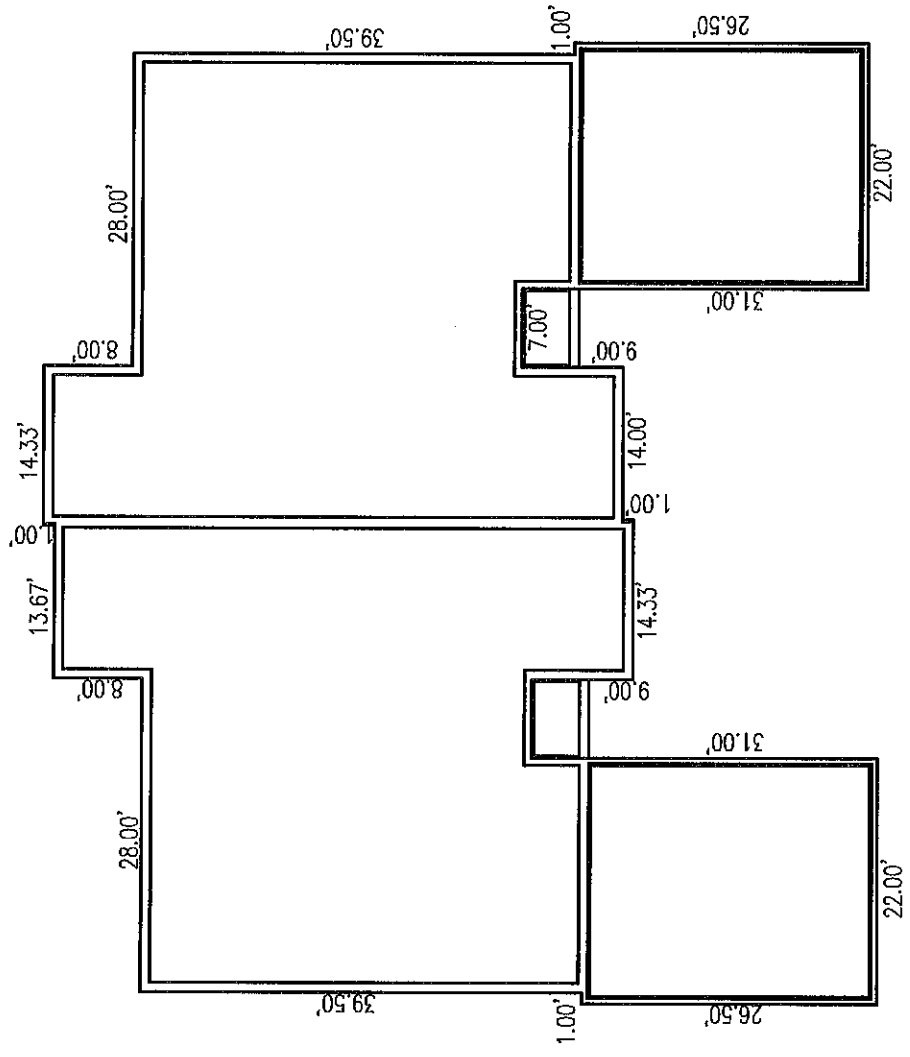
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 51

UNIT 52

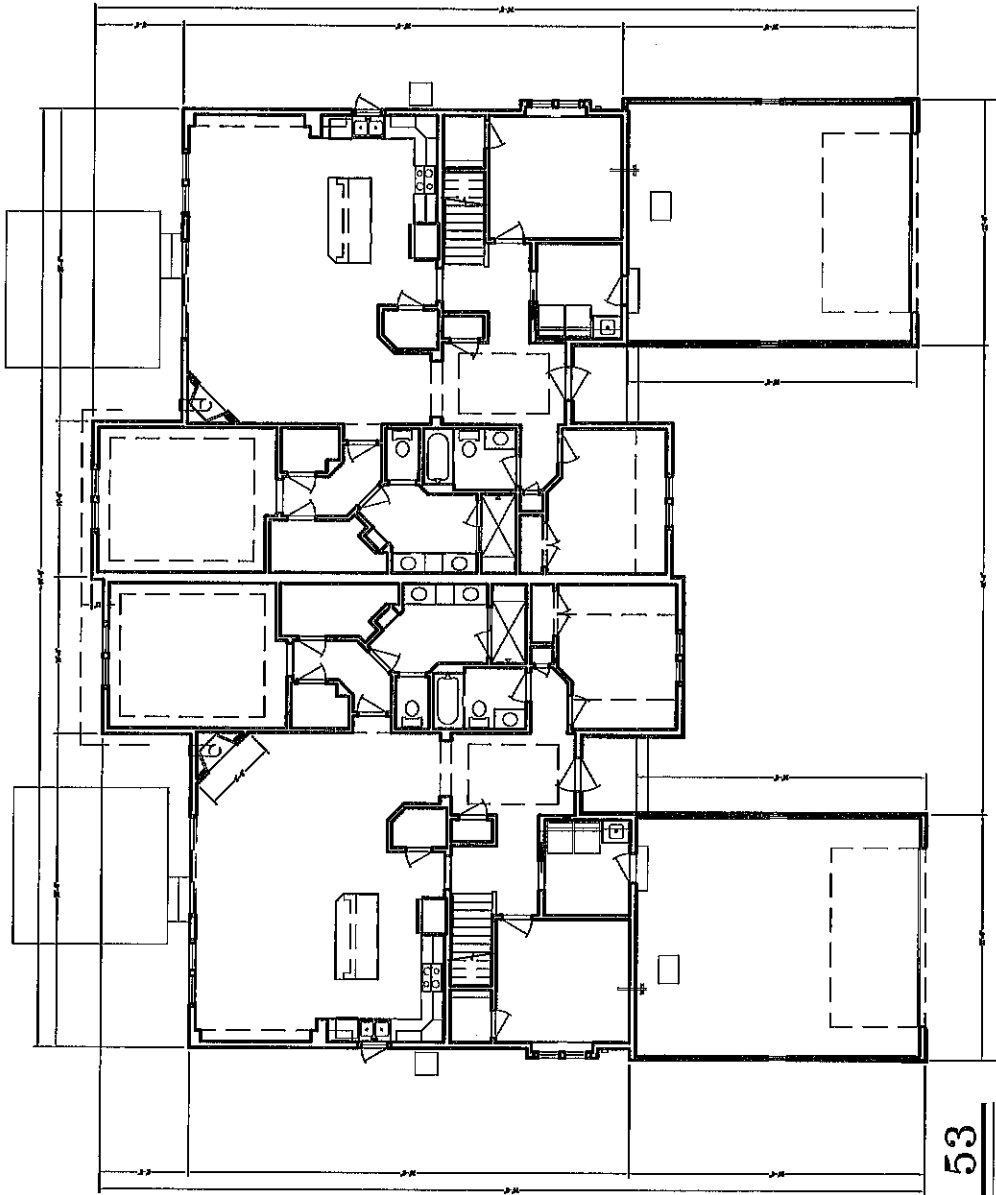
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 53

UNIT 54

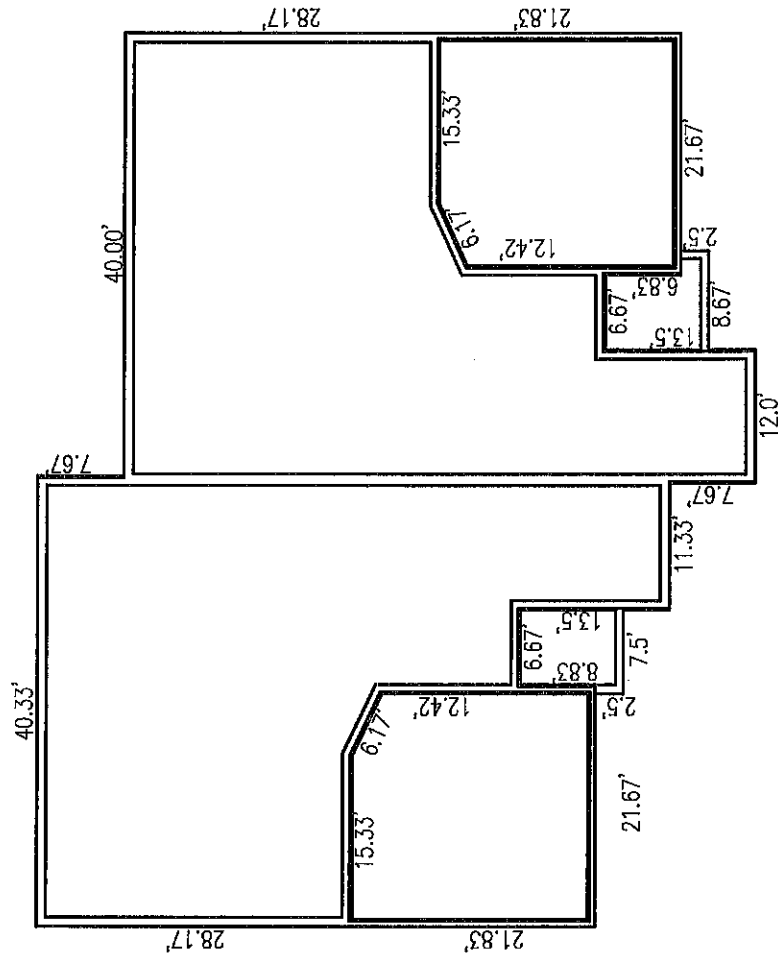
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STONE LAKE



UNIT 53

UNIT 54

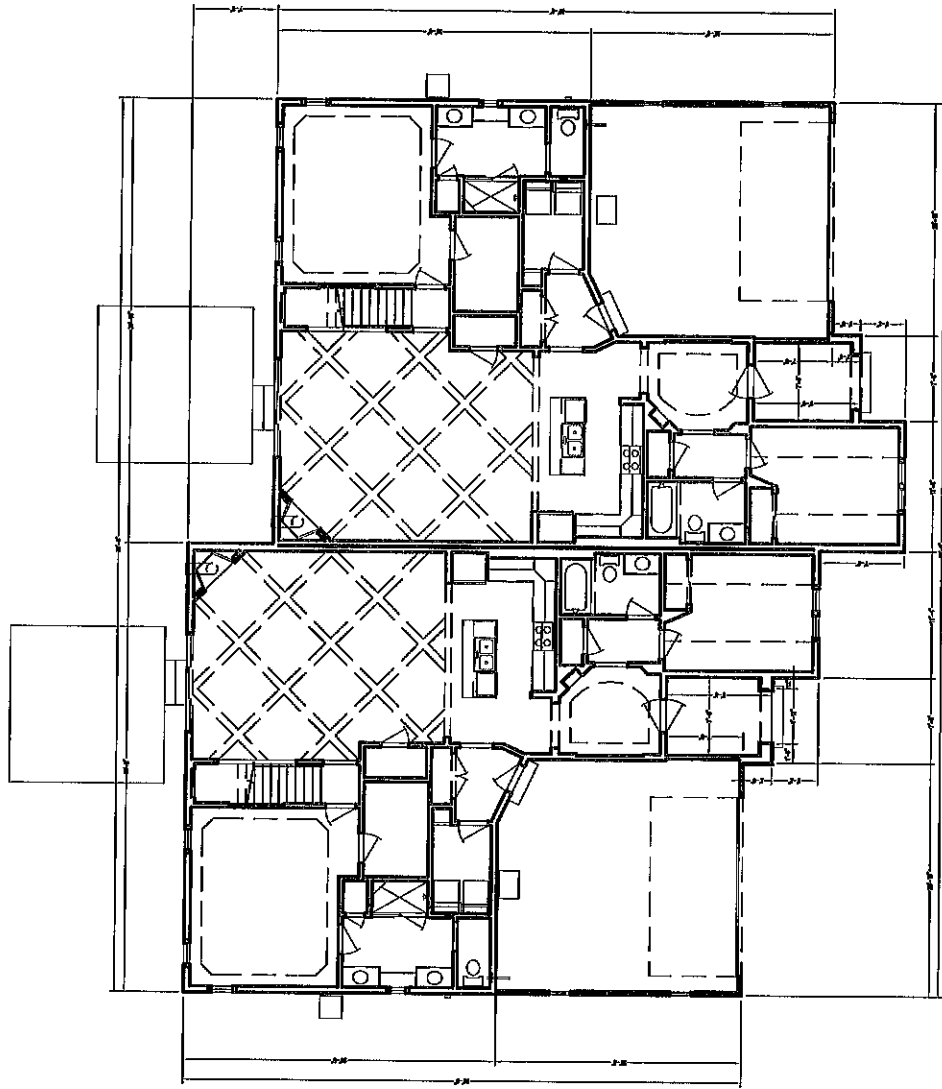
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UNIT 56

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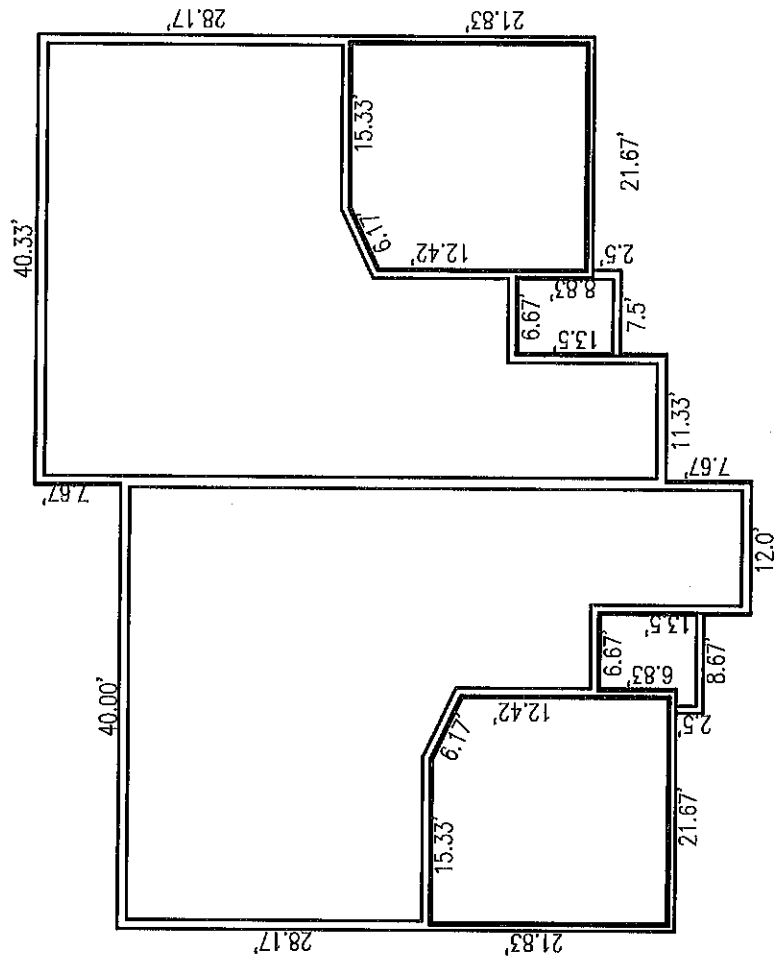
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UNIT 56

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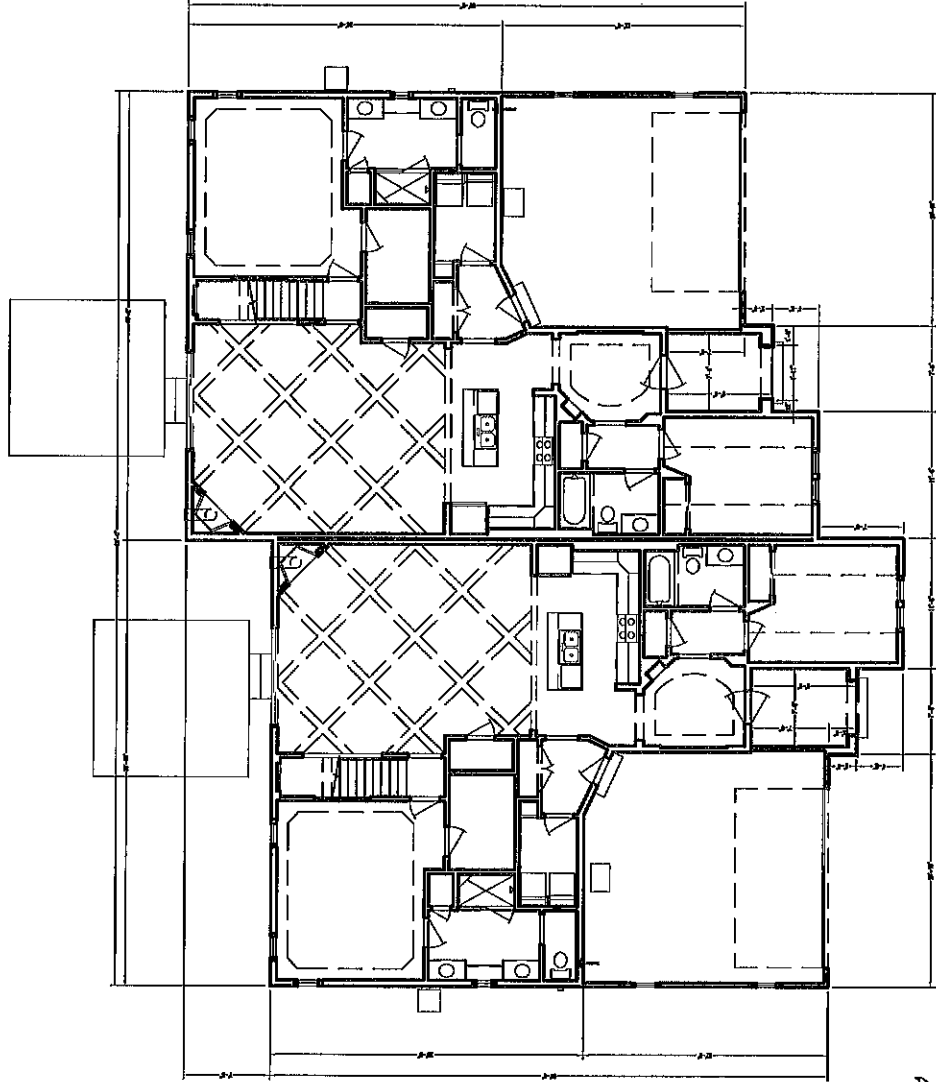
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UNIT 57

UNIT 58

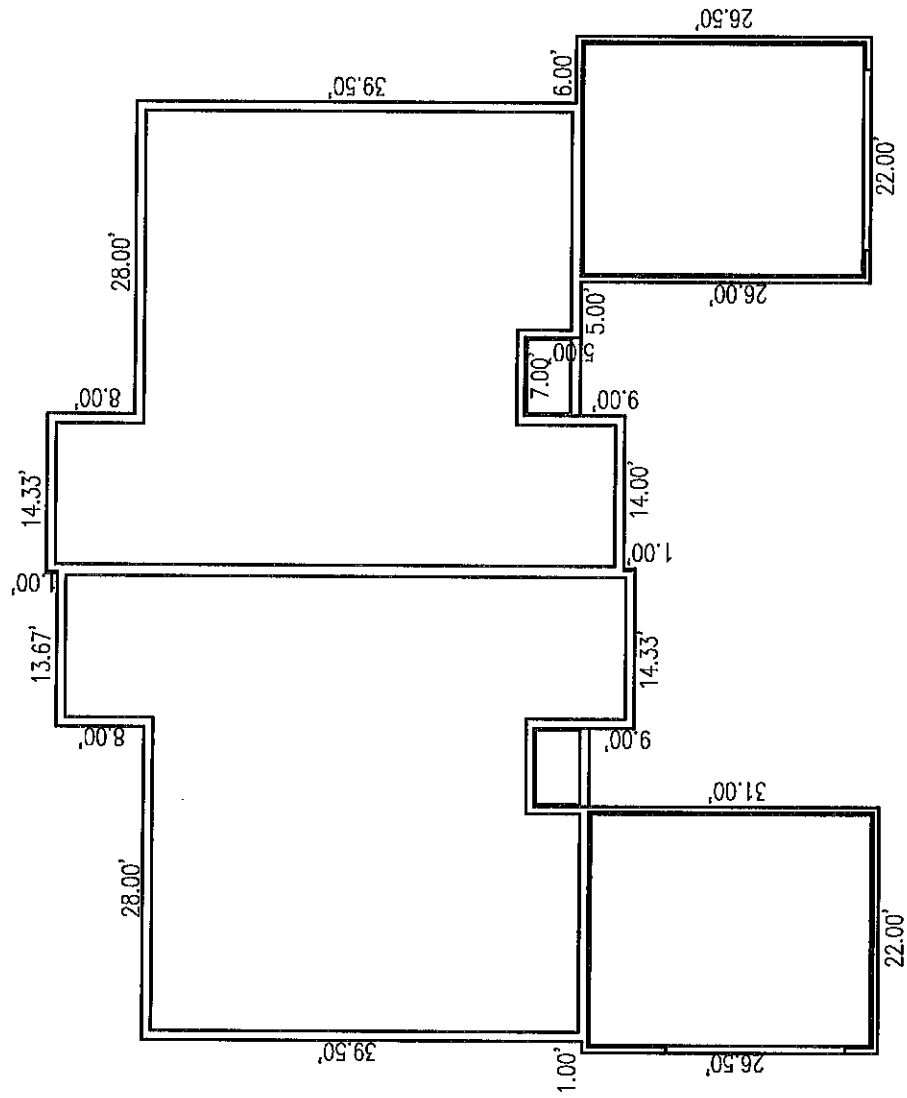
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UNIT 57

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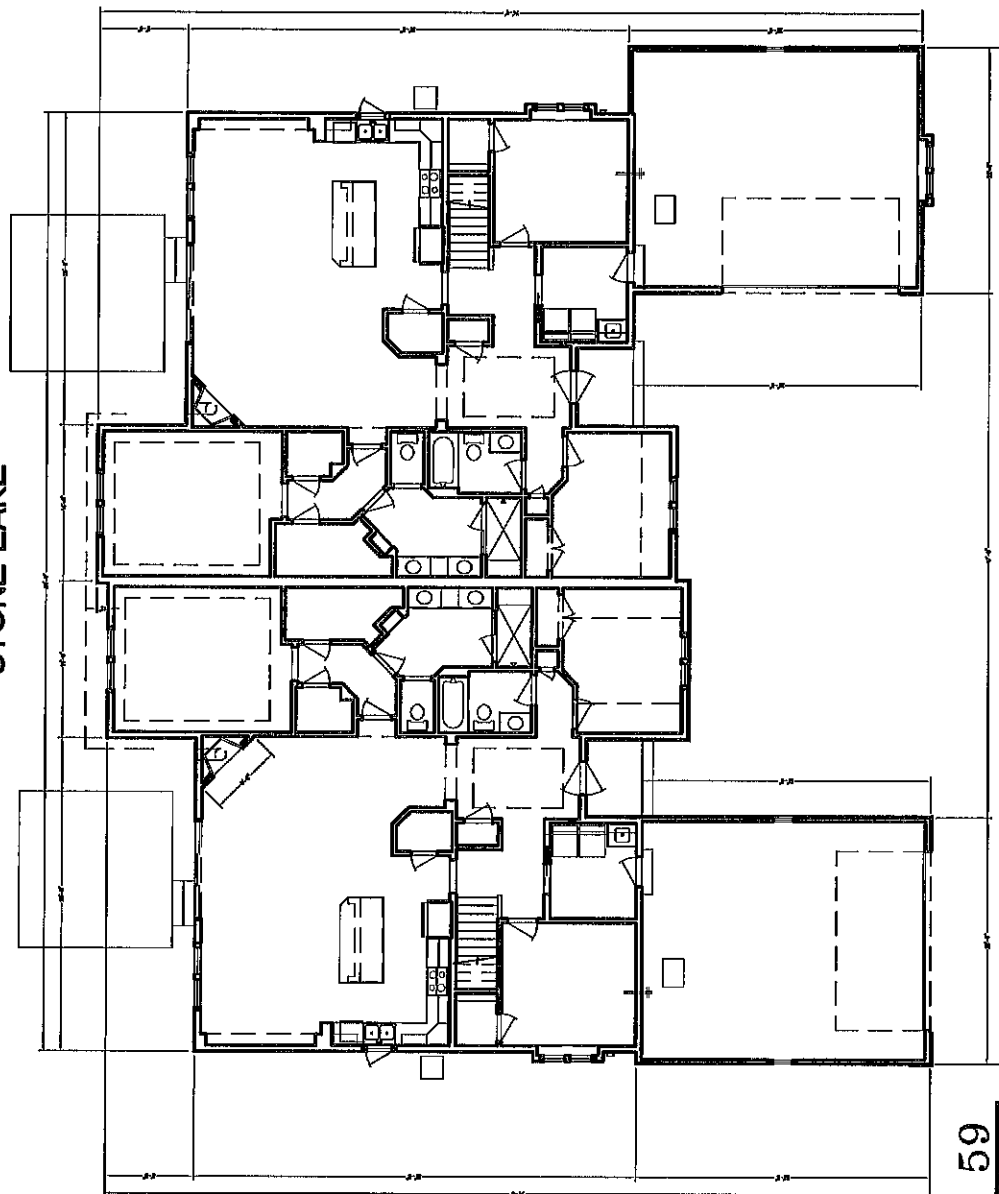
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UNIT 59

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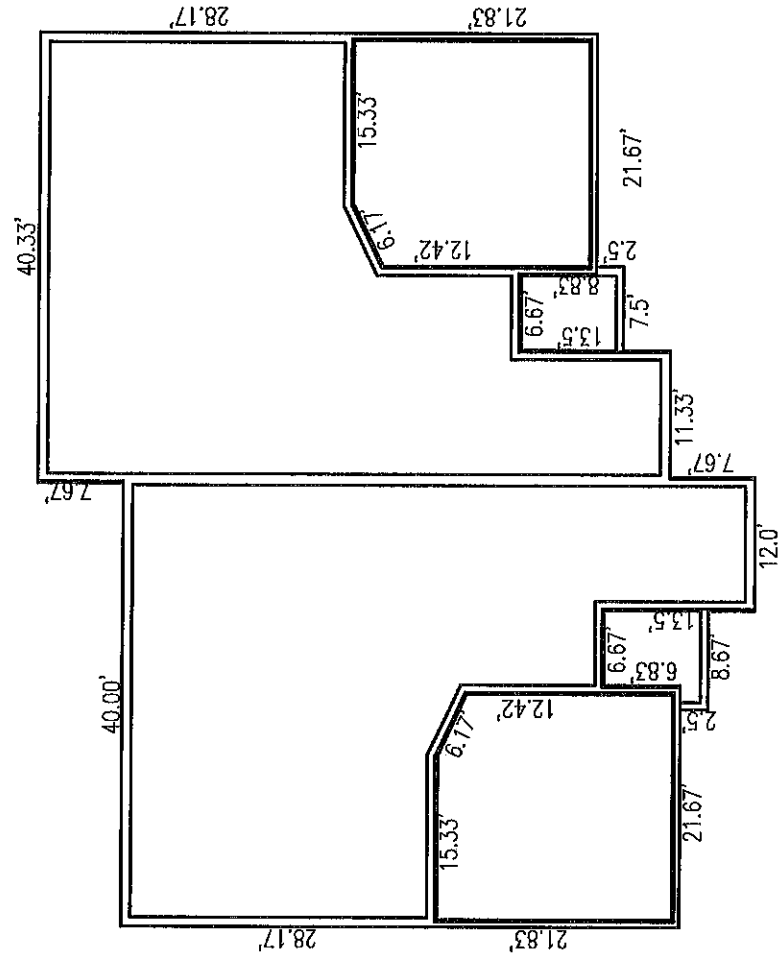
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UNIT 60

UNIT 59

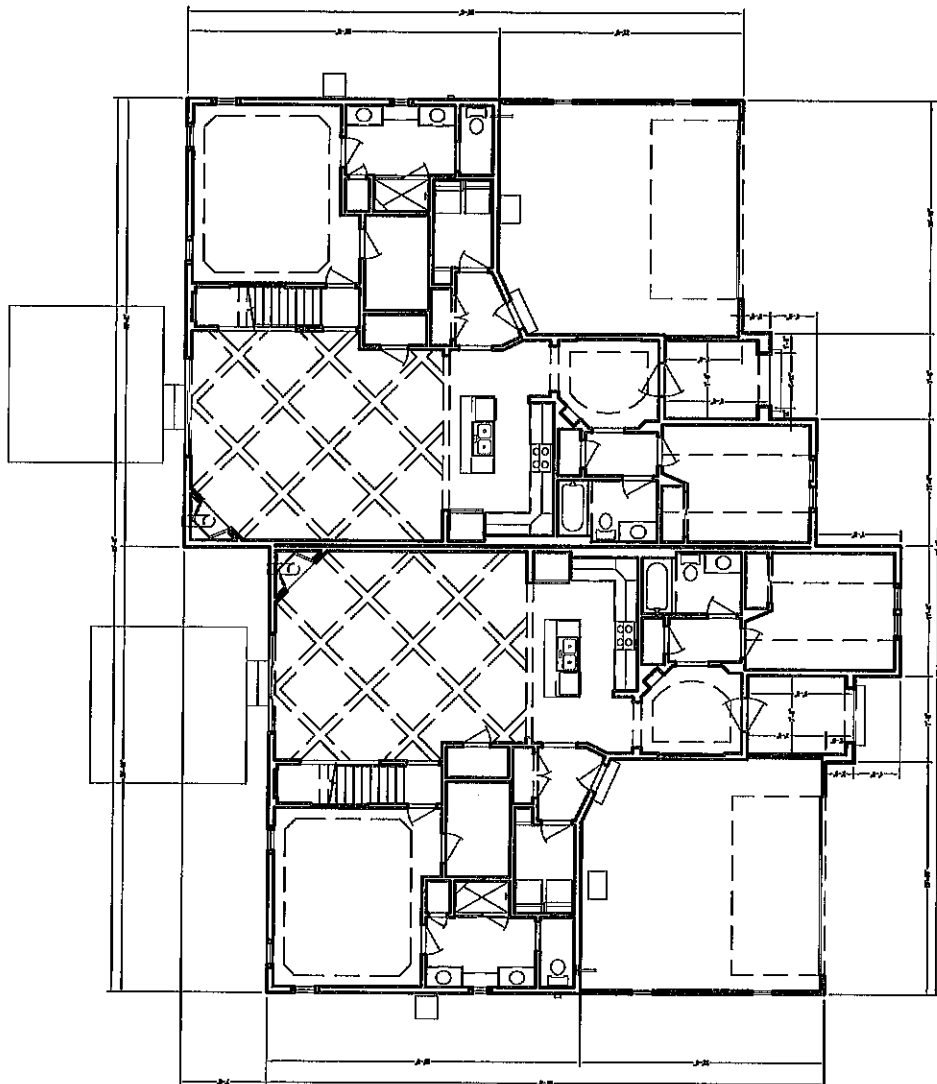
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UNIT 62

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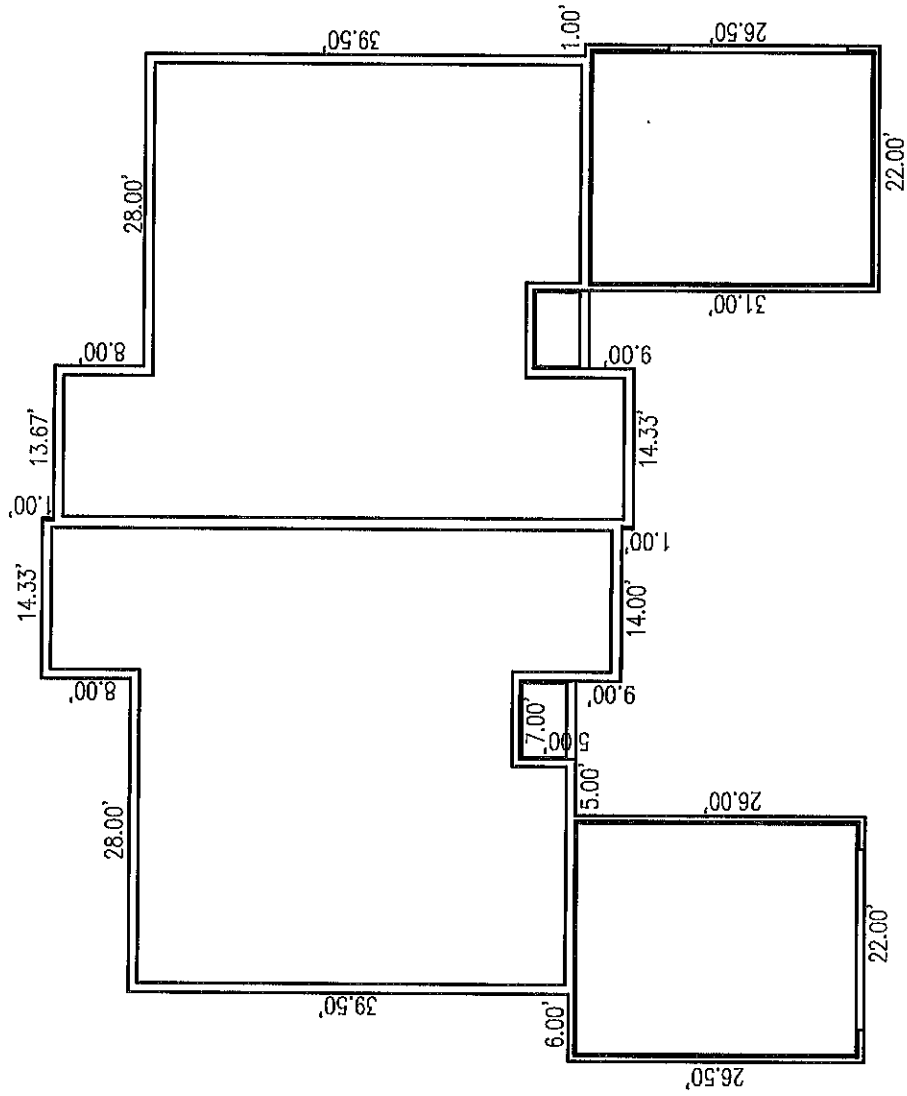
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UNIT 62

UNIT 61

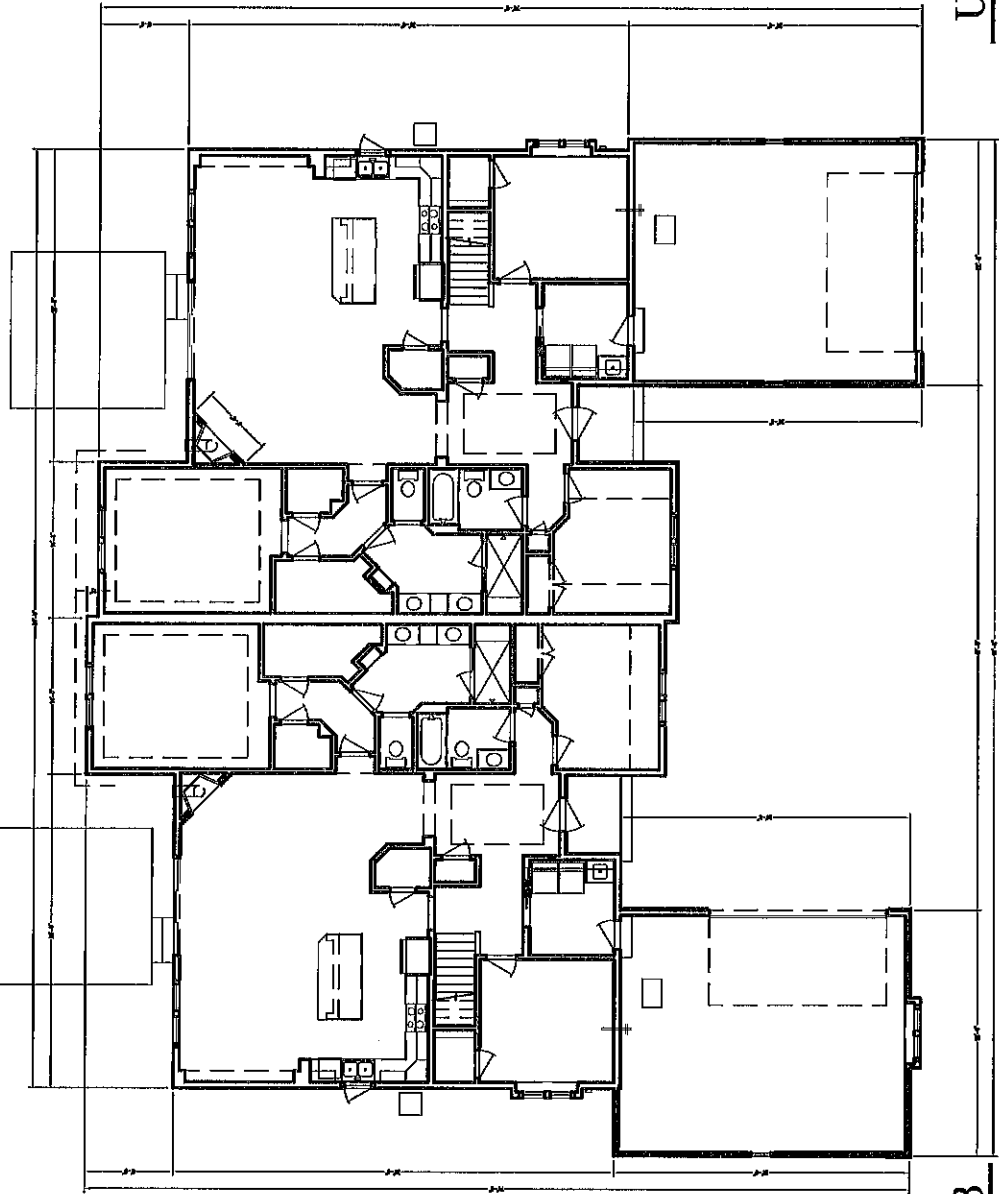
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UNIT 64

UNIT 63

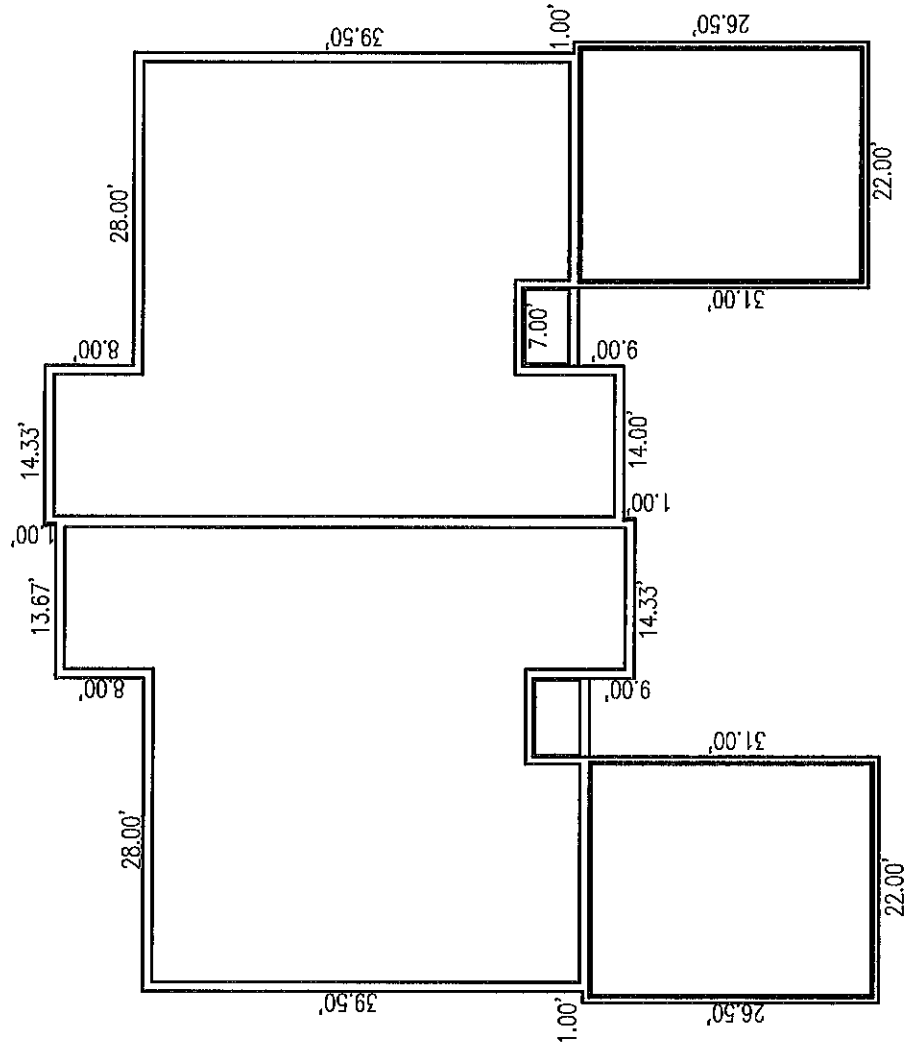
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UNIT 64

UNIT 63

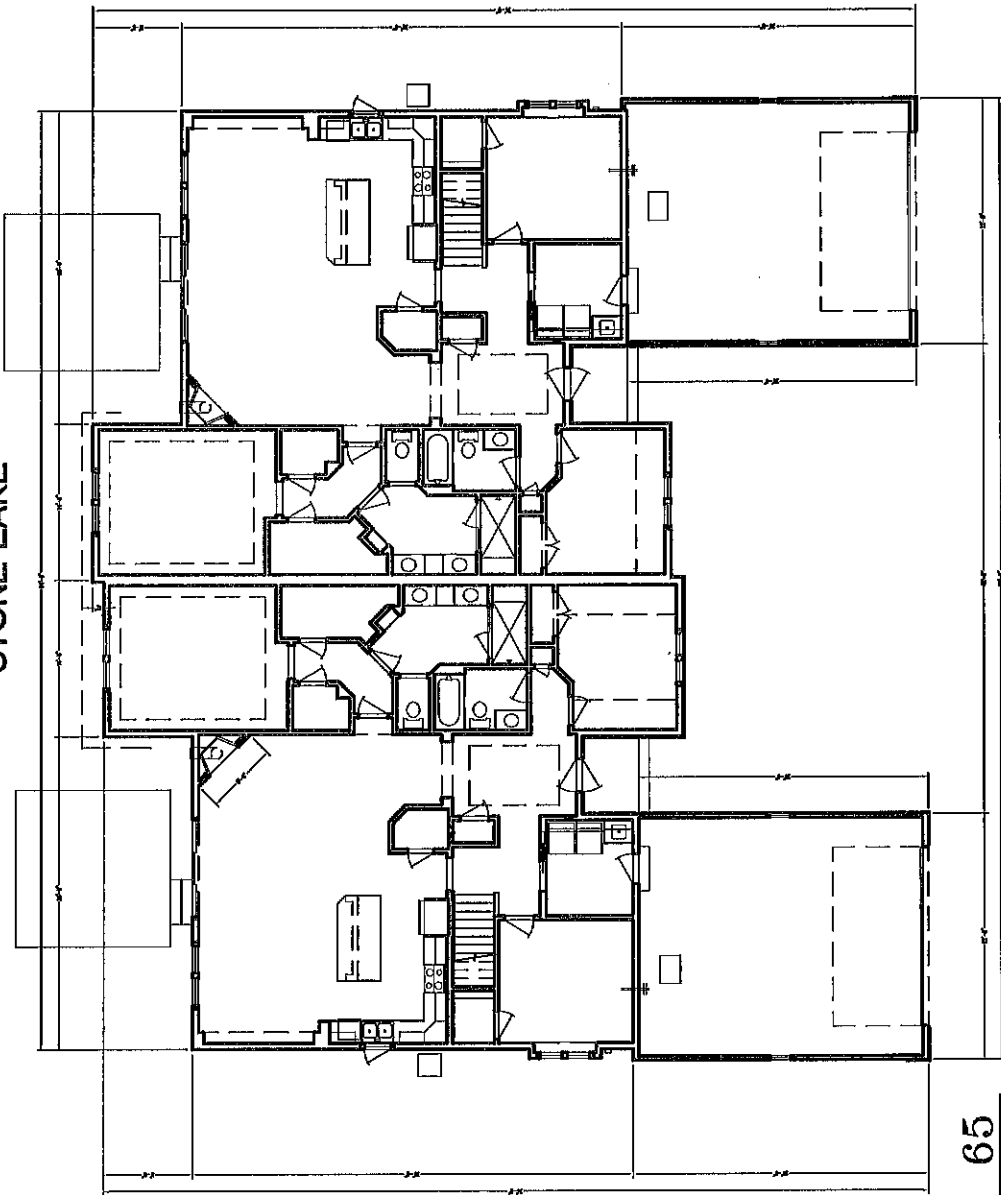
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UNIT 65

