

**CITY OF CEDARBURG  
MEETING OF COMMON COUNCIL  
MONDAY JUNE 13, 2022 – 7:00 P.M.**

A meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Monday, June 13, 2022 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., in the second floor Council Chambers. Information on how to access the meeting is attached to the meeting packet or can be accessed by clicking the following link: [Common Council Meeting | City of Cedarburg](#)

**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, Rick Verhaalen, Robert Simpson, Kristen Burkart, Patricia Thome, and Angus Forbes
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. PRESENTATION – 2021 Annual Library Report
8. NEW BUSINESS
  - A. Oath of Office – Patrol Officer Wyatt Ecclestone
  - B. Discussion and possible action on Resolution No. 2022-17 honoring Kathy Huebl\*
  - C. Discussion and possible action on Class “B” fermented malt beverage and “Class B” Intoxicating Liquor (on or off-premise consumption) License renewal for The Cheese Wedge, LLC, P.O. Box 698, Slinger, WI 53086, Jessica Youso, Agent, premises to be licensed: N56W6339 Center Street, known as ***The Wedge 53012 “Uncorked.”***
  - D. Discussion and possible action on final plat approval of the Fairway Village Phase 2 Addition No. 1 subdivision\*

- E. Discussion and possible action on change in usage of Light & Water site on Layton Street from outside storage to a parking lot\*
- F. Discussion and possible action on Declaration of Condominium for Mill Town Homes located at the Northeast corner of Mill Street and Hanover Avenue\*
- G. Discussion and possible action for approval of rock crushing permit for BMCI Construction Inc. at N49 W6337 Western Road\*
- H. Discussion and possible action on request from Cedarburg Festivals Inc. to waive Police and DPW fees for Strawberry Festival\*
- I. Discussion and possible action on Outdoor Alcohol Beverage License Application for Stagecoach Inn, W61 N520 Washington Avenue\*
- J. Discussion and possible action on 2023 Health Insurance Plan for City Employees\*
- K. Discussion and possible action on Resolution No. 2022-18 approving the 2023 Health Insurance Plan for City Employees\*

9. CONSENT AGENDA

- A. Discussion and possible action on License/Permit applications\*\*\*

- 1. Approval of May 23, 2022 Special Council Meeting Minutes
- 2. Consider approval of new and renewal 2022-2023 operator licenses

Morgan L. Geronime  
Benjamin R. Hadler  
Anne M. Helmbrecht

Gregory F. Kickbush  
Todd M. Pfundtner  
Lori Steinbach

Amy L. Swanson  
Michele G. Temple  
Joni M. Yench

Sherry D.M. Bentz  
Evan N. Bray  
Mark S. Brock  
Tyler C. Crass  
Michael J. Driscoll  
John C. Feiertag  
Samantha R. Gerber  
Julie B. Gottfried  
LeRoy C. Haeuser  
Lori A. Haeuser

Mark J. Hilgendorf  
Corinne R. Kaminsky  
Robert J. Kaminsky  
Wendy A. Kickbush  
Chad M. King  
Tessa L.B. Lang  
Neal C. Maciejewski  
Kari S. Midtbo-Schwartz  
Antonija Mitt  
Judith A. Murphy

Susan F. Opitz  
Heather L. Rappa  
Richard Roden  
Robert Roden  
Mark J. Schubert  
Jeannette M. Schupp  
Tyler E. Slowiak  
Neil P. Soukup  
Jason R. Van Auken  
Stacey L. Wedereit  
Larry D. Weidmann

- 3. Discussion and possible action on payment of bills dated 5/20/2022 through 6/03/2022, transfers for the period 5/21/2022 through 6/04/2022 and payroll for period 5/15/2022 through 5/28/2022\*

10. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

- A. City Administrator's Report

B. Building Inspection Report

11. COMMUNICATIONS

A. Comments and suggestions from citizens\*\*

B. Comments and announcements by Council Members

C. Mayor's Report

12. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee or commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

\* *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.

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

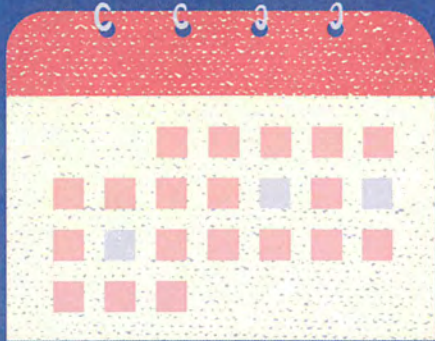
1. The City Administrator, Mikko Hilvo, will email a meeting invite to each staff and board member 24 hours prior to the meeting.
2. If another staff member, council member, or presenter needs access to the meeting and the ability to discuss an item they should request to get a meeting invite by emailing [mhilvo@ci.cedarburg.wi.us](mailto: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.

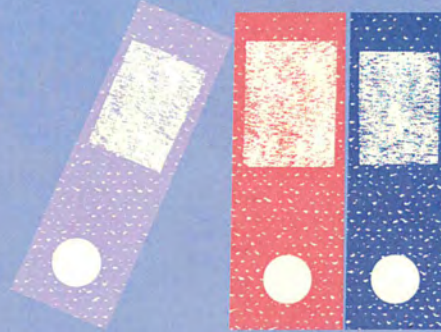
Contact Info: Mikko Hilvo, City Administrator, [mhilvo@ci.cedarburg.wi.us](mailto:mhilvo@ci.cedarburg.wi.us), (262) 375-7917.

# 2021 Annual Report

## Cedarburg Public Library



**89,129**  
Visits  
in the  
Library



**Registered  
Users**  
8,566  
**Resident**  
3,744  
**Nonresident**  
**TOTAL: 12,310**

**167,978 Total  
Materials  
Circulated** –  
73,837 were  
Children's



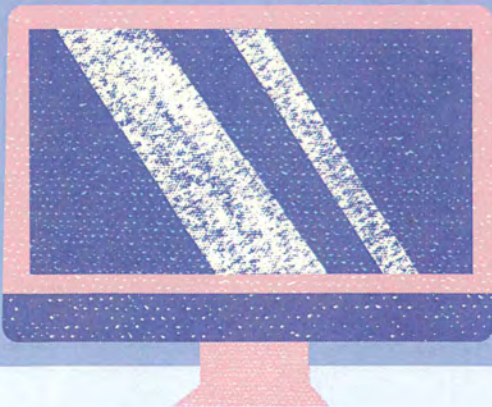
**16,624**  
E-Books  
Checked  
Out



**14,396**  
E-Audiobooks  
Listened to



**4,465**  
Public  
Computer  
Users



**18,776**  
**WiFi  
Users**



Wonder with Us at the Cedarburg Public Library!  
**[WWW.CEDARBURGLIBRARY.ORG](http://WWW.CEDARBURGLIBRARY.ORG)**

RESOLUTION NO. 2022-17  
A Resolution Honoring Kathy Huebl

WHEREAS, Kathy Huebl has completed thirty years of employment with the City of Cedarburg, six years as Accountant I and twenty-four years as Accountant II/Accounts Receivable; and

WHEREAS, Kathy Huebl has served under seven Mayors, fifty-two Common Council Members, five City Administrator's and six Treasurer's during her tenure; and

WHEREAS, during her thirty years, Kathy Huebl has conscientiously and capably served the City of Cedarburg and its citizens and has demonstrated the highest principles of community service while exhibiting high moral and ethical standards; and

WHEREAS, Kathy Huebl was instrumental in managing and reconciling accounts receivable, deferred special assessments, trust and agency accounts, delinquent personal property taxes, and other assigned accounts and oversaw their collection, assisting the City Treasurer with tax collection prior to payment deadline, including balancing payments with the County Treasurer's reports, made daily bank deposits and delivered to the bank, typed and maintained invoices for all city services, placed orders and maintained inventory of office supplies for all city departments, assisted in the preparation of the budget and contributed to the receipt of the prestigious Government Finance Officers Association Awards for many years, entered journal entries and composed the necessary journal entries pertaining to assigned accounts, prepared required monthly and quarterly reports, assisted with updating fixed asset records, prepared audit work papers at year end for assigned accounts and others requested by auditor, processed dog and cat licenses along with balancing and settlement with the County Clerk annually, filed DNR Recycling Annual Report and Grant application, handled general liability, personal liability, property damage, and auto claims, processed accounts payable when needed, assisted the City Clerk with the selection of copier leases, acted as backup for City Assessor's Office and assisted City Treasurer with the computer network, and assisted City Hall personnel with hardware and software questions and problems; and

WHEREAS, during her service in the Treasurer's Office, Kathy Huebl represented her Department on the City-wide Safety Committee; and

WHEREAS, Kathy was always willing to help a coworker celebrate a special occasion or help others when asked; and

WHEREAS, Kathy Huebl has also been instrumental in furthering the professionalism of the Treasurer's Office through active membership in the Municipal Treasurer's Association, and graduating from the Wisconsin Municipal Clerks and Treasurers Institute; and

WHEREAS, the citizens of the City of Cedarburg as well as Kathy's co-workers and peers have greatly benefited from her professional skills, creativity, and courteous and positive attitude during her years of service to the community.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Cedarburg hereby joins the citizens of the City and her colleagues in expressing their sincere appreciation to Kathy Huebl for her many accomplishments and extend their best wishes for a well-deserved and enjoyable retirement.

Passed and adopted this 13<sup>th</sup> day of June 2022.

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Michael O'Keefe, Mayor

Attest:

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Tracie Sette, City Clerk

## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.D.

**TITLE:** Discussion and possible action on approval of the final plat for the Fairway Village Phase 2, Addition No.1 subdivision

### **ISSUE SUMMARY:**

The applicant is requesting final plat approval of the Fairway Village Addition No.1 (second/final phase) which consists of seven (7) townhome buildings (14 units) and thirty (30) single-family lots that range in size from 8,128 to 17,369 square feet. Council Members are reminded that the first phase of this subdivision was approved at this time last year, and construction of homes within that phase is well underway. In addition, the applicant received approval of the development agreement for this phase at your last meeting and the street tree planting plans was approved for the entire subdivision as part of the first phase.

### **Staff Comments:**

Staff notes that this phase is consistent with the Smart Growth Comprehensive Plan 2025 and the approved Preliminary Plat. Accordingly, Staff recommends approval subject to:

1. Show drainage and utility easements on the plat. Addition of a 12'-wide drainage easement.
2. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.
3. As with the first phase, the developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.
4. This subdivision includes 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) and shall be reviewed and approved by the City Engineer.
5. Individual homeowners are responsible for verifying suitable subsoil conditions in conjunction with the home construction.

### **BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

At their June 6, 2022, meeting, the Plan Commission recommended approval of this plat subject to the stipulations listed above.

### **BUDGETARY IMPACT:**

2022 Impact Fees: 44 Residential Units @ \$9,562.85/Unit = \$420,765.40

### **ATTACHMENTS:**

- Unapproved minutes from the June 6, 2022 Plan Commission meeting.
- Copy of the Fairway Village Addition No.1 Final Plat

### **INITIATED/REQUESTED BY:**

Kevin Anderson, Neumann Development, Inc

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



May 06, 2022

City of Cedarburg  
W63N645 Washington Avenue  
Cedarburg, WI 53012

Dear Plan Commission,

We are excited to be submitting the Final Plat for Phase 2 of the Fairway Village subdivision located in the City of Cedarburg. This is the second and final phase of the project and will complete the Fairway Village subdivision site development.

Neumann Developments is please to inform the commission that sales within the subdivision are very strong and there is a desire for people to live in the Cedarburg community. Through strategic partnerships with our partner builders, we have confidence that this subdivision will continue to supply a wonderful housing option in your great City of Cedarburg.

The Final Plat of Phase 2 of Fairway Village is substantially 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 45 total lots on public streets. This plat completes the subdivision to provide a total lots of 113 which is consistent with the previously approved Preliminary Plat of Fairway Village.

We appreciate your consideration of this Final Plat of Phase 2 of Fairway Village in the City of Cedarburg.

Sincerely,

Kevin Anderson  
Neumann Developments Inc.

# FAIRWAY VILLAGE ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 4 OF "FAIRWAY VILLAGE", BEING A PART OF THE SOUTHWEST 1/4 AND 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.

**DESIGN CRITERIA (THE VILLAGES):**  
LOTS 79-109  
MIN. FRONT SETBACK: 25 FT.  
MIN. REAR SETBACK: 25 FT.  
MIN. SIDE SETBACK: 5 FT.  
MIN. FRONT SIDE CORNER SETBACK: 15' FT.

**DESIGN CRITERIA (TOWNHOMES):**  
LOTS 69-78, 110-113  
MIN. FRONT SETBACK: 25 FT.  
MIN. REAR SETBACK: 25 FT.  
MIN. SIDE SETBACK: 5 FT.  
MIN. FRONT SIDE CORNER SETBACK: 15' FT.

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



W. 1/4 CORNER, SEC. 22-10-21  
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE  
FOUND P.K. NAIL IN PAVEMENT  
N=485,722.44 E=2,530,989.72

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\_\_\_\_

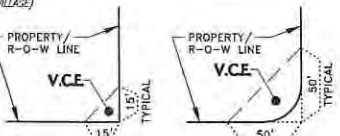
Department of Administration



### 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



**EASEMENT LEGEND:**  
(A) - 20' WIDE PRIVATE STORM SEWER AND DRAINAGE EASEMENT  
(B) - 40' WIDE PRIVATE LANDSCAPING EASEMENT  
(C) - 12' WIDE UTILITY EASEMENT (SEE UTILITY EASEMENT PROVISIONS ON SHEET 3)

### GENERAL NOTES:

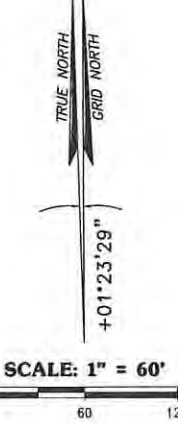
1. Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4,303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1,502 lbs. per lineal foot.
2. Indicates Found 0.75" outside diameter Reinforcing Bar unless otherwise noted.
3. All linear measurements have been made to the nearest one-hundredth of a foot.
4. All angular measurements have been made to the nearest half-second.
5. All bearings are referenced to the Grid North at 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°07'45" West.
6. Outlot 7 contains Wetland Preservation Areas.
7. The Owners of all Lots within this Subdivision and the Owners of all Lots within the "Fairway Village" Subdivision shall each own an equal undivided fractional interest in Outlot 7 of this Subdivision and Outlots 1, 5 & 6 of the "Fairway Village" 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.
8. Stormwater Management Facilities are located on Outlots 1, 5 & 6 of the "Fairway Village" Subdivision. The Owners of the residential Lots within this Subdivision and the Owners of all Lots within the "Fairway Village" Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within the "Fairway Village" Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision and the Owners of all Lots within the "Fairway Village" Subdivision.
9. The 40' Private Landscape Easement, to be maintained by the Homeowners Association.
10. There shall be no direct vehicular ingress or egress to Washington Avenue from any Lot or Outlot within this Subdivision. 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.
11. Wetland boundaries shown herein are based on a Wetland Delineation Report prepared by Ruckert & Melke, 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.



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



FAIRWAY VILLAGE ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 4 OF "FAIRWAY VILLAGE", BEING A PART OF THE SOUTHWEST 1/4 AND 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	74	15.00	90°01'01"	23.57	21.22	S13°03'50"W	S58°04'20"W	S31°56'41"E
2	113	15.00	89°58'59"	23.56	21.21	S76°56'10"E	S31°56'41"E	N58°04'20"E
3	C/L	500.00	22°13'36"	193.96	192.75	N46°57'32"E	N58°04'20"E	N35°50'44"E
	C/L (S.W.)	500.00	14°54'53"	130.16	129.79	N80°36'53"E	N58°04'20"E	N43°09'27"E
	C/L (N.E.)	500.00	7°18'43"	63.81	63.76	N38°30'06"E	N43°09'27"E	N35°50'44"E
	NORTHWEST	470.00	22°13'36"	182.33	181.19	N46°57'32"E	N58°04'20"E	N35°50'44"E
	113	470.00	4°56'54"	40.59	40.58	N55°35'53"E	N58°04'20"E	N53°07'26"E
	112	470.00	4°58'08"	40.76	40.75	N50°36'22"E	N53°07'26"E	N48°09'18"E
	111	470.00	4°57'52"	40.72	40.71	N45°40'22"E	N48°09'18"E	N43°11'26"E
	110	470.00	6°09'17"	50.49	50.46	N40°06'48"E	N43°11'26"E	N37°02'09"E
	109	470.00	1°11'26"	9.76	9.76	N36°26'27"E	N37°02'09"E	N35°50'44"E
	S.E. (74)	530.00	11°40'12"	107.95	107.76	N52°14'14"E	N58°04'20"E	N46°24'09"E
	S.E. (79)	530.00	4°04'01"	37.62	37.61	N37°52'46"E	N39°54'45"E	N35°50'44"E
4	C/L	125.00	53°31'03"	116.76	112.56	S62°36'16"W	S89°21'47"W	S35°50'44"W
	NORTHWEST	155.00	53°31'03"	144.78	139.57	S62°36'16"W	S89°21'47"W	S35°50'44"W
	108	155.00	10°47'44"	29.20	29.16	S41°14'36"W	S46°38'28"W	S35°50'44"W
	107	155.00	19°11'17"	51.91	51.67	S56°14'06"W	S65°49'45"W	S46°38'28"W
	106	155.00	19°11'17"	51.91	51.67	S75°25'24"W	S85°01'02"W	S65°49'45"W
	105	155.00	4°20'45"	11.76	11.75	S87°11'25"W	S89°21'47"W	S85°01'02"W
	SOUTHEAST	95.00	53°31'03"	88.74	85.54	S62°36'16"W	S89°21'47"W	S35°50'44"W
	80	95.00	39°23'18"	65.31	64.03	S65°32'23"W	S75°14'02"W	S35°50'44"W
	81	95.00	14°07'45"	23.43	23.37	S82°17'55"W	S89°21'47"W	S75°14'02"W
	C/L	150.00	43°32'27"	113.99	111.27	N88°51'59"W	N47°05'46"W	S89°21'47"W
	NORTHEAST	180.00	43°32'27"	136.79	133.52	N88°51'59"W	N47°05'46"W	S89°21'47"W
	103	180.00	9°41'44"	30.46	30.42	N85°47'21"W	N80°56'29"W	S89°21'47"W
	102	180.00	16°02'26"	50.39	50.23	N72°55'15"W	N64°54'02"W	N80°56'29"W
	101	180.00	17°37'10"	55.35	55.13	N55°05'28"W	N47°16'53"W	N64°54'02"W
	100	180.00	0°11'07"	0.58	0.58	N47°11'19"W	N47°05'46"W	N47°16'53"W
	SOUTHWEST	120.00	43°32'27"	91.19	89.01	N68°51'59"W	N47°05'46"W	S89°21'47"W
	82	120.00	9°12'08"	19.27	19.25	N86°02'09"W	N81°26'04"W	S89°21'47"W
	83	120.00	34°20'19"	71.92	70.85	N64°15'55"W	N47°05'46"W	N81°26'04"W
	C/L	190.00	84°42'58"	280.93	256.03	S33°40'07"W	S76°01'36"W	S08°41'23"E
	C/L (S.W.)	190.00	51°35'37"	171.09	165.37	S17°06'26"W	S42°54'14"W	S08°41'23"E
	C/L (N.E.)	190.00	33°07'22"	109.84	108.32	S69°27'55"W	S76°01'36"W	S42°54'14"W
	SOUTHEAST	160.00	89°37'13"	250.27	225.52	S31°13'00"W	S76°01'36"W	S13°35'37"E
	EXTERIOR	160.00	4°54'14"	13.69	13.69	S11°08'30"E	S08°41'23"E	S13°35'37"E
	R.O.W. (S.E.)	160.00	84°42'59"	236.57	215.60	S33°40'07"W	S76°01'36"W	S08°41'23"E
	86	160.00	49°48'32"	139.09	134.75	S11°18'39"W	S36°12'55"W	S13°35'37"E
	87	160.00	36°48'41"	111.17	108.95	S56°07'16"W	S76°01'36"W	S36°12'55"W
	R.O.W. (WEST)	220.00	43°45'22"	168.01	163.96	S13°11'18"W	S35°03'59"W	S08°41'23"E
	85	220.00	14°04'01"	54.01	53.88	S01°39'23"E	S05°22'38"W	S08°41'23"E
	84	220.00	14°04'01"	54.01	53.88	S12°24'38"W	S19°26'39"W	S05°22'38"W
	83	220.00	15°37'21"	59.99	59.80	S27°15'19"W	S35°03'59"W	S19°26'39"W
	R.O.W. (N.W.)	220.00	25°17'07"	97.09	96.30	S63°23'03"W	S76°01'36"W	S50°44'29"W
	100	220.00	24°34'38"	94.37	93.65	S63°01'48"W	S75°19'08"W	S50°44'29"W
	99	220.00	0°42'29"	2.72	2.72	S75°40'22"W	S76°01'36"W	S75°19'08"W

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
7	C/L	600.00	9°31'36"	99.76	99.65	S80°47'24"W	S85°33'12"W	S76°01'36"W
	NORTH	630.00	7°28'26"	82.18	82.12	S79°45'49"W	S83°30'02"W	S76°01'36"W
	88	630.00	0°32'00"	5.87	5.87	S76°17'36"W	S76°33'37"W	S76°01'36"W
	OUTLOT 7	630.00	6°56'25"	76.31	76.27	S80°01'49"W	S83°30'02"W	S76°33'37"W
	SOUTH	570.00	9°31'36"	94.77	94.66	S80°47'24"W	S85°33'12"W	S76°01'36"W
	89	570.00	3°21'15"	33.37	33.36	S77°42'14"W	S79°22'52"W	S76°01'36"W
	EXTERIOR	570.00	3°01'01"	30.01	30.01	S80°53'22"W	S82°23'53"W	S79°22'52"W
	90	570.00	3°09'19"	31.39	31.39	S83°58'32"W	S85°33'12"W	S82°23'53"W
8	TOTAL	60.00	39°40'32"	41.55	40.72	N63°39'46"E	N83°30'02"E	N43°49'30"E
	OUTLOT 7	60.00	2°19'34"	2.44	2.44	N82°20'15"E	N83°30'02"E	N81°10'28"E
	97	60.00	37°20'58"	39.11	38.42	N62°28'58"E	N81°10'28"E	N43°49'30"E
9	TOTAL	60.00	156°34'56"	163.97	117.50	N57°53'02"W	N20°24'28"E	S43°49'30"W
	97	60.00	26°41'34"	27.95	27.70	S67°10'17"W	S70°31'04"W	S43°49'30"W
	96	60.00	39°26'59"	41.31	40.50	N89°45'27"W	N70°01'57"W	S70°31'04"W
	95	60.00	39°31'15"	41.39	40.57	N50°16'20"W	N30°30'42"W	N70°01'57"W
	94	60.00	50°56'08"	53.32	51.58	N05°03'08"W	N20°24'26"E	N30°30'42"W
10	TOTAL	60.00	43°14'19"	45.28	44.21	S01°12'44"E	S20°24'26"W	S22°49'53"E
	94	60.00	7°02'17"	7.37	7.37	S16°53'17"W	S20°24'26"W	S13°22'09"W
	93	60.00	36°12'02"	37.81	37.28	S04°43'52"E	S13°22'09"W	S22°49'53"E
11	90	25.00	73°41'08"	32.15	29.98	N57°36'15"W	N20°45'42"W	S85°33'12"W
12	C/L	600.00	11°23'41"	119.32	119.13	S26°27'33"E	S20°45'42"E	S32°09'23"E
	NORTHEAST	570.00	9°19'30"	92.77	92.67	S27°29'36"E	S22°49'53"E	S32°09'23"E
	93	570.00	5°08'43"	51.19	51.17	S26°24'15"E	S22°49'53"E	S27°58'36"E
	92	570.00	4°10'47"	41.58	41.57	S30°03'59"E	S27°58'36"E	S32°09'23"E
	SOUTHWEST	630.00	11°23'41"	125.29	125.08	S26°27'33"E	S20°45'42"E	S32°09'23"E
	90	630.00	8°33'39"	94.13	94.05	S25°02'32"E	S20°45'42"E	S29°19'22"E
	EXTERIOR	630.00	2°50'01"	31.16	31.16	S30°44'22"E	S29°19'22"E	S32°09'23"E
13	C/L	400.00	22°16'42"	155.53	154.55	N35°42'12"W	N24°33'51"W	N46°50'33"W
	NORTHEAST	430.00	22°16'42"	167.20	166.15	N35°42'12"W	N24°33'51"W	N46°50'33"W
	76	430.00	4°10'27"	31.33	31.32	N26°39'04"W	N24°33'51"W	N28°44'18"W
	77	430.00	4°20'56"	32.64	32.63	N30°54'46"W	N28°44'18"W	N33°05'15"W
	78	430.00	4°43'44"	35.49	35.48	N35°27'07"W	N33°05'15"W	N37°48'59"W
	79	430.00	9°01'34"	67.74	67.67	N42°19'46"W	N37°48'59"W	N46°50'33"W
	SOUTHWEST	370.00	22°16'42"	143.87	142.96	N35°42'12"W	N24°33'51"W	N46°50'33"W
	70	370.00	4°23'10"	28.32	28.32	N26°45'26"W	N24°33'51"W	N28°57'01"W
	71	370.00	6°38'31"	42.89	42.87	N32°16'16"W	N28°57'01"W	N35°35'32"W
	72	370.00	6°31'16"	42.11	42.09	N38°51'10"W	N35°35'32"W	N42°06'48"W
	73	370.00	4°43'45"	30.54	30.53	N44°28'40"W	N42°06'48"W	N46°50'33"W
14	OUTLOT 7	480.00	1°44'40"	14.62	14.61	S89°59'42"W	N89°07'58"W	S89°07'21"W

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) 790-1460  
Fax: (262) 790-1461

# FAIRWAY VILLAGE ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 4 OF "FAIRWAY VILLAGE", BEING A PART OF THE SOUTHWEST 1/4 AND 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 redivision of Outlot 4 of "FAIRWAY VILLAGE", recorded in the Office of the Register of Deeds for Ozaukee County on January 10, 2022, as Document No. 1131412, being a part of the Southwest 1/4 and 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.

