

**CITY OF CEDARBURG
MEETING OF COMMON COUNCIL
April 26, 2021 – 7:00 P.M.**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, April 26, 2021 at 7:00 p.m.** The meeting will be held online utilizing the zoom app. Information on how to access the meeting is attached to the meeting packet or can be requested by emailing: mhilvo@ci.cedarburg.wi.us.

AGENDA

1. CALL TO ORDER - Mayor Mike O'Keefe
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL: Present – Common Council – Mayor Mike O'Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Robert Simpson, Patricia Thome, Barbara Lythjohan
5. STATEMENT OF PUBLIC NOTICE
6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.
7. APPROVAL OF MINUTES – April 12, 2021 Common Council minutes*
8. NEW BUSINESS
 - A. Consider Fairway Village final plat and development agreement; and action thereon*
 - B. Discussion on utilizing cones to block off parking for businesses in the downtown district; and action thereon*
 - C. Consider request to obtain a parcel boundary survey for the property frontage just south of Highland Drive bridge over Cedar Creek; and action thereon*
 - D. Discussion on proposed amendments to Sections 6-2-8, 14-1-62, 14-1-70, 14-1-10, 14-1-100 and Chapter Four of Title Six of City Code pertaining to Trees and Shrubs*
 - E. Consider change in May Common Council meeting dates; and action thereon

- F. Consider Mayor O’Keefe’s Council Member appointments; and action thereon*
- G. Consider payment of bills dated 04/02/2021 through 04/16/2021, transfers for the period 04/08/2021 through 04/20/2021 and payroll for period 04/04/2021 through 04/17/2021; and action thereon*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. Administrator’s Report*
- B. Clerk’s Report
 - 1. Open Book and Board of Review update

10. COMMUNICATIONS

- A. Comments and suggestions from citizens
- B. Comments and announcements by Council Members
- C. Mayor Report

11. ADJOURN TO CLOSED SESSION

It is anticipated the Common Council will adjourn to closed session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Specifically, to be discussed are items B and C.

- A. Approval of closed session minutes – April 12, 2021
- B. Discussion on Hwy 60 Business Park Land Offer
- C. Discussion on application to alter a highway on a line between the Town of Cedarburg and the City of Cedarburg, relating to the connection of Forward Way to Hilltop Drive, and related intergovernmental agreement

12. RECONVENE TO OPEN SESSION

- A. Consider Hwy 60 Business Park Offer to Purchase; and action thereon
- B. Consider Resolution authorizing the application to alter a highway connecting Forward Way to Hilltop Drive; and action thereon

13. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee or

commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

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

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

*** *Information available through the Clerk's Office.*

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.

4/23/21 tas

To request reasonable accommodation, contact the Clerk's Office,
(262) 375-7606, email: cityhall@ci.cedarburg.wi.us.



CITY OF CEDARBURG PUBLIC MEETING POLICY DURING COVID-19

The City of Cedarburg will begin utilizing [zoom](#), an online meeting tool, to conduct City meetings. This includes all public meetings. We are cancelling all non-essential meetings and limiting agenda items but there are items that do require decisions to be made so that projects throughout the City can continue or get completed in a timely manner. We will continue to adhere to open meeting laws as set forth by the State of Wisconsin.



Most recently the Wisconsin Department of Justice issued an advisory on March 16, 2020, addressing this issue and stating that: "Governmental bodies typically can meet their open meetings obligations, while practicing social distancing to help protect public health, by conducting meetings via telephone conference calls if the public is provided with an effective way to monitor such calls (such as public distribution, at least 24 hours in advance, of dial-in information for a conference call)." The advisory emphasizes that "When an open meeting is held by teleconference or video conference, the public must have a means of monitoring the meeting. DOJ concludes that, under the present circumstances, a governmental body will typically be able to meet this obligation by providing the public with information (in accordance with notice requirements) for joining the meeting remotely, even if there is no central location at which the public can convene for the meeting.

CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 FOR PUBLIC

To download [zoom](#) on your mobile device, click on one of the following:



Here are the procedures for public to be able to view a meeting live through [zoom](#).

1. Contact the City Administrator, Mikko Hilvo, 2 hours in advance of the meeting you wish to attend via [zoom](#) by emailing him at mhilvo@ci.cedarburg.wi.us.
2. In your email Subject line please put down the meeting that you wish to attend (example: Common Council Meeting on 3-30-20 at 7:00pm).
3. Provide your Name, Address, Email, Phone Number to him via email with a request to join the meeting.
4. You will receive an invite to the meeting via email. Click on the invite prior to the meeting being held. The meeting will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
5. All public participants will have their microphone muted.
6. If, during public comment, anyone wishes to talk they should request to do so through the chat feature or by using the "hand" to wave at the meeting organizer. The administrator of the meeting will unmute you at the appropriate time and ask you to make your comments.

If you are unable to utilize a computer, iPad, or tablet to view the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, we can email one to you.

Contact Info: Mikko Hilvo, City Administrator, mhilvo@ci.cedarburg.wi.us, (262) 375-7917.



CITY OF CEDARBURG MEETING PROCEDURES DURING COVID-19 – FOR STAFF & BOARD MEMBERS

The City of Cedarburg will be utilizing the [zoom](#) app to hold public meetings starting March 23, 2020 until April 30, 2020. All meetings will adhere to Wisconsin Open Meetings Law. The [zoom](#) app provides an option for the public to join the meeting via computer, iPad, tablet, or phone. Meetings will also be recorded and made available through our Clerks office for viewing at a later time.

Here are the procedures for staff and board members to utilize [zoom](#).

1. The City Administrator, Mikko Hilvo, will email a meeting invite to each staff and board member 24 hours prior to the meeting.
2. If another staff member, council member, or presenter needs access to the meeting and the ability to discuss an item they should request to get a meeting invite by emailing mhilvo@ci.cedarburg.wi.us at minimum 6 hours prior to the meeting.
3. In your email Subject line please put down the meeting that you wish to attend. (Example: Common Council Meeting on 3-30-20 at 7:00pm)
4. Provide your Name, Address, Email, Phone Number and reason for attending the meeting to the administrator.
5. All agendas and documents that need to be shared during the meeting will be sent to members ahead of time and also provided electronically to the meeting organizer (City Administrator).
6. All meetings will be open 10 minutes prior to the scheduled meeting start time so you can check your microphone and camera setup.
7. All staff and/or board members will have their microphones on unless they mute it themselves. All public participants will have their microphone muted except during public comments or if they use the chat feature asking the administrator for permission to speak.
8. All Votes will be done through roll call.

If you are unable to utilize a computer, iPad, or tablet to participate in the meeting you can call or email ahead of time and a phone number will be given to you to call in on. If you do call in, we ask that you put your phone on mute when you are not talking. If you need an agenda, it can be emailed to you.

Contact Info: Mikko Hilvo, City Administrator, mhilvo@ci.cedarburg.wi.us, (262) 375-7917.

**CITY OF CEDARBURG
COMMON COUNCIL
April 12, 2021**

**CC20210412-1
UNAPPROVED**

A regular meeting of the Common Council of the City of Cedarburg, Wisconsin, was held online on Monday, April 12, 2021, utilizing the Zoom app.

Mayor O’Keefe called the meeting to order at 7:00 p.m.

Roll Call: Present - Mayor Michael O’Keefe, Council Members Sherry Bublitz, Jack Arnett, Kristin Burkart, Rick Verhaalen, Patricia Thome, Robert Simpson

Excused - Barbara Lythjohan

Also Present - City Administrator Mikko Hilvo, City Attorney Michael Herbrand, Deputy City Clerk Amy Kletzien, interested citizens and news media.

STATEMENT OF PUBLIC NOTICE

At Mayor O’Keefe’s request, Deputy City Clerk Kletzien verified that notice of this meeting was provided to the public by forwarding the agenda to the City’s official newspaper, the *News Graphic*, to all news media and citizens who requested copies, and by posting in accordance with the Wisconsin Open Meetings Law. Citizen’s present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

APPROVAL OF MINUTES

Motion made by Council Member Thome, seconded by Council Member Bublitz, to approve the March 29, 2021 Common Council minutes. Motion carried without a negative vote with Council Member Lythjohan excused.

OATHS OF OFFICE

Deputy City Clerk Kletzien administered the oath of office to Mayor Michael O’Keefe.

Deputy City Clerk Kletzien administered the oath of office to Council Member Jack Arnett (2nd Aldermanic District), Rick Verhaalen (4th Aldermanic District), and Patricia Thome (6th Aldermanic District).

ELECTION OF COMMON COUNCIL PRESIDENT

Motion made by Council Member Bublitz, seconded by Council Member Burkart, to nominate Council Member Thome as Council President.

Mayor O'Keefe asked for any additional nominations.

The Common Council voted by ballot which resulted in six votes for Council Member Thome and Council Member Lythjohan excused. Council Member Thome was elected Common Council President.

ELECTION OF COMMON COUNCIL REPRESENTATIVE TO PLAN COMMISSION

Motion made by Council Member Bublitz, seconded by Council Member Burkart, to nominate Council Member Thome as Common Council Representative to Plan Commission.

Motion made by Council Member Verhaalen, seconded by Council Member Bublitz, to nominate Council Member Arnett as Council Representative to the Plan Commission.

After discussion Council Member Arnett expressed that he was not interested in serving as Council Representative to the Plan Commission. The motion and second was withdrawn by Council Member Verhaalen and Council Member Bublitz

Mayor O'Keefe asked for any additional nominations.

The Common Council voted by ballot which resulted in six votes for Council Member Thome and Council Member Lythjohan excused. Council Member Thome was elected Common Council Representative to the Plan Commission.

NEW BUSINESS

CONSIDER RESOLUTION NO. 2021-06 DESIGNATING AND AUTHORIZING SIGNATURES FOR THE CITY OF CEDARBURG CHECKING AND SAVINGS ACCOUNTS FOR THE ENSUING YEAR; AND ACTION THEREON

Motion made by Council Member Thome, seconded by Council Member Burkart, to adopt Resolution No. 2021-06 designating and authorizing signatures for the City of Cedarburg checking and savings accounts for the ensuing year. Motion carried without a negative vote with Council Member Lythjohan excused.

DESIGNATION OF CITY'S OFFICIAL NEWSPAPER FOR ENSUING YEAR; AND ACTION THEREON

Motion made by Council Member Burkart, seconded by Council Member Simpson, to designate the *News Graphic* as the City's official newspaper for ensuing year. Motion carried without a negative vote with Council Member Lythjohan excused.

CONSIDER RESOLUTION NO. 2021-07 SUPPORT FOR SHARED REVENUE FUNDS; AND ACTION THEREON

City Administrator Hilvo explained that this Resolution was initiated by the League of Municipalities to let legislators know that a strong partnership in the form of increased shared revenue funding makes communities stronger and leads to a thriving state.

Motion made by Council Member Thome, seconded by Council Member Bublitz, to adopt Resolution No. 2021-07 for support for shared revenue funds. Motion carried without a negative vote with Council Member Lythjohan excused.

CONSIDER RESOLUTION NO. 2021-08 CREATING A JOINT CITY/TOWN FIRE COMMITTEE; AND ACTION THEREON

Mayor O'Keefe explained that this resolution is to create a Joint City/Town Fire Committee with the Town of Cedarburg to investigate the future of the fire services in our community. The current model has been in place for 154 years and is becoming unsustainable.

Motion made by Council Member Bublitz, seconded by Council Member Thome, to adopt Resolution No. 2021-08 creating a Joint City/Town Fire Committee. Motion carried without a negative vote with Council Member Lythjohan excused.

CONSIDER MAYORAL APPOINTMENTS TO THE JOINT CITY/TOWN FIRE COMMITTEE; AND ACTION THEREON

Motion made by Council Member Thome, seconded by Council Member Burkart, to approve Mayor O'Keefe's appointment of Daniel Den Boer and Scott Gonwa to the Joint City/Town Fire Committee.

The motion was amended by Council Member Thome, seconded by Council Member Burkart, to approve Council Member Simpson to the Joint City/Town Fire Committee. Motion carried without a negative vote with Council Member Lythjohan excused.

DISCUSS REQUEST FROM INTERFAITH CAREGIVERS OF OZAUKEE COUNTY TO UTILIZE PARKING SPACES AT WESTERN AVENUE PUBLIC PARKING LOT; AND ACTION THEREON

City Administrator Hilvo explained that Interfaith Caregivers is requesting the usage of two adjacent parking spaces located at N49 W6337 Western Rd. One space will be utilized for stationing of a wheelchair accessible transport van owned by Interfaith Ozaukee and the other parking space will be utilized for an Interfaith Ozaukee volunteer vehicle when volunteers are operating the transport van. The location of the parking spaces and approval of identifying signage will be at the discretion of the City of Cedarburg. Interfaith Caregivers is a charitable nonprofit organization that has been in Ozaukee County for 28 years and has a growing Cedarburg population solely consisting of elderly clients in need of transportation to the Hospital, clinic, pharmacy, and grocery shopping. If approved, this would allow them to better serve their Cedarburg clientele. The owner of Weil Pump approves and Cedarburg Senior Center Director Suppinger is not concerned about this service competing with the Senior van.

Motion made by Council Member Thome, seconded by Council Member Bublitz, to approve the request from Interfaith Caregivers of Ozaukee County to utilize parking spaces at the Western Avenue public parking lot.

The motion was amended by Council Member Thome, seconded by Council Member Bublitz, to add for the period of lease or one year. Motion carried without a negative vote with Council Member Lythjohan excused.

CONSIDER LEGAL AGREEMENT WITH ATTORNEY MICHAEL HERBRAND; AND ACTION THEREON

Attorney Herbrand explained that his current legal service agreement expires April 30, 2021. A new three-year term would be in effect from May 1, 2021 through April 30, 2024. For continuity, the existing and proposed agreements are identical with the exception of the hourly rates. The new hourly rate increases reflect an annual increase of approximately 2.5% over the prior agreement. Attendance at Common Council meetings will remain capped at \$330.

Motion made by Council Member Bublitz, seconded by Council Member Simpson, to approve the legal agreement with Attorney Michael Herbrand. Motion carried without a negative vote with Council Member Lythjohan excused.

CONSIDER LICENSE/PERMIT APPLICATIONS; AND ACTION THEREON

Motion made by Council Member Verhaalen, seconded by Council Member Bublitz, to approve new and renewal Operator License applications for the period ending June 30, 2021 for Abigail Figueroa and Lois Bray. Motion carried without a negative vote with Council Member Lythjohan excused.

Motion made by Council Member Thome, seconded by Council Member Verhaalen, to approve a 6-month Class “B” Beer license to Cedars III – Concession Stand, N52 W5925 Portland Road, from May 1, 2021 to October 31, 2021. Motion carried without a negative vote with Council Member Lythjohan excused

CONSIDER PAYMENT OF BILLS DATED 03/26/2021 THROUGH 04/07/2021, TRANSFERS FOR THE PERIOD 03/25/2021 THROUGH 04/07/2021 AND PAYROLL FOR PERIOD 03/21/2021 THROUGH 04/03/2021; AND ACTION THEREON

Motion made by Council Member Burkart, seconded by Council Member Thome, to approve payment of bills dated 03/26/2021 through 04/07/2021, transfers for the period 03/25/2021 through 04/07/2021 and payroll for the period 03/21/2021 through 04/03/2021. Motion carried without a negative vote with Council Member Lythjohan excused.

ADMINISTRATOR’S REPORT

City Administrator Hilvo stated that Joey Hintz has been hired as the new Deputy Fire Chief as of April 4. He has been with the Fire Department since high school and is a tremendous asset to the Department.

City Administrator Hilvo stated the Mayor will be recognizing the Treasurer’s Office and the Clerk’s Office with proclamations and thanked them for their service. He also recognized the Cedarburg Dispatchers and thanked them for their service, as this is National Public Safety Telecommunications Week.

COMMENTS AND SUGGESTIONS FROM CITIZENS - None

COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS

Council Member Arnett complimented City Clerk Sette on a well-run election. Council Member Bublitz expressed her utmost faith in the Clerk's Office that every vote is counted accurately, and the election is run fairly. Mayor O'Keefe explained that an election requires a tremendous amount of documentation throughout the election process and he encouraged citizens to serve as poll workers.

MAYOR REPORT

Mayor O'Keefe issued Proclamations for the Municipal Treasurers Week – April 18-24, 2021 and the Municipal Clerks Week – May 2-8, 2021. He also recognized the Dispatchers for National Public Safety Telecommunications Week. He thanked the Departments for their dedicated service.

ADJOURNMENT – CLOSED SESSION

Motion made by Council Member Thome, seconded by Council Member Arnett, to adjourn to closed session at 7:39 p.m. pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, more specifically, discussion on Hwy 60 Business Park Land Offer. Approval of March 29, 2021 closed session minutes. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, and Thome in favor and Council Member Lythjohan excused.

RECONVENE TO OPEN SESSION

Motion made by Council Member Arnett, seconded by Council Member Simpson, to reconvene to open session at 8:07 p.m. Motion carried on a roll call vote with Council Members Bublitz, Arnett, Burkart, Verhaalen, Simpson, and Thome voting aye with Council Member Lythjohan excused.

ADJOURNMENT

Motion made by Council Member Arnett, seconded by Council Member Verhaalen, to adjourn the meeting at 8:08 p.m. Motion carried without a negative vote with Council Member Lythjohan excused.

Amy D. Kletzien, MMC/WCPC
Deputy City Clerk

CITY OF CEDARBURG

MEETING DATE: April 26, 2021

ITEM NO: 8.A.

TITLE:

Consider approval of the final plat and development agreement for the 1st phase of the Fairway Village subdivision, and action thereon.

ISSUE SUMMARY:

The applicant is requesting final plat approval for the 1st phase of the Fairway Village subdivision which will include 8 townhome buildings (16 units) and 52 single family lots. Council members will recall having approved the preliminary plat for this subdivision at your December 14, 2020 meeting which, when fully developed, will consist of 15 townhouse buildings (30 units), 36 single-family lots ranging in size from 10,400sf to 26,500sf and 47 single-family lots ranging in size from 8,400sf to 18,900sf for a total of 113 units.

The applicant has since been working to fulfill the terms of preliminary plat approval and has also been working with our Engineering Department along with the City Attorney on the draft Development Agreement attached herewith for your review and approval. The Development Agreement is the contract between the City and the developer that establishes the developer's responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms.

The landscape plan was reviewed by City Forester Kevin Westphal and his comments are included in the list of conditions below.

Staff Comments/Recommendation:

Staff notes that the 1st phase Final Plat is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat. Accordingly, we recommend approval subject to:

1. Show grade elevations for each home prior to issuance of a building permit.
2. Plan Commission approval of the architectural theme for the single-family and two-family structures prior to issuance of any building permits.
3. Sheet #5, replace the name "Wisconsin Electric Power Company" with "Cedarburg Light & Water".
4. Show utility easements for electric lines.
5. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.
6. The developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.
7. This subdivision shall include the full complement of improvements as required in the City's Subdivision Ordinance and all infrastructure plans (i.e., sewer, water, storm sewer, road, sidewalk, grading, drainage, and erosion control) shall be reviewed and approved by the City Engineer.
8. Tree spacing shall be 40'.
9. All street trees shall be planted by the City's Parks and Forestry Department.
10. The Serviceberry proposed for the median on Page L1 will not do well in full sun and he suggest replacing them with Japanese Lilac or Flowering Crab Trees.
11. The private landscape buffer strip along Washington Avenue shall be maintained by the Homeowner's Association.
12. The Autumn Blaze Maple trees shall be replaced with Hackberry, Elm, Oak or Coffee trees.
13. The White Pine shall be replaced with Norway Spruce, Swiss Stone Pine, Korean Pine or Balkan Pine.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

At their April 5, 2021 meeting, the Plan Commission recommended approval of the preliminary plat and the

CITY OF CEDARBURG

Development Agreement subject to the stipulations listed under staff's comments above.

BUDGETARY IMPACT:

2021 Impact Fees: 113 Residential Units @ \$7,307.16/Unit = \$825,709.08

ATTACHMENTS:

- Minutes from the April 5, 2021 Plan Commission meeting.
- Copy of the Fairway Village Final Plat
- Copy of proposed landscape plan.
- The Development Agreement

INITIATED/REQUESTED BY:

Neumann Development, Inc

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

FAIRWAY VILLAGE – FINAL PLAT 1st PHASE

To: City of Cedarburg Plan Commission

Prepared by: Jonathan P. Censky, City Planner

Agenda Item: **6.C.**

Date: April 5, 2021

General Information

Applicant:

Neumann Development, Inc.

Status of Applicant:

Property Owner

Location:

W73 N1122 Washington Avenue

Requested Action:

Final Plat Recommendation
Landscape Plan
Development Agreement

Existing Zoning:

Rs-4, Rs-5, R-D1 and PUD

Proposed Zoning:

No Change

Surrounding Zoning:

North: Town of Cedarburg; East: M-3; South: Rs-4

Lot Size:

54.5 acres

Existing Land Use:

Former Driving Range

Report:

The applicant is requesting final plat approval of the 1st phase for the Fairway Village subdivision which will consist of 8 townhome buildings (16 units) and 52 single family lots. Commissioners are reminded that the approved preliminary plat for the entire subdivision consists of 15 townhouse buildings (30 units), 36 single-family lots ranging in size from 10,400sf to 26,500sf and 47 single-family lots ranging in size from 8,400sf to 18,900sf for a total of 113 units. The Preliminary Plat was recommended at your December 7, 2020 meeting, and that recommendation was presented to the Common Council for their approval on December 14, 2020.

Having received preliminary approval last December, the applicant has since been working with our Engineering Department and the City Attorney to address the conditions of that approval and to draft the Development Agreement attached herewith for your review and recommendation. The Development Agreement is the contract between the City and the developer that establishes the developer's responsibilities regarding the provisions of public and private facilities, improvements, and any other agreed-upon terms.

The applicant has also submitted his landscape plan which was reviewed by City Forester Kevin Westphal who offered the following comments:

- Tree spacing shall be 40'.
- All street trees shall be planted by the City's Parks and Forestry Department.
- The Serviceberry proposed for the median on Page L1 will not do well in full sun and he suggest replacing them with Japanese Lilac or Flowering Crab Trees.

- The private landscape buffer strip along Washington Avenue shall be maintained by the Homeowner's Association.
- The Autumn Blaze Maple trees shall be replaced with Hackberry, Elm, Oak or Coffee trees.
- The White Pine shall be replaced with Norway Spruce, Swiss Stone Pine, Korean Pine or Balkan Pine.

Staff Comments:

Staff notes that the 1st phase Final Plat is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat. Accordingly, we recommend approval subject to:

1. Show elevations for each home.
2. Sheet #5 replace the name "Wisconsin Electric Power Company" with "Cedarburg Light & Water".
3. Show utility easements for electric lines.
4. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.
5. The developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.
6. This subdivision shall include the full complement of improvements as required in the City's Subdivision Ordinance and all infrastructure plans (i.e., sewer, water, storm sewer, road, sidewalk, grading, drainage, and erosion control) shall be reviewed and approved by the City Engineer.
7. City Forester's recommendations regarding street trees listed herein.



RECEIVED
MAR 04 2021
CITY OF CEDARBURG

March 3, 2021

City of Cedarburg
W63N645 Washington Avenue
Cedarburg, WI 53012

Dear Plan Commission,

We are excited to be submitting for consideration our request to Final Plat Phase 1 of the Fairway Village subdivision located in the City of Cedarburg:

- Subject property:
 - Address: 1122 Washington Avenue, Cedarburg, WI 53012
 - Tax Key: 13-022-07-016.00
 - Size: approximately 40 acres in Phase 1
 - Current Owner: Baehmann Family Holdings LLC
 - Current Zoning: Rs-5, Rs-4, Rd-1, P-1, and A-1 all with a PUD overlay

Neumann Developments Inc. has been creating single-family residential subdivisions in South-Eastern and South-Central Wisconsin since the year 2000 and has had the proud distinction to have their communities selected for the Metropolitan Builders Association Parade of Homes in eight of the past ten years. Since the year 2000, Neumann Developments has developed over 4000 home sites, built over 40 miles of roads, and preserved over 2000 acres of land.

Through strategic partnerships with some of the area's largest builders we are able to create high quality residential developments that bring lasting value to communities. We look forward to the opportunity to bring a great neighborhood to the City of Cedarburg.

The Final Plat of Phase 1 of Fairway Village is consistent with the previously approved Preliminary Plat, comprehensive plan amendment and rezoning for this parcel. It meets the conditions set forth in the zoning approval as well as the technical requirements of the final plat as described in Section 14-1-41 of the City Ordinances.

The accompanying Final Plat of Phase 1 of Fairway Village contains 68 total lots on public streets. A subsequent Phase 2 including 45 additional lots is planned to be constructed on Outlot 4 of the Plat at a future date. The total lots of 113 is consistent with the previously approved Preliminary Plat of Fairway Village.

Construction plans and developer's agreement are currently being reviewed by staff and will be finalized prior to recording of this Final Plat. Additionally, necessary surety will be provided in accordance with the developer's agreement prior to commencement of construction.

We appreciate your consideration of this Final Plat of Phase 1 of Fairway Village and think it will be a great addition to the City of Cedarburg.

Sincerely,

Bryan Lindgren

Bryan Lindgren
Neumann Developments Inc.

FAIRWAY VILLAGE

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

OVERALL DETAIL SHEET

OWNER:

FAIRWAY VILLAGE, LLC
N27 W24025 PAUL CT.
SUITE 100
PEWAUKEE, WI 53072
(262) 542-9200
(262) 349-9324

N. 1/4 CORNER,
SEC. 22-10-21
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N=488,492.65
E=2,533,552.12

LOT 2
C.S.M. #1829

LOT 2
C.S.M. #4117

LOT 3
C.S.M. #4117

UNPLATTED LANDS

CENTER,
SEC. 22-10-21
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N=485,848.96
E=2,533,650.44

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

Certified _____, 20__

Department of Administration

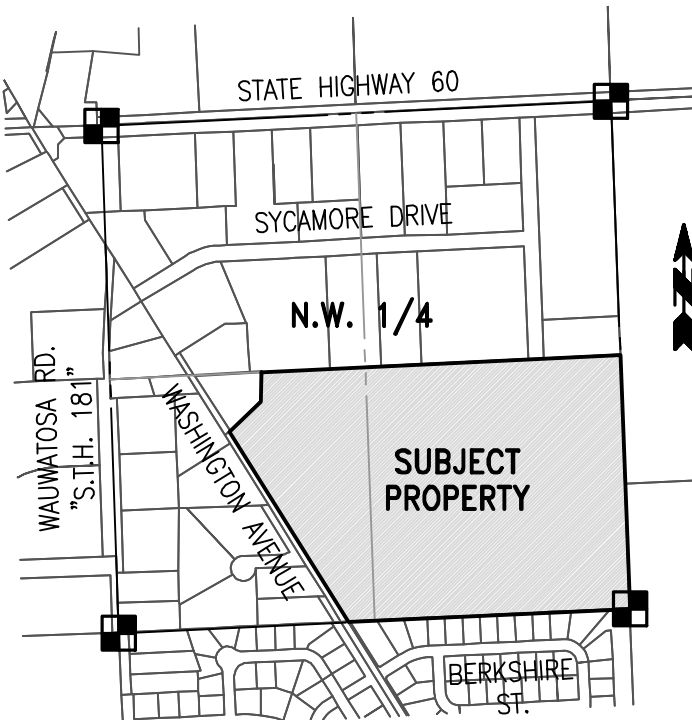
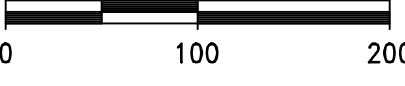


SHEET 1 OF 5

| DESIGN CRITERIA (THE ESTATES): | DESIGN CRITERIA (THE VILLAS): | DESIGN CRITERIA (TOWNHOMES): |
|--|--|---|
| LOTS 1-30, 47-52 ZONING: RS-4 PUD MIN. FRONT SETBACK: 25 FT. MIN. REAR SETBACK: 25 FT. MIN. SIDE SETBACK: 7.5 FT. MIN. FRONT SIDE CORNER SETBACK: 15' FT. | LOTS 31-46 ZONING: RS-5 PUD MIN. FRONT SETBACK: 25 FT. MIN. REAR SETBACK: 25 FT. MIN. SIDE SETBACK: 5 FT. MIN. FRONT SIDE CORNER SETBACK: 15' FT. | LOTS 53-68 ZONING: RD-1 PUD MIN. FRONT SETBACK: 25 FT. MIN. REAR SETBACK: 25 FT. MIN. SIDE SETBACK: 15 FT. MIN. FRONT SIDE CORNER SETBACK: 15' FT. |

| EASEMENT LEGEND: |
|---|
| (A) - 20' WIDE PRIVATE STORM SEWER AND DRAINAGE EASEMENT |
| (B) - 20' WIDE SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF CEDARBURG) |
| (C) - 30' WIDE UTILITY AND ACCESS EASEMENT (GRANTED TO THE CITY OF CEDARBURG) |
| (D) - 40' WIDE PRIVATE LANDSCAPING EASEMENT |

SCALE: 1" = 100'



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

GENERAL NOTES:

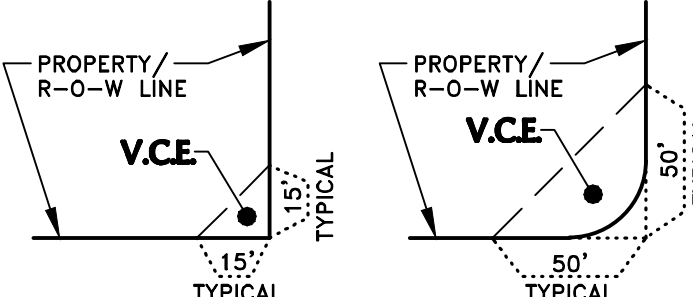
- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4,303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1,502 lbs. per lineal foot.
- Indicates Found 0.50" outside diameter Reinforcing Bar unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to the Grid North of the Wisconsin State Plane Coordinate System (NAD 1927 datum) - South Zone, in which the East line of the N.W. 1/4 of Section 22, T. 10 N., R. 21 E., is taken to bear North 02°07'48" West.
- All Outlots contain Wetland Preservation Areas.
- Outlots 2 and 3 are herein dedicated to the City of Cedarburg for Park Purposes.
- Outlot 4 to be retained by the Owner for future development.
- The Owners of all Lots within this Subdivision and the Owners of any Lots in any future addition to this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 5 & 6 of this Subdivision. Ozaukee County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 1, 5 & 6 of this Subdivision. The Owners of the residential Lots within this Subdivision and the Owners of any Lots in any future addition to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The 40' Private Landscape Easement to be owned and maintained by the Homeowners association.
- There shall be no direct vehicular ingress or egress to Washington Avenue from any Lot or Outlot within this Subdivision except for one future road connection planned for Outlot 4. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin Statutes and shall be enforced by the City of Cedarburg.
- Wetland boundaries shown herein are based on a Wetland Delineation Report prepared by Ruekert & Mielke, Inc. dated November 8, 2019.