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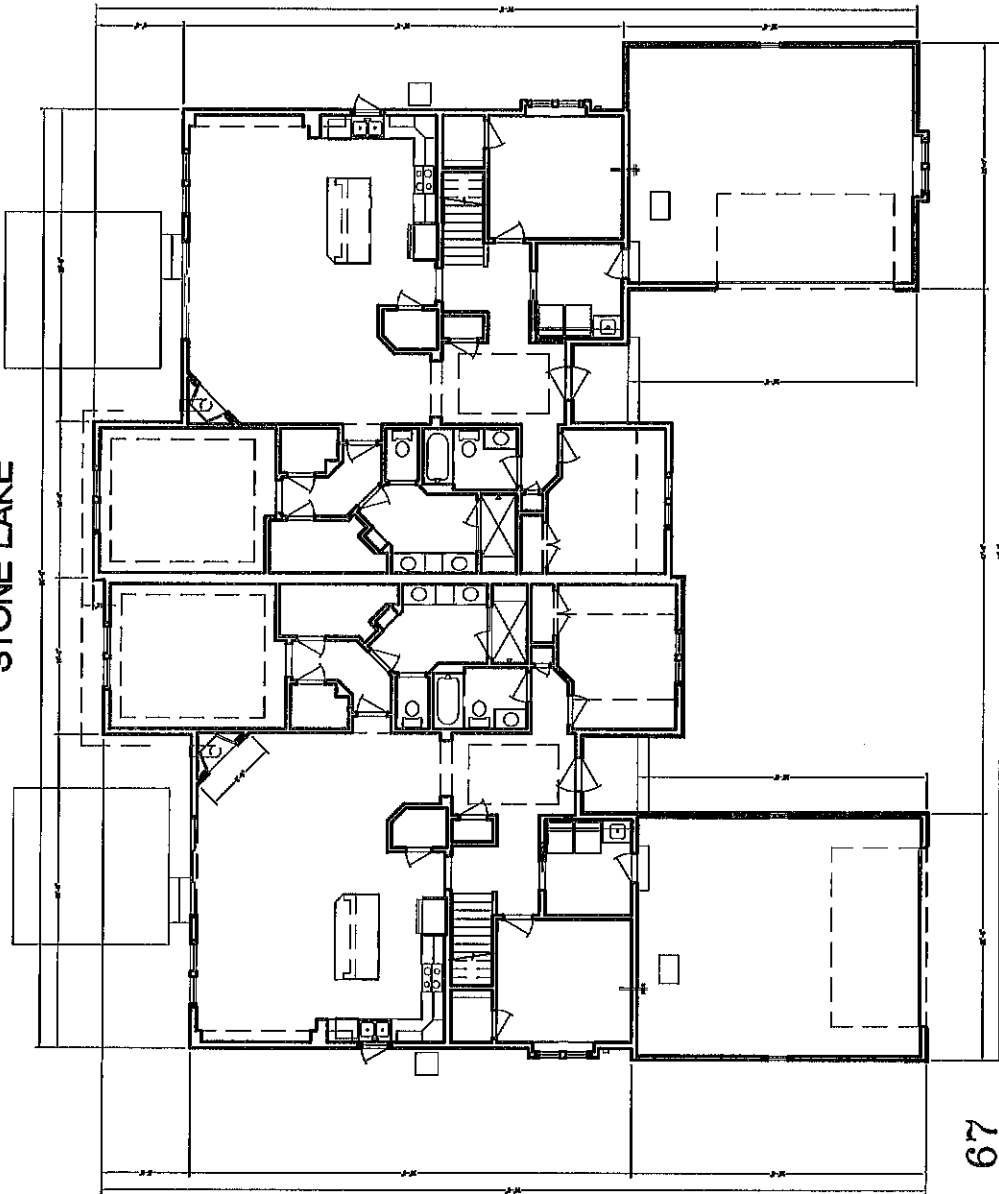
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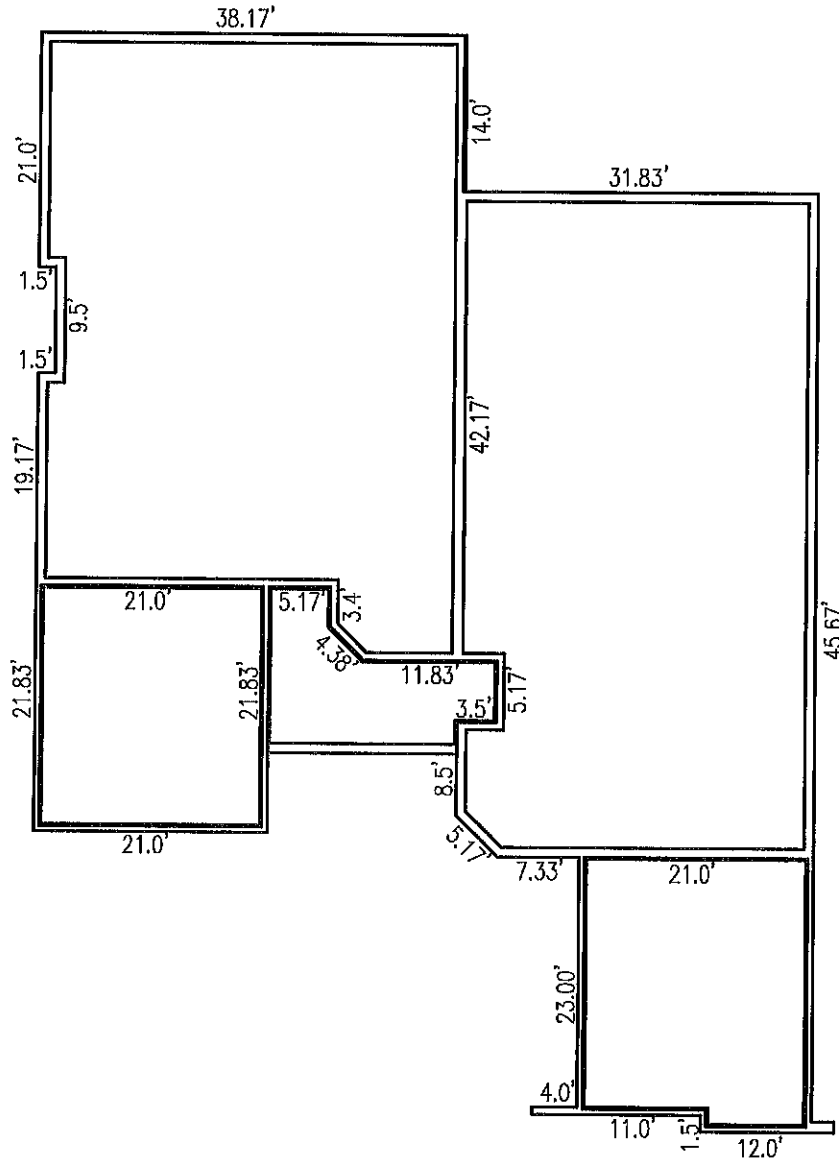
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UNIT 68

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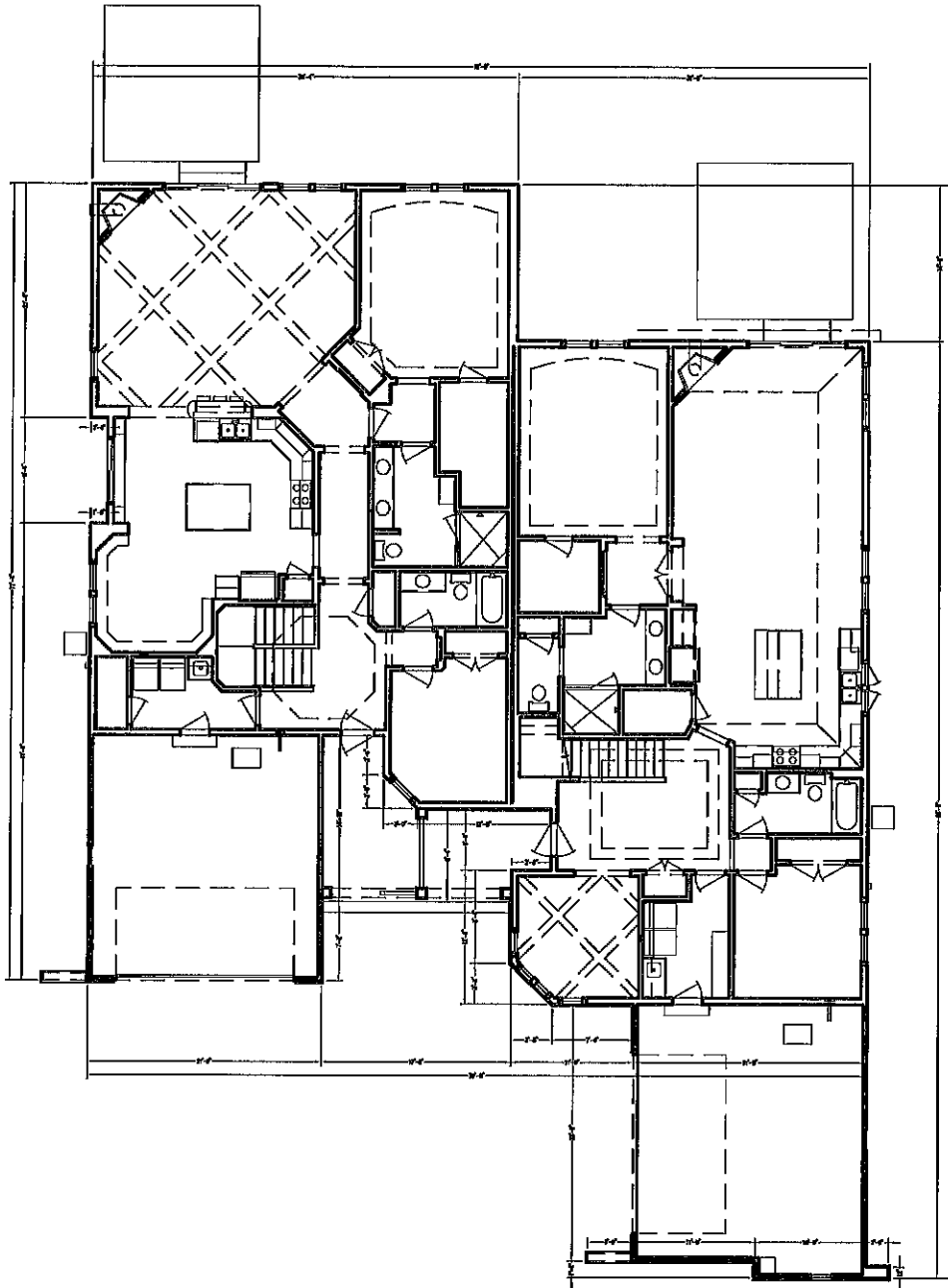
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UNIT 69

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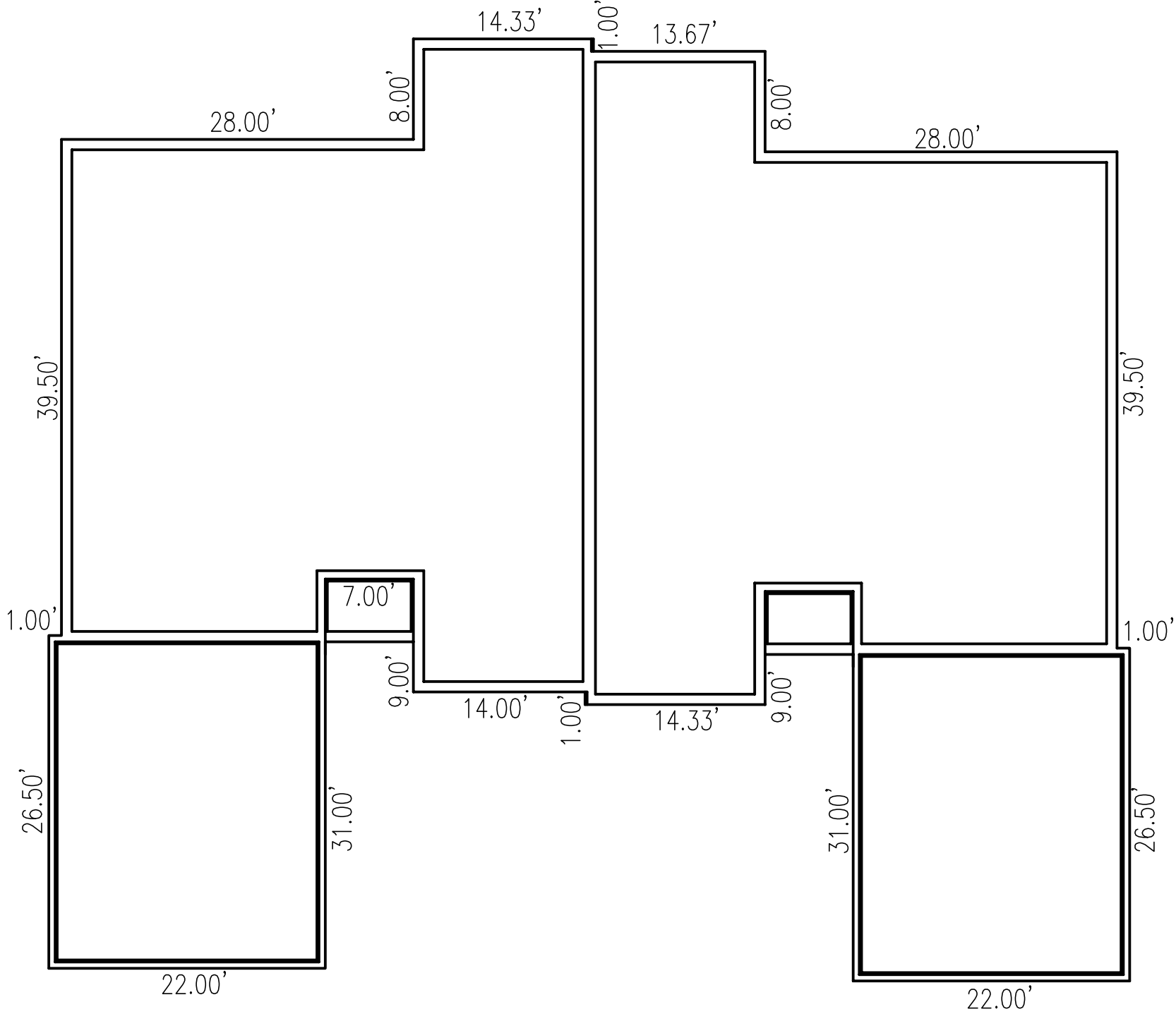
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UNIT 69

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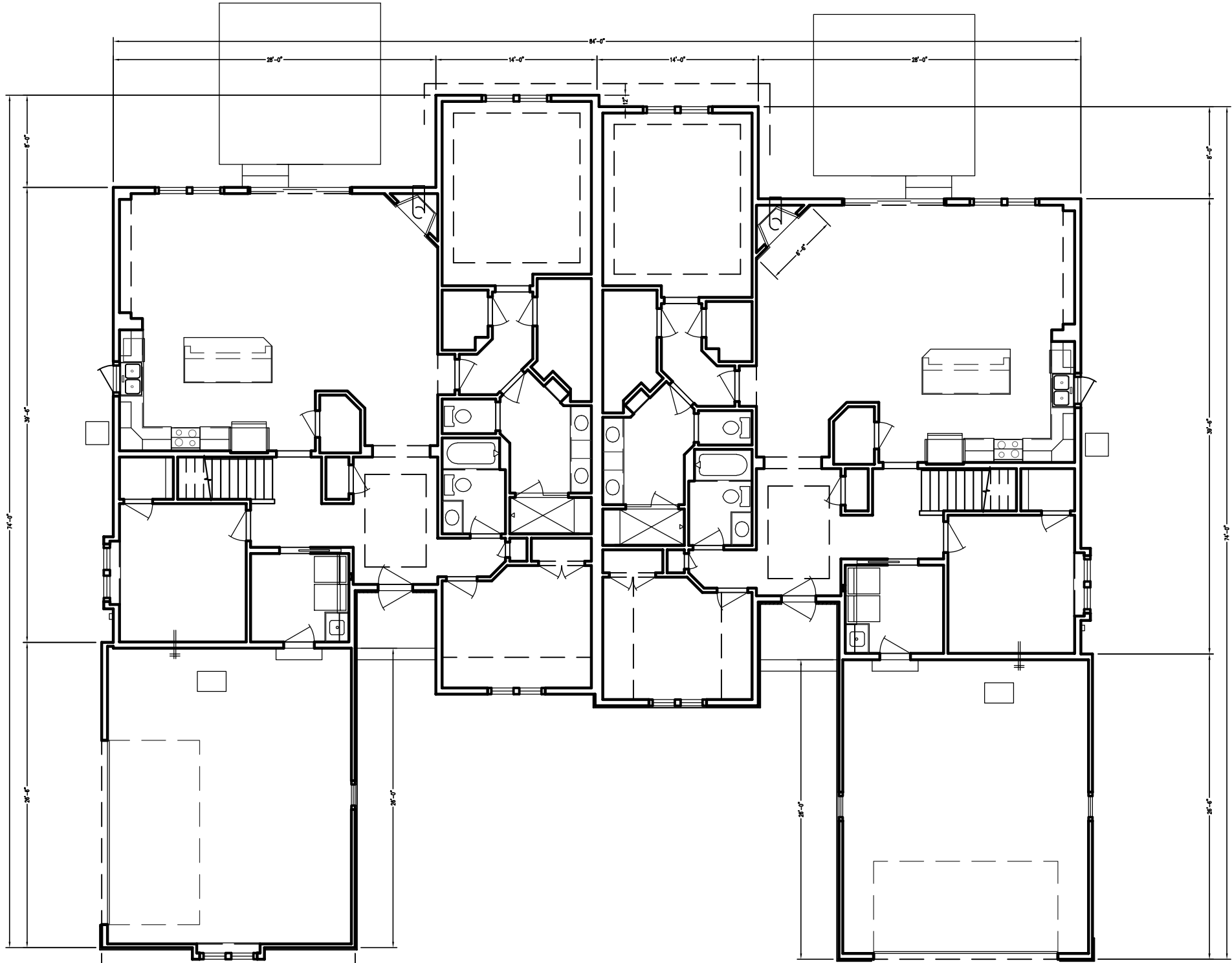
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UNIT 33

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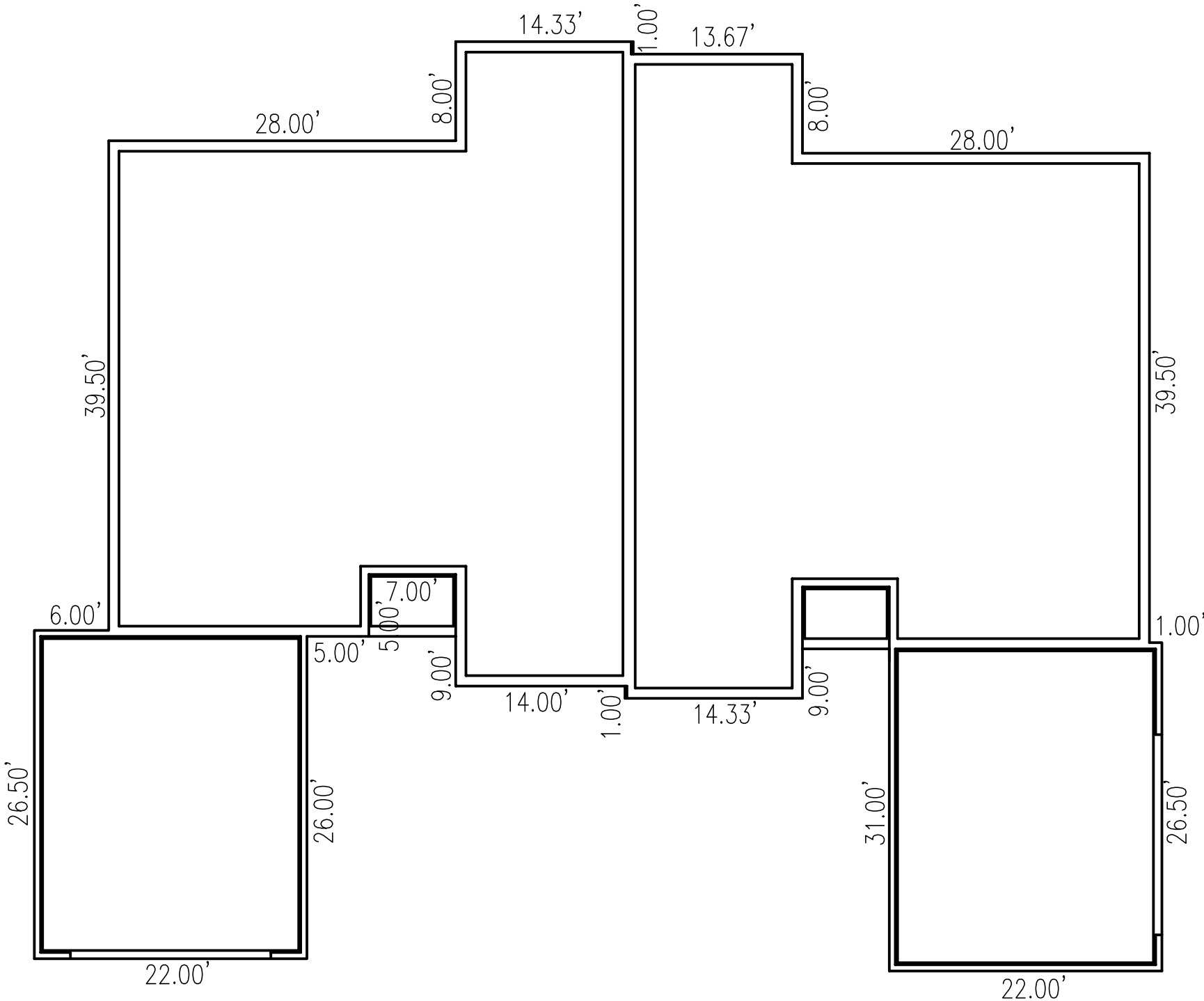
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UNIT 33

UNIT 34

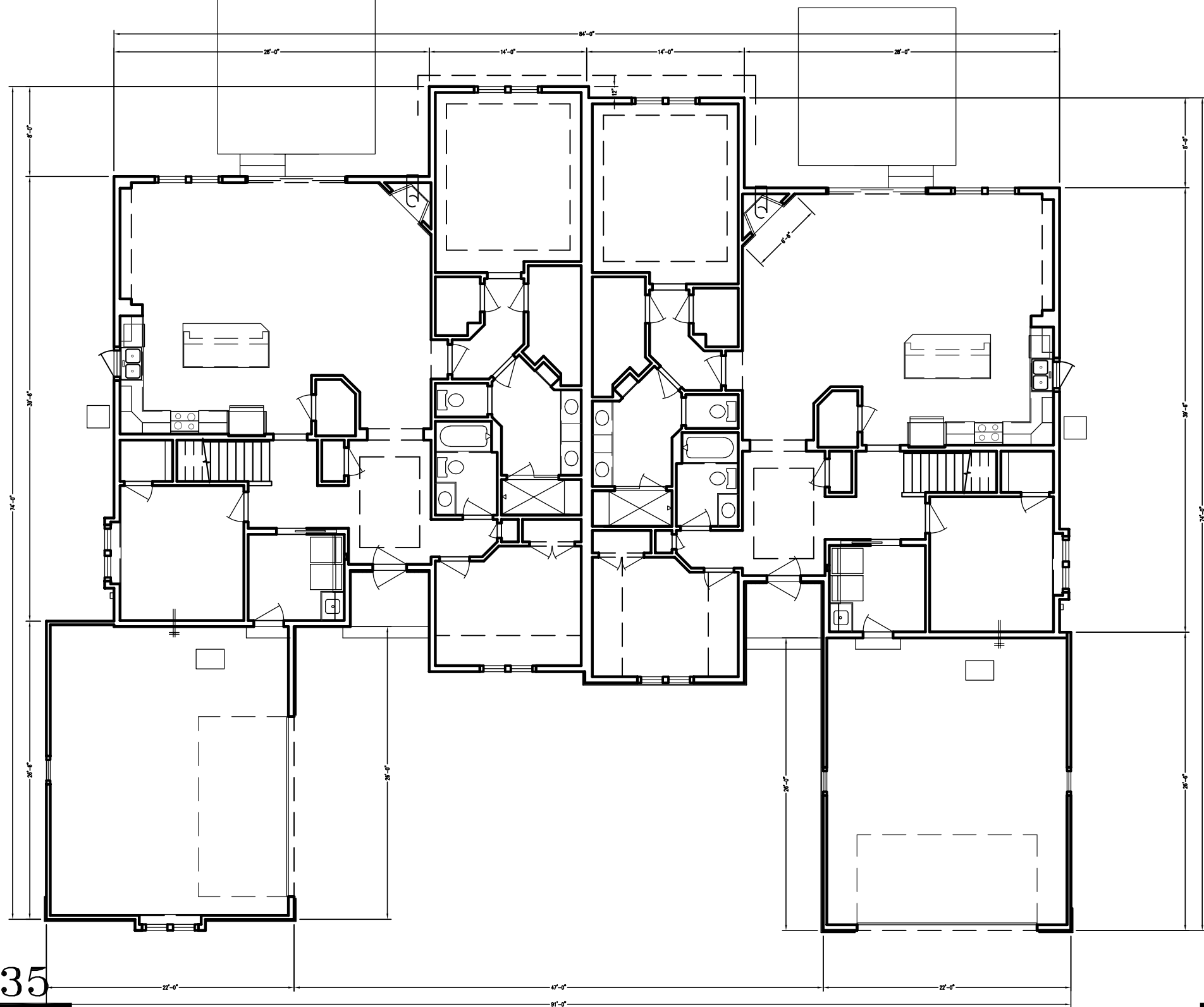
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UNIT 35

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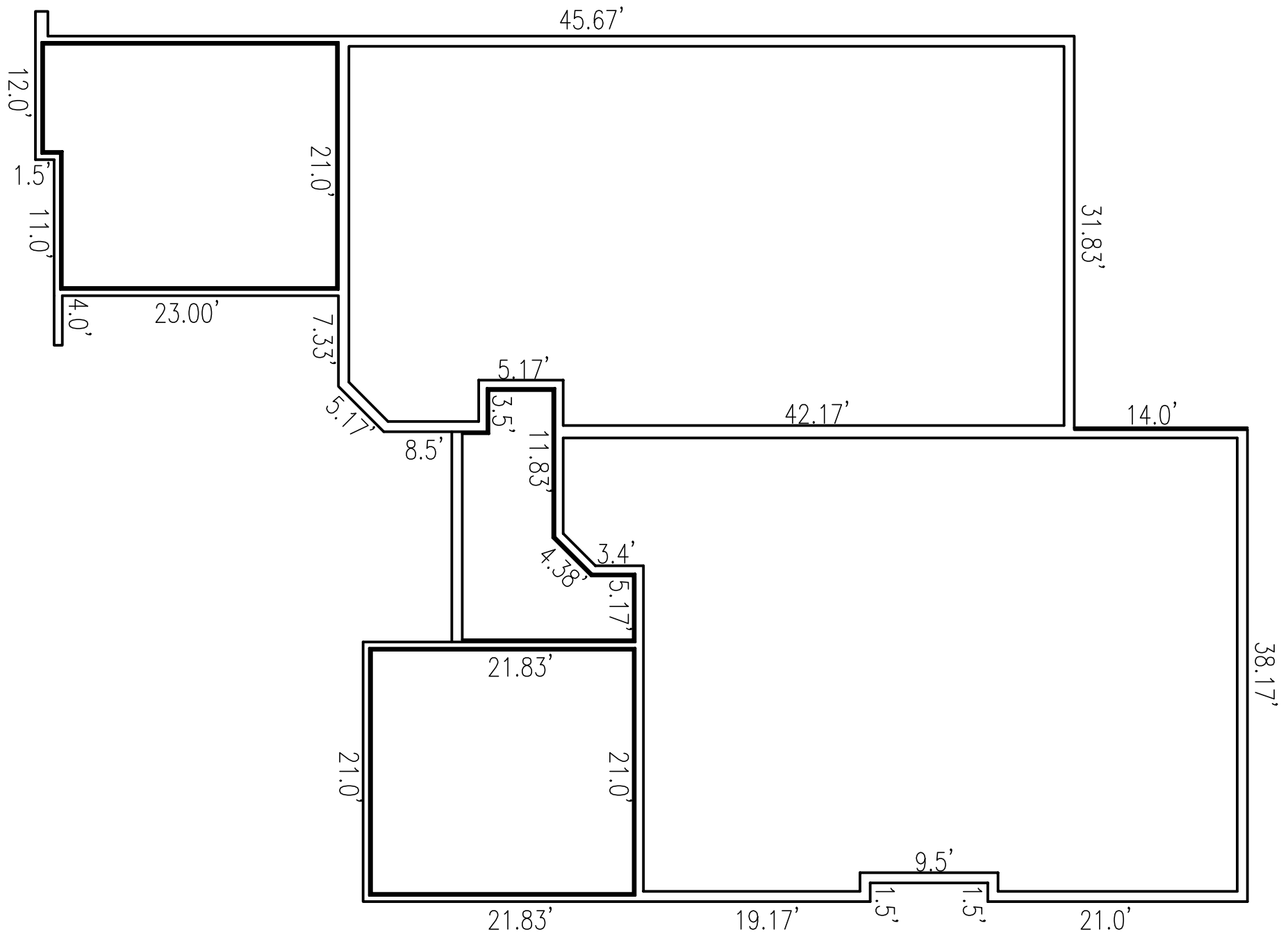
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UNIT 35

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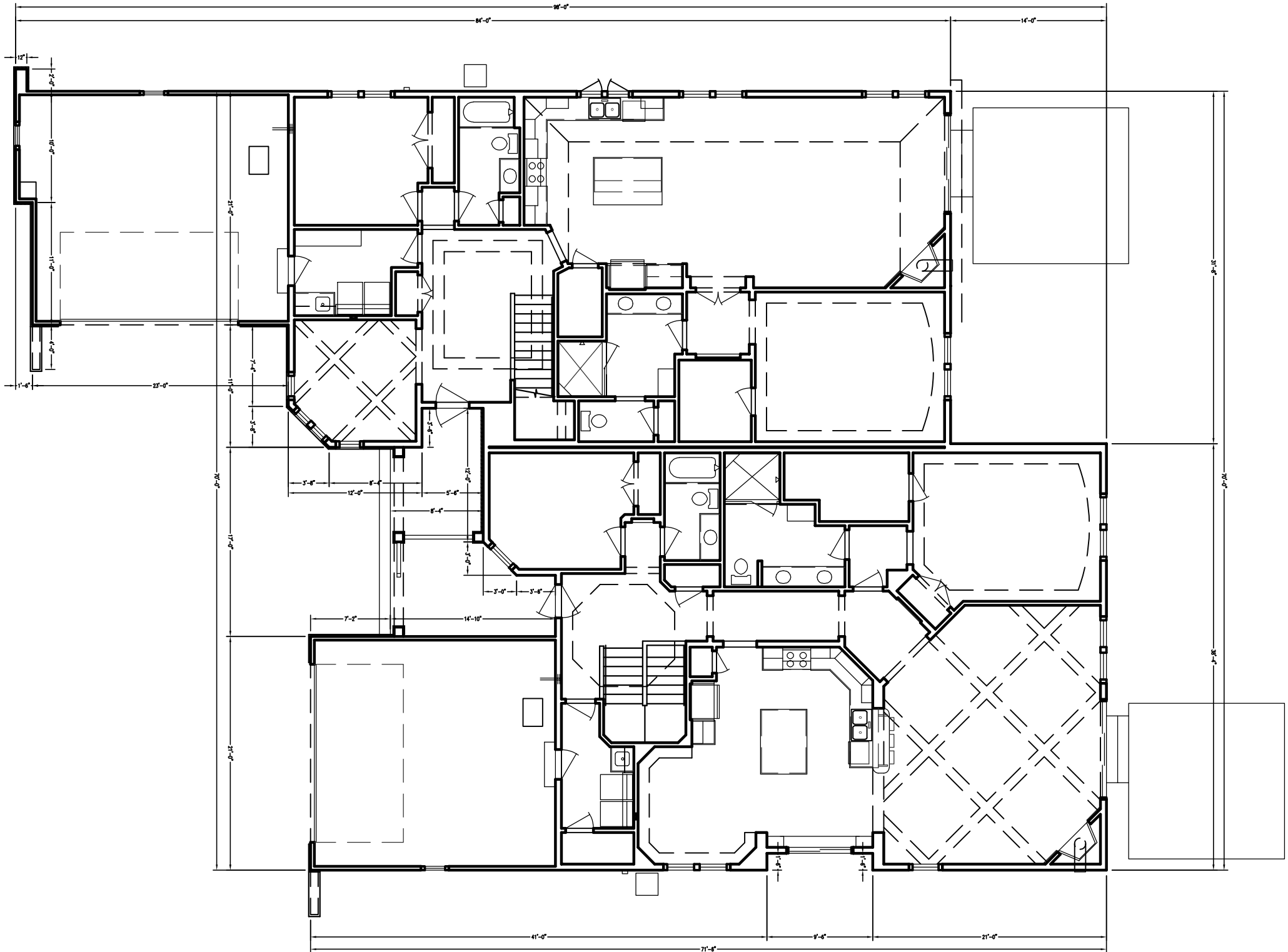
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UNIT 37

UNIT 38

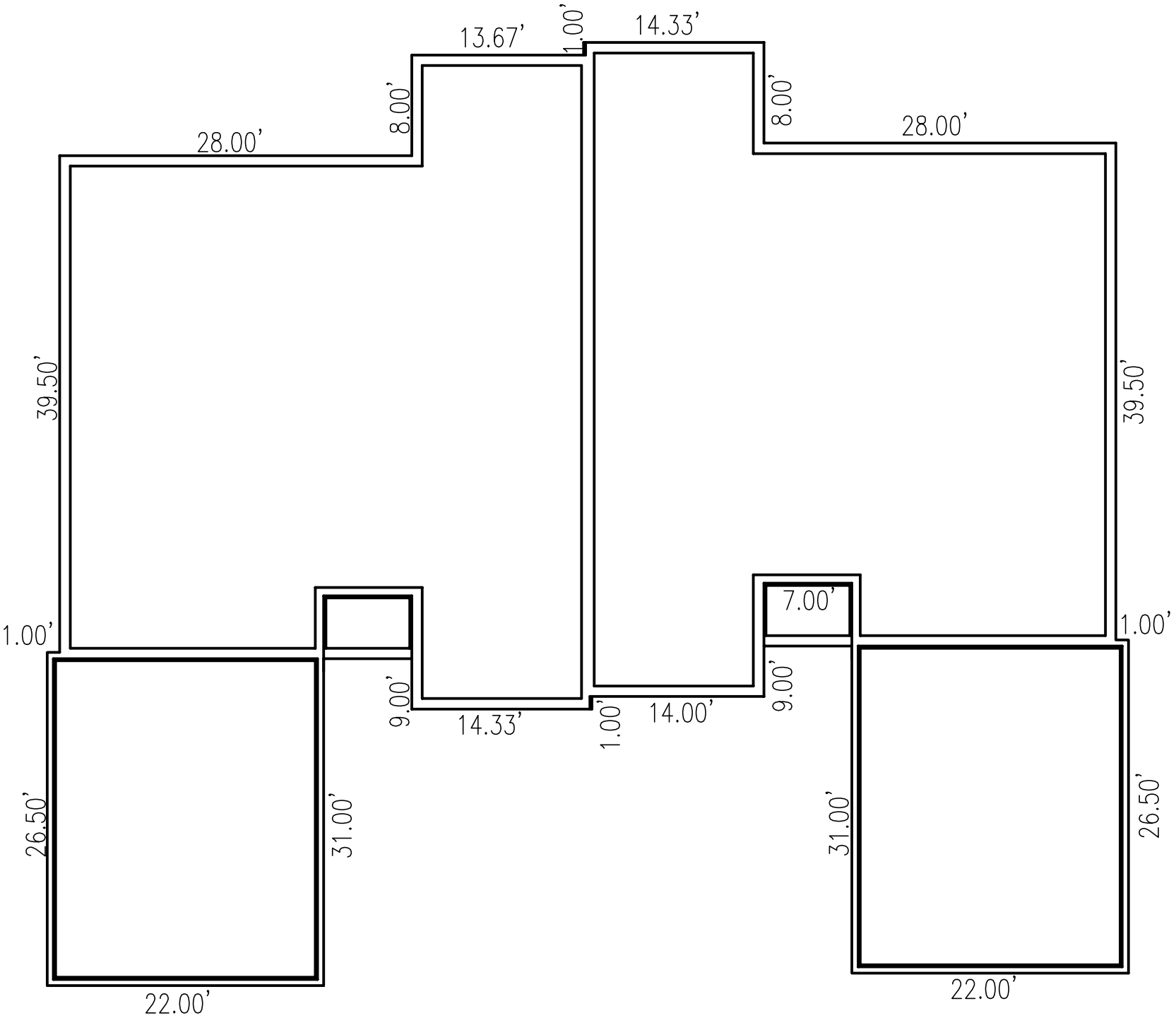
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UNIT 37

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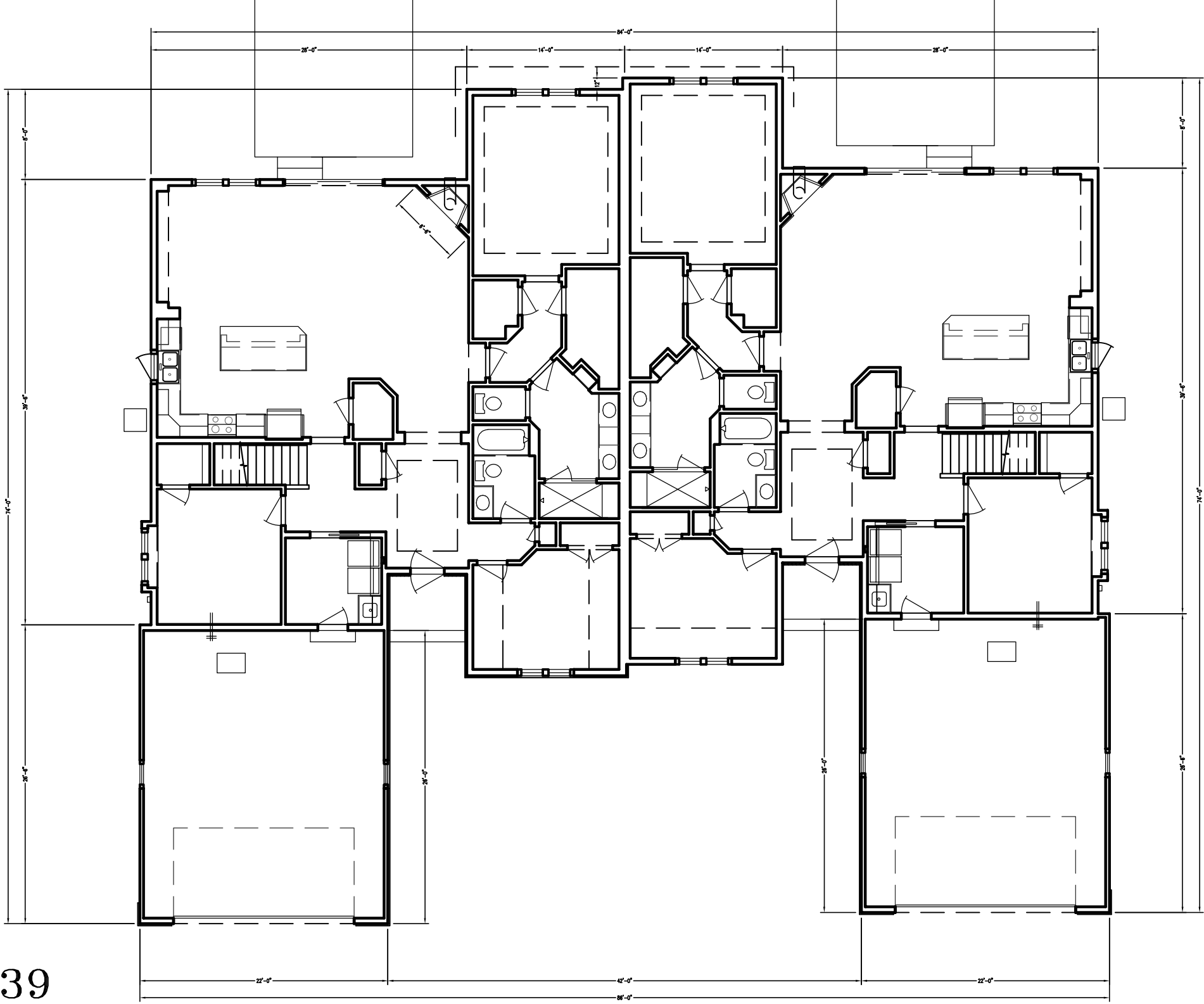
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UNIT 39

UNIT 40

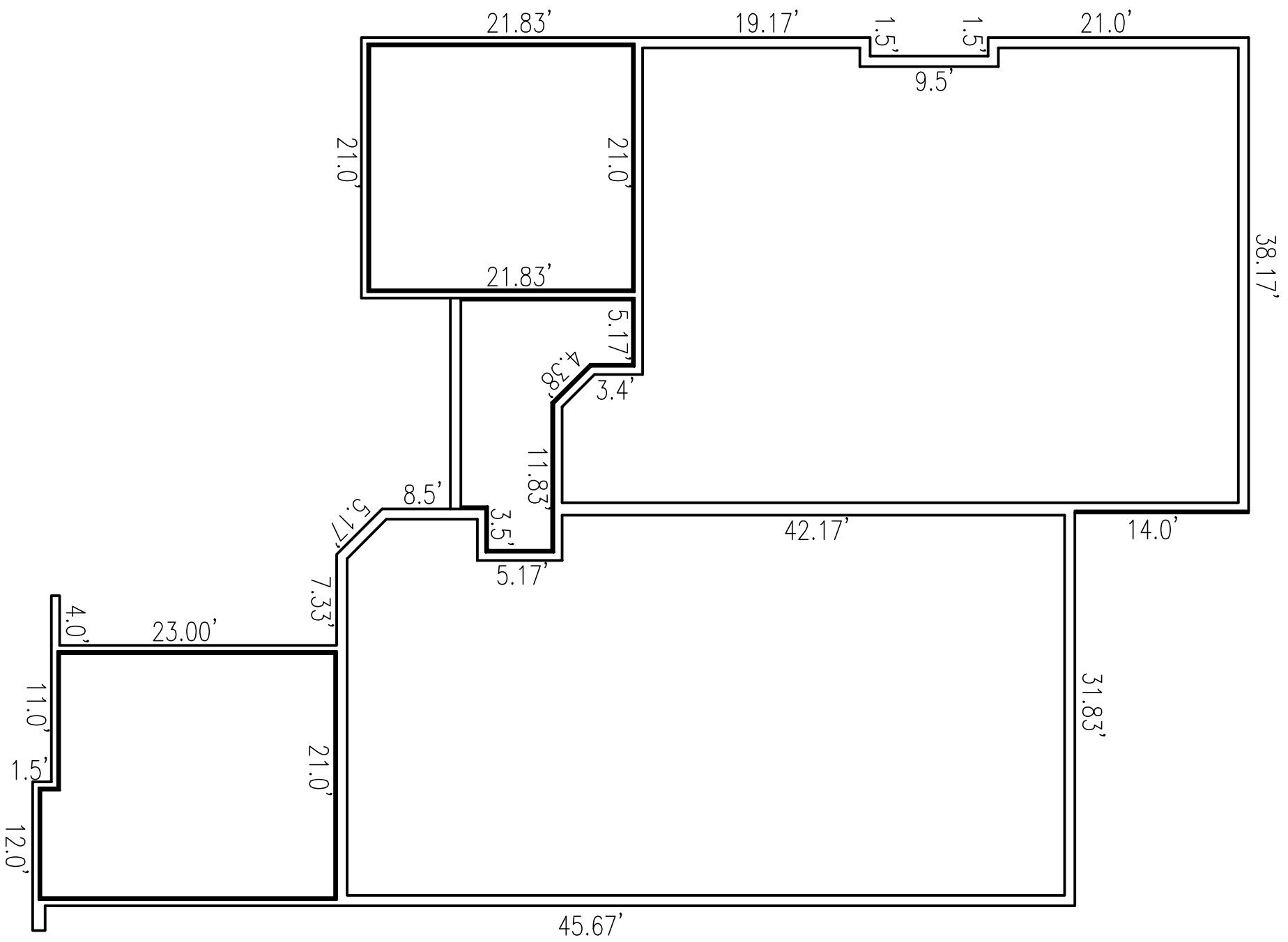
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UNIT 39

