



**CITY OF CEDARBURG
A MEETING OF THE PLAN COMMISSION
MONDAY, JUNE 1, 2026 – 7:00 PM**

A meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held on Monday, June 1, 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 Member James Fitzpatrick, Vice Chairman Jack Arnett, Sig Strautmanis, Sherry Bublitz, Jon Scholz, James Hayes.

3. STATEMENT OF PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. Approval of meeting minutes from May 4, 2026

5. COMMENTS AND SUGGESTIONS FROM CITIZENS

Comments from citizens on a listed agenda item will be taken when the item is addressed by the Plan Commission. 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 Plan Commission 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 Plan Commission.

6. PUBLIC HEARINGS; AND ACTION THEREON

A. Review, discussion, and possible action on the request of property owner/applicant Andrew and Debra Helgeson for Conditional Use Permit approval to utilize their studio/efficiency apartment located at W56 N6395 Center Street, for short-term rentals with stays as short as 1-night/visit. This .13-acre property is zoned B-3 Central Business District.

7. REGULAR BUSINESS; AND ACTION THEREON

A. Discussion and possible action on annual certification of the Ethics Code.

8. COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

9. MAYOR'S ANNOUNCEMENTS

10. ADJOURNMENT

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.

MEMBERS – PLEASE NOTIFY CITY PLANNER'S OFFICE IF UNABLE TO ATTEND THIS MEETING.



**CITY OF CEDARBURG
Plan Commission
May 4, 2026
Minutes**

1. **CALL TO ORDER**

The meeting was called to order by Vice Chair Arnett at 7:00 P.M.

2. **ROLL CALL**

Present - Council Member James Fitzpatrick, Vice Chairman Jack Arnett, Sig Strautmanis, Sherry Bublitz, Jon Scholz, and James Hayes.

Excused — Mayor Patricia Thome

Also present — City Planner Mary Censky, City Administrator Mikko Hilvo, and Deputy Clerk Theresa Hanaman.

3. **STATEMENT OF PUBLIC NOTICE**

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

4. **APPROVAL OF MINUTES**

- A. *Discussion and possible action on approval of March 2, 2026, Plan Commission Meeting Minutes.*

Council Member Scholz moved to approve the minutes from March 2, 2026, seconded by Commissioner Bublitz. The motion passed unanimously.

5. **COMMENTS AND SUGGESTIONS FROM CITIZENS**

None

6. **REGULAR BUSINESS; AND ACTION THEREON**

- A. Review, discussion, and possible approval of a technical amendment to the site grading plan as previously approved for the cell tower located at W65 N1170 Forward Way. This site is zoned M-3 Business Park.*

Planner Censky reported that the Tower Company original survey had some errors which led them to design a grading plan with a retaining wall on the east side, where it should actually be graded off to the east and the City Engineer has looked at the revised plan and approves.

Commissioner Bublitz made a motion, seconded by Commissioner Hayes, to approve the site grading plan amendment for the cell tower located at W65N1170 Forward Way, subject to the following conditions as recommended by the Planner:

- 1) City Engineer review and approval of the detailed final design and extent of the new grading plan prior to start of work;
- 2) Tower company must provide a signed copy of written consent from the property owner to the east (i.e., Chris Stankovich Trust et al), prior to final approval of plans and start of work on the revised grading. The motion passed unanimously.

- B. Review, discussion, and possible action/recommendation to the Common Council 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 plat is consistent with the previously approved preliminary plat. Planner Censky confirmed that each home in the Quarry Park subdivision will undergo individual plan review by SARB prior to issuance of building permits to ensure compliance with the City's updated residential design standards.

Council Member Fitzpatrick made a motion, seconded by Commissioner Strautmanis, to recommend to the Common Council for the Final Plat approval of the Quarry Park Subdivision located directly east of Stone Lake Condominiums and north of Fairfield Manor Subdivision, and to include the following conditions as recommended by the Planner:

- 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).
The motion passed unanimously.

- C. *Review, discussion, and possible action/recommendation to the Common Council 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.*

Commissioner Strautmanis discussed the limitations on the number of front-facing garage doors, and Commissioner Hayes suggested the applicant implement a landscaping plan to address screening concerns between Stone Lake Condominiums and the Business Park since they have removed all of the volunteer tree and scrub growth that was there and had offered some screening.

Council Member Fitzpatrick made a motion, seconded by Commissioner Bublitz, to recommend approval to the Common Council on the request for Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium and to include the following conditions as recommended by the Planner:

- 1) Applicant must enter into a development agreement and stormwater management/maintenance agreement with the City for the 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) The applicant is strongly encouraged to develop a replacement planting buffer using large trees to address screening concerns between Stone Lake Condominiums and the Business Park since Stone Lake developers chose to remove all of the volunteer tree and scrub growth that was there previously which had offered some screening.

The motion passed unanimously.

- D. *Review, discussion, and possible action/recommendation to the Common Council on the request of Coach House Homes LLC (in c/o Kate Schley) for approval of a 7-lot single-family residential Preliminary Subdivision Plat with Planned Unit Development Rezoning. Eden Preserve Subdivision is proposed to be located on ~1.8 acres of land located at W59 N367 Hilbert Avenue and directly west/northwest thereof. This property, owned by Wendell Lee LLC in c/o Paula Motte, is currently zoned Rs-5 Single Family Residential.*

The commission discussed concerns about private streets, hoping the developer makes it clear to future owners that they can't come back and ask for it to become a public

street. They also strongly encouraged that SARB will require architectural compatibility for the new homes in the midst of this existing neighborhood. Commissioner Hayes emphasized the need for detailed, well designed and engineered stormwater management plans including proper rear yard tree placement that will not conflict with stormwater plans and to avoid drainage issues.

Public Comment

Scott Soukup W59 N396 Hilbert Avenue — Wanted to confirm that the lot lines are no longer showing in the middle of the private road. Planner Censky confirmed they are not.

Doug Baade W59 N377 Hilbert Avenue — Thanked Commissioners Hayes and Bublitz for their comments about stormwater management.

Grant Witte W59 N364 Hilbert Avenue — Expressed concern about headlights creating a glare in his living room from the new road.

A motion was made by Commissioner Scholz, seconded by Council Member Fitzpatrick, to recommend to the Common Council for approval of the 7-lot single-family residential Eden Preserve Preliminary Subdivision Plat with Planned Unit Development Rezoning subject to the following conditions as recommended by the Planner:

1) Applicant to make technical plat additions/modifications/corrections prior to Common Council review/consideration of this Preliminary Plat as follows:

- a. Add Lot #'s.
- b. Add Lot Square Footages to verify above.
- c. Add vision clearance triangles (15' x 15') on both sides of private street intersection with Hilbert Avenue.
- d. The 10.47-foot-wide strip of land to be retained by the developer should be an Outlot.
- e. Eliminate "typical" references and provide all actual/absolute figures as to side/front/rear setbacks, all easements, width of pavement, width of curbing, and width of lots at the setback.
- f. The existing zoning note should read 'Rs-5 Single-Family Residential District' and the proposed zoning note should read 'Rs-5 Single-Family Residential District with PUD Planned Unit Development Overlay District'.
- g. The boundaries of Outlot 1 and Lot 1 are confusing as drawn. The entire private road isn't clearly depicted as being in an Outlot. This needs to be cleaned up.

2) Prior to Final Plat consideration/approval, applicant shall:

- a. Satisfy any/all comments/objections as may be/been received from the Wisconsin Department of Administration Plat Review.
- b. Design grading, drainage, erosion control, stormwater management, and sewer utility plans for review and approval by the City Engineer.
- c. Design the detailed private street specifications, from back-of-curb to back-of-curb, for review and approval by the City Engineer and Fire Department.
- d. Design electric and water utility plans for review and approval by the Cedarburg Light & Water Utility.

e. Grant back to the City and Cedarburg Light & Water Utility, all required easements for long-term access, care, and maintenance over all public facilities.

f. Grant a public access easement over the street, terrace, sidewalk, and all of Outlot 1

g. Enter into a Development Agreement and a Stormwater Management/Maintenance Agreement with the City.

3) As a condition of the PUD rezoning, each new structure proposed to be constructed in this development shall be subject to review and approval by the Site and Architectural Review Board prior to issuance of a building permit. Such review and approval shall be made in keeping with the standards and procedures set forth in Article F of the City Code as for 'Infill lots'.

4) As a condition of the PUD rezoning, compulsory landscaping shall be required in the rear yard setback area of each lot including not less than 1 deciduous tree (at least 2" caliper at chest height at planting) installed at spacing of not more than 40 feet center-to-center throughout the backyards of all lots in the plat. These trees shall be placed as not to interfere with the drainage/stormwater management system. The species of tree shall be proposed by the developer in consultation with an arborist, and approved by City staff.

5) As a condition of the PUD rezoning, compulsory landscaping shall be required in the front lawn/landscaping terrace area located between the back of curb and the sidewalk shall contain grass plus no less than 1 deciduous tree (at least 2" caliper at chest height at planting) installed at a spacing of not more than 40 feet center-to-center throughout the terrace area on both sides of the street throughout the plat. The species of tree shall be proposed by the developer in consultation with an arborist, and approved by City staff.

6) As a condition of the PUD rezoning, compulsory landscaping for Outlot 1 and the center of the cul de sac bulb shall be designed by the applicant in consultation with a landscape architect and/or arborist and submitted to the City staff for approval.

The motion passed unanimously.

E. Review discussion, and possible action/recommendation to the Common Council for updates to "Chapter 1 – Issues and Opportunities" as currently set forth in the City of Cedarburg Smart Growth Comprehensive Land Use Plan-2025.

Planner Censky highlighted updates to census data and population projections, considering growth rates of 1% and 1.3% for future planning. She also discussed tools for managing development pace, such as annexation, pre-annexation agreements, infrastructure concurrency, and development agreements.

The commission was satisfied with the Chapter 1 updates. They request revision dates be included on future Chapter updates.

Commissioner Bublitz made a motion, seconded by Commissioner Hayes, to recommend approval to the Common Council for updates to "Chapter 1 – Issues and Opportunities" as presented. The motion passed unanimously.

7. **COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS**

Best wishes were extended to the Mayor as she recovers from recent knee surgery.

8. **MAYOR'S ANNOUNCEMENTS**

None

9. **ADJOURNMENT**

Vice Chair Jack Arnett made a motion, seconded by Commissioner Bublitz to adjourn the meeting at 8:14 PM. The motion passed unanimously.

Theresa Hanaman
Deputy Clerk

DRAFT

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: June 1, 2026

General Information:

Agenda Item: **6.A.**

Applicant/Property Owner:

Andrew and Debra Helgeson

Request:

Approval of tourist rooming house (short-term rental) conditional use permit (CUP).

Current Zoning:

B-3 Central Business District

Current Master Plan Classification:

Commercial

Surrounding Zoning/Land Use:

North: B-3

South: B-3 and I-1 Institutional

East: B-3

West: Interurban Trail, then Rs-6
Single Family/Two
Family Residential

Lot Size:

~5,663 sq. ft. (i.e., .13 acres)

Location:

W56 N6395 Center Street

Discussion:

There is an existing efficiency dwelling unit located on the first floor of this multi-tenant commercial and residential use building. The applicant requests approval to utilize this dwelling unit for 'tourist rooming house' (i.e., short-term rental) purposes with length of stay duration as short as 1-day/occupancy.