BASEMENT RESTRICTION - GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

VISION CORNER EASEMENT: (V.C.E.)

Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 30 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.



MINOR STREETS WASHINGTON AVE.
VISION CORNER EASEMENT DETAILS

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

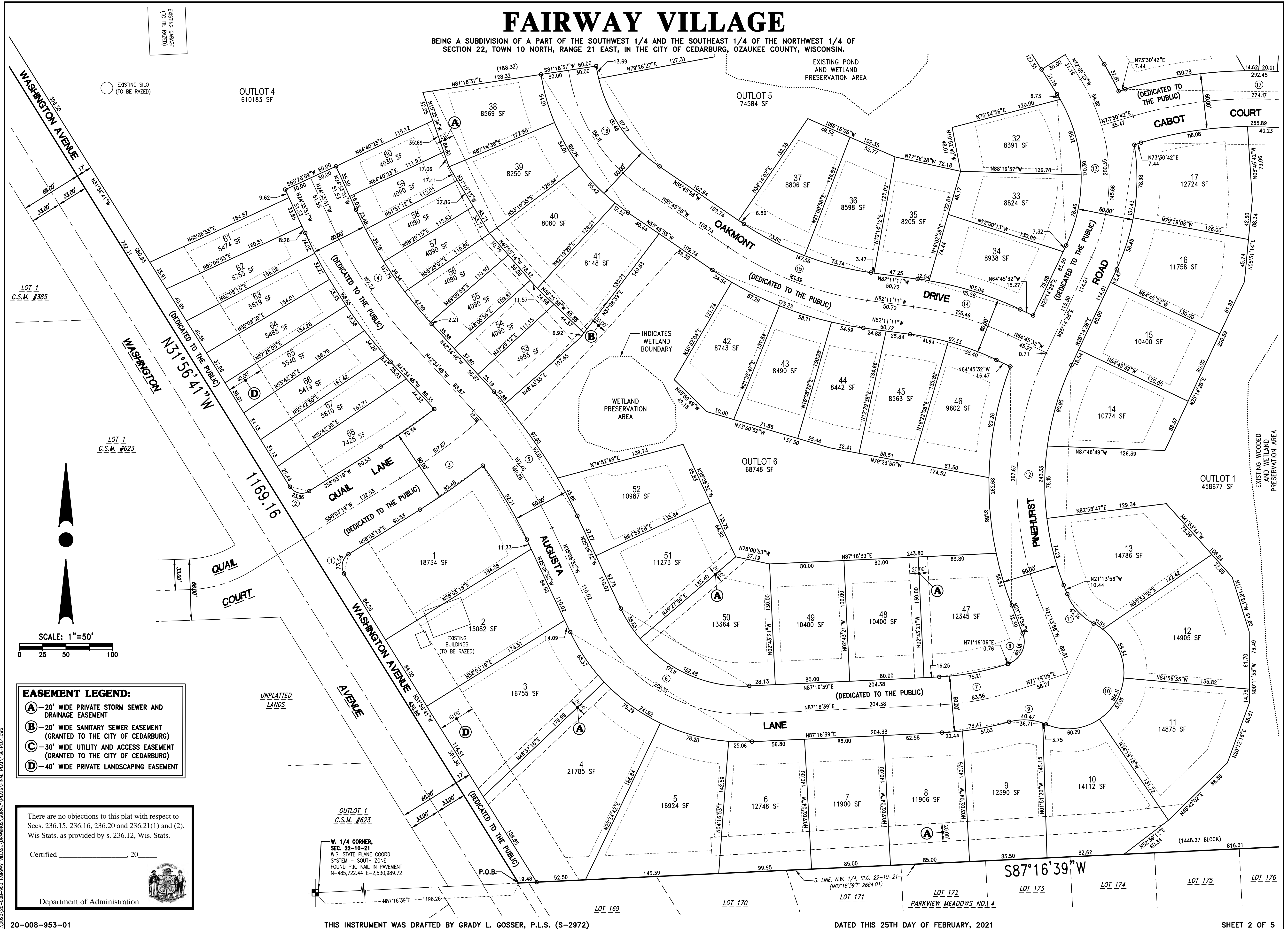
DATED THIS 25TH DAY OF FEBRUARY, 2021

X:\2020\20-008-953 FAIRWAY VILLAGE DRAWINGS SURVEY PLATS\FINAL PLAT\66PLOT.DWG

20-008-953-01

FAIRWAY VILLAGE

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.



BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUCKEE COUNTY, WISCONSIN.

LOT 1
C.S.M. #562

LOT 2
C.S.M. #1829

LOI 2
C.S.M. #4117

C.S.M. #4117

06:77c1

S02°07'48"E

N87°15'38"E

1872.79


N. LINE, S. 1/2, N.W. 1/4, SEC. 22-10-21

OUTLOT 4
610183 SF

OUTLOT 3
108877 SF
(DEDICATED TO THE PUBLIC
FOR PARK PURPOSES)

OUTLOT 2
83498 SF
(DEDICATED TO THE PUBLIC
FOR PARK PURPOSES)

DRIVE



N87

(ATED TO THE PUBLIC)

FORWARD
WAY 33' 66.00'

EXISTING FORD
AND WETLAND
PRESERVATION AREA

OUTLOT 5
74584 SF

- (A)**—20' WIDE PRIVATE STORM SEWER AND DRAINAGE EASEMENT
- (B)**—20' WIDE SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF CEDARBURG)
- (C)**—30' WIDE UTILITY AND ACCESS EASEMENT (GRANTED TO THE CITY OF CEDARBURG)
- (D)**—40' WIDE PRIVATE LANDSCAPING EASEMENT

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


Certified _____, 20____

Department of Administration



**4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481**

SCALE: 1"=50'



A horizontal scale bar with a black and white alternating pattern. It is marked with the numbers 0, 25, 50, and 100, representing feet.

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATED THIS 25TH DAY OF FEBRUARY, 2021

SHEET 3 OF 5

FAIRWAY VILLAGE

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|-----|------------|--------|---------------|--------|--------|---------------|-------------|-------------|
| 1 | 1 | 15.00 | 90°00'00" | 23.56 | 21.21 | S13°03'19"W | S58°03'19"W | S31°56'41"E |
| 2 | 68 | 15.00 | 90°00'00" | 23.56 | 21.21 | S76°56'41"E | S31°56'41"E | N58°03'19"E |
| 3 | C/L | 700.00 | 8°48'47" | 107.67 | 107.56 | N53°38'56"E | N58°03'19"E | N49°14'33"E |
| | SOUTH | 740.00 | 6°23'09" | 82.48 | 82.43 | N54°51'45"E | N58°03'19"E | N51°40'10"E |
| | NORTH | 660.00 | 6°06'24" | 70.34 | 70.31 | N55°00'07"E | N58°03'19"E | N51°56'55"E |
| 4 | C/L | 500.00 | 18°00'57" | 157.22 | 156.57 | S33°34'19"E | S24°33'51"E | S42°34'48"E |
| | NORTHEAST | 470.00 | 18°00'57" | 147.79 | 147.18 | S33°34'19"E | S24°33'51"E | S42°34'48"E |
| | 59 | 470.00 | 2°51'45" | 23.48 | 23.48 | S25°59'43"E | S24°33'51"E | S27°25'35"E |
| | 58 | 470.00 | 4°50'50" | 39.76 | 39.75 | S29°51'00"E | S27°25'35"E | S32°16'25"E |
| | 57 | 470.00 | 4°47'47" | 39.34 | 39.33 | S34°40'18"E | S32°16'25"E | S37°04'12"E |
| | 56 | 470.00 | 5°14'28" | 42.99 | 42.98 | S39°41'26"E | S37°04'12"E | S42°18'40"E |
| | 55 | 470.00 | 0°16'08" | 2.21 | 2.21 | S42°26'44"E | S42°18'40"E | S42°34'48"E |
| | SOUTHWEST | 530.00 | 18°00'57" | 166.65 | 165.97 | S33°34'19"E | S24°33'51"E | S42°34'48"E |
| | 62 | 530.00 | 2°35'47" | 24.02 | 24.02 | S25°51'44"E | S24°33'51"E | S27°09'38"E |
| | 63 | 530.00 | 3°29'17" | 32.27 | 32.26 | S28°54'17"E | S27°09'38"E | S30°38'55"E |
| | 64 | 530.00 | 3°36'11" | 33.33 | 33.32 | S32°27'01"E | S30°38'55"E | S34°15'06"E |
| | 65 | 530.00 | 3°36'21" | 33.36 | 33.35 | S36°03'17"E | S34°15'06"E | S37°51'28"E |
| | 66 | 530.00 | 3°42'13" | 34.26 | 34.25 | S39°42'34"E | S37°51'28"E | S41°33'41"E |
| | 67 | 530.00 | 1°01'07" | 9.42 | 9.42 | S42°04'14"E | S41°33'41"E | S42°34'48"E |
| 5 | C/L | 500.00 | 17°28'16" | 152.46 | 151.87 | N33°50'40"W | N25°06'32"W | N42°34'48"W |
| | C/L – N.W. | 500.00 | 1°23'48" | 12.19 | 12.19 | N41°52'54"W | N41°11'00"W | N42°34'48"W |
| | C/L – S.E. | 500.00 | 16°04'28" | 140.28 | 139.82 | N33°08'46"W | N25°06'32"W | N41°11'00"W |
| | NORTHEAST | 530.00 | 17°28'16" | 161.61 | 160.99 | N33°50'40"W | N25°06'32"W | N42°34'48"W |
| | 53 | 530.00 | 1°55'49" | 17.86 | 17.86 | N41°36'53"W | N40°38'59"W | N42°34'48"W |
| | OUTLOT 6 | 530.00 | 10°35'01" | 97.90 | 97.76 | N35°21'28"W | N30°03'58"W | N40°38'59"W |
| | 52 | 530.00 | 4°57'26" | 45.86 | 45.84 | N27°35'15"W | N25°06'32"W | N30°03'58"W |
| | SOUTHWEST | 470.00 | 11°18'07" | 92.71 | 92.56 | N30°45'36"W | N25°06'32"W | N36°24'40"W |
| 6 | C/L | 175.00 | 67°36'49" | 206.51 | 194.74 | S58°54'56"E | S25°06'32"E | N87°16'39"E |
| | NORTHEAST | 145.00 | 67°36'49" | 171.11 | 161.35 | S58°54'56"E | S25°06'32"E | N87°16'39"E |
| | 51 | 145.00 | 15°15'47" | 38.63 | 38.51 | S32°44'26"E | S25°06'32"E | S40°22'19"E |
| | 50 | 145.00 | 52°21'02" | 132.48 | 127.92 | S66°32'50"E | S40°22'19"E | N87°16'39"E |
| | SOUTHWEST | 205.00 | 67°36'49" | 241.92 | 228.12 | S58°54'56"E | S25°06'32"E | N87°16'39"E |
| | 3 | 205.00 | 18°16'10" | 65.37 | 65.09 | S34°14'37"E | S25°06'32"E | S43°22'42"E |
| | 4 | 205.00 | 21°02'37" | 75.29 | 74.87 | S53°54'00"E | S43°22'42"E | S64°25'18"E |
| | 5 | 205.00 | 21°17'49" | 76.20 | 75.76 | S75°04'13"E | S64°25'18"E | S85°43'07"E |
| | 6 | 205.00 | 7°00'14" | 25.06 | 25.04 | S89°13'14"E | S85°43'07"E | N87°16'39"E |
| 7 | C/L | 300.00 | 15°57'33" | 83.56 | 83.29 | N79°17'53"E | N87°16'39"E | N71°19'06"E |
| | NORTH | 270.00 | 15°57'33" | 75.21 | 74.96 | N79°17'53"E | N87°16'39"E | N71°19'06"E |
| | SOUTH | 330.00 | 12°45'23" | 73.47 | 73.32 | N80°53'58"E | N87°16'39"E | N74°31'16"E |
| | 8 | 330.00 | 3°53'44" | 22.44 | 22.43 | N85°19'47"E | N87°16'39"E | N83°22'55"E |
| | 9 | 330.00 | 8°51'39" | 51.03 | 50.98 | N78°57'06"E | N83°22'55"E | N74°31'16"E |
| 8 | 47 | 25.00 | 92°33'02" | 40.38 | 36.13 | N25°02'35"E | N71°19'06"E | N21°13'56"W |
| 9 | TOTAL | 60.00 | 38°38'41" | 40.47 | 39.71 | N86°09'23"W | N66°50'03"W | S74°31'16"W |
| | 9 | 60.00 | 35°03'37" | 36.71 | 36.14 | N87°56'55"W | N70°25'07"W | S74°31'16"W |
| | 10 | 60.00 | 3°35'04" | 3.75 | 3.75 | N68°37'35"W | N66°50'03"W | N70°25'07"W |

CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|-----|-------------|--------|---------------|--------|--------|---------------|-------------|-------------|
| 10 | TOTAL | 60.00 | 175°48'27" | 184.11 | 119.92 | N25°15'43"E | S66°50'03"E | N62°38'30"W |
| | 10 | 60.00 | 57°29'15" | 60.20 | 57.71 | N84°25'20"E | S66°50'03"E | N55°40'42"E |
| | 11 | 60.00 | 50°37'18" | 53.01 | 51.30 | N30°22'03"E | N55°40'42"E | N05°03'25"E |
| | 12 | 60.00 | 56°39'54" | 59.34 | 56.95 | N23°16'33"W | N05°03'25"E | N51°36'30"W |
| | 13 | 60.00 | 11°02'00" | 11.55 | 11.54 | N57°07'30"W | N51°36'30"W | N62°38'30"W |
| 11 | 13 | 60.00 | 41°24'35" | 43.36 | 42.43 | S41°56'13"E | S21°13'56"E | S62°38'30"E |
| 12 | C/L | 330.00 | 46°28'24" | 267.67 | 260.39 | S02°00'16"W | S25°14'28"W | S21°13'56"E |
| | EAST | 300.00 | 46°28'24" | 243.33 | 236.72 | S02°00'16"W | S25°14'28"W | S21°13'56"E |
| | 13 | 300.00 | 14°10'39" | 74.23 | 74.04 | S14°08'36"E | S07°03'17"E | S21°13'56"E |
| | OUTLOT 1 | 300.00 | 14°55'35" | 78.15 | 77.93 | S00°24'31"W | S07°52'18"W | S07°03'17"E |
| | 14 | 300.00 | 17°22'10" | 90.95 | 90.60 | S16°33'23"W | S25°14'28"W | S07°52'18"W |
| | WEST | 360.00 | 41°48'23" | 262.68 | 256.89 | S00°19'44"E | S20°34'27"W | S21°13'56"E |
| | 47 | 360.00 | 9°19'03" | 58.54 | 58.48 | S16°34'24"E | S11°54'53"E | S21°13'56"E |
| | OUTLOT 6 | 360.00 | 13°01'52" | 81.88 | 81.70 | S05°23'57"E | S01°06'59"W | S11°54'53"E |
| | 46 | 360.00 | 19°27'28" | 122.26 | 121.67 | S10°50'43"W | S20°34'27"W | S01°06'59"W |
| 13 | C/L | 200.00 | 57°23'51" | 200.35 | 192.08 | N03°27'27"W | N25°14'28"E | N32°09'23"W |
| | C/L – SOUTH | 200.00 | 41°43'46" | 145.66 | 142.47 | N04°22'35"E | N25°14'28"E | N16°29'18"W |
| | C/L – NORTH | 200.00 | 15°40'05" | 54.69 | 54.52 | N24°19'20"W | N16°29'18"W | N32°09'23"W |
| | 16 + 17 | 230.00 | 34°14'05" | 137.43 | 135.39 | N08°07'26"E | N25°14'28"E | N08°59'37"W |
| | 16 | 230.00 | 14°33'36" | 58.45 | 58.29 | N17°57'40"E | N25°14'28"E | N10°40'52"E |
| | 17 | 230.00 | 19°40'29" | 78.98 | 78.59 | N00°50'37"E | N10°40'52"E | N08°59'37"W |
| | 31 | 230.00 | 8°10'24" | 32.81 | 32.78 | N28°04'11"W | N23°58'59"W | N32°09'23"W |
| | WEST | 170.00 | 57°23'51" | 170.30 | 163.27 | N03°27'27"W | N25°14'28"E | N32°09'23"W |
| | 33 | 170.00 | 26°26'32" | 78.46 | 77.76 | N12°01'12"E | N25°14'28"E | N01°12'04"W |
| | 32 | 170.00 | 28°41'18" | 85.12 | 84.23 | N15°32'43"W | N01°12'04"W | N29°53'22"W |
| | OUTLOT 5 | 170.00 | 2°16'01" | 6.73 | 6.73 | N31°01'22"W | N29°53'22"W | N32°09'23"W |
| 14 | C/L | 350.00 | 17°25'39" | 106.46 | 106.05 | N73°28'22"W | N64°45'32"W | N82°11'11"W |
| | NORTH | 380.00 | 17°25'39" | 115.58 | 115.14 | N73°28'22"W | N64°45'32"W | N82°11'11"W |
| | 34 | 380.00 | 15°32'10" | 103.04 | 102.72 | N72°31'37"W | N64°45'32"W | N80°17'42"W |
| | 35 | 380.00 | 1°53'29" | 12.54 | 12.54 | N81°14'27"W | N80°17'42"W | N82°11'11"W |
| | SOUTH | 320.00 | 17°25'39" | 97.33 | 96.96 | N73°28'22"W | N64°45'32"W | N82°11'11"W |
| | 46 | 320.00 | 9°55'07" | 55.40 | 55.33 | N69°43'06"W | N64°45'32"W | N74°40'39"W |
| | 45 | 320.00 | 7°30'32" | 41.94 | 41.91 | N78°25'55"W | N74°40'39"W | N82°11'11"W |
| 15 | C/L | 350.00 | 26°25'13" | 161.39 | 159.97 | S68°58'35"E | S55°45'58"E | S82°11'11"E |
| | NORTHEAST | 320.00 | 26°25'13" | 147.56 | 146.25 | S68°58'35"E | S55°45'58"E | S82°11'11"E |
| | 36 | 320.00 | 13°12'10" | 73.74 | 73.57 | S75°35'07"E | S68°59'02"E | S82°11'11"E |
| | 37 | 320.00 | 13°13'03" | 73.82 | 73.66 | S62°22'30"E | S55°45'58"E | S68°59'02"E |
| | SOUTHWEST | 380.00 | 26°25'13" | 175.23 | 173.68 | S68°58'35"E | S55°45'58"E | S82°11'11"E |
| | 44 | 380.00 | 5°13'50" | 34.69 | 34.68 | S79°34'16"E | S76°57'21"E | S82°11'11"E |
| | 43 | 380.00 | 8°51'08" | 58.71 | 58.65 | S72°31'47"E | S68°06'13"E | S76°57'21"E |
| | 42 | 380.00 | 8°38'16" | 57.29 | 57.23 | S63°47'05"E | S59°27'56"E | S68°06'13"E |
| | OUTLOT 6 | 380.00 | 3°41'58" | 24.54 | 24.53 | S57°36'57"E | S55°45'58"E | S59°27'56"E |

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

Certified _____, 20____

Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|-----|------------|--------|---------------|--------|--------|---------------|-------------|-------------|
| 16 | C/L | 190.00 | 47°04'35" | 156.11 | 151.76 | S32°13'41"E | S08°41'23"E | S55°45'58"E |
| | NORTHEAST | 160.00 | 47°04'35" | 131.46 | 127.80 | S32°13'41"E | S08°41'23"E | S55°45'58"E |
| | OUTLOT 5 | 160.00 | 42°10'21" | 117.77 | 115.13 | S34°40'48"E | S13°35'37"E | S55°45'58"E |
| | OUTLOT 4 | 160.00 | 4°54'14" | 13.69 | 13.69 | S11°08'30"E | S08°41'23"E | S13°35'37"E |
| | SOUTHWEST | 220.00 | 47°04'35" | 180.76 | 175.72 | S32°13'41"E | S08°41'23"E | S55°45'58"E |
| | 41 | 220.00 | 4°30'37" | 17.32 | 17.31 | S53°30'40"E | S51°15'22"E | S55°45'58"E |
| | 40 | 220.00 | 14°25'57" | 55.42 | 55.27 | S44°02'23"E | S36°49'25"E | S51°15'22"E |
| | 39 | 220.00 | 14°04'01" | 54.01 | 53.88 | S29°47'24"E | S22°45'24"E | S36°49'25"E |
| | 38 | 220.00 | 14°04'01" | 54.01 | 53.88 | S15°43'23"E | S08°41'23"E | S22°45'24"E |
| 17 | C/L | 450.00 | 34°54'32" | 274.17 | 269.95 | N89°02'02"W | N71°34'46"W | S73°30'42"W |
| | NORTH | 480.00 | 34°54'32" | 292.45 | 287.95 | N89°02'02"W | N71°34'46"W | S73°30'42"W |
| | 31 | 480.00 | 15°36'39" | 130.78 | 130.38 | S81°19'02"W | S89°07'21"W | S73°30'42"W |
| | OUTLOT 4 | 480.00 | 1°44'40" | 14.62 | 14.61 | S89°59'42"W | N89°07'58"W | S89°07'21"W |
| | OUTLOT 3 | 480.00 | 2°23'20" | 20.01 | 20.01 | N87°56'18"W | N86°44'38"W | N89°07'58"W |
| | 30 | 480.00 | 9°12'23" | 77.13 | 77.04 | N82°08'27"W | N77°32'15"W | N86°44'38"W |
| | 29 | 480.00 | 5°57'29" | 49.91 | 49.89 | N74°33'31"W | N71°34'46"W | N77°32'15"W |
| | SOUTH | 420.00 | 34°54'32" | 255.89 | 251.96 | N89°02'02"W | N71°34'46"W | S73°30'42"W |
| | 17 | 420.00 | 15°50'06" | 116.08 | 115.71 | S81°25'45"W | S89°20'48"W | S73°30'42"W |
| | OUTLOT 1 | 420.00 | 5°29'15" | 40.23 | 40.21 | N87°54'35"W | N85°09'57"W | S89°20'48"W |
| | 18 | 420.00 | 13°35'11" | 99.59 | 99.36 | N78°22'22"W | N71°34'46"W | N85°09'57"W |
| 18 | C/L | 225.00 | 48°00'15" | 188.51 | 183.05 | N84°25'06"E | S71°34'46"E | N60°24'59"E |
| | NORTH | 195.00 | 45°11'03" | 153.78 | 149.83 | N85°49'42"E | S71°34'46"E | N63°14'11"E |
| | 28 | 195.00 | 20°09'46" | 68.62 | 68.27 | S81°39'39"E | S71°34'46"E | N88°15'28"E |
| | 27 | 195.00 | 25°01'17" | 85.16 | 84.48 | N75°44'49"E | N88°15'28"E | N63°14'11"E |
| | SOUTH | 255.00 | 46°44'48" | 208.05 | 202.33 | N85°02'50"E | S71°34'46"E | N61°40'26"E |
| | 19 | 255.00 | 4°50'20" | 21.54 | 21.53 | S73°59'56"E | S71°34'46"E | S76°25'07"E |
| | 20 | 255.00 | 16°34'17" | 73.75 | 73.50 | S84°42'15"E | S76°25'07"E | N87°00'36"E |
| | 21 | 255.00 | 16°52'20" | 75.09 | 74.82 | N78°34'26"E | N87°00'36"E | N70°08'16"E |
| | 22 | 255.00 | 8°27'50" | 37.67 | 37.64 | N65°54'21"E | N70°08'16"E | N61°40'26"E |
| 19 | TOTAL | 60.00 | 40°12'24" | 42.10 | 41.25 | S81°46'38"W | N78°07'10"W | S61°40'26"W |
| | 22 | 60.00 | 39°59'48" | 41.88 | 41.04 | S81°40'20"W | N78°19'46"W | S61°40'26"W |
| | OUTLOT 1 | 60.00 | 0°12'36" | 0.22 | 0.22 | N78°13'28"W | N78°07'10"W | N78°19'46"W |
| 20 | TOTAL | 60.00 | 262°45'21" | 275.16 | 90.04 | N29°29'50"W | S78°07'10"E | S19°07'29"W |
| | OUTLOT 1 | 60.00 | 20°21'15" | 21.31 | 21.20 | S88°17'47"E | S78°07'10"E | N81°31'36"E |
| | 23 | 60.00 | 54°18'58" | 56.88 | 54.77 | N54°22'07"E | N81°31'36"E | N27°12'38"E |
| | 24 | 60.00 | 52°48'58" | 55.31 | 53.37 | N00°48'09"E | N27°12'38"E | N25°36'20"W |
| | 25 | 60.00 | 47°08'49" | 49.37 | 47.99 | N49°10'45"W | N25°36'20"W | N72°45'10"W |
| | OUTLOT 3 | 60.00 | 19°13'30" | 20.13 | 20.04 | N82°21'54"W | N72°45'10"W | S88°01'21"W |
| | 26 | 60.00 | 52°24'05" | 54.87 | 52.98 | S61°49'18"W | S88°01'21"W | S35°37'16"W |
| | 27 | 60.00 | 16°29'46" | 17.27 | 17.22 | S27°22'23"W | S35°37'16"W | S19°07'29"W |
| 21 | 27 | 60.00 | 44°06'41" | 46.19 | 45.06 | N41°10'50"E | N63°14'11"E | N19°07'29"E |
| 22 | C/L | 180.00 | 90°00'00" | 282.74 | 254.56 | S47°07'48"E | S02°07'48"E | N87°52'12"E |
| | NORTHEAST | 140.00 | 90°00'00" | 219.91 | 197.99 | S47°07'48"E | S02°07'48"E | N87°52'12"E |
| | SOUTHWEST | 220.00 | 90°00'00" | 345.58 | 311.13 | S47°07'48"E | S02°07'48"E | N87°52'12"E |
| 23 | OUTLOT 4/5 | 630.00 | 2°50'01" | 31.16 | 31.16 | N30°44'22"W | N32°09'23"W | N29°19'22"W |
| 24 | OUTLOT 4/5 | 570.00 | 3°01'01" | 30.01 | 30.01 | N80°53'22"E | N79°22'52"E | N82°23'53"E |

FAIRWAY VILLAGE

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have Surveyed, divided and mapped a subdivision of a part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 10 East, in the City of Cedarburg, Ozaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 22; Thence North 87°16'39" East and along the South line of the said Northwest 1/4 Section, 1196.26 feet to a point on the Northeast Right-of-Way line of "Washington Avenue" and the place of beginning of lands hereinafter described;

Thence North 31°56'41" West and along the said Northeast Right-of-Way line, 1169.16 feet to a point; Thence North 46°02'43" East and along the Southeasterly line of Lot 1 of Certified Survey Map No. 4089, 224.05 feet to a point; Thence North 01°19'43" East and along the East line of said Lot 1 of said Certified Survey Map No. 4089, 154.62 feet to a point on the North line of the South 1/2 of the said Northwest 1/4 Section; Thence North 87°15'38" East and along the said North line of the said South 1/2 of the said Northwest 1/4 Section, 1872.79 feet to a point on the East line of the said Northwest 1/4 Section; Thence South 02°07'48" East and along the said East line of the said Northwest 1/4 Section, 1322.90 feet to a point marking the Center of said Section 22; Thence South 87°16'39" West and along the said South line of the said Northwest 1/4 Section, 1467.75 feet to the point of beginning of this description.

Said Parcel contains 2,374,579 Square Feet (or 54.5128 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of FAIRWAY VILLAGE, LLC, owner of said lands.

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

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

Dated this _____ Day of _____, 20 ____.

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

FAIRWAY VILLAGE, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

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

APPROVING AGENCIES:

1. City of Cedarburg

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration

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

FAIRWAY VILLAGE, LLC

Steve DeCleene, President of Neumann Developments, its sole member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above named Steve DeCleene, President of Neumann Developments, its sole member, of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE:

CITIZENS BANK, MUKWONAGO a Corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of FAIRWAY VILLAGE, LLC, owner, this _____ day of _____, 20 ____.

CITIZENS BANK, MUKWONAGO

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

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

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

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

Certified _____, 20 ____



Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Joshua Morrison, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "FAIRWAY VILLAGE".

Dated this _____ Day of _____, 20 ____.