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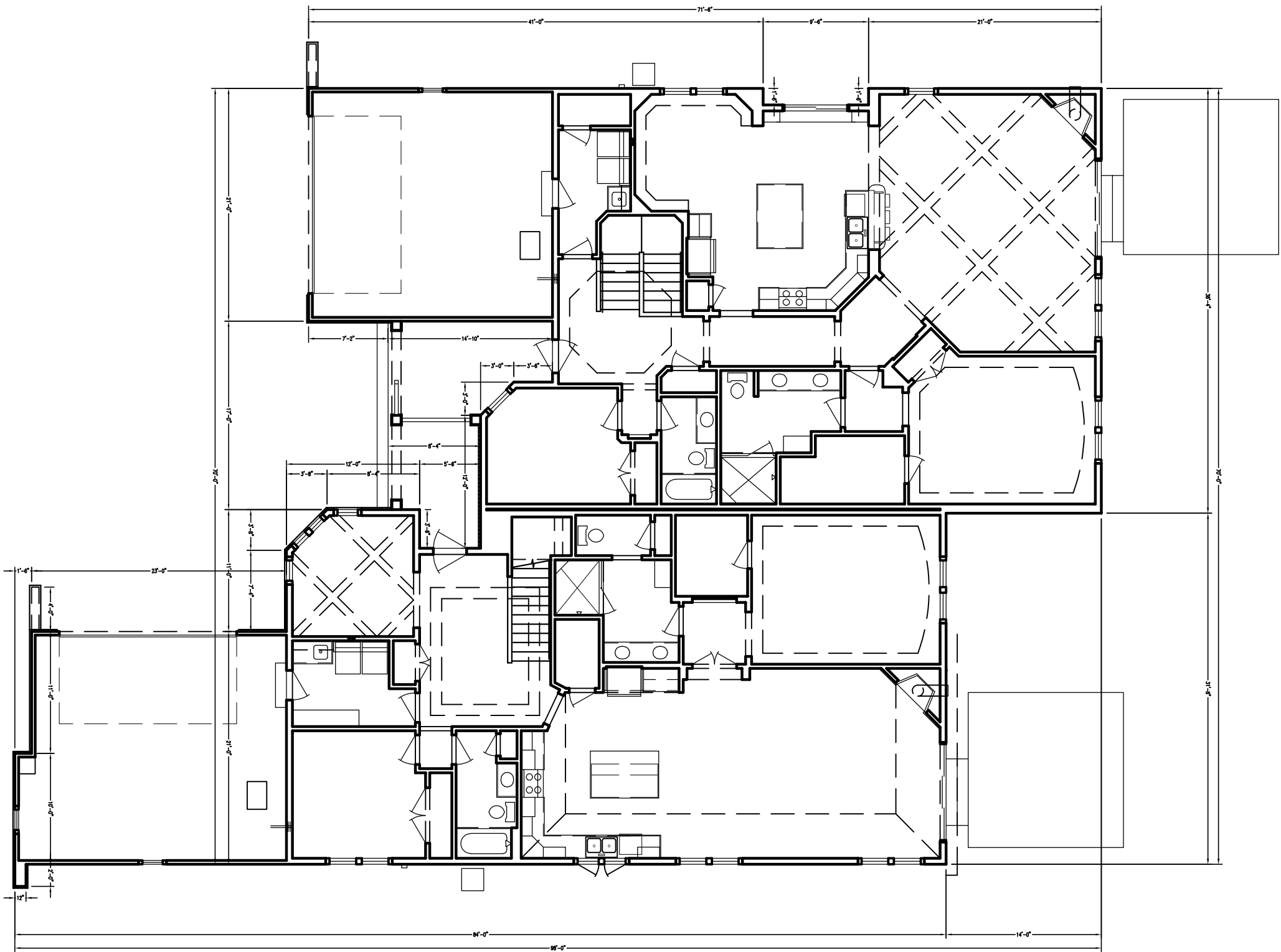
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UNIT 41

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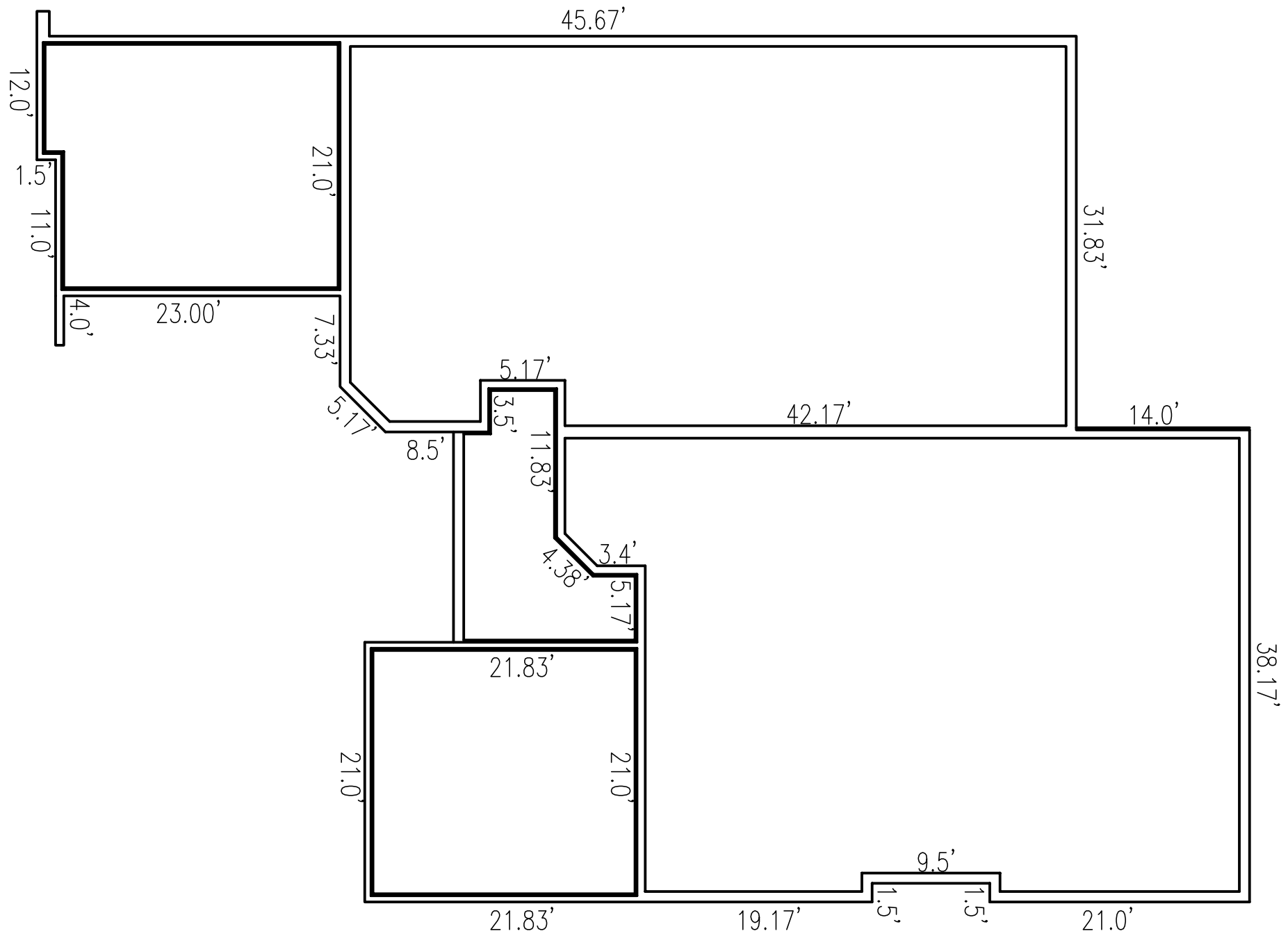
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UNIT 41

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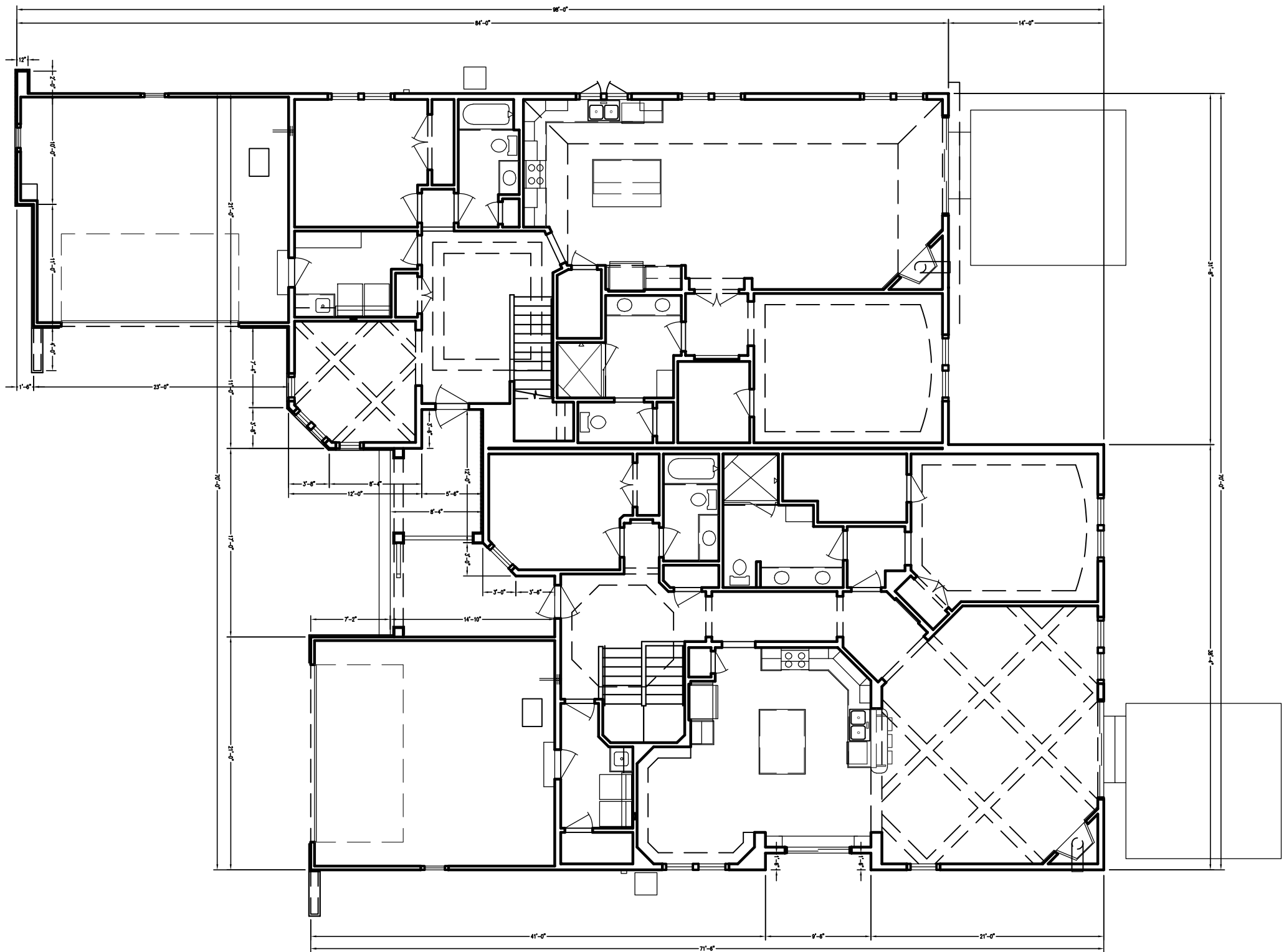
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UNIT 43

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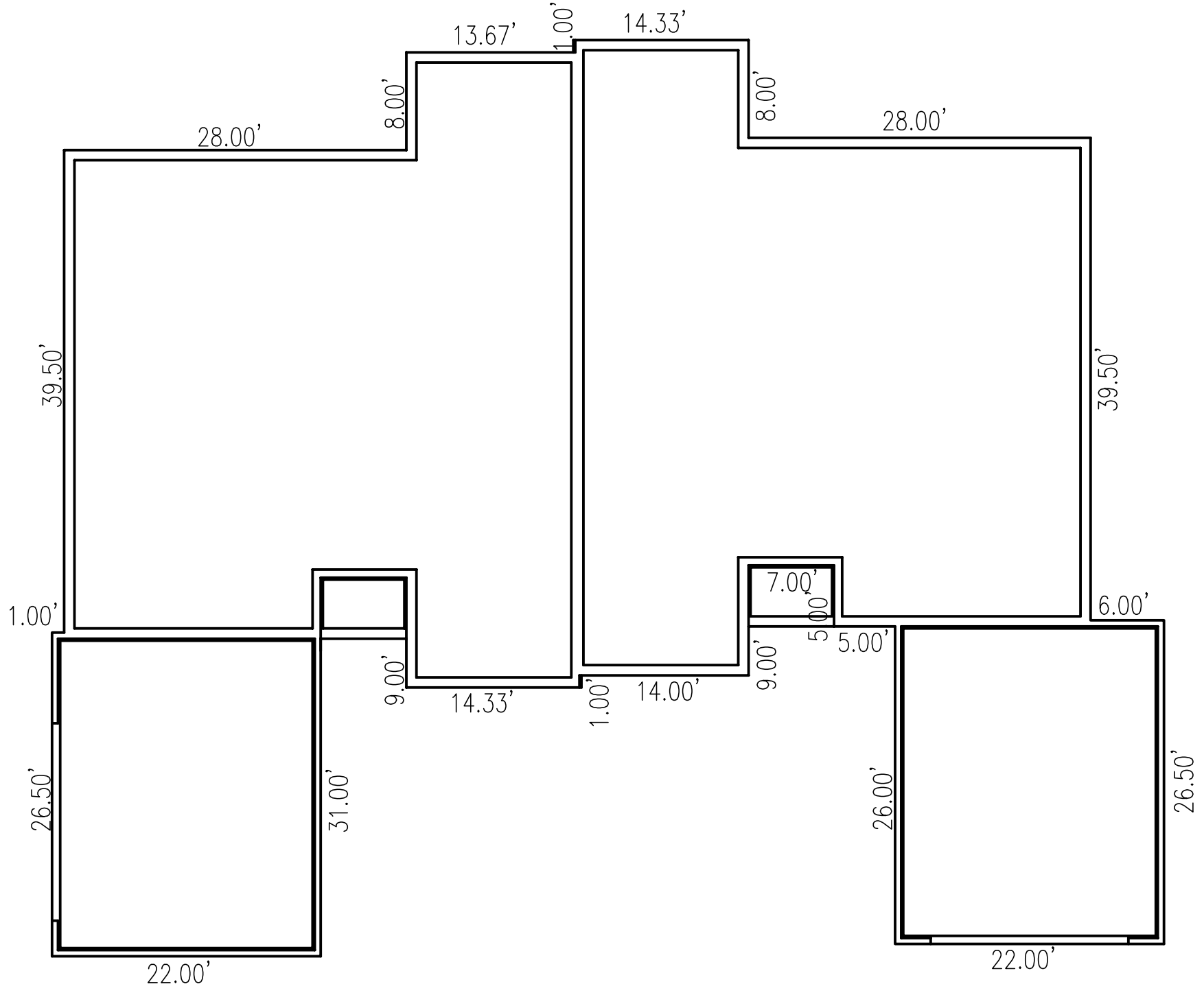
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UNIT 43

UNIT 44

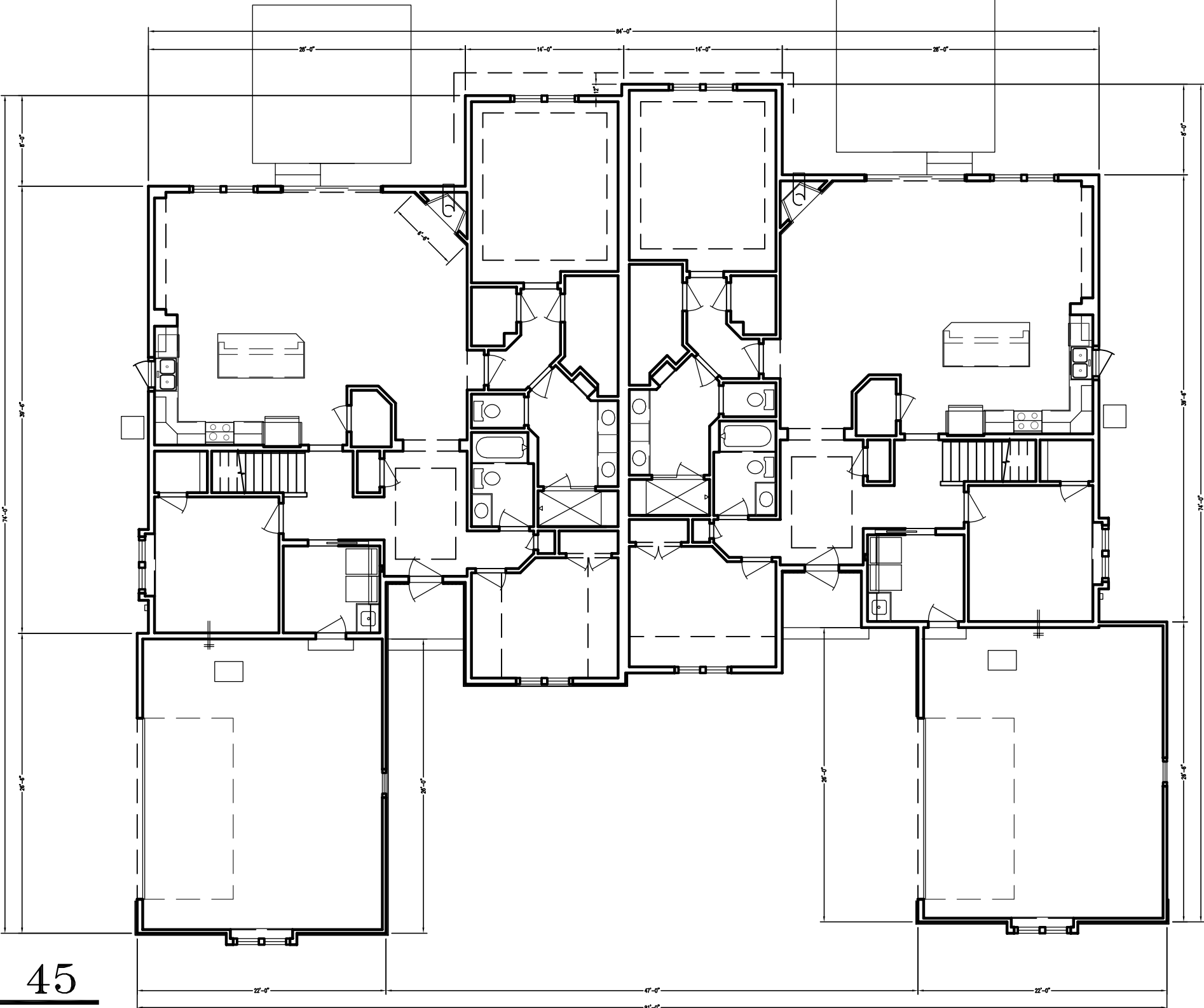
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UNIT 45

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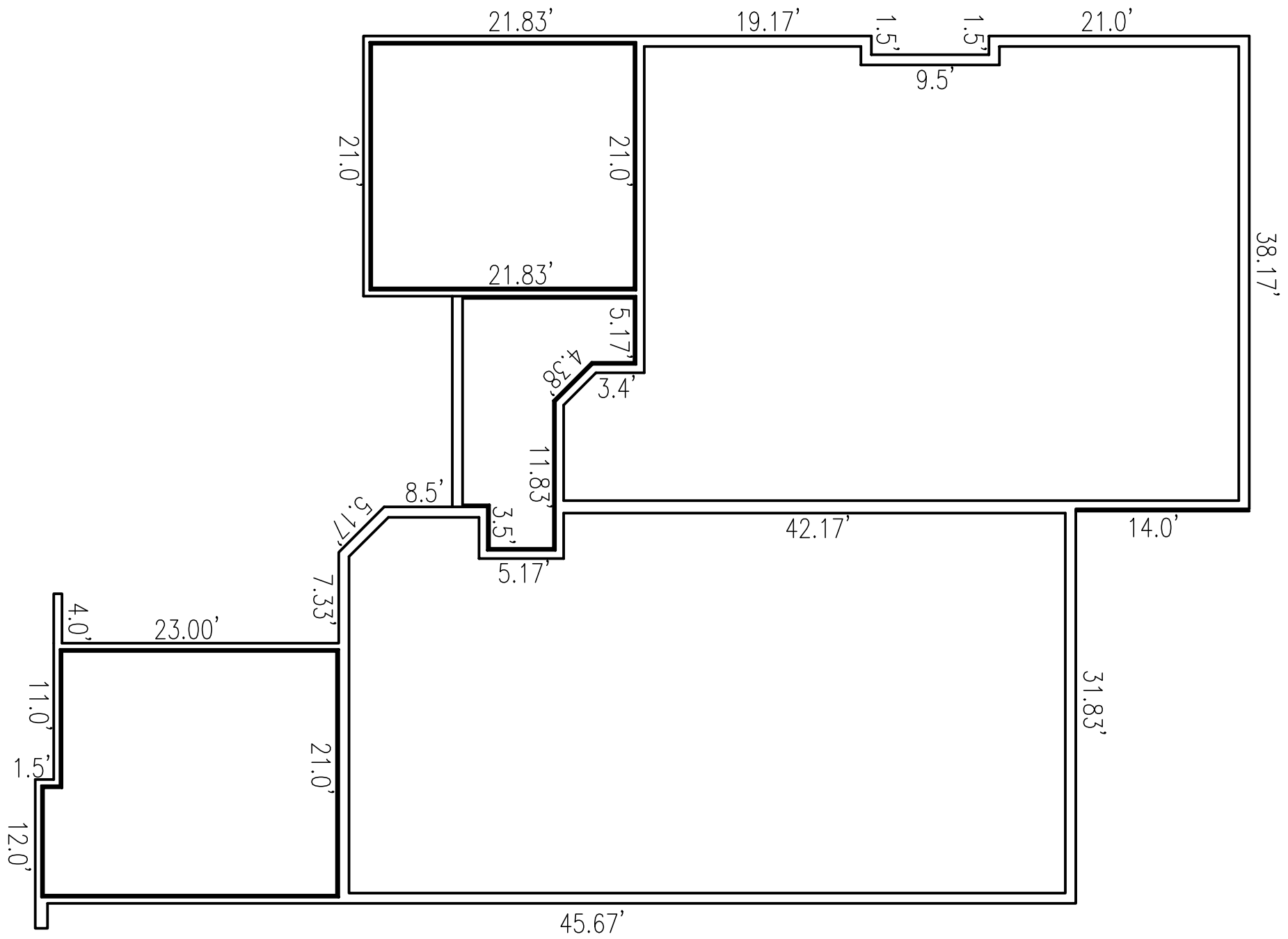
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UNIT 45

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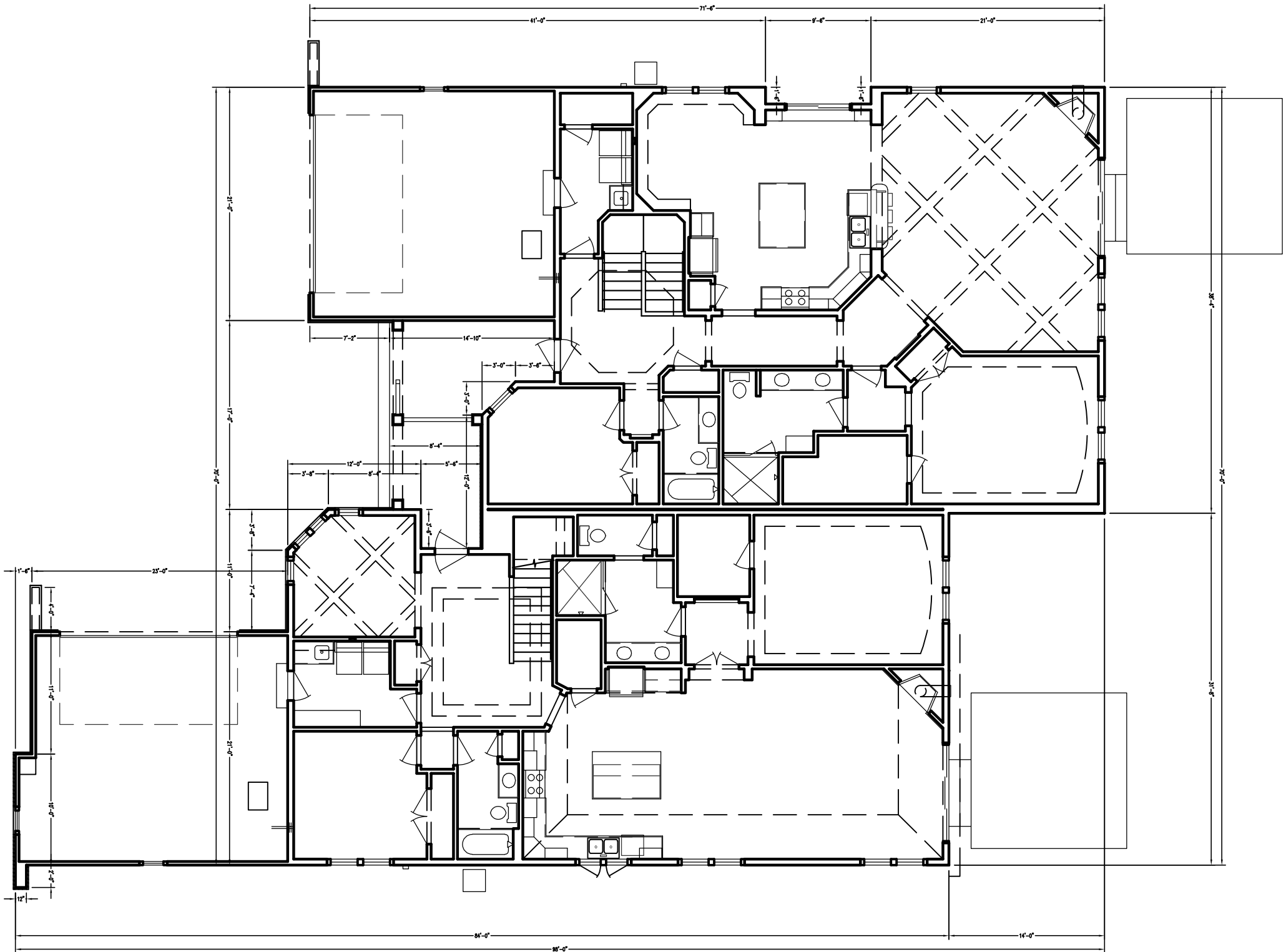
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UNIT 47

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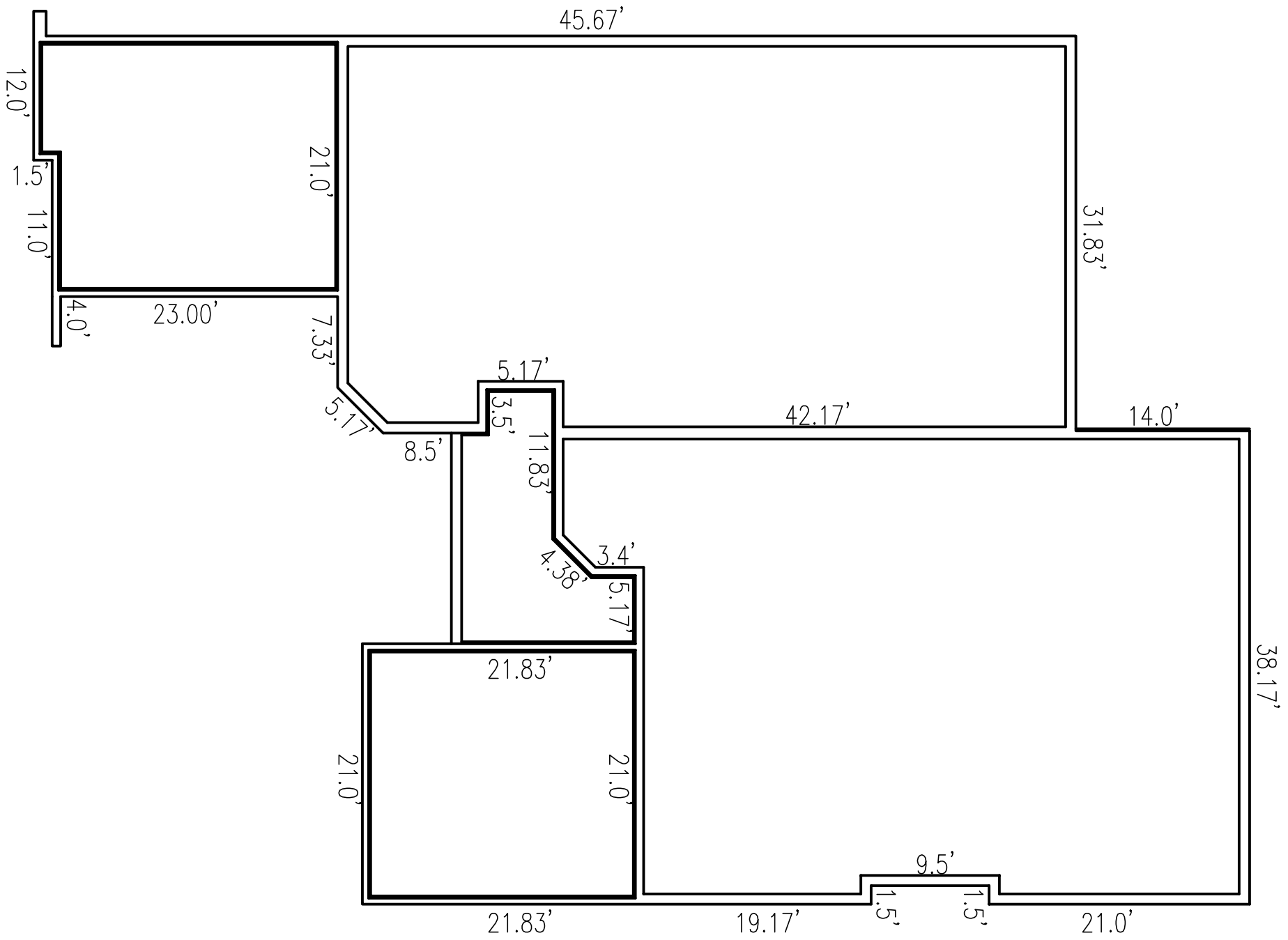
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UNIT 47

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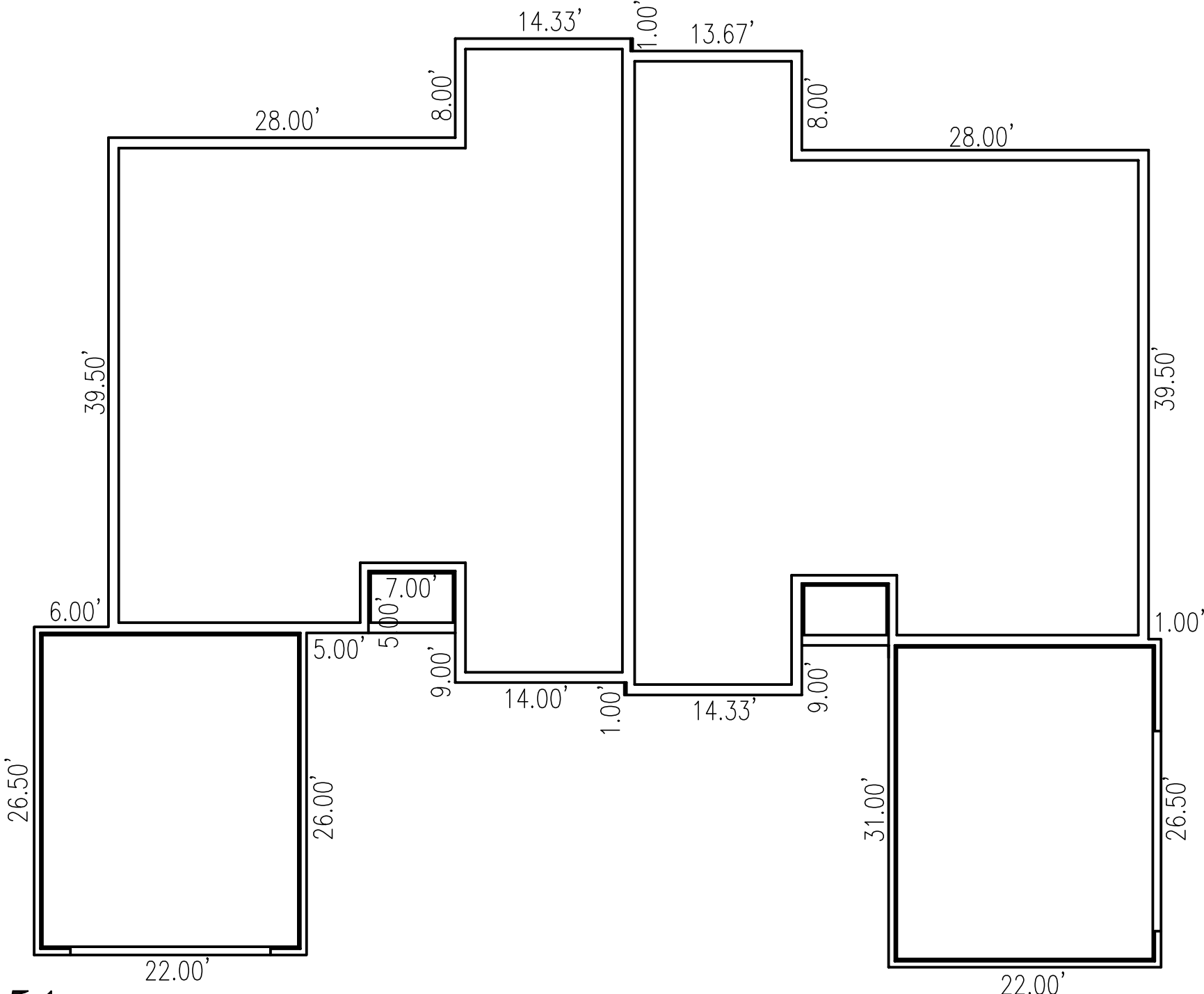
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UNIT 49

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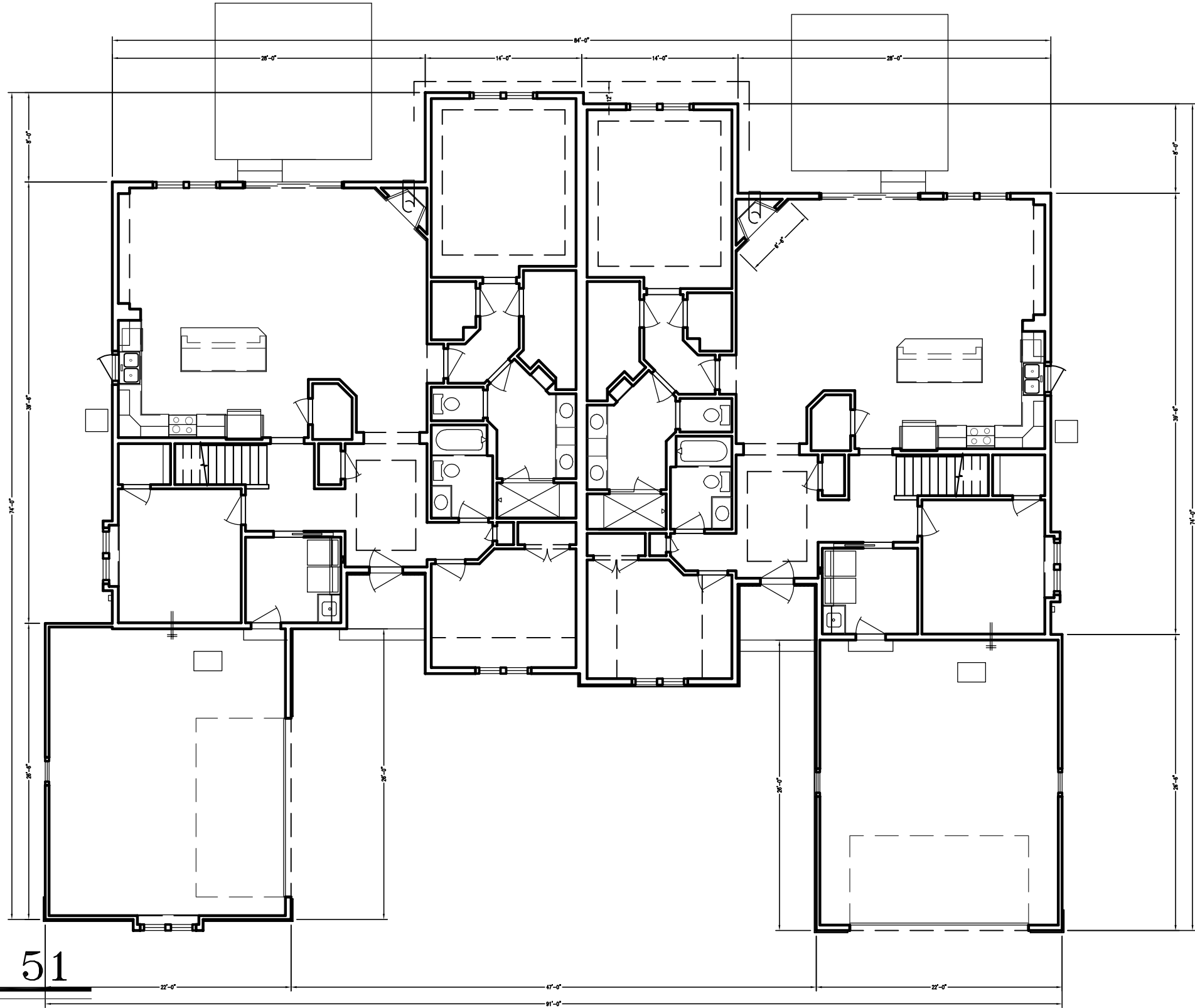
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UNIT 51

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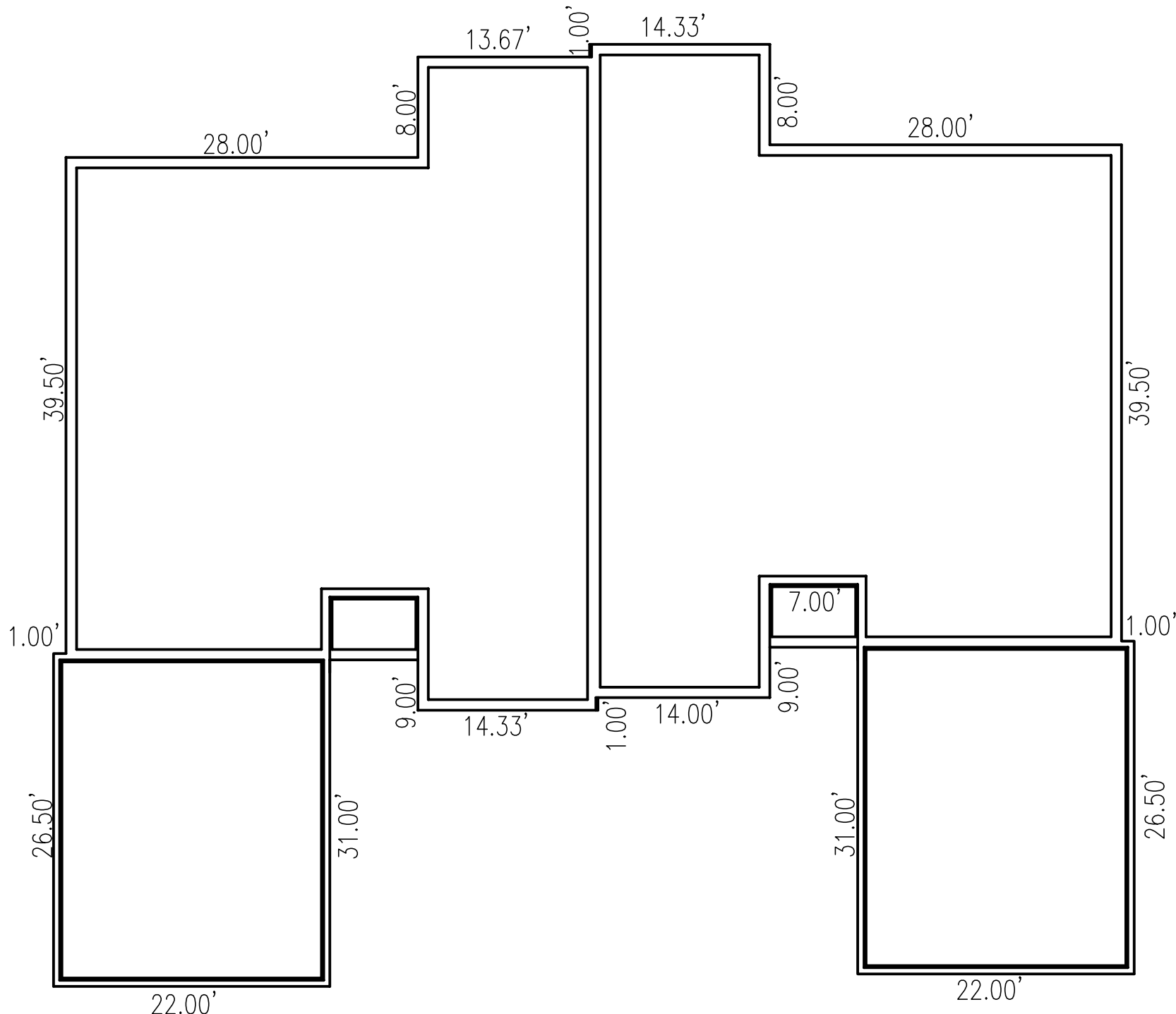
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UNIT 51

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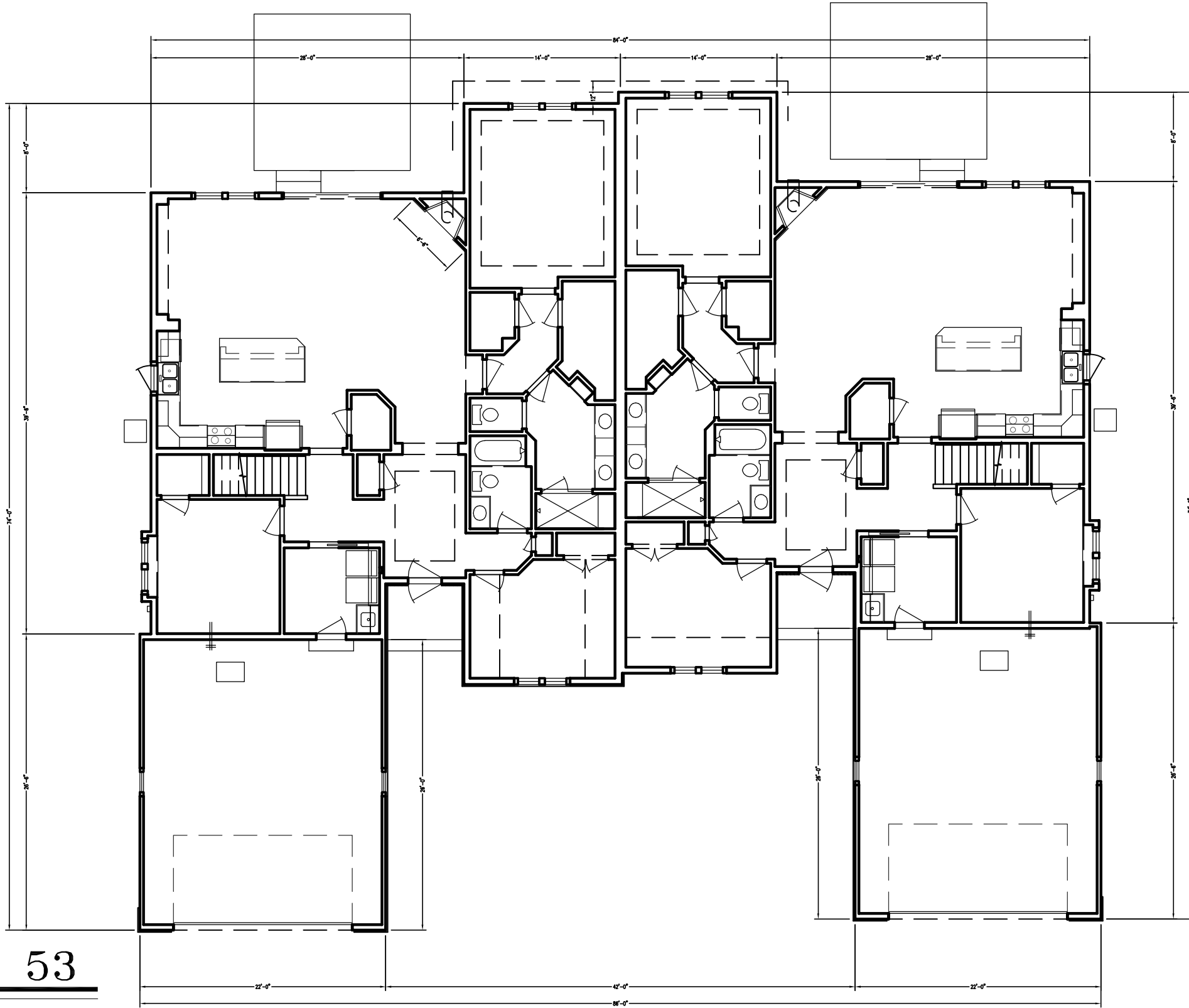
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UNIT 53