Tourist Rooming House is listed as a conditional use that can be considered for approval in the B-3 Central Business District.

A DRAFT of the proposed Conditional Use Permit (CUP) is attached for the Commissions consideration.

Recommendation:

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

- 1) Any interior renovations of the space shall be subject to prior review and issuance of a permit if/as may be required through the Building Inspections Department.
- 2) Applicant to receive an Occupancy Permit and Room Tax Permit from the City prior to the start of rentals at this location.
- 3) Applicant commits to payment of their ¼'ly room tax payments to the City Treasurer as required pursuant to City of Cedarburg Ordinance #94-39 Room Tax.
- 4) Full execution and recording of the CUP document prior to the start of short-term rental use.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: W56N6395 Center St. - Apartment A

APPLICANT/BUSINESS NAME: Andrew & Debra Helgeson

APPLICANT/BUSINESS ADDRESS: W56N6395 Center St.

STATUS OF APPLICANT: OWNER AGENT BUYER OTHER _____

PHONE: _____ EMAIL: l

PROPERTY OWNER (IF DIFFERENT): _____

PROPERTY OWNER MAILING ADDRESS: 4940 Timbercrest Dr. Cedarburg WI 53012

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: One studio/efficiency short-term rental unit for stays as short as one night.

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

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

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

PROPERTY OWNER(S) SIGNATURE: _____ DATE: _____

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ 400.00 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 5-15-25

✓ APPLICATION AND FEE RECEIVED BY: Amc Fees PLAN COMMISSION MEETING DATE: 6-1-26

ATTACHMENTS (CHECK IF RECEIVED):

- EIGHT DESCRIPTIONS (SARB)
- EIGHT FULL-SIZE SETS (SARB)
- TEN DESCRIPTIONS AND PLAN SETS (PLAN COMMISSION)

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: _____

ZONING: B-3 ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

Main Floor Plan - Apartment A

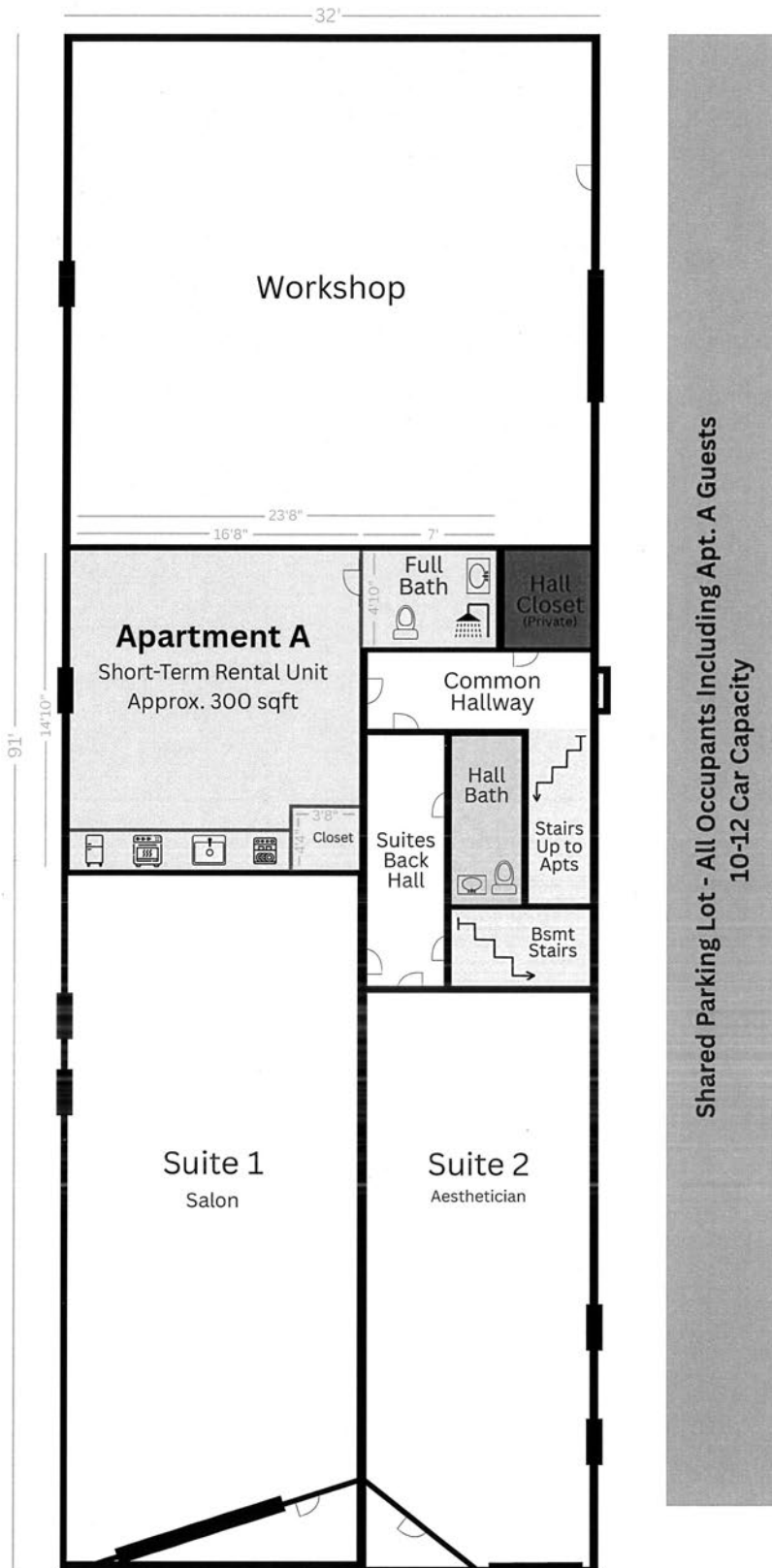
N56 W6395 Center St. Cedarburg, WI

Short-Term Rental Permit Submission

Owner: Andrew & Debra Helgeson

Unit: Apartment A - Main Floor

Approx. 300 sq.ft.



Legend

- Apartment A
Short-term rental unit
- Suites 1 & 2
Commercial tenant space
- Hall Bath
Common bathroom
- Workshop
Commercial/industrial
- Common Hallway / Stairs
Shared building access
- Exterior Door
Building entry points

Notes

Entrance

Apartment A is accessed via a side door on the west side of the building, just off the parking lot. The side door has a customizable lock for secure guest access. The door to Apartment A also has a customizable lock for guest safety and security.

Parking

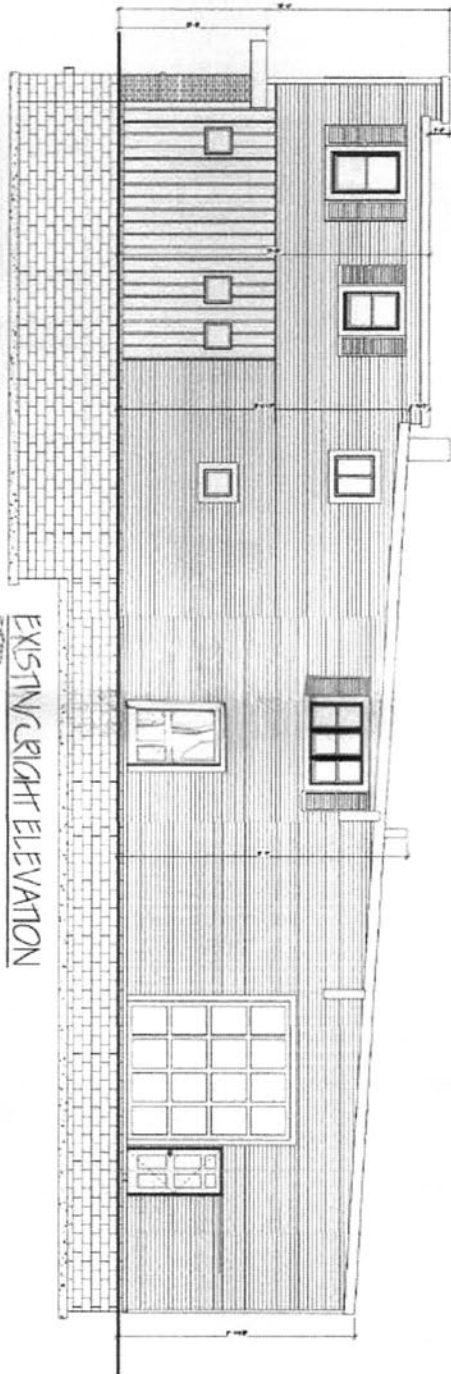
Shared gravel lot runs the full length of the building on the west side, accommodating approximately 10-12 vehicles. Street parking is also available for overflow.

Walls

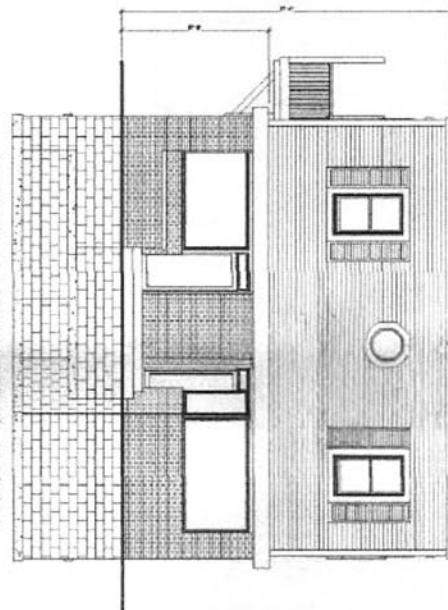
Apartment A interior walls are drywall and beadboard. No bearing or structural walls modified.

Existing

Radiators and wall A/C units remain as-is.