Said Parcel contains 610,183 Square Feet (or 14.0079 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

## 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, Waukesha County, WI  
My Commission Expires: \_\_\_\_\_

## 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 ADDITION NO. 1".

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Joshua Morrison, County Treasurer

## CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF OZAUKEE)

I, Maureen Harjes, being duly appointed, qualified and acting Deputy 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 ADDITION NO. 1".

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Maureen Harjes, Deputy Treasurer

## UTILITY EASEMENT PROVISIONS:

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

FAIRWAY VILLAGE, LLC, Grantor, to

CEDARBURG LIGHT & WATER and WISCONSIN GAS, LLC, a Wisconsin corporation 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, telephones 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.

## 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: \_\_\_\_\_

## CITY OF CEDARBURG PLAN COMMISSION APPROVAL:

This Plat, known as "FAIRWAY VILLAGE ADDITION NO. 1", 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

Troole Sette, City Clerk

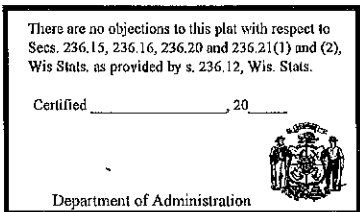
## CITY OF CEDARBURG COMMON COUNCIL APPROVAL:

This Plat, known as "FAIRWAY VILLAGE ADDITION NO. 1", 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

Troole Sette, City Clerk



## June 6, 2022 Plan Commission excerpts

### **North Shore United Soccer Club, change in use of small Cedarburg Light & Water site from outside storage to a parking lot located at N143W6688 Layton Street.**

#### **Action:**

*A motion was made by Council Member Thome to approve request for a change in use of the above parcel from outside storage to a parking lot for the soccer field as proposed. This motion was seconded by Commissioner Voltz and passed without a negative vote with Commissioner Strautmanis excused.*

---

### **Stagecoach Inn, recommendation of outdoor alcohol beverage license for business located at W61N520 Washington Avenue.**

#### **Action:**

*A motion was made by Mayor O'Keefe to recommend approval for an outdoor alcoholic beverage license pending City Staff approval of the revised site plan that distinguishes where patrons are allowed to consume alcohol. The motion was seconded by Vice Chairperson Kinzel and passed without a negative vote with Commissioner Strautmanis excused.*

---

### **Fairway Village, final plat review and approval for Phase 2 of their subdivision located at W73N1122 Washington Avenue.**

#### **Action:**

*A motion was made by Vice Chairperson Kinzel to recommend final plat approval subject to the following conditions:*

- 1. Show drainage and utility easements on the plat. Addition of a 12-foot wide drainage easement.*
- 2. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.*
- 3. As with the first phase, the developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.*
- 4. This subdivision includes 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) and shall be reviewed and approved by the City Engineer.*
- 5. Builders are responsible for obtaining groundwater evaluations when designing basements and disclosing these results to lot owners.*

*The motion was seconded by Council Member Thome and passed without a negative vote with Commissioner Strautmanis excused.*

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## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.E.

**TITLE:** Discussion and possible action on change in usage of Light & Water site on Layton Street from outside storage to a parking lot. (Plan Commission 6/6/2022)

**ISSUE SUMMARY:** The North Shore Soccer Club has approached the City with a request to lease the vacant site located at the northeast corner of Layton Street and the Interurban Trail. This property is owned by Cedarburg Light and Water and is currently being used for outside storage. The club is hoping to lease the site for a period of five (5) years and construct a gravel parking lot to serve the club's overflow parking demands. While the soccer club's existing parking lot is sufficient to handle the day-to-day demands of regular soccer use, it falls short when they host tournaments or have high profile games.

**Staff Comments:**

Since no structures are being proposed and the request is for a short-term lease, Council members are simply being asked to recommend the change in use from existing outside storage to a gravel parking lot. Staff has no objection to this request and recommends approval.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** This Request was reviewed by the Plan Commission at their June 6, 2022, meeting and recommended by unanimous vote.

**BUDGETARY IMPACT:** n/a

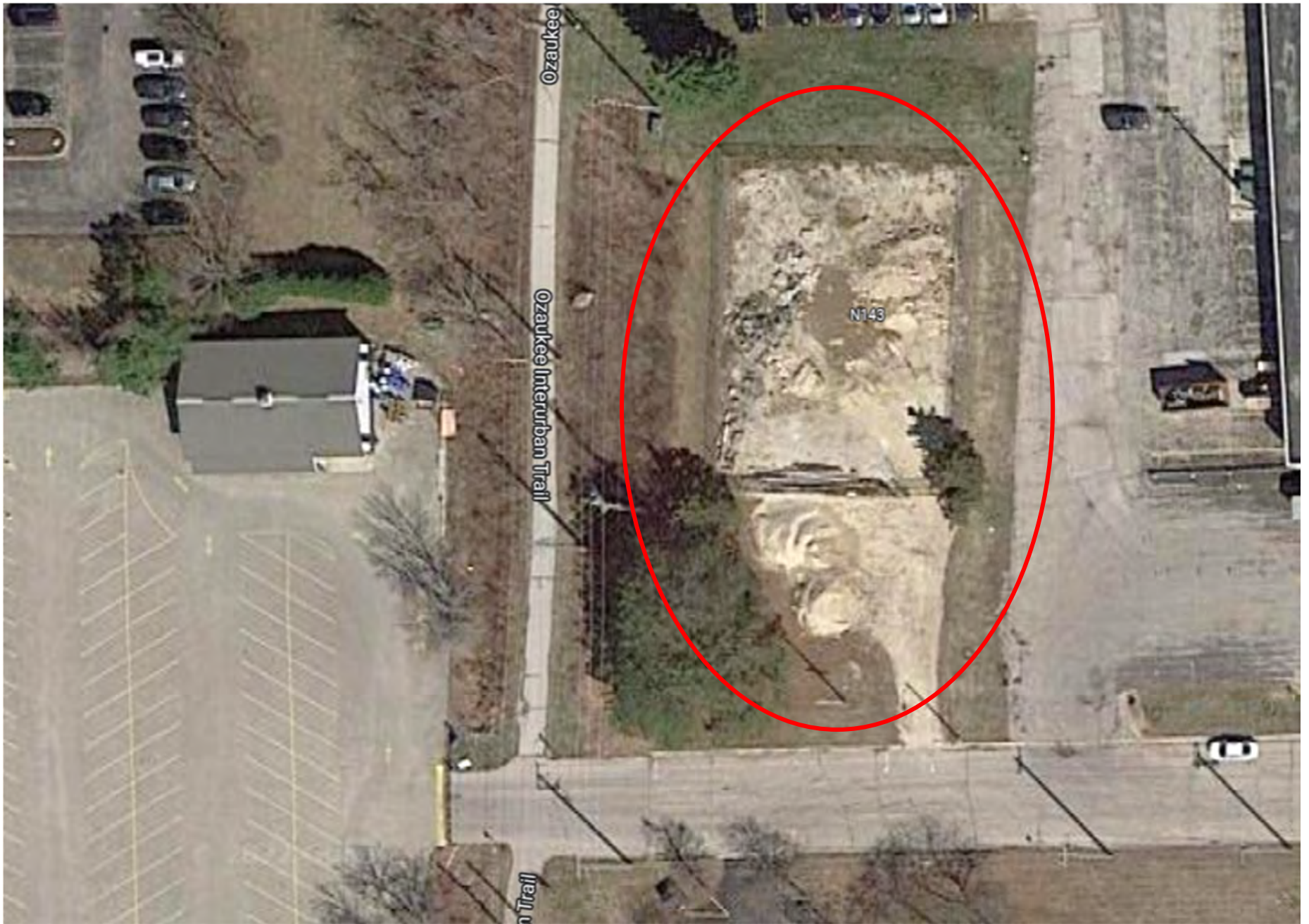
**ATTACHMENTS:**

- June 6, 2022, Unapproved Plan Commission Minutes.

**INITIATED/REQUESTED BY:** North Shore Soccer Club.

**FOR MORE INFORMATION CONTACT:** Jonathan P. Censky, City Planner, 262-375-7610







## June 6, 2022 Plan Commission excerpts

**North Shore United Soccer Club, change in use of small Cedarburg Light & Water site from outside storage to a parking lot located at N143W6688 Layton Street.**

**Action:**

*A motion was made by Council Member Thome to approve request for a change in use of the above parcel from outside storage to a parking lot for the soccer field as proposed. This motion was seconded by Commissioner Voltz and passed without a negative vote with Commissioner Strautmanis excused.*

---

**Stagecoach Inn, recommendation of outdoor alcohol beverage license for business located at W61N520 Washington Avenue.**

**Action:**

*A motion was made by Mayor O'Keefe to recommend approval for an outdoor alcoholic beverage license pending City Staff approval of the revised site plan that distinguishes where patrons are allowed to consume alcohol. The motion was seconded by Vice Chairperson Kinzel and passed without a negative vote with Commissioner Strautmanis excused.*

---

**Fairway Village, final plat review and approval for Phase 2 of their subdivision located at W73N1122 Washington Avenue.**

**Action:**

*A motion was made by Vice Chairperson Kinzel to recommend final plat approval subject to the following conditions:*

- 1. Show drainage and utility easements on the plat. Addition of a 12-foot wide drainage easement.*
- 2. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.*
- 3. As with the first phase, the developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.*
- 4. This subdivision includes 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) and shall be reviewed and approved by the City Engineer.*
- 5. Builders are responsible for obtaining groundwater evaluations when designing basements and disclosing these results to lot owners.*

*The motion was seconded by Council Member Thome and passed without a negative vote with Commissioner Strautmanis excused.*

---

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.F.

**TITLE:** Discussion and possible action approving the Condominium Documents for the Mill Town Homes project at the northeast Corner of Mill Street and Hanover Avenue. (Plan Commission 4/4/2022)

**ISSUE SUMMARY:** Council Members are reminded that back in 2020, the applicant received approval of his amended TIF plan and rezoning for the back portion of his Mill Street property to construct two, two-story townhomes. Instead of maintaining ownership of the townhomes as rental units, he will be selling them as owner occupied condominium units and therefore, he has prepared the attached documents for your review and approval. These documents were drafted in accordance with Chapter 703 Condominiums of the Wisconsin State Statutes and serve as the master deed or bylaws that affect and define the rights and obligations of co-owners of these condominium townhomes and will be recorded in the Ozaukee County Register of Deeds Office.

**STAFF COMMENTS:**

Title 14, Land Division, Subdivisions and Condominium Regulations of the City Code requires Plan Commission review and recommendation, and Common Council approval of these documents. Staff's review indicates that the documents are code compliant and recommends approval.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** At their April 4, 2022 meeting, the Plan Commission reviewed these documents and recommended approval by unanimous vote:

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:**

- Minutes from the April 4, 2022, Plan Commission meeting
- Condominium Documents

**INITIATED/REQUESTED BY:** Cornerstone Builders, LLC. Greg Zimmerschied, Owner

**FOR MORE INFORMATION CONTACT:** Jonathan P. Censky, City Planner, 262-375-7610

Document No.

## DECLARATION OF CONDOMINIUM

Return to:

Parcel Numbers

## DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this “Declaration”) is made this \_ day of \_\_\_\_\_, 2022, by CEDARBURG LAND & CATTLE, LLC, a Wisconsin limited liability company (the “*Declarant*”).

### ARTICLE I DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “*Property*”), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Wis. Stat. ch. 703 (the “*Condominium Ownership Act*”). The Declarant hereby elects to operate the Condominium (as defined below) as a Small Condominium pursuant to Section 703.365 of the Condominium Ownership Act and, except as otherwise expressly set forth in this Declaration, hereby elects to apply Sections 703.365(3), 3(m), (5), (6), (7) and (8).

## ARTICLE II

### NAME; DESCRIPTION OF PROPERTY

**2.01. Name.** The name of the condominium created by this Declaration (the “*Condominium*”) is MILL TOWN HOMES.

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

**2.03. Addresses.** The addresses of the Condominium are N52 W6296 Mill Street; N52 W6298 Mill Street; N52 W6300 Mill Street; and N52 W6302 Mill Street, Cedarburg, Wisconsin.

## ARTICLE III DESCRIPTION OF UNITS

**3.01. Identification of Units.** The Condominium shall initially consist of four units (individually a “*Unit*” and collectively the “*Units*”) located in the buildings (individually a “*Building*” and collectively the “*Buildings*”) identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the “*Condominium Plat*”), together with the Common Elements as described in Article IV, whether constructed or not yet constructed. The Condominium Plat shows floor plans for each Unit showing the location and designation of each unit in each Building and the limited common elements appurtenant to each Unit. The Units shall be identified as Units 6296 through 6302, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “*Unit Owner*.” When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

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

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

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

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

It is intended that the surface of each plane described above (be it concrete, glass, metal, drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

**3.03. Additional Items Included as Part of Unit.** The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.02:

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

(b) Interior lights and light fixtures.

(c) Cabinets.

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

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

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

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

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

**Section 3.04. Unbuilt Units.** If unbuilt, a Unit shall still be considered to exist within the boundaries of such Unit as set forth on the Condominium Plat. The Unit Owners of all Units within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Condominium Plat. Until such Building has been

substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

#### **ARTICLE IV                   COMMON ELEMENTS; LIMITED COMMON ELEMENTS**

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

- (a) The Land;
- (b) The paved driveway and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) Mailbox islands.

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

- (a) All sidewalks, access ways, steps, stoops, decks, balconies, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

#### **4.03. Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

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

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

**4.04. Balconies Overhanging Public Sidewalks.** Unit Owners having above-grade cantilevered balconies abutting the Building, a portion of which project, overhang and/or encroach the airspace over an existing public sidewalk, or beyond the Condominium property line, shall be prohibited from hanging, leaning, or placing any personal property extending below the balcony or above or beyond the railing of the balcony so as to create a risk of dropping or falling objects striking users of the public sidewalk below the balcony. Unit Owners shall be liable for all injuries to persons or property from falling objects. Unit Owners shall obtain liability insurance covering risk of falling or dropping objects. Each affected Unit Owner, for itself, its assigns, and legal representatives, shall indemnify, defend and hold harmless the City of Cedarburg, Wisconsin and its officials, officers, employees, and agents, and Declarant and the Association, from all claims, negligence, damages, costs, and expenses arising out of the injury to persons or property from falling objects. This section may be enforced by the City of Cedarburg, or its representatives or assigns.

## ARTICLE V                      PERCENTAGE INTERESTS; VOTING

**5.01. Percentage Interests.** The undivided percentage interest in the Common Elements (the “*Percentage Interest*”) appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Each Unit’s Percentage shall be twenty-five percent (25%).

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

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

**5.04. Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, or agreement in lieu of bylaws pursuant to Wisconsin Statute Section 703.365(3m).

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

## ARTICLE VI CONDOMINIUM ASSOCIATION

**6.01. General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as “MILL TOWN HOMES CONDOMINIUM ASSOCIATION” (the “*Association*”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be an unincorporated non-profit association under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association’s bylaws, or agreement in lieu thereof (the “*Bylaws*”), Wis. Stat. ch. 703 (the “*Condominium Ownership Act*”), this Declaration, and Wis. Stat. ch. 184 (the “*Uniform Unincorporated Non-*

*Profit Association Act*”). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “**Rules and Regulations**”), this Declaration, and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

**6.02. Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than Declarant, except as provided in Section 6.03, Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Uniform Unincorporated Non-Profit Association Act from the date the first Unit of this Condominium is conveyed by Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers; or (c) thirty (30) days after Declarant’s election to waive its right of control.

**6.03. Board of Directors.** The affairs of the Association shall be governed by a Board of Directors pursuant to Section 703.365(3)(a) of the Condominium Ownership Act. The Board shall be composed of four members. Each director must be a Unit Owner, or a shareholder, partner, member, officer, director, trustee or agent of a Unit Owner.

**6.04. Maintenance and Repairs.**

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios, which shall be the responsibility of the Unit Owner) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements (except patios and snow removal of any remaining snow in front of the garages, which shall be the responsibility of the Unit Owner); for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the plumbing, electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

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

**6.05. Common Expenses.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 6.04, and administration of the Association shall be deemed to be common expenses (the "***Common Expenses***"), including, without limitation, expenses incurred for insurance; taxes; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

**6.06. General Assessments.** The Association shall levy monthly general assessments (the “*General Assessments*”) against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, any Unit for which an occupancy permit has not been issued shall be exempt from General Assessments until the earlier of the date on which (a) the occupancy permit is issued, or (b) the Unit is actually occupied. The earlier of such two dates is referred to as the “*Occupancy Date*.” If, however, any Unit is so exempt, the General Assessments payable by the nonexempt Unit Owners shall not exceed the amount set forth in the budget per Unit that they would be charged if the Condominium were fully built out, with all Units and Common Elements completed, and all Units in the Condominium were subject to full General Assessments. If this results in the total General Assessments being insufficient to cover the total Common Expenses, the deficit shall be assessed pro rata (based on their respective Percentage Interests in the Common Elements) to the Unit Owners of the exempt Units. Furthermore, if the Association has established a reserve account, no reserve fund assessments shall be levied against any Unit until the Occupancy Date for that Unit.

**6.07. Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the “*Special Assessments*”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

**6.08. Common Surpluses.** If the surpluses of the Association (the “*Common Surpluses*”) should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners’

General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

**6.10. Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the “*Manager*”) under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-service basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. § 703.35.

## **ARTICLE VII        ALTERATIONS AND USE RESTRICTIONS**

### **7.01. Unit Alterations.**

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

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

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

## **7.02. Separation, Merger, and Boundary Relocation.**

Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Wis. Stat. § 703.13(7) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, Unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(a) In the case of a boundary relocation, the Percentage Interests, and votes in the Association, formerly appurtenant to the Units whose boundaries are being adjusted, shall be reallocated by the written agreement of the Unit Owners of the affected Units, and such reallocation shall be specified in the amendment referred to in Section 7.02(d), below.

(b) In the case of a Unit separation, the Percentage Interests, and votes in the Association, formerly appurtenant to the original Unit, shall be reallocated by the Unit Owner between the resulting Units, and such reallocation shall be specified in the amendment referred to in Section 7.02(d), below.

(c) In the case of the merger of two or more Units, the Percentage Interests and votes in the Association, appurtenant to the resulting Unit, shall be the combined Percentage Interests and votes of the Units from which the resulting Unit was created.

(d) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

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

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

Nothing in this Section 7.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

**7.04. Nuisances.** No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

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

- (a) The term of any such lease shall not be less than four (4) months;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease (not to be unreasonably withheld);

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

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

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.05 shall not apply to leases of the Units by Declarant or leases of the Units to the Association.

**7.06. Signs.** No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, Declarant. Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

**7.07. Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers. All garbage and refuse shall be disposed and segregated in appropriate waste receptacles in accordance with all applicable law, and with applicable Rules and Regulations.

**7.08. Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

**7.09. Pets.** Pets are permitted in accordance with the current applicable Rules and Regulations.

**7.10. Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

**7.11. Utilities.** Each Unit shall be serviced by utility services separately metered to such Unit, and each such serviced Unit Owner will be responsible for payment of its own utility costs.

## **ARTICLE VIII      INSURANCE**

**8.01. Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements and personal property located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

**8.02. Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from

time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a “severability of interest” or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall maintain in effect a policy of commercial liability insurance with a face amount as may from time to time be required by the Association, naming the Association as an additional insured.

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

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

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

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

**ARTICLE IX                      RECONSTRUCTION, REPAIR, OR SALE IN**  
**THE EVENT OF DAMAGE OR DESTRUCTION**

**9.01. Determination to Reconstruct or Repair.** If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.01.

(a)     **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount.

(b)     **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium.

(c)     **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days after the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 9.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

**9.02. Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original

construction of the Condominium, unless (a) the Unit Owners having at least 75% of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

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

**9.04. Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.06. The Association shall have no responsibility to repair, reconstruct, or replace any improvements made to a Unit subsequent to completion of original construction of such Unit.

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

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

**9.07. Partition and Sale Upon Consent.** If following damage or destruction described in Section 9.01(c), the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Ozaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as

Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

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

## **ARTICLE X            CONDEMNATION**

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

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

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

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

**10.03. Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

**10.04. Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association, which shall immediately obtain reliable and detailed estimates of the cost to rebuild.

**10.05. Assessments for Deficiencies.** If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

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

**10.07. Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

**10.08. Partition and Sale Upon Consent.** If, pursuant to Section 10.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Ozaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

## **ARTICLE XI            MORTGAGEES**

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

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

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

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

**11.02. Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

**11.03. Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

**11.04. Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

## **ARTICLE XII        AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least seventy-five percent (75%) of the total voting interests held by all Unit Owners in the Association. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as Declarant owns any Unit, the consent in writing of Declarant, its successors, or assigns shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Ozaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by Declarant alone for purposes of clarification and correction of errors and omissions.

## **ARTICLE XIII      REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Cedarburg or the County of Ozaukee to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration or the terms of Section 4.04 herein. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association, the City of Cedarburg (solely as to Section 4.04) or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and second, to the owners of the Units damaged by the violation pro rata. Furthermore, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Bylaws or any Rules and Regulations promulgated hereunder a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

## **ARTICLE XIV      GENERAL**

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

**14.02. Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements; to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium; and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when delayed entry will result in injury or property damage. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

**14.03. Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents, and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

**14.05. Access to Condominium by the Declarant and Owners of Unbuilt Units.** During any period in which (a) Declarant is constructing any Building or other improvements on the

Property; (b) all Unit Owners of Units within a Building are constructing such Building and Limited Common Elements appurtenant to such Units; or (c) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

**14.06. Resident Agent.** The name and address of the resident agent under Wis. Stat. § 703.23 is Gregory W. Zimmerschied, N67 W5389 Cedar Court, Cedarburg, WI 53012. The resident agent may be changed by the Association in any manner permitted by law.

**14.07. Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "Declarant" as granted by this Declaration may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Wis. Stat. ch. 703. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

**14.08. Conflicts.** If a conflict exists among any provisions of this Declaration, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Bylaws, and the Rules and Regulations, and the Bylaws shall prevail over the Rules and Regulations.

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

[SIGNATURE PAGES AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day of \_\_\_\_\_, 2022.

Cedarburg Land & Cattle, LLC, Declarant

\_\_\_\_\_  
By: Gregory W. Zimmerschied  
Title: Managing Member

STATE OF WISCONSIN    ))     ss.  
COUNTY OF OZAUKEE    )

Personally came before me this \_ day of \_, 202\_, Gregory W. Zimmerschied, the Managing Member of Cedarburg Land & Cattle, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said Declarant.

\_\_\_\_ Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

### CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Cedarburg Land & Cattle, LLC to the undersigned recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin on \_, as Document No. \_\_, in Volume \_ of Records, Page , does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_ By: \_\_ Name: \_\_\_\_\_ Its: \_\_\_\_

STATE OF WISCONSIN    ))     ss.  
COUNTY OF \_\_\_\_\_    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, the \_\_\_\_ of \_\_\_\_, who  
acknowledged the foregoing document for the purposes recited therein on behalf of the same.