Joshua Morrison, County Treasurer

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Christy Mertes, being duly appointed, qualified and acting Treasurer of the City of Cedarburg, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20 ____ on any of the land included in the Plat of "FAIRWAY VILLAGE".

Dated this _____ Day of _____, 20 ____.

Christy Mertes, City Treasurer

CITY OF CEDARBURG PLAN COMMISSION APPROVAL:

This Plat, known as "FAIRWAY VILLAGE", is hereby approved by the City of Cedarburg Plan Commission as being in conformance with the City's Subdivision Ordinance. The City of Cedarburg Common Council also hereby approves and accepts all dedications shown thereon, this _____ day of _____, 20 ____.

APPROVED AND SIGNED:

Mike O'Keefe, Mayor/Chairman

Tracie Sette, City Clerk

CITY OF CEDARBURG COMMON COUNCIL APPROVAL:

This Plat, known as "FAIRWAY VILLAGE", is hereby approved by the City of Cedarburg Common Council as being in conformance with the City's Subdivision Ordinance. The City of Cedarburg Common Council also hereby approves and accepts all dedications shown thereon, this _____ day of _____, 20 ____.

APPROVED AND SIGNED:

Mike O'Keefe, Mayor

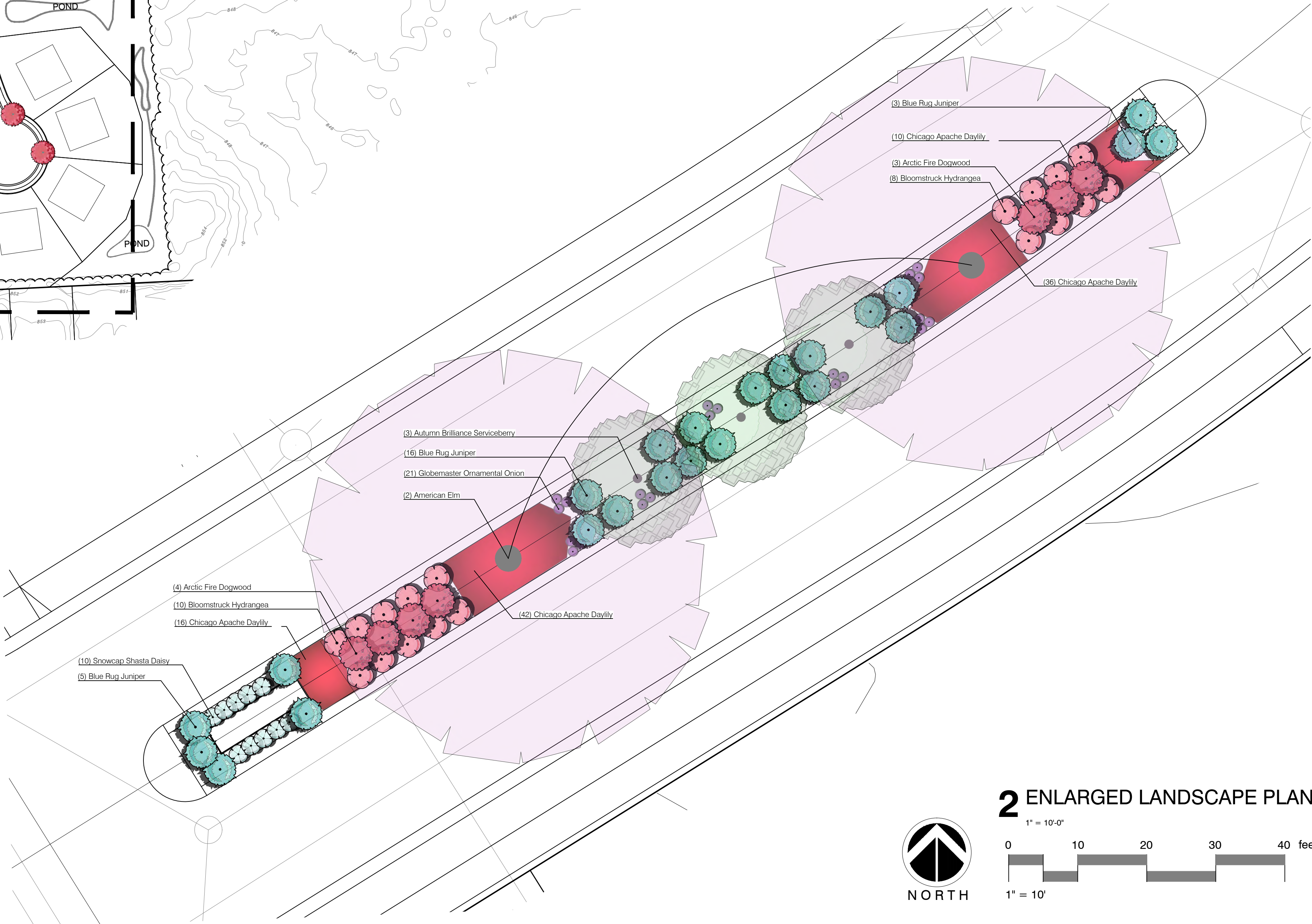
Tracie Sette, City Clerk



LANDSCAPE NOTES

1. TREE SPACING TO BE 50' ON CENTER (MAX. TREE SPACING TO BE 100' ON CENTER WHEN TAKING INTO ACCOUNT HARDSCAPE AND ALL UTILITIES)
2. TREES NOT TO BE PLANTED WITHIN 30' FROM INTERSECTIONS TO ENSURE VISION OF VEHICULAR & PEDESTRIAN TRAFFIC
3. TREES NOT TO BE PLANTED WITHIN 5' FROM DRIVEWAYS AND 10' FROM FIRE HYDRANTS, CONTRACTOR TO CONFIRM TREE LOCATIONS IN FIELD.
4. TREES NOT TO BE PLANTED WITHIN 5' OF BURIED OR OVERHEAD UTILITIES, CONTRACTOR TO CONFIRM TREE LOCATIONS IN FIELD.
5. CONTRACTOR TO FIELD VERIFY ALL PLANT & MATERIAL QUANTITIES TO MEET INTENT OF DRAWING. PLANT / REFERENCE NOTES SCHEDULE ARE GUIDES FOR PLANNING PURPOSES.

1 OVERALL LANDSCAPE PLAN
1" = 100'-0"
0 100 200 300 400 feet
1" = 100'



2 ENLARGED LANDSCAPE PLAN
1" = 10'-0"
0 10 20 30 40 feet
1" = 10'

By: Neumann Developments Inc.
N27W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Fairway Village
Single Family Residential Development
City of Cedarburg, Wisconsin 53012

revisions:

814 Sylvia
Grand Rapids, MI 49504
telephone: 210.420.2630
web: ekbdesignworks.com

development documents

L-2

ENLARGED
LANDSCAPE PLAN

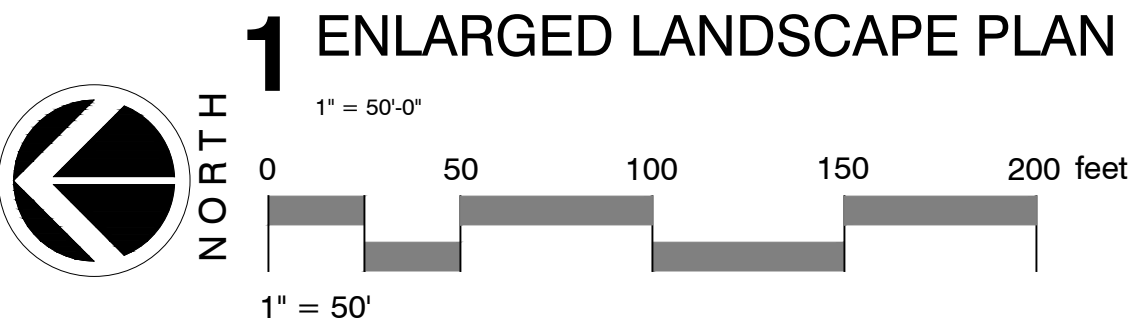
PLANT SCHEDULE

| TREES | QTY | BOTANICAL NAME | COMMON NAME |
|---|-----|---|------------------------------------|
|  | 36 | ACER FREEMANII 'AUTUMN BLAZE' | AUTUMN BLAZE MAPLE |
|  | 12 | ACER SACCHARUM | SUGAR MAPLE |
|  | 17 | AESCULUS GLABRA 'JN SELECT' TM | EARLY GLOW BUCKEYE |
|  | 13 | AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' | AUTUMN BRILLIANCE SERVICEBERRY |
|  | 3 | BETULA NIGRA | RIVER BIRCH |
|  | 6 | BETULA PAPPYRIFERA 'RENCI' TM | RENAISSANCE REFLECTION PAPER BIRCH |
|  | 21 | GINKGO BILOBA 'AUTUMN GOLD' TM | AUTUMN GOLD GINKGO |
|  | 13 | GLEDTISIA TRIACANTHOS 'SKYLINE' | SKYLINE HONEY LOCUST |
|  | 19 | PINUS STROBUS | WHITE PINE |
|  | 34 | TILIA CORDATA 'GREENSPIRE' | GREENSPIRE LINDEN |
|  | 7 | ULMUS AMERICANA 'VALLEY FORGE' | AMERICAN ELM |

MATCHLINE - SEE SHEET L-3

LANDSCAPE NOTES

1. TREE SPACING TO BE 50' ON CENTER (MAX. TREE SPACING TO BE 100' ON CENTER WHEN TAKING INTO ACCOUNT HARDSCAPE AND ALL UTILITIES)
2. TREES NOT TO BE PLANTED WITHIN 30' FROM INTERSECTIONS TO ENSURE VISION OF VEHICULAR & PEDESTRIAN TRAFFIC
3. TREES NOT TO BE PLANTED WITHIN 5' FROM DRIVEWAYS AND 10' FROM FIRE HYDRANTS, CONTRACTOR TO CONFIRM TREE LOCATIONS IN FIELD.
4. TREES NOT TO BE PLANTED WITHIN 5' OF BURIED OR OVERHEAD UTILITIES, CONTRACTOR TO CONFIRM TREE LOCATIONS IN FIELD.
5. CONTRACTOR TO FIELD VERIFY ALL PLANT & MATERIAL QUANTITIES TO MEET INTENT OF DRAWING. PLANT / REFERENCE NOTES SCHEDULE ARE GUIDES FOR PLANNING PURPOSES.

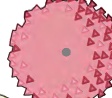



















LANDSCAPE NOTES

- 1. TREE SPACING TO BE 50' ON CENTER (MAX. TREE SPACING TO BE 100' ON CENTER WHEN TAKING INTO ACCOUNT HARDSCAPE AND ALL UTILITIES)
- 2. TREES NOT TO BE PLANTED WITHIN 30' FROM INTERSECTIONS TO ENSURE VISION OF VEHICULAR & PEDESTRIAN TRAFFIC
- 3. TREES NOT TO BE PLANTED WITHIN 5' FROM DRIVEWAYS AND 10' FROM FIRE HYDRANTS, CONTRACTOR TO CONFIRM TREE LOCATIONS IN FIELD.
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- 5. CONTRACTOR TO FIELD VERIFY ALL PLANT & MATERIAL QUANTITIES TO MEET INTENT OF DRAWING. PLANT / REFERENCE NOTES SCHEDULE ARE GUIDES FOR PLANNING PURPOSES.

PLANT SCHEDULE

| TREES | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | |
|---|-----|---|------------------------------------|---------|-----------|----------|
|            | 36 | ACER FREEMANII `AUTUMN BLAZE` | AUTUMN BLAZE MAPLE | 2" CAL. | POT | |
| | 12 | ACER SACCHARUM | SUGAR MAPLE | 2" CAL. | POT | |
| | 17 | AESCULUS GLABRA `JN SELECT` TM | EARLY GLOW BUCKEYE | 2" CAL. | POT | |
| | 13 | AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` | AUTUMN BRILLIANCE SERVICEBERRY | 25 GAL. | POT | |
| | 3 | BETULA NIGRA | RIVER BIRCH | 2" CAL. | POT | |
| | 6 | BETULA PAPPYRIFERA `RENCI` TM | RENAISSANCE REFLECTION PAPER BIRCH | 2" CAL. | B&B | |
| | 21 | GINKGO BILOBA `AUTUMN GOLD` TM | AUTUMN GOLD GINKGO | 2" CAL. | POT | |
| | 13 | GLEDITSIA TRIACANTHOS `SKYLINE` | SKYLINE HONEY LOCUST | 2" CAL. | POT | |
| | 19 | PINUS STROBUS | WHITE PINE | 10` HT. | B&B | |
| | 34 | TILIA CORDATA `GREENSPIRE` | GREENSPIRE LINDEN | 2" CAL. | POT | |
| | 7 | ULMUS AMERICANA `VALLEY FORGE` | AMERICAN ELM | 2" CAL. | POT | |
| SHRUBS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | SPACING |
|  | 21 | ALLIUM X `GLOBEMASTER` | GLOBEMASTER ORNAMENTAL ONION | 1 GAL. | POT | 18" o.c. |
|  | 7 | CORNUS SERICEA `ARCTIC FIRE` | ARCTIC FIRE DOGWOOD | 3 GAL. | POT | 60" o.c. |
|  | 18 | HYDRANGEA MACROPHYLLA `BLOOMSTRUCK` | BLOOMSTRUCK HYDRANGEA | 3 GAL. | POT | 42" o.c. |
|  | 24 | JUNIPERUS HORIZONTALIS `WILTONII` | BLUE RUG JUNIPER | 3 GAL. | POT | 60" o.c. |
|  | 10 | LEUCANTHEMUM X SUPERBUM `SNOWCAP` | SNOWCAP SHASTA DAISY | 3 GAL. | POT | 30" o.c. |
| SHRUB AREAS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | SPACING |
|  | 104 | HEMEROCALLIS X `CHICAGO APACHE` | CHICAGO APACHE DAYLILY | 1 GAL. | POT | 24" o.c. |

NORTH

1" = 50'-0"

0 50 100 150 200 feet

1 ENLARGED LANDSCAPE PLAN

project no. 21-003

Landscape Architect
Kyle Brusveen

date 2021-02-26

By: Neumann Developments Inc.
N27W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Fairway Village
Single Family Residential Development
City of Cedarburg, Wisconsin 53012

revisions:

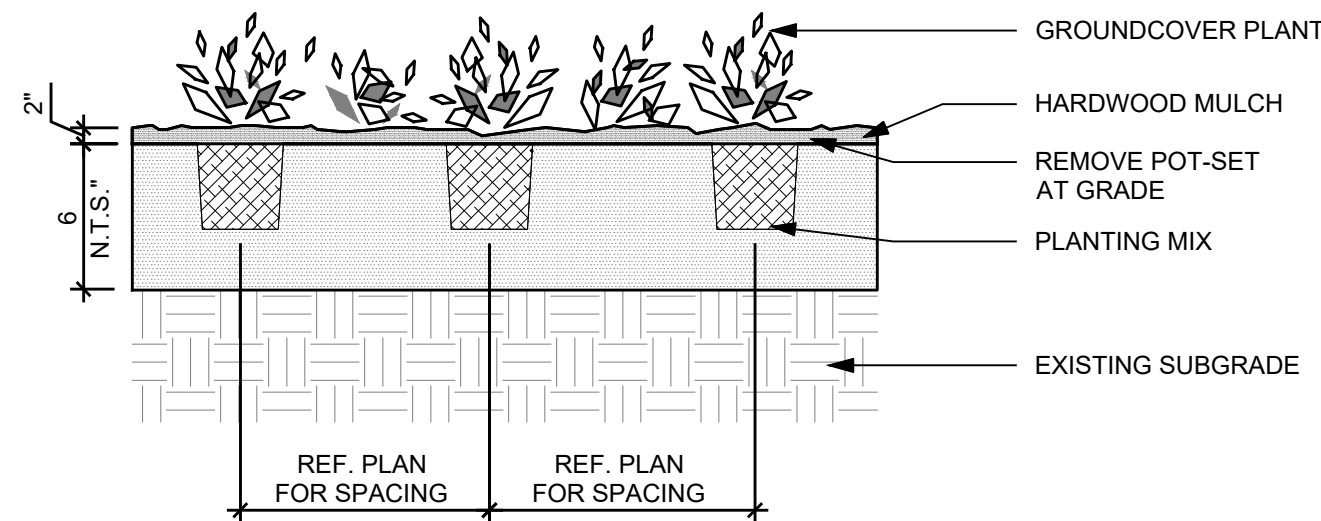
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814 Sylvia
Grand Rapids, MI 49504
telephone: 210.420.2630
web: ekbdesignworks.com

development documents

L-3

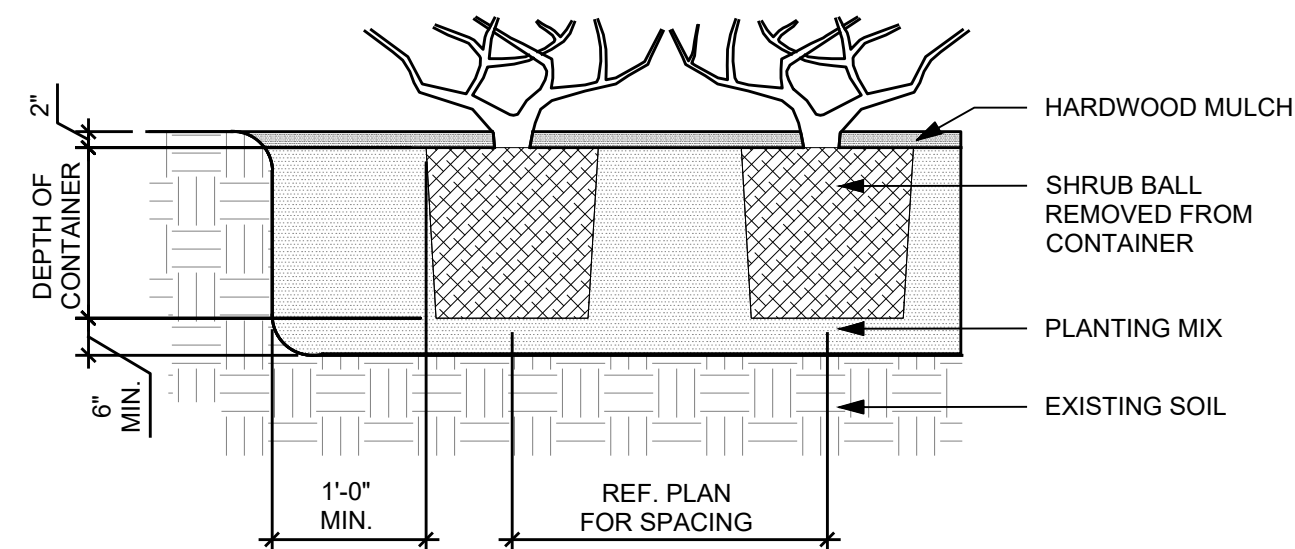
ENLARGED
LANDSCAPE PLAN



NOTE: TOP SURFACE ELEVATION OF MULCH IS TO BE AT THE FINISH GRADE ELEVATION AND SHOULD NOT BLOCK SITE DRAINAGE.

3 GROUNDCOVER DETAIL

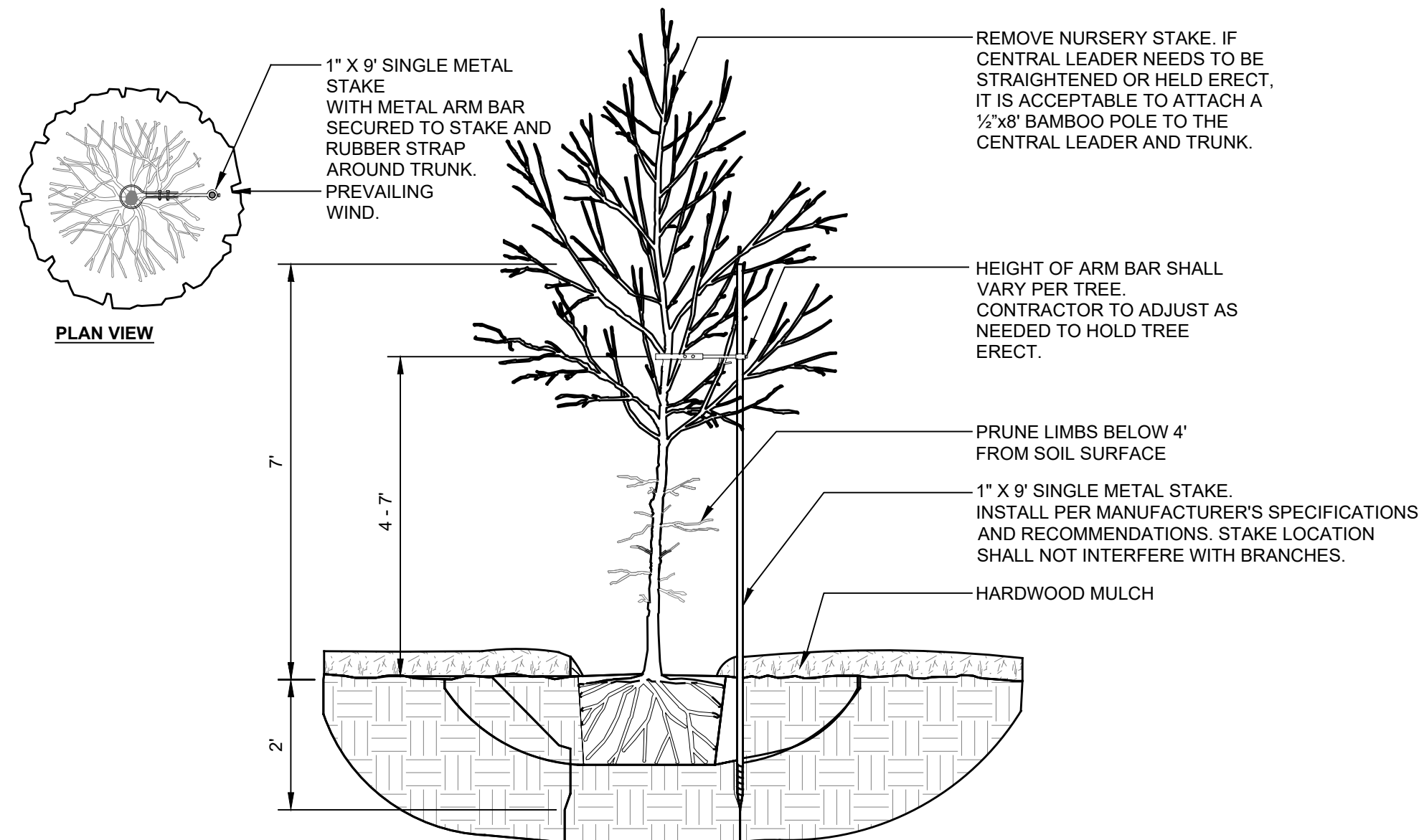
1/2" = 1'-0"



NOTE: TOP SURFACE ELEVATION OF MULCH IS TO BE AT THE FINISH GRADE ELEVATION AND SHOULD NOT BLOCK SITE DRAINAGE.

2 SHRUB DETAIL

1/2" = 1'-0"



NOTE:
1) TOP SURFACE ELEVATION OF MULCH IS TO BE AT THE FINISH GRADE ELEVATION AND SHOULD NOT BLOCK DRAINAGE.
2) CONTRACTOR SHALL PROVIDE ADDITIONAL METAL STAKES AS REQUIRED TO KEEP TREE UPRIGHT AT NO ADDITIONAL EXPENSE TO CLIENT.

1 TREE DETAIL

1/2" = 1'-0"



NOTE:

IMAGE TO BE USED AS A BASIS OF DESIGN. PLAYGROUND DETAILS AND CONSTRUCTION DOCUMENTATION TO BE PROVIDED BY OTHERS.

4 PLAYGROUND AMENITY DETAIL

N.T.S.

addition was not provided on the submitted plan. Architect Strauss agreed to provide an updated drawing that includes this measurement to Planner Censky.

Action:

A motion was made by Commissioner Voltz to reapprove the proposed site plan under the condition that if or when landscaping is planned for the east side of the parcel, a landscape plan must be submitted for approval, and that all construction work will comply with State Building Code requirements. This motion was seconded by Commissioner Cain and passed without a negative vote.

RECOMMEND APPROVALS FOR PHASE 1 OF THE PROPOSED SUBDIVISION TO BE LOCATED AT W73N1122 WASHINGTON AVENUE – FAIRWAY VILLAGE/ NEUMANN DEVELOPMENTS INC

The Petitioner is seeking recommendations for approval on the following items:

Final Plat Approval for Phase 1:

Phase 1 of this project covers the development of the southwest corner of the parcel through to the easternmost edge of the parcel. The plan consists of eight (8) lots for two-unit townhomes and fifty-two (52) lots for single-family homes. The Preliminary Plat was approved by the Common Council on December 14, 2020.

Planner Censky advised that City Staff have reviewed the plat and have made the following requests:

1. Need to provide finished building pad elevations for each home.
2. Replace *Wisconsin Electric Power Company* with *Cedarburg Light & Water* on sheet number 5.
3. Show utility easements for electric lines.

Landscaping Plan Approval:

Planner Censky reported that this plan was reviewed by City Forester Kevin Westphal, who made the following requests:

1. Tree spacing shall be 40-feet.
2. All street trees shall be planted by the City's Parks and Forestry Department.
3. The Serviceberry proposed for the median on page L-1 will not do well in full sun. These shall be replaced with Japanese Lilac or Flowering Crab trees.
4. The private landscape buffer strip along Washington Avenue shall be maintained by the Fairway Village homeowner's association.
5. The Autumn Blaze Maple trees shall be replaced with Hackberry, Elm, Oak, or Coffee trees.
6. The White Pine shall be replaced with Norway Spruce, Swiss Stone Pine, Korean Pine, or Balkan Pine.

Development Agreement Recommendation:

The Development Agreement is the contract between the City and the Developer that establishes the Developer's responsibilities regarding the provisions of public and

private facilities, improvements, and any other agreed-upon terms. Mike Wieser, Director of Engineering & Public Works, and Mike Herbrand, City Attorney, have been working with the Petitioner to address the conditions of the preliminary approval and have drafted the Development Agreement provided in the meeting packet. This Agreement includes the following conditions:

1. All impact fees and fee-in-lieu of park land dedication will apply upon building permit acquisition.
2. The Developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.
3. This subdivision shall include the full complement of improvements as required in the City's Subdivision Ordinance and all infrastructure plans shall be reviewed and approved by Director Wieser, including water, sanitary sewer, storm sewer, road, sidewalk, grading, drainage, and erosion control.

Planner Censky concluded that the Phase 1 Final Plat is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat; therefore, City Staff recommends approval based on all conditions listed above.

Commissioner Strautmanis expressed his concerns regarding townhouse designs being garage dominant due to the narrow lots. Planner Censky confirmed that the Developer will be submitting architectural designs on houses prior to any building permits being issued, adding that he is relying on the Developers to establish and present these designs in a timely manner. Kevin Anderson of Neumann Developments was in attendance and informed Commissioners that the designers they plan on working with are Halen Homes, Harbor Homes and Tim O'Brien Homes, all partner companies under the Neumann umbrella. He assured Commissioners that their builders are familiar with design reviews and will make sure to account for this in their project timeline.

Action:

A motion was made by Vice Chairperson Burgoyne to approve the Final Plat for Phase 1, the Landscaping Plan and the Development Agreement based on the twelve conditions listed under the Final Plat Phase 1, Landscaping Plan Approval and Development Agreement Recommendation sections above, along with the condition that prior to obtaining building permits, the Developer shall present architectural elevations and themes for 2-unit and single-family homes to the Plan Commission for review and approval. This motion was seconded by Council Member Thome and passed without a negative vote.

APPROVAL OF SIGN PLAN FOR NEW MONUMENT SIGNAGE AT THE NORTH, SOUTH, EAST, AND WEST GATEWAYS INTO THE CITY – CITY OF CEDARBURG/MIKKO HILVO

Administrator Hilvo has been working with TKWA architects to design four monument signs to be placed in the public right-of-way at the following locations:

1. East side of Washington Avenue just north of Pioneer Road.
2. West side of Washington Avenue just north of Poplar Avenue.

DEVELOPMENT AGREEMENT
Fairway Village Subdivision
Cedarburg, Wisconsin

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the _____ day of April, 2021, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the “City”) and Neumann Developments, Inc. (the “Developer”).

RECITATIONS

- 0.1 The Developer owns the Property (as hereinafter defined);
- 0.2 The Developer desires to subdivide and develop the Property as the Subdivision (as hereinafter defined);
- 0.3 City approval of a Final Plat is conditioned upon compliance with the City ordinances, pursuant to § 236.13(1) of the Wisconsin Statutes;
- 0.4 Sections 14-1-50 and 14-1-51 of the Code of Ordinances of the City (the “Code”) require that the Developer enter into this Agreement to establish that the Developer will pay the cost of Improvements, engineering services, and fees for the Subdivision;
- 0.5 The City has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Subdivision and will cause additional such services to be performed as various phases of the Subdivision are developed; and
- 0.6 The Developer intends to contract for installation of certain other Improvements for the Subdivision.

AGREEMENT

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

Article 1

Definitions

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

1.01 “Contract Documents” means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements in the Final Plat and all addenda and amendments thereto.

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

1.03 “Final Plat” means the Subdivision Plat presented to the Cedarburg Common Council on _____ and other pertinent authorities for final approval and recording with the Ozaukee County Register of Deeds Office. For purposes of this Agreement, this Final Plat is comprised of Lots numbered 1 through 113, inclusive, and also those roadway areas adjacent to the above-mentioned Lots. A true and complete copy of the Final Plat is attached hereto as Exhibit “A” and is incorporated herein by reference.

