

**CITY OF CEDARBURG
PLAN COMMISSION
August 5, 2024**

A regular meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held at 7:00 p.m. on Monday, August 5, 2024. Attendees have the option of joining the meeting in person at City Hall, W63N645 Washington Avenue, upper level, Council Chambers, or online via the following Zoom link: <https://us02web.zoom.us/j/89670566865>

AGENDA

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

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

3. STATEMENT OF PUBLIC NOTICE
4. APPROVAL OF MINUTES – July 1, 2024
5. COMMENTS AND SUGGESTIONS FROM CITIZENS
6. REGULAR BUSINESS; AND ACTION THEREON

- * A. Property owners Eric and Jackie Fix (Fix Investments LLC), in c/o Architect Adam Voltz request review and approval by Certificate of Appropriateness, for the site survey, floor plans, exterior elevations, and material samples for their property/rehabilitation project located at W62 N596 Washington Ave.

Tax Parcel No. 13-107-03-12-000.
Ward/Ald District 6.

- B. Review and discussion on matters related to the Comprehensive Plan Update including:

- Outline and Tentative Schedule
- Chapter 2 – The Housing Element
 - o Housing Report Proposal
- Chapter 8 – The Land Use Element
 - o Traffic Planning and Access Study Proposal

- C. Review, discussion and consultative feedback to Staff regarding use of steel shipping containers as permanent principal or accessory structures on properties in the City.

7. COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

- **8.** MAYOR’S ANNOUNCEMENTS

- A. Setting of the September, 2024 Plan Commission meeting date as the regular meeting date falls on Labor Day.

9. ADJOURNMENT

- * *Information attached for Commission Members; available through City Clerk's office.*
- ** *This topic is to be limited to such items as establishing the next meeting date, items for the next agenda, reminders of scheduled community events, etc.*

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity, and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office at (262) 375-7606 or email: cityhall@ci.cedarburg.wi.us.

MEMBERS – PLEASE NOTIFY CITY CLERK'S
OFFICE IF UNABLE TO ATTEND MEETING

It is possible that a quorum of members of the Common Council may attend Plan Commission meetings held the first Monday of each month at 7:00 p.m. No business will be conducted by the Common Council and no action will be taken. Attendance is for the purpose of information gathering and exchange.

7/31/2024

July 1, 2024

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, July 1, 2024, at Cedarburg City Hall, W63N645 Washington Avenue, upper level, Council Chambers and online via the Zoom app. The meeting was called to order at 7:00 p.m. by Mayor Patricia Thome.

Roll Call Present - Mayor Patricia Thome, Council Member Jim Fitzpatrick, Adam Voltz, Sig Strautmanis, Jack Arnett, Sherry Bublitz, Jon Scholz arrival at 7:12 PM

Also Present - City Planner Mary Censky, City Administrator Mikko Hilvo, Administrative Secretary Theresa Hanaman, Applicants, Residents

STATEMENT OF PUBLIC NOTICE

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

APPROVAL OF MINUTES

Commissioner Strautmanis made a motion, seconded by Council member Fitzpatrick, to approve the Plan Commission minutes from the June 3, 2024 meeting. Commissioner Strautmanis requested to change the sentence on page 7, “A motion made by Commissioner Strautmanis for Plan Commission that this concept has reviewed,” to say, “has been reviewed”. Commissioner Strautmanis would also like to strike out the following sentence “and recommends the Common Council look at the plan to shore up this initial concept so the applicant can start to invest further in developing more detailed plans and replace with “The Plan Commission found it consistent with the smart growth plan and would suggest the Common Council provide input.” Motion carried without a negative vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS

Terrance King – W63 N762 Sheboygan Road
Requests Commission to speak into microphones

PUBLIC HEARING - none

REGULAR BUSINESS

WEAS DEVELOPMENT LLC W/ CONSENT OF CURRENT PROPERTY OWNER BMO BANK N.A. IS REQUESTING ACTION ON BUILDING SITE AND OPERATING PLAN APPROVAL

The Planning Commission reviewed and considered this request at the June 3, 2024, meeting. The use, building and site plans were generally well received with limited few exceptions such as the

architectural blending of the addition with the existing building, screening of the rooftop HVAC equipment and ingress/egress at the northmost point along Highland Drive. Action on the plan was deferred pending further work on the architecture and screening, and information being collected about the ingress/egress.

Planner Censky reached out to the Police Chief shortly after last month's meeting. It was explained that the Commission was considering whether the full contingent of turning moves should be retained at the northmost entry/exit point along Highland Drive. The Chief acknowledged that there may be times when there is a queue of vehicles at the intersection which may make certain entry/exit moves at this point feel tricky, but he stated that they have no record of an inordinately high call volume at this site or intersection. He stated that he would not be opposed to leaving the movements 'as is.'

Architecturally, there have been multiple discussions, email exchanges, and plan iterations exchanged between the Planner, architectural representatives on the Plan Commission, and the applicant over the past 4 weeks. The Plan Commissioners with architectural expertise were able to review and offer comments/ideas which the applicant considered and worked in to the design, ultimately leading up to this most recent version. This architectural edition appears to substantially improve the pairing of the proposed addition and HVAC screening with the existing building.

The applicant confirms that this medical clinic's use is not proposed to include inpatient care, urgent/quick care, or emergency health care services. They also confirmed that typical days/hours of use for this clinic will be approximately 7 a.m. through 8 p.m., Monday – Friday.

Planner Censky recommends the following conditions be considered for attachment to any Building, Site and Operating Plan approval the Planning Commission may be inclined to grant in this matter:

- 1) Applicant to secure the necessary building, electrical, plumbing, razing, and any/all other permits as may be required by Code, prior to the start of construction on this project.
- 2) The colors for the rooftop HVAC screening surround shall be color matched to the existing building siding and trim elements.
- 3) To whatever extent the back of wall for the elevated corner feature of the addition are visible to the surrounding view, they shall be finished using the same materials as front side. If a membrane or other material is to backdrop those elevated areas, it shall color match the front side material.
- 4) Applicant to raze and remove the existing drive-thru banking accessory structure on this site prior to the start of occupancy for the medical clinic use.

Commissioner Voltz commented that the original plan proposal had a uniform look with one gesture. The architectural team with WEAS Development revised the window style and the mechanical screen for the HVAC. Commissioner Voltz sees an all-stone addition and the corner is differentiated from the rest of the mass with a stone awning element added and carried throughout.

Commissioner Strautmanis mentioned that the mechanical screen picks up on the eave line of the existing building and gives it architectural characteristics as opposed to the gabled version.

Council Member Fitzpatrick commented that the first iteration looked fine, but this revision looks quite a bit better and thanked Commission members who helped with the revised plans.

Commissioner Arnett confirmed the Fire Department was happy with the ingress/egress and agreed with the updated plans.

A motion was made by Commissioner Strautmanis to approve the modifications as resubmitted with the conditions presented by the City Planner and the recommendations of both reports from June 03, 2024 and July 1, 2024 meetings, seconded by Commissioner Voltz. Motion carried without a negative vote.

APPROVAL OF WAIVER TO CONSTRUCT A 912 SQ. FT. DETACHED GARAGE WHERE CODE PROVIDES FOR UP TO 720 SQ. FT.

Planner Censky explained this site presently has no garage. The permitted use is duplex residential. Mr. Samson proposes to construct a 38'wide x 24' deep, 912 sq. ft. detached, 4-car garage to support this duplex residential use.

City Code Section 13-1-10 (g) of the City Code Provides that:

- Accessory uses and detached accessory structures are permitted in the rear yard only;
- They shall not be closer than ten feet to the principal structure;
- Shall not exceed 20 feet in height;
- Shall not be closer than three feet to any lot line nor five feet to an alley line;
- All accessory structures combined, in a single-family and two-family residential district, shall not exceed 720 square feet in area;
- A maximum of two detached accessory structures are allowed on a residential lot;
- Appeals for a waiver to the restriction on the size of accessory structures shall be made to the Cedarburg Plan Commission”.

Mr. Samson’s lot is approximately 60 feet wide at the rear, leaving more than enough space for him to meet the required 3-foot offsets to the side and rear lot lines. There is also plenty of room to maintain the required 10-foot separation between the proposed new detached garage and the principal residence structure. The building plan shows overall building height to be 15’8&11/16th tall at the peak. Currently, there is a small garden shed on the property. Mr. Samson indicates he intends to remove this shed from the property in favor of the new garage, if a waiver is granted.

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

- 1) Applicant to secure the necessary building, electrical, and any other permits as may be required by Code, prior to the start of construction on this detached garage structure.

- 2) Applicant to remove the existing garden shed from this site within 30 days of completion of the new detached garage.

Council Member Fitzpatrick questioned why the ordinance exists if it adheres to all other restrictions, why is the area of accessory structures limited. Also, what would be considered extenuating circumstances. Planner Censky explained it's not unusual to have a maximum size accessory structure limit in the code because you don't want accessory structures to out-mass the principal structure. Other municipalities' codes also generally have a threshold of less than 1000 sq. ft. in accessory structures.

Commissioner Voltz has seen a handful of applications requesting larger accessory structures. Commissioner Strautmanis feels intent was not to limit what people can do unless it would exceed a traditional 2 car garage. Plan Commission wanted to understand and to know what this looks like to look at this in context, so everyone agrees. An example would be a monster garage to fill an entire back yard because it meets off sets and setbacks also doesn't seem like a good path so Plan Commission set a threshold.

Mr. Samson updated Plan Commission that he will be changing the proposed 2x6 stud wall with a 2x4 stud wall, the overhang from 2 ft. to 1 ft., and the doors will be changed to 10 ft. to allow enough room for his vehicle. Planner Censky confirmed that this will not change the actual height of the structure that will remain no higher than 20 ft.

Commissioner Scholz mentioned the change in stud wall would not allow this structure to become a dwelling at any time even though it will be insulated., Code for residential uses requires walls to be built with 2x6 studs. The resident confirmed the siding color would be the same color as the house when asked by Commissioner Strautmanis.

Commissioner Bublitz made a motion to approve the waiver with the Planners recommendations, seconded by Commissioner Scholz. Motion carried without a negative vote.

BLIND HORSE WINERY LOCATED AT W63 N674 WASHINGTON AVENUE IS REQUESTING APPROVAL OF BUILDING, SITE AND OPERATING PLAN IN SUPPORT OF THEIR PROPOSED USE AS AN OFFSITE RETAIL OUTLET TO THE BLIND HORSE WINERY LOCATED IN KOHLER, WI, TO INCLUDE LIGHT DINING.

Planner Censky clarified the proposed use is consistent with the listed permitted uses in the B-3 District "Cocktail lounges, bars, and taverns" and "Restaurants (without drive-thru facilities)". This plan reflects compliance with the spatial and bulk requirements of the B-3 District in terms of setbacks and offsets. The buildings are both preexisting so the Floor Area Ratio is not changing and the building setback from the Ordinary High Watermark of Cedar Creek is not changing.

This plan calls for refined finish of the outdoor space between the principal building and Cedar Creek. The area will offer generous seating opportunities and is intended to include outdoor dining and alcohol consumption. The existing accessory building will be refurbished for use as a patio

bar. The exterior finishes and design of the principal accessory buildings, as well as the various screening and seating solutions, have been reviewed and approved by the Landmarks Commission. One change to the plans (based on very recent action of the Landmarks Commission) replaces the gabion screening walls around the dumpster to a schmeear masonry wall construction with timber top and downlighting.

The City has been involved over the years in efforts to create a planned public access walkway through this corridor along the Creek. Coordination with that effort as to the design of this outdoor area and its connection to that plan should be incorporated into this plan design. As presented, a retaining wall is proposed to be placed at the east edge of the seating area, with steps leading down to a walkway extending end to end along the frontage of the Creek. A substantial portion of the outdoor seating area and all of the retaining wall, steps and boardwalk are located in the Floodway.

Landscaping is thoughtfully incorporated into this plan for the outdoor space. It includes properly scaled trees, colorful shrubs and perennial plants. No new landscaping is proposed to be added outside of the enclosed seating area.

Exterior lighting of this site includes gaslight fixtures at the front entry door, gooseneck-style downlighting along the north building wall, and controllable-cast uplighting along the screening wall which runs along the north and south sides of the outdoor seating area.

Parking for up to one car is proposed on this plan, on the paved area immediately west of the dumpster area. The applicant shows it as two stalls, but the stall proportions don't work to support two cars (per the City's stall specifications) in this alignment. Pursuant to Section 13-1-83 of the City Code, "In all commercial and industrial districts, the minimum number of required parking spaces may be adjusted by the plan commission on a case-by-case basis. The petitioner for such an adjustment shall show to the satisfaction of the plan commission that adequate parking will be provided for customers, clients, visitors, and employees". The proposed onsite stall(s) is intended to serve the upstairs office tenant in this building.

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

- 1) Applicant to satisfy the requirements of the City Engineer as follows:
 - a. Riverwalk location, size, elevation, etc. should be coordinated (and ultimately approved, in terms of design, location and grant of easements) with community plans to organize a more formal public accessway along the Creek in this corridor. Applicant to work with City Staff in sorting through these requirements and final approval plans.
 - b. Applicant to acknowledge that there isn't enough room, as depicted, to meet City specifications for two parking spaces on the north edge of the property west of the dumpster, per the plan.
- 2) Applicant to satisfy the requirements of the City of Cedarburg Fire Department as follows:
 - a. A Commercial Kitchen Hood is required for cooking equipment that produces grease-laden vapors-pizza ovens – NFPA 1 (2024 ed., 50.2.1.1)

- b. Hood shall be equipped with an extinguishing system (NFPA 1,2024 ed., 50.4.3.1)
 - c. Class K extinguisher is required in addition to the hood suppression system – NFA 1 (2024) 50.4.4.1
- 3) Any required modifications to the site or building plans, recognizable from the exterior of the building as a result of HVAC/Fire Code requirements, may be subject to review and approval by the Landmarks Commission and Planning Commission depending on the magnitude and location of such changes.
- 4) Applicant to wrap the 5' tall screening around to the south side of the air conditioning units at the southeast corner of the principal building.
- 5) Applicant to provide evidence of review and approval from the DNR as to the manner of collecting and discharging stormwater from this site in light of the increased impervious surfaces to be placed.
- 6) Applicant to provide evidence of DNR approval as to hydraulic impact analysis of all changes proposed in the Floodway and their potential impact upon flood flows and the regional flood height.
- 7) All site improvements located in the Floodway shall be properly floodproofed.

Council member Fitzpatrick questioned whether the DNR getting involved will set Blind Horse back and what risk there is to the City if the plans are approved, and something were to go wrong. Planner Censky informed Commission that this would be a legal question that she is unable to answer and anything legal would have to go through the City's Attorney. Council member Fitzpatrick also asked about the definition of a Hydraulic Analysis by the DNR.

Planner Censky stated it's an accounting of what is being placed in the floodplain that is new. Screening walls, gabion benches, hard services, retaining wall, and a proposed creek side boardwalk will be new to this site. If there is a flood these items could detain debris that could back up flood waters so much so that people up stream are going to be affected. When asked about the creek walk and if this too had to go through the same process, City Administrator Hilvo confirmed the creek walk was required to get approval from the DNR.

Mr. Ahrens representing Distinctive Design Studio confirmed they are starting discussions with the DNR and spoke with Michelle Soderberg about the creek walk to get approval regarding the Floodway. Commissioner Arnett is okay with the condition that turns the Blind Horse over to DNR and to abide by all ordinances of DNR and Cedarburg. Commissioner Arnett doubts that the Blind Horse which is four buildings from the damn would have a log that gets caught in the retaining wall and backs water to above the damn level.

Mayor Thome mentioned the Blind Horse has been in front of Landmarks Commission multiple times with an adequate amount of examination and a lot of input has gone into this site. Commissioner Strautmanis noted the Landmarks Commission oversees the Downtown B3 District and concurs with the decisions of the Landmarks Commission and hopes the Blind Horse gets through the DNR process quickly. Commissioners all agreed that the courtyard and creek walk will look beautiful with high-quality materials.

Commissioner Scholz made a motion to approve the building, site, and operating plan with the Planner's recommendations, seconded by Council member Fitzpatrick. Motion carried without a negative vote.

REVIEW, DISCUSSION AND POSSIBLE ACTION/RECOMMENDATION TO THE COMMON COUNCIL ON A DRAFT RESOLUTION PREPARED IN SUPPORT OF THE CITY'S PLAN TO BEGIN THE PROCESS OF UPDATING ITS CURRENT "SMART GROWTH COMPREHENSIVE LAND USE PLAN – 2025."

Planner Censky explained [Section 66.1001\(4\)\(a\) of the Wis Stats](#) provides that:

"The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation, including open discussion, communication programs, information services, and public meetings for which advance notice has been provided, in every stage of the preparation of a comprehensive plan. The written procedures shall provide for wide distribution of proposed, alternative, or amended elements of a comprehensive plan and shall provide an opportunity for written comments on the plan to be submitted by members of the public to the governing body and for the governing body to respond to such written comments. The written procedures shall describe the methods the governing body of a local governmental unit will use to distribute proposed, alternative, or amended elements of a comprehensive plan to owners of property, or to persons who have a leasehold interest in property pursuant to which the persons may extract nonmetallic mineral resources in or on property, in which the allowable use or intensity of use of the property is changed by the comprehensive plan."

On June 24, 2024, the Common Council was advised that the Planning Commission intends to begin the process of updating the City's existing "[Smart Growth Comprehensive Land Use plan – 2025](#)". The Plan Commission was informed that the required first step in this process is to adopt a Public Participation Plan and advised that this would be the subject of consideration and possible action/recommendation at the Plan Commissions July 1, 2024, meeting.

Following adoption of the Public Participation Plan, the Plan Commission can start in earnest with the update effort.

Planner Censky asked if the Plan Commissioners feel the means/methods described in the attachment satisfactorily ensure public input and engagement opportunities as a part of this planned update, a favorable recommendation to the Common Council to approve/adopt the attached DRAFT Resolution would be in order.

Commission members discussed what the outline would look like for the Comprehensive Plan Update. Questions arose such as how to identify target dates, how to keep the public informed and the number of meetings that would be necessary. Council member Fitzgerald questioned the thoughts the recent developers have with this decision due to the lengthy process.

Discussion continued regarding how to plan and the participation of residents. It was noted that the city could send out a flyer in the utility bill, post on Facebook, and the News Graphic. Residents are also able to sign up through the City of Cedarburg website, Notify Me tab. There is a special tab to be included with any new information on the Smart Growth Comprehensive Smart Plan. (Please see link <https://www.cityofcedarburg.wi.gov/subscribe>)

Commissioner Bublitz made a motion to approve the PPP Resolution Plan, seconded by Commissioner Arnett. Motion carried without a negative vote.

REVIEW/DISCUSSION AND POSSIBLE ACTION/RECOMMENDATION TO THE COMMON COUNCIL ON A DRAFT ORDINANCE PREPARED IN SUPPORT OF ADDING “OUTDOOR DINING/DRINKING/SEATING/GATHERING SPACE

Planner Censky is aware that the City is facing citizen complaints with respect to noise overflow from approved outdoor entertainment venues on private properties in the City. One solution used in some communities to manage outdoor gathering, dining, consumption and entertainment spaces on privately owned business properties has been to include them as conditional uses in the zoning code. In doing this, it allows the City to evaluate each request for this type of use, uniquely unto itself. In its own setting with all the details presented, such as a site plan, where the outdoor entertainment will be, which way will it face, are there sound bending devices, are there trees as a backdrop. Other considerations to question would be how many days a week will the events take place, how many hours per day, and would this be all year long or temporary.

Each business would have to go through Plan Commission once for the Conditional Use Permit (CUP), and then Common Council for approval of the license which is currently required to be renewed yearly. Anyone in the Downtown B3 District would go through Landmarks Commission first, then Plan Commission. CUP does trigger a public hearing and that enlists the public to come out discuss anything that is unique to that specific location.

Council member Fitzpatrick is unclear how the current policy does not allow us to supervise and act if need be. The additional regulation does not accomplish anything over and above what the existing licensing policy accomplishes.

Commissioner Arnett said although he likes the concept of looking at each individual site and making a judgement call, he would be skeptical of public hearings. Commissioner Arnett fears it will be a tool to go against small businesses. Is this board going to say one business can open till 6 pm and another can be open until 9 pm but they are half a block away from each other.

Commissioner Strautmanis questioned what would happen to existing businesses that already have approval, would they need to come back to Plan Commission. Planner Censky clarified that the license policy would be amended so at the time of the annual renewal of a license as is currently required, applicants would need to come through the Planning Commission one time for their CUP

status to be documented. After that, they will fall back into the annual license renewal process through the Clerk's office.

Commissioner Bublitz is questioning the number of complaints received by the City and how long have the complaints been received about the decibel levels. Mayor Thome commented that the decibel levels don't really mean that much, it's based on the weather, the tone of the music, and sound bouncing off buildings and walls.

Council member Fitzpatrick and Commissioner members Arnett, Voltz, Scholz, and Strautmanis suggest no change regarding the ordinance. Commissioner Bublitz would like to take this item to Common Council along with Mayor Thome to be able to look at each business individually.

No action

PUBLIC COMMENT

BJ Homayouni, Union House – W62 N559 Washington Avenue
Michelle Tietz, Lime Cantina -W62 N550 Washington Avenue
Liz Brown, Resident – W62 N667 Riveredge Drive
Paula Cartwright, Resident - W62 N684 Riveredge Drive
Kevin Pelkey, Art of Joy – W63 N664 Washington Avenue
Terrance King, Resident – W63 N762 Sheboygan Road

COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS - none

MAYOR'S ANNOUNCEMENTS - none

ADJOURNMENT

A motion made by Commissioner Arnett, seconded by Common Council Member Bublitz to adjourn the meeting at 9:16 p.m. Motion carried without negative vote.

Theresa Hanaman
Administrative Secretary

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: August 5, 2024

General Information:

Agenda Item: 6.A.

Applicant/Property Owner:

Eric and Jackie Fix (Fix Investments LLC), in c/o Architect Adam Voltz.

Requested Action:

Review and approval by Certificate of Appropriateness, for the site survey, floor plans, exterior elevations, and material samples for their property/rehabilitation project.

Current Zoning:

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

Current Master Plan Classification:

Commercial

Surrounding Zoning/Land Use:

North: B-3 w/ (HPO)

South: B-3 w/ (HPO)

East: Cedar Creek

West: B-3 w/ (HPO)

Lot Size:

~ .15 acres (6,534 sq. ft.)

Location:

W62 N596 Washington Ave.

Discussion:

The existing use of this building/site is not changing. The owner applicants wish to rehabilitate the building to more closely reflect its historic appearance and materials.

With respect to architecture, materials, and exterior lighting, the Landmarks Commission has reviewed and favorably recommends approval of a certificate of appropriateness as to the plan set contained in your packets.

The site plan reflects compliance with the spatial and bulk requirements of the B-3 District in terms of setbacks and offsets. The building is preexisting so the Floor Area Ratio is not changing. As to the removal and replacement of the rear deck and deck roof with a more spacious outdoor deck and second floor deck, it is noted that the property is located in the flood fringe. An accessible ramp and landing are also being added at the southeast corner of the building.

The access and parking to serve this site remains unchanged under the revised plans.

Recommendation:

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

- 1) Applicant to comply with [Section 13-1-78\(4.3\) \(Standards for Development in the Floodfringe\)](#) of the Code as to the new improvements proposed to be placed on the east side of the building including the expanded deck and accessibility features.
- 2) Applicant to secure all required construction and building permits prior to the start of work on this project.

Architect Adam Voltz (The Kubala Washatko Architects, Inc.) on behalf of property owners Eric and Jackie Fix (Fix Investments LLC), requests review and approval of the exterior siding material and street facing exterior elevation plan, in support of their recently, conditionally approved rehabilitation project located at W62 N596 Washington Avenue.

Chairperson Kubala recused from this discussion. Mr. Voltz stated that the plans have been submitted to the Department of the Interior for approval, a response has not yet been received. Cedarburg's Landmarks Commission relies on photographic evidence to guide decision-making and requires building owners, when making changes, to rely on that information. SHPO (the State Historic Preservation Office) does not hold as high a standard when evaluating grant requests. Before the Landmarks Commission recently met with Jason Tish, we assumed SHPO's standards were as high, or higher, than Cedarburg's. That is not the case. Commissioner Krimmel stated that if Cedarburg's standards are stricter than SHPO we are doing something right! When Mr. Voltz last met with the Commission, he was told that if SHPO accepts the proposal, Landmarks Commission will.

Commissioner Pape would like to see restoration to a center entrance, per old photographs. He stated that if we have historical photographic evidence, we should stay with that, though that presents a hardship for access to the upstairs apartment. SHPO does not require restoring the central door. The difficulty is that the tenant of the upstairs apartment uses the same entrance as the business, then there are additional interior doors which open to the business or the apartment. That way, the business is secure from the apartment's resident. To move the door to the center, as it was originally, leaves the business accessible to the tenant at all times. The property easement does not allow the door to be placed at the south side of the building. For the tenant's door to be moved to the back of the building, the interior stairway would need to be relocated.

Commissioner Krimmel felt the windows look very modern. Commissioner Forbes stated that usually storefronts had a center door and large, plate glass windows with iron frames on either side of the door. Putting the door to one side changes the scale of the windows.

The good news is that Eric Fix tore off the vinyl siding and the cedar siding underneath is in generally good shape to preserve. Rotted areas can be repaired.

Commissioner Krimmer made a motion to approve the façade as it is approved by SHPO, including retaining and repairing the original cedar siding. Commissioner Forbes seconded the motion. The motion carried with a vote in opposition from Commissioner Pape and Council Member Burkhardt excused.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: W62 N596 Washington Ave
APPLICANT/BUSINESSNAME: Fix Investments LLC / Eric + Jackie Fix
APPLICANT/BUSINESS ADDRESS: 10911 W. Pioneer Road, Mequon, WI 53097
STATUS OF APPLICANT: ☒ OWNER ☐ AGENT ☐ BUYER ☐ OTHER _____
PHONE: 414-881-1464 EMAIL: eipsfix@wi.rr.com

PROPERTY OWNER (IF DIFFERENT): Eric + Jackie Fix 53097
PROPERTY OWNER MAILING ADDRESS: 10911 W. Pioneer Road Mequon WI
PROPERTY OWNER PHONE: 414-881-1464 PROPERTY OWNER EMAIL: eipsfix@wi.rr.com

REQUEST FOR (CHECK ALL THAT APPLY):

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

DESCRIBE REQUEST: windows, store front, roofing, siding
handicap ramp rear deck, paint colors

PLEASE SUBMIT: FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW
FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW
THIRTEEN (13) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW

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: 7-29-24

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ 320.00 (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: 7/29/24
APPLICATION AND FEE RECEIVED BY: Theresa Hanaman PLAN COMMISSION MEETING DATE: 8/5/24
ATTACHMENTS (CHECK IF RECEIVED):

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

PROPERTY TAX KEY NO./PLAN COMMISSION FILE NO: 13-107-0312.000
ZONING: B3/HPD ALDERMANIC DISTRICT: W5/AD 5 PREVIOUS MEETING: Landmarks
7.26.24

FIX PROPERTY

REHABILITATION AND RAMP/DECK ADDITION

ADDRESS
W62 N596 WASHINGTON AVE
CEDARBURG, WI 53012

ABBREVIATIONS

@	AT	CORR	CORRIDOR	HC	HANDICAPPED	R.C.	ROOF CONDUCTOR
ADJ	ADJUSTABLE	CRS	COURSE	HDR	HEADER	R.D.	ROOF DRAIN
AFF	ABOVE FINISHED FLOOR	CTR	COUNTER	HM	HOLLOW METAL	REF	REFRIGERATOR
AL	ALUMINUM	DS	DOWNSPOUT	HR	HOUR	R.I.	ROUGH IN
ACT	ACOUSTICAL CEILING TILE	DTL	DETAIL	HT	HEIGHT	R.O.	ROUGH OPENING
ACP	ACOUSTICAL CEILING PANEL	DWG	DRAWING	HVAC	HEATING, VENTILATING & AIR CONDITIONING	SAN	SANITARY SEWER
BL	BRICK LEDGE	EL	ELEVATION	IE	INVERT ELEVATION	SDS	SOAP DISPENSER
BITUM	BITUMINOUS	ELEC	ELECTRIC	INSUL	INSULATION	SH	SHIELF
BLDG	BUILDING	ELEV	ELEVATOR	I.C.	IN CONTRACT	ST	STORM SEWER
BRG	BEARING	EQUIP	EQUIPMENT	LAV	LAVATORY	STL	STEEL
C	CONDUIT	EXIST	EXISTING	LL	LOWER LEVEL	STR	STRUCTURAL
CAB	CABINET	FD	FLOOR DRAIN	MFG	MANUFACTURER	SS	STAINLESS STEEL
CB	CATCH BASIN	FE	FIRE EXTINGUISHER	MH	MANHOLE	SUSP	SUSPENDED
CH	COAT HOOK	FEC	FIRE EXTINGUISHER	MO	MASONRY OPENING	TIC	TOP OF CONCRETE
CI	CAST IRON	FIN	FINISHED	MTD	MOUNTED	TDS	TOWEL DISPENSER
CJ	CONTROL JOINT	FLR	FLOOR	MTG	MOUNTING	TEL	TELEPHONE
CKT	CIRCUIT	FNDTN	FOUNDATION	N.I.C.	NOT IN CONTRACT	TIS	TOP OF STEEL
CPT	CARPET LINE	FUT	FUTURE	O.C.	ON CENTER	TLT	TOILET
CIL	CENTER LINE	GA	GAUGE	O.D.	OUTSIDE DIAMETER	TYP	TYPICAL
CLG	CLOSE	GALV	GALVANIZED	PL	POLE	UL	UNDERWRITER'S LABORATORY
CL	CLOSET	GB	GRAB BAR	PNT	PAINT	UNO	UNLESS NOTED OTHERWISE
CMU	CONCRETE MASONRY UNIT	GYP BRD	GYPSUM BOARD	PTD	PAINTED	V.I.F.	VERIFY IN FIELD
COL	COLUMN	GWB	GYPSUM WALL BOARD			W/	WITH
CONC	CONCRETE					WC	WATER CLOSET
CONN	CONNECTION					WM	WATER MAIN
CONTR	CONTRACTOR					WWF	WELDED WIRE FABRIC



SET ISSUED FOR HPCA PART TWO REVIEW

PROJECT NO. 260723.00
26 | JUNE | 2024

OWNER

FIX INVESTMENTS, LLC
10911 W PIONEER RD
MEQUON, WI 53097

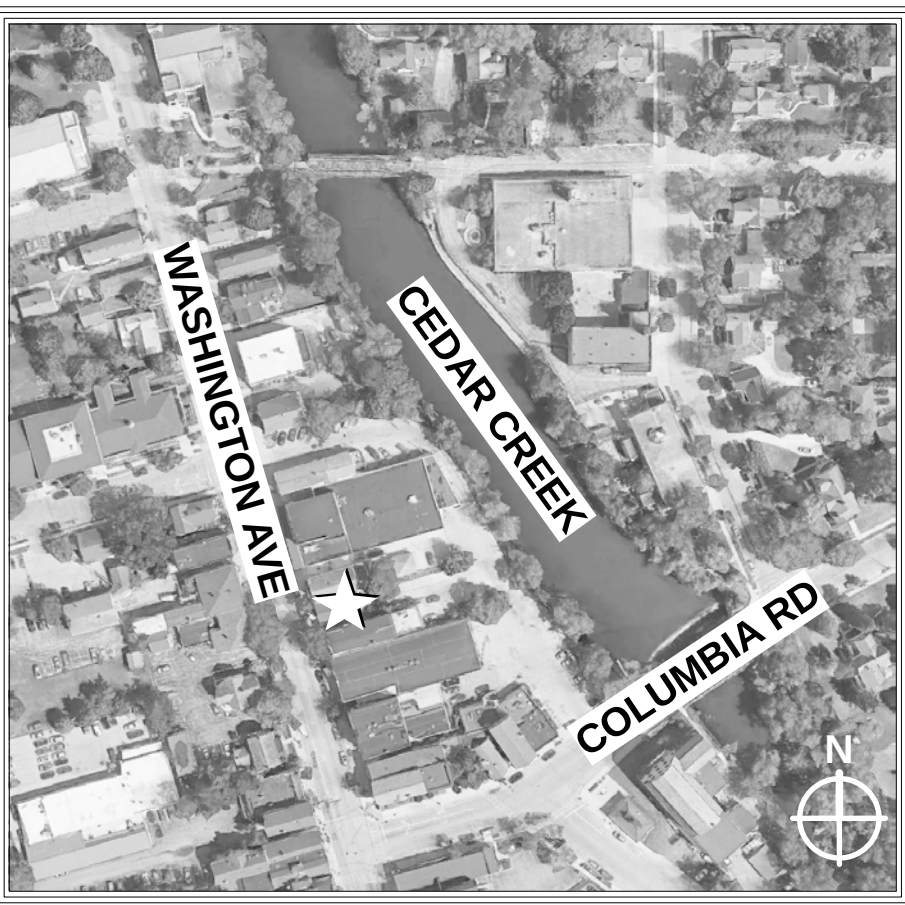
ARCHITECT



THE KUBALA WASHATKO ARCHITECTS, INC.

W61 N617 MEQUON AVENUE
CEDARBURG, WI 53012
P: 262.377.6039 | F: 262.377.2954

SITE LOCATION MAP



SHEET NUMBER

G1.0

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SHEET INDEX

ARCHITECTURAL

G1.0	TITLE SHEET
---	PLAT OF SURVEY
D1.0	EXISTING BUILDING PLANS
D1.1	EXISTING BUILDING PLANS
D3.0	EXISTING BUILDING ELEVATIONS
D3.1	EXISTING BUILDING ELEVATIONS
A1.0	PROPOSED BUILDING PLANS
A1.1	PROPOSED BUILDING PLANS
A3.0	PROPOSED BUILDING ELEVATIONS
A3.1	PROPOSED BUILDING ELEVATIONS
A8.1	WINDOW AND DOOR SCHEDULE

STRUCTURAL (BY OTHERS)

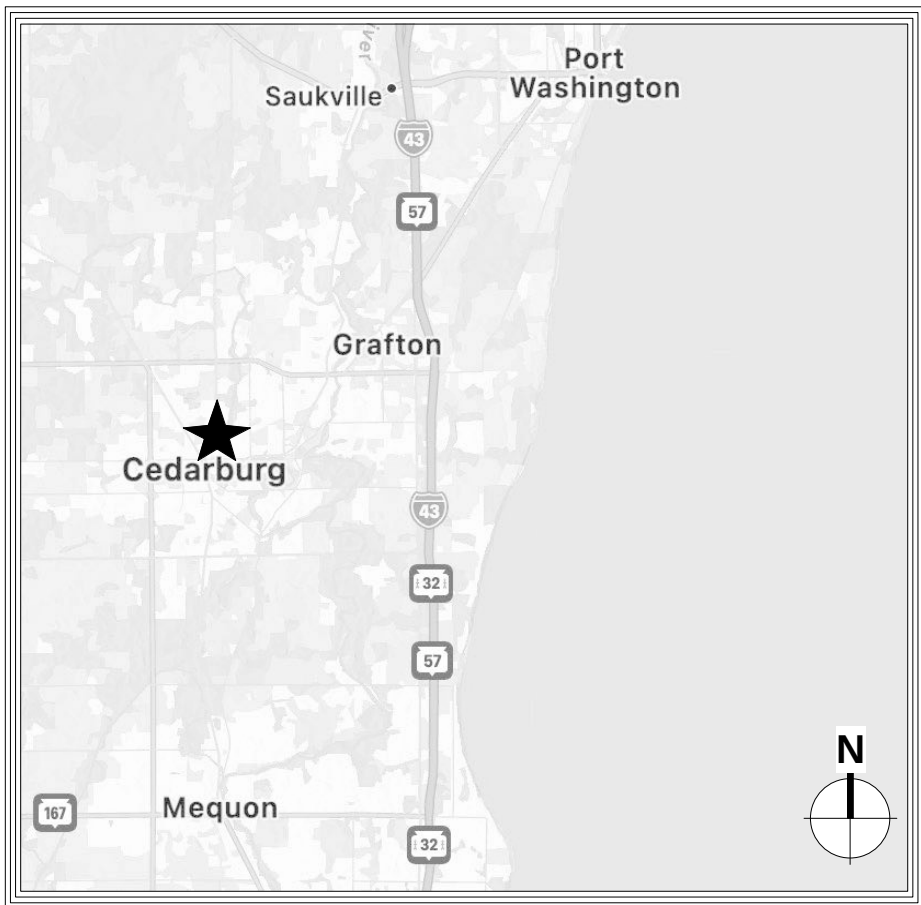
MECHANICAL (BY OTHERS)

ELECTRICAL (BY OTHERS)

PLUMBING (BY OTHERS)

FIRE PROTECTION (BY OTHERS)

GENERAL LOCATION MAP





VIEW OF WESTERN FACADE FROM WASHINGTON



VIEW OF SOUTHERN FACADE FROM WASHINGTON



VIEW OF SOUTHERN FACADE SOUTH FROM SIDE YARD



VIEW OF SOUTHERN FACADE FROM SIDE YARD



VIEW OF EASTERN FACADE FROM REAR YARD



VIEW OF NORTHERN FACADE FROM SIDE YARD

PLAT OF SURVEY

Known as W62 N596 Washington Avenue, in the City of Cedarburg, Ozaukee County, Wisconsin.