UNIT 54

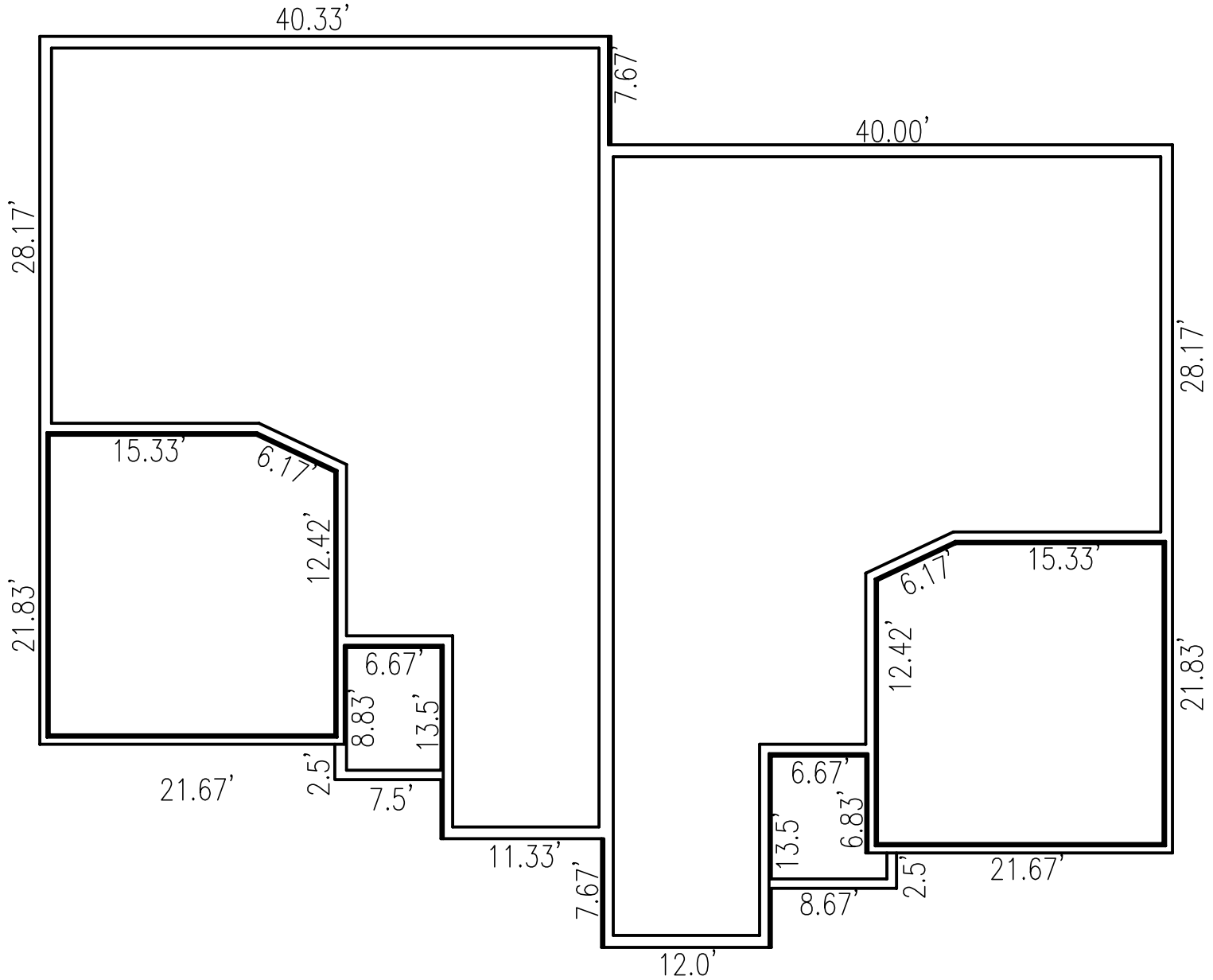
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UNIT 53

UNIT 54

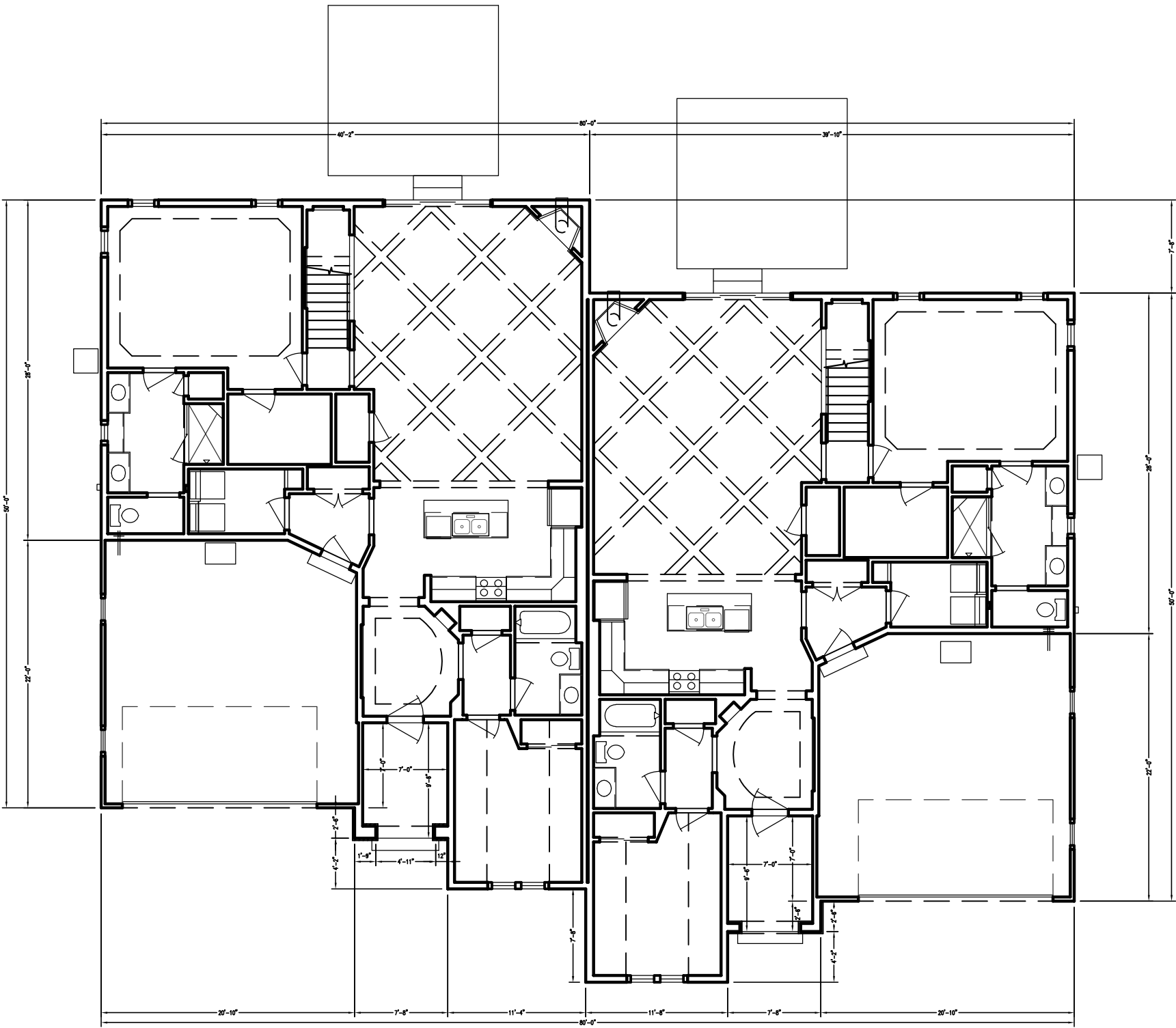
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UNIT 55

UNIT 56

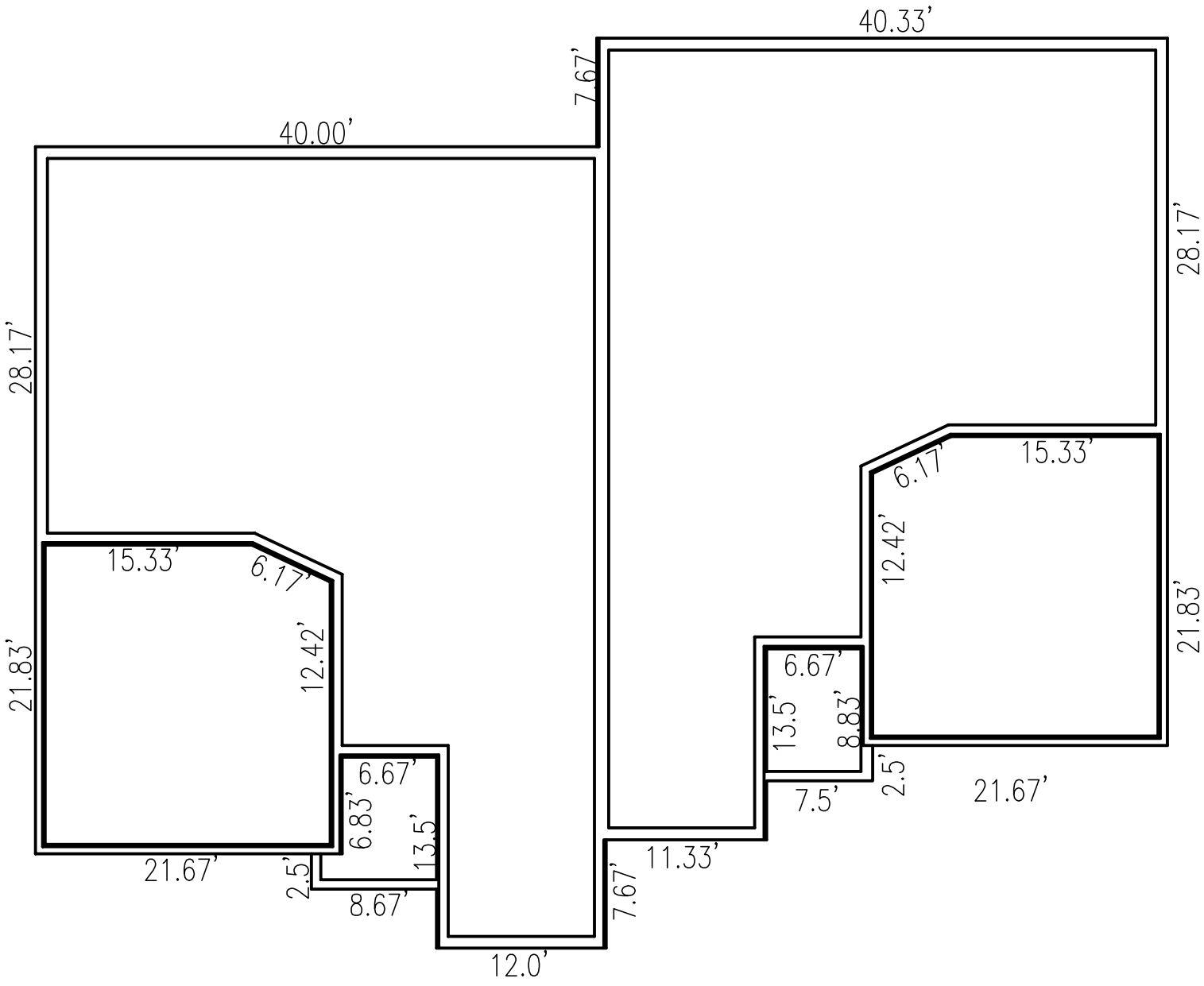
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UNIT 55

UNIT 56

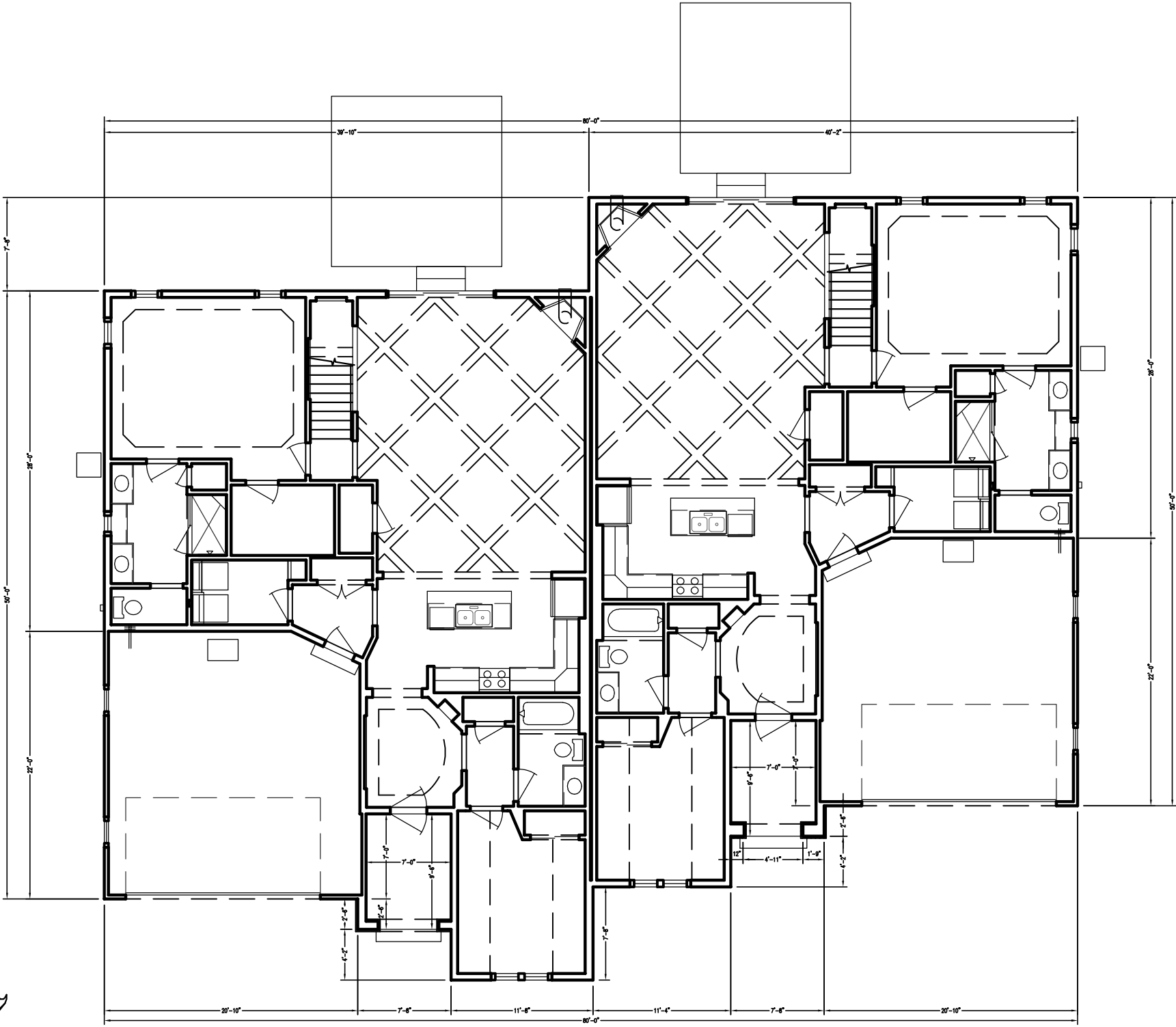
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UNIT 57

UNIT 58

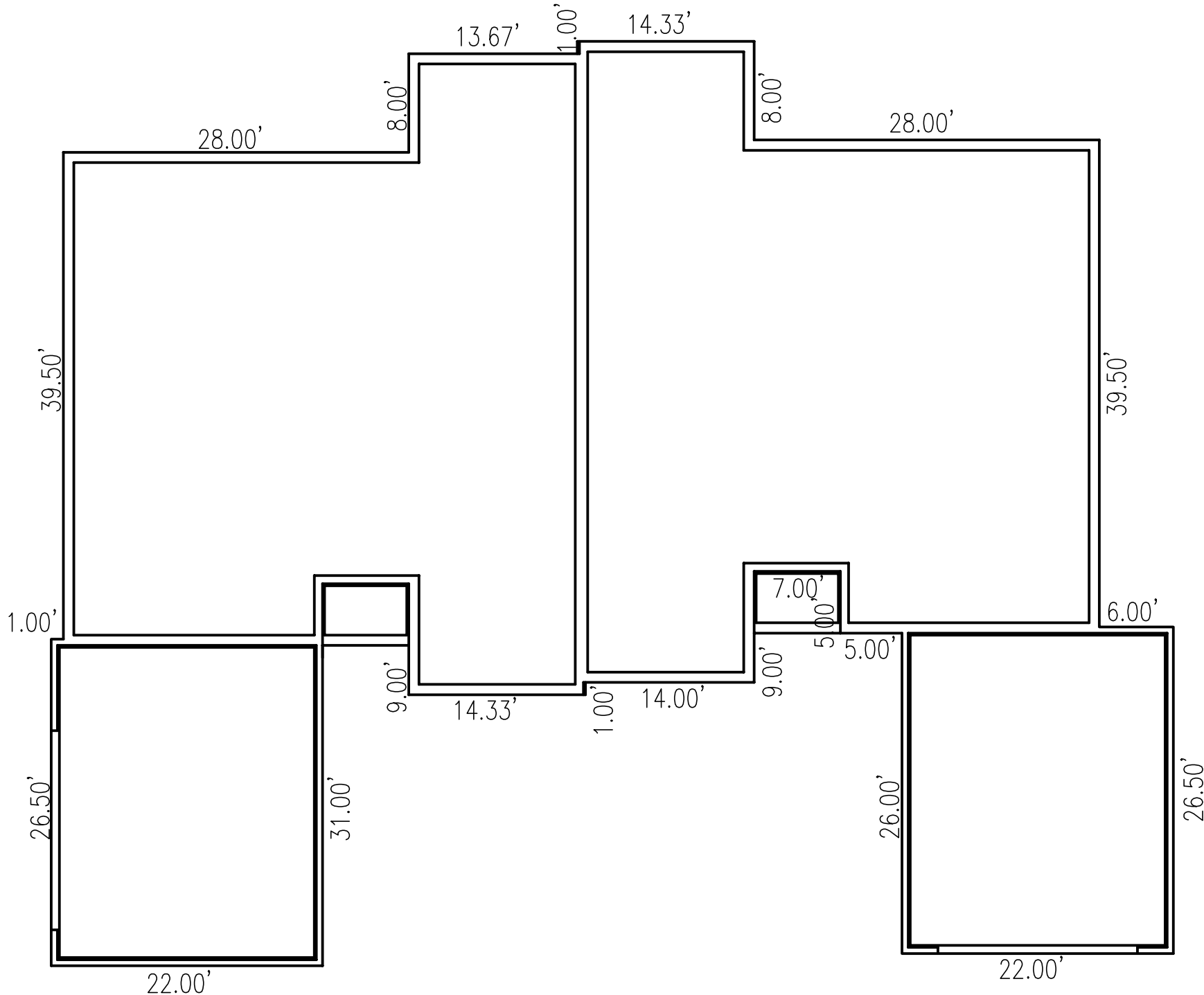
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UNIT 57

UNIT 58

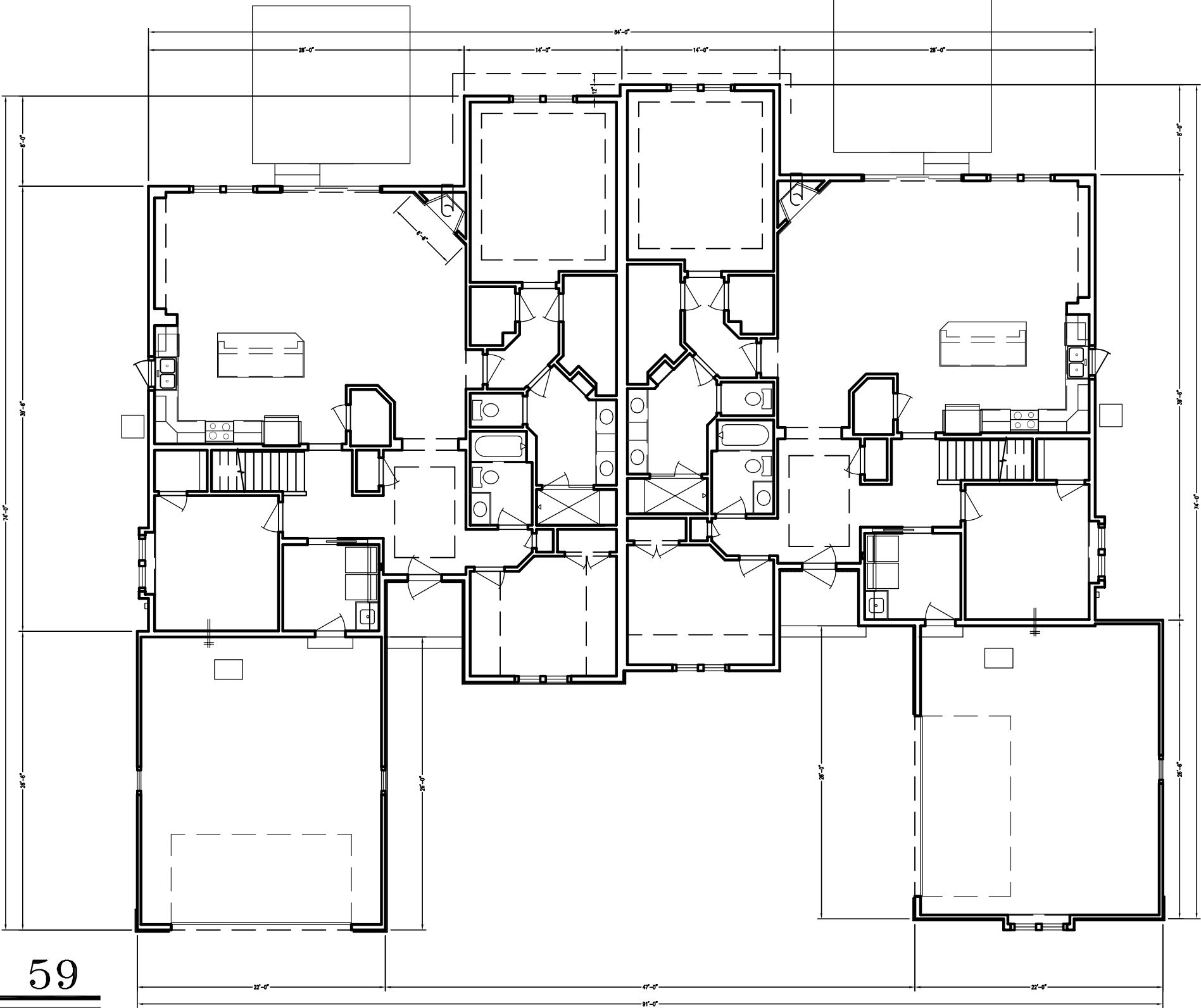
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UNIT 59

UNIT 60

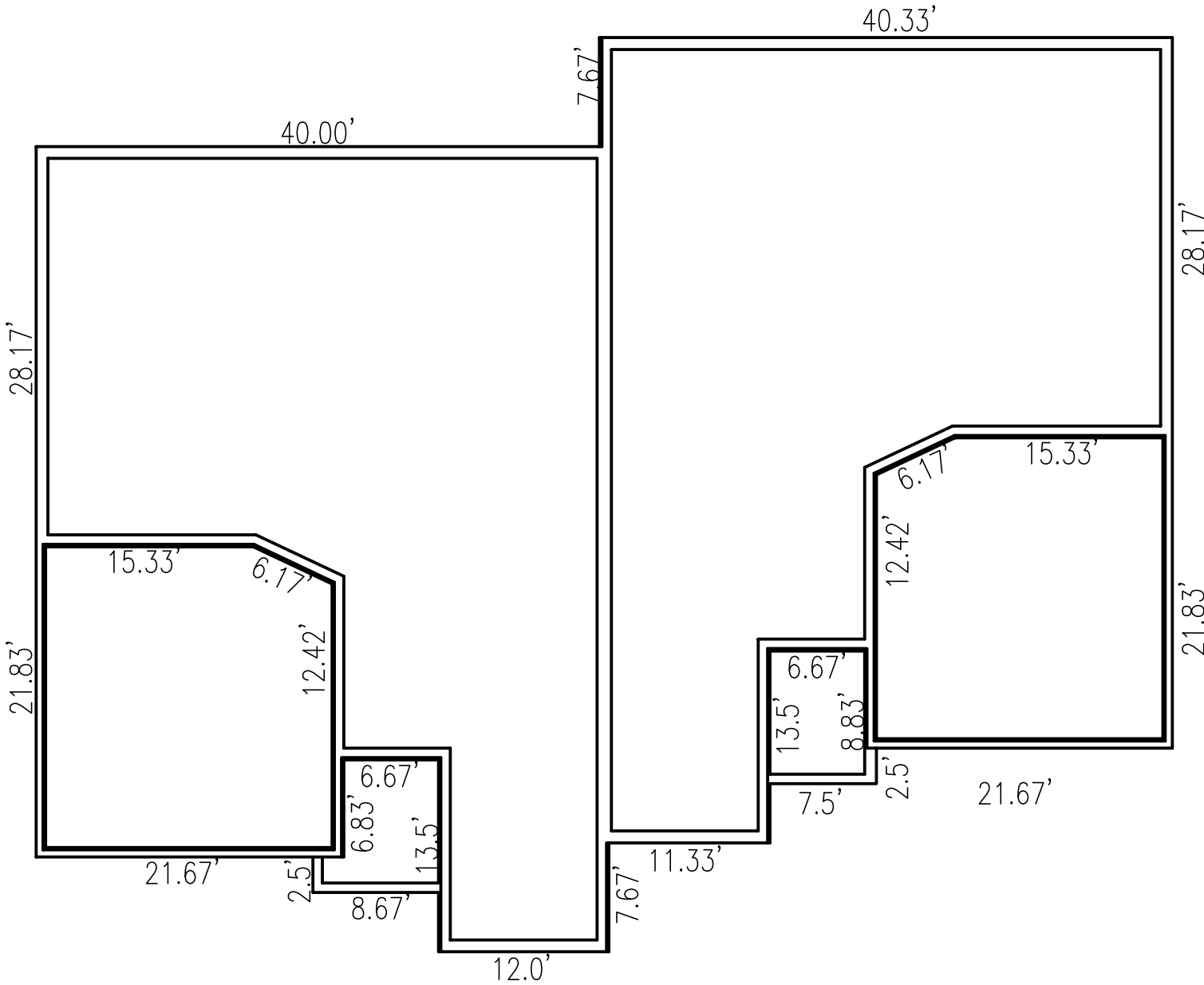
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STONE LAKE



UNIT 59

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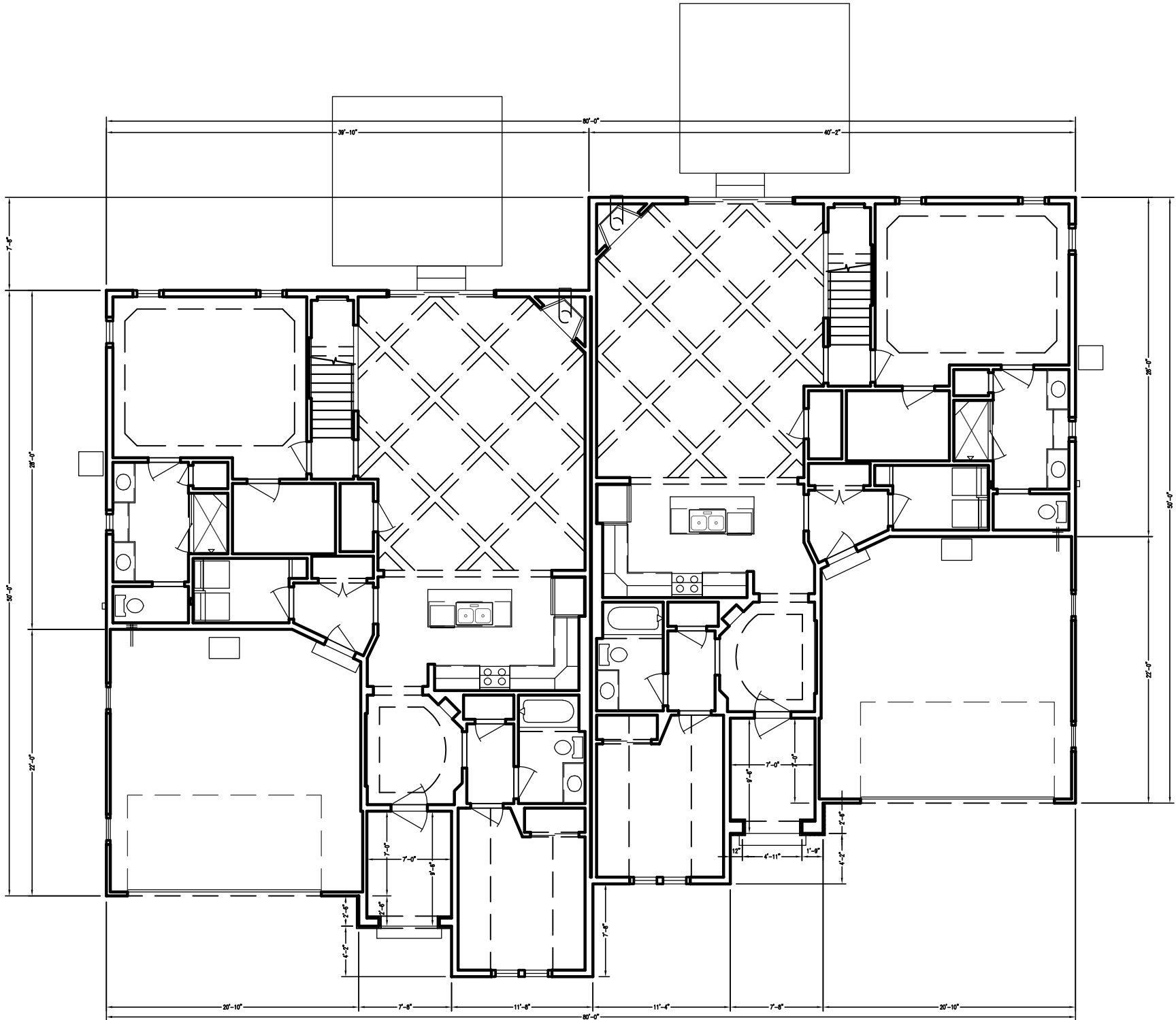
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UNIT 61

UNIT 62

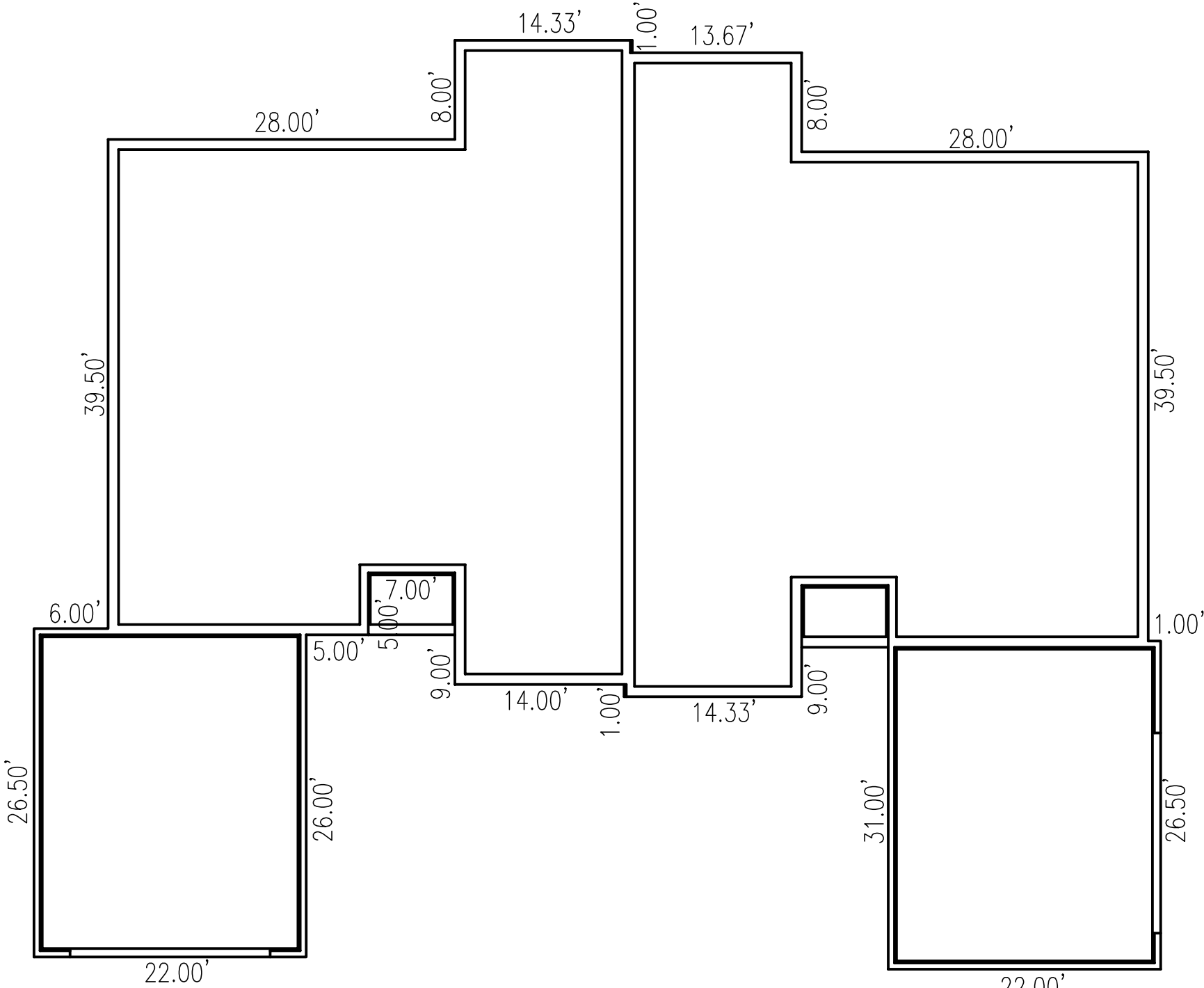
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UNIT 61

UNIT 62

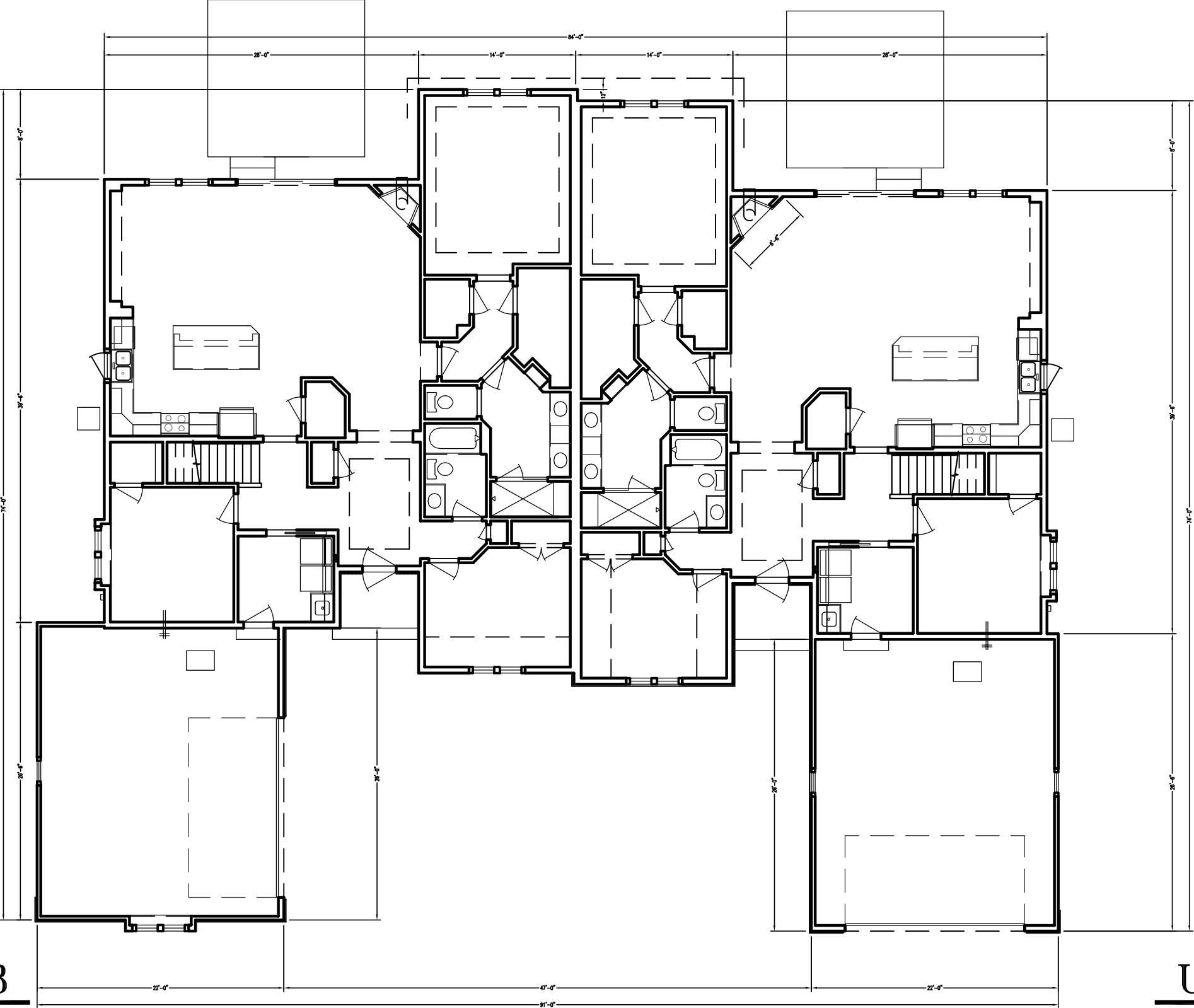
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STONE LAKE



UNIT 63

UNIT 64

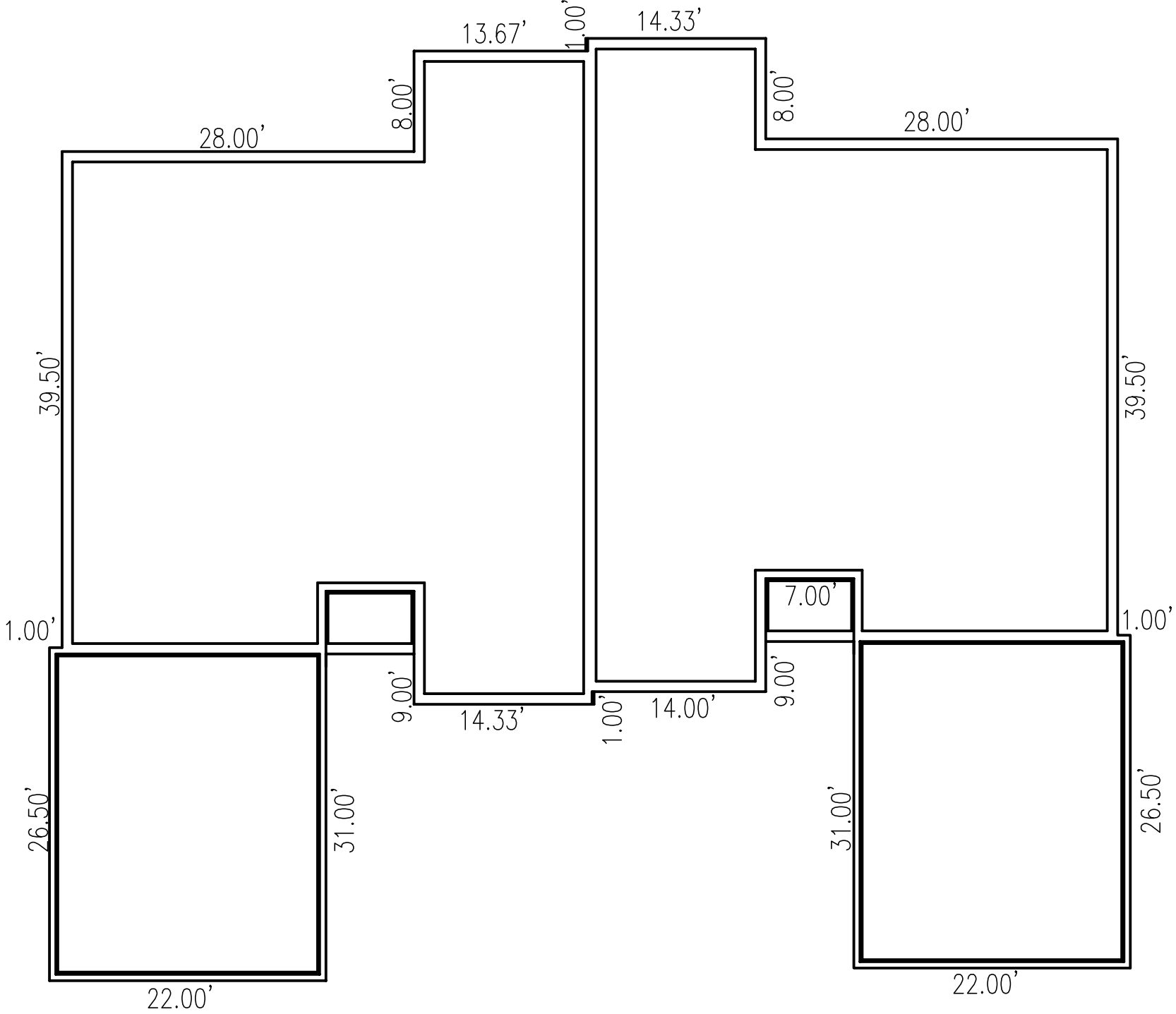
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UNIT 63

UNIT 64

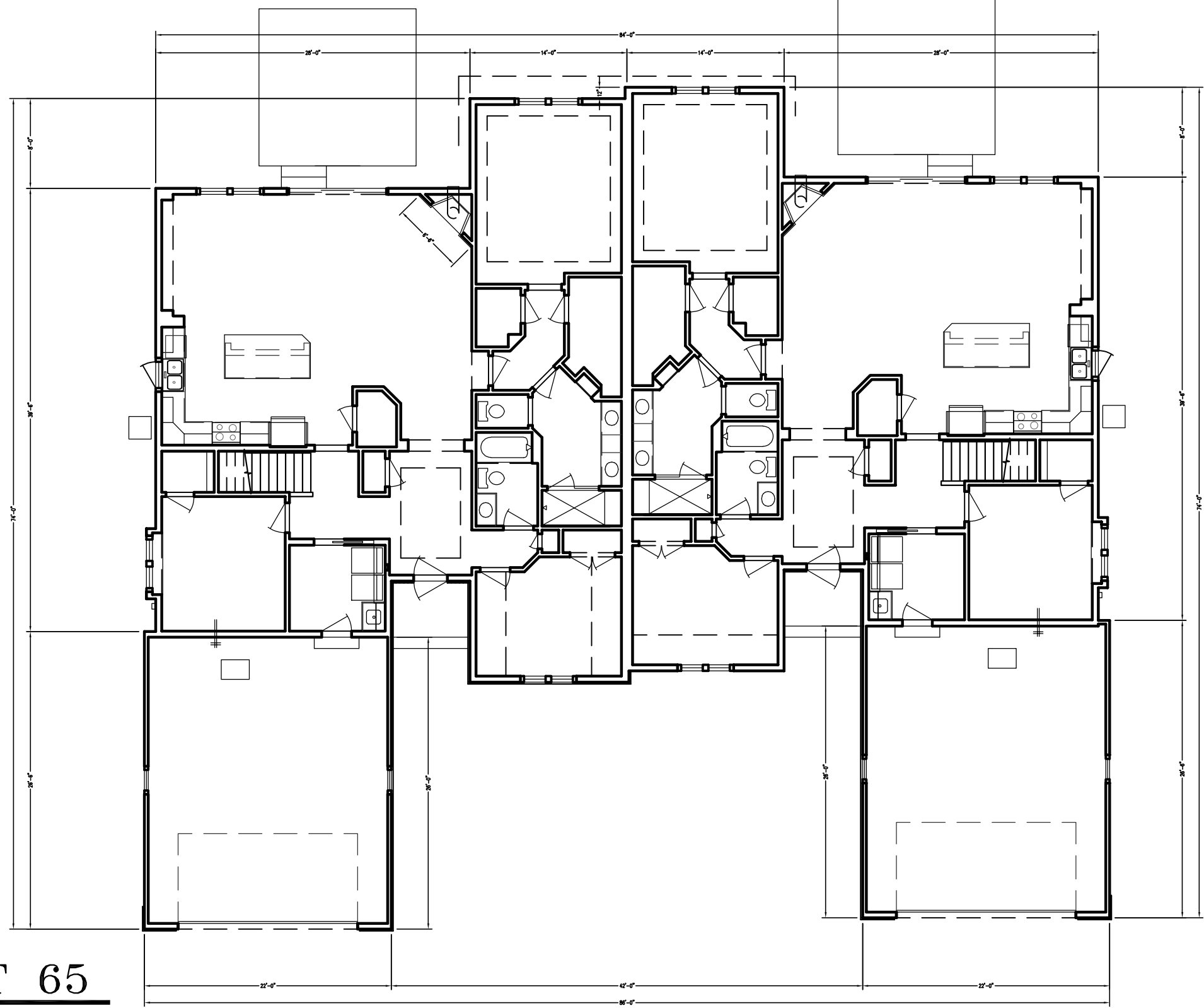
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UNIT 65