EXISTING RIGHT ELEVATION



EXISTING FRONT ELEVATION

PLANS NOT FOR CONSTRUCTION

SHEET
1 OF 8

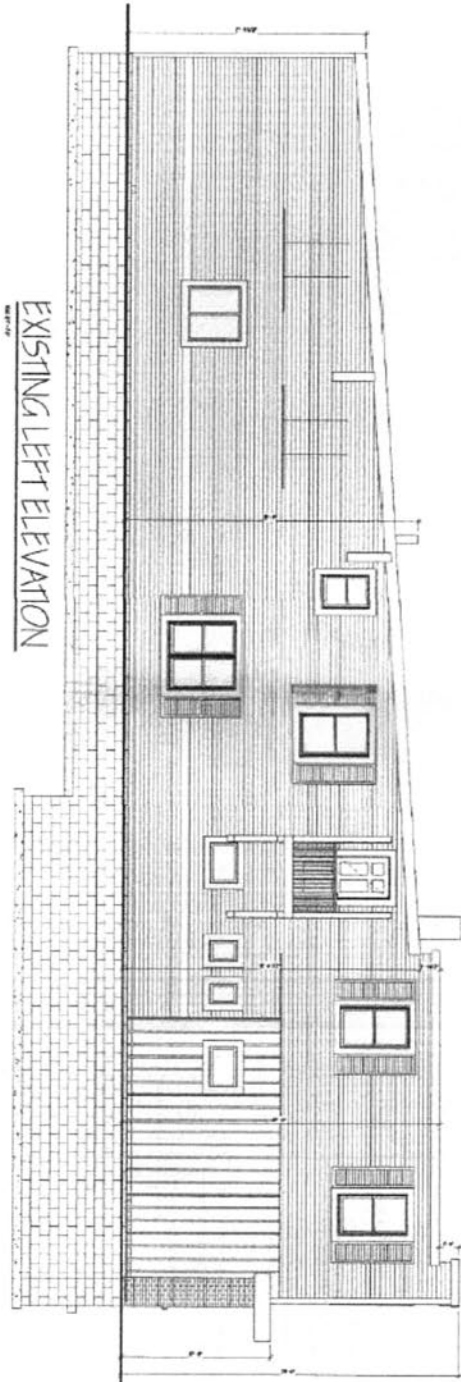
EXISTING
REAR AND
RIGHT
ELEVATIONS

REMODEL FOR:
ANDREW AND DEBRA HELGESON
N56W6393 CENTER STREET CEDARBURG
REMODEL:
ADDITION AND REMODEL

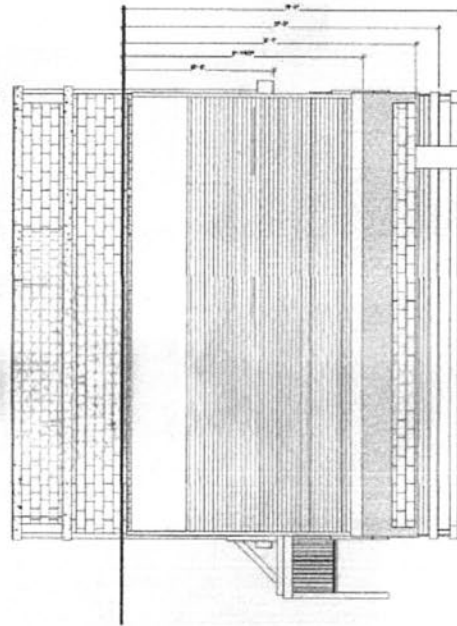


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ANDREW C. KUCH ARCHITECT
1000 W. CENTER STREET, SUITE 100
CEDARBURG, WI 53009
PHONE: 920.231.1111
WWW.ACKARCHITECT.COM
PLANS COMPLETED: 08/10/2017



EXISTING LEFT ELEVATION



EXISTING REAR ELEVATION

PLANS NOT FOR CONSTRUCTION

SHEET
2 OF 8
EXISTING
LEFT AND
REAR
ELEVATION

REMODEL FOR:
ANDREW AND DEBRA HELGESON
N56W6393 CENTER STREET CEDARBURG
REMODEL:
ADDITION AND REMODEL



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AS A REGISTERED PROFESSIONAL ARCHITECT, I AM NOT PROVIDING ARCHITECTURAL SERVICES TO ANY OTHER PARTY.
PLAN COMPLETION REVIEW DATE: 02/29

DOCUMENT NUMBER	CONDITIONAL USE PERMIT Tourist Rooming House	
<p>Before the Plan Commission of the City of Cedarburg, Ozaukee County, Wisconsin, in regard to the premises at N56 W6395 Center Street, located in Section 27, Town 10 North, Range 21 East, Ozaukee County, State of Wisconsin, further described as follows:</p>		
<p>795680 W 70 FT OF LOT 2 MEASURED PARALLEL TO MILW N RY BOERNER'S PLAT 795680 That part of Lot 2, Boerners Subdivision, in the SE 1/4 of Section 27-10-21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of Lot 2 aforesaid, thence N. 89° 45' E. Along the north line of said Lot, 70 feet to a point, thence S. 0° 15' E. On a line at right angles to the north line of said lot, 90 feet to a point in the south line of said lot, thence S. 89° 45' W. Along the south line of said lot, 56.87 feet to the southwest corner of said lot; thence N. 8° 33' W. Along the west line of said lot, 90.96 feet to the place of beginning.</p>		
		<p>Return to: Jessica Campolo, City Clerk City of Cedarburg W63N645 Washington Avenue PO Box 49 Cedarburg WI 53012-0049</p>

13-054-0002.002
Parcel Identification No.

Zoning Classification of the Premises is: B-3 Central Business District
Mailing Address of the Premises is: N56 W6395 Center Street

WHEREAS, a petition has been filed by Andrew and Debra Helgeson (hereinafter "Permittees and Property Owners") for the purpose of operating a Tourist Rooming House with rental periods as short as 1-day/per occupancy or longer at N56 W6395 Center Street; and

WHEREAS, Tourist Rooming Houses are listed as a conditional use in Section 13-1-55(e)(20) of Zoning Code; and

WHEREAS, upon careful consideration of information received in this matter, including information received at the public hearing, and in consideration of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, the City of Cedarburg Plan Commission hereby finds that the proposed use will not be hazardous, harmful, offensive, or otherwise adverse to the environment or the value of the neighborhood or the community, and will be in accordance with the purpose and intent of the City of Cedarburg Zoning Code and the City of Cedarburg Smart Growth Comprehensive Land Use Plan - 2050, provided the conditional use is operated pursuant to the following conditions and in strict conformance therewith.

NOW, THEREFORE, the Plan Commission of the City of Cedarburg held a Public Hearing on June 1, 2026, and approved the issuance of this conditional use permit (hereinafter "CUP") for the premises for the above-stated purposes.

The CUP is subject to initial and continued compliance with the City of Cedarburg Municipal Zoning Code and with the following conditions:

1. This CUP is being issued to Andrew and Debra Helgeson (Permittees and Property Owners). The CUP shall terminate if and when the Permittees terminates their tenancy or ownership at the subject property.
2. The CUP shall not be transferrable to another location.
3. All required Federal, State and Local licenses for Tourist Rooming Houses as regulated under Wisconsin Chapter DHS 195 shall be obtained and maintained.
4. Cedarburg Fire Department will follow the State Licensing Bureau for Rooming Houses, NFPA 1 Section 20.10 and NFPA 101 Life Safety Code.
5. Smoke detectors and carbon monoxide detectors are to be installed and properly maintained.
6. Any Signage proposed to be added to this site in support of the Tourist Rooming House use must first be approved by the City Building Inspector, and a Sign Permit must first be issued.
7. The "Apartment A" dwelling unit in on the first floor of this multi-tenant building, as per Exhibit A (attached hereto and made a part hereof by reference) at N56 W6395 Center Street, is approved as a Tourist Rooming House with rental periods as short as 1-day/per occupancy or longer.
8. Outdoor amenities associated with the Tourist Rooming House use at this site shall not include a fire pit(s).
9. Onsite parking in support of, and access to, the Tourist Rooming House use shall be in accordance with Exhibit A.
10. The Property Owner is required to sign below, before a notary, to approve the issuance of this CUP and to indicate their acceptance of the terms and conditions of this CUP.

- 11. No modifications to the interior or exterior of the building are proposed at this time in support of the Tourist Rooming House use.
- 12. Any future changes to the dwelling unit, site plan, or building exterior not included in the CUP shall require approval by the City as an amendment to this CUP.
- 13. Any substantiated material problems with noise, health, safety, etc. associated with the Tourist Rooming House use at N56 W6395 Center Street shall be the responsibility of the Owner to correct. Failure to correct the problem in a timely manner upon notice from the City may result in the partial or complete revocation of this Conditional Use Permit.
- 14. Minimum duration of rental period for this dwelling unit as a Tourist Rooming House shall be not less than 1-day/occupancy.

SIGNATURES OF PERMITTEES AND PROPERTY OWNERS:

As **PERMITTEES and PROPERTY OWNERS** of the subject property, I/we approve the issuance of the CUP with the above-described conditions.

Signature	Date	Signature	Date
<u>Andrew Helgeson</u> Printed Name		<u>Debra Helgeson</u> Printed Name	

STATE OF WISCONSIN }
 OZAUKEE COUNTY } SS

Personally, came before me this ____ day of _____, 20____, the above-named Andrew Helgeson and Debra Helgeson, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

 Printed Name _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission Expires: _____

CITY OF CEDARBURG

On behalf of the City of Cedarburg Plan Commission, I/we do hereby approve the issuance of the CUP with the above-described conditions.

 Patricia Thome, Mayor

STATE OF WISCONSIN }
 OZAUKEE COUNTY } SS

Personally came before me this ____ day of _____, 20____, the above-named Patricia Thome, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

 Printed Name _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission Expires: _____

*THIS INSTRUMENT WAS DRAFTED BY:
 Mary Censky, City Planner*

Main Floor Plan - Apartment A

N56 W6395 Center St. Cedarburg, WI

EXHIBIT "A" TO CONDITIONAL USE PERMIT

Helgeson Short-Term Rental

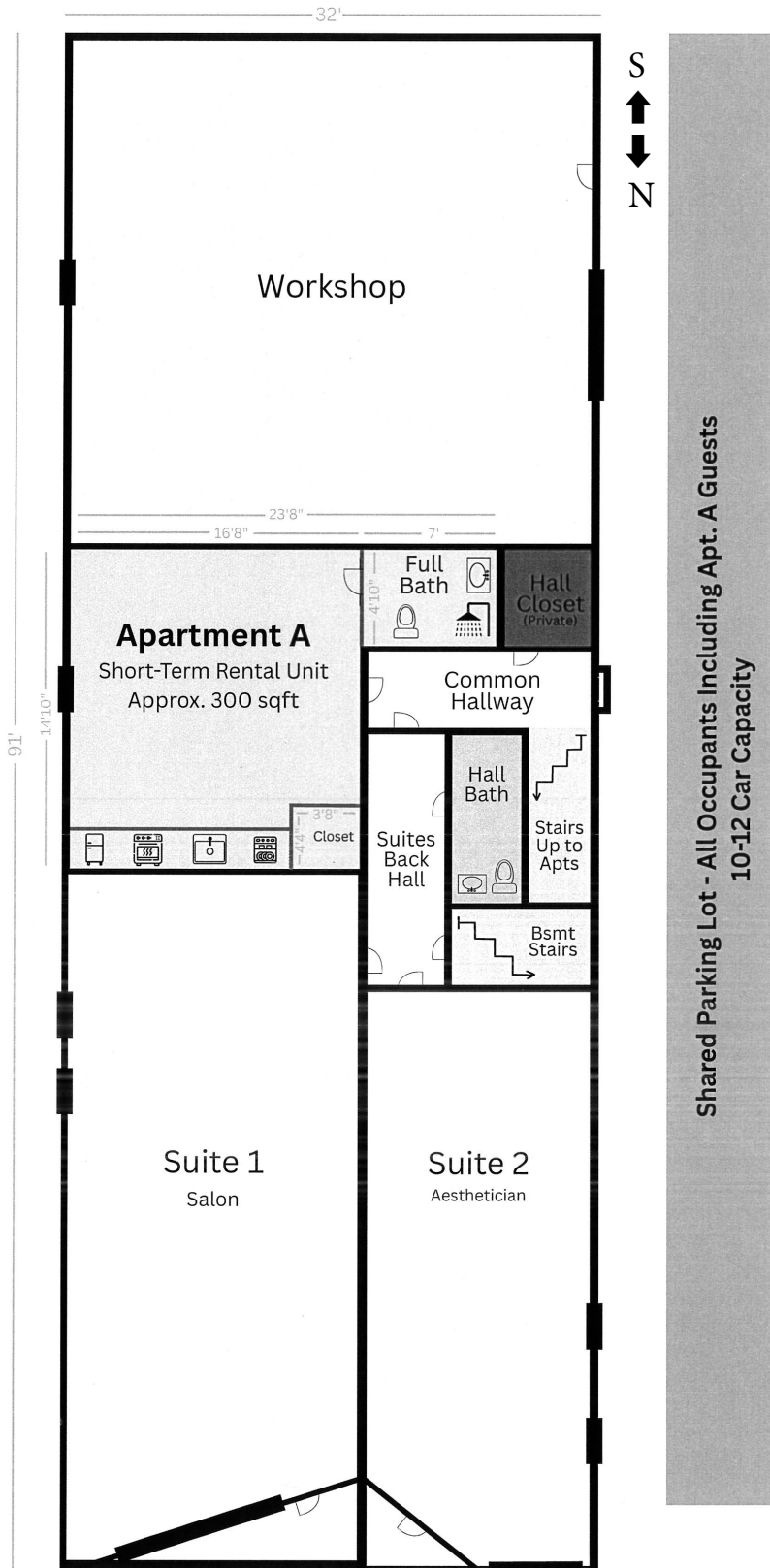
Short-Term Rental Permit Submission

Owner: Andrew & Debra Helgeson

Unit: Apartment A - Main Floor

Approx. 300 sq.ft.