LOT 1 of CERTIFIED SURVEY MAP NO. 169 1, being a redivision of part of Lot 12, Block 3, Hilgen, Schroeder and Others Plat of the City of Cedarburg, and of Lot 7, Block 12, Assessor's Plat of the City of Cedarburg, in the Southeast 1/4 of Section 27, Township 10 North, Range 21 East, Ozaukee County, Wisconsin as recorded in the office of the Register of Deeds for Ozaukee county Wisconsin on October 31, 1985 at 10:15 a.m. In Volume 13 of Certified Survey Maps, page 28, as Document No. 365271; together with a 12 foot easement for private driveway purposes to be used in common by Lots 1 and 2 of above described Certified Survey Map No. 1691, as described on said Certified Survey Map.

Prepared for: Eric & Jackie Fix
Survey No. 169128-RMK

This survey was prepared based on Fidelity National Title Company, LLC, title commitment number F-322188, effective date March 15, 2016, which lists the following easements and/or restrictions from schedule B-II:

N. Easement Agreement between Joanne M. Conery and Peter H. Krueger, Thomas W. Krueger and Mary Lou Grosser, dated April 26, 1982 and recorded May 4, 1982 in Volume 474 of Records, page 959 as Document No. 332322. **Lies within or crosses the surveyed property - its location is shown.**

O. Twenty foot public road easement as shown on recorded Certified Survey Map No. 1691. **Lies within or crosses the surveyed property - its location is shown.**

P. Rights of others to the use of Easement set forth in description of insured premises, obligations relative to maintenance thereof, and access between insured premises and any public road or highway, except over said Easement the 12 foot easement for private driveway purposes as described on Certified Survey Map No. 1691. **Lies within or crosses the surveyed property - its location is shown.**

Q. Declaration of Cross-Easement between Joanne M. conery and Wurthmann Investment co., dated November 11, 11985 and recorded on November 13, 1985, in Volume 540 of Records, page 280 as Document No. 365 744. **Lies within or crosses the surveyed property - its location is shown.**

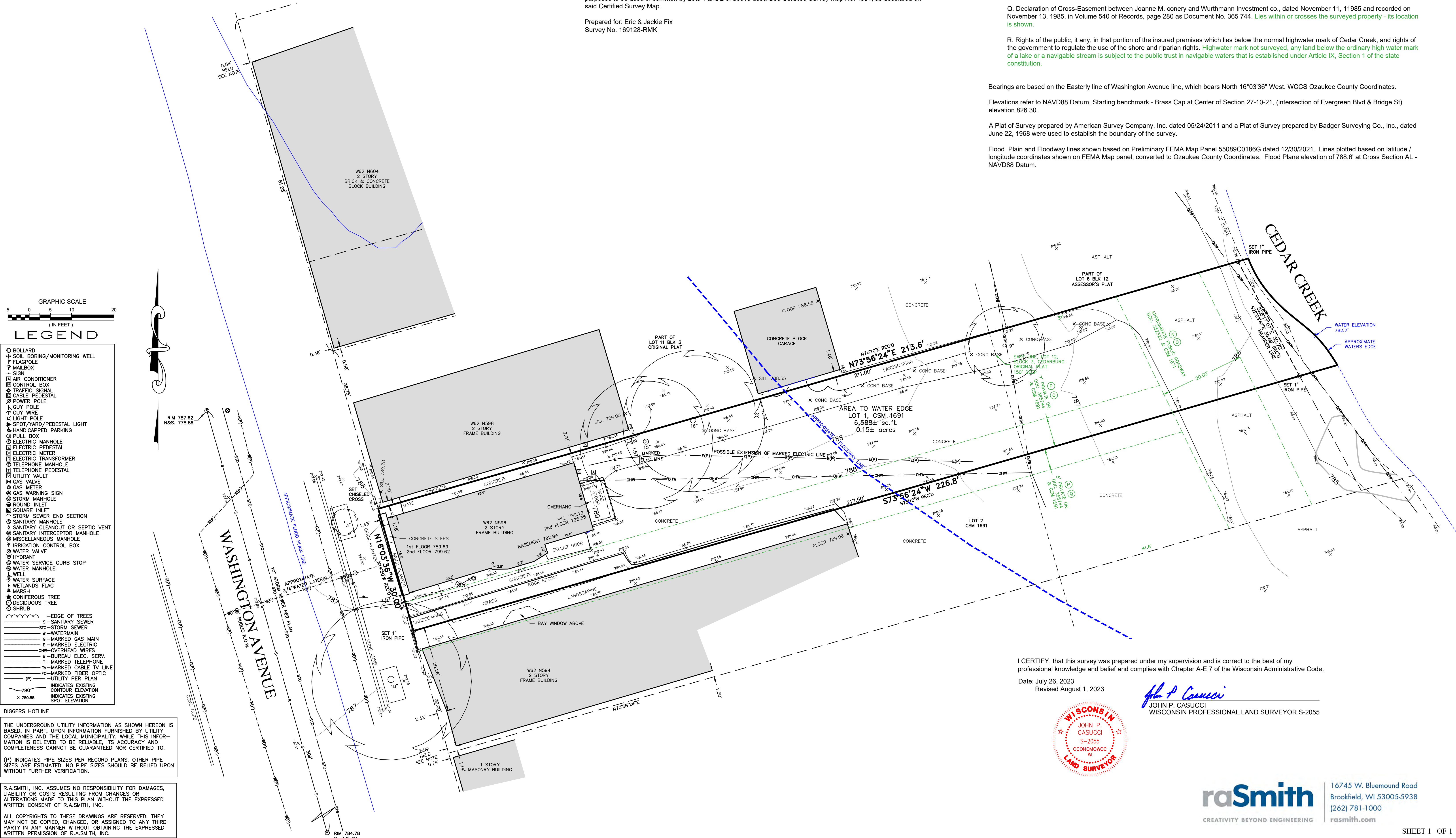
R. Rights of the public, it any, in that portion of the insured premises which lies below the normal highwater mark of Cedar Creek, and rights of the government to regulate the use of the shore and riparian rights. **Highwater mark not surveyed, any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under Article IX, Section 1 of the state constitution.**

Bearings are based on the Easterly line of Washington Avenue line, which bears North 16°03'36" West. WCCS Ozaukee County Coordinates.

Elevations refer to NAVD88 Datum. Starting benchmark - Brass Cap at Center of Section 27-10-21, (Intersection of Evergreen Blvd & Bridge St) elevation 826.30.

A Plat of Survey prepared by American Survey Company, Inc. dated 05/24/2011 and a Plat of Survey prepared by Badger Surveying Co., Inc., dated June 22, 1968 were used to establish the boundary of the survey.

Flood Plain and Floodway lines shown based on Preliminary FEMA Map Panel 55089C0186G dated 12/30/2021. Lines plotted based on latitude / longitude coordinates shown on FEMA Map panel, converted to Ozaukee County Coordinates. Flood Plane elevation of 788.6' at Cross Section AL - NAVD88 Datum.



I CERTIFY, that this survey was prepared under my supervision and is correct to the best of my professional knowledge and belief and complies with Chapter A-E 7 of the Wisconsin Administrative Code.

Date: July 26, 2023
Revised August 1, 2023

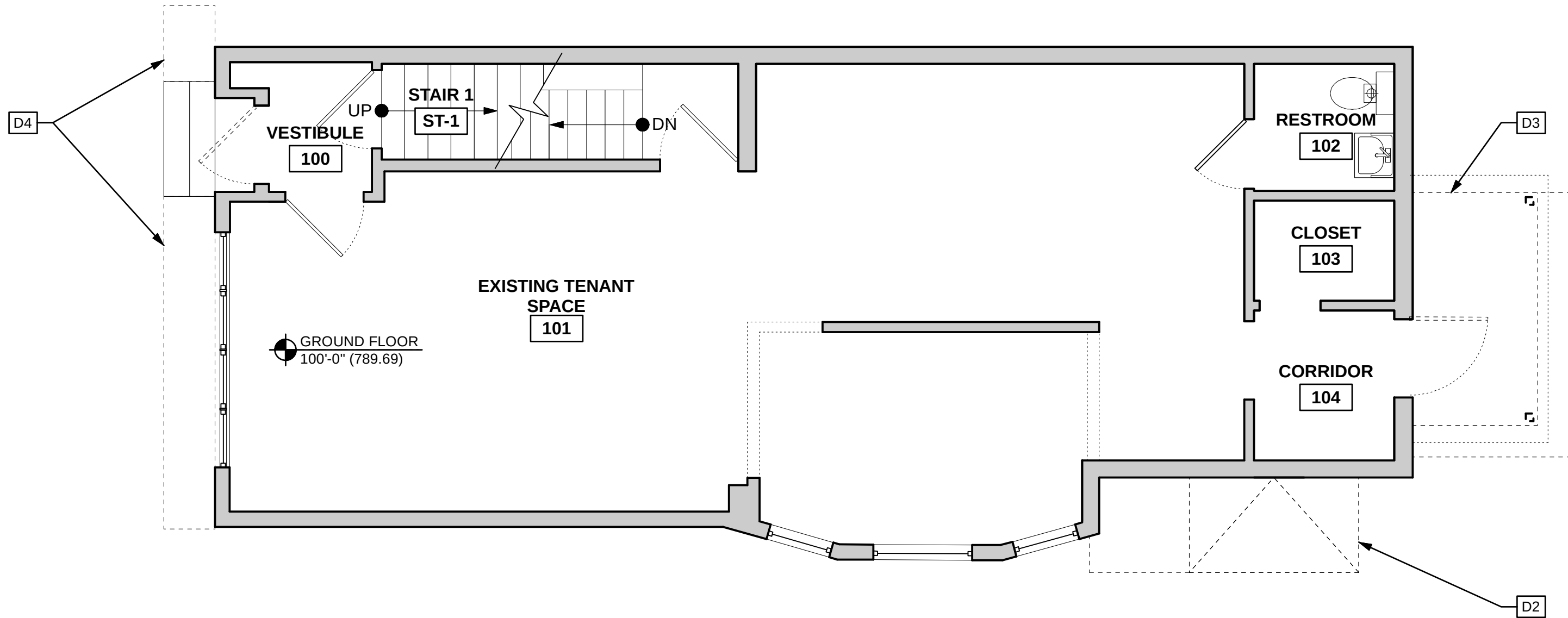
John P. Casucci
JOHN P. CASUCCI
WISCONSIN PROFESSIONAL LAND SURVEYOR S-2055



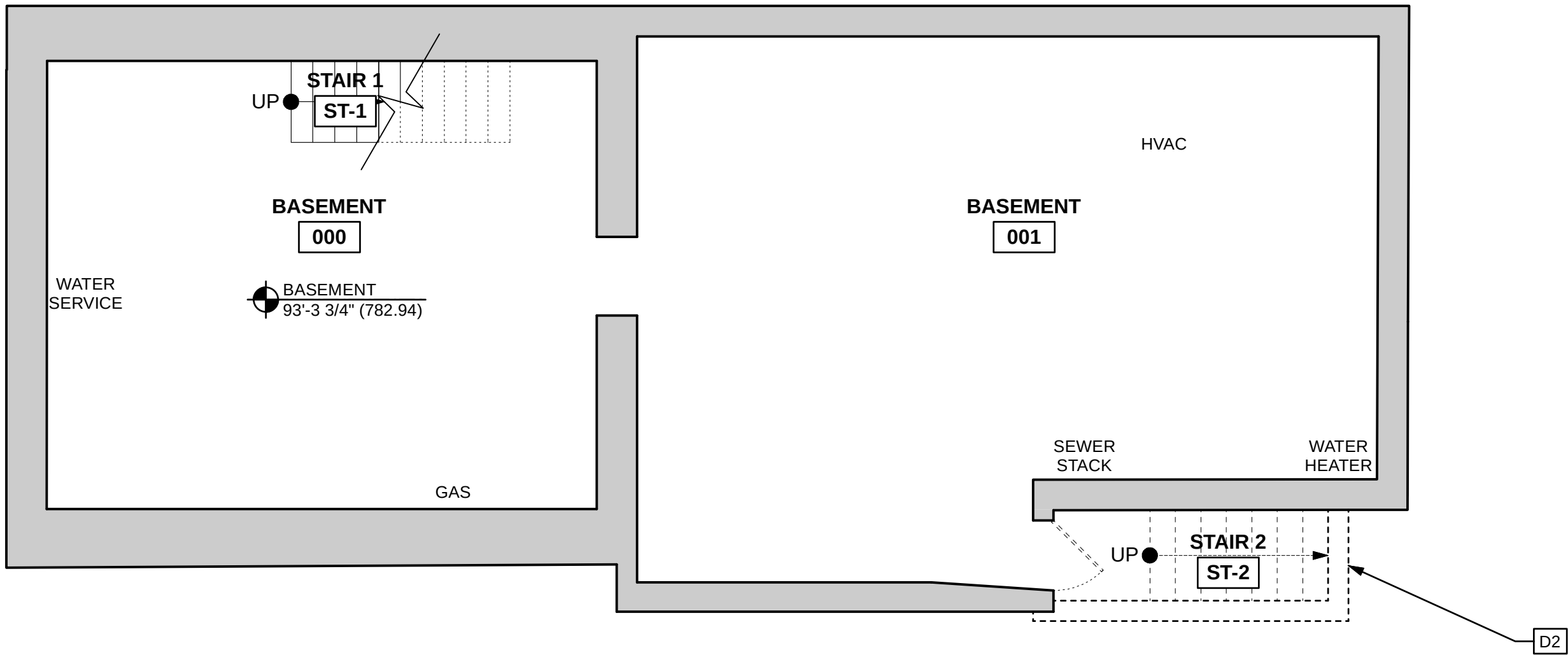
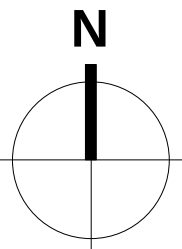
raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

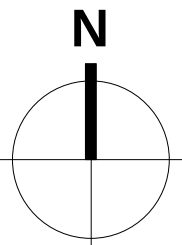


1 FIRST FLOOR PLAN - EXISTING
D1.0 SCALE: 1/4" = 1'-0"



EXISTING FLOOR HEIGHTS	
BASEMENT	= 789.94'
FIRST FLOOR	= 789.69'
SECOND FLOOR (LOWER)	= 798.35'
SECOND FLOOR (UPPER)	= 799.62'

1 BASEMENT FLOOR PLAN - EXISTING
D1.0 SCALE: 1/4" = 1'-0"



- DEMO PLAN KEYED NOTES
- GENERAL NOTES: DEMOLISH WALL, FLOOR, DOOR, AND WINDOW SHOWN DASHED.

D1NOT USED

D2DEMOLISH EXISTING BASEMENT ACCESS DOOR, WALLS AND STAIRS.

D3DEMOLISH REAR STOOP AND ROOF.

D4DEMOLISH MASONRY PLANTERS.

D5NOT USED

D6DEMOLISH EXISTING GABLED-END EAVE RETURN.

D7DEMOLISH EXISTING ROOFING. REMOVE ALL SHINGLES AND UNDERLAYMENT TO EXISTING SHEATHING.

D8DEMOLISH EXISTING MEMBRANE ROOFING.

D9DEMOLISH SHINGLED AWNING AND ASSOCIATED CONSTRUCTION TO EXISTING WALL SHEATHING.

D10DEMOLISH WALL FOR NEW WINDOW/DOOR OPENING. SEE WINDOW SCHEDULE.

D11DEMOLISH ALL VINYL SIDING, BOARD AND BATTEN WOOD SIDING, ALUMINUM SOFFITS AND ALUMINUM FASCIAS. SEE PROPOSED ELEVATIONS REGARDING EXISTING WOOD SIDING CONCEALED BENEATH EXTERIOR SIDING.

D12DEMOLISH WINDOW

D13DEMOLISH DOOR

- WALL NOTES:
- 1) XXXX
- SYMBOL KEY
- EXISTING WALL

NEW WALL

EXISTING DOOR

NEW DOOR

DOOR TAG (SEE A8.0)

ROOM NAME & NUMBER

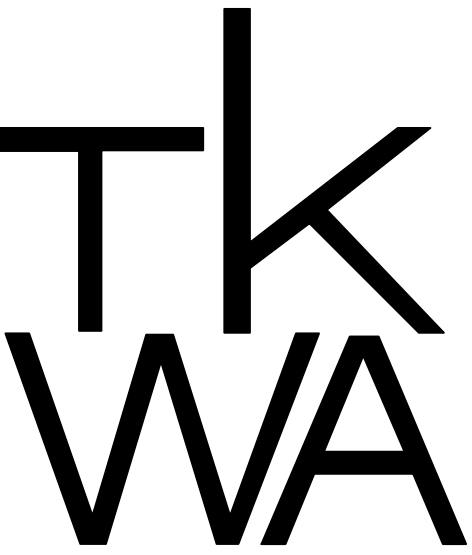
STRUCTURAL GRID LINE

WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)

WALL TYPE (SEE A5.0)

INTERIOR ELEVATION TAG (SEE A7.0)

WINDOW TAG (SEE A8.1)



THE KUBALA WASHATKO ARCHITECTS, INC.
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CEDARBURG, WI 53012
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PROJECT

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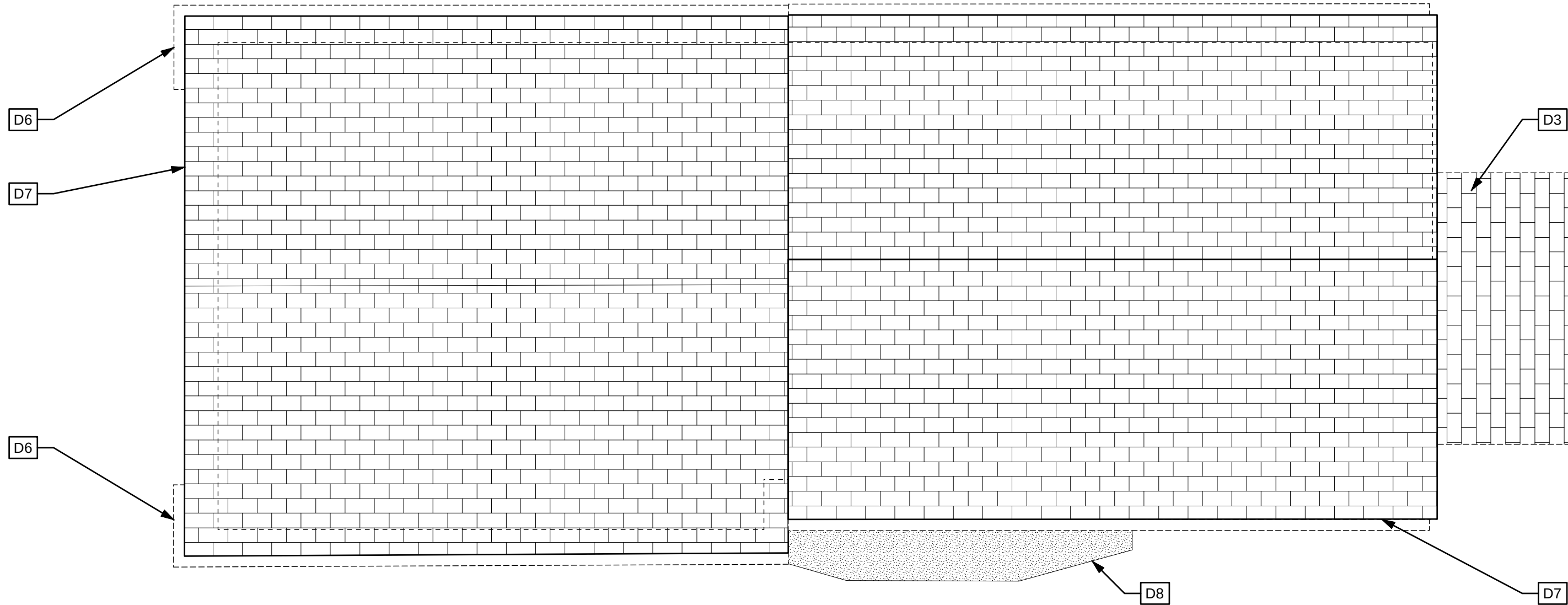
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EXISTING
BUILDING
PLANS

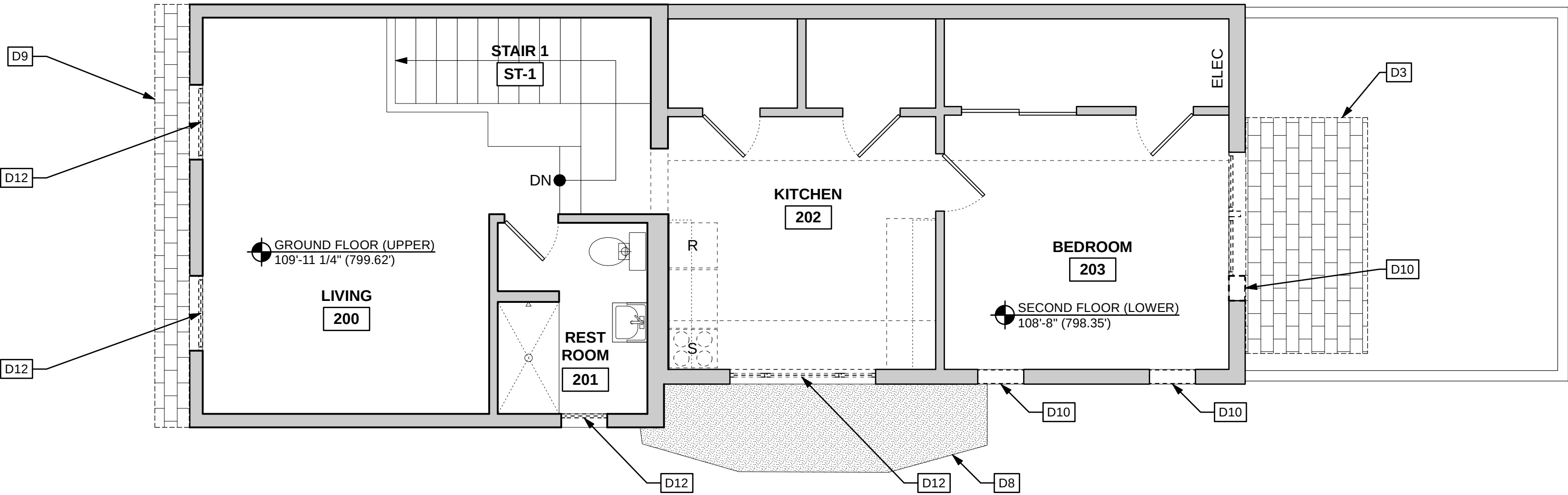
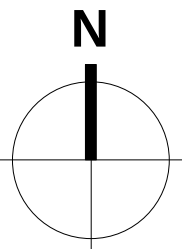
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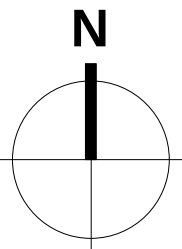


1
D1.1
ROOF PLAN - EXISTING
SCALE: 1/4" = 1'-0"



EXISTING FLOOR HEIGHTS
BASEMENT = 789.94'
FIRST FLOOR = 789.69'
SECOND FLOOR (LOWER) = 798.35'
SECOND FLOOR (UPPER) = 799.62'

1
D1.1
SECOND FLOOR PLAN - EXISTING
SCALE: 1/4" = 1'-0"



DEMO PLAN KEYED NOTES

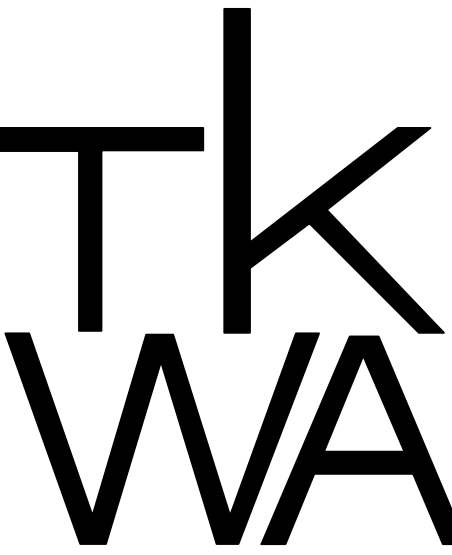
- GENERAL NOTES: DEMOLISH WALL, FLOOR, DOOR, AND WINDOW SHOWN DASHED.
- D1 NOT USED
- D2 DEMOLISH EXISTING BASEMENT ACCESS DOOR, WALLS AND STAIRS.
- D3 DEMOLISH REAR STOOP AND ROOF.
- D4 DEMOLISH MASONRY PLANTERS.
- D5 NOT USED
- D6 DEMOLISH EXISTING GABLE-END EAVE RETURN.
- D7 DEMOLISH EXISTING ROOFING. REMOVE ALL SHINGLES AND UNDERLAYMENT TO EXISTING SHEATHING.
- D8 DEMOLISH EXISTING MEMBRANE ROOFING.
- D9 DEMOLISH SHINGLED AWNING AND ASSOCIATED CONSTRUCTION TO EXISTING WALL SHEATHING.
- D10 DEMOLISH WALL FOR NEW WINDOW/DOOR OPENING. SEE WINDOW SCHEDULE.
- D11 DEMOLISH ALL VINYL SIDING, BOARD AND BATTEN WOOD SIDING, ALUMINUM SOFFITS AND ALUMINUM FASCIAS. SEE PROPOSED ELEVATIONS REGARDING EXISTING WOOD SIDING CONCEALED BENEATH EXTERIOR SIDING.
- D12 DEMOLISH WINDOW
- D13 DEMOLISH DOOR

WALL NOTES:

1) XXXX

SYMBOL KEY

- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW DOOR
- DOOR TAG (SEE A8.0)
- ROOM NAME & NUMBER
- STRUCTURAL GRID LINE
- WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)
- WALL TYPE (SEE A5.0)
- INTERIOR ELEVATION TAG (SEE A7.0)
- WINDOW TAG (SEE A8.1)



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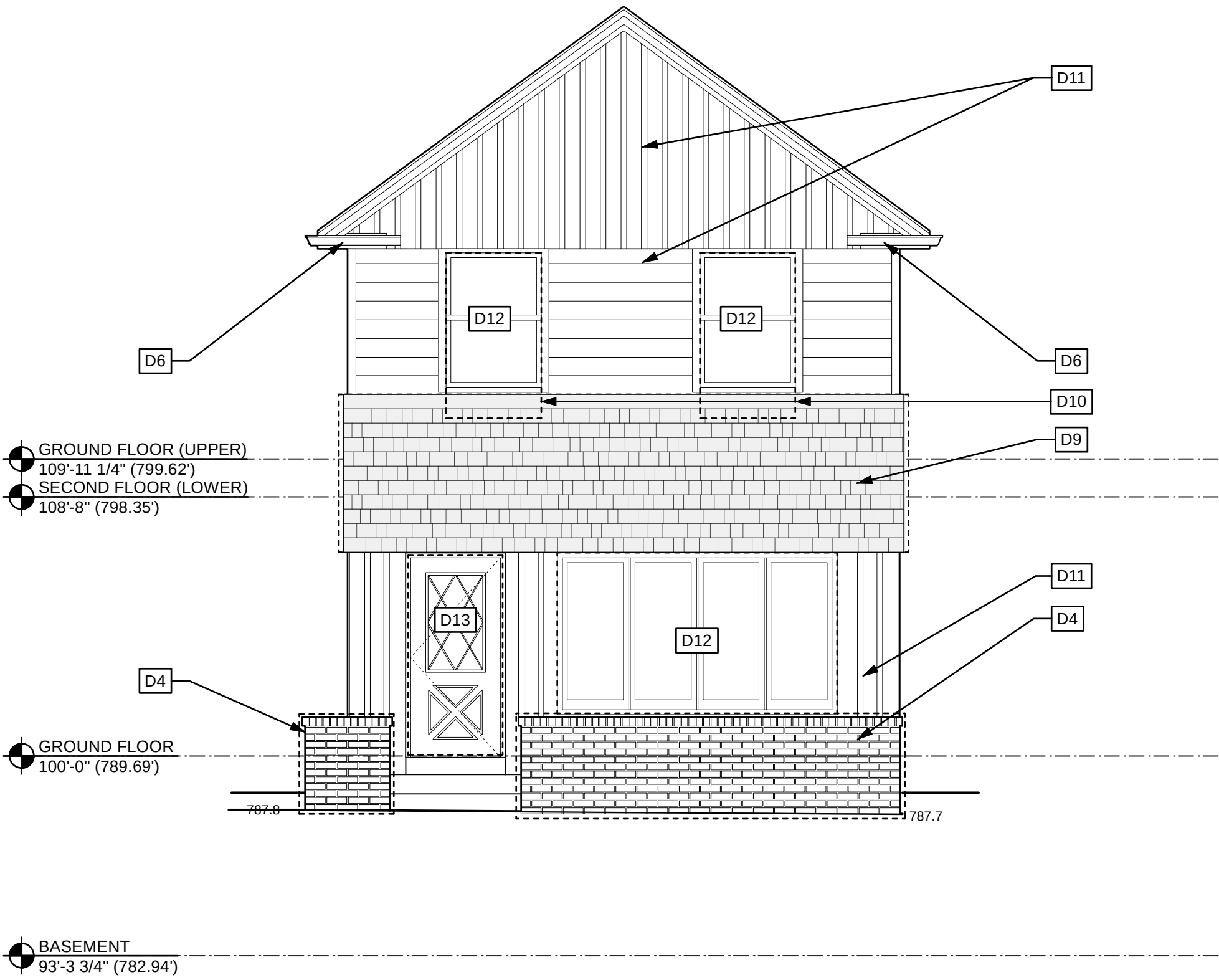
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BUILDING
PLANS -
EXISTING

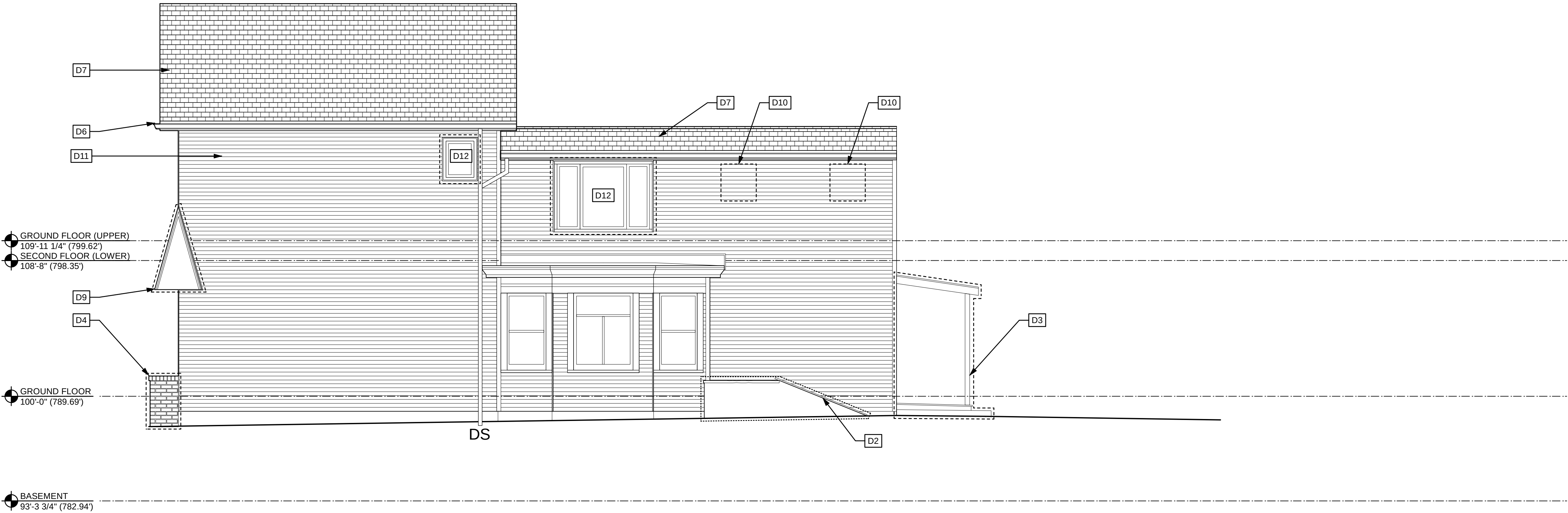
SHEET NUMBER

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2 WEST ELEVATION - EXISTING



1 SOUTH ELEVATION - EXISTING

DEMO PLAN KEYED NOTES

GENERAL NOTES: DEMOLISH WALL, FLOOR, DOOR, AND WINDOW SHOWN DASHED.