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

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

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

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

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

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

Article 2

Term

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

Article 3
Developer's Representations and Warranties

The Developer represents and warrants that:

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

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

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

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

Article 4
Duties of the Developer

4.01 Deed Restriction. The Developer shall include language on deeds for Lots 1 through 113 noting that these Lot owners have joint responsibility for maintenance of the storm water ponds located on Outlot 1, Outlot 4 and Outlot 5, along with the perimeter landscaping, sidewalks, and grass terrace area adjacent to it.

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

- (a) Lot Grading. Grade all Lots, pursuant to the Improvement, Grading and Landscape Plans and § 14-1-73(c) of the Subdivision Regulations approved by the City Engineer. Prior to the installation of all underground utilities, Developer shall certify to the City that the grading has been completed in compliance with the aforementioned Improvement, Grading and Landscape Plans and Subdivision Regulations. In the event that the actual grade is not in compliance, Developer shall pay all costs associated with relaying the underground electrical services;
- (b) Sanitary Sewerage Systems. The Developer agrees to finance and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Subdivision as depicted in the Improvement Plans including technical revisions as may be required by the City Engineer.
- (c) Water Supply Facilities. The Developer agrees to finance all water supply facilities including all water mains, service laterals, and appurtenances necessary to serve the

subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer, pursuant to § 14-1-68.

- (d) Storm Water Drainage Facilities. The Developer agrees to finance and install all onsite storm water drainage facilities, pursuant to § 14-2, necessary to serve the Subdivision as depicted in the Improvement Plans and including technical revisions as may be required by the City Engineer.
- (e) Private Utilities. File preliminary plans and install underground gas mains and electric, cable television and telephone cables, pursuant to § 14-1-59. All private utilities to be completed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of final course of asphalt.
- (f) Survey Monuments. Install survey monuments, pursuant to § 14-1-52(c)(4) of the Subdivision Regulations.
- (g) Record Drawings. Prepare record drawings for the above work, pursuant to § 14-1-52(e). Provide a full sized print on 4 mil mylar and an electronic version in Auto Cad.
- (h) Curb and Gutter. Construct curb and gutter as shown on the Subdivision construction plans approved by the City pursuant to § 14-1-54.
- (i) Sidewalks and Walking Paths. The Developer agrees to pay for and install 5-foot wide concrete sidewalks on both sides of all internal streets, across the frontage on Washington Avenue, along access to Baehmann Park off of Cabot Court and along the Utility Easement to the Future Road off of Cabot Court, as shown on the Developer's plans and as approved by the City Engineer, pursuant to § 14-1-67.
- (j) Intersection and Lane Improvements. The Developer agrees to pay for and install a fully improved intersection with Washington Avenue to include concrete curb and gutter, street lighting and sidewalk.
- (k) Street Improvement. The Developer agrees to pay for and install street improvements, pursuant to § 14-1-53, and Subdivision construction plans.
- (l) Streetlamps. The Developer shall contract with Cedarburg Light & Water to arrange for the installation of standard coach light streetlamps on a spacing approved by the City, pursuant to § 14-1-60. Street lighting along Washington Avenue shall utilize standard 30-foot poles with cantilevered fixtures.
- (m) Street Signs. The Developer agrees to pay for, and the City agrees to install street identification signs pursuant to § 14-1-61 and any traffic control signage as required by the City Engineer.
- (n) Landscaping Other Than Trees. The Developer agrees to pay for and install topsoil and establish lawn turf in all parkways and provide landscaping around the storm water ponds perimeter as shown on the Improvement Plans.

- (o) Street Trees. The Developer shall pay to the City an amount as outlined in Section 4.05(b) for each street tree as shown on the approved landscaping plan and pursuant to § 14-1-62. The City Forester will select the tree species and contract out the tree planting as part of the annual street tree program. At the discretion of the City Forester, the trees will be planted each year as new homes are completed.
- (p) Erosion Control. Install and maintain erosion control using best management practices and pursuant to § 14-1-63, Chapter 14-2, and Chapter 15-2. Developer must comply with all applicable DNR wetland permits, the City's Erosion Control Permit, and the Storm Water Management Permit.

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

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

| | |
|------------------------------------|---------------------|
| WWTF Reserve Capacity Fee | \$ 702.49 per lot |
| Library Building Fee..... | \$ 911.63 per lot |
| Police Station Fee | \$ 1,042.90 per lot |
| Park Facilities Fee..... | \$ 1,245.00 per lot |
| Water Supply Facilities Fee..... | \$ 2,049.98 per lot |
| Sanitary Sewer Connection Fee..... | \$ 1,508.61 per lot |

Developer shall disclose the amount of impact fees due to prospective buyers at the time of Lot sale.

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

4.05 Developer Payments.

- (a) Fee in Lieu of Parkland Dedication. The Developer has dedicated a sufficient amount of parkland, therefore no fee in lieu of parkland is due to the City.
- (b) City Street Trees. The Developer shall pay the City of Cedarburg for furnishing and planting 173 street trees in the initial phase of the Subdivision and 118 street trees in the subsequent phase of the Subdivision at \$300 each for a total of **\$51,900 (Phase 1) and \$35,400 (Phase 2) respectively**. The City Forestry Department will hold these funds in a segregated street tree account and will purchase and plant street trees seasonally as each home is completed. This charge is due for the phase of the Subdivision currently being developed at the time the Developer requests the City to sign the Final Plat.
- (c) Other Improvement Costs. Pay for all engineering, administrative, and legal fees associated with the new Subdivision, and installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith.

- (d) Account Statements. Review and approve all contractor, engineer and attorney draw requests received by the City and pertaining to the Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.
- (e) Recording Fees. Pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Final Plat, any separate dedication instruments and grants of easements.

4.06 Homeowners Association. The Developer agrees that there will be a Fairway Village Subdivision Homeowners Association, Inc. that will be responsible for the maintenance of the storm water pond, the landscaping around the pond, the public sidewalks adjacent to the storm water pond, and the grass terrace area between the sidewalk and curb adjacent to the pond. The responsibilities of the Association will be set forth in recorded Declarations of Protective Covenants, Easements and Restrictions for Fairway Village Subdivision as to each Lot.

4.07 Financial Guarantee. Pursuant to Chapter 236.13 of the Wisconsin State Statutes, developer shall provide an irrevocable Letter of Credit or an approved subdivision bond to the City, which shall not expire prior to fourteen (14) months following the installation of the binder course, known as Substantial Completion, of asphalt within the Subdivision, for the estimated costs of the installation of the Improvements including erosion control, roadway, utilities, sidewalks, street signs, and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Subdivision Regulations. The City shall be authorized from time to time to draw against the Financial Guarantee for costs incurred and due the City pursuant to this Agreement if the Developer has not made payments or completed required work in a timely manner as determined by the City Engineer.

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

4.08 Schedule of Values for Financial Guarantee. The Developer shall provide the Financial Guarantee which shall be dated no later than thirty (30) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Improvements for the respective Phases based on § 4.02 and the Schedule of Values for the Subdivision which include, but are not limited to, a second lift of asphalt and street signs.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

| ITEM | ESTIMATED COST |
|---|---------------------------|
| Drainage swales & ditch preparation, and construction of storm water pond, and | |
| Erosion Control, including: silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and riprap. | \$ 117,827 |
| Sanitary Sewer and Laterals | \$ 731,665 |
| Water Main and Laterals | \$ 659,063 |
| Storm Sewer and Laterals | \$ 528,235 |
| Fine Grading of Street | \$ 10,620 |
| Concrete Curb and Gutter | \$ 107,470 |
| Road Base | \$ 122,100 |
| Asphalt Pavement Binder Course | \$ 167,029 |
| Concrete Sidewalk | \$ 181,582 |
| Seeding and Mulching | \$ 33,720 |
| Asphalt Pavement Surface Course | \$ 147,421 |
| Street Lighting | \$ 30,000 |
| Street Signs | \$ 4,500 |
| Lot Piping (Owner's Surveyor) | \$ 14,000 |
| Legal Fees (City) | \$ 5,000 |
| Estimated 3 rd Party Inspection Fees (excluding City Administration fees) | \$ 75,000 |
| Sub Total of Construction and Related Costs | \$ 2,935,232 |
| Add 20% additional Contingency Per § 14-1-51 of the Code: | \$ 587,046 |
| THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE ITEM COSTS MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS AVAILABLE TO THE CITY FOR COMPLETION OF EACH LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE LETTER OF CREDIT. | |

TOTAL LETTER OF CREDIT \$ 3,522,278

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

- (a) Phase 1 underground utilities including water main, sanitary sewer, storm sewer, and appurtenances completed on or before November 19, 2021.
- (b) Phase 1 roadway base, concrete curb and gutter, and binder asphalt on or before December 15, 2021.
- (c) Phase 1 natural gas, electrical, telephone, sidewalks, and cable television shall be completely installed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of the final course of asphalt.
- (d) Phase 1 roadway final course of asphalt to be installed within fourteen (14) months of the installation of the binder asphalt course and within financial guarantee period.

4.10 Quality of Work.

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

4.11 City Payments. The City shall provide Developer with a payment in the amount of \$70,276.40 as a credit against the cost of installing the water main, a payment in the amount of \$16,403.40 as a credit against the cost of installing the sanitary sewer main. The City shall make these payments to Developer upon completion of the applicable work.

Article 5

Indemnification

5.01 Indemnification Agreement.

- (a) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the Developer shall indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the Developer under this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in

carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect.

- (b) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

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

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

Article 6

Compliance

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

Article 7

Conditions and Waivers

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

7.01 Improvements. Construction of the Improvements for the applicable Phase are completed pursuant to § 4.02, and the Improvements dedicated and accepted by the City, in accordance with the schedule specified in Section 4.09.

- (a) The binder course of bituminous paving of the streets, completion of which shall be a condition to issuance of building permits for Lots subsequent thereto; and
- (b) Installation of street identification signs and parkway seeding; and
- (c) No building permit shall be issued prior providing City with adequate proof of contract and payment for installation of natural gas, electrical, telephone, and cable television.

7.02 Impact Fees. The Lot owner has paid to the City all impact and connection fees.

7.03 Grading Complete. The Developer has completed the work required on Grading and Landscape Plans to rough grade, including the re-spread of a minimum of six (6) inches of topsoil and grass seed over all disturbed areas, and allowing for the use/future placement of basement excavation on any particular Lot where practical, provided also that any such basement excavation allowance shall accommodate proper and positive surface water drainage substantially in accordance with the Grading and Landscape Plans.

Article 8

Additional Terms

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

8.02 Dedication. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council and recording of the Final Plat, the lands therein dedicated for public use by the Developer may be accepted by the City. Additionally, the Developer shall, without charge to the City, upon completion of all of the Improvements for the applicable Phase pursuant to § 4.02, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all buildings, structures, mains, conduits, pipes, lines, machinery, equipment, and appurtenances pertaining to such Improvements together with any and all necessary and required easements for access and repairs thereto. After such Dedication, the City shall have the right to connect or integrate other Improvements or public facilities to the Improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.

8.03 No Waiver: Remedies. No failure on the part of either party to exercise, and no delay in exercising any right, power, or remedy under this Agreement or the Contract Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement or the Contract Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

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

If to the City, as follows:

With a copy to:

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

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

If to Developer, as follows:

With a copy to:

N/A
Fairway Village, LLC
c/o Neumann Developments, Inc.
N27 W24025 Paul Court, Suite 100
Pewaukee WI 53072

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

8.05 Force Majeure. The obligations of either of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

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

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

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

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

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

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

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

City: CITY OF CEDARBURG

By: _____
Michael J. O' Keefe/Mayor

Countersigned: _____
Tracie Sette/City Clerk

STATE OF WISCONSIN }
COUNTY OF OZAUKEE) ss

Personally came before me this day of _____, 2021, the above-named Michael J. O' Keefe, Mayor, and Tracie Sette, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin

My Commission: _____

Developer: NEUMANN DEVELOPMENTS, INC.

By: _____
Steve DeCleene/President

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

Personally came before me this ____ day of _____, 2021, the above-named Steve DeCleene, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of Neumann Developments as its President, by its authority.

Name: _____
Notary Public, State of Wisconsin

My commission: _____

Drafted by:
Mike Wieser
City of Cedarburg

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

EXHIBIT “A”

Final Plat

CITY OF CEDARBURG

MEETING DATE: April 26, 2021

ITEM NO: 8.B.

TITLE: Discussion on cones used to block parking in front of downtown restaurants and bars for takeout orders.

ISSUE SUMMARY: Several downtown businesses currently utilize cones to block off parking spots in front of their business for ease of access of takeout orders. The City temporarily allowed this to assist the businesses through the pandemic. The concern is with already limited parking in the downtown area and the cones do not provide an attractive look in our downtown district. Should we continue to allow it? If we do, should we look at other ways to mark these spots instead of utilizing cones?

STAFF RECOMMENDATION: None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS:

INITIATED/REQUESTED BY: Concerned downtown business owners

FOR MORE INFORMATION CONTACT: City Administrator Hilvo

CITY OF CEDARBURG

MEETING DATE: April 26, 2021

ITEM NO: 8.C.

TITLE: Consider request to obtain a property boundary survey for the property frontage just south of Highland Drive bridge over Cedar Creek; and action thereon. (Public Works and Sewerage Comm. 3/11/21)

ISSUE SUMMARY: The owner of the property at W51 N664 Highland Drive has asked the City to maintain the limestone retaining wall running along the south half of his frontage on Highland Drive. His original request was a letter sent in March of 2017. This item was in front of the Common Council in June of 2018 and funding of a property survey was rejected. A portion of the wall has now begun to fall. The Public Works and Sewerage Commission directed staff to obtain a survey of the property to determine ownership of the wall abutting the sidewalk. The cost of a boundary survey on the parcel is \$ 1,450 and the cost to identify the road ROW is \$800.

A title search was done on the property and no easements were found pertaining to the retaining wall in question.

Staff has researched some possible wall retaining wall replacement options and cost estimates. These prices are subject to change due to actual wall design.

- Remove wall and grade slope back to property line - \$50,000-\$60,000
- Reconstruct wall with landscaping block - \$55,000-\$65,000
- Reconstruct wall with poured concrete - \$30,000-\$40,000

STAFF RECOMMENDATION: Staff recommends a road right of way survey be done to determine ownership of wall.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: The Public Works and Sewerage Commission recommended a survey be done to determine ownership of the wall.

BUDGETARY IMPACT: \$800 from Engineering Professional Services account.

ATTACHMENTS: Homeowner letter from March of 2017

INITIATED/REQUESTED BY: Mike Wieser

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

March 19, 2017

Tom Wiza
Director of Engineering and Public Works
City of Cedarburg
P.O. Box 49
W63 N645 Washington Ave
Cedarburg, WI 53012

Re: Highland Drive Stone Retaining Wall

Dear Tom,

Several years ago, I approached the City of Cedarburg regarding the ownership and maintenance of the stone retaining wall adjacent to our property along Highland Drive. At that time, you told me the wall was built by Elmer Weber (the original owner of our home) and the wall belonged to me. This was further supported by the City Attorney in a letter where he stated that he believed your statements to be true.

The purpose of my letter is to clarify who is responsible for the maintenance and repair of the Highland Drive retaining wall. Based on my research, I would suggest that the stone wall was built by the City of Cedarburg to retain the eastern hillside after the roadway was widened to provide two lane access to the new "Highland Avenue Bridge" project completed in 1939 and is located within the 60' Right of Way defining Highland Drive. I present the following information for your consideration.

1. I located three iron pipes along property lines (Exhibit 1). Pipe "A" located at the south end of the retaining wall (Exhibit 2). Pipe "B" located on Michael Doll's property across the street from the south end of the retaining wall (Exhibit 3). Rough measurements between these two pipes would indicate they define the 60' R.O.W. (Exhibit 4). Pipe "C" is located east of the retaining wall midway down the hill (Exhibit 5). The location of these three pipes would indicate that the wall is built within the 60' R.O.W.
2. The "Highland Avenue Bridge" was completed in 1939 as part of FDR's Federal Emergency Administration of Public Works Program. This information is noted on the brass commemoration plaque located on the northwest corner of the bridge structure (Exhibit 6).
3. The concrete sidewalk located in front of the retaining wall is stamped "Lifetime Construction Company 1938" (see Exhibits 1 and 7).
4. Public records indicate that Elmer Weber obtained a building permit for the construction of his new home on April 15, 1954. The builder's original construction drawings are dated February 20, 1954. Construction of Weber's home occurred 15 years after the completion of the "Highland Avenue Bridge" and road improvements.

A survey of available historical photos of the "Highland Avenue Bridge" and vicinity help to understand the context in which the Highland Avenue improvements occurred.

1. A blowup of an 1870's lithograph (Rappold Collection) of Cedarburg (Exhibit 8) shows an artist's view of the original lightweight steel bridge, historic road and the nature of the topography adjacent to the roadway.
2. A photograph taken in 1892 (Exhibit 9) more accurately explains the nature of the steel bridge, unpaved roadway and surrounding topography. Exhibit 1 indicates the approximate location of the steel bridge and roadway. It is interesting to note that remnants of the original bridge foundation are still visible along the northern creek edge.
3. Photograph #1447 (Exhibit 10 - Rappold Collection) shows the steel bridge still in use during construction of the new bridge. Note the topography of the hillside along the roadway to the south.

In conclusion, the information presented above would indicate that the retaining wall in question was built by the City of Cedarburg on public land as part of the "Highland Avenue Bridge" project completed in 1939. At this point, I will assume that the responsibility for maintenance and repair rests with the City of Cedarburg. If there is information to the contrary, please let me know.

Sincerely,



Allen Washatko
W51 N664 Highland Drive
Cedarburg, WI 53012

(262) 617-6801

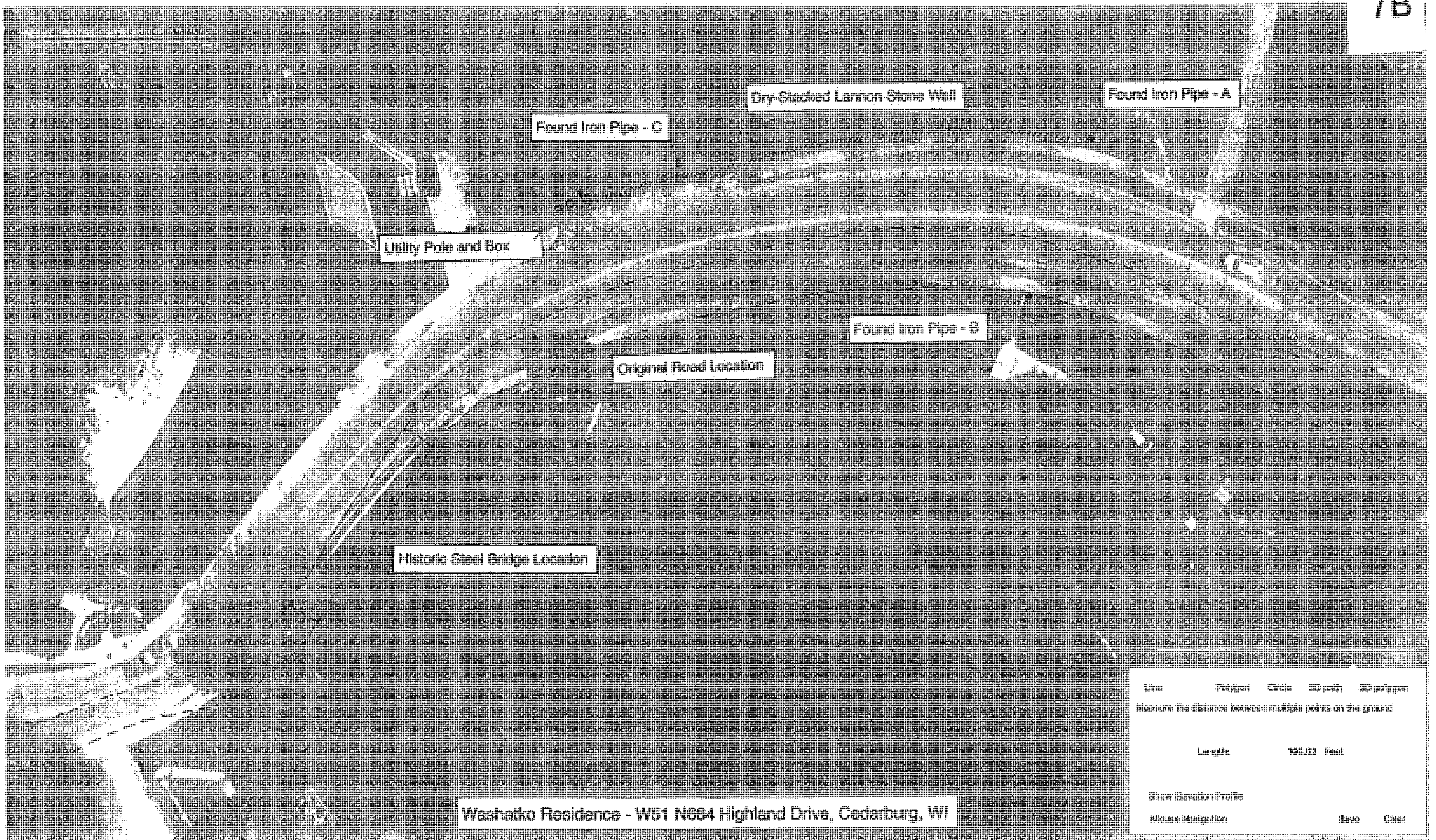
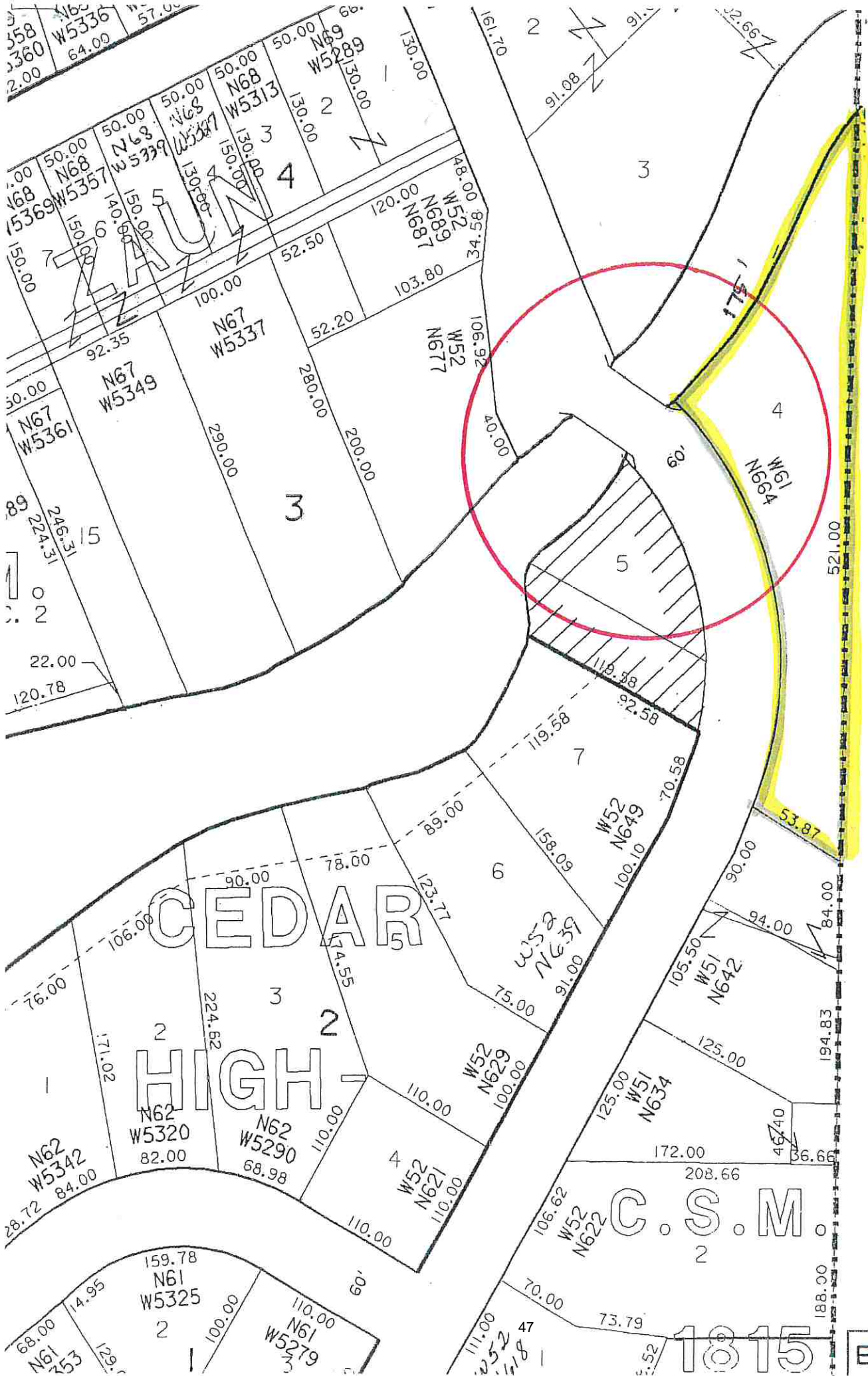
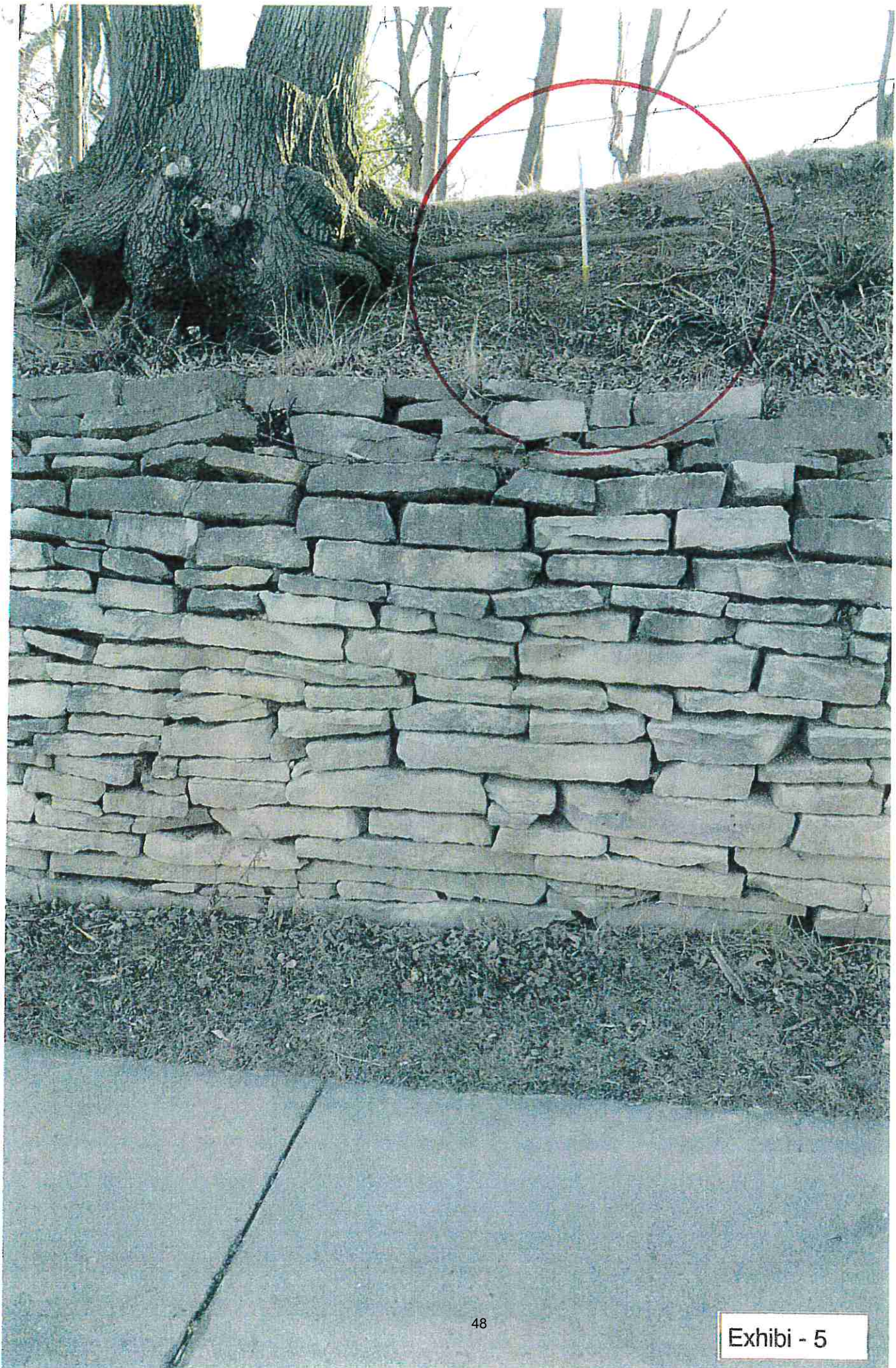




Exhibit - 2







CITY OF CEDARBURG

MEETING DATE: April 26, 2021

ITEM NO: 8.D.

TITLE: Discussion on proposed amendments to Sections 6-2-8, 14-1-62, 14-1-70, 14-1-10, 14-1-100 and Chapter Four (4) of Title Six (6) of City Code pertaining to Trees and Shrubs

ISSUE SUMMARY: City Forester Kevin Westphal began working on updating the City Code pertaining to Trees and Shrubs many years ago. The code is outdated and mainly centers around Dutch Elm Disease. He completely rewrote chapter four (4) which is included in the Council Packet. The original chapter four (4) is also included for your review along with various other sections.