Page 1 of 14



Legend

- Apartment A
Short-term rental unit
- Suites 1 & 2
Commercial tenant space
- Hall Bath
Common bathroom
- Workshop
Commercial/industrial
- Common Hallway / Stairs
Shared building access
- Exterior Door
Building entry points

Notes

Entrance

Apartment A is accessed via a side door on the west side of the building, just off the parking lot. The side door has a customizable lock for secure guest access. The door to Apartment A also has a customizable lock for guest safety and security.

Parking

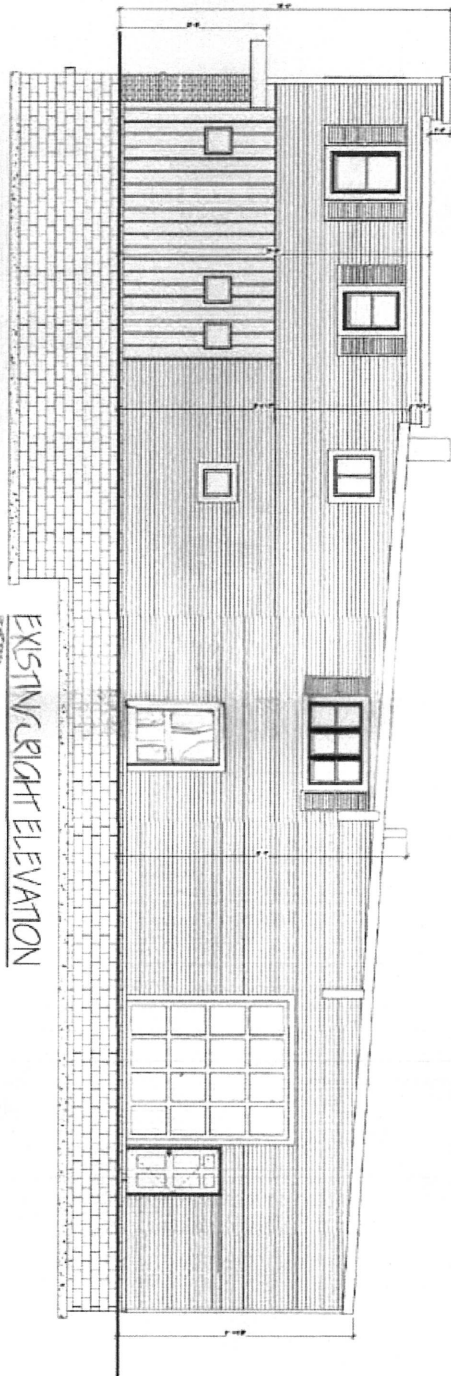
Shared gravel lot runs the full length of the building on the west side, accommodating approximately 10-12 vehicles. Street parking is also available for overflow.

Walls

Apartment A interior walls are drywall and beadboard. No bearing or structural walls modified.

Existing

Radiators and wall A/C units remain as-is.



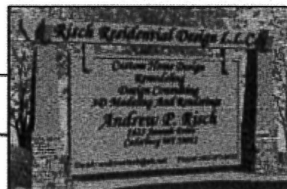
PLANS NOT FOR CONSTRUCTION

SHEET
1 OF 8

EXISTING
REAR AND
RIGHT
ELEVATIONS

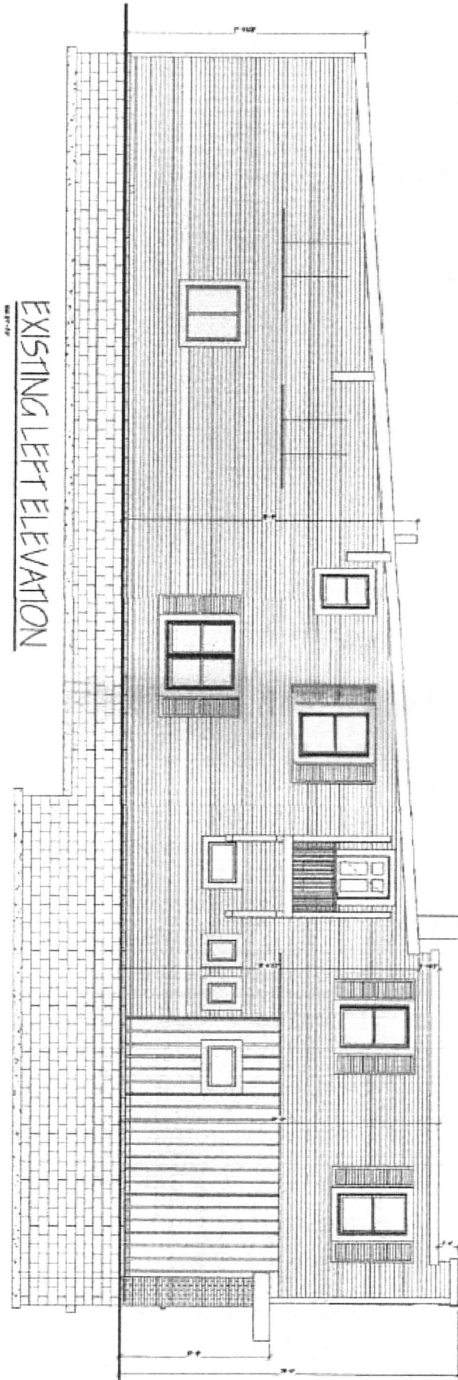
REMODEL FOR:
ANDREW AND DEBRA HELGESON
N56W6393 CENTER STREET CEDARBURG

REMODEL:
ADDITION AND REMODEL

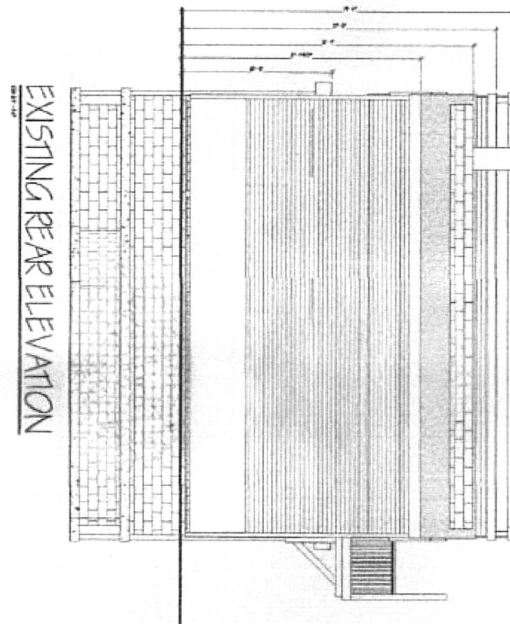


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EXISTING LEFT ELEVATION



EXISTING REAR ELEVATION

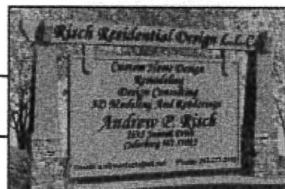
PLANS NOT FOR CONSTRUCTION

SHEET
2 OF 8

EXISTING
LEFT AND
REAR
ELEVATION

REMODEL FOR:
ANDREW AND DEBRA HELGESON
N58W6393 CENTER STREET CEDARBURG

REMODEL:
ADDITION AND REMODEL



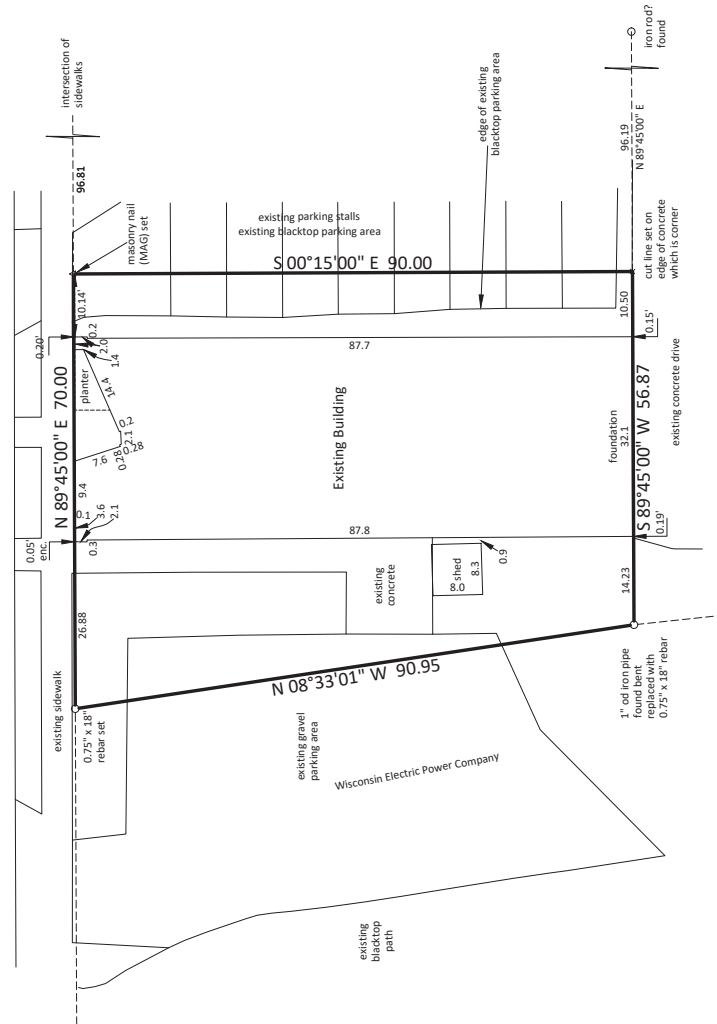
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PLAN COMMISSION REVIEW ONLY 02/29

Plat of Survey for Andrew and Debra Helgenson

That part of Lot 2, Boerners Subdivision, in the SE 1/4 of Section 27-10-21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of Lot 2 aforesaid, thence N. 89° 45' E. along the north line of said lot, 70 feet to a point, thence S. 0° 15' E. on a line at right angles to the north line of said lot, 90 feet to a point in the south line of said lot, thence S. 89° 45' W. along the south line of said lot, 56.87 feet to the southwest corner of said lot, thence N. 8° 33' W. along the west line of said lot, 90.96 feet to the place of beginning.