\_\_\_\_ Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document drafted by and  
should be returned to:

Attorney Robert A. Carroll Carroll  
Law Office, S.C.  
W62 N562 Washington Avenue  
Cedarburg, WI 53012

Exhibit A  
Legal Description

[Insert]

Exhibit B  
Condominium Plat

[Attach]



**NORTH SHORE ENGINEERING, INC.**  
Consulting Engineers & Land Surveyors  
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092  
(262) 241-9400 • FAX: (262) 241-5337  
www.northshoreengineering.net

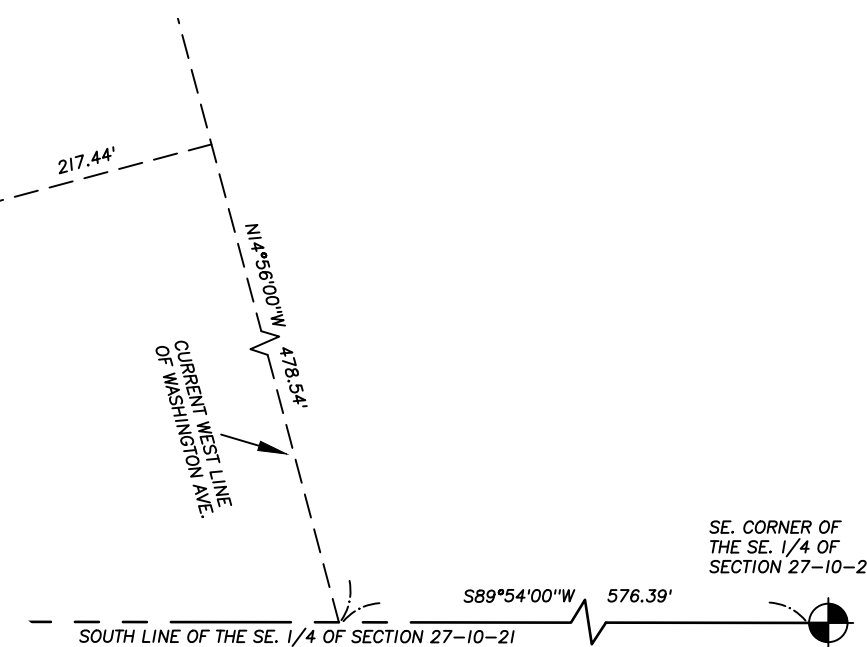
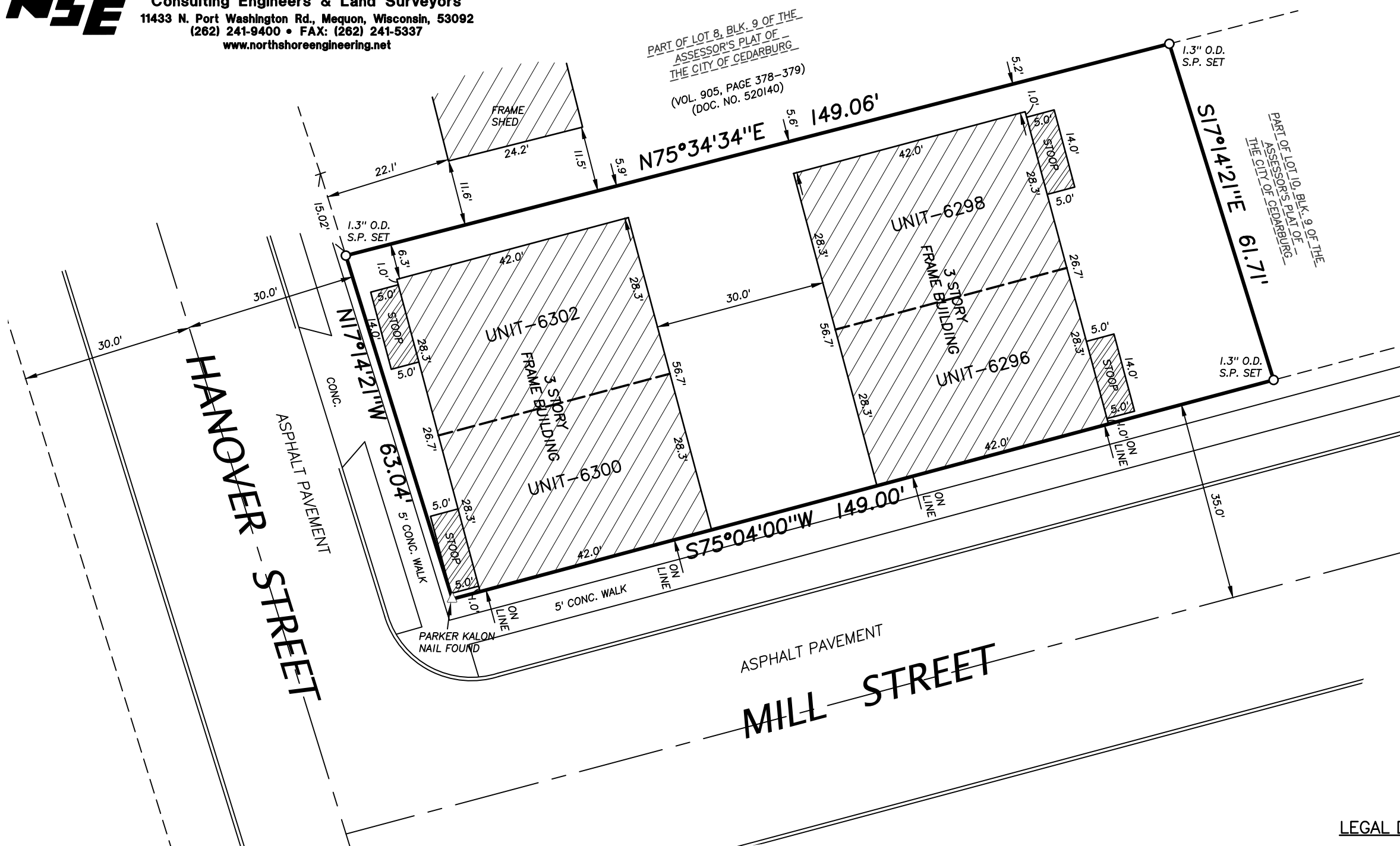
PART OF LOT 8, BLK. 9 OF THE  
ASSESSOR'S PLAT OF  
THE CITY OF CEDARBURG  
(VOL. 905, PAGE 378-379)  
(DOC. NO. 520140)

PART OF LOT 10, BLK. 9 OF THE  
ASSESSOR'S PLAT OF  
THE CITY OF CEDARBURG  
(VOL. 905, PAGE 378-379)  
(DOC. NO. 520140)

## "MILL TOWN HOMES"

Section 703.02, Par (14m) "Small Condominium"

A CONDOMINIUM IN THE SOUTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 27, TOWN 10 NORTH, RANGE 21 EAST,  
IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.



### NOTES :

1. ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, SOUTH LINE OF THE SE. 1/4 OF SECTION 27-10-21, WHICH BEARS S89°54'00"W
2. EXCEPT AS NOTED ON THIS MAP, ALL AREAS OUTSIDE THE UNITS SHALL BE COMMON ELEMENT.

 DENOTES LIMITED COMMON ELEMENT FOR THE ADJACENT UNIT

### LEGAL DESCRIPTION:

All that part of Lot 10, Block 9 of the Assessor's Plat of the City of Cedarburg, being part of the Southeast 1/4 of the Southeast 1/4 of Section 27, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4 Section; thence S89°54'00"W along the South line of said 1/4 Section, 576.39 feet to a point in the Southerly extension of the West right of way line of Washington Avenue; thence N14°56'00"W along said West right of way line, 478.54 feet to the intersection of said West right of way line and the North right of way line of Mill Street; thence S75°04'00"W along said North right of way line, 217.44 feet to the point of beginning of lands to be described; thence continuing S75°04'00"W along said North right of way line, 149.00 feet to the intersection of said North right of way line and the East right of way line of Hanover Street; thence N17°14'21"W along said East right of way line, 63.04 feet to the Southwesterly corner of the property described in Vol. 905, Pages 378-379, recorded as Document 520140 at the Ozaukee County Register of Deeds; thence N75°34'34"E along the South line of said property, 149.06 feet; thence S17°14'21"E and parallel with the East right of way line of Hanover Street, 61.71 feet to the point of beginning.

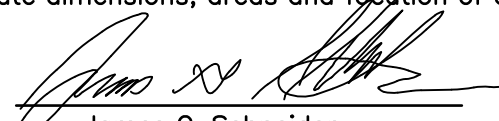
Said parcel containing 0.346 acres of land, more or less.

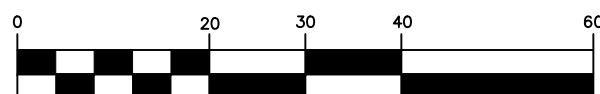
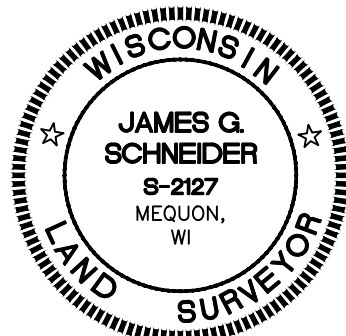
I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadways, and visible encroachments, if any.

This condominium is a correct representation of "MILL HOUSE TOWNHOMES" and the identification and location of each unit, and to the extent feasible the common elements can be determined from this plat. The diagrammatic outline shows only the approximate dimensions, areas and location of each unit.

3-23-2022

Date

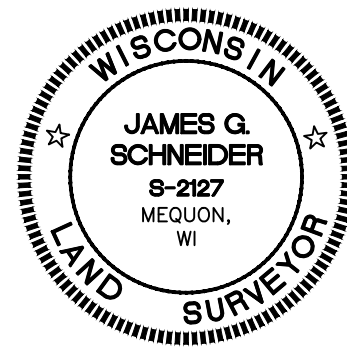
  
James G. Schneider  
Surveyor - S-2127



SCALE 1" = 20'



**NORTH SHORE ENGINEERING, INC.**  
Consulting Engineers & Land Surveyors  
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092  
(262) 241-9400 • FAX: (262) 241-5337  
www.northshoreengineering.net



SURVEY CERTIFICATE

I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadways, and visible encroachments, if any.

This condominium is a correct representation of "MILL HOUSE TOWNHOMES" and the identification and location of each unit, and to the extent feasible the common elements can be determined from this plat. The diagrammatic outline shows only the approximate dimensions, areas and location of each unit.

3-23-2022  
Date

James G. Schneider  
Surveyor - S-2127

**"MILL TOWN HOMES"**

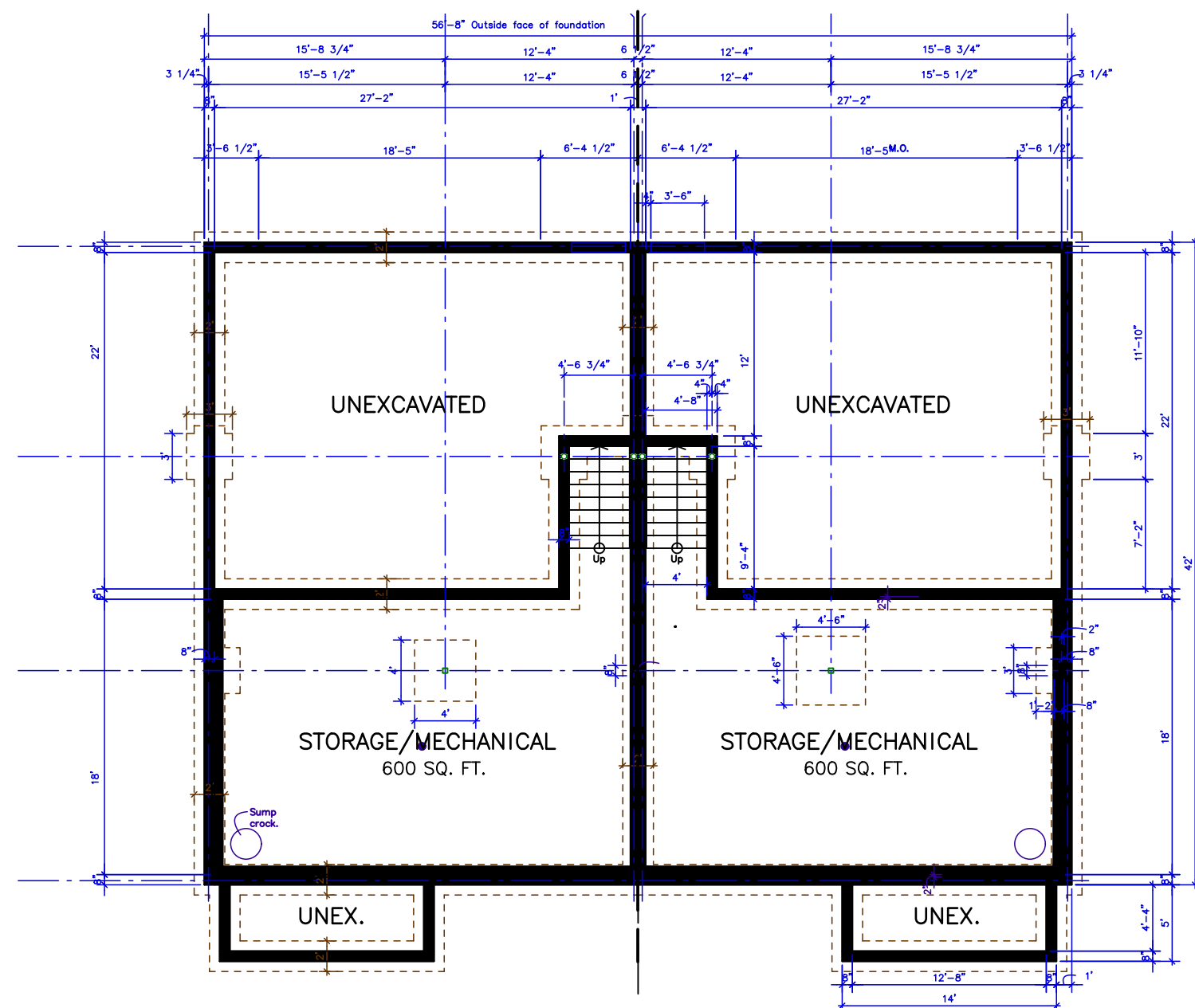
Section 703.02, Par (14m) "Small Condominium"

A CONDOMINIUM IN THE SOUTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 27, TOWN 10 NORTH, RANGE 21 EAST,  
IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.



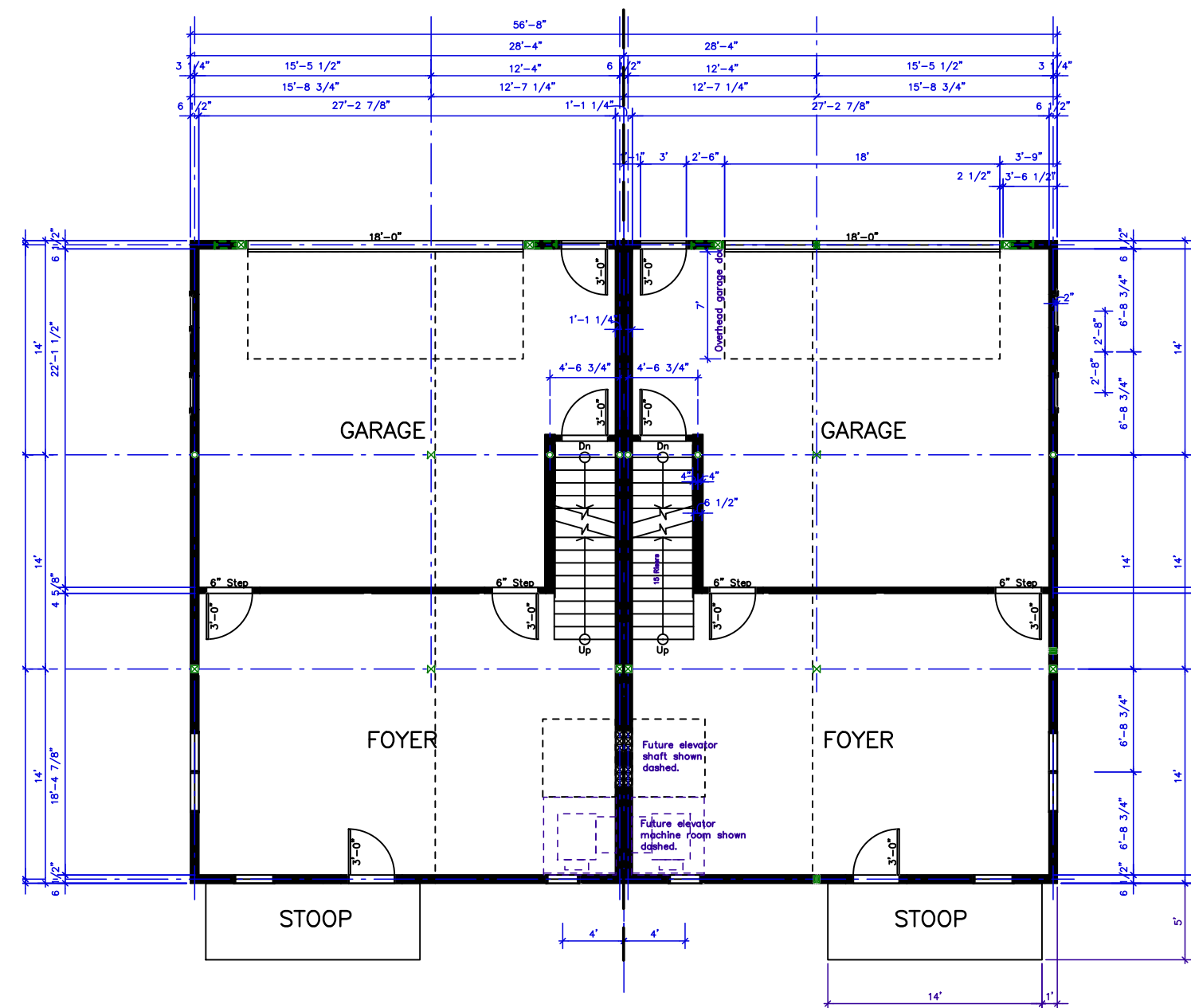
SCALE 1" = 10'

UNIT 6298 OR 6302 ← → UNIT 6296 OR 6300

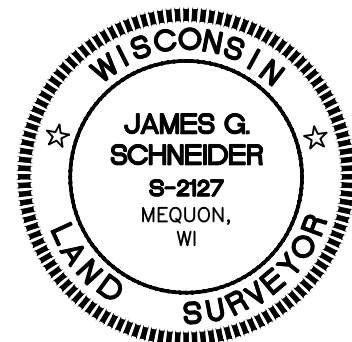


BASEMENT

UNIT 6298 OR 6302 ← → UNIT 6296 OR 6300



FIRST FLOOR



SURVEY CERTIFICATE

I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadways, and visible encroachments, if any.

This condominium is a correct representation of "MILL HOUSE TOWNHOMES" and the identification and location of each unit, and to the extent feasible the common elements can be determined from this plat. The diagrammatic outline shows only the approximate dimensions, areas and location of each unit.

3-23-2022  
Date

James G. Schneider  
Surveyor - S-2127

**"MILL TOWN HOMES"**

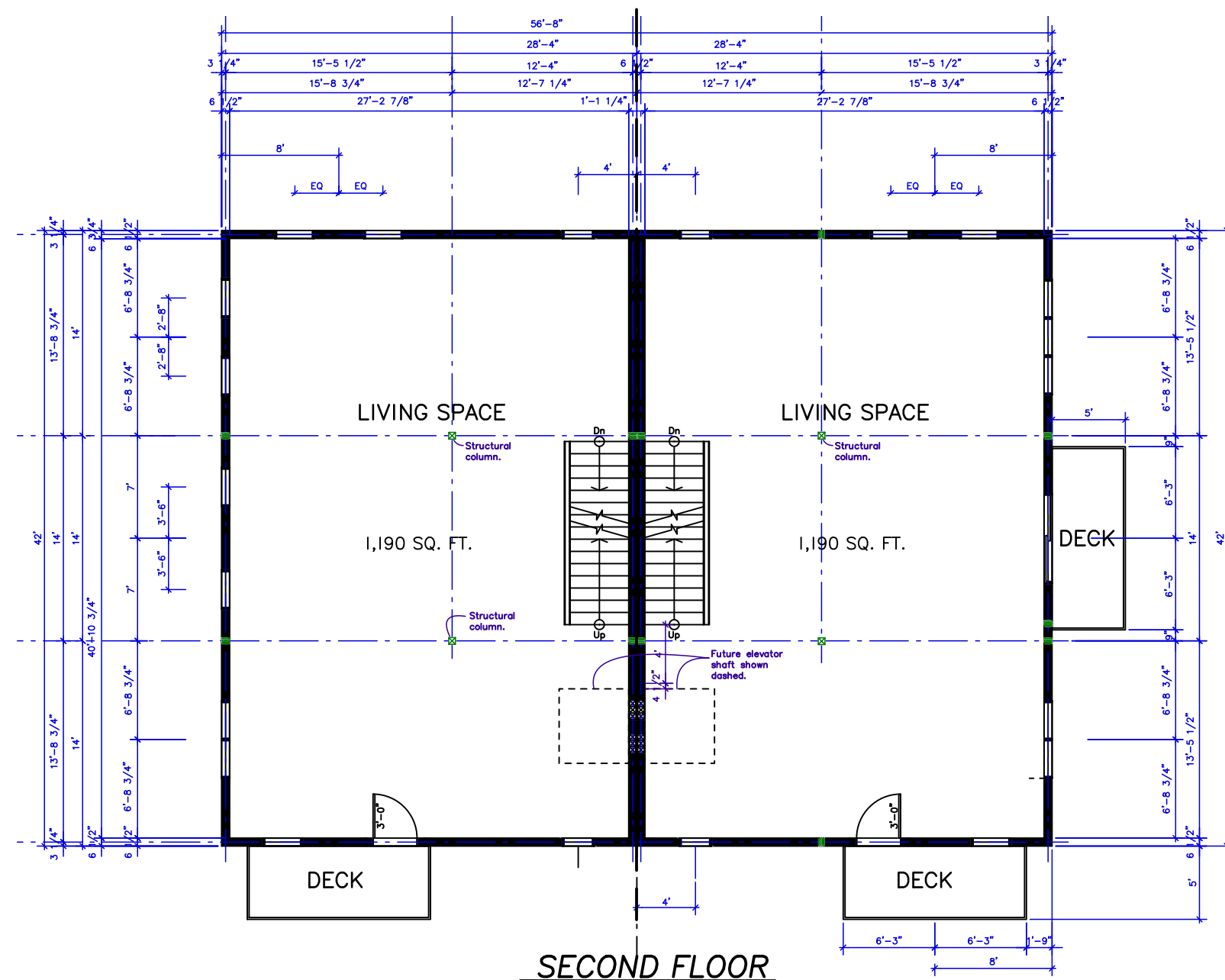
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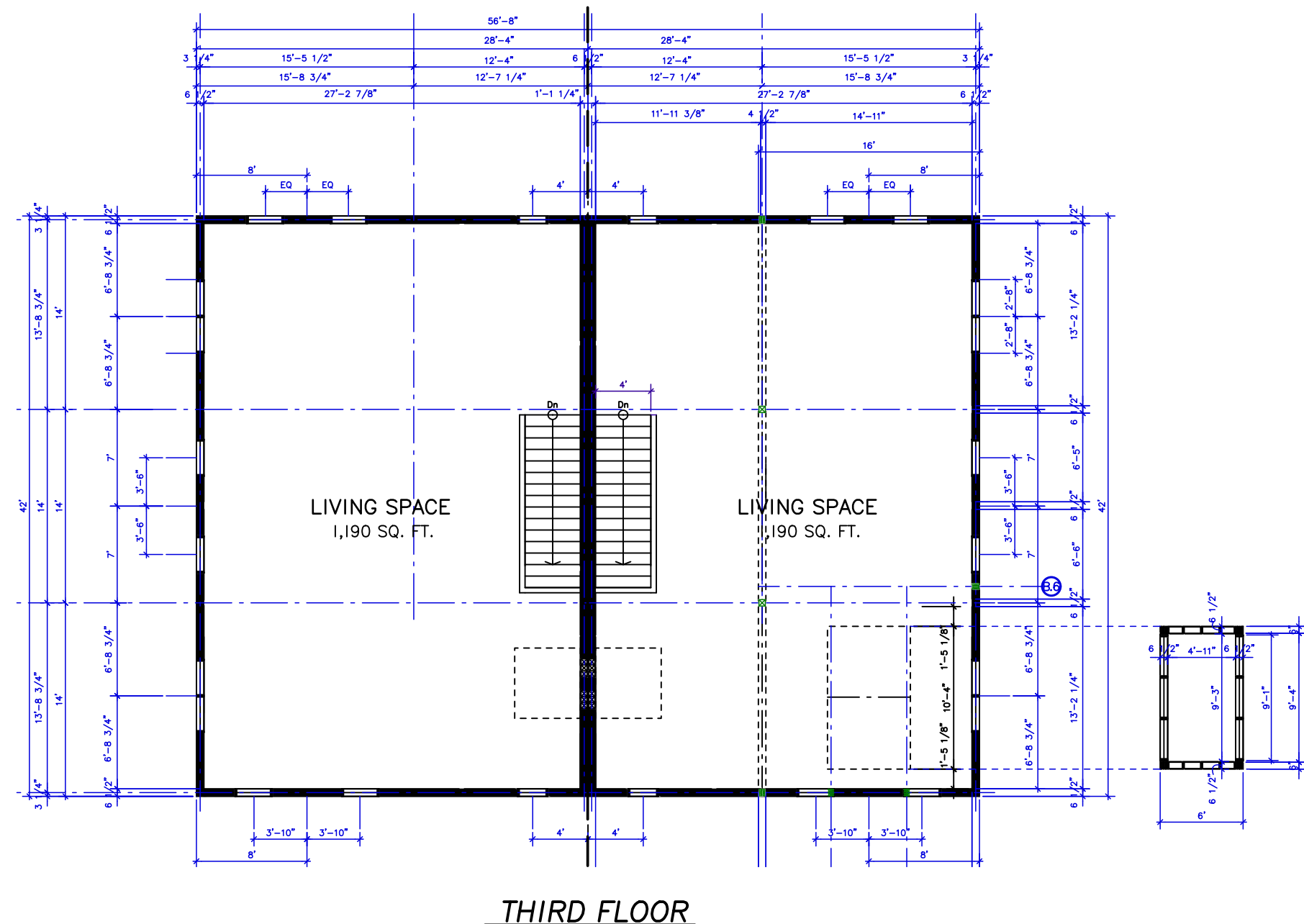


SCALE 1" = 10'

UNIT 6298 OR 6302 ← → UNIT 6296 OR 6300



UNIT 6298 OR 6302 ← → UNIT 6296 OR 6300



Commissioner Wiza recommended that Planner Censky speak with City Engineer Mike Wieser regarding eliminating the compact car parking spots on the northeast and southeast corners of that intersection in order to improve visibility.