STAFF RECOMMENDATION: Review suggested changes to city code. Final approval will be brought to a future Council meeting.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:

- Suggested changes to Sec 6-2-8, 14-1-62, 14-1-70, 14-1-10 and 14-1-100
- Original Chapter (4) of Title (6)
- Revised version of Chapter (4) of Title (6)

INITIATED/REQUESTED BY: City Forester Kevin Westphal

FOR MORE INFORMATION CONTACT: Kevin Westphal, City Forester (262) 375-7662

OTHER CODE CHANGES PURSUANT TO THIS CHAPTER (SUGGESTED CHANGES IN RED)

SEC. 6-2-8 PARKWAY AREAS.

- (a) **Definition.** The definition of "parkway" shall be as defined in Section 6-4-2(e).

SEC. 6-2-8 TERRACE AREAS.

- (a) **Definition.** The definition of "terrace area" shall be as defined in Section 6.4.02.

SEC. 14-1-62 STREET TREES.

- (a) In all subdivisions or minor land divisions, the subdivider shall plant at his cost trees of an approved species, two (2) inches minimum diameter at the bole, at least ten (10) feet in height as indicated on the approved Final Plat. Tree planting shall be completed in accordance with any neighborhood plan, or component thereof, and with plans and specifications approved by, and at such time as directed by, the City Forester. The placement and selection of street trees, however, should not hamper or interfere with solar access to natural light and air for nearby lots.
- (b) No person shall plant or maintain in the parkway area any tree of the species Populus Deltoides, commonly called the "Cottonwood," Black Locust, the seedbearing "Box Elder" or Acer Negundo, which may now or hereafter become infested with Box Elder bugs, White Poplar, Lombardy Poplar, any evergreen or fir tree, any fruit or nut tree, or any other species, which in the opinion of the City Forester, will constitute a nuisance to the public or adjoining property owners or interfere with the safety of the public.

SEC. 14-1-62 STREET TREES.

- (a) The City Forester shall determine the species and locations of trees to be planted on each of the streets or other public areas within new subdivisions or developments.
- (b) The initial cost of street trees and tree planting for all newly platted subdivisions, commercial, business or industrial development shall be assessed as a fee paid by the subdivider or developer pursuant to Section 14.1.100(h) of this ordinance.
- (c) The City of Cedarburg shall plant, irrigate and maintain such trees at such times and places as the development of the subdivision, its occupants, and other conditions make feasible in accordance with Section 6.4.07.

SEC 14-1-70 GENERAL STREET DESIGN STANDARDS. (Ord. 2006-08)

- (r) **Right-of-Way and Roadway Width**
- (1) The minimum right-of-way and railroad width of all proposed streets and alleys

shall be as specified by the comprehensive plan, comprehensive plan component, official map, neighborhood development study, or jurisdictional highway system plan or, if no width is specified therein, the minimum widths shall be as shown in Table 1.

Table 1

| | <u>Right-of-Way</u> |
|----|--|
| 1. | Major Streets 100 feet |
| 2. | Collector Streets 80 feet |
| 3. | Local Access Streets 60 to 66 feet |
| 4. | Frontage Streets 30 feet |

SEC. 14-1-10 DEFINITIONS. (Ord. 2006-08)

(39) Parkway. That portion of a public street right-of-way typically located between the street curb and the street-side edge of the paved sidewalk. Generally grass and street trees are located within this area. Where there is no sidewalk, the area six (6) feet from the curb line shall be deemed to be a parkway.

(39) Terrace Area. That portion of a public street right-of-way typically located between the street curb and the street-side edge of the paved sidewalk. Generally grass and street trees are located within this area. Where there is no sidewalk, the area six (6) feet from the curb line shall be deemed to be a terrace area.

SEC. 14-1-100 ADMINISTRATIVE AND OTHER FEES. (Ord. 92-54) (Ord. 93-43) (Ord. 94-27)
(Ord. 98-39) (Ord. 2001-55)
(Ord. 2005-44) (Ord. 2006-08)

(h) **Tree Fee.** If the subdivider does not plant street trees in the subdivision or minor land division as set forth in this Chapter, the Common Council shall require a fee for the acquisition and planting of trees in the subdivision. Said fee shall be paid to the City Clerk at the time of first application for approval of a final plat of said subdivision in the amount of Two Hundred Dollars (\$200.00) for each tree that is required under this Chapter.

(h) **Tree Fee.** The Common Council shall require a fee for the acquisition and planting of street trees in all newly platted subdivisions, commercial, business or industrial development within the City. Said fee shall be paid to the City Clerk at the time of first

application for approval of a final plat of said subdivision or development. The fee shall be computed as follows: $(a/b) \times c = n$ where a = total linear feet of curb frontage in subdivision; b = 40 ft.(avg. spacing); c = \$300(avg. cost per tree including planting); n = fee assessed. Item c may be increased annually by an amount equal to the increase in the consumer price index from the previous calendar year. Fees collected shall be used only for planting operations in the specific subdivision or development for which the fees were paid.

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CHAPTER 4

TREES & SHRUBS

(2021 Revision - Draft 1)

Section

- 6.4.01 Statement of Policy and Applicability of Chapter
- 6.4.02 Definitions
- 6.4.03 Standards and Specifications
- 6.4.04 City Forester
- 6.4.05 Public Nuisance, Declaration and Abatement
- 6.4.06 Prohibited Acts Regarding Public Trees and Shrubs
- 6.4.07 Planting, Pruning, and Removal of Public Trees and Shrubs
- 6.4.08 Tree Preservation and Protection In New Developments
- 6.4.09 Tree Protection During Construction in a Public Area
- 6.4.10 Authorization to Receive Funds and to Establish Trust Fund
- 6.4.11 Appeal from Determinations and Orders
- 6.4.12 ~~Penalties~~
- 6.4.13 Severability
- 6.4.14 Adoption of State Statutes
- 6.4.15
- 6.4.16 Violations and Penalty (adopted 2021)

6.4.01 STATEMENT OF POLICY AND APPLICABILITY OF CHAPTER

(1) **Intent and Purpose.** Whereas the Common Council has determined that a well managed urban forest provides many benefits to the City, its residents and visitors such as climate moderation, reduction of air pollutants, natural insulation for energy preservation, moderation of storm water runoff, noise reduction, wildlife habitat, scenic beauty, human health benefits and enhancement of property values; it is the policy of the City to regulate, finance and control the planting, removal, maintenance and protection of trees and shrubs in or upon all public areas of the City in order to:

- (a) Eliminate and guard against dangerous conditions which may result in injury to persons using the public areas of the City.
- (b) Promote and enhance the beauty and general welfare of the City.
- (c) Protect trees and shrubs from undesirable and unsafe planting, removal, treatment and maintenance practices.
- (d) Protect trees and shrubs from the damaging effects of construction, alteration or repair of utility facilities and other improvements in any public area.
- (e) Guard all trees and shrubs both public and private within the City against the spread

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of disease, insects or pests.

(2) **Application.** The provisions of this Chapter shall apply to trees, shrubs and plants growing or hereafter planted in or upon any public area; and to all trees, shrubs and plants growing or to be planted in or upon any private premises which shall endanger the life, health, safety or welfare of persons or property using or upon any public area.

6.4.02 DEFINITIONS

Whenever the following words and phrases are used in this Chapter, they shall be construed to have the following meanings:

- (1) "City" is the City of Cedarburg, Wisconsin.
- (2) "City Forester" shall mean the person designated by the City under section 6.4.04 of this chapter, or his/her designated representative authorized to enforce the provisions of this Ordinance.
- (3) "Clear Vision Triangle" shall mean the area of visibility required on a corner to allow for the safe operation of vehicles, pedestrians and cyclists within the public right-of-way. It is the triangular space formed by any two (2) existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines located a minimum of fifteen (15) feet from their intersection.
- (4) "DBH" means Diameter at Breast Height. A measurement of tree trunk diameter taken 4.5 feet above the ground.
- (5) "Person" shall mean any individual, firm, association, corporation or government entity.
- (6) "Public Area" shall include all public property and other lands owned, controlled or leased by the City.
- (7) "Public Improvements" shall mean public infrastructure such as sidewalks, roads, bridges, dams, underground utilities and power transmission lines.
- (8) "Public Nuisance" shall mean any tree or shrub or part thereof which, by reason of its condition and location has been declared to be a public nuisance under section 6.4.05 of this ordinance.
- (9) "Public Property" shall mean property owned or controlled by the City, including without limitation because of enumeration, public sites, parks, playgrounds, streets, alleys, sidewalks, boulevards and the tree terrace, or improved portion, of any public right-of-way.
- (10) "Public Right-of-Way" shall mean lands dedicated or otherwise opened to the public for street purposes and shall include all public streets, roads, boulevard medians, terrace areas, alleys

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and sidewalks.

(11) "Public trees and shrubs" shall mean any tree or shrub as herein defined, presently or hereafter planted in or upon any public area.

(12) "Shrub" shall mean a woody plant having multiple stems branched at or near the base, bearing foliage from the ground up and reaching a height of less than 12 feet.

(13) "Specimen Tree"(s) shall mean any tree or grouping of trees which has been determined to be of high value by the City Forester because of size (24" or greater DBH), age, historic significance or other professional criteria.

(14) "Tree" shall mean any woody plant normally having one stem or trunk bearing it's foliage or crown well above ground level to heights of 12 feet or more.

(15) "Topping", also known as heading, hat racking, dehorning or rounding over shall mean the cutting of large diameter branches at a point between lateral shoots thereby leaving stubs, and resulting in substantial size reduction and destruction of the natural form and shape of a mature tree.

(16) "Tree Protection Zone" (TPZ) shall consist of the ground encompassing the area between the trunk and the dripline of the tree, or one linear foot away from the trunk base for every inch of diameter of the trunk (measured at 4.5 ft. above the ground), whichever is greater.

(17) "Terrace Area" means the land between the normal location of the street curbing and public sidewalk that is currently populated with street trees or is designated for future street tree planting. Where sidewalks are not yet installed, the area from the curb line to the right-of-way line shall be deemed to be a tree terrace area for the purpose of this Chapter. Tree Terrace Area shall have the same meaning as parkway, tree border or tree lawn.

6.4.03 STANDARDS AND SPECIFICATIONS

(1) The most recent version of following documents, each in its entirety, are hereby adopted and made part of this ordinance upon passage.

(a) "City of Cedarburg Policy PR-2, Street Tree Planting Specifications."

(b) "City of Cedarburg Policy PR-5, Tree Preservation and Protection for New Developments."

(c) "City of Cedarburg Policy PR-6, Protection of Public Trees During Construction."

(d) ANSI A300 "American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices."

(e) ANSI Z60.1 "American Standard for Nursery Stock."

6.4.04 CITY FORESTER

(1) Appointment. The City Forester shall be appointed by the Common Council upon recommendation from the City Administrator and/or Parks & Forestry Board. In his/her absence

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these duties shall be the responsibility of a qualified alternate designated by the Common Council.

(2) Qualifications. He or she shall be a person skilled and trained in the arts and sciences of municipal forestry and arboriculture; and hold a Bachelor's degree from an accredited college or university in urban forestry, forestry, arboriculture, or other closely related field; or have the equivalent in training and experience. He or she shall have had at least three (3) years experience in municipal forestry operations or its equivalent.

(3) Powers and Duties. The City Forester shall have the following general powers and duties:

(a) To direct, manage, supervise, and control the City's forestry program to include the selection, planting, removal, pruning, maintenance, and protection of all trees and shrubs growing now or hereafter in all public areas of the City so that public trees and shrubs achieve their mature size or full, environmental function.

(b) To cause the provisions of this ordinance to be enforced.

(c) To guard all public trees and shrubs within the City against the spread of plant diseases, insects or pests; to eliminate conditions which may endanger the life, health, or safety of persons or property using the public right-of-way or public areas.

(d) Provide staff assistance to other City departments and the Parks & Forestry Board; and to render reports to the Parks & Forestry Board on tree matters.

(e) To keep informed of environmental and technical changes that could affect the trees of the City.

(f) To review tree planting and landscaping planting plans for building and development projects which have been submitted as required by the City Zoning Ordinance.

(g) To issue permits as are required by this ordinance and obtain as a condition precedent to the issuance of such permits the written agreement of each person who applies for such permits that he or she will comply with the requirements of this ordinance.

(h) Such other powers and duties as are provided by the laws of Wisconsin, particularly sections 27.08 and 27.09 of the Wisconsin statutes, by ordinances of the City of Cedarburg, and by direction of the Common Council.

(4) Authority to Enter Private Premises. The City Forester or his/her authorized representative shall have the authority to enter upon private real estate, excluding any buildings thereon, at reasonable times for the purposes of examining or taking the necessary samples of any suspected nuisance tree or shrub located upon or over such premises, and enforcing the provisions of this ordinance. All nuisance trees and shrubs to be identified pursuant to Section 6.4.05 of this ordinance may be appropriately marked by the City Forester.

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(5) Interference Prohibited. No person shall prevent, delay or interfere with the City Forester or his/her authorized representative while engaged in the execution or enforcement of this ordinance.

6.4.05 PUBLIC NUISANCE DECLARATION AND ABATEMENT

(1) The Common Council hereby declares any of the following to be a Public Nuisance and therefore subject to abatement pursuant to subsection (3) of this section:

(a) Any tree, shrub or part thereof located upon any public or private property, except in any area zoned conservancy, which by reason of its condition and/or location interferes with the use of a public area; is infected with an infectious plant disease; is infested with injurious insects or pests; is injurious to public improvements; is dead or cannot substantially support foliage; or endangers the life, health, or safety of persons or property using or upon any public area.

(b) Tree Diseases and Infestations. Any tree or shrub or part thereof including logs, branches, stumps, firewood or other tree material located upon any public or private property that is afflicted with any dangerous or communicable insect infestation or tree disease, or that may serve as breeding or harboring places for any injurious insects or pests that poses a threat to the City's urban forest resource.

(d) Obstruction of Signs, Signals, Street Lights and Travel. Any tree or shrub or part thereof located upon any public right-of-way, public areas or upon any private premises adjacent to the public right-of-way or public areas which obstructs the clear and complete vision of any public sign or signal, the proper diffusion of light from any public street light, or interferes with public travel.

(e) Clear-Vision Triangle. Any tree, shrub, hedge or other growth exceeding thirty (30) inches in height above street grade located in any clear-vision triangle within the City.

(2) Public Nuisances Prohibited. No person shall permit any public nuisance as defined in subsection (1)(a) of this section to remain in or upon any premises owned or leased by that person within the City.

(3) Abatement of Public Nuisances.

(a) Public Areas. Whenever the City Forester shall find on examination that a public nuisance as herein defined exists upon any public area, he/she shall immediately cause such nuisance tree, shrub, or part thereof to be treated, trimmed, removed, or otherwise abated in such a manner as to destroy or prevent the spread or continuance of the nuisance. The manner in which the nuisance shall be abated shall be determined by the City Forester.

(b) Private Premises. If the City Forester shall determine with reasonable certainty upon inspection or examination that any nuisance tree or shrub as herein defined exists in or upon any

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private premises within the City, he/she shall notify the owner of such premises, or his agent, in writing by mail that said nuisance tree or shrub must be treated, trimmed, removed, or otherwise abated at the owner's expense. Said written notice shall specify the nature and exact location of the nuisance, the manner in which the nuisance shall be abated, and the time limited in which the nuisance shall be abated which shall not be less than thirty (30) days after issuance of said notice unless the City Forester shall determine that immediate action is necessary for public safety.

(c) Abatement by City. If the owner of such private premises, or his/her agent, shall refuse or neglect to comply with the terms of the written notice within the time specified, the City Forester shall cause the public nuisance to be abated and shall report the expense thereof to the City Clerk who shall enter it as a charge against the property upon which the nuisance is located. No damage shall be awarded to the owner for the destruction of trees or shrubs pursuant to this section.

6.4.06 PROHIBITED ACTS REGARDING PUBLIC TREES AND SHRUBS.

(1) Injury to Public Trees and Shrubs Prohibited. No person shall, without written permission from the City Forester, do or cause to be done any of the following:

- (a) Prune or remove any public tree or shrub.
- (b) Secure, fasten, or run any rope, wire, sign, electrical installation or other device or material to, around or through any public tree or shrub except in an emergency such as a storm or accident.
- (c) Break, injure, mutilate, deface, kill, or destroy any public tree or shrub.
- (d) Permit any toxic chemical, gas, smoke, oil, or other injurious substance to seep, drain, or be emptied upon or about any public tree or shrub.
- (e) Remove any guard, stake, or other device or material intended for the protection or support of any public tree.
- (e) Excavate any ditch, or trench, or lay any drive, sidewalk or other impermeable surface within the tree protection zone of any public tree.
- (f) Place any earth fill, rock, trash, or other material within the tree protection zone of any public tree which may compact the soil and prevent the entry of air and water into the root zone.
- (g) Drive any vehicle or equipment into any public tree or shrub causing injury or death of the tree or shrub.
- (h) Drive any vehicle or equipment within the tree protection zone of any public tree or drive across any tree terrace which may compact the soil and prevent the entry of air and water into the root zone; without first taking protective measures as outlined in City of Cedarburg Policy PR-6, Protection of Public Trees During Construction.

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(2) Violations. Penalties may be assessed for violations.

(a) If, as a result of the violation of any provision of this section, the improper pruning, injury, mutilation or death of a public tree or shrub is caused, the City Forester may make a charge for the cost to repair or cure; a cost for damage; or the cost to remove and replace plus the appraised dollar value of the tree or shrub removed; against the party in violation.

(b) Separate Violations. Each tree or shrub affected by noncompliance with any provision of this section shall constitute a separate violation.

(3) Determination of Value for Violations. The amount of value lost due to injury, mutilation or death of trees and shrubs on public property as a result of violations shall be determined by the City Forester.

(a) Value of Public Trees. The appraised dollar value of public trees less than 24 inches DBH shall be determined by the City Forester using the following formula:

- (i) Diameter at Breast Height (DBH) multiplied by the average cost per caliper inch* for tree purchase and installation equals the appraised dollar value per tree.

*This rate may be adjusted annually by an amount equal to the increase or decrease in the consumer price index from the previous calendar year.

- (ii) Public trees larger than 24 inches DBH shall be considered Specimen Trees by definition.

(b) Value of Specimen Trees. The appraised dollar value of specimen trees shall be determined by the City Forester using the latest revision of the Council of Tree and Landscape Appraisers “Guide for Plant Appraisal”, as published by the International Society of Arboriculture using the Trunk Formula Method.

(c) Value of Public Shrubs. The appraised dollar value of public shrubs shall be determined by the City Forester in accordance with the latest revision of the Council of Tree and Landscape Appraisers “Guide for Plant Appraisal”, as published by the International Society of Arboriculture using the Replacement Cost Method for Shrubs.

(4) Damage Assessment. The amount of value lost for injured or mutilated trees and shrubs on public property shall be determined by the City Forester.

(a) Trunk Injury. Injury to the trunk of a public tree from vehicle or equipment impacts shall be assessed using the following method:

- (i) Tree trunk wounds smaller than 45% of the tree’s circumference shall be

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considered injured and the amount assessed shall be the cost of repair and penalty for violation in accordance with Section 6.4.06(2) above.

- (ii) Tree trunk wounds larger than 45% of the tree's circumference shall be considered damaged beyond repair and the tree shall be removed in accordance with Section 6.4.06(2) above.

6.4.07 PLANTING, PRUNING AND REMOVAL OF PUBLIC TREES AND SHRUBS

(1) Permit Required. No person shall plant, prune or remove a tree or shrub located on any public property or cause such act to be done by others without first obtaining a written permit for such work from the City Forester as herein provided.

(2) Application and Approval. Any person desiring to plant, remove, prune or fertilize any public tree or shrub shall apply in writing to the City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work. If the City Forester determines that the proposed work is necessary and in accord with the purposes of this ordinance, taking into account the safety, health, and welfare of the public, location of utilities, public sidewalks, driveways and street lights, general character and aesthetic quality of the area in which the tree or shrub is located or proposed to be located, and the soil conditions and physiological needs of the tree or shrub, he/she shall issue a permit to the applicant.

(3) Permit Form, Expiration, Compliance and Inspection. Permits shall be issued by the City Forester on the standard form for this purpose and shall include a description of the work to be done. The permit shall specify the genus, species, variety, size, grade, and location of trees or shrubs to be planted, if applicable. Any work done under such permit shall be performed in strict compliance with the terms thereof and with the arboricultural specifications and standards set forth under subsection (e) of this section. The City Forester may inspect and direct all work performed pursuant to this section. Permits issued under this section shall specify an expiration date not to exceed six (6) months after the date of issuance.

(4) Permit Exemptions. No permit shall be required to water any public tree or shrub or to take the necessary action to guard the public safety or clear the public way in the event of a storm, accident or other emergency. No permit shall be required for pruning proposed by any department or division of City government, however, all work shall conform with the specifications and standards set forth in the most recent version of ANSI A300 American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices as adopted in section 6.4.03 of this ordinance.

(5) Planting. All planting of trees and shrubs on public property shall conform with the specifications and standards set forth in City of Cedarburg Policy PR-2, Street Tree Planting Specifications and the most recent version of ANSI Z60.1 American Standard for Nursery Stock as adopted in section 6.4.03 of this ordinance.

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(a) Initial Planting in New Subdivisions or Developments.

(i) The City Forester shall determine the species and locations of trees to be planted on each of the streets or other public areas within new subdivisions or developments.

(ii) The initial cost of street trees and tree planting for all newly platted subdivisions, commercial, business or industrial development shall be assessed as a fee paid by the subdivider or developer pursuant to Section 14.1.100 (h) of the Cedarburg Code of Ordinances.

(iii) The subdivider or developer shall be required to pay fees sufficient to provide for one (1) tree per every forty (40) linear feet of curb in new subdivisions or developments prior to plat approval by the Plan Commission. The rate per tree may be adjusted annually by an amount equal to the increase or decrease in the consumer price index from the previous calendar year.

(iv) When new streets are being created in association with a land division, street tree planting may be deferred until the completion of the building permit and landscape installation on each new lot, subject to City Forester approval.

(b) Planting in Existing Terrace Areas. The City Forester shall determine the species, spacing requirements and locations of trees to be planted on each of the City streets. Any person desiring to plant a tree upon any public street or public place at their own expense must first obtain a permit from the City Forester. Such trees shall, once planted, be strictly subject to management by the City to include their pruning, maintenance and removal as necessary.

(c) Replacement of Trees. Whenever the Parks & Forestry Department removes or causes to be removed any tree located in any public area, it shall be the policy of the City to replace such trees provided that conditions do not prevent replacement.

(d) Easements to Plant Trees on Private Property. Where conditions exist that planting in the tree terrace is not practical either because of narrow width (less than 3') or where the location of underground utilities prevents tree planting; legal steps may be taken to obtain easement rights to plant on private property within ten feet (10') of the boundary of a public area as outlined in City of Cedarburg Policy PR-2, Street Tree Planting Specifications. The City Forester shall determine the species and locations of trees to be planted on Planting Easements.

(e) Prohibited Trees. The following shall not be planted in the public right-of-ways of the City: any species of the genus Populus, Ailanthus, Boxelder, Mulberry, Silver Maple, Willow, or such other species that shall be determined by the City Forester to be unsuitable for street planting.

(f) Unlawfully Planted Trees. Trees, shrubs or plants planted within the public right-of-way or planting easement without the authorization and approval of the City Forester may be removed. The City Forester shall notify the abutting owner in writing, listing the unlawfully planted trees,

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shrubs or plants, ordering their removal, and establishing a reasonable time within which such removal shall be accomplished. In the event that is not to be accomplished within the time specified, the City may remove such trees, shrubs, or plants and assess the costs thereof to the abutting owner. No damage shall be awarded to the abutting owner for the destruction of trees, shrubs or plants pursuant to this subsection.

(6) PRUNING. All pruning of public trees and shrubs shall conform with the standards set forth in the most recent version of ANSI A300 as adopted in section 6.4.03 of this ordinance.

(a) Authority. Pruning of trees located within the public right-of-way shall be performed by the City. Pruning shall be conducted to insure minimum branching height, proper branch structure, elimination of dead or dying branches or to eliminate hazards. There will be no cost to the abutting property owner for routine or emergency tree pruning within the public right-of-way.

(a) Necessity of Pruning. The necessity of pruning trees and shrubs standing in or upon any public right-of-way, public area or upon any private premises adjacent to any public right-of-way or public area shall be determined by the City Forester.

(b) Clearance For Vehicular and Pedestrian Travel. Trees and shrubs standing in or upon any public right-of-way, public area, or upon any private premises adjacent to any public right-of-way or public areas shall be kept pruned by the owner of the property so that the lowest projecting branches provide a clearance height of not less than fourteen (14) feet above the travel portion of a public street or alley, and not less than eight (8) feet above a public sidewalk or path.

(c) Clearance For Street Lights, Traffic Signs and Traffic Signals. No tree or shrub shall be permitted to grow in such a manner as to obstruct light from a street light or obscure public signage of any kind. Trees and shrubs standing in or upon any public right-of-way, public area, or upon any private premises adjacent to any public right-of-way or public areas shall be kept pruned by the owner of the property so there is clear and complete vision of any street light, traffic sign or traffic signal within the City.

(d) City's Right to Prune Trees on Private Property. The City shall have the right, but not the obligation, to prune any tree or shrub on private property that is in violation of this ordinance when the owner fails to do so after notice, or when, in the opinion of the City Forester, public safety and welfare requires that the pruning occur immediately.

(e) Violations. Any tree, shrub or part thereof in violation of this section shall be determined a Public Nuisance by the City Forester and subject to the provisions of section 6.4.05 of this chapter.

(7) REMOVAL. Any tree or shrub or part thereof, whether alive or dead, standing in or upon any public right-of-way, public area, or upon any private premises adjacent to any public right-of-way or public area which the City Forester shall find to be infected, hazardous or a public nuisance shall be removed.

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(a) No person shall remove or destroy any public tree or shrub or cause such act to be done by others without first obtaining a Removal Permit from the City Forester.

(b) Trees shall be completely removed from the growing site and disposed of in the proper manner. Any person or firm engaged in the removal of any public tree or shrub shall have the necessary limits of insurance and shall be held liable for any injury or damage to persons or property.

(c) Stumps and roots which elevate sidewalks and/or boulevards shall be removed from the growing site by grinding or other means to a depth suitable for the future planting of trees, shrubs, or turf. The hole created by removal of a stump shall be filled to the level of surrounding grade with mineral topsoil, tamped to prevent settling and seeded with mixture of grass species appropriate for the site.

(d) All removals of trees and shrubs on public property shall conform with the specifications set forth in City of Cedarburg Policy PR-?, Specifications for Tree Removal.

(8) Other Arboricultural Operations. Spraying, injecting, fertilizing, bracing, cabling or other arboricultural operations or treatments shall be performed in a neat and professional manner according to accepted arboricultural standards and in compliance with all laws governing the use of pesticides.

(9) Cost of Planting , Pruning and Removal of Public Trees and Shrubs.

(a) The entire cost of planting, removal, and maintenance of trees and shrubs in all public areas of the City when performed by department employees or their contractors at the direction of the City Forester, shall be borne by the City out of the department budgets, or from funds donated or otherwise acquired for this purpose. When a private party other than the City plants, removes, or maintains public trees or shrubs pursuant to Section 6.4.7(1) of this ordinance, said party shall incur all expenses connected therewith.

(b) Funds paid to the City of Cedarburg as penalties shall be deposited in a special liability account of fund and used by the City to provide and/or support tree planting and maintenance activities in public areas of the City.

6.4.08 TREE PRESERVATION AND PROTECTION IN NEW DEVELOPMENTS

(a) Purpose. Whereas the Common Council recognizes that trees and woodlands provide many benefits to the City, its residents and visitors and also recognizes that preservation and/or replacement of trees during the land development/building construction process is a public benefit and in the interest of preserving the health and welfare of the people; it is the policy of the City to regulate the preservation and protection certain trees or groups of trees during the land development/building construction process.

(b) Applicability. This ordinance applies to all proposed land disturbance activity occurring on undeveloped/unplatted annexed property and property in the process of being annexed, or platted

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property associated with a land division, other condominium and subdivision development including but not limited to residential, commercial, industrial, and institutional uses except as otherwise noted herein. It shall be applied to such lands in their pre-development condition through the process of reviewing and approving land divisions, site plan approvals and subdivision development.

(c) Arboricultural Specifications and Standards. The “City of Cedarburg Policy PR-5, Tree Preservation and Protection for New Developments”, a separate document as adopted in section 6.4.03 of this ordinance shall by reference or inclusion, be made a part of any permit issued pursuant to this section.

(d) Permit Required. The developer/owner shall submit a landscape plan in conjunction with the proposed development or land disturbance as specified in the Tree Preservation and Protection Specifications. The landscape plan shall be submitted to the City Forester via the Parks, Recreation and Forestry Department, and Plan Commission for review. The City Forester may be requested to inspect the designated site for specimen and/or other trees for the purpose of preservation.

(1) The City Forester shall review all landscape plans, preliminary plats and certified survey maps and, when necessary, require revisions prior to Plan Commission approval. If revisions are required the reasons for revision shall be annotated on the landscape plan and/or stated in writing.

6.4.09 TREE PROTECTION DURING CONSTRUCTION IN A PUBLIC AREA

(a) Purpose. All public trees or shrubs that may be adversely impacted by any excavation, demolition, construction or utility work must be sufficiently guarded and protected by those responsible for such work to minimize potential injury to trees and shrubs. Any work which requires a City permit and which may adversely impact public trees or shrubs requires approval by the City Forester. In order to protect trees or shrubs, the City Forester may require protective measures consistent with national arborist organizations specifications and standards.