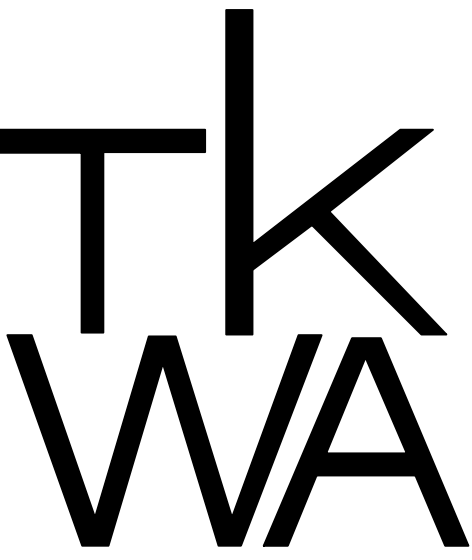
- D1 NOT USED
- D2 DEMOLISH EXISTING BASEMENT ACCESS DOOR, WALLS AND STAIRS.
- D3 DEMOLISH REAR STOOP AND ROOF.
- D4 DEMOLISH MASONRY PLANTERS.
- D5 NOT USED
- D6 DEMOLISH EXISTING GABLED-END EAVE RETURN.
- D7 DEMOLISH EXISTING ROOFING. REMOVE ALL SHINGLES AND UNDERLAYMENT TO EXISTING SHEATHING.
- D8 DEMOLISH EXISTING MEMBRANE ROOFING.
- D9 DEMOLISH SHINGLED AWNING AND ASSOCIATED CONSTRUCTION TO EXISTING WALL SHEATHING.
- D10 DEMOLISH WALL FOR NEW WINDOW/DOOR OPENING. SEE WINDOW SCHEDULE.
- D11 DEMOLISH ALL VINYL SIDING, BOARD AND BATTEN WOOD SIDING, ALUMINUM SOFFITS AND ALUMINUM FASCIA'S. SEE PROPOSED ELEVATIONS REGARDING EXISTING WOOD LAP SIDING CONCEALED BENEATH EXTERIOR SIDING.
- D12 DEMOLISH WINDOW
- D13 DEMOLISH DOOR

WALL NOTES:

- 1) XXXX

SYMBOL KEY

- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW DOOR
- DOOR TAG (SEE A8.0)
- ROOM NAME & NUMBER
- STRUCTURAL GRID LINE
- WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)
- WALL TYPE (SEE A5.0)
- INTERIOR ELEVATION TAG (SEE A7.0)
- WINDOW TAG (SEE A8.1)



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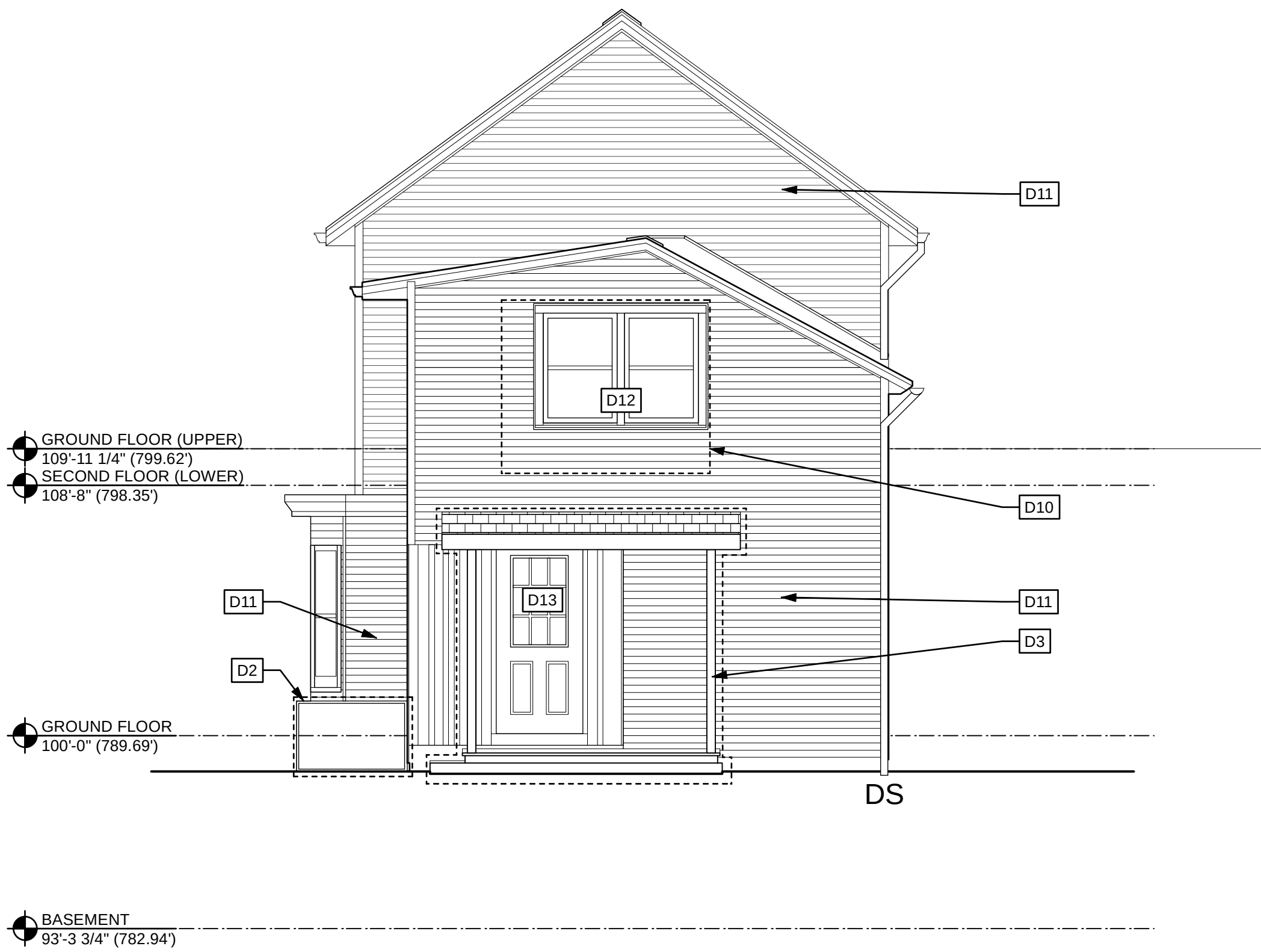
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EXISTING
ELEVATIONS

SHEET NUMBER

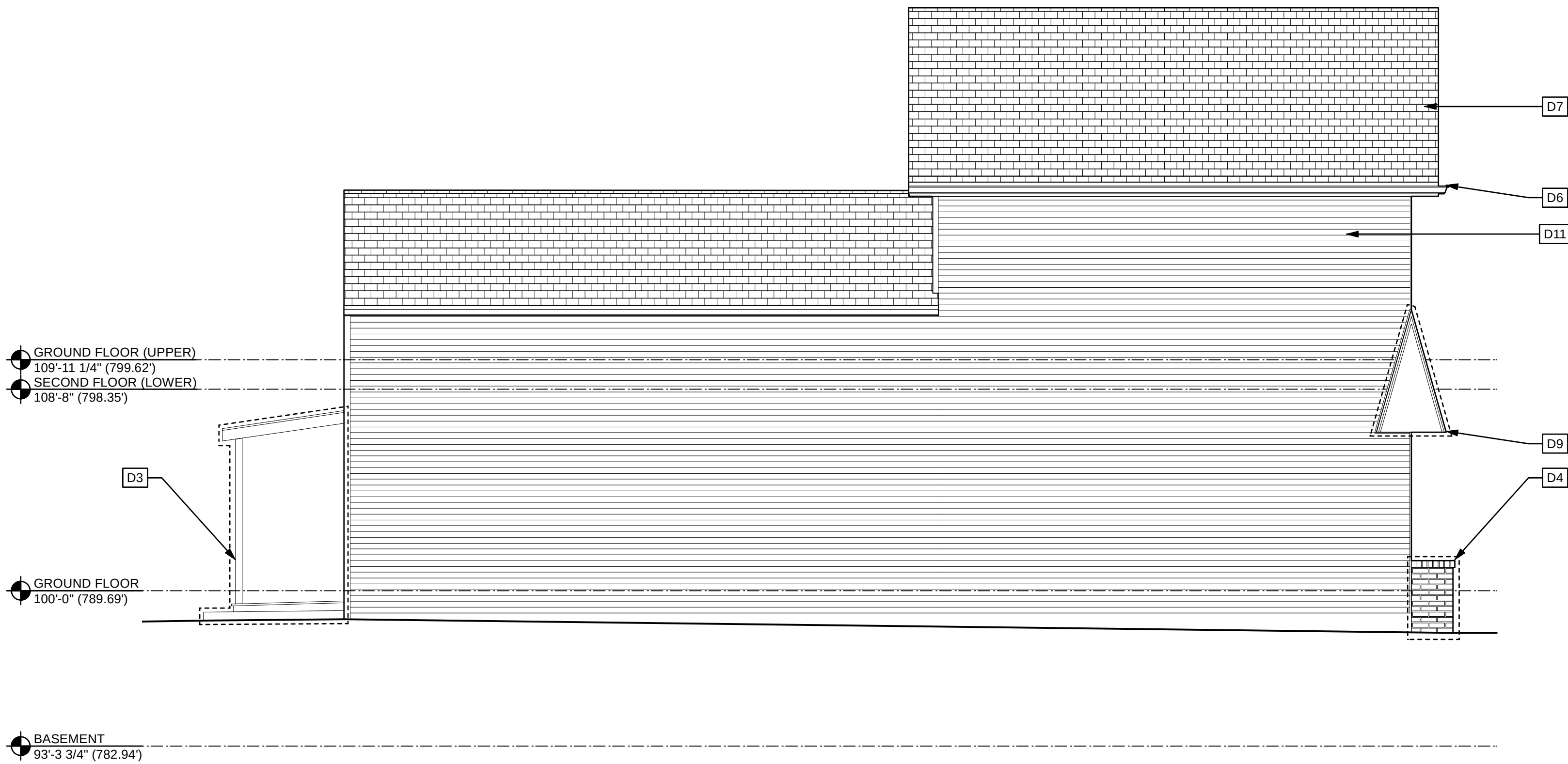
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2 EAST ELEVATION - EXISTING

D3.1 0 2 4 SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION - EXISTING

D3.1 0 2 4 SCALE: 1/4" = 1'-0"

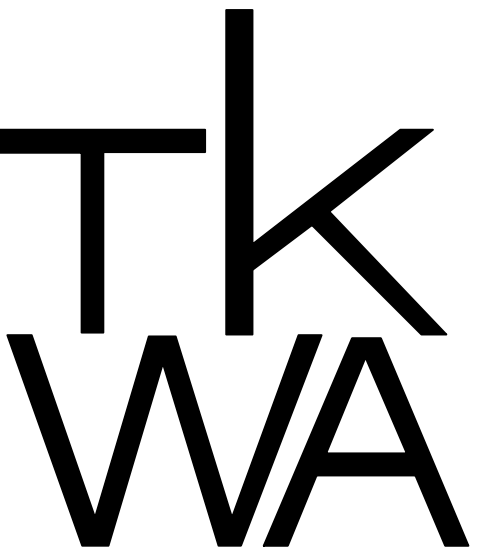
- DEMO PLAN KEYED NOTES**
- GENERAL NOTES: DEMOLISH WALL, FLOOR, DOOR, AND WINDOW SHOWN DASHED.
- D1 NOT USED
- D2 DEMOLISH EXISTING BASEMENT ACCESS DOOR, WALLS AND STAIRS.
- D3 DEMOLISH REAR STOOP AND ROOF.
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- D5 NOT USED
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- D11 DEMOLISH ALL VINYL SIDING, BOARD AND BATTEN WOOD SIDING, ALUMINUM SOFFITS AND ALUMINUM FASCIAS. SEE PROPOSED ELEVATIONS REGARDING EXISTING WOOD LAP SIDING CONCEALED BENEATH EXTERIOR SIDING.
- D12 DEMOLISH WINDOW
- D13 DEMOLISH DOOR

WALL NOTES:

1) XXXX

SYMBOL KEY

- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW DOOR
- DOOR TAG (SEE A8.0)
- XXX
000 ROOM NAME & NUMBER
- 8 STRUCTURAL GRID LINE
- 0
A0.0 WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)
- X WALL TYPE (SEE A5.0)
- 0
A0.0 INTERIOR ELEVATION TAG (SEE A7.0)
- 1 WINDOW TAG (SEE A8.1)



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PROJECT

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SHEET TITLE

**EXISTING
ELEVATIONS**

SHEET NUMBER

D3.1

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PLAN KEYED NOTES

GENERAL NOTES: --

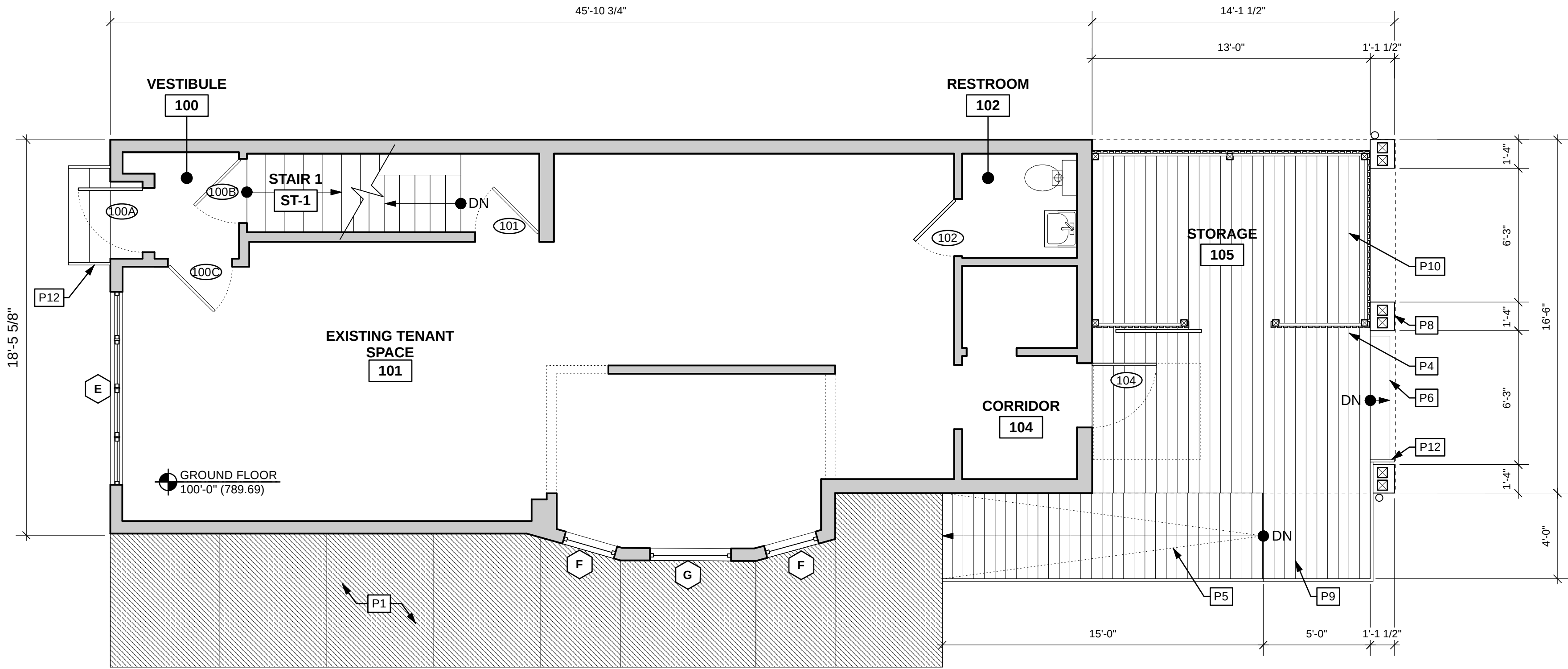
- P1** NEW CONCRETE SIDEWALK. SEE PATTERN SHOWN AT FLOOR PLAN. SLOPED TOWARDS THE WEST.
- P2** NOT USED
- P3** WALL SCNCE (TYP)
- P4** STORAGE ENCLOSURE. SEE DETAIL XXX.X.
- P5** ADA ACCESSIBLE, PRESSURE TREATED WOOD FRAMED RAMP. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS. PROVIDE PAINTED STEEL HANDRAILS.
- P6** PRESSURE TREATED WOOD FRAMED STAIR PER STRUCTURAL. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
- P7** CAST-IN-PLACE CONCRETE INFILL WALL PER STRUCTURAL. PROVIDE WATERPROOFING AT EXTERIOR FACE OF WALL.
- P8** CAST-IN-PLACE CONCRETE PIER FOUNDATIONS PER STRUCTURAL.
- P9** PRESSURE TREATED WOOD FRAMED LANDING PER STRUCTURAL WITH PAINTED STEEL HANDRAILS. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
- P10** PRESSURE TREATED WOOD FRAMED DECK PER STRUCTURAL. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS.
- P11** NOT USED
- P12** PAINTED STEEL HANDRAIL, BLACK.
- P13** RAIL-FX RFX400 SURFACE-MOUNT CABLE RAIL SYSTEM. FINISH: BLACK.
- P14** EXISTING HARDWOOD FLOORING. REPAIR AS NECESSARY.
- P15** NOT USED
- P16** REPLACE ASPHALT SHINGLE ROOFING SYSTEM DOWN TO EXISTING SHEATHING. REPAIR SHEATHING AS REQUIRED. PROVIDE OWENS CORNING DESIGNER SUMMIT HARVEST ARCHITECTURAL ROOFING SHINGLES OVER GAF DECK ARMOR. PROVIDE ICE AND WATER SHIELD AT EAVES AND VALLEYS. PROVIDE APPROPRIATE FLASHINGS / DRIPS. PROVIDE SHINGLE-OVER ROLL RIDGE VENT (LOW PROFILE) FOR THE ENTIRE LENGTH OF RIDGE.
- P17** PROVIDE STEEL 24 GAUGE 6" HALF ROUND GUTTERS WITH STEEL 24 GAUGE 4" ROUND GUTTERS.
- P18** PROVIDE BLACK EPDM ROOFING SYSTEM
- P19** NOT USED
- P20** REPAIR ORIGINAL SIDING WHERE INTACT AND NOT BEYOND REPAIR. REPLACE DETERIORATED BOARDS WITH WOOD SIDING TO MATCH EXISTING PROFILE, PRIMED ON ALL SIDES. PATCH SIDING AT FORMER OPENINGS TO MATCH EXISTING, FEATHER IN BOARDS AT OPENING TO STAGGER JOINTS IN SIDING.
- P21** SEE FLOOR PLAN FOR DOOR TYPE.
- P22** SEE FLOOR PLAN FOR WINDOW TYPE.
- P23** PROVIDE AERATIS CUSTOM SHUTTERS WITH OPERABLE FUNCTION. PAINTED. PROVIDE SHUTTER DOG TO HOLD SHUTTER IN OPEN POSITION.
- P24** STOREFRONT CORNICE
- P25** BLADE SIGN

WALL NOTES:

1) XXXX

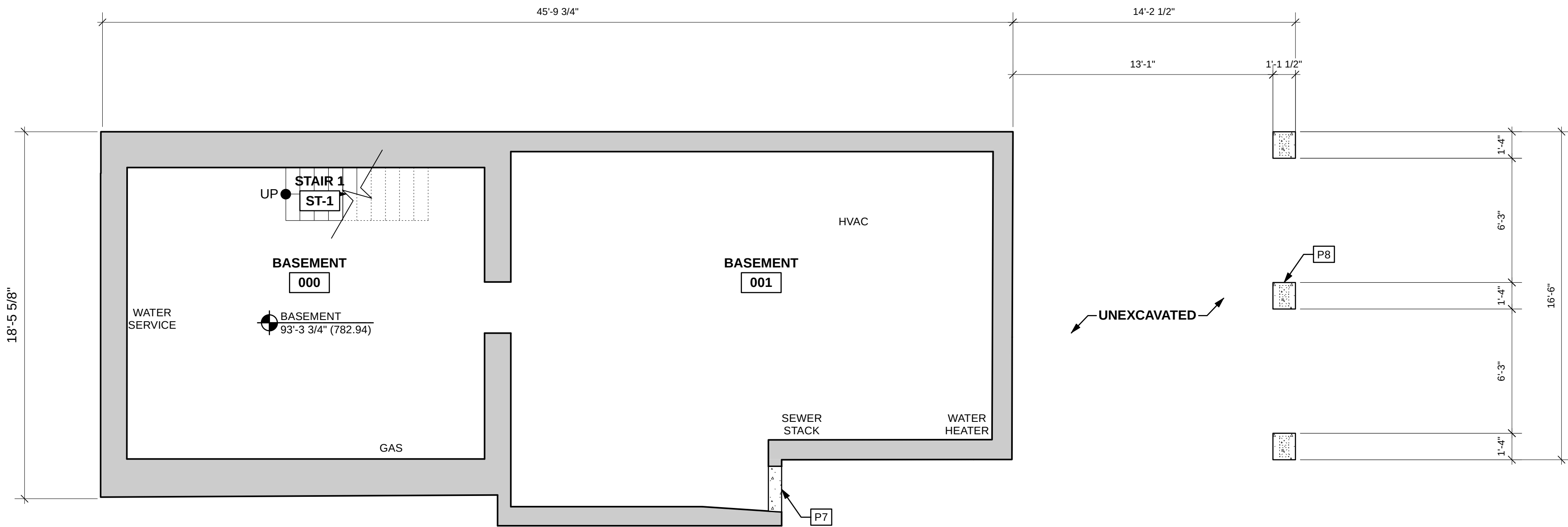
SYMBOL KEY

- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW DOOR
- DOOR TAG (SEE A8.0)
- ROOM NAME & NUMBER
- STRUCTURAL GRID LINE
- WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)
- WALL TYPE (SEE A5.0)
- INTERIOR ELEVATION TAG (SEE A7.0)
- WINDOW TAG (SEE A8.1)



1 FIRST FLOOR PLAN - PROPOSED

A1.0 SCALE: 1/4" = 1'-0"



EXISTING FLOOR HEIGHTS
BASEMENT = 789.94'
FIRST FLOOR = 789.69'
SECOND FLOOR (LOWER) = 798.35'
SECOND FLOOR (UPPER) = 799.62'

1 BASEMENT FLOOR PLAN - PROPOSED

A1.0 SCALE: 1/4" = 1'-0"

PLAN KEYED NOTES

GENERAL NOTES: --

- P1** NEW CONCRETE SIDEWALK, SEE PATTERN SHOWN AT FLOOR PLAN. SLOPED TOWARDS THE WEST.
- P2** NOT USED
- P3** WALL SCONCE (TYP.)
- P4** STORAGE ENCLOSURE, SEE DETAIL XXX.X.
- P5** ADA ACCESSIBLE, PRESSURE TREATED WOOD FRAMED RAMP, PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS. PROVIDE PAINTED STEEL HANDRAILS.
- P6** PRESSURE TREATED WOOD FRAMED STAIR PER STRUCTURAL, PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
- P7** CAST-IN-PLACE CONCRETE INFILL WALL PER STRUCTURAL. PROVIDE WATERPROOFING AT EXTERIOR FACE OF WALL.
- P8** CAST-IN-PLACE CONCRETE PIER FOUNDATIONS PER STRUCTURAL.
- P9** PRESSURE TREATED WOOD FRAMED LANDING PER STRUCTURAL WITH PAINTED STEEL HANDRAILS, PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
- P10** PRESSURE TREATED WOOD FRAMED DECK PER STRUCTURAL, PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS.
- P11** NOT USED
- P12** PAINTED STEEL HANDRAIL, BLACK.
- P13** RAIL-FX RFX400 SURFACE-MOUNT CABLE RAIL SYSTEM. FINISH: BLACK.
- P14** EXISTING HARDWOOD FLOORING. REPAIR AS NECESSARY.
- P15** NOT USED
- P16** REPLACE ASPHALT SHINGLE ROOFING SYSTEM DOWN TO EXISTING SHEATHING. REPAIR SHEATHING AS REQUIRED. PROVIDE OWENS CORNING DESIGNER SUMMIT, HARVEST ARCHITECTURAL ROOFING SHINGLES OVER GAF DECK ARMOR. PROVIDE ICE AND WATER SHIELD AT EAVES AND VALLEYS. PROVIDE APPROPRIATE FLASHINGS / DRIPS. PROVIDE SHINGLE-OVER ROLL RIDGE VENT (LOW PROFILE) FOR THE ENTIRE LENGTH OF RIDGE.
- P17** PROVIDE STEEL 24 GAUGE 6" HALF ROUND GUTTERS WITH STEEL 24 GAUGE 4" ROUND GUTTERS.
- P18** PROVIDE BLACK EPDM ROOFING SYSTEM
- P19** NOT USED
- P20** REPAIR ORIGINAL SIDING WHERE INTACT AND NOT BEYOND REPAIR. REPLACE DETERIORATED BOARDS WITH WOOD SIDING TO MATCH EXISTING PROFILE, PRIMED ON ALL SIDES. PATCH SIDING AT FORMER OPENINGS TO MATCH EXISTING, FEATHER IN BOARDS AT OPENING TO STAGGER JOINTS IN SIDING.
- P21** SEE FLOOR PLAN FOR DOOR TYPE.
- P22** SEE FLOOR PLAN FOR WINDOW TYPE.
- P23** PROVIDE AERATIS CUSTOM SHUTTERS WITH OPERABLE FUNCTION, PAINTED. PROVIDE SHUTTER DOG TO HOLD SHUTTER IN OPEN POSITION.
- P24** STOREFRONT CORNICE
- P25** BLADE SIGN

WALL NOTES:

- 1) XXXX

SYMBOL KEY

- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW DOOR
- DOOR TAG (SEE A8.0)
- ROOM NAME & NUMBER
- STRUCTURAL GRID LINE
- WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)
- WALL TYPE (SEE A5.0)
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PRELIMINARY
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CONSTRUCTION

REVISIONS

DATE

JUNE 26, 2024

PROJECT NUMBER

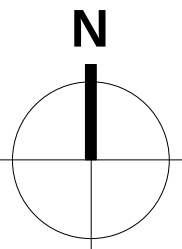
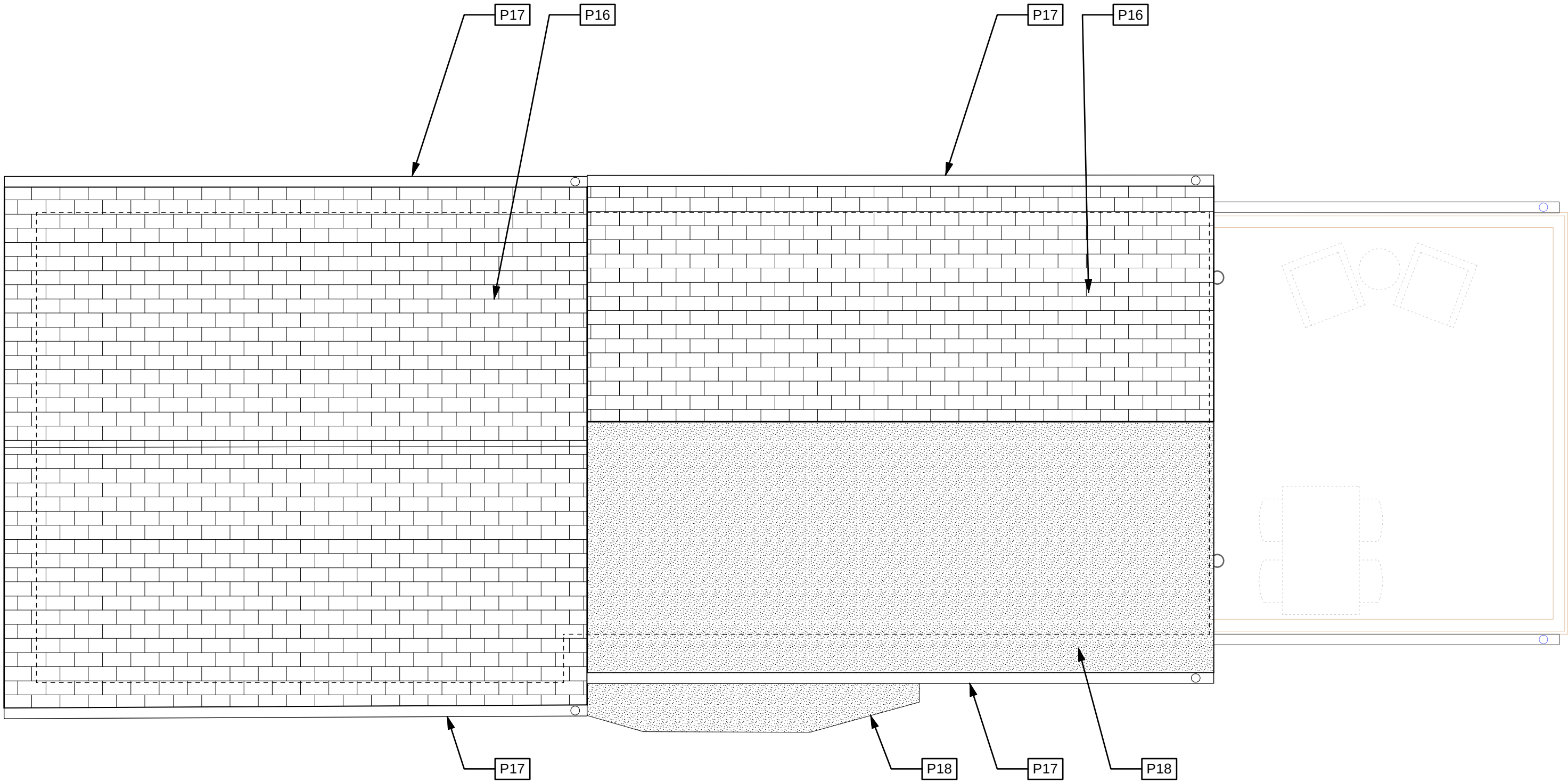
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SHEET TITLE

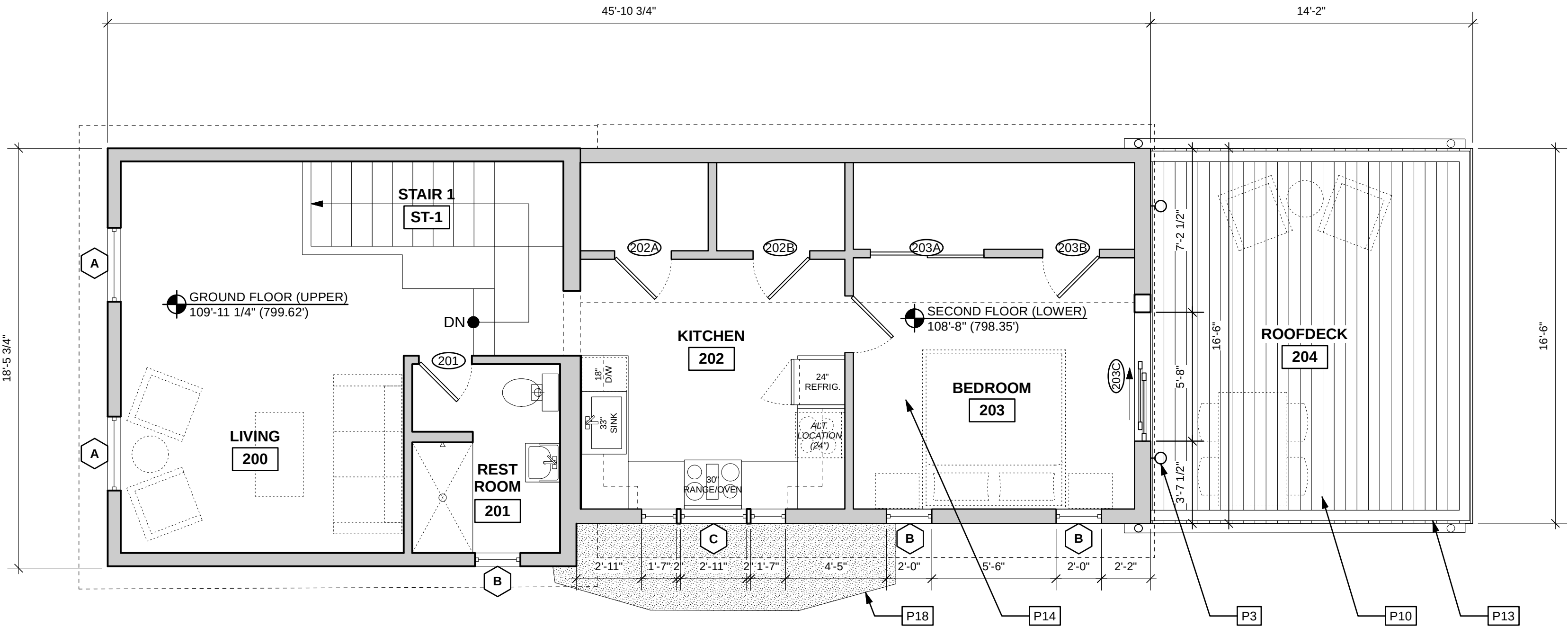
BUILDING
PLANS -
EXISTING

SHEET NUMBER

A1.1

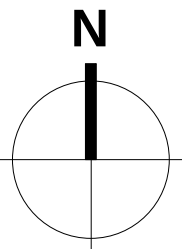


1 ROOF PLAN - PROPOSED
A1.1 SCALE: 1/4" = 1'-0"



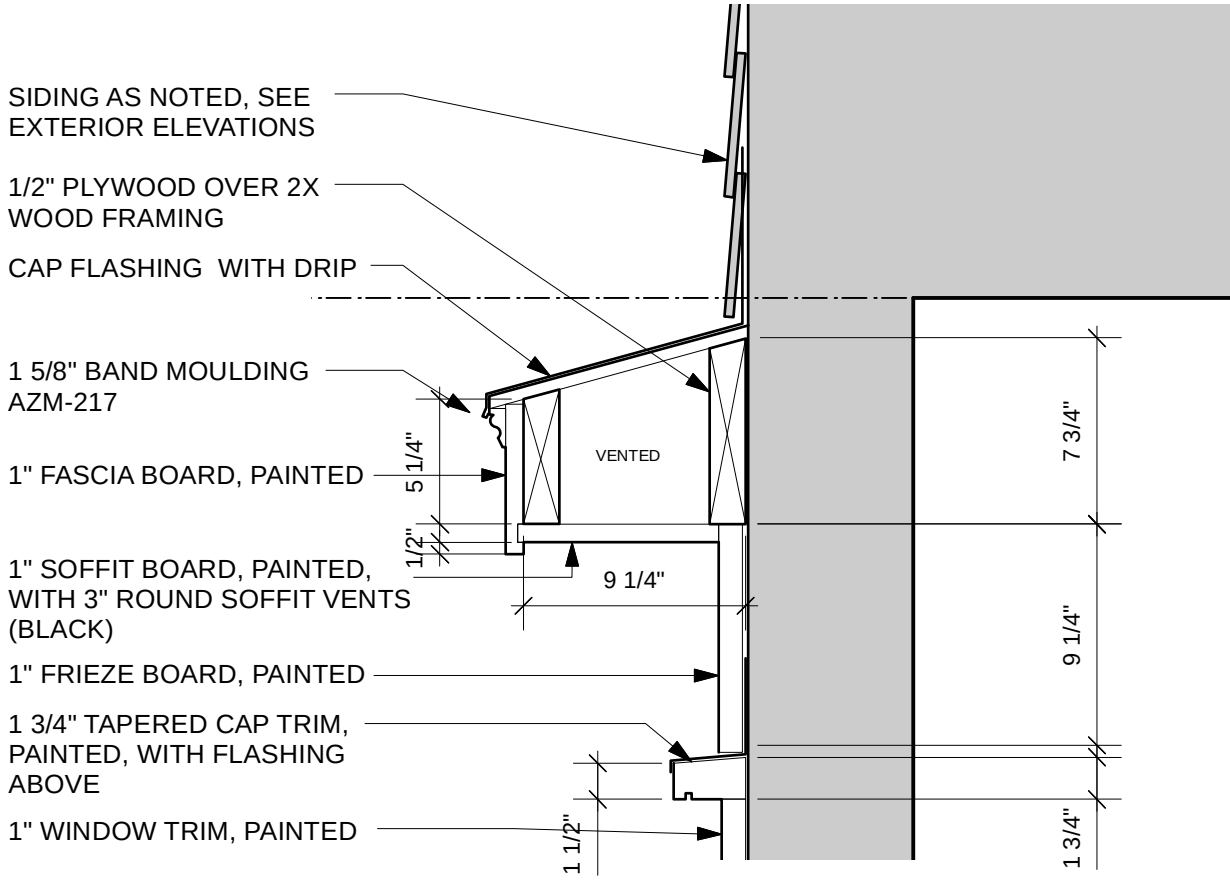
EXISTING FLOOR HEIGHTS
BASEMENT = 789.94'
FIRST FLOOR = 789.69'
SECOND FLOOR (LOWER) = 798.35'
SECOND FLOOR (UPPER) = 799.62'