Planner Censky stated that if a potential tenant wants to occupy the building, they will not need Plan Commission approval if the use is listed as permitted in the B-3 District; however, if it is listed as a conditional use or if the business applies for an outdoor alcohol beverage license, they will need to come in front of the Plan Commission for conditional approval.

Petitioner Zimmerschied acknowledged the noise concerns from the neighbors and reiterated that the future commercial use has not yet been determined. He feels that if the future business caters to families visiting the park, such as a coffee or sandwich shop, he does not think the noise will be much more than what would be generated by people having a conversation seated on one of the park benches. In order to address neighbor's concerns, he has started adding what he calls *good neighbor* clauses in his leases, with the intention of encouraging positive relationships between these establishments and local residents.

Dan Wolf, N55W6079 Portland Road, was in attendance, and stated that he lives next door to the property. He stated that he is happy to work with the Petitioner on their shared property line, but questioned the effect the proposed construction would have on the millrace, since his lot backs up to it as well.

Planner Censky stated that the proximity of the church to the millrace is allowed because it is an existing structure, and that any future construction to that site can not infringe closer. Brand new construction would be required to maintain a distance of 75-feet. The changes being presented by the Petitioner would not bring the structure closer to the millrace, since the west deck would not extend past the property line. Commissioner Wiza added that according to the DNR, the millrace is considered a navigable waterway.

**Action:**

A motion was made by Commissioner Voltz, seconded by Vice Chairperson Kinzel, to recommend approval of the proposed changes on the conditions that the Petitioner uses a rail system similar to the metal railing that is used in front of the Handen Distillery building, and consideration is made on expanding the landing of the ramp to align with the window on the northwest corner of the building and maximizing green space between the building and the sidewalks. Motion carried without a negative vote with Mayor O'Keefe excused.

**REQUEST APPROVAL OF CONDOMINIUM DOCUMENTS/BYLAWS FOR THE TOWNHOME DEVELOPMENT LOCATED AT N52W6296-98 AND N52W6300-02 MILL STREET – MILL TOWN HOMES/GREG ZIMMERSCHIED**

Planner Censky reminded Commissioners that they approved Petitioner Zimmerschied's request to amend his TIF plan and rezone the west portion of his lot along Mill Street between Hanover Avenue and Washington Avenue. His proposal included the

construction of two 2-unit townhomes, which would be sold as owner units. In accordance with **Chapter 703, Condominiums of the Wisconsin State Statutes**, the Petitioner has drafted condominium documents and submitted these for review and recommendation for approval.

Petitioner Zimmerschied addressed the concern Commissioners raised regarding the risk of dropping or falling objects from the second floor decks onto pedestrians using the public sidewalk below in Section 4.04, Balconies Overhanging Public Sidewalks. Commissioner Cain pointed out that, although this section prohibits hanging or leaning objects above or beyond the railings, it does not prohibit hanging objects below the decking of the balconies. Council Member Thome stated that she would like the Petitioner to eliminate the statement of *snow removal in front of the garages* under Section 6.04(a), Maintenance and Repair, in order to avoid potential conflicts between the townhome owners regarding this responsibility.

**Action:**

A motion was made by Commissioner Cain, seconded by Vice Chairperson Kinzel, to approve the proposed bylaws on the condition that a review is performed by the City Attorney, Section 4.04 be amended to prohibit hanging objects below the floor of the balcony, and Section 6.04(a) amended to remove the portion regarding snow removal in front of garages. Motion carried without a negative vote with Mayor O'Keefe excused.

**CONSULTATION FOR THE ADDITION OF A COMMERCIAL BUILDING ON THE MILL STREET PARCEL TO BE LOCATED BETWEEN THE MILL TOWN HOMES AND FUTURE COMMERCIAL BUILDING AT W62N535 WASHINGTON AVENUE – CEDARBURG LAND & CATTLE/GREG ZIMMERSCHIED**

Planner Censky explained that the Petitioner is seeking consultation to add a second commercial building on his Mill Street parcel. This building is proposed at 1,500-square feet and will be located between the Mill Town Homes on Hanover Avenue and the recently approved commercial building facing Washington Avenue. Of the 38 parking stalls needed to support two commercial buildings on the parcel, the project will have 11 onsite parking stalls; therefore, the Petitioner proposes to use street stalls to make up the difference, per City Code **Section 13-1-83(b)(3)**, which states ***availability nearby on street parking may be counted toward visitor parking needs. This may only be allowed when on street parking is permitted in a specific location, and then only when such on street parking spaces are within two hundred fifty (250) feet of the entrance they are intended to serve.***

Commissioners may recall that the Petitioner's original concept consisted of three commercial buildings for the parcel: one facing Washington Avenue, one facing Hanover Avenue and one facing Mill Street, for a total commercial space of 6,900-square feet. Furthermore, that concept plan was in support of TID No. 3, approved in 2014, which included a cash grant Developer's Agreement that requires the developer to create a total real estate increment with an equalized value of \$950,000 to be realized no later than January 1, 2020. That date was subsequently extended to January 1, 2021, by action of the Common Council on November 11, 2019. Since that meeting, the Petitioner has constructed both townhomes and received the footing and foundation permit for his

Washington Avenue commercial building. He is now seeking support of the Plan Commission to construct another small commercial/restaurant building.

Procedurally, this proposal will require another amendment to the PUD Ordinance following a public hearing before the Common Council. Accordingly, if support for this project is offered at this meeting, the Petitioner will need to submit his fully detailed plans for review and recommendation at a future meeting.

Petitioner Zimmerschied stated that he believes adding another commercial space in this area would help attract more visitors to the south side of downtown Washington Avenue, increasing pedestrian traffic that could also benefit other businesses. Council Member Thome agreed, stating that there is not a lot of opportunity to add new space to the downtown area.

Overall, feedback from Commissioners was positive, although concerns were raised regarding the lack of parking downtown, and may need to be addressed in the near future.

### **RECODIFICATION OF TITLE 13 ZONING CODE**

Planner Censky asked Commissioners to review the Code beginning at the B-1 Neighborhood Business District up to the M-1 Limited Manufacturing District, to discuss at the next meeting.

### **COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS**

Commissioner Cain questioned the quality of the work being performed on the PJ Piper Pancake House building façade, located at W61N514 Washington Avenue. Planner Censky agreed to touch base with the building owner.

### **MAYOR'S ANNOUNCEMENTS**

Mayor O'Keefe was not in attendance; therefore, no announcements were made.

### **ADJOURNMENT**

A motion was made by Vice Chairperson Kinzel, seconded by Commissioner Wiza, to adjourn the meeting at 8:48 p.m. The motion carried without a negative vote with Mayor O'Keefe excused.

Victoria Guthrie  
Administrative Assistant

## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.G.

**TITLE:** Discussion and possible action on approval of a rock crushing permit for BMCI Construction, Inc. at N49 W6337 Western Road

**ISSUE SUMMARY:** P2 Development along with BMCI Construction Inc. is requesting approval for a rock crushing permit for the Fox Run Development at N49 W6337 Western Road. Their plan is to crush the concrete and masonry block on site to be used for gravel. The crushing would be from 7:00 am to 4:00 pm, Monday thru Friday beginning on July 1<sup>st</sup>.

**STAFF RECOMMENDATION:** NA

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** N/A

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Copy of permit and plan of operation.

**INITIATED/REQUESTED BY:** Mike Wieser

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

# BLASTING AND/OR ROCK CRUSHING PERMIT

Plan of operation for crushing concrete and masonry block and asphalt at N49 W6337 Western Rd.

Cedarburg, WI. 53012. We will only be crushing material that come from this site

Work Schedule will be Monday thru Fridays 7:00 am thru 4:00 pm

Crushing to be starting in July of 2022

Water misting will be used for dust control

Work being performed by BMCI Construction Inc.

## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.H.

**TITLE:** Discussion and possible action on request from Cedarburg Festivals Inc. to waive Police and DPW fees for Strawberry Festival

**ISSUE SUMMARY:** Festivals of Cedarburg is requesting to have police and DPW fees waived for Strawberry Festival. The estimated cost for police protection is \$18,000 and \$12,000 for DPW assistance in setup, which includes setting up/moving safety barriers as needed. The cost for both services has increased to ensure the safety of the public attending the festival.

**STAFF RECOMMENDATION:** Staff is seeking approval to utilize ARPA funds to help offset the police and DPW costs for providing security for Strawberry Festival. The utilization of ARPA funds for public safety is an acceptable use.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** None

**BUDGETARY IMPACT:** Use of ARPA Funds in the amount of \$18,000 for Police Department Staffing, \$12,000 DPW staffing. We currently have \$96,353 of ARPA funds that have not been allocated. (See attached spreadsheet).

**ATTACHMENTS:** Letter from Festivals of Cedarburg, ARPA Expenditures

**INITIATED/REQUESTED BY:** Festivals of Cedarburg

**FOR MORE INFORMATION CONTACT:** Administrator Mikko Hilvo



May 24, 2022

Mikko Hilvo  
City Administrator  
City of Cedarburg  
W63 N645 Washington Avenue  
Cedarburg, WI 53012

Dear Mikko,

Festivals of Cedarburg would like to request to have the police and DPW fees covered by the City of Cedarburg for Strawberry Festival 2022. Strawberry Festival is the event that underwrites all the other festivals. During COVID, revenues declined, and our reserves are now at an all-time low. Without some financial assistance, it will be difficult to hold Strawberry Festival. By not having to pay for the police and DPW services for this one festival it will ensure that future festivals can continue.

The estimated cost for police protection with the added security is \$18,000 and \$12,000 for DPW. Recently TP&D awarded us \$10,000 to help provide some start-up funds for Strawberry Festival and to elevate some of the financial strain. This request to the City is a one-time request for this funding so that we can get our financial bearings back after having to close due to COVID. We hope to get back to being self-sufficient and continue to pay these fees in the future.

We appreciate your consideration of this request. Please let us know if you need an additional information to help with your decision.

Regards,

Patrick Curran  
Executive Director

CITY OF CEDARBURG					
ARPA EXPENDITURES					
Reporting Period: 4/1/2022-3/31/2023					
(updated 5/25/22)					
PROJECT	DESCRIPTION	APPROVED ALLOCATION	EXPENDITURES 3/3/21-3/31/22	EXPENDITURES 4/1/22-3/31/23	TOTAL SPENT
BUSINESS ASSISTANCE	SMALL BUSINESS HELP	\$ 22,264.00	\$ 22,263.34	\$ -	\$ 22,263.34
	BUSINESS GRANTS FOR IMPROVEMENTS	\$ 60,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
NON-PROFITS	CEDARBURG CHAMBER OF COMMERCE	\$ 60,000.00	\$ -	\$ -	\$ -
CITY DEPARTMENT	PARKS AND RECREATION - BALL DIAMOND REPAIRS	\$ 10,000.00	\$ -	\$ -	\$ -
	CITY OF CEDARBURG - PARK UPGRADE	\$ 100,000.00	\$ -	\$ -	\$ -
	LIBRARY - CHROMEBOOKS	\$ 4,540.00	\$ -	\$ -	\$ -
	LIBRARY - INTERNET WORKSTATIONS	\$ 6,980.00	\$ -	\$ -	\$ -
	LIBRARY - ELECTRONIC BOOK DROP	\$ 60,000.00	\$ -	\$ -	\$ -
	PARKS AND RECREATION - INTERURBAN TRAIL	\$ 95,000.00	\$ -	\$ -	\$ -
	LIBRARY - SELF-CHECKOUT MACHINES	\$ 20,000.00	\$ -	\$ -	\$ -
	FIRE DEPARTMENT - NEW RADIO	\$ 1,604.95	\$ 1,604.95	\$ -	\$ 1,604.95
	FIRE DEPARTMENT - HAZARD PAY	\$ 42,058.86	\$ 42,058.86	\$ -	\$ 42,058.86
	FIRE DEPARTMENT - LOCKER ROOM	\$ 27,457.78	\$ 27,457.78	\$ -	\$ 27,457.78
	POLICE DEPARTMENT - PATROL VEHICLES	\$ 49,934.04	\$ 49,934.04	\$ -	\$ 49,934.04
	LIGHT & WATER - CAMERA SYSTEM	\$ 250,000.00	\$ -	\$ -	\$ -
	CLERKS/ELECTIONS - BADGER BOOKS	\$ 25,000.00	\$ -	\$ -	\$ -
	ENGINEERING - PLOTTER	\$ 9,000.00	\$ -	\$ -	\$ -
	CITY HALL - AC UNIT	\$ 160,000.00	\$ -	\$ 137,989.00	\$ 137,989.00
	DPW - SWEEPER/SCRUBBER	\$ 88,000.00	\$ -	\$ 11,238.32	\$ 11,238.32
	EHLERS - SERVICES	\$ 2,000.00	\$ 625.00	\$ 62.50	\$ 687.50
	POLICE DEPARTMENT - RIOT GEAR	\$ 9,850.00	\$ -	\$ 9,850.00	\$ 9,850.00
	COUNCIL CHAMBER - AUDIO	\$ 959.98	\$ -	\$ 959.98	\$ 959.98
	CPD Overtime-Memorial Day & 4th of July Parades	\$ 11,272.00	\$ -	\$ -	\$ -
	DPW Overtime-Memorial Day Parade	\$ 2,194.00	\$ -	\$ -	\$ -
TOTAL		\$ 1,118,115.61	\$ 143,943.97	\$ 165,099.80	\$ 309,043.77
	TOTAL AVAILABLE	\$ 1,214,469.24			309,043.77
	TOTAL ALLOCATED	\$ 1,118,115.61			
	Funds not allocated	\$ 96,353.63			0.00

## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.I.

**TITLE:** Discussion and possible action on Outdoor Alcohol Beverage License for The Stagecoach Inn at W61 N520 Washington Avenue; (Plan Comm. 6/6/2022)

**ISSUE SUMMARY:** The applicants are requesting approval of an Outdoor Alcoholic Beverage License to be able to serve drinks in the rear yard gathering area behind the Stagecoach Inn. As Council members are aware, Outdoor Alcohol Beverage Licenses are allowed under **Section 7-2-17** of the Licensing and Regulations chapter of the Code of Ordinances which states: **In making their determination on whether or not to approval an Outdoor Beverage License, the Common Council shall, on a case-by-case basis, take into consideration the size of the outdoor seating area and the location with respect to adjacent residential uses. Each applicant for an Outdoor Alcohol Beverage License shall accurately describe the outdoor seating area and shall indicate the nature of fencing or other measures intended to provide control over the operation of the outdoor seating area. The Plan Commission shall review all proposed Outdoor Alcohol Beverage Licenses to determine if they are harmful, offensive, or otherwise adverse to the surrounding neighborhood and shall recommend that the license be granted as requested, modified or denied. If the premises is within the Historic District, the Plan Commission shall take into consideration the recommendation of the Landmarks Commission. No amplified sound or music is permitted outside the enclosed (building) premises. Amplified sound or music is not permitted in the outdoor seating area subject to Section (c) herein. There shall be a licensed operator within the outdoor seating area at all times while in operation.**

**Staff Comments:**

The rear yard of this area is boarded by adjacent buildings and/or parking lots and is somewhat secluded and customer seating is to be within the fenced in area as indicated in their site plan attached. Ingress/egress to this area will be controlled by the applicant.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:** These plans were reviewed by the Landmarks Commission on May 26, 2022, who recommended approval as proposed by unanimous vote. At last Monday's meeting, the Plan Commission also recommended approval subject to the applicant submitting a scaled drawing of their site.

**BUDGETARY IMPACT:** n/a

**ATTACHMENTS:**

- Unapproved Plan Commission minutes from the June 6, 2022 meeting.
- Minutes from the May 26, 2022 Landmarks Commission meeting.
- Stagecoach Inn site plan and area photos.

**INITIATED/REQUESTED BY:** Bill and Ann Conley

**FOR MORE INFORMATION CONTACT:** Jonathan P. Censky, City Planner, 262-375-7610

# PLAT OF SURVEY

## BADGER SURVEYING CO., INC.

7970 NORTH 47TH ST.

BROWN DEER, WISCONSIN 53223

PHONE 354-9080

CLARENCE H. PIEPENBURG, PRESIDENT  
REGISTERED LAND SURVEYOR

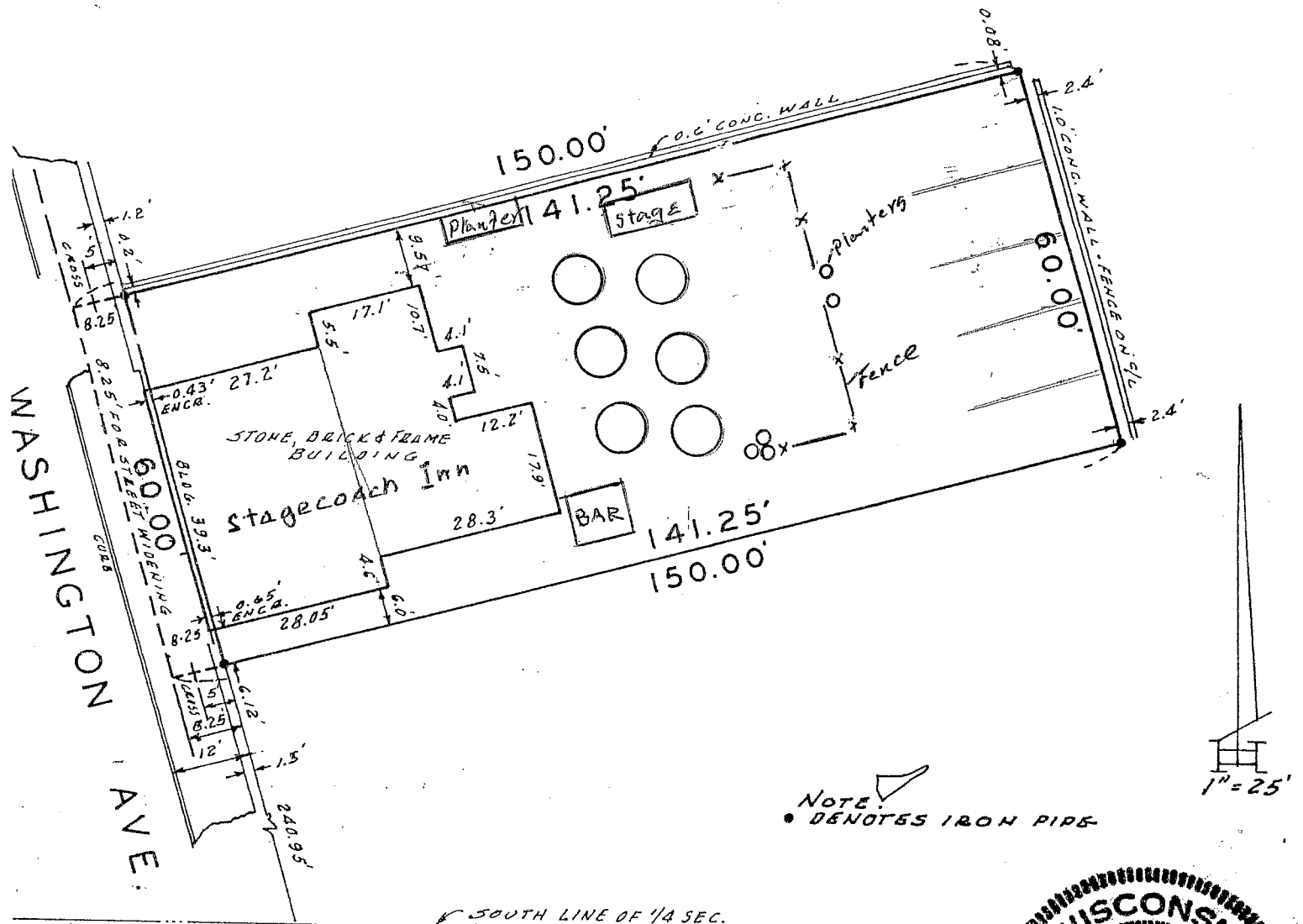
PROPERTY AT

W. 61 N. 520 Washington Avenue

OWNER.

### LEGAL DESCRIPTION

Lot 10, in Block 2, in Hilgen, Schroeder and Others Plat, in the South East 1/4 of Section 27, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, except the westerly 8.25 feet thereof taken for the widening of Washington Ave.



NOTE: X DENOTES IRON PIPE

"I have surveyed the above-described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements, roadways and visible encroachments.

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

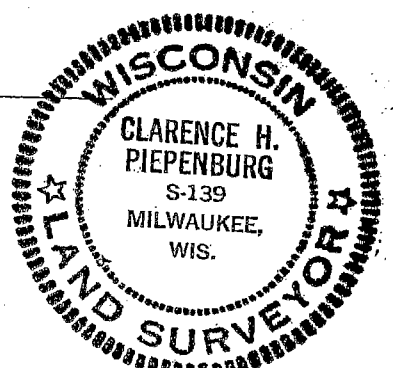
Prepared For Peter Plautz

at Brown Deer, Wisconsin this 22nd Day of April 19 82

Plat No. A83-179

Signed

Registered Clarence H. Piepenburg



THIS IS AN ORIGINAL PRINT ONLY  
IF SEAL IS IMPRINTED IN RED



CITY OF CEDARBURG  
W63 N645 Washington Avenue  
P.O. Box 49  
Cedarburg, WI 53012  
Telephone: (262) 375-7606  
Fax: (262) 375-7906

Copy  
5/12/22  
Landmarks  
6/6/22  
Plan

City Clerk

Fee - \$50

### APPLICATION FOR OUTDOOR ALCOHOLIC BEVERAGE LICENSE

Under the provisions of Chapter 125, Wis. Stats., the applicant must be in possession of a current Class B license. Name of individual, partnership or corporation with current Class B license:

Stagecoach 520 LLC

Premises address: W61 N520 Washington Ave.

Agent (if corporation): Anne Conley Business phone: 262 375-0208

Describe in detail the outdoor area intended for serving alcoholic beverages: (attach site plan)

Sq. footage of proposed outdoor serving area: 1500 Sq. footage of licensed premise: 1500

No amplified sound or music is permitted outside the enclosed premises (building). Amplified sound or music is not permitted in the outdoor serving area. There shall be a licensed operator in the outdoor serving area at all times when in operation.