(a) Definitions.

(1) For the purposes of this section, "public tree" as defined in section 6.4.02 of this ordinance shall be extended to include any tree located on private property adjacent to a public area, with any part of the tree protection zone of such tree extending into the public area.

(2) "Construction" shall mean the installation, alteration, repair, replacement or relocation of any of the following:

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- (i). Any street, curb, sidewalk, pavement, street light, traffic signal or other surface structure.
- (ii). Any underground utility distribution and service facility including water pipe, sanitary and storm sewer, gas pipeline, electric power and communication wire, cable, conduit, duct and associated vaults, manholes, pull boxes; and any irrigation facilities.
- (iii). Any overhead wire, cable and associated support structure.

(b) Arboricultural Specifications and Standards. The “City of Cedarburg Policy PR-6, Protection of Public Trees During Construction.”, a separate document as adopted in section 6.4.03 of this ordinance shall by reference or inclusion, be made a part of any permit issued pursuant to this section, and also be made a part of any contract for construction in any public area.

(c) Permit required. No individual person, firm, partnership, association, corporation or government entity, except as provided in subsection (f) of this section, shall do or cause to be done, any construction as herein defined, in any public area in the City prior to issuance by the City Forester of a valid Forestry Special Construction Permit.

(d) Permit Application, Plan Review, Approval. Any person proposing to do construction work in a public area shall apply in writing to the City Forester for a permit to do such work. Such application shall specify the location and description of the proposed work, and the estimated start and completion dates. A complete copy of the construction plans shall be provided along with the application. If, upon review of the construction plans and any supplemental information provided by the applicant, the City Forester determines that the work is necessary and can reasonably be expected to progress in compliance with all forestry specifications and conditions, he/she shall issue the permit.

(e) Permit Form, Expiration, Compliance, Inspection. Permits shall be issued by the City Forester on the standard form for this purpose. The permit shall specify the forestry specifications and any special conditions or requirements to be satisfied in connection with the work. Permits issued under this section shall specify an expiration date not to exceed twelve (12) months after the date of issuance. The City Forester may inspect the work in progress on a regular basis to ensure compliance with the terms of the permit.

(f) Permit Exemption. No permit shall be required for construction proposed by any department or division of City government, however, all other provisions of this section shall apply. Any contract entered into between any City department or division and a contractor for hire shall contain the construction specification provisions of subsection (b) of this section. Any City employee performing construction work under this subsection shall also comply with the provisions of subsection (b) of this section.

(g) Standing Permit for Repair by Utility Providers. Any firm or corporation which owns facilities for the distribution and service of water, sewer, gas, electric and communications may request a "Standing Permit for Repair". The purpose of such permit shall be to expedite the

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process of minor repair or replacement of facilities by eliminating the requirement for a separate written permit for each repair occurrence. Such permit shall be valid for a term of one calendar year (January 1 through December 31) and shall apply to all repair occurrences at various single locations and times as needed.

(1) Conditions of permit.

(i) Notification. Permittee shall notify the City Forester by phone, fax or other means prior to commencing a necessary repair, and shall give the location, date and time of the work. Emergency repairs necessary to protect life and property, and other necessary repairs during non business hours shall be exempt from pre-notification but shall be reported on the next business day.

(ii) All work performed in accordance with this subsection shall be subject to the specifications set forth in subsection (2) of this section, and any special conditions specified in the permit.

(iii) Any construction which exceeds the scope, magnitude and purpose of this subsection shall require the standard permit set forth in subsection (d) of this section.

(2) Permit Form, Issuance, Renewal, Compliance, Inspection. Standing Permits shall be issued by the City Forester on the standard form for this purpose. The permit shall specify the forestry specifications and any special conditions or requirements to be satisfied in connection with the work. Permits issued under this section shall be valid from January 1 through December 31 and shall be automatically renewed for a like term. The City Forester shall inspect the work and worksite from time to time to ensure compliance with the terms of the permit.

6.4.10 AUTHORIZATION TO RECEIVE FUNDS AND TO ESTABLISH TRUST FUND

The Parks, Recreation & Forestry Dept. is authorized to receive contributions from private agencies, organizations and individuals, which are specifically designated for the purpose of planting or maintaining trees within the City, in addition to any funds that may be appropriated for its use by the Common Council. Funds donated to the City for the purpose of tree planting and maintenance or paid to the City as penalties shall be deposited in a special liability account of fund and used by the City to provide and/or support tree planting and maintenance activities. This fund is administered by the City Forester, maintained in a dedicated separate account, and is independent of the general fund. Any balance in the fund will be carried forward into subsequent fiscal years.

6.4.11 APPEAL FROM DETERMINATIONS AND ORDERS

Any person who receives a determination or order under this Chapter from the City Forester and objects to all or any part thereof shall have the right to appeal such determination or order, subject to the provisions of Chapter 68, Wis. Stats., to the Parks and Forestry Board within seven (7) days of receipt of the order and the Parks and Forestry Board shall hear such appeal within

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forty-five (45) days of receipt of written notice of the appeal. After such hearing, the Parks & Forestry Board may reverse, affirm or modify the order or determination appealed from and the grounds for its decision shall be stated in writing. The Parks and Forestry Board shall, by letter, notify the party appealing the order or determination of its decision within ten (10) days after the hearing has been concluded. The Parks and Forestry Board shall file its written decision with the City Clerk.

6.4.12 PENALTIES

~~Any person who violates any provision of this ordinance or who fails to comply with any notice issued pursuant to the provisions of ordinance, upon being found guilty of violation, shall be subject to a fine not to exceed two hundred dollars (\$200) for each separate offense.~~

6.4.13 SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

6.4.14 ADOPTION OF STATE STATUTES

Sections 27.09 and 86.03, Wis. Stats., are hereby adopted and incorporated herein by reference.
State Law Reference: Sections 27.09 and 86.03, Wis. Stats.

6-4-16 VIOLATIONS AND PENALTY. (adopted 2021)

Any person, firm or corporation violating any of the provisions of this ordinance may be subject to a forfeiture up to \$500.00 per violation together with the costs of such action.

In addition to the forfeiture the City may require restitution for the appraised value of the tree(s) and /or shrub(s) which were damaged or destroyed as result of violation of this ordinance.

If, as a result of the violation of any provision of this ordinance, the injury, mutilation or death of a City-owned tree or shrub is caused, the cost of repair, replacement, and the appraised value shall be borne by the party in violation.

The appraised value of trees and shrubs shall be determined by the City Forester or a Certified Arborist in accordance with the latest revision of the Council of Tree & Landscape Appraisers Guide for Plant Appraisal, as published by the International Society of Arboriculture; or the Consumer Price Index (CPI) Method as it applies to the cost per diameter inch of recently

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planted trees; whichever is in the best interest of the City. The party in violation shall pay all fees associated with the Certified Arborist's appraisal.

Each day during which any violation of the provisions of this ordinance shall occur or continue, shall be a separate offense.

CHAPTER 4

Trees and Shrubs

| | |
|--------|--|
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SEC. 6-4-1 STATEMENT OF POLICY AND APPLICABILITY OF CHAPTER.

- (a) **Intent and Purpose.** It is the policy of the City to regulate and establish policy for the control of planting, removal, maintenance and protection of trees and shrubs in or upon all public areas and terrace areas of the City to eliminate and guard against dangerous conditions which may result in injury to persons using the streets, alleys, sidewalks or other public areas; to promote and enhance the beauty and general welfare of the City; to prohibit the undesirable and unsafe planting, removal, treatment and maintenance of trees and shrubs located in public areas; and to guard all trees and shrubs both public and private within the City against the spread of disease, insects or pests.
- (b) **Application.** The provisions of this Chapter shall apply to trees and shrubs growing or hereafter planted in or upon public areas and parkway areas and also to all trees and shrubs growing or to be planted in or upon any private premises which shall threaten the life, health, safety or welfare of the public or of any public areas.

SEC. 6-4-2 DEFINITIONS.

Whenever the following words or terms are used in this Chapter, they shall be construed to have the following meanings:

- (a) **Person.** "Person" shall mean person, firm, association or corporation.
- (b) **Public Areas.** "Public Areas" includes all public parks and other lands owned, controlled or

leased by the City except the parkway areas.

- (c) **Public Trees and Shrubs.** "Public Trees and Shrubs" means all trees and shrubs located or to be planted in or upon public areas.
- (d) **Public Nuisance.** "Public Nuisance" means any tree or shrub or part thereof which, by reason of its condition, interferes with the use of any public area; infected with a plant disease; infested with injurious insects or pests; injurious to public improvements or endangers the life, health, safety or welfare of persons or property.
- (e) **Parkway or Terrace Areas.** "Parkway or Terrace Areas" means the land between the normal location of the street curbing and sidewalk. Where there is no sidewalk, the area four feet from the curb line shall be deemed to be a parkway for the purpose of this Chapter. "Parkway" shall have the same meaning as "terrace" or "boulevard." Where there are only sidewalks, the area four (4) feet from the curb shall be deemed boulevard areas under this Chapter.
- (f) **Major Alteration.** Trimming a tree beyond necessary trimming to comply with this Chapter.
- (g) **Shrubs.** "Shrubs" shall mean any woody vegetation or a woody plant having multiple stems and bearing foliage from the ground up.
- (h) **Tree.** "Tree" shall mean any woody plant, normally having one stem or trunk bearing its foliage or crown well above ground level to heights of sixteen feet or more.
- (i) **Evergreen Tree.** "Evergreen Tree" shall mean any woody plant normally having one stem or trunk and bearing foliage in the form of needles and crowns which extend from ground level throughout its entire height.
- (j) **City Forester.** Person designated by the Common Council as authorized to carry out provisions of this Chapter.

SEC. 6-4-3 AUTHORITY OF CITY FORESTER TO ENTER PRIVATE PREMISES.

- (a) The Common Council may designate a municipal employee or citizen to perform the duties of City Forester under Chapter 27, Wis. Stats., and may authorize such City Forester to perform the duties and exercise the powers imposed on the Common Council by this Chapter. The City Forester shall annually be appointed by the Mayor, subject to Council confirmation, at the Council's organizational meetings. The City Forester shall receive administrative guidance from and be responsible to the Director of Engineering and Public Works.
- (b) The City Forester or his authorized representative may enter upon private premises at all reasonable times for the purpose of examining any tree or shrub located upon or over such premises and carrying out any of the provisions of this Chapter.

SEC. 6-4-4 INTERFERENCE WITH THE CITY FORESTER PROHIBITED.

No person shall interfere with the City Forester or his authorized representative while they are

engaged in carrying out any work or activities authorized by this Chapter.

SEC. 6-4-5 ABATEMENT OF TREE DISEASE NUISANCES.

- (a) **Dutch Elm and Other Tree Diseases a Public Nuisances.** Whereas the Common Council has determined that there are many trees growing on public and private premises within the City, the loss of which would substantially depreciate the value of public and private property, impair the use and enjoyment of public and private premises and erode the tax base of the City, and that the health and life of such trees is threatened by fatal diseases such as Dutch Elm disease, which is spread by the elm bark beetles Scolytus multistriatus (Eichb.) or Hylurgopinus rufipes (Marsh.), the Common Council hereby declares its intention to control and prevent the spread of such disease and the insect pests and vectors which carry such diseases and specifically declares Dutch Elm disease and the elm bark beetles which carry such disease to be public nuisances.
- (b) **Definitions.** As used in this Section, unless otherwise clearly indicated by the context:
- (1) "Public Nuisance" means:
 - a. Dutch Elm disease.
 - b. Elm bark beetles Scolytus multistriatus (Eichb.) or Hylurgopinus rufipes (Marsh.).
 - c. Any living or standing elm tree or part thereof infected with the Dutch Elm disease fungus or in a weakened condition which harbors any of the elm bark beetles, Scolytus multistriatus (Eichb.) or Hylurgopinus rufipes (Marsh.).
 - d. Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle destroying concentrate.
 - e. Any other deleterious or fatal tree disease.
 - f. Any tree or part thereof which by reason of its condition and location is hazardous or dangerous to persons and property using or upon any public street, sidewalk, alley, park or other public place, including the parkway.
 - g. Any tree or part thereof which is infested by the eastern tent caterpillar or other defoliating larvae.
 - (2) "Public property" means owned or controlled by the City, including without limitation because of enumeration, public sites, parks, playgrounds, streets, alleys, sidewalks, boulevards, and the parkway or improved portion of any public way.
 - (3) "Person" means person, firm or corporation.
- (c) **Inspection.**
- (1) The City Forester shall inspect or cause to be inspected all premises and places within the City to determine whether any public nuisance exists thereon. He shall also inspect or cause the inspection of any elm tree reported or suspected to be infested with the Dutch Elm disease or any elm bark bearing materials reported or suspected to be infested with elm bark beetles.

- (2) Whenever necessary to determine the existence of Dutch Elm disease or elm bark beetles in any tree, the person inspecting such tree shall remove or cut specimens from the tree in such manner as to avoid fatal injury thereto and deliver such specimens to the City Forester who shall forward them to the Wisconsin Department of Agriculture at Madison for analysis to determine the presence of such nuisances.
 - (3) The City Forester and his agents or employees shall have authority to enter upon private premises at reasonable times for the purpose of carrying out any of the provisions of this Section.
- (d) **Abatement of Nuisances; Duty of City Forester.**
- (1) The City Forester shall order, direct, supervise and control the abatement of Public nuisances as defined in this Section by spraying, removal, burning or by other means which he determines to be necessary to prevent as fully as possible the spread of Dutch Elm disease fungus, other deleterious tree diseases or the insect pests or vectors known to carry such diseases.
 - (2) Whenever the City Forester after inspection or examination shall determine that a public nuisance as herein defined exists on public property in the City, he shall immediately abate or cause the abatement of such nuisance in such manner as to destroy or prevent as fully as possible the spread of Dutch Elm disease, other deleterious tree diseases, or the insect pests or vectors known to carry such disease fungus.
 - (3)
 - a. When the City Forester shall determine with reasonable certainty that a public nuisance exists upon private premises, he shall immediately serve or cause to be served personally or by registered mail upon the owner of such property, if he can be found, or upon the occupant thereof, a written notice of the existence of such nuisance and of a time and place for a hearing, not less than fourteen (14) days after service of such notice, on the abatement action to be taken. Such notice shall describe the nuisance and recommend procedures for its abatement, and shall further state that unless the owner shall abate the nuisance in the manner specified in the notice, or shall appear at the hearing to show that such nuisance does not exist or does not endanger the health of trees in the City, the City Forester shall cause the abatement thereof at the expense of the property served. If the owner cannot be found, such notice shall be given by publication in a newspaper of general circulation in the City.
 - b. If, after hearing held pursuant to this Subsection, it shall be determined by the Common Council that a public nuisance exists, it shall forthwith order the immediate abatement thereof. Unless the property owner abates the nuisance as directed within thirty (30) days after such hearing, the City Forester shall proceed to abate the nuisance and cause the cost thereof to be assessed against the property in accordance with the procedures provided in this Section. The City Forester may extend the time allowed the property owner

- for abatement work but not to exceed thirty (30) additional days. (Ord. 94-13)
- c. Notwithstanding the foregoing Subsections (d)(3)a and b, if the City Forester determines that any public nuisance as herein defined exists in or upon private premises and that the danger to other trees or foliage within the City is imminent, he shall immediately serve upon the owner of such property, if he can be found, or upon the occupant thereof, notice to abate such nuisance within thirty (30) days of the service of said notice. If, in the opinion of the City Forester, this removal period creates undue financial hardship or limits the practicality of obtaining timely removal services, the City Forester may extend the removal period to sixty (60) days. If such owner or occupant does not abate said nuisance within the time permitted, the City Forester shall cause the same to be abated. No damage shall be awarded to the owner for the destruction of any tree, wood foliage, or any part thereof pursuant to this Section. (Ord. 94-13)

(e) **Spraying or Inoculation.**

- (1) Whenever the City Forester shall determine that any tree or part thereof is infected with a deleterious or fatal tree disease or is in a weakened condition or harbors elm bark beetles, he may cause all trees within a one thousand (1,000) foot radius thereto to be sprayed or inoculated with an effective disease destroying concentrate or other insecticide.
- (2) In order to facilitate the work and minimize the inconvenience to the public of any spraying operations conducted under this Section, the City Forester shall cause to be given advance public notice of such operations by newspaper, radio, television, public service announcements or other effective means and shall also cause the posting of appropriate warning notices in the areas and along the streets where trees are to be sprayed at least twenty-four (24) hours in advance of spraying. When any residue or concentrate from municipal spraying operations can be expected to be deposited on any public street, the City Forester shall also notify the Chief of Police, who shall take all necessary steps to make and enforce temporary parking and traffic regulations on such streets as conditions require. Temporary "no parking" notices shall be posted in each block of any affected street at least twenty-four (24) hours in advance of spraying operations.
- (3) When appropriate warning notices and temporary "no parking" notices have been given and posted in accordance with Subsection (b) of this Section, the City shall not allow any claim for damages to any vehicle caused by such spraying operations
- (4) When trees on private property are to be inoculated or sprayed, the City Forester shall notify the owner of such property and proceed in accordance with the requirements of Subsection (d)(3).

SEC. 6-4-6 ASSESSMENT OF COSTS OF ABATEMENT.

- (a) The cost of abating any public nuisance or spraying or inoculating trees located in the parkway as defined herein shall be borne by the City.
- (b) The cost of abating a public nuisance or spraying elm trees or elm wood located on private premises when done at the direction and under the supervision of the City Forester shall be assessed to the property on which such nuisance, tree or wood is located as follows:
 - (1) The City Forester shall keep a strict account of the cost of such work or spraying and the amount chargeable to each lot or parcel and shall report such work, charges, description of lands to which charged and names and addresses of the owners of such lands to the Common Council on or before October 15 of each year.
 - (2) Upon receiving the City Forester's report, the Council shall hold a public hearing on such proposed charges, giving at least fourteen (14) days' advance notice of the time, place and purpose of such hearing to interested persons by publication in a newspaper of general circulation in the municipality and by mail to the owner of each property proposed to be charged. Each property owner shall be notified of the amount proposed to be assessed against his premises and the work for which such charge is being made.
 - (3) After such hearing, the Common Council shall affirm, modify and affirm or disapprove such assessments by resolution and shall cause a copy thereof to be published. Upon adoption and publication of such resolution, assessments made thereby shall be deemed final.
 - (4) The City Clerk shall mail notice of the amount of such final assessment to each owner of property assessed at his last-known address, stating that, unless paid within thirty (30) days of the date of the notice, such assessment will be entered on the tax roll as a tax against the property, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such assessment.
 - (5) The City hereby declares that, in making assessments under this Section, it is acting under its police power, and no damages shall be awarded to any owner for the destruction of any diseased or infested tree or wood or part thereof

SEC 6-4-7 PERMIT FOR PLANTING, MAINTENANCE AND REMOVAL OF TREES AND SHRUBS.

- (a) **Permit Required.** No person, except upon order of the City Forester, shall plant or remove, or perform major alterations as determined by the Forester on a tree or shrub in the public right-of-way parkway area or cause such act to be done by others without first obtaining a written permit for such work from the City Forester as herein provided. The applicant shall comply with the planting standards of Section 6-4-8
- (b) **Permit Exemptions.** No permit shall be required to cultivate, fertilize or water trees or shrubs or for work by City personnel on park properties. No permit is necessary to plant trees

inside the property line.

- (c) **Permit Requirements and Conditions.** If the City Forester determines that the proposed work or planting described in an application for a permit is necessary and in accord with the purposes of this Chapter, taking into account the safety, health and welfare of the public, location of utilities, public sidewalk, driveways and street lights, general character of the area in which the tree or shrub is located or proposed to be located, type of soil, characteristics and physiological need of the genus, species and variety of tree or shrub, he shall issue a permit to the applicant.
- (d) **Permit Form; Expiration; Inspection.** Every permit shall be issued by the City Forester on a standard form and shall include a description of the work to be done and shall specify the genus, species and variety, size, nursery grade and location of trees or shrubs to be planted, if any. Any work under such permit must be performed in strict accordance with the terms thereof and the provisions of this Chapter. Permits issued under this Section shall expire six (6) months after date of issuance. There will be no charge for this permit.
- (e) **Permits to Public Utilities.**
 - (1) Whenever a permit is issued under this Section to a public utility to remove, trim, prune, cut, disturb, alter or perform surgery on any public tree or shrub, the City Forester shall limit the work to be done to the actual necessities of the utility and may assign an inspector to supervise the work done under the provisions of the permit. The expense of such inspection or supervision shall be charged to the utility at the usual City rate.
 - (2) A public utility may secure an annual working agreement with the City Forester's office which gives the City Forester the authorization to supervise and direct work associated with trees and shrubs.

SEC. 6-4-8 PLANTING OF TREES AND SHRUBS.

- (a) **Purpose.** The Common Council hereby states its determination that the planting, care and protection of the trees within the City is desirable for the purposes of beauty, shade, comfort, noise abatement and economic betterment, and hereby encourages all persons to assist in a program of tree planting, care and protection.
- (b) **Tree Planting Program.** The City Forester shall recommend to the Common Council a program for tree planting, care and protection for public parks. The Council shall also encourage the planting, care and protection of trees and shrubs on private premises within the City.
- (c) **Planting.**
 - (1) The size and genus, species and variety of trees and shrubs to be planted in parkways and the manner of planting shall be submitted to the City Forester for approval before commencement of such work. The permit application process is required in Section 6-4-7.
 - (2) There shall be a minimum distance of sixteen (16) feet and a recommended distance

of twenty-five (25) to fifty (50) feet between terrace area trees depending upon the size of tree and other factors. Parkway trees shall be planted equal distance between the sidewalk or proposed sidewalk and back of the curb or proposed back of curb. In parkway areas less than three (3) feet wide, planting will not be permitted. Parkway-area trees shall be a minimum of twenty-five (25) feet from an intersection.

- (3) Evergreen trees shall not be planted in a parkway area.
- (4) It shall be unlawful to plant or maintain shrubbery, ground cover or other plants not considered to be a deciduous leaf tree within parkway areas whose growth is in excess of eight (8) inches in height above the top of the nearest curb.
- (5) Tree grates shall be provided for parkway trees surrounded by concrete by the adjacent property owner and shall be level with adjacent concrete.
- (d) **Unlawfully Planted Trees.** Trees, plants or shrubs planted within any parkway or planting easement without the authorization and approval of the City Forester may be removed. The City Forester shall notify the abutting owner in writing, listing the unlawfully planted trees, plants or shrubs, ordering their removal, and establishing a reasonable time within which such removal shall be accomplished. In the event that removal is not to be accomplished within the time specified, the City may remove such trees, plants or shrubs and assess the costs thereof to the owner.
- (e) **Frames.** Any person, adjacent to whose land any shade or ornamental tree or shrub is growing in any street, may, for the propose of protecting such tree or shrub, surround the same with a suitable box or frame for protection, but all such work shall be performed under the supervision and direction of the City Forester.

SEC. 6-4-9 PRUNING (Ord. 2004-17)

- (a) The necessity of pruning trees and shrubs standing in or upon any public area or upon any private premises adjacent to any public area shall be determined by the City Forester or the Director of Parks and Recreation.
- (b) Streets and Alleys: Trees and shrubs shall be kept pruned by the owner of the property so that branches shall not be permitted to overhang streets and alleys at such a height that in the opinion of the City Forester interfere with vehicle traffic.
- (c) Sidewalks and Pathways: Trees and shrubs shall be kept pruned by the owner of the property so that branches shall not be permitted to overhang sidewalks or pathways at such a height that in the opinion of the City Forester interfere with pedestrian traffic.
- (d) Street Lights and Signs: No tree or shrub shall be permitted to grow in such a manner as to obstruct light from a street light or obscure public signage of any kind.
- (e) The City shall have the right, but not the obligation, to prune any tree or shrub on private property that is in violation of this ordinance when the owner fails to do so after notice, or when public safety and welfare requires that the pruning occur immediately.

SEC. 6-4-10 TREES AND SHRUBBERY OBSTRUCTING VIEW AT INTERSECTION

OR VIEW OF TRAFFIC SIGNS.

- (a) Notwithstanding any other provision of this Chapter, no person shall maintain, plant or permit to remain on any private or public premises situated at the intersection of two (2) or more streets or alleys in the City any hedge, tree, shrub or other growth which may obstruct the view of the operator of any motor vehicle or pedestrian approaching such intersection.
- (b) It is unlawful for any person to plant, cause to grow, allow to grow or maintain any trees, bushes, shrubbery or vegetation of any kind which is an obstruction to the clear and complete vision of any traffic sign or driveway approach to a street in the City. It shall be the duty of every owner of such tree, bush, shrubbery or vegetation to remove such obstruction.
- (c) Any shrub, tree or other plant which obstructs the view at an intersection or the view of a traffic sign shall be deemed to be dangerous to public travel and the City Forester may order, by written notice, the owner or occupant of any private place or premises on which there stands a tree or shrub which unreasonably interferes with or encroaches upon the street or sidewalk, to take such steps as are necessary to remove such interference. If such owner or occupant fails, within ten (10) days of receipt of notice, to take such necessary steps, the Director of Engineering and Public Works employees shall order the City employees to remove the interference. The cost of removing the interference shall be levied and collected as a special tax upon the property upon which or in front of which such tree or shrub stands.
- (d) Any person who is an owner or occupant or firm or corporation failing to obey the written notice of the City Forester as specified in Subsection (c) above shall, upon conviction thereof, be subject to a forfeiture as established in Section 1-1-7 of this Code of Ordinances.

SEC. 6-4-11 REMOVAL OF TREES AND STUMPS.

- (a) **Dangerous, Obstructive and Infected Trees.** Any tree or part thereof, whether alive or dead, which the City Forester shall find to be infected, hazardous or a nuisance so as to endanger the public or other trees, plants or shrubs growing within the City, or to be injurious to public sewers, sidewalks or other public improvements whether growing upon public or private premises, shall be removed, trimmed or treated by the owner of the property upon or adjacent to which such tree or part thereof is located. The City Forester shall give written notice to said owner to remedy the situation which shall be served personally or posted upon the affected tree. Such notice shall specifically state the period of time within which the action must be taken, which shall be within not less than twenty-four (24) hours nor more than fourteen (14) days as determined by the City Forester on the basis of the seriousness of the condition of the tree or danger to the public. If the owner shall fail to remove, treat or trim said tree within the time limited, the City Forester shall cause the tree to be removed, treated or trimmed and shall report the full cost thereof to the City Clerk who shall thereupon enter such cost as a special charge against the property.
- (b) **Removal Standards.** In cutting down trees located in public and parkway areas, the tree must be removed with the root stump grubbed out, or ground out to a depth of at least nine

- (9) inches below grade measured in a straight line with the normal grade of sidewalk to top of nine (9) inches below grade measured as a straight line, normal grade of sidewalk to top of curb. All wood and debris must be removed from the street prior to the end of each working day and all holes shall be filled to normal grade level with topsoil as soon as practicable.
- (c) **Private Removal.** No person, firm, organization or corporation shall plant, injure, trim, remove or destroy any tree or shrub located in or upon any public place, until a permit shall have been issued by the City Forester. Such permit shall be issued only when the removal, trimming or cutting of the tree or shrub is necessary, as determined by the City Forester, because of disease, damage, hazardous condition, and/or location, or its location is such that substantial detriment is done to the property upon which the tree or shrub stands, or property abutting the same. Such permit shall expressly state the premises upon which the tree stands and the location of the tree thereon.

SEC. 6-4-12 PROHIBITED ACTS.

- (a) **Damage to Public Trees.** No person shall, without the consent of the owner in the case of a private tree or shrub, or without written permits from the City Forester in the case of a parkway-area tree, public tree or shrub, perform or cause to be performed by others any of the following acts:
- (1) Secure, fasten or run any rope, wire sign, unprotected electrical installation or other device or material to, around or through a tree or shrub.
 - (2) Break injure, mutilate, deface, kill or destroy any tree or shrub or permit any fire to burn where it will injure any tree or shrub.
 - (3) Permit any toxic chemical, gas, smoke, oil or other injurious substance to seep, drain or be emptied upon or about any tree or shrub or place cement or other solid substance around the base of the same.
 - (4) Remove any guard, stake or other device or material intended for the protection of a public tree or shrub, or close or obstruct any open space about the base of a public tree or shrub designed to permit access of air, water and fertilizer.
 - (5) Attach any sign, poster, notice or other object on any tree, or fasten any guy wire, cable, rope, nails screws or other device to any tree; except that the City may tie temporary "no parking" signs to trees when necessary in conjunction with street improvement work, tree maintenance work or parades.
 - (6) Cause or encourage any fire or burning near or around any tree.
 - (7) Damage a parkway-area tree with any vehicle.
- (b) **Excavations.** All trees on any parkway or other publicly owned property near any excavation or construction of any building structure or street work shall be sufficiently guarded and protected by those responsible for such work as to prevent any injury to said trees. No person shall excavate any ditches, tunnels or trenches, or install pavement within a radius of ten (10) feet from any public tree without a permit from the City Forester.
- (c) **Interference With City Forester.** No person shall:

- (1) Interfere with or prevent any acts of the City Forester or his agents or employees while they are engaged in the performance of duties imposed by this Section.
- (2) Refuse to permit the City Forester or his duly authorized representative to enter upon his premises at reasonable times to exercise the duties imposed by this Section.
- (d) **Refusal to Abate Nuisance.** No person shall permit any public nuisance to remain on any premises owned or controlled by him when ordered by the City Forester to abate such nuisance. Persons found to be in violation of this Section shall be subject to the general penalty provisions of Section 1-1-7.