1 SECOND FLOOR PLAN - PROPOSED
A1.1 SCALE: 1/4" = 1'-0"

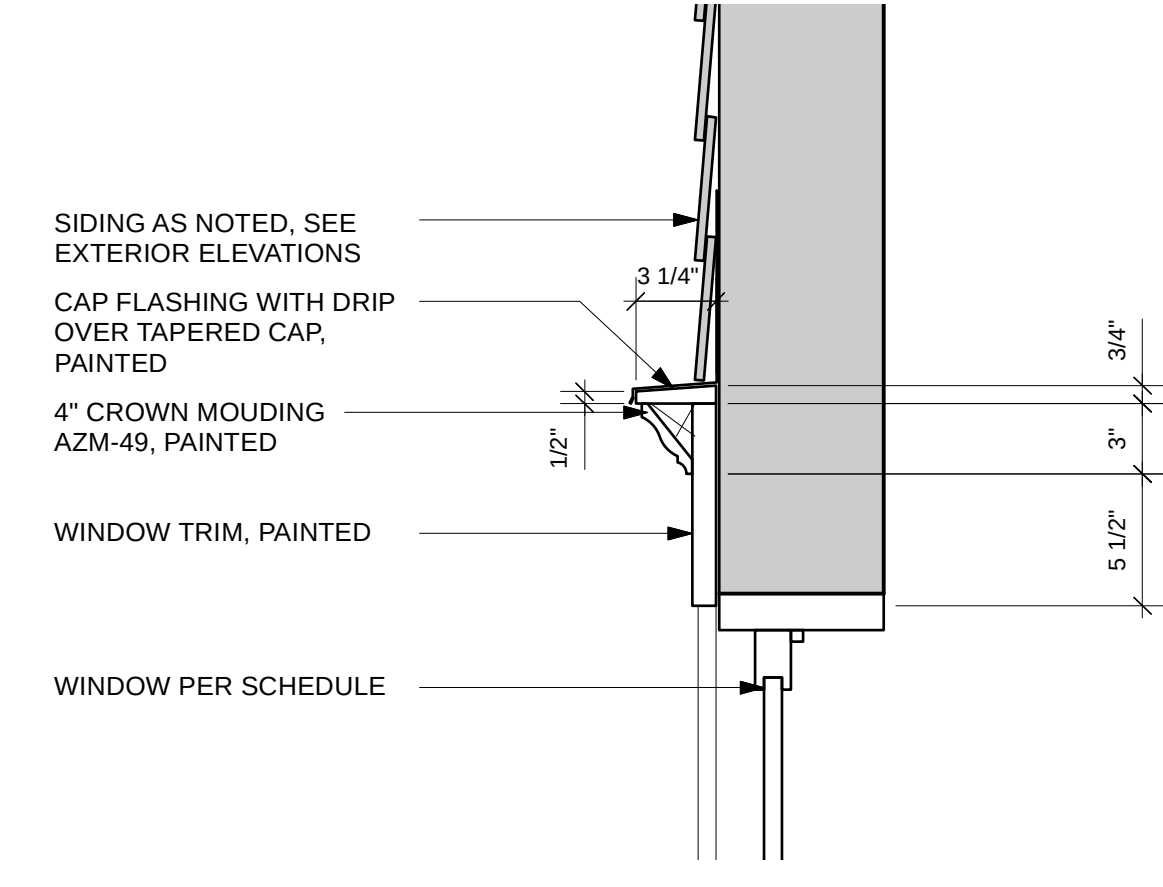




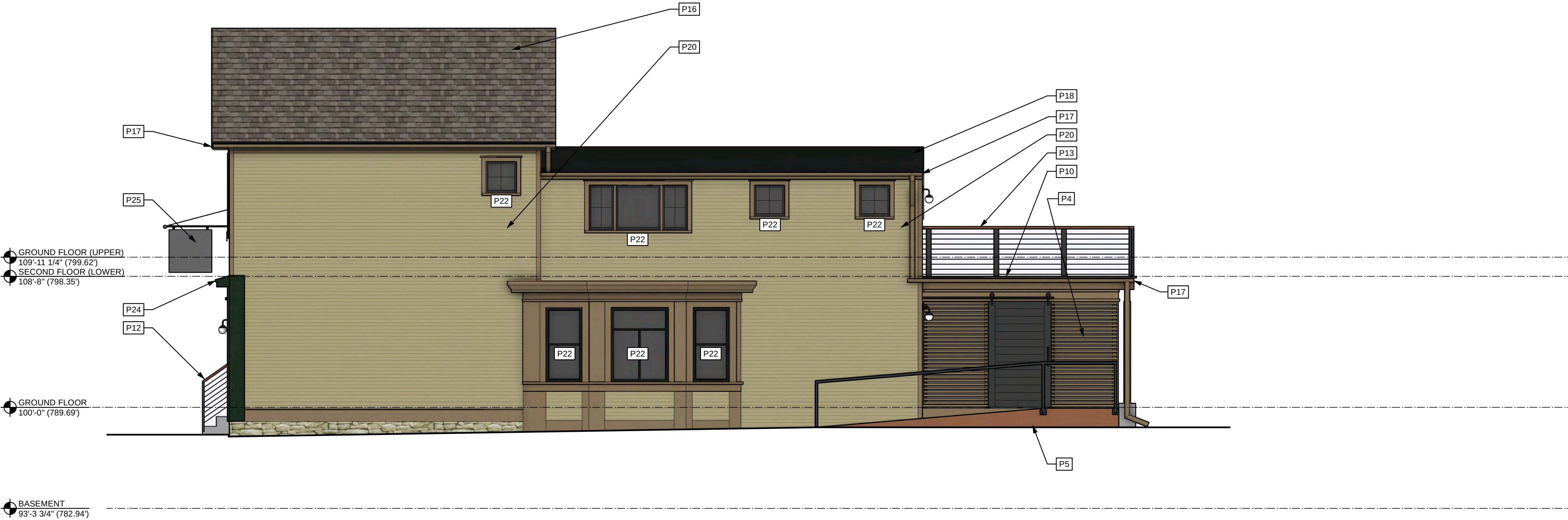
2 WEST ELEVATION - PROPOSED
A3.0 0 2 4 SCALE: 1/4" = 1'-0"



3 CORNICE DETAIL
A3.0 0 2 4 SCALE: 1/4" = 1'-0"



2 WINDOW CROWN DETAIL
A3.0 0 2 4 SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION - PROPOSED
A3.0 0 2 4 SCALE: 1/4" = 1'-0"

- PLAN KEYED NOTES**
- GENERAL NOTES: --
- P1 NEW SIDEWALK
 - P2 NOT USED
 - P3 WALL SCENCE (TYP.)
 - P4 STORAGE ENCLOSURE. SEE DETAIL X/X.X.
 - P5 ADA ACCESSIBLE, PRESSURE TREATED WOOD FRAMED, RAMP WITH PAINTED STEEL HANDRAILS.
 - P6 PRESSURE TREATED WOOD FRAMED STAIR PER STRUCTURAL. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
 - P7 CAST-IN-PLACE CONCRETE INFILL WALL
 - P8 CAST-IN-PLACE CONCRETE PIER FOUNDATIONS PER STRUCTURAL.
 - P9 PRESSURE TREATED WOOD FRAMED LANDING PER STRUCTURAL WITH PAINTED STEEL HANDRAILS. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
 - P10 PRESSURE TREATED WOOD FRAMED DECK PER STRUCTURAL. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS.
 - P11 NOT USED
 - P12 PAINTED STEEL HANDRAIL, BLACK.
 - P13 RAIL-FX RFX400 SURFACE-MOUNT CABLE RAIL SYSTEM.
 - P14 EXISTING HARDWOOD FLOORING. REPAIR AS NECESSARY.
 - P15 NOT USED
 - P16 REPLACE ASPHALT SHINGLE ROOFING SYSTEM DOWN TO EXISTING SHEATHING. REPAIR SHEATHING AS REQUIRED. PROVIDE ARCHITECTURAL SHINGLE OVER GAF DECK ARMOR. PROVIDE ICE AND WATER SHIELD AT EAVES AND VALLEYS. PROVIDE APPROPRIATE FLASHINGS / DRIPS. PROVIDE SHINGLE-OVER ROLL RIDGE VENT (LOW PROFILE) FOR THE ENTIRE LENGTH OF RIDGE.
 - P17 PROVIDE STEEL 24 GAUGE 6" HALF ROUND GUTTERS WITH STEEL 24 GAUGE 4" ROUND GUTTERS.
 - P18 PROVIDE BLACK EPDM ROOFING SYSTEM
 - P19 NOT USED
 - P20 RETAIN EXISTING WOOD LAP SIDING (BENEATH VINYL). REPLACE MISSING OR DETERIORATED WOOD LAP SIDING IN-KIND, WITH PAINTED WOOD SIDING AND MATCHING EXPOSURE. REMAINING SIDING TO BE PREPPED - LOOSE PAINT TO BE SCRAPPED AND HAND SANDED TO THE NEXT SOUND LAYER OF PAINT. PRIME AND PAINT ALL EXTERIOR SIDING. COLORS PER MATERIAL SAMPLE BOARD FROM THE SHERWIN WILLIAMS 'HISTORIC EXTERIOR'.
 - P21 PROVIDE ALUMINUM CLAD WOOD EXTERIOR DOORS. SEE FLOOR PLAN FOR DOOR TYPE.
 - P22 SEE FLOOR PLAN FOR WINDOW TYPE.
 - P23 CUSTOM PAINTED WOOD, OPERABLE SHUTTER WITH SHUTTER DOG
 - P24 STOREFRONT CORNICE
 - P25 BLADE SIGN

WALL NOTES:

1) XXXX

SYMBOL KEY

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- NEW WALL
- EXISTING DOOR
- NEW DOOR
- DOOR TAG (SEE A8.0)
- ROOM NAME & NUMBER
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THE KUBALA WASHATKO ARCHITECTS, INC.
W61 N617 MEQUON AVENUE
CEDARBURG, WI 53012
P: 262.377.6039 | F: 262.377.2954

PROJECT
**FIX
PROPERTY
REHABILITATION AND
RAMP/DECK ADDITION**

W62 N596 WASHINGTON AVE
CEDARBURG, WI 53012

OWNER
ERIC AND JACKIE FIX
10911 W PIONEER RD
MEQUON, WI 53097

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

DATE
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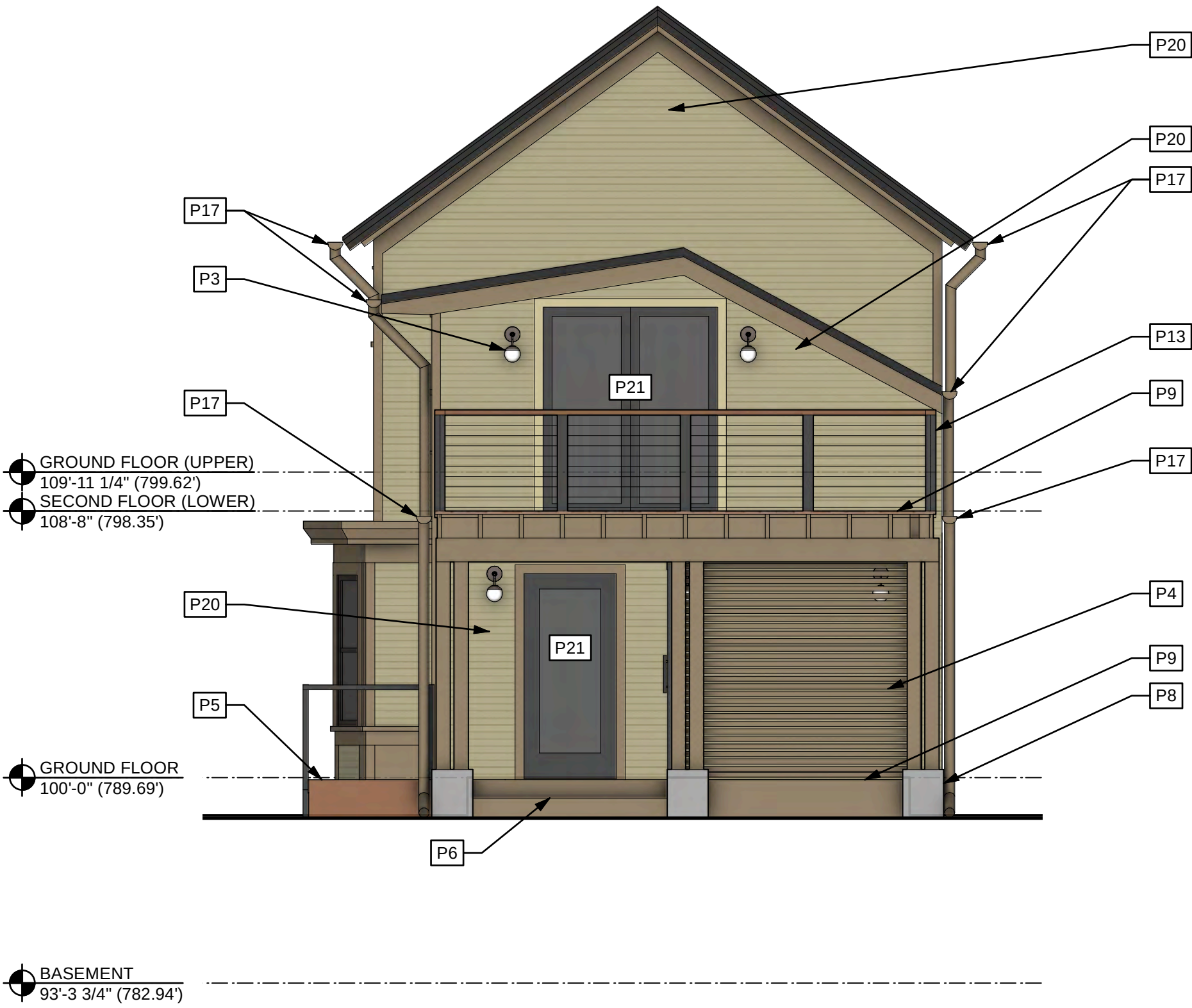
SHEET TITLE

**PROPOSED
ELEVATIONS**

SHEET NUMBER

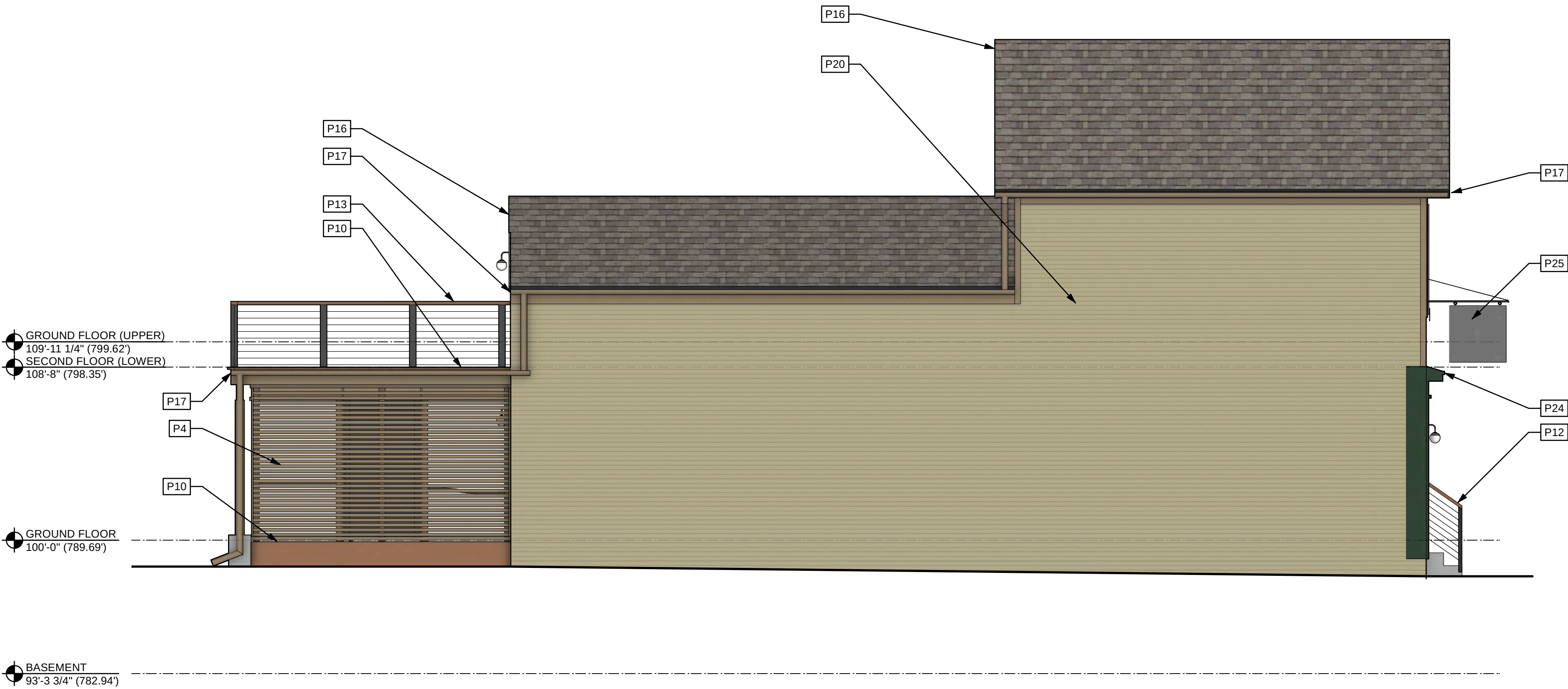
A3.0

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2 EAST ELEVATION - PROPOSED

A3.1 0 2 4 SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION - PROPOSED

A3.1 0 2 4 SCALE: 1/4" = 1'-0"

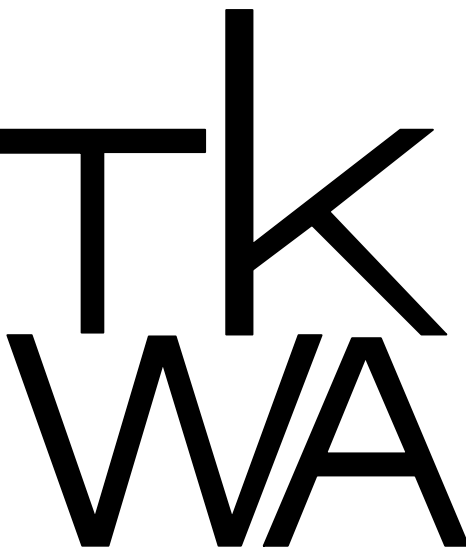
PLAN KEYED NOTES	
GENERAL NOTES: --	
P1	NEW SIDEWALK
P2	NOT USED
P3	WALL SCONCE (TYP.)
P4	STORAGE ENCLOSURE. SEE DETAIL X/X.X.
P5	ADA ACCESSIBLE, PRESSURE TREATED WOOD FRAMED, RAMP WITH PAINTED STEEL HANDRAILS.
P6	PRESSURE TREATED WOOD FRAMED STAIR PER STRUCTURAL. PROVIDE 1" THICK TIMBER TECH VINTAGE COLLECTION, MAHOGANY W/ CONCEALED FASTENERS AT TREADS AND RISERS.
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P23	CUSTOM PAINTED WOOD, OPERABLE SHUTTER WITH SHUTTER DOG
P24	STOREFRONT CORNICE
P25	BLADE SIGN

WALL NOTES:

1) XXXX

SYMBOL KEY

	EXISTING WALL
	NEW WALL
	EXISTING DOOR
	NEW DOOR
	DOOR TAG (SEE A8.0)
	ROOM NAME & NUMBER
	STRUCTURAL GRID LINE
	WALL OR BUILDING SECTION (SEE DESIGNATED SHEETS)
	WALL TYPE (SEE A5.0)
	INTERIOR ELEVATION TAG (SEE A7.0)
	WINDOW TAG (SEE A8.1)



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FIX
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REHABILITATION AND
RAMP/DECK ADDITION

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OWNER

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SHEET TITLE

PROPOSED
ELEVATIONS

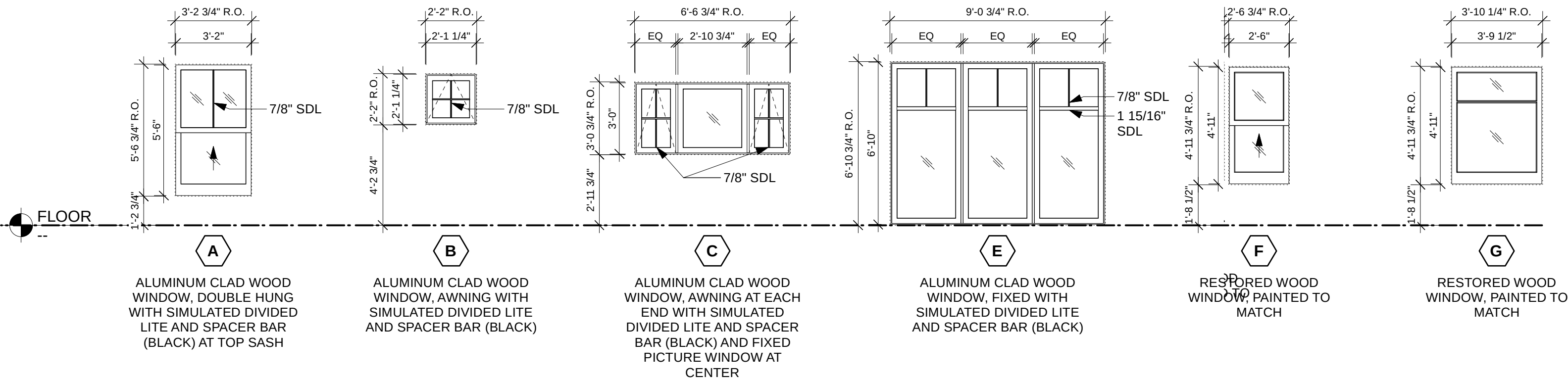
SHEET NUMBER

A3.1

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WINDOW TYPES

Scale: 1/4" = 1'-0"



WINDOW SCHEDULE

WINDOW TYPE	MANUFACTURER	SERIES/ TYPE	MASONRY OPENING / ROUGH OPENING	GLAZING	DETAILS			SCHEDULE NOTES
					HEAD	JAMB	SILL	
A	MARVIN	--	SEE TYPE	CLEAR	--	--	--	1
B	MARVIN	--	SEE TYPE	CLEAR	--	--	--	1
C	MARVIN	--	SEE TYPE	CLEAR	--	--	--	1
E	MARVIN	--	SEE TYPE	CLEAR	--	--	--	1
F	EXISTING	--	SEE TYPE	CLEAR	--	--	--	2
G	EXISTING	--	SEE TYPE	CLEAR	--	--	--	2
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SCHEDULE NOTES:

1. NEW WINDOWS TO BE ALUMINUM CLAD WOOD WINDOWS - MARVIN ULTIMATE DOUBLE HUNG G2 OR EQUAL, PREFINISHED EXTERIOR COLOR 'BRONZE', STAINED INTERIOR WOOD FINISH TBD

2. RESTORED WOOD WINDOWS TO BE PAINTED EXTERIOR COLOR TO MATCH ALUMINUM CLAD WINDOWS, STAINED INTERIOR WOOD FINISH TBD

GENERAL WINDOW NOTES:

A. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD.

B. GLASS (SEE SPECIFICATIONS)

C. PROVIDE SAFETY GLAZING WHERE REQUIRED BY CODE.

GLASS KEY

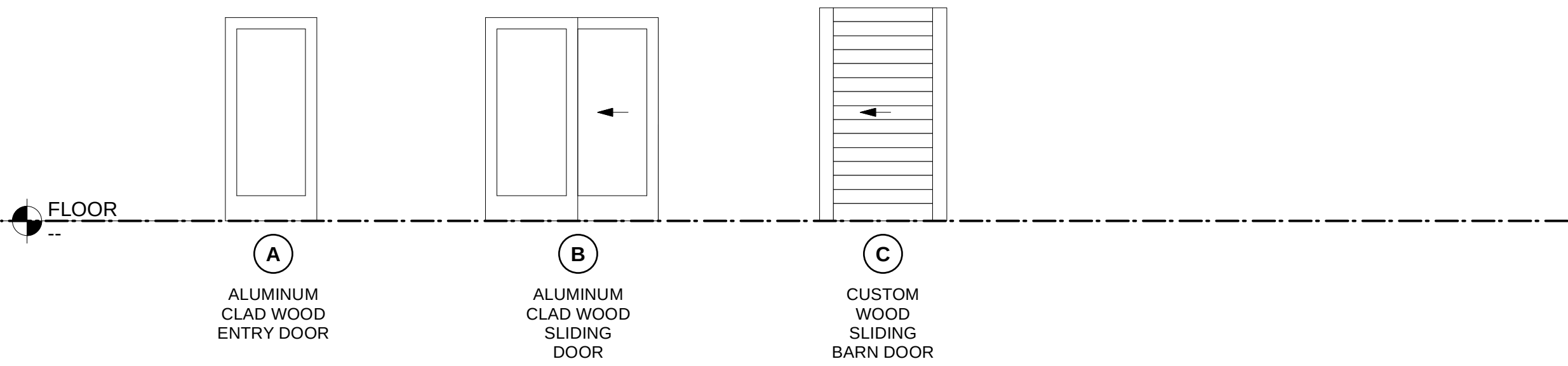
IG 1" INSULATED GLASS UNITS

ISG 1" INSULATED SAFETY GLASS

* SAFETY GLAZING PER 2406.4, .3, .6, AND .7

DOOR TYPES

Scale: 1/4" = 1'-0"



DOOR SCHEDULE

LOCATION			DOOR							FRAME					INFORMATION		
DOOR No.	ROOM NAME OR DESCRIPTION	ROOM No.	SIZE		1 3/4" THICK UNLESS NOTED	DOOR TYPE	MATERIAL	FINISH	GLAZING	TYPE	MAT.	DETAIL NO.			LABEL	HDWR GROUP	SCHEDULE NOTES
			WIDTH	HEIGHT								HEAD	JAMB	SILL			
100A	VESTIBULE	100	3'-0"	6'-8"	--	A	ALUM/WOOD	PNT/STN	CLEAR	1	WOOD	--	--	--	--	--	1, 2, 4
100B	◀								EXISTING TO REMAIN								▶
100C	◀								EXISTING TO REMAIN								▶
101	◀								EXISTING TO REMAIN								▶
102	◀								EXISTING TO REMAIN								▶
104	CORRIDOR	104	3'-0"	6'-8"	--	A	ALUM/WOOD	PNT/STN	CLEAR	1	WOOD	--	--	--	--	--	1, 2, 3
105	STORAGE	105	4'-2"	7'-0"	--	C	WOOD	STN	N/A	--	--	--	--	--	--	--	1
201	◀								EXISTING TO REMAIN								▶
202A	◀								EXISTING TO REMAIN								▶
202B	◀								EXISTING TO REMAIN								▶
203A	◀								EXISTING TO REMAIN								▶
203B	◀								EXISTING TO REMAIN								▶
203C	BEDROOM	203	5'-8"	6'-8"	--	B	ALUM/WOOD	PNT/STN	CLEAR	1	WOOD	--	--	--	--	--	1, 2, 3

DOOR SCHEDULE NOTES:

1. DOOR TO BE ALUMINUM CLAD WOOD WINDOWS - MARVIN OR EQUAL, PREFINISHED EXTERIOR COLOR 'BRONZE', STAINED INTERIOR WOOD FINISH TBD

2. EXTERIOR HARDWARE TO HAVE BLACK FINISH

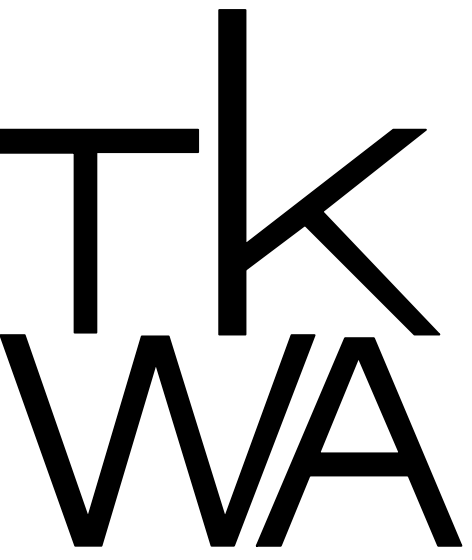
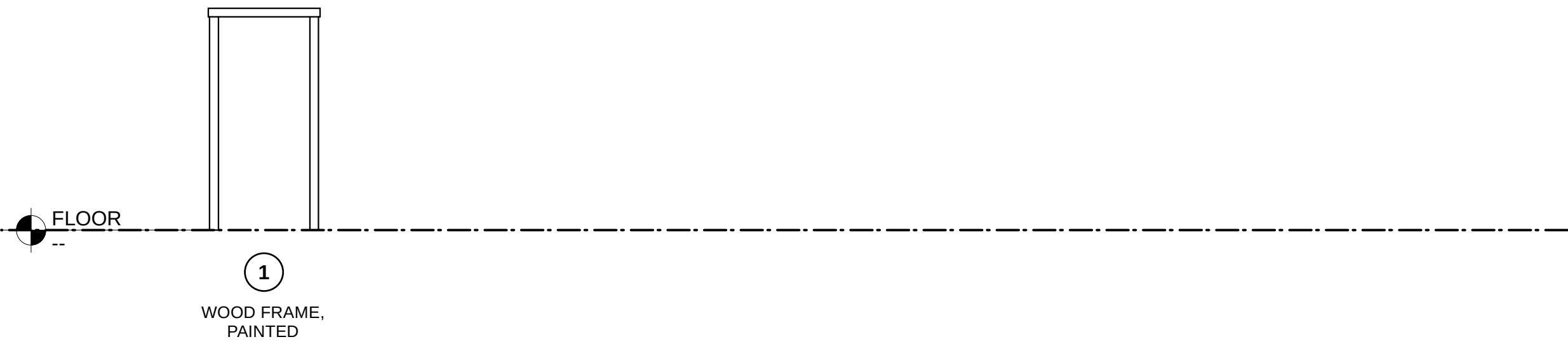
INTERIOR HARDWARE TO MATCH EXISTING FINISH

3. PAINTED FINISH TO MATCH NEW WINDOWS, MARVIN BRONZE

4. PAINTED FINISH TO MATCH SHERWIN WILLIAMS, TRUEPENNY - SW 6355

FRAME TYPES

Scale: 1/4" = 1'-0"



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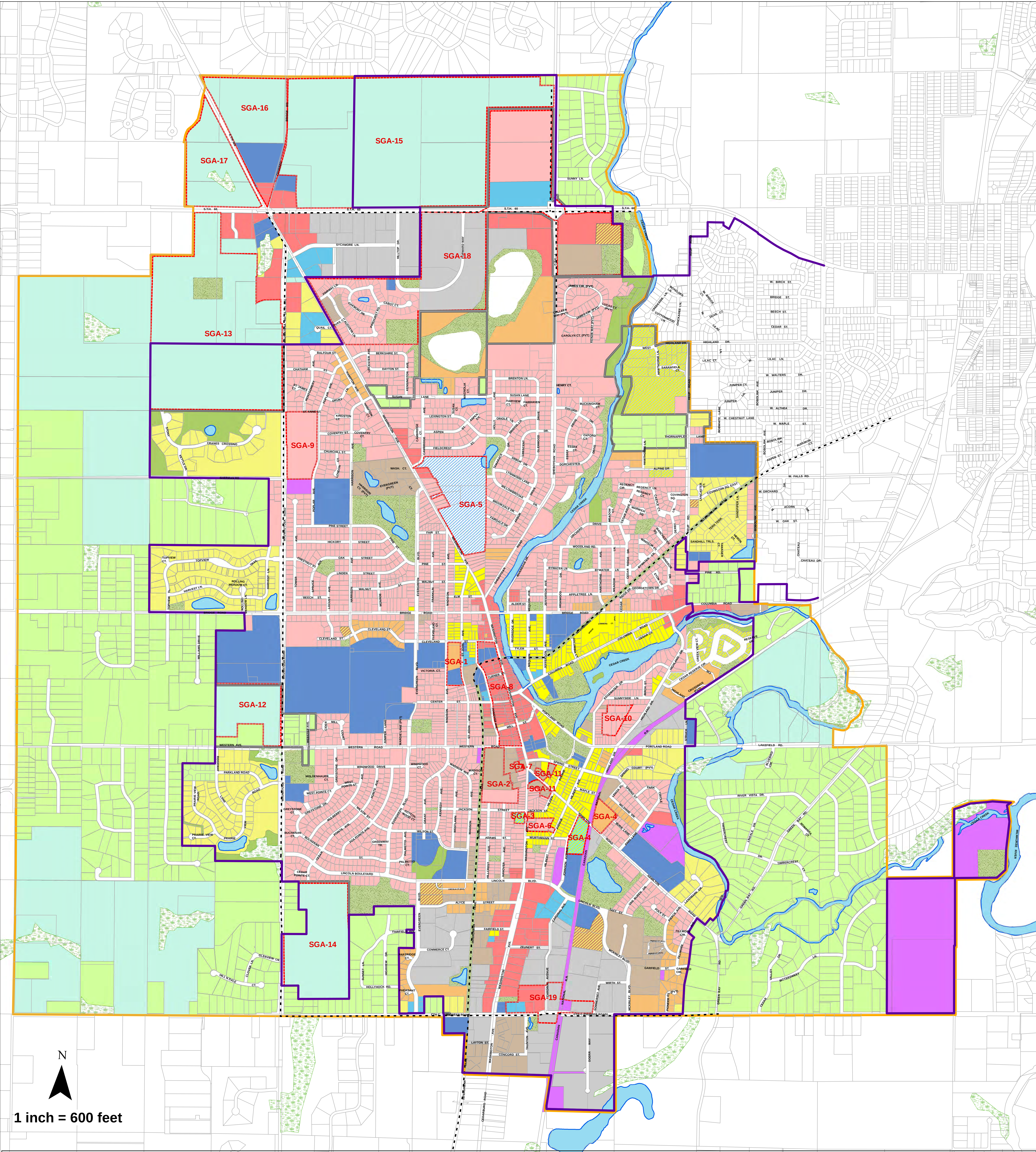
WINDOW
AND DOOR
TYPES

SHEET NUMBER

A8.1

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CITY OF CEDARBURG 2025 LAND USE PLAN



OUTLINE

UPDATE to Smart Growth Comprehensive Land Use Plan-2025

Plan Commission meetings

AUGUST 2024 – SEPTEMBER 2024

- Chapter 2 Housing – Review and Consider Draft Updates
- Smart Growth Areas 5, 9, 13, and 15 through 18 - Review and Consider Updates
- Identify any new Smart Growth Areas to be added north of Bridge Road
- Contract for Housing Study/Report
- Contract for Traffic Planning and Access Study

SEPTEMBER 2024 – OCTOBER 2024

- Chapter 2 Housing – Review and Consider Draft Updates
- Smart Growth Areas 5, 9, 13, and 15 through 18 - Review and Consider Updates
- Smart Growth Areas 1-4, 6-12, and 14 - Review and Consider Updates
- Identify any new Smart Growth Areas to be added south of Bridge Road
- Conducting Housing Study/Report
- Conducting Traffic Planning and Access Study
- Chapter 8 Land Use – Review and Consider Draft Updates

OCTOBER 2024 – NOVEMBER 2024

- Chapter 2 Housing – Review and Consider Draft Updates
- Receive and Consider Findings of the Housing Study/Report
- Smart Growth Areas 5, 9, 13, and 15 through 18 - Review and Consider Updates
- Smart Growth Areas 1-4, 6-12, and 14 - Review and Consider Updates
- Identify any new Smart Growth Areas to be added south of Bridge Road
- Conducting Housing Study/Report
- Conducting Traffic Planning and Access Study
- Chapter 1 Issues and Opportunities – Review and Consider Draft Updates
- Chapter 8 Land Use – Review and Consider Draft Updates

NOVEMBER 2024 – DECEMBER 2024

- Finalize Updates to Chapter 2 Housing
- Smart Growth Areas 1-4, 6-12, and 14 - Review and Consider Updates
- Conducting Traffic Planning and Access Study
- Chapter 1 Issues and Opportunities – Review and Consider Draft Updates

- Chapter 8 Land Use – Review and Consider Draft Updates
- Chapter 3 Transportation - Review and Consider Updates

DECEMBER 2024 – JANUARY 2025

- Receive and Consider Findings of the Traffic Planning and Access Study
- Smart Growth Areas 5, 9, 13, and 15 through 18 - Review and Consider Updates
- Smart Growth Areas 1-4, 6-12, and 14 - Review and Consider Updates
- Chapter 1 Issues and Opportunities – Review and Consider Draft Updates
- Chapter 8 Land Use – Review and Consider Draft Updates
- Chapter 3 Transportation - Review and Consider Updates

JANUARY 2025 – FEBRUARY 2025

- Conduct an open house to share proposed updates based on consensus of Plan Commissioners to date.
- Review and consider feedback received at open house.
- Final Updates to Chapters 1, 3 and 8.
- Recommendation to the Common Council for an Update to The Smart Growth Comprehensive Land Use Plan-2025, to repeal and recreate Chapters 1, 2, 3, and 8 as proposed.