Every outdoor serving area shall be completely enclosed with a fence or other measures. Indicate nature of fencing and other measures intended to provide control over the operation of the outdoor serving area:

Wall area dividing PWSB and Stagecoach  
Decorative fencing in areas Planters  
and signage  
Date 4/25/22 Signature Anne Conley

Chief of Police approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Plan Comm. approval: Date \_\_\_\_\_ Landmarks Comm. approval (if applicable): Date: \_\_\_\_\_  
Notification of property owners within 150 feet: \_\_\_\_\_ Common Council approval: \_\_\_\_\_  
Date Outdoor Alcoholic Beverage License issued: \_\_\_\_\_ License No.: \_\_\_\_\_

License outdoor alcoholic beverage 8/06

13-107-02-10-000 C32

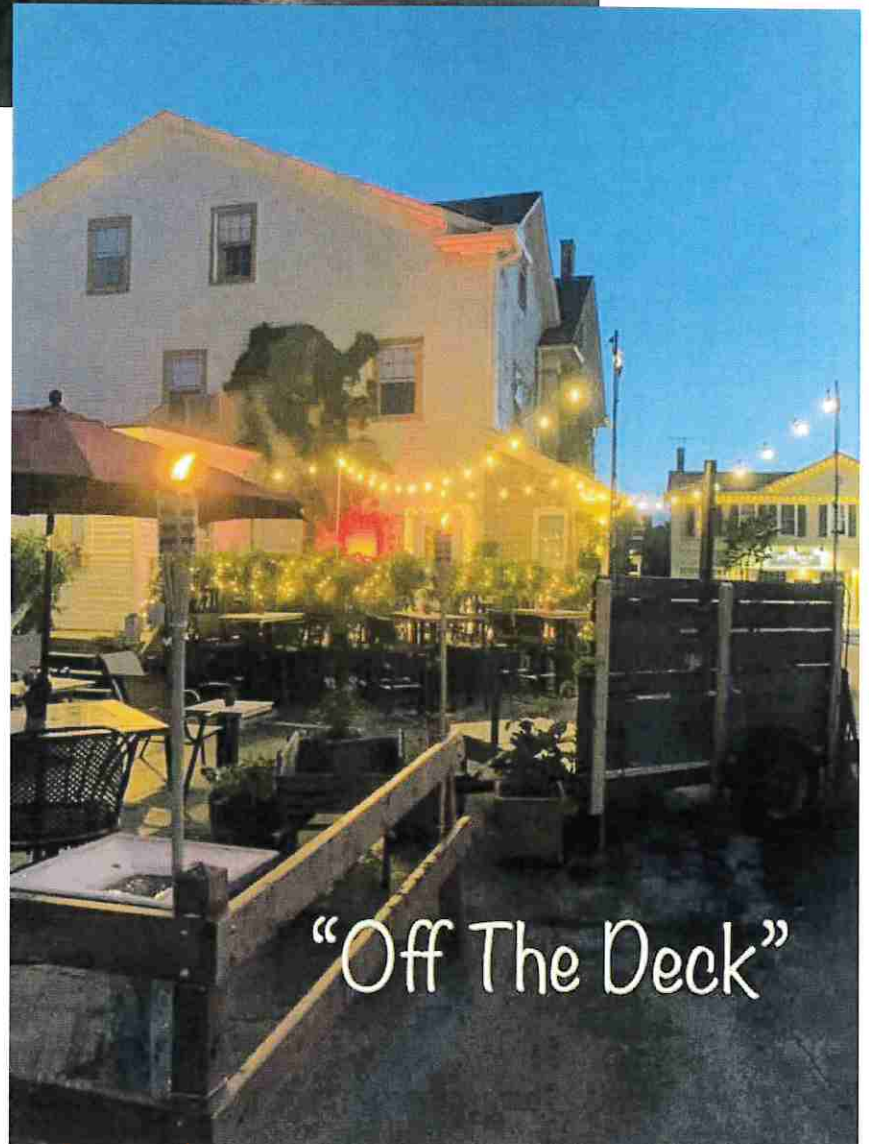
B-3/HPD  
Dist: 5

Previous:

Page 61 of 109

12/1/21 (bldg)

5/3/21 (outdoor bev license)



## June 6, 2022 Plan Commission excerpts

### **North Shore United Soccer Club, change in use of small Cedarburg Light & Water site from outside storage to a parking lot located at N143W6688 Layton Street.**

#### **Action:**

*A motion was made by Council Member Thome to approve request for a change in use of the above parcel from outside storage to a parking lot for the soccer field as proposed. This motion was seconded by Commissioner Voltz and passed without a negative vote with Commissioner Strautmanis excused.*

---

### **Stagecoach Inn, recommendation of outdoor alcohol beverage license for business located at W61N520 Washington Avenue.**

#### **Action:**

*A motion was made by Mayor O'Keefe to recommend approval for an outdoor alcoholic beverage license pending City Staff approval of the revised site plan that distinguishes where patrons are allowed to consume alcohol. The motion was seconded by Vice Chairperson Kinzel and passed without a negative vote with Commissioner Strautmanis excused.*

---

### **Fairway Village, final plat review and approval for Phase 2 of their subdivision located at W73N1122 Washington Avenue.**

#### **Action:**

*A motion was made by Vice Chairperson Kinzel to recommend final plat approval subject to the following conditions:*

- 1. Show drainage and utility easements on the plat. Addition of a 12-foot wide drainage easement.*
- 2. All impact fees and the fee-in-lieu of parkland dedication will apply at building permit acquisition.*
- 3. As with the first phase, the developer shall be required to install public sidewalks and street trees along the Washington Avenue frontage.*
- 4. This subdivision includes 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) and shall be reviewed and approved by the City Engineer.*
- 5. Builders are responsible for obtaining groundwater evaluations when designing basements and disclosing these results to lot owners.*

*The motion was seconded by Council Member Thome and passed without a negative vote with Commissioner Strautmanis excused.*

---

**COMMENTS AND SUGGESTIONS FROM CITIZENS** – None

**REGULAR BUSINESS**

**Consider New Sign Plan for Sal's Pizza Located at W63N635 Washington Avenue; and Action Thereon.**

Sal's Pizza did not send a representative to the meeting. The business will use the same sign bracket as the current sign. The business is changing the appearance of the sign to better match the colors in the building; additionally, the business is proposing to replace the deteriorating stencils on the windows.

**Action:**

Commissioner Smith made a motion to approve the signage as proposed. Commissioner Krimmel seconded the motion. Motion carried without a negative vote with Council Member Forbes and Commissioner Pape excused.

**Consider New Color Scheme for the Brandywine Non-Contributing Building Located at W61N480-82 Washington Avenue; and Action Thereon.**

Petitioner Rhiannon Wilson represented Brandywine, and stated that her goal is to have the building painted before they initially opened the business; however, other tasks took precedence. Petitioner Wilson is currently soliciting bids for siding repairs and painting, and is proposing that the building be painted with Benjamin Moore Blue Note 2129-30, and the trim be painted with Benjamin Moore Midnight Dream 2129-10.

**Action:**

Commissioner Krimmel made a motion to approve the color scheme as proposed. Commissioner Kubala seconded the motion. Motion carried without a negative vote with Council Member Forbes and Commissioner Pape excused.

**Consider Recommending Outdoor Alcohol Beverage License Approval for the Stagecoach Inn Building Located at W61N520 Washington Avenue; and Action Thereon.**

Petitioner Anne Conley represented the Stagecoach Inn. Planner Censky explained that their license application will need review from both the Landmarks and Plan Commissions, and then move on to the Common Council for final consideration. Earlier this year, the Petitioners submitted a proposal to install a fence on the north side of their property; however, now that their permanent outbuilding has been approved, they will no longer be moving forward with the installation of a fence.

**Action:**

Commissioner Forbes made a motion to approve the outdoor alcohol beverage license for the summer of 2022, until construction begins on the new outbuilding. Commissioner Krimmel seconded the motion. Motion carried without a negative vote with Council Member Forbes and Commissioner Pape excused.

**Consider Removal of Exterior Paint on Pivotal Brick Building Located at W62N562 Washington Avenue; and Action Thereon.**

Planner Censky explained that the City has established a façade improvement grant program, and building owner Sandy Wirth requested approval from the Façade Improvement Committee to repaint his building. However, the Committee objected to the addition of another layer of paint to

## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.J.

**TITLE:** Discussion and possible action on 2023 Health Insurance Plan for City Employees

**ISSUE SUMMARY:** With increasing health care costs to the City, the Personnel Committee has reviewed and recommended changes to the 2023 health insurance plan. The best long-term option for the city is to move to the State local deductible plan beginning in 2023. The plan will require employees to pay 12% of the premium but it will provide them with a lower deductible and include dental coverage. We have also added a gym membership reimbursement program, that will be managed by the city, to offset the loss of that benefit which is currently provided by our insurance carrier. The process of becoming part of the State program will require us to go through an underwriting process at a cost of \$3000. The underwriting will determine the level of risk that the City employees bring to the program. The risk level will then determine what our surcharge will be for the first and second year of being on the plan. Based on past experience we are estimated to be in the high-risk category. With the surcharges we will not see a savings in 2023 but will see it in 2024 and following years. The benefits to the City to move to the State plan is that the annual increases will be considerably lower than any other health insurance company and the employee is sharing in paying towards the premium. The benefit to the employee is the lower deductible, more stable premium increases, gym membership reimbursement, and 100% coverage of dental insurance. The only concern is the narrow network of healthcare providers that the State plan offers.

**STAFF RECOMMENDATION:** Staff recommends moving to the State local deductible plan beginning in 2023. Staff also recommends spending \$3,000 for the underwriting process.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Personnel Committee recommends moving to the State local deductible plan beginning in 2023.

**BUDGETARY IMPACT:** Negative for 2023 to cover surcharges but positive beginning in 2024. The long-term positive budgetary impact outweighs the negative short-term impact. Estimated increase in health insurance cost for 2023 is \$332,151. (Estimated State Plan = \$1,527,958 – 2022, Budgeted = \$1,195,807)

**ATTACHMENTS:** Personnel Committee Minutes, 2022 - 2023 Health Insurance Comparisons

**INITIATED/REQUESTED BY:** Mikko Hilvo, City Administrator

**FOR MORE INFORMATION CONTACT:** Mikko Hilvo, City Administrator

**CITY OF CEDARBURG  
PERSONNEL COMMITTEE  
May 25, 2022**

**PER20220525-1  
UNAPPROVED**

A meeting of the Personnel Committee of the City of Cedarburg, Wisconsin, was held on Tuesday, May 25, 2022 via the Zoom app. The meeting was called to order at 7:05 p.m. by Council President Patricia Thome.

Roll Call: Present - Council Members Patricia Thome (Chair), Sherry Bubnitz, Robert Simpson

Also Present - City Administrator Mikko Hilvo, City Clerk Tracie Sette, Treasurer/Finance Director Kelly Livingston, Cedarburg Light & Water Administrative Manager Mari Lauer

**STATEMENT OF PUBLIC NOTICE**

City Clerk Sette 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 had requested copies, and by posting in accordance with the Wisconsin Open Meetings law.

**APPROVAL OF MINUTES**

Motion made by Council Member Bubnitz, seconded by Council Member Thome, to approve the minutes of the May 25, 2021 Personnel Committee meeting. Motion carried without a negative vote.

**CONSIDER CHANGES TO 2023 HEALTH INSURANCE AND MAKE RECOMMENDATION TO COMMON COUNCIL**

Cedarburg Light & Water Administrative Manager Mari Lauer explained the new options for health insurance for City employees beginning in 2023. Employees may choose between Network Health and WEA Trust-East. Both plans include dental coverage and a gym reimbursement for employees and spouses. The deductible for both plans would be much less than current deductibles with WPS insurance. The impact to the City's budget would be much lower with either of the new plans as compared with the current insurance.

A motion was made by Council Member Bubnitz, seconded by Council Member Simpson, to recommend to the Common Council to move to the State Health Insurance plan with a local deductible program for 2023. Motion carried without a negative vote.

**DISCUSS NEXT MEETING DATE**

No additional Personnel Committee meetings were scheduled.

**ADJOURNMENT**

A motion was made by Council Member Bubnitz, seconded by Council Member Thome, to adjourn the meeting at 7:34 p.m. Motion carried without a negative vote.

Tracie Sette  
City Clerk

**Current HDHP Plan - \$3,000/\$6,000 deductible, 92% employer contribution + 73% dental**

		2022 MAX EMPLOYER CONTRIBUTION	2023 MAX EMPLOYER CONTRIBUTION	2024 MAX EMPLOYER CONTRIBUTION	2025 MAX EMPLOYER CONTRIBUTION
Projected Increase			15%	15%	15%
EMPLOYEE ONLY	18	\$828.59	\$942.94	\$1,073.07	\$1,221.15
EE + SPOUSE	13	\$1,785.12	\$2,031.47	\$2,311.81	\$2,630.84
EE + CHILDREN	2	\$1,562.57	\$1,778.21	\$2,023.60	\$2,302.86
FAMILY	21	\$2,400.20	\$2,731.43	\$3,108.36	\$3,537.32
MONTHLY PREMIUM CITY		\$91,650.56	\$104,298.33	\$118,691.50	\$135,070.93
ANNUAL PREMIUM CITY		\$1,099,806.68	\$1,251,580.00	\$1,424,298.04	\$1,620,851.17
ANNUAL GYM REIMBURSEMENT			\$0.00	\$0.00	\$0.00
ANNUAL OPT OUT	20		\$96,000.00	\$96,000.00	\$96,000.00
ANNUAL MAX SURCHARGE			\$0.00	\$0.00	\$0.00
<b>ANNUAL CITY CONTRIBUTION</b>			<b>\$1,347,580.00</b>	<b>\$1,520,298.04</b>	<b>\$1,716,851.17</b>

**State Dedictible Plan - \$500/\$1,000 deductible, 88% employer contribution + 100% dental + gym reimbursement**

		2022 MAX EMPLOYER CONTRIBUTION	2023 MAX EMPLOYER CONTRIBUTION	2024 MAX EMPLOYER CONTRIBUTION	2025 MAX EMPLOYER CONTRIBUTION
Projected Increase			6%	6%	6%
EMPLOYEE ONLY	18	\$741.40	\$785.88	\$833.04	\$883.02
FAMILY	36	\$1,822.43	\$1,931.78	\$2,047.68	\$2,170.54
MONTHLY PREMIUM CITY		\$78,952.68	\$83,689.84	\$88,711.23	\$94,033.91
ANNUAL PREMIUM CITY		\$947,432.16	\$1,004,278.09	\$1,064,534.77	\$1,128,406.86
ANNUAL GYM REIMBURSEMENT			\$12,960.00	\$12,960.00	\$12,960.00
ANNUAL OPT OUT	20		\$96,000.00	\$96,000.00	\$96,000.00
ANNUAL MAX SURCHARGE			\$414,720.00	\$207,360.00	\$0.00
<b>ANNUAL CITY CONTRIBUTION</b>			<b>\$1,527,958.09</b>	<b>\$1,380,854.77</b>	<b>\$1,237,366.86</b>

2022 WPE Deductible program compared to current WPS HDHP. Deductibles are for Network Plan (the lowest cost network plan) available to employees.

Benefits for	"Deductible" Program Option 4*/14 ET-2158	Current HDHP
Premiums	\$842.50 Individual \$2,070.94 Family	\$898.03 Individual \$2,600.40 Family
Deductible	\$500 Individual \$1,000 Family  (prescriptions do not count toward your deductible)	\$3,000 Individual \$6,000 Family  (embedded, individual does not have to meet full family deductible)
Office Visit Copay	None  (except \$60 ER copay if not admitted directly from ER)	None
Coinsurance	After deductible, none  (except 20% for DME, adult hearing aids and adult cochlear implants)	None  (except for prescription drug copays)
Annual out-of-pocket limit (OOPL)	\$500 Individual \$1,000 Family  (add't applies to DME, adult cochlear implants and levels 3 & 4 prescription drugs)	\$3,000 Individual \$6,000 Family

The underwriting process (\$3,000) will determine the level of risk. If requested data of three years is not provided, highest surcharge will be applied. The surcharge was updated in 2021, previously it hadn't changed for 5 years.

CITY OF CEDARBURG							
First 12 Months							
	High Risk						Low Risk
Surcharge	\$800	\$700	\$600	\$500	\$400	\$300	\$200
Family Plan	36	36	36	36	36	36	36
	\$28,800	\$25,200	\$21,600	\$18,000	\$14,400	\$10,800	\$7,200
Surcharge	\$320	\$280	\$240	\$200	\$160	\$120	\$80
Single Plan	18	18	18	18	18	18	18
	\$5,760	\$5,040	\$4,320	\$3,600	\$2,880	\$2,160	\$1,440
TOTAL MONTHLY SURCHARGE	\$34,560	\$30,240	\$25,920	\$21,600	\$17,280	\$12,960	\$8,640
ANNUAL SURCHARGE	\$414,720	\$362,880	\$311,040	\$259,200	\$207,360	\$155,520	\$103,680
CITY OF CEDARBURG							
Second 12 Months							
	High Risk						Low Risk
Surcharge	\$400	\$350	\$300	\$250	\$200	\$150	\$100
Family Plan	36	36	36	36	36	36	36
	\$14,400	\$12,600	\$10,800	\$9,000	\$7,200	\$5,400	\$3,600
Surcharge	\$160	\$140	\$120	\$100	\$80	\$60	\$40
Single Plan	18	18	18	18	18	18	18
	\$2,880	\$2,520	\$2,160	\$1,800	\$1,440	\$1,080	\$720
TOTAL MONTHLY SURCHARGE	\$17,280	\$15,120	\$12,960	\$10,800	\$8,640	\$6,480	\$4,320
ANNUAL SURCHARGE	\$207,360	\$181,440	\$155,520	\$129,600	\$103,680	\$77,760	\$51,840
TOTAL SURCHARGE	\$622,080	\$544,320	\$466,560	\$388,800	\$311,040	\$233,280	\$155,520

LOCAL DEDUCTIBLE w/DENTAL PROGRAM COSTS											
\$500/\$1,000 deductible, \$0 office co-pay, 0% co-insurance after deductible, No OOP/L after deductible											
NETWORK PLAN				WEA PLAN				ACCESS PLAN			
MONTHLY EE CONTRIBUTION	MONTHLY EE COMPENSATION IMPACT	BIWEEKLY EE CONTRIBUTION	ANNUAL EE CONTRIBUTION	MONTHLY EE CONTRIBUTION	MONTHLY EE COMPENSATION IMPACT	BIWEEKLY EE CONTRIBUTION	ANNUAL EE CONTRIBUTION	MONTHLY EE CONTRIBUTION	MONTHLY EE COMPENSATION IMPACT	BIWEEKLY EE CONTRIBUTION	ANNUAL EE CONTRIBUTION
\$101.10	\$78.86	\$46.66	\$1,213.20	\$240.00	\$187.20	\$110.77	\$2,880.00	\$427.08	\$333.12	\$197.11	\$5,124.96
\$248.51	\$193.84	\$114.70	\$2,982.12	\$595.75	\$464.69	\$274.96	\$7,149.00	\$1,063.47	\$829.51	\$490.83	\$12,761.64

## Annual Employee Impact

DEDUCTIBLE PROGRAM + NETWORK PLAN W-2 IMPACT					
Hourly Rate	Annual Salary	Biweekly Contribution Single	Percent of Annual Salary	Biweekly Contribution Family	Percent of Annual Salary
\$15.00	\$31,200.00	\$46.66	3.89%	\$114.70	9.56%
\$20.00	\$41,600.00	\$46.66	2.92%	\$114.70	7.17%
\$25.00	\$52,000.00	\$46.66	2.33%	\$114.70	5.73%
\$30.00	\$62,400.00	\$46.66	1.94%	\$114.70	4.78%
\$35.00	\$72,800.00	\$46.66	1.67%	\$114.70	4.10%
\$40.00	\$83,200.00	\$46.66	1.46%	\$114.70	3.58%
\$45.00	\$93,600.00	\$46.66	1.30%	\$114.70	3.19%
\$50.00	\$104,000.00	\$46.66	1.17%	\$114.70	2.87%
\$55.00	\$114,400.00	\$46.66	1.06%	\$114.70	2.61%
\$60.00	\$124,800.00	\$46.66	0.97%	\$114.70	2.39%
\$65.00	\$135,200.00	\$46.66	0.90%	\$114.70	2.21%
\$70.00	\$145,600.00	\$46.66	0.83%	\$114.70	2.05%
\$75.00	\$156,000.00	\$46.66	0.78%	\$114.70	1.91%
DEDUCTIBLE PROGRAM + WEA PLAN W-2 IMPACT					
Hourly Rate	Annual Salary	Biweekly Contribution Single	Percent of Annual Salary	Biweekly Contribution Family	Percent of Annual Salary
\$15.00	\$31,200.00	\$110.77	9.23%	\$274.96	22.91%
\$20.00	\$41,600.00	\$110.77	6.92%	\$274.96	17.19%
\$25.00	\$52,000.00	\$110.77	5.54%	\$274.96	13.75%
\$30.00	\$62,400.00	\$110.77	4.62%	\$274.96	11.46%
\$35.00	\$72,800.00	\$110.77	3.96%	\$274.96	9.82%
\$40.00	\$83,200.00	\$110.77	3.46%	\$274.96	8.59%
\$45.00	\$93,600.00	\$110.77	3.08%	\$274.96	7.64%
\$50.00	\$104,000.00	\$110.77	2.77%	\$274.96	6.87%
\$55.00	\$114,400.00	\$110.77	2.52%	\$274.96	6.25%
\$60.00	\$124,800.00	\$110.77	2.31%	\$274.96	5.73%
\$65.00	\$135,200.00	\$110.77	2.13%	\$274.96	5.29%
\$70.00	\$145,600.00	\$110.77	1.98%	\$274.96	4.91%
\$75.00	\$156,000.00	\$110.77	1.85%	\$274.96	4.58%

Employees may use any one of the 16 health plans (network) offered throughout the state; however, most employees choose one that is nearby. Ozaukee County has two networks, Network Health and WEA Trust - East. All counties have another option, the Access network.

Network Health	WEA Trust - East	Access
Froedtert & the Medical College of Wisconsin Health System	Aurora Health Care	Nationwide coverage options
Children's Hospital of Wisconsin	Ascension Wisconsin (Columbia St. Mary's, Ministry, Wheaton Franciscan)	
Ascension Wisconsin (Columbia St. Mary's, Ministry, Wheaton Franciscan)	Marshfield Clinic	
Prevea Health	Prevea Health	
Bellin Health	ThedaCare Health System	
Agnesian Healthcare		

## CITY OF CEDARBURG

**MEETING DATE:** June 13, 2022

**ITEM NO:** 8.K.

**TITLE:** Approval of a resolution for Inclusion under the Wisconsin Public Employers' group health insurance program to participate in the Deductible HMO-Standard PPO W/Dental, P04 plan beginning January 1, 2023.

**ISSUE SUMMARY:** A resolution is required by the common council to approve our participation in the State Health Insurance Program.

**STAFF RECOMMENDATION:** Staff recommends approving the resolution and approving the City Administrator as the authorized employer representative.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**BUDGETARY IMPACT:** None

**ATTACHMENTS:** Resolution for Inclusion (Blank), ETF Document on how to become a participating employer.

**INITIATED/REQUESTED BY:** Mikko Hilvo, City Administrator

**FOR MORE INFORMATION CONTACT:** Mikko Hilvo, City Administrator



City of Cedarburg  
Resolution No. 2022-18  
**Resolution for Inclusion Under the  
Wisconsin Public Employers'  
Group Health Insurance Program**

Wisconsin Department  
of Employee Trust Funds  
PO Box 7931  
Madison WI 53707-7931  
1-877-533-5020 (toll free)  
Fax 608-267-4549  
etf.wi.gov

RESOLVED, by the Common Council of the City of Cedarburg  
(Governing Body) (Employer Legal Name)

that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to offer the Wisconsin Public Employers (WPE) Group Health Insurance Program to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).

All participants in the WPE Group Health Insurance Program will need to be enrolled in a program option. An employer may elect participation in program options listed below, **with each program option to be offered to different employee classifications (pursuant to collective bargaining). Individual employees cannot choose between program options.**

We choose to participate in the (check applicable options):

- ☐ Traditional HMO-Standard PPO W/ Dental, P02  
☒ Deductible HMO-Standard PPO W/ Dental, P04  
☐ Coinsurance HMO-Standard PPO W/ Dental, P06  
☐ High Deductible Health Plan HMO-Standard HDHP PPO W/ Dental, P07  
☐ Traditional HMO-Standard PPO W/O Dental, P12  
☐ Deductible HMO-Standard PPO W/O Dental, P14  
☐ Coinsurance HMO-Standard PPO W/O Dental, P16  
☐ High Deductible Health Plan HMO-Standard HDHP PPO W/O Dental, P17

The large group (50 or more employees) underwriting and enrollment process takes 120 days. (Small groups of 49 or less employees do not go through underwriting and take 60 days.) All groups are eligible to enroll effective January 1, April 1, July 1, or October 1.