UNIT 66

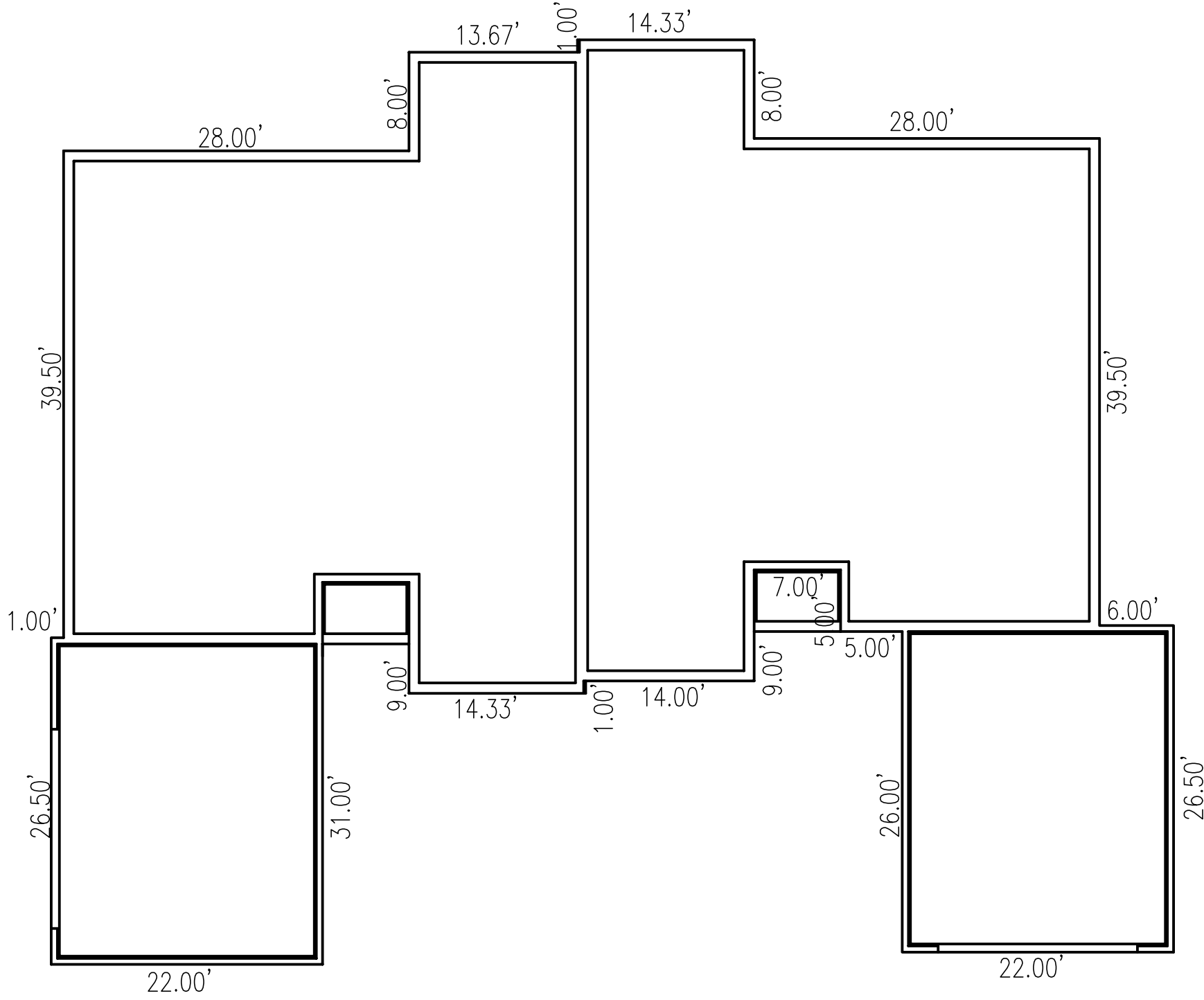
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UNIT 65

UNIT 66

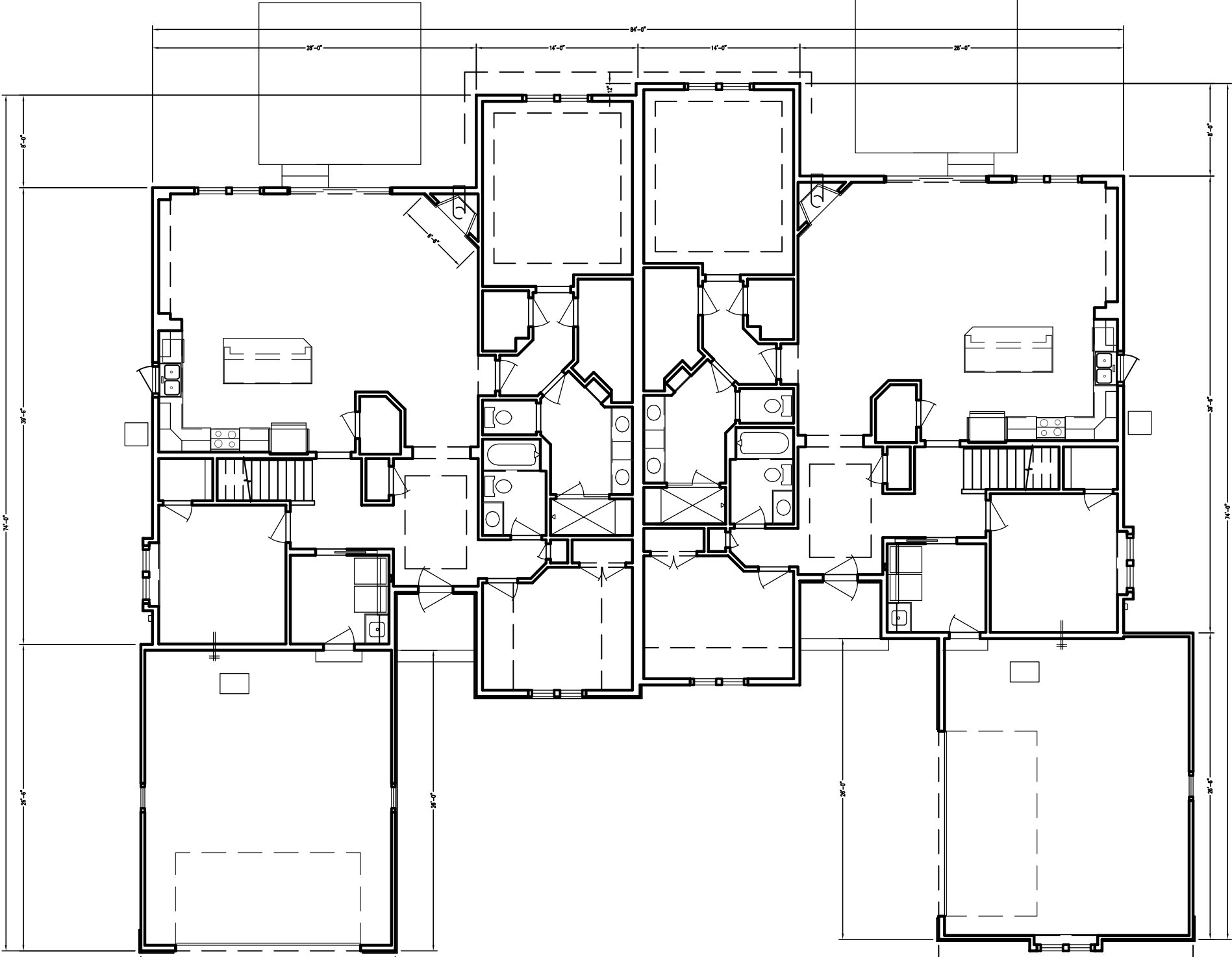
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UNIT 67

UNIT 68

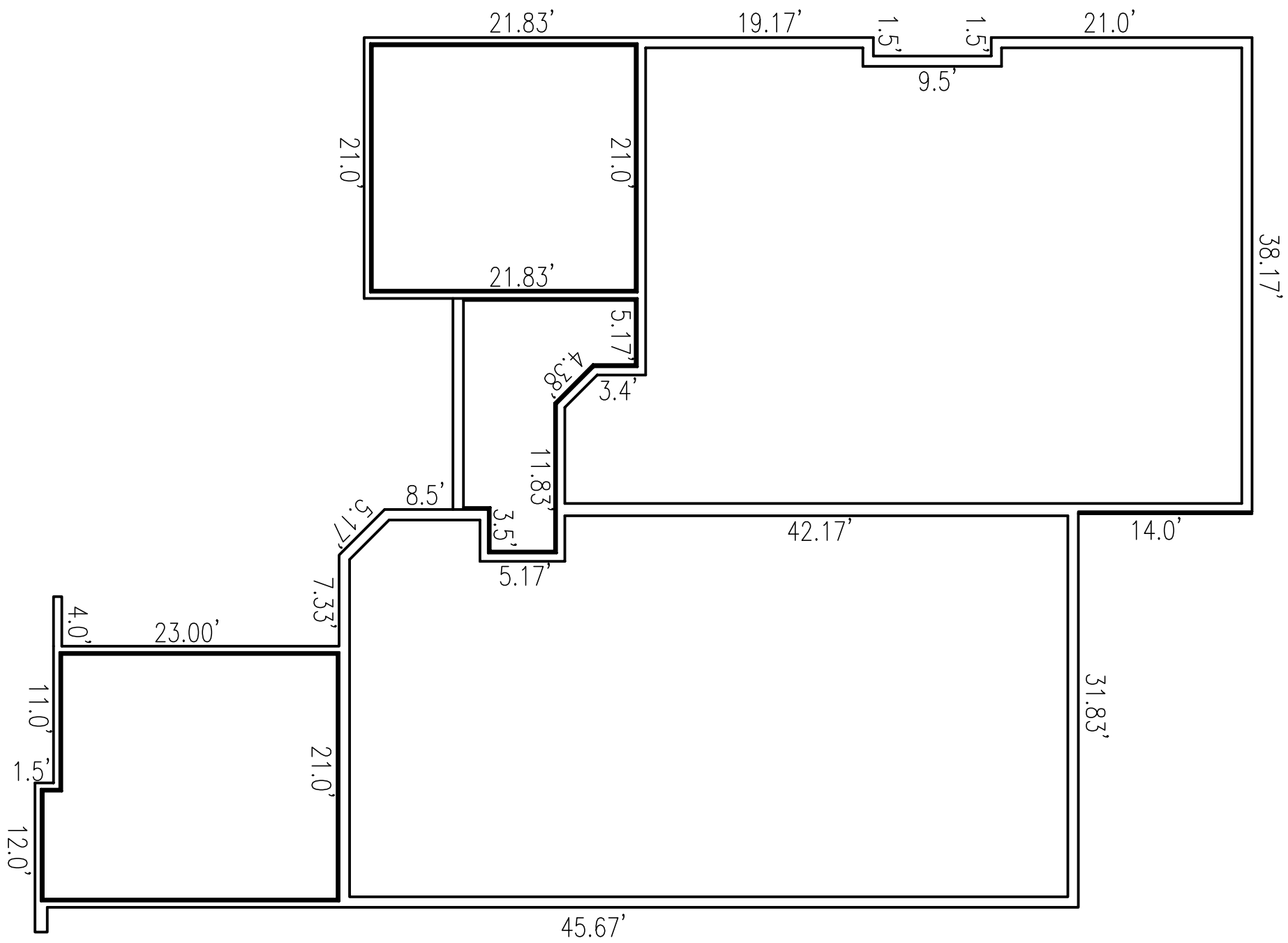
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UNIT 67

UNIT 68

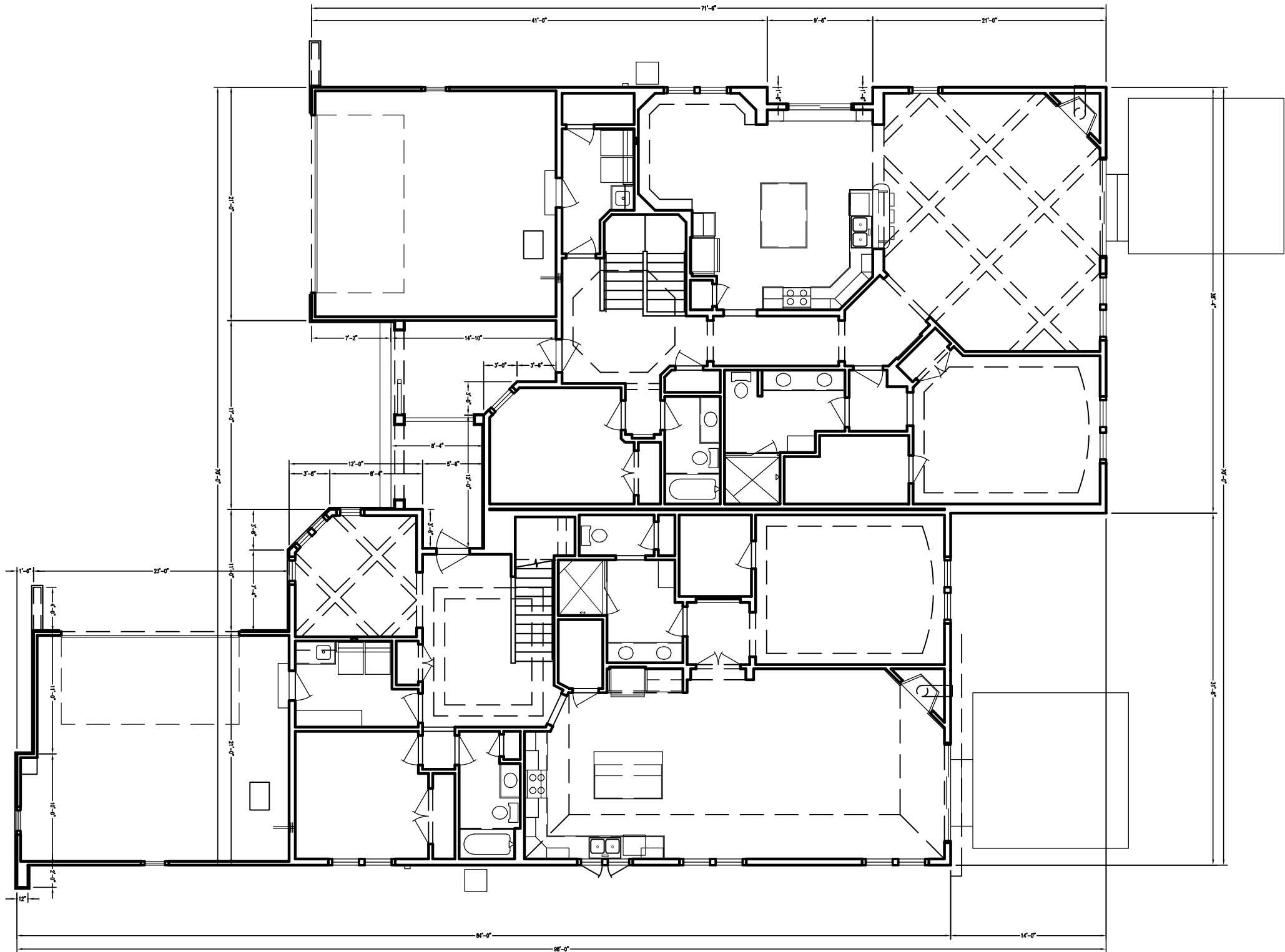
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 69

UNIT 70

CONDOMINIUM PLAT OF
STONE LAKE



UNIT 69

UNIT 70

**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

1167332

**JENNIFER J. LAURIN
OZAUKEE COUNTY**

**REGISTER OF DEEDS
RECORDED ON**

02/07/2025 11:53 AM

REC FEE: 30.00

TRANS FEE:

PAGES: 61

EXEMPT #:

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

\$30

Parcel Number

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**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR STONE LAKE CONDOMINIUM (this "Declaration"), is made this 5th day of February 2024, by Stone Lake Development, Inc., a Wisconsin corporation (the "Declarant").

ARTICLE I

DECLARATION

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

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

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

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

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

ARTICLE III

DESCRIPTION OF UNITS

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

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

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

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

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

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

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

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

(b) Interior lights and light fixtures.

(c) Cabinets.

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

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

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

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

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

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

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

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

(a) The Land;

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

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

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

(e) Recreational amenities, if any.

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

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

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

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

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

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

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

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

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

ARTICLE V

PERCENTAGE INTERESTS; VOTING

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

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

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

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

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

ARTICLE VI

RIGHT TO EXPAND

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

6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 70, subject to further separation under Section 8.03. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.

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

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

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

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

ARTICLE VII

CONDOMINIUM ASSOCIATION

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

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

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

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

7.04 Maintenance and Repairs.

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

Elements (except routine maintenance, repair and/or replacement of decks, patios and balconies which shall be the Unit Owner's responsibility) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except routine maintenance, repair and/or replacement of decks, patios and balconies which shall be the Unit Owner's responsibility), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. All repairs and replacements of decks, patios and balconies shall be the responsibility of the Unit Owner to which such improvement is appurtenant to. The Association shall be responsible for replacing when necessary any Common Elements and other Limited Common Elements. **Notwithstanding the fact that some of the Units in the Condominium will be located on that portion of the Condominium containing the public road (the "Public Road"), the Unit Owners of Units fronting on the Public Road shall be responsible for sharing (on a pro rata basis based upon the total number of Units in the Condominium) in the cost to maintain the full private road (the "Private Road") sections in the Condominium, including the long-term care and maintenance of the Private Road, by paying the full Association dues levied equally to all Unit Owners, which will include the maintenance and repair costs associated with the Private Road.**

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the routine maintenance, repair and/or replacement of exterior decks, patios or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 9.01. Each Unit (including routine maintenance repair and/or replacement of exterior decks, patios and balconies) shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, including the Limited Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly

reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

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

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

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and,

together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant, or any party succeeding to the interest of the Declarant by assignment, sale or foreclosure, shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or (b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).

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

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

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

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

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

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

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

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

8.02 Relocation of Boundaries.

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

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

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

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

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

8.03 Separation of Units.

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

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units in accordance with Section 7.07.

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

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

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

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary

condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

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

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

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

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. A copy of each lease of all or any part of a Unit shall be filed with the Association within five (5) business days of such lease's effectiveness. The restrictions against leasing contained in this

Section 8.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 Signs. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. This provision shall be enforced by the Association to the extent permitted by law.

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

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

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

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

ARTICLE IX

INSURANCE

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

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

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

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

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

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

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

ARTICLE X

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

CONDEMNATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII

MORTGAGEES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

AMENDMENT

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

ARTICLE XIV

REMEDIES

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

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

ARTICLE XV

GENERAL

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

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

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

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

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

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

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

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

15.10 Disclosure Regarding Construction. The Declarant discloses that until and after the Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction, traffic, dust and other conditions incident to construction.

15.11 Impact on Woods Located at the Southwest Corner. The woods located at the southwest corner of the property is known as the Cedarburg Woods-West site in the Southeastern Wisconsin Regional Plan Commission (SEWRPC) Report No.42. These woods shall be preserved to the amount practicable with the impact on the woods be kept to the absolute minimum. Any cutting of woods done outside of the approved improvement plan and must be approved in advance and in writing by the City Forester. The cutting shall be done in the presence of City Staff and at the expense of the Condominium Association.

15.12 Roadway Use and Access Easement Grant. Declarant hereby grants to the public, and to the City, its employees, agents, contractors, successors and assigns, pedestrian and motor vehicle use and access to and from the Development within the public road dedication outlot set forth on the Condominium Plat.

15.13 Emergency Services and Utility Access Easement Grant. Declarant hereby grants to the City, its employees, agents, contractors, successors and assigns, pedestrian and motor vehicle access over, across, through and under all private roads and Outlots within the Development for purposes of pedestrian and vehicular access to maintain and repair all public utilities within the Condominium and for pedestrian and vehicular access for all governmental emergency services, including, but not limited to, police, fire, ambulance and emergency government.

15.14 Public Sidewalk Dedication. Declarant hereby grants and dedicates to the public, all sidewalks adjacent to public roadways, to be used and accessed by the public for all uses allowed by applicable law, standard, or regulation.

15.15 Responsibility of Condominium Owners Association. The Association shall be responsible for the private streets, storm sewer, storm water ponds, quarry, bio-filters, landscaping, maintenance (including snow removal) of all private and public sidewalks and terrace areas along the public portion of roadway and Stone Lake Circle, and maintenance of all Common Areas within the Condominium. The Condominium Association acknowledges the inherent danger due to the depth of the quarry and the Association hereby holds the City harmless from and indemnifies the City against any responsibility due to the quarry. All parties are hereby notified of the existence and binding effect of the Development Agreement dated November 13, 2023, entered into between Declarant and the City of Cedarburg and the Condominium Plat, each of which pertain to this Condominium. As stated earlier in this Declaration, Declarant agrees that a

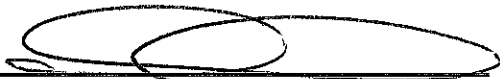
capital replacement reserve fund for the repair and replacement of the private roads within the Condominium, shall be included within the dues requirements for Unit Owners within the Condominium.

15.16. Utilization of Water Feature. Utilization of the water feature within the Condominium, including, but not limited to use of the water feature for recreational purposes by Unit Owners and/or the prohibition of certain uses of the water feature by Unit Owners, shall be regulated and governed by the Rules and Regulations (defined in Section 7.01 above) adopted by the Association from time to time.

[Execution Page Follows]

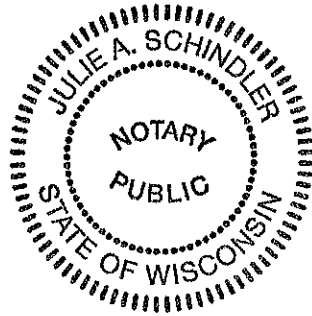
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed
this day 5th of February, 2025.

STONE LAKE DEVELOPMENT, INC., a
Wisconsin corporation

By: 
Craig Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 5th day of February 2025, Craig
Caliendo, as President of Stone Lake Development, Inc, a Wisconsin corporation,
who executed the foregoing instrument and acknowledged the same.



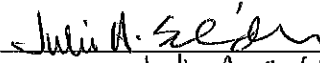

Name: Julie A Schindler
Notary Public, State of Wisconsin
My Commission: 10-3-25

EXHIBIT A - CONDOMINIUM LAND LEGAL DESCRIPTION

LOT ONE (1) AND LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

EXHIBIT B

CONDOMINIUM PLAT

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG OZAUKEE COUNTY, WISCONSIN

DECLARANT: STONE LAKE DEVELOPMENT, INC.

NOTES:

1. REFER TO ARTICLE 4.01 OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE COMMON ELEMENTS.
2. REFER TO ARTICLE 4.02 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
3. THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAN ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
4. THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER SIMILAR FEATURES OF THE EXPANSION LANDS, INCLUDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, GENERAL COMMON ELEMENTS, AND THE UNITS.
5. THE 60' WIDE PUBLIC ROAD RIGHT-OF-WAY OF STONE LAKE CIRCLE AND FUTURE ROADWAY (S.U.B.) WAS DEDICATED BY CERTIFIED SURVEY MAP NO. 4284, WHICH WAS RECORDED AS DOCUMENT NO. 1167293, SEE SHEET 2.

CONDOMINIUM LANDS:

LOT ONE (1) AND LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCELS CONTAIN 1,229,451 SQUARE FEET OR 28.224 ACRES.

EXPANSION LANDS:

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 479,177 SQUARE FEET OR 11,000 ACRES.

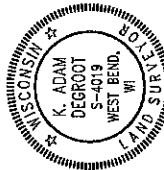
SURVEYOR'S CERTIFICATE:

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

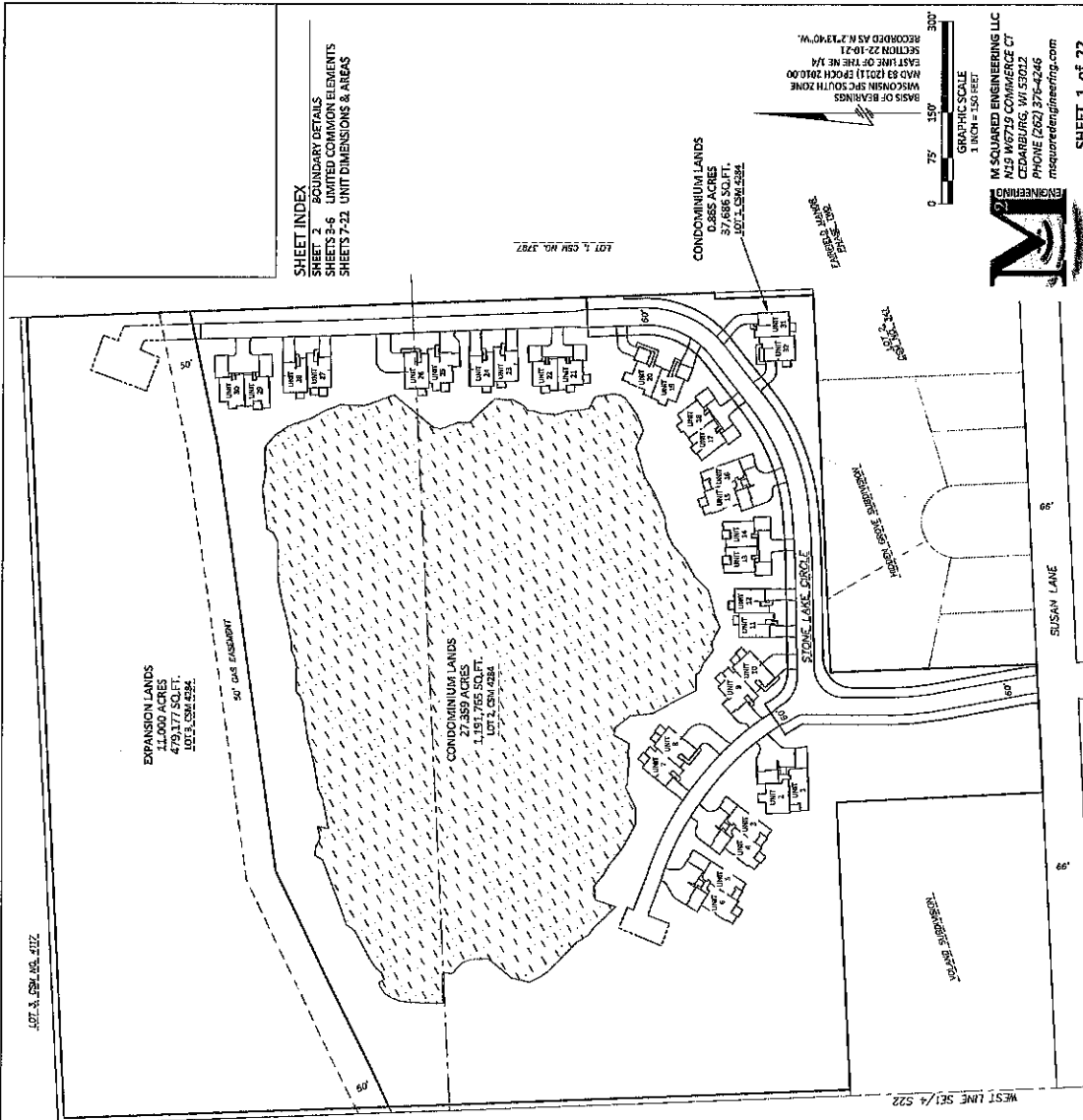
THIS CONDOMINIUM PLAN IS A CORRECT REPRESENTATION OF "STONE LAKE CONDOMINIUM" AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAN. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY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

Digitally signed by K. Adam Degroot
 Date: 2025.02.06 12:01:58 -0600
FEBRUARY 6, 2025
 DATE

K. ADAM DEGROOT, PLS-4019



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



SHEET INDEX
 UNITARY OFFINGS
 SHEETS 2-6 UNIT COMMON ELEMENTS
 SHEETS 7-22 UNIT DIMENSIONS & AREAS

GRAPHIC SCALE
 1 INCH = 500 FEET
 MASS OF BUILDINGS
 EAST LINE OF THE NE 1/4
 SECTION 22-10-21
 WISCONSIN SPC SOUTH ZONE
 M4D 83 (2011) PFOCH 2010.00
 RECORDED AS N. 13140' W.



M SQUARED ENGINEERING LLC
 119 WEST 19th COMMERCE CT
 CEDARBURG, WI 53012
 PHONE (262) 376-4246
 msquaredengineering.com

SHEET 1 OF 22

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG

OZAUKEE COUNTY, WISCONSIN

CURVE TABLE

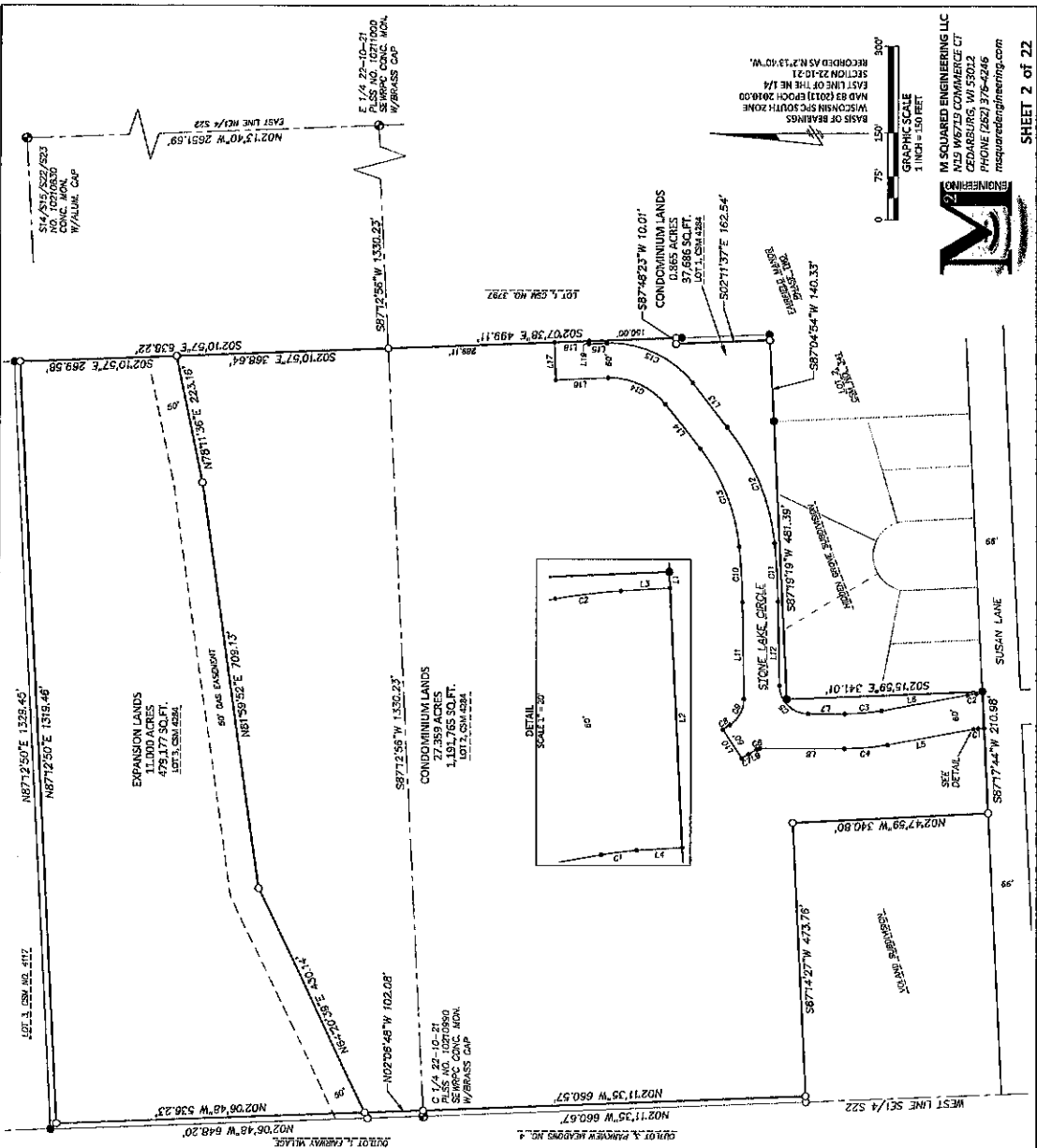
NO.	ARC	RADIUS	DELTA	CHORD	DIST.	TANGENT	TANGENT
C1	8.26	70.00	6°45'31"	N08°54'34"W	8.25	N87°34'58"W	N07°17'19"W
C2	15.83	130.00	6°45'31"	N08°54'34"W	15.33	N87°34'58"W	N10°17'19"W
C3	64.46	393.37	10°27'04"	N02°03'47"W	64.37	N07°09'45"E	N10°17'19"W
C4	75.40	413.37	10°27'04"	N05°03'47"W	75.30	N07°09'45"E	N10°17'19"W
C5	77.53	50.00	88°50'32"	N44°35'11"E	70.00	N89°00'37"E	N00°09'45"E
C6	5.15	9.21	32°00'45"	N15°52'38"W	5.08	N07°09'45"E	N31°51'00"W
C7	12.90	470.00	1°34'23"	N82°38'12"W	12.90	N81°51'00"W	N32°25'24"W
C8	14.55	580.00	1°34'23"	53°28'12"E	14.55	S84°51'00"E	S82°25'24"E
C9	53.14	51.49	59°08'23"	55°12'51"E	50.82	S51°51'00"E	N89°00'37"E
C10	96.42	1205.82	4°34'53"	N85°48'11"E	96.39	N89°00'37"E	N84°25'44"E
C11	101.22	1268.82	4°34'53"	N85°48'11"E	101.19	N89°00'37"E	N84°25'44"E
C12	215.12	381.61	32°53'56"	N07°58'46"E	214.12	N84°25'44"E	N51°31'48"E
C13	184.66	321.61	32°53'56"	N07°58'46"E	182.14	N84°25'44"E	N51°31'48"E
C14	112.40	120.00	57°40'07"	N24°41'45"E	108.14	N51°31'48"E	N02°08'19"W
C15	168.60	180.00	59°40'07"	N24°41'45"E	162.51	N51°31'48"E	N02°08'19"W

LINE TABLE

NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	S87°17'44"W	5.69	L11	N89°00'37"E	168.00
L2	S87°17'44"W	60.01	L12	N89°00'37"E	145.43
L3	N09°31'48"W	11.27	L13	N51°31'48"E	98.54
L4	N09°31'48"W	10.40	L14	N51°31'48"E	98.54
L5	N10°17'19"W	151.91	L15	N02°08'19"W	31.24
L6	N10°17'19"W	151.91	L16	N02°08'19"W	91.24
L7	N00°09'45"E	68.69	L17	N87°34'58"E	84.82
L8	N00°09'45"E	146.40	L18	S00°07'38"E	60.00
L9	N31°51'00"W	16.87	L19	N87°34'58"E	4.81
L10	N56°24'36"E	60.00			

LEGEND

- = FOUND PLUS MONUMENT PER SURVEY POSSIBLE
- = FOUND 1.37" O.D. (1") I.D. IRON PIPE
- = FOUND 3/4" x 1 1/8" REBAR - PER CSA 4284
- = FOUND 3/4" x 1 1/8" REBAR - RAW MONUMENTS
- = CONDOMINIUM BOUNDARY LINE
- - - = BASEMENT LINE
- - - = PLUS LINE



STONE LAKE CONDOMINIUM

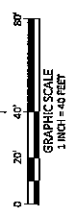
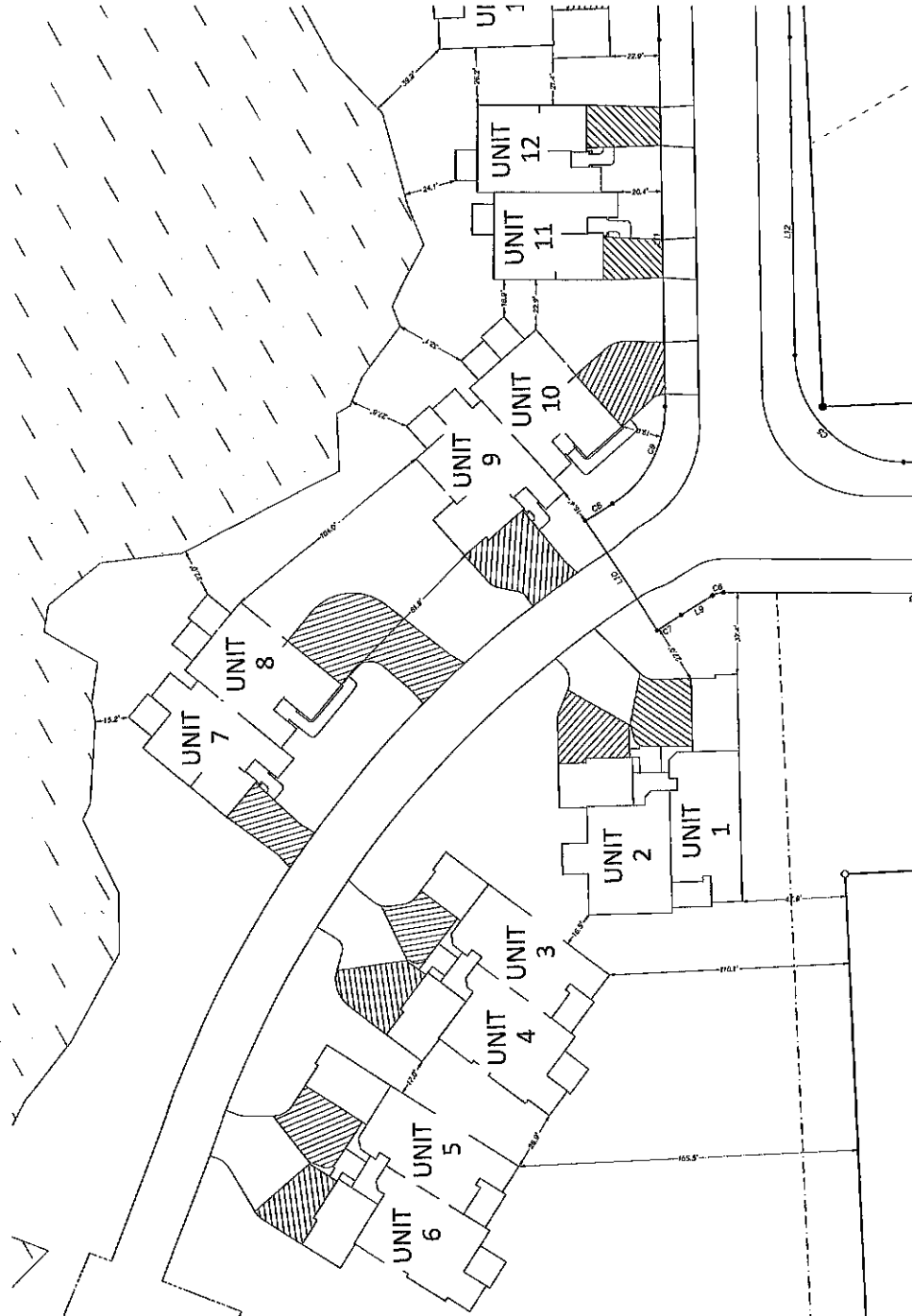
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

NOTES:

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



LIMITED COMMON ELEMENT (L.C.E.)



M SQUARED ENGINEERING LLC
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msquaredengineering.com

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SHEET 3 of 22

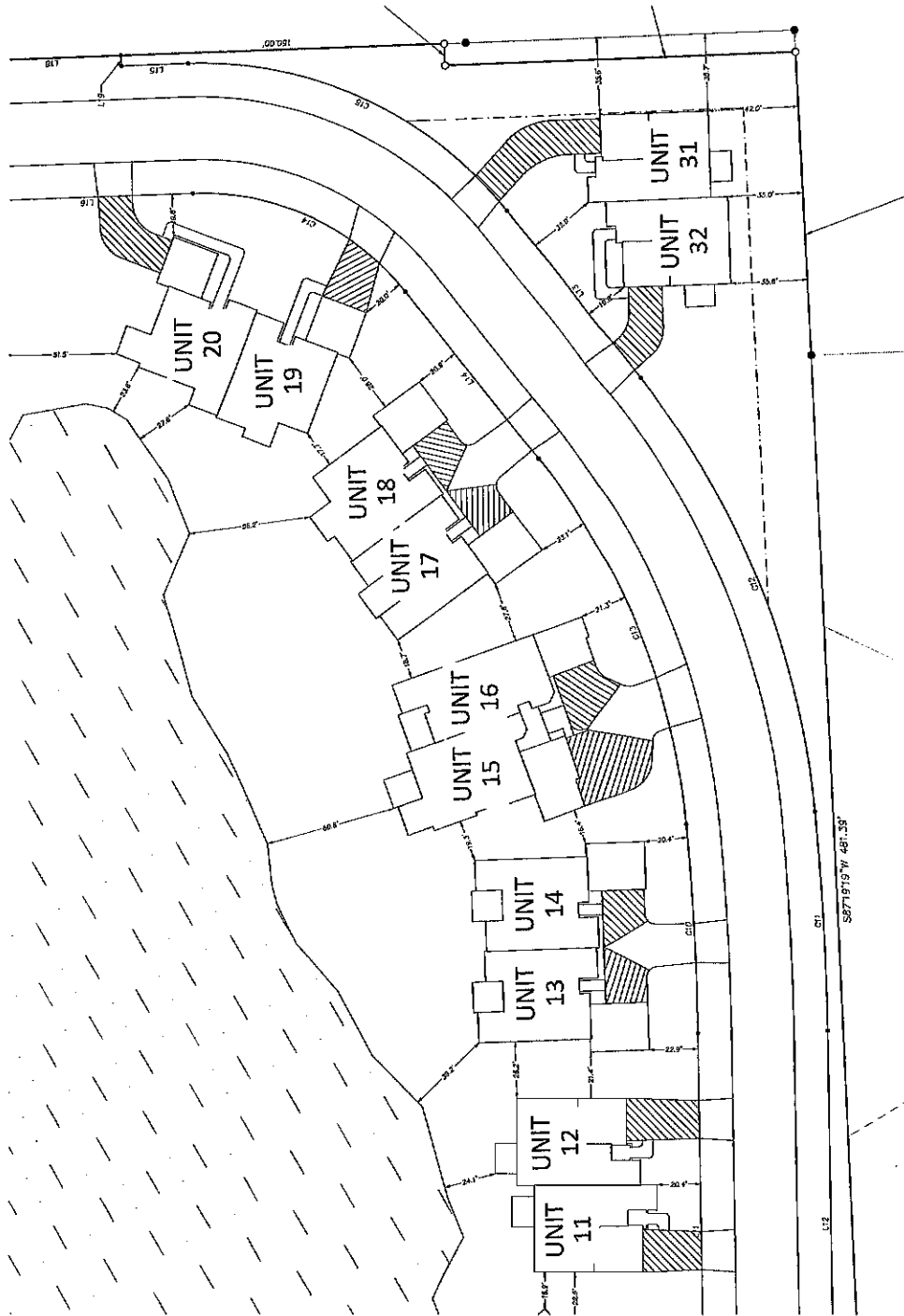
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

NOTES:
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LIMITED COMMON ELEMENT (L.C.E.)



M ENGINEERING
 M SQUARED ENGINEERING LLC
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 msquaredengineering.com

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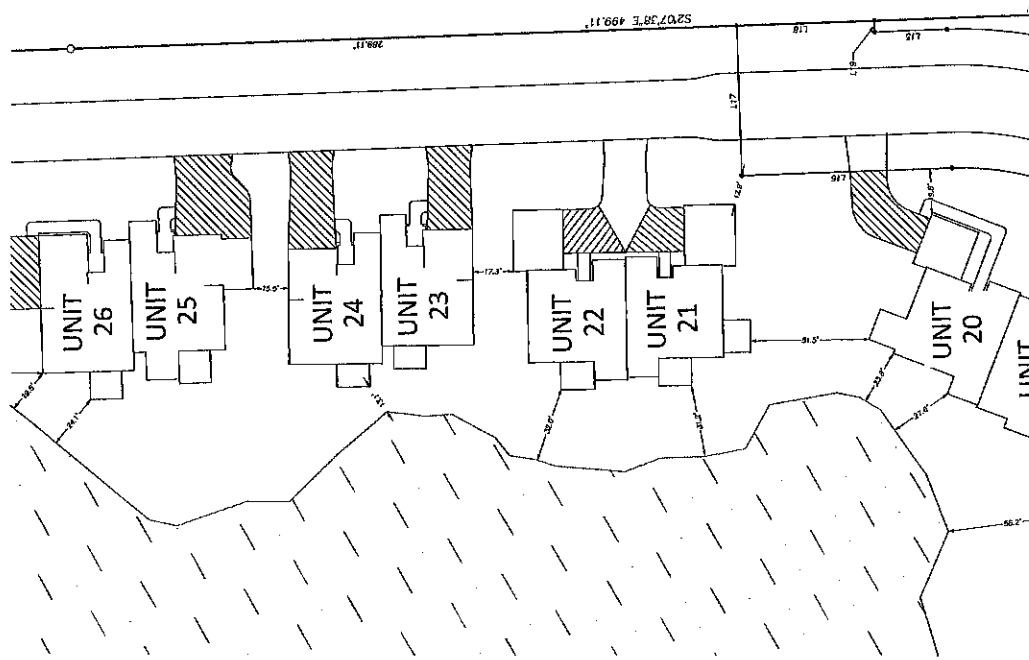
SHEET 4 OF 22

STONE LAKE CONDOMINIUM
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

NOTES:
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LIMITED COMMON ELEMENT (L.C.E.)