FEBRUARY 2025 – SEPTEMBER 2025

- Chapter 4 Utilities and Community Facilities - Review and Consider Updates
- Chapter 5 Agricultural, Natural and Historical Resources - Review and Consider Updates
- Chapter 6 Economic Development - Review and Consider Updates
- Chapter 7 Intergovernmental Cooperation - Review and Consider Updates
- Chapter 9 Implementation - Review and Consider Updates
- Chapter 10 Summary of Goals and Objectives - Review and Consider Updates

SEPTEMBER 2025 – OCTOBER 2025

- Conduct an open house to share proposed updates based on consensus of Plan Commissioners to date, with respect to Chapters 4-7 and 9-10.
- Review and consider feedback received at open house.
- Final Updates to Chapters 4-7 and 9-10.
- Recommendation to the Common Council for an Update to The Smart Growth Comprehensive Land Use Plan-2025, to repeal and recreate Chapters 4-7 and 9-10.

CHAPTER 2

HOUSING ELEMENT

66.1001(2)(b) Wis. Stat.:

Housing Element. A compilation of objectives, policies, goals, maps and programs of the local governmental unit to provide an adequate housing supply that meets existing and forecasted housing demand in the local governmental unit. The element shall assess the age, structure type, value and occupancy characteristics of the local governmental unit's housing stock. The element shall also identify specific policies and programs that promote the development of housing for residents of the local governmental unit and provide a range of housing choices that meet the needs of persons of all income levels and of all age groups and persons with special needs, policies and programs that promote the availability of land for the development or redevelopment of low-income and moderate income housing, and policies and programs to maintain or rehabilitate the local governmental unit's existing housing stock.

Housing costs, in many cases, represents the largest expenditures an individual will make in their lifetime. Because of the ~~importance~~significance of this investment, the City of Cedarburg undertakes to protect and enhance the existing housing supply and values through effective building, zoning and land use codes ~~while also and~~ promoting new residential growth and development to satisfy anticipated future residential housing demands.

Residential development in the City of Cedarburg has its origins along the downtown Washington Avenue corridor. ~~because of its~~ proximity to Cedar Creek ~~which~~ provided ample water power to support the needs of the initial settlers. Over time, the population of Cedarburg grew slowly and in the 1880's the community began to expand beyond this original corridor in all directions. Post World War II Cedarburg experienced an increase in the rate of housing development unlike any before. ~~leading to~~ Today, where residential uses occupy more land than any other developed land use within the City. This Chapter will focus on identifying the current characteristics of the ~~different forms of the~~ City's housing stock to ensure aid in planning for the designation of adequate lands, in suitable locations, as will ensure that the various housing ~~that the~~ needs of present and future residents, as homeowners or renters, across ~~of~~ all income levels are addressed.

Housing Inventory

Understanding ~~The~~ the number and type of occupied housing units is important in land use and public

facilities planning. Housing directly influences the demand for land as well as the demand for transportation facilities and other public facilities, utilities, and services. Housing tenure information sheds light on how residents live in the community. Occupancy and vacancy characteristics can help indicate if the existing

housing stock is sufficient to meet current and trending demands. According to the US Census ~~and local figures~~, the City of Cedarburg experienced a net increase of 1,490,845 units to its housing stock between ~~1980-2000~~ and 2020~~2006~~. Among occupied units within ~~Of~~ this 20-year increase, 843,780 were single-family ~~homes~~, and 457,400 units were multi-family, ~~including Community Based Residential Facilities~~, and 190~~The number of two-family units appears to have dropped by 194 units. were two-family units.~~ Of the 4,432,543 total occupied housing units existing in ~~202000~~, 2,891,279 or 65.251.4% were owner-occupied and 1,541,232 or 34.842.8% were renter-occupied. ~~This is less than the average as compared to~~ In Ozaukee County, in 2020, ~~where 76.354.2%~~ of the housing units were owner-occupied and 23.740.5% were renter-occupied, ~~but more in line with~~ In the State of Wisconsin for 2020, ~~where 68.44.4%~~ of housing units were owner-occupied ~~housing units~~ and 31.644.6% renter-occupied.

The U.S. Department of Housing and Urban Development has established a minimum target rate for overall unit vacancy of 3% to assure an adequate choice of housing for consumers. ~~An acceptable vacancy rate for owner-occupied housing is 1.5%, while a vacancy rate of 5% is acceptable for renter-occupied units.~~ According to the ~~202000~~ Census data, the City of Cedarburg had a ~~homeowner vacancy rate of 0.8 % and renter~~ overall/combined housing unit vacancy rate of 5.82%, ~~both of which~~ indicating a healthy supply of available housing. This vacancy rate has ~~remained relatively consistent~~ risen slightly in Cedarburg over the last 20 years. ~~as t~~ The owner-occupied overall/combined housing unit vacancy rate in ~~2000~~1980 was 3.50.7% ~~and the vacancy rate for rental units was 5.3%.~~ Table 2.1, Comparison of Housing Occupancy, indicates that the City of Cedarburgs 2020 overall housing unit vacancy rate ~~had an overall vacancy rate of 3.5% in 2000 which is lower than~~ comparable to the rate for Ozaukee County (3.75.3%) ~~and the but substantially lower than the~~ State of Wisconsin (40.210.9%).

Table 2.1: Comparison of Housing Occupancy

	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Occupied Housing Units	4,432	5,123	30,857	37,015	2,084,544	2,428,361
<i>% of Total</i>	96.5%	94.2%	6.3%	94.7%	89.8%	89%
Owner-Occupied	2,891	2,796	23,543	21,172	1,426,361	1,211,592
<i>% of Total</i>	62.9%	51.4%	6.3%	54.2%	68.4%	44.4%
Renter-Occupied	1,541	2,327	7,314	15,843	658,183	1,216,769
<i>% of Total</i>	33.6%	42.8%	7%	40.5%	31.6%	44.6%
Vacant Housing Units	161	315	1,117	2,071	236,600	299,365
<i>% of Total</i>	3.5%	5.8%	1.7%	5.3%	10.2%	10.9%
For Seasonal, Rec. or Occasional	0	11	256	---	142,313	---
<i>% of Total</i>	--	.2%	.8%	---	6.1%	---
TOTAL HOUSING UNITS	4,593	5,438(+18.25%)	32,034	39,086	2,321,144	2,727,726

Source: 2000 and 2020 U.S. Census

Structure Type

In reviewing the structure type (single-family, duplex, multi-family), one is able to get a sense of the physical characteristics of the community's housing stock. According to the 2000 Census, there were a total of ~~4,593~~5,438 housing units in the City of Cedarburg. Of this total, ~~2,946~~3,726 were single-family units, ~~334~~139 two-family dwelling units and ~~1,525~~313 multi-family dwelling units ~~(including CBRFs)~~. When comparing this information to the County and the State, it is apparent that the City of Cedarburg is ~~slightly below average in the single-family category and above average for multi-family development~~quite consistent. In 2000, single-family homes (1-unit detached) made up ~~58.9~~72.7% of Cedarburg's housing stock, while in Ozaukee County single-family homes made up ~~69.6~~74.6% of their housing stock and at the State level single-family homes make up ~~66.0~~72.5% of the housing units. The percentage of ~~3-to-4~~two-family unit structures within the City of Cedarburg at ~~7.7~~2.7% is ~~higher~~lower than that of the County and State at ~~3.3~~4.6% and ~~3.9~~5.8% respectively. Table 2.2 shows that the ~~number~~percentage of residential structures containing 3 or more units ~~structures with 5 to 9 units and those with 10 to 19 units~~ in the City of Cedarburg (29.7%) ~~slightly exceeds~~ the number within the County (25.7%) and State (21.3%) ~~in both categories~~.

Table 2.2 Comparison of Occupied Structure Type

UNITS IN STRUCTURE	City of Cedarburg			Ozaukee County			State of Wisconsin		
	1990	2000	2020	1990	2000	2020	1990	2000	2020
1 Unit, Detached	2,308	2,671	<u>3,433</u>	18,741	22,300	<u>24,463</u>	1,342,230	1,531,612	<u>1,652,182</u>
% of Total	57.2%	58.9%	<u>67%</u>	70.8%	69.6%	<u>66%</u>	65.3%	66.0%	<u>68%</u>
1 Unit, Attached	247	275	<u>293</u>	1,480	2,302	<u>3,197</u>	50,380	77,795	<u>110,824</u>
% of Total	6.1%	6.1%	<u>5.7%</u>	5.6%	7.2%	<u>8.6%</u>	2.5%	3.4%	<u>4.5%</u>
2 Units	301	333	<u>139</u>	1,724	1,817	<u>1,719</u>	197,659	190,889	<u>142,248</u>
% of Total	7.5%	7.3%	<u>2.7%</u>	6.5%	5.7%	<u>4.6%</u>	9.6%	8.2%	<u>5.8%</u>
3-4 Units	258	351	<u>372</u>	710	1,054	<u>1,378</u>	79,582	91,047	<u>83,763</u>
% of Total	6.4%	7.7%	<u>7.3%</u>	2.7%	3.3%	<u>3.7%</u>	3.9%	3.9%	<u>3.4%</u>
5-9 Units	402	382	<u>494</u>	1,604	2,185	<u>3,609</u>	81,331	106,680	<u>127,889</u>
% of Total	10.0%	8.4%	<u>9.6</u>	6.1%	6.8%	<u>9.7%</u>	4.0%	4.6%	<u>5.2%</u>
10-19 Units	239	201	<u>119</u>	1,025	1,153	<u>4,570</u>	67,222	75,456	<u>308,711</u>
% of Total	5.9%	4.4%	<u>2.3%</u>	3.9%	3.6%	<u>12.3%*</u>	3.3%	3.3%	<u>12.7%*</u>
20 or more	226	321	<u>540</u>	749	1,115	---	108,063	143,497	---
% of Total	5.6%	7.1%	<u>10.5%</u>	2.8%	3.5%		5.3%	6.2%	

Source: U.S. Bureau of the Census, 1990, 2000, and 2020 Census

* In 2020 this metric was changed to "10 units or more"

Structure Age

While the age of a structure can often be used to measure a dwelling's condition, in communities like the City of Cedarburg that does not necessarily hold true. In Cedarburg, where historic preservation has been embraced and fostered, the age of the home does not necessarily imply poor condition. These preservation efforts have established Cedarburg's distinctive character and the City has benefited from increased tourism and greatly increased real estate values.

According to Census 202000, of the 4,5935,390 housing units in the City with listed age, 1,3791,656 or 30.230.59% had been built since 199080. This statistic compares to 32.934.04% that occurred in the County and 27.633.2% in the State during the same period. ~~and illustrates the population growth and in-migration that occurred between 1980 and 2000.~~ The City of Cedarburg had about 1428.8% of its housing units constructed prior to 196040. These homes are generally located in closest radiant proximity to downtown Cedarburg ~~which where the earliest, and many~~ historically significant homes, were among the were first developed in the area. Table 2.3 shows a comparison of housing age between the City of Cedarburg, Ozaukee County and the State of Wisconsin.

Table 2.3a. Housing Age Comparison

YEAR STRUCTURE BUILT	City of Cedarburg		Ozaukee County		State of Wisconsin	
	Number	Percent	Number	Percent	Number	Percent
1999 to March 2000	121	2.7%	782	2.4%	50,735	2.2%
1995 to 1998	260	5.7%	2,424	7.6%	170,219	7.3%
1990 to 1994	311	6.9%	3,273	10.2%	168,838	7.3%
1980 to 1989	687	15.2%	4,065	12.7%	249,789	10.8%
1970 to 1979	996	22.0%	6,783	21.2%	391,349	16.9%
1960 to 1969	625	13.8%	4,534	14.2%	276,188	11.9%
1940 to 1959	891	19.7%	5,840	18.2%	470,862	20.3%
1939 or earlier	643	14.2%	4,333	13.5%	543,164	23.4%
TOTAL	4,534	100.0	32,034	100.0	2,321,144	100.0

Source; U.S. Bureau of the Census, 2000 Census

Table 2.3b. Housing Age Comparison

YEAR STRUCTURE BUILT	City of Cedarburg		Ozaukee County		State of Wisconsin	
	Number	Percent	Number	Percent	Number	Percent
2020 and Newer	5	.09%	329	.84%	38,130	1.3%
2000 to 2019	778	14.4%	7,897	20.1%	561,650	20.2%
1990 to 1999	873	16.1%	5,150	13.1%	324,341	11.7%
1980 to 1989	644	11.9%	5,150	13.1%	268,452	9.6%
1970 to 1979	896	16.6%	5,424	13.8%	384,425	13.8%
1960 to 1969	636	11.7%	5,424	13.8%	257,490	9.2%
1940 to 1959	724	13.4%	5,420	13.8%	431,086	15.5%
1939 or earlier	834	15.4%	4,323	11%	504,781	18.2%
TOTAL	5,390		39,117		2,770,355	

Source; U.S. Bureau of the Census, 2020 Census

Housing Value

Housing value is another, and perhaps more important, gauge for determining the overall condition of the current housing stock. Housing values have predictably gone up across the State but the rate of increase varies depending on location. Housing values in Ozaukee County have typically exceeded the values of housing found in other areas of the State. The value of housing in the City of Cedarburg is relatively consistent with, although slightly higher than, the value of housing, on average, found throughout Ozaukee County. Housing values in the City of Cedarburg and Ozaukee County continue to run significantly higher than housing values throughout the State.

Table 2.4 compares Cedarburg's housing values to the County and the State. In 2020, the City of Cedarburg had ~~no~~ 9% of homes valued at less than \$50,000 and none that exceeded \$1,000,000. The median value of housing units in the City was ~~\$179,900~~ \$372,500, which is slightly higher than Ozaukee County (\$370,200) and considerably higher than The State of Wisconsin (252,800).

Table 2.4 Housing Value Comparison (Owner Occupied)

VALUE	City of Cedarburg			Ozaukee County			State of Wisconsin		
	1990	2000	2020	1990	2000	2020	1990	2000	2020
<\$50,000 <i>% of Total</i>	12 0.6%	- -	.9%	356 2.2%	67 0.3%	1.9%	287,197 31.3%	73,450 6.5%	4.1%
\$50,000 to \$99,999 <i>% of Total</i>	1,063 49.0%	76 2.9%	1%	7,789 47.5%	917 4.4%	.6%	492,163 53.7%	396,893 35.4%	5.9%
\$100,000 to \$149,999 <i>% of Total</i>	878 41.0%	686 26.6%	.8%	4,860 29.6%	5,968 28.9%	1.8%	95,292 10.4%	343,993 30.6%	10.7%
\$150,000 to \$199,999 <i>% of Total</i>	161 7.4%	999 38.8%	1.6%	1,721 10.5%	5,584 27.1%	5%	24,660 2.7%	173,519 15.5%	15.1%
\$200,000 to \$299,999 <i>% of Total</i>	47 2.2%	586 22.5%	24.8%	1,125 6.9%	4,585 22.2%	22.2%	12,286 1.3%	95,163 8.5%	25.5%
\$300,000 to \$499,999 <i>% of Total</i>	7 0.3%	228 8.8%	52 3%	560 3.4%	2,636 12.8%	42.5%	5,110 0.6%	30,507 2.7%	27%
\$500,000 to \$999,999 <i>% of Total</i>		8 0.3%	18.6%		819 4.0%	22.4%		7,353 0.7%	10.2%
\$1,000,000 or more <i>% of Total</i>		- -	0%		47 0.2%	3.6%		1,589 0.1%	1.4%
MEDIAN	\$100,400	\$179,900	\$372,500	\$100,500	\$177,300	\$370,200	\$62,500	\$112,200	\$252,800

Source; U.S. Bureau of the Census, 1990, 2000, ~~2020 and Census~~

Housing Affordability

According to the U.S. Department of Housing and Urban Development, no more than 30% of the household income should be spent on monthly housing costs in order for a home to be considered affordable. The U.S. Census provides data on housing costs as a percentage of household income for homeowners and renters. Information on Table 2.5 is taken from the U.S. Census and is based on a sample of households in the City of Cedarburg, and not a total count of all households. It does, however, serve to compare the City of Cedarburg's monthly ownership costs with those of the County and the State. ~~The "not computed" category represents units occupied by households reporting no income or a net loss, or for which no cash rent was paid.~~

Table 2.5 compares monthly housing costs for homeowners as a percentage of their household income for the City of Cedarburg, Ozaukee County, and the State of Wisconsin. In ~~1999~~2020, ~~81.9~~80.4% of the households within the City of Cedarburg paid less than 30% of their monthly income toward housing costs, and those units were considered affordable to those living in them. This percentage is greater-slightly less than that of Ozaukee County (~~79.8~~82%) ~~but about the same as~~and the State of Wisconsin (~~81.8~~80.2%).

Table 2.5 M o n t h l y Owner Costs as a Percentage of Household Income (2000)

Monthly Owner Costs as % of Household Income	City of Cedarburg		Ozaukee County		State of Wisconsin	
	Number	Percent	Number	Percent	Number	Percent
<15%	826	32.1%	7,198	34.9%	413,452	36.8%
15.0% to 19.9%	503	19.5%	3,874	18.8%	220,825	19.7%
20.0% to 24.9%	516	20.0%	3,327	16.1%	173,620	15.5%
25.0% to 29.9%	266	10.3%	2,060	10.0%	109,833	9.8%
30.0% to 34.9%	158	6.1%	1,247	6.0%	64,892	5.8%
35% or more	302	11.7%	2,848	13.8%	135,075	12.0%
not computed	6	0.2%	69	0.35%	4,770	0.4%

Source; U.S. Bureau of the Census, 2000 Census

Table 2.5 Monthly Owner Housing Costs as a Percentage of Household Income (2020)

Monthly Owner Costs as % of Household Income	City of Cedarburg (3,369)		Ozaukee County (26,331)		State of Wisconsin (1,683,927)	
	Number	Percent	Number	Percent	Number	Percent
0% - 20%	1,815	53.8%	15,961	60.6%	1,012,633	60.1%
20.0% to 24.9%	695	20.6%	3,126	11.8%	212,723	12.6%
25.0% to 29.9%	203	6%	2,450	9.6%	126,864	7.5%
30.0% to 34.9%	234	6.9%	1,059	4%	80,150	4.7%
35% or more	422	12.5%	4,005	15.2%	251,557	14.9%

City of Cedarburg
Ozaukee County, Wisconsin

not computed	0	—	194	—	12,566	—
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Source; U.S. Bureau of the Census, 2020 Census

Table 2.6 shows monthly housing costs for renters as a percentage of their household income for the City of Cedarburg, Ozaukee County and the State of Wisconsin. In ~~1999~~2020, ~~67.4~~53.9% of renters in

the City of Cedarburg were paying a monthly rent which was affordable to them. This percentage is ~~lower than~~ quite comparable to that of the County (~~69.4~~53.1%) ~~but higher than~~ and the State (~~62.6~~54.5%).

Table 2.6— Monthly Renter Costs as a Percentage of Household Income (2000)

Monthly Renter Costs as % of Household Income	City of Cedarburg		Ozaukee County		State of Wisconsin	
	Number	Percent	Number	Percent	Number	Percent
<15%	321	20.0%	1,610	22.4%	135,380	21.1%
15.0% to 19.9%	315	20.0%	1,555	21.6%	106,965	16.7%
20.0% to 24.9%	273	17.3%	1,136	15.8%	90,934	14.2%
25.0% to 29.9%	160	10.1%	693	9.6%	67,926	10.6%
30.0% to 34.9%	126	8.0%	573	8.0%	44,573	6.9%
35% or more	364	23.1%	1,323	18.4%	162,669	25.4%
not computed	18	1.1%	300	4.2%	33,225	5.2%

Table 2.6 Monthly Renter Costs as a Percentage of Household Income (2020)

Monthly Renter Costs as % of Household Income	City of Cedarburg		Ozaukee County		State of Wisconsin	
	Number	Percent	Number	Percent	Number	Percent
0% to 19.9%	461	27.7%	4,042	33.7%	233,008	31.1%
20.0% to 24.9%	222	13.3%	1,519	12.6%	92,874	12.4%
25.0% to 29.9%	214	12.9%	820	6.8%	82,695	11%
30.0% to 34.9%	47	2.8%	918	7.6%	63,458	8.5%
35% or more	719	43.2%	4,710	39.2%	276,752	37%
not computed	35	---	583	---	45,841	---

Source; U.S. Bureau of the Census, 2020 Census

Housing Assistance Programs

To help maintain and improve housing conditions and satisfy the needs of all residents, the City of Cedarburg has several local, County and State means ~~and programs~~ available to them. To ensure that existing and future housing is safe and adequate for occupancy, the City's building code ~~insures that function~~ applied. This and its code must be reviewed and updated periodically to keep current with changes mandated by the State. The City has incorporated the State Uniform Dwelling Code into its building code to ensure consistent standards for all residential dwellings. To meet the needs of low and moderate income, elderly and handicapped residents needing housing assistance, the City ~~could~~ should always be exploring the feasibility of participating in Federal, State, and County housing programs that make ~~available~~ loans and grants available to build, repair or obtain adequate housing. The Wisconsin Housing and Economic Development Authority (WHEDA) provides a listing of numerous housing programs including low interest loans for first time homebuyers, home improvement loans, and tax credit programs for elderly and low-income family housing.

One of these programs is the Community Development Block Grant (CBDG) which is a federally funded program administered by the Wisconsin Department of Administration, Division of Energy, Housing and Intergovernmental Relations Community Resources, to assist local governments with housing

programs that primarily benefit low and moderate income residents. CBDG funds can be used for a wide variety of activities including owner-occupied and renter-occupied housing rehabilitation, homebuyer assistance, handicap accessibility modifications, public facility/infrastructure improvements, and special housing projects like acquisition, demolition and relocation projects.

Housing Demand

Population Trends

As indicated in the Issues and Opportunities Element of this Plan, the City of Cedarburg's annual increase in population ranges from 1.1 % per year to 4.8 % per year for the decades from 1960 to 2000 (See attachment Appendix B). Moreover, during the period between 2000~~1960~~ and 1980~~2010~~, the City's population growth rate was about 3.25 % per year and from 1980~~2010~~ to 2000~~2020~~ the growth rate was about 1.1 %. ~~After much~~Following discussion~~early on~~, the ~~Blue Ribbon Visioning Committee~~Plan Commission ~~has agreed~~has determined to use to a projected rate ranging between 1 % and 1.5 % which ~~reflected~~reflects the slower rate of the last 20 years and that rate was generally agreed to by the Common Council and the Plan Commission. Accordingly, the projections used for this report are based on an annual increase between 1 % and 1.5 % ~~and~~and The other is a projection made by the Wisconsin Department of Administration Demographic Services. To simplify, this analysis projects a rate of growth at 1.35 % resulting in a population of 15,600 that will need to be housed by the year 2025~~2050~~.

Housing Trends

From 1990 to 2010, ~~the~~ trend in most communities in the State of Wisconsin, including the City of Cedarburg, ~~was~~is a decrease in the average number of residents inhabiting a home or apartment. This statistic is identified as *persons per household, or PPH* and it is calculated by dividing the number of residents living in occupied housing units by the number of occupied housing units. For the City of Cedarburg, persons per household have declined from 2.72 to 2.45 between 1980~~2000~~ and 2000~~2020~~. Changes in the average household size have important implications for housing and residential land use planning since it is the basic factor used to convert future population to the number of dwelling units needed by the year 2025~~2050~~. Accordingly, if the City's average household size were to plateau at 2.45 persons per household, an additional 1,834 dwelling units would be needed by

20~~25~~50 to serve the housing needs of ~~15,600~~_____ persons. This translates to an average of approximately ~~74~~____ new dwelling units needed per year.

Housing Development Environment

Of the land devoted to urban development, no single land use demands greater acreage than residential. In ~~2005~~2020, over ~~47~~____ % of the total developed land area in the City of Cedarburg was devoted to residential uses. The City of Cedarburg has recently approved ~~two new single-family subdivisions along the west side of Wauwatosa Road of 85 lots and 80 lots, a 52 lot single-family subdivision along the east side of Sheboygan Road south of Highway 60 and a 51 lot single-family subdivision adjacent to the Interurban Trail on the east side of Keup Road~~_____. ~~Furthermore, in 2005, Between 2020 and mid 2024, the City annexed over 225~~____ acres of land ~~located at along Highway 60 and Sheboygan Road~~_____. ~~which will be available for future development for this planning period.~~ Since the City's Sanitary Sewer Service Area limits extend to the north and west of the City's corporate boundaries into the Town of Cedarburg, the City will need to diligently monitor development in this area to ensure that future expansion is not hindered. Accordingly, the City should continue to monitor land development through~~out~~ its extraterritorial plat approval ~~and land use planning~~ authority ~~areas~~.

Housing Issues Identified by the Plan Commission ~~and the Visioning Survey~~

- Encourage diverse housing options:
 - o Lack of new single-family homes ranging size from 1,500 to 2,500 square feet. o
 - o Promote the integration of housing types for low/moderate income residents. o
 - o Promote independent living senior housing and assisted living.
 - o Owner-occupied two-family condominiums.
- Use of Planned Unit Development zoning should be encouraged to preserve open spaces, provide smaller lot sizes and make efficient use of services.
- Encourage higher density two-family and multi-family condominiums near the downtown area.
- Single-family lot sizes should be less than 1 acre.
- Review and (re)consider the above, and identify new issues.

In providing a variety ~~and adequate supply~~ of housing options for its residents, the City of Cedarburg gives consideration to the needs and requirements of its diverse population; a population that includes

first-time home buyers, newcomers, young & growing families, empty-nesters, residents who want to down size, work from home individuals and families, and retirees. Through careful planning and good judgment, the City of Cedarburg will maintain its unique historic character and continue to foster community pride, increase its desirability and protect existing property values with appropriate zoning.

Conclusions – Housing Analysis

Between 1980 and 2000, the City of Cedarburg experienced a net increase of 1,328 housing units or a 30.2% increase.

- Renter occupied units represent 34.8% of the housing stock as compared to 23.7% for the County and 31.6% for the State.
- The median value for housing in the City of Cedarburg (\$179,900) is greater than that of the County (\$177,900) and substantially greater than the State (\$112,200).
- To support the projected population increase the City will need to increase the supply of housing units by about 74 per year.
- Review & (re)consider the above and identify new conclusions.

Housing and Residential Development Goals, Objectives and Policies

Goal

Provide for an appropriate range in home sizes.

- Objectives:
 - o Encourage developers to provide different types of compatible residential uses within their developments
 - o Establish appropriate home sizes when considering new development opportunities.
 - o Encourage appropriate residential densities for redevelopment sites in or near the downtown area to provide a customer base for existing retail uses.
 - o Continue to monitor the FAR and Lot Coverage requirements to ensure that home sizes reflect the character of the City while addressing the needs of its citizens.

Goal

Maintain, preserve and improve the quality and integrity of existing residential neighborhoods and provide an adequate supply and choice of housing for all residents.

Objectives:

- o Protect existing residential neighborhoods from intrusion of incompatible development and undesirable land use activities.
- o Promote an adequate supply of owner and renter housing to serve current and future residents.
- o Continue to promote safe and sanitary housing.
- o Promote adequate housing to meet the special needs of the elderly, handicapped and low to moderate income residents.
- o Direct future residential development to areas that can be served conveniently and economically with public utilities and community facilities and services.
- o Develop programs to assist in the rehabilitation of existing substandard homes in the City in order to provide a decent and safe living environment for all residents.
- o Ensure that new housing development shall take into consideration the protection of natural resources through the use of Planned Unit Development and/or conservation zoning.
- o Encourage the use of redevelopment sites where streets, sewer, and water systems are already in place

Goal

Maintain housing values over time.

- Objectives:

- o Enforce residential codes and ordinances to ensure that properties are well maintained.
- o Conduct a review of the City Codes and Ordinances and consider amendments to address housing concerns.
- o Educate residents about the importance of proper yard maintenance.

- Policies:

- o The City of Cedarburg should continue its efforts to recodify the Zoning and Building Codes to provide better consistency with the Comprehensive Land Use Plan.
- o The Zoning Ordinance should continue to be monitored, updated and enforced to be able to maintain the character of existing residential neighborhoods, ensure that new

residential developments meet acceptable density standards and that they are directed to areas that are suitable for residential uses.

- o New elderly and assisted care housing developments should be located in areas accessible to medical, commercial, recreational and other necessary facilities.
- o Future urban use developments should be located in areas where public utilities and services can be conveniently and economically provided.
- o Require low-density (35 acres/residential unit) residential development as holding zones for areas that are planned for sewer service within the City's extraterritorial plat approval jurisdiction.
- o Require adequate buffer areas between incompatible uses such as residential and commercial/industrial developments.
- o Promote the integration of different housing types such as single-family and two- family.
- o Encourage the development of smaller homes (1,500 to 2,500sf).
- o Study the impacts of development through fiscal analysis, environmental implications and impact on public services and safety, e.g. traffic, police, schools, etc.
- o Annex strategically to complement existing land uses safeguarding Cedarburg's high quality of life.
- o Identify "Smart Growth Areas" (i.e. redevelopment areas) and label them on the Land Use Map.

- Review and (re)consider the above goals, objectives & policies and identify new goals, objectives, & policies.

CITY OF CEDARBURG HOUSING AFFORDABILITY REPORT – 2023



HOUSING AFFORDABILITY REPORT

State Stats Section 66.10013 requires a municipality with a population of 10,000 or more to prepare a report of the municipality's implementation of the housing element of the municipality's comprehensive plan. This report shall contain the following:

- The number of subdivision plats, certified survey maps, condominium plats, and building permit applications approved in the prior year.
- The total number of new residential dwelling units proposed in all subdivision plats, certified survey maps, condominium plats, and building permit applications that were approved by the municipality in the prior year.
- A list and map of undeveloped parcels in the municipality that are zoned for residential development.
- A list of all undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development, including vacant sites and sites that have potential for redevelopment, and a description of the zoning requirements and availability of public facilities and services for each property.
- An analysis of the municipality's residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures. The analysis shall calculate the financial impact that each regulation has on the cost of each new subdivision. The analysis shall identify ways in which the municipality can modify its construction and development regulations, lots sizes, approval processes, and related fees to do each of the following:
 - o Meet existing and forecasted housing demand.
 - o Reduce the time and cost necessary to approve and develop a new residential subdivision in the municipality by 20 percent.
 - o A municipality shall post the report under sub (2) on the municipality's internet site on a web page dedicated solely to the report and titled "Housing Affordability Analysis".

Accordingly, the following is the City of Cedarburg's Housing Affordability Report for the development and zoning activity for the year 2023.

Subdivision, Condominium Plats, Certified Survey Maps and Building Permits Approved in 2023

- One final condo plat for condominium consisting of 35 townhome buildings and 70 units.
- One single family infill lot.
- 338 residential building permits total; 53 of these for new dwelling units

Undeveloped Parcels that are Zoned Residential

A list of thirteen parcels can be found on the following table. See Exhibit A for the corresponding map.

Undeveloped Parcels that are Zoned Residential

#	Tax Key No	Owner(s)	Acres	Zoning
1	13-040-0140.000	Graham Benz	18.38	Rs-3 Single-Family
2	13-027-10-011.00	Barb Dochow Trust	8.05	Rs-4 Single-Family
3	13-023-06-007.00	Wirth Property	17.1	Rs-1(temp) Low-Density Single-Family
4	13-015-13-002.00	Airport View LLC	19.8	Rs-1(temp) Low-Density Single-Family
5	13-015-16-002.00	Airport View LLC	36.94	Rs-1(temp) Low-Density Single-Family
6	13-027-11-019.00	Linmar Property Group	1	Rs-3 Single-Family
7	13-022-13-005.00	Jack and Jerod Henning	4.4	Rs-3 Single-Family
8	13-050-22-03.003	Paula Motte	1.94	Rs-5 Single-Family
9	13-069-01-03-000	John and Karen Friess	0.327	Rs-5 Single-Family
10	13-051-01-05-00	Oliver Fiontar LLC	4.02	Rs-6 Single-Family/Two-Family
11	13-023-09-009.00	Joseph and Nancy Messinger	16.8	Rs-2 Single-Family
12	13-023-10-05.000	Dippmann Trust	15.9	Rs-1(temp) Low-Density Single-Family

Undeveloped Parcels Suitable but not Zoned for Residential

A list of six parcels can be found on the following table. See Exhibit A for the corresponding map.