SEC. 6-4-13 APPEAL FROM DETERMINATIONS OR ORDERS. (Ord. 2007-20)

Any person who receives a determination or order under this Chapter from the City Forester and objects to all or any part thereof shall have the right to appeal such determination or order, subject to the provisions of Chapter 68, Wis. Stats., to the Park and Forestry Board within seven (7) days of receipt of the order and the Park and Forestry Board shall hear such appeal within thirty (30) days of receipt of written notice of the appeal. After such hearing, the Park and Forestry Board may reverse, affirm or modify the order or determination appealed from and the grounds for its decision shall be stated in writing. The Park and Forestry Board shall, by letter, notify the party appealing the order or determination of its decision within ten (10) days after the hearing has been concluded. The Park and Forestry Board shall file its written decision with the City Clerk.

SEC. 6-4-14 TREE PRESERVATION (Ord. 2001-52)

- (a) **Purpose and Intent.**
 - (1) Cedarburg recognizes that trees and woodlands help to reduce storm water runoff and erosion, replenish ground water supplies, preserve wildlife habitats, enhance and preserve air quality, the climate, the environment, protect property values and provide educational and recreational opportunities.
 - (2) Cedarburg also recognizes that preservation and/or replacement of trees during the land development/building construction process is a public benefit and in the interest of preserving the health and welfare of the people.
 - (3) This ordinance applies to all land disturbance activity on undeveloped property, which has been recently annexed to the City or is in the process of being annexed for development. It shall be applied to such lands in their pre-development condition through the process of reviewing and approving land divisions, site plan approvals and subdivision development. Said development activity shall comply with the Tree Preservation ordinance and implementing regulations.
 - (4) This ordinance shall not apply to lands after their initial development has occurred.
- (b) **Definitions**
 - (1) **Superintendent of Parks and Forestry** is designated as the “City Forester” per the meaning in Sec. 6-4-3.

- (2) **Diameter at Breast Height (DBH):** A standard measure of tree size. A tree trunk diameter measured at a height of four and on-half (4 ½) feet above the ground. If a tree splits into multiple trunks below the 4-½ foot mark, then the trunk is measured at its most narrow point beneath the split.
 - (3) **Land Disturbance Activity:** Any manmade change of the land surface including removal of a tree(s) or vegetative cover, excavation, filling, and grading, but not including agricultural land uses such as planting, growing, cultivating and harvesting of crops.
 - (4) **Development Site:** Any area in the process of annexation; any undeveloped property already annexed, any area subject to land division, condominium or subdivision development.
 - (5) **Natural Areas:** Any area found on a parcel of land that includes but may not necessarily be limited to one of the following: wooded areas (trees, shrubs, etc), undisturbed areas, prairies, wetlands and natural ecosystems.
 - (6) **Undeveloped Property:** Lands, which are devoid of structures above and below the ground. (Note: Structures shall be as defined in Section 12-1-240(141) of the Zoning Code.)
 - (7) **Specimen Tree (s):** Any tree or grouping of trees which has been determined to be of high value by the Superintendent of Parks and Forestry because of its size (24" or greater DBH), age, historic significance or other professional criteria.
 - (8) **Tree:** Any self supporting woody plant having a well-defined stem, a well-defined crown and has attained a height of at least eight feet with a trunk of not less than three (3) inches diameter at breast height (DBH). Or, a cluster of main stems having an aggregate diameter of not less than three (3) inches DBH. (Note: Containerized trees and nursery stock in licensed commercial nurseries are exempt from the provisions of this ordinance.)
 - (9) **Tree Preservation Guidelines and Administrative Standards:** The implementing regulations established by the Park and Forestry Board and published by the Park and Recreation Department to be used by the Superintendent of Parks and Forestry, developers and residents of Cedarburg in identifying, preserving and protecting specimen and other trees.
- (c) **Applicability**
- (1) The terms of this ordinance shall apply to all proposed land disturbance activity occurring on undeveloped/unplatted annexed property and property in the process of being annexed, or platted property associated with a land division, other condominium and subdivision development including but not limited to residential, commercial, industrial, and institutional uses except as otherwise noted herein.
 - (2) With the submission of a preliminary plat or certified survey map, the developer/owner must identify and delineate all natural areas and indicate the approximate average DBH and the range of DBH sizes found in each natural area.
 - (3) Provisions of this ordinance shall not apply to the following:

- a. Lots developed and platted prior to the adoption of this ordinance
- b. Lots for which a building permit has been issued for principal structures or principal use
- c. Projects initiated by the City, as determined by the Common Council on a case-by-case basis, where the public good and/or health and welfare are a concern (including but not limited to installation of sanitary sewer, public roads, drainage improvements)

(d) **Permit Procedure**

- (1) The developer/owner shall submit a landscape plan in conjunction with the proposed development or land disturbance as specified in the Tree Preservation Guidelines. The landscape plan shall be submitted to the Superintendent of Parks and Forestry, Park and Recreation Department and Plan Commission or Park and Forestry Board, as applicable, for review. The Superintendent of Parks and Forestry may be requested to inspect the designated site for specimen and/or other trees for the purpose of preservation.
- (2) Based upon the Superintendent of Parks and Forestry inspection and review of the land disturbance, preliminary plat or certified survey map (and landscape plan submitted for subdivision development, as required in the Tree Preservation Guidelines), the Superintendent of Parks and Forestry and/or Plan Commission, as applicable, may suggest a modification and/or alternate location for site development, if in their opinion it may preserve trees in accordance with this ordinance and the Tree Preservation Guidelines. This recommendation shall be in writing.
- (3) The Superintendent of Parks and Forestry shall review all preliminary plats and certified survey maps and, when necessary, recommend modifications prior to Plan Commission approval.

(e) **Removal of Specimen Trees**

- (1) No specimen trees shall be removed from a development site as of November 12, 2001 except as provided in (e) of this ordinance. Documentation requesting removal shall be submitted to the Superintendent of Parks and Forestry, as applicable, as part of a landscape plan, in accordance with the Tree Preservation Guidelines prior to final plat or land division or site plan approval.
- (2) It shall be unlawful to remove, injure, destroy, or undertake any procedure that may cause the death or substantial destruction of any specimen tree located on the development site without the express written permission of the Superintendent of Parks and Forestry or his representative.
- (3) If a specimen tree is proposed to be removed, the Superintendent of Parks and Forestry shall review the site for any alternative location for driveway, building and/or other construction in order to preserve the specimen trees.
 - a. If it is found that construction cannot occur on a development site without removal of specimen tree(s), the Park and Forestry Board may require reconfiguration of the proposed locations of buildings, roads, parking areas,

- or lot lines in an effort to preserve trees.
 - b. In the case outlined above, the Park and Forestry Board can direct the Superintendent of Parks and Forestry to authorize the removal of specimen trees pursuant to Sec. 4 d. below.
- (4) Authorization for removal of any specimen tree located on the development site may be granted for the following reasons:
 - a. The tree is dead or dying; or
 - b. The tree is diseased; or
 - c. The tree is damaged or injured to the extent that it is likely to die or become diseased; or
 - d. Where removal will avoid or alleviate unreasonable difficulty or hardship.
- (5) The owner/developer shall pay specimen tree replacement fees in each of the following instances, as directed by the City:
 - a. In the event the removal of the tree is authorized to avoid or alleviate unreasonable difficulty or hardship.
 - b. In the event the tree is damaged or injured by other than natural causes to the extent that is likely to die or become diseased, or it constitutes a hazard to persons or property.
 - c. In the event the tree is unlawfully removed in violation with this ordinance.
- (6) Tree replacement fees, pursuant to Subsections (e) (5) a. or (e) (5) b. will be in accordance with the Tree Preservation Guidelines. Where tree replacement fees are due as a result of unlawful removal of a tree, in violation of the ordinance, the Superintendent of Parks and Forestry will require fees based upon the replacement value as determined by a certified arborist in accordance with the latest revision of a Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens, as published by the International Society of Arboriculture.
- (f) **Enforcement.** It shall be the duty of the Superintendent of Parks and Forestry, Parks and Recreation Department, or its authorized representative to enforce this ordinance. The Superintendent of Parks and Forestry, Parks and Recreation Department or authorized representative shall have the authority to revoke, suspend or void any land disturbance permit and shall have the authority to suspend all work on a site or portion thereof for violation of this ordinance.
- (g) **Violations and Penalty.** Any person, firm or corporation violating any of the provisions of the ordinance may be subject to a forfeiture of not less than \$500.00 per violation together with the costs of such action. Each day during which any violation of the provisions of this ordinance shall occur or continue shall be a separate offense. If, as a result of the violation of any provision of this ordinance, the injury, mutilation or death of a specimen tree is caused, the cost to repair or replacement shall be borne by the party in violation. The replacement value of trees and shrubs shall be determined by a certified arborist in accordance with the latest revision of a Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens, as published by the International Society of Arboriculture. The

developer/owner shall pay all fees associated with the certified arborist's appraisal.

- (h) **Appeal.** Any person aggrieved or affected by any decision of the Superintendent of Parks and Forestry, Park and Forestry Board, Plan Commission or City Staff relating to the application of this ordinance may appeal to the City of Cedarburg Board of Appeals.

SEC. 6-4-15 ADOPTION OF STATE STATUTES.

Sections 27.09 and 86.03, Wis. Stats., are hereby adopted and incorporated herein by reference.

State Law Reference: Sections 27.09 and 86.03, Wis. Stats.

ORIGINAL

COMMON COUNCIL APPOINTMENTS – 2021-2022

Council Member Sherry Bublitz (1st District)

Diversity Committee
Library Board
Personnel Committee

Council Member Jack Arnett (2nd District)

Community Development Authority (Sept 2021)
Finance Committee

Council Member Kristin Burkart (3rd District)

Economic Development Board
Festival Committee Liaison
Public Works and Sewerage Commission

Council Member Rick Verhaalen (4th District)

Parks, Recreation and Forestry Board
Ad Hoc Mayor's Community Enhancement Award Committee
Mid-Moraine Legislative Committee (alternate)

Council Member Robert Simpson (5th District)

Ad Hoc Joint City/Town Fire Shared Services Committee
Mid Moraine Legislative Committee
Public Art Commission

Council Member Patricia Thome (6th District)

(Council President)
(Plan Commission Council Representative)
Light and Water Commission (Sept 2021)
Personnel Committee - Chair

Council Member Barbara Lythjohan (7th District)

Landmarks Commission
Personnel Committee

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Batch: 040621USC,040921AP,041621AP,041621WE

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| E 100-533110-225 | | TELEPHONE/COMMUNI | \$14.73 | 0428017352 | CH-TELECOM |
| E 100-533110-225 | | TELEPHONE/COMMUNI | \$39.21 | 0428017352 | ENG-TELECOM |
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| | | Total | \$435.91 | | |
| 37463 | 04/09/21 | ALLIANCE TECHNOLOGY, LLC | | | |
| E 601-573835-360 | | COLLECTION SYSTEM M | \$259.00 | 34717 | CWRC-COLLECTION SYSTEM MAINTENANCE |
| | | Total | \$259.00 | | |
| 37464 | 04/09/21 | AURORA EAP | | | |
| E 601-573805-161 | | EAP/125 ADMIN | \$300.00 | 23274 | ER-QUARTERLY 2021 |
| G 100-156200 | | DUE FROM LIGHT & WA | \$105.00 | 23274 | ER-QUARTERLY 2021 |
| E 260-555110-161 | | EAP/125 ADMIN | \$100.00 | 23274 | ER-QUARTERLY 2021 |
| E 100-519200-161 | | EAP/125 ADMIN | \$72.50 | 23274 | ER-QUARTERLY 2021 |
| | | Total | \$577.50 | | |
| 37465 | 04/09/21 | BADGER STATE WASTE, LLC | | | |
| E 601-573825-294 | | SLUDGE HAULING | \$24,322.50 | 2981 | CWRC-SLUDGE HAULING-MARCH 2021 |
| | | Total | \$24,322.50 | | |
| 37466 | 04/09/21 | BAKER & TAYLOR AV PRE PROCESS | | | |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$286.20 | H54736000 | LIBR-PUBLICATIONS |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$35.87 | H54785060 | LIBR-PUBLICATIONS |
| | | Total | \$322.07 | | |
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| E 260-555110-319 | | PUBLICATIONS AND SU | \$99.19 | 2035736041 | LIBR-PUBLICATIONS |
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Batch: 040621USC,040921AP,041621AP,041621WE

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| E 260-555110-319 | | PUBLICATIONS AND SU | \$109.25 | 2035832869 | LIBR-PUBLICATIONS |
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| E 260-555110-319 | | PUBLICATIONS AND SU | \$94.67 | 2035840662 | LIBR-PUBLICATIONS |
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| Total | | | \$5,012.78 | | |
| 37468 | 04/09/21 | BEYER'S HARDWARE | | | |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$2.29 | 163269 | PARKS-REPAIR & MAINTENANCE |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$15.72 | 163285 | PARKS-REPAIR & MAINTENANCE |
| E 601-573830-340 | | MAINTENANCE SUPPLIE | \$56.69 | 163598 | CWRC-MAINTENANCE SUPPLIES |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$16.77 | 163610 | PARKS-REPAIR & MAINTENANCE |
| E 100-522120-347 | | SUPPLIES AND EXPENS | \$14.99 | 163703 | PD-SUPPLIES & EXPENSES |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$9.78 | 163757 | PARKS-REPAIR & MAINTENANCE |
| E 601-573830-340 | | MAINTENANCE SUPPLIE | \$4.76 | 163807 | CWRC-MAINTENANCE SUPPLIES |
| E 601-573830-340 | | MAINTENANCE SUPPLIE | \$25.19 | 163852 | CWRC-MAINTENANCE SUPPLIES |
| Total | | | \$146.19 | | |
| 37469 | 04/09/21 | BOEHLKE BOTTLED GAS CORP. | | | |
| G 221-161500 | | FUEL INVENTORY | \$856.58 | 147025 | DPW-FUEL INVENTORY |
| Total | | | \$856.58 | | |
| 37470 | 04/09/21 | BSN SPORTS LLC | | | |
| E 220-555390-347 | | SUPPLIES AND EXPENS | \$1,166.37 | 912123741 | REC-SUPPLIES & EXPENSES |
| Total | | | \$1,166.37 | | |
| 37471 | 04/09/21 | BUBLITZ CREATIVE | | | |
| E 260-555110-382 | | LIBRARY TECHNOLOGY | \$35.00 | 4492 | LIBR-TECH |
| E 260-555110-382 | | LIBRARY TECHNOLOGY | \$260.00 | 4496 | LIBR-TECH |
| Total | | | \$295.00 | | |
| 37472 | 04/09/21 | BUDIAC PLUMBING INC | | | |
| E 601-573850-215 | | ENGINEERING | \$277.76 | 37393 | CWRC-ENGINEERING |
| Total | | | \$277.76 | | |

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| 37473 | 04/09/21 | CARDMEMBER SERVICE | | | |
| E 100-522130-210 | | PROFESSIONAL SERVIC | \$63.00 | | PD-PROFESSIONAL SERVICES |
| E 100-515600-330 | | TRAVEL & TRAINING | \$134.00 | 6174 | TREAS-TRAVEL & TRAINING |
| E 400-533311-854 | | STREET IMPROVEMENT | \$143.50 | 6174 | WATER PERMITTING |
| E 100-511100-390 | | OTHER EXPENSES | \$206.91 | 6174 | COUNCIL-IPAD CASES |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$312.47 | 6182 | PARKS-REPAIR & MAINTENANCE |
| E 220-555390-394 | | POMS EXPENSES | (\$157.76) | 6182 | POMS RETURN |
| E 220-555390-347 | | SUPPLIES AND EXPENS | \$133.32 | 6182 | REC-SUPPLIES AND EXPENSES |
| E 220-555390-394 | | POMS EXPENSES | \$205.22 | 6182 | POMS EXPENSES |
| E 240-555320-330 | | TRAVEL & TRAINING | \$25.00 | 6182 | POOL-TRAVEL & TRAINING |
| E 100-555220-347 | | SUPPLIES AND EXPENS | \$963.90 | 6190 | PARKS-SUPPLIES & EXPENSES |
| E 220-555390-347 | | SUPPLIES AND EXPENS | \$253.47 | 6190 | REC-SUPPLIES AND EXPENSES |
| E 601-573825-312 | | COMPUTER/COPIER SU | \$60.61 | 6208 | CWRC-COMPUTER |
| E 601-573825-372 | | SAFETY EQUIPMENT | \$108.49 | 6208 | CWRC-SAFETY EQUIPMENT |
| E 601-573830-340 | | MAINTENANCE SUPPLIE | \$796.60 | 6208 | CWRC-MAINTENANCE SUPPLIES |
| E 601-573835-360 | | COLLECTION SYSTEM M | \$1.37 | 6208 | CWRC-COLLECTION SYS MAINT |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$21.95 | 6208 | CWRC-MAINTENANCE SUPPLIES |
| E 601-573850-330 | | TRAVEL & TRAINING | \$75.00 | 6208 | CWRC-TRAVEL & TRAINING |
| E 601-573850-390 | | OTHER EXPENSES | \$119.00 | 6208 | CWRC-OTHER EXPENSES |
| E 100-533210-350 | | OPERATING SUPPLIES | \$152.45 | 6216 | DPW-OPERATING |
| E 100-533210-353 | | MAINTENANCE PARTS | \$132.97 | 6216 | DPW-MAINTENANCE PARS |
| E 100-533440-240 | | REPAIR AND MAINTENA | \$498.15 | 6216 | DPW-REPAIR & MAINTENANCE |
| E 100-533311-350 | | OPERATING SUPPLIES | \$1,684.80 | 6216 | DPW-OPERATING |
| E 100-511100-390 | | OTHER EXPENSES | \$495.11 | 6621 | ADMIN-OTHER |
| E 260-555110-223 | | MARKETING | \$185.92 | 6639 | LIBR-MARKETING |
| E 260-555110-308 | | PROGRAM SUPPLIES | \$85.88 | 6639 | LIBR-PROGRAM SUPPLIES |
| E 260-555110-310 | | OFFICE SUPPLIES | \$476.04 | 6639 | LIBR-OFFICE SUPPLIE |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$748.63 | 6639 | LIBR-PUBLICATIONS |
| E 260-555110-322 | | DONATION EXPENDITU | \$350.51 | 6639 | LIBR-DONATIONS EXPENDITURES |
| E 260-555110-382 | | LIBRARY TECHNOLOGY | \$12.98 | 6639 | LIBR-TECHNOLOGY |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$334.00 | 6761 | PARKS-REPAIR & MAINTENANCE |
| E 100-533210-350 | | OPERATING SUPPLIES | \$147.70 | 6761 | DPW-OPERATING |
| E 100-533210-350 | | OPERATING SUPPLIES | \$195.18 | 6761 | DPW-OPERATING |
| E 100-522110-310 | | OFFICE SUPPLIES | \$167.99 | 6795 | PD-OFFICE SUPPLIES |
| E 100-522120-330 | | TRAVEL & TRAINING | \$1,452.00 | 6795 | PD-TRAVEL & TRAINING |
| E 100-522120-380 | | EQUIPMENT/CAPITAL O | \$159.98 | 6795 | PD-EQUIPMENT |
| E 100-555140-330 | | TRAVEL & TRAINING | \$48.00 | 6829 | SRCTR-TRAVEL & TRAINING |
| E 100-555140-210 | | PROFESSIONAL SERVIC | \$163.00 | 6829 | SRCTR-PROFESSIONAL SERVICES |
| | | Total | \$10,957.34 | | |
| 37474 | 04/09/21 | CDW GOVERNMENT, INC. | | | |
| E 100-533110-350 | | OPERATING SUPPLIES | \$57.25 | 9754962 | ENG-OPERATING SUPPLIES |
| | | Total | \$57.25 | | |
| 37475 | 04/09/21 | CEDARBURG OVERHEAD DOOR CO. | | | |
| E 221-533210-240 | | REPAIR AND MAINTENA | \$890.00 | 74916 | DPW-SHOP REPAIR |
| | | Total | \$890.00 | | |
| 37476 | 04/09/21 | JONATHAN CENSKY | | | |

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| E 100-566310-210 | | PROFESSIONAL SERVIC | \$6,761.40 | 21-003 | PLAN-PROFESSIONAL SERVICES-MARCH 2021 |
| | | Total | \$6,761.40 | | |
| 37477 | 04/09/21 | CERTIFIED LABORATORIES | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$459.07 | 7288493 | DPW-MAINTENANCE PARTS |
| | | Total | \$459.07 | | |
| 37478 | 04/09/21 | CINTAS CORP | | | |
| E 100-533210-350 | | OPERATING SUPPLIES | \$233.79 | 5056396363 | DPW-OPERATING SUPPLIES |
| | | Total | \$233.79 | | |
| 37479 | 04/09/21 | COMPLETE OFFICE OF WISCONSIN | | | |
| E 100-518100-380 | | EQUIPMENT/CAPITAL O | \$354.98 | 896215 | COMPLEX-EQUIPMENT |
| | | Total | \$354.98 | | |
| 37480 | 04/09/21 | COMPUTER EXPLORERS | | | |
| E 220-555390-290 | | MAINT/CONTRACTED S | \$200.00 | 454091 | REC-CONTRACTED SERVICES-STEM CLASSES |
| E 220-555390-290 | | MAINT/CONTRACTED S | \$160.00 | 454092 | REC-CONTRACTED SERVICES-STEM CLASSES |
| | | Total | \$360.00 | | |
| 37481 | 04/09/21 | CONLEY MEDIA, LLC | | | |
| E 100-533210-350 | | OPERATING SUPPLIES | \$117.00 | 2058700 | DPW-DUES & SUBSCRIPTIONS |
| | | Total | \$117.00 | | |
| 37482 | 04/09/21 | DEUTSCH, ROXANN | | | |
| R 100-463101 | | PUBLIC WORKS FEES | \$40.00 | CK REQ | REFUND-APPLIANCE PICKUP |
| | | Total | \$40.00 | | |
| 37483 | 04/09/21 | EGELHOFF LAWNMOWER SERVICE | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$23.30 | 282987 | DPW-MAINTENANCE PARTS |
| | | Total | \$23.30 | | |
| 37484 | 04/09/21 | FASTENAL COMPANY | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$997.91 | WISAU12284 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$66.72 | WISAU12294 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$292.80 | WISAU12297 | DPW-MAINTENANCE PARTS |
| | | Total | \$1,357.43 | | |
| 37485 | 04/09/21 | FINDAWAY | | | |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$269.97 | 344003 | LIBR-PUBLICATIONS |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$999.00 | 344023 | LIBR-PUBLICATIONS |
| | | Total | \$1,268.97 | | |
| 37486 | 04/09/21 | GRAINGER | | | |
| E 100-555510-240 | | REPAIR AND MAINTENA | \$203.72 | 9831144770 | PARKS-REPAIR & MAINTENANCE |
| | | Total | \$203.72 | | |
| 37487 | 04/09/21 | GROTA APPRAISALS, LLC | | | |
| E 100-515400-210 | | PROFESSIONAL SERVIC | \$6,262.50 | 1577 | ASSESSOR-PROFESSIONAL SERVICES |
| | | Total | \$6,262.50 | | |
| 37488 | 04/09/21 | HAWKINS, TOM | | | |

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| R 220-467310 | | SUMMER/WINTER REC | \$40.00 | CK REQ | REC REFUND-T-BALL |
| | | Total | \$40.00 | | |
| 37489 | 04/09/21 | HI-LINE | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$135.72 | 10846442 | DPW-MAINTENANCE PARTS |
| | | Total | \$135.72 | | |
| 37490 | 04/09/21 | IBS OF SOUTHEASTERN WISCONSIN | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$373.85 | 100685718 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$47.95 | 100685805 | DPW-MAINTENANCE PARTS |
| | | Total | \$421.80 | | |
| 37491 | 04/09/21 | JANI-KING OF MILWAUKEE | | | |
| E 100-533210-350 | | OPERATING SUPPLIES | \$390.53 | MIL04210398 | DPW-OPERATING |
| E 260-555110-290 | | MAINT/CONTRACTED S | \$951.90 | MIL04210425 | LIBR-MAINTENACE/CONTRACTED |
| | | Total | \$1,342.43 | | |
| 37492 | 04/09/21 | KAESTNER AUTO ELECTRIC CO | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$99.00 | 349099 | DPW-MAINTENANCE PARTS |
| | | Total | \$99.00 | | |
| 37493 | 04/09/21 | KANOPY, INC. | | | |
| E 260-555110-322 | | DONATION EXPENDITU | \$456.00 | 242416 | LIBR-DONATIONS |
| | | Total | \$456.00 | | |
| 37494 | 04/09/21 | LEAGUE OF WI .MUNICIPALITIES | | | |
| E 400-533440-475 | | STORMWATER IMPROV | \$400.00 | CK REQ | ENG-DUES-STORMWATER GROUP |
| | | Total | \$400.00 | | |
| 37495 | 04/09/21 | LOCHEN EQUIPMENT | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$75.15 | T45817 | DPW-MAINTENANCE PARTS |
| | | Total | \$75.15 | | |
| 37496 | 04/09/21 | MCCONN, INC. 2015 | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$288.00 | 089226 | DPW-MAINTENANCE PARTS |
| | | Total | \$288.00 | | |
| 37497 | 04/09/21 | MILWAUKEE RUBBER PRODUCTS | | | |
| E 601-573835-360 | | COLLECTION SYSTEM M | \$87.20 | 0094439 | CWRC-COLLECTION SYSTEM |
| | | Total | \$87.20 | | |
| 37498 | 04/09/21 | NAPA AUTO PARTS | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | (\$10.00) | 5269-119548 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$56.51 | 5269-119950 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | (\$14.97) | 5269-119994 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$86.95 | 5269-121798 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$8.58 | 5269-122083 | DPW-MAINTENANCE PARTS |
| | | Total | \$127.07 | | |
| 37499 | 04/09/21 | NEENAH FOUNDRY CO. | | | |
| E 100-533440-240 | | REPAIR AND MAINTENA | \$4,062.00 | 406137 | DPW-REPAIR & MAINTENANCE |

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| Total | | | \$4,062.00 | | |
| 37500 | 04/09/21 | NEWMAN CHEVROLET | | | |
| E 400-533210-880 | | EQUIP REPLACEMENT | \$400.00 | 29134 | DPW-EQUIPMENT REPLACEMENT |
| Total | | | \$400.00 | | |
| 37501 | 04/09/21 | OFFICE DEPOT | | | |
| E 100-566310-310 | | OFFICE SUPPLIES | \$13.98 | 16376135000 | PLAN-OFFICE SUPPLIES |
| E 100-514100-310 | | OFFICE SUPPLIES | \$23.78 | 16376135000 | CLERK-OFFICE SUPPLIES |
| E 100-515600-310 | | OFFICE SUPPLIES | \$2.69 | 16376275600 | TREAS-OFFICE SUPPLIES |
| E 100-514100-310 | | OFFICE SUPPLIES | \$34.99 | 16376276000 | CLERK-OFFICE SUPPLIES |
| Total | | | \$75.44 | | |
| 37502 | 04/09/21 | OLIVER FIONTAR LLC | | | |
| E 350-566710-227 | | DEVELOPERS INCENTIV | \$2,049.78 | 635 | TID #4 - DRAW #54 |
| E 350-566710-227 | | DEVELOPERS INCENTIV | \$29,202.50 | 636 | TID #4 - DRAW #54 |
| Total | | | \$31,252.28 | | |
| 37503 | 04/09/21 | OLSENS PIGGLY WIGGLY | | | |
| E 100-514200-310 | | OFFICE SUPPLIES | \$9.54 | 39936 | ELECTION-SUPPLIES |
| Total | | | \$9.54 | | |
| 37504 | 04/09/21 | ONTECH SYSTEMS, INC | | | |
| E 100-514700-380 | | EQUIPMENT/CAPITAL O | \$98.00 | 55721 | TECH-SONIC WALL |
| E 601-573825-312 | | COMPUTER/COPIER SU | \$74.24 | 55736 | CWRC-COMPUTER |
| E 100-514700-380 | | EQUIPMENT/CAPITAL O | \$727.50 | 55854 | TECH-SERVER & DESKTOP CARE & WEBROOT |
| E 100-514700-210 | | PROFESSIONAL SERVIC | \$398.40 | 55888 | TECH-COMPUTER INSTALLS |
| Total | | | \$1,298.14 | | |
| 37505 | 04/09/21 | OZAUKEE COUNTY HIGHWAY DEPT | | | |
| E 100-533450-450 | | SNOW AND ICE MATERI | \$1,303.46 | 29133 | DPW-SNOW & ICE MATERIALS |
| Total | | | \$1,303.46 | | |
| 37506 | 04/09/21 | PROFESSIONAL SERVICE INDUSTRIE | | | |
| E 353-566710-210 | | PROFESSIONAL SERVIC | \$2,910.00 | 756293 | ENG-HWY 60 BUS. PARK PROFESSIONAL SERVICES |
| Total | | | \$2,910.00 | | |
| 37507 | 04/09/21 | QUALITY STATE OIL CO.,INC. | | | |
| E 100-533210-351 | | GAS AND OIL EXPENSE | \$124.64 | 2898642 | DPW-GAS & OIL |
| E 100-533210-351 | | GAS AND OIL EXPENSE | \$2,091.65 | 2898648 | DPW-GAS & OIL |
| Total | | | \$2,216.29 | | |
| 37508 | 04/09/21 | R&B SUPPLY CO.INC. | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$150.00 | 75456 | DPW-MAINTENANCE PARTS |
| Total | | | \$150.00 | | |
| 37509 | 04/09/21 | REINDERS,INC. | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$335.63 | 1870888-00 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$48.39 | 1870888-01 | DPW-MAINTENANCE PARTS |
| Total | | | \$384.02 | | |