GRAPHIC SCALE
1 INCH = 40 FEET



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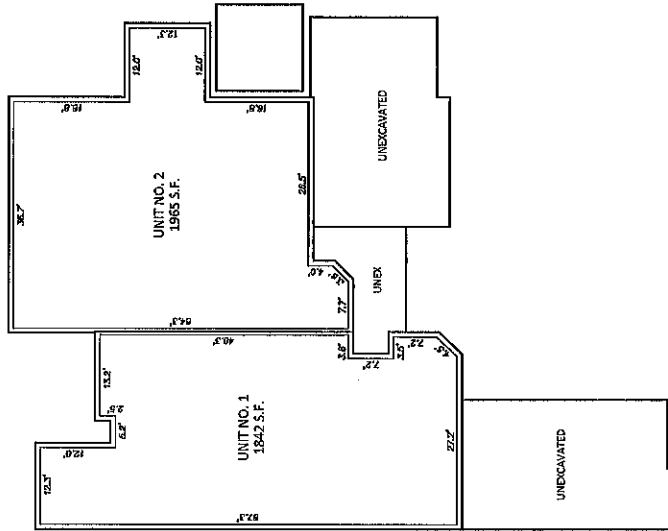
SHEET 5 OF 22

STONE LAKE CONDOMINIUM

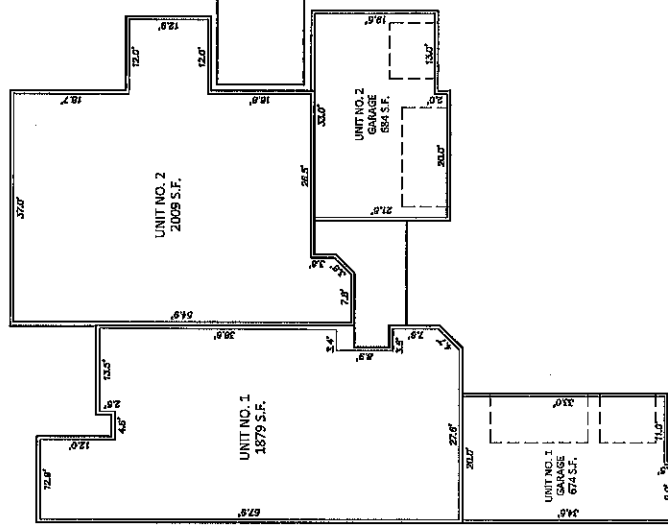
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 1 - N105 W6645 STONE LAKE CIRCLE
 UNIT NO. 2 - N105 W6655 STONE LAKE CIRCLE

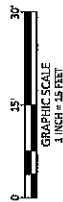
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
1	1842	1879	4395
2	1955	2009	4658



BASEMENT LEVEL



MAIN LEVEL



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



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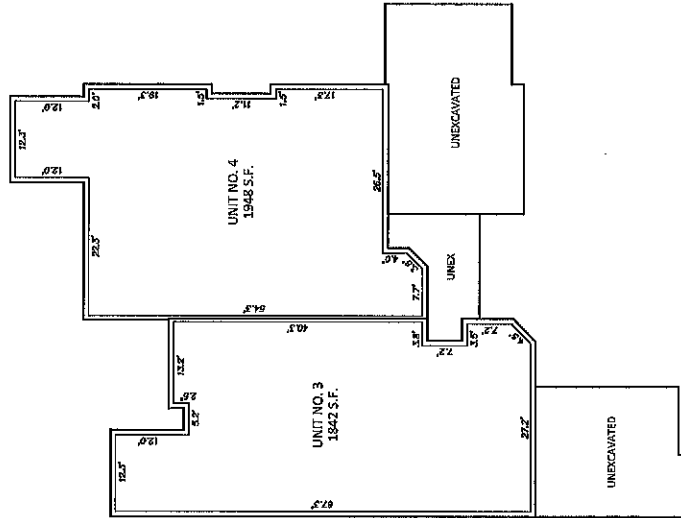
SHEET 7 of 22

STONE LAKE CONDOMINIUM

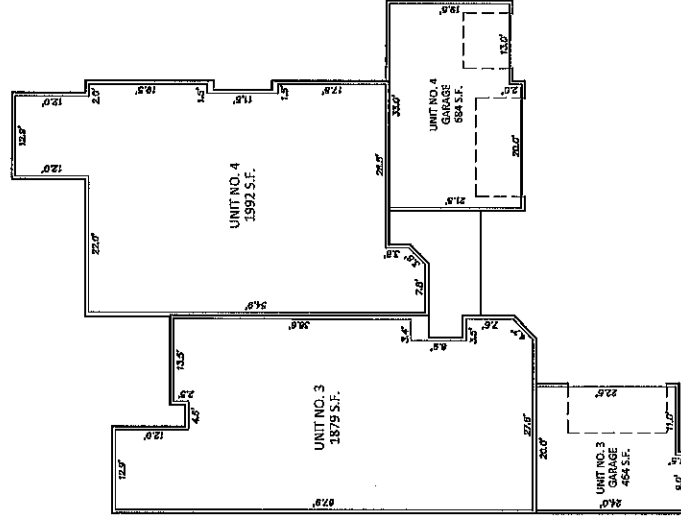
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 3 - N105 W6665 STONE LAKE CIRCLE
UNIT NO. 4 - N105 W6675 STONE LAKE CIRCLE

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



BASEMENT LEVEL



MAIN LEVEL



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

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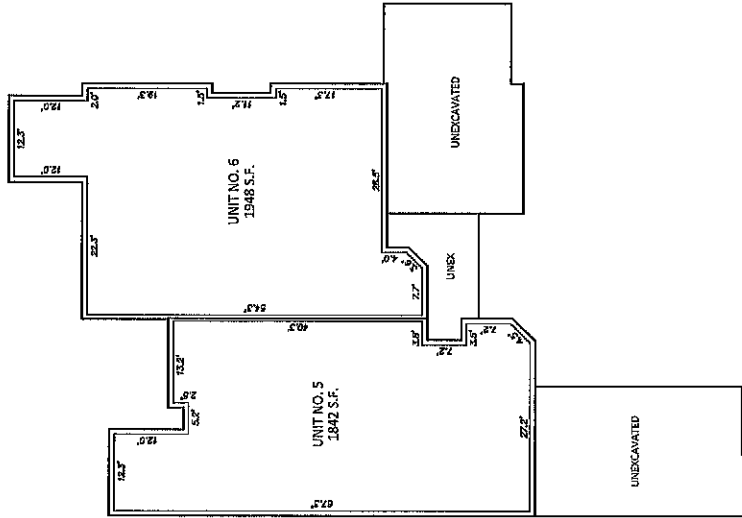
SHEET 8 of 22

STONE LAKE CONDOMINIUM

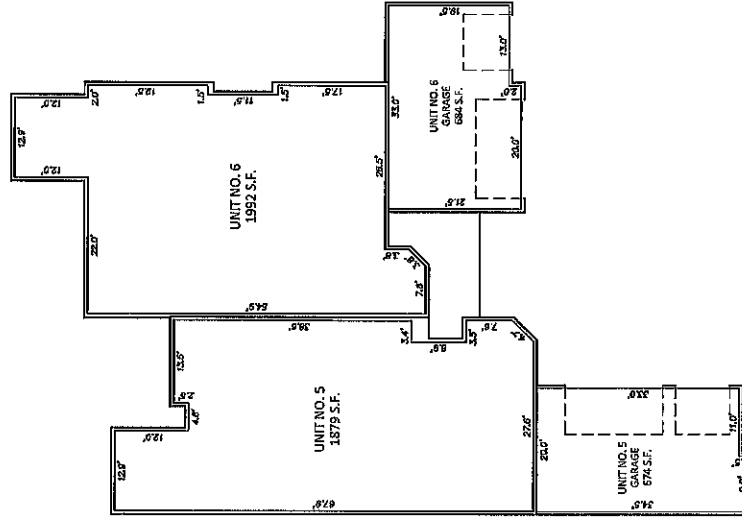
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 5 - N105 W6695 STONE LAKE CIRCLE
UNIT NO. 6 - N105 W6705 STONE LAKE CIRCLE

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



BASEMENT LEVEL



MAIN LEVEL



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

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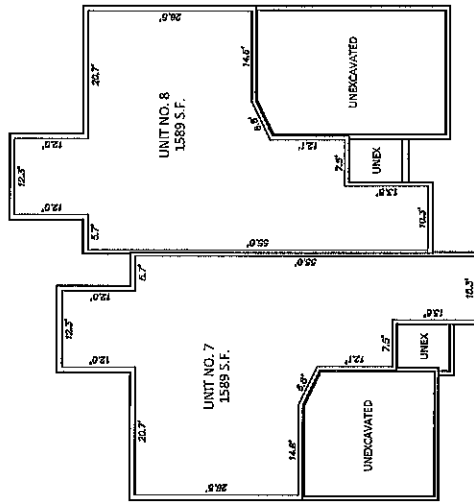
SHEET 9 of 22

STONE LAKE CONDOMINIUM

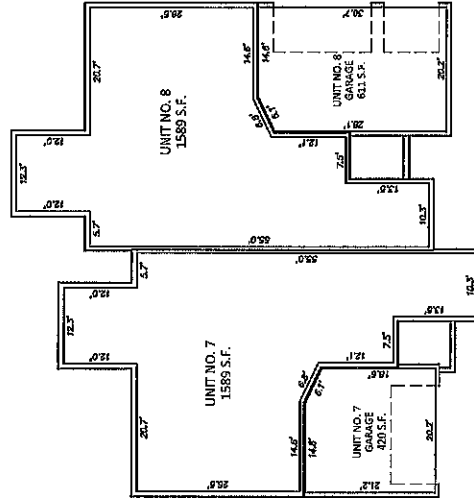
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 7 - N106 W6640 STONE LAKE CIRCLE
 UNIT NO. 8 - N106 W6630 STONE LAKE CIRCLE

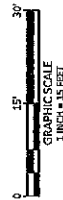
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
7	1885	1979	4579
8	1888	1983	4426



BASEMENT LEVEL



MAIN LEVEL



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

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 1154 WISCONSIN COMMERCE CT
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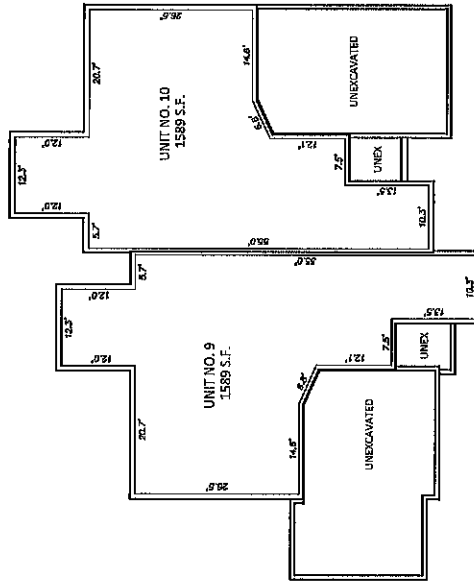
SHEET 10 of 22

STONE LAKE CONDOMINIUM

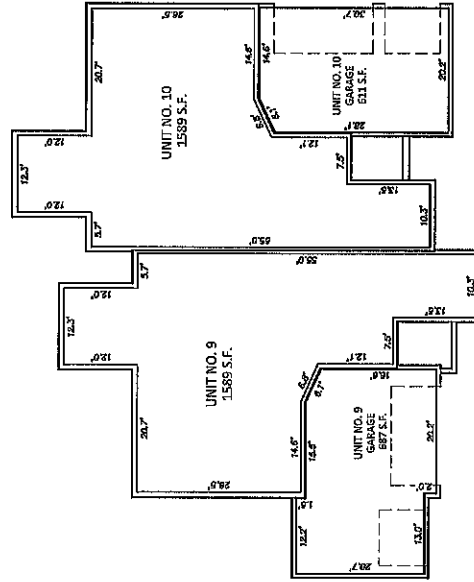
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 9 - N106 W6600 STONE LAKE CIRCLE
UNIT NO. 10 - N106 W6590 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
9	1589	1589	3178
10	1589	1589	3178



BASEMENT LEVEL



MAIN LEVEL



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

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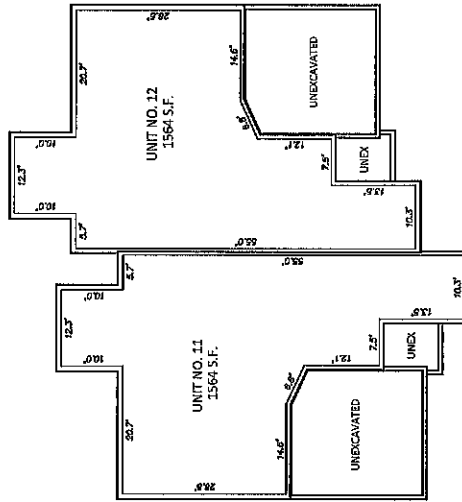
SHEET 11 of 22

STONE LAKE CONDOMINIUM

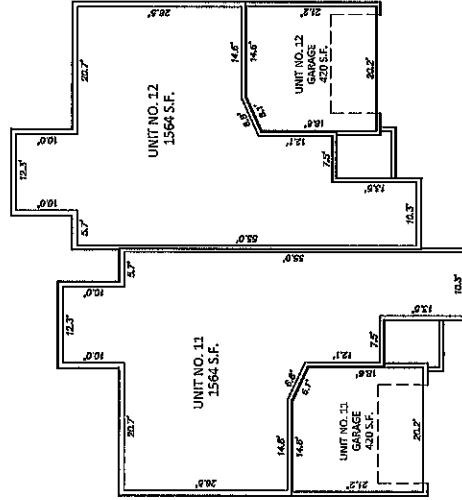
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 11 - N106 W6570 STONE LAKE CIRCLE
UNIT NO. 12 - N106 W6560 STONE LAKE CIRCLE

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



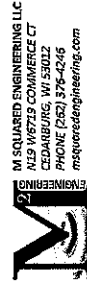
BASEMENT LEVEL



MAIN LEVEL



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



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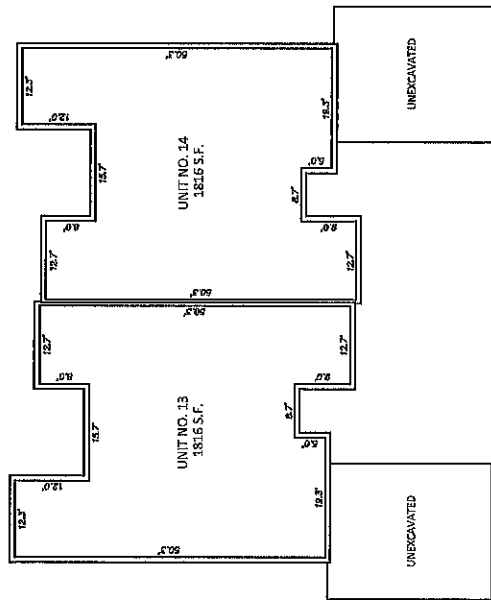
SHEET 12 of 22

STONE LAKE CONDOMINIUM

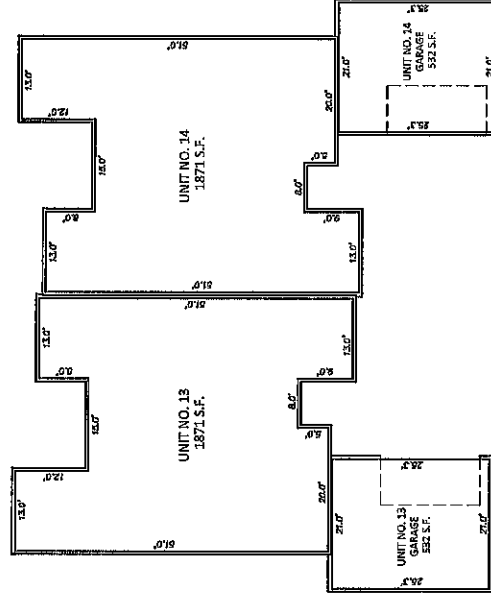
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 13 - N106 W6540 STONE LAKE CIRCLE
 UNIT NO. 14 - N106 W6530 STONE LAKE CIRCLE

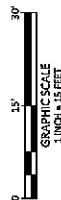
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE
13	1816	1871	552
14	1816	1871	552
			4219
			4219



BASEMENT LEVEL



MAIN LEVEL



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



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SHEET 13 OF 22

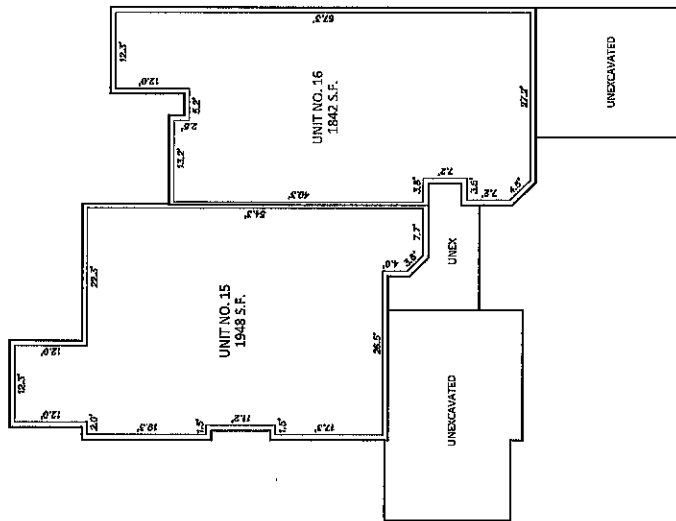
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

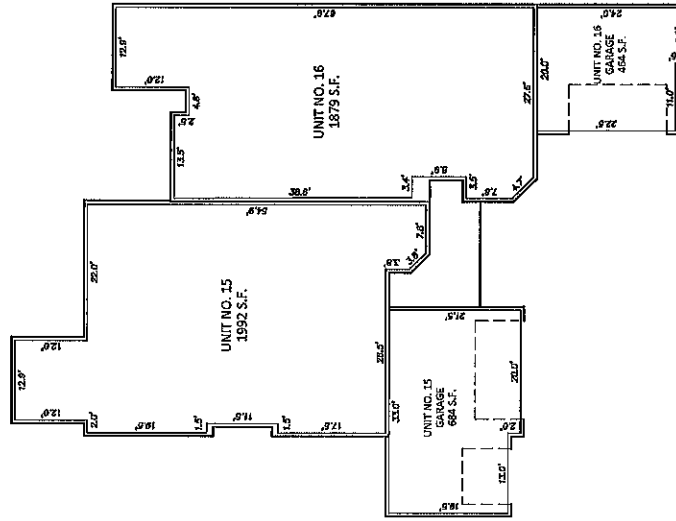
UNIT NO. 15 - N106 W6500 STONE LAKE CIRCLE
 UNIT NO. 16 - N106 W6490 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)

UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
15	1948	1992	684	4624
16	1842	1879	464	4185



BASEMENT LEVEL

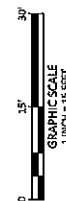


MAIN LEVEL

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

M SQUARED ENGINEERING LLC
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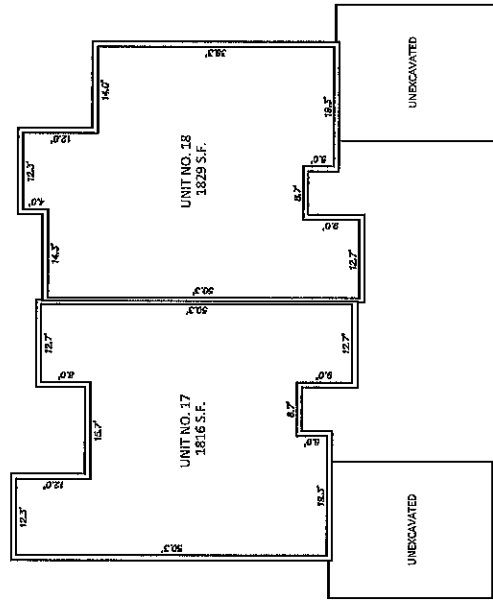
SHEET 14 of 22

STONE LAKE CONDOMINIUM

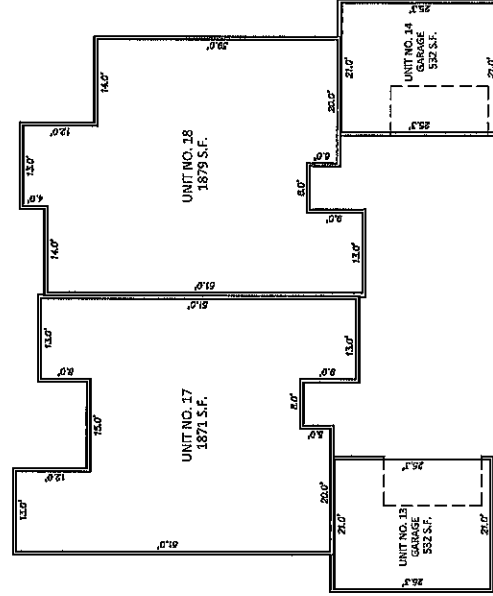
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 17 - N106 W6470 STONE LAKE CIRCLE
UNIT NO. 18 - N106 W6460 STONE LAKE CIRCLE

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



BASEMENT LEVEL



MAIN LEVEL



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

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

M
M SQUARED ENGINEERING, LLC
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CEDARBURG, WI 53022
PHONE (262) 376-4246
msquaredengineering.com

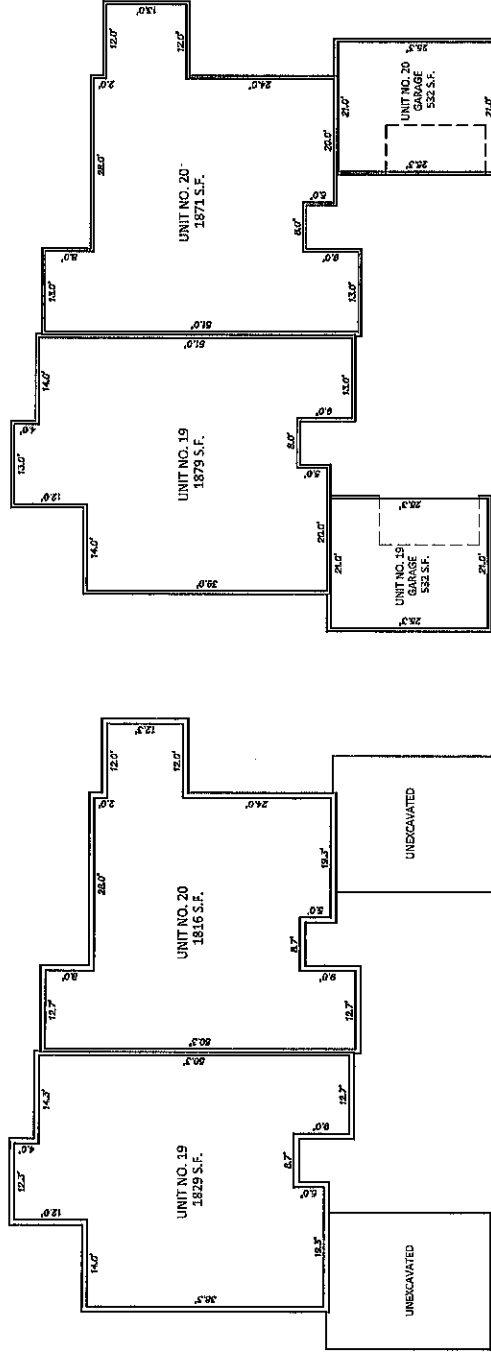
SHEET 15 OF 22

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 19 - W64 N1069 STONE LAKE CIRCLE
UNIT NO. 20 - W64 N1071 STONE LAKE CIRCLE

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



MAIN LEVEL

BASEMENT LEVEL

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

M SQUARED ENGINEERING LLC
N19 W2719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

THIS INSTRUMENT DRAFTED BY K. ADAM DEGROOT, PLS-4013



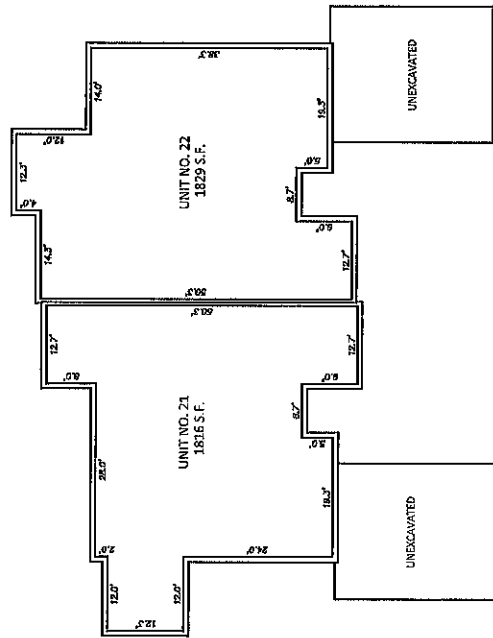
SHEET 16 OF 22

STONE LAKE CONDOMINIUM

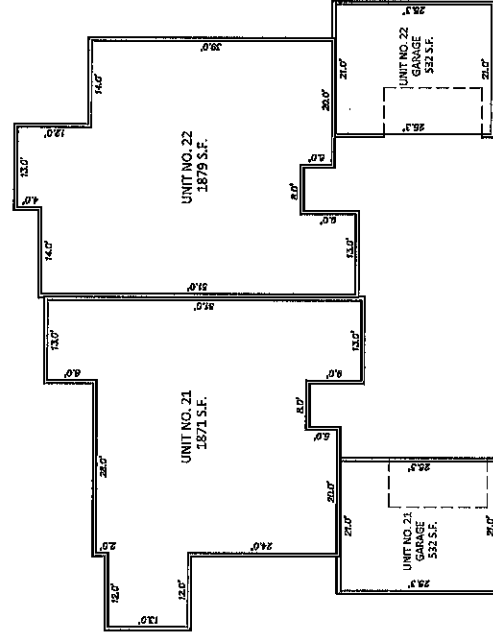
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 21 - W64 N1083 STONE LAKE CIRCLE
UNIT NO. 22 - W64 N1085 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
21	1816	1871	4219
22	1829	1879	4210



BASEMENT LEVEL



MAIN LEVEL



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

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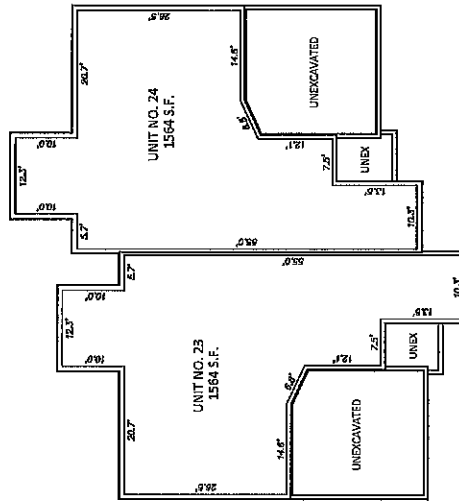
SHEET 17 OF 22

STONE LAKE CONDOMINIUM

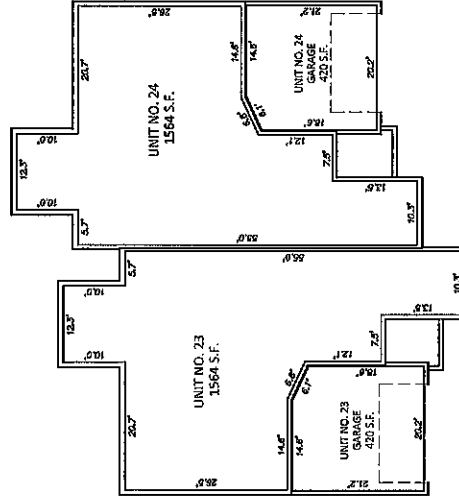
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 23 - W64 N1089 STONE LAKE CIRCLE
 UNIT NO. 24 - W64 N1091 STONE LAKE CIRCLE

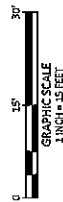
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
23	1564	1564	3548
24	1564	1564	3548



BASEMENT LEVEL



MAIN LEVEL



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

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

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

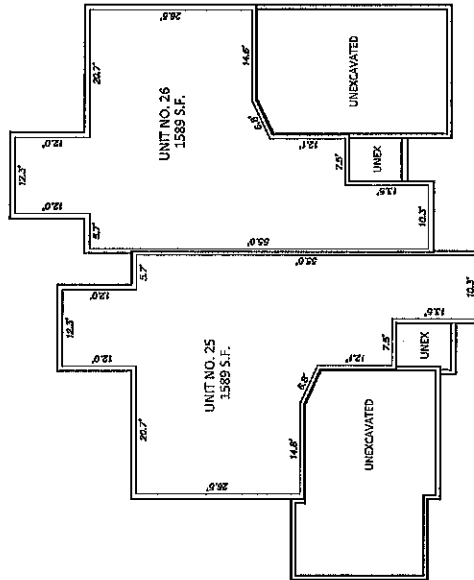
SHEET 18 of 22

STONE LAKE CONDOMINIUM

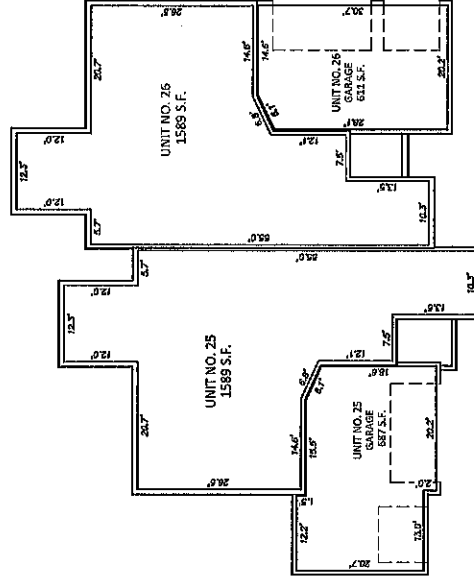
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 25 - W64 N1097 STONE LAKE CIRCLE
UNIT NO. 26 - W64 N1099 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
25	1589	1589	3178
26	1589	1589	3178



BASEMENT LEVEL



MAIN LEVEL



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

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M SQUARED ENGINEERING, LLC
N15 W6719 COMARFEE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

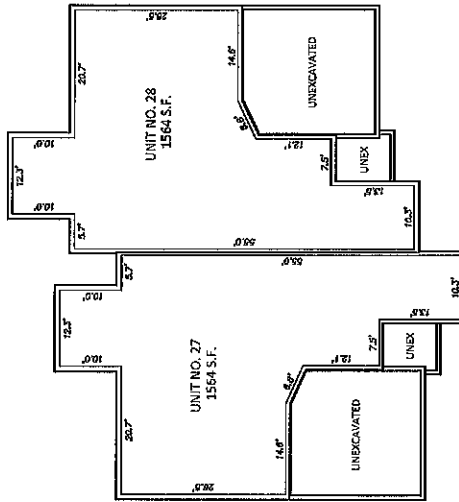
SHEET 19 of 22

STONE LAKE CONDOMINIUM

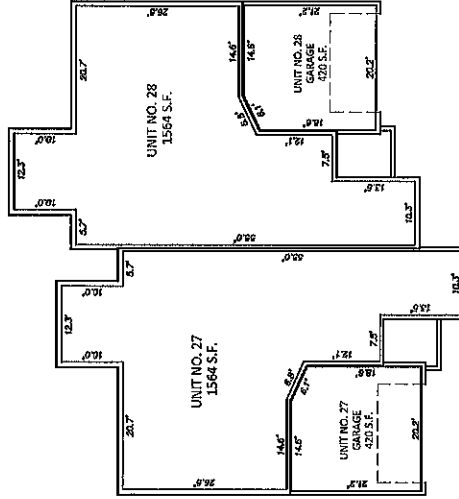
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 27 - W64 N1113 STONE LAKE CIRCLE
UNIT NO. 28 - W64 N1115 STONE LAKE CIRCLE

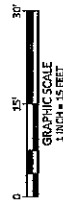
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
27	1564	1564	3128
28	1564	1564	3128



BASEMENT LEVEL



MAIN LEVEL



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

THIS INSTRUMENT DRAFTED BY K. ADAM DEGROOT, P.S.-0019

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

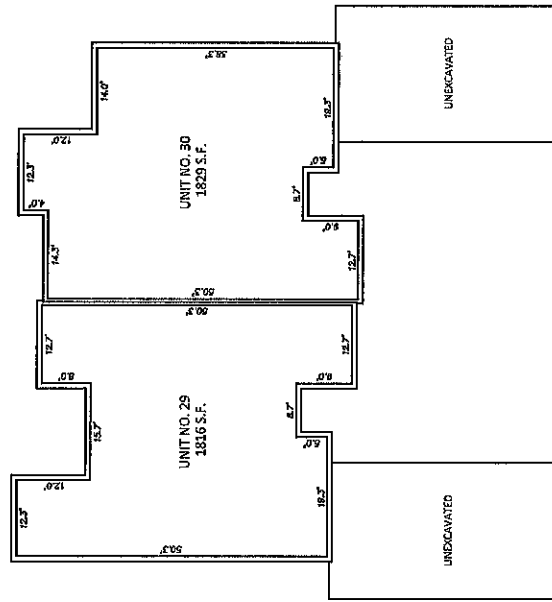
SHEET 20 of 22

STONE LAKE CONDOMINIUM

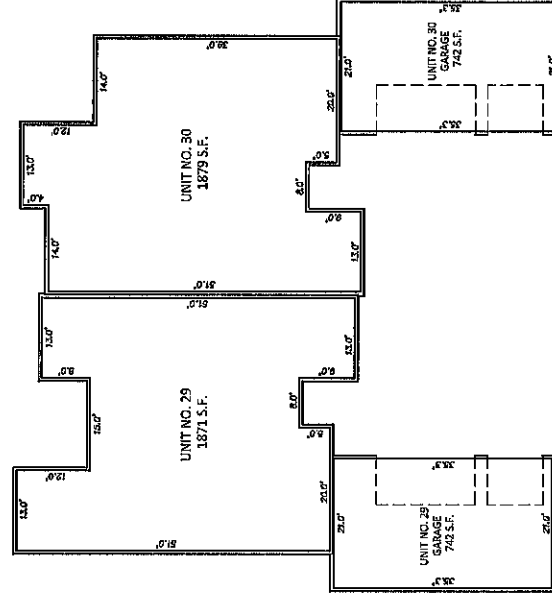
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 29 - W64 N1121 STONE LAKE CIRCLE
UNIT NO. 30 - W64 N1123 STONE LAKE CIRCLE

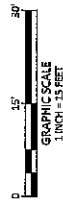
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
29	1816	1871	4429
30	1829	1879	4450



BASEMENT LEVEL



MAIN LEVEL



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

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

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PHONE (262) 376-4246
msquaredengineering.com

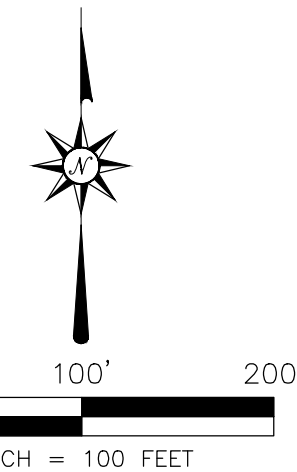
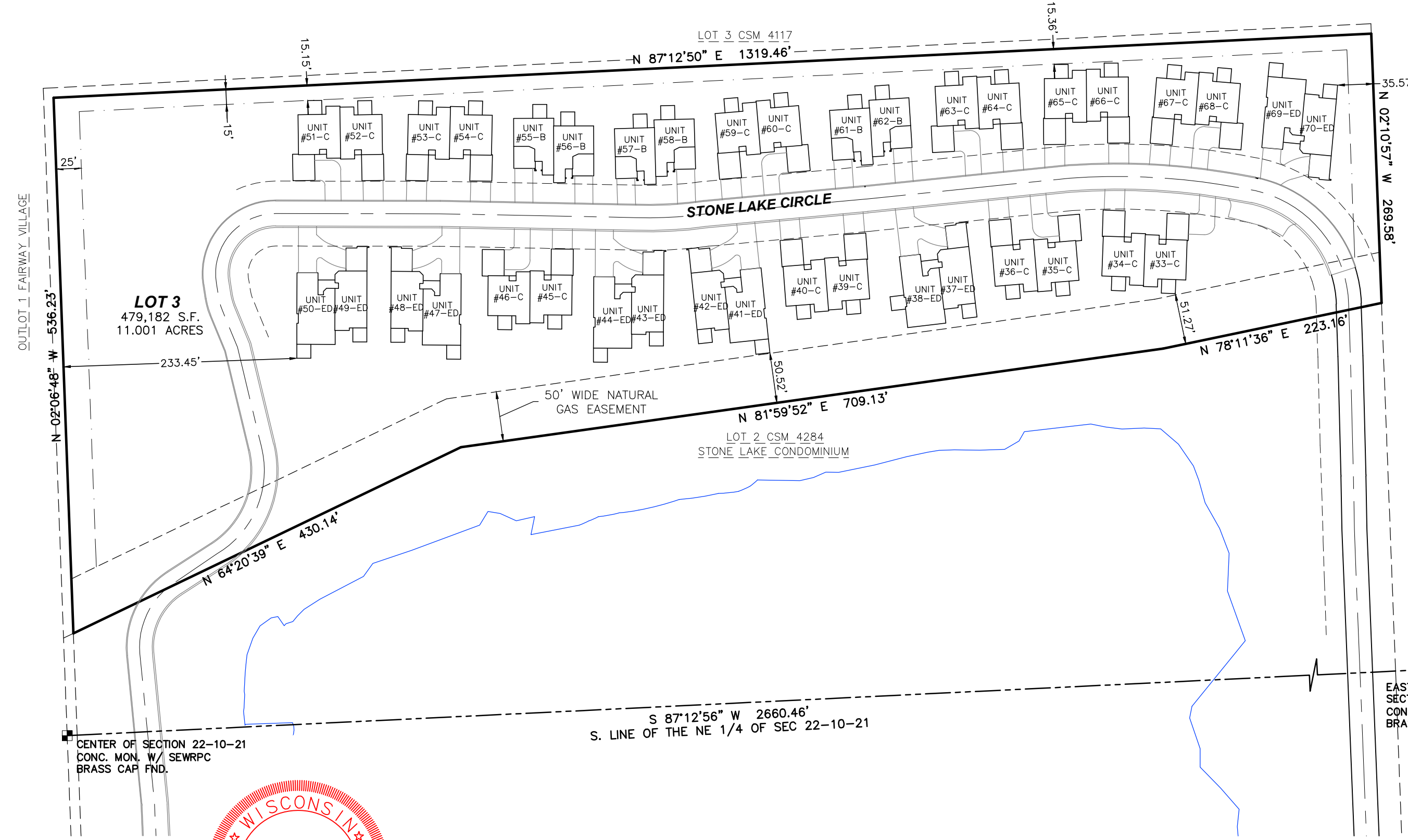
SHEET 21 of 22

EXHIBIT C - CONDOMINIUM EXPANSION LANDS

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

STONE LAKE CONDOMINIUM ADD. NO 1

LOT 3 OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

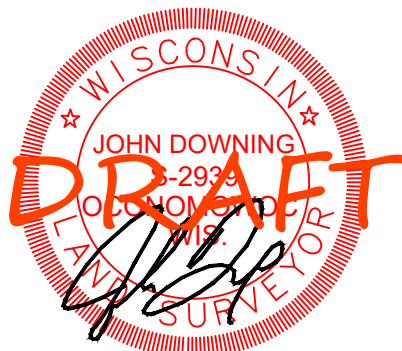


NE CORNER OF SECTION 22-10-21 CONC. MON. W/ SEWRPC BRASS CAP FND.

NOTES:

- REFER TO _____ OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE COMMON ELEMENTS.
- REFER TO ARTICLE _____ OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
- THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAT ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
- SIDEWALKS, PATIOS, AND DECKS ATTACHED TO A UNIT ARE LIMITED COMMON ELEMENTS (L.C.E.), BUT ALL CANNOT BE SHOWN GRAPHICALLY DUE TO VARYING SIZES AND CONFIGURATIONS.

EAST 1/4 CORNER OF SECTION 22-10-21 CONC. MON. W/ SEWRPC BRASS CAP FND.



I, JOHN D. DOWNING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF WISCONSIN, AND THAT THIS CONDOMINIUM PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 703 AND A-E 7 OF THE WISCONSIN STATUTES. AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS ARE DEPICTED AS PROVIDED BY THE DECLARANT, AND CAN BE DETERMINED FROM THE PLAT.

LEGEND

■	SECTION CORNER MONUMENT
○	FOUND 3/4 REBAR" OR NOTED
○	FOUND 1" IRON PIPE OR NOTED
◇	FOUND SPIKE



LAND SURVEYING • LAND PLANNING
 955 LEXINGTON DR.
 OGDONOWOC, WI 53066
 WWW.LANDTECHWI.COM
 (262) 367-7599

JOHN D. DOWNING, PLS S-2939

DATE:

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

DATE: 03/11/2026
 JOB# 25208
 SHEET 1 OF 1

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date: May 4, 2026

General Information:

Agenda Item: 6.C.

Applicant/Property Owner:

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

Requested Action:

Recommendation to the Common
Council for approval of Final
Condominium Plat and Declaration
of Condominium – Stone Lake Phase
II

Current Zoning:

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

Current Master Plan Classification:

High-Medium Density Residential

Surrounding Zoning/Land Use:

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

Lot Size:

~ 41.36 acres

Location:

6660 Susan Lane

Discussion:

The applicant presents a Stone Lake Phase II final condominium plat that is consistent with expectations based upon the preliminary condominium plat approved back in 2022. This plat and related details are contained within the 1st Amendment to the Declaration of Condominium for Stone Lake Condominium (see copy attached). The initial phase of this development contained units 1-32 in 16 buildings. Several of these are already built and sold. Several others are under construction. Approval of the Phase II Final Plat will provide for 38 additional units to be constructed in 16 additional buildings (i.e., Units #33-70). There are no additional, future phases for this project.

Consistent with the preliminary condominium plat, only units/buildings 53/54, 65/66, and 39/40 are permitted to have double-forward front-facing garages.

2022 Ozaukee County GIS Aerial Map View – Stone Lake Condominium Site



Recommendation:

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

- 1) Applicant must enter into a development agreement and stormwater management/maintenance agreement with the City for construction/installation of all required improvements.
- 2) Final review and approval by the City Engineer as to any sewer, water, drainage, access, or utility plans and/or easements as may be required, prior to recording the Condominium Plat.

CITY OF CEDARBURG

MEETING DATE: May 11, 2026

ITEM NO: D.

TITLE:

Review, discussion and possible action on the request of applicant/property owner The Glen at Quarry Park LLC (in c/o John Wahlen) for Final Plat approval of the Quarry Park Subdivision, a 24-lot single-family residential neighborhood planned for development on 11.5-acres of land located directly east of Stone Lake Condominiums and north of Fairfield Manor Subdivision. This property is zoned Rs-3 Single-Family Residential with PUD Planned Unit Development Overlay.

ISSUE SUMMARY:

The applicant presents a Final Plat for Quarry Park Subdivision that is substantially consistent with the Preliminary Plat as approved by the Plan Commission on November 3, 2025, and the Common Council on November 24, 2025.

On March 2, 2026, the Plan Commission approved the Declaration of Restrictions and Covenants for Quarry Park.

On April 21, 2026, the Common Council approved the Development Agreement for Quarry Park. This document was recorded on April 28, 2026.

A stormwater management/maintenance agreement has not yet been entered into for Quarry Park.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

On May 4, 2026, the Pan Commission unanimously recommended to the Common Council in favor of approving this Final Plat subject to the following conditions:

- 1) Final approval by the City Engineer/Director of Public Works, and Cedarburg Light and Water, as to easements provided on the plat as presented;
- 2) Applicant to satisfy the review comments/objections of any/all objecting agencies given purview over this plat;
- 3) Applicant to correct the following clerical issues on the face of the plat:
 - a. Sheet 1 – General Notes – Final Bullet, change “The Glen at Quarry Park” to “Quarry Park”.
 - b. Sheet 2 – Certificate of Treasurer, change “Maureen Hartjes, Deputy Treasurer” to “Maureen Hartjes, Treasurer”.
- 4) Applicant to enter into a stormwater management/maintenance agreement with the City.
- 5) Recording of the Final Plat, Declaration of Restrictions and Covenants, and Stormwater Management/Maintenance Agreement concurrently, only upon/following completion (and certification by the City Engineer/Director of Public Works) of the required improvements (ref recorded Development Agreement).