**RESOLUTION EFFECTIVE DATE:** (select one date): June 13, 2022

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

**CERTIFICATION**

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_ and that said resolution has not been repealed or amended, and is now in full force and effect.

☐ I further certify that we offered insurance to our employees immediately prior to joining this program.

Dated this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

Federal tax identification number (FEIN/TIN)

Authorized employer representative signature

**69-036-**

ETF employer identification number

Authorized employer representative printed name

Number of eligible employees \_\_\_\_\_

Authorized representative title

Employer county

Employer benefit contact email address

Mailing address

For ETF use only - EFFECTIVE DATE  
OF COVERAGE ENTERED BY ETF:



# How to Join the Wisconsin Public Employers' Group Health Insurance Program

Department of Employee Trust Funds  
P.O. Box 7931  
Madison, WI 53713

Employer Communications Center  
1-877-533-5020

[etf.wi.gov](http://etf.wi.gov)

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#### **Submit materials or questions to:**

Employer Services, ATTN: Program Manager  
Department of Employee Trust Funds  
P.O. Box 7931  
Madison, WI 53707-7931

Fax: 608-266-5801

Toll-free telephone: 1-877-533-5020

Email: [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov)

## **Chapter 1: General Information**

The Wisconsin Public Employers (WPE) Group Health Insurance Program (Program) offers WRS-eligible employees of local government employers the opportunity to choose between multiple health insurance plans. The Program became available to state employees in 1960 and to local government employees in 1987.

## Chapter 2: How to Join

### 201: Employer Eligibility

To be eligible to join the WPE Program, an employer must either:

1. Already participate in the Wisconsin Retirement System (WRS), or
2. Be covered by a [Section 218 agreement](#) with the Social Security Administration

### 202: Timeline to Join

All eligible employers may join each quarter beginning:

First Quarter	Second Quarter	Third Quarter	Fourth Quarter
January 1	April 1	July 1	October 1

The enrollment process can take up to **four months** and involves several major steps:

1. Underwriting for large employers only (50+ WRS-eligible employees): 4-6 weeks
2. Selecting Program Option: 2 weeks
3. Enrolling employees: 4 weeks
4. Processing enrollment: 2 weeks

The entire process requires various actions by the employer, employees, and ETF throughout, and the steps listed are just an overview. Complete information is available in the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#).

### 203: Underwriting for Large Employers (50+ WRS-eligible Employees)

Large employers with 50 or more WRS-eligible employees (and small employers who may reach that level prior to the effective date) must undergo a process called underwriting. Underwriting determines if a new large employer *may* have to pay a *temporary* surcharge (in addition to regular premiums) to participate in the WPE Group Health Insurance Program.

1. Underwriting takes 4-6 weeks and determines any added risk an employer's group would bring to the Program
2. Based on that risk, employers *may* be assessed a surcharge per contract (typically up to 24 months)
3. Surcharges for the 2021 Program ranged from \$80-320/month for Single plans and \$200-\$800/month for Family plans

For more information about how to proceed with underwriting, please see the Underwriting Checklist/Questionnaire at the end of this brochure.

### 204: Employer Selects a Program Option

A new employer will select a Program Option or benefit design to offer its employees. The Program Options vary based on premiums and employee out-of-pocket costs.

All Program Options provide access to all health plans. "Health plans" refers to insurance companies that contract with networks of doctors and hospitals. Employees choose the health plan they want. Employers do NOT limit the choice of health plans for their employees. Employers also choose whether their Program Option will include dental benefits.

## 204A: Program Option Comparison

Use the chart below to compare the different Program Options:

Benefits for	“Traditional” Program Option 2*/12 ET-2128	“Deductible” Program Option 4*/14 ET-2158	“Local” Program Option 6*/16 ET-2168	“HDHP” Program Option 7*/17 ET-2169
Premiums <sup>1</sup>	\$\$\$\$	\$\$\$	\$\$	\$
Deductible <sup>2</sup>	No deductible	\$500 Individual \$1,000 Family  ( <u>Not</u> affected by prescription drug copays)	\$250 Individual \$500 Family  ( <u>Not</u> affected by prescription drug copays)	\$1,500 Individual \$3,000 Family  ( <u>Affected</u> by prescription drug paid full cost)
Office Visit Copay <sup>3</sup>	None	None	\$15 Primary Care \$25 Specialty Care	\$15 Primary Care \$25 Specialty Care
Coinsurance <sup>4</sup>	None  (except 20% for DME <sup>6</sup> , adult hearing aids and adult cochlear implants)	After deductible, None  (except 20% for DME <sup>6</sup> , adult hearing aids, and adult cochlear implants)	After deductible, 10%  (except for office visit copays)	After deductible, 10%  (except for office visit and prescription drug copays)
Annual out- of-pocket limit (OOPL): <sup>5</sup>	None  (except \$500/person for DME <sup>6</sup> and adult cochlear implants)	After deductible, None  (except \$500/person for DME <sup>6</sup> and adult cochlear implants)	\$1,250 Individual \$2,500 Family  (Does <u>not</u> include prescription drug copays)	\$2,500 Individual \$5,000 Family  ( <u>Does</u> include prescription drug)

\*Program Options 2, 4, 6, and 7 offer employees the option to enroll in Uniform Dental Benefits

1. Premium: Monthly payment from employer to ETF; Includes both employer's and employees' share of premium

2. Deductible: Annual dollar amount that each individual or family must pay before health plan pays for any medical expenses

3. Copay: A set dollar amount for office visits, but not services like lab and x-ray

4. Coinsurance: The percentage of medical expenses that a patient pays after meeting a deductible

5. Out-of-Pocket-Limit (OOPL): The maximum amount an individual or family would pay in a year through deductible, copays, and coinsurance

6. Durable Medical Equipment (DME): Items that can withstand repeated use, such as wheelchairs or crutches

## 204B: Uniform Benefits

All Program Options and all health plans have Uniform Benefits—they cover the same medical services and procedures. Additionally, they all have the same prescription drug copayments and coinsurance outlined in the table below:

Prescription Drug Benefits	Copayment/Coinsurance (For detail including prescription drug out-of-pocket limits, visit <a href="http://etf.wi.gov">etf.wi.gov</a> )	
	Level 1	\$5
	Level 2	20% (\$50 max)
	Level 3	40% (\$150 max)
	Level 4 Preferred	\$50

**NOTE:** PO 7/17 (“HDHP”) Members pay full cost of drugs out-of-pocket until deductible is met

## 204C: Uniform Dental Benefit (UDB)

Employers choose whether to select a Program Option with or without Uniform Dental Benefits (UDB). UDB offers preventive coverage for cleanings, fillings, and other basic services.

Once employers join the WPE Program, they can file a resolution annually to make changes.

If employers *do* select a Program Option with UDB, employees who enroll in health insurance have the choice whether or not to also enroll in UDB.

For more information about Uniform Dental Benefits, please see the Fact Sheet [here](#).

## 204D: Employer Files Resolution

Once an employer selects a Program Option, they submit a [Resolution for Inclusion Under WPE Group Health Insurance \(ET-1324\)](#) at least 90 days prior to the intended start date. Large employers should undergo underwriting prior to submitting a resolution, in the event that any surcharge changes their decision to join the Program.

Employers should also submit with their Resolution:

- [Online Network for Employers Security Agreement \(ET-8928\)](#): Allows the employer to add, delete, and change online access for ETF programs (NOTE: Submit ET-8928 for each person who needs access)
- [Designation of Agent \(ET-1313\)](#): Names employee(s) authorized to represent the employer for ETF-related matters

## 204E: Employee and Employer Cost

Employer contributions toward health insurance coverage are limited to those described in Wisconsin Statutes § 40.05(4). The most common method used to determine cost sharing is the 88% Calculation Method. For other methods see Section 205 in the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#).

Under the 88% Calculation Method, the employer pays the following towards WRS-eligible employees' monthly premiums:

- **50% FTE or greater:** Employer pays 50-88% of the average premium cost of qualified tier one health plans in their county for employees
- **49% FTE or less:** Employer pays 25-50% of health plan monthly premium for employees

The following example shows how you might calculate employer contribution for individual coverage:

- ABC County has three qualified tier one health plans with the following individual premiums:
  - Dynamic Docs Health Care: \$1,200/month
  - Magnificent Medical Care: \$1,000/month
  - Punctual Provider Care: \$800/month
- The average premium cost for the qualified tier one plans is:
  - (Total sum of tier one plans added together) / (total number of tier one plans)
  - $(\$1,200 + \$1,000 + \$800) = \$3,000$  Total sum
  - $\$3,000 / 3 = \$1,000$  average
- Employer share range:
  - 50-88% of \$1,000 = \$500-\$880

If a county does not have a qualified tier one health plan, the State Maintenance Plan (SMP) would be available and its rates set the 88% Calculation Method. Premium rates change annually. For the most current information, please visit our website [here](#) and scroll down to the 88% tables under Local premium rates.

## 205: Enrolling Employees

### 205A: Initial Enrollment—Employees Choose Health Plans

After the employer files a resolution, ETF will notify the employer when to offer a 30-day initial enrollment period for the employees to select a health plan. All Program Options have the same health plans. Each health plan is an insurance company that has its own network of doctors, hospitals, and clinics.

Employees are encouraged to verify that a doctor or point of service is providing services under the health plan selected. Examples of health plans are Dean Health Insurance or Network Health Plan.

Most health plans have limited, regional provider networks and so can offer lower cost premiums. However, employees have the choice to enroll in the Access Plan, which has a nationwide network, and is more expensive than other plans.

**NOTE:** Employees *must* choose the Access Plan during initial enrollment if:

- The Employer does not currently cover its employees with group health insurance plans
- The employee is not insured under the Employer's current health insurance program
- The employee is insured for single coverage and wants to enroll in family coverage
- The employee is hired after the Resolution of Inclusion and before the effective date

## 205B: Employee Eligibility

### WRS Employers:

All employees, including part-time and seasonal employees, participating in the WRS are eligible for coverage if the employer elects to participate in this program. **All WRS-eligible employees must be offered coverage for group health insurance.** Visit Section 401 in the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#) or call 1-877-533-5020 if you have questions about employee eligibility.

**Non-WRS Employers** covered by a [Section 218 agreement](#) with the Social Security Administration:

Health insurance eligibility is based on the criteria below:

- Employees covered by any WRS employer **before July 1, 2011** must be:
  - Expected to work 440 hours for teachers and educational support staff, and 600 hours for all others; *and*
  - Expected to work at least one year (365 consecutive days, 366 in leap year) from their date of hire.
- Employees who were never in the WRS *or* were covered by any WRS employer **on or after July 1, 2011** must be:
  - Expected to work 880 hours for teachers and educational support staff, and 1,200 hours for all others; *and*
  - Expected to work at least one year (365 consecutive days, 366 in leap year) from their date of hire.

Contact ETF at 1-877-533-5020 to discuss employee eligibility.

## 205C: Retirees, COBRA, and Surviving Dependents

Retired employees, terminated employees, and surviving dependents *currently* enrolled in their employer's health insurance program are eligible under the WPE Program, but employers have no responsibility to contribute to their premiums and can continue coverage at group rates. Members who are not currently participating in the employer's current insurance program cannot enroll in the Program. For more information on their eligibility, please see Section 401 in the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#).

## 205D: Medicare Coordination

All health plans have coverage options coordinated with Medicare. Once retired members become eligible for and enroll in Medicare Parts A and B, they still remain covered by their health plans, but have less expensive premiums since Medicare pays much of any claim costs.

Active employees should not enroll in Medicare Part B until they retire under WRS. If active employees have questions about Medicare, they should contact Social Security Administration (SSA) and inform SSA that they are enrolled in an *active* employer group health insurance plan.

Covered retirees, and their dependents, must enroll in both Parts A and B when eligible for Medicare.

For more information about Medicare eligibility, please see Section 1102 of the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#).

## 206: Processing Enrollment

### 206A: Processing Communication

ETF delivers employer announcements, **exclusively** through ETF E-mail Updates. Once the employer files a resolution to join the WPE Program, the employer's agent is required to receive, forward as necessary, and act as required for all ETF E-mail Updates. There is no charge for this service.

**Prevent Emails From Delivery to SPAM Folder:** Add [etfwi@public.govdelivery.com](mailto:etfwi@public.govdelivery.com) to your email address book to prevent Employer Bulletins and other notices from ending up in a SPAM folder. If you use a spam filter, add [etfwi@public.govdelivery.com](mailto:etfwi@public.govdelivery.com) to the whitelist. If you have questions, please call the Employer Communication Center at 1-877-533-5020.

### 206B: Minimum Participation Requirements

New employers must meet and maintain minimum participation levels from their employees during initial enrollment, otherwise they cannot participate.

Large employers (with 50+ WRS participants eligible employees) must achieve a 65% participation rate of all eligible employees to join the WPE Program.

Small employers (49 or fewer WRS eligible employees) must meet the following enrollment levels:

<u>Group Size</u>	<u>Minimum Enrollment</u>
1	1
2-4	2
5-6	3
7	4
8-9	5
10	6
11-49	70%

Certain employees can be "waived" from an employer's count of "eligible" employees if:

- Covered by a plan not sponsored by the employer
- Enrolled in a similar plan sponsored by the employer
- Annualized medical premium contribution exceeds 10% of their annualized gross earnings

**NOTE:** An employer may **only** deduct the allowable "**waives**" from the overall group when the **initial** group size of employees that participate in the WRS is 49 or fewer.

Employers wishing to join the WPE Program that have different collective bargaining units (e.g. Police and Firefighters) *may* have separate *outside* insurance for their units; however, the minimum participation level must be met based on the number of **all** WRS-eligible employees.

## Chapter 3: After Joining

### 301: Annual Open Enrollment

After joining the WPE Program, employees will have an annual open enrollment period, also known as It's Your Choice (IYC). Open enrollment is a 30-day period every fall and new changes become effective January 1 of the following year.

Open enrollment represents an opportunity for subscribers to:

- Change health plans
- Switch from single to family or from family to single coverage
- Enroll in new coverage if previously declined (employees only)

Employees who declined enrolling when newly hired will need to wait for annual open enrollment to participate unless they have a qualifying life event (see Section 302-B).

### 302: Adding Members

#### 302A: Enrolling New Employees

Once an employer participates in the Program, any newly hired WRS-eligible employee may enroll in health insurance within specific timeframes:

1. Within 30 days of the date of hire
  - a. Employees responsible for full premium until the employer contribution begins
  - b. Coverage effective first of month following date of hire (or day of hire if hired on first)
2. Within 30 days of the date the employer contributes to the premium
  - a. Employers pay 50-88% of premium, employees pay the remainder
  - b. Effective no later than first of month following six months WRS service. Employers may want to start their contributions no later than the first of the month preceding the employee's completion of 90 days of qualified employment.

#### 302B: Life Events

Employees who experience a qualifying life events (such as marriage or birth) can enroll in health insurance and add dependents as well. For the full list of qualifying life events, please visit [etf.wi.gov](http://etf.wi.gov) and search for Life Event Guide for the current year or see Section 601A in the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#).

#### 302C: Continuation (COBRA) and Conversion

As permitted by state and federal law, employees and their dependents are eligible for continuation (COBRA) and conversion of WPE health insurance at **full monthly premium rates** after their eligibility ends (e.g. terminating employment). For more information about COBRA and Conversion, please see Section 1001 in the [Local Employer Health Insurance Standards, Guidelines and Administration Manual \(ET-1144\)](#).

### 303: Employer Termination of Participation

Participation in the WPE Program is optional, and an employer can withdraw from the program at the end of any calendar year. To terminate participation, an employer must submit a [Resolution to Withdraw from the WPE Group Health Insurance Program \(ET-1318\)](#) to ETF no later than October 15.

**NOTE:** A newly participating employer must agree to continue participation in the WPE Program for a minimum of three years if they have been assigned a surcharge or if a second plan is retained.

Following an employer's withdrawal from the program, any participant, including retirees, survivors & COBRA continuants will no longer be eligible for coverage.

Employers withdrawing from the WPE Program cannot re-apply for participation in the program for three years and will have to go through underwriting again if they have 50+ WRS-eligible employees.

ETF may also terminate an employer's participation in the program if the employer fails to maintain the minimum participation level of eligible employees or otherwise violates the terms of the contract.

## Chapter 4: Additional Resources

### More Information

If you have any questions not covered here, you may contact:  
Department of Employee Trust Funds  
Employer Services, ATTN: Program Manager  
P. O. Box 7931  
Madison, WI 53707-7931

Toll free telephone: 1-877-533-5020

Email: [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov)

Fax: 608-266-5801

Internet site: [etf.wi.gov](http://etf.wi.gov)

### Resolution for Inclusion Forms

[Resolution for Inclusion Under WPE Group Health Insurance \(ET-1324\)](#)

[Resolution for Inclusion Under Second Group Health Plan \(ET-1325\)](#)

**Wisconsin Public Employers  
Large Group Underwriting Checklist/Questionnaire**

(For groups with 50 or more WRS-eligible employees.)

**Do not file a resolution until you have received your group's rates and your governing body has decided to accept them.**

All Information must be sent to:  
Employer Services, ATTN: Program Manager  
PO Box 7931, Madison, WI 53707-7931  
Fax (608) 266-5801  
Email: [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov)

- ☐ Check made out to Segal Consulting for \$3,000 for the cost of underwriting.
- ☐ Employer Questionnaire checklist from ET-1139 (this form)
- ☐ WRS Group Name: \_\_\_\_\_.
- ☐ Employer Identification Number (EIN): \_\_\_\_\_.
- ☐ Federal Employer Identification Number (FEIN): \_\_\_\_\_.
- ☐ Group Contact/WRS Agent (name): \_\_\_\_\_.
- ☐ Group Contact phone: \_\_\_\_\_ Fax: \_\_\_\_\_.
- ☐ Email Address: \_\_\_\_\_.
- ☐ Group Physical Address: \_\_\_\_\_ Mailing Address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ County Location of Employer: \_\_\_\_\_.
- ☐ Desired Effective Date (Offered no sooner than 120 days from the renewal/effective date of the client): \_\_\_\_\_.
- ☐ Number of *all* employees on payroll including part time, seasonal whether or not they meet WRS eligibility requirements: \_\_\_\_\_.
- ☐ Number of WRS eligible employees including part time, seasonal: \_\_\_\_\_.
- ☐ Number of insured retirees: \_\_\_\_\_.
- ☐ Number of COBRA continuants: \_\_\_\_\_.
- ☐ US Dept. of Labor- Standard Industrial Classification (SIC) code (for example: 9199: General Government, Not Elsewhere Classified): #\_\_\_\_\_.
- ☐ What is your *current* employer contribution and *anticipated* contribution guideline?:  
Current: \_\_\_\_\_ Anticipated: \_\_\_\_\_.

- ❑ What is your *current* probationary period? What is your *anticipated* probationary period for health insurance eligibility? ETF recommends less than 90 days to avoid potential ACA penalties (e.g., 1<sup>st</sup> of the month following 60 days):  
Current: \_\_\_\_\_ Anticipated: \_\_\_\_\_
- ❑ Current insurance carrier & years enrolled: \_\_\_\_\_.
- ❑ Most recent State Department of Workforce Development quarterly Wage and Tax Report statement. This report must include employee names. This report can be sent by secure email to [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov) or mailed with this checklist.
- ❑ Send electronic census data by secure e-mail to [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov) or on disc that is mailed with this checklist. Your census data will be for all eligible employees (noting those employees who are in their probationary period), retirees, former employees receiving COBRA benefits (include COBRA end date) and employees waiving coverage under the current benefit plan. Census data should include:
  - The employee by name, employee number, or numeric assigned number
  - Date of birth or age
  - Sex
  - Current status of their insurance EE (single), EC (employee/child{ren}), ES (employee/spouse), F (family) preferable. At a minimum EE & F.
  - Zip code of the employee's address
- ❑ **For current self-funded groups and insured groups with experience data, send by secure email to [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov) or on disc that is mailed with this checklist:**
  - Twenty-four months (month by month, 12 months minimum) of claims data
  - Enrollment data (month by month summary of enrollment by single, limited family, family)
  - Benefit plans in force for each year of rate history
  - Employer contribution
  - **High cost claims data (over \$25,000) detail including dollar amount, diagnosis, current status (enrolled or cancelled) and prognosis (if available). This information cannot include name, Social Security number, or any information that would identify the individual.**
  - Current rates by benefit plan. For self-funded groups, current COBRA/funding rates and/or current specific stop loss, aggregate stop loss, and administrative fees and aggregate factors by plan.
- ❑ **For insured groups with carriers who do not provide experience data, send by secure e-mail to [ETFSMBESSNewEmployer@etf.wi.gov](mailto:ETFSMBESSNewEmployer@etf.wi.gov) or on disc that is mailed with this checklist\*:**
  - 3 years of rate history and renewal calculations, including renewal rates
  - Enrollment (summary of enrollment by single, limited family, and family) for each of 3-year rate history
  - Benefit plans in force for each year of rate history
  - High cost claim (over \$25,000) detail including dollar amount, diagnosis, current status (enrolled or cancelled) and prognosis (if available). **Note: Claims data cannot include name, Social Security number, or any information that would identify the individual.**

\* Note: Groups that consist of 50-100 active WRS-eligible employees may have to request this information, in writing, from their current plan. If it is not received by ETF, your group may be assigned to the highest surcharge amount.

**CITY OF CEDARBURG  
COMMON COUNCIL  
MAY 23, 2022**

A special meeting of the Common Council of the City of Cedarburg, Wisconsin, was held on Monday, May 23, 2022, at City Hall, W63 N645 Washington Avenue, second floor, Council Chambers, and online utilizing the Zoom app.

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

Roll Call:            Present -    Council Members Jack Arnett, Sherry Bublit, Kristin Burkart, Rick Verhaalen, Patricia Thome, Robert Simpson, Angus Forbes

                         Also Present -    City Administrator Mikko Hilvo, Attorney Michael Herbrand, City Clerk Tracie Sette, Water Recycling Superintendent Dennis Grulkowski, Engineering & Public Works Director Mike Wieser, news media and interested citizens.

**STATEMENT OF PUBLIC NOTICE**

At Mayor O’Keefe’s request, City Clerk Sette 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. Citizens present were welcomed and encouraged to provide their input during the citizen comment portion of the meeting.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** - None

**NEW BUSINESS**

**DISCUSSION AND POSSIBLE ACTION ON AMENDMENT TO THE DEVELOPER’S AGREEMENT FOR PHASE 2 OF THE FAIRWAY VILLAGE SUBDIVISION**

Engineering and Public Works Director Mike Wieser explained Neumann Development is moving forward with Phase 2 of Fairway Village. Phase 2 consists of (7) townhome units and (31) single family lots for a total of (113) units in the entire development. In order for the work to begin on Phase 2, the City must amend the original Developer’s Agreement. The amendment addresses the following items:

- Requires the Developer to extend sanitary sewer along Washington Avenue to the north property line
- Requires the Developer to pay for and install two fully improved intersections with Washington Avenue
- Updates the Schedule of Values for Financial Guarantee
- Updates the Completion Schedule
- Updates the oversizing costs Light and Water will provide the Developer for installation of the water main

A motion was made by Council Member Verhaalen, seconded by Council Member Arnett, to approve the amendment to the Developer's Agreement for Phase 2 of the Fairway Village Subdivision. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 2022-16 APPROVING THE 2021 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR) FOR CEDARBURG WATER RECYCLING CENTER**

The Compliance Maintenance Annual Report (CMAR) is a Department of Natural Resources (DNR) summary report used to determine the effectiveness of the sewerage system to meet DNR permit limits. It is also used as an indicator for areas of the system that may need improvement. In 2021, there were no points deducted from any categories in the report. No action for improvement in the system is needed.

Water Recycling Superintendent Dennis Grulkowski explained that despite the excellent ratings received from the State, age is taking a toll on the facilities.

A motion was made by Council Member Burkart, seconded by Council Member Bublitz, to approve Resolution No. 2022-16 approving the 2021 CMAR report for the Water Recycling Center. Motion carried without a negative vote.

**DISCUSSION AND POSSIBLE ACTION ON MAYORAL APPOINTMENTS OF COUNCIL MEMBERS SHERRY BUBLITZ AND ROBERT SIMPSON TO THE PERSONNEL COMMITTEE**

A motion was made by Council Member Bublitz to appoint Robert Simpson and herself to the Personnel Committee, seconded by Council Member Simpson. Motion carried without a negative vote.