Center Street



Bearings are referenced to the monuments found marking the south line of subject lot which has a recorded chord bearing of S 89°45' W.



State of Wisconsin)
Ozaukee County)s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this 28th day of July, 2025.

David J. Leininger
David J. Leininger, S-2285



224448

~~224449~~

LEASE

THIS AGREEMENT, made this 20th day of November, 2008, by and between **Wisconsin Electric Power Company**, a Wisconsin corporation, doing business as **We Energies**, with its principal offices located at 231 West Michigan Street in the City of Milwaukee, Milwaukee County, Wisconsin, hereinafter "Landlord", and **Andrew J. Helgeson**, located at 4940 Timbercrest Drive in the City of Cedarburg, Ozaukee County, Wisconsin, hereinafter "Tenant",

WITNESSETH:

That the Landlord does hereby lease, demise and let unto the Tenant, for parking and driveway purposes only, that part of its fee-owned right-of-way lands, being a part of the Southeast ¼ of Section 27, Township 10 North, Range 21 East, City of Cedarburg, Ozaukee County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A", and made a part hereof, being hereinafter referred to as "Premises".

1. TERM The initial term of this Lease shall be 3 years, commencing May 1, 2006 ("Commencement Date") through and including April 30, 2009 ("End Date") being the "Initial Term", and shall thereafter continue on a year to year basis unless terminated as hereinafter provided.

2. RENT During the Initial Term Tenant shall pay to Landlord an annual Base Rent of \$325.00, which rate shall remain in effect for no less than three years, payable in full for three year period beginning May 1, 2006 through April 30, 2009 at the time of execution and delivery hereof. Each year's Base Rent and any other sums due hereunder, shall be paid on or before the first day of May each and every year during the term hereof, in advance, by mailing or personal delivery to Landlord at Cashier A139, Wisconsin Electric Power Company, 231 W. Michigan Street, Milwaukee, Wisconsin 53201-2046 or to such other place as Landlord may designate. The Tenant does covenant and agree to pay the Base Rent, Additional Rent and any other sums due hereunder at the time, at the place and in the manner aforesaid promptly, without delay and without right of offset without the prior written approval of Landlord.

In the event this Lease is still in force and has not been terminated under Section 3 of this Lease hereinafter or otherwise, then effective May 1, 2009 the annual rental shall be adjusted to \$355.00, which shall remain in effect for no less than three years.

3. TERMINATION Landlord or Tenant may terminate this Lease at any time after the expiration of Initial Term upon providing the other party with at least 30 days prior written notice, which termination date shall fall on the last day of a month. Any prepaid unearned rent shall be refunded to Tenant provided there are no other sums due from Tenant or obligations unfulfilled.

4. SUBLETTING / ASSIGNMENT Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord.

5. ACCEPTANCE OF PREMISES Tenant has lease the Premises since 2004. Landlord offers and Tenant agrees to take the Premises in its current "as is" condition and Landlord makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises or anything thereon or therein, unless the same is specifically set forth in this Lease, for the purposes to which Tenant will utilize the Premises. Tenant acknowledges that Landlord has afforded Tenant sufficient opportunity to inspect the Premises and Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition for the hereinafter stated Use.

6. USE OF PREMISES The Premises shall be used for driveway and parking purposes of operable passenger automobiles and trucks only, and no structures or facilities, including signs, signals, and lighting structures shall be erected, constructed or located on the Premises or materials, spoil or

10/28/2008

1 equipment stored (either temporarily or permanently) or trees planted without the prior written approval of
2 Landlord.
3

4 7. PERMITS Tenant shall, at its own cost and expense, promptly obtain any and all licenses, permits
5 and public authority (other than such public authority to be obtained by Landlord) necessary for the use
6 contemplated hereunder and any subsequent permitted use. Tenant shall comply with all governmental
7 laws, ordinances, codes, acts and regulations applicable to its use, maintenance or occupancy of the
8 Premises and shall promptly comply with all governmental orders and directives for the correction,
9 prevention and abatement of any violations or nuisances in or upon, or connected with or resulting from
10 its use, maintenance or occupancy of the Premises, or relating to the reasonable protection of public
11 health, safety or welfare, all at Tenant's sole expense. If, as a result of any change in the governmental
12 laws, ordinances, codes, acts and regulations, the Premises must be altered to lawfully accommodate
13 Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord, which
14 consent shall not be unreasonably withheld, delayed or denied, but the entire cost shall be borne by
15 Tenant; provided that, the necessity of Landlord's consent shall in no way create any liability against
16 Landlord for failure of Tenant to comply with such laws, ordinances, codes, acts and regulations. This
17 Section is not intended to create any liability against or upon Tenant for compliance with any
18 governmental laws, ordinances, codes, acts, regulations or orders which is not due to, caused by or in
19 any manner related to Tenant's use, maintenance or occupancy of the Premises.
20

21 8. MAINTENANCE Tenant, at its sole cost and expense, shall be responsible for maintaining the
22 Premises, its surface, including the repair of surface cracks and replacement of the gravel base and
23 asphalt surface when necessary, its surface driveways, adjoining public sidewalks and approaches,
24 including snow plowing and its removal, and mowing all grassy areas within the Premises at least once
25 each two (2) weeks or more frequently as needed during the growing season, proper trimming of approved
26 trees, shrubbery and replacing dead or dying shrubbery, and all such work shall be performed and
27 completed in a good and workmanlike manner at the sole cost and expense of Tenant and to the
28 satisfaction of Landlord. The use of chemicals for vegetation control must be approved in writing by
29 Landlord. Any work done by Tenant on the Premises shall be performed in such a manner as not to
30 interfere with the use of Landlord's lands for electric lines, gas lines, communication lines and related
31 facilities, both overhead and underground, which presently exist or might be installed at a later date.
32 Tenant further agrees that snow will not be stored under electric lines or against power poles or beneath
33 structures. Furthermore, Tenant, at its sole cost and expense, shall be responsible for maintaining all
34 Tenant improvements.
35

36 9. CONSTRUCTION AND OTHER LIENS Tenant shall have no authority, express or implied, to create
37 or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the
38 interest of Landlord in the Premises or to charge the Rent payable hereunder for any claim in favor of any
39 person dealing with Tenant, including those who may furnish materials or perform labor for any
40 construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally
41 due and payable by it on account of any labor performed, materials, services or supplies furnished in
42 connection with any work performed on the Premises by or at Tenant's direction on which any lien is or
43 can be validly and legally asserted against its Leasehold interest in the Premises or the improvements
44 thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense,
45 including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens
46 against the Leasehold estate or against the right, title and interest of the Landlord in the Premises or
47 under the terms of this Lease. Tenant will not permit any construction lien or any other liens which may
48 be imposed by law affecting Landlord's or its mortgagees' interest in the Premises to be placed upon the
49 Premises arising out of any action or claimed action by Tenant, and in case of the filing of any such lien
50 Tenant will promptly pay same. Tenant shall provide Landlord with Lien Waivers from all contractors and
51 subcontractors for all work performed and material and services supplied by or on its behalf at the
52 Premises. If any such lien shall remain in force and effect for ten (10) days after written notice thereof
53 from Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same
54 or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including
55 expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Landlord and
56 shall be paid to Landlord immediately on presentation of a bill therefor.

1
2 10. DIGGERS HOTLINE Tenant shall contact Diggers Hotline at (800) 242-8511, or such subsequent
3 organization or phone number, to locate any underground facilities at least five (5) days prior to any work,
4 excavation or construction on the Premises in order to determine the location of electric, communication
5 and gas facilities within the Premises and the applicable clearance requirements for work performed in
6 the proximity to such facilities.
7

8 11. HEIGHT RESTRICTION: No machinery, equipment or vehicles shall be operated or parked on the
9 Premises which will exceed a height of 15 feet above the ground, unless approved otherwise in writing by
10 Landlord, or which may in any manner endanger the operation and continued use of the Landlord's
11 present or future facilities.
12

13 12. ELECTRICAL SAFETY CODE During use of and repairs or maintenance to the Premises pursuant to
14 this agreement, while in proximity to electrical conductors or gas facilities presently existing or to be
15 installed at some future date, Tenant hereby agrees to conform to all laws, rules, ordinances, acts and
16 regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work
17 practices and the operation of equipment near electrical lines and equipment and the provisions and
18 requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any
19 amendments thereto. Tenant shall, at all times, comply with the provisions of the Wisconsin State Electric
20 Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all
21 amendments thereto. Any work done by Tenant on the Premises shall be performed in such a manner as
22 not to interfere with the use of Landlord's lands for communication, electric lines and related facilities, both
23 overhead and underground, which presently exist or might be installed at a later date.
24

25 13. DAMAGE TO ELECTRICAL/GAS FACILITIES Tenant hereby agrees to effectively prevent damage to
26 electrical or natural gas facilities or related or unrelated facilities due to or arising out of the use of the
27 Premises by Tenant, its employees, agents, contractors, customers or invitees. In the event the
28 Premises, adjoining lands or existing electrical facilities or related facilities thereon are damaged as a
29 result of activities conducted on or in any way connected with Tenant's construction, installation,
30 operation, maintenance, repairs, removals or use of the Premises by Tenant, its employees, agents,
31 contractors, customers or invitees, repairs shall be completed by or at the direction of Landlord and paid
32 for by Tenant upon presentation of a bill therefor.
33

34 14. PROXIMITY TO GAS LINES During use of the Premises pursuant to this Lease, while in proximity to
35 gas lines and gas facilities presently existing or to be installed at some future date, Tenant hereby agrees
36 to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no
37 action which results in the gas lines or gas facilities being placed in violation of any applicable law or
38 regulation. In the event the Premises, adjoining lands or existing gas facilities or related or unrelated
39 facilities thereon are damaged as a result of activities conducted on or in any way connected with
40 Tenant's construction, installation, operation, maintenance, repairs, removals or use of the Premises by
41 Tenant, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the
42 direction of Landlord and paid for by Tenant upon presentation of a bill therefor.
43

44 15. DRAINAGE Tenant shall provide whatever drainage facilities are required to adequately drain the
45 Premises, adjoining lands of Landlord or the lands of others in the event that such drainage facilities are
46 made necessary by reason of this Lease and use of the Premises by Tenant.
47

48 16. HAZARDOUS MATERIAL Tenant shall not cause or permit any Hazardous Material to be brought
49 upon, kept, or used in or about the Premises or Landlord's adjoining lands by Tenant, its agents,
50 employees, contractors, or invitees. The use and/or storage of Hazardous Material by or for any
51 subtenant or assignee are prohibited. Tenant shall not discharge, leak, or emit, or permit to be
52 discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer
53 system, or any body of water, if such material (as determined by the Landlord or any governmental
54 authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or
55 safety of persons, whether located on the Premises or elsewhere; or (b) the condition, use, or enjoyment
56 of any other real or personal property.