Undeveloped Parcels Suitable but not Zoned for Residential

#	Tax Key No	Owner	Acres	Existing/Future Zoning
1	13-022-13-003.00	Michael Halloran	10	A-1(temp)/Rs-3 Description: This property is located behind the home at W60 N1085 Sheboygan Road and north of Holly Road extended. The Comprehensive Land Use Plan classifies this site as Medium Density Residential at 3.6 units/acre to 5.2 units/acre and the site is currently zoned A-1 Agricultural District (Temporary). To maintain consistency with adjacent zoning, it is anticipated that future zoning will be the Rs-3 Single-Family District, 12,000 square foot minimum lot sizes. Public sewer and water are available to this site.
2	13-050-10-16.000	Madison Avenue Properties LLC	3	M-1 Description: This property is located between Madison Avenue and St. John Avenue directly south of Cleveland Street. The Comprehensive Land Use Plan classifies this site as High-Medium Density Residential ranging from 5.2 units/acre to 10.8 units/acre. Public sewer and water facilities are available.
3	13-050-10-15.007	Brunswick Corporation	1.9	I-1 Description: This property is located directly south of the Madison Avenue Properties LLC site identified above. The Comprehensive Land Use Plan currently classifies this site as Government and Institutional; however, that classification was based on a failed Library project and therefore the classification could be changed to High-Medium density Residential ranging from 5.2 units/acre to 10.8 units/acre. Public sewer and water facilities are available.
4	13-050-21-09-000	Jackson Western LLC	12.9	M-2/RM-2/PUD Description: This property is located southeast of the Johnson Avenue and Hamilton Road intersection. The Comprehensive Land Use Plan classifies this site as Mixed-Use Office and/or High-Density Residential ranging from 5.2 units/acre to 10.8 units/acre. Public sewer and water facilities are available to the site.
5	13-050-21-08-000	Oliver Fionar LLC	2.4	MUID/RM-2/PUD Description: This property is located directly south of the other Oliver Fionar LLC site identified above. The Comprehensive Land Use Plan classifies this site as Mixed-Use Office and/or High-Density Residential ranging from 5.2 units/acre to 10.8 units/acre. Public sewer and water facilities are available to the site.
6	13-051-01-05.000	Oliver Fionar LLC	4ac	RS-6 Description: This site is located northeast of the Hamilton Road and Canadian National Railroad. The comprehensive land use plan classifies this site high/medium density, residential at 5.2 to 10.8 units/acre

Residential Development Regulations Analysis

All new City development must go through an approval process that includes staff review for the technical requirements and then action by the Plan Commission or the Common Council or both bodies. City development is technically regulated through the following:

- Comprehensive Land Use Plan 2025
- Architectural review principles, standards and procedures (Zoning Code)
- The Official Map
- Historic Preservation (Zoning and Building Codes)
- Subdivision Ordinance
- Sign Code
- Zoning Ordinance
- Parking Regulations (Zoning Code)
- Erosion Control and Stormwater Management Ordinance

Comprehensive Land Use Plan - 2025

The intent of the Comprehensive Land Use Plan – 2025 serves as a guide for the future development of the City. It addresses the general location and intensity of residential development coupled with the concentrations of commercial, industrial, and institutional uses. In consideration of the age of this plan and the fact that the 2021 Census has now been completed, this plan will be revisited and updated with new census data and figures. At that time, it was recommended the Plan Commission in agreement with the Common Council provide staff direction on such issues as density, lot size, and type of residential development, etc.

The Architectural Review Principles, Standards and Procedures

This section of the Zoning Code is intended to provide criteria to ensure new structures are compatible with the character of the City in general and the surrounding area. The relative proportion of a building to its neighboring existing building, to pedestrians or observers or to other existing buildings shall be maintained or enhanced, rooflines and shapes shall be consistent with neighboring buildings and material selection shall be based on the prevailing materials already being used in the area.

The Official Map

This map is adopted by the Common Council by ordinance and shows the location and width of proposed streets, public facilities and public areas and drainage right-of-way.

Historic Preservation

The public policy of the City is to protect, enhance and perpetuate structures and Districts of special historical interest or value. The Historic Preservation Overlay District (HPD) provides protection, enhancement and perpetuation of such improvements and districts by setting forth the rules under which changes can take place and defining the approval process to be followed. More specifically, the HPD prohibits the issuance of permits to develop, construct, reconstruct, enlarge, or alter property in the Historic Preservation Overlay District. Furthermore, no land shall be removed from the district until the Landmarks Commission has reviewed the application or petition and has recommended approval, approval with conditions or denial to the Plan Commission.

Subdivision Ordinance

The purpose of the Subdivision Ordinance is to regulate and control the division of lands or the creation of condominiums to divide land ownership within the corporate limits of the City and within its extraterritorial plat approval jurisdiction. These regulations are designed to lessen congestion on the highways and streets; foster the orderly layout and use of land; ensure safety from fire panic and other dangers; provide adequate light and air; discourage over-crowding of land;

facilitate adequate provisions for housing, transportation, public water and sewerage, school, parks, playgrounds, and other public necessities; ensure safety from flooding, water pollution, diseases, and other potential hazards.

Sign Code

The Sign Code is to provide the legal framework and minimum standards to safeguard life, property, public welfare, and aesthetics by regulating and controlling the design, number, size, quality of materials, construction, location, electrification, installation, and maintenance of all signs in the City. Due to the unique qualities of the City, a high degree of control over the aesthetic nature of signs is deemed to be important and therefore either the City Building Inspector, or if the sign is located in the Historic Preservation Overlay District the Landmarks Commission, is responsible for assuring that only aesthetically pleasing and functionally purposeful signs are displayed in the City.

Zoning Code

The intent of the Zoning Ordinance is to regulate and restrict the use of all structures, lands and waters with a view to conserving the value of buildings and encouraging the most appropriate use of land. Such regulations shall be made in accordance with the Comprehensive Land Use Plan and shall be designed to regulate lot coverage, size and location; population density and distribution; parking, loading and access and use of land, structures and water in order to:

- Prevent and eliminate overcrowding of land and undue concentration of population.
- Provide adequate sunlight and air.
- Facilitate the adequate provision of transportation, water, sewerage, drainage, schools, parks and other public services.
- Lessen congestion on the streets and promote safe and efficient use of streets and highways.
- Secure safety from fire panic, flooding, pollution, contamination, and other hazards.
- Stabilize and protect property values.
- Preserve the beauty of the City of Cedarburg.
- Provide a variety of suitable commercial and industrial sites.
- Prevent and control erosion, sedimentation, and pollution of the surface and subsurface waters.
- Prevent flood damage to persons and property and minimize the costs of flood relief and flood control projects.
- Aid in the implementation of municipal, county watershed and regional comprehensive plans or components of such plans, adopted by the City of Cedarburg.
- Maintain safe and healthy water conditions.
- Provide for the administration and enforcement of this Chapter and provide penalties for the violation of the Zoning Code

Parking Regulations

In all districts and in connection with every use, the City code requires that at the time any use is introduced, or building is erected, enlarged, extended, or increased, off-street or on-street parking be provided or dedicated in accordance with the prescribed requirements set forth in section 13-1-82 of the Zoning Code.

Erosion Control and Stormwater Management

The Storm Water Management Ordinance was adopted under the authority granted by section 62.234 Wis. Stats. The purpose of this Ordinance is to establish long-term, post-construction runoff management requirements and criteria that will prevent and control water pollution,

diminish the threats to public health, safety, welfare and the aquatic environment due to runoff of stormwater from development and redevelopment.

Typical Construction Improvements Required for Residential Development

A development agreement must be entered into and serves as the contract between the developer and the City. This agreement establishes the responsibilities of the developer regarding improvements and terms that have been mutually agreed upon. Typical responsibilities of the developer are as follows:

Lot Grading. The grading of all lots is required pursuant to the Improvement Plans and section 14-1-73(c) of the Subdivision Regulations approved by the City Engineer. Prior to the installation of all underground utilities, the developer shall certify to the City that the grading has been completed in compliance with the Improvement Plans and the Subdivision Regulations. In the event the actual grade is not in compliance, the developer shall pay all costs associated with relaying the underground electrical services.

Sanitary Sewerage Facilities. Developers are required to pay for and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the subdivision as depicted in the Improvement Plans and included technical revisions as may be required by the City Engineer.

Water Supply Facilities. Developers are required to pay for and install all onsite storm water supply facilities including all water mains, service laterals and appurtenances necessary to serve the Subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer, pursuant to section 14-1-68 of the Subdivision Regulations.

Storm Water Drainage Facilities. Developers are required to pay for and install all onsite storm water drainage facilities pursuant to section 14-2 of the Subdivision Regulations necessary to serve the Subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer.

Private Utilities. Developers are required to file preliminary plans and shall agree to pay for and install underground gas mains and electric, cable television and telephone cables, pursuant to section 14-1-59 of the Subdivision Regulations. All private utilities are required to be completed prior to commencement of the binder course of pavement roadwork.

Survey Monuments. Developers are required to install survey monuments, pursuant to section 14-1-52(c)(4) of the Subdivision Regulations.

Record Drawings. Developers are required to prepare and record drawings for the above work, pursuant to section 14-1-52(e), provide full sized prints on 4 mil mylar as well as an electronic version in AutoCAD.

Curb and Gutter. Developers are required to pay for and install all curb and gutter as shown on the Improvement Plans pursuant to section 14-1-54 of the Subdivision Regulations.

Sidewalks and Walking Paths. Developers are required to pay for and install five-foot-wide concrete sidewalks on both sides of all streets contained within the subdivision and along the subdivision frontage roads as shown on the Improvement Plans as approved by the City Engineer, pursuant to section 14-1-67 of the Subdivision Regulations. All sidewalks installed for public use shall be in the respective road right-of-way.

Intersection and Lane Improvements. Developers are required to pay for and install fully improved intersections with adjacent feeder roadways to the subdivision including concrete curbs and gutters, street lighting, storm sewers, and sidewalk.

Street Improvement. Developers are required to pay for street improvements as shown on the Improvement Plans and pursuant to section 14-1-53 of the Subdivision Regulations.

Streetlamps. Developers are required to contract with Cedarburg Light and Water to arrange for the installation of standard coach light streetlamps on a spacing plan approved by the City, pursuant to section 14-1-60 of the Subdivision Regulations.

Street Signs. Developers are required to pay for, and the City agrees to install street identification signs pursuant to section 14-1-61 of the Subdivision Regulations and any traffic control signs as required by the City Engineer.

Landscaping other than Street Trees. Developers are required to pay for and install landscape features as shown in the Improvement Plans.

Street Trees. Developers are required to pay for street trees as shown on the Improvement Plans and pursuant to section 14-1-62 of the City Subdivision Regulations. The City Forrester will select the tree species and contract out the tree planting as part of the annual street tree program. At the direction of the City Forrester, the trees will be planted each year as new homes are completed.

Erosion Control. Developers are required to pay for, install and maintain erosion control using best management practices and pursuant to section 14-1-63, Chapter 14-2, and Chapter 15-2. Developers must comply with all applicable DNR permits, the City's Erosion Control Permit, and the Storm Water Management Permit.

Impact and Connection fees. Prior to issuance of any building permit and payable at the time of building permit issuance, the following impact and connection fees will be due for each lot (2021 prices, per lot):

	Single Family	Multi-Family
• Library Building Fee.....	\$1546.36.....	\$1027.07
• Police Station Fee	\$1501.49.....	\$997.27
• Park Facilities Fee	\$1438.58.....	\$955.47
• Water Supply Facilities Fee	\$2053.92.....	\$1505.88
• Sanitary Sewer Connection Fee	\$2710.75.....	\$2033.06
• Total Fee Per Unit.....	\$9,251.10.....	\$6,518.75

Since the total cost of improvements will vary for each development, one will need to calculate the value of the following line-item list on a case-by-case basis to determine the financial impact that each required improvement has on new subdivisions:

- Rough Grading
- Sanitary Sewer and Laterals
- Water Main and Laterals
- Storm Sewer and Laterals
- Fine Grading and Street
- Concrete Curb and Gutter
- Road Base
- Asphalt Pavement Binder Course

- Concrete Sidewalks
- Fine Grading, Topsoil, Seeding and Mulching
- Asphalt Pavement Surface Course
- Street Lighting
- Landscaping
- Street Signs
- Lot Piping
- Legal Fees
- Inspection Fees
- Administration Fees

Modification of Approval Process and Fees

In order to modify the approval processes and related fees to meeting existing and forecasted housing demands and to reduce the costs and timing to get through the approval process by 20%, the City will need to re-evaluate and likely amend the impact fee Ordinance, the Zoning Code and the Comprehensive Land Use Plan. The Comprehensive Land Use Plan will be revisited and updated in 2024 with the 2020 Census information. This Plan update should be followed by the recodification of the City's Zoning Code to ensure that the Zoning Ordinance and the Comprehensive plans are consistent with each other.

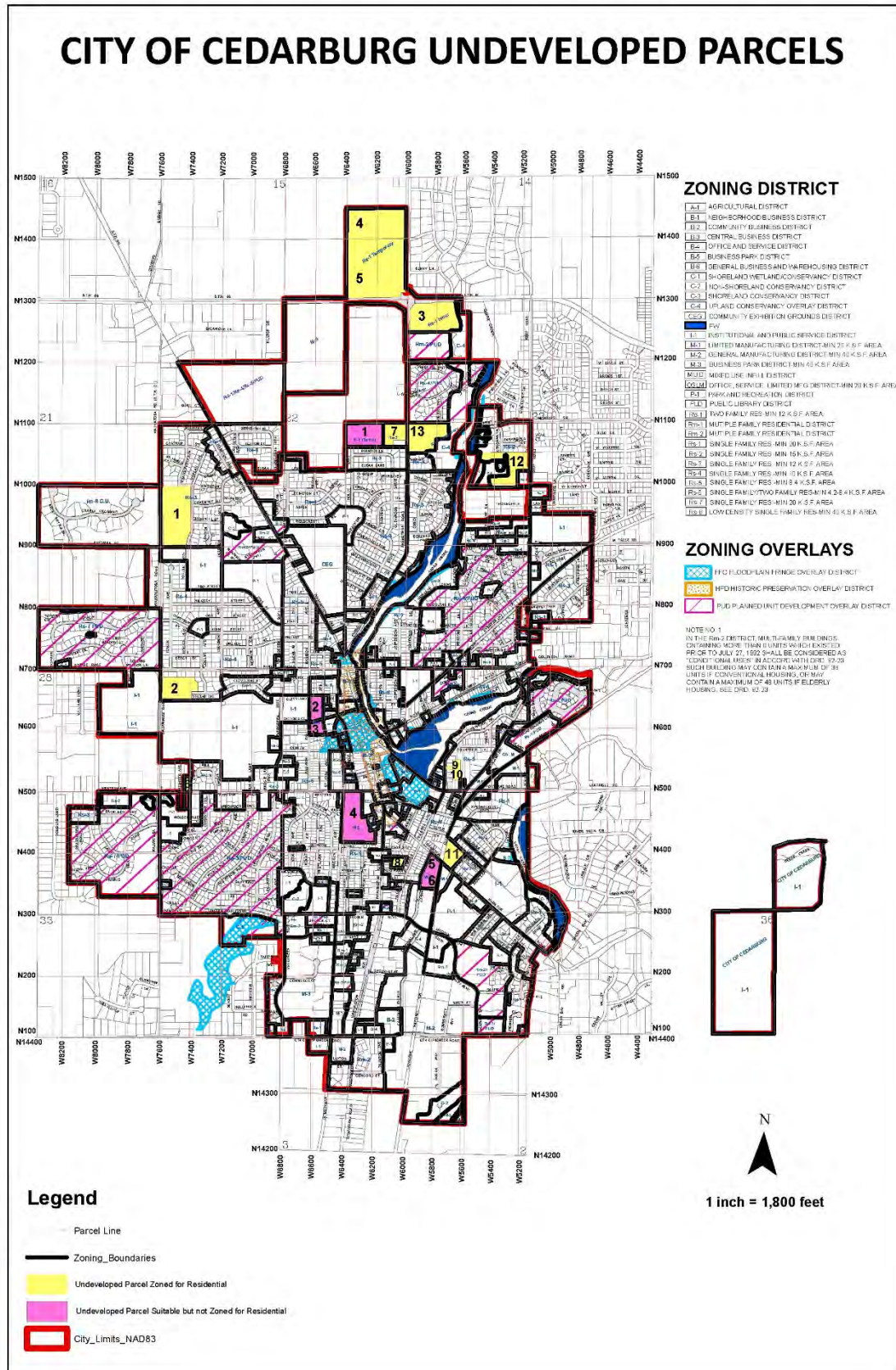
Impact Fee Ordinance:

In 2001, the City hired certified public accountants, Virchow, Krause & Company, LLP, to conduct a public needs assessment and impact fee development for the Library, Police and Parks improvement. The intent of this study was to develop impact fees based on library, police and park facilities that have been completed, or were in the planning process or construction phase in the City. The purpose of this study was to serve as the public facilities needs assessment in imposing impact fees for the City. In 2002, the City hired McMahon Associates, Inc. to conduct a study and prepare the Sanitary Sewer Connection Fee Calculation and this calculation was based on the Sanitary Sewer System Planning Report, dated March 15, 2001, and prepared by McMahon Associates, Inc. These studies were the basis for the adoption of Ordinance No. 2001-54, Establishing Impact Fees Upon Land Development. The City's impact and sewer connection fees are updated on an annual basis through the adoption of separate ordinances. To reduce the impact and sewer connection fees by 20%, the City will need to re-evaluate this study annually to achieve that goal.

Zoning Code:

The City is currently in the process of re-codifying the Zoning Code and will likely schedule it for Plan Commission review and Common Council public hearing in 2024. Through this recodification process, the City will need to analyze the improvements required for development in the City and the approval process requirements and the density restrictions to determine what adjustments are necessary to reduce the costs and processes by 20%.

Exhibit A





July 30, 2024

Mary Censky, Planner
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Re: Agreement to Provide Professional Consulting Services for Creating a Housing Report

Dear Mary,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Professional Consulting Services to the City of Cedarburg (Client), to create and present a housing report in support of the Comprehensive Plan update currently underway in the City. All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City of Cedarburg is currently in the process of updating its Comprehensive Plan. A critical element of that plan is housing. City staff has requested assistance in compiling city, regional, state and nation housing data for use by the Consultant to incorporate into a housing report. The Housing Report would include definitions, analysis, trends and best practices observed in the housing market. The report will also include suggested goals and policies for consideration in the Housing element of the City's comprehensive plan.

II. SCOPE OF SERVICES

A. General

Consultant shall provide professional consulting services to aggregate housing data from the city, region, state and national sources. Additionally the Consultant will draft a housing report. The Housing Report would include definitions, analysis, trends and best practices observed in the housing market. The Consultant will work in coordination with Client staff and designated stakeholders.

B. Specific Services Provided by Consultant

1. Update of Housing Element of Comprehensive Plan:

a) Data Collection Meeting:

Consultant shall facilitate a virtual meeting with the City Planner to identify data elements collected for the comprehensive plan update. Additional data collection needs will be identified and responsibility assigned.

b) Data Collection, Aggregation & Analysis:

Consultant shall collect regional, state and national housing data identified in data collection meeting. Consultant shall aggregate this data with that provided by the Client. Consultant shall complete analysis of data to identify trends, strengths, challenges, and opportunities in the Cedarburg housing market. The analysis will provide a current view and a future projection using the aggregated data.

c) Document Drafting:

Consultant shall draft the Housing report for review by City staff. Recommended edits will be incorporated into a final document and presentation.

d) Joint City Council & Plan Commission Meeting/Presentation:

Consultant shall provide a final housing report to the City Council and Plan Commission. The Consultant shall present the report, findings, and recommendations to a joint session of the City Council and the Plan Commission. The consultant will be prepared to address questions from the joint session

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

- A. In addition to the “Services Not Provided as Part of This Contract” section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.
1. Comprehensive Plan update
 2. Site Plannig
 3. Funding Applications

IV. INFORMATION PROVIDED BY OTHERS

- A. In order to complete our scope of services, the following information shall be provided by others:
1. Client shall provide imperical data collected for the comprehensive plan update including:
 - a) Housing Data (new units & type, razed units, cost)
 - b) Demographic Data (current population age groups, projected population trends)
 - c) Income Data (MHI, LMI)
 - d) Local Workforce Wage Data (School District, City, Hosiptial/Clinic, Dental, other major employers)
 - e) Permit Data (last 5 years)

V. SCHEDULE

- A. The preliminary schedule for the project activites are as follows. The schedule will be reviewed and updated throughout the process.

Activity	Date
1. Authorization to Proceed	August 12, 2024
2. Housing Report	August 13 – September 30 2024
3. Joint City Council & Plan Commission	October 14, 2024

VI. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Andrew R Kurtz, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Andy.

The Client designates Mary Censky, City of Cedarburg Planner, as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VII. FEES

A. The estimated fees to provide the scope of services described herein is as follows. The actual fee shall be based on actual time and expenses incurred.

1. Cedarburg Housing Report.....\$ 3,500

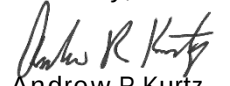
B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference and shall apply to this project:

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,


Andrew R Kurtz
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

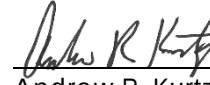
Client

Mary Censky, Planner
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Date

Witness

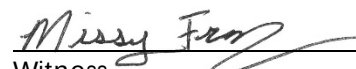
Consultant



Andrew R. Kurtz, Planning & Community
Development Manager
Vierbicher Associates, Inc.
201 E. Main St, Suite 100
Reedsburg, Wisconsin 53959

July 30, 2024

Date



Witness

© Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the net fee received by the Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the

construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

- c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant

specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

July 29, 2024

Mr. Mikko Hilvo
City Administrator
City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Re: Proposal for Traffic Planning and Access Study
City of Cedarburg and Town of Cedarburg, Wisconsin

Dear Mr. Hilvo:

raSmith appreciates the opportunity to work with the City of Cedarburg for their traffic planning and access study. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Project Understanding

The City of Cedarburg and Town of Cedarburg have significant planned and anticipated development along the WIS 60 corridor and on many of the side streets between Horns Corners Road to Keup Road. The communities would like to conduct a comprehensive traffic study of the greater area to achieve the following goals:

1. Identify the future typical sections of the major public roadways and the traffic control and geometry (including roundabouts) at the major intersections in the study area needed to accommodate the planned developments. Since WIS 60 is a state highway and the ultimate roadway design is controlled by WisDOT, the project goal is to understand what the corridor might look like, and how to plan the developments around it.
2. Develop an access plan for the WIS 60 corridor that can be shared with developers to guide their site planning process. WIS 60 access is controlled by WisDOT, and therefore the access plan will need concurrence from WisDOT.
3. Estimate the geometry of the development access intersections with the public street network based on planned or assumed development plans. It should be stressed this is intended to only provide a preliminary assessment of the intersection geometry and traffic control for planning purposes. Each development will be responsible for conducting traffic impact analysis (TIA) studies as part of their approval process to define their improvement needs.

Scope of Services

The scope of services is proposed to address the three overarching goals noted in the Project Understanding.

Study Area

The project study area will include the following roadway segments:

- WIS 60 from Horns Corners Road to Keup Road
- Washington Avenue from WIS 60 to Bridge Road
- Sheboygan Road (County I) from WIS 60 to Washington Avenue

The project study area will include the following intersections:

- WIS 60 intersections with:
 1. Horns Corners Road
 2. Washington Avenue (County NN)/Covered Bridge Road (Five Corners)
 3. Sheboygan Road

Mr. Mikko Hilvo
City Administrator
City of Cedarburg
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4. Keup Road
- Washington Avenue intersections with:
 5. North Wauwatosa Road (WIS 181)
 6. Sheboygan Road
 7. Bridge Road

Data Collection

- The City and Town will identify anticipated future development within the general project area. The development data provided by the municipalities should include specific location information (i.e., parcels outlined or highlighted on an aerial), proposed land use types, size of each land use (i.e., number of dwelling units, square footage), estimated opening year (by phase if phased), and development status (i.e., approved, proposed, planned, potential).
- raSmith will compile available 24-hour annual average daily traffic (AADT) from WisDOT
- raSmith will utilize weekday intersection turning movement counts from WisDOT at the following study area intersections:
 1. WIS 60 intersection with Washington Avenue/Covered Bridge Road (Five Corners)
 2. WIS 60 intersection with Sheboygan Road
 3. WIS 60 intersection with Keup Road
- raSmith will collect weekday intersection turning movement counts 6:00 to 9:00 am and 3:00 to 6:00 pm at the following study area intersections:
 1. WIS 60 intersection with Horns Corners Road
 2. Washington Avenue intersection with North Wauwatosa Road (WIS 181)/Sycamore Drive (3 intersections)
 3. Washington Avenue intersection with Sheboygan Road
 4. Washington Avenue intersection with Bridge Road
- raSmith will collect geometrics and traffic control at the study area intersections. Roadway typical sections and speed limits will be collected along the study area roadway segments
- Compile planned roadway improvements in the study area as provided by the City, Town, WisDOT and SEWRPC.

Land Use Assessment

- raSmith will summarize the planned, proposed and anticipated developments within the City and Town, and provide this summary to SEWRPC
- SEWRPC will compare the land use assumptions included in their Year 2050 regional model to the development summary provided by raSmith
- Assuming the land use assumptions differ, SEWRPC will create a regional sub-model incorporating the City and Town developments.
- These two land use models will form the basis of the traffic forecasts.

Future Traffic Volumes

- SEWRPC to develop Year 2050 weekday daily traffic forecasts along the study area roadways and peak hour turning movement traffic forecasts at the study area intersections for the following four scenarios:
 - a. Existing roadway alignments and current SEWRPC land use assumptions
 - b. Existing roadway alignments and land use assumptions reflective of the City's and Town's development plans
 - c. Potential roadway/intersection geometrics/alignments and current SEWRPC land use assumptions

- d. Potential roadway/intersection geometrics/alignments and land use assumptions reflective of the City's and Town's development plans.
- SEWRPC noted WisDOT will be involved in the traffic forecasting effort. raSmith will coordinate with both agencies during the forecast development task.
- raSmith will calculate the weekday daily, weekday morning peak hour, weekday evening peak hour and Saturday midday peak hour trips expected to be generated by each of the future developments identified by the City and Town.
- raSmith will assign the weekday peak hour trips for each development at their respective access roadways. The development trips will NOT be assigned throughout the entire study area roadway network.

Traffic Analysis

- Since the goal of the project is to identify potential roadway typical sections, intersection footprints and access windows, the traffic analysis will focus on the highest volume conditions.
- raSmith will analyze the seven public street study area intersections during the weekday morning and evening peak hours of one of the following scenarios with the highest design year forecast traffic volumes.
 - a. Existing roadway alignments and current SEWRPC land use assumptions
 - b. Existing roadway alignments and land use assumptions reflective of the City's and Town's development plans
- raSmith will analyze the WIS 60 intersections with Washington Avenue with the higher future traffic volumes generated by the land use scenarios and the potential intersection geometry/alignment.
- raSmith will analyze the development access roadways/driveways along the study area roadways during the weekday morning and evening peak hours for the Year 2050 high traffic volume scenario. The access analysis will be based on the SEWRPC forecasts for the mainline roadways and the development's trip generation assignment on the access roadways.
- raSmith will identify potential geometric and traffic control improvements for the future design year conditions to allow all intersections to operate safely and efficiently, including the development driveways. It should be noted these are preliminary improvement assessments to aid in planning, and they should not be considered recommendations.
- raSmith will identify potential intersection traffic control changes, but signal warrant analyses and WisDOT's formal Intersection Control Evaluations (ICE) will not be conducted.

Access Plan

- raSmith will recommend access "windows" along the public streets for each development based on the following factors:
 - a. Abutting roadway functional classification
 - b. Abutting roadway forecast traffic volumes, typical section and speed limit
 - c. Development size, land uses and intensity, including peak hour traffic volumes
 - d. Adjacent intersection spacing, traffic control and anticipated operations
 - e. Intersection functional area

Report

raSmith will summarize the methodology, findings and recommendations in a Draft report for submittal to the City and Town. raSmith will address the City's and Town's comments and submit a Final report to both agencies. The report will include the access plan map that can be shared and discussed with WisDOT.



Mr. Mikko Hilvo
City Administrator
City of Cedarburg
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Meetings

raSmith will attend up to three meetings with the City, Town and/or WisDOT to discuss the study. It is anticipated two of the meetings would be virtual.

Study Assumptions

raSmith assumes the following for the purposes of this study:

- The study will include up to eight developments identified by the City and Town for purposes of trip generation, trip assignments, and intersection analysis.
- The trip generation, trip assignment and analysis will only be conducted for one site plan/concept plan per development.
- raSmith will assign and analyze traffic at up to two access roadway intersections per development.

Completion Schedule

raSmith anticipates the following project schedule based on a mid-August start date:

- August-September: Collect and compile development, roadway and traffic data.
- September-October: Develop Future Traffic Forecasts. SEWRPC indicated they would need up to eight weeks to complete the forecasts and their primary modeler would be on leave for the month of August.
- November: Traffic Analysis
- December: Preliminary Findings and Draft Report Submittal
- January 2025: Final Report Submittal

Professional Fees

The above services will be provided for a lump sum fee of \$45,760, including expenses.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 180 days.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

Sincerely,
raSmith

Patrick E. Hawley, P.E., PTOE, RSP
Transportation Assistant Division Director

Enclosures: Professional Services Agreement - Contract

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PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Cedarburg ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Traffic planning and access study ("Project").

Professional's services under this Agreement are generally identified as follows:

Please see Scope of Services in the attached Proposal letter. ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 **Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 **Lien Notice**

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Cedarburg Traffic Planning and Access Study

Client: City of Cedarburg

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: Mikko Hilvo

Print name: Patrick E Hawley, P.E., PTOE, RSP

Title: City Administrator

Title: Assistant Division Director Transportation

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of Cedarburg

R.A. Smith, Inc.

W63N645 Washington Avenue

16745 West Bluemound Road

Cedarburg, WI 53012

Brookfield, WI 53005

Client's Phone:

Professional's Phone: (262) 317-3217

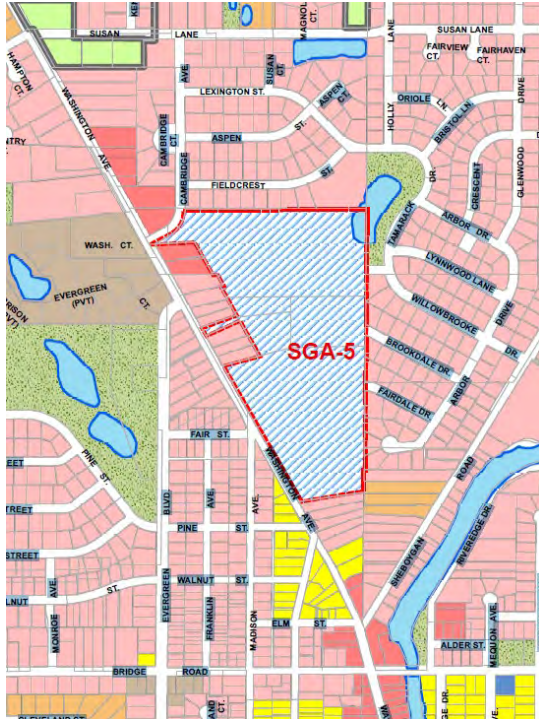
Client's Email:

Professional's Email: pat.hawley@rasmith.com

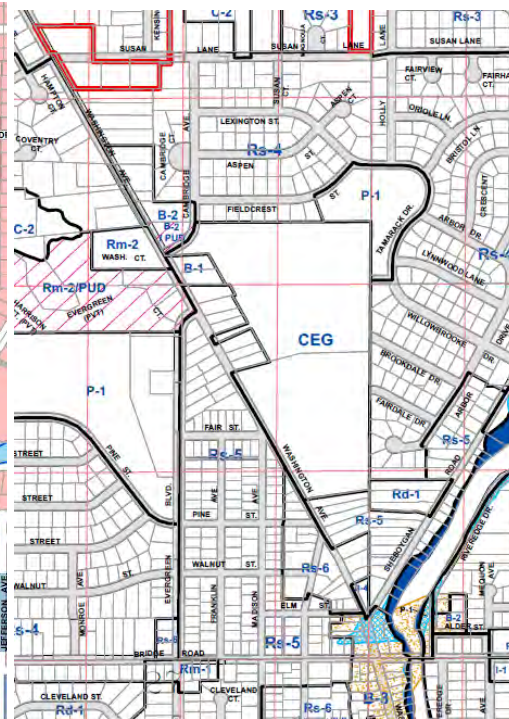
CURRENT SGA 5

Approximate Acres: 38.28

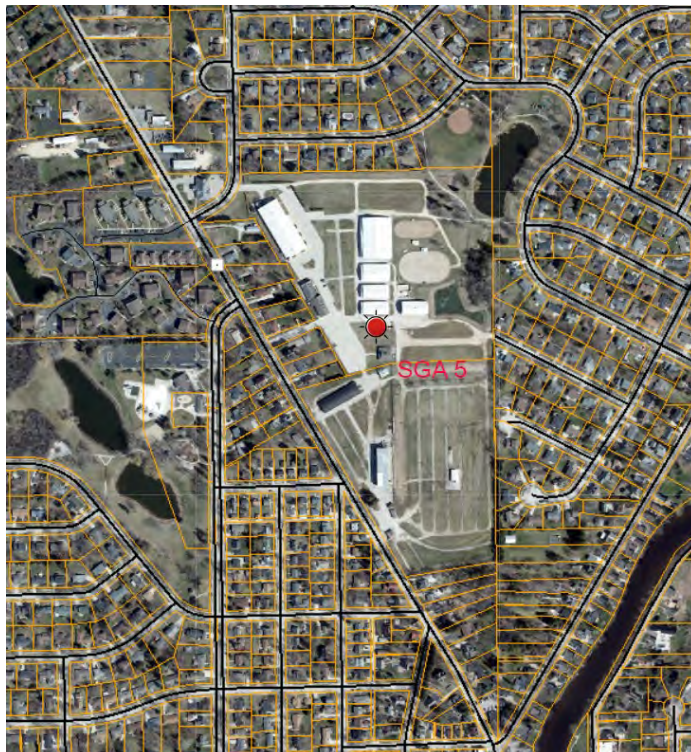
Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 5

SGA-5 The Ozaukee Fairgrounds. If the Fair Grounds are ever relocated from this site, residential land uses should be considered at densities consistent with the area.

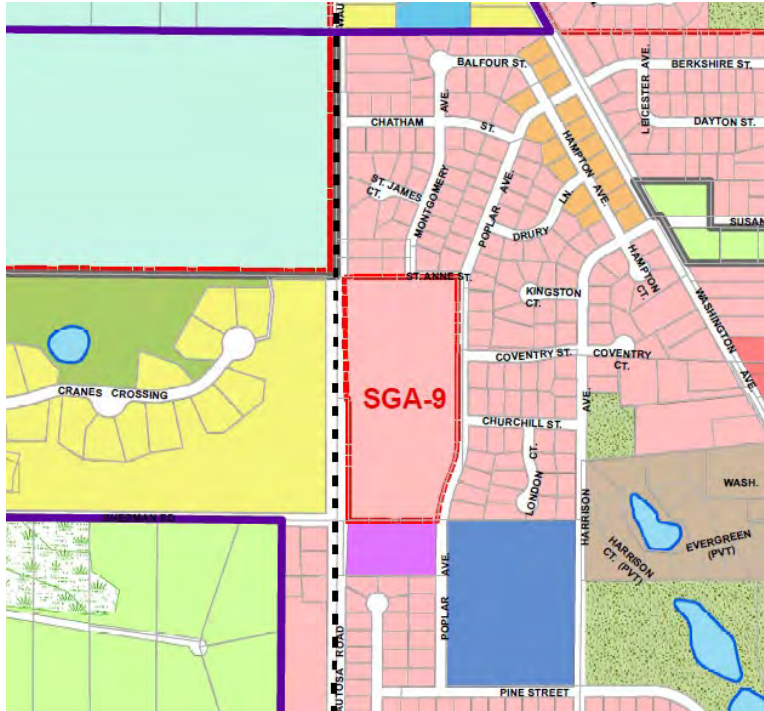
Updated Information Regarding SGA 5

- This land is fully developed in active park uses.
- It is minimally encumbered in the northeast corner by wetland and open water.
- Maintain the designation on our Land Use Plan of Community Exhibition/Fairgrounds.
- Remove this area from the Smart Growth list.