ATTACHMENTS:

1. Quarry Park Final Plat Application
2. Quarry Park - Final Plat - 041526

3. PC StRept 5-4-26 Quarry Park Final Plat
4. GIS Aerial Map View - Quarry Park



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: LOT 1 HOLLY LN + W60 N1067 SHEFFYGAN RD, CEDARBURG, WI 53012

APPLICANT/BUSINESS NAME: THE GLEN AT QUARRY PARK, LLC

APPLICANT/BUSINESS ADDRESS: JOHN WAHLEN, CORNERSTONE, N63W23849 MAINST, SUSSEX, WI 53089

STATUS OF APPLICANT: [X] OWNER [] AGENT [] BUYER [] OTHER

PHONE: 262-932-4188 EMAIL: JW@CORNERSTONEDEVELOPMENT.COM

PROPERTY OWNER (IF DIFFERENT):

PROPERTY OWNER MAILING ADDRESS:

PROPERTY OWNER PHONE: PROPERTY OWNER EMAIL:

REQUEST FOR (CHECK ALL THAT APPLY):

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

DESCRIBE REQUEST: SUBDIVISION PLAT REVIEW FOR THIS NEW 24 LOT SUBDIVISION

PLEASE INCLUDE WITH YOUR APPLICATION:

One (1) copy of the full electronic set of application, narrative, sketches, plans, and photos of the proposal or request (in PDF format).

Three (3) Full-scale sets of supporting drawings, sketches, or survey maps-FOR STAFF USE

Ten (10) Reduced scale sets of plans (11" x 17" SIZE) For PLAN COMMISSION REVIEW

Eight (8) Reduced scale sets of plans (11" x 17" SIZE) For SITE AND ARCHITECTURAL REVIEW BOARD

SUBMIT ELECTRONIC COPIES TO MCENSKY@CITYOFCEDARBURG.WI.GOV

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

PROPERTY OWNER(S) SIGNATURE: [Signature] DATE: 4/15/26

FOR CITY STAFF USE ONLY

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

APPLICATION AND FEE RECEIVED BY: PLAN COMMISSION MEETING DATE:

ATTACHMENTS (CHECK IF RECEIVED):

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO:

ZONING: ALDERMANIC DISTRICT: PREVIOUS MEETING:

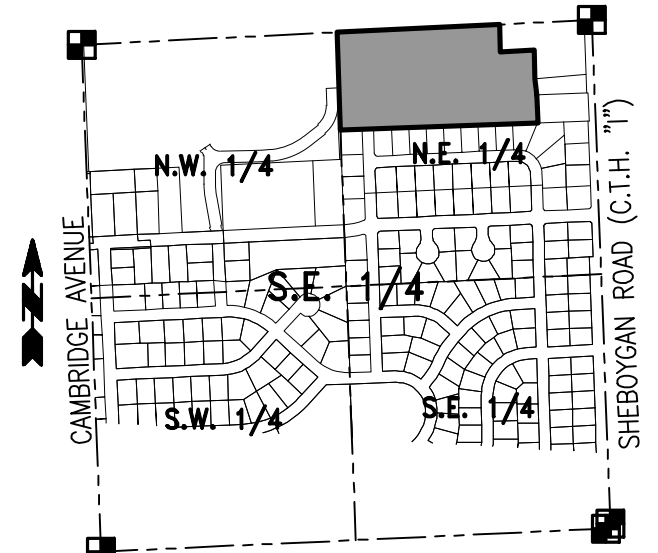
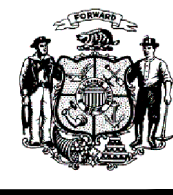
QUARRY PARK

BEING A REDIVISION OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3797, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

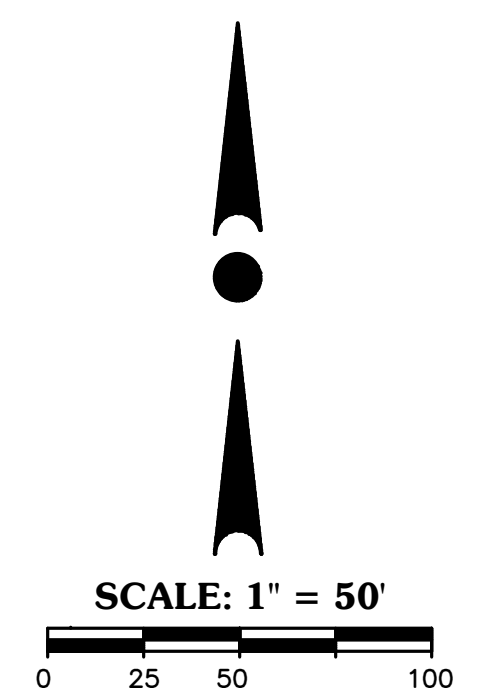


LOCALITY MAP:
S.E. 1/4, SEC. 22, T. 10 N., R. 21 E.
SCALE: 1"=1000'

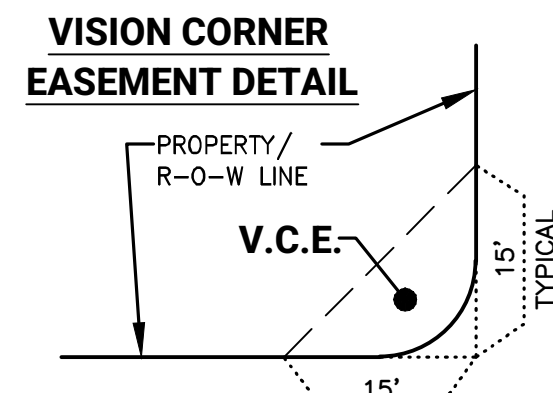
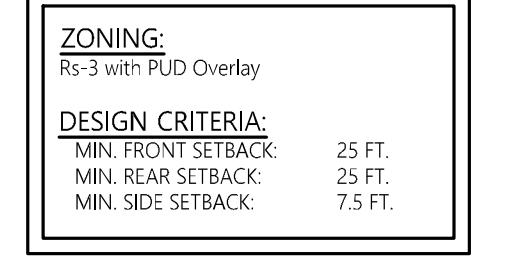
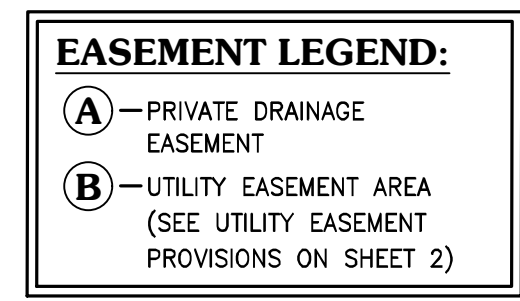


19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

OWNER:
THE GLEN AT QUARRY PARK, LLC
N63 W23849 MAIN ST.
SUSSEX, WI 53089



- GENERAL NOTES:**
- INDICATES SET 1.270" OUTSIDE DIAMETER X 18" LONG REINFORCING BAR (UNLESS OTHERWISE NOTED) WEIGHING 4.303 LBS. PER LINEAL FOOT. ALL OTHER LOT AND OUTLOT CORNERS ARE STAKED WITH 0.750" OUTSIDE DIAMETER X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
 - INDICATES FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED).
 - ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
 - ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO NEAREST SECOND AND COMPUTED TO THE NEAREST HALF-SECOND.
 - ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83/2011), IN WHICH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, BEARS NORTH 02°06'23" WEST.
 - ZONING: RS-3 WITH PUD OVERLAY.
 - THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION SHALL EACH OWN AN EQUAL UNDIVIDED FRACTIONAL INTEREST IN OUTLOTS 1 AND 2 OF THIS SUBDIVISION. OZAUKEE COUNTY SHALL NOT BE LIABLE FOR FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OF OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
 - STORMWATER MANAGEMENT FACILITIES ARE LOCATED ON OUTLOT 2 OF THIS SUBDIVISION. THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL EACH BE LIABLE FOR AN EQUAL UNDIVIDED FRACTIONAL SHARE OF THE COST TO REPAIR, MAINTAIN OR RESTORE SAID STORMWATER MANAGEMENT FACILITIES WITHIN THIS SUBDIVISION.
 - OUTLOT 1 CONTAINS OPEN SPACE.
 - THOSE AREAS LABELED "PRIVATE DRAINAGE EASEMENT" ARE HEREIN DEDICATED TO THE HOMEOWNERS ASSOCIATION OF "THE GLEN AT QUARRY PARK."



VISION CORNER EASEMENT: (V.C.E.)
CORNER LOTS AS SHOWN ON THIS PLAT ARE SUBJECT TO A VISION CORNER EASEMENT IN THAT NO STRUCTURE OR IMPROVEMENTS OF ANY KIND IS PERMITTED WITHIN THE VISION CORNER. NO VEGETATION (EXCEPT TREES) SHALL EXCEED A MAXIMUM HEIGHT OF 50 INCHES, AS MEASURED FROM THE ROAD EDGE TO THE TOP OF THE VEGETATION, IN THE LOCATION DESIGNATED AS THE VISION CORNER. TREES IN THE VISION CORNER SHALL BE TRIMMED TO A HEIGHT OF 60 INCHES, AS MEASURED FROM THE ROAD EDGE TO THE BOTTOM BRANCHES, TO ALLOW FOR A CLEAR VIEW OF ONCOMING TRAFFIC.

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	C/L	400.00	8°50'04"	61.68	61.62	N02°15'51"E	N02°09'11"W	N06°40'53"E
1	24	370.00	8°50'04"	57.05	57.00	N02°15'51"E	N02°09'11"W	N06°40'53"E
2	C/L	400.00	8°49'11"	61.57	61.51	N87°43'42.5"W	N83°19'07"W	S87°51'42"W
2	2	430.00	8°49'11"	66.19	66.13	N87°43'42.5"W	N83°19'07"W	S87°51'42"W
1	1	370.00	8°49'11"	56.96	56.90	N87°43'42.5"W	N83°19'07"W	S87°51'42"W
3	C/L	300.00	10°35'09"	55.43	55.35	N11°58'27.5"E	N06°40'53"E	N17°16'02"E
2	2	330.00	4°11'58"	24.19	24.18	N08°46'52"E	N06°40'53"E	N10°52'51"E
1	7	270.00	0°28'35"	2.24	2.24	N06°55'10.5"E	N06°40'53"E	N07°09'28"E
4	2	60.00	36°44'29"	38.48	37.82	N07°29'23.5"W	N10°52'51"E	N25°51'38"W
5	TOTAL	60.00	262°07'32"	274.50	90.48	S74°47'52"E	N25°51'38"W	S56°15'54"W
2	6	60.00	3°27'58"	3.63	3.63	N24°07'39"W	N25°51'38"W	N22°23'40"W
3	6	60.00	57°59'32"	60.73	58.17	N06°36'06"E	N22°23'40"W	N35°35'52"E
4	6	60.00	50°29'16"	52.87	51.18	N60°50'30"E	N35°35'52"E	N86°05'08"E
5	6	60.00	50°29'15"	52.87	51.18	S68°40'14.5"E	N86°05'08"E	S43°25'37"E
6	6	60.00	58°50'10"	61.62	58.94	S14°00'32"E	S43°25'37"E	S15°24'33"W
7	6	60.00	40°51'21"	42.78	41.88	S35°50'13.5"W	S15°24'33"W	S56°15'54"W
6	7	60.00	49°06'26"	51.42	49.87	N31°42'41"E	N07°09'28"E	N56°15'54"E

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
7	C/L	400.00	8°47'02"	61.32	61.26	N87°42'38"W	S87°53'51"W	N83°19'07"W
7	7	370.00	8°47'02"	56.72	56.67	N87°42'38"W	S87°53'51"W	N83°19'07"W
24	24	430.00	8°47'02"	65.92	65.86	N87°42'38"W	S87°53'51"W	N83°19'07"W
8	C/L	100.00	102°09'43"	178.31	155.61	N36°48'59.5"E	N87°53'51"E	N14°15'52"W
11	11	70.00	102°09'43"	124.81	108.92	N36°48'59.5"E	N87°53'51"E	N14°15'52"W
EAST R/W	130.00	102°09'43"	231.80	202.29	N36°48'59.5"E	N87°53'51"E	N14°15'52"W	
19	19	130.00	0°24'47"	0.94	0.94	N87°41'28"E	N87°53'51"E	N87°29'04"E
18	18	130.00	31°35'37"	71.69	70.78	N71°41'16"E	N87°29'04"E	N55°53'27"E
18	18	130.00	26°41'50"	60.57	60.03	N42°32'32"E	N55°53'27"E	N29°11'37"E
OUTLOT 1	130.00	6°37'32"	15.03	15.03	N25°52'51"E	N29°11'37"E	N22°34'05"E	
17	17	130.00	29°39'56"	67.31	66.56	N07°44'07"E	N22°34'05"E	N07°05'51"W
16	16	130.00	7°10'01"	16.26	16.25	N10°40'51"W	N07°05'51"W	N14°15'52"W
9	C/L	300.00	11°28'49"	60.11	60.01	N08°31'27.5"W	N14°15'52"W	N02°47'03"W
12	12	330.00	11°28'49"	66.12	66.01	N08°31'27.5"W	N14°15'52"W	N02°47'03"W
15	15	270.00	11°28'49"	54.10	54.01	N08°31'27.5"W	N14°15'52"W	N02°47'03"W

QUARRY PARK

BEING A REDIVISION OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3797, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

THE GLEN AT QUARRY PARK, LLC, a Wisconsin Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Corporation has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES: AGENCIES WHO MAY OBJECT:
1. City of Cedarburg 1. State of Wisconsin, Department of Administration

Witness the hand and seal of said Owner this _____ day of _____, 20_____.

THE GLEN AT QUARRY PARK, LLC

John Wahlen, Member

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this _____ day of _____, 20_____, the above named John Wahlen, Member of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Print Name: _____
Public, _____ County, WI
My Commission Expires: _____

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

I, James A. Trandel, Jr., Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped a redivision of Lot 1 and a Part of Lot 2 of Certified Survey Map No. 3797, recorded in the Office of the Register of Deeds for Ozaukee County on April 19, 2011 as Document No. 0943407, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence South 87°12'57" West and along the North line of the said Southeast 1/4 Section, 482.65 feet to a point on the West line of said Lot 2 and the place of beginning of lands hereinafter described;

Thence South 02°08'58" East and along the said West line, 142.77 feet to a point; Thence North 87°12'57" East, 150.00 feet to a point; Thence South 02°08'58" East, 150.00 feet to a point; Thence South 06°54'28" East, 83.36 feet to a point; Thence South 02°06'23" East, 145.20 feet to a point on the North line of "FAIRFIELD MANOR PHASE TWO" (A Subdivision Plat of Record); Thence South 87°53'37" West and along the said North line, 1029.77 feet to a point on the East line of Lot 1 of Certified Survey Map No. 4824; Thence North 02°08'59" West and along the said East line and the Northerly extension thereof, 508.94 feet to a point on the said North line of the said Southeast 1/4 Section; Thence North 87°12'57" East and along the said North line, 847.60 feet to the point of beginning of this description.

Said Parcel contains 503,053 Square Feet (or 11.5485 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of THE GLEN AT QUARRY PARK, LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Cedarburg in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20_____.

James A. Trandel, Jr., P.L.S.
Professional Land Surveyor, S-4069
TRIO ENGINEERING, LLC
19035 W. Capitol Drive, Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Maureen Hartjes, being duly appointed, qualified and acting Treasurer of the City of Cedarburg, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20_____ on any of the land included in the Plat of "THE GLEN AT QUARRY PARK".

Dated this _____ Day of _____, 20_____.

Maureen Hartjes, Deputy Treasurer

CITY COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved that the Plat of "THE GLEN AT QUARRY PARK", in the City of Cedarburg, The Glen at Quarry Park, LLC, owner, is hereby approved by the Common Council of the City of Cedarburg.

All conditions have been met as of this _____ Day of _____, 20_____.

Approved: _____
Patricia Thome, Mayor

Jessica Campolo, City Clerk

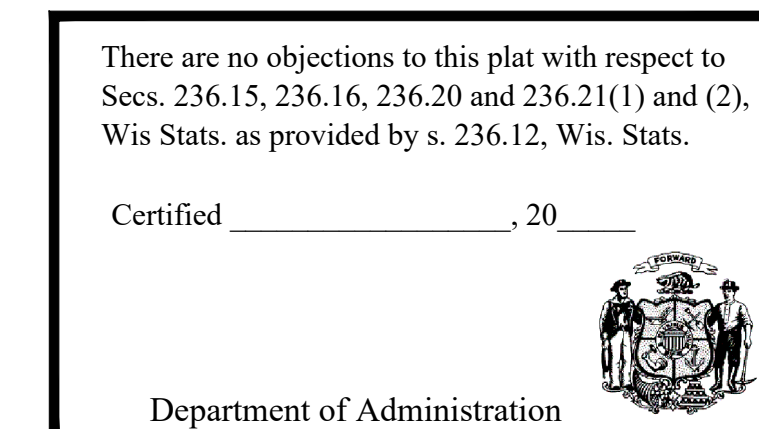
CITY PLAN COMMISSION APPROVAL CERTIFICATE:

Approved by the Plan Commission of the City of Cedarburg on this _____ Day of _____, 20_____.

Patricia Thome, Chairperson



19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481



X:\2025\25-24-796 QUARRY PARK - CEDARBURG\ADMIN\DESIGN\PLAT\IMPL\PLT.DWG

PLANNER REPORT

To: City of Cedarburg Site Plan Commission

By: Mary Censky

Date Prepared: May 4, 2026

General Information:

Agenda Item: 6.B.

Applicant/Property Owner:

The Glen at Quarry Park LLC, in c/o
John Wahlen

Request:

Review, discussion and favorable
recommendation to Common
Council for Final Plat approval.

Current Zoning:

Rs-3 Single-Family Residential w/
Planned Unit Development (PUD)
Overlay

Current Master Plan Classification:

Part Medium-Low Density
Residential, and part Medium
Density Residential

Surrounding Zoning/Land Use:

North: Town of Cedarburg

South: Rs-3 Single-Family
Residential District

East: Rs-3 Single-Family
Residential District

West: Rd-1 Two-Family
Residential w/ PUD Planned Unit
Development Overlay

Lot Size:

11.5 acres

Location:

Directly west of the properties
located at 1067 and 1085
Washington Avenue

Discussion:

The applicant presents a Final Plat for Quarry Park Subdivision that is substantially consistent with the Preliminary Plat as approved by the Plan Commission on November 3, 2025 and the Common Council on November 24, 2025.

On March 2, 2026, the Plan Commission approved the Declaration of Restrictions and Covenants for Quarry Park.

On April 21, 2026, the Common Council approved the Development Agreement for Quarry Park. This document was recorded on April 28, 2026.

A stormwater management/maintenance agreement has not yet been entered into for Quarry Park.

Recommendation:

If the Plan Commission is inclined toward a favorable recommendation to the Common Council for Final Plat approval as presented, the Planner recommends the following conditions be considered for attachment:

- 1) Final approval by the City Engineer/Director of Public Works, and Cedarburg Light and Water, as to easements provided on the plat as presented;
- 2) Applicant to satisfy the review comments/objections of any/all objecting agencies given purview over this plat;
- 3) Applicant to correct the following clerical issues on the face of the plat:
 - a. Sheet 1 – General Notes – Final Bullet, change “The Glen at Quarry Park” to “Quarry Park”.
 - b. Sheet 2 – Certificate of Treasurer, change “Maureen Hartjes, Deputy Treasurer” to “Maureen Hartjes, Treasurer”.
- 4) Applicant to enter into a stormwater management/maintenance agreement with the City.
- 5) Recording of the Final Plat, Declaration of Restrictions and Covenants, and Stormwater Management/Maintenance Agreement concurrently, *only* upon/following completion (and certification by the City Engineer/Director of Public Works) of the required improvements (ref recorded Development Agreement).

Proposed Quarry Park GIS Aerial Map View

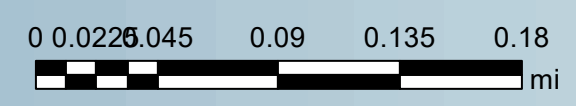


Legend					
	Tax Parcel		Historical Parcel Lines		Cemetery Plat
	Gap		Assessors Plat		Condominium Plat
	Overlap		CSM		Subdivision Plat
	County Road		Town/Public Road		US Highway
	Ramp		Railroad Centerline		State Highway
	Private Road				

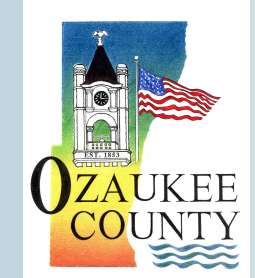
Product of the LAND INFORMATION OFFICE

9/15/2025, 11:08:06 AM

9/15/2025, 11:08:06 AM



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



RESOLUTION NO. 2026-02

**A Resolution designating Depositories and Authorizing
Signatures for the City of Cedarburg
Checking and Savings Accounts**

RESOLVED, by the Common Council of the City of Cedarburg, that the following banking institutions or their successors:

Local Government Investment Pool, State of Wisconsin
Port Washington State Bank, Cedarburg, Wisconsin
Bank First, Cedarburg, Wisconsin

qualified as depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated until further action as public depositories for all monies coming into the hands of the Finance Director/Treasurer of the City of Cedarburg, State of Wisconsin, and all other city officers included in the provisions of Chapter 34 of the Wisconsin Statutes.

RESOLVED FURTHER, that Port Washington State Bank, Cedarburg, Wisconsin, be designated as the working bank for April 30, 2026 through April 30, 2027 and that the Common Council and the Finance Director/Treasurer be authorized and directed to distribute the city funds.

RESOLVED FURTHER, that the Finance Director/Treasurer be hereby instructed to deposit city funds only in such institutions as may be approved by the State of Wisconsin Investment Board and are eligible to receive public funds.

RESOLVED FURTHER, that the depositories shall furnish collateral for city funds on deposit pursuant to Investment Policy FC-4.

RESOLVED FURTHER, that withdrawal or disbursement from any of the above-named depositories shall be by order check, written wire transfer, telephone wire transfer, or other money transfer techniques, and, in the case of savings accounts, by savings withdrawal form, as provided in Section 66.0607 of the Wisconsin Statutes. Written and telephone wire transfers shall be in accordance with the named depositories guidelines and shall only be made by authorized personnel. In accordance therewith all order check and savings withdrawal forms, effective immediately, shall be signed by any three of the following persons:

Jessica Campolo, City Clerk
Maureen Hartjes, Finance Director/Treasurer
Patricia Thome, Mayor or
Robert Simpson, Acting Mayor

RESOLVED FURTHER, that this resolution supersedes and replaces all prior resolutions designating public depositories and authorizing signatures for the City of Cedarburg.

RESOLVED FURTHER, that in lieu of their personal signatures, the following signatures, which have been adopted by them as below shown:

Patricia Thome, Mayor
Maureen Hartjes, Finance Director/Treasurer
Jessica Campolo, City Clerk

may be affixed on such order checks and savings withdrawal forms that any one of the above-named depositories shall be fully warranted and protected in making payment on any other check bearing such facsimiles notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

Passed and adopted by the Common Council of the City of Cedarburg this 11th day of May, 2026.

Patricia Thome, Mayor

Attest:

Jessica Campolo, City Clerk

**Common Council Board, Committee and Commission Assignments
April, 2026**

Assignment	Term	Meeting time and place	Bitter	Fitzpatrick	Mammen	Didier	Simpson	Lindo	Mueller
Community Development Authority	4 year term Sept appt	as needed	X						
Diversity Committee	2 year term	1st Thursday 7pm				X			
Economic Development Board	3 year term	1st Wednesday 9am							X
Finance Committee	2 year term	3rd Thursday 10am		X					
Joint Fire and Emergency Medical Services Committee		as needed					X	X	
Landmarks Commission	3 year term	2nd & 4th Thursday 8:30am				X			
Library Board	3 year term	2nd Tuesday 7:00pm at Library						X	
Light and Water Commission	3 year term Sept appt	3rd Monday 6pm Utility office		X					
Parks, Recreation & Forestry Board	2 year term	1st Wednesday 5:30pm even months							X
Personnel Committee	1 year term	as needed				X	X	X	
Plan Commission - Elected by Council	3 year term	1st Monday 7pm		X					
Public Art Commission - On Hiatus	2 year term		-	-	-	-	-	-	-
Public Works & Sewerage Commission	2 year term	2nd Thursday 7pm odd months					X		
Site and Architectural Review Board	3 year term- 1st CC Meeting in May	Tuesday, 13 days prior to the regular Plan Commission meeting for the following month 8:30am	X						
Ad Hoc Mayor's Community Enhancement Award Committee - On Hiatus			-	-	-	-	-	-	-
Mid-Moraine Legislative Committee						X			
Mid-Moraine Legislative Committee - Alternate					X				
Festival Committee Liaison		3rd Wednesday 5:30pm Room 2			X				
Common Council President - Elected by Council							X		
Notorized Affirmation for 2026 - 2028 Term	2 year term			-				-	

2026 Mayoral Appointments

BOARD OF APPEALS

Aaron Olejniczak
Megan Torres
Mark Schwantes – Alternate

BOARD OF REVIEW

Mary-Kay Bourbulas

DIVERSITY COMMITTEE

Dr. Joyce Caldwell
Elizabeth Sinclair

FINANCE COMMITTEE

Al Lorge
Tim Voeller
Jeff Slater
Mary Kay Bourbulas

LIBRARY BOARD

Jean O'Keefe (effective June 2026)
Meghan O'Driscoll

PARKS, REC & FORESTRY BOARD

Glenn Herold
Terry Wagner

PLAN COMMISSION

Sig Strautmanis

POLICE & FIRE COMMISSION

Joel Dhein
Jim Salp

PUBLIC WORKS & SEWERAGE COMMISSION

Rick Verhaalen
Andrew Hester
Andrew Whaley
Charles Schumacher

SITE AND ARCHITECTURAL REVIEW BOARD

Jack Arnett - Plan Commission Representative
Peter Damsgaard



**CITY OF CEDARBURG
Common Council
April 13, 2026
Minutes**

1. CALL TO ORDER

A meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, April 13, 2026, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers.

Mayor Patricia Thome called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present - Mayor Patricia Thome, Council Members Melissa Bitter, Jim Fitzpatrick, Kristin Burkart, Amanda Didier, Robert Simpson (via Zoom), Kristian Lindo, Mark Mueller

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Jessica Campolo, City Planner Mary Censky, Police Chief Michael McNerney, interested citizens and news media.

3. MOMENT OF SILENCE

A moment of silence was held.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. STATEMENT OF PUBLIC NOTICE

At Mayor Thome's request, City Clerk Campolo verified that notice of this meeting was provided to the public by posting in accordance with the Wisconsin Open Meetings

Law.

6. COMMENTS AND SUGGESTIONS FROM CITIZENS

None.

7. PUBLIC HEARING

- A. *Public hearing, discussion, and possible action on Ordinance No. 2026-08 amending Section 13-1-61(d) of the City Code regarding "Banks, savings and loan associations, credit unions, and other financial institutions (with or without drive-through facilities)" to the list of Conditional Uses that can be considered for approval in the M-3 Business Park Zoning District.*

Mayor Thome opened the Public Hearing. City Planner Censky explained the amendment to the City Code to add "Banks, savings and loan associations, credit unions, and other financial institutions (with or without drive-through facilities)" to the list of Conditional Uses in the M-3 Business Park Zoning District. This Plan Commission recommended in favor of adding this use at their March 2, 2026 meeting.

There was no public comment.

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to close the Public Hearing. The motion carried on a roll call vote with Council Members Bitter, Fitzpatrick, Burkart, Didier, Simpson, Lindo, and Mueller voting aye.

A motion was made by Council Member Burkart, seconded by Council Member Fitzpatrick, to approve Ordinance No. 2026-08 amending Section 13-1-61(d) of the City Code by adding "Banks, savings and loan associations, credit unions, and similar financial institutions (with or without drive-through facilities)" to the list of Conditional Uses that may be considered for approval in the M-3 Business Park Zoning District. The motion carried unanimously.

8. NEW BUSINESS

- A. *Discussion and possible action on signing a 10-year contract with AXON for tasers, body worn cameras, squad car cameras, drones, data storage upgrade, and software upgrades.*

Police Chief Michael McNerney explained the request to combine three separate contracts with Axon Enterprise into a single ten-year contract. The current contracts cover law enforcement technology including body-worn cameras, squad cameras, TASER devices, cloud-based digital evidence storage, and Automatic License Plate

Reader cameras. A representative from AXON presented information via Zoom. Details of the contract were reviewed and discussed.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Simpson, to approve signing a ten-year contract with AXON for tasers, body worn cameras, squad car cameras, drones, data storage upgrade, and software upgrades. The motion carried unanimously.

- B. *Discussion and possible action on granting a Class "B" Beer and a "Class C" Liquor (wine only) alcohol license to The Back Space, LLC. P.O. Box 401, Cedarburg, WI, Jeanie Crawford, Agent, premises to be licensed: W61N397 Washington Avenue Unit C, known as The Back Space.*

City Clerk Campolo presented the request on behalf of the applicant. The applicant owns an event space that is available for public rental. Under the property's Conditional Use Permit, alcohol sales are permitted only during scheduled events and must receive prior approval from the Clerk's office. Following discussion, it was determined that providing event notification to the City Clerk via email satisfies this requirement.

A motion was made by Council Member Burkart, seconded by Council Member Fitzpatrick, to grant a Class "B" Beer and a "Class C" Liquor (wine only) alcohol license to The Back Space, LLC with the condition that the City Clerk be notified of events via email. The motion carried unanimously.

- C. *Discussion and possible action on Luther Group Development Tax Guarantee Agreement for HWY 60 Business Park*

City Attorney Herbrand reviewed details of the Agreement.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve the Luther Group Development Tax Guarantee Agreement for Hwy 60 Business Park. The motion carried unanimously.

- D. *Discussion and possible action on Resolution 2026-01, authorizing the sale of 8.0773 acre vacant parcel of land to Forward Way Industrial, LLC.*

City Attorney Herbrand explained that this Resolution authorizes the sale of the property in accordance with the Offer to Purchase and empowers the City Administrator to execute all documents required to complete the transaction.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to approve Resolution 2026-01, authorizing the sale of 8.0773 acre vacant parcel of land to Forward Way Industrial, LLC. The motion carried unanimously.

- E. *Discussion and possible action on funding south business district holiday lights as an addition to the South Washington Avenue road project.*

City Administrator Hilvo explained the request to purchase holiday pole lights/decorations, as part of the South Washington Avenue Road project. This request is supported by the City's Economic Development Board, as well as the Tourism, Promotion & Development Committee. Discussion was held.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Simpson, to approve funding south business district holiday lights as an addition to the South Washington Avenue road project, not to exceed \$21,089.00. The motion carried unanimously.

F. *Discussion and possible action on utilizing remaining ARPA funds and contingency reserve fund for community gym paver project.*

City Administrator Hilvo explained that the grass area directly in front of the Community Gym is difficult to maintain and is visually unappealing. After consulting with the Landmarks Commission and the Plan Commission, it was determined that brick pavers would provide a more attractive, historically consistent, and unified design. The City has remaining ARPA funds to help fund this project.

A motion was made by Council Member Burkart, seconded by Council Member Didier, to utilize the remaining ARPA funds in the amount of \$12,817.20, and General Fund in the amount of \$4,662.80, to fund the Community Gym paver project. The motion carried unanimously.

9. CONSENT AGENDA

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to approve the following Consent Agenda items:

- A. Discussion and possible action on approval of March 9, 2026 Common Council Meeting Minutes.
- B. Discussion and possible action on payment of bills dated 03/01/2026-04/03/2026, transfers from 03/07/2026-04/07/2026, and payroll from 03/01/2026-03/14/2026 and 03/15/2026-03/28/2026.

The motion carried unanimously.

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

A. Administrator's Report

City Administrator Hilvo gave an update on the South Washington Avenue road project. He also shared that the cell tower has been constructed.

Recognition of Kelly Livingston, Finance Director, Upon Retirement

City Administrator Hilvo thanked Finance Director Kelly Livingston for her 18 years of service to the City and wished her well in her retirement.

11. COMMUNICATIONS

A. Comments and suggestions from Council Members

Council Member Didier invited people to attend Cedarburg Community Conversation: Building Peace and Safety in our Community. This event is sponsored by the City's Diversity Committee and will be held at the library on May 18th.

Council Member Mueller thanked volunteers who cleaned up a natural area near Churchill and Harrison.

B. Mayor's Report

Arbor Day Proclamation

The Mayor acknowledged the Arbor Day Proclamation.

Proclamation Recognizing Council Member Kristin Burkart

Members of the Common Council read the proclamation honoring Council Member Kristin Burkart. Council Member Burkart expressed appreciation and offered guidance.

12. ADJOURN TO CLOSED SESSION

- A. It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85 (1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically to be discussed is item 12-A-1.

A motion was made by Council Member Burkart, seconded by Council Member Mueller, to adjourn to Closed Session at 8:13 p.m. pursuant to State Statute 19.85 (1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically to be discussed is discussion on a claim received from American Family Insurance regarding a DPW incident in 2025. The motion carried on a roll call vote with Council Members Bitter, Fitzpatrick, Burkart, Didier, Simpson, Lindo, and Mueller voting aye.

- 1) *Discussion on a claim received from American Family Insurance regarding a DPW incident in 2025.*

This item was discussed in Closed Session.

- 2) *Discussion and possible action on approval of January 12, 2026 Closed Session Common Council Minutes.*

This item was discussed in Closed Session.

13. RECONVENE TO OPEN SESSION

The meeting reconvened to Open Session at 8:16 p.m.

- A. *Discussion and possible action on claim from American Family Insurance regarding a DPW claim from 2025.*

A motion was made by Council Member Burkart, seconded by Council Member Fitzpatrick, to pay a claim from American Family Insurance regarding a DPW incident in 2025. The motion carried unanimously.

14. ADJOURNMENT

A motion was made by Council Member Burkart, seconded by Council Member Fitzpatrick, to adjourn the meeting at 8:17 p.m. The motion carried unanimously.

DRAFT



**CITY OF CEDARBURG
Common Council
April 21, 2026
Minutes**

1. CALL TO ORDER

Mayor Thome called the meeting to order at 7:00 pm.

2. ROLL CALL

Present - Mayor Patricia Thome, Council Members Melissa Bitter, Jim Fitzpatrick, Andrew Mammen, Amanda Didier, Robert Simpson, Mark Mueller

Absent - Kristian Lindo

Also Present - City Administrator Mikko Hilvo, Attorney Michael Herbrand, Deputy Clerk Theresa Hanaman, and Director of Engineering and Public Works Mike Wieser.

3. MOMENT OF SILENCE

A moment of silence was held.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. STATEMENT OF PUBLIC NOTICE

At Mayor Thome's request, Deputy Clerk Hanaman verified that notice of this meeting was provided to the public by posting in accordance with the Wisconsin Open Meetings Law.

6. COMMENTS AND SUGGESTIONS FROM CITIZENS

None

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

Deputy Clerk Hanaman administered the oaths of office to Council Members Melissa Bitter (1st Aldermanic District), Andrew Mammen (3rd Aldermanic District), Amanda Didier (4th Aldermanic District), Robert Simpson (5th Aldermanic District), and Mark Mueller (7th Aldermanic District).

8. ELECTIONS

A. Common Council President

A motion was made by Council Member Fitzpatrick, seconded by Council Member Mueller, to nominate Council Member Simpson as Council President. Council Member Simpson accepted the nomination. The motion carried unanimously, with Council Member Lindo absent.

B. Common Council Representative to the Plan Commission

A motion was made by Council Member Bitter, seconded by Council Member Simpson, to nominate Council Member Fitzpatrick as Common Council Representative to the Plan Commission. Council Member Fitzpatrick accepted the nomination. The motion carried unanimously with Council Member Lindo absent.

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

A motion was made by Council Member Mueller, seconded by Council Member Simpson, to approve the Class "B" Beer and "Class C" (wine only) 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. The motion carried unanimously, with Council Member Lindo absent.

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

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, streetlamps, 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.

A motion was made by Council Member Fitzpatrick, seconded by Council Member Simpson, to approve the development agreement for the Quarry Park Subdivision. The motion carried unanimously, with Council Member Lindo absent.

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

A. Administrator's Report

Administer Hilvo reminded the Council Members of his open-door policy for all existing and new Council Members, as well as residents of Cedarburg. He also expressed his gratitude to Council Member Mueller for his assistance at Harrison Park.

11. COMMUNICATIONS

A. *Comments and suggestions from Council Members*

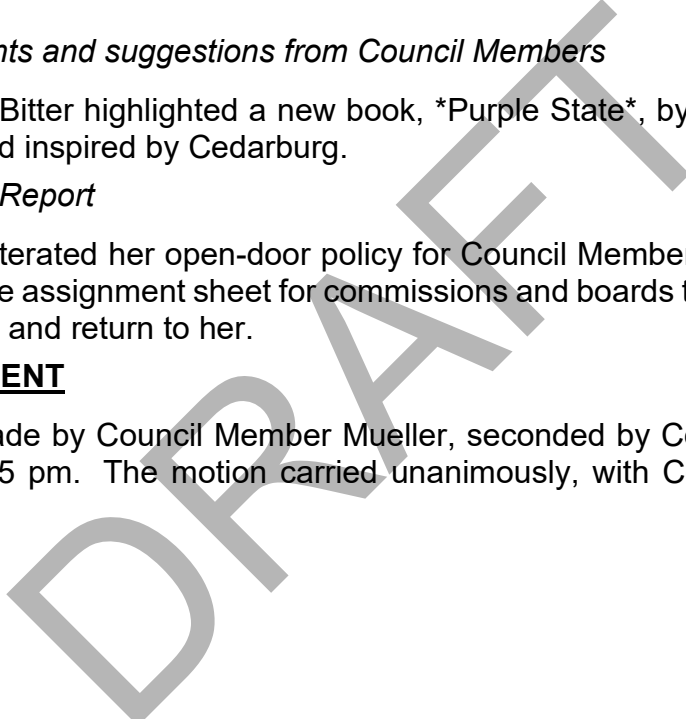
Council Member Bitter highlighted a new book, *Purple State*, by author Dana Perino, which is set in and inspired by Cedarburg.

B. *Mayor's Report*

Mayor Thome reiterated her open-door policy for Council Members and residents. She also discussed the assignment sheet for commissions and boards that Council Members need to complete and return to her.

12. ADJOURNMENT

A motion was made by Council Member Mueller, seconded by Council Member Bitter, to adjourn at 7:15 pm. The motion carried unanimously, with Council Member Lindo absent.



05/05/2026

CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG
CHECK DATE 04/11/2026 - 05/01/2026

Check Date	Bank Accour	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENE							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	GO DADDY RENEWAL	500380	514700	179.88
				COSTCO	500343	519200	182.23
				ZIP RECRUITER	500210	513300	389.00
				AMAZON	500310	514100	135.65
				PSHRA	500320	513300	175.00
				AMAZON	500310	522310	405.77
				AMAZON	500350	518100	75.95
				AMAZON	500380	515600	734.26
				AMAZON	500240	518100	80.00
				BLOOMING OLIVE	500343	519200	78.56
				LOCAL GOV EDU	500330	514100	499.00
				WMCA	500320	514100	65.00
				COSTCO, DULUTH	500350	533210	1,853.98
				AMAZON	500353	533210	639.69
				DMA	500209	533450	563.75
				CABELA'S	500240	533311	598.95
				MAIN ST BLOOM	500343	519200	150.00
				AMAZON	500240	555510	29.97
				HOME DEPOT	500240	522410	301.61
				ILL TOLL ROAD	500330	522110	50.00
				MENARDS	500240	522100	360.68
				COUNTRY AIRE KENNELS	500352	522120	150.00
				STAMPS	500310	522110	366.94
				AMAZON	500380	522110	74.91
				AMAZON	500347	522120	58.06
				C&G HOLSTERS	500346	522130	145.72
				AMAZON	500240	555510	(239.21)
				WILEY X	500350	533210	545.68
				LINK MASTERS	500341	555510	394.82
				USPS	500210	522130	7.45
				AMAZON	500310	522130	117.13
				MISSION BBQ	500330	522120	61.07
				SUBWAY	500330	522120	46.61
				GAS AND OIL EXPENSE	500351	522120	203.70
				WINGS	500352	522120	36.31
				OFFICE MAX	500310	555140	0.00
				OFFICE MAX	500310	555140	36.49
				AMAZON	500390	555140	73.60
				ACCOUNTS PAYABLE	212000	0	(20,000.00)
Ⓢheck PWBDD 2							(10,371.79)
05/01/2026	PWBDD	26(S)	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE PARTS	500353	533210	115.13
				MAINTENANCE PARTS	500353	533210	(115.13)
Ⓢheck PWBDD 2							0.00
04/17/2026	PWBDD	53174	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	515600	52.00
04/17/2026	PWBDD	53175#	AURORA HEALTH CARE INC	DUE FROM LIGHT & WATER	156200	0	105.00
				EAP/125 ADMIN	500161	519200	509.25
Ⓢheck PWBDD 5							614.25
04/17/2026	PWBDD	53176	BASSETT MECHANICAL	PROFESSIONAL SERVICES	500210	533210	3,648.00
04/17/2026	PWBDD	53178*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	518100	8.15
				OPERATING SUPPLIES	500350	533210	28.26
				REPAIR AND MAINTENANCE	500240	518100	7.12
				REPAIR AND MAINTENANCE	500240	555510	27.82
				OPERATING SUPPLIES	500350	533210	40.79
				REPAIR AND MAINTENANCE	500240	533440	100.00
				REPAIR AND MAINTENANCE	500240	533440	175.00
				REPAIR AND MAINTENANCE	500240	555510	13.82
Ⓢheck PWBDD 5							400.96
04/17/2026	PWBDD	53179	BLAIN'S FARM & FLEET	OPERATING SUPPLIES	500350	533210	98.94
04/17/2026	PWBDD	53180	BONNIE PORTEOUS	REFUND FOR MAY MSO	467435	0	88.00
04/17/2026	PWBDD	53182	CEDARBURG CHAMBER OF COMMERCE	OTHER EXPENSES	500390	555220	7,000.00
04/17/2026	PWBDD	53184*#	CINTAS CORPORATION	OPERATING SUPPLIES	500350	533210	307.10
04/17/2026	PWBDD	53185	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	500310	515600	149.69
04/17/2026	PWBDD	53186	CREATIVE DISPLAYS	SUPPLIES AND EXPENSES	500347	555220	347.50
04/17/2026	PWBDD	53188	DORSEY'S CAFE AND MARKET	OFFICE SUPPLIES	500310	514200	1,554.81
04/17/2026	PWBDD	53190	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	17.58
				MAINTENANCE PARTS	500353	533210	14.40
				MAINTENANCE PARTS	500353	533210	94.91
Ⓢheck PWBDD 5							126.89
04/17/2026	PWBDD	53191	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	204.98