1
2 As used herein, the term "Hazardous Material" means:
3

- 4 a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of
5 1976, as amended from time to time, and regulations promulgated thereunder;
6
7 b. Any "hazardous substance" as defined by the Comprehensive Environmental Response,
8 Compensation and Liability Act of 1980, as amended from time to time, and regulations
9 promulgated thereunder;
10
11 c. Any oil, petroleum products, and their byproducts; and
12
13 d. Any substance which is or becomes regulated by any federal, state, or local
14 governmental authority.
15

16 Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and
17 disposal of Hazardous Material kept on the Premises by the Tenant and the Tenant shall give immediate
18 notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall
19 defend, indemnify, and hold harmless Landlord and its agents from and against any claims, demands,
20 penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation,
21 attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or
22 unknown, contingent or otherwise, arising out of or in any way related to:
23

- 24 aa. The presence, disposal, release, or threatened release of any such Hazardous Material
25 which is on, from, or affects soil, water, vegetation, buildings, personal property, persons,
26 animals, or otherwise;
27
28 bb. Any personal injury (including wrongful death) or property damage (real or personal)
29 arising out of or related to such Hazardous Material;
30
31 cc. Any lawsuit brought or threatened, settlement reached, or government order relating to
32 such Hazardous Material; or
33
34 dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in
35 addition to any other obligations and liabilities Tenant may have to Landlord at law or
36 equity and shall survive the transactions contemplated herein and shall survive the
37 termination of this Lease.
38

39 Provided Tenant is not in violation of any federal, state or local laws, rules, ordinances or orders existing
40 at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of
41 any antifreeze, oil, petroleum products and their byproducts from Tenant's vehicles or those of its
42 employees, contractors, visitors and invitees affecting the Premises and provided any such discharge,
43 release or emission is in the typically small amounts associated with parking lot and driveway usage,
44 Tenant shall not be considered to be in violation of this Section. Any larger discharge, leak, release or
45 emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the
46 products must be quickly and thoroughly cleaned up by Tenant and properly disposed of off Landlord's
47 lands or Tenant will be considered in violation of this Section.
48

49 Tenant shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of
50 its vehicles or the vehicles of its employees, agents, contractors and invitees.
51

52 Nothing contained herein shall be construed to preclude Tenant from using Hazardous Materials in the
53 routine maintenance of the Premises without the prior consent of Landlord so long as such materials are
54 readily available to the general public or are applied by a contractor licensed for such application and are
55 used in compliance with federal, state or local laws and regulations for its intended purpose and is applied

1 in the manner and quantities recommended by the product manufacturer and the Wisconsin Department
2 of Agriculture, Trade and Consumer Protection.

3
4 17. SOLID WASTE Tenant shall not cause or permit any Solid Wastes to accumulate or be stored in or
5 about the Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the
6 Premises in a manner that complies with applicable federal, state and local laws, codes or regulations.
7 Tenant shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the
8 atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons
9 whether located on the Premises or elsewhere.

10
11 As used herein, the term "Solid Waste" means any and all materials which are not Hazardous Waste and
12 are not provided by the Landlord with the Premises.

13
14 18. LANDLORD RIGHT TO ENTER The Landlord reserves unto itself and for its agents and contractors
15 the right, at any time, to enter upon the Premises i) for performing studies, gathering of air, water, soil and
16 other material samples, ii) for access to Landlord's lands, iii) for inspection of the Premises for compliance
17 with the Lease terms, iv) to inspect, construct, install, operate, maintain, replace and repair electric lines
18 and related and unrelated facilities, both overhead and underground, upon, over, across, in and beneath
19 and adjoining the Premises and gas lines and related facilities and communication facilities without liability
20 to Tenant, the same as though this Lease had not been entered into. Landlord may, without liability to
21 Tenant, require Tenant to immediately vacate all or part of the Premises upon notice to do so in the event
22 Landlord deems it necessary to make emergency repairs to its facilities. In the event it becomes
23 necessary for Landlord to install or erect additional electric lines, natural gas lines, communication lines
24 and/or related facilities at some future date, Tenant hereby agrees to vacate as much of the Premises as
25 Landlord deems necessary and for such periods of times as may be necessary to install, modify,
26 reconstruct or erect such facilities upon receipt of notice from Landlord to do so. If such vacation lasts
27 longer than seven days the monthly rent shall be prorated from the eighth day based on the area vacated
28 and duration of the vacation. Landlord shall perform and complete all work under this Section as quickly
29 as is reasonably possible to minimize the inconvenience to Tenant.

30
31 19. GOVERNMENTAL JURISDICTION Tenant shall, in the use and occupancy of the Premises, comply
32 with all laws, ordinances, rules and regulations of the City of Cedarburg and other governmental bodies
33 having jurisdiction, over the operation of Tenant's or Landlord's business or occupation of the Premises.

34
35 20. JOB INSPECTOR Tenant agrees to contact Landlord's Construction Supervisor, presently Mr.
36 Roland Simatic, at 414-944-5955 or such subsequent number prior to commencing any work, excavation,
37 construction, removal or restoration on the Premises in order to obtain Landlord's inspector to monitor the
38 project. If at some future date the above contact and/or phone number should change, and Tenant has
39 not been notified of such change, Tenant is nevertheless not relieved of its obligation to contact Landlord
40 and shall then utilize Landlord's then general number [presently (414)221-2345] to contact a Landlord
41 inspector.

42
43 21. TAXES During the Lease Term, Tenant agrees to reimburse Landlord as Additional Rent within 20
44 days of demand therefor for real estate taxes or other assessments for subsequent years during the term
45 hereof as hereinafter determined, which may result from the use or improvement of the Premises by
46 Tenant under the terms of this Lease. In the event Tenant effectively terminates this Lease within the first
47 six months of any year, Tenant shall reimburse Landlord for one half of that year's net real estate tax bill
48 which amount shall be determined by prorating the amount of net real estate taxes and assessments from
49 the previous calendar year. In the event Tenant effectively terminates this Lease within the last six
50 months of any year, or in the event Landlord terminates this Lease for other than material default by
51 Tenant, Tenant shall reimburse Landlord for its prorata share of the net real estate tax bill as determined
52 by prorating the amount of the net real estate taxes and assessments due the previous calendar year. In
53 the event Landlord terminates this Lease due to material default of Tenant, reimbursement hereunder
54 shall be calculated as though Tenant had given termination notice to Landlord.

1 22. INSURANCE Tenant agrees to indemnify, save harmless and defend Landlord, its affiliated
2 corporations, their successors and assigns and their respective directors, officers, employees and agents
3 from and against any and all claims, liabilities, losses, costs, damages or expenses (including reasonable
4 attorney fees) for injury to or death of any person and any damages, including those caused by electric or
5 magnetic fields by whomsoever sustained and/or for damage to any property by whomsoever owned,
6 caused by, arising out of incidental to or in any manner connected with its occupation, use or possession
7 of the Premises by Tenant, its employees, agents, customers, invitees or any other person, whether
8 authorized to use the same or not. Tenant agrees to deliver to the Landlord a certificate to the effect that
9 it has in full force and effect a comprehensive general liability insurance policy issued by a reputable
10 insurance company naming Landlord as an additional insured party with Bodily Injury Liability coverage in
11 the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability
12 coverage in the amount of \$1,000,000 each accident, and further providing the Landlord will receive at
13 least ten (10) days notice in writing of any cancellation thereof. Tenant agrees to continue such
14 insurance in force during the entire term of this Lease, and shall furnish like certificates for any renewal
15 thereof. Said insurance policy shall have an endorsement providing coverage for contractual liability.
16 Landlord reserves the right to periodically increase the Tenant's required liability coverage to conform to its
17 typical insurance requirements at that time. The certificate of insurance shall reference WE FILE #87-
18 1361.

19
20 23. EQUIPMENT CHANGES It is understood and agreed that in the event it is necessary to reconstruct,
21 protect, modify, adjust, replace or relocate towers, poles, wires, anchors or guy wires, gas equipment, or
22 other facilities of Landlord due to construction following the completion of the parking lot and other Tenant
23 improvements as called for on the approved plans, operation or maintenance of Tenant's improvements to
24 the Premises, said reconstruction, protection, modification, replacement or relocation shall be performed
25 by Landlord at the sole cost and expense of Tenant and Tenant agrees to reimburse Landlord for the
26 costs and expenses incurred by each immediately upon presentation of a bill therefor. However,
27 Landlord, prior to the commencement of any such work shall advise Tenant of the nature of such work so
28 as to provide Tenant reasonable opportunity and time to minimize Tenant's financial responsibility.

29
30 24. TENANT'S DEFAULT Upon the occurrence of any of the below enumerated "Events of Default" by
31 Tenant, Landlord shall have all rights and remedies available hereunder or at law or in equity, all of which
32 rights and remedies shall be cumulative, including the right to terminate this Lease by written notice to
33 Tenant. Upon such termination, Tenant shall be obliged to forthwith return the possession of the Premises
34 to Landlord, and notwithstanding the termination of this Lease, shall also be liable to Landlord for all unpaid
35 rents prior to the Expiration Date, and other payments hereunder to the end of the Term, and for all
36 reasonable costs, expenses and attorneys' fees that shall be incurred by Landlord in enforcing the
37 covenants and agreements of this Lease. Upon the failure of Tenant upon such termination to return the
38 possession of the Premises to Landlord, Landlord shall have the right to enter upon the Premises without
39 judicial process and repossess the same without liability therefor, and without prejudice to any other rights
40 and remedies herein stated. No such repossession of the Premises by Landlord or reletting thereof shall
41 constitute a termination of Tenant's obligations under this Lease. The following shall constitute Events of
42 Default by Tenant:

- 43
44 a. the failure by Tenant to pay any installment of Base Rent, Additional Rent or any other
45 payment required hereunder within twenty (20) days of receipt of written notice from
46 Landlord;
47
48 b. any breach or failure of Tenant to observe or perform any of its other obligations under the
49 Lease and the failure of Tenant to cure such breach or failure within thirty (30) days after
50 notice in writing to Tenant thereof unless the default cannot reasonably be cured within
51 thirty (30) days and Tenant has commenced and diligently pursued to correct such default,
52 breach or failure then Tenant shall have such additional period of time as may reasonably
53 be required to cure such default but not exceeding ninety (90) days after the first notice
54 thereof from Landlord;
55

- c. the subjection of the Premises to any lien, levy or attachment caused by acts or omissions of the Tenant and the failure to obtain the release thereof within ten (10) days of Landlord's written demand therefor;
- d. any admission by Tenant in writing of its inability to pay its debts as they become due;
- e. the filing by or against Tenant of a petition in bankruptcy or any other insolvency proceeding, which is not terminated within sixty (60) days of such filing; and
- f. any action by Tenant in furtherance of any of the foregoing events.

In addition to any other right or remedy which it may have hereunder or at law or in equity, Landlord shall have the right to charge interest at the rate of 15 percent per annum upon any installment of rent or any other payment required hereunder not paid within twenty (20) days after the date on which the same shall have become due. Such interest shall be charged from the due date to the date of payment, and shall be payable by Tenant upon demand by Landlord. Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorney's fees, incurred in enforcing the provisions of this Lease.