**CONSENT AGENDA:**

- **CONSIDER APPROVAL OF 2022-2023 ALCOHOL AND OPERATOR LICENSES (PER LIST BELOW)**
- **DISCUSSION AND POSSIBLE ACTION ON PAYMENT OF BILLS DATED 5/4/2022 THROUGH 5/13/2022, TRANSFERS FOR THE PERIOD 5/7/2022 THROUGH 5/20/2022 AND PAYROLL FOR PERIOD 5/1/2022 THROUGH 5/14/2022**
- **APPROVAL OF MAY 9, 2022 COMMON COUNCIL MEETING MINUTES**

A motion was made by Council Member Thome, seconded by Council Member Bublitz, to approve the consent agenda. Motion carried without a negative vote.

**CONSIDER APPROVAL OF 2022-2023 ALCOHOL AND OPERATOR LICENSES FOR:**

**Class "A" fermented malt beverage and "Class A" cider only (off-premise consumption only):**

Speedway LLC, 3200 Hackberry Rd., Irving, TX 75063, Laura M. Streubing, Agent, premises to be licensed: W63N121 Washington Avenue, known as **Speedway 4203**.

**Class “B” fermented malt beverage and “Class B” intoxicating liquor (on or off-premise consumption):**

Lime Cantina Inc., W62N550 Washington Avenue, Cedarburg, WI 53012, Bradley J. Devorkin, Agent, premises to be licensed: W62N550 Washington Avenue, known as **Lime Cantina**.

Art of Joy, LLC, W63N644 Washington Avenue, Cedarburg, WI , Stephanie Hayes, Agent, premises to be licensed: W63N644 Washington Avenue, known as **Art of Joy**.

**New Operator License applications for the period ending June 30, 2023:**

Donna H. Bornitz  
Abigail J. Didier  
Jeffrey D. Fischer  
Catherine Frohman

Emma J. Jacque  
Bradley J. Larson  
Dianna P. Lightner  
Cheyenne E. Lutz

Kelly B. Northridge  
Rebecca J. Rice  
Emily R. Schemenauer  
Jeffrey A. Wandschneider

**Renewal Operator License applications for period ending June 30, 2023**

Carol A. Ameen  
Deborah Bath  
Justin A. Bauer  
Joey M. Baumle  
Tamara J. Behling  
Michael C. Besaw  
Adam J. Bougie  
Jody L. Brzezinski  
Daniel M. Burback  
Karen T. Cannon  
Callen L. Cummings  
Brady S. Curtis  
Christina N. Gabrielson  
Jeanette L. Gabrys  
Kathleen Griffin  
Angela L. Habermann  
Christine M. Habich  
H. Michael Hagerman  
Anthony Havel  
Jake G. Hebda  
Jill Hepburn

Elizabeth N. Hoffman  
Peter J. Jackson  
Tracey M. Jackson  
Jaime L. Jacobson  
Dennis F. Jaeger  
Marylee Katzka  
Randall H. Kison  
Stacy J. Kowalkowski  
Adam M. Kressmer  
Audrey L. Krick  
Brian A. Kurlinski  
Edmund A. Kwaterski  
James D. Lake  
Kathleen A. Lanser  
Mark E. Larson  
Cynthia M. Larson  
Linda K. Martens  
Rosanne M. Mitchell  
Gregory P. Myers  
Sharon L. Nelson

Jamie N. Nevins  
Nick M. Nevins  
Debra M. Newell  
Marybeth S. Nicolosi  
Benjamin C. Nummerdor  
Annmarie J. Oswald  
Hadley W. Pape  
Christine L. Pope  
James C. Rahming  
Erin A. Riley  
Chad W. Schmidt  
Erin E. Schmidt  
Eric L. Siudak  
Michelle L. Taraboi  
David E. Taylor  
Ethan E. Taylor  
Kerry K. Tharp  
Robert Vanderloop  
Stephen R. Wilson  
James W. Zipter

**ADMINISTRATOR’S REPORT**

Administrator Hilvo explained the City is in the process of hiring a new Building Inspector. Roger Kison, who currently conducts inspections, will continue to do residential and commercial inspections upon Building Inspector Baier’s retirement.

**CITY CLERK’S REPORT ON LIQUOR LICENSES**

City Clerk Sette provided a brief overview of the steps involved in non-renewing and revoking a liquor license. There are specific violations that allow the Council to act on a non-renewal or revocation. She also explained the City currently has three (3) Reserve liquor licenses.

**COMMENTS AND SUGGESTIONS FROM CITIZENS** – None

**COMMENTS AND ANNOUNCEMENTS BY COUNCIL MEMBERS**

Council Member Bublitz was appalled at an article in the News Graphic about a man walking down Washington Avenue where someone yelled a profane comment the man believed was directed towards himself.

Council Member Arnett explained new flood zone maps are available. He encouraged everyone, including business owners, to review the new maps. He also informed the Council about the works of Paul Yank, late Cedarburg artist, which will be on display at the Cultural Center on Thursday, May 26, 2022, from 5:00 p.m. – 7:00 p.m. He also mentioned the Art Museum beer garden will be opening June 9, 2022.

**MAYOR’S REPORT** - None

**ADJOURNMENT**

A motion was made by Council Member Arnett, seconded by Council Member Burkart, to adjourn the meeting at 7:26 p.m. Motion carried without a negative vote.

Tracie Sette  
City Clerk

06/07/2022 10:56 AM

User: mrusso

DB: Cedarburg

## CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE FROM 05/20/2022 - 06/03/2022

Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
05/20/2022	PWBDD	40763	ASSESSMENT TECHNOLOGIES, LLC	PROFESSIONAL SERVICES	500210	515400	11,700.00
05/20/2022	PWBDD	40765*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	28.13
05/20/2022	PWBDD	40766	BRADLEY MCDONALD	OTHER EXPENSES	500390	555140	50.00
05/20/2022	PWBDD	40767	BRAUN TK ELEVATOR	EQUIPMENT/CAPITAL OUTLAY	500380	518100	1,127.27
05/20/2022	PWBDD	40768	BURKE TRUCK & EQUIPMENT INC.	MAINTENANCE PARTS	500353	533210	44.03
05/20/2022	PWBDD	40770	CEDAR CORPORATION	MAINT/CONTRACTED SERVICES	500290	533720	2,200.00
05/20/2022	PWBDD	40771	CEDARBURG LIGHT & WATER	DUE TO LIGHT AND WATER	256200	000000	580.99
				DUE TO L&W IMPACT FEES	256201	000000	1,945.00
				DUE TO L&W IMPACT FEES	256201	000000	1,945.00
				DUE TO L&W IMPACT FEES	256201	000000	1,945.00
				TIM O'BRIEN HOMES W72N1121 AUGUSTA LN	256201	000000	1,945.00
				TIM O'BRIEN HOMES N115W6981 CABOT CT	256201	000000	1,945.00
				CHECK PWBDD 40771 TOTAL FOR FUND 100:			10,305.99
05/20/2022	PWBDD	40773*#	CHARTER COMMUNICATIONS	ACCTS REC - FIRE DEPARTMENT	136100	000000	211.89
				TELEPHONE/COMMUNICATIONS	500225	513100	7.57
				TELEPHONE/COMMUNICATIONS	500225	513200	7.57
				TELEPHONE/COMMUNICATIONS	500225	514100	37.83
				INTERNET	500220	514700	1,075.79
				TELEPHONE/COMMUNICATIONS	500225	515400	15.13
				TELEPHONE/COMMUNICATIONS	500225	515600	22.70
				TELEPHONE/COMMUNICATIONS	500225	518100	65.79
				TELEPHONE/COMMUNICATIONS	500225	522110	423.73
				TELEPHONE/COMMUNICATIONS	500225	522230	15.13
				TELEPHONE/COMMUNICATIONS	500225	522310	15.13
				INTERNET	500220	522410	139.98
				TELEPHONE/COMMUNICATIONS	500225	522410	22.70
				TELEPHONE/COMMUNICATIONS	500225	533110	22.90
				TELEPHONE/COMMUNICATIONS	500225	533210	30.50
				OPERATING SUPPLIES	500350	533210	119.98
				TELEPHONE/COMMUNICATIONS	500225	555140	15.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				INTERNET	500220	555510	119.98
				INTERNET	500220	555510	107.98
				INTERNET	500220	555510	127.97
				TELEPHONE/COMMUNICATIONS	500225	566310	15.13
				CHECK PWBDD 40773 TOTAL FOR FUND 100:			2,620.51
05/20/2022	PWBDD	40775	CIVIC PLUS	PROFESSIONAL SERVICES	500210	514100	1,653.99
05/20/2022	PWBDD	40776	COMPLETE OFFICE OF WISCONSIN	MAINTENANCE SUPPLIES	500340	522100	185.86
05/20/2022	PWBDD	40777	CONVERGENT SOLUTIONS, INC.	REPAIR AND MAINTENANCE	500240	522100	1,194.90
05/20/2022	PWBDD	40779	FIRST ADVANTAGE	PROFESSIONAL SERVICES	500210	533311	81.20
05/20/2022	PWBDD	40780	FIVE CORNERS DODGE	REPAIR AND MAINTENANCE	500240	522120	130.00
05/20/2022	PWBDD	40783*#	GUETZKE & ASSOCIATES, INC.	PROFESSIONAL SERVICES	500210	533210	825.00
05/20/2022	PWBDD	40784	HI-LINE INC.	MAINTENANCE PARTS	500353	533210	348.07
05/20/2022	PWBDD	40786*#	JANI-KING OF MILWAUKEE	PROFESSIONAL SERVICES	500210	518100	2,808.00
				PROFESSIONAL SERVICES	500210	522100	1,872.00
				OPERATING SUPPLIES	500350	533210	398.34
				CHECK PWBDD 40786 TOTAL FOR FUND 100:			5,078.34
05/20/2022	PWBDD	40787	JESSICA MICHNA	PROFESSIONAL SERVICES	500210	555140	180.00
05/20/2022	PWBDD	40789	MATHESON TRI-GAS INC	MAINTENANCE PARTS	500353	533210	52.98
05/20/2022	PWBDD	40790	MID-MORaine MUNIC. ASSOCIATION	TRAVEL & TRAINING	500330	513200	18.00
05/20/2022	PWBDD	40791	MIKE BAIER	AWARDS, SUPPLIES	500343	519200	200.00
05/20/2022	PWBDD	40794	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	566310	26.24
05/20/2022	PWBDD	40795	OFFICE DEPOT	OFFICE SUPPLIES	500310	533110	24.27
05/20/2022	PWBDD	40796	ONTECH SYSTEMS, INC	PROFESSIONAL SERVICES	500210	514700	690.00
				PROFESSIONAL SERVICES	500210	514700	306.44
				CHECK PWBDD 40796 TOTAL FOR FUND 100:			996.44

06/07/2022 10:56 AM

User: mrusso

DB: Cedarburg

## CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

CHECK DATE FROM 05/20/2022 - 06/03/2022

Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
05/20/2022	PWBDD	40797*#	OWEN'S OFFICE SUPPLIES	OFFICE SUPPLIES	500310	515600	621.66
05/20/2022	PWBDD	40798#	QUILL CORP.	COMPUTER/COPIER SUPPLIES	500312	514100	55.53
				OFFICE SUPPLIES	500310	533110	12.53
				CHECK PWBDD 40798 TOTAL FOR FUND 100:			68.06
05/20/2022	PWBDD	40799	RAINBOW TREE CARE		500210	555510	1,713.96
				MECTINITE QUART BOTTLES, ITEM #1125	500290	555510	19,195.68
				CHECK PWBDD 40799 TOTAL FOR FUND 100:			20,909.64
05/20/2022	PWBDD	40802	SHARP ELECTRONICS CORPORATION	EQUIPMENT OUTLAY	500385	514700	934.12
05/20/2022	PWBDD	40803	SHERRILL, INC	REPAIR AND MAINTENANCE	500240	555510	269.99
				REPAIR AND MAINTENANCE	500240	555510	238.95
				CHECK PWBDD 40803 TOTAL FOR FUND 100:			508.94
05/20/2022	PWBDD	40804*#	STATE CHEMICAL SOLUTIONS	OPERATING SUPPLIES	500350	533210	264.27
05/20/2022	PWBDD	40805	STREICHER'S POLICE EQUIPMENT	UNIFORMS	500346	522120	184.05
05/20/2022	PWBDD	40806	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
05/20/2022	PWBDD	40808	WAYSIDE NURSERIES, INC.	TREES AND SUPPLIES	500341	555510	188.00
05/20/2022	PWBDD	40809*#	WE ENERGIES	NATURAL GAS-0713912926-00011	500224	518100	540.54
				NATURAL GAS-0713912926-00006	500224	518100	607.30
				NATURAL GAS-0713912926-00001	500224	518100	537.73
				NATURAL GAS-0711276804-00002	500224	522100	1,038.79
				NATURAL GAS-0711276804-00001	500224	522100	10.23
				NATURAL GAS-0713912926-00003	500224	522230	753.61
				NATURAL GAS-0713912926-00008	500224	522230	631.44
				NATURAL GAS-0713912926-00004	500224	522410	67.73
				NATURAL GAS-0713912926-00009	500224	533210	525.94
				NATURAL GAS-0719886467-00001	500224	555510	161.50
				NATURAL GAS-0707973696-00001	500224	555510	88.54

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Fund: 100 GENERAL FUND							
CHECK PWBDD 40809 TOTAL FOR FUND 100:							4,963.35
05/20/2022	PWBDD	40810	WISCONSIN DEPT OF JUSTICE	TELEPHONE/COMMUNICATIONS	500225	522110	1,421.00
05/27/2022	PWBDD	40811	ABLE DISTRIBUTING	REPAIR AND MAINTENANCE	500240	555510	422.04
05/27/2022	PWBDD	40813*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	518100	95.29
				TELEPHONE/COMMUNICATIONS	500225	522110	104.12
				TELEPHONE/COMMUNICATIONS	500225	522230	91.27
				TELEPHONE/COMMUNICATIONS	500225	533210	87.82
				CHECK PWBDD 40813 TOTAL FOR FUND 100:			378.50
05/27/2022	PWBDD	40814	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522110	1,059.62
05/27/2022	PWBDD	40816*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	533210	37.30
05/27/2022	PWBDD	40817	BILL SCHNITZER PLUMBING LLC	REPAIR AND MAINTENANCE	500240	555510	1,161.20
05/27/2022	PWBDD	40819	CALLAHAN BLUM, ERIN	PROF SERV - WATERCLR INSTR	500210	555140	441.00
05/27/2022	PWBDD	40820	CARLIN HORTICULTURAL SUPPLIES	OPERATING SUPPLIES	500350	533311	313.56
05/27/2022	PWBDD	40821	CASPERS TRUCK EQUIPMENT	MAINTENANCE SUPPLIES	500340	533450	732.71
05/27/2022	PWBDD	40822	CEDARBURG LIGHT & WATER	JEAN GORSKI N38W5593 BURR LN-YEAR	256200	000000	96.65
				DUE TO LIGHT AND WATER	256200	000000	225.56
				CHECK PWBDD 40822 TOTAL FOR FUND 100:			322.21
05/27/2022	PWBDD	40823	CEDARBURG VETERINARY CLINIC	K-9 UNIT EXPENSE	500352	522120	69.62
05/27/2022	PWBDD	40824	CHUCK MOEGENBURG	REPAIR AND MAINTENANCE	500240	518100	110.00
05/27/2022	PWBDD	40826	CLEAR ARMOR	REPAIR AND MAINTENANCE	500240	522100	9,450.00
05/27/2022	PWBDD	40828	DOUGLAS EYSSAUTIER	PARK RENTAL FEES	467200	000000	22.50
05/27/2022	PWBDD	40829	EGELHOFF LAWNMOWER SERVICE	REPAIR AND MAINTENANCE	500240	555510	207.98
05/27/2022	PWBDD	40831#	FASTENAL COMPANY	MAINTENANCE PARTS	500353	533210	35.70
				REPAIR AND MAINTENANCE	500240	533440	45.01

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Fund: 100 GENERAL FUND							
CHECK PWBDD 40831 TOTAL FOR FUND 100:							80.71
05/27/2022	PWBDD	40832	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	51.39
05/27/2022	PWBDD	40833*#	GUETZKE & ASSOCIATES, INC.	WATER SERVICE	500226	518100	825.00
				REPAIR AND MAINTENANCE	500240	522100	825.00
				REPAIR AND MAINTENANCE	500240	522230	825.00
CHECK PWBDD 40833 TOTAL FOR FUND 100:							2,475.00
05/27/2022	PWBDD	40834	HAHM DEVELOPMENTS LLC	DEVELOPERS AGREEMENT HIDDEN GROVE	239251	000000	2,500.00
05/27/2022	PWBDD	40837*#	HOUSEMAN & FEIND, LLP	EXTRAORDINARY SERVICES	500211	516100	4,694.50
				ATTORNEY/CONSULTANT	500212	522110	758.50
CHECK PWBDD 40837 TOTAL FOR FUND 100:							5,453.00
05/27/2022	PWBDD	40839	LAKESHORE TECHNICAL COLLEGE	TRAVEL & TRAINING	500330	522120	440.00
05/27/2022	PWBDD	40842	NAPA AUTO PARTS	MAINTENANCE PARTS	500353	533210	26.60
05/27/2022	PWBDD	40843*#	NEWMAN CHEVROLET	GAS AND OIL EXPENSE	500351	522120	60.05
05/27/2022	PWBDD	40848	OZAUKEE COUNTY CLERK OF COURTS	COURT PENALTIES & COSTS	451101	000000	150.00
05/27/2022	PWBDD	40849	QUILL CORP.	OFFICE SUPPLIES	500310	515600	167.06
05/27/2022	PWBDD	40850	REGISTER OF DEEDS	RECORDING FEES	500311	514100	30.00
05/27/2022	PWBDD	40851	REGISTRATION FEE TRUST	SUPPLIES AND EXPENSES	500347	522120	169.50
05/27/2022	PWBDD	40852	RICOH USA, INC.	REPAIR AND MAINTENANCE	500240	522110	209.48
05/27/2022	PWBDD	40855	SAN-A-CARE, INC.	MAINTENANCE PARTS	500353	533210	441.45
05/27/2022	PWBDD	40857	SHERWIN INDUSTRIES, INC.	ROADSAVER 221, DETACK AND FIBER MIX	500240	533311	7,230.95
05/27/2022	PWBDD	40858	SITEONE LANDSCAPE SUPPLY	REPAIR AND MAINTENANCE	500240	555510	248.50
05/27/2022	PWBDD	40859	TAPCO	SIGNS	500363	533311	2,904.50
05/27/2022	PWBDD	40860	TRANS UNION LLC	TELEPHONE/COMMUNICATIONS	500225	522110	60.00

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Fund: 100 GENERAL FUND							
05/27/2022	PWBDD	40861	TRANSUNION RISK AND ALTERNATIVE	TELEPHONE/COMMUNICATIONS	500225	522110	75.00
05/27/2022	PWBDD	40862	TRUCK EQUIPMENT INC	MAINTENANCE PARTS	500353	533210	352.23
05/27/2022	PWBDD	40863	UNIFIRST CORPORATION	OPERATING SUPPLIES	500350	533210	52.47
05/27/2022	PWBDD	40864	W. & E. RADTKE	SUPPLIES AND EXPENSES	500347	555220	801.60
05/27/2022	PWBDD	40865	WAUKESHA LANDSCAPE SUPPLY LLC	RECYCLING EXPENSES	500344	533730	1,000.00
05/27/2022	PWBDD	40866	WAYSIDE NURSERIES, INC.	SUPPLIES AND EXPENSES	500347	555220	1,089.75
05/27/2022	PWBDD	40867#	WM CORPORATE SERVICES, INC	MAINT/CONTRACTED SERVICES	500290	533710	42,053.76
				MAINT/CONTRACTED SERVICES	500290	533730	21,597.61
				CHECK PWBDD 40867 TOTAL FOR FUND 100:			63,651.37
06/03/2022	PWBDD	40868	A LYNEIS ELECTRIC LLC	REPAIR AND MAINTENANCE	500240	533440	207.25
06/03/2022	PWBDD	40869	AMERICAN DEFENSE MFG LLC	EQUIPMENT/CAPITAL OUTLAY	500380	522120	1,460.00
06/03/2022	PWBDD	40871	AT&T MOBILITY	TELEPHONE/COMMUNICATIONS	500225	522410	123.38
06/03/2022	PWBDD	40874	BEAR GRAPHICS, INC.	OFFICE SUPPLIES	500310	514200	649.95
				OFFICE SUPPLIES	500310	514200	712.45
				CHECK PWBDD 40874 TOTAL FOR FUND 100:			1,362.40
06/03/2022	PWBDD	40875*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	522410	20.95
				OPERATING SUPPLIES	500350	533210	110.02
				OPERATING SUPPLIES	500350	533210	96.27
				OPERATING SUPPLIES	500350	533210	69.06
				OPERATING SUPPLIES	500350	533210	3.41
				MAINTENANCE PARTS	500353	533210	3.14
				MAINTENANCE PARTS	500353	533210	19.58
				CHECK PWBDD 40875 TOTAL FOR FUND 100:			322.43
06/03/2022	PWBDD	40881*#	CEDARBURG LIGHT & WATER	TIM O'BRIEN HMS-N110W7033 AUGUSTA LN	256201	000000	1,945.00
				HALEN HOMES W72N1150 AUGUSTA LN #57	256201	000000	1,945.00
				HALEN HOMES W72N1152 AUGUSTA LN #58	256201	000000	1,945.00

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Fund: 100 GENERAL FUND							
				CHECK PWBDD 40881 TOTAL FOR FUND 100:			5,835.00
06/03/2022	PWBDD	40882	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	522110	434.00
06/03/2022	PWBDD	40884	D & D FENCE	REPAIR AND MAINTENANCE	500240	518100	1,400.00
06/03/2022	PWBDD	40886	ELIZABETH ROLLAND	PROFESSIONAL SERVICES - TAIJI INSTR	500210	555140	51.00
06/03/2022	PWBDD	40888	FP SOLUTIONS LLC	REPAIR AND MAINTENANCE	500240	522100	500.00
06/03/2022	PWBDD	40889#	GRAFTON ACE HARDWARE	OPERATING SUPPLIES	500350	533210	179.95
				OPERATING SUPPLIES	500350	533210	4.49
				REPAIR AND MAINTENANCE	500240	533440	6.29
				CHECK PWBDD 40889 TOTAL FOR FUND 100:			190.73
06/03/2022	PWBDD	40892	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	522110	400.00
06/03/2022	PWBDD	40893	INTERNATIONAL SOCIETY OF	REPAIR AND MAINTENANCE	500240	555510	120.00
06/03/2022	PWBDD	40894	J R BOEHLKE INC	MAINT/CONTRACTED SERVICES	500290	555510	99.00
				MAINT/CONTRACTED SERVICES	500290	555510	385.00
				MAINT/CONTRACTED SERVICES	500290	555510	198.00
				CHECK PWBDD 40894 TOTAL FOR FUND 100:			682.00
06/03/2022	PWBDD	40895	JAMES ESTEN	PROFESSIONAL SERVICES - MAY CHAIR YOGA	500210	555140	14.67
06/03/2022	PWBDD	40897	JASON PETERSON	AWARDS, SUPPLIES	500343	519200	25.00
06/03/2022	PWBDD	40898	JONATHAN CENSKY	PROFESSIONAL SERVICES	500210	566310	6,492.20
06/03/2022	PWBDD	40899	KATHY HUEBL	AWARDS, SUPPLIES	500343	519200	200.00
06/03/2022	PWBDD	40904	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	500310	522110	7.94
				OFFICE SUPPLIES	500310	522110	203.87
				CHECK PWBDD 40904 TOTAL FOR FUND 100:			211.81
06/03/2022	PWBDD	40905	OLSEN'S PIGGLY WIGGLY	SUPPLIES AND EXPENSES	500347	522110	16.54
				SUPPLIES AND EXPENSES	500347	522110	22.18