				REPAIR AND MAINTENANCE	500240	522120	<u>291.41</u>
☒heck	PWBDD	€					496.39
04/17/2026	PWBDD	53193*#	GALLS, LLC	UNIFORMS	500346	522120	248.51
04/17/2026	PWBDD	53195*#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	107.96
04/17/2026	PWBDD	53201*#	JANI-KING OF MILWAUKEE	OPERATING SUPPLIES	500350	533210	431.18
04/17/2026	PWBDD	53202	JIM DOUGLAS	RECYCLING EXPENSES	500344	533730	30.00
04/17/2026	PWBDD	53203	JM BRENNAN, INC.	REPAIR AND MAINTENANCE	500240	518100	421.00
04/17/2026	PWBDD	53205	KELLY LIVINGSTON	AWARDS, SUPPLIES	500343	519200	200.00
04/17/2026	PWBDD	53206	LANGE ENTERPRISES, INC.	REPAIR AND MAINTENANCE	500240	533311	472.32
04/17/2026	PWBDD	53207	LOCHEN EQUIPMENT	MAINTENANCE PARTS	500353	533210	35.36
04/17/2026	PWBDD	53209	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	37.85
04/17/2026	PWBDD	53210*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	94.67
				MAINTENANCE PARTS	500353	533210	70.75
				MAINTENANCE PARTS	500353	533210	47.65
				MAINTENANCE PARTS	500353	533210	42.31
				MAINTENANCE PARTS	500353	533210	64.55
				MAINTENANCE PARTS	500353	533210	6.80
				MAINTENANCE PARTS	500353	533210	<u>(93.73)</u>
☒heck	PWBDD	€					233.00
04/17/2026	PWBDD	53213	OZAUKEE COUNTY	RECORDING FEES	500311	514100	30.00
04/17/2026	PWBDD	53215	RAY O'HERRON CO.,INC.	UNIFORMS	500346	522120	207.89
				UNIFORMS	500346	522120	<u>60.57</u>
☒heck	PWBDD	€					268.46
04/17/2026	PWBDD	53217#	REINDERS, INC.	OPERATING SUPPLIES	500350	533311	976.68
				REPAIR AND MAINTENANCE	500240	555510	<u>976.68</u>
☒heck	PWBDD	€					1,953.36
04/17/2026	PWBDD	53218	RTS TACTICAL	EQUIPMENT OUTLAY	500380	522120	1,871.96
04/17/2026	PWBDD	53219#	RYAN FIREPROTECTION, INC	REPAIR AND MAINTENANCE	500240	518100	325.00
				REPAIR AND MAINTENANCE	500240	522100	<u>325.00</u>
☒heck	PWBDD	€					650.00
04/17/2026	PWBDD	53223	TENNANT SALES AND SERVICE	MAINTENANCE PARTS	500353	533210	668.58
04/17/2026	PWBDD	53224	TRUCK COUNTRY OF WISC	MAINTENANCE PARTS	500353	533210	98.54
04/17/2026	PWBDD	53225	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	123.84
04/17/2026	PWBDD	53227	VMC LLC	MONOPOLE ESCROW	261501	0	2,800.00
04/17/2026	PWBDD	53228	WCPPA	TRAVEL & TRAINING	500330	522120	195.00
04/17/2026	PWBDD	53229	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	77.00
04/17/2026	PWBDD	53231#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	51,168.60
				MAINT/CONTRACTED SERVICES	500290	533730	23,305.80
				REPAIR AND MAINTENANCE	500240	533311	<u>90.00</u>
☒heck	PWBDD	€					74,564.40
04/24/2026	PWBDD	53234	ADVATECH SYSTEMS	REPAIR AND MAINTENANCE	500240	522100	3,270.00
04/24/2026	PWBDD	53237*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	247.97
04/24/2026	PWBDD	53238*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522310	140.56
				TELEPHONE/COMMUNICATIONS	500225	533110	77.08
				TELEPHONE/COMMUNICATIONS	500225	533210	140.56
				TELEPHONE/COMMUNICATIONS	500225	555510	<u>104.56</u>
☒heck	PWBDD	€					462.76
04/24/2026	PWBDD	53239	AURORA HEALTH CARE	PROFESSIONAL SERVICES	500210	522130	25.00
04/24/2026	PWBDD	53242#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	66.49
				REPAIR AND MAINTENANCE	500240	518100	44.88
				REPAIR AND MAINTENANCE	500240	555510	11.74
				OPERATING SUPPLIES	500350	533210	68.30
				OPERATING SUPPLIES	500350	533210	115.98
				REPAIR AND MAINTENANCE	500240	555510	<u>34.99</u>
☒heck	PWBDD	€					342.38
04/24/2026	PWBDD	53243	BLAIN'S FARM & FLEET	MAINTENANCE PARTS	500353	533210	120.12
04/24/2026	PWBDD	53248	CATALIS TAX & CAMA, INC	PROFESSIONAL SERVICES	500210	515400	7,150.00
04/24/2026	PWBDD	53251	CEDARBURG OVERHEAD DOOR LLC	PROFESSIONAL SERVICES	500210	533210	192.00
04/24/2026	PWBDD	53252*#	CHARTER COMMUNICATIONS	INTERNET	500220	514700	764.06
				TELEPHONE/COMMUNICATIONS	500225	518100	42.03
				TELEPHONE/COMMUNICATIONS	500225	513100	13.48
				INTERNET	500220	555510	12.50
				TELEPHONE/COMMUNICATIONS	500225	514100	35.62
				TELEPHONE/COMMUNICATIONS	500225	515600	26.40
				TELEPHONE/COMMUNICATIONS	500225	515400	20.15
				TELEPHONE/COMMUNICATIONS	500225	522310	20.40
				TELEPHONE/COMMUNICATIONS	500225	533110	26.15
				TELEPHONE/COMMUNICATIONS	500225	566310	24.25
				TELEPHONE/COMMUNICATIONS	500225	533210	33.75
				TELEPHONE/COMMUNICATIONS	500225	555140	20.38
				TELEPHONE/COMMUNICATIONS	500225	522410	23.60

				INTERNET	500220	522410	149.99
				OPERATING SUPPLIES	500350	533210	168.78
				INTERNET	500220	555510	168.78
				INTERNET	500220	555510	110.04
				INTERNET	500220	555510	<u>129.99</u>
Check PWBDD E							1,790.35
04/24/2026	PWBDD	53257	DAVID HAUNER	PUBLIC WORKS FEES	463101	0	25.00
04/24/2026	PWBDD	53259	EGELHOFF LAWNMOWER SERVICE	MAINTENANCE PARTS	500353	533210	105.72
				MAINTENANCE PARTS	500353	533210	87.96
				MAINTENANCE PARTS	500353	533210	<u>11.20</u>
Check PWBDD E							204.88
04/24/2026	PWBDD	53260	EMERGENCY LIGHTING SOLUTIONS LLC	MAINTENANCE PARTS	500353	533210	69.00
04/24/2026	PWBDD	53261	EMR, LLC	MAINTENANCE PARTS	500353	533210	155.95
04/24/2026	PWBDD	53264*#	FORWARD TS	COMPUTER/COPIER SUPPLIES	500312	514100	14.00
				TELEPHONE/COMMUNICATIONS	500225	515400	<u>30.49</u>
Check PWBDD E							44.49
04/24/2026	PWBDD	53267*#	GRAFTON ACE HARDWARE	REPAIR AND MAINTENANCE	500240	518100	3.73
				REPAIR AND MAINTENANCE	500240	555510	<u>738.90</u>
Check PWBDD E							742.63
04/24/2026	PWBDD	53269*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	560.00
				EXTRAORDINARY SERVICES	500211	516100	<u>1,837.50</u>
Check PWBDD E							2,397.50
04/24/2026	PWBDD	53271	J R BOEHLKE INC	MAINT/CONTRACTED SERVICES	500290	555510	620.00
				MAINT/CONTRACTED SERVICES	500290	555510	100.00
				MAINT/CONTRACTED SERVICES	500290	555510	<u>385.00</u>
Check PWBDD E							1,105.00
04/24/2026	PWBDD	53272	JOE JACOBS	PROFESSIONAL SERVICES	500210	522310	562.50
04/24/2026	PWBDD	53274	LETTERS & SIGNS	SIGNS	500363	555510	360.00
04/24/2026	PWBDD	53276	MAIN ST. BLOOMS & BOUTIQUE	SUPPLIES AND EXPENSES	500347	555220	658.50
04/24/2026	PWBDD	53277	MAUREEN HARTJES	OTHER EXPENSES	500390	515600	40.07
				OFFICE SUPPLIES	500310	515600	<u>73.43</u>
Check PWBDD E							113.50
04/24/2026	PWBDD	53279	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	121.90
04/24/2026	PWBDD	53280*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	44.04
				MAINTENANCE PARTS	500353	533210	93.80
				MAINTENANCE PARTS	500353	533210	16.28
				MAINTENANCE PARTS	500353	533210	<u>(2.16)</u>
Check PWBDD E							151.96
04/24/2026	PWBDD	53281	NEWMAN CHEVROLET	MAINTENANCE PARTS	500353	533210	244.90
04/24/2026	PWBDD	53282	OLSEN'S PIGGLY WIGGLY	OFFICE SUPPLIES	500310	514200	13.48
				OFFICE SUPPLIES	500310	514200	<u>72.48</u>
Check PWBDD E							85.96
04/24/2026	PWBDD	53283*#	ONTECH SYSTEMS, INC	REPAIR AND MAINTENANCE	500240	522110	40.00
				PROFESSIONAL SERVICES	500210	514700	<u>820.00</u>
Check PWBDD E							860.00
04/24/2026	PWBDD	53284	OZAUKEE COUNTY	RECORDING FEES	500311	514100	30.00
				RECORDING FEES	500311	514100	30.00
				RECORDING FEES	500311	514100	<u>30.00</u>
Check PWBDD E							90.00
04/24/2026	PWBDD	53290	RAY O'HERRON CO.,INC.	UNIFORMS	500346	522120	126.57
04/24/2026	PWBDD	53291	REGISTRATION FEE TRUST	SUPPLIES AND EXPENSES	500347	522120	225.50
04/24/2026	PWBDD	53292	REGISTRATION FEE TRUST	SUPPLIES AND EXPENSES	500347	522120	225.50
04/24/2026	PWBDD	53293#	ROTE OIL LTD	GAS AND OIL EXPENSE	500351	533210	464.29
				GAS AND OIL EXPENSE	500351	533210	175.88
				FUEL INVENTORY	161500	0	4,302.20
				FUEL INVENTORY	161500	0	<u>6,129.40</u>
Check PWBDD E							11,071.77
04/24/2026	PWBDD	53294*#	RYAN FIREPROTECTION, INC	PROFESSIONAL SERVICES	500210	533210	325.00
04/24/2026	PWBDD	53296	SCHMITZ READY MIX, INC.	REPAIR AND MAINTENANCE	500240	533311	343.03
04/24/2026	PWBDD	53297	SEILER INSTRUMENT & MFG	MAINT/CONTRACTED SERVICES	500290	555510	485.00
04/24/2026	PWBDD	53302	TRANSUNION RISK AND ALTERNATIVE	PROFESSIONAL SERVICES	500210	522310	100.00
04/24/2026	PWBDD	53303	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	123.84
				OPERATING SUPPLIES	500350	533210	<u>123.84</u>
Check PWBDD E							247.68
04/24/2026	PWBDD	53304*#	VANTAGE FINANCIAL,LLC	EQUIPMENT OUTLAY	500385	514700	999.99
04/24/2026	PWBDD	53306	VITAL RECORDS CONTROL	PROFESSIONAL SERVICES	500210	515600	57.20
04/24/2026	PWBDD	53307#	WAYSIDE NURSERIES, INC.	TREES AND SUPPLIES	500341	555510	4,910.00

				DEVELOPERS DEPOSIT-TREE PLNTG	239837	0	<u>2,955.00</u>
☒	heck	PWBDD	€				7,865.00
04/24/2026	PWBDD	53308	WESTERN CULVERT & SUPPLY INC.	REPAIR AND MAINTENANCE	500240	533440	1,005.20
04/24/2026	PWBDD	53309	WM CORPORATE SERVICES, INC	STREET SWEEPING	500295	533440	2,842.99
04/24/2026	PWBDD	53311	OZAUKEE COUNTY	RECORDING FEES	500311	514100	30.00
04/29/2026	PWBDD	53312	CITY OF CEDARBURG	POLICE DOT TRANSACTIONS	261310	0	424.85
05/01/2026	PWBDD	53313	ACME SPORTS, INC.	EQUIPMENT OUTLAY	500380	522120	87.95
05/01/2026	PWBDD	53317	AMERICAN SIGNAL CORPORATION	REPAIR AND MAINTENANCE	500240	522100	320.00
05/01/2026	PWBDD	53318#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522410	117.77
				TELEPHONE/COMMUNICATIONS	500225	522110	<u>1,428.17</u>
☒	heck	PWBDD	€				1,545.94
05/01/2026	PWBDD	53319	BAKER TILLY US, LLP	PROFESSIONAL SERVICES	500210	515900	56,318.85
05/01/2026	PWBDD	53320*#	BEYER'S HARDWARE	MAINTENANCE PARTS	500353	533210	25.98
				OPERATING SUPPLIES	500350	533210	72.86
				OPERATING SUPPLIES	500350	533210	24.31
				REPAIR AND MAINTENANCE	500240	555510	8.07
				MAINTENANCE PARTS	500353	533210	21.93
				MAINTENANCE PARTS	500353	533210	35.96
				MAINTENANCE PARTS	500353	533210	16.17
				MAINTENANCE PARTS	500353	533210	44.64
				REPAIR AND MAINTENANCE	500240	555510	19.79
				REPAIR AND MAINTENANCE	500240	555510	<u>20.21</u>
☒	heck	PWBDD	€				289.92
05/01/2026	PWBDD	53322*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	518100	61.76
				TELEPHONE/COMMUNICATIONS	500225	522110	<u>584.00</u>
☒	heck	PWBDD	€				645.76
05/01/2026	PWBDD	53324	COMMUNITY UNITED METHODIST CHURCH	OTHER EXPENSES	500390	555140	150.00
05/01/2026	PWBDD	53326#	CONLEY MEDIA, LLC	OPERATING SUPPLIES	500350	533210	138.00
				LEGAL PUBLICATIONS	500325	514100	<u>85.78</u>
☒	heck	PWBDD	€				223.78
05/01/2026	PWBDD	53327	CONVERGENT SOLUTIONS, INC.	REPAIR AND MAINTENANCE	500240	522100	951.25
05/01/2026	PWBDD	53328	CORE & MAIN LP	REPAIR AND MAINTENANCE	500240	533311	733.61
05/01/2026	PWBDD	53330	DIANE M DEHLING	PARKING VIOLATIONS	451301	0	67.00
05/01/2026	PWBDD	53331	DIESEL LAPTOPS, LLC	SHOP TECH	500387	533210	4,471.69
05/01/2026	PWBDD	53332	DIGITAL EDGE OF WISCONSIN LLC	OTHER EXPENSES	500390	515600	144.00
05/01/2026	PWBDD	53334	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	190.40
				MAINTENANCE PARTS	500353	533210	<u>72.64</u>
☒	heck	PWBDD	€				263.04
05/01/2026	PWBDD	53336	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	42.00
				REPAIR AND MAINTENANCE	500240	522120	<u>1,746.00</u>
☒	heck	PWBDD	€				1,788.00
05/01/2026	PWBDD	53338	FORWARD TS	COMPUTER/COPIER SUPPLIES	500312	514100	14.00
05/01/2026	PWBDD	53340	GENERAL COMMUNICATIONS INC	REPAIR AND MAINTENANCE	500240	522120	75.00
05/01/2026	PWBDD	53341	GFL ENVIRONMENTAL	RECYCLING EXPENSES	500344	533730	312.55
05/01/2026	PWBDD	53342	GOLLNICK & SONS TREE SERVICE	MAINT/CONTRACTED SERVICES	500290	555510	375.00
05/01/2026	PWBDD	53345	J WERNER HEATING, INC	HEATING/AIR COND PERMITS	443505	0	15.00
05/01/2026	PWBDD	53347	JESSICA KOPEL	INVOICE CLEARING ACCOUNT	131060	0	1,733.55
05/01/2026	PWBDD	53348	JOHNSON CONTROLS SECURITY SOLU	REPAIR AND MAINTENANCE	500240	518100	503.09
05/01/2026	PWBDD	53349	LANGE ENTERPRISES, INC.	SIGNS	500363	533311	147.83
05/01/2026	PWBDD	53351	LINCOLN CONTRACTORS SUPPLY, INC	REPAIR AND MAINTENANCE	500240	533311	29.99
05/01/2026	PWBDD	53352	LOCHEN EQUIPMENT	MAINTENANCE PARTS	500353	533210	254.60
05/01/2026	PWBDD	53356	MILWAUKEE SPRING & ALIGNMENT	MAINTENANCE PARTS	500353	533210	1,043.61
05/01/2026	PWBDD	53357*#	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	140.08
				MAINTENANCE PARTS	500353	533210	271.26
				MAINTENANCE PARTS	500353	533210	319.98
				MAINTENANCE PARTS	500353	533210	(60.75)
				MAINTENANCE PARTS	500353	533210	<u>(22.21)</u>
☒	heck	PWBDD	€				648.36
05/01/2026	PWBDD	53359	NIPPON SANSO MATHESON INC	MAINTENANCE PARTS	500353	533210	108.75
05/01/2026	PWBDD	53361*#	NORTH SHORE BANK	SICK PAY OUT	500135	515600	27,990.03
05/01/2026	PWBDD	53362	ODP BUSINESS SOLUTIONS,LLC	MAINTENANCE SUPPLIES	500340	522100	236.84
05/01/2026	PWBDD	53370	RAY O'HERRON CO.,INC.	UNIFORMS	500346	522120	85.95
				UNIFORMS	500346	522120	<u>174.21</u>
☒	heck	PWBDD	€				260.16
05/01/2026	PWBDD	53372	REINDERS, INC.	OPERATING SUPPLIES	500350	533210	862.40
05/01/2026	PWBDD	53374	ROGER KISON	PROFESSIONAL SERVICES	500210	522310	138.00
05/01/2026	PWBDD	53376	SAN-A-CARE, INC.	MAINTENANCE SUPPLIES	500340	522100	51.39
05/01/2026	PWBDD	53378	SCHMITZ READY MIX, INC.	REPAIR AND MAINTENANCE	500240	533440	146.12
05/01/2026	PWBDD	53379	SPECTRUM	TELEPHONE/COMMUNICATIONS	500225	522110	59.20

05/01/2026	PWBDD	53380	STUMP GRINDING 4 LESS, LLC	MAINT/CONTRACTED SERVICES	500290	555510	4,955.00
05/01/2026	PWBDD	53381*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	533110	10.50
				TELEPHONE/COMMUNICATIONS	500225	533210	100.00
				TELEPHONE/COMMUNICATIONS	500225	555510	31.50
☒heck PWBDD E							142.00
05/01/2026	PWBDD	53382*#	UNIFIRST CORPORATION	MAINTENANCE SUPPLIES	500340	522100	125.59
				REPAIR AND MAINTENANCE	500240	518100	255.91
				OPERATING SUPPLIES	500350	533210	124.69
☒heck PWBDD E							506.19
05/01/2026	PWBDD	53384	WAYSIDE NURSERIES, INC.	TREES AND SUPPLIES	500341	555510	199.75
05/01/2026	PWBDD	53385*#	WE ENERGIES	NATURAL GAS	500224	522100	857.55
				NATURAL GAS	500224	522100	15.52
				NATURAL GAS	500224	522410	100.40
				NATURAL GAS	500224	555510	146.54
				NATURAL GAS	500224	518100	401.95
				NATURAL GAS	500224	518100	481.27
				NATURAL GAS	500224	555510	109.05
				NATURAL GAS	500224	518100	1,042.63
				NATURAL GAS	500224	533210	777.77
☒heck PWBDD E							3,932.68
05/01/2026	PWBDD	53386	WISCONSIN DEPT OF JUSTICE-TIME	TELEPHONE/COMMUNICATIONS	500225	522110	486.00
05/01/2026	PWBDD	53389	REGISTRATION FEE TRUST	SUPPLIES AND EXPENSES	500347	522120	229.50
Total For Fund: 1							251,457.97
Fund: 220 RECR							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	OUT & OUT	500394	555390	821.47
				TARGET, SAMS	500380	555390	152.36
				AM RED CROSS	500372	555390	152.00
				JAVA,DORSEYS	500347	555390	1,384.07
				AMAZON	500347	555390	812.84
				AMAZON	500394	555390	51.17
☒heck PWBDD 2							3,373.91
04/17/2026	PWBDD	53173	ANNA S GORN	POMS EXPENSES	500394	555390	225.00
04/17/2026	PWBDD	53208	MASTER PRINTWEAR	SUPPLIES AND EXPENSES	500347	555390	58.90
04/17/2026	PWBDD	53216	REBECCA STRINGER	MISCELLANEOUS REVENUE	486000	0	50.00
04/24/2026	PWBDD	53236	ALEX POLLEY	MISCELLANEOUS REVENUE	486000	0	25.00
04/24/2026	PWBDD	53246	BSN SPORTS LLC	SUPPLIES AND EXPENSES	500347	555390	438.98
04/24/2026	PWBDD	53252*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	33.75
04/24/2026	PWBDD	53301	TERRY BREWER	SUMMER/WINTER REC FEES	467310	0	840.00
05/01/2026	PWBDD	53325	COMPUTER EXPLORERS SMM LLC	MAINT/CONTRACTED SERVICES	500290	555390	960.00
Total For Fund: 2							6,005.54
Fund: 232 DON/							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	SUPERIOR FENCE	500352	522120	2,888.28
				SHALLOW CREEK	500352	522120	339.00
☒heck PWBDD 2							3,227.28
04/24/2026	PWBDD	53289	RAY ALLEN MANUFACTURING, LLC	K-9 UNIT EXPENSE	500352	522120	326.98
Total For Fund: 2							3,554.26
Fund: 240 SWIM							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	POS PORTAL SYSTEM	500380	555321	2,582.60
				AMAZON	500380	555320	839.97
				NRPA	500390	555320	189.00
☒heck PWBDD 2							3,611.57
04/24/2026	PWBDD	53240	BADGER POPCORN & CONCESSION	EQUIPMENT OUTLAY	500380	555321	10,457.00
04/24/2026	PWBDD	53245	BRIDGIE PHOA	PETTY CASH	118000	0	1,275.00
04/24/2026	PWBDD	53252*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555320	33.06
				INTERNET	500220	555320	229.99
☒heck PWBDD E							263.05
04/24/2026	PWBDD	53267*#	GRAFTON ACE HARDWARE	EQUIPMENT OUTLAY	500380	555320	738.90
04/24/2026	PWBDD	53268	HOLIDAY WHOLESAL, INC	OPERATING SUPPLIES	500350	555321	787.90
04/24/2026	PWBDD	53300	STATE INDUSTRIAL PRODUCTS	OPERATING SUPPLIES	500350	555320	2,581.60
05/01/2026	PWBDD	53385*#	WE ENERGIES	NATURAL GAS	500224	555320	19.55
				NATURAL GAS	500224	555320	10.69
☒heck PWBDD E							30.24
Total For Fund: 2							19,745.26
Fund: 260 LIBRA							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	ZOO & COSTCO	500322	555110	1,444.52
				DELTA & UNITED	500330	555110	846.00
				USPS	500315	555110	3.59
				NY TIMES	500319	555110	80.00

				CYBERLYNK	500225	555110	436.64
				CANVA	500223	555110	119.99
				MOBILE BEACON	500382	555110	869.99
				WLA	500320	555110	175.50
☒check PWBDD 2							<u>3,976.23</u>
04/17/2026	PWBDD	53171	AKALAI HANUI	DONATION EXPENDITURES	500322	555110	225.00
04/17/2026	PWBDD	53183	CHILDREN'S PLUS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	574.68
04/17/2026	PWBDD	53189	EXECUTIVE OFFICE SUPPLY	COMPUTER/COPIER SUPPLIES	500312	555110	1,559.98
04/17/2026	PWBDD	53199	INGRAM LIBRARY SERVICES	DONATION EXPENDITURES	500322	555110	238.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	56.28
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	26.93
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	174.62
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	19.17
☒check PWBDD E							<u>515.00</u>
04/17/2026	PWBDD	53201*#	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	1,701.57
04/17/2026	PWBDD	53212	OVERDRIVE, INC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	3,000.00
04/17/2026	PWBDD	53226	VISUAL IMAGE PHOTOGRAPHY, INC.	MARKETING	500223	555110	575.00
04/24/2026	PWBDD	53237*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	238.48
04/24/2026	PWBDD	53252*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	213.46
04/24/2026	PWBDD	53255	CONLEY MEDIA, LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	138.00
05/01/2026	PWBDD	53315	AMAZON CAPITOL SERVICES	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	28.28
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	11.37
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	40.90
				DONATION EXPENDITURES	500322	555110	49.93
				OFFICE SUPPLIES	500310	555110	87.29
				DONATION EXPENDITURES	500322	555110	9.99
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	95.76
				PROGRAM SUPPLIES	500308	555110	163.80
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	55.86
				DONATION EXPENDITURES	500322	555110	177.07
				OFFICE SUPPLIES	500310	555110	109.62
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	54.88
				OPERATING SUPPLIES	500350	555110	112.90
				DONATION EXPENDITURES	500322	555110	18.00
				DONATION EXPENDITURES	500322	555110	56.91
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	23.76
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	97.02
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	100.93
				DONATION EXPENDITURES	500322	555110	39.35
				DONATION EXPENDITURES	500322	555110	8.45
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	97.76
☒check PWBDD E							<u>1,439.83</u>
05/01/2026	PWBDD	53323*#	CINTAS CORPORATION	OPERATING SUPPLIES	500350	555110	343.71
05/01/2026	PWBDD	53329	DEMCO SOFTWARE	OFFICE SUPPLIES	500310	555110	88.34
05/01/2026	PWBDD	53333	DPI SUPPLY, INC	OFFICE SUPPLIES	500310	555110	118.00
05/01/2026	PWBDD	53344	INGRAM LIBRARY SERVICES	DONATION EXPENDITURES	500322	555110	38.00
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	629.92
☒check PWBDD E							<u>667.92</u>
05/01/2026	PWBDD	53346	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	1,040.57
05/01/2026	PWBDD	53350	LAWNSCAPERS, INC	MAINT/CONTRACTED SERVICES	500290	555110	785.00
05/01/2026	PWBDD	53363*#	OLSEN'S PIGGLY WIGGLY	DONATION EXPENDITURES	500322	555110	23.47
				DONATION EXPENDITURES	500322	555110	5.02
☒check PWBDD E							<u>28.49</u>
05/01/2026	PWBDD	53385*#	WE ENERGIES	NATURAL GAS	500224	555110	754.22
05/01/2026	PWBDD	53387	CHILDREN'S PLUS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	357.55
05/01/2026	PWBDD	53388	PLAYAWAY PRODUCTS LLC	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	72.89
Total For Fund: 2							<u>18,413.92</u>
Fund: 270 FIRE I							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	ADOBE	500310	522500	21.09
				OFFICE SUPPLIES	500310	522500	199.37
				ST. THOMAS	500330	522500	320.00
				AMAZON	500310	522500	29.74
				ADOBE	500310	522500	21.09
				SAL'S & ST THOMAS	500330	522500	300.05
				OFFICE MAX	500310	522500	194.86
☒check PWBDD 2							<u>1,086.20</u>
04/17/2026	PWBDD	53170	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	108.69
04/17/2026	PWBDD	53172	ALERT-ALL CORP	OPERATING SUPPLIES	500350	522500	2,244.00
04/17/2026	PWBDD	53177	BATZNER PEST CONTROL	MAINT/CONTRACTED SERVICES	500290	522500	85.75
04/17/2026	PWBDD	53178*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	247.36
04/17/2026	PWBDD	53181	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	46.00
				EMS SUPPLIES AND EXPENSES	500347	522500	2,097.68
☒check PWBDD E							<u>2,143.68</u>

04/17/2026	PWBDD	53187	DASH MEDICAL GLOVES,LLC	EMS SUPPLIES AND EXPENSES	500347	522500	205.87
04/17/2026	PWBDD	53192	FORWARD TS	MAINT/CONTRACTED SERVICES	500290	522500	30.49
04/17/2026	PWBDD	53193*#	GALLS, LLC	UNIFORMS	500346	522500	64.44
				UNIFORMS	500346	522500	47.29
				UNIFORMS	500346	522500	78.48
				UNIFORMS	500346	522500	56.94
				UNIFORMS	500346	522500	52.68
				UNIFORMS	500346	522500	119.61
				UNIFORMS	500346	522500	61.24
				UNIFORMS	500346	522500	56.68
				UNIFORMS	500346	522500	<u>287.61</u>
	Check PWBDD						824.97
04/17/2026	PWBDD	53194	GENERAL COMMUNICATIONS INC	TELEPHONE/COMMUNICATIONS	500225	522500	2,345.00
04/17/2026	PWBDD	53195*#	GRAFTON ACE HARDWARE	TRAVEL & TRAINING	500330	522500	213.22
04/17/2026	PWBDD	53197	GREAT LAKES DIVING CENTER	OPERATING SUPPLIES	500350	522500	1,500.00
04/17/2026	PWBDD	53198	GUTHRIE & FREY	OPERATING SUPPLIES	500350	522500	51.60
04/17/2026	PWBDD	53200	INTERSTATE POWER SYSTEMS INC	REPAIR AND MAINTENANCE	500240	522500	3,632.21
04/17/2026	PWBDD	53204	JOIN THE FIRE SERVICE LLC	MARKETING	500223	522500	429.00
04/17/2026	PWBDD	53210*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	66.97
04/17/2026	PWBDD	53211	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	42.15
04/17/2026	PWBDD	53214	PEDIATRIC EMERGENCY STANDARDS, INC	EMS - FAP GRANT EXPENSES	500397	522500	280.00
04/17/2026	PWBDD	53222	STRYKER SALES , LLC	EMS EQUIPMENT	500400	522500	9,895.20
04/17/2026	PWBDD	53232	WPP LLC	OPERATING SUPPLIES	500350	522500	492.78
04/17/2026	PWBDD	53233	ZOLL MEDICAL CORPORATION	EMS SUPPLIES AND EXPENSES	500347	522500	1,020.00
				EMS SUPPLIES AND EXPENSES	500347	522500	<u>651.00</u>
	Check PWBDD						1,671.00
04/24/2026	PWBDD	53235	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	216.88
04/24/2026	PWBDD	53238*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	31.99
04/24/2026	PWBDD	53244	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	336.29
04/24/2026	PWBDD	53247	CASPER COFFEE & VENDING	OPERATING SUPPLIES	500350	522500	166.50
04/24/2026	PWBDD	53252*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	230.06
				TELEPHONE/COMMUNICATIONS	500225	522500	<u>20.41</u>
	Check PWBDD						250.47
04/24/2026	PWBDD	53256	CONWAY SHIELD	FIREFIGHTING EQUIPMENT	500380	522500	97.17
04/24/2026	PWBDD	53262	EMS MANAGEMENT & CONSULTANTS	PROFESSIONAL SERVICES	500210	522500	3,979.87
04/24/2026	PWBDD	53263	ENGINEERED SECURITY SOLUTIONS	MAINT/CONTRACTED SERVICES	500290	522500	240.93
04/24/2026	PWBDD	53264*#	FORWARD TS	MAINT/CONTRACTED SERVICES	500290	522500	62.72
04/24/2026	PWBDD	53265	GALLS, LLC	UNIFORMS	500346	522500	105.79
				UNIFORMS	500346	522500	124.64
				UNIFORMS	500346	522500	69.55
				UNIFORMS	500346	522500	64.28
				UNIFORMS	500346	522500	92.55
				UNIFORMS	500346	522500	<u>78.98</u>
	Check PWBDD						535.79
04/24/2026	PWBDD	53266	GENERAL COMMUNICATIONS INC	TELEPHONE/COMMUNICATIONS	500225	522500	40.00
04/24/2026	PWBDD	53270	ICE-KOLDLLC	REPAIR AND MAINTENANCE	500240	522500	315.00
04/24/2026	PWBDD	53275	MACQUEEN EQUIPMENT	FIREFIGHTING EQUIPMENT	500380	522500	1,174.27
				FIREFIGHTING EQUIPMENT	500380	522500	<u>650.00</u>
	Check PWBDD						1,824.27
04/24/2026	PWBDD	53280*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	30.58
04/24/2026	PWBDD	53283*#	ONTECH SYSTEMS, INC	TELEPHONE/COMMUNICATIONS	500225	522500	248.99
04/24/2026	PWBDD	53286	PENFLEX ACTUARIAL SERVICES, LLC	PROFESSIONAL SERVICES	500210	522500	1,000.00
04/24/2026	PWBDD	53287	PENFLEX ACTUARIAL SERVICES, LLC	PROFESSIONAL SERVICES	500210	522500	1,872.00
04/24/2026	PWBDD	53288	PRIME MINISTER CATERING	OPERATING SUPPLIES	500350	522500	4,594.25
04/24/2026	PWBDD	53294*#	RYAN FIREPROTECTION, INC	OPERATING SUPPLIES	500350	522500	325.00
04/24/2026	PWBDD	53298	SOUTHSIDE TIRECO.,INC	REPAIR AND MAINTENANCE	500240	522500	1,069.52
04/24/2026	PWBDD	53304*#	VANTAGE FINANCIAL,LLC	MAINT/CONTRACTED SERVICES	500290	522500	133.00
04/24/2026	PWBDD	53310	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522500	669.02
05/01/2026	PWBDD	53314	AIRGAS USA LLC	EMS SUPPLIES AND EXPENSES	500347	522500	123.29
05/01/2026	PWBDD	53320*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522500	215.65
				TRAVEL & TRAINING	500330	522500	<u>5.84</u>
	Check PWBDD						221.49
05/01/2026	PWBDD	53321	BOUND TREE MEDICAL, LLC	EMS SUPPLIES AND EXPENSES	500347	522500	189.90
05/01/2026	PWBDD	53322*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522500	358.06
05/01/2026	PWBDD	53337	FOREMOST PROMOTIONS	OPERATING SUPPLIES	500350	522500	1,539.05
05/01/2026	PWBDD	53339	GALLS, LLC	UNIFORMS	500346	522500	723.96
				UNIFORMS	500346	522500	<u>25.58</u>
	Check PWBDD						749.54
05/01/2026	PWBDD	53354	MACQUEEN EQUIPMENT	FIREFIGHTING EQUIPMENT	500380	522500	1,060.45
05/01/2026	PWBDD	53357*#	NAPA AUTO PARTS	REPAIR AND MAINTENANCE	500240	522500	53.79
				REPAIR AND MAINTENANCE	500240	522500	<u>36.19</u>
	Check PWBDD						89.98

05/01/2026	PWBDD	53358	NATIONAL VOLUNTEER FIRE COUNCIL	PROF PUBLICATIONS AND DUES	500320	522500	24.00
05/01/2026	PWBDD	53363*#	OLSEN'S PIGGLY WIGGLY	OPERATING SUPPLIES	500350	522500	40.36
05/01/2026	PWBDD	53364	ORGANIZATION DEVELOPMENT CONSULTANT	OPERATING SUPPLIES	500350	522500	2,385.00
05/01/2026	PWBDD	53366	PEDIATRIC EMERGENCY STANDARDS, INC	EMS - FAP GRANT EXPENSES	500397	522500	140.00
05/01/2026	PWBDD	53367	PROPHOENIX CORPORTATION	COMPUTERS/SOFTWARE/APPS	500390	522500	1,052.56
05/01/2026	PWBDD	53373	RELIANT FIRE APPARATUS, INC.	REPAIR AND MAINTENANCE	500240	522500	1,249.77
				REPAIR AND MAINTENANCE	500240	522500	1,085.59
☒heck PWBDD E							2,335.36
05/01/2026	PWBDD	53382*#	UNIFIRST CORPORATION	MAINT/CONTRACTED SERVICES	500290	522500	158.07
05/01/2026	PWBDD	53385*#	WE ENERGIES	NATURAL GAS	500224	522500	823.94
				NATURAL GAS	500224	522500	471.75
☒heck PWBDD E							1,295.69
Total For Fund: 2							57,399.18
Fund: 350 TIF DI							
04/24/2026	PWBDD	53269*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	171.50
Total For Fund: 3							171.50
Fund: 353 TIF DI							
04/24/2026	PWBDD	53269*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	955.50
Total For Fund: 3							955.50
Fund: 400 CAPIT							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	HOME DEPOT	500811	522410	1,011.82
				LOWES	500806	518100	880.52
☒heck PWBDD 2							1,892.34
04/17/2026	PWBDD	53169	AECOM TECHNICAL SERVICES INC	NR216 COMPLIANCE	500472	533440	1,078.05
04/24/2026	PWBDD	53254	CKC GRAPHICS & SIGNS	VEHICLE REPLACEMENTS	500811	522120	2,000.00
04/24/2026	PWBDD	53258*#	DORNER INC.	STREET IMPROVEMENTS	500854	533311	3,782.52
				STORMWATER IMPROVEMENTS	500475	533440	27,627.90
				DUE FROM LIGHT & WATER	156200	0	355,921.97
☒heck PWBDD E							387,332.39
04/24/2026	PWBDD	53273	KRAUSE WINDOW TINTING SHADES & BLINDS	VEHICLE REPLACEMENTS	500811	522120	300.00
05/01/2026	PWBDD	53368*#	R.A. SMITH NATIONAL	STREET IMPROVEMENTS	500854	533311	1,617.67
				STORMWATER IMPROVEMENTS	500475	533440	387.74
				DUE FROM LIGHT & WATER	156200	0	1,067.33
☒heck PWBDD E							3,072.74
05/01/2026	PWBDD	53369	RAMBOLL AMERICAS ENGINEERING SOLUTI	PROCHNOW	500841	533750	457.52
05/01/2026	PWBDD	53377	SCHAEFER POWER SYSTEMS, INC	LIBRARY BUILDING	500824	555110	1,505.68
Total For Fund: 4							397,638.72
Fund: 410 LEAD							
05/01/2026	PWBDD	53353	M&E CONSTRUCTION LLC	PRIVATE SIDE - LEAD PIPE	500872	533750	192,940.25
Total For Fund: 4							192,940.25
Fund: 601 WATE							
04/15/2026	PWBDD	216(E)*#	ELAN FINANCIAL SERVICES	AMAZON	500312	573825	139.00
				WRWA	500330	573850	785.92
				AMAZON	500372	573825	168.34
				AMAZON	500360	573835	9.69
				AMAZON	500340	573830	22.49
				ADOBE	500312	573825	19.99
☒heck PWBDD 2							1,145.43
04/17/2026	PWBDD	53184*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	203.34
04/17/2026	PWBDD	53196	GRAINGER	MAINTENANCE SUPPLIES	500340	573830	300.73
04/17/2026	PWBDD	53220	SABEL MECHANICAL, LLC	AERATORS #4	185334	0	59,878.08
04/17/2026	PWBDD	53221	SCADATEC	COMPUTER/COPIER SUPPLIES	500312	573825	360.00
04/17/2026	PWBDD	53230	WISCONSIN STATE LAB OF HYGIENE	STATE OF WI TESTING	500323	573850	550.00
04/24/2026	PWBDD	53237*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	232.97
04/24/2026	PWBDD	53238*#	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	573825	98.85
04/24/2026	PWBDD	53241	BADGER STATE WASTE, LLC	SLUDGE HAULING	500294	573825	29,044.69
04/24/2026	PWBDD	53249	CCP INDUSTRIES INC	SAFETY EQUIPMENT	500372	573825	355.55
04/24/2026	PWBDD	53250	CEDARBURG LIGHT & WATER	WATER SERVICE	500226	573825	222.40
04/24/2026	PWBDD	53252*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	55.25
				TELEPHONE/COMMUNICATIONS	500225	573825	149.99
☒heck PWBDD E							205.24
04/24/2026	PWBDD	53253	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	205.04
				SAFETY EQUIPMENT	500372	573825	205.04
☒heck PWBDD E							410.08
04/24/2026	PWBDD	53258*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	0	358,437.43
04/24/2026	PWBDD	53278	MEAD & HUNT INC.	YEAR #5 OF ADAPTIVE MANAGEMENT	500383	573835	1,569.00

04/24/2026	PWBDD	53285	PACE ANALYTICAL SERVICES, LLC	STATE OF WI TESTING	500323	573850	150.00
04/24/2026	PWBDD	53295#	SABEL MECHANICAL, LLC	AERATORS #4	185334	0	58,016.88
				MAINTENANCE SUPPLIES	500340	573830	<u>1,185.81</u>
⊞heck PWBDD €							59,202.69
04/24/2026	PWBDD	53299	STARNET TECHNOLOGIES	TELEPHONE/COMMUNICATIONS	500225	573825	600.00
04/24/2026	PWBDD	53305	VISU-SEWER INC.	COLLECTION MAINS AND ACCESS.	184313	0	101,208.00
				COLLECTION MAINS AND ACCESS	184313	0	<u>623.25</u>
⊞heck PWBDD €							101,831.25
05/01/2026	PWBDD	53323*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	205.85
				SAFETY EQUIPMENT	500372	573825	<u>205.85</u>
⊞heck PWBDD €							411.70
05/01/2026	PWBDD	53335	FILTRATION CONCEPTS, INC.	MAINTENANCE SUPPLIES	500340	573830	87.21
05/01/2026	PWBDD	53343	HAWKINS , INC.	COAGULANTS	500371	573825	12,836.52
05/01/2026	PWBDD	53355	MEAD & HUNT INC.	ENGINEERING	500215	573850	330.00
05/01/2026	PWBDD	53360	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	377.48
05/01/2026	PWBDD	53361*#	NORTH SHORE BANK	SICK PAY OUT	500135	573805	7,440.39
05/01/2026	PWBDD	53365	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
05/01/2026	PWBDD	53368*#	R.A. SMITH NATIONAL	COLLECTION MAINS AND ACCESS.	184313	0	1,096.51
05/01/2026	PWBDD	53375	RUEKERT-MIELKE, INC.	PROFESSIONAL SERVICES	500210	573850	1,908.65
05/01/2026	PWBDD	53381*#	U.S. CELLULAR	TELEPHONE/COMMUNICATIONS	500225	573825	36.00
05/01/2026	PWBDD	53383	USA BLUEBOOK	COLLECTION SYSTEM MAINT	500360	573835	73.48
05/01/2026	PWBDD	53385*#	WE ENERGIES	MAINTENANCE SUPPLIES	500340	573840	20.90
				MAINTENANCE SUPPLIES	500340	573840	12.49
				MAINTENANCE SUPPLIES	500340	573840	49.81
				NATURAL GAS	500224	573825	100.15
				MAINTENANCE SUPPLIES	500340	573840	17.92
				MAINTENANCE SUPPLIES	500340	573840	16.73
				ELECTRIC	500222	573825	13.71
				ELECTRIC	500222	573825	18.67
				NATURAL GAS	500224	573825	<u>362.96</u>
⊞heck PWBDD €							613.34
Total For Fund: €							<u>641,534.01</u>
Fund: 700 RISK I							
05/01/2026	PWBDD	53316	AMERICAN FAMILY INSURANCE	INSURANCE CLAIMS 2026	500557	519400	<u>9,495.28</u>
Total For Fund: 7							9,495.28
Report Total:							<u>1,599,311.39</u>
**--INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND							
#--INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT							

CITY OF CEDARBURG
TRANSFER LIST
4/7/26 - 5/5/26

Date	Amount	Transfer to
PWSB CHECKING ACCOUNT		
4/10/2026	\$72.58	EDPS fee
4/10/2026	\$2,701.00	Minnesota Life - May life insurance premiums
4/10/2026	\$673.80	MetLife - April vision insurance premiums
4/10/2026	\$165,076.72	ETF - May health insurance premiums
4/10/2026	\$534.18	AFLAC - March premiums
4/10/2026	\$100.00	ETF
4/10/2026	\$15,851.74	Southgate lease
4/16/2026	\$300,000.00	PWSB Payroll
4/17/2026	\$1,989.02	Mission Square-contributions for 3/29/26 - 4/11/26
4/17/2026	\$597.19	State of Wisconsin-child support for 3/29/26 - 4/11/26
4/17/2026	\$1,329.17	Wis Deferred Comp-contributions for 3/29/26 - 4/11/26
4/17/2026	\$577.50	Police Union-contributions for 3/29/26 - 4/11/26
4/17/2026	\$5,710.00	North Shore Bank-contributions for 3/29/26 - 4/11/26
4/23/2026	\$2,530.32	ADP invoices
4/29/2026	\$275,000.00	PWSB Payroll
4/29/2026	\$49,014.15	CLW
4/30/2026	\$122,367.67	WRS
5/1/2026	\$1,989.02	Mission Square-contributions for 4/12/26 - 4/25/26
5/1/2026	\$597.19	State of Wisconsin-child support for 4/12/26 - 4/25/26
5/1/2026	\$1,330.54	Wis Deferred Comp-contributions for 4/12/26 - 4/25/26
5/1/2026	\$577.50	Police Union-contributions for 4/12/26 - 4/25/26
5/1/2026	\$5,710.00	North Shore Bank-contributions for 4/12/26 - 4/25/26
5/1/2026	\$29,744.79	Elan - March statement
	<u>\$984,074.08</u>	

PWSB PAYROLL CHECKING ACCOUNT

4/17/2026	\$213,891.00	Payroll for 3/29/26 - 4/11/26
4/17/2026	\$86,356.84	Payroll taxes for 3/29/26 - 4/11/26
5/1/2026	\$193,033.05	Payroll for 4/12/26 - 4/25/26
5/1/2026	\$80,972.80	Payroll taxes for 4/12/26 - 4/25/26
	<u>\$574,253.69</u>	



City Administrator's Report



Date: May 4, 2026

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.

Department Updates

Senior Center

The new office manager, Mary, has started and is working out well.

Clerk

- Jessica and Theresa attended a Wisconsin Municipal Clerk Association training on Alcohol Licensing and Board of Review.
- Alcohol license renewal is ongoing, and applications are due May 22nd, 2026.

Human Resources

- The admin position for the Engineering and Public Works Department has been offered and accepted. The applicant is expected to start on May 20, 2026
- An interview was conducted for the Assistant Engineer

Planning

- Stone Lake will begin work on Phase 2 and the final condo plat
- Quarry Park is looking for approval of their final plat
- Landmarks Commission had an additional meeting on April 30, 2026

Fire

- 3 Paramedics started
- There will be an Open House at Fire Station 1 on May 13, 2026, from 5:00 PM – 8:00 PM

Water Recycling Center

- Sabel Mechanical finished installing the final aerator in early April.

- Jim Michalesko started on April 6th
- Visu Sewer installed the final liner for the 2026 lining project in late April.
- Evergreen lift station will be getting an upgrade in 2026-2027
- The Garfield lift station will be upgraded in phase 1 of the facility remodel.

Engineering

- Access to Quarry through the Monopole and the business park has been requested.
- The South Washington sanitary and sewer project is on schedule.
- The Stone Lake Development Agreement will be presented to the Council.
- The street and utility project is ahead of schedule.
- The sidewalk program will be surveyed by Safe Step.

Library

- Library will be closed on Friday, May 15, 2026 for in-service and spring cleaning.
- On May 16, 2026, the League of Women Voters is hosting a fundraiser at the Rivoli theater, featuring a screening of the movie "1776." The event is estimated to raise \$1,300.
- A Request for Proposals (RFP) has been sent out for solar panels.

Police Department

- The new office K-9, Blue, has finished training.
- Protests are back on Washington Avenue, scheduled for May 16, 2026 and June 13, 2026.