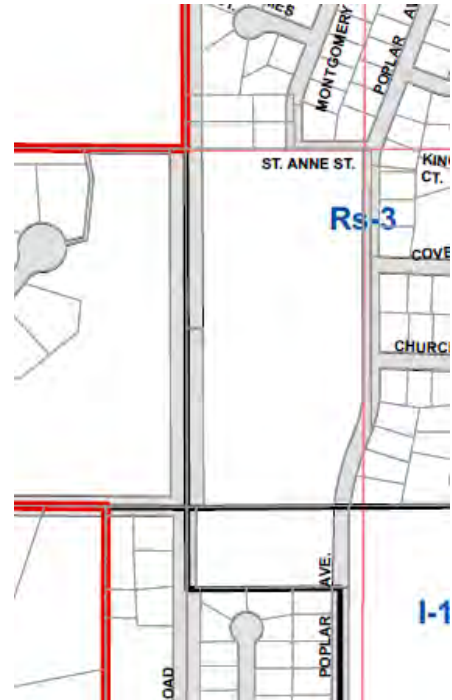
CURRENT SGA 9

Approximate Acres: 18.28

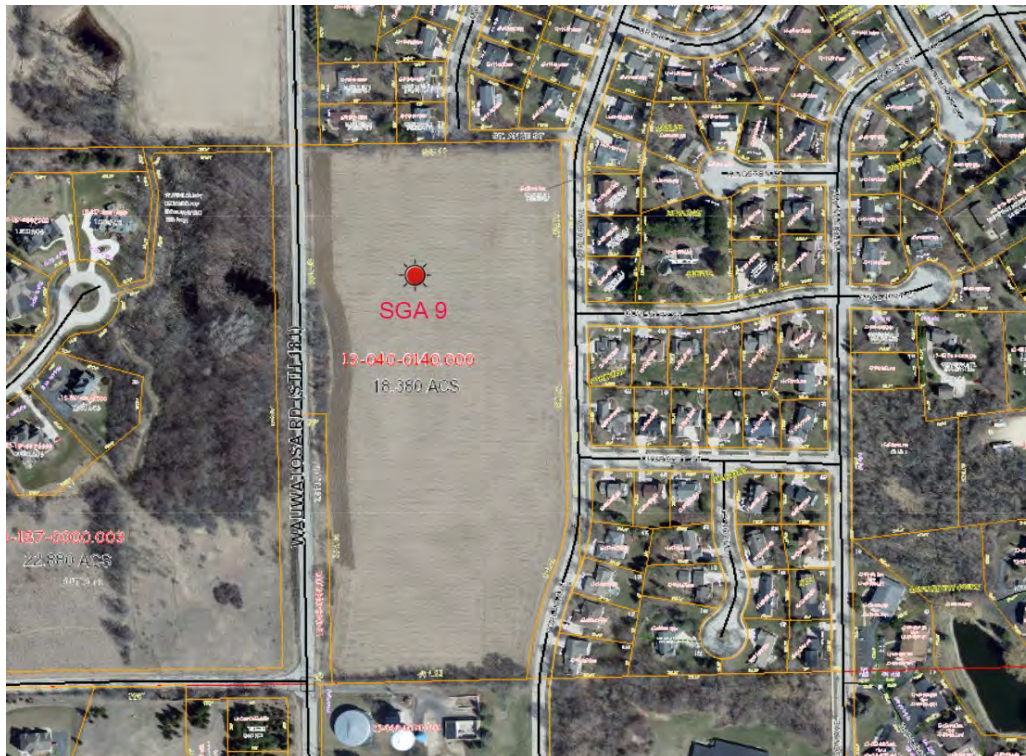
Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 9

SGA-9 The Vacant Land located between Wauwatosa Road and Poplar Avenue, northwest of Wauwatosa Road/Sherman Road Intersection.
This area is appropriately classified as Medium-Density Detached Urban Development.

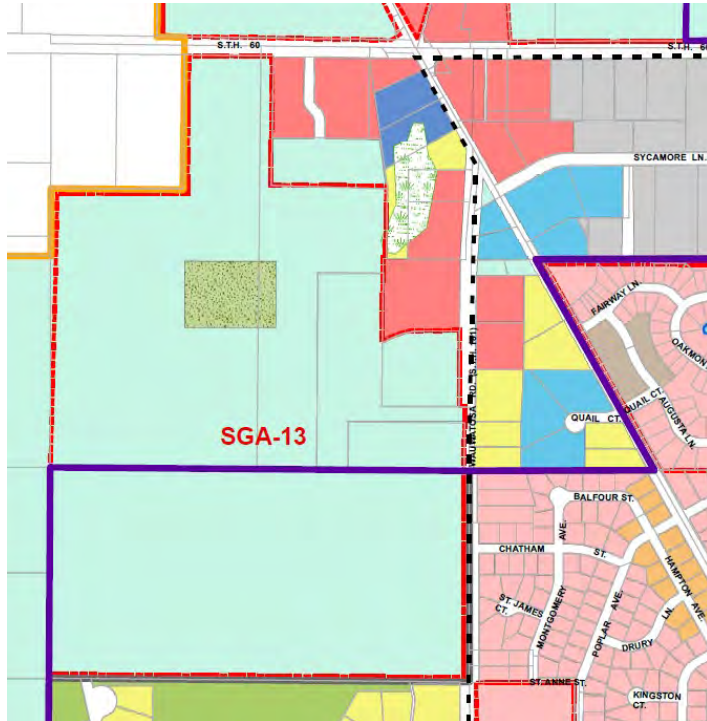
Proposed New Verbiage of The Comprehensive Plan Regarding SGA 9

- Medium-Density Residential Land Use Classification comports with the following Zoning Districts: TBD
- No direct access is or will be available to STH 181/Wauwatosa Road.
- This site does not appear to be encumbered by any wetlands, shorelands, navigable waters or environmental corridor.
- TBD

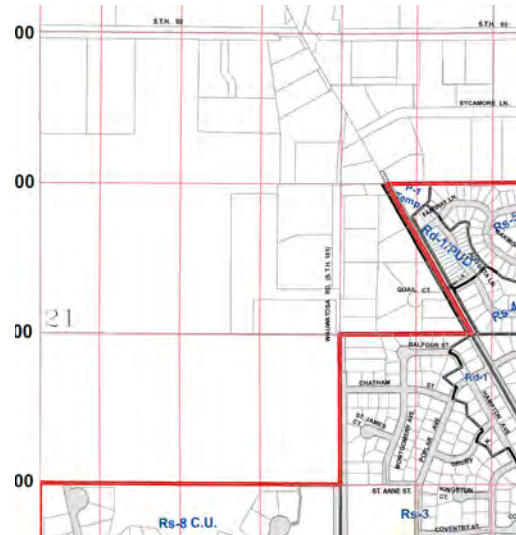
CURRENT SGA 13

Approximate Acres: 94.76 acres in the north portion, and 79.76 acres in the south portion.

Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 13

SGA-13 Area north of the Seidler Pond Subdivision along the west side of Wauwatosa Road. Neighborhood land use plan that can be adequately served by public utilities must be approved prior to annexation.

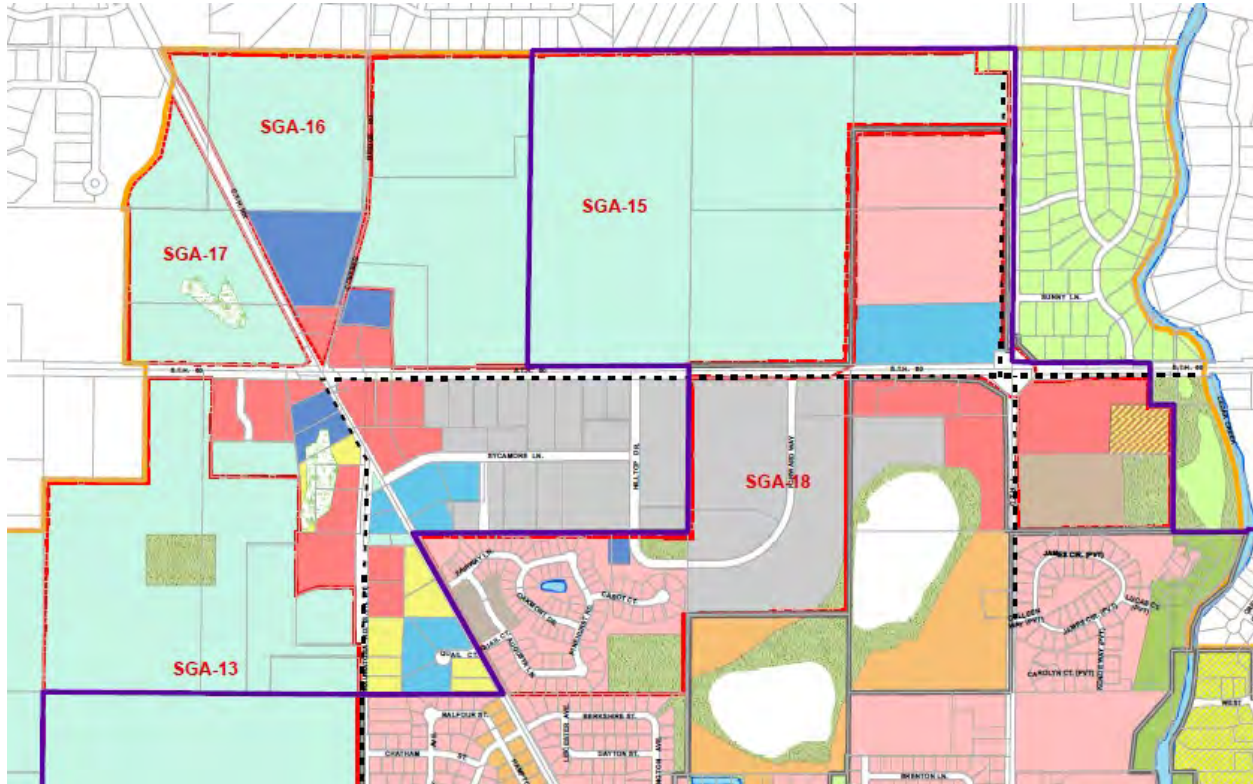
Proposed New Verbiage of The Comprehensive Plan Regarding SGA 13

- This area is currently located entirely within the Town of Cedarburg.
 - o The north portion (i.e. the Prochnow lands) lies outside of the “City Growth Area” according to the 2021 Intergovernmental Agreement with the Town of Cedarburg (see Appendix C).
 - o The south portion (i.e., the Bentz property) is inside of the “City Growth Area”.
- This site does contain various environmental encumbrances such as Wetland, Shoreland, and Shoreland Wetlands.
- TBD

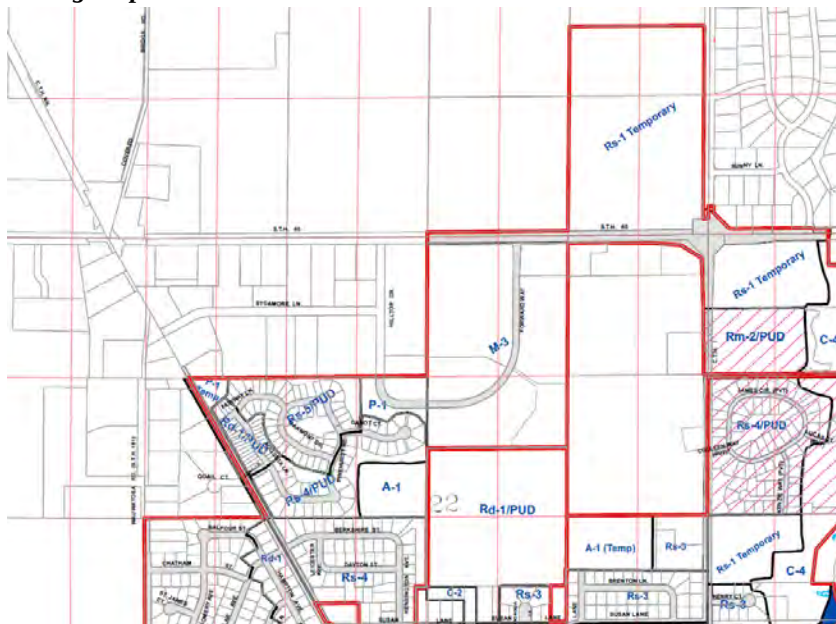
CURRENT SGA 15

Approximate Acres: 302 acres total.

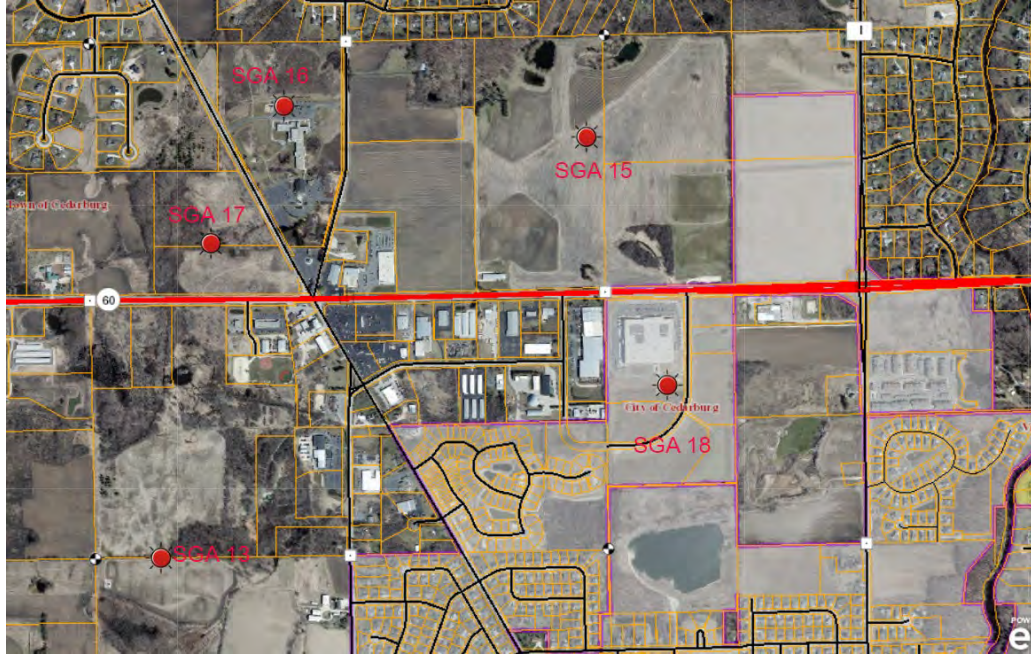
Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 15

SGA-15 Grob Field area along the north side of Highway 60 east of the 5 Corners intersection. Neighborhood land use plan that can be adequately served by public utilities must be approved prior to annexation.

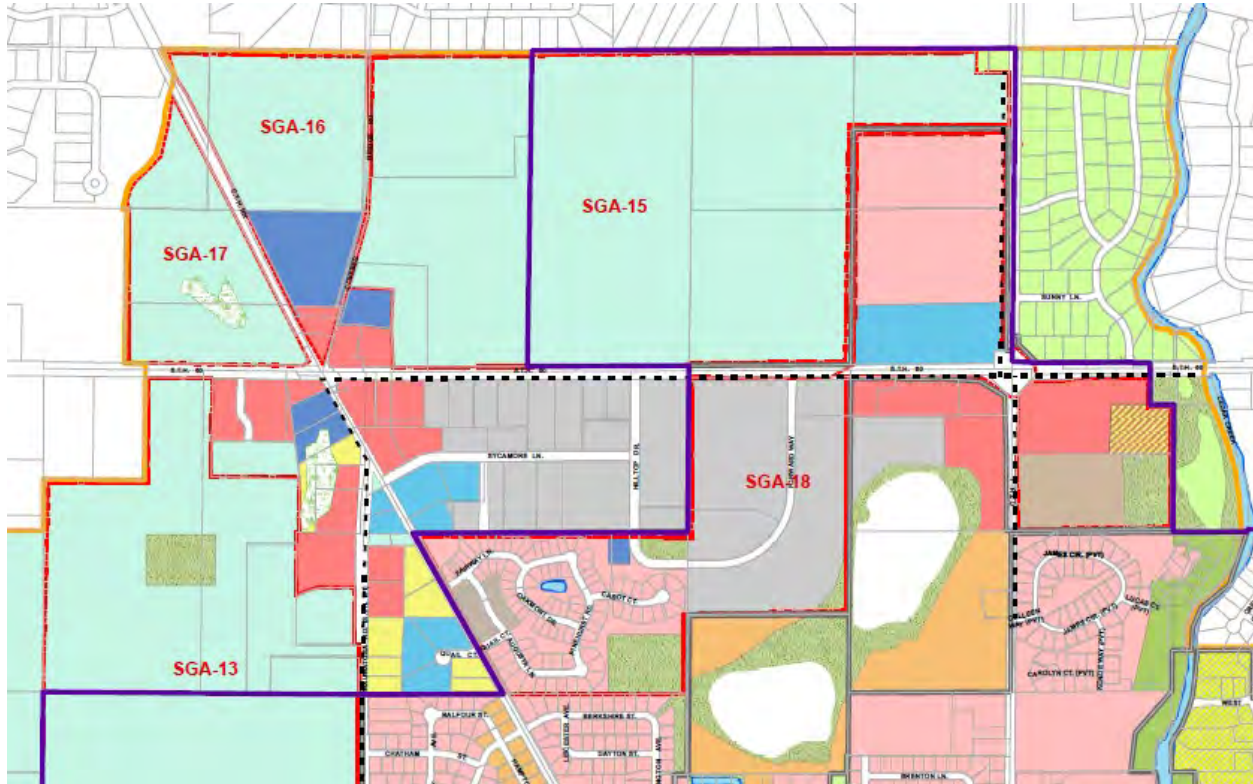
Proposed New Verbiage of The Comprehensive Plan Regarding SGA 15

- Approximately 36.99 acres of this area is currently in the City.
 - o Of the remaining 228 acres, approximately 69.81 acres lie outside of the “City Growth Area” according to the 2021 Intergovernmental Agreement with the Town of Cedarburg (see Appendix C).
- This site does contain some, albeit rather limited in the scheme of the overall acreage, environmental encumbrances such as Wetland, Shoreland, and Shoreland Wetlands.
- Access from this area to Hwy 60 will be controlled by Wis DOT. This area covers approximately 1 mile from west to east between Covered Bridge Road and Hwy I/Sheboygan Road. Consideration should be given to ensuring an identifiable local collector running from west to east is included in the development plan.
- TBD

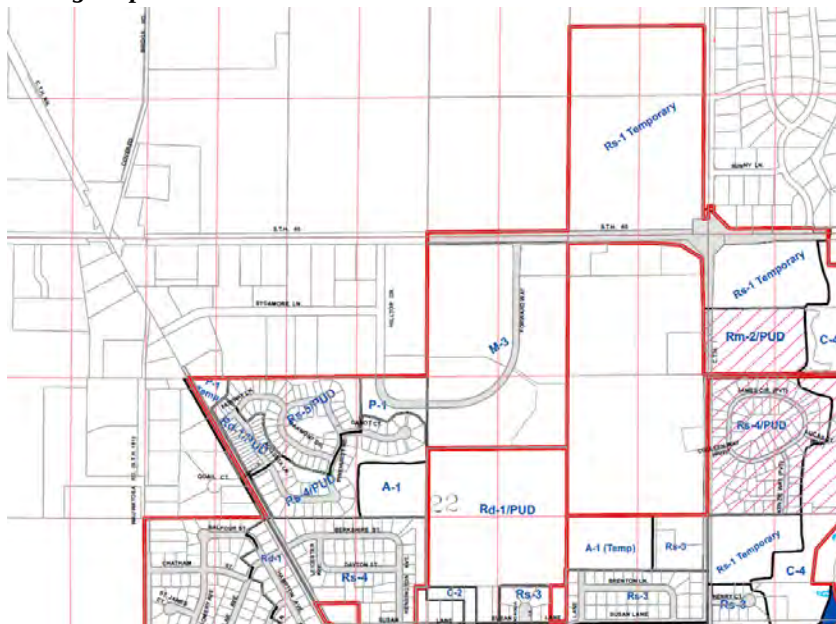
CURRENT SGA 16

Approximate Acres: 48.71

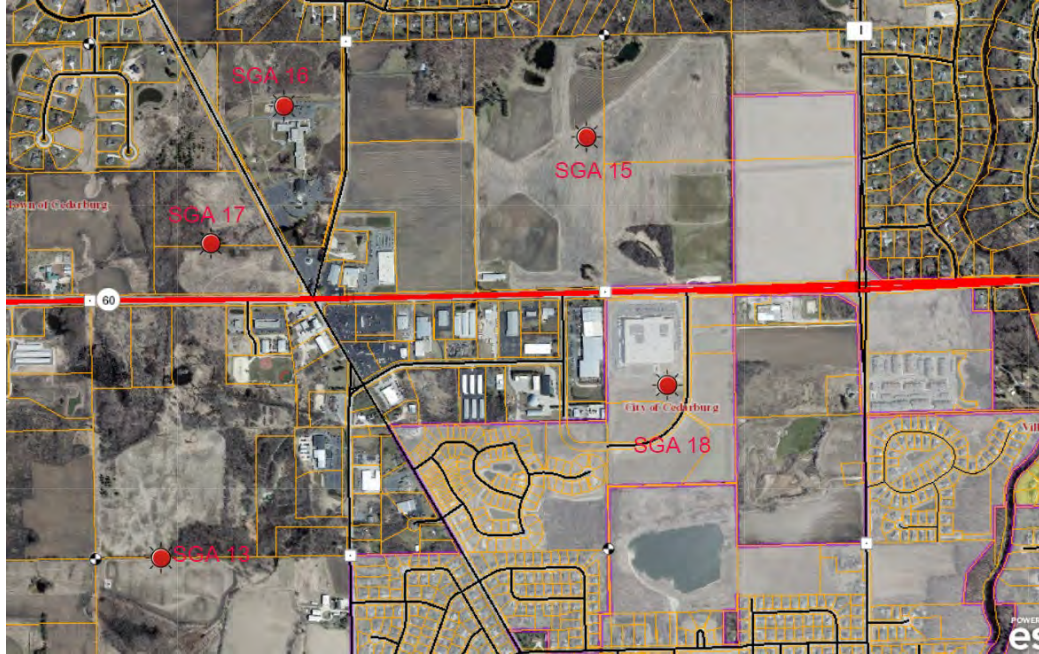
Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 16

SGA-16 Area north of 1375 Covered Bridge Road (St. Francis Borgia Church).
Neighborhood land use plan that can be adequately served by public
utilities must be approved prior to annexation.

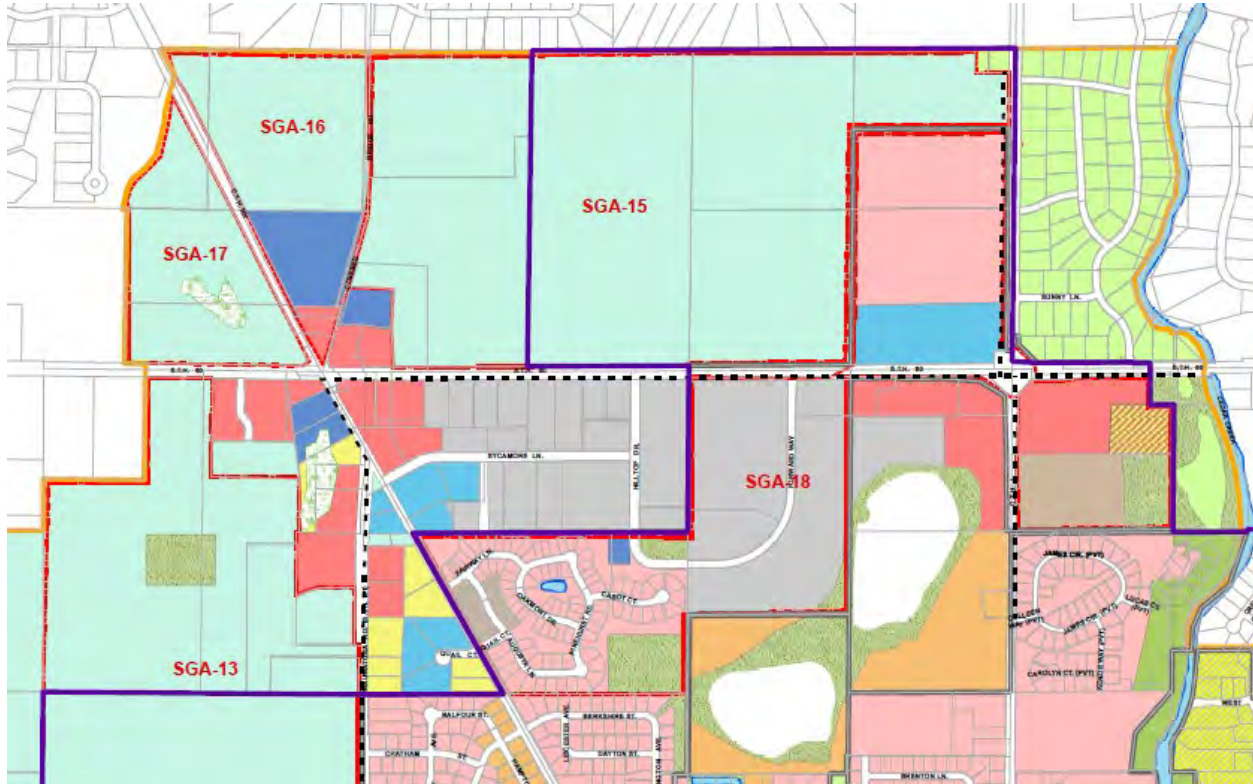
Proposed New Verbiage of The Comprehensive Plan Regarding SGA 16

- This area is now ‘fully’ occupied by Saint Francis Borgia Church and School.
- Designate as Governmental and Institutional on the Land use Plan.
- Remove this area from the Smart Growth list.

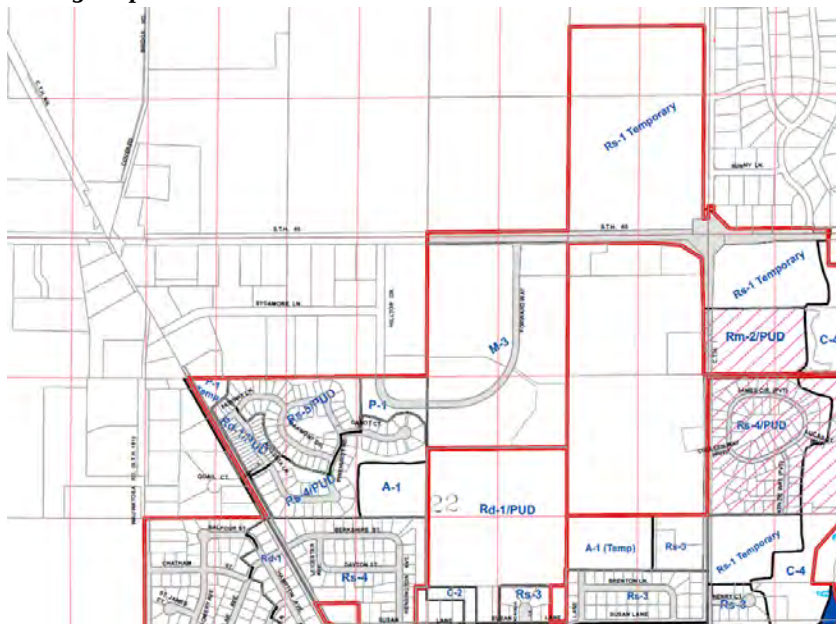
CURRENT SGA 17

Approximate Acres: 35.27

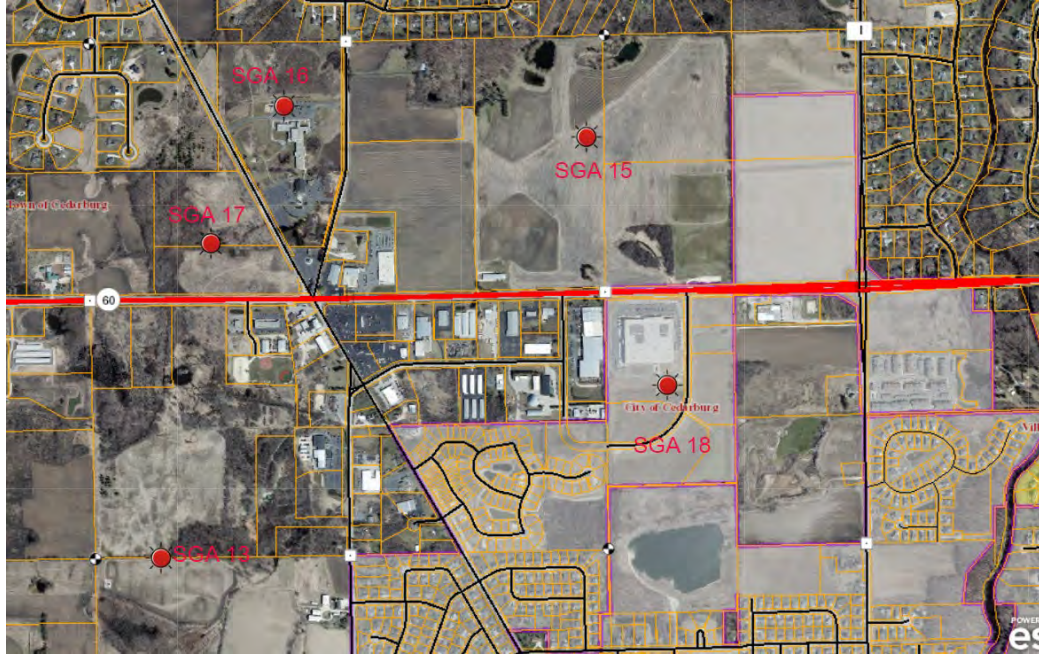
Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 17

SGA-17 Northwest corner of the 5 Corners intersection. Neighborhood land use plan that can be adequately served by public utilities must be approved prior to annexation.

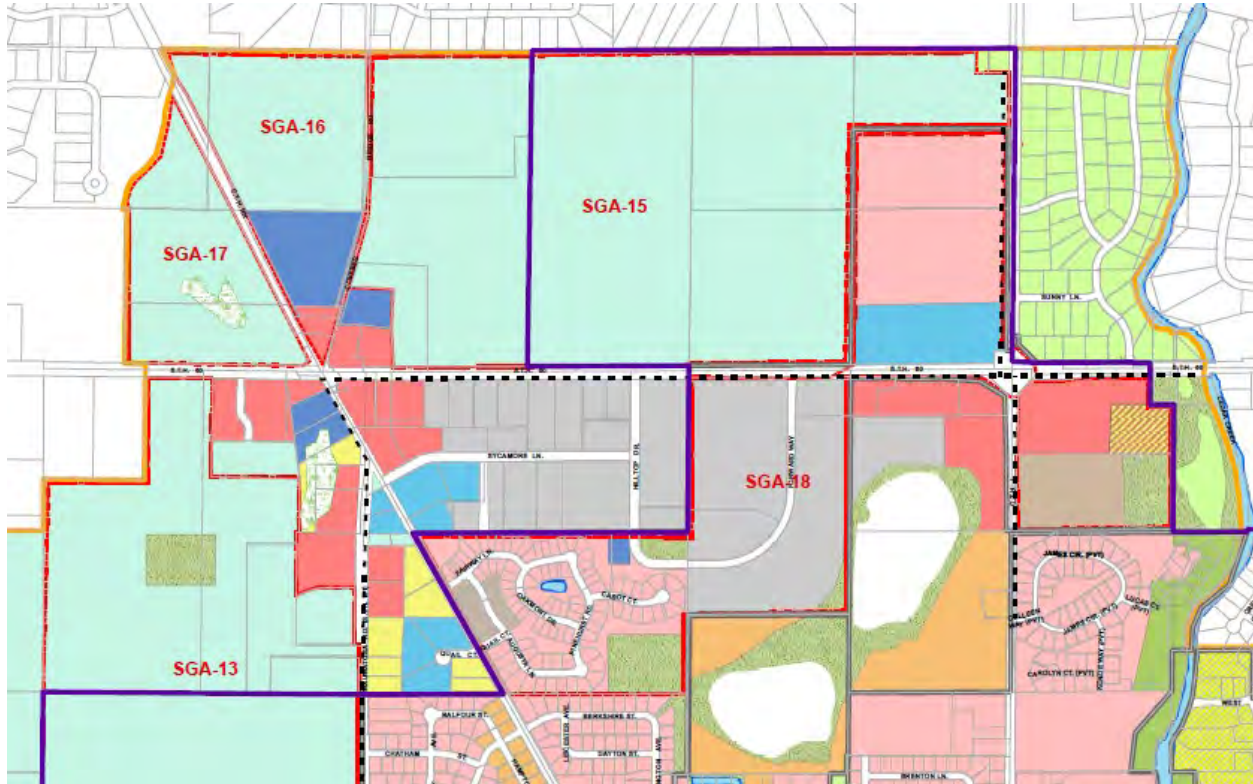
Proposed New Verbiage of The Comprehensive Plan Regarding SGA 17

- This land remains vacant.
- It is somewhat encumbered by wetland, shoreland, and shoreland wetlands.
- Designate on our Land Use Plan to be consistent with Town of Cedarburg Land Use Plan (pending adoption).
- Remove this area from the Smart Growth list.