If Tenant defaults in performing any of its obligations hereunder, Landlord may, but shall not be obligated to, perform any obligation on behalf of Tenant, and any expense incurred by Landlord in so doing, together with interest at the rate of 15 percent per annum from the date such expense is incurred by Landlord, shall be Additional Rent hereunder due upon demand by Landlord.

25. REMOVAL OF TENANT IMPROVEMENTS Upon the expiration or earlier termination of this Lease, the Tenant shall remove its personal property and, at the option of Landlord by written direction to Tenant prior to expiration or earlier termination of this Lease or up to 15 days thereafter, either to abandon in place such improvements as Tenant may have installed or caused to be installed on the Premises or remove the improvements and restore the Premises to as good a condition as prevailed prior to its use by Tenant, all at Tenant's sole cost and expense. The removal of improvements and the restoration of Landlord's property shall be accomplished by Tenant within 90 days of the expiration or earlier termination of this Lease. In the event that Tenant fails to remove said improvements and/or restore the Premises to the satisfaction of the Landlord within such 90 days, Landlord shall have the right to remove said improvements and restore its Premises to its satisfaction, and Tenant agrees to pay all costs incurred in performing such work upon presentation of a bill therefor. Additional time for removal may be granted due to extreme or prohibitive weather conditions.

26. SURRENDER Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably and quietly surrender the Premises to the Landlord. If the Premises are not so surrendered and restored as set forth by Landlord, Tenant shall indemnify Landlord against all loss or liability resulting therefrom.

27. NOTICES TO LANDLORD All notices to the Landlord shall be sent by a nationally recognized overnight delivery service, registered or certified mail addressed to the place of business of Landlord at 231 West Michigan Street, Milwaukee, Wisconsin 53201-2046, Attention: Property Management, or such other address as the Landlord may designate in writing. Personal delivery with a signature acknowledgment of receipt by Landlord is always an acceptable means of delivery.

28. NOTICES TO TENANT All notices to the Tenant shall be sent by a nationally recognized overnight delivery service, registered or certified mail addressed to the place of business of Tenant at 4940 Timbercrest Drive, Cedarburg, WI 53012 or such other address or person as the Tenant may designate in writing. Personal delivery with a signature acknowledgment of receipt by Tenant is always an acceptable means of delivery.

29. OBLIGATIONS SURVIVE All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof,

1 Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore
2 the Premises as provided herein; and (ii) to discharge Tenant's obligations for unpaid taxes or other
3 amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such
4 obligations of Tenant, with Tenant being liable for any additional costs upon demand of Landlord, or with
5 any excess to be returned to Tenant after all such obligations have been determined and satisfied.
6

7 30. WAIVER OF TERMS AND CONDITIONS The failure by Landlord to enforce or insist upon the strict
8 performance of Tenant's obligations hereunder or any other term or provision hereof shall not constitute a
9 waiver thereof or relinquishment of any such terms or conditions, but the same shall continue in full force
10 and effect. Any waiver, to be effective, must be in writing and specifically refer to the right being waived,
11 and shall not apply to any other right.
12

13 31. COSTS AND ATTORNEY FEES Tenant shall pay and discharge all reasonable costs, expenses and
14 attorney fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this
15 Lease where litigation is not commenced. In the event litigation is commenced by Landlord or Tenant to
16 enforce any provision of this Lease, the prevailing party (as determined by a judgment in favor of one party
17 or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and
18 costs incurred in connection with such action.
19

20 32. NO JOINT VENTURE The agreements contained herein are not intended, nor shall the same be
21 deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers,
22 nor to make Landlord in any way responsible for the debts or losses of Tenant.
23

24 33. INTEREST AND LEGAL CURRENCY All amounts (unless otherwise provided herein, and other than
25 the Base Rent and Additional Rent, which shall be due and payable as hereinbefore provided) owed by
26 Tenant to Landlord hereunder shall be paid with thirty (30) days from the date Landlord renders
27 statements of account therefor. All such amounts (including Base and Additional Rent) shall bear interest
28 from the date due until the date paid at the annual rate of fifteen (15%) percent. All amounts due or paid
29 by either party hereunder shall be paid in legal currency of the United States.
30

31 34. CAPTIONS The captions in this Lease are inserted only as matters of convenience and for reference,
32 and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this
33 Lease nor in any way affect this Lease.
34

35 35. SEVERABILITY OF PROVISIONS If any term, covenant or condition of this Lease or the application
36 thereof to any person or party or circumstance shall, to any extent, be invalid or unenforceable at any
37 time, the remainder of this Lease, or the application of such term, covenant or condition to persons,
38 parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be
39 affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the
40 fullest extent permitted by law.
41

42 36. INTERPRETATION The laws of the State of Wisconsin shall govern the validity, performance and
43 enforcement of this Lease. Whenever the singular number is used, the same shall include the plural, and
44 the masculine gender shall include the feminine and neuter genders
45

46 37. ENTIRE AGREEMENT This Lease contains the whole agreement between Landlord and Tenant.
47 There are no promises, terms, conditions, or obligations other than those contained herein other than
48 described in this Section. This Lease shall supersede all previous communications, representations, leases
49 or agreements, either verbal or written, between the parties pertaining to the Premises and Landlord's
50 adjoining lands.
51

52 38. AUTHORITY Landlord hereby warrants and represents it has full power and authority to execute this
53 Lease without the further consent or agreement of any other person or entity. Tenant warrants and
54 represents that it is a corporation duly organized, validly existing and in good standing under the laws of
55 the State of Wisconsin, is qualified to transact business in the State of Wisconsin and has the power and
56 authority to consummate the transactions contemplated by this Lease; that all proceedings of Tenant

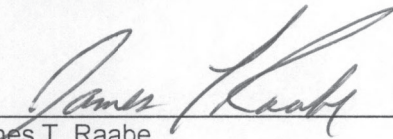
1 necessary to consummate the transactions contemplated by this Lease have been duly taken in
2 accordance with law; and that the persons executing this Lease on behalf of the Tenant have been duly
3 authorized to execute this Lease.

4
5 39. ACCEPTANCE Tenant hereby agrees to accept this Lease upon the terms, conditions, and
6 restrictions hereinbefore set forth, and does covenant to keep and perform each and every one of said
7 terms, conditions and restrictions. The Tenant further covenants and agrees to pay and discharge all
8 reasonable costs, attorney's fees and expenses made and incurred by the Landlord in enforcing the terms
9 and conditions of this Lease.

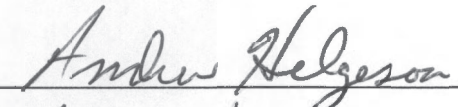
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11 The covenants herein contained shall bind the parties mutually and their respective successors and
12 assigns.

13
14
15 IN WITNESS WHEREOF the parties hereto have caused this Lease agreement to be executed on the
16 date and year first above written.

17
18
19 **WISCONSIN ELECTRIC POWER COMPANY**
20 (Landlord)

21
22
23 By: 
24 James T. Raabe,
25 Manager of Property Management
26
27

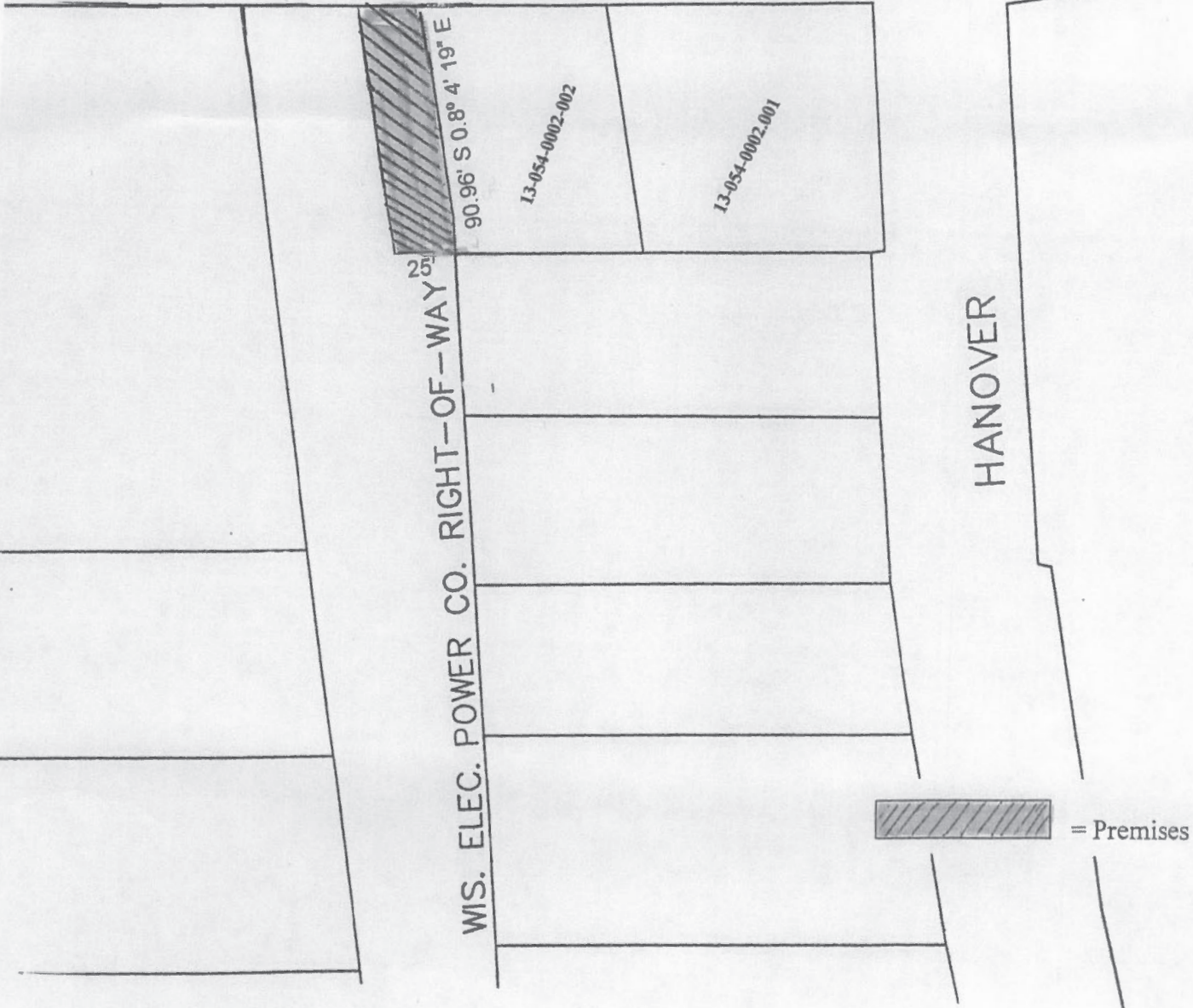
28 **Andrew J. Helgeson**
29 (Tenant)

30
31 By: 
32 Andrew HELGESON
33 (Print Name)
34 PRESIDENT
35 (Title)
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EXHIBIT A

CENTER ST.