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Fund: 100 GENERAL FUND				CHECK PWBDD 40905 TOTAL FOR FUND 100:			38.72
06/03/2022	PWBDD	40908	QUALITY STATE OIL CO., INC.	GAS AND OIL EXPENSE	500351	533210	244.00
06/03/2022	PWBDD	40909	RAINBOW TREE CARE	MAINT/CONTRACTED SERVICES	500290	555510	395.34
06/03/2022	PWBDD	40911	SHERWIN INDUSTRIES, INC.	REPAIR AND MAINTENANCE	500240	533311	416.80
				REPAIR AND MAINTENANCE	500240	533311	272.57
				CHECK PWBDD 40911 TOTAL FOR FUND 100:			689.37
06/03/2022	PWBDD	40912	SHERWIN WILLIAMS CO.	REPAIR AND MAINTENANCE	500240	555510	51.01
06/03/2022	PWBDD	40913	SHORT ELLIOTT HENDRICKSON INC	PROFESSIONAL SERVICES	500210	533110	570.72
06/03/2022	PWBDD	40915	SITEONE LANDSCAPE SUPPLY	OPERATING SUPPLIES	500350	533210	28.16
06/03/2022	PWBDD	40916	SOUTHSIDE TIRECO., FRANKLIN	MAINTENANCE PARTS	500353	533210	214.00
06/03/2022	PWBDD	40918	TAKAKO WILLDEN	PROFESSIONAL SERVICES - MAY CHAIR YOGA	500210	555140	29.34
06/03/2022	PWBDD	40920*#	U.S. CELLULAR	BAIER CELL 0282	500225	522310	42.86
				BUDD CELL 5488	500225	522310	42.00
				URBANEK CELL 5335	500225	533110	42.86
				WIESER CELL 1782	500225	533110	38.83
				BUBLITZ TABLET 1195	500225	533210	25.36
				BUBLITZ HOT SPOT 0913	500225	533210	39.86
				DPW IPAD 1293	500225	533210	25.36
				HINTZ CELL 9168	500225	533210	42.86
				LEGAULT TABLET 9599	500225	555510	10.86
				KETTNER TABLET 9629	500225	555510	10.86
				PETERSON TABLET 5195	500225	555510	10.86
				WESTPHAL TABLET 8568	500225	555510	10.86
				WESTPHAL CELL 3140	500225	555510	42.50
				CHECK PWBDD 40920 TOTAL FOR FUND 100:			385.93
06/03/2022	PWBDD	40921#	UNIFIRST CORPORATION	REPAIR AND MAINTENANCE	500240	518100	128.89
				REPAIR AND MAINTENANCE	500240	522100	78.63
				OPERATING SUPPLIES	500350	533210	52.47

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Fund: 100 GENERAL FUND				CHECK PWBDD 40921 TOTAL FOR FUND 100:			259.99
06/03/2022	PWBDD	40922	WAYSIDE NURSERIES, INC.	LEGACY TREE & BENCH PROGRAM	500384	555510	199.00
06/03/2022	PWBDD	40923	WISCONSIN CHIEFS OF POLICE ASSOC.	TRAVEL & TRAINING	500330	522110	225.00
06/03/2022	PWBDD	40924	WISCONSIN HUMANE SOCIETY	ANIMAL POUND	500213	522110	207.50
				Total for fund 100 GENERAL FUND			197,205.58
Fund: 200 CEMETERY FUND							
05/20/2022	PWBDD	40765*#	BEYER'S HARDWARE	REPAIR AND MAINTENANCE	500240	544210	14.38
				REPAIR AND MAINTENANCE	500240	544210	13.49
				OPERATING SUPPLIES	500350	544210	13.48
				CHECK PWBDD 40765 TOTAL FOR FUND 200:			41.35
06/03/2022	PWBDD	40875*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	544210	13.48
				Total for fund 200 CEMETERY FUND			54.83
Fund: 220 RECREATION PROGRAMS FUND							
05/20/2022	PWBDD	40772	CEDARBURG SCHOOL DISTRICT	SCHOOL DISTRICT FEES	500228	555390	1,080.00
05/20/2022	PWBDD	40773*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555390	30.50
05/20/2022	PWBDD	40782	GRUBER, LAURA	MAINT/CONTRACTED SERVICES	500290	555390	190.00
05/27/2022	PWBDD	40812	ANTHONY SCHIEL	MISCELLANEOUS REVENUE	486000	000000	240.00
05/27/2022	PWBDD	40816*#	BEYER'S HARDWARE	SUPPLIES AND EXPENSES	500347	555390	47.02
06/03/2022	PWBDD	40879	C T KRUGER	MAINT/CONTRACTED SERVICES	500290	555390	112.00
06/03/2022	PWBDD	40901	LEILA PATTERSON	SUMMER/WINTER REC FEES	467310	000000	640.00
06/03/2022	PWBDD	40910	SAM'S CLUB DIRECT	SUPPLIES AND EXPENSES	500347	555390	18.56
06/03/2022	PWBDD	40919	TIM LARSON	MAINT/CONTRACTED SERVICES	500290	555390	1,800.00
				Total for fund 220 RECREATION PROGRAMS FUND			4,158.08
Fund: 221 FUEL SYSTEM - WASH BAY							
06/03/2022	PWBDD	40877	BOEHLKE BOTTLED GAS CORP.	FUEL INVENTORY	161500	000000	1,151.92

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Fund: 221 FUEL SYSTEM - WASH BAY				Total for fund 221 FUEL SYSTEM - WASH BAY			1,151.92
Fund: 231 AMERICAN RESCUE PLAN ACT							
05/20/2022	PWBDD	40778	EHLERS	GRANT EXPENDITURES	500331	566721	62.50
05/20/2022	PWBDD	40788	JM BRENNAN, INC.	GRANT EXPENDITURES	500331	566721	137,989.00
05/20/2022	PWBDD	40801	SAN-A-CARE, INC.	1 MOP XXL 24" DISK SCRUBBER	500331	566721	7,657.65
				Total for fund 231 AMERICAN RESCUE PLAN ACT			145,709.15
Fund: 240 SWIMMING POOL FUND							
05/20/2022	PWBDD	40769	CARRICO AQUATIC RESOURCES	EQUIPMENT/CAPITAL OUTLAY	500380	555320	216.37
05/20/2022	PWBDD	40773*#	CHARTER COMMUNICATIONS	INTERNET	500220	555320	139.98
				TELEPHONE/COMMUNICATIONS	500225	555320	38.00
				CHECK PWBDD 40773 TOTAL FOR FUND 240:			177.98
05/20/2022	PWBDD	40785	HORIZON COMMERCIAL POOL SUPPLY	OPERATING SUPPLIES	500350	555320	45.10
05/20/2022	PWBDD	40804*#	STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	500340	555320	1,243.27
				MAINTENANCE SUPPLIES	500340	555320	234.89
				CHECK PWBDD 40804 TOTAL FOR FUND 240:			1,478.16
05/20/2022	PWBDD	40809*#	WE ENERGIES	NATURAL GAS-0719900042-00001	500224	555320	26.35
				NATURAL GAS-0716746085-00001	500224	555320	24.04
				CHECK PWBDD 40809 TOTAL FOR FUND 240:			50.39
05/27/2022	PWBDD	40816*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	555320	8.54
				MAINTENANCE SUPPLIES	500340	555320	20.55
				CHECK PWBDD 40816 TOTAL FOR FUND 240:			29.09
05/27/2022	PWBDD	40833*#	GUETZKE & ASSOCIATES, INC.	MAINTENANCE SUPPLIES	500340	555320	240.00
05/27/2022	PWBDD	40836	HORIZON COMMERCIAL POOL SUPPLY	OPERATING SUPPLIES	500350	555320	6,245.53
06/03/2022	PWBDD	40872	BADGER POPCORN & CONCESSION	OPERATING SUPPLIES	500350	555321	6,815.72
06/03/2022	PWBDD	40875*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	555320	71.50

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Fund: 240 SWIMMING POOL FUND							
				MAINTENANCE SUPPLIES	500340	555320	2.68
				MAINTENANCE SUPPLIES	500340	555320	30.89
				MAINTENANCE SUPPLIES	500340	555320	11.68
				MAINTENANCE SUPPLIES	500340	555320	12.58
				MAINTENANCE SUPPLIES	500340	555320	35.38
				CHECK PWBDD 40875 TOTAL FOR FUND 240:			164.71
06/03/2022	PWBDD	40880	CARRICO AQUATIC RESOURCES	OPERATING SUPPLIES	500350	555320	6,884.63
06/03/2022	PWBDD	40890	GREAT LAKES COCA-COLA DIST	OPERATING SUPPLIES	500350	555321	1,201.50
				Total for fund 240 SWIMMING POOL FUND			23,549.18
Fund: 260 LIBRARY FUND							
05/20/2022	PWBDD	40773*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	555110	182.97
05/20/2022	PWBDD	40783*#	GUETZKE & ASSOCIATES, INC.	MAINT/CONTRACTED SERVICES	500290	555110	825.00
05/20/2022	PWBDD	40786*#	JANI-KING OF MILWAUKEE	MAINT/CONTRACTED SERVICES	500290	555110	488.58
05/20/2022	PWBDD	40793	NASSCO, INC.	OPERATING SUPPLIES			** VOIDED **
05/20/2022	PWBDD	40797*#	OWEN'S OFFICE SUPPLIES	EMPLOYMENT EXPENSES	500395	555110	16.99
05/20/2022	PWBDD	40807	VISUAL IMAGE PHOTOGRAPHY, INC.	PROGRAM SUPPLIES	500308	555110	19.72
05/20/2022	PWBDD	40809*#	WE ENERGIES	NATURAL GAS-0714144119-00001	500224	555110	707.20
05/27/2022	PWBDD	40813*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	555110	130.46
05/27/2022	PWBDD	40815	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	88.26
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	89.53
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	375.80
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	268.19
				DONATION EXPENDITURES	500322	555110	25.85
				DONATION EXPENDITURES	500322	555110	100.00

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Banks: PWBDD

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 LIBRARY FUND				CHECK PWBDD 40815 TOTAL FOR FUND 260:			947.63
05/27/2022	PWBDD	40816*#	BEYER'S HARDWARE	OPERATING SUPPLIES	500350	555110	15.28
				OPERATING SUPPLIES	500350	555110	39.11
				CHECK PWBDD 40816 TOTAL FOR FUND 260:			54.39
05/27/2022	PWBDD	40818	BUBLITZ CREATIVE	LIBRARY TECHNOLOGY	500382	555110	70.00
05/27/2022	PWBDD	40825*#	CINTAS CORPORATION	OPERATING SUPPLIES	500350	555110	69.24
05/27/2022	PWBDD	40835	HOOPLA	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	313.13
05/27/2022	PWBDD	40838	JOHNSON CONTROLS FIRE	MAINT/CONTRACTED SERVICES	500290	555110	665.73
05/27/2022	PWBDD	40840	LAWNSCAPERS, INC	MAINT/CONTRACTED SERVICES	500290	555110	515.00
05/27/2022	PWBDD	40844	NORTH SHORE BANK	SICK PAY OUT	500135	555110	8,112.21
05/27/2022	PWBDD	40845	ORKIN COMMERCIAL SERVICES	MAINT/CONTRACTED SERVICES	500290	555110	85.00
05/27/2022	PWBDD	40846	OTIS ELEVATOR COMPANY	MAINT/CONTRACTED SERVICES	500290	555110	3,160.80
05/27/2022	PWBDD	40847	OWEN'S OFFICE SUPPLIES	EMPLOYMENT EXPENSES	500395	555110	19.95
05/27/2022	PWBDD	40856	SCHOLASTIC LIBRARY PUBLISHING	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	32.53
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	924.95
				CHECK PWBDD 40856 TOTAL FOR FUND 260:			957.48
06/03/2022	PWBDD	40873	BAKER & TAYLOR BOOKS	PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	22.40
				PUBLICATIONS AND SUBSCRIPTIONS	500319	555110	402.38
				DONATION EXPENDITURES	500322	555110	75.00
				CHECK PWBDD 40873 TOTAL FOR FUND 260:			499.78
06/03/2022	PWBDD	40896	JAMES IMAGING SYSTEMS, INC.	MAINT/CONTRACTED SERVICES	500290	555110	422.59
06/03/2022	PWBDD	40914	SIDECAR PUBLICATIONS, LLC	LIBRARY TECHNOLOGY	500382	555110	348.00
				Total for fund 260 LIBRARY FUND			18,611.85

Fund: 350 TIF DISTRICT FUND #4

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## CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 350 TIF DISTRICT FUND #4							
05/27/2022	PWBDD	40837*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	82.00
05/27/2022	PWBDD	40853	RNR WATER LLC	PROFESSIONAL SERVICES	500210	566710	406.25
Total for fund 350 TIF DISTRICT FUND #4							488.25
Fund: 353 TIF DISTRICT #6							
05/27/2022	PWBDD	40837*#	HOUSEMAN & FEIND, LLP	ATTORNEY/CONSULTANT	500212	566710	174.25
Total for fund 353 TIF DISTRICT #6							174.25
Fund: 354 TIF DISTRICT #7							
05/27/2022	PWBDD	40830	EHLERS	PROFESSIONAL SERVICES	500210	566710	10,500.00
Total for fund 354 TIF DISTRICT #7							10,500.00
Fund: 400 CAPITAL IMPROVEMENTS FUND							
05/27/2022	PWBDD	40827	DAHLMAN CONSTRUCTION	LINCOLN BUILDING REPAIRS	500802	518100	78,785.00
05/27/2022	PWBDD	40837*#	HOUSEMAN & FEIND, LLP	PROCHNOW	500841	533750	717.50
05/27/2022	PWBDD	40843*#	NEWMAN CHEVROLET	2022 CHEVY SILVERADO 1500 LTD 4WD #72	500880	533210	48,215.50
06/03/2022	PWBDD	40878	BURKE TRUCK & EQUIPMENT INC.	2022 DUMP BODY AND PLOW #97	500880	533210	56,225.50
06/03/2022	PWBDD	40885*#	DORNER INC.	DUE FROM LIGHT & WATER	156200	000000	127,954.08
				STREET IMPROVEMENTS	500854	533311	75,040.57
				STORMWATER IMPROVEMENTS	500475	533440	46,173.80
CHECK PWBDD 40885 TOTAL FOR FUND 400:							249,168.45
06/03/2022	PWBDD	40887	FIVE CORNERS DODGE	VEHICLE REPLACEMENTS	500811	555510	46,166.00
Total for fund 400 CAPITAL IMPROVEMENTS FUND							479,277.95
Fund: 601 WATER RECYCLING CENTER							
05/20/2022	PWBDD	40762	APPLIED INDUSTRIAL TECHNOLOGIE	MAINTENANCE SUPPLIES	500340	573830	502.46
05/20/2022	PWBDD	40764	AUGUST WINTER & SONS	COAGULANTS PROJECT	185334	000000	96,650.00
05/20/2022	PWBDD	40765*#	BEYER'S HARDWARE	MAINTENANCE SUPPLIES	500340	573830	14.70
				MAINTENANCE SUPPLIES	500340	573840	19.58
CHECK PWBDD 40765 TOTAL FOR FUND 601:							34.28

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## CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
05/20/2022	PWBDD	40773*#	CHARTER COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	500225	573825	62.00
				TELEPHONE/COMMUNICATIONS	500225	573825	139.98
				CHECK PWBDD 40773 TOTAL FOR FUND 601:			201.98
05/20/2022	PWBDD	40774	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	102.60
05/20/2022	PWBDD	40781	FUREY FILTER AND PUMP	MAINTENANCE SUPPLIES	500340	573830	2,658.26
05/20/2022	PWBDD	40792	MILWAUKEE RUBBER PRODUCTS	MAINTENANCE SUPPLIES	500340	573840	593.59
05/20/2022	PWBDD	40800	RNOW INC	COLLECTION SYSTEM MAINT	500360	573835	337.84
05/20/2022	PWBDD	40809*#	WE ENERGIES	ELECTRIC 1838 PIONEER 0711836389-00004	500222	573825	17.51
				NATURAL GAS-0713182701-00001	500224	573825	62.68
				NATURAL GAS-0712590709-00001	500224	573825	304.35
				MAINTENANCE SUPPLIES-0713912926-00012	500340	573840	18.90
				MAINTENANCE SUPPLIES-0713912926-00007	500340	573840	12.32
				MAINTENANCE SUPPLIES-0713912926-00010	500340	573840	12.13
				MAINTENANCE SUPPLIES-0713912926-00005	500340	573840	34.35
				MAINTENANCE SUPPLIES-0711836389-00001	500340	573840	15.06
				MAINTENANCE SUPPLIES-0713912926-00002	500340	573840	12.32
				CHECK PWBDD 40809 TOTAL FOR FUND 601:			489.62
05/27/2022	PWBDD	40813*#	AT&T	TELEPHONE/COMMUNICATIONS	500225	573825	122.21
05/27/2022	PWBDD	40825*#	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	102.60
05/27/2022	PWBDD	40854	SABEL MECHANICAL, LLC	GARFIELD LIFT STATION GATES	185324	000000	50,266.00
06/03/2022	PWBDD	40870	APPLIED INDUSTRIAL TECHNOLOGIE	MAINTENANCE SUPPLIES	500340	573830	1,151.91
06/03/2022	PWBDD	40881*#	CEDARBURG LIGHT & WATER	ELECTRIC	500222	573825	11,960.12
06/03/2022	PWBDD	40883	CINTAS CORPORATION	SAFETY EQUIPMENT	500372	573825	102.60
06/03/2022	PWBDD	40885*#	DORNER INC.	COLLECTION MAINS AND ACCESS.	184313	000000	199,366.05

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## CHECK DISBURSEMENT REPORT FOR CITY OF CEDARBURG

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 WATER RECYCLING CENTER							
06/03/2022	PWBDD	40891	HAWKINS , INC.	COAGULANTS	500371	573825	1,544.43
06/03/2022	PWBDD	40900	LAI, LTD	MAINTENANCE SUPPLIES	500340	573830	1,168.98
06/03/2022	PWBDD	40902	MULCAHY SHAW WATER, INC.	LAB SUPPLIES	500370	573825	707.86
06/03/2022	PWBDD	40903	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	500370	573825	215.50
06/03/2022	PWBDD	40906	OZAUKEE DISPOSAL CORPORATION	REFUSE COLLECTION	500297	573830	1,525.00
06/03/2022	PWBDD	40907	PIEPER ELECTRIC, INC.	NEW UV SYSTEM ELECTRICAL	185336	000000	22,998.23
06/03/2022	PWBDD	40917#	SYMBIONT	ADVANCED TREATMENT EQUIPMENT	185335	000000	1,260.00
				2022 GIS SUPPORT & TECHNICAL SERVICES	500210	573850	42.50
				ADAPTIVE MANAGEMENT ADMIN. **2022**	500215	573850	2,760.00
				CHECK PWBDD 40917 TOTAL FOR FUND 601:			4,062.50
06/03/2022	PWBDD	40920*#	U.S. CELLULAR	WRC TABLET 5112	500225	573825	25.86
				HACKERT CELL 8239	500225	573825	(14.11)
				URBANEK TABLET 2188	500225	573825	10.86
				HACKERT TABLET 4519	500225	573825	10.86
				WRC DUTY PHONE 3142	500225	573825	38.74
				WRC PHONE PURCHASE	500312	573825	354.00
				CHECK PWBDD 40920 TOTAL FOR FUND 601:			426.21
Total for fund 601 WATER RECYCLING CENTER							397,290.83
Fund: 700 RISK MANAGEMENT FUND							
05/27/2022	PWBDD	40841	MUNICIPAL PROPERTY INSURANCE	PROPERTY INSURANCE	500510	519400	37,486.00
06/03/2022	PWBDD	40876	BILL SCHNITZER PLUMBING LLC	INSURANCE CLAIMS - 2021	500525	519400	1,350.00
Total for fund 700 RISK MANAGEMENT FUND							38,836.00
TOTAL - ALL FUNDS							1,317,007.87

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

**CITY OF CEDARBURG**  
**TRANSFER LIST**  
5/21/22-6/4/22

<b>Date</b>	<b>Amount</b>	<b>Transfer to</b>
<b>PWSB CHECKING ACCOUNT</b>		
5/26/2022	\$42,235.18	Light & Water-April charges
5/31/2022	\$11,000.00	Baker Tilly-invoice for annual state report
5/31/2022	\$78,292.39	WRS-April remittance
6/1/2022	\$101,529.95	WPS-June health insurance premiums
6/1/2022	\$6,983.00	Delta Dental-June dental insurance premiums
6/1/2022	\$567.58	Superior Vision-June vision insurance premiums
6/1/2022	\$948.36	AFLAC-May premiums
6/2/2022	\$219,000.00	PWSB Payroll
6/3/2022	\$5,725.00	Health Savings Accounts-contributions for 5/15/22-5/28/22
6/3/2022	\$1,296.38	ICMA-contributions for 5/15/22-5/28/22
6/3/2022	\$4,404.70	North Shore Bank-contributions for 5/15/22-5/28/22
6/3/2022	\$495.00	Police Union-contributions for 5/15/22-5/28/22
6/3/2022	\$346.15	State of Wisconsin-child support for 5/15/22-5/28/22
6/3/2022	\$521.94	Wis Deferred Comp-contributions for 5/15/22-5/28/22
	<u>\$473,345.63</u>	

**PWSB PAYROLL CHECKING ACCOUNT**

6/3/2022	\$156,272.67	Payroll for 5/15/22-5/28/22
6/3/2022	\$62,408.08	Payroll taxes for 5/15/22-5/28/22
	<u>\$218,680.75</u>	

**PWSB MONEY MARKET ACCOUNT**

5/23/2022	\$200,000.00	PWSB Checking
6/3/2022	\$250,000.00	PWSB Checking
	<u>\$450,000.00</u>	

**PWSB CAPITAL MONEY MARKET ACCOUNT**

5/27/2022	\$400,000.00	PWSB Checking
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**PWSB TAX COLLECTION ACCOUNT**

6/3/2022	\$435,000.00	PWSB Checking
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City of Cedarburg

## City Administrator's Report

June 9, 2022

### 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 2022 Street & Utility project is progressing on Jefferson Avenue and Thornapple Avenue with the gravel placed and the concrete work to be finished this week. The sanitary sewer is 75% complete and the watermain work is 50% complete on Highland Drive. The Sidewalk program along with restoration work has been completed for the year. The roadwork on Forward Way connecting to Hilltop Drive required additional soil to be added to the road to stabilize it before continuing.

The Public Works crew is working on preparing for Maxwell Street Days, street and curb painting, brush pick up, pool work and putting in street signs in Fairway Village. Parts of Washington Avenue were closed briefly last week for Ash Tree removals and pruning.

**Parks, Recreation & Forestry**— Resurfacing of the Zeunert Park tennis courts began on Monday. The pool was open for one hour on Saturday, June 4, and then closed due to the weather. The pool will open for the regular season on June 10. A Kick-off to Summer event is being held in Cedar Creek Park on Saturday, June 11 from 10:00 a.m.—1:00 p.m. Summer Playground Camp begins Monday, June 13.

**Clerk**—The Department is finalizing the liquor license renewals for 2022-2023. The Department is also preparing for the August 9 Partisan Primary election, as absentee ballot requests need to be mailed by June 23.

**Treasurer**— The Department is preparing for the annual audit that is scheduled for the first three weeks in July. Three candidates were interviewed on Tuesday for the Accounts Receivable/Accounting Clerk position.

**Library**—The Summer Reading Program begins Saturday, June 11 in conjunction with the Kick-off to Summer event in Cedar Creek Park. The number of visitors to the Library in one month is up to 9,000+. Director Pierschalla is currently hiring for three positions.

**Senior Center**—The Senior Summer games have begun with 30 participants and will run through June. A Senior Conference will be held at Grafton High School on Tuesday, June 14.

**Fire**—The Department has been asked to participate in conversations regarding a possible Central Ozaukee County Fire Department and attended a kick-off meeting on Tuesday. Any decisions on the future of the Fire Department will be made by the Common Council at a later date.

**Light & Water**—An electric rate hearing is scheduled for June 21 at 11:00 a.m., which should result in a half-percent decrease in the rate. The Search Committee is actively working with a consultant and will meet tomorrow to review Light & Water General Manager candidates. The goal is to have someone in place by the first week in October.

**Administrator**— Mike Baier retired as the City Building Inspector last Friday. Roger Kison will be handling inspections until Jeff Thoma begins as the new Building Inspector on June 20. Accountant II/Accounts Receivable Kathy Huebl's retirement luncheon will be held tomorrow between 11:30—1:30 p.m. Department Heads should begin working on their budgets and reviewing the Strategic Plan.

Respectfully submitted,

Mikko Hilvo

## 2022 PERMIT SUMMARY BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Single Family	2	6	6	4	6								24
Duplex	2	2	4	2	4								14
Assessory Building			1	5	2								8
Addition/Alteration	12	13	20	17	12	2							76
Commercial Additions/Alterati	2	2	2	1		1							8
Pools		1											1
Razing					2								2
Heat/Vent	25	22	20	23	23								113
Signs	1	4		1	2								8
Plumbing	27	38	33	32	47								177
Electrical	43	35	40	33	51								202
Occupancy	2	5	7	6	7								27
TOTAL VALUE TO CITY	1,718,400	2,834,155	4,417,851	3,291,371	3,847,840	173,905							16,283,522
INSPECTIONS													
JOE JACOBS	1	3		2									6
MICHAEL BAIER	106	198	174	206	215	1							900