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| 37510 | 04/09/21 | RNR WATER, LLC | | | |
| E 350-566710-210 | | PROFESSIONAL SERVIC | \$562.50 | 13 | TID #4 - PROFESSIONAL SERVICES |
| | | Total | \$562.50 | | |
| 37511 | 04/09/21 | ELIZABETH ROLLAND | | | |
| E 100-555140-210 | | PROFESSIONAL SERVIC | \$62.02 | CK REQ | SRCTR-PROFESSIONAL SERVICES-TAIJIFIT |
| | | Total | \$62.02 | | |
| 37512 | 04/09/21 | SETTLERS INN | | | |
| E 100-514200-310 | | OFFICE SUPPLIES | \$910.18 | 905405 | ELECTION-SUPPLIES |
| | | Total | \$910.18 | | |
| 37513 | 04/09/21 | SUPERIOR CHEMICAL CORP. | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$610.20 | 297319 | DPW-MAINTENANCE PARTS |
| E 100-533440-240 | | REPAIR AND MAINTENA | \$795.36 | 297320 | DPW-STORM REPAIR & MAINTENANCE |
| | | Total | \$1,405.56 | | |
| 37514 | 04/09/21 | TIME WARNER CABLE | | | |
| E 100-522110-225 | | TELEPHONE/COMMUNI | \$434.00 | 032521 | PD-INTERNET |
| | | Total | \$434.00 | | |
| 37515 | 04/09/21 | TRESTER HOIST & EQUIPMENT | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$420.00 | 7254767 | DPW-MAINTENANCE PARTS |
| | | Total | \$420.00 | | |
| 37516 | 04/09/21 | UNIFIRST CORPORATION | | | |
| E 601-573825-372 | | SAFETY EQUIPMENT | \$78.35 | 096 1168666 | CWRC-SAFETY |
| E 100-533210-350 | | OPERATING SUPPLIES | \$49.51 | 096 1170935 | DPW-OPERATING |
| E 100-533210-350 | | OPERATING SUPPLIES | \$49.51 | 096 1176489 | DPW-OPERATING |
| E 601-573825-372 | | SAFETY EQUIPMENT | \$79.53 | 096 1177597 | CWRC-SAFETY |
| E 100-533210-350 | | OPERATING SUPPLIES | \$49.51 | 096 1177599 | DPW-OPERATING |
| | | Total | \$306.41 | | |
| 37517 | 04/09/21 | TAKAKO WILLDEN | | | |
| E 100-555140-210 | | PROFESSIONAL SERVIC | \$52.00 | CK REQ | SRCTR-PROFESSIONAL SERVICES-CHAIR YOGA |
| | | Total | \$52.00 | | |
| 37518 | 04/09/21 | WM CORPORATE SERVICES, INC. | | | |
| E 100-533710-290 | | MAINT/CONTRACTED S | \$40,468.40 | 6617940-227 | CH-GARBAGE & RECYCLING |
| E 100-533730-290 | | MAINT/CONTRACTED S | \$18,398.52 | 6617940-227 | CH-GARBAGE & RECYCLING |
| | | Total | \$58,866.92 | | |
| 37519 | 04/16/21 | AIRGAS USA LLC | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$37.20 | 9978483116 | DPW-MAINTENANCE PARTS |
| | | Total | \$37.20 | | |
| 37520 | 04/16/21 | ASCENSION WISCONSIN AT WORK | | | |
| E 100-522110-313 | | PRINTING-NEWSLETTE | \$112.00 | 166630 | PD-EMPLOYMENT SCREEN |
| | | Total | \$112.00 | | |
| 37521 | 04/16/21 | BAKER & TAYLOR AUDIOBOOK PRE | | | |

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| E 260-555110-319 | | PUBLICATIONS AND SU | \$26.53 | 2035760589 | LIBR-PUBLICATIONS |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$29.29 | 2035833166 | LIBR-PUBLICATIONS |
| | | Total | \$55.82 | | |
| 37522 | 04/16/21 | BAKER & TAYLOR AV PRE PROCESS | | | |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$32.87 | H54808350 | LIBR-PUBLICATIONS |
| | | Total | \$32.87 | | |
| 37523 | 04/16/21 | BAKER & TAYLOR BOOKS | | | |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$373.78 | 2035846566 | LIBR-PUBLICATIONS |
| E 260-555110-322 | | DONATION EXPENDITU | \$100.00 | 2035846566 | LIBR-DONATION |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$468.01 | 2035846567 | LIBR-PUBLICATIONS |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$464.14 | 2035846568 | LIBR-PUBLICATIONS |
| E 260-555110-322 | | DONATION EXPENDITU | \$157.85 | 2035846569 | LIBR-DONATION |
| | | Total | \$1,563.78 | | |
| 37524 | 04/16/21 | CDW GOVERNMENT, INC. | | | |
| E 100-522110-310 | | OFFICE SUPPLIES | \$149.99 | 9485965 | PD-OFFICE SUPPLIES |
| E 100-533110-310 | | OFFICE SUPPLIES | \$30.73 | 9993917 | ENG-OFFICE SUPPLIES |
| E 100-566310-310 | | OFFICE SUPPLIES | \$30.73 | 9993917 | PLAN-OFFICE SUPPLIES |
| | | Total | \$211.45 | | |
| 37525 | 04/16/21 | CEDARBURG LIGHT & WATER | | | |
| E 601-573850-216 | | L&W BILLING | \$12,572.13 | 8098 | CWRC-SEWERAGE FEBRUARY 2021 |
| E 601-573850-216 | | L&W BILLING | \$6,733.63 | 8098 | CWRC-SEWERAGE APRIL 2021 |
| G 601-212000 | | ACCOUNTS PAYABLE | \$20.24 | 8099 | CWRC-HYDRANT METERS FEBRUARY & MARCH 2021 |
| G 100-256200 | | DUE TO LIGHT AND WA | \$1,142.98 | CK REQ | DELINQ UTILITIES PD FROM 2020 TAX ROLL |
| | | Total | \$20,468.98 | | |
| 37526 | 04/16/21 | CEDARBURG VETERINARY CLINIC | | | |
| E 100-522120-352 | | K-9 UNIT EXPENSE | \$96.16 | 396892 | PD-K9 EXPENSE |
| | | Total | \$96.16 | | |
| 37527 | 04/16/21 | CITY CEDARBURG-PETTY CASH | | | |
| E 100-533730-344 | | RECYCLING EXPENSES | \$150.00 | CK REQ | RECYCLING EXPENSES-4-STEP STAIRCASE |
| | | Total | \$150.00 | | |
| 37528 | 04/16/21 | CONCORD GROUP | | | |
| E 353-566710-210 | | PROFESSIONAL SERVIC | \$4,845.00 | 2020E951/12 | BUS PARK PROFESSIONAL FEES |
| | | Total | \$4,845.00 | | |
| 37529 | 04/16/21 | CONLEY MEDIA, LLC | | | |
| E 100-514200-321 | | ELECTIONS LEGAL NOTI | \$69.81 | 265190321 | ELECTION NOTICES |
| E 100-514100-325 | | LEGAL PUBLICATIONS | \$116.52 | 265190321 | CLERK-LEGAL PUBLICATIONS |
| | | Total | \$186.33 | | |
| 37530 | 04/16/21 | CORE & MAIN LP | | | |
| E 601-573835-360 | | COLLECTION SYSTEM M | (\$270.33) | L869805 | CWRC-COLLECTION SYSTEM MAINT |
| E 601-573835-360 | | COLLECTION SYSTEM M | \$1,033.46 | N987771 | CWRC-COLLECTION SYSTEM MAINT |
| | | Total | \$763.13 | | |

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| 37531 | 04/16/21 | CORNERSTONE | | | |
| E 100-522100-240 | | REPAIR AND MAINTENA | \$664.87 | 19296 | PD-REPAIR & MAINTENANCE |
| | | Total | \$664.87 | | |
| 37532 | 04/16/21 | CUMMINS SALES & SERVICE | | | |
| E 100-522100-240 | | REPAIR AND MAINTENA | \$1,976.75 | F6-702 | PD-REPAIR & MAINTENANCE |
| | | Total | \$1,976.75 | | |
| 37533 | 04/16/21 | EGELHOFF LAWMOWER SERVICE | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$4.70 | 282524 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$59.80 | 283067 | DPW-MAINTENANCE PARTS |
| | | Total | \$64.50 | | |
| 37534 | 04/16/21 | FACILITY IT GROUP INC | | | |
| E 100-522100-240 | | REPAIR AND MAINTENA | \$5,962.35 | 300321 | PD-REPAIR & MAINTENANCE |
| | | Total | \$5,962.35 | | |
| 37535 | 04/16/21 | FASTENAL COMPANY | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$147.09 | WISAU12312 | DPW-MAINTENANCE PARTS |
| | | Total | \$147.09 | | |
| 37536 | 04/16/21 | FBI-LEEDA | | | |
| E 100-522120-330 | | TRAVEL & TRAINING | \$695.00 | 200054076 | PD-TRAVEL & TRAINING-KELL |
| E 100-522130-330 | | TRAVEL & TRAINING | \$695.00 | 200054077 | PD-TRAVEL & TRAINING-FITTING |
| E 100-522120-330 | | TRAVEL & TRAINING | \$695.00 | 200054093 | PD-TRAVEL & TRAINING-WEISENBERGER |
| | | Total | \$2,085.00 | | |
| 37537 | 04/16/21 | FINDAWAY | | | |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$854.03 | 344401 | LIBR-PUBLICATIONS |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$99.98 | 344436 | LIBR-PUBLICATIONS |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$44.99 | 346797 | LIBR-PUBLICATIONS |
| | | Total | \$999.00 | | |
| 37538 | 04/16/21 | FIVE CORNERS DODGE | | | |
| E 100-522120-240 | | REPAIR AND MAINTENA | \$81.14 | 75918 | PD-REPAIR & MAINENANCE |
| | | Total | \$81.14 | | |
| 37539 | 04/16/21 | GIERACHS SERVICE | | | |
| E 100-522130-210 | | PROFESSIONAL SERVIC | \$95.00 | 70920 | PD-PROFESSIONAL SERVICES |
| E 100-522130-210 | | PROFESSIONAL SERVIC | \$92.00 | 70921 | PD-PROFESSIONAL SERVICES |
| | | Total | \$187.00 | | |
| 37540 | 04/16/21 | GRAFTON ACE HARDWARE | | | |
| E 200-544210-240 | | REPAIR AND MAINTENA | \$7.19 | 166133 | CEMETERY-REPAIR & MAINTENANCE |
| | | Total | \$7.19 | | |
| 37541 | 04/16/21 | GUTHRIE & FREY | | | |
| E 100-518100-240 | | REPAIR AND MAINTENA | \$75.00 | 0166042 | CH-SYSTEM RENTAL 5/1/21-7/31/21 |
| | | Total | \$75.00 | | |
| 37542 | 04/16/21 | HOUSEMAN & FEIND, LLP | | | |

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| E 100-522110-212 | | ATTORNEY/CONSULTAN | \$384.00 | 73458 | PD-LEGAL |
| E 100-516100-211 | | EXTRAORDINARY SERVI | \$2,692.50 | 73477 | CH-LEGAL |
| E 353-566710-212 | | ATTORNEY/CONSULTAN | \$2,720.00 | 73477 | HWY 60 |
| E 400-533750-841 | | PROCHNOW | \$440.00 | 73477 | PROCHNOW |
| E 601-573850-211 | | EXTRAORDINARY SERVI | \$80.00 | 73477 | CWRC LEGAL |
| E 700-519400-525 | | INSURANCE CLAIMS - 2 | \$130.00 | 73477 | INSURANCE CLAIMS 2021 |
| G 100-156200 | | DUE FROM LIGHT & WA | \$140.00 | 73477 | L&W LEGAL |
| | | Total | \$6,586.50 | | |
| 37543 | 04/16/21 | J.R. BOEHLKE, INC. | | | |
| E 100-555510-290 | | MAINT/CONTRACTED S | \$618.00 | 11871 | PARKS-MAINT/CONTRACTED SERVICES |
| E 100-555510-290 | | MAINT/CONTRACTED S | \$99.00 | 11873 | PARKS-MAINT/CONTRACTED SERVICES |
| | | Total | \$717.00 | | |
| 37544 | 04/16/21 | MATHESON TRI-GAS | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$37.14 | 51782877 | DPW-MAINTENANCE PARTS |
| | | Total | \$37.14 | | |
| 37545 | 04/16/21 | MONARCH LIBRARY SYSTEM | | | |
| E 260-555110-381 | | SHARED SYSTEM SERVI | \$18.38 | 415466 | LIBR-SHARED SYSTEMS |
| | | Total | \$18.38 | | |
| 37546 | 04/16/21 | MTAW | | | |
| E 100-515600-320 | | PROF PUBLICATIONS A | \$60.00 | 2135 | TREAS-MEMBERSHIP DUES-HUEBL |
| E 100-515600-320 | | PROF PUBLICATIONS A | \$60.00 | 2142 | TREAS-MEMBERSHIP DUES-MERTES |
| E 100-515600-320 | | PROF PUBLICATIONS A | \$60.00 | 2337 | TREAS-MEMBERSHIP DUES-LIVINGSTON |
| | | Total | \$180.00 | | |
| 37547 | 04/16/21 | NAPA AUTO PARTS | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$31.33 | 5269-123236 | DPW-MAINTENANCE PARTS |
| E 100-533210-353 | | MAINTENANCE PARTS | \$13.24 | 5269-123299 | DPW-MAINTENANCE PARTS |
| | | Total | \$44.57 | | |
| 37548 | 04/16/21 | NASSCO, INC. | | | |
| E 260-555110-290 | | MAINT/CONTRACTED S | \$53.11 | S2659020.00 | LIBR-MAINTENANCE |
| | | Total | \$53.11 | | |
| 37549 | 04/16/21 | NORTH CENTRAL LABORATORIES | | | |
| E 601-573825-370 | | LAB SUPPLIES | \$1,466.18 | 453008 | CWRC-LAB SUPPLIES |
| | | Total | \$1,466.18 | | |
| 37550 | 04/16/21 | OLSENS PIGGLY WIGGLY | | | |
| E 260-555110-322 | | DONATION EXPENDITU | \$7.26 | 39919 | LIBR-DONATIONS |
| | | Total | \$7.26 | | |
| 37551 | 04/16/21 | OZAUKEE DISPOSAL CORPORATION | | | |
| E 601-573830-297 | | REFUSE COLLECTION | \$1,525.00 | IN63770 | CWRC-DUMPSTER-MARCH 2021 |
| | | Total | \$1,525.00 | | |
| 37552 | 04/16/21 | PENFLEX, INC. | | | |
| E 100-522230-152 | | RETIREMENT | \$1,325.00 | 2021-85 | FD-LOSA |

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| Total | | | \$1,325.00 | | |
| 37553 | 04/16/21 | PIONEER MANUFACTURING CO./ | | | |
| E 100-555510-243 | | FIELD MAINTENANCE S | \$485.00 | INV783694 | PARKS-FIELD MAINTENANCE SUPPLIES |
| Total | | | \$485.00 | | |
| 37554 | 04/16/21 | POMP'S TIRE SERVICE, INC. | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$11.53 | 430108086 | DPW-MAINTENANCE PARTS |
| Total | | | \$11.53 | | |
| 37555 | 04/16/21 | PORT WASHINGTON HIGH SCHOOL | | | |
| E 220-555390-394 | | POMS EXPENSES | \$500.00 | CK REQ | POMS COMPETITION |
| Total | | | \$500.00 | | |
| 37556 | 04/16/21 | PORT WASHINGTON SENIOR CENTER | | | |
| E 100-555140-210 | | PROFESSIONAL SERVIC | \$93.72 | 100 | SRCTR-PROF SERV & EVENTS |
| Total | | | \$93.72 | | |
| 37557 | 04/16/21 | QUALITY STATE OIL CO.,INC. | | | |
| E 100-533210-351 | | GAS AND OIL EXPENSE | \$500.00 | 2899306 | DPW-GAS & OIL |
| Total | | | \$500.00 | | |
| 37558 | 04/16/21 | RACINE COUNTY CLERK OF COURT | | | |
| R 100-451101 | | COURT PENALTIES & C | \$285.00 | CK REQ | PD-BOND CAROL MANUEL AGUIRRE RACINE CASE #20-2777, CPD #21-6913 |
| Total | | | \$285.00 | | |
| 37559 | 04/16/21 | SHARP ELECTRONICS CORPORATION | | | |
| E 100-514700-385 | | EQUIPMENT OUTLAY | \$627.54 | SH437508 | TECH-EQUIPMENT OUTLAY |
| Total | | | \$627.54 | | |
| 37560 | 04/16/21 | SOUTHSIDE TIRE CO., INC. | | | |
| E 100-533210-353 | | MAINTENANCE PARTS | \$209.42 | 855879 | DPW-MAINTENANCE PARTS |
| Total | | | \$209.42 | | |
| 37561 | 04/16/21 | SPRINGSHARE LLC | | | |
| E 260-555110-382 | | LIBRARY TECHNOLOGY | \$1,065.00 | 21-R1582 | LIBR-TECH |
| Total | | | \$1,065.00 | | |
| 37562 | 04/16/21 | STARNET TECHNOLOGIES | | | |
| E 601-573825-225 | | TELEPHONE/COMMUNI | \$600.00 | 0091747-IN | CWRC-Q2 2021 NCC DATA MONITORING |
| Total | | | \$600.00 | | |
| 37563 | 04/16/21 | STREICHER'S POLICE EQUIPMENT | | | |
| E 100-522120-346 | | UNIFORMS | \$202.98 | I1492759 | PD-UNIFORMS |
| Total | | | \$202.98 | | |
| 37564 | 04/16/21 | THE BUSINESS JOURNAL | | | |
| E 260-555110-319 | | PUBLICATIONS AND SU | \$160.00 | 0506955553 | LIBR-PUBLICATIONS |
| Total | | | \$160.00 | | |
| 37565 | 04/16/21 | THE UNIFORM SHOPPE | | | |
| E 100-522120-346 | | UNIFORMS | \$204.85 | 308624 | PD-UNIFORMS |

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| E 100-522110-346 | | UNIFORMS | \$47.95 | 308626 | PD-UNIFORMS |
| E 100-522120-346 | | UNIFORMS | \$1,275.00 | 309183 | PD-UNIFORMS |
| E 100-522120-346 | | UNIFORMS | \$450.00 | 309184 | PD-UNIFORMS |
| E 100-522120-346 | | UNIFORMS | \$450.00 | 309186 | PD-UNIFORMS |
| Total | | | \$2,427.80 | | |
| 37566 | 04/16/21 | TIME WARNER CABLE | | | |
| E 100-518100-225 | | TELEPHONE/COMMUNI | \$66.93 | 040520 | CH-TELEPHONE |
| E 100-513100-225 | | TELEPHONE/COMMUNI | \$7.43 | 040520 | MAYOR-TELEPHONE |
| E 100-513200-225 | | TELEPHONE/COMMUNI | \$7.43 | 040520 | ADMIN-TELEPHONE |
| E 100-514100-225 | | TELEPHONE/COMMUNI | \$37.15 | 040520 | CLERK-TELEPHONE |
| E 100-515600-225 | | TELEPHONE/COMMUNI | \$22.29 | 040520 | TREAS-TELEPHONE |
| E 100-522310-225 | | TELEPHONE/COMMUNI | \$14.86 | 040520 | ASSESSOR-TELEPHONE |
| E 100-522310-225 | | TELEPHONE/COMMUNI | \$14.86 | 040520 | BI-TELEPHONE |
| E 100-533110-225 | | TELEPHONE/COMMUNI | \$22.29 | 040520 | ENG-TELEPHONE |
| E 100-566310-225 | | TELEPHONE/COMMUNI | \$14.86 | 040520 | PLAN-TELEPHONE |
| E 100-533210-225 | | TELEPHONE/COMMUNI | \$29.72 | 040520 | DPW-TELEPHONE |
| E 220-555390-225 | | TELEPHONE/COMMUNI | \$29.72 | 040520 | REC-TELEPHONE |
| E 100-555140-225 | | TELEPHONE/COMMUNI | \$14.86 | 040520 | SRCTR-TELEPHONE |
| E 601-573825-225 | | TELEPHONE/COMMUNI | \$59.44 | 040520 | CWRC-TELEPHONE |
| E 100-522410-225 | | TELEPHONE/COMMUNI | \$22.29 | 040520 | EG-TELEPHONE |
| E 100-522230-225 | | TELEPHONE/COMMUNI | \$14.86 | 040520 | FD-TELEPHONE |
| E 240-555320-225 | | TELEPHONE/COMMUNI | \$37.15 | 040520 | POOL-TELEPHONE |
| E 601-573825-225 | | TELEPHONE/COMMUNI | \$134.98 | 040621 | CWRC-INTERNET |
| E 100-555510-220 | | Internet | \$96.98 | 040721 | GYM-INTERNET |
| E 100-522110-225 | | TELEPHONE/COMMUNI | \$26.26 | 2801-6001 | PD-DIGITAL ADAPTERS |
| E 100-533210-350 | | OPERATING SUPPLIES | \$8.75 | 3301-0001 | DPW-DIGITAL ADAPTERS |
| Total | | | \$683.11 | | |
| 37567 | 04/16/21 | TRANS UNION LLC | | | |
| E 100-522110-225 | | TELEPHONE/COMMUNI | \$55.00 | 03105825 | PD-APRIL 2021 |
| Total | | | \$55.00 | | |
| 37568 | 04/16/21 | TRANSUNION RISK & ALTERNATIVE | | | |
| E 100-522110-225 | | TELEPHONE/COMMUNI | \$75.00 | 428298 | PD-MARCH 2021 |
| Total | | | \$75.00 | | |
| 37569 | 04/16/21 | UNIFIRST CORPORATION | | | |
| E 601-573825-372 | | SAFETY EQUIPMENT | \$78.35 | 096 1178699 | CWRC-SAFETY |
| E 100-533210-350 | | OPERATING SUPPLIES | \$49.51 | 096 1178701 | DPW-OPERATING |
| E 601-573830-342 | | JANITORIAL SUPPLIES | \$73.50 | 096 1178706 | CWRC-JANITORIAL |
| Total | | | \$201.36 | | |
| 37570 | 04/16/21 | VANTAGE FINANCIAL | | | |
| E 400-555510-610 | | DEBT SERVICE - PRINCI | \$3,136.97 | 40690 | GRAPPLE TRUCK-PRINCIPAL |
| E 400-555510-620 | | DEBT SERVICE - INTER | \$471.03 | 40690 | GRAPPLE TRUCK-INTEREST |
| Total | | | \$3,608.00 | | |
| 37571 | 04/16/21 | WAUKESHA COUNTY TECH COLLEGE | | | |
| E 100-522120-330 | | TRAVEL & TRAINING | \$725.68 | S0739241 | PD-TRAVEL & TRAINING |

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| Total | | | \$725.68 | | |
| 37572 | 04/16/21 | WE ENERGIES | | | |
| E 100-555510-224 | | NATURAL GAS | \$102.66 | 0707973696- | BOY SCOUT HOUSE |
| E 100-522100-224 | | NATURAL GAS | \$30.97 | 0711276804- | PD |
| E 100-522100-224 | | NATURAL GAS | \$946.48 | 0711276804- | PD |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$15.04 | 0711836389- | SEWER - EVERGREEN #7 |
| E 601-573825-224 | | NATURAL GAS | \$357.65 | 0712590709- | SEWER - PARK LANE CONTROL BLDG |
| E 601-573825-224 | | NATURAL GAS | \$94.21 | 0713182701- | SEWER - PARK LANE UV |
| E 100-518100-224 | | NATURAL GAS | \$627.36 | 0713912926- | CH |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$11.41 | 0713912926- | SEWER - KENZIE #11 |
| E 100-522230-224 | | NATURAL GAS | \$626.67 | 0713912926- | FD |
| E 100-522410-224 | | NATURAL GAS | \$60.63 | 0713912926- | EM |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$31.75 | 0713912926- | SEWER - GARFIELD #9 |
| E 100-518100-224 | | NATURAL GAS | \$580.13 | 0713912926- | GYM |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$11.41 | 0713912926- | SEWER - KEUP #10 |
| E 100-522230-224 | | NATURAL GAS | \$499.84 | 0713912926- | FD |
| E 100-533210-224 | | NATURAL GAS | \$617.42 | 0713912926- | DPW FACILITY |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$12.05 | 0713912926- | SEWER - DORCHESTER #4 |
| E 100-518100-224 | | NATURAL GAS | \$541.97 | 0713912926- | LINCOLN BLDG |
| E 601-573840-340 | | MAINTENANCE SUPPLIE | \$18.96 | 0713912926- | SEWER - HIGHLAND #8 |
| E 260-555110-224 | | NATURAL GAS | \$690.03 | 0714144119- | LIBRARY |
| E 100-555510-224 | | NATURAL GAS | \$126.35 | 0719886467- | GIRL SCOUT HOUSE |
| E 240-555320-224 | | NATURAL GAS | \$0.00 | 0719900042- | POOL |
| Total | | | \$6,002.99 | | |
| 37573 | 04/16/21 | WISCONSIN DEPT OF JUSTICE | | | |
| E 100-522110-225 | | TELEPHONE/COMMUNI | \$322.00 | L4603T | PD-MARCH 2021 |
| Total | | | \$322.00 | | |
| 37574 | 04/16/21 | ZARNOTH BRUSH WORKS INC | | | |
| E 100-533440-295 | | STREET SWEEPING | \$1,096.25 | 0184126-IN | DPW-SWEEPER |
| Total | | | \$1,096.25 | | |
| 37575 | 04/16/21 | ZUERN BUILDING PRODUCTS | | | |
| E 400-555320-865 | | SWIMMING POOL | \$2,647.57 | 324075 | POOL-CAPITAL IMPROVEMENT |
| Total | | | \$2,647.57 | | |
| 111300 PWSB Checking | | | \$248,889.24 | | |

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Fund Summary**111300 PWSB Checking**

| | |
|-------------------------------|--------------|
| 100 GENERAL FUND | \$128,049.06 |
| 200 CEMETERY FUND | \$7.19 |
| 220 RECREATION PROGRAMS FUND | \$2,530.34 |
| 221 FUEL SYSTEM - WASH BAY | \$1,746.58 |
| 240 SWIMMING POOL FUND | \$62.15 |
| 260 LIBRARY FUND | \$14,911.93 |
| 350 TIF DISTRICT FUND #4 | \$31,814.78 |
| 353 TIF DISTRICT #6 | \$10,475.00 |
| 400 CAPITAL IMPROVEMENTS FUND | \$7,639.07 |
| 601 WATER RECYCLING CENTER | \$51,523.14 |
| 700 RISK MANAGEMENT FUND | \$130.00 |
| | <hr/> |
| | \$248,889.24 |



City of Cedarburg

City Administrator's Report

April 22, 2021

Department News

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

Engineering & Public Works — The Sidewalk program began last week and resulted in some damage to nearby trees and sidewalks by the contractor. Assistant Engineer Urbanek is overseeing the project and restoration. The Street & Utility project will start on May 3.

The Public Works and Forestry crews are working on planting 150 bareroot trees. The Public Works crew is working on street sweeping, park projects, pothole patching, winter restoration, and preparing the Community Pool for the season.

Cedarburg Green concluded their tree sale fundraiser with pick up on Saturday, April 17.

Parks, Recreation & Forestry— The 10% discount on pool passes ended last week. Pool passes will now be sold at the Community Pool on Mondays and Wednesdays from 4 p.m.—6 p.m. Swim lesson registration will be held on Monday, April 26, from 6 p.m.—8 p.m. in the Community Gym.

Treasurer— A new server was installed on Monday, April 19. The draft audit has been received and Finance Director/Treasurer Mertes is working on the Management Discussion and Analysis to be presented at the May Common Council meeting. The Finance Committee met on Tuesday, April 20 to review the year-end figures with the Auditor. BS&A did a file extraction on Tuesday, April 20, to enable a trial run with the new accounting software. This is Treasurer's Appreciation Week and a payroll week.

Senior Center— The Center is restarting many of their Senior programs.

Police—The Department is in the process of hiring a patrol officer with 26 applicants. The Police and Fire Commission will interview all applicants whose written test is returned with a 70% or greater score, in approximately two weeks.

Library— National Library Week was celebrated last week. The Library is issuing replacement cards in April at no charge. A new app will be available in May for patrons to have their library card barcode on their smart phones for easier checkout of materials. The Library is still requiring patrons to wear masks; however, the CDC has issued new guidelines on contact surfaces and materials are no longer being quarantined for 48 hours before check-in.

The Friends of the Library and Port Washington State Bank are holding a Community Shredding day at Cedarburg High School on Saturday, May 24, with a suggested donation of \$1.00/lb. The Library is holding a used book sale this week. All material is \$1.00 each during the week and will be \$5/bag on Saturday, April 24. A Rotary Community Bike Ride (starting and ending at Cedar Creek Park) is planned for May 22 and the public is invited.

Water Recycling Center— In preparation for the permit renewal on the plant, the staff has completed approximately 100 lab samples that have all looked good.

Light & Water— Monday was the first allowable disconnect day since 2019 for approximately 30 customers with outstanding utility charges who have not made arrangements for payment.

Clerk — City Clerk Sette is in the process of closing the April election. Businesses and individuals are renewing their liquor licenses and operator licenses for the 2021-2022 license year.

Respectfully submitted,

Mikko Hilvo
City Administrator