SE 1/4 Sec. 27 T10N, R21E

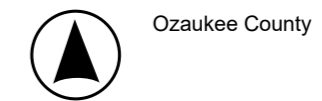
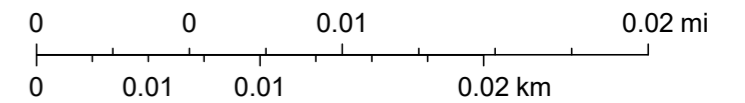
Helgeson Site GIS Aerial Map View



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- | | | | |
|-------------------|------------------|-------------------------|-----------------------|
| Parcels | Gap | Local Roads | PLSS Townships |
| Road Reservation | Overlap | Local | PLSS Sections |
| Road Right-of-Way | Tax Parcel | Historical Parcel Lines | PLSS Quarter Sections |
| Condominium | Asset Tax Parcel | Control Survey Diagram | |





**City of Cedarburg
Application for Hotel/Motel Room Tax Permit
City Ordinance #94-39**

Name of Establishment: _____
 Address of Establishment: _____
 Telephone Number: _____
 Fax Number: _____
 Mailing Address: _____
 E-mail Address: _____

Legal Organization: Sole Proprietorship _____ Wisconsin Seller's Permit Number: _____
 Partnership _____ Federal Identification Number: _____
 Corporation _____ Date of Opening: _____

Local Manager/Agent Name: _____
 Mailing Address: _____
 Telephone Number: _____

Number of Rooms in each category		Average Room Rates	
1. One Single Bed:		\$	single occupancy
2. Two Single Beds:		\$	double occupancy
3. One Double, Queen or King Bed:		\$	double occupancy
4. Two Double, Queen or King Beds:		\$	double occupancy

I certify that the information included above is true and correct to the best of my knowledge and belief and that the above-described business is subject to the City of Cedarburg Hotel/Motel Room Tax per City of Cedarburg Ordinance #94-39 Room Tax.

 Print or Type Name of Authorized Agent

 Title of Authorized Agent

 Signature of Authorized Agent

 Date Completed

Mail to: City Treasurer's Office
 PO Box 49
 Cedarburg, WI 53012-0049



HOTEL/MOTEL/BED & BREAKFAST ROOM TAX ORDINANCE REPORTING FORM

YEAR: _____ QUARTER (Circle one): 1st 2nd 3rd 4th

FIRM: _____

ADDRESS: _____

MAILING ADDRESS: (If different from above) _____

CONTACT PERSON: _____ PHONE: _____

SIGNED: _____ DATE: _____

DUE LAST DAY OF MONTH FOLLOWING QUARTER BEING REPORTED. UNPAID TAXES BEAR INTEREST AT 12% per annum from due date until 1st day of month following month of payment.

COMPLETE ALL SECTIONS:

- 1. Gross Room Receipts _____ Airbnb/VRBO
- 2. Deduct non-transient room receipts _____
- 3. Deduct tax exempt _____
- 4. Taxable Room Receipts _____
- 5. Gross Tax: 5% of Line 4 _____
- 6. Less Amount Retained by Owner
for administration (2% of Line 5) _____
- 7. Net Room Tax to be paid _____
- 8. Delinquent Filing Fee \$10 _____
- 9. Interest at 1% per month of Line 7 _____

- Total Tax Due (Line 7 plus Lines 8 & 9) _____

CHECKS SHOULD BE MADE PAYABLE TO THE CITY TREASURER AT THE ADDRESS BELOW. COPY OF YOUR STATE SALES TAX REPORT SHOULD ACCOMPANY REPORTING FORM.

QUESTIONS CONCERNING REPORT SHOULD BE DIRECTED TO THE CITY TREASURER'S OFFICE AT 375-7607.

CITY OF CEDARBURG

MEETING DATE: June 1, 2026

ITEM NO: A.

TITLE:

Discussion and possible action on annual certification of the Ethics Code.

ISSUE SUMMARY:

Members of boards, committees, and commissions shall certify to the City Clerk annually that they have reviewed the Ethics Code.

STAFF RECOMMENDATION:

Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

1. CHAPTER 5 ETHICS CODE

INITIATED/REQUESTED BY:

Jessica Campolo

FOR MORE INFORMATION CONTACT:

Jessica Campolo, Clerk

CHAPTER 5 ETHICS CODE

Sec. 2-5-1 Declaration of policy.

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office is not to be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is established in this chapter a code of ethics for all City of Cedarburg officials and employees whether elected or appointed, paid or unpaid, including members of council as well as boards, committees and commissions of the city (city agencies). The purpose of this ethics code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the City of Cedarburg and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the city.

(Ord. No. 2004-08)

Sec. 2-5-2 Responsibility of public office.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and carry out impartially the laws of the nation, state and municipality, to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their prime concern.

(Ord. No. 2004-08)

Sec. 2-5-3 Dedicated service.

- (a) Officials and employees should adhere to the rules of work, professionalism and performance established as the standard for their positions by the appropriate authority.
- (b) Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

(Ord. No. 2004-08)

Sec. 2-5-4 Fair and equal treatment.

- (a) *Use of public property.* No official or employee shall request or permit the unauthorized use of city-owned vehicles, equipment, materials or property for personal convenience or profit.
- (b) *Fundraising.* With the exception of fundraising for purposes of raising money for city departmental programming, equipment, or capital projects, which may occur subject to council approval and all provisions of this Code and the State Statutes, the following shall be prohibited:

-
- (1) No official or employee shall request or permit the use of city resources, city time or city equipment for the purpose of fundraising.
 - (2) No official or employee shall use his or her position, authority or influence, whether possessed or anticipated, to represent themselves as a city official or employee for private or public fundraising.
- (b) *Obligations to citizens.* No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

(Ord. No. 2004-08; Ord. No. 2015-13)

Sec. 2-5-5 Conflict of interest.

- (a) *Financial and personal interest prohibited.* No official or employee, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest contrary to the provisions of this chapter or which would tend to impair independence of or action in the performance of official duties.
- (b) *Definitions.*
- (1) *Financial interest.* Any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.
 - (2) *Personal interest.* Any interest arising from blood or marriage relationships or from close business or political associations, whether or not any financial interest is involved.
 - (3) *Person.* Any individual or legal entity.
- (c) *Specific conflicts enumerated.*
- (1) *Incompatible employment.* No official or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties, unless otherwise permitted by law.
 - (2) *Disclosure of confidential information.* No official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall such information be used to advance the financial or other private interests of the official or employee or others.
 - (3) *Gifts and favors.*
 - a. No public official or employee may use his or her public office to "obtain financial gain" or "anything of value" for the private benefit of himself or herself, for his or her immediate family, or for an organization with which he or she is associated.
 - b. No person may directly or indirectly offer or give "anything of value" to a local public official or employee if it could reasonably be expected to affect that official's vote, official action or judgment, or if it could be construed as a reward for any official action or inaction on the part of the local public official or employee. No local public official or employee may accept "anything of value" tendered under such circumstances. "Anything of value" is defined as "money or property, favor, service, payment, advance, forbearance, loan or promise of future employment". Legal campaign contributions are exempt from the definitions. An official or employee is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or

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a member of the guest's immediate family, was a City official or employee. This includes any discount on the price of admission, parking, or use of a box at a stadium that is tax exempt from general property taxes. Participation in celebrations, grand openings, open houses, informational meetings and similar events are excluded from this prohibition. This paragraph further shall not be construed to prevent candidates for elective office from accepting hospitality from citizens for the purpose of supporting the candidate's campaign.

- c. No local public official or employee may take any official action that affects a matter in which the public official or employee, a member of his or her immediate family, or an organization with which the official or employee is associated has a substantial financial interest.
 - d. No local public official or employee may use his or her office or position in any way that produces or assists in producing a substantial benefit, either directly or indirectly, for the official or employee, any members of his or her immediate family, or an organization with which the official or employee is associated.
- (4) *Representing private interests before city agencies or courts.* No officer or employee shall appear on behalf of any private person (other than him or herself, his or her spouse or minor children) before any city agency. However, members of the common council may appear before city agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations.
- (d) *Contracts with the city.* No city officer or employee who, in his capacity as such officer or employee, participates in the making of a contract in which he has a private pecuniary interest, direct or indirect, or performs in regard to that contract with some function requiring the exercise of discretion on his part shall enter into any contract with the city unless it is within the confines of section 946.13.
- (e) *Disclosure of interest in legislation.*
- (1) Any member of the common council who has a financial interest or personal interest in any proposed legislation before the common council shall disclose on the records of the common council or the ethics board created by this chapter the nature and extent of such interest.
 - (2) Any other official or employee who has a financial interest or personal interest in any proposed legislative action of the common council or who serves on a board or committee, shall disclose the nature and extent of such interest.
 - (3) If there is a conflict of interest for any official or employee, he or she must refrain from participating in any way including discussion, deliberations or action on the item.

(Ord. No. 2004-08)

Sec. 2-5-6 Advisory opinion.

Any questions as to the interpretation of any provisions of this code of ethics chapter shall be referred to the personnel committee serving as the ethics board or the city attorney. The fact that a person seeks an advisory opinion and abides by the material facts as stated, is evidence of intent to comply with the ethics code.

(Ord. No. 2004-08)

Sec. 2-5-7 Jurisdiction and application.

- (a) The personnel committee shall have administrative jurisdiction over this code of ethics chapter and shall be deemed the ethics board pursuant to Wis. Stats. § 19.59(3)(d) for that purpose. An individual may request an

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advisory opinion on the propriety of any matter to which he or she is or may become a party. However, the personnel committee has complete discretion as to whether to issue such an opinion. All requests and advisory opinions to the ethics board must be in writing.

- (b) The personnel committee may make recommendations with respect to amendments to this code of ethics chapter.
- (c) Upon the sworn complaint of any person alleging facts which, if true, would constitute improper conduct under the provisions of this chapter, the personnel committee shall conduct an investigation of the facts of the complaint; if the investigation indicates there may be a reasonable basis for the complaint justifying further investigation, the committee shall conduct a public hearing in accordance with the common law requirements of due process, including notice, an opportunity to be heard, an opportunity to cross-examine witnesses and to present testimony and other evidence in support of the accused's position and an opportunity to be represented by counsel or other representatives at the expense of the accused. The committee shall make written findings of fact and issue a written decision concerning the propriety of the conduct of the subject official or employee and shall refer the matter to the common council for final disposition.
- (d) In the event a member of the personnel committee is allegedly involved in an ethics code violation, the mayor, subject to the confirmation of the common council, shall appoint another council member to temporarily replace the member of the committee who is under investigation.

(Ord. No. 2004-08)

Sec. 2-5-8 Sanctions.

A determination that an official's or employee's actions constitute improper conduct under the provisions of this chapter may constitute a cause of suspension, removal from office or employment or other action permitted by law.

(Ord. No. 2004-08)

Sec. 2-5-9 Distribution of ethics code.

- (a) The city clerk shall cause a copy of this code of ethics to be distributed to every public official and employee of the City of Cedarburg within 30 days after enactment of this chapter. Each public official and employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon his duties.
- (b) Each public official, the mayor, the chairman of each board, commission or committee and, through the city administrator, the head of each department shall, between May 1 and May 31 each year, review the provisions of this Code with his fellow council, board, commission, committee members or subordinates as the case may be and certify to the city clerk by June 15 that such annual review had been undertaken. A copy of this ethics code chapter shall be continuously posted on each department bulletin board wherever situated.

(Ord. No. 2004-08)