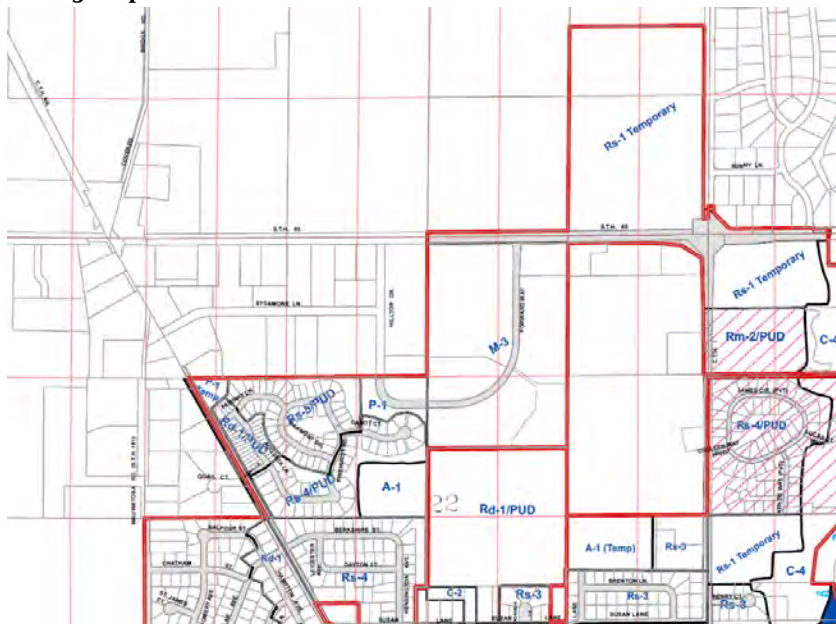
CURRENT SGA 18

Approximate Acres: 55.24

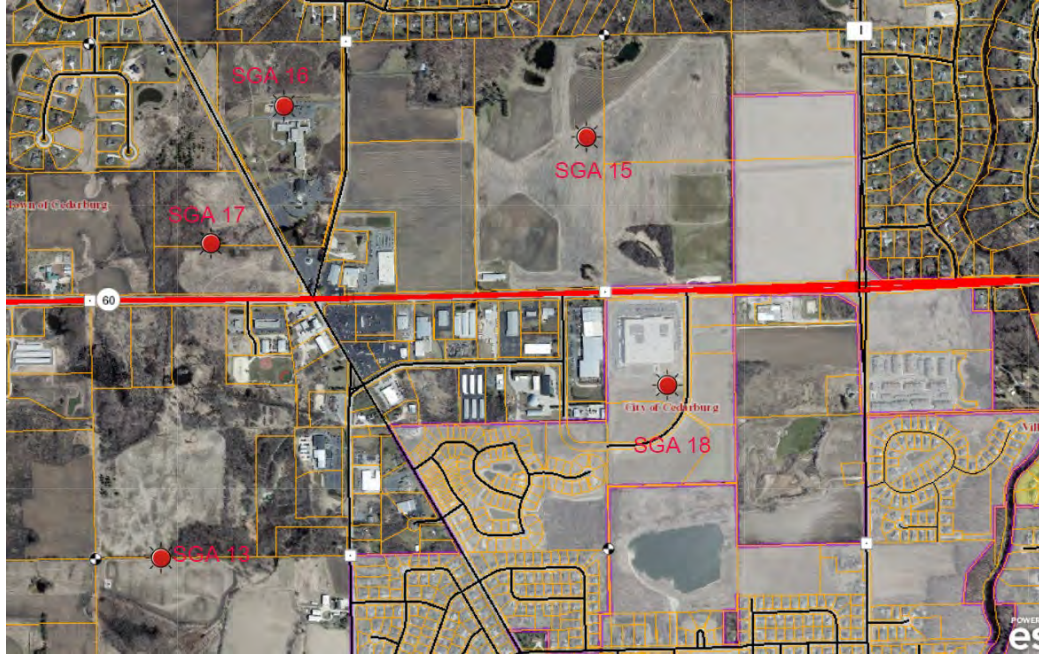
Land use Map



Zoning Map



2022 Aerial Photo



Current Verbiage of The Comprehensive Plan Regarding SGA 18

SGA-18 TID #2. This area has been master-planned to meet the requirements of a mixed- use TID and will be monitored to maintain consistency with the approved plan.

Proposed New Verbiage of The Comprehensive Plan Regarding SGA 18

- This land is now developed as City of Cedarburg Hwy 60 Business Park and building has begun.
- It contains a limited few spots of wetland character.
- Maintain the designation on our Land Use Plan of Industrial and Manufacturing.
- Remove this area from the Smart Growth list.

Appendix B to Comprehensive Plan - Target 2050

The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

Resolution 2021-8

“RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF CEDARBURG AND TOWN OF CEDARBURG TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT AND FOR THE CONNECTION OF FORWARD WAY TO HILLTOP DRIVE”

WHEREAS, Section 66.0301(6)(a) of the Wisconsin Statutes provides that any two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and

WHEREAS, Section 66.0301(6)(c) of the Wisconsin Statutes provides that before any such agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and, before each municipality may adopt such resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the 7th day of July, 2021, after due public notice, a public hearing was held before the Town Board of the Town of Cedarburg regarding the Intergovernmental Agreement between the City of Cedarburg and Town of Cedarburg to provide for orderly growth and development and for the connection of Forward Way to Hilltop Drive, a copy of said Agreement is attached to this Resolution and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Cedarburg does hereby approve the Intergovernmental Agreement between City of Cedarburg and Town of Cedarburg to provide for orderly growth and development and for the connection of Forward Way to Hilltop Drive, as set forth in the attached Agreement, incorporated herein by reference.

Adopted this 7th day of July, 2021.



David M. Salvaggio, Town Chairman

Attest:



Jack Johnston, Assistant Administrator/Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF CEDARBURG AND TOWN OF CEDARBURG
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
AND FOR THE CONNECTION OF FORWARD WAY TO HILLTOP DRIVE**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Cedarburg ("City"), a Wisconsin municipal corporation, and the Town of Cedarburg ("Town"), both located in Ozaukee County, Wisconsin. The City and the Town may be individually referred to herein as "Party" or collectively as "Parties". The purpose of the Agreement is to set forth the procedures, terms, and conditions by which the parties wish to achieve the following mutual goals pursuant to Section 66.0301, of the Wisconsin Statutes:

Orderly, planned growth for the City and the Town and the provision of appropriate, cost effective municipal services for such development;

Orderly, planned boundaries between the City and the Town, promoting cost effective provision of services and more efficient operation of all units of government;

Prevention of unplanned development leading to urban sprawl, and protection of the area's natural resources; and

Promotion of quality development in the City and the Town.

**ARTICLE I
DEFINITIONS**

1.1 City Growth Area. Attached and incorporated by reference is a map, marked **Zoning Map A**, showing the area that is identified as the "City Growth Area". The City Growth Area consists of developed and undeveloped land within the Town that the Parties acknowledge may be annexed at the request of the property owner and/or developed within the City's future municipal boundaries. City Smart Growth areas are included within the City Growth Area. The City Growth Area is intended to be sufficient for at least the next 20 years of City growth.

1.2 Town Area. The remaining areas not included as City Growth Area shall be referred to herein as "Town Area". The Town Area consists primarily of developed and undeveloped land that the Parties acknowledge shall remain under the Town's jurisdiction and/or developed within the Town during the term of this Agreement. The Town Area is intended to be sufficient for at least the next 20 years of Town growth and will be guided by the Town Comprehensive Plan.

1.3 Smart Growth Area. The term "Smart Growth Area", as used herein, shall have the meaning given in the City Smart Growth Comprehensive Land Use Plan - 2025, passed,

approved and adopted by the City on February 25, 2008, by Ordinance No. 2008-06, as amended.

1.4 Rural Profile. The term “Rural profile”, as used herein, shall mean the construction of a public roadway without curb, gutter, or storm sewer, but, rather, with gravel shoulder and ditch construction.

ARTICLE II NATURE OF THIS AGREEMENT

2.1 Intergovernmental Cooperation. This Agreement is entered into pursuant to and in accordance with the provisions of Section 66.0301, Wis. Stats.; it shall be liberally construed and enforced in favor of cooperative action between the Parties. The Parties agree the adoption of this agreement does not in and of itself result in the change of the jurisdiction of any territory or a boundary change.

2.2 Effectiveness of Agreement. Notwithstanding any provision to the contrary contained herein, this Agreement shall not become effective unless and until the Governing Body of each Party has adopted an “Authorizing Resolution”, which Resolution approves of this Agreement and authorizes its execution, and this Agreement is fully executed by all such authorized individuals. If such Authorizing Resolutions are not so duly adopted by the Governing Body of each Party on or before July 7, 2021, then in such event, this Agreement shall not become effective.

2.3 Public Hearing. Prior to the adoption of the Authorizing Resolutions, each Party held a public hearing on this Agreement. Each Party gave notice of this Agreement and public hearing thereon by publishing a Class 1 notice under Ch. 985. At the public hearing, each Party hereto provided proof of such publication.

2.4 Publication of Agreement. When each of the Parties hereto has adopted the Authorizing Resolution, the Parties shall jointly publish this Agreement as a Class 1 notice under Ch. 985 in a newspaper of general circulation within the jurisdiction of each Party.

2.5 Effective Date. The “effective Date” for purposes of this Agreement shall be the date of the adoption and publication of the final Party’s Authorizing Resolution.

ARTICLE III DEVELOPMENT WITHIN CITY GROWTH AREA

3.1 General Agreement. At such times that this Agreement remains in effect, including the Renewal Term, the following terms and conditions shall dictate future development and/or annexation of real property within the City Growth Area.

3.2 City Covenants. The City may annex territory at the request of the property owner from the City Growth Area upon receipt of a Petition for Annexation submitted in compliance with the Wisconsin Statutes.

3.3 Town Covenants. Prior to the expiration or termination of the Agreement, including the Renewal Term, for any reason, the Town agrees as follows concerning the City Growth Area:

a. The Town will cooperate to maintain currently undeveloped lands in an undeveloped state, in order to preserve them for potential future City development.

b. The Town will discourage premature development by imposing and maintaining zoning classifications that do not permit, or that discourage, development in violation of the terms herein. To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions within the City Growth Area.

c. The Town shall not challenge any annexation within the City Growth Area, including, but not limited to, annexation of town island parcels, nor shall the Town judicially oppose any annexations that are consistent with the terms of this Agreement. The Town will not financially support anyone who opposes or contests any such annexation within the City Growth Area. The City shall meet with Town officials prior to or shortly after the filing of any annexation petition for the purpose of discussing matters of mutual concern under this Agreement. If the Town is impleaded into an annexation lawsuit by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested annexation. The Town will also cooperate with the City on the dismissal of the Town as a party to the lawsuit.

ARTICLE IV DEVELOPMENT WITHIN TOWN

4.1 General Agreement. At such times that this Agreement remains in effect, including the Renewal Term, the following terms and conditions shall dictate future development and/or annexation of real property within the Town Area.

4.2 City Covenants. The boundaries of the City Growth Area are intended to establish the outer limits of annexation and the potential boundary of the City for the term of this Agreement, including the Renewal Term. Prior to the expiration or termination of the Agreement and the Renewal Term, for any reason, the City agrees that it will not annex any land from the Town Area, without prior Town approval. The City shall not implement/exercise Extraterritorial Zoning or Extraterritorial Plat review over Town lands within the Town Area for the duration of this Agreement, including the Renewal Term.

ARTICLE V ROADS

5.1 Hilltop Road and Forward Way. Pursuant to the Highway Order, issued by the Town conditionally or contemporaneously herewith, the extension of the City right-of-way and public roadway identified as Forward Way shall connect to the existing Town right-of-way and public roadway identified as Hilltop Drive, as set forth on **Exhibit B**, attached hereto and incorporated herein by reference. Such connection shall require completion of the construction of Hilltop Drive, to the corporate boundary of the City, and shall further result in anticipated increased traffic on Sycamore Drive, to its intersection with Washington Avenue. Therefore, the parties agree to share the costs of such construction and reconstruction of Hilltop Drive and Sycamore Drive, to its intersection with Washington Avenue, as follows:

a. **Hilltop Drive extension to Sycamore Drive intersection.** The City shall undertake, bid, construct and be financially responsible for the construction of Hilltop Drive, from the corporate boundary of the City, north to and including the intersection with Sycamore Drive. Said reconstruction shall be approximately as set forth on **Exhibit B**, with a Rural Profile. The City, its officers, employees, contractors, agents and assigns, shall be granted access at all reasonable times to this section of Hilltop Drive right-of-way for the purposes set forth herein. The Town shall reasonably cooperate with the reconstruction, which cooperation shall include, but is not necessarily limited to, assisting in traffic control and/or notices to adjacent or impacted landowners. Such work shall be completed by the City no later than December 31, 2022.

b. **Sycamore Drive reconstruction to Washington Avenue.** The City shall reimburse the Town for forty-five percent (45%) of the actual costs for the reconstruction of Sycamore Drive, identical to its existing construction and profile, from its intersection with Hilltop Drive west to the intersection with Washington Avenue. Such reimbursement shall not include the reconstruction of the intersection of Sycamore Drive and Washington Avenue, which is anticipated to be served by a four-way stop. The Town shall undertake, bid, construct and pay for such reconstruction, subject to the reimbursement set forth herein. The Town shall determine the reconstruction schedule. City shall be given a minimum of one-year advanced notice of said reimbursement ("Notice"), in order to properly budget for said cost. Said Notice shall include the approximate construction schedule, engineering designs for said extension, and actual or engineer's estimate of total and City reimbursement costs. The City shall make the reimbursement payment to the Town within two months of the Town sending the City a summary of the actual roadway construction costs.

ARTICLE VI PROHIBITION OF TOWN INCORPORATION

6.1 Prohibition on Incorporation. At such times that this Agreement remains in effect, including any Renewal Term, Incorporation by the Town, as set forth in Chapter 66 of the

Wisconsin Statutes, as amended, or any other applicable law, rule or regulation, shall be prohibited.

ARTICLE VII
TOWN COOPERATION WITH CITY UTILITY EASEMENT TO
CONNECT TO WATER RECYCLING CENTER

7.1 In the event that the City determines, in its sole discretion, that it is most appropriate to extend water and/or sewer lines through Town roads or right-of-way for purposes of extending or connecting the lines to a new or existing City water recycling center or sewer plant outside of the City on property located on Pioneer Road as identified on the attached Exhibit A, then the Town shall fully cooperate, in no way obstruct, and timely approve of such extension, pursuant to Chapter 196 of the Wisconsin Statutes, or any other applicable law, rule or regulation. The City shall be responsible, at City expense, for such installation, including restoration of the Town road(s) to the condition prior to construction. The City shall indemnify and hold harmless the Town for any and all claims which may arise related to such work in the Town Right of Way. Nothing herein shall require or in any way mandate that the City provide water or sewer service outside of its corporate boundaries. Any related work shall not result in the annexation of any Town properties.

ARTICLE VIII
TERM

8.1 Term. The initial term of this Agreement shall commence upon the Effective Date and continue for a ten (10) year period of time thereafter ("Initial Term").

8.2 Automatic Renewal; Renewal and Withdrawals. The Initial Term hereof shall be automatically extended for one (1) additional ten (10) year renewal term ("Renewal Term") commencing upon the expiration of the Initial Term; unless both Parties agree to terminate the automatic renewal term at least 120 days prior to the expiration of the Initial Term:

ARTICLE IX
NO CHALLENGES TO THIS AGREEMENT; REMEDIES

9.1 No Challenges. Each Party waives any and all rights each may have to commence or maintain any action or other proceeding to contest, invalidate, or otherwise challenge the validity or enforceability of this Agreement.

9.2 Defense. In the event of any action by any person other than a Party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall reasonably cooperate in order to preserve this Agreement. If both Parties are not named as a party to the said action, the other Party shall seek to intervene; and the named Party shall support such intervention. To the extent deemed appropriate by the governing bodies of the Parties, the Parties may jointly retain counsel to represent their interests in the event of such

challenge. No settlement of such an action shall be permitted without the approval of both Parties.

9.3 Breach. A Party's failure to comply with any provisions of this Agreement constitutes a breach of the Agreement.

9.4 Remedies. In the event of a breach of this Agreement, a Party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity. The breaching Party shall pay the other Party's attorney fees reasonably incurred in seeking specific performance or other remedies for the breach.

9.5 Mediation. In the event that the Parties are unable to resolve a dispute as to the construction or application of this Agreement, or if one Party believes there has been a breach by the other Party, the Parties shall participate in mediation of the dispute or the alleged breach. The mediator shall be an impartial individual found mutually acceptable to the Parties. In the event that the Parties are unable to agree to a mediator, within 30 days of written request for mediation by one Party, either Party may petition the Circuit Court for Ozaukee County for the appointment of a mediator pursuant to Chapter 708 of the Wisconsin Statutes. The Parties shall attempt in good faith to avoid litigation of disputes through mediation. The Parties shall share equally in the cost of the mediator. This Section 9.5, however, does not preclude any Party from instituting litigation, if necessary, in its opinion for the protection of its interests or if mediation is not successful. In the event of any litigation following failed mediation, the prevailing Party in such litigation is entitled to recover from the adverse Party its reasonable attorney's fees and disbursements.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Amendments. This Agreement may be amended in writing, from time to time, by mutual consent of both parties.

10.2 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the Parties' respective municipal clerks.

10.3 Enforceability and Compliance with Laws. The Parties have entered into this Agreement under the authority of Section 66.0301 of the Wisconsin Statutes. Its enforceability will not be affected by statutory amendments, changes in the forms of City or Town government, or changes in elected officials. The Parties agree that this Agreement shall be construed so as to be binding upon the Parties' respective officials, employees, successors and agents. This Agreement is consistent with all known state and federal laws and administrative rules and regulations. This Agreement shall be governed by the laws of the State of Wisconsin.

10.4 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior

agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be recorded with Register of Deeds for Ozaukee County. This Agreement may be used in litigation and may be introduced into evidence by either Party without objection in any action to enforce the terms of this Agreement.

10.5 No Waiver. The failure of a Party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the Parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by all affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of the Party that did not sign the waiver or release.

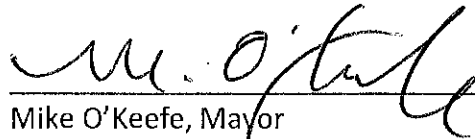
10.6 Performance Standard. This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld.

10.7 No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.

10.8 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

10.9 Severable Provisions. If any clause, provision, or section of this Agreement is declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect the remaining provisions.

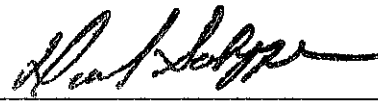
CITY OF CEDARBURG


Mike O'Keefe, Mayor

ATTEST:


Tracie Sette, Clerk

TOWN OF CEDARBURG

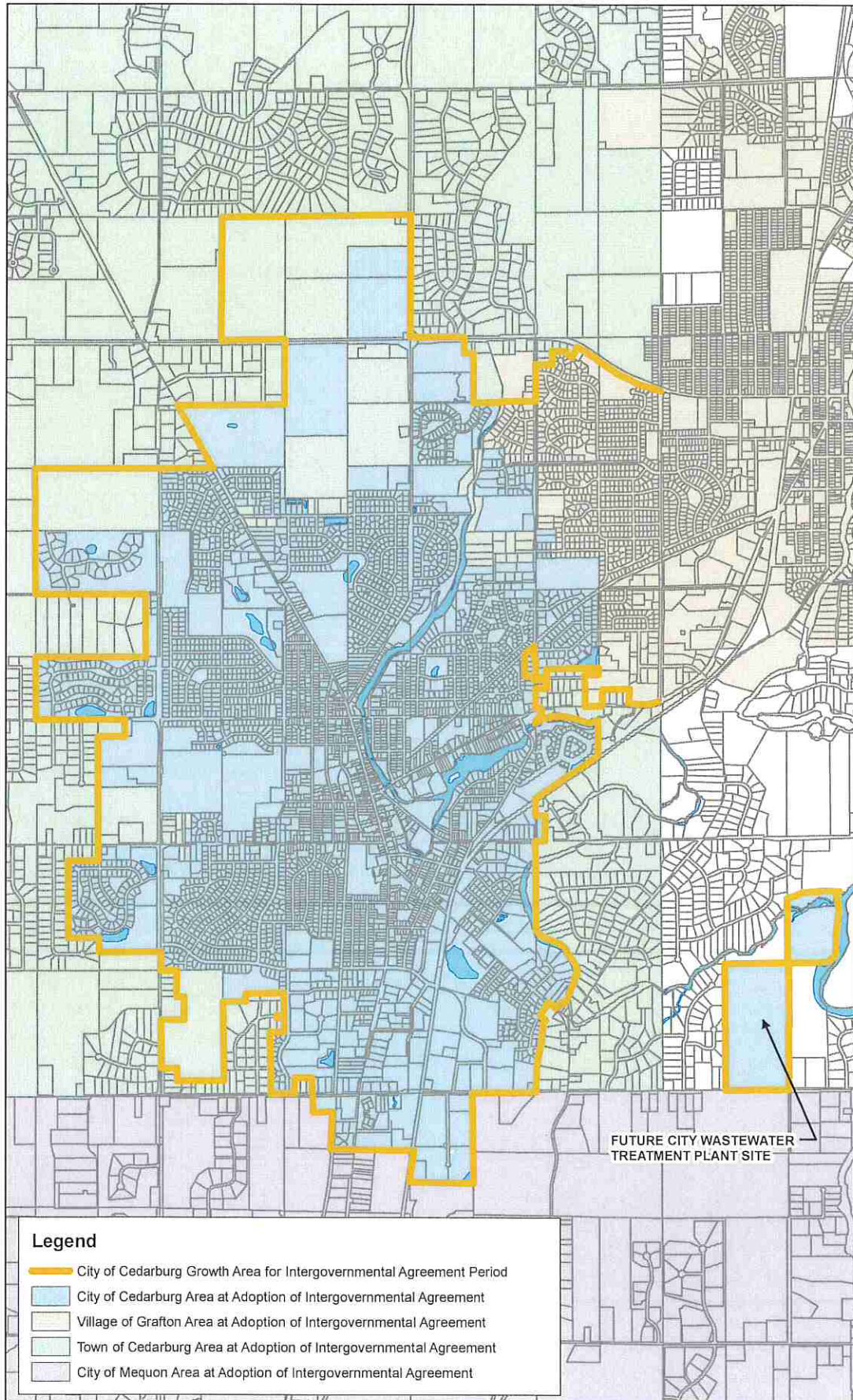

David Salvaggio, Chairman

ATTEST:


Jack Johnston, Clerk

ZONING MAP A

ZONING MAP A
CEDARBURG CITY AND TOWN INTERGOVERNMENTAL AGREEMENT MAP



ZONING MAP A
CEDARBURG CITY AND TOWN INTERGOVERNMENTAL AGREEMENT MAP

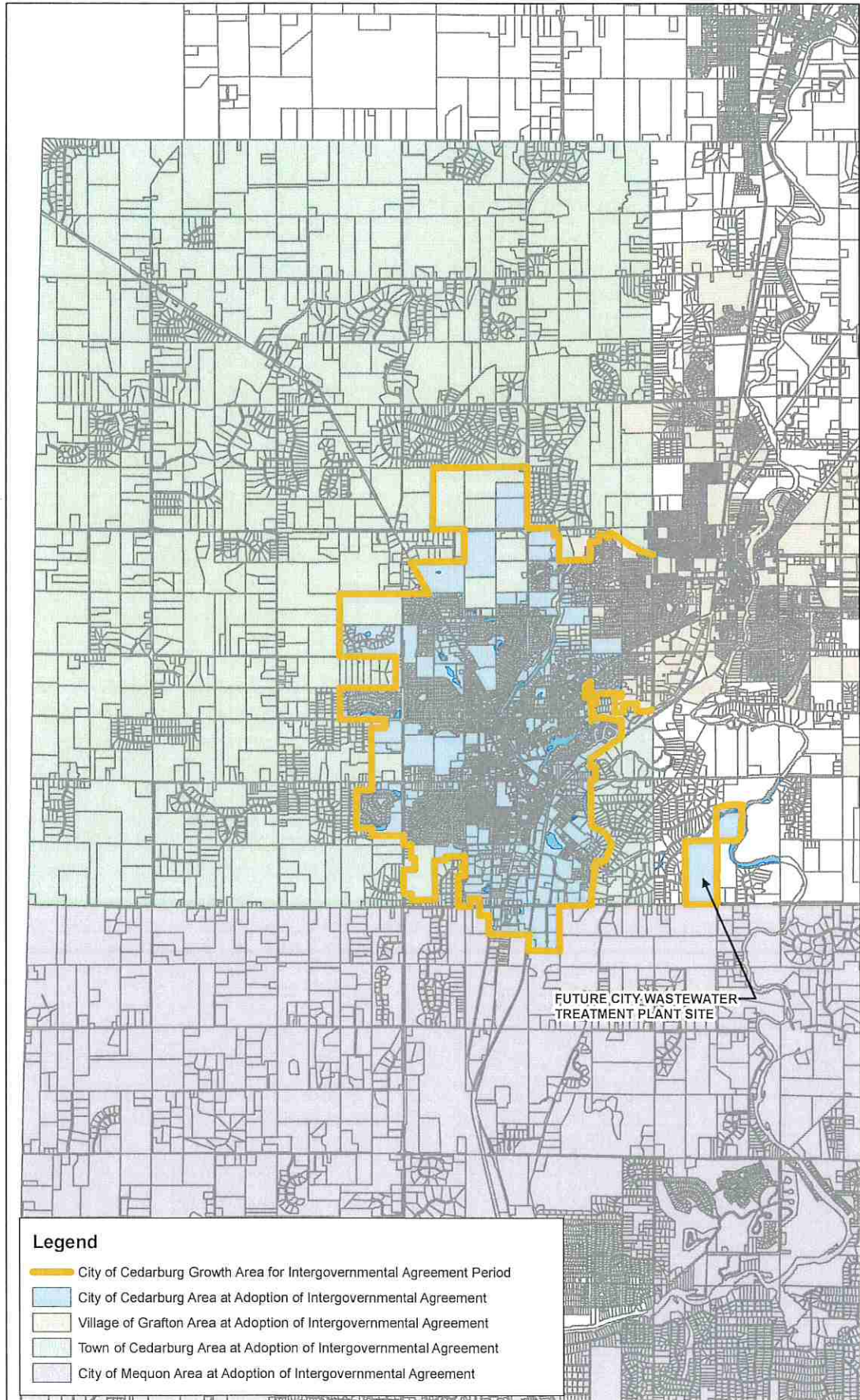


EXHIBIT B

EXHIBIT

HILLTOP DRIVE

(TOWN OF CEDARBURG ROADWAY)

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

Commencing at the Southwest corner of Lot 2 of CSM 1829, and the point of beginning; thence South 87° 52' 12" West 80.00 feet along the south line of the Town of Cedarburg Limits, 80.00' to the Southwest corner of Hilltop Drive; thence North 02° 07' 48" West along the West line of said Drive 38.52 feet to a point; thence North 87° 52' 12" East 80.00 feet to a point in the East line of said Drive; thence South 02° 07' 48" East along said East line 37.67 feet to the Southeast corner of said Drive and to the point of beginning.

Said land contains 3,048 square feet or 0.0699 acres.

June 4, 2021

Drawing No. 168106-RMK

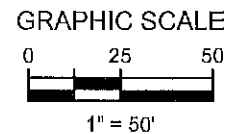
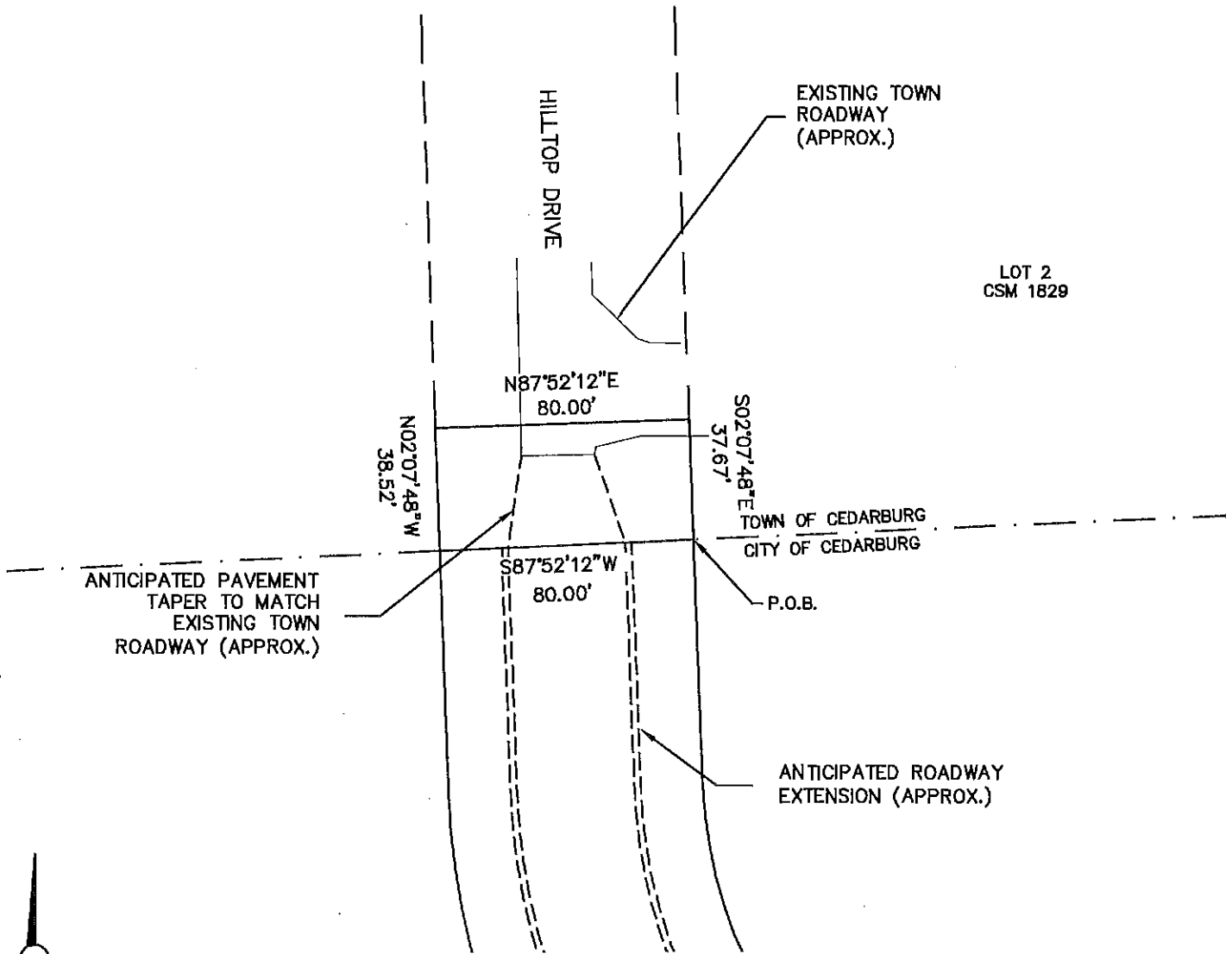
raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5936
(262) 781-1000
rasmith.com

EXHIBIT

HILLTOP DRIVE

(TOWN OF CEDARBURG ROADWAY)

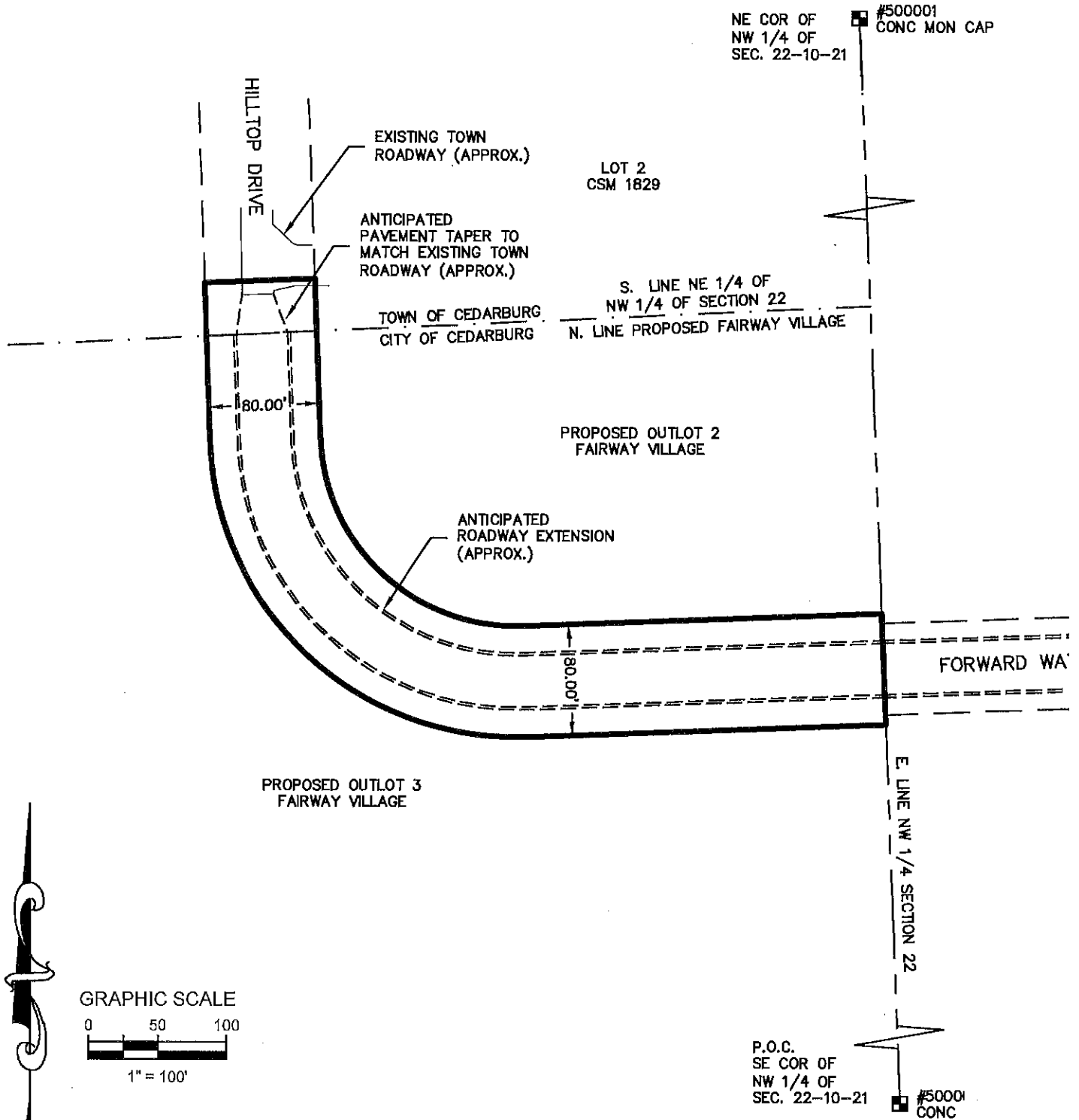


raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

EXHIBIT

HILLTOP DRIVE (ROADWAY LAYOUT)



raSmith

CREATIVITY BEYOND ENGINEERING

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Brookfield, WI 53005-5938
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rasmith.com

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: August 5, 2024

General Information:

Agenda Item: 6.C.

Applicant/Property Owner:

N.A./This item is City initiated

Requested Action:

Discussion, consideration and feedback to Staff regarding use of steel shipping containers as permanent principal or accessory structures on properties in the City.

Discussion:

The City recently received an inquiry about placing a 20 foot long steel shipping container, modified to include operable awning windows, pedestrian doors,... to serve as a permanent outdoor structure/appurtenance at a B-2 Community Business District zoned property. In this case, the pplicant would propose to use it as an outdoor bar in support of their outdoor dining and consumption area.

Sample image



A shipping container does appear to meet the definition of structure that the City has in its Code (i.e., *Structure. Any constructed, erected or placed material or combination of matter in or upon the*

ground, including buildings, towers, sheds, signs, poles, decorations, and carports but not including driveways or at-grade patios).

Presumably, this would be considered an accessory structure. [Section 13-1-22 of the Code](#) states that “*Architectural review and standards are required for all new principal buildings proposed for construction on all new lots created by a subdivision plat, by Certified Survey Map and on all infill lots. Architectural style is not restricted; however, structures must be compatible with the surrounding area. To provide criteria for the implementation of the purposes set forth in section 13-1-120, the following architectural review principles, criteria, and procedures are established ...*”. In the proposed new Code update language (which has been recommended but not adopted), the preceding language would be modified to include all buildings, not just principal buildings.

Before setting any precedent as to allowing these containers, the Planner would appreciate the Commissions feedback on the topic – whether to allow, and if so, with/under what